

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

# COMPLAINT NO.59 OF 2024

# 8<sup>th</sup> Day of November 2024

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

1. Sri Venugopal Udutha,
  2. Sri Bhatia Daljeet Singh,
  3. Sri Mahender Agarwal,
  4. Sri P. B. Indrajit Reddy
- ...Complainants

Versus

M/s Trendsett Jayabheri Projects  
Represented through its Authorised Representative ...Respondent

The present matter filed by the Complainants herein came up for hearing on 20.06.2024, 23.07.2024 and 08.08.2024 before this Authority in the presence of Counsel for Complainants, Sri Rajesh Maddy and Counsel for Respondent, Sri A Venkateswarlu and upon hearing the arguments, this Authority passes the following

**ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and 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 against the Respondent.

**Brief facts of the case:**

3. The Complainants submitted that they are the flat owners and are staying in the Project of the Respondent named "Trendset Jayabheri Elevate" registered with Registration No. P02400000452. That though it's nearly about 10 months that the Respondent has obtained Occupancy Certificate, till date the Respondent has not allotted the parking lots to the Flat Owners. Similarly, the Respondent deliberately did not hand over the maintenance and Corpus Fund of the Project to "Trendset Jayabheri Maintenance Mutually Aided Co-operative Society Limited".

4. It was submitted that on several occasions the Complainants and several other flat owners requested the Respondent to designate the parking lots to the respective flats, the Respondent did not take steps to allot the parking lots as per the sanctioned plan.

5. That recently the Respondent has demarcated the parking lots. The demarcation of the parking lots is contrary to the sanctioned plan. That as per the sanctioned plan, there are approximately 1087 number of parking lots. However, the demarcation made by the Respondent is totally contrary to the sanctioned plan.

6. In the sanctioned plan, majority of the parking lots are side by side car parking's, and also, the Respondent has shown specific parking lots for 2 wheelers and bicycles. However, in the demarcated parking lots the majority of the car parking spaces are back-to-back and the places designated for the 2 wheelers and bicycles are also demarcated as car parking lots. That as of date, the Respondent did not give numberings to the demarcated parking lots.

7. It was submitted that on 23.03.2024, the Respondent, all of a sudden, sent a society notice on 'MyGate' application. The contents of the notice is extracted hereunder:

*"Important update : Parking allotment*

*Dear Residents,*

*We hope this message finds you well. We wanted to inform you that parking allotment for our community will take place on April 7th. 2024.*

*Detailed information regarding the process and procedures will be shared with you in the coming days, so please stay tuned for further updates".*

8. It was submitted that though it is mentioned that detailed information regarding process and procedure will be shared in the coming days, till date the Respondent did not send any further communication regarding the process and procedure adopted. Complainants and several other flat owners requested the Respondent to publish the procedure well in advance, yet the Respondent did not publish it, as such the members of the society gave a written representation to the Respondent to disclose the procedure that is going to be adopted and allot the parking lot procedure in a complete transparent manner, for which the Respondent did not respond.

9. It was submitted that the Complainants came to know that the Respondent is intending to sell the additional car parking's which are increased after the change in the layout of the parking lot plan. Respondent is prohibited from selling the open parking lots, which are supposed to be handed over to the Society.

10. That the Respondent is not taking steps to hand over the maintenance to the Society. Though an adhoc committee is formed, the Respondent has prevailed over the adhoc committee and made sure that adhoc committee is not able to look after the affairs independently. That the Respondent has collected nearly about Rs.30,00,00,000/- (Rupees Thirty Crore Only) from the flat owners towards Corpus Fund and upfront maintenance charges. The Respondent has not handed over the Corpus Fund to the Society and is enjoying the Corpus Fund for its own benefits. That after the earlier ad hoc committee period lapsed, the Respondent did not take steps for the formation of a new ad hoc committee, as such one of the members of the Society had approached the office of the Registrar of Mutually Aided Co-operative Societies, Ranga Reddy District, and appointment of an ad hoc committee. Since Notice dated 21.03.2024 was issued to conduct General Body Meeting on 13.04.2024 for appointment of ad hoc committee, the Respondent hastily issued Notice for allotment of parking lots on 23.03.2024, without mentioning the procedure of allotment of parking lots.

**Relief sought:**

11. Therefore, aggrieved by the actions of the Respondent, the Complainants prayed for the following:

- i. *To direct the Respondent to demarcate the parking lots as per the sanctioned plan and to allot the parking lots by taking a draw before the Society members and an independent observer appointed by the Authority.*
- ii. *To direct the Respondent to allot minimum 10% of the whole parking area for guest parking.*
- iii. *To direct the Respondent to hand over the excess parking lots to the Society without any consideration.*

- iv. To direct the Respondent to hand over the Corpus Fund along with the interest accrued from the respective dates of deposit till the handing over of Corpus Fund to the Society.

**Reply on behalf of the Respondent:**

12. The Respondent filed its Reply submitting that once a Society is formed in the name of "Trendset Jayabheri Elevate Flats Owners Mutually Aided Cooperative Maintenance Society Limited" among the respective residents of the complex, the Complainants herein have no locus standi to file the above complaint before this Hon'ble Authority in individual capacity to agitate any sort of reliefs which are pertaining to common issues of the entire community, in the event of any dispute with regard to the common issues of the community, the Society being the representative of the respective residents/members is exclusively empowered to initiate such legal proceedings for appropriate reliefs subject to prior approval of its members and however, it appears that the Complainants herein have filed the above complaint out of their personal grudge and with a *mala fide* intention to blackmail and settle with their personal agenda under the threat frivolous complaint, hence the above complaint is liable to be dismissed.

13. It was submitted that pursuant to the letter dated 23.03.2024 addressed by the Respondent, as suggested by the respective residents under the supervision of their respective tower representatives, the Respondent herein had conducting the lottery system on 07.04.2024 for allotment parking lots and the respective flat owners including the Complainants herein have participated to said lottery and accordingly, respective parking lots were earmarked to the respective flats owners including the Complainants herein and they have been enjoying with their designated parking lots by parking their vehicles without any protest and whatever

residue parking lots available with the Respondent were kept for the purpose of the Club House and Guest Parking. Since the very purpose of filing of the above complaint has been fulfilled upon allocation of such parking lots in transparent and democratic manner by way of conducting the lottery, the above complaint become infructuous and liable to be dismissed.

14. In so far as Corpus Fund is concerned, it is respectfully submitted that the Respondent herein made several requests to the Society to furnish their Bank account details so as to enable it to transfer the Corpus Fund collected from the respective flat owners to the account of the Society, but the Society did not furnish the same till-date for the reasons best known to them and however, this Respondent is ready and willing to transfer said corpus fund collected from the flat owners provided the bank details are furnished to the Respondent herein.

15. That the Respondent herein had developed the subject Real Estate Project known as "Trendset Jayabheri Elevate" in all respects and secured with the "Occupancy Certificate" dated 06.06.2023, once Occupancy Certificate is issued to the real estate project.

16. It was submitted that soon after issuance of the "Occupancy Certificate" to the project, the Respondent has made efforts to allot parking lots to the respective flat purchasers in the project by way of conducting lottery system and however, the Respondent could not initiate the same since some of the unoccupied flat purchasers have requested this Respondent to postpone the allotment as they are willing to participate in person for allotment of such parking lots after their occupancy in their flats. Since, by that time, a few flat owners have occupied with their respective flats, it was not necessitated to this Respondent to take up allotment of parking lots

immediately for the reason that the respective occupants of the flats including these Complainants have been parking their vehicles comfortably in the available parking lots without any protest from any other residents.

17. It was also submitted that pursuant to the Notice dated 23.03.2024 addressed by this Respondent for allotment and earmarking of the car parking lots, some of flat owners have addressed a reply dated 01.04.2024 with an advice to allot such parking lots by way of conducting lottery system and in furtherance, the respective Flat owners have elected one of their representatives from each tower to address and clarify any concerns from the Respondent with regard to the parking allotment. Accordingly, said tower representatives have met this Respondent and reviewed the parking layout drawings and verified the lottery chits as well. Upon completing their verification and being fully satisfied, said tower representatives have convened their meeting with the residents in the Banquet Hall of the community and consequent upon their meeting, they have expressed their consent and no objection to this Respondent for allotment of the parking lots by way of lottery system. In furtherance, on the date of commencement of lottery, once again the tower representatives have conducted a re-verification of the lottery chits and after providing clearance from their end, all the residents including the Complainants herein have participated to the lottery on 07.04.2024 at Banquet Hall of the Residential Complex and accordingly, the respective parking lots were allocated to the respective flat owners including the Complainants herein in proportionate to their entitlement in terms of the agreement of sales/sale deeds executed in their favour and consequently, the Complainants herein were allocated and earmarked with their car parking lots mentioned below:

<b>S.No.</b>	<b>Name of the Complainant</b>	<b>Flat No.</b>	<b>Parking lots being allotted to the complainants</b>		
1.	Venu Gopal Udutha	D2103	D-97	D-98	-

	(Complainant No.1)				
2.	Bhatia Daljit Singh (Complainant No.2)	D1201	D-1	S-2	-
3.	Mahender Agarwal (Complainant No.3)	F1905	F-10	F-11	-
4.	P. B. Indrajit Reddy (Complainant No.4)	C0904	C-99	P-27	P-28

18. It was submitted that the same were accepted and acknowledged by the Complainants herein without any protest and they have been enjoying with their respective parking lots by parking their vehicles in the said allocated/designated parking areas.

19. It was submitted that as per the sanctioned plans of the GHMC authorities, the Respondent had earmarked the respective parking lots in the two Basements and allocated the same to the respective flat purchasers in the Apartment Complex in proportionate to their entitlement and also allocated the sufficient parking lots for the purpose of Club House and Guest-parking in the complex and as such, the question of alienation of the additional parking areas doesn't arise at all as alleged by the Complainants.

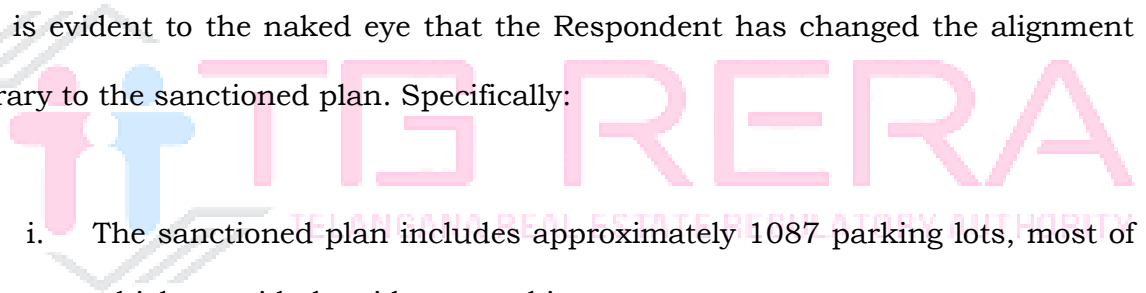
20. It was submitted that the Respondent had allotted the parking lots to the respective flat owners by way of conducting lottery system in a transparent and democratic manner under the supervision of the respective tower representatives and accordingly, all the residents including the Complainants herein have been enjoying with their respective allocated parking lots and moreover, the complaint filed by the Complainants herein is a premature one and the same is not maintainable in eye of law, and therefore, prayed to dismiss the complaint with exemplary costs.



**Hearing conducted:**

21. During the course of hearing, it has come to the understanding of this Authority that the main contention of the Complainants is that allotment of parking units to the Complainants had not been conducted by the Respondent in accordance with the sanctioned plan issued by the GHMC for this respective Project of the Respondent.

22. The Complainants submitted that feared by the Complainants, the Respondent proceeded with the changed alignment contrary to the sanctioned plan and allotted parking lots on 07.04.2024. That the sketch showing changed alignment of the parking lot which was affixed by the Respondent on the notice board was filed on 08.08.2024 along with memo. When the same is compared with the actual parking lot it is evident to the naked eye that the Respondent has changed the alignment contrary to the sanctioned plan. Specifically:

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- i. The sanctioned plan includes approximately 1087 parking lots, most of which are side-by-side car parking spaces.
  - ii. The changed demarcated plan shows majority car parking spaces as back-to-back, and areas designated for 2 wheelers and bicycles are now marked as car parking lots.
  - iii. No numbering has been given to the demarcated parking lots.
  - iv. Lack of Transparent Parking Allotment Procedure.

23. It was also submitted that the Respondent has not handed over the corpus fund to the M/s. Trendset Jayabheri Flat Owners Maintenance Mutually Aided Co-operative Society Limited.

24. Further, that the Respondent in the letter, dated 01.07.2024 addressed to the society, had mentioned that they are ready to transfer the amount of Rs. 11.56 crores collected from 418 units out of 526 units, as of 20.06.2024, including interest from June 2023 @ 6.25% accumulating to Rs.61.46 lakhs on the collected corpus fund. That, the Respondent has to give interest from date of collecting the corpus fund from each flat, but, not from June 2023. The Respondent cannot be allowed to enjoy the amounts collected towards corpus fund for its gains.

25. It was submitted that the Respondent is bound to hand over the corpus fund, which was collected from the flat owners, as well as for the flats which are not sold and retained by the landowners and the developer. Clause 11 of the Development Agreement cum General Power of Attorney (DAGPA) dated 10.02.2016, it was clearly mentioned that within 3 months of the Occupancy Certificate the landowners and developers shall pay the corpus fund to the owners Association.

26. That the Respondent's failure to transfer the corpus fund to the society is a violation of Section 11(4)(e) of the Act, 2016. The Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors. (2021 SCC Online SC 1044)* clarified several provisions of the Act, 2016 emphasizing the regulatory authority's power to enforce compliance by builders, underlining the need for transparency in dealings and the importance of adhering to sanctioned plans.

27. That the Respondent has changed the alignment of the parking lots against the sanctioned plan which is not permissible. Such acts of irregularity and deviation has to be nipped in the bud, before it festers and infect the entire system. Therefore, he pleaded to grant relief(s) as prayed for.

28. *Per contra*, the Respondent submitted that the Complainants herein have no *locus-standi* to file the above complaint in individual capacity to agitate any sort of reliefs which are pertaining to common issues of the entire community and/or other flat-owners who have no grievance against the Respondent/Promoter.

29. In so far as allotment of parking lots is concerned, pursuant to the letter dated 23.03.2024 addressed by the Respondent/Promoter, as suggested by the respective residents and under the supervision of their respective tower representatives including Udutha Venu Gopal (i.e., Complainant No.1 herein), the Respondent herein had conducted the lottery on 07.04.2024 for allotment of parking lots and the respective flat owners including the Complainants herein have participated in the said lottery.

30. Accordingly, the respective parking lots were earmarked to the respective flat-owners including the Complainants herein who have accepted and acknowledged said allotment without any protest and they have been enjoying with their designated parking lots by parking their vehicles and whatever residue parking lots available with the Respondent were kept for the purpose of the Club House and Guest-Parking. Since the very purpose of filing of the above complaint has been fulfilled upon allocation of such parking lots in transparent and democratic manner by way of conducting the lottery, that too, the Complainants herein have accepted without any protest and as such the above complaint become infructuous and liable to be dismissed.

31. That the Complainants herein have filed the above complaint on 03.04.2024 with various allegations and on the other hand, the Complainants have participated the lottery conducted on 07.04.2024 by the Respondent under the supervision of the

tower representatives of the Complex and consequently, the Complainants were allocated and earmarked their respective parking lots and the same were accepted and acknowledged by the Complainants without any protest since the allotment of parking lots were made as per the approved plans of the GHMC.

32. That the rest of the flat-owners (i.e., 522 flat-owners) in the Apartment Complex have fully satisfied with the allocation and they have been enjoying with their respective allocated parking lots without any objections.

33. It was submitted by the Respondent that in so far as Corpus Fund is concerned, soon after formation of the Society among the residents of the Apartment Complex, the Respondent/Promoter has been requesting the Society to furnish the Bank Account details so as to enable it to transfer the corpus fund collected from the flat-owners to the credit of the Society account, but said Society has been postponing the same till-date for the reasons best known to them.

34. That in terms of the Development Agreement and/or Sale Deeds executed in favour of the respective flat-purchasers including the Complainants herein, the Respondents herein never agreed or undertaken to transfer said Corpus Fund to the Society together with interest generated on such Corpus Fund as on the date of such transfer and on the other hand, the Society itself intentionally avoiding to furnish its bank details for the reasons best known to them and moreover, the Respondent/Promoter is a custodian of the Corpus Fund till the date of handing over of said Corpus Funds collected from the respective flat owners to the credit of the Society and as such, the question of remitting interest on such corpus fund doesn't arise at all.

35. That however, in terms of Clause-11 of DAGPA, the Respondent/Promoter never agreed or undertaken to transfer said Corpus Fund together with interest to the Society and said clause is reproduced as under:

*“It is hereby agreed by the parties hereinabove to float a corpus fund for the entire complex which is payable by the ultimate purchasers at the time of execution and registration of Sale Deeds or the retainers of the flats at the time of taking delivery of such flats and such Corpus fund is fixed at Rs.100/- per Sq. feet of built-up area being proportionate contribution towards Corpus Fund and the said fund will be transferred and made over to the Association or Society formed among the owners of the complex in the project as and when received and the interest earned and generated on the same will be utilized to meet capital expenses to be incurred for repairs and replacement for the major Capital expenditures and if at any point of time, such interest generated/earned on the corpus fund is not sufficient to meet such expenditure, the residue/deficit required shall be contributed by all the owners of Flats in the project in the same proportion in which they contribute the monthly maintenance charges. Further the Landowners/ retainers of the Residential Flats/Commercial Units shall pay such corpus fund to the owners association within three months from the date of Occupancy Certificate to the Apartment Complex.”*

36. Accordingly, it was prayed to dismiss the above complaint with costs.

**Points for consideration:**

37. After consideration of the rival contentions, following issues sprout for consideration:

- I. Whether the Respondent can be directed to demarcate the parking lots as per the sanctioned plan and to allot the parking lots by taking a draw before the Society members and an independent observer appointed by the Authority?
- II. Whether the Respondent can be directed to allot minimum 10% of the whole parking area for guest parking?
- III. Whether the Respondent can be directed to hand over the excess parking lots to the Society without any consideration?
- IV. Whether the Respondent can be directed to hand over the Corpus Fund along with the interest accrued from the respective dates of deposit till the handing over of Corpus Fund to the Society?

**Point I**

38. This Authority has perused the material on record, more specifically, copy of the sanctioned plan along with the contentions raised by both parties. The Complainants pray to allot the parking lots by taking a draw before the Society members. To this very allegation, the Respondent submitted that the Respondent had conducted the lottery on 07.04.2024 for allotment of parking lots and the respective flat owners including the Complainants herein have participated to said lottery and accordingly, respective parking lots were earmarked to the respective flats owners including the Complainants herein and they have been enjoying with their designated parking lots by parking their vehicles without any protest. A copy of the acknowledgement of said allotment has also been taken on record.

39. The Complainants, during the course of arguments, submitted that Respondent proceeded with the changed alignment contrary to the sanctioned plan and allotted parking lots on 07.04.2024. That the sketch showing changed alignment of the parking lot which was affixed by the Respondent on the notice board was filed on 08.08.2024 along with memo. The Complainants added that when the same is compared with the actual parking lot it is evident that the Respondent has changed the alignment contrary to the sanctioned plan.

40. As per G.O.Ms No.168 in group housing, the parking requirement specified is 33% of the total built up area wherein 30% parking is for the allottees and 3% is for visitors parking. To satisfy this parking the builder/developer will go for two or more basements of parking below ground level, and they will approach local authority for approval of this parking plan as part of the project where clearly parking allotment is demarcated with driveways duly numbering the said allotments. So strictly the builder/developer has to allot parking as per numbered parking ways. Some allot as first come first serve and some will go for lottery system after obtaining occupancy certificate by handing over the apartments to the association. But some allottees/customers request for more than one parking then it will be difficult to accommodate all of them. To accommodate all the sold parking allotments, the builders/developers are doing back-to-back parking which is not advisable. This issue arises as, in lottery no customer or allottee knows which car parking will be allotted. Hence, this dispute has arisen.

41. Upon examination it has come to the knowledge of the Authority that out of four Complainants, three Complainants' parking i.e., parking of Complainant No.1, 2 and 4 are in consonance with the sanctioned plan but the parking of Complainant

No.3, Sri Mahender Agarwal is not. To this extent, Respondent is liable to allot parking in accordance with the sanctioned plan to Complainant No.3.

42. That apart, re-conducting the entire lottery for allotment of parking for all the allottees after only four complainants approaching this Authority amongst which three have been assigned as per sanctioned plan, is a wasteful exercise and unwarranted moreso as the acknowledgement of said parking allotment has been filed by the Respondent and the allottees in the project are in enjoyment of the said parking allotments.

43. Therefore, Point I is answered in negative and this Authority holds that no such direction is required to be issued to the Respondent except to the extent of revising parking allotment to Complainant No.3 in consonance with the sanctioned plan.

**Point II & III**

44. To this, the Respondent has already submitted that after allotment of parking lots to the allottees, whatever residue parking lots available with the Respondent, the same have been kept for the purpose of the Club House and Guest Parking. As mentioned earlier, 3% of the total built up area is allotted for visitors parking and the Respondent is liable to comply with the same in accordance with G.O.Ms No.168. Moreover, this issue is to be resolved between the association/society and the promoter. Thus, unless any grievance is raised by the association, there is no requirement for issuance of any directions. Further, with respect of excess parking other than allotted parking and visitors parking, the Complainants have no right on the same, hence, no such direction is required to be issued. Therefore, Point II and III are answered in negative.



#### **Point IV**

45. The Complainant submitted that Respondent is liable to refund corpus fund along with interest to the society. And the Respondent produced the communication between the society and the Respondent itself, adequately establishing that the Respondent is willing to refund the corpus fund subject to provision of bank account details of the society. As rightly pointed out by the Respondent, this specific issue with respect to the remittance of corpus fund is an issue to be resolved between the promoter and the society and not with mere four complainants before this Authority. Therefore, unless any grievance is raised by the association, there is no requirement for issuance of any directions.

46. Point IV is answered in negative.

#### **Direction of the Authority:**

47. Therefore, in accordance with discussion at paras 38 to 46, vide its powers under Section 37, this Authority directs the Respondent to allot the parking of Complainant No.3, i.e., Sri Mahender Agarwal in strict accordance with the sanctioned plan failing which, the Respondent shall be liable for penalty under Section 63 of the Act, 2016.

48. In light of the above discussion, 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**