

TELANGANA REAL ESTATE APPELLATE TRIBUNAL: HYDERABAD
Krishna Block, First Floor, Dr.MCR HRDI Campus, Road No.25, MP & MLA's Colony, Jubilee Hills,
Hyderabad-500 033.

CORAM: Hon'ble Sri Justice A. Santhosh Reddy, Chairperson.
Hon'ble Sri P. Pradeep Kumar Reddy, Judicial Member.
Hon'ble Smt. Chitra Ramchandran, Administrative Member.

T.A.Nos. 52, 53 and 54 of 2025

T.A.No. 52 of 2025

Between:

R.Srinivas Reddy, 54 years, S/o R.Ranga Reddy,
Flat No.102, Silver Sand Cyberdyne, Khanamet,
Kondapur, Hyderabad - 500084.

.....Appellant/Developer

AND

Rajasekharuni Maruthi Srinivas, 54 years ,
S/o Ranga Reddy, Flat No.204, Silver Sand Cyberdyne,
Izzathnagar, Hyderabad - 500084.

...Respondent/Complainant

T.A.No.53 of 2025

Between:

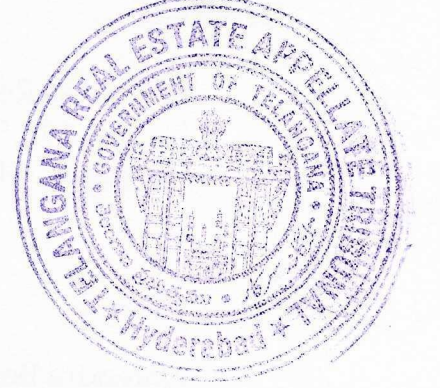
R.Srinivas Reddy, 54 years, S/o R.Ranga Reddy,
Flat No.102, Silver Sand Cyberdyne, Khanamet,
Kondapur, Hyderabad - 500084.

...Appellant/Developer

AND

Nerella Saraswathi, 46 years, D/o late Ramakrishna
Nerella, Flat No.203, 2nd floor, Plot No.6, Silver Sand
Cyberdyne, Khanamet, Kondapur, Hyderabad - 500084.

...Respondent/Complainant



T.A.No.54 of 2025**Between:**

R.Srinivas Reddy, 54 years, S/o R.Ranga Reddy,
Flat No.102, Silver Sand Cyberdyne, Khanamet,
Kondapur, Hyderabad - 500084.

.....Appellant/Developer

AND

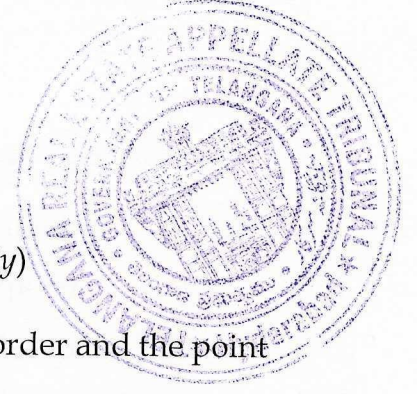
Narendra Boggavarapu, 35 years, S/o Thirupalu
Boggavarapu, Flat No.402, Silver Sand Cyberdyne 2,
Izzathnagar, Hyderabad - 500084.

...Respondent/Complainant

Counsel for the Appellant : Mr.G.V.Reddy

Counsel for the Respondents : Parties-in-person

Date of Decision : 06.04.2026



COMMON ORDER: *(Per Hon'ble Sri Justice A.Santhosh Reddy)*

Since all these appeals are arising out of the common order and the point involved in these appeals is one and the same, they are being disposed of by this Common Order.

2. These three appeals are filed by the appellant/developer against the Common Order, dated 14.10.2025, passed by the Telangana Real Estate Regulatory Authority, Hyderabad (for short 'the Regulatory Authority'), in Complaint Nos.75, 222 and 223 of 2025 respectively, whereby the complaints filed by the Complainants have been disposed of with the following directions:

- (i) the appellant shall communicate to all allottees the final parking allocation plan, reflecting the sanctioned layout and agreements executed with individual allottees.
- (ii) The Complainants and appellant may, as a first step, arrive at a mutually agreed allocation of parking spaces, ensuring parity and fairness among all allottees. In the event consensus is not reached, such allocation shall be carried out through a transparent and verifiable mechanism (such as a lottery system), preferably in the presence of the Association of Allottees (if constituted), ensuring that no allottee is discriminated against the same.
- (iii) The dimensions and location of the parking spaces allotted to the Complainants shall conform to the terms of the Agreement of

Sale/Sale Deed, and no deviation in size or accessibility shall be permitted.

- (iv) The appellant is further directed that the number of car parking slots shall not exceed the total number of units in the respective project. Further, the appellant shall maintain complete transparency in the allocation of common amenities and to avoid any act resulting in discriminatory treatment among the allottees. If the appellant fails to comply with the above directions, shall attract Section 63 of the Act.

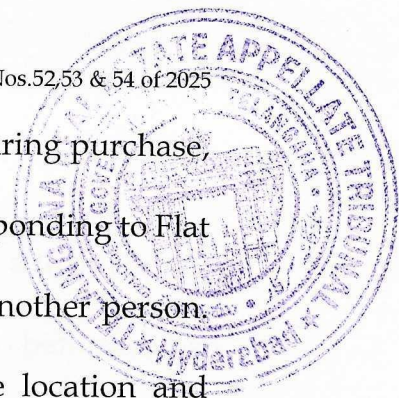
3. For the sake of convenience, the parties hereinafter referred to as complainants and developer as they were arrayed before the Telangana Real Estate Regulatory Authority.

4. The case of the complainants, in brief, is that they entered into Agreements of Sale with M/s. Silver Sand Cyberdyne, represented by its Managing Director R. Srinivas Reddy, on 20.06.2022, for purchase of Flats bearing Nos. 203, 204, and 402 respectively, each with one covered car parking space in the stilt floor. It is stated that the apartment complex comprises 20 flats, while the developer has constructed 21 car parking spaces. Out of these, 18 car parking's measure 18 x 18 feet and 3 car parking's measure 19 x 18 feet. The Complainants alleged that the developer has adjusted an additional car parking (21st) within the area earmarked for the three larger car parking's, thereby reducing the width per parking to approximately 6.3 feet, which has rendered parking impractical and causes obstruction while opening car doors.

The Complainant in Complaint No. 75 of 2025 contends that during purchase, the developer promised a parking slot near the main gate corresponding to Flat No. 203. However, the said slot was subsequently allotted to another person. Upon protest, the developer allegedly refused to change the location and behaved in an abusive manner. The Complainants assert that despite full payment and execution of registered sale deeds, the developer has altered the agreed parking layout to their prejudice, violating fair allocation principles and causing loss of rental income due to non-availability of proper car parking for tenants. Therefore, the Complainants have prayed for the following reliefs:

- a) To direct the developer to allot the car parking as per the sale deed, maintaining the dimensions of length: 4420 mm (14.5 feet), width: 1676 mm (5.5 ft), and height: 1905 mm (6.25 ft) in the stilt floor of Silver Sand Cyberdyne-2.
- (b) To ensure equitable and practical allocation of car parking spaces as per approved plan.

5. Developer filed a reply, *inter alia*, contending that the Sale Deed, dated 20.06.2022, was duly executed in favour of the Complainant for Flat No. 203, inclusive of one covered car parking, as per mutually agreed terms. The dimensions of the allotted car parking space are expressly recorded in the Agreement of Sale, dated 05.07.2021, and the Sale Deed, dated 20.06.2022. The dimensions specified therein length 4420 mm, width 1676 mm, and height 1905 mm were adhered to without deviation. It is further contended that the



Complainant's allegation of prompt payment is incorrect. The Complainant had defaulted on multiple instalments, however, the developer, acting in good faith, permitted registration. The developer categorically denies having altered the location of parking or reduced its size. It is further contended that there exists no statutory or contractual requirement mandating parking slot numbers to correspond with flat numbers. Hence, the claim that Parking No. 203 should align with Flat No. 203 is misconceived.

6. The developer further contended that 21 car parking's for 20 flats does not constitute a violation, as there is no legal restriction prohibiting additional parking. The parking layout was designed rationally to optimize available space and ensure circulation. The Complainants are seeking benefits beyond contractual entitlement. Since the registered Sale Deeds are final and binding documents defining rights and obligations, and had not been challenged before any competent court, the complaints fall outside the jurisdiction of the Authority under the Act. Therefore, the developer prayed for dismissal of the complaints in limine with exemplary costs.

7. Complainants filed a rejoinder, *inter alia*, contending that construction of an extra (21st) parking space amounts to alteration of common areas. The developer, after selling of flats, ceases to hold ownership rights in the property and is only responsible for providing amenities equally to all flat owners. With regard to allocation of car parking spaces, the developer should follow transparent and fair procedure, such as First-come-first-serve basis, or Serial

order, or Lottery draw among flat owners. However, the developer has disregarded these principles and allotted car parking's in a random and unfair manner. The act of converting two car parking spaces into three has created a situation where one of the three car owners is unable to park. The Complainant being a single woman is particularly aggrieved, as this has caused loss of rental income due to potential tenants refusing to occupy the flat for want of adequate parking. The Complainant prays that the Authority may inspect or direct a physical trial to ascertain feasibility of three cars in two slots and order compensation for the resultant harassment and pecuniary loss.

8. After hearing the complainants and the learned Counsel appearing for the developer and perusing the entire material available on record, the learned Regulatory Authority, *vide* impugned common order, dated 14.10.2025, disposed of the complaints filed by the complainants as stated supra.

9. Feeling aggrieved by the aforesaid common order of the learned Regulatory Authority, dated 14.10.2025, the developer filed the aforesaid appeals.

10. We have heard the learned Counsel appearing for the appellant/developer and the respondents/complainants and have gone through the entire material placed on record.

11. The Point that arise for consideration in these appeals are as under:

Whether the impugned common order, dated 14.10.2025, passed by the learned Regulatory Authority legally sustainable in law?

POINT:

12. Admittedly, the complainant (Rajasekharuni Maruthi Srinivas) in T.A.No.52 of 2025 had purchased a Flat No.204 along with single car covered parking (with dimensions of not more than Length: 4420 mm or 14.50 feet, Width: 1676 mm or 5.5 feet and Height: 1905 mm or 6.25 feet) in stilt floor in the apartment complex known as Silversand Cyberdyne-2, from the developer, vide sale deed, dated 31.07.2023.

13. Complainant (Nerella Saraswathi) in T.A.No.53 of 2025 had purchased a Flat No.203 along with single car covered parking (with dimensions of not more than Length: 4420 mm or 14.50 feet, Width: 1676 mm or 5.5 feet and Height: 1905 mm or 6.25 feet) in stilt floor in the apartment complex known as Silversand Cyberdyne-2, from the developer, vide sale deed, dated 20.06.2022.

14. Complainant (Narendra Boggavarapu) in T.A.No.54 of 2025 had purchased a Flat No.402 along with single car covered parking (with dimensions of not more than Length: 4420 mm or 14.50 feet, Width: 1676 mm or 5.5 feet and Height: 1905 mm or 6.25 feet) in stilt floor in the apartment complex known as Silversand Cyberdyne-2, from the developer, vide sale deed, dated 02.01.2020.

15. It is stated by the respondents/complainants that the apartment complex comprises 20 flats, however, the appellant/developer has constructed 21 car parking spaces.

16. Learned Counsel for the appellant/developer submitted that 21 car parking spaces for 20 flats does not constitute a violation, as there is no legal restriction prohibiting additional parking. He further submitted that since the complainants had not challenged the sale deeds, which define rights and obligations, before any competent Court, the complaints filed by them fall outside the jurisdiction of the Regulatory Authority as well as this Tribunal under the provisions of the Act.

17. During the pendency of the proceedings, this Tribunal, by order dated 10.02.2026, had appointed an Inspection Team with a direction to inspect the project 'Silversand Cyberdyne-2', plot Nos.5 and 6, Khanamet, Hitex road, Kothaguda, Ranga Reddy District and record physical features of the parking area and also specify the parking areas and its dimensions assigned by the appellant/developer to the respondents/complainants herein. Accordingly, the Inspection Team conducted an inspection of the project, on 23.02.2026, after giving notices to the appellant/developer and his counsel and also the complainants, and verified the physical dimensions and identification/numbering of parking slots and submitted its report to the Tribunal, on 24.02.2026, with the following findings:

- (a) 20 parking slots are physically available, corresponding to 20 residential units.
- (b) The parking slots are identifiable and numbered through sign boards affixed to roof beams.
- (c) Ground surface numbering was not observed.
- (d) The parking slots allotted to the concerned respondents/complainants were physically measured and verified.
- (e) The measured dimensions were marginally larger than those mentioned in the respective sale deeds.
- (f) The existing parking slot sizes are not in uniform dimensions and variation noticed during the inspections in allotted parking slots.

18. The complainants filed a joint representation against the Inspection Committee Report, dated 24.02.2026, *inter alia*, contending that the dispute is not regarding the car parking physical dimensions vs. dimensions as per sale deeds. But the parking area allotted to them is slotted between two pillars which gives insufficient usable space to park the cars, coming out of the car is troublesome as doors will not open. Even though this issue was witnessed by the Inspection Committee, they did not mention the same in the report. It is further contended that due to technical and physical difficulties involved in parking vehicles in these slots, the three flat owners are facing regular nuisance and frustration due to damages occurring to vehicles while parking and coming out of the vehicle due to insufficient usable space.

19. The complainants further contended that the developer has allotted car parking space to an extent of 16.10 feet width space to his Flat No.101 and 10 feet car parking space to his relative Flat No.403. They further contended that parking slots allotment was not performed in a transparent and scientific way i.e., the developer did not follow either first-cum-first serve basis, in serial order of flats or lucky dip. Further, the Inspection Team observed that car slot markings on the ground surface was not done. Therefore, they requested this Tribunal to direct the appellant/developer to release the second car parking space (under Flat No.101) to one of their three Flats i.e., 203, 204 and 402 and to resolve the matter permanently and ensure peaceful living conditions in the premises.

20. The main contention of the learned Counsel for the appellant/developer is that the learned Regulatory Authority has exceeded its jurisdiction by issuing directions for the reallocation of parking spaces and by restricting the total number of parking slots.

21. Coming to the powers of the Regulatory Authority are concerned, Section 17 of the Act mandates that promoter must execute a registered conveyance deed and transfer legal title of the apartment, plot, or building to the allottee, along with common areas to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the Occupancy Certificate. No doubt, Section 2 (n)(iii) of the Act manifestly defines that common areas include parking areas. The appellant/developer claims that

the registered sale deeds of the complainants specifically mention the allotted parking dimensions and location and that he had delivered parking slots as per the sale deeds and even exceeding the parking dimensions mentioned in the said sale deeds. However, the respondents/complainants contended that there are physical difficulties involved while parking the vehicles in the said slots and coming out of the vehicles due to insufficient usable space. That apart, the Inspection Team, in the report submitted to this Tribunal, found that the existing parking slot sizes are not in uniform dimensions and there is variation in the allotted parking slots.

22. It is pertinent to mention that as per standard norms and building regulations, the number of car parking spaces ordinarily corresponds to the number of dwelling units, unless additional spaces are expressly approved in the sanctioned building plan. The appellant/developer bears the responsibility of ensuring that facilities, including car parking spaces, are provided uniformly and without discrimination among all allottees. Further, any arbitrary reduction in the dimensions of car parking spaces or creation of excess parking slots contrary to the sanctioned plan, if established, would amount to a deviation affecting common areas.

23. The other contention of the appellant/developer is that the parking space was allotted as per the terms of the sale deed and that the respondents/complainants cannot make a claim for allotment of more area for parking.

24. On a perusal of the material placed on record, this Tribunal is of the opinion that when the parking area falls under common area, it loses the character of exclusive space of an allottee and as per the provisions of the Act, it falls within the control of association of the allottees to use such common area as required. Though the sale deeds contain specific dimensions of parking area of a particular allottee, it cannot change the nature of the parking space. Therefore, this Tribunal finds that the said parking area is legally a part of common area and no individual allottee can claim exclusive right over the same including the appellant/developer.

25. Under the Act, Resident Welfare Associations (RWAs) play a critical role in managing common areas and resolving parking disputes after the developer hands over the project. RERA mandates that open/stilt parking spaces be treated as common amenities, ensuring transparency in allocation and preventing illegal sale of such spaces by developers, thus authorizing the society/RWA to handle these issues upon handover of the project. Once a project is handed over, the Registered Resident Welfare Association holds the authority to manage, assign, and maintain transparency in parking allotments.

26. Considering the difficulties expressed by the complainants in parking the vehicles, the learned Regulatory Authority has rightly issued the directions in the impugned order. On a cumulative consideration of the entire material available on record, we do not find any justifiable ground or reason to interfere

with the impugned order, as the findings and directions issued by the learned Regulatory Authority are legally sound based on factual aspects.

27. In the result, all the three appeals filed by the appellant/developer are dismissed. Consequently, the impugned common order, dated 14.10.2025, passed by the learned Regulatory Authority in Complaint Nos.75, 222 and 223 of 2025, is hereby upheld. There shall be no order as to costs.

Pending miscellaneous applications, if any, shall stand closed.

Registry is hereby directed to transmit a copy of this order to the Regulatory Authority and parties as per provisions of Section 44 (4) of the Act.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

Sd/-

CHITRA RAMCHANDRAN
(ADMINISTRATIVE MEMBER)

TRUE COPY

Y. Reddy

Registrar

Telangana State Real Estate Appellate Tribunal
Government of Telangana
HYDERABAD

06.04.2026
GSN