



**BEFORE THE TAMIL NADU REAL ESTATE  
REGULATORY AUTHORITY (TNRERA)  
(Tamil Nadu, Andaman & Nicobar Islands)  
at Egmore, Chennai – 600 008**

**[Under the Real Estate (Regulation and Development) Act, 2016]**

**C.No.182 /2021**

**31<sup>st</sup> day of January, 2022**

**Coram : Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson  
Er. S. Manohar, Member  
Adv. V. Jeyakumar, Member**

Thiru N.C.Suresh  
Selaiyur, Chennai – 600 073

..... Complainant

Versus

M/s. VGN Homes Private Limited

..... Respondent

This Complaint came up for final hearing before this Authority in the presence of the Complainant appeared as party in person and of Mr. B.Baskaran, Authorised Signatory of the Respondent Promoter and upon hearing the arguments of both the parties, this Authority passes the following order.

## **FINAL ORDER**

According to the Complainant Thiru N.C.Suresh, the Complainant is the buyer of Flat No.F-A, VGN Derbyshire, Sekkadu, Avadi with the Complainant's wife, Vinitha Suresh as the co-buyer. As per the Construction Agreement executed on 06.08.2020, registered as Document No.R/Avadi/8231/2020 – page No.3/19, the total construction cost is inclusive of one covered car park. The Schedule-D of the Agreement (page No.11/19) also mentioned "one covered car park" bearing slot No.F-A in the stilt floor. Also the Complainant has stated that in the cost sheet (copy enclosed) that the car park type as "covered-1"/"one behind-0"/"Open Shelter-0' and the car park value is Rs.2 lakhs. However, the 'open space' on the water storage sump which is very adjacent to front side of outer wall was marked to the Complainant as car park in January, 2021 which is a breach of Agreement. As the Complainant booked the flat (receipt enclosed) as a second/third person and also paid Rs.2 lakhs for 'covered car park', the Complainant informed the Builder to allot a 'covered car park' in the stilt floor.

2. The Complainant has further submitted that as there is no proper response from the Builder, the Complainant suggested the following action for consideration to solve the problem.

- i. Either allot a covered car park in the stilt floor by re-marking the car park.

- ii. Or construct a concrete roof over the 'open car park' area and change the main gate as a 'sliding gate' (otherwise very difficult to park in that space)
- iii. Or return the amount of Rs.2 lakhs paid for covered car park.

3. The Complainant has also submitted that the open car park area has been sheltered with sheet in such a way that the car park is not properly protected from direct sun rays and rain and not long lasting also. Also stated that there are 3 fully covered car park in the stilt floor in this apartment and 2 partially covered (about 70-80% in the stilt floor under concrete roof and balance sheltered with sheet) and one open car park on the water sump sheltered with sheet.

4. The Complainant has sought the following reliefs in the Complaint.

- i. Either allot a covered car park in the stilt floor by re-marking the car park, as the Complainant booked the flat as second/third person.
- ii. Or construct a concrete roof over the 'open car park' area and change the main gate as a 'sliding gate' (otherwise very difficult to park in that space)
- iii. Or return the amount of Rs.2 lakhs paid for covered car park.

- iv. And the Builder has to pay a compensation of Rs.10 lakhs as the Complainant has faced degrading, insulting and mental agony.

5. In the Counter Affidavit the Respondent has submitted that the Complainant and his wife Mrs.Vinitha Suresh as the co-buyer, approached the Respondents and bought the Flat No.F-A, First Floor, VGN Derbyshire, Villinjambakkam Village, Avadi Taluk, Thiruvallur District vide Sale Deed Doc.No.8232 of 2020 register for 592 Sq.ft of UDS and Construction Agreement Doc No.8231 of 2020 registered for 1042 Sq.ft. of Flat Built Up area both registered on 21.09.2020 on the file of Sub-Registrar, Avadi.

6. The Respondents have further submitted that the Respondents provided car parking in the stilt floor to all the customers of the flat owners of the "VGN DERBYSHIRE" including the Complainant. As per Agreement of Sale, the Respondents sold the flat along with one covered car parking in "Schedule-D" to the Complainant which as marked in North East Corner. In North East Corner has sufficient space to park the car of Flat F-A of Complainant but the Complainant parks out of the marked area which is partly uncovered portion. So the Complainant asked the Respondents to provide roof for the open area, so that, the Respondents provided temporary roof shed to protect the car for the Complainant's convenience.

7. The Respondents have further submitted that their Company provides all amenities in the said apartment including car parking under stilt area. As per their Company brochure they provided 3 car parking area in North Eastern side and 2 car parking area in South Eastern Side and 1

car parking area in South West Corner under compact in stilt covered car parking purposes. The Respondents further stated that they have additionally provided shelter with sheet to protect from rain at nearest area of the existing allotted car parking area which is nearby to the Complainant car parking area. If the Complainant wants to re-mark the car park area, the Respondents will re-mark again to allot the car parking area to the said Complainant to his satisfaction in the stilt of the building.

8. In the written arguments/Reply to the Counter Affidavit, the Complainant has submitted that at the time of booking the flat, the Respondent informed that there are only 3 covered car parks under roof and rest 3 are fully/partly in Open Space and will be sheltered with sheet. As the Complainant booked the flat as a second person, the Respondent agreed to allot a covered car park under roof for which they charged Rs.2 lakhs. The Open Space above the water storage sump in North East Corner is marked as car park to the Complainant Allottee and later sheltered with temporary sheet. The Complainant has submitted that as per Sale Agreement, "one covered" car park under concrete roof in stilt floor should be allotted to the Complainant.

9. In the written submission of arguments the Respondent has reiterated its submissions made in the Counter affidavit.

10. This Authority has examined the Complaint, Counter Affidavit filed by the Respondent Promoter and the written submissions of arguments by both sides carefully.

11. The only issue in this Complaint is provision of a covered car park in the stilt floor.

12. In the Counter Affidavit, the Respondent Promoter has stated that they will re-mark again allotting the car parking area to the satisfaction of the Complainant in the stilt of building.

13. Therefore, this Authority directs the Respondent Promoter to provide a fully covered car park under roof in the stilt floor to the Complainant Allottee before 28.02.2022 without fail.

14. With the above direction this Complaint is disposed of.

Sd/-...31.01.2022  
MEMBER (M), TNRERA

Sd/-...31.01.2022  
MEMBER (J), TNRERA

Sd/-...31.01.2022  
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. [Signature] 22  
ADMINISTRATIVE OFFICER

[Signature]  
31.1.2022