

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

COMPLAINT NO. 99 OF 2024

17th September 2025

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

Dr. E. Sreelatha

(VNR Durga Residency, TRT Residency, Vidya Nagar, Hyderabad, Telangana- 500044)

...Complainant

Versus

M/s VNR Constructions.

(Represented through its Managing Partner,

Sri Vijaya Narasimha Raju

(R/o h.no. 2-2-647/a/57, ground floor,

Sr Lakshmi Gayathri Nilayam, Sai baba Nagar Colony, Hyderabad- 500 044)

...Respondent

The present matters filed by the Complainants herein came up for hearing before this Authority in the presence of the Complainants in person, and the Respondent through its Counsel, Sri VVS Satyanarayana & Sri M. Venkateswarlu and upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes present Complaints

ORDER:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & 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. The brief facts of the case, as stated by the Complainant, are as follows:

3. The Complainant submitted that the building construction of 'VNR DURGA RESIDENCY' has the following issues:

- a. **Parking Allotment:** Only G+4 floors were eligible for this permit number building and though the builder has taken a special TDR permission and constructed G+5, the parking space for all the ten flats is not there as per the agreement and the unplanned construction of the watchman room is a huge hindrance due to which only nine parking

spaces are coming. East side owners have the unjustified parking space because of the watchman room, which is an unplanned work of the builder, which is not there in the layout, actual plan approved by the GHMC.

- b. **Watchman room:** The builder has not constructed the watchman room as per the layout submitted in the Zonal Office approved plan.
- c. **Water Connection:** A regular Water Connection to VNR Durga Residency is not being given by the builder yet to the Complainant's apartment though most of the residents have occupied the space.
- d. **Generator and CC Camera's:** Generator and CC Cameras have not been provided by the builder yet as per our agreement.
- e. **Painting Work:** Final Painting work on the terrace and on the staircase after the fifth floor and some of the other areas has not been done by the builder.
- f. **Parapet Wall:** The low height of the parapet wall on the terrace is too risky on the terrace for which the height has to be increased by the builder for the safety of the residents of this apartment.
- g. **Finishing of Lift:** The internal painting inside the lift and the stable floor within the lift has not been done and the granite fixing surrounding the lift area on the ground floor has not been finished yet. The lift grill has to be replaced with other doors because the lift grill lock is opening even if the lift is not on the required floor which could cause loss of life to the residents.
- h. **Greenery:** The builder has installed temporary borrowed plants at the building entrance without proper fencing, exposing them to damage by street animals such as cows, goats, monkeys, and dogs, thereby compromising the landscaping and greenery of the premises.
- i. **Infringement of RE (R & D) Act:** The builder of *VNR Durga Residency* has arbitrarily allotted parking spaces without justifying the allocation to all owners, constructed a watchman's room without authorization, and compromised electrical safety due to improper earthing. The use of substandard construction materials has resulted in severe water leakage and dampness in multiple flats, particularly during the rainy season, leading to structural deterioration, including cracks and seepage in washroom walls. Given that the building is approximately 20 years old, these defects pose a serious risk to the safety and well-being of the occupants.
- j. **Quality of the Transformer:** Due to the builder's inordinate delay in completing the construction and the use of substandard materials, the complainant has lost confidence

in the builder's credibility. In light of this, the Complainant requested that the concerned authority examine the guarantees and assurances provided by the builder regarding the quality and reliability of the transformer installed in the building, as well as the warranty obligations undertaken by the builder for the overall construction and its components.

- k. **Quality of Gate:** The builder-installed gate is structurally inadequate, compromising resident safety. A partial collapse of the east-side gate on the occupant of Flat 101 highlights the risk, especially to children and the elderly, necessitating immediate rectification.

B. Relief Sought:

4. Accordingly, the Complainant sought the following reliefs:

- i. *Direct the Respondent to give proper parking allotment*
- ii. *Direct the Respondent to dismantle the unauthorised watchman room*
- iii. *Direct the Respondent to provide authorised water connection*
- iv. *Direct the Respondent to complete painting work*
- v. *Direct the Respondent to provide good quality lift, transformer, gates to be cross checked, increase the parapet wall, generator, CC Cameras to be installed and increase greenery around the building, etc.*

C. Counter on behalf of Respondent:

5. The Respondent submitted that he entered into a Development Agreement on 31.10.2018 with the owners, i.e., N.Narasimha Rao, N.Nagesh Babu, Smt. N. Lakshmi, N. Appala Narasamma, Smt. Kanaka Lakshmi, D. Nutan Sai Kumar, which was registered at SRO, Chikkadapally, vide Document No: 5087 of 2018. By investing his own money, he completed the construction activities as per the sanction accorded by the GHMC authorities, but the owners have not paid due amounts of Rs. 4,00,000/- (Rupees Four Lakhs Only) payable to the said Respondent.

6. The Respondent submitted that the construction of the Project VNR Durga Residency was completed in the year 2021 itself. Since then, the Owners, ie, N.Narasimha Rao, N.Nagesh Babu, Smt. N.Lakshmi, N.Appala Narasamma, Smt.Kanaka Lakshmi, D.Nutan Sai Kumar, and their persons are in possession of the said property. The allegations that the Respondent did not provide lift is false, since the Respondent had erected the lift and the occupants are using the same, but due to not using the lift properly, its requires repairs, and it is the duty of the

occupants only to undertake the repairs of the said lift and the Respondent is not liable for the same.

7. The Respondent submitted that the watch man room is constructed only for the purpose of watch man who is maintaining the Flats and also its maintenance, which is well within the knowledge of the Complainants and other occupants of the said Apartment. Said Watchman room was constructed only on the instructions of the above-mentioned Owners of the said building, for providing accommodation to watch man to look after the maintenance and also security of the said building.

8. Further, it was submitted that it is not the duty of the said Respondent to provide CC Cameras and Generator, as alleged by the Complainant. The above said Owners did not pay the dues payable for the works successfully done by him. In fact, the above-mentioned owners advised the said Respondent to erect generator at their expenses, but they failed to pay the amounts.

9. The Respondent submitted that the above complaint is liable for dismissal for non-joinder of the necessary parties, since the above said Owners of the said building are to be made parties to the Complaint.

10. It was submitted that since December 2021 itself i.e., since completion of construction, the Respondent is not responsible for the maintenance, providing the amenities as alleged by the Complainant. The Respondent submitted that he provided all the amenities as per the instructions and directions of the flat/land owners.

11. The Respondent further submitted that the Respondent did not alienate the flat to the Complainant. The Respondent sold away his undivided share of property in the said building to the purchasers, and no complaint has been made by the said customers/occupants. Since the Respondent never sold the Flat to the Complainant, hence the question of making allegations in the said complaint are liable to be rejected. Accordingly, he prayed to dismiss the complaint with costs.

Reply to show cause notice for non-registration filed:

12. The Respondent have filed a reply before this authority to a show cause notice issued to the Respondents as to why the said project was not registered with this Authority in accordance with the proviso of Section 3 which categorically provides that projects that are on-going as on the date of commencement of this Act, shall make an application for registration

under Section 4 of the RE(R&D) Act, 2016. It was observed that the said Project had more than 8 units, thereby squarely falling within the jurisdiction of the Authority as per Section 3(2) of the RE(R&D) Act, 2016.

13. Accordingly, the Respondent filed a reply to the same and submitted that after entering into the Development Agreement cum GPA with the landowners vide Document No.5087 of 2018 dated 31.10.2018, the Respondent completed construction after obtaining due permissions from the concerned authorities. It was submitted that the Project VNR Durga Residency was constructed and developed on land measuring 413 sq. yards, which is equivalent to 345.321 Sq. Meters, and this land does not fall under the purview of RERA, which stipulates any development of the project above 500 Sq. Meters.

14. It was submitted that after completion of the project, the units thereof were alienated to the landowners and prospective buyers, and there was no publicity or any advertisements in any vernacular Journals or newspapers or any sort of publicity about the construction for any prospective buyers.

D. Rejoinder filed by the Complainant:

15. Subsequently, the Complainant filed a rejoinder to the Counter filed by the Respondent and submitted that the current owners of *VNR Durga Residency* include not only the original landowners but also those who purchased flats from the builder or previous owners. The building now belongs to all ten flat owners collectively. Therefore, the pending works cannot be delayed due to the builder's financial dealings with select landowners, as all owners should not be made to suffer for the builder's lapses. Complainant answered as under:

- a. **Lift:** It was submitted that the builder failed to provide essential amenities, including a functional lift, flooring, painting, generator, and other promised works, causing severe hardship to residents for over two and a half years. Despite repeated oral and written requests, the builder neglected his obligations, forcing owners to occupy incomplete flats due to financial constraints. The builder's claim of lift installation in 2021 is false, as evidenced by the warranty card confirming installation on 15.09.2023. The lift is defective, frequently malfunctions, and poses safety risks, making the builder's denial of responsibility unacceptable. We request the authority to verify the installation records and hold the builder accountable for delays, deficiencies, and the resulting inconvenience to all owners.

- b. **The watchman room:** It was submitted that the watchman room constructed by the builder in the stilt area is illegal, as it does not comply with the GHMC permit order and approved layout plan. As per the Telangana High Court's 2012 judgment, prior approval is mandatory for constructing a watchman room and toilet in residential complexes. The unauthorized construction on the east side obstructs designated parking spaces, severely inconveniencing flat owners, particularly those on the east side. The structure also restricts vehicle movement, leading to parking disputes. The builder's claim that the watchman room was constructed based on previous owners' opinions is not justifiable, as current owners, including those who bought flats, have equal rights to parking. The Development Agreement clearly commits to providing 10 parking spaces for all owners. The watchman room, intended for building maintenance, cannot obstruct parking spaces, as it violates the agreed-upon rights of the permanent residents.
- c. **Parking:** The three parking spaces at the entrance gate of east side is obstructed not only for convenient parking but also the easy movement of the passerby. So, the 301 flat car parking should be replaced with the watchman room so that it will be easier for the rest of the flat owner's car parking facility. I also humbly submit that the unauthorized watchman room construction is not incorrect and not a false allegation as the respondent mentioned in his point No. 3.
- d. **CC Cameras & Generator:** The builder's claim that he is not responsible for providing CC cameras and a generator is false and contradicts his own written commitments. In the *Schedule of Property Specifications*, he explicitly agreed to install a standby soundproof generator for the lift, motor, common area lights, and 5-amp points in each flat. The builder has failed to provide the generator and CC cameras as per the agreement. The builder repeatedly assured the installation of CC cameras on each floor, the terrace, parking area, and both entrance gates but has not fulfilled this obligation.
- e. **Non-joinder of necessary parties:** The non-joinder of certain owners does not exempt the builder from his obligation to complete the *VNR Durga Residency* project. Due to prolonged delays and the indifference of some owners, a few aggrieved owners sought legal recourse through RERA. The non-joining owners, having financial ties or business interests with the builder, remained passive, enabling unauthorized constructions such as the watchman room on the east side, which obstructs parking. Despite prior objections, the west-side owners misrepresented that parking space would be sufficient after cellar flooring, leading to ongoing disputes that disrupt harmony. Essential

utilities, including the transformer, electrical connections, and garbage storage, have also been unfairly concentrated on the east side.

- f. **Amounts owed to Complainant:** The builder remains liable to pay Rs. 30,000 to the owner of Flat 201, comprising Rs. 20,000 for final painting and Rs. 10,000 for door fitting and finishing charges for eight doors. Additionally, the builder must reimburse Rs. 4,060 for the gate lights, which were paid from the apartment maintenance fund belonging to all ten flat owners.
- g. **Parking Allotment:** The east-side flat owners have been unjustly deprived of adequate parking due to the unauthorized construction of the watchman room, which is not part of the GHMC-approved layout plan. To ensure fair parking allocation as per UDS and square footage, the watchman room must be relocated. Furthermore, although only G+4 was permitted, the builder obtained special TDR approval for G+5 for personal profit, further disrupting equitable parking distribution. The current parking layout was forcibly marked by the builder without justifying equal allotment. As per Telangana High Court rulings and Rule 13 of the Telangana Building Rules, 2012, a watchman room requires prior approval in the building plan. Therefore, we request the authority to direct the builder to dismantle and relocate the watchman room to restore fair parking access for all owners.
- h. **Water Connection:** The builder has failed to provide a regular water connection to *VNR Durga Residency* despite residents occupying the flats. Additionally, essential water pumps have not been installed, and the builder has not reimbursed Rs. 15,700 for the first CRI pump. The absence of proper overhead tank covers has led to contamination of drinking water due to bird deaths, insects, and dust. Furthermore, the excessive water bill of Rs. 30,689 as of October 2024 remains unpaid, despite the *Occupancy Certificate* being on hold due to pending construction work.
- i. **Painting Work:** The builder has not completed the final painting work on the terrace, staircase beyond the fifth floor, the back side within the lift area, and other designated areas.
- j. **Parapet Wall:** The parapet wall on the terrace, measuring less than three feet, poses a serious safety risk to residents and must be raised by the builder. Additionally, the parapet walls between the quadrangles near the staircase are also below three feet, creating further hazards. In comparison to other apartments, these low parapet walls compromise safety.

- k. **Greenery & Parking area Pillars:** The builder has installed temporary borrowed plants at the building entrance without proper fencing, leading to damage from street animals. (Underlined copy enclosed. the pillars in the parking area have not been covered with cladding as per the agreement. The Complainant prayed to direct the builder to provide proper fencing for the greenery within and around the apartment, ensure greenery on the east side entrance and at the back, and to provide marble or vitrified tiles in the corridor with borders, design tiles in the parking area, and cladding for the pillars as outlined in the Development Agreement.
- l. **Infringement of RERA ACT:** Complainant referred to Page 9, Point 15 of the Development Agreement, where the builder promised to complete the apartment within 18 months, with a 3-month grace period. However, numerous works remain unfinished, and the builder has not reimbursed charges for painting, door fittings, polishing, and common area necessities as promised. After repeated delays, owners had to pay for these expenses.
- m. **Quality of Gate:** The Quality of Gate that the builder has fixed is not so secure to the present residents of this apartment.
- n. **Name Plates of the Owners:** The Builder has not even fixed the Name Plate boards of the owners, as he promised many times at the entrance.
16. Accordingly, the Complainant prayed to take action against the Respondent and also submitted that the Respondent threatened 402 Flat Owner Smt. Konda Lakshmi to withdraw the complaint filed before this Authority.

E. Points for consideration:

17. After perusal of the documents filed by the parties and the contentions raised therein, the following issues sprout for consideration by this Authority:

- I. *Whether the Respondent have violated the provisions of the RE(R&D) Act, 2106?*
- II. *Whether the Complainant is entitled to the relief as prayed for? If yes, to what extent?*

F. Observation by the Authority:

Point I

18. The Respondent has submitted that the project VNR Durga Residency was constructed and developed on land admeasuring 413 square yards (equivalent to 345.321 square meters), which, according to them, does not fall within the jurisdiction of this Authority since Section 3

of the RE(R&D) Act, 2016 mandates registration only where the land exceeds 500 square meters. The Respondent has further contended that there was no publicity, advertisements, or marketing carried out in any vernacular journals, newspapers, or other media in respect of the said project.

19. Section 3(1) of the RE(R&D) Act, 2016 stipulates that:

“no promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act: Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:”

20. A plain reading of the above provision makes it abundantly clear that while advertising and marketing may constitute one mode of attracting prospective purchasers, the prohibition under the RE(R&D) Act is much wider. It specifically bars booking, selling, or even offering for sale of apartments, plots, or buildings without prior registration of the project. Thus, the absence of publicity alone does not absolve the promoter or landowner from compliance with Section 3.

21. The Respondent's contention that the project falls outside the purview of this Authority on account of the land extent being less than 500 square meters cannot be accepted. The records placed on file, particularly the Development-cum-General Power of Attorney (DGPA), reveal that the subject project comprises 10 flats.

22. In terms of Section 3(2) of the RE(R&D) Act, 2016, registration of a project is mandatory not only where the land exceeds 500 square meters but also where the number of units in the project exceeds 8 apartments. Therefore, since the project admittedly comprises 10 apartments, it squarely falls within the jurisdiction of this Authority and is mandatorily registrable.

23. Furthermore, the Proviso to Section 3(1) provides that projects that had not obtained an occupancy or completion certificate as on the date of commencement of the RE(R&D) Act, 2016 are compulsorily required to be registered. In the present case, since the project involves more than 8 units and no completion certificate has been placed on record, the Respondent was under a statutory obligation to register the project under Section 4 of the RE(R&D) Act, 2016. Failure to do so attracts penal consequences under Sections 59 and 60 of the RE(R&D) Act,

24. The DGPA also establishes that under Clause 3, the Respondent-builder was obligated to obtain all necessary licenses, permissions, and sanctions from the competent authorities. The Respondent's defence that the sale transaction was executed by the landowner and not by the developer, and that the Complainant had contracted only with the landowner, is not legally tenable.

23. However, as per Section 2(zk) of the RE(R&D) Act, 2016:

"Promoter" means a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees.

24. Section 2(zk) of the RE(R&D) Act, 2016 defines "Promoter" includes a person who constructs or causes to be constructed an apartment for sale, for the purpose of the selling, and in the present case the landowner entered into sale transactions of apartment constructed on their land. Thus, both the developer and the landowner fall within the statutory definition of a "Promoter" in the given circumstances. The Sale Deed placed before this Authority shows that the Complainant purchased the apartment directly from one of the landowners. Accordingly, such landowner also assumes the status of a "Promoter" under Section 2(zk) and is equally liable for contravention of Section 3.

25. However, this Authority also notes that the project involves multiple landowners. The specific landowner who executed the sale deed in favour of the Complainant has not been impleaded as a party to the present proceedings.

26. In light of the principles of natural justice, this Authority is of the view that all landowners associated with the subject project, in addition to the developer, ought to be afforded an opportunity of hearing before any coercive action is taken.

27. Accordingly, the Secretary, Telangana RERA, is directed to issue Show Cause Notices to all landowners as well as the developer(s) connected with VNR Durga Residency, calling upon them to explain why action should not be initiated against them for violation of Section 3 read with Section 59 of the RE(R&D) Act, 2016.

29. Consequently, this Authority holds that merely proceeding against the Respondent-developer would not suffice. The landowners, having entered into sale transactions without

ensuring registration of the project, cannot be permitted to evade the statutory liability cast upon them under the RE(R&D) Act.

30. This Authority therefore cautions that any person, including landowners, who advertises, markets, books, sells, or offers for sale any apartment, plot, or building in any project within the planning area, without registration under the Act, shall be held jointly and severally liable under Section 3 read with Section 2(zk) of the RE(R&D) Act, 2016.

31. Therefore, Point No. I is answered in the affirmative.

Point II

32. The Respondent has primarily contended that the Complainant has no cause of action against him, since the subject flat was not purchased directly from the Respondent–Developer but from one of the landowners, and therefore, no liability can be fastened upon him..

33. This contention cannot be accepted. The Hon’ble High Court of Bombay, in ***Wadhwa Group Housing Private Ltd. v. Mr. Vijay Choksi & Ors.*** [Second Appeal (Stamp) No. 21842 of 2023], has categorically held that absence of a direct contractual relationship between an allottee and a developer does not absolve the developer of liability under the RE(R&D) Act, 2016.

34. The relevant portion of the said judgment is as follows:

“24... The Appellant’s contention about absence of privity of contract between it and the Complainant is totally misplaced. The definition of the term ‘promoter’ under Section 2(zk) of the RERA would indicate that even persons/entities with whom a flat purchaser does not enter into a contract are also covered by the definition of the term ‘promoter’. Therefore, it is not necessary that there has to be an agreement between every promoter and the flat purchaser. As observed above, it is a matter of indoor management between the promoters and the flat purchaser, who is not supposed to know the intricacies of the arrangements made between several promoters amongst themselves. When a claim is raised in respect of a real estate project by a flat purchaser, all promoters become jointly liable qua that flat purchaser, irrespective of whether there is privity of contract with each of the promoters or not. This is the scheme of RERA, and mere absence of privity of contract with a particular promoter does not relieve such promoter in respect of the liabilities under RERA.”

35. In the present case, the reliefs sought by the Complainant pertain to construction deficiencies, statutory amenities, and deviations from the approved plan all of which squarely fall within the statutory responsibilities of a “promoter” under Section 2(zk) of the RE(R&D)

Act. The Respondent, having acted as the developer, is bound to ensure adherence to the sanctioned plan, fulfilment of promised amenities, and rectification of defects, if any. The Real Estate (Regulation and Development) Act, 2016, being a welfare legislation, is allottee-centric, and the obligations of a promoter cannot be diluted on the ground of absence of direct privity of contract or inter se arrangements with landowners.

36. The Respondent has further contended that the building was completed in December 2021 and, therefore, he ceases to bear any liability for alleged construction or structural defects. This contention is misconceived. Section 14(3) of the RE(R&D) Act mandates that for a period of five years from the date of handing over possession, the promoter shall rectify, free of cost, any structural or workmanship defect brought to his notice within thirty days, failing which the allottee is entitled to appropriate compensation. Accordingly, the Respondent's liability under the statutory defect liability clause continues to subsist.

37. With regard to the allegation of unauthorized construction, namely a watchman room, this Authority notes that the Respondent has not denied the same but has sought to justify it on the ground that it was carried out at the instance of the landowners. It is observed that under G.O.Ms. No. 168, provision of a servant room and toilet at the stilt floor is permissible as an ancillary facility. Nevertheless, if the Complainant remains aggrieved on this issue, liberty is reserved to approach the competent planning authority for redressal in accordance with law.

38. The Complainant has also alleged that the lift is facing functional issues on account of quality defects. However, no substantive material has been produced to substantiate this claim. It is pertinent to observe that lifts constitute common facilities, and grievances regarding common areas ordinarily fall within the jurisdiction of the Association of Allottees. Since the Association has not been impleaded as a party and the allegation remains unsubstantiated, this Authority is not inclined to adjudicate upon this issue.

39. As regards the grievance of non-provision of CCTV cameras and a generator, the executed Agreement of Sale/Sale Deed between the Complainant and the landowner does not contain any covenant obligating the provision of such amenities. The Complainant's reliance upon the terms of the Development Agreement-cum-General Power of Attorney (DGPA) between the landowners and the Respondent is misconceived, as the Complainant is not a party to the said document, nor has any consideration been collected from him towards such amenities. Consequently, no such obligation can be fastened upon the Respondent.

40. On the issue of painting, Rule 38 of the Telangana State RE(R&D) Rules, 2017 (Model Agreement) expressly excludes painting works from the ambit of defect liability. The legislative intent is clear that painting falls within the category of normal wear and tear, excluded from the five-year defect liability period. This Authority, therefore, holds that the Respondent cannot be held liable for deficiencies in painting under Section 14(3) of the RE(R&D) Act.

41. With respect to the allegation of non-provision of a proper water connection, the Respondent has produced receipts of feasibility fees paid to the Hyderabad Metropolitan Water Supply and Sewerage Board (HMWSSB) in 2020. If the connection has not yet been secured, it is the joint responsibility of the Respondent-promoter and the Association of Allottees to pursue the matter with HMWSSB to ensure the necessary arrangements.

42. Lastly, regarding the complaint about the parapet wall, this Authority clarifies that under prevailing building norms, the minimum height of a parapet wall is 1 meter, and the Respondent is obligated to comply with the same.

G. Directions of the Authority:

43. In view of the detailed observations made hereinabove and upon careful consideration of the pleadings, documents placed on record, the submissions made by both parties, and applicable provisions of the RE(R&D) Act, 2016, the Authority directs the following:

- i. It is held that the project VNR Durga Residency, comprising 10 flats, falls squarely within the ambit of Section 3(2) of the RE(R&D) Act, 2016, as the number of apartments exceeds 8, Hence, the Secretary, Telangana RERA, is directed to issue Show Cause Notices to all landowners associated with the subject project, in addition to the Respondent-developer, to explain why action should not be initiated against them under Section 59 of the RE(R&D) Act.

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