

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated 28th July 2025

Complaint No. 84 of 2024

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

Manepally Krishnaveni

*W/o Katakam Praveen
Address: Plot No 154 &155, Flat No G1, 1st Floor
Showri Pearl Apartment, Heavendown Residency,
Godumakunta Village, Keesara Mandal,
Medchal, Malkajgiri, Dist-501301*

...Complainant

Versus

1.Sri AduriPrathap Reddy

*S/o A Kaspas Reddy, Age: 51 Years,
Address: HNo: 23-123, Jyothi Nagar,
Behind Jyothi Theatre,
R.C. Puram Mandal, Ramachandrapuram,
Medak Dist, Telangana-502032*

2. Sri Bommidi Srinivas Rao,

*S/o B Pichaiah, Age: 45 Years, Plot No 18,
Sai Dharani Colony, Phase-II, Nagaram,
keesara Mandal, Medchal-Malkajgiri,
Telangana-500083.*

3. Sub Registrar Office Keesara,

*Sy.No.857/2,
Near Government Double Bed Room Flats,
Keesara village &Mandal, Medchal,MalkajgiriDist
Telangana- 501301*

...Respondent(s)

The present matter, filed by the Complainant, came up for hearing before this Authority on 11.02.2025. The hearing took place in the presence of the Complainant and the Counsel for the respondent No.1, U Santosh Kumar whereas the Respondent No.2 and Respondent no.3 were absent. After hearing the submissions made by the parties, this Authority passes the following order:

2. The complaint has been 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 "Rules"). The Complainants are seeking directions from this Authority to take action against the Respondent.

A. Brief facts of the case:

3. The Complainant, Mrs. Manepalli Krishnaveni, wife of Mr. Praveen Katakam, is the owner of Flat No. G1, located on the Ground Floor of "SHOWRI PEARL" Apartment, bearing Municipal House No. 7-2-154 & 155/G-1, constructed on Plot Nos. 154 & 155, situated in Survey No. 161 of "Heaven Down Residency" Colony, within the jurisdiction of Medchal-Malkajgiri District.

4. The Complainant purchased the said flat by way of a registered sale deed executed on 17.02.2022 and duly registered at the Sub-Registrar Office, Keesara. The said flat admeasures 1155 square feet, inclusive of common areas, and carries a proportionate undivided share of land measuring 26.0 square yards (21.73 square meters) out of a total land area of 444.0 square yards. The said property includes provision for scooter and car parking.

5. The Complainant alleges that, initially, no dedicated parking spaces were assigned, which caused significant inconvenience. Subsequently, parking boards were installed. However, the parking space allotted to Flat No. G1 was adjacent to the watchman's room, and another slot was assigned for Flat No. G4 directly in front of the same, leading to restricted driveway access and potential vehicular deadlock. The Complainant asserts that if the parking space for Flat No. G4 were to be utilized, it would block the movement of her own vehicle.

6. The Complainant further contends that the approved building plan permitted only three floors, comprising a total of 15 flats (five flats per floor). However, the Respondent has constructed an additional unauthorized fourth floor, increasing the total number of flats to 20, thereby constituting unauthorized construction of five additional flats (viz. G4, 104, 105, 204, and 205).

7. Additionally, the approved plan is alleged to provide only nine car parking spaces, whereas the Respondent has assigned 20 car parking slots within the cellar area of the apartment, which the Complainant claims has caused driveway congestion and access issues.

8. The Complainant states that, in discussions with the Respondent during the initial stages, it was orally assured that the parking allocation for Flat No. G4 would be re-adjusted at the time of its sale, and that the Respondent may sell certain flats with only two-wheeler parking facilities to avoid inconvenience to existing owners. However, no such assurances have been honoured.
9. The Complainant further alleges that structural cracks have developed in the apartment building, and despite repeated complaints, the Respondent has failed to address or rectify the same.
10. It is also averred that the builder had orally committed to install CCTV cameras for security purposes and had even advertised the same on social media platforms, including WhatsApp. However, no such installation has taken place to date.
11. The Respondent is said to have managed the apartment maintenance from April 2022 to February 2023, during which period no proper maintenance was provided, and no accounts were submitted to the residents. Moreover, the builder is allegedly utilizing the watchman for maintenance of unsold flats without contributing maintenance charges for such flats.
12. The Complainant states that even for the sold flats, the Respondent has withheld maintenance contributions by concealing sale information and not disclosing the identities of new owners to the residents' community.
13. It is alleged that the Respondent is liable to pay a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) towards outstanding maintenance dues for the unsold flats up to May 2024, which amount remains unpaid to the collective body of apartment owners.
14. The Complainant also states that no fire safety equipment has been installed in the apartment as mandated under applicable safety norms.
15. Furthermore, despite repeated requests, the builder is alleged to have refused to issue the Occupancy Certificate, claiming that it would be issued only upon the complete sale of all flats. The Respondent has also allegedly obstructed the formation of a Residents' Welfare Association, asserting that such formation requires his consent and threatening flat owners against such action.

16. It is further submitted that the electrical plan and drainage layout of the apartment have not been handed over by the builder to the flat owners, impeding proper understanding of service lines and utilities within the premises.

17. A table listing the registration dates of sold and unsold flats demonstrates a lack of transparency regarding ownership details as follows:

Flat No.	Registration Date	Flat No.	Registration Date
G1	17-02-2022	201	19-02-2022
G2	02-05-2022	202	20-05-2022
G3	24-01-2022	203	01-11-2021
G4	NOT AT SOLD	204	NOT AT SOLD
G5	30-09-2022	205	NOT AT SOLD
101	24-01-2022	301	22-02-2022
102	26-09-2022	302	30-01-2022
103	24-01-2022	303	01-12-2021
104	NOT AT SOLD	304	23-12-2021
105	NOT AT SOLD	305	23-12-2021

B. Relief(s) sought:

18. In view of the above-mentioned facts and circumstances, the complainant has humbly prayed for the following reliefs:

- To direct the Respondent not to allocate or assign car parking spaces to the unsold flats bearing Flat Nos. G4, 104, 105, 204, and 205, which are alleged to be constructed in deviation of the sanctioned building plan and without lawful approval.
- The Authority is requested to direct the Respondent to provide the electricity and drainage plans to the rightful owners.
- To direct the Respondent to pay an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) to the apartment residents' collective, representing the outstanding maintenance charges for the unsold flats up to the month of May 2024.
- To direct the Respondent to install CCTV cameras in the apartment premises as orally promised by him at the time of flat purchase and as advertised in social media communications.

- e) To direct the Respondent to undertake necessary repairs to the structural cracks observed in the building and to ensure proper rectification so as to avoid recurrence of such structural defects.
- f) To direct the Respondent to reimburse an amount of Rs. 50,000/- (Rupees Fifty Thousand only) towards the legal expenses incurred by the Complainant

C. Reply filed by Respondent 1:

19. The Respondent submits that he has perused the complaint and the documents filed along with it. At the outset, the respondent No. 1 submits that the present complaint is manifestly unsustainable, *ex facie* illegal, and deserves to be dismissed in the interest of justice.

20. Respondent acknowledges that the complainant is the owner of flat G1 in the building "Showri Pearl," and confirms the allotment of a vehicle parking space. He states that the complainant and her husband, K. Praveen, personally inspected both the flat and parking space before deciding to purchase the property, indicating they were satisfied with the arrangements at the time of purchase.

21. The Respondent disputes the complainant's allegation that the parking space allocated in front of the watchman's room is causing problems. According to the respondent, the parking area is appropriately marked, and the drive-way is clearly demarcated, with no obstruction from the watchman's room. The respondent accuses the complainant's husband of parking his two-wheeler in front of the lift area, causing inconvenience to other residents. This behaviour allegedly led to complaints from other flat owners.

22. Respondent No 1, asserts that the building was constructed with proper permission from the Grampanchayat of Godhumakunta, as per the sanctioned plan. The respondent dismisses the allegations about the number of floors constructed or the car parking units allotted as irrelevant to the case.

23. The Respondent denies that the apartment is experiencing cracks, labelling these claims as vague and unsupported by specific details. He also refutes the complainant's assertion that CCTV cameras were not installed, submitting photographs to the contrary.

24. The Respondent claims to have managed the apartment maintenance from April 2022 to March 2023, after which it was handed over to the owners' association. He states that a WhatsApp group was formed for coordination among the owners, from which the

complainant deliberately exited. The respondent contests the claim that he owes any outstanding maintenance fees, asserting that the allegations lack logical basis and documentary proof.

25. Respondent No.1 affirms that an occupancy certificate was obtained on 04.10.2021, well before the complainant purchased the property. He claims that all relevant documents, including the occupancy certificate and property tax receipts, were provided to the complainant, who verified them before purchasing the flat. Respondent emphasizes that the complainant and her husband, being educated, were fully aware of the property's status at the time of purchase. He further alleges that the complainant's husband is spreading false rumors about the building, thereby hindering the sale of unsold flats.

26. The respondent raises an objection regarding the jurisdiction of the Authority to entertain the complaint. He contends that the property in question, developed over 444 sq. yards (371.241 sq. meters), is below the threshold for mandatory registration under the Real Estate (Regulation and Development) Act, 2016. As such, the respondent argues that he does not qualify as a "promoter," and the complainant does not meet the definition of an "allottee" under the Act. Therefore, the complaint should be dismissed.

D. Rejoinder Filed by the Complainant:

27. The Complainant submits this Rejoinder in response to the allegations raised in the Counter. The Respondent's claim that the Complainant has suppressed facts and filed this complaint to harass or extort money is false and made only to divert attention from the real issue. The Complainant has invested significant money in the flat and is facing hardships due to the Respondent's failure to provide promised amenities.

28. The Respondent has not constructed the building as per the approved Gram Panchayat plan, leading to deviations in parking space allocation. The watchman's room extends beyond its sanctioned boundary, affecting the Complainant's designated parking area, making it difficult to park and maneuver vehicles. The Respondent's claim that the parking space is adequate is misleading, as photographic evidence shows the obstruction caused due to improper construction.

29. The Respondent falsely alleged that the Complainant's husband parked his bike improperly and caused disputes. In reality, he parked outside the grills at the request of the

watchman for easier access to the washroom and borewell controls, without causing any inconvenience.

30. The Respondent has violated the sanctioned plan by constructing an additional floor, increasing the total number of flats from 15 to 20. This deviation has resulted in insufficient parking, water shortages, and additional strain on resources, leading to difficulties for all residents. The failure to comply with the approved plan is the primary cause of the issues faced by the Complainant.

31. The building is developing structural cracks, and supporting photographs are submitted as evidence. CCTV cameras were installed only after repeated requests, following theft incidents, and the Respondent contributed only a partial amount for the installation, leaving the remaining cost to be borne by the residents.

32. The Respondent falsely claims to have maintained the apartment until March 2023. In reality, maintenance was handed over to the residents from May 2022. The Respondent collected maintenance fees via WhatsApp without holding any general meeting or providing supporting documents. The maintenance issues, including malfunctioning lifts and generators, were left unaddressed.

33. The Respondent is liable to pay maintenance charges for unsold flats, as they continue to utilize apartment resources such as the lift, watchman's services, and water supply. The unpaid maintenance amounts to ₹2,00,000 up to April 2024, calculated based on the unsold flats.

34. The Respondent failed to provide the Occupancy Certificate at the time of purchase and issued it only with their reply letter, contrary to prior assurances.

35. The Complainant challenges the Respondent's objection to the maintainability of the complaint. The project falls within the scope of the RERA Act, as it consists of more than 8 flats, making RERA registration mandatory. The Respondent's attempt to challenge jurisdiction is an effort to evade accountability under the Act.

36. The flat owners should not be denied essential facilities due to the Respondent's violations of sanctioned plans. The Respondent cannot escape liability by shifting the burden onto the residents.

E. Observations of the Authority

37. The issues that arise for consideration in the present matter are:

1. Whether the present complaint is maintainable before this Authority?
2. Whether the Complainant is entitled to the reliefs sought?

Point I:

38. The Respondents have taken a preliminary objection that the present complaint is not maintainable on the ground that the project in question is exempt from registration under Section 3(2)(a) of the Real Estate (Regulation and Development) Act, 2016, as it allegedly involves development of land measuring 444 sq. yards (371.241 sq. meters), which is below the threshold for mandatory registration.

39. This Authority notes that Section 3(2)(a) of the RE(R&D) Act provides an exemption from registration where *“the area of land proposed to be developed does not exceed 500 square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases.”*

40. Upon perusal of the sanctioned plan, as well as submissions made by both parties, it is evident that the project consists of 15 residential units, clearly exceeding the threshold of 8 apartments. Hence, the project does not fall under the exemption contemplated under Section 3(2) of the RE(R&D) Act.

41. Accordingly, the project was mandatorily required to be registered under Section 3(1). Failure to do so constitutes a contravention of the Act and renders the Respondents liable under Sections 59 and 60 of RE(R&D) Act.

42. Further, once it is established that the project ought to have been registered, the Respondents fall within the definition of “promoter” under Section 2(zk), and the Complainant, being an allottee, is entitled to the rights and protections under the RE(R&D) Act.

43. Hence, the jurisdictional objection raised by the Respondents is rejected, and the Authority finds the complaint maintainable and well within its jurisdiction.

Point I answered accordingly.

Point II:

44. The Complainant has alleged that five car parking slots namely G4, 104, 105, 204, and 205 have been constructed in deviation from the sanctioned plan. It is further alleged that 20 residential units have been constructed, contrary to the sanctioned plan which approved only 15 units. The Respondents, in their reply, have submitted that they obtained building permission for the construction of a residential apartment project admeasuring 444 square yards from the Gram Panchayat of Godhumakunta, vide Proceedings No. GP/02/2020-2021 dated 20.01.2021. They further assert that the construction has been undertaken strictly in accordance with the said approved plan, and that the occupancy certificate was issued in their favour on 04.10.2021.

45. With respect to car parking, the Complainant contends that the Respondent has demarcated space for 20 car parking slots, which has resulted in severe congestion and is disproportionate to the number of sanctioned residential units. The Complainant prays that only 15 car parking slots be permitted, corresponding to the 15 sanctioned units. It is pertinent to note that as per G.O. Ms. No. 168, provisions relating to parking in stilt floor areas are deemed to be satisfied under certain conditions. Nevertheless, this Authority is of the view that, to avoid overcrowding and to ensure optimal utility of space for all allottees, the Respondent shall restrict the number of car parking slots to 15, in accordance with the number of sanctioned units. The Apartment Owners Association is accordingly advised to resolve this matter amicably and in consensus with all stakeholders.

46. The Complainant has also sought access to sanctioned electrical and drainage layout plans. In this regard, Section 19(5) of the Real Estate (Regulation and Development) Act, 2016 expressly mandates that the allottee shall be entitled to receive necessary documents and plans, including those pertaining to common areas, after taking possession of the unit. Therefore, the Respondents are hereby directed to furnish to the Association of the concerned project all requisite documents, including sanctioned electricity and drainage layout plans, within a period of fifteen (15) days from the date of this Order.

47. Although initially disputed, the Complainant has, in the rejoinder, acknowledged that CCTV surveillance systems were installed at the project site on 13.07.2024. In light of the same, no further directions are deemed necessary on this issue.

48. The Complainant has also raised concerns regarding the presence of cracks in the building structure and has submitted photographic evidence in support thereof. However, it is observed that the project was granted occupancy on 04.10.2021, and more than three years have since elapsed. It is a settled position that minor wear and tear, including hairline cracks

arising from environmental or natural causes over time, do not constitute "structural defects" within the meaning of Section 14(3) of the RE(R&D) Act. Unless the Complainant is able to demonstrate the existence of a structural or constructional defect within five years from the date of possession which, in the present case, has not been established no liability can be imposed upon the Respondents under the said provision.

Point II answered accordingly.

F. Directions of the Authority:

49. Based on the facts submitted, evidence on record, and the findings given thereon by us as discussed herein above, this Authority holds that the complainant is entitled to the relief as prayed by him, and the same is allowed in his favour, and the Respondent 1 is hereby directed as follows:

- a. For violation of Sections 3 and 4 i.e., for non-registration of the project – “SHOWRI PEARL” Apartment, the Respondent No.1 & 2 is liable for penalty under Sections 59 and 60 respectively, therefore, they are directed to pay penalty of Rs. 2,85,992/- (Rupees Two lakh eighty five thousand nine hundred and ninety two only) payable within 30 days in favour of TGRERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036;
- b. The Respondent 1 & 2 are directed to restrict the number of demarcated car parking slots to fifteen (15), in alignment with the number of sanctioned residential units, and the Apartment Owners Association is advised to ensure equitable allocation and amicable resolution of parking arrangements among allottees.
- c. The Respondent 1&2 are directed to furnish copies of all requisite documents that is electrical layout, drainage plans, and other common area plans to the Complainant within fifteen (15) days from the date of this Order.

50. The complaint stands disposed off. No order as to costs.

**Sd-
Sri. K. Srinivas Rao,
Hon'ble Member
TG RERA**

**Sd-
Sri. Laxmi NaryanaJannu,
Hon'ble Member
TG RERA**

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