BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 17th November, 2026

Quorum: Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.), Hon'ble Chairperson
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between

Complaint No. 714 of 2025

Mosam Naveen Kumar and Mosam Ramesh
(Flat 201, GPR Homes,
Balaki Layout, Gajularamaram,
Hyderabad- 500055)

……Complainant(s)

Versus

M/s Sree Builders represented by its Managing partners
(Plot No: 773, Vivekananda,
Nagar Colony, Kukatpally,
Hyderabad- 500072)

……Respondent

Complaint No. 715 of 2025

Madaka Kishore
(Flat No. 401, Sree towers,
Balaji Layout, Gajularamaram,
Hyderabad- 500055)

……Complainant(s)

Versus

M/s Sree Builders represented by its Managing partners
(Plot No: 773, Vivekananda,
Nagar Colony, Kukatpally,
Hyderabad- 500072)

……Respondent

Complaint No. 716 of 2025

Konda Suresh
(Flat No. 302, Sree towers,
Balaji Layout, Gajularamaram,
Hyderabad- 500055)

……Complainant(s)

Versus

M/s Sree Builders represented by its Managing partners
(Plot No: 773, Vivekananda,
Nagar Colony, Kukatpally,
Hyderabad- 500072)

……Respondent

The present matter filed by the Complainants mentioned herein above came up for hearing before this Authority on 29.10.2026 in the presence of the Complainant, and the

Respondent. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **COMMON ORDER:**

2. The present Complaint has been filed by the Complainants 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 relief(s) against the Respondent.

A. *Brief facts of the Case as per Form M filed by Complainant*

3. The complainants, are allottees of a flat in the residential project known as "SREE TOWERS", developed by M/s. Sree Builders, represented by its Managing Partners.

4. The complainants purchased Flats (Semi-Finished), including common area, along with two car parking spaces, out of Survey No. 197 (Part), situated at Gajularamaram Village, Quthbullapur Mandal, Medchal–Malkajgiri District.

5. The respondent undertook to deliver the project in accordance with the approved plans, specifications, and assurances stated in the RERA registration and promotional material. The agreement included clear promises relating to designated parking, specific amenities, material quality, and adherence to the approved layout and building elevation.

6. Despite several reminders and follow-ups, the respondent failed to deliver the promised features. The respondent resorted to unfair practices in parking allocation, delayed the handover of essential documents, compromised construction quality, and deviated from the statutory plan and amenities originally promised.

7. The complainants, who paid additional fees during registration for double parking, were assured two parking spaces, one in the cellar and one in the stilt. However, the respondent arbitrarily allotted only a single parking space, sold excess parking spaces to other owners without due registration, and responded with threats when questioned.

8. Further, no provision for visitor parking was made despite sufficient available space, which is contrary to the approved norms and promised amenities. Aggrieved by these acts and omissions, the complainants have filed the present complaint.

B. Prayer(s) Sought

a) To regard the parking assigned as a single parking space, given the absence of a driveway, and to instruct the builder to designate an additional single parking space in the cellar as promised during the registration process.

b) In the event it is not feasible to provide another parking space in the cellar, to direct refund of the amount paid for the second parking space, including registration fees and interest from the date of registration, while retaining the currently allotted parking space.

c) *To ensure that all parking allotments are carried out transparently, fairly, and strictly in accordance with the approved building plan and relevant housing society bye-laws.*

d) *To grant any other relief that this Hon'ble Authority may deem fit and proper in the interest of justice.*

C. Counter

9. The Respondent claims that the Complainant is an allottee of a flat in Sree Towers, having entered into an Agreement of Sale and subsequently obtained registration of the property through a registered Sale Deed executed by the Respondent. The Respondent submits that the construction of the building complex was completed in accordance with the approved building plans and specifications and that the agreed amenities, including parking space for two cars, have been provided, as evidenced by the Occupancy Certificate issued by the GHMC authorities.

10. The Respondent claims that it was clearly informed and agreed between the parties that two car parking spaces would be provided in the form of a single larger parking area capable of accommodating two cars. The Complainant was allegedly aware of and expressly accepted the said arrangement at the time of purchase. Accordingly, the larger parking space was allotted to the Complainant, who has been using the same since the date of purchase of the flat for more than two years without raising any objection.

11. The Respondent further claims that sufficient parking space for two cars has been provided and that the Complainant has been comfortably parking both vehicles without any obstruction or inconvenience. The Complainant allegedly did not raise any objection or complaint regarding the parking arrangement during the said period and has been enjoying the usage of the allotted parking space for more than two years.

12. The Respondent claims that there was never any assurance that two separate car parking spaces, one in the cellar and another in the stilt floor, would be provided. It submits that the understanding between the parties was only to provide sufficient area for parking two cars, which was accordingly provided in the stilt floor. The Complainant has allegedly been happily using the said parking space and parking two vehicles therein for more than two years without any complaint or objection.

13. The Respondent further claims that the Complainant has raised the issue belatedly, after a period of two years, by seeking an additional car parking space, which was never discussed or agreed upon between the parties. It submits that the complaint is an afterthought intended to trouble and harass the Respondent.

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14. The Respondent claims that other allottees who intended to have parking spaces for two cars have also been provided with similar arrangements, which are sufficient and convenient, and that none of them has raised any objection. The Complainant, having utilised the parking space for two years, has now raised a new plea seeking an additional car parking space, which is not available.

15. The Respondent submits that, if the Complainant intends to retain only one car parking space and seek a refund towards the second parking space, it has no objection to accommodating one parking space in the cellar portion by negotiating with other allottees for an adjustment or exchange of parking spaces. It further submits that the amount paid towards the second car parking space would be refunded, subject to discussions and arrangements with such allottees.

16. The Respondent claims that two car parking spaces were allotted to the Complainant at his own interest and request and that the Complainant has been utilising the same and parking two vehicles therein for the past two years.

17. The Respondent further claims that it never promised to provide one parking space in the cellar and another in the stilt floor and that the present grievance is an afterthought intended to harass the Respondent. It submits that all parking spaces were allotted with the consent and approval of the respective allottees and at their request, maintaining transparency and fairness in the allotment process.

18. The Respondent finally claims that the Complainant has filed the present complaint only to harass the Respondent, despite being fully aware that an additional car parking space cannot be provided.

D. Rejoinder

19. The Complainants contend that the contents of the Counter are denied, except those specifically admitted, and that the Respondent has made false, misleading and contradictory statements with an intention to misguide this Authority and delay the proceedings.

20. The Complainants contend that the Respondent's claim that they were allotted parking and had been using the same for the past two years is false and incorrect. The parking allocation process was conducted only on 19.07.2025 (Annexure C), in the presence of all flat owners. The Complainants rely upon documentary evidence, including a register signed by the residents and the Respondent, establishing the date of allocation, and submit that the claim of two-year usage is a deliberate misrepresentation.

21. The Complainants further contend that they never accepted the parking arrangement and expressly refused the allocation made by the Respondent. The register maintained during

the parking draw (Annexure D) clearly establishes that the Complainants did not sign in acceptance of the allocated parking, thereby evidencing their objection from the beginning. Hence, there was no consent or acceptance of the said parking arrangement.

22. The Complainants contend that the Respondent's assertion that a single large parking space constitutes two car parking spaces is untenable, both legally and practically, as the allocated space does not have independent access or a driveway for two vehicles and is clearly marked as a single parking slot in the architect-approved plan (Annexure B). The Complainants rely upon photographs (Annexure E) demonstrating the impracticality of parking two vehicles in the said space and submit that the same cannot be treated as two separate parking spaces.

23. The Complainants further contend that the Sale Deed executed between the parties clearly records payment of consideration for two car parking spaces, including an additional amount of Rs.1,00,000/-. The Respondent is bound by the terms of the Sale Deed and cannot unilaterally alter the nature of the parking allotment (Annexure A). The Respondent's denial of assurances regarding the allocation of separate parking spaces is false, as the Complainants agreed to purchase the additional parking based on clear representations made at the time of sale, forming part of the overall transaction and the Respondent's obligations under RERA.

24. The Complainants contend that the allegation that the present complaint is an afterthought is baseless, as the cause of action arose only upon the actual allocation of parking on 19.07.2025, when the deficiency became evident, and the complaint was filed promptly thereafte

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25. The Complainants further contend that the Respondent's claim that the parking allotment was conducted fairly and transparently is incorrect. They rely upon communication records and screenshots (Annexure F), which allegedly demonstrate that the Respondent sold parking spaces to other allottees for additional consideration beyond the agreed terms, thereby establishing lack of transparency and arbitrary allocation.

26. The Complainants also contend that the Respondent's conduct was coercive and threatening. When they questioned the improper allocation of parking, the Respondent allegedly threatened to damage their vehicle by breaking the car glass and deflating the tyres. The Complainants submit that such conduct amounts to harassment and an unfair trade practice (Annexure G).

27. The Complainants submit that the Respondent caused continuous mental harassment and hardship by delaying the parking allocation for nearly two years from the date of purchase. During this period, the Respondent repeatedly assured them that two separate car parking spaces, one in the stilt and another in the cellar, would be provided. Relying upon these

assurances, the Complainants waited for proper allocation. However, when the allocation was eventually made on 19.07.2025, the Respondent allotted only a single parking space and attempted to misrepresent the same as double parking. The Complainants contend that such conduct amounts to deficiency in service and has caused considerable inconvenience and mental distress.

28. The Complainants submit that the Respondent's offer to refund the amount, subject to conditions, is noted; however, any such refund must include treating the presently allocated parking as a single parking space, full refund of the amount paid towards the second parking, registration charges and interest from the date of payment, failing which the same cannot be considered a valid remedy.

29. The Complainants further contend that the Respondent has made false statements before this Authority, particularly with regard to the date of parking allocation and the alleged usage of parking for two years, amounting to suppression of material facts and an attempt to mislead this Authority.

30. In view of the above, the Complainants pray that this Authority may be pleased to:

a) Declare that the parking allotted to the Complainants constitutes only a single parking space;
b) Direct the Respondent to allot an additional valid car parking space in accordance with the terms of the Sale Deed;
c) In the alternative, direct the Respondent to refund the amount paid towards the second parking, along with registration charges and interest;
d) Take note of the false and misleading statements made by the Respondent;
e) Pass appropriate orders for expeditious disposal of the matter;
f) Pass such other order(s) as deemed fit in the interest of justice; and
g) Direct the Respondent to compensate the Complainants for the mental harassment and inconvenience caused due to the delay and unfair conduct.

E. Observations of Authority

31. This Authority has perused the complaint, counter, rejoinder and the documents on record, and has heard both parties. The complainants state that they purchased Flats in “Sree Towers” under a registered Sale Deeds along with two car parking spaces, for which additional consideration was paid. They state that the respondent allotted only one parking space. The respondent contends that a single larger space fit for two cars was provided.

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32. On the last date of hearing, i.e., 29.10.2026, the respondent agreed before this Authority to provide two car parking spaces to the complainants in the cellar. The complainants have no objection to this. This Authority records the said undertaking of the respondent.

33. Under Section 11(4)(a) of the Act, the promoter is bound to fulfil the obligations under the Act, the Rules and the agreement for sale. The respondent is therefore bound to provide the two car parking spaces for which consideration was received. In view of the respondent's undertaking, prayers (a), (b) and (c) of the complaint are met, and the alternative prayer for refund of the amount paid for the second parking space does not arise.

34. The complainants' claim for compensation for mental harassment and inconvenience is compensatory in nature and falls within the exclusive jurisdiction of the Adjudicating Officer under Section 71 of the Act. The complainants are at liberty to approach the Adjudicating Officer, if so advised.

F. Directions of the Authority

35. In light of the above, this Authority, vide its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following directions:

i. The Respondent shall allot and hand over two car parking spaces in the cellar as per the availability to the Complainants in the project "Sree Towers", as agreed before this Authority on 29.10.2026 within 30 days from the date of receipt of this Order.

36. Failure to comply with the above directions shall attract further penal action against the Respondent under Section 63 of the RE (R&D) Act, 2016.

37. 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/-
Sri. K.S. Sreenivasa Raju, I.A.S, (Retd.),
Hon'ble Chairperson,
TG RERA