

**BEFORE THE**  
**TELANGANA STATE REAL ESTATE REGULATORY**  
**AUTHORITY, HYDERABAD**

COMPLAINT NO.547/2023/TSRERA

Date of decision: 25<sup>th</sup> day of September 2023

Annapurna Arcade Residents Welfare Association .... **Complainant**

**Versus**

M/s Srija Constructions .... **Respondents**

**Quorum:** Dr.N.Satyanarayana, Hon'ble Chairperson  
Sri. K. Srinivas Rao, , Hon'ble Member  
Sri. Laxmi Naryana Jannu, Hon'ble Member

**Appearance:** Complainant: Present in person  
Respondent: None appeared for Respondent

**ORDER**

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") for violation and contravention of the provisions of the Act of 2016 or the Rules and Regulations made there under. The Act prescribes that the Promoter shall fulfil all obligations, responsibilities, and functions towards the allottee as per the agreed terms.

**A. Unit and Project Related Details**

2. The particulars of the project have been detailed in the following table:

| <b>S.no</b> | <b>Particulars</b>     | <b>Detail</b>                     |
|-------------|------------------------|-----------------------------------|
| 1.          | Name of the Project    | Annapurna Arcade                  |
| 2.          | Nature of the Project  | Multi storied residential complex |
| 3.          | RERA registered or not | REG -P02400001074                 |

**A. Facts of the case as stated in the complaint filed by the Complainant:**

2. The members of the complainant association had purchased flats in a project launched by the Respondent in the name of “Annapurna Arcade” in 2019-2021. Pursuant to these purchases, flats were allotted, and sale deeds were executed between the Respondent Company and the members.

The grievances raised by the members of the complaint association are as follows:

**a.** Firstly, that the Apartment Car Parking has not been allocated through the lottery system 10/10 to all the respective flats. The lottery or dip system for the total number of flats in the building should be allocated once all the flats are sold or possession is taken, which is appropriate and followed by most of the apartments or gated communities in the state or country. During the flat purchase, the Respondent allocated only 5 car parking space, which belong to the Landowner’s share.

**b.** Further, it is stated that all the car parking spaces are not the same in size, and the Respondent has allocated spacious car parking to previous landlords, which was not communicated before the flat purchase.

**c.** That the original documents pertaining to Annapurna Arcade apartment have not been handed over to the Complainant members by previous landlords or Respondents since all 10 flats have been sold more than a year ago.

**d.** That the Respondent has not yet completed the building construction work, including pending work such as cement works, safety grills, and painting.

**B. Relief Sought by the Complainant:**

3. Complainants in their complaint have sought the following relief:

- I. Apartment car parking and common area to be handed over to the Welfare association.
- II. All the original documents of the said Apartment complex to be handed over to the association.
- III. Completion of all pending construction works by M/s Srija Constructions as soon as possible. These include pending cement works, safety grills installation at Electricity meter and Borewell areas, and applying the second coat of paint to the Apartment.

**C. Reply by the Respondent:**

4. The Respondent, in their written reply dated 27.10.2022, made the following submissions:

- i.** The complaint lodged by Annapurna Arcade Residents Welfare Association president and secretary raised objections regarding possession not being handed over and documents not being provided. The Respondent claimed that the complaint was false and baseless.
- ii.** The Respondent provided details of various documents and certificates related to the project, including agreements, certificates, and property tax documents.
- iii.** The Respondent denied any violation of rules and regulations set forth by TSREERA and asserted their commitment to quality construction work.
- iv.** The Respondent stated that all flat purchasers and landowners are satisfied with their work and possession of delivery within the stipulated time.

**D. Rejoinder filed by Complainant:**

5. The Annapurna Arcade Residents Welfare Association and apartment flat owners reaffirmed the validity of their complaint, emphasizing that it is not false. They highlighted that the original land documents have not been handed over, and various essential documents, including building permission documents, have not been shared with them.

6. The Complainants addressed specific issues related to car parking allocation and argued that the Respondent had failed to adhere to their agreement. They also expressed their willingness to collaborate with Srija Constructions to resolve the matter amicably.

**E. Jurisdiction of this Authority:**

7. The authority observes that it has subject matter jurisdiction to adjudicate the present complaint for the reason given below:

**Subject Matter Jurisdiction:**

As per section 11(4) of the Act, 2016 provides that the promoter shall be responsible to all the allottees as per the Agreement of Sale. Section 11(4) is reproduced as hereunder:

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:*

*Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments plots or buildings, as the case may be, to the allottees are executed.*

*(b) be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;*

*(c) be responsible to obtain the lease certificate, where the real estate project is developed on a leasehold land, specifying the period of lease, and certifying that all dues and charges in regard to the leasehold land has been paid, and to make the lease certificate available to the association of allottees;*

*(d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees;*

*(e) enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:*

**Section 34- Functions of the Authority:**

*34(f) to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder;*

8. So, in the view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligation by the Promoter.

**F. Hearing Conducted:**

9. The matter was heard on 20.09.2023, with the Association members present while the Respondent was absent, despite the notice issued on 11.09.2023. During the hearing, the Complainant reiterated their contentions made in the written complaint.

**G. Issues for Adjudication:**

10. Whether the Respondent has failed to fulfil its commitments and obligations as per the Builder-buyer agreement.

#### **H. Observation of this Authority:**

9. During the proceedings, it was submitted that the car parking space provided by the Respondent was not satisfactory, as the sizes were unequal and not allocated as per the lot system. Additionally, the Respondent had not provided the original documents or completed pending work on the project.
10. The Authority notes that as per the GHMC permitted plan the parking provided to the Respondent are stilt parking, which should be considered a common parking area accessible to all flat owners, and no specific parking spaces should be allocated as per the G.O.Ms.no 168, dated 07.04.2012.
11. The Development Agreement cum General Power of Attorney indicates that the landowners are entitled to 50% of the space on the stilt floor, but it does not specify which parking spaces are allocated to them. However, the Respondent, in their written statement dated 27.10.2022, paragraph 4, submitted to this authority, and stated that they had allocated a particular space to the landowners. According to the aforementioned Government Order (GO), this constitutes a violation by the Respondent.
12. The Respondent's failure to submit the Occupation Certificate to HMW & SSB resulted in expenses for the flat owners, which is a violation of Section 11(4)(g) of the Act.
13. The Respondent's failure to provide the original documents to the association is another violation of their obligations under Section 11(4) (a) of the Act.

#### **I. Directions of the Authority:**

17. Based on the above observations and discussions, the following directions are given to the Respondent:
  - i.** The Respondent must ensure that all car parking spaces in the stilt floor are accessible to all flat owners without specific allocations. The Annapurna Arcade Residents Welfare Association is instructed to settle the allotment of car parking spaces among themselves amicably.
  - ii.** The Respondent must provide the original documents of the project to the Annapurna Arcade Residents Welfare Association within 30 days from the date of this order.
  - iii.** The Respondent must complete all pending works as per specifications agreed, also installation of safety grills to Electricity transformer and Bore well areas, and applying the second coat of paint to be completed within 90 days from the date of this order.

iv. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O Ms.no.8, dated 11.01.2018, the Telanagana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) within 60 days from the receipt of this Order.

**Sd/-**

**Sri. K. Srinivas Rao, Hon'ble Member**

**TS RERA**

**Sd/-**

**Sri. Laxmi NaryanaJannu, Hon'ble Member**

**TS RERA**

**Sd/-**

**Dr.N.Satyanarayana, Hon'ble Chairperson**

**TS RERA**