

BEFORE TELANGANA REAL ESTATE STATE REGULATORY AUTHORITY

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

Complaint No. 363 of 2025

Dated: 22nd June 2026

**Quorum: Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member**

GBR Heights Apartment Welfare Association

Rep. by Mekala Gopala Krishna, R/o. H.No. 11-10-760/2,
GBR Heights, Flat No. 501, Raparthinagar-2, Bypass Road,
Khammam-507001

...Complainant

Versus

M/s Shanmukha Developers, Rep. by its Proprietor,
Smt. Kurapati Mamatha, R/o. H.No. 11-10-760/2, GBR Heights,
Flat No. 301, Raparthinagar-2, Bypass Road, Khammam-507001

...Respondent

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person, and learned Counsel for the Respondent, Md. Zaheer Ali. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondent.

A. Facts of the Case

3. The present Complaint has been filed by the Association of flat owners, represented by Mekala Gopala Krishna, alleging violations of the provisions of the RE(R&D) Act, 2016, by the Respondent.

4. The primary grievance of the Complainant pertains to the alleged denial of terrace rights to the flat owners, which is stated to be contrary to the definition of "common areas" under Section 2(n) of the Act. The Complainant further seeks a declaration that Clause No. 6 contained on Page No. 6 of the Sale

Deed, under the heading “Vendor’s Covenants,” is illegal, arbitrary, and liable to be set aside, insofar as it restricts or curtails the rights of the flat owners over the terrace area.

5. It is further contended by the Complainant that the parking area forming part of the common amenities has neither been properly allocated nor handed over to the Association of Apartment Owners. It is alleged that the Respondent has retained and occupied a disproportionate share in the parking area as compared to other residents and has also sold portions of the common parking area without due regard to the rights of the flat purchasers. Additionally, it is submitted that there is no proper access or passage leading to the lift area, thereby affecting the usability of common facilities.

6. The Complainant further submits that within a short span of approximately one year from possession, several construction-related defects have surfaced, including drainage issues, roof leakages, and pipeline defects. Despite repeated requests, the Respondent has allegedly failed to undertake necessary repairs, in violation of the statutory obligation to rectify structural defects within a period of five years as mandated under the Act.

7. The Complainant further submits that the Respondent is obstructing the installation of solar systems on the terrace area. The Complainant asserts that such installation has the consent of the majority of flat owners, namely 11 out of 15 owners, and that the Respondent, being a Builder-cum-Owner, cannot unilaterally deny the use of common areas for the benefit of the association.

B. Relief Sought

8. Therefore, aggrieved by the actions of the Respondent, the Complainant prayed for the following reliefs:

- (i) That the terrace rights of GBR Heights Apartment be declared as belonging to all flat owners, and be declared as a common area. No individual flat owner or the Respondent shall have any exclusive right over the terrace.
- (ii) That the Respondent be directed to provide a proper passageway to the lift area, to allocate an equal share of the parking area to all flat owners, and to hand over the common parking area to the Owners’ Association. Any portion of the common parking area sold by the Respondent shall be cancelled and restored to the Association.
- (iii) That permission be granted to install solar systems for all flat owners on the terrace area.

C. Counter

9. The Respondent submits that all the allegations made in the complaint are false and baseless, and calls upon the Complainant to provide strict proof of the same.

10. The Respondent submits that the complaint is vague and does not disclose the Complainant's proper status to file the complaint. No document has been filed to establish ownership of any flat, much less Flat No. 501. It is further contended that the complaint is bad for want of necessary parties, as the Complainant has failed to disclose proper address details of the residential complex, town, and district in the cause title.

11. The Respondent submits that the name and particulars mentioned in the complaint are incorrect, except that the Respondent is Mamatha, W/o Seeta Reddy, and that the address provided is also incorrect, as she is not the owner of Flat No. 301 at Raparthinagar, Khammam.

12. The Respondent submits that the averments relating to Clause No. 6 of the Sale Deed are beyond the jurisdiction of this Authority, as the said clause forms part of a prior contractual understanding between the vendor and vendee at the time of execution of the sale transactions, which were completed more than five years ago. The terms of the said clause were mutually agreed upon by the parties and duly incorporated in the registered sale deeds, and therefore cannot now be questioned or altered.

13. The Respondent submits that the allegations regarding parking and common areas are false and baseless. It is contended that the Respondent is not a builder or real estate developer, but the absolute owner of the land, who constructed a G+5 residential building on her own property and sold flats to various purchasers. It is further submitted that the Complainant and his wife purchased Flat No. 501, admeasuring 2,181 sq. ft. (3BHK), along with a parking area of 100 sq. ft., under Registered Document No. 9416/2021 dated 26.06.2021. Therefore, the Complainant is not entitled to claim any parking area beyond the extent specifically allotted in the said registered document. It is further contended that the lift facility was installed strictly in accordance with the approved building plan, and that no resident is entitled to claim or enjoy any common area or parking facility beyond the scope specified in their respective sale deeds.

14. The Respondent submits that the allegations regarding construction defects are baseless and that no complaints were raised by residents for nearly five years. It is contended that the flats were sold on an "as is where is" basis, and therefore the Respondent is not liable for any alleged defects or problems faced by the purchasers.

15. The Respondent submits that she is not a builder/promoter but only the absolute owner of the subject property, who constructed a G+5 residential building and sold individual flats to purchasers as and when they approached her and agreed to the terms of sale as reflected in their respective sale deeds. According to the Respondent, the purchasers are entitled only to the extent of the flat area conveyed to them, i.e., within the four surrounding walls, along with the roof corresponding to their allotted extent. The Respondent further submits that the terrace area, admeasuring approximately 3,900 sq. ft. (excluding portions covered by the water tank, lift room, and staircase), is her exclusive property, and she retains absolute rights to use, enjoy, and deal with the same. Only limited access is permitted to the watchman for maintenance of the water tank. The Respondent also contends that the present dispute is purely civil in nature and falls within the jurisdiction of a competent civil court. It is further alleged that the Complainant has formed an unregistered and unauthorized association with fictitious or selective representation, ignoring other flat owners, namely (1) K. Sita Reddy (Flat No. 301), (2) G. Kishore Reddy (Flat No. 401), and (3) G. Samatha (Flat No. 502), among others.

16. The Respondent submits that certain flat owners have been maintaining cordial relations and managing the day-to-day affairs of GBR Heights in the interest of all residents. However, it is alleged that the Complainant, along with a few others, has been disturbing the smooth functioning and maintenance of the complex by creating divisions among residents, particularly in the context of the general elections held in 2024. It is further contended that the Complainant has unnecessarily initiated proposals for the installation of a solar project, collected funds from residents, and is attempting to encroach upon the terrace area in a high-handed manner.

17. The Respondent reiterates that she is the sole vendor of the flats and has retained the terrace area for her exclusive use and occupation, which fact was well within the knowledge of all purchasers, as clearly reflected under Clause No. 6 of the respective sale deeds. The Respondent further submits that, in view of the disputes, she has already instituted a civil suit in O.S. No. 267 of 2025 on the file of the Junior Civil Judge at Khammam, which is presently pending adjudication. Despite having knowledge of the said proceedings, the Complainant has allegedly suppressed this material fact in Clause No. 7 of the Complaint and made a false declaration that no case is pending before any court or authority.

18. The Respondent further submits that the Complainants first approached the Police-II Town, Khammam, with a false complaint and failed; thereafter approached the District Legal Services Authority, Khammam, and failed to obtain any relief. Instead of contesting the civil suit, the Complainant has approached this Authority by way of misrepresentation and suppression of material

facts, and therefore is not entitled to any relief as prayed in the complaint, as the Complainant has approached this Authority with unclean hands.

19. The Respondent submits that she has not violated any provision of the RE(R&D) Act, 2016, and has at all times adhered to the terms and conditions of the sale deeds executed with the purchasers under mutual understanding. It is further contended that for the past four years no grievance whatsoever was raised by any of the vendees.

20. The Respondent alleges that the present complaint is motivated by personal reasons on the part of the Complainant, who, along with certain others, has formed a group with the intention of disturbing the peaceful enjoyment of the residents and unlawfully asserting rights over the terrace area in a high-handed manner without any legal entitlement.

21. In the above facts and circumstances, the Respondent respectfully prays that this Authority be pleased to dismiss the Complaint with exemplary costs, in the interest of justice and equity.

D. Rejoinder

22. The Complainant, by way of Rejoinder, has denied all the averments, allegations, and contentions raised by the Respondent in the Counter, except those specifically admitted. It is contended that the Complaint is supported by documentary evidence, including registered sale deeds and statutory provisions under the RE(R&D) Act, 2016, and that the Respondent has failed to comply with the mandatory requirements of the Act.

23. The Complainant asserts that the present Complaint is maintainable and has been filed in a representative capacity on behalf of the association of allottees, which is duly recognized under the provisions of the Act. The objection regarding locus standi is therefore denied as untenable. It is further submitted that the Respondent is a necessary party, having admitted ownership and involvement in the subject property, and that minor discrepancies, if any, do not affect the maintainability of the Complaint.

24. Accordingly, the Complainant reiterates the contents of the Complaint and prays that the reliefs sought therein be granted, as the Counter filed by the Respondent is devoid of merit and liable to be rejected.

25. The Complainant further submits that the alleged “pre-understanding” between the parties cannot override the statutory obligations cast upon the promoter under the Act. The Respondent is bound to comply with the mandatory provisions relating to handing over of documents, common areas, and occupancy certificate, irrespective of the terms contained in the sale deeds.

26. The Complainant further submits that the Respondent, having undertaken construction of a G+5 residential complex (GBR Heights Apartment) and having sold multiple flats to various purchasers for consideration, squarely falls within the definition of “promoter” under Section 2(zk) of the Act, and is therefore liable to comply with all statutory obligations thereunder.

27. It is denied that the Complaint pertains to an “as-is where-is” condition. The issues raised relate to statutory non-compliance, including failure to hand over requisite documents, discriminatory allotment of parking spaces, and illegal assertion of exclusive rights over the terrace and other common areas, all of which fall within the jurisdiction of this Authority.

28. The Complainant further submits that, as per Sections 2(n), 17, and 19 of the Act, the terrace, lift rooms, water tanks, and other such facilities constitute common areas meant for the collective use and benefit of all allottees. The Respondent cannot claim exclusive ownership over the same. The legal position is also well-settled by the Hon’ble Supreme Court in *Nahalchand Laloochand Pvt. Ltd. v. Panchali Co-operative Housing Society Ltd.* (2010), wherein it was held that such areas cannot be treated as separate saleable units.

29. The allegations of harassment, mala fides, and political motives are specifically denied as baseless and irrelevant. The present Complaint has been filed in good faith for the enforcement of the statutory rights of the allottees.

30. It is further submitted that merely because the Complainant had approached other forums, such as the police or legal services authority, does not oust the jurisdiction of this Authority, as the present dispute pertains to the enforcement of statutory obligations under the Act.

31. The Complainant reiterates that the Respondent has committed multiple violations of the provisions of the Act, including failure to hand over original documents, non-provision of occupancy certificate and approvals, discriminatory allotment of parking, and unlawful claim over the terrace area. Hence, the Complaint is maintainable and deserves to be allowed.

E. Points for Consideration

32. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following issues arise for determination in the present complaint:

- (i) *Whether the present complaint is maintainable before this Authority?*
- (ii) *Whether the Complainants are entitled to the reliefs as prayed for?*

F. Observations of the Authority

Point-I: Maintainability and Jurisdiction

33. With regard to the preliminary objection raised by the Respondent on the maintainability of the complaint filed by the Complainant in a representative capacity on behalf of GBR Heights Apartment Welfare Association, and on the question of jurisdiction, as well as the contention that the Respondent is not a promoter, this Authority proceeds to examine whether there is any merit in the said objections.

34. The Respondent has contended that the Complaint does not disclose the Complainant's proper status to file the same. It is further contended that the Complainant has created an unregistered and unauthorized association with fictitious or selective representation, ignoring other owners, namely (1) K. Sita Reddy (Flat No. 301), (2) G. Kishore Reddy (Flat No. 401), and (3) G. Samatha (Flat No. 502). On the other hand, the Complainant contends that he has locus standi to file the complaint and that minor discrepancies, if any, do not affect its maintainability.

35. In this context, it is pertinent to refer to Section 11(4)(e) of the RE(R&D) Act, 2016, which reads as follows:

“11. Functions and duties of promoter – (4) The promoter shall – (e) Enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable.”

36. In light of the above statutory provision, the Respondent was duty-bound to enable the formation of an association or society of allottees. It appears that, in discharge of this obligation, the sale deed executed in favour of Mekala Gopala Krishna should have contained a stipulation that the allottee agrees to be a member of an association or society to be formed by all flat owners/allottees of the project. As can be gathered from the material on record, the Respondent has failed to enable the allottees/flat owners to form a registered association/society. In such circumstances, the allottees themselves have formed an association in the name of “GBR Heights Welfare Association,” which is presently represented by Mekala Gopala Krishna in a representative capacity, as per the authorisation letter dated 10.04.2025 filed along with the Complaint.

37. The Respondent is silent on these allegations and has not explained why steps were not initiated to enable the allottees/unit owners to form and register an association. Having failed to comply with her duty under Section 11(4)(e), the Respondent is not entitled to challenge the maintainability of the complaint on the ground of non-registration of the GBR Heights Welfare Association. Under Section 31(1) of the RE(R&D) Act, 2016, any aggrieved person may file a complaint with this Authority. In the

present case, Sri Mekala Gopala Krishna and his wife Gadepalli Laxmi Bhavani are the purchasers/allottees of Flat No. 501, 3BHK, admeasuring 2,181 sq. ft., along with a 100 sq. ft. parking area, and an undivided share of 81 sq. yards of the land in the project GBR Heights, as admitted by the Respondent in para 5 of the Counter. The Authority notes that the RE(R&D) Act is beneficial legislation, in which the principles of natural justice play a dominant role in the adjudication of disputes between home buyers and promoters. A hyper-technical interpretation of Section 31 of the Act is not permissible. In these circumstances, the said allottees, being aggrieved persons even in their individual capacity, over the alleged issues relating to the project in which they have a common interest with other allottees, are certainly entitled to maintain the Complaint. Accordingly, the present Complaint filed by Mekala Gopala Krishna on behalf of the GBR Heights Apartment Welfare Association in a representative capacity is maintainable.

38. This Authority, however, deems it necessary to advert to an additional aspect that arises on the face of the record. Rule 2(b) of the Telangana Real Estate (Regulation and Development) Rules, 2017, defines “association of allottees” to mean a collective of allottees of a project, registered under any law in force, acting as a group to serve the cause of its members. It is a matter of record that the GBR Heights Apartment Welfare Association, on whose behalf the present complaint is filed, is not a registered association within the meaning of the said Rule. This Authority is, therefore, of the view that the complaint cannot be formally entertained in the name of an unregistered association as such.

39. Nonetheless, this Authority is of the considered opinion that the said deficiency does not lead to an outright dismissal of the complaint, for the following reasons. First, the complainant Mekala Gopala Krishna and his wife, Gadepalli Laxmi Bhavani are admitted allottees of Flat No. 501 under Registered Document No. 9416/2021, and are therefore “aggrieved persons” within the meaning of Section 31(1) of the RE(R&D) Act, 2016, independently of and irrespective of the registration status of the association. Second, the non-registration of the association is directly and proximately attributable to the Respondent’s own failure to discharge her mandatory statutory duty under Section 11(4)(e) of the Act to enable the formation of a registered association of allottees. It is a settled principle of law that no person can take advantage of her own wrong. The Respondent cannot be permitted to rely upon the non-registration of the association — a situation brought about by her own default — to defeat the statutory rights of the very allottees whose interests the Act seeks to protect. Third, the RE(R&D) Act, being beneficial legislation enacted for the protection of allottees, must be construed in a manner that advances the object and purpose of the Act. A hyper-technical dismissal of the complaint solely on the ground of non-registration of the association, when the individual allottees are clearly aggrieved and

unquestionably entitled to approach this Authority under Section 31(1), would be contrary to the spirit and scheme of the legislation. Accordingly, this Authority treats the present complaint as one filed by Mekala Gopala Krishna in his individual capacity as an allottee, raising issues of common concern to all allottees of the project GBR Heights. The allottees are, however, directed to take necessary steps to register the association under the applicable law, namely, the Societies Registration Act or any other analogous statute in force, within 90 days from the date of this order, and to report compliance before this Authority.

40. The Respondent has also contended that she is merely the owner of the land who constructed the building and sold flats, and therefore the provisions of the RE(R&D) Act, 2016, are not applicable. This contention is misconceived and contrary to the statutory scheme of the Act.

41. Upon perusal of the Registration Certificate (Form 'C') placed on record, issued by this Authority, this Authority observes that the project "GBR Heights" stands duly registered under the provisions of the Act, and the Respondent is expressly recorded therein as the promoter. The material available on record further establishes that the Respondent has obtained necessary permissions from the competent authorities in her own name and has undertaken the construction and sale of multiple units.

42. The activity thus clearly falls under the definition of "promoter" within the meaning of Section 2(zk) of the Act. Having applied for and obtained such registration, and having undertaken development and sale of the project, the Respondent cannot now disclaim her status as promoter. Once the Respondent is held to be a promoter, all statutory obligations under the Act become applicable.

43. The Respondent's contention that the matter is already before the Civil Court and that this Authority has no jurisdiction is devoid of merit. Mere pendency of a civil proceeding does not bar this Authority from exercising jurisdiction to adjudicate disputes arising under the RE(R&D) Act, 2016, particularly when the issues pertain to statutory rights and obligations under the Act. It is further noted that no interim order or restraining order has been passed by the competent civil court in the said proceedings. In the absence of any such order, and considering that the issues involved relate to the enforcement of rights under the Act, this Authority is fully competent to adjudicate the present matter.

44. Furthermore, this Authority is fully competent under the RE(R&D) Act to adjudicate all matters concerning common areas. Section 79 of the RE(R&D) Act expressly bars the jurisdiction of civil courts in matters arising under the Act and falling within the scope of this Authority's powers. The argument that such issues must be agitated before a civil court is therefore misconceived and rejected.

45. Accordingly, this Authority holds that the Respondent is a “promoter” within the meaning of Section 2(zk) of the Act, that the subject issues squarely fall under the purview of this Authority, and that the present complaint is maintainable. The challenge raised by the Respondent with regard to maintainability is hereby rejected.

Point–II:

46. The primary issue raised by the Complainant is that the Respondent is not allowing use of the terrace space for association purposes, as the terrace falls under “common areas,” whereas the Respondent has contended that the terrace does not constitute a common area and that control over such area vests exclusively with her.

47. This Authority finds such contentions to be contrary to the express provisions of the RE(R&D) Act, 2016. Section 2(n) of the Act defines “common areas” in an inclusive and comprehensive manner, expressly including terraces and all portions of the project necessary for maintenance, safety, and common use. The terrace, being an integral part of the building structure and forming part of the approved layout, squarely falls within the ambit of “common areas.” For ease of reference, Section 2(n) is reproduced below:

“common areas” mean —

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;*
- (ii) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;*
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;*
- (iv) the premises for the lodging of persons employed for the management of the property, including accommodation for watch and ward staff or for the lodging of community service personnel;*
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, a system for water conservation and renewable energy;*
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;*
- (vii) all community and commercial facilities as provided in the real estate project;*

(viii) all other portions of the project necessary or convenient for its maintenance, safety, etc., and in common use.”

48. The statutory character of a common area is inherent and cannot be altered or retained by the promoter through a contractual clause. Once units are sold to multiple allottees, such areas are intended for collective use and enjoyment, and the promoter cannot assert exclusive control over them. Any inter se contractual arrangement purporting to vest exclusive rights in the promoter over common areas is wholly irrelevant insofar as statutory obligations under the RE(R&D) Act are concerned.

49. It is further observed that Sections 11(4)(e) and 17 of the Act cast a mandatory obligation upon the promoter to transfer the undivided proportionate title in the common areas to the association of allottees. The statutory scheme clearly envisages that upon formation of the association, the management, administration, and utilisation of common areas vests with such association. Any attempt by the promoter to retain control or interfere with such rights is contrary to the provisions of the Act.

50. Section 17(1) of the RE(R&D) Act states as follows:

“17.(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within the specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.”

51. Accordingly, this Authority holds that the terrace forms part of the “common areas” under Section 2(n) of the Act. All common areas, including the terrace, are required to be handed over to the Association of Allottees in accordance with law, and the Association is entitled to administer and

regulate their use for the collective benefit of all allottees. The contentions raised by the Respondent to the contrary are hereby rejected.

52. Since the terrace forms part of the common areas and administration thereof vests with the Association of Allottees, the Association shall be entitled to utilise the same for common beneficial purposes, including installation of solar systems. However, such installation shall be subject to structural safety requirements, applicable municipal permissions, electricity regulations, and resolutions of the Association in accordance with law. The Respondent shall not obstruct such installation undertaken in accordance with law.

53. The Complainant alleged that the Respondent has not provided a proper passageway to the lift area and that there is a discrepancy in the equal share of the parking area. This Authority observes that the passageway to the lift area constitutes an essential common amenity, as the lift is shared infrastructure serving all flat owners in the project. Access to such common areas is a right of every allottee and cannot be obstructed, blocked, or restricted by the Promoter or any other person. Any such obstruction, if established, constitutes a direct violation of the RE(R&D) Act, 2016.

54. With respect to car parking, this Authority observes that parking allocation must adhere to the principles of fairness, transparency, and equality among all allottees. The Promoter bears the responsibility of ensuring that parking facilities are provided uniformly and without discrimination, in strict adherence to the sanctioned plan. Any arbitrary or non-transparent method of parking allotment is impermissible under the RE(R&D) framework. However, as no documentary material or evidence has been submitted by the Complainant in support of the specific claims relating to parking allotment and passageway obstruction, no specific direction is issued on this count at this stage, beyond directing the Respondent to furnish the sanctioned parking layout plan to the Association.

55. With regard to structural defects: The Complainant submits that within approximately one year of possession, several construction-related defects surfaced, including drainage issues, roof leakages, and pipeline defects, which the Respondent has failed to rectify. Section 14(3) of the RE(R&D) Act, 2016, imposes a statutory warranty of five years upon the promoter to rectify structural defects. The Respondent's defence that the flats were sold on an "as-is where-is" basis is untenable in law, as such conditions cannot override mandatory statutory obligations. However, since no technical expert report or documentary evidence establishing the specific defects has been placed on record in the present proceedings, no specific direction for rectification is issued at this stage. It is however open to the

Complainant to approach this Authority afresh with such material evidence, should the defects persist without rectification.

56. With regard to the alleged sale of the common parking area: The Complainant submits that the Respondent has sold portions of the common parking area in violation of the rights of the flat purchasers. The sale of common areas by a promoter is impermissible under the Act. However, in the absence of sufficient documentary material establishing the alleged illegal sale, no specific relief for cancellation is granted at this stage. The Respondent is directed to furnish all relevant documents, including sale deeds, parking layout plan, and allocation details, to the Association within 30 days, so as to enable the Association to take appropriate action if warranted.

57. In view of the above, Point–II stands answered in the above terms.

G. Directions of the Authority

58. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions:

- (a) The Respondent is directed to hand over physical possession and control of all common areas, including the terrace of the project, to the Association of Allottees in accordance with Section 17(1) of the RE(R&D) Act, forthwith.
- (b) The terrace, forming part of the common areas, shall be administered by the Association of Allottees for the collective benefit of all allottees.
- (c) The Respondent shall not obstruct the installation of solar systems by the Association over the terrace/common area, subject to statutory permissions and structural safety requirements.
- (d) The Respondent shall restore and maintain free and unobstructed access to the lift area and remove any obstruction, if existing.
- (e) The Respondent shall furnish the sanctioned parking layout plan and details of all parking allotments (including any sale/transfer of parking areas) to the Association within 30 days from the date of this order.
- (f) The Respondent shall execute a registered conveyance deed conveying the undivided proportionate title in the common areas in favour of the Association of Allottees as mandated under Section 17(1) of the RE(R&D) Act, within 60 days from the date of this order.

(g) It is open to the Association to approach this Authority afresh with documentary and expert material in support of the claims relating to structural defects and the alleged sale of common parking areas, if the Respondent fails to address those grievances.

59. If the Respondent fails to comply with the directions herein, it shall attract the provisions of Section 63 of the RE(R&D) Act, 2016.

60. The Complaint is disposed of in terms of the above directions. There shall be no order as to costs.

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

