

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]
Complaint Nos. 18 of 2025

Dated: 6th April, 2026

Quorum: **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**
 Sri K. Srinivasa Rao, Hon'ble Member
 Sri Laxmi Narayana Junnu, Hon'ble Member

1.Thanniru Naresh

*Flat No 301, 3rd Floor, Svs Oracle Residency,
Sadasiva Nagar, Narapally, Land Mark-Nalla Malla
Redyy College Road, Hyderabad-500088*

2.M Shiva Krishna

*Flat No 501, 5th Floor, Svs Oracle Residency,
Sadasiva Nagar, Narapally, Land Mark-Nalla Malla
Redyy College Road, Hyderabad-500088*

3.Ch Nagesh

*Flat No 407, 4th Floor, Svs Oracle Residency,
Sadasiva Nagar, Narapally, Land Mark-Nalla Malla
Redyy College Road, Hyderabad-500088*

4.Anil Kumar Chiluka

*Flat No 503, 5th Floor, Svs Oracle Residency,
Sadasiva Nagar, Narapally, Land Mark-Nalla Malla
Redyy College Road, Hyderabad-500088*

5.Akula Prakash Rao

*Flat No 510, 5th Floor, Svs Oracle Residency,
Sadasiva Nagar, Narapally, Land Mark-Nalla Malla
Redyy College Road, Hyderabad-500088*

6.Madhira Lakshmi Manohar

*Flat No 306, 3rd Floor, Svs Oracle Residency,
Sadasiva Nagar, Narapally, Land Mark-Nalla Malla
Redyy College Road, Hyderabad-500088*

... Complainants

Versus

1.M/s. SVS Promoters & Developers

*Rep. by Proprietor, Godala Ramya
Registered Office at 2-54, Divyanagar Main Road,
Narapally, Ghatkesar-500088.*

2.Nimmagadda Chinna Venkata Ratnam Choudary

*H.No 12-13-811, Tarnaka, Secunderabad.
Presently Residing At H.No 5-11-29,
Venkateshwara Nagar Colony, Meerpet,*

Moulali, Hyderabad 500040.

... **Respondents**

The present matter filed by the Complainant herein came up for final hearing on 17.09.2025 before this Authority in presence of Complainant in person and counsel on behalf of the Respondent; upon pursuing the material on record and on hearing arguments of both the parties and having stood over for consideration till this day, this Authority now proceeds to pronounce the present order on the Complaint.

ORDER

2. The Complaint has been filed under Section 31 of the Real Estate (Regulation and 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. Brief facts of the case:

3. This Complaint is filed by the Complainants who are allottees and residents of flats bearing Nos. 301, 501, 407, 503 and 510 in the project “SVS Oracle” with registration No. P02200001108 (valid from 07/08/2019 to 14/05/2024), situated at Divya Nagar Main Road, Narapally, Ghatkesar Mandal, Hyderabad. The Complainants submit that they have purchased their respective flats after payment of substantial sale consideration and execution of registered sale deeds and are presently in possession of the flats. However, it is alleged that despite such payment and possession, the Respondent No.1, namely M/s SVS Promoters & Developers, has failed to complete the project and provide agreed amenities and infrastructure as per the Agreement of Sale and brochure, thereby causing hardship and deficiency in service.

Sl. Nos.	Complainant Name	Purchased Flat No.	Consideration value
1	Thanniru Naresh	301 – 3 rd floor	50,00,000/-
2	M Shiva Krishna	501 – 5 th floor	52,00,000/-
3	Ch Nagesh	407- 4 th floor	44,00,000/-
4	Anil Kumar Chiluka	503- 5 th floor	44,00,000/-
5	Akula Prakash Rao	510- 5 th floor	18,06,000/-
6	Madhira Lakshmi Manohar	306- 3 rd floor	56,95,500/-

4. The Complainants have detailed both individual and common grievances. It is submitted that Flat No. 301 belonging to Thanniru Subhashini and Thanniru Naresh was to be

handed over by May 2022 but the project remains incomplete in several respects even as on date. The owners of Flat No. 501, namely M. Sivakrishna and M. Kavitha, have similarly alleged absence of essential amenities and incomplete common works. Chidalla Nagesh, owner of Flat No. 407, has pointed out incomplete works and safety concerns. Chiluka Anil Kumar, owner of Flat No. 503, who purchased the flat from the landowner's share, has also alleged non-provision of promised amenities. S. Jyothi and Akula Shashank, owners of Flat No. 510, have raised similar grievances relating to incomplete infrastructure and lack of facilities.

5. The Complainants have collectively alleged that the project suffers from serious deficiencies including non-installation of the second lift with the lift shaft remaining exposed, absence of balcony and corridor safety railings, exposed electrical cables on each floor, absence of power backup or generator facility, lack of CCTV cameras and round-the-clock security, absence of intercom facility, incomplete external painting and landscaping, absence of children's play area, indoor games, gymnasium, security room and entrance arch, lack of proper building name display, and unmarked and unallotted parking spaces. It is further alleged that these deficiencies create serious safety risks and render the premises unsafe for habitation.

6. It is further contended that the Respondent No.1 has obtained an Occupancy Certificate dated 03.05.2025 declaring that the project was completed by 25.11.2024, whereas in reality several mandatory works remain incomplete. The Complainants have also addressed the issue of alleged pending payments and submitted that in respect of Flat Nos. 301 and 501, there are no outstanding dues and the claims made by the Respondent are incorrect. With respect to other flats, only minor amounts are disputed. It is contended that in any case, such alleged non-payment cannot justify non-completion of common amenities and essential infrastructure.

7. The Complainants have further raised an issue relating to discrepancies in allocation of Undivided Share (UDS), stating that flats having identical built-up areas, particularly Flat Nos. 301 and 501, have been allotted different UDS values, thereby indicating inconsistency and lack of transparency.

B. Relief(s) sought:

8. In view of the above-mentioned facts and circumstances, the Complainants humbly prays that this Hon'ble Authority may be pleased to grant the following reliefs:

- a) To direct the Respondent to complete all pending works, requirements, and amenities strictly in accordance with the commitments made in the SVS ORACLE brochure and the Agreement of Sale, including all mandatory requirements of individual flats;
- b) To direct the Respondent to provide and install the second lift and ensure proper functioning thereof;
- c) To direct the Respondent to provide a proper power generator and power backup facility for the apartment;
- d) To direct the Respondent to provide and complete the following amenities and facilities: Umbrella roofs, Gardening, Children's play area, Indoor games facilities, CCTV cameras and surveillance system, Round-the-clock security, Intercom facility, Security room and entrance arch with proper apartment name display
- e) To direct the Respondent to complete additional works, including: Installation of window grills and balcony grills, Provision of door handles, Allotment of properly numbered parking spaces, Provision of housekeeping services
- f) To direct the Respondent to ensure compliance with HMDA norms, including proper gardening, safety and quality of construction, and regular cleaning of the cellar;
- g) To direct the Respondent to remove all safety hazards, including exposed power cables, absence of railings, and unsafe common areas;
- h) To direct the appropriate authorities, including RERA officials, to assess the project and ensure completion of all pending works with proper quality standards;

C. Reply on behalf of the respondent no.1:

9. At the outset, the Respondent No.1 in their counter, has categorically denied all the allegations made by the Complainants, contending that the same are false, frivolous, fabricated, and made with ulterior motives to gain wrongful advantage and cause wrongful loss to the Respondent.

10. The Respondent No.1 submits that the Occupancy Certificate (OC) has already been processed, and a DC letter for issuance of OC has been released vide Letter No. 014161/OC/HMDA/3863/GHT/2024 dated 28.04.2025 by the Hyderabad Metropolitan Development Authority (HMDA) through TG-bPASS. They filed the TG-bPASS Occupancy Certificate Fee Intimation Letter dated 28.04.2025.

11. The Respondent No.1 states that the Complainants had visited the project site (SVS Oracle), and after being fully satisfied with the project, proceeded to purchase their respective flats and executed registered sale deeds. The details of flat owners include:

- a) T. Subhashini and T. Naresh – Flat No. 301 (Doc No. 1038/2022)

- b) M. Shivakrishna and M. Kavitha – Flat No. 501 (Doc No. 1893/2022)
- c) Chidalla Nagesh – Flat No. 407 (Doc No. 1059/2023)
- d) Chiluka Anil Kumar – Flat No. 503 (Doc No. 2318/2022)
- e) S. Jyothi and Akula Shashank – Flat No. 510 (Doc No. 5924/2021)
- f) Madhira Adithya and Madhira Lakshmi Manohar – Flat No. 306 (Doc No. 10813/2023)

12. It is further contended that some Complainants have not paid the entire sale consideration as per the Agreement of Sale (as admitted by them before the Hon'ble Authority during the last hearing), despite which the Respondent No.1 proceeded with registration and handing over possession of the respective flats. They filed a statement of pending payments. On this ground alone, the Respondent No.1 asserts that the Complainants are not entitled to demand amenities as a matter of right.

13. The Respondent No.1 submits that due to the COVID-19 pandemic, the project was severely affected by financial distress, shortage of labor, and disruption in supply of raw materials. Despite such difficulties, the Respondent No.1 managed to complete construction and hand over possession of flats by executing registered sale deeds.

14. With respect to power supply, the Respondent No.1 submits that a stabilized residential power supply has already been provided to all unit holders. It is further alleged that some Complainants have tampered with existing cables by engaging external electricians without the knowledge of the builder. Additionally, the Respondent No.1 states that electricity bills of certain flats were paid by the builder up to March 2025 to avoid inconvenience, and filed supporting documents.

15. Regarding the diesel generator, the Respondent No.1 states that due to a change in emission norms from BS-IV to BS-V, there was an acute shortage of generators in the market, leading to delay in procurement. However, a fresh purchase order dated 24.04.2025 has been placed with M/s Serwell Power Systems for supply of a "Mahindra" make 82.5 KVA, 415V, 3-phase genset, and the timeline for installation is included in the schedule of works.

16. With respect to staircase hand railings, the Respondent No.1 submits that the work order has already been finalized, work commenced on 16.04.2025, and part of the work has already been completed. The relevant work order dated 14.04.2025 and progress photographs have been filed.

17. Regarding landscaping, it is submitted that the work order was issued on 20.10.2024, and initial work commenced but was discontinued midway by the contractor without reasons. The Respondent No.1 undertakes to resume the work either through the same contractor or by appointing a new contractor, with timelines specified in the schedule of works.

18. Similarly, with respect to external painting, the work order was issued on 05.01.2023, and major work was completed; however, the contractor discontinued work midway without reason. The Respondent No.1 states that necessary steps will be taken to resume and complete the work, with timelines provided in the schedule of works.

19. The Respondent No.1 further submits that work relating to other amenities is in progress or scheduled, including Security room glass fixing and finishing, Corridor and staircase final painting, Project name plate fixing, Car parking, Intercom work, Children's play area, Indoor games, Gym, Installation of second lift, Panel room and staircase doors. The Respondent No.1 provided detailed timelines for all such works and filed the copy of Schedule of Works.

20. It is further submitted that the "SVS Oracle Flat Owners Association" has been formed on 29.03.2025, and a list of members has been enclosed. It is stated that 4 out of 6 Complainants are members, including the Vice President and Joint Secretary.

21. With respect to HMDA norms, the Respondent No.1 denies the allegations and submits that the claims regarding non-compliance and poor quality are vague and defamatory, asserting that best quality materials were used and all HMDA norms have been adhered to. The Respondent No.1 refers to clauses of the Agreement of Sale, stating:

- a. Clause 18: Purchasers must pay ₹1,00,000 towards corpus fund
- b. Clause I: ₹45,150 towards provisi
- c. onal CAM charges for 12 months
- d. Clause IV: ₹25,000 electricity deposit reimbursement
- e. Clause V: ₹1,00,000 building protection deposit (undated cheque)

It is submitted that these amounts have not yet been paid by the allottees, despite possession being handed over.

22. The Respondent No.1 reiterates that electricity bills were borne by the builder up to March 2025, and that after formation of the association, maintenance and electricity responsibilities have been transferred to the association vide letter dated 27.04.2025.

23. It is further submitted that out of 35 flat owners, only 6 have filed Complaints, and the allegations are described as minuscule, vague, frivolous, and repetitive, while the remaining 29 flat owners are satisfied with the performance of the builder and have accommodated delays caused by unforeseen circumstances.

24. The Respondent No.1 assures that all pending works will be completed on priority as per the enclosed schedule and refers to Section 32(g) of the RE(R&D) Act, which encourages amicable settlement of disputes.

25. Finally, the Respondent No.1 prays that the Hon'ble Authority may take into consideration the impact of the COVID-19 pandemic, financial losses, and efforts made by the builder in handing over possession, and dismiss the Complaint, or pass such orders as deemed fit in the interest of justice.

D. REPLY ON BEHALF OF THE RESPONDENT NO.2

26. Respondent No.2, namely the landowner, has filed a separate counter. The Respondent No.2 submits at the outset that the Complaint filed by the Complainants seeking completion of pending civil works in the apartment project "SVS ORACLE" is not maintainable either in law or on facts, and is liable to be dismissed in limine. It is further contended that the Complaint suffers from mis-joinder and non-joinder of necessary parties, and on this ground alone is liable to be dismissed. The Respondent No.2 also submits that no part of the cause of action has arisen within the jurisdiction of this Hon'ble Authority, and therefore the Authority lacks territorial jurisdiction to entertain the Complaint. The allegations made in the Complaint are stated to be subject to strict proof.

27. It is further submitted that the Complainants have purchased and registered their respective flats as per their own choice and are presently in occupation and possession of their respective flats in SVS ORACLE.

28. The Respondent No.2 submits that he, along with Smt. Rani Kumari (wife) and Smt. Harini (daughter), are the co-owners of land admeasuring 4182 square yards, and that Smt. Harini has executed a General Power of Attorney (GPA) in favour of Respondent No.2 to the extent of executing sale deeds. It is further submitted that Respondent No.2 and co-owners entered into a GPA-cum-development agreement with Respondent No.1 (developer) with a sharing ratio of 50:50.

29. It is contended that Respondent No.1 (developer) prepared the project brochure and obtained all necessary permissions, including approvals from Pocharam Municipality, registration with RERA, and permissions from HMDA.

30. The Respondent No.2 submits that he has sold certain flats falling to his share as per the development agreement, and that it is clearly mentioned in the respective sale deeds that the flats were sold as “semi-finished flats.” In this regard, the Respondent No.2 provides the following details:

- a. Flat No. 503 sold vide Document No. 2318/2022 to Complainant C. Anil Kumar, who purchased the semi-finished flat with full consent, and photographic evidence is enclosed with the registered document.
- b. Flat No. 407 sold vide Document No. 10597/2023 by Smt. Rani Kumari to Complainant Chidalla Nagesh, who also purchased with full consent as a semi-finished flat, supported by photographs.
- c. Flat No. 510 sold vide Document No. 5924/2021 to Smt. Shashanala Jyothi and Sri Akula Shashank, and it is stated that they are not Complainants, while Sri Akula Prakash Rao is only a signatory without locus standi. These purchasers also consented to purchase a semi-finished flat with photographic evidence.
- d. Flat No. 306 sold vide Document No. 10813/2023 jointly by Respondent No.2, his wife, daughter, and Respondent No.1 (developer's share) to Madhira Adithya and his father Madhira Lakshmi Manohar, who purchased the semi-finished flat with full consent.
- e. Flat No. 301 sold vide Document No. 1038/2022 jointly to Thanniru Subhashini and Thanniru Naresh, who purchased the semi-finished flat with full consent.
- f. Flat No. 501 sold vide Document No. 1893/2022 jointly to Munukuntla Shivakrishna and Munukuntla Kavitha, who also purchased the semi-finished flat with full consent.

In all the above cases, it is emphasized that the purchasers were fully aware and consented to buying semi-finished flats, and photographic evidence is enclosed along with the registered documents.

31. The Respondent No.2 further submits that the allegations in the Complaint are not maintainable in view of the terms of the sale deed, wherein it is clearly provided that the flat owners shall form an association to address grievances common to all residents.

32. It is further contended that Respondent No.1 (developer) is solely responsible for completion of pending works and addressing grievances, if any, of the flat owners.

33. The Respondent No.2 asserts that he does not fall within the definition of “Promoter” under Section 2(zk) of the RE(R&D) Act, and therefore cannot be held liable under the provisions applicable to promoters. It is further submitted that, as per the development agreement, Respondent No.1 is responsible for providing all amenities as per the brochure, and the Complainants, being aware of the agreement, have wrongfully impleaded Respondent No.2 with ill motive in the present Complaint.

34. The Respondent No.2 states that the SVS ORACLE project consists of 80 flats, out of which 50 flats have been sold, and 35 flats are occupied. It is further submitted that although the Complainants allege common grievances, only 6 Complainants have filed the present Complaint, and they allegedly lack locus standi to maintain the same.

35. In conclusion, the Respondent No.2 prays that this Hon’ble Authority may be pleased to dismiss the Complaint against Respondent No.2 with costs, as otherwise he would suffer irreparable loss and damage.

36. Thereafter, the Respondent No.2 has also filed a Memo dated 03.04.2025 enclosing a letter dated 04.02.2025 issued by Respondent No.1, wherein the builder has undertaken to complete all pending works and obtain the Occupancy Certificate on or before 30.03.2025 and has agreed to pay a penalty of ₹5,00,000 per month in case of delay. The said letter also acknowledges pending works relating to flat internal works and common area balance works.

E. REJOINDER FILED BY THE COMPLAINANT TO THE COUNTERS OF RESPONDENTS

37. The Complainants have filed a rejoinder reiterating that the concerns raised in their Complaint are genuine, substantiated, and supported by documentary evidence, including photographs and resident testimonies. These issues arise from actual delays, incomplete works, and deviations from agreed project deliverables, directly affecting residents’ safety, convenience, and contractual expectations under RERA.

38. With regard to the Occupancy Certificate (OC), the Complainants submit that the builder obtained the OC on 03.05.2025, stating that required works were completed by 25.11.2024; however, in reality, several mandatory works remain incomplete. These include: unfinished balcony and corridor railings; non-installation of the second lift with exposed shaft; unmarked parking spaces; exposed power cables on each floor; absence of power

backup; and lack of building name/display for identification during emergencies. The Complainants have requested HMDA authorities to revisit the OC and provide clarification.

39. Regarding the purchase of flats, the Complainants state that all owners relied upon the commitments made by SVS Promoters & Developers regarding timely completion of the project; however, such promises were not fulfilled. Specifically, for Flat No. 301, the project was scheduled for handover by May 2022, but the same has not been handed over within the promised timeline.

40. On the issue of pending payments, the Complainants provide details clarifying that, contrary to Respondent No.1's claims, dues have either been settled or clarified with supporting documents. The details include:

- a. Thanniru Subhashini & Thanniru Naresh (Flat 301): ₹1,93,347 shown as pending by Respondent, but actually zero due (documents enclosed)
- b. M. Sivakrishna & M. Kavitha (Flat 501): ₹4,27,000 shown pending, but zero due
- c. Chidalla Nagesh (Flat 407): ₹30,000
- d. Chiluka Anil Kumar (Flat 503): ₹5,25,000 (purchased from landlord)
- e. S. Jyothi & Akula Shashank (Flat 510): ₹2,00,000

41. The Complainants assert that the agreement amount includes all promised amenities, and therefore they are entitled to seek full completion of the project as per the brochure and agreement before final handover.

42. The Complainants further submit that while COVID-19 impacted builders, it equally affected homebuyers, who nevertheless continued paying EMIs and installments irrespective of project progress, causing financial strain. Hence, the Complainants request the Authority to consider their situation.

43. With respect to Form-M Complaints, it is submitted that such Complaints are genuine and supported by evidence. The allegations of vagueness and repetition made by Respondent No.1 are denied, and it is highlighted that the builder himself has admitted before the Hon'ble Authority that delays occurred due to financial constraints.

44. In response to specific claims made by Respondent No.1:

- a. Power Supply: Though a transformer has been arranged, permanent electrical fittings such as lights and switchboards in common areas are not installed. Temporary hanging cables pose a safety hazard.

- b. Diesel Generator / Power Backup: The “Mahindra” 82.5 KVA, 415V, 3-phase generator has not yet been installed, despite claims made. Status updates are sought.
- c. Staircases & Hand Railings: In 2 out of 3 staircases, grills and railings are incomplete, leaving dangerous gaps between lift and walls, posing serious risk, especially to children and elderly.
- d. Landscaping: Work remains incomplete; status updates are requested.
- e. External Painting: Not completed, preventing installation of pigeon nets and causing hygiene concerns.
- f. Other Amenities: Several amenities committed in plans submitted to authorities remain incomplete; status clarification is sought.

45. The Complainants submit that the Flat Owners Association has not yet been registered, and the builder has failed to complete such registration.

46. Regarding HMDA norms, the Complainants submit that quality issues exist across apartments, and they request the Hon’ble Authority to initiate an independent investigation into construction quality.

47. Under the terms of the Agreement of Sale, the Complainants state that despite the association not being registered by the builder, residents began contributing towards maintenance from May 2025. However, Respondent No.2, who owns multiple flats, has refused to contribute and directs residents back to Respondent No.1, thereby causing maintenance issues.

48. The Complainants also highlight serious discrepancies in Undivided Share (UDS) allocation, noting that flats with identical built-up areas (e.g., Flat Nos. 301 and 501) have been allotted different UDS values. They request the Authority to direct Respondent No.1 to provide a formal explanation and rectify the agreements, with all costs borne by the developer.

49. It is further submitted that such UDS discrepancies are not isolated to this project but are also observed in other projects of the same developer, namely SVS East Paradise and SVS MR Palace, raising concerns about transparency and fairness across projects.

50. In conclusion, the Complainants submit that the issues raised are serious, genuine, and have caused mental, financial, and physical hardship, including loss of time and opportunities for children due to lack of amenities. They therefore pray that the Hon’ble Authority:

- a. To take strict action against Respondent No.1
- b. To impose monetary penalties for contractual and statutory violations
- c. To direct Respondent No.1 to bear legal and litigation costs
- d. To order an independent financial audit of the project to ensure transparency and detect misuse of funds

F. POINTS FOR CONSIDERATION

51. After deliberation on the facts and circumstances of the present case and the documents filed in this behalf, following issue sprout for consideration IS Whether the Complainant is entitled to the relief(s) as prayed for? If yes, to what extent?

G. OBSERVATIONS OF THE AUTHORITY

52. This Authority has carefully considered the pleadings, material available on record, and the submissions made by the respective parties. The principal issue that arises for consideration is whether the Respondents have complied with their statutory and contractual obligations in completing the project and providing the promised amenities to the Complainants.

53. The undisputed position that emerges from the record is that the Complainants are allottees who have paid substantial sale consideration, have entered into registered sale deeds, and are presently in possession of their respective flats. The grievance, however, pertains to the non-completion of the project and non-provision of essential and promised amenities, both in individual units and in common areas.

54. At the outset, this Authority deems it necessary to reiterate that the obligations of a Promoter under the Real Estate (Regulation and Development) Act, 2016 are statutory in nature and cannot be diluted. Section 11(4)(a) mandates completion of the project in accordance with sanctioned plans and the Agreement for Sale. Section 11(4)(e) obligates the Promoter to facilitate formation of the association of allottees, and Section 14 casts a duty to adhere to sanctioned specifications and rectify defects. These provisions, read together, make it abundantly clear that completion of a project is not limited to handing over possession, but extends to delivery of a fully functional, safe, and compliant project.

55. In the present case, it is an admitted position that Respondent No. 1 has obtained an Occupancy Certificate dated 03.05.2025. However, this Authority cannot overlook the categorical admissions made by Respondent No. 1 in its own reply, wherein it has acknowledged that several works remain pending. These include, inter alia:

- 1) Non-installation of the second lift, with the lift shaft remaining exposed;
- 2) Incomplete installation of staircase hand railings and safety grills;
- 3) Pending installation of diesel generator/power backup;
- 4) Incomplete landscaping and external painting;
- 5) Non-completion of amenities such as children's play area, indoor games, gymnasium, intercom, and security infrastructure;
- 6) Pending works relating to corridor finishing, parking demarcation, and common area development.

56. The existence of such admitted deficiencies clearly demonstrates that the project, in its current state, does not satisfy the test of completion as envisaged under the Act. The mere issuance of an Occupancy Certificate cannot be treated as conclusive proof of completion where substantial works affecting safety and habitability remain pending.

57. This Authority further observes that the deficiencies brought on record such as exposed lift shaft, absence of balcony and corridor safety railings, incomplete staircases, and exposed electrical infrastructure are not minor deviations but serious safety concerns. These deficiencies go to the root of habitability and render the premises unsafe for occupation. The continued existence of such unsafe conditions, despite handing over possession, is wholly contrary to the object and purpose of the RE(R&D) Act, which seeks to protect the interests of allottees and ensure safe and habitable living conditions.

58. This Authority also takes note of the fact that children's play area, parking demarcation, and common area development, remain incomplete. Such amenities form an integral part of the sanctioned project and the representations made to the allottees. Accordingly, Respondent No. 1 is directed to strictly adhere to the sanctioned plans and approved specifications and ensure completion of the project in its entirety.

59. The contention of Respondent No. 1 that certain Complainants have not paid the full sale consideration and are therefore not entitled to claim completion of amenities is found to be untenable. This Authority notes that Respondent No. 1 has failed to place any cogent or substantiated material on record to establish that the Complainants have defaulted in payment of the sale consideration or that any legally enforceable outstanding amounts remain due. In any event, the obligation of the Promoter to complete common areas and provide promised amenities is a collective and statutory obligation owed to all allottees, and cannot be made contingent upon individual payment disputes. Any alleged outstanding dues, if any, constitute

a separate cause of action available to the Respondent under Section 19 of the Act and cannot be set off against the Promoter's obligation to complete the project and deliver the agreed amenities

60. With respect to Respondent No. 2, this Authority notes that he has sought to disclaim liability on the ground that he is not a "Promoter" within the meaning of Section 2(zk) of the RE(R&D) Act. However, it is an admitted fact that Respondent No. 2 has entered into a GPA-cum-development agreement with Respondent No. 1 and has directly participated in the sale of flats from his share. The definition of "Promoter" under the RE(R&D) Act is broad and includes persons who construct or cause to be constructed a building for the purpose of sale. Therefore, the role and liability of Respondent No. 2 cannot be summarily excluded at this stage and requires consideration in light of his participation in the project.

61. As regards the plea of delay due to COVID-19, this Authority acknowledges the general disruption caused during the pandemic. However, it is noted that the project registration remained valid up to 14.05.2024, and further, Respondent No. 1 itself undertook, vide letter dated 04.02.2025, to complete the pending works by 30.03.2025. Despite such assurance, the works remain incomplete even as on date. Therefore, the plea of pandemic-related delay cannot justify continued non-compliance.

62. As regards the plea of delay attributed to the COVID-19 pandemic, this Authority is cognizant of the fact that regulatory relaxations and extensions were given by the Government of Telangana. It is also noted that the present project timeline overlaps with the COVID-19 period. However, in this regard, this Authority observes that Respondent No. 1 has not placed any material on record to demonstrate that it had made any application seeking extension of the RERA registration before this Authority, more importantly, Respondent No. 1, with full knowledge of the prevailing circumstances post-pandemic, has, vide its own letter dated 04.02.2025, expressly undertaken to complete the pending works on or before 30.03.2025. Such undertaking, having been made consciously and in the normal course of business after the COVID-19 period, binds the Respondent. Despite the same, the admitted position remains that the works are incomplete even as on date. In view thereof, this Authority is of the considered opinion that while the impact of COVID-19 is acknowledged in principle, the Respondent cannot, at this stage, seek to rely upon the same as a justification for continued non-compliance, particularly in light of its own subsequent undertaking which remains unfulfilled.

63. In view of the above, this Authority is of the considered opinion that Respondent No. 1 has failed to discharge its statutory and contractual obligations in ensuring completion of the project and provision of essential amenities and safety infrastructure.

H. DIRECTIONS OF THE AUTHORITY:

64. In light of the foregoing observations, this Authority proceeds to pass the following directions:

- a. Respondent No. 1 is hereby directed to complete the children play area (tot lot) in accordance with the project sanctioned plan.
- b. Without prejudice to the generality of the above, Respondent No. 1 shall, within a period of 60 (sixty) days from the date of this Order:
 - 1) Install, commission, and make fully operational the second lift;
 - 2) Complete installation of all safety railings and grills in balconies, corridors, and staircases;
 - 3) Install and commission the diesel generator / power backup system;
 - 4) Complete external painting, landscaping, and common area finishing works;
 - 5) Properly demarcate and allot parking spaces to allottees.

65. The Complaint is accordingly disposed of with the above directions. No order as to costs

Sd/-

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

Sd/-

Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

Sd/-

Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TG RERA