



**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.221/2021

10th day of June, 2022

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

Tvl. Sriram Narayasamy and Saranya Sankar]
Represented by their Power of Attorney Agent] Complainants
Thiru P.Narayanasamy]

Versus

M/s. Casa Grande Civil Engineering Pvt. Ltd.]
Represented by its Managing Director,] Respondent
Thiru Arun Kumar]

This Complaint came up for final hearing before this Authority in the presence of M/s. Chennai Law Associates – Counsel for Complainants and of M/s. Ganesh and Ganesh - Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following order:

FINAL ORDER

The Complainants have submitted in the Complaint that they were allotted flat No.G-106, in the 1st floor, in the Respondent's project named "CG BELLISIMO" having super built up area of 2330 sq.ft. with tandem covered car parking vide allotment letter dated 19.05.2017. The Sale Deed dated 12.09.2019 was registered as Document No.4181/2019 in respect of flat G-106 registered in the office of the SRO, Alandur in respect of the undivided share of the land is concerned and also a Construction Agreement dated 09.09.2017 was registered as Document No.5245/2017 in respect of G-106 in the office of the SRO, Alandur in respect of the said flat is concerned.

2. The Complainants have further submitted that the primary reason that they have booked the 4BHK flat with the Respondent at the location is due to the assurance of 2 covered car parking. This has been promised to the Complainants from the day of booking that is 4 years back and also the same is reflected in the registered Construction Agreement. Further the Complainants have also stated that they have been informed few months back, that is, on 18.03.2021, that the allotment of car parking is from a totally different block, in addition, stating that it is only one covered and one partially covered car parking in a different block compared to the present block where G-106 is located. Thus at present the Complainants' car park is in a totally different block and their 4 BHK flat is in another block.

3. In view of the facts mentioned above, the Complainants pray for the following Reliefs.

- a. Direct the Respondent to provide double covered car park as assured by the Respondent in Construction Agreement dated 09.09.2017 and
- b. Direct the Respondent to pay for the cost of litigation.

4. In the Counter Affidavit, Respondent submits that the Construction Agreement records the provision for double covered car parks. But, the fact remains that overall there is a shortfall of covered car parks as per the approvals provided. Therefore, the Respondent has allotted one covered car park and one open car park in favour of the complainants and the same are admitted.

5. In the written submission of arguments, the Complainants have submitted that as per the Construction Agreement dated 09.09.2017, the Respondent agreed to allot Double Covered Car Park (one behind the other slot). The Respondent collected money for the said car parking. The allotment of said car park is also reflected in the Allotment letter dated 19.05.2017. The Complainants have also submitted that in their email dated 21.03.2021 they expressed their serious dissatisfaction about the allotment of open car park in a completely different block and in response to that e-mail, the Respondent sent an e-mail dated 11.05.2021 stating that they will provide alternative covered car park.

6. The Complainants have further stated that the Respondent allotted car parking to the Complainants vide car park allotment letter dated 18.03.2021 wherein the Respondent allotted car parking in different block from that of where Complainants' flat is and hence the Complainants are put into severe hardship and it is also practically not viable for the Complainants to park their car in a different block. The Complainants have further submitted that it is pertinent to mention that it is the duty of the Respondent to obtain required number of car parking approvals prior to execution of Construction Agreement dated 09.09.2017 and thereafter only the Respondent is legally eligible to allot the same to the buyers. The Complainants have also paid lump sum amount for double covered car parking. Further, the Complainants have stated that the Respondent should have initially obtained approvals from the concerned authority and thereafter only, they should have sold the same to the buyers. The Complainants after having paid a huge sum of money for their 4 BHK and allotted with only one covered car park is nothing but the Complainants having been cheated by the Respondent in a clandestine manner.

7. In the written submission of arguments, the Respondent Promoter has reiterated its submissions made in the Counter Affidavit.

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

9. It is seen from the Construction Agreement dated 09.09.2017, Schedule-"D" mentions a double covered car park (one behind the other

slot). However, the Respondent Promoter has not fulfilled its obligations as per the Construction Agreement citing the shortfall of car parks. The Respondent Promoter has allotted only one covered car park and one partial covered car park in a block different from the block wherein the Complainant's apartment is located.

10. This Authority finds that in the RERA carpet area statement furnished by the Respondent Promoter at the time of registration of this project with this Authority, the Flat No.G.106 has been provided with one covered car park only.

11. Therefore, this Authority concludes that the Respondent Promoter has misrepresented to the Complainant Allottee regarding the car park in the Construction Agreement.

12. Therefore, this Authority directs the Respondent Promoter to refund the cost of the 2nd covered car park to the Complainant Allottee. In case the Complainant Allottee is accepting the partial covered car park also in addition to one covered car park, the Respondent Promoter shall refund the difference between the price of covered car park and partially covered car park charged by the Respondent Promoter to the Complainant Allottee.

13. This Authority has already passed orders regarding the revised car parking plan formulated by the Respondent Promoter in Complaint No.202 of 2021 dated 27.04.2022.

14. As per the revised car parking plan, in case the Respondent Promoter is able to provide 2 covered car parks to the Complainant Allottee as per the Construction Agreement, the Respondent Promoter shall do so.

15. With the above findings and directions, this Complaint is disposed of.

Sd/-...10.06.2022
MEMBER (M), TNRERA

Sd/-...10.06.2022
MEMBER (J), TNRERA

Sd/-...10.06.2022
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

ADMINISTRATIVE OFFICER

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10.6.22