



**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.120 of 2020

6th day of October, 2021

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

Thiru Soundararaj Navaneethakrishnan & Saranya Ramanujam Complainants

Versus

M/s. Casa Grande Civil Engg. Pvt. Ltd. Respondent
Rep.by its Managing Directors
Tvl. Arjun Mn & Anirudh Iyer

This Complaint came up for final hearing before this Authority in the presence of M/s.VAT LEGAL – Tvl. Abraham Prabu – Counsel for the Complainant and of M/s.Anand, Samy & Dhruva - Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following order.

FINAL ORDER

The Complainants have stated in the Complaint that they entered into a Construction Agreement dated 27.08.2018 with the Respondent herein with respect to purchasing an Apartment No.F205 in second floor in the apartment complex, in the name and style of Casagrاند Bellisimo, at Alandur, Chennai proposed to be constructed by the Respondent.

2. As per the Construction Agreement dated 27.08.2018, the cost for the apartment was fixed at Rs.82,37,880/- The Complainants have further stated that the Respondent has agreed that the apartment would be handed over to the Complainants by November, 2019 which was initially promised as May, 2019 before advance payment. Though both the Construction and Sale Agreements were executed in August, 2018, the Respondent never came forward to register the same as promised nor had they shown any indications of completing the construction. The Complainants have also stated that the Respondent had informed that only if the fresh Construction Agreement is executed, the Complainants would be entitled to receive possession of the flat.

3. The Complainants have further submitted that a Construction Agreement and Deed of Absolute Sale dated 13.02.2020, were executed by the parties and were registered as Document No.750 of 2020 and Document No.751 of 2020, respectively before the Office of the Sub Registrar, Alandur. The Respondent herein, vide the second Construction Agreement dated 13.02.2020 agreed that the apartment would be handed over by 30.06.2020. The Complainants had paid a sum of Rs.1,05,15,935/-

to the Respondent, comprising the consideration as per Construction Agreement and Deed of Sale.

4. The Complainants have also submitted that while this being the case, on 29.08.2020, the Respondent had communicated vide e-mail that the construction of the apartment has been completed and they had invited the Complainants to provide a No Objection Certificate (NOC) to initiate the process of handing over. In furtherance to the e-mail sent by the Respondent, the Complainants had visited the project on 05.09.2020 to inspect the construction and much to the shock and surprise of the Complainant, several parts of the project was still incomplete and the Apartment was by no means in a livable condition. Apart from the above, the built up area and the car parking area marked by the Respondent as observed during the inspection by the Complainants, is lesser than the promised area. Subsequent to the inspection on 05.09.2020, the Complainants had brought to the attention of the Respondent, vide an e-mail dated 11.09.2020, that the Apartment was not in a livable condition.

5. The Complaints have sought for the following relief in the Complaint.

- *An order directing the Respondent to handover the flat in livable condition immediately or to pay the rent till the possession is delivered.*

6. In the Counter Affidavit, the Respondent has submitted that the Respondent has informed the Complainants to take possession vide e-mail of the Respondent dated 29.08.2020. The Complainant visited the site on 26.12.2020 and signed in the check list by satisfying the completion of the work and agreed to take possession of the Flat. The copy of the check list

dated 26.12.2020 signed by the Complainants is enclosed as Annexure-I. Accordingly the Complainants took over the possession of the Flat No.F-205 in the Second Floor of the Apartment (Casa Grand Bellissimo at Alandur) and issued a confirmation letter dated 02.01.2021 (date wrongly mentioned as 02.02.2020). In the said letter the Complainants have promised to withdraw the instant Complaint No.120 of 2020 as not pressed. The said letter is enclosed as Annexure-II. Therefore, the prayer sought for by the Complainants in the instant complaint becomes infructuous and the Complaint is liable to be dismissed.

7. In the written submission of arguments, the Complainants have stated that the NOC document shared by the Respondent Promoter is only for the Flat No.F-205 and this NOC document has no say with car park and common amenities promised in the Construction Agreement. The Complainants have further stated that the car parking statement submitted by the Respondent to TNRERA as per Schedule-II, the Complainants' apartment F-205 is eligible for one covered car parking.

8. In the written submissions of arguments, the Respondent has reiterated its earlier submissions made in the Counter Affidavit.

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

10. The prayer of the Complainant is to handover the flat in livable condition immediately or to pay the rent till the possession is delivered.

11. It is seen that the Respondent Promoter has handed over the Apartment F-205 on 02.01.2021. However, in the written submission of arguments, the Complainants have stated that one covered car park which the Complainant Allottee is entitled shall be allotted to him by the Respondent Promoter.

12. It is seen from the RERA carpet area statement filed with this Authority by the Respondent Promoter that the Flat F-205 has been allotted one covered car park by the Respondent Promoter. Also in the Construction Agreement executed by the Respondent Promoter on 13.02.2020 Schedule-D provides for one covered car park (page No.69 of the typed set of papers filed by the Complainant). Therefore, this Authority directs the Respondent Promoter to allot one covered car park to the Complainant Allottee without further loss of time before 30.10.2021.

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

Sd/-...06.10.2021

MEMBER (J), TNRERA

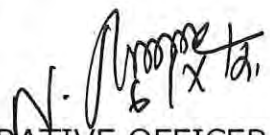
Sd/-...06.10.2021

MEMBER (J), TNREA

Sd/-...06.10.2021

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER

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6-10-21