

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Date: 4<sup>th</sup> May, 2026**

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

**Complaint No. 375/2025/TG RERA**

**Balaji Elegancia Villa Owners Mutually Aided Co-Operative Maintenance Society Limited, Represented by its Chairman, Sri. S. Mahender Reddy**  
(R/o Villa No. 48, Balaji Elegancia, Kompally Village,  
Jayabheri Park Water Tank Road, Gandhi Maisamma,  
Dundigal Mandal, Medchal Malkajgiri District,  
Telangana - 500100.)

**...Complainant**

*Versus*

**M/s. Balaji Constructions, Represented by its Managing Partner, Sri. S. Prabhakar Reddy**  
(H. No. 9, Plot No. 2412, Flat No. 401,  
Spectra Pearl, Jubilee Enclave,  
HITECH CITY, Madhapur, Hyderabad,  
Telangana - 500081.)

**...Respondent**

The present matter, filed by the Complainant, came up for hearing before this Authority in the presence of the Complainant's Counsel, Adv. M. Balasubramanyam, Sandeep Pilli & Dushyanth Sharma and Counsel for the Respondent Adv. N. Pramod, Ch. Eswar Kumar Sharma & B. Uma Devi. After hearing the submissions of both parties, this Authority now proceeds to pass the following **ORDER**:

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

***A. Brief Facts of the Case as per Form M submitted by the Complainant:***

3. It was submitted by the Complainants that the Respondent was the Promoter and Developer of the real estate project named "Balaji Elegancia", situated in Survey Nos. 149/A,

150/B, 152/B, 153/A, and 153/B at Kompally Village and Municipality, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana State. The said project was conceived as a gated community complete with a compound wall, comprising 48 villas over a total land area of Ac. 3.32.8 Guntas. It was placed on record that the subject land belonged to Smt. K. Punyavathi, Sri K. Venkat Rao, Smt. K. Jhansi Lakshmi, and Sri K. Venkata Narayana. All the aforementioned landowners had jointly entered into a Development Agreement cum General Power of Attorney (DAGPA) with the Respondent for the development of the said project. The Respondent subsequently obtained a combined sanctioned layout plan vide File No. LR. No. 101582/Lo/plg/HMDA/2014 and LP No. 16/Lo/plg/HMDA/2018, dated 20-08-2018, along with Gram Panchayat permission vide Permit No. GPK/145/2018, dated 01-09-2018, for the construction of the gated community. Thereafter, the Respondent registered the project with TGRERA under Project Registration No. P02200003330, dated 25-08-2021, which was valid up to 01-09-2024.

4. It was further averred that at the time of launching the project, the Respondent issued attractive brochures and advertised extensively in local print and electronic media, as well as through an official website, promising a multitude of premium amenities. Attracted by these advertisements and the explicit assurances given by the Respondent regarding the provision of common amenities, the members of the Complainant Society approached the Respondent and purchased various villas in the project across different years via separate Sale Deeds. The specific purchasers and their respective villa numbers were detailed as follows:

<b>S. No.</b>	<b>Name of the Party</b>	<b>Villa No.</b>
1.	S. Mahender Reddy	48
2.	G. Raman Kumari	36
3.	K. Vijay Pal Reddy	26
4.	V. Kumara	23
5.	Anand Kumar Upadhyay	25
6.	A. Mounika	5
7.	J. Venkata Lakshmi	9
8.	Shyla	40
9.	S. Shilpa	2

10.	J. Manohar Reddy	27
11.	Srikanth Keshav Gaddam	39
12.	Kandadi Jyotsna Reddy	18
13.	V. Swarna Latha	11
14.	K. Archana	41
15.	M. Sunitha	22

5. The Complainants submitted that as per Clause 1.2 of the Agreement of Sale executed by the Respondent in favour of the members of the Complainant Society, the purchasers agreed to buy the villas together with other common amenities and common utilities in the project area. Furthermore, Clause 2.1 of the said Agreement revealed that the total sale consideration amount explicitly included payments towards the clubhouse, amenities, and infrastructure charges. Under Clause 4.3, the allottees were entitled to use and enjoy all common areas and amenities such as the clubhouse, open spaces, common electrical lines and lighting, water lines, pavements, and landscaped areas. Since the members of the Complainant Society had paid the total sale consideration inclusive of these charges, it was argued that a statutory and contractual obligation rested upon the Respondent to complete and provide all common amenities and hand over the common areas to the Society of Allottees as per the Real Estate (Regulation and Development) Act, 2016.

6. It was brought to the Authority's notice that pursuant to Clause 3.1 of the Agreement of Sale, the physical vacant possession of the schedule property along with common amenities was to be delivered within 18 months from the date of the agreement, subject to a grace period of 6 months. However, the Complainants alleged that even after the lapse of six years from the date of the Sale Agreements, the Respondent had neither completed nor provided the common amenities to the allottees. Consequently, it was asserted that the members of the Complainant Society were entitled to claim appropriate compensation from the Respondent-developer under the provisions of the RE (R&D) Act, 2016.

7. The Complainants further contended that under Section 4(b) of the RERA Act, the Respondent was responsible for obtaining the completion certificate or the occupancy certificate from the competent authority and making it available to the allottees or their Society. Despite the passage of six years, the Respondent had allegedly taken no action to obtain the Occupancy Certificate.

8. Additionally, it was submitted that Clause 6(g) of the Agreement of Sale strictly prohibited any changes or modifications to any of the common areas. In blatant violation of this clause and Section 14 of the RERA Act, the Respondent developer had unilaterally changed the location and design of the Club House as well as the design of the Entrance Arch of the project.

9. Regarding the formation and handover to the association, the Complainants stated that under Clause 6(1) of the Agreement of Sale, the Developer was obligated to form a Society with the allottees upon completion of the project for its maintenance. The Respondent not only failed to initiate the formation of the Society but also actively obstructed the allottees' process of registering with the Registrar of Cooperative Societies, prompting a complaint letter dated 08-05-2025. Left with no alternative, the villa owners gathered together, formed a Society independently, and submitted an application for registration. The said Society was subsequently registered vide Registration No. TG/MLKG/MACS/2025-44/FOWM on 12-05-2025, completely without the involvement of the Respondent. Furthermore, it was alleged that in violation of Section 17 and Section 11(4)(g) of the RERA Act, the Respondent failed to complete the construction works in respect of common amenities and failed to hand over the common rights and the corpus fund to the Society.

10. It was submitted that since the Respondent had failed to provide the amenities in terms of the Agreement of Sale and the brochure specifications, violating Clause 4.3 of the Agreement, the Respondent was liable for the payment of appropriate compensation for the mental agony caused to the members, in terms of Clause 10 of the Agreement of Sale and Sections 12, 14, and 18 of the RERA Act. Moreover, it was alleged that the Respondent was taking steps to extend the existing project without the requisite consent of the majority of the allottees, thereby contravening the terms of the Agreement and project specifications. The Complainants also alleged a violation of Section 17 of the RERA Act, stating that the promoter had entered into agreements of sale and executed Sale Deeds in favour of the allottees prior to the RERA registration.

11. The Complainants provided a detailed and exhaustive list of the specific common amenities and project highlights that were promised in the brochure and advertisements, as well as assured at the time of executing the Agreement of Sale, but were either incomplete or completely absent.

12. It was submitted that the Respondent had assured comprehensive water infrastructure facilities, including a Water Treatment Plant (Water Softener) designed to supply soft water to the project. However, the Respondent failed to provide the said water treatment plant, thereby causing significant inconvenience to the occupants.

13. It was stated that a Sewage Treatment Plant (STP) of adequate capacity was also committed by the Respondent as per the brochure specifications. It was alleged that the Respondent failed to complete the construction and commencement of the STP, which adversely affected the hygienic and environmental conditions within the project premises.

14. It was further averred that despite clear contractual obligations under the brochure specifications and explicit assurances given at the time of the Agreement of Sale regarding the provision of a drinking water facility, the Respondent completely failed to supply the same.

15. Crucially, it was brought to light that the Respondent had failed to construct a Water Sump intended for the supply of water to the individual villas. It was alleged that, presently, water was being supplied to the villas by improperly storing it in a temporarily constructed swimming pool.

16. Regarding power and security infrastructure, it was submitted that the brochure specifications obligated the Respondent to provide 100 per cent DG (Diesel Generator) power backup, solar fencing, and energy-efficient solar street lights. The Complainants asserted that none of these facilities had been provided by the Respondent.<sup>6</sup>

17. In terms of security, it was stated that the project brochure and assurances given at the time of executing the Agreement of Sale obligated the Respondent to provide 24x7 multi-level security. This was to include CCTV cameras installed at the gates, kids' play area, Club House, and other key locations. Furthermore, each villa was to be connected to the security office through an intercom facility. It was alleged that the Respondent had entirely failed to provide this security apparatus within the premises of the project.

18. With respect to the Club House, it was submitted that according to the approved plan and the specifications provided in the brochure, the Respondent was mandated to construct a Club House comprising several specific facilities. These included a club lounge with a cafeteria, air-conditioned guest rooms, an air-conditioned multipurpose conference hall/banquet hall, a fully equipped gymnasium for men and women, and an indoor gaming area

equipped for table tennis, board games, and billiards. It was averred that the Respondent had failed to deliver these promised facilities.

19. Finally, it was submitted that as per the brochure specifications and the assurances given at the time of the Agreement of Sale, the Respondent had also committed to providing numerous other aesthetic and recreational common amenities. These included a lawn with a pathway, a well-designed swimming pool complete with a kids' pool area and changing rooms, designed landscaping with plantation, and rainwater management systems involving the construction of adequate water harvesting pits within the premises.

20. Furthermore, the promised amenities included a meditation/yoga centre, a badminton court, a mini basketball court, landscaping and a dedicated children's play area, proper numbering of the villas, comprehensive plantation across the premises, and a perigola constructed as per the design given in the brochure. The Complainants alleged that the Respondent had blatantly violated these commitments by failing to provide the aforementioned amenities.

### ***B. Relief(s) Sought***

21. Accordingly, the Complainant sought the following relief:

*a) Direct the Respondent-Developer to complete the construction works and provide the following amenities to the Members of Complainant-Society within a reasonable time to be fixed by this Authority.*

- i. Water Treatment Plant (water softer)*
- ii. Sewage Treatment Plant (STP)*
- iii. Drinking Water Supply*
- iv. 100% D.G Power Backup*
- v. Solar Fencing and Solar Street Lighting*
- vi. Club House with all facilities as promised*
- vii. Adequate Security Arrangements*
- viii. Lawns with pathway*
- ix. Well-Designed Swimming Pool with Kids' Pool Area and Proper Changing Rooms*
- x. Designed Landscaping with Plantation*
- xi. Rainwater Management by Constructing adequate water harvesting pits within the layout.*
- xii. Meditation/Yoga Centre*
- xiii. Badminton Court*
- xiv. Mini Basketball Court*
- xv. Children's Play Area*
- xvi. Numbering of Villas*

- xvii. *Completion of installation of CCTV cameras in the entire premises.*
- xviii. *Construction of Perigola as per the Design in the Project Brochure*

### **C. Counter filed by Respondent**

22. A Counter Affidavit was filed on behalf of the Respondent, wherein it was most humbly submitted that the complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, was completely misconceived, untenable, and unsustainable. At the outset, a strong preliminary objection was raised regarding the Complainant's locus standi. It was averred that the Complainant, an association registered as a Society, comprised less than fifty percent of the total allottees who had entered into purchase agreements with the Respondent. Consequently, it lacked the locus standi to represent all the purchasers of the residential villas.

23. The Respondent further submitted that the Complainant had approached the Hon'ble Forum with unclean hands by suppressing material facts. It was argued that the complaint was entirely premature, as the Complainant had not waited for the period of completion in accordance with the revised plan and the registration made under the provisions of the Act. The Respondent brought to the record that an application for the renewal and extension of the project's registration was still pending before the Authority. Therefore, alleging deficiencies in uncompleted works while the renewal was pending and the prescribed period of completion had not lapsed was an attempt to cause undue loss and damage to the Respondent's reputation. It was alleged that this mala fide approach could adversely affect the completion of the ongoing project, which had been revised with an extended area of construction.

24. Clarifying the circumstances surrounding the execution of the sale deeds, the Respondent submitted that it was not obligated to register the property or deliver possession to the allottees before securing the Occupancy Certificate (OC). However, keeping in view the financial constraints of the Complainant's members, the Respondent executed sale deeds for unfinished villas solely to enable the allottees to avail financial assistance (home loans). It was asserted that the purchasers were fully aware of the semi-finished nature of the villas, which required completion subject to the payment of the complete sale consideration. Possession was handed over strictly to facilitate the purchasers in commencing interior works and minor alterations, without modifying the major outlook and elevation of the villas. The Respondent emphasized that handing over such early possession did not automatically entitle the purchasers to avail all community amenities, which would only be available after the entire project was constructed and the OC was secured.

25. The Respondent vehemently refuted the Complainant's reliance on a brochure circulated by the previous management. It was detailed that the previous management had undertaken the construction of 48 villas on an area of Ac. 3.33 Guntas but failed to proceed, eventually handing the project over to the current management in 2018. The current management obtained approvals for a revised proposal, displayed it on the official website, and shared it with all prospective buyers. The buyers purchased the villas based on this revised 2018 approval, executing agreements of sale in 2019. These agreements clearly indicated the specifications in the schedule and contained no reference to the old brochure. Therefore, the old brochure had nothing to do with the ongoing registered project. Furthermore, although the agreements did not mandate the provision of a club facility, the Respondent, with a view to providing better living standards, voluntarily proposed to build an upgraded, larger clubhouse to cater to the extended area. Thus, the Respondent was providing more facilities than contractually obligated.

26. Addressing the financial aspects and amenities, it was submitted that the sale consideration included only the Schedule B area and amenities, exclusive of maintenance charges and the corpus fund. These charges were payable for a specified period of two years commencing immediately from the date of handing over possession *after* securing the OC. The Respondent stated that works relating to the Sewerage Treatment Plant (STP), Water Treatment Plant, backup power generator, and common amenities, including the clubhouse, were currently being undertaken. The members of the Complainant were not entitled to enjoy these amenities without the payment of the complete sale consideration and the clearing of all outstanding arrears.

27. The Respondent categorically denied responsibility for any alleged delay in delivering the constructed villas. It was submitted that after the execution of the sale deeds and the handing over of possession, the purchasers indulged in requesting modifications and customizations to certain structural and internal layouts. These requested alterations caused a postponement in the completion of works, thereby resulting in a delay in securing the OC from the Competent Authority, as the OC could only be availed after the completion of the entire project per the revised sanctioned plan.

28. Responding to allegations regarding modifications to the approved plan, specifically concerning the clubhouse and entrance arch, the Respondent deemed them misconceived. It was pointed out that while Clause 6 of the agreement restricted purchasers from modifying

existing plans or structures, it placed no such restriction on the Developer to limit its rights to relocate or restructure the clubhouse or entrance arch for viability and suitability. It was averred that such changes were made solely to enhance the elevation and standards of the project without compromising the original plan's quality, causing no prejudice or loss to the purchasers.

29. On the issue of the formation of the Society and the handing over of common areas, the Respondent submitted that the agreement explicitly stated the Society would be formed only after the completion of the project and with the cooperation of a majority of the purchasers. Since the works were still in progress, the OC was pending, and many purchasers were in arrears, the Respondent rightfully objected to the premature formation of the Society. The Respondent expressed its readiness to hand over the common rights and corpus fund to the Society after a period of two years from the date of the issuance of the OC, as the maintenance of common amenities remained under the control of the Developer during that interim two-year period. Consequently, the contention that the Respondent was acting in contravention of Section 17 of the Act was termed untenable.

30. It was reiterated that the ongoing construction was proceeding strictly in accordance with the revised sanctioned plan approved by HMDA, for which the members of the Complainant had explicitly given "no objection" undertakings. The Respondent argued that by accepting the execution of the sale deeds to facilitate their financial assistance, the purchasers had waived their rights by acquiescence and could not subsequently impugn the Respondent's conduct.

31. Finally, the Respondent submitted that it had completed the construction of the villas and provided facilities such as roads, open areas, the STP, and drinking water, even though several members had committed defaults in making full payments. It was alleged that the photographs filed by the Complainant were extrapolated from other unrelated areas of the project. The Respondent argued that the Complainants, who were in arrears, were seeking to make an unlawful gain by suppressing material facts and attempting to prevent the Respondent from completing the 92 villas under the revised plan.

32. In light of these detailed submissions, the Respondent prayed that the Hon'ble Authority be pleased to dismiss the complaint as lacking bona fides, being an act of misrepresentation, misleading, premature, and completely devoid of merits and substance, and pass any other further orders deemed fit and proper in the circumstances of the case.

#### ***D. Rejoinder filed by the Complainants***

33. A Rejoinder was filed on behalf of the Complainant Association, wherein it was respectfully submitted that the averments made in the counter affidavit, alleging that the Complainant had admitted or refused certain contents therein, were wholly misconceived and denied in toto. The Complainant asserted that it neither admitted nor conceded to the assertions made in the counter and reiterated that all statements in the original petition stood as originally stated.

34. At the outset, the Complainant most respectfully denied the preliminary objections raised by the Respondent, characterizing them as baseless, misconceived, and unsustainable in law. The assertion that the Complainant Association lacked locus standi was wholly denied. It was submitted that the Complainant Association was a duly registered body representing the interests of its members, who were valid allottees under duly executed agreements for sale. The Respondent's claim that a fifty percent membership requirement existed was refuted as being neither a statutory prerequisite under Section 31 of the Real Estate (Regulation and Development) Act, 2016, nor supported by any provision of law. The Complainant averred that it had approached the Hon'ble Authority in good faith with full disclosure of material facts, and the allegations of suppression or approaching the forum with "unclean hands" were denied as deliberate attempts by the Respondent to distract from their own non-compliance, delays, and deviations from promised timelines. Furthermore, it was argued that any revised plan and registration referred to by the Respondent could not override the contractual and statutory rights of the allottees or absolve the Respondent of their obligations.

35. Addressing the project timelines, the Complainant submitted that the Respondent's assertions were misleading and legally untenable. It was placed on record as an admitted fact that the completion date for the project "Balaji Elegancia", as per RERA Registration Certificate No. P02200003330, was September 1, 2024, which had already lapsed. The schedule property of the project was confined exclusively to an extent of Ac. 3-33 guntas (Schedule-A in the Agreement of Sale), and the facilities and amenities attached as Annexure-A were applicable solely to the residents of this specific project. It was argued that the Respondent could not seek refuge under any subsequent or revised timeline, especially since the statutory deadline had expired and the executed agreements clearly stipulated contractually binding completion timelines that overrode any unilateral extensions.

36. The Complainant specifically reminded the Authority of Clause 7(1)(a) of the agreement, which explicitly stipulated that "Time is the Essence of the Contract/Agreement". It was submitted that this self-explanatory clause made the Respondents liable for penalties and obligated them to complete the project in all aspects without further demands for any payables from the Complainants.

37. Furthermore, it was submitted that the alleged revision of the project was still pending before the competent authority and had not been duly approved. Relying on Section 14 of the RERA Act, the Complainant averred that any revision or modification to the sanctioned project—including extensions of timelines, changes in layout, or amenities—could not be effected without obtaining the prior informed consent of the allottees. Thus, any reliance placed by the Respondent on a purported revision or extension was legally untenable.

38. Responding to the Respondent's defences regarding a change in management, the Complainant submitted that these irrelevant matters were cited solely to divert attention from the inordinate and unjustifiable delay. It was pointed out that the Respondents had failed to disclaim the representations made in the project brochure or inform the Complainants of any revisions or deviations from the original plans. Because the Complainants entered into the Agreement of Sale in 2019 with the purported new management, relying on the brochure and oral assurances, the Respondents remained entirely bound by those commitments and could not use internal management changes to escape liability.

39. Regarding the financial claims, the Complainant submitted that because the project had been abnormally delayed and remained incomplete, the issue of commencing maintenance payments did not arise at this stage. Consequently, the Complainants sought explicit directions from the Hon'ble Authority to instruct the Respondent to return the Corpus fund of Rs. 1,00,000/- (Rupees One Lakh only) per villa, along with interest at the rate of 24% per annum. Furthermore, it was prayed that the maintenance amount of Rs. 2,00,000/- (Rupees Two Lakhs only) per villa collected from the owners be handed over to the Society with immediate effect, as the members of the society were willing to take over the maintenance themselves.

40. The Complainant highlighted that the Respondents' own reply was self-explanatory and constituted a clear admission of non-compliance, as they admitted that the agreed amenities and facilities were still "in progress" and incomplete despite the lapse of the revised completion date. It was noted that the Respondents failed to substantiate their statements with any documentary evidence, timelines, progress reports, or valid justifications for the delay.

41. A critical grievance raised by the Complainant was the Respondent's improper attempt to combine the subject project with an adjacent, separately developed project. The Complainant submitted that their project, "Balaji Elegancia" (RERA No. P02200003330), spanned an extent of 3 acres and 32 guntas across Survey Nos. 149/B, 150/B, 152/B, 153/P, and 177/B. However, the Respondent was wrongfully integrating it with a second project named "Balaji Elegancia Extn" (RERA No. P02200008919), which consisted of approximately 48 villas spanning an extent of 7.52 acres across overlapping and distinct Survey Nos. 149/B, 150/B, 152/B, 153/AA, 153/A, 153/P, 177/AA, and 177/B.

42. It was vehemently submitted that the Agreement of Sale contained no reference to, or approval for, the integration or sharing of amenities and facilities with any other project. The Complainant averred that treating two distinct projects as one to share common amenities was a unilateral, unauthorized action that directly contravened the terms of the agreement, diluted the commitments made exclusively to the allottees of the subject project, and breached both contractual and statutory obligations. The Complainant objected to this merger and demanded that all promised amenities be provided exclusively as per the approved plan of the original project.

43. In conclusion, the Complainant reiterated that there had been a severe delay of over three years in the completion of the project by the Developer. Even factoring in the revised completion date registered under RERA, an unjustified delay of approximately 11 months persisted, amounting to a clear breach of the agreement and RERA obligations. Terming the Respondents' contentions as evasive, devoid of merit, and aimed solely at avoiding accountability, the Complainants prayed that the Hon'ble Forum direct the Respondent-Developer to complete the construction works and provide the promised amenities to the members of the Complainant-Association within a reasonable timeframe fixed by the Authority.

#### ***E. Summary of Engineering Staff College Inspection Report***

44. On 04.09.2025, the Complainants requested that a third-party inspection of the project site be conducted. Pursuant to the said request, this Authority sought a report from the Engineering Staff College of India (ESCI). In compliance thereof, ESCI conducted the inspection and submitted its report, the relevant findings of which are set out hereinbelow:

The ESCI team has inspected all the concerned work components in accordance with the requirements of the Authority, and the current physical progress of the respective components, as observed during the inspection, is furnished below.

**A. Current Stage of Pending construction, Villas & Amenities**

**Phase-I Villas**

- i. Permitted-48
- ii. Constructed 46 out of which 25 are semi-finished
- iii. Handed over & occupied -21

**Phase-II Villas**

- i. Permitted-43 and are under construction

**Common Amenities**

**i. Water treatment plant/Drinking water facility**

The Builder promised to install the Water Softener and Sump by 31-03-2026

**ii. Sewage Treatment Plant:**

Civil works of the Unit Process are done whereas the Electro-Mechanical Installations are not done. The Builder promised to complete and commission the STP by 31-03-2026

**iii. Drinking Water Supply and Water Sump**

The Builder needs to apply and process water supply connection from HMWSSB the builder in his commitment letter stated to complete the facility by 31-03-2026

**iv. 100% DG Power Backup:**

The builder in his commitment letter stated to complete the facility by 31-12-2026

**v. Solar Fencing and Solar Street Lighting**

Solar fencing the builder in his commitment letter stated to complete the facility by 31-12-2026  
Solar Street lighting - Erection of poles and fixtures are done and illumination with is observed with TGSPDCL power supply

**vi. Club House with all specified Facilities**

**(Lounge, Cafeteria, Guest Rooms, Hall, Gym, Indoor Games):**

During inspection it is noticed that only one floor is constructed 63' x 46' = 2898 sft

In the Revision cum extension layout 12,516 sq.ft. is permitted for club house The builder in his commitment letter stated to complete this facility by 05-03-2028

**vii. Adequate Security Arrangements (CC TV, Intercom facility, 24X7 Security)**

During inspection the ESCI team observed deployment of security personnel at the main entrance on enquiry with Sri. Ajay Kumar Security person it was informed 4-nos of security personnel are deployed @ 2-persons day shift and 2-persons night shift.

**CCTV, Intercom are not installed, the builder has stated that CCTV & Intercom facility is not in their agreed scope.**

**viii. Lawns with Path Way:**

During inspection of the ESCI team observed completion of Lawns and Pathways.

**ix. Swimming Pool with Kid's pool and Changing rooms:**

This facility is not done and the builder committed to complete this facility by 05-03-2028. However, the builder needs to complete by 05-03-2026 in accordance to the HMDA permission which is mandatory to obtain Occupancy certificate

**Critical Observation:** As on date of inspection this structure (Meant for swimming pool is being utilised to store borewell water and supply for utilities)

**x. Designed Land scaping with Plantation:**

During inspection of the ESCI team observed completion of Land Scaping and Plantation to the extent of phase-I

**xi. Rain Water Harvesting Structures**

Rain Water Harvesting structures are not done as per standard norms and the builder committed to complete this facility by 30-12-2025

**xii. Meditation/Yoga Center**

The Meditation and Yoga centre are housed in club house which is incomplete.

The builder committed to complete this facility by 05-03-2028. However the builder needs to complete by 05-03-2026 in accordance to the HMDA permission which is mandatory to obtain Occupancy certificate

**xiii. Badminton Court and Mini Basketball Court:**

During inspection the Builders' team has shown the earmarked area but installation is not done further the builder committed to complete this facility by 30-12-2025

**xiv. Children Play Area:**

During inspection the Builders' team has shown the earmarked area but installation of play fixtures is not done further the builder committed to complete this facility by 30-12-2025

**xv. Numbering of Villas**

During inspection numbering of villas is not done further the builder committed to complete the numbering of villas by 30-12-2025

**xvi. Pergola Construction as per Brochure:**

The builder has constructed Entrance Arch/Bow with entry gate and exit gate, the Complainants' contention is to construct as promised in the Brochure in this context. The builder has offered no comments on this matter.

**Conclusion:**

As a result of our comprehensive evaluation, it is our considered opinion that, under Phase-I, 46 villas have been constructed out of the proposed 48, of which 21 are currently occupied. Under Phase-II, construction of 43 villas is presently in progress.

The Local Authority, HMDA, through the Phase-II Revised-cum-Extension of Layout with Housing Approval, has accorded approval for the construction of an additional 43 villas, for

which work is underway. The Authority has directed the developer to complete the development works by 05-03-2028 and thereafter submit a requisition for the release of mortgaged plots and issuance of the Occupancy Certificate.

Although some development works have been completed, the progress is considered partial, and the following common amenities are still pending completion:

### **Pending Common Amenities Works**

<b>Sl. No.</b>	<b>Component</b>	<b>Present Status / Observation</b>	<b>Builder's Commitment for Completion</b>
1	Villas Phase I	46 villas constructed out of 48 and 2 villas pending completion	—
2	Villas Phase II	43 villas under construction; valid approval period up to 05-03-2026	05-03-2026
3	Water Treatment Plant	Sump construction in progress; current supply managed through pneumatic system	31-03-2026
4	Sewage Treatment Plant	Civil works completed; electro-mechanical works pending	31-03-2026
5	Drinking Water Supply (HMWSSB Connection)	Not yet connected	31-03-2026
6	100% DG Power Backup	Pending installation	31-12-2025
7	Solar Fencing & Solar Street Lighting	Street lighting completed; solar fencing pending	31-12-2025
8	Club House with Specified Facilities	Ground floor completed and being utilised by the respondent (2,989 sq. ft. of total 12,516 sq. ft. sanctioned Stilt+4 upper floors structure)	05-03-2028
9	24x7 Security, CCTV & Intercom	4 security personnel deployed; CCTV & Intercom not installed (though committed in brochure)	Not specified
10	Lawns with Pathway	Completed to the extent of Phase-I; Phase-II pending	—
11	Swimming Pool with Kid's Pool & Changing Rooms	Not yet constructed	05-03-2028
12	Designed Landscaping with Plantation	Completed	—
13	Rainwater Harvesting Structures	Not done	30-12-2025
14	Meditation/Yoga Centre	Not done	05-03-2028
15	Badminton Court & Mini Basketball Court	Not done	30-12-2025
16	Children's Play Area	Not done	30-12-2025
17	Numbering of Villas	Not done	30-12-2025
18	Pergola Construction / Entrance Arch	Entrance arch with entry and exit gates completed	Not specified

## **CRITICAL OBSERVATION:**

Considering the quantum of pending works, the ESCI team is of the opinion that, in order to achieve timely completion as committed, the builder must deploy multiple work teams concurrently and ensure uninterrupted cash flow throughout the execution period.

### **Concluding meeting:**

Upon completion of the report, the ESCI team informed both the petitioner and the respondent through telephonic communication to attend a meeting on 29-10-2025 for deliberation. In compliance, the respondent & Petitioner teams attended the meeting at the ESCI office and they were appraised of our observations as per the mandatory norms of RERA.

### ***F. Points for Consideration***

45. After considering submissions made by both parties, the following question arises before this Authority:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

### ***G. Observations of the Authority***

46. Upon a careful examination of the pleadings, documents, submissions placed on record by both parties, and the inspection report submitted by the Engineering Staff College of India (ESCI), this Authority proceeds to examine the Complainant's entitlement to the relief sought.

47. The Complainant is a duly registered Society of villa owners in the project "Balaji Elegancia," bearing RERA Registration No. P02200003330, developed by M/s. Balaji Constructions. The grievance of the Complainant centres around the failure of the Respondent to complete and provide the common amenities promised in the brochure, the Agreement of Sale, and the project specifications, despite the lapse of the declared completion date.

48. Before proceeding to examine the merits, this Authority addresses the preliminary objection raised by the Respondent regarding the locus standi of the Complainant association on the ground that it does not represent fifty percent or more of the total allottees. This Authority finds no merit in the said objection. Section 31 of the RE (R&D) Act, 2016 confers the right to file a complaint upon any aggrieved person, which includes association of allottees acting in a representative capacity for the purpose of seeking redressal of grievances arising out of the project. There is no statutory requirement that a minimum percentage of allottees must constitute such an association for it to have locus standi before this Authority. The Complainant association is duly registered and has been constituted by the villa owners for the

specific purpose of addressing grievances arising out of the project. The preliminary objection is accordingly overruled.

49. The Respondent has also contended that the complaint is premature as an application for renewal and extension of the project's registration is pending before this Authority. This Authority is unable to accept this contention. It is an admitted position that the RERA Registration Certificate No. P02200003330 in respect of the project "Balaji Elegancia" was valid up to 01.09.2024, and the said date has long since lapsed. The project stands incomplete as evidenced by the ESCI inspection report. The pendency of a renewal application does not suspend the Respondent's obligations towards the allottees or provide any immunity against the present complaint. The expiry of the project registration without completion of the project is itself a matter of serious concern, and the Respondent cannot use the pendency of a renewal application as a shield to deflect legitimate grievances of the allottees.

50. This Authority now proceeds to examine the relief sought. The primary and substantive relief sought by the Complainant is a direction to the Respondent to complete the construction works and provide all the promised common amenities within a reasonable timeframe. Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 casts a specific and non-delegable obligation upon every promoter to abide by the time schedule for completing the project or phase thereof, as disclosed at the time of registration. Section 11(4)(b) further mandates the promoter to obtain the completion certificate or occupancy certificate from the relevant competent authority and make it available to the allottees. Section 14(1) of the RE (R&D) Act, 2016 further provides that the promoter shall develop and complete the real estate project in accordance with the sanctioned plans, layout plans, and specifications as approved by the competent authorities.

51. This Authority observes that when more than two-thirds or more of the villas in the project are under occupation, it becomes the primary and non-negotiable responsibility of the developer to provide the promised clubhouse facilities and to ensure the completion of the common amenities. The allottees of the project purchased their villas relying on the explicit representations made in the promotional brochure issued by the Respondent, which prominently advertised and showcased a range of premium facilities and common amenities including but not limited to a fully equipped Club House with lounge, cafeteria, and gymnasium, a well-designed swimming pool with a kids' pool area, 100% DG power backup, a Sewage Treatment Plant, a Water Treatment Plant, Badminton and Mini Basketball Courts, a

Children's Play Area, a Meditation/Yoga Centre, and solar fencing with street lighting. The allottees committed their hard-earned money to the purchase of villas in the firm and reasonable expectation that immediately upon taking occupation, all such promised facilities and infrastructure would be readily available to them, enabling them to lead a comfortable and secure life. This expectation was not merely aspirational it was founded upon the specific representations made by the Respondent in its brochure and the contractual commitments incorporated into the Agreement of Sale.

52. Further, this Authority is of the considered view that the completion of the pending amenities and common facilities in the project constitutes both a statutory and contractual obligation on the part of the Respondent, which cannot be deferred or diluted. At the same time, the Authority notes that the obligations arising in this regard are reciprocal in nature. The members of the Complainant Association are equally bound to discharge their financial obligations, including clearing any outstanding amounts payable towards amenities and maintenance charges, subject to obtaining partial Occupancy Certificate for Occupied Villas by the Respondent.

53. Also, in the present case, this Authority has the benefit of a detailed and comprehensive inspection report submitted by the Engineering Staff College of India, which conducted a physical inspection of the project site on the directions of this Authority. The ESCI report constitutes an independent, expert, and objective assessment of the state of completion of the project and its amenities, and this Authority places significant reliance upon the findings contained therein for the purpose of the present order.

54. The ESCI report records in detail the pending works and the timelines committed to by the Respondent for completion of each component of the project. This Authority notes that the timelines for completion of each of the pending works and amenities have been provided by the Respondents themselves before the ESCI during the course of inspection. Having voluntarily committed to these timelines before an independent expert body appointed by this Authority, the Respondent is bound by the same and shall have no basis to seek any further extension.

55. In the above circumstances, this Authority is of the firm view that the Respondent is obligated to complete all pending construction works and common amenities in the project "Balaji Elegancia" without further delay. The timelines committed to by the Respondent before the Engineering Staff College of India during the inspection constitute a self-imposed schedule

that is binding upon the Respondent, and the Respondent shall be held to the same. The Complainant association members are correspondingly directed to clear all legitimate arrears, if any, pertaining to amenity charges and maintenance dues as agreed under their respective Agreements of Sale, within a period of 30 (thirty) days from the date of receipt of this Order, so as to enable the Respondent to complete the amenities without financial impediment.

56. Further, in view of the fact that the timelines estimated in the ESCI report for certain works have already elapsed as on the date of this Order, the Respondent is directed to complete all such pending works, originally covered under the lapsed timelines, within a period of 60 days from the date of this Order. The remaining works shall be completed strictly in accordance with the timelines stipulated in the ESCI report.

57. With regard to the handover of the corpus fund to the Association of Allottees, it is an admitted fact that the project has not, to date, obtained the Occupancy Certificate, and the maintenance of the project is presently being carried out by the Respondent. Accordingly, the Respondent shall ensure that, upon obtaining the Occupancy Certificate and completion of the project in accordance with the timelines indicated in the ESCI report, the maintenance of the project is duly handed over to the Association of Allottees, along with the corpus fund, including accrued interest. It is clarified that no promoter is entitled to withhold the corpus fund once the maintenance is transferred to the Association of Allottees. Until such handover, the allottees of the project shall remain obligated to pay their proportionate share of maintenance charges to the Respondent towards the day-to-day upkeep of the project.

58. This Authority further notes that the docket order dated 04.09.2025, passed by this Authority while calling for the ESCI inspection, clearly records that the cost of the inspection amounting to Rs. 2,00,000/- plus applicable GST was to be borne equally by both parties, i.e., Rs. 1,00,000/- plus GST by each party. The records before this Authority indicate that the Complainant association has duly paid its share of Rs. 1,00,000/- plus GST to ESCI.

59. However, the Respondent has failed to remit its share of Rs. 1,00,000/- plus GST to ESCI till date, despite the inspection having been conducted and the report having been submitted. The Respondent's failure to pay its share of the inspection charges is a matter that cannot be overlooked, as it reflects upon the bona fides of the Respondent's conduct in these proceedings. The Respondent is accordingly directed to clear its outstanding dues towards ESCI in respect of the inspection charges within a period of 15 (fifteen) days from the date of receipt of this Order.

## ***H. Directions of the Authority***

60. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following directions to the Respondent:

- i. The Respondent is directed to complete all pending common amenities in the project "Balaji Elegancia," strictly in accordance with the timelines committed to by the Respondent before the Engineering Staff College of India and as recorded in the ESCI inspection report, without any further extension or deviation therefrom.
- ii. In view of the lapse of certain timelines prescribed in the ESCI report, the Respondent is hereby directed to complete all pending works falling under such lapsed timelines within a period of 60 (sixty) days from the date of this Order. The Respondent shall further adhere strictly to the remaining timelines stipulated in the ESCI report for completion of the balance works.
- iii. The members of the Complainant association are directed to clear all legitimate arrears, if any, pertaining to amenity charges and maintenance dues as agreed under their respective Agreements of Sale, within a period of 30 (thirty) days from the date of receipt of this Order, subject to obtaining of partial Occupancy Certificate for completed villas, so as to enable the Respondent to complete the pending amenities and works without financial impediment.
- iv. The Respondent is directed to clear its outstanding dues towards the Engineering Staff College of India in respect of its share of the inspection charges amounting to Rs. 1,00,000/- (Rupees One Lakh Only) plus applicable GST, within a period of 15 (fifteen) days from the date of receipt of this Order.
- v. Failing to comply with the above directions shall attract penal action against the Respondent in accordance with Section 63 of the RE (R&D) Act, 2016.

61. In view of the above, the present complaint is disposed of. 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**