

**BEFORE THE  
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,  
CHENNAI**  
**Quorum : Thiru. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member**  
**C. No. 39 of 2022**

I. Yasmin ..... Complainant

**Vs.**

M/s. Rammiyam Homes,  
(i) Padmini  
(ii) R. Sarvanan, POA of Padmini .... Respondent

**Complainant** : Party - In - Person

**Respondent** : Rep. by M/s Vandhiyathevan, Advocates

**Heard on** : 11.10.2022

**Delivered on** : 30.12.2022

**ORDER**

The above complaint by the complainant seeking to resolve car parking issue and other imperfections like water seepage, cracks in the building is filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA Act).

**2. Averments of the complainant, in brief, as follows:-**

(a) The complainant entered into an agreement and bought Plot Nos. 17 and 18, 5<sup>th</sup> Street, AGS Colony, Velachery, Chennai. When the complainant approached the builder in 2018 the construction was still going on and the builder had in 2018 itself verbally committed to provide one covered car parking area for a price of Rs.2,00,000/-, which was included in the total amount as per the construction agreement.

(b) The complainant avers that the total consideration for the apartment was Rs.42,99,300/- and the schedule "B" mentioned the provision of one covered car park. The issue of car park cropped up from the second half of 2019. The Respondent despite being approached by the complainant to settle the issue

of the car-parking preferred to stay away and refused to interfere. The complainant further avers that there is a mismatch between the approved plans and what exists on ground which was actually shown to the complainant. The approved plan provided parking space for 2 - four-wheelers and 4 - two-wheelers, in each of the two parts making the total car parking to 4 and 8 two-wheelers. The plan shared by the respondent the complainant showed 8 - four-wheelers and no two-wheeler. The respondent also did not respond to the complaints of water seepage, which was damaging the walls of the complainant apartment. Aggrieved the complainant seeks to resolve the issue of parking and also water seepage and cracks in the building.

3. The Respondent failed to submit a counter due to which opportunity for the same was closed, however, he did come up at the stage of arguments. All efforts to amicably settle the matter could not materialise.

### ORDER

(a) The complainant had entered into a construction agreement with the Respondent on 12.09.2018 and the sale agreement was also entered on the same day. Schedule "B" of the construction agreement while describing the schedule of the complainant's flat gives the details of the complainants flat as follows:-

*"Flat lies on the ground floor with an area of 938 sq.feet, inclusive of common areas and mentions of one covered car park"*

(b) The complainant has submitted the sketch provided by the Respondent to the complainant, which indicates the following;

- (i) That the two plots made into one for which separate planning permission had been obtained splitting the 8 flats into two blocks each with 4 flats.
- (ii) That as per the approved plan 2 car-parkings and 4 two-wheelers parking were approved for the complainant's share of 4 apartments.

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Similarly for the adjoining apartments too, similar 2 car parking and 4 two-wheelers were provided. The complainant also submitted a plan other than the approved plan which was actually handed over to the complainant. This plan showed 8 car-parking, 4 in each of the plot and no two-wheeler parking.

(c) Since the issue of the car-parking problem persisted between the apartment owners and no settlement was forthcoming, to get the facts on ground the site was inspected by the Additional Director-I, TNRERA, who after the visit confirmed that the promoter had obtained two separate planning permissions for Plot-A and Plot-B each having 4 units each and had constructed a single block.

(d) This is a clear violation and an effort by the Respondent to avoid registering the project with the TNRERA despite the agreement having been made on 12.09.2018 much after the RERA Act came into effect. This is clear violation of section 3 of RERA Act for which the Respondent is to be penalised under the Section of 59 of the RERA Act.

(e) Similarly, the Respondent by presenting document to the complainant showing 8 car-parkings has made false and misleading the representations concerning the services which is a violation under section 7 (A) (iii) of the RERA Act for which too penalty shall be imposed under section 60 of the RERA Act. The Respondent is also directed to restrict the car-parkings as 2+2 for the Plot-A and Plot-B and leave 4+4 for two-wheelers.

(f) The learned counsel for the Respondent could not offer any comments on the above but insists that the parking space has been reduced due to ramp being made to avoid rain water coming inside for the apartment area due to which the space inside the buildings affected for parking space. No reply was forthcoming on the issue of joining together of the flats as also on the issue of false plan showing own car parking of each of flat being given to the

complainant and thus misrepresenting by not showing the approved plan to the complainant.

**In the result, the Respondent is directed as follows:-**

- (i) The Respondent shall allot the 4 car-parkings to the 1st four applicants in the two portions referred as plot A and Plot B and refund the money collected for the remaining 4 car-parkings to the concerned owners. The Respondent is at liberty to allot the 8 two-wheelers parking on the basis of seniority of applications.
- (ii) A penalty of Rs.1,00,000/- for violation of Section 3 of the RERA Act for not having registered the project which he shall do within 30 days of the issue of this order.
- (iii) A penalty of Rs.50,000/- for violation of Section 7 (A) (iii) of the RERA Act for given false documents to the complainant.
- (iv) The Respondent is also directed to attend to defect in workmanship leading to seepage as complained and to rectify the same within 30 days of the issue of this order.
- (v) The office of the forum would write to the concerned plan approval authority to take action on the violations committed by the Respondent in joining the two approvals into one single block as also setback violations.

  
Secretary (Finance & Admn.)  
TNRERA, Chennai - 8.

Sd/- 30.12.2022  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER,  
TNRERA, CHENNAI.