



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

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

C.No.16/2023

20th day of July, 2023

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

Thiru M.K. Kamal Anand ... Complainant
Versus
M/s. Dawning Developers LLP ... Respondent

The above Complaint came up for final hearing before this Authority in the presence of the Complainant party in person and of M/s. Ganesh & Ganesh - Counsel for the Respondent. This Authority passes the following order.

FINAL ORDER

The Complainant has submitted in the Complaint that he had booked an apartment No.F302 in the 3rd floor measuring super built up area of 625 sq.ft. (carpet area 433 sq.ft.) with UDS of 137 sq.ft. in the residential project "Casagrando Crescendo" developed by the Respondent Promoter along with one covered car park situated in Athipattu village, Ambattur

Taluk, Thiruvallur District in the year 2019 with promised date of handover December, 2020.

2. The Complainant has stated that it is almost 3 years there was no response from the Respondent Promoter on the handover date until date. It is also submitted by the Complainant that he had paid additional amount for preferred covered car parking area for which the Respondent builder has confirmed the payment but not yet confirmed the allotment as committed.

3. The Complainant has prayed for the following reliefs in the Complaint.

- i) Direct the Respondent to allot covered car parking agreed by the Customer Relationship Manager (CRM) for the preferred location which was requested by the Complainant and paid the additional amount.

If not allotted to the Complainant's preferred location, kindly cancel the covered car parking and revert the additional amount paid by the Complainant which was insisted since December, 2020 (refer page No.4 of the typed set documents enclosed along with Complaint) and let to go with default open car parking

- ii) Direct the Respondent to revert to cancel all the charges which was already agreed by the Builder on 29.12.2021 (refer the reversal confirmation mail, page No.5 of the typed set documents enclosed along with Complaint) and hand over the apartment.

4. This Authority has examined the Complaint and the written submission of arguments filed by the complainant carefully.

5. The Counsel for the Respondent Promoter informed during the hearing on 10.04.2023 that the Respondent Promoter is trying to settle the issue amicably with the Complainant.

6. The Respondent Promoter has not filed Counter Affidavit or Joint Memo of settlement so far.

7. Therefore, this Authority proceeds to pass orders based on the Complaint and the typed set of papers furnished by the Complainant.

8. It is seen from the Construction Agreement dated 14.04.2019 that the Schedule-E refers to a residential unit No.F-302 along with one covered car park in the real estate project "Casagrand Crescendo".

9. Therefore, this Authority directs the Respondent Promoter to allot and handover one covered car park to the Complainant Allottee on receipt of the balance sale consideration if any, strictly as per the Construction Agreement before 30.09.2023.

10. With the above direction, this Complaint is disposed of.

Sd/-...20.07.2023
MEMBER (M), TNRERA

Sd/-...20.07.2023
MEMBER (J), TNRERA

Sd/-...20.07.2023
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. *[Signature]*
20/7/2023
ADMINISTRATIVE OFFICER

[Signature]
20-7-23