



**BEFORE THE TAMIL NADU REAL ESTATE
REGULATORY AUTHORITY (TNRERA)
(Tamil Nadu, Andaman & Nicobar Islands)
at Anna Nagar, Chennai – 600 102
[Under the Real Estate (Regulation and Development) Act, 2016]**

**C.No.20 of 2026
13th day of October 2026**

**Bench 1 : Thiru. K. Phanindra Reddy, I.A.S.(Retd.),Hon'ble Chairperson
Thiru. A. Nazir Ahamed, District Judge (Retd.),Hon'ble Member
Tmt. Reeta Harish Thakkar, I.A.S.(Retd.),Hon'ble Member**

1. Mr. Vijaya Karthik Venkatachalam	]	
2. Mrs. Aishwarya Subbaraman	]	Complainants

Versus

M/s. Emerald Haven Development Limited	]	
Represented by its Authorised signatory	]	Respondent
Mr. R. Rajesh	]	

The above said complaint is filed by the Complainants seeking various reliefs under Section 31 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred as "RERA Act".

FINAL ORDER

The present complaint came up for final hearing on 24.08.2026 before this Authority in the presence of M/s. Rahul Jagannathan - Counsel for Complainants and M/s. Vishnu Mohan M - Counsel for Respondent and upon hearing both the parties this Authority passes the following order.

Averments of the Respondent:

1. The Complainants aver that they were looking to purchase an apartment and had come across the Respondent's advertisement and expressed interest towards purchase of an apartment. The original advertisement and brochure issued by the Respondent it was advertised that the project is situated in the "Heart of Anna Nagar".

2. The Complainants further aver that they had entered into a sale and construction agreement towards purchase of the three bedroom apartment bearing No. A-802 having carpet area of 1180 sq.ft , 65 sq.ft of exclusive balcony area on the 8th floor of Block-A in the residential apartment complex known as TVS Emerald "Luxor" and 600 sq.ft of undivided share of common built up area in the residential project, having total super built up area of 1845 sq.ft along with 2 covered car parking space.

3. The Complainants submit that total consideration was fixed as Rs.2,88,22815/- out of which a sum of Rs.1,72,93,689/- has been paid to the Respondent as per the demand notices raised by them. As per the terms and conditions of the construction agreement the possession of the apartment is to be handed over on or before August 2028. Furthermore, the sale deed has not been executed in favour of the Complainants.

4. The Complainants allege that the advertisement of the Respondent was misleading that the property is situated in the "Heart of Anna Nagar" wherein reality the property is situated in Padi which is located near Anna Nagar. The Respondent advertised with an intention to

negotiate prices which are akin to the Anna Nagar market/guideline value. Moreover, the project has been advertised to be of the pin code- 600 040 which is situated in Anna Nagar wherein the actual and approved pin code is 600 050 which further makes out a prima facie case of false advertisement by the Respondent.

5. The Complainants aver that the guideline/market value of a newly constructed building in the heart of Anna Nagar is valued at a much higher rate than guideline/market value of a newly building situated in Padi is valued at Rs.10,000 per sq.ft. The Complainants have suffered a minimum loss of Rs.1,10,00,000/- at the hands of the Respondent due to the false advertisement.

6. The Complainants further aver that if the Respondent refuses to re-negotiate the rates as per the market value of the property situated in Padi we crave this Hon'ble Authority to approach the adjudicating officer to refund our entire money paid along with interest. Hence the Complainants sought following Reliefs:

Relief(s) Sought:

a. To pass an order for Permanent Injunction restraining the Respondent from advertising the project "TVS Emerald Luxor" as situated in "Anna Nagar, Chennai" and pass such further or other orders as this Hon'ble Authority may deem fit and proper and thus render justice.

b. Direction to penalize the Respondent for non-compliance of Section 12 as stipulated under the RERA Act, 2016.

c. Direction to the Respondent to execute a conveyance deed with respect to the aforementioned apartment to and in favour of the Complainants as per Section 17 of the RERA Act, 2016.

d. Direction to the Respondent to handover the apartment which has been allotted to the Complainants free from any charge, encumbrance or lien.

e. Direction to the Respondent to adjudicate all disputes with regards to the veracity of the false advertisement as per Section 12 of the RERA Act, 2016.

f. The Complainants craves leave of this Authority to approach the Adjudicating Officer for compensation due to loss accrued to the Complainants on account of false advertisement of the Respondent.

Averments of the Respondent:

7. The Respondent submits that the project "TVS Emerald Luxor" is duly registered with this Authority bearing Registration No. TN/29/Building/0320/2023 and obtained all requisite statutory approvals from the competent authorities. The subject property is physically situated at Gurusamy Street, off Clock Tower Road, Anna Nagar West Extension, Chennai- 600 040.

8. The Respondent states that the Complainants' assertion that the project falls under PIN Code 600 050 stems from a fundamental misconception of the current revenue and administration framework. Pursuant to G.O. Ms. No. 1, Revenue and Disaster Management Department, dated 04.01.2018, the Government of Tamil Nadu expanded the territorial jurisdiction of the Chennai Revenue District by incorporating

67 revenue villages from the Thiruvallur and Kancheepuram Districts to make them co-terminus with the limits of the Greater Chennai Corporation. Accordingly the revenue village hosting the project- whether identified as Padi or Padikuppam – falls within the Chennai District and Zone VII of the Greater Chennai Corporation (Anna Nagar Area).

9. The Respondent further submits that the project is registered within the jurisdictional limits of the Sub-Registrar, Villivakkam and notably not under the Sub-Registrar, Ambattur. Furthermore, the project is located a mere 270 meters from the 'The Metrozone, Anna Nagar' and approximately 550 meters from 'VR Mall, Anna Nagar' – both of which are publicly acknowledged landmarks within the Anna Nagar locality bearing PIN Code 600 040. The property tax and water tax receipts issued by the Greater Chennai Corporation in respect of the subject property clearly describe and evidence that the subject property is situated in Anna Nagar and in PIN Code 600 040.

10. The Respondent states that the RERA Registration Certificate dated 27.03.2023 contained a minor, inadvertent clerical discrepancy describing the project location as "Padi Village" under PIN Code 600 050. The Respondent had submitted formal representations dated 21.05.2026 to the Chennai Metropolitan Development Authority (CMDA) and the Greater Chennai Corporation, and TNRERA requesting a formal rectification of the project address details in the respective certificated. Pursuant to that CMDA has intimated the Commissioner of GCC that "wherever in the final letter, Plan and Permit be read as Chennai 600 040 instead of Chennai 600 050.

11. The Respondent submits that Section 12 of the RERA Act provides a remedy to an aggrieved person for misleading advertisements, such a provision has no application here as the Respondent has never issued any false, deceptive, or misleading promotional materials. The essential ingredients of Section 12 are therefore wholly absent, and the said relief is liable to be rejected in limine. The Respondent further submits that the advertisements presently being issued in respect of the subject project are in due compliance with the directions issued by TNRERA under Proc.No. TNRERA/A3/2253/2025 dated 04.08.2025 and 08.10.2025.

12. The Respondent further submits that the Complainants after exercising complete due diligence, voluntarily executed a registered agreement for sale dated 17.07.2025 and a construction agreement dated 17.07.2025 in respect of Apartment No.A-802, 8th floor, Block- A, TVS Emerald Luxor. Having executed these contracts with full awareness regarding the project parameters and location, the Complainants are contractually and legally bound by the covenants therein. The Complainants are stopped from resiling from their commitments or attempting to renegotiate agreed financial consideration using ex-post-facto grievances. The Complainants were always aware of the exact geographical location of the project and the present attempt is a ruse to arm-twist the Respondent into an unlawful and unreasonable settlement.

13. The Respondent further submits that the Complainants seeking a downward revision and renegotiation of the apartment pricing. But the Respondent explicitly informed that the request for financial renegotiation could not be entertained. The present complaint is an ill-conceived attempt to renegotiate the contract price under threat of litigation. The

Respondent further submits that in respect of prayer related to immediate execution of conveyance deed, the Respondent will be able to complete the registration in line with the terms of the registered agreement for sale and construction agreement. Hence, the Respondent prayed for dismissal of the complaint.

Issues and Findings:

14. An attempt to settle the matter amicably has failed. After hearing both the parties and perusing all the documents placed before the Authority, the following points arise for determination:

- i. Whether the Respondent has violated Section 12 of the RERA Act?
- ii. Whether the Complainants are entitled for the execution of Conveyance deed and hand over of the apartment?

Answer to the Point No.(i):

15. With regard to the misleading advertisement and the incorrect PIN Code details pertaining to the Respondent's project, this Authority, vide its earlier order dated 29.07.2026, directed the Respondent to rectify the errors in the project address details and file a memo before this Authority. Pursuant thereto, that the Respondent has filed a memo stating that vide communication bearing No. TNRERA/A4/1720/2026 dated 24.08.2026, the concerned authorities has considered and accepted the Respondent's request for correction in Form C. The said communication states as follows:

"Accordingly, the Pin Code Number in Form C may be treated as 600 040 instead of 600 050."

16. Furthermore, the Respondent has filed a letter addressed by the CMDA to the Commissioner, Greater Chennai Corporation, requesting the correction of the Pin Code details of the Respondent's project. From the aforesaid compliance and the documents produced by the Respondent it is evident that the Respondent's project falls within the Pin Code 600 040, which pertains to Anna Nagar West, Chennai. The contention of the Complainants is that the Respondent had advertised the project under Pin Code 600 040, which is associated with Anna Nagar, whereas the actual and approved Pin was 600 050, and that such misrepresentation amounted to false advertisement by the Respondent. However, the Respondent has now rectified the said discrepancy and has produced documentary evidence to establish that the error in the Pin Code details has been duly corrected. Accordingly, the Respondent has complied with the direction issued by this Authority in this regard.

17. Therefore, the Respondent's project falls within Pin Code of 600 040 (Anna Nagar West, Chennai). Accordingly, pursuant to the direction issued by this Authority vide order dated 29.07.2026, the Respondent shall advertise the project by mentioning the postal address and the site address in accordance with TNRERA order vide Proc.No.TNRERA/A3/2253/2025 dated 04.08.2025. In view of the above, the discrepancy in the Pin Code details has been duly rectified by the Respondent. Hence, no violation of Section 12 of the RERA Act is made out in the present complaint.

Thus, Point No.(i) is answered accordingly.

Answer to Point No.(ii):

18. The Complainants have entered into an agreement for sale and an agreement for construction for the purchase of apartment No.A-802, situated on the 8th floor of Block-A in the residential apartment complex known as TVS Emerald Luxor, having carpet area of 1,180 sq.ft, and an exclusive balcony area of 65 sq.ft together with an undivided share of 600 sq.ft in the common built up area of the residential project, having a total super built up area of 1,845 sq.ft and two covered car parking spaces bearing Nos.B:175 and B:176, located in the basement.

19. The total consideration for the purchase of the apartment was fixed at Rs.2,88,22,815/- out of which the Complainants have paid a sum of Rs.1,72,93,689/- to the Respondent. As per Clause 4 (a) of the unregistered construction agreement, the Respondent agreed to complete the construction of the project on or before 31.07.2027, with an additional grace period of 12 months. Further, the parties entered into an unregistered sale agreement for the conveyance of undivided share in the land. As per Clause 11 of the said sale agreement, executed on 17.07.2025, the agreement was required to be presented for registration within four months from the date of its execution. However, the said sale agreement remains unregistered as on date. Section 13 of the RERA Act expressly provides that a promoter shall not accept a sum of more than ten per cent of the cost of the apartment without first entering into a written agreement for sale with such person and register the said agreement for sale. However, both agreements remain unregistered as on date, and it is a clear violation of Section 13 of the RERA Act.

20. The Complainants have sought the execution of a conveyance deed in respect of their apartment in accordance with Section 17 of the RERA Act. In response to the said prayer, the Respondent in his counter, has stated that the Respondent would be able to complete the registration in accordance with the terms of the agreement for sale and the construction agreement. Therefore, the Respondent is liable to execute the conveyance deed and hand over the possession of the apartment in favour of the Complainants as promised.

Thus, Point No.(ii) is answered accordingly.

In the result, the Authority direct as follows:

(i) The Respondent shall advertise the project by mentioning the postal address and the site address in accordance with the TNRERA order vide Proc.No. TNRERA/A3/2253/2025 dated 04.08.2025 and the interim stay ordered by this Authority dated 02.04.2026 gets vacated.

(ii) The Respondent is directed to register the agreement for sale and the construction agreement and to execute the conveyance deed in respect of the undivided share of land (UDS) pertaining to the Complainants' apartment in favour of the Complainants within 30 days from the date of this order.

(iii) The Respondent is further directed to execute conveyance deed and hand over possession of the apartment, free from all encumbrances to the Complainants within the promised date.

(iv) The Respondent is directed to pay a penalty of Rs.50,000/- for contravention Section 13 of the RERA Act, in accordance with Section 61

of the RERA Act. The said penalty shall be paid within 30 days from the date of this order.

Hence, with the above directions the present complaint C.No.20 of 2026 is disposed off.

Sd/-...13.10.2026
MEMBER (R), TNRERA

Sd/-...13.10.2026
MEMBER (N), TNRERA

Sd/-...13.10.2026
CHAIRPERSON, TNRERA

/TRUE COPY/

Meline

for ADMINISTRATIVE OFFICER, TNRERA

Copy to:

The Additional Director (S), TNRERA