

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 295 of 2024

28th October 2025

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

Smt. Mari Swathi

*Flat. No.201, Vennela Nilayam, H.
No. 3-9-120/1&2, Central Bank Colony,
GSI Bandlaguda, Mansoorabad, Hyderabad-500068*

...Complainant

Versus

SR Constructions

*H.no: 2-2-647/8/3, Central Excise Colony,
Bagh Amberpet, Hyderabad, Telangana, 500013
Rep. by*

1.Reddyvari Nitish Reddy, director/promoter

2. Reddyvari Sridevi, director/promoter

...Respondent

The present matter filed by the Complainants herein came up for hearing on 17.07.2025 before this Authority in the presence of and Complainant in person, and Counsel for the Respondent No.1-4, Ch. Sharath Babu appeared in person, and after hearing the submission made by both the parties, this Authority passes the following **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 "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 Respondents.

A. Brief Facts of the Case:

3. The Complainant submitted that on 19.01.2023, she entered into an Agreement of Sale with SR Constructions, the Respondent for the purchase of an east-facing flat admeasuring 2,145 sq. ft. of project "SR Pride" situated at Survey No. 62 Part, Plot Nos. 4,5,6&7, at

Mansoorabad, Saroornagar, Ranga Reddy. The agreed rate was ₹5,525/- per sq. ft., totalling ₹1,18,51,125/-. An additional amount of ₹5,00,000/- was paid for car parking and amenities.

4. The Complainant stated that the property was registered in her name on 04.02.2024. However, upon physically measuring the flat after registration, she found that the actual carpet area was less than 1,500 sq. ft. She alleged that under RE (R&D) rules, developers cannot sell wall space, balcony, or other common areas. Hence, the saleable area was wrongly inflated.

5. The Complainant seeks a refund of ₹35,63,625/- for the 645 sq. ft. of excess common area sold at the rate of ₹5,525/- per sq. ft. She also incurred financial loss due to payment of additional registration fees on the inflated area. The GHMC approved plan (Building Permit No. 03182/GHMC/1826/LBN2/2021-BP) at Point No. 27 clearly mandates that only the sanctioned built-up area may be registered. Further alleged that ₹5,00,000/- was charged illegally for the car parking. The Promoters were allowed to sell only 9 car parking's (5 in cellar and 4 in stilt) as per the GHMC plan, but they sold 20 car parking slots at ₹3 lakhs each.

6. The Complainant alleged that the cellar floor was never constructed, and hence only 4 car parking slots were legally permitted on the stilt floor. She was misled and sold an illegal parking slot, while being kept unaware of the actual sanctioned parking capacity. The Promoters collected ₹4,06,335/- towards GST but failed to deposit the same with the GST Department. The Complainant demands that the said amount be paid to the department and proper GST receipts be issued to her.

7. The Complainant submitted that though she was sold an east-facing flat, the GHMC approved plan indicates it as north-facing. She also stated that two other flats on the same floor were converted from double bedroom to triple bedroom units and their orientation was changed from south to west without GHMC approval. The Complainant demanded that the Promoters update the orientation and layout changes in GHMC and RERA records at their own expense. She also stated that the Promoters attempted to construct a sixth floor after obtaining Occupancy Certificate (OC), and laid a 200 sq. ft. roof slab illegally.

8. It was alleged that the Promoters developed hostility toward the flat owners who resisted the unauthorized sixth floor. The Complainant also submitted that the cellar was never constructed, despite approval for a structure consisting of Cellar + Stilt + 5 floors. The Complainant stated that the compound wall of the project is 15 years old from a prior construction. Instead of constructing a new wall, the Promoters merely repaired the old

structure. He seeks construction of a new compound wall as promised in the project brochure. The Promoters assured use of premium quality materials, but used substandard materials during construction. Due to poor quality, the Complainant decided to personally procure bathroom fittings, electricals, doors, flooring tiles, sand, paint, wall putty, and also bore installation costs.

9. The Promoters agreed to this arrangement and refunded only 25% of the expected amount. The Complainant incurred an additional cost of ₹8,00,000/- for premium-quality interiors. Other flat owners of units 301, 302, 303, 201 and 501 also followed similar arrangements due to dissatisfaction with the quality.

10. The Complainant also submitted that the external design and building elevation did not match the brochure. She alleged that corridor and stairwell ventilation was blocked using fixed glass, resulting in lack of airflow. The ground floor drainage outlet was directly above electric meters, posing a life-threatening risk. She further submitted that exterior drainage pipes were left uncovered, contrary to the brochure specifications. She alleged that the Promoters managed GHMC officials to procure the OC dated 19.05.2023 before completing installation of lifts, painting, stilt floor tiling, and electric meters.

11. The OC falsely mentioned construction of Stilt + 5 floors while excluding the cellar. As per the GHMC plan, a cellar was approved. The Complainant demanded that the Promoters rectify the deviation in GHMC records and pay deviation fees. The Complainant alleged that false information was submitted by the architect to procure the building completion certificate, claiming the building had a cellar, stilt, and five upper floors. The structural engineer also provided incorrect information in the stability certificate.

12. It was also stated that no rainwater harvesting or fire safety systems were installed by the Promoters. The Complainant demanded installation of water harvesting pits (6m x 3m x 2m) and full compliance with fire safety norms as per GHMC and RERA standards. The west side exterior wall of the Complainant's flat developed cracks and water leakage marks within one year, damaging interior paint. This was attributed to poor waterproofing. Cracks also appeared on the terrace due to poor-quality materials, and waterproofing layers were detaching. The pillars supporting the stilt floor were allegedly damaged due to use of inferior materials. The Complainant stated that the Promoters refused to provide five years of building maintenance services, in violation of RE (R&D) rules, and demanded compliance.

13. The Complainant also stated that the Promoters have not facilitated formation of the apartment owners' society, as required under RE (R&D) Act. In August 2024, when flat owners requested rectification of GHMC and RE (R&D) Act violations, Promoter Shri R. Nitish Reddy used abusive language against them.

14. Witnesses are available to confirm the incident. Flat owners are now concerned about legal complications concerning the building's future due to these irregularities. The Complainant further submitted that the sale deed contains an incorrect address, mentioning "Suryodaya Colony" instead of "Central Bank Colony." He demanded that the Promoters rectify the sale deed at their own expense. The Complainant concluded that the cumulative conduct of the Promoters has caused him severe mental distress, harassment, and reputational damage.

B. Reliefs Sought

15. The Complainants has sought the following reliefs:

- i. Promoters must return ₹35,63,625 charged extra for 645 sq. ft. of the common area.
- ii. Promoters must return ₹5,00,000/- charged for car parking and amenities
- iii. Promoters must provide GST payment receipts to the complainant.
- iv. Promoters must demolish the old compound wall and construct a new modern compound wall, as outlined in the brochure.
- v. Promoters must ensure two-way ventilation in corridors by removing sealed windows and replacing them with operable windows for fresh air.
- vi. Promoters must either relocate the electric meter or change the position of the drainage outlet pipes, as both cannot occupy the same space.
- vii. Promoters must promptly update GHMC records by paying deviation fees, as the construction plan differs from the GHMC sanctioned plan.
- viii. Promoters must correct the details of the constructed carpet area and the apartment address on the sale deed document.
- ix. Promoters must implement a water harvesting system and provide fire safety services. Specifically, I demand water harvesting system must measure 6 meters in length, 3

meters in width, and 2 meters in depth and provide fire safety services compliant with GHMC standards.

- x. Promoters must inspect and repair the west-side wall of the flat for water leakages.
- xi. Promoters must inspect and repair the terrace waterproofing.
- xii. Promoters must repair 3 pillars on the ground floor, specifically those at the bottom of the lift.
- xiii. Promoters must provide building maintenance services for 5 years, as per RERA guidelines.
- xiv. Promoters must facilitate the society formation process of the apartment and its registration.
- xv. Promoters must apologize in writing to all flat owners for constructing a low-quality apartment and for not following the GHMC sanctioned plan.
- xvi. The Hon'ble RERA court is urged to take legal action against the promoters, architect, and structural engineer for providing false construction reports.

C. Counter filed by the Respondent

16. The Respondent submitted that he denies all allegations made in the complaint as false, frivolous, and motivated by ulterior purposes. He stated that the Occupancy Certificate (OC) for the project "SR PRIDE" was issued on 01.08.2023. Further, the Complainant visited the project site, expressed satisfaction, and subsequently purchased her flat through registered sale deed dated and 04.04.2024. After the issuance of OC and upon execution of the sale deed, possession was handed over. Hence, all contractual obligations stood fulfilled and the present complaint is not maintainable before this Authority.

17. In reply to the allegation regarding being charged for 645 sq. ft. of common area, the Respondent submitted that the agreement of sale was executed after completion of civil work and that all requisite documents, including permission copy, working drawings, and property papers, were provided to the Complainant. Further stated that the Complainant had over 15 months prior to registration to verify the documents and inspect the flat, and that the sale deed was executed voluntarily and without objection.

18. The Respondent submitted that the carpet area was calculated strictly in accordance with Section 2(k) of the RE (R&D) Act, and the definition of common areas under Section 2(n) was also adhered to. He denied any misrepresentation.

19. Regarding the ₹5,00,000/- charged for car parking and amenities, the Respondent submitted that the charges were mutually agreed upon and clearly recorded in the registered sale deed. No protest or objection was raised at the time.

20. The allegation regarding the sale of 20 car parking slots, the Respondent categorically denied the same as false and misleading. The Respondent submitted that as per the norms issued by the Ministry of Housing and Urban Affairs, there should be two Equivalent Car Spaces (ECS) for every 100 square meters of residential floor area, which equates to one car parking space for a three-bedroom unit and two for a four-bedroom unit, and that this requirement has been duly complied with in the present project. It was further submitted that the Complainant was fully aware of the extent, layout, and dimensions of the available parking areas at the time of entering into the agreement of sale, which was executed only after the civil construction of the building was complete. The Respondent also clarified that the parking allotment was carried out on a first-come, first-serve basis, and the Complainant had willingly accepted the designated parking space and expressed satisfaction prior to making the financial commitment for the purchase of the flat.

21. The Respondent denied the allegation that ₹4,06,335/- collected towards GST was not paid to the GST Department. He submitted that GST has been duly remitted every month and the company maintains a clear GST compliance track record.

22. Regarding the allegation that the Complainant's flat is shown as north-facing in the approved GHMC plan but is actually east-facing in reality, the Respondent reiterated that all property documents, working drawings, and permissions were handed over to the Complainant, who verified the same and executed the agreement and sale deed only after being satisfied.

23. The Respondent further submitted that despite the Complainant repeatedly failing to make timely payments, the Respondent cooperated and executed the sale deed without charging any penalty or interest, purely on humanitarian grounds. With respect to the allegation regarding unauthorized construction of a sixth floor, the Respondent categorically denied the same. He submitted that no penthouse or sixth floor has been constructed and there is no violation.

24. The Respondent further submitted that the Occupancy Certificate was issued by GHMC and hence there is no cause for dispute on the issue of cellar construction. Regarding the complaint about the compound wall being 15 years old, the Respondent stated that the wall was newly constructed at the inception of the project and is not from any prior construction.

25. In response to the allegations regarding low-quality construction materials, the Respondent submitted that premium-grade materials were used. He listed the materials used including Birla Supercrete and Shree Cement, Radha TMT steel, high-grade red bricks, and Kaleshwaram sand.

26. The Respondent stated that Asian Paints internal putty and emulsion, V-Guard wires, Cera bathroom fittings, and customer-approved tiles were installed. Sample tiles were shown to allottees, and stock was ordered only upon approval. After having provided all agreed-upon materials, he cannot be held responsible for personal modifications made by the Complainants to achieve a “premium look.”

27. Regarding the claim that the building design differs from the brochure, the Respondent stated that the final elevation is as agreed upon and shown in the registered sale deed. Minor design changes were made after consultation with the flat owners.

28. Specifically, The Respondent submitted that aluminium panelling was removed from the elevation to allow future maintenance of drainage and water lines. The Allottees had agreed to this and requested ACP panelling around parking drainage lines, which was executed. He submitted that the Complainant were informed of the design changes and the elevation depicted in the sale deed was mutually agreed upon and executed.

29. With respect to ventilation being closed off with glass in the corridors, the Respondent denied the allegation and submitted that no such obstruction exists.

30. Regarding the allegation that drainage outlet is placed above electric meters, he denied the same and submitted that ACP panelling has been done and the layout ensures safety.

31. On the issue of exterior drainage pipes, the Respondent reiterated that the design changes were made after client meetings and in mutual agreement with the Complainant. ACP panelling was installed as requested.

32. The Respondent again submitted that the elevation shown in the sale deed is final and was executed with the mutual consent of the parties.

33. In reply to the allegation that the Occupancy Certificate was issued before installation of lifts, electrical meters, painting, and stilt floor finishing, the Respondent submitted that OC was granted by GHMC and hence there is no dispute. The Respondent submitted that GHMC's issuance of OC itself confirms that construction was as per sanctioned plan and therefore, allegations of deviation or illegality are unfounded.

34. On the issue of water harvesting and fire safety services, the Respondent submitted that a separate bore was drilled and a pit was constructed for water harvesting, and all rooftop and stilt runoff has been routed to the pit. The Respondent stated that the said arrangement is more effective than traditional harvesting methods and was done despite incurring additional costs.

35. The Respondent denied the allegation of cracks on the west wall and stated that the complaint is false and intended for wrongful gain. In fact, the Complainant used industrial drilling machines for skirting installation inside their flats, which compromised the structural integrity and may have led to wall cracks.

36. Despite advice from the site supervisor and the Respondent himself, the Complainant continued such activities, and therefore the Respondent cannot be held liable. He submitted that no flat handed over has had any quality issues and the allegation of pillar damage is entirely baseless and unsubstantiated.

37. With respect to the waterproofing allegation, the Respondent submitted that the work was executed by a specialist contractor using Fosroc chemicals, KCP OPC 53 cement, river sand, and chips. Three-inch thick waterproofing was done across terrace and bathroom areas. He submitted that no leakage has been reported from the terrace and the allegation is completely false.

38. The Respondent denied that the stilt pillars are damaged and stated that there is no such issue. The complaint is unfounded. Regarding the allegation that no five-year maintenance service has been provided, the Respondent stated that regular maintenance is ongoing and he is awaiting formation of the apartment association to transfer responsibility.

39. On the issue of apartment society formation, the Respondent stated that he has issued circulars and handed over the society registration application to all patrons. However, certain residents, including the Complainants has refused to sign and accept the circular despite repeated requests. The Respondent is awaiting the duly signed application.

40. The Respondent submitted that the present complaint is identical to Complaint No. 06/2025/TG RERA, which is pending before another forum, and therefore constitutes double jeopardy in violation of Article 20(2) of the Constitution of India.

D. Rejoinder Filed by the Complainant

41. The Complainant has filed a rejoinder wherein she has reiterated the facts and allegations as set out in the main complaint filed in Form 'M', without introducing of photographs.

E. Points for Consideration

42. Upon deliberation of the contentions of the parties as well as the documents filed therein, the following issues sprout for consideration:

- I. Is the present Complaint maintainable before the Hon'ble Authority?
- II. Is the Complainant entitled to the reliefs, prayed for?

F. Observation of the Authority

43. The Authority, having carefully examined the material placed on record, including the photographic evidence submitted by the Complainant, the counter filed by the Respondent, and the rejoinder filed by the Complainant, observes that several of the issues raised in the present Complaint relate to alleged deviations from the sanctioned plan, while the remaining set of issues pertain to alleged structural defects and deficiencies in construction. The Authority therefore considers it appropriate to deal with these issues sequentially, beginning with those concerning sanctioned plan deviations and thereafter turning to the issues of structural quality and other reliefs claimed by the Complainant.

44. At the outset, the Authority notes from the Complainant's own submissions that the Occupancy Certificate (OC) in respect of the subject premises was issued to the Respondent on 19.05.2023. Subsequently, on 04.02.2024 the Complainant and the Respondent executed a registered Sale Deed. It is therefore evident that as on the date of execution of the Sale Deed, the project was already in possession of a valid OC issued by the competent authority.

45. The Authority further observes that the grant of such Occupancy Certificate by the competent authority necessarily presupposes that due verification has been carried out with respect to compliance of the project with sanctioned building plans, statutory building

standards, and other applicable requirements. Once such certification is duly granted by the competent authority, and possession of the premises has been conveyed by way of a registered Sale Deed, this Authority, acting under the provisions of the Real Estate (Regulation and Development) Act, 2016, cannot sit in appeal over the satisfaction already recorded by the statutory authority at the time of issuing the Occupancy Certificate.

46. In light of the above factual position, and having regard to the fact that the execution of the Sale Deed occurred subsequent to the issuance of the Occupancy Certificate, this Authority refrains from adjudicating upon allegations relating to deviations from the sanctioned plan. The same is beyond the scope of its jurisdiction under the given factual matrix, particularly where the competent authority has already applied its mind and certified compliance.

47. Having addressed the issues pertaining to sanctioned plan deviations, the Authority now turns to the remaining grievances of the Complainant which pertain to alleged structural defects, deficiencies in construction, and post-possession obligations. In this regard, the Authority first observes that, with respect to the formation of an Association of allottees, Section 11(4)(e) of the Real Estate (Regulation and Development) Act, 2016 places a statutory obligation on the promoter to facilitate the formation of such an Association or Society within a period of three months from the date on which the majority of allottees have booked their units in the project. The Authority is of the view that the formation of such an Association is critical to ensuring collective representation of allottees in matters concerning maintenance of common areas, distribution of responsibilities, and enforcement of obligations under the Act.

48. Accordingly, the Authority is of the view that directions have to be issued to the Respondent to take necessary steps for the formation of an Association as per Section 11(4)(e) of the RE (R&D) Act, 2016 and to file a compliance report thereunder, so as to ensure that the statutory requirement is fulfilled in letter and spirit. The relevant portion of Section 11(4)(e) of the RE (R&D) Act is extracted below for reference:

(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:

49. With regard to the relief sought by the Complainant pertaining to the alleged waterproofing of the terrace and water leakage, the Authority observes that the Complainant has failed to place on record any cogent, credible, or reliable evidence to substantiate such allegations. The photographs filed by the Complainant, in the considered opinion of this

Authority, do not by themselves constitute sufficient proof of any structural or constructional defect. As a prudent person, the Complainant ought to have placed on record a technical report, expert opinion, or any other credible evidence demonstrating the existence of water leakage or the necessity for waterproofing. In the absence of such substantiating material, this Authority finds no justifiable reason or ground to issue any direction or order in this regard.

50. In respect of the relief sought concerning the three pillars located on the ground floor, particularly at the base of the lift, the Authority notes that the Respondent has categorically submitted that the said issue has already been rectified. The Authority further observes that the Complainant, in her written submissions, has also acknowledged and confirmed that the matter stands resolved. Accordingly, no further directions are required to be passed on this aspect.

51. With respect to the relief claimed by the Complainant seeking maintenance services for a period of five years to be provided by the Respondent, the Authority notes that no such stipulation is contained either in the sale deed or in any other document placed on record. The Complainant has also failed to furnish any material or evidence to demonstrate the basis on which such relief has been sought. The Authority further observes that the provisions of the Real Estate (Regulation and Development) Act, 2016 do not contemplate or mandate any such obligation upon the promoter in the absence of a mutually agreed contractual clause. In view thereof, and in the absence of any legal or contractual foundation, the Authority finds no merit in the said prayer and accordingly of the opinion that no such direction in this regard can be issued.

52. Finally, with respect to the reliefs sought for refund of amounts allegedly paid towards car parking, amenities, and common areas, the Authority notes that the Complainant has failed to furnish any documentary evidence, receipts, or supporting material to substantiate her claim. In the absence of cogent proof demonstrating that such payments were made over and above the agreed sale consideration, this Authority is not in a position to adjudicate upon or allow the said relief. Accordingly, the prayer for refund on this count cannot be considered.

G. Direction of the Authority

53. Vide its powers under Sections 37 & 38 of the RE (R&D) Act, 2016, this Authority issues the following directions:

- i. The Respondent/Promoter shall file an Affidavit before this Authority within 45 (forty-five) days from the date of this Order, clearly stating:

- a. Steps to taken for formation of an Association of Allottees in accordance with Section 11(4)(e) of the RE(R&D) Act, 2016;
- b. If not yet formed, the Respondent shall initiate all necessary steps for the immediate formation and registration of such an Association and to file a detailed status report indicating timelines for compliance.

54. Failing to comply with the above-said directions by Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

55. The Complaint is disposed of in lieu of the above directions. 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

