

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

14th Day of October 2025

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

COMPLAINT NO.75 OF 2025

Smt. Nerella Saraswathi

(D/o Late Ramakrishna Narelle, R/o Flat no.203, 2nd floor, plot no., silver sand cyberdyne, Khanamet, Kondapur, Hyderabad)

...Complainant

Versus

R.Srinivas Reddy

(Flat no.102, silver sand cyberdyne, Khanamet, Kondapur, Hyderabad- 500084)

...Respondent

COMPLAINT NO.222 OF 2025

Sri Narendra Boggavarupu

(Flatno.402, silver sand cyberdyne, Khanamet, Kondapur, Hyderabad- 500084)

...Complainant

Versus

R.Srinivas Reddy

(Flat no.102, silver sand cyberdyne, Khanamet, Kondapur, Hyderabad- 500084)

...Respondent

COMPLAINT NO.223 OF 2025

Sri RM Srinivas

(Flatno.204, silver sand cyberdyne, Khanamet, Kondapur, Hyderabad- 500084)

...Complainant

Versus

R.Srinivas Reddy

(Flat no.102, silver sand cyberdyne, Khanamet, Kondapur, Hyderabad- 500084)

...Respondent

The present Complaints, 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 “TG RE(R&D) Rules”), have been taken up for joint hearing as per the consent of both the Complainants and the Respondents.

2. As the issues raised in all three complaints are substantially similar, arising out of the same project and developer entity, they were clubbed and heard together with the consent of both parties.

3. During the course of hearing, the Complainants appeared in person. The Respondent was represented by learned counsel Sri G.V. Reddy.:

A. Briefs facts of the case as stated by the Complainants:

4. The Complainants entered into Agreements of Sale with M/s. Silver Sand Cyberdyne, represented by its Managing Director Sri R. Srinivas Reddy, on 20th June 2022 before the Joint Sub-Registrar, R.R. District, Telangana, for purchase of Flats bearing Nos. 203, 204, and 402 respectively, each with one covered car parking space in the stilt floor.

5. It is stated that the apartment complex comprises 20 flats, while the Respondent has constructed 21 car parking spaces. Out of these, 18 car parkings measure 18 x 18 ft., and 3 car parkings measure 19 x 18 ft.. The Complainants allege that the Respondent has “adjusted” an additional car parking (the 21st) within the area earmarked for the three larger car parkings, thereby reducing the width per parking to approximately 6.3 ft., which has rendered parking impractical and causes obstruction while opening car doors.

6. The Complainant (in C.No. 75/2025) contends that during purchase, the Respondent 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 Respondent allegedly refused to change the location and behaved in an abusive manner.

7. The Complainants assert that despite full payment and execution of registered sale deeds, the Respondent 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.

B. Relief(s) sought:

8. The Complainants have prayed for the following reliefs:

- a) To direct the Respondent to allot the car parking as per the sale deed, maintaining the dimensions of length: 4420 mm (14.5 ft), width: 1676 mm (5.5 ft), and height: 1905 mm

(6.25 ft) in the stilt floor of Silver Sand Cyberdyne–2. To ensure equitable and practical allocation of car parking spaces as per approved plan.

C. Respondent Reply:

9. The Respondent submitted that the Sale Deed dated 20th June 2022 was duly executed in favour of the Complainant for Flat No. 203, inclusive of one covered car parking, as per mutually agreed terms.

10. The dimensions of the allotted car parking space are expressly recorded in the Agreement of Sale dated 05th July 2021 and the Sale Deed dated 20th June 2022. The dimensions specified therein length 4420 mm, width 1676 mm, and height 1905 mm were adhered to without deviation. The Respondent denies any modification or alteration and invites reference to the registered documents to substantiate compliance.

11. It is submitted that the Complainant's allegation of prompt payment is incorrect. The Complainant had defaulted on multiple installments; however, the Respondent, acting in good faith, permitted registration after delays.

12. The Respondent categorically denies having altered the location of parking or reduced its size. It is further submitted 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.

13. The Respondent submits that 21 car parkings 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.

14. The Respondent further contends that the Complaint is frivolous and misconceived, filed with ulterior motives to secure an advantageous location. The Complainant is seeking benefits beyond contractual entitlement.

15. The Respondent also argues that since the registered Sale Deed is the final, binding document defining rights and obligations, and has not been challenged before any competent court, the complaint falls outside the jurisdiction of the Authority under the RE(R&D) Act, 2016.

16. The Respondent, therefore, prays for dismissal of the complaint in limine and seeks exemplary costs for filing a vexatious proceeding.

In view of the foregoing, the Respondent respectfully prays that this Hon'ble Authority may be pleased to:

- a) That the present Complaint be dismissed in limine, as it is devoid of merit, misconceived in fact and law, and unsustainable under the provisions of the applicable statutes.

- b) That exemplary costs be imposed upon the Complainant for instituting a frivolous, vexatious, and abuse of process complaint, thereby causing undue hardship, harassment, and wastage of judicial time.
- c) Pass such other and further orders as this Hon'ble Authority may deem fit, just, and proper in the facts and circumstances of the present case, in the interest of justice.

E. Rejoinder:

17. The Complainant submits that there are 20 flats in the project, and therefore only 20 car parking spaces ought to exist. Construction of an extra (21st) parking space amounts to arbitrary alteration of common areas.

18. The Respondent, after selling all flats, ceases to hold ownership rights in the property and is only responsible for providing amenities equally to all flat owners.

19. Allocation of car parking spaces, the Complainant argues, should follow a transparent and fair procedure, such as: First-come-first-serve basis, or Serial order, or Lottery draw among flat owners.

20. The Respondent has allegedly disregarded these principles and allotted car parkings in a random and unfair manner.

21. 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.

22. 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.

F. Observations made by the Authority:

23. Upon careful perusal of the pleadings, documents, and submissions, the Authority notes that the project “Silver Sand Cyberdyne-2” comprises 20 flats, whereas the Respondent admits to having constructed 21 car parking spaces. The Authority further observes that the allocation process and layout plan were not demonstrated to have been communicated transparently among all allottees. The grievance primarily arises from the inequitable distribution of limited car parking space and the alleged narrowing of certain slots, resulting in practical inconvenience to the Complainants.

24. The Authority observes that while the allotment of car parking spaces may be governed by contractual terms, such allocation must also conform to the principles of fairness, transparency, and equality among all flat owners, in line with the obligations cast upon the

promoter under Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016. The Authority further observes that 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, which is impermissible under the RE(R&D) framework.

25. 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 Respondent, being the developer, bears the responsibility of ensuring that facilities, including car parking, are provided uniformly and without discrimination among all allottees, and that such facilities are in strict adherence to the plan obtained.

26. Therefore, the Authority directs the Respondent to adhere to the terms of the Agreement of Sale and Sale Deed executed with the Complainants, as mandated under Section 11(4)(a) of the RE(R&D) Act, 2016, and ensure that the parking slots made available to the Complainants are in accordance with the specifications recorded in the registered documents.

27. Further, the Authority directs both parties to explore an amicable resolution through consensus or a transparent mechanism such as a lottery system for equitable reallocation of parking spaces, ensuring compliance with the approved plan and maintaining harmony among all allottees.

G. Directions of the Authority:

28. In view of the above, and in exercise of the powers conferred under Section 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, the Authority hereby orders as follows: The Respondent shall, within 30 days, furnish before this Authority and to all allottees

- I. The Respondent shall, within 30 days, shall communicate to all allottees the final parking allocation plan, reflecting the sanctioned layout and agreements executed with individual allottees.
- II. The Complainants and Respondent 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.

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 Respondent is further directed that the number of car parking slots shall not exceed the total number of units in the respective project.

29. The Authority cautions the Respondent to maintain complete transparency in the allocation of common amenities and to avoid any act resulting in discriminatory treatment among the allottees.

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

31. The Complaint is disposed of in lieu of the above directions. No order as to costs.

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

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

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



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TELANGANA REAL ESTATE REGULATORY AUTHORITY