

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 56 of 2024**

**30<sup>th</sup> July 2025**

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

**Village Pointe Apartment Flat Owners Maintenance Mutually aided Cooperative Society Limited,**

*(Cellar Office Room, Village Pointe Apartments,  
Road No.1 Alkapoor Township, Nekkapur,  
Manikonda, Hyderabad-500089)*

**...Complainant**

**Versus**

**M/s RR BUILDERS**

*(Rep. by its Managing Partners 1: Sri. Srinivas Reddy Kisari,  
Flat No: 1201, Block LE7,  
Lanco Hills Residential Towers,  
Near Marrichettu, Manikonda - 500089)*

*(Rep. by its Managing Partners 2: Sri. Adi Reddy Dondeti,  
Flat No: 401, ARYMITHRA VERBENA,  
Road No.28, Alkapoor Township - 500089)*

**...Respondent**

The present matter filed by the Complainant herein came up for hearing on 12.04.2025 before this Authority wherein Sri Siva Kumar, Counsel for the Complainant Association, along with the Complainant Association in person, and Sri Rohit Pogula, Counsel for the Respondent, along with the Respondent in person. After hearing the arguments from both 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 Respondent.

**A. The Brief facts of the case as per allegations/averments contained in the complaint are as follows:**

3. The Complainant herein above is the association of flat owners of Village Pointe Apartments, a gated community. The Complainant association has approached this Authority seeking necessary reliefs against the Respondent in relation to various structural and maintenance related issues in the apartment, including persistent defects such as, water leakages, seepages, structural cracks, and non-fulfilment of certain commitments made at the time of sale. The Complainant association further submitted that the on-going issue of water leakage in the guest rooms and swimming pool

remains unresolved, despite Respondent's efforts. Although the Occupancy Certificate (OC) was issued on May 11, 2021, the committee's refusal to accept the vendor's services has delayed necessary repairs. Despite repeatedly raising multiple unresolved issues, the Complainant association raised the following;

4. The Complainant association submitted that the property suffers from multiple issues, including structural flaws, leakages, seepages, and visible cracks. These deficiencies raise serious concerns about the safety and overall quality of the construction, necessitating immediate attention and resolution.

5. That the commitments made at the time of sale remain unmet, particularly about providing bore wells and rainwater harvesting pits. These omissions represent a significant deviation from the representations made by the developers, and urgent measures are requested to rectify this non-compliance.

6. That the swimming pool is experiencing leaks, which have resulted in water seepage into the guest rooms located beneath it. This issue poses a significant risk to the structural integrity of the building and requires urgent attention to prevent further deterioration.

7. That water leakage in the basement parking area is causing damage to parked vehicles. This issue is a source of inconvenience and potential financial loss for residents, necessitating immediate resolution.

8. The Complainant further submitted that there are multiple instances of leakages and seepages in the cellar and corridors. Additionally, visible structural cracks have been identified in certain areas of the building, raising serious concerns about the safety and stability of the structure. A thorough inspection and timely remedial measures are required to address these issues.

9. Despite the commitment mentioned in the occupancy certificate, there is a lack of rainwater harvesting pits on the property. This non-compliance with sustainable water management practices undermines the commitment to environmental responsibility, and intervention is requested to ensure the implementation of rainwater harvesting measures.

10. In conclusion the Complainant association submitted that the property is not aligned with the representations made during the sale. It is urged that necessary actions be taken to ensure that all commitments made by the Respondent are fulfilled.

**B. Relief(s) sought:**

11. In view of the above-mentioned facts and circumstances, the Complainant association has prayed for the following reliefs:

- a) *Rectification of Swimming Pool Problems, Water leakage in the basement parking area,*
- b) *Immediate rectification of structural issues including leakages, seepages, and cracks at all other places.*
- c) *Installation of the promised number of rain water harvesting pits as per commitments.*
- d) *Any other necessary actions to align the property with the representations made during the sale.*

**C. Respondent's Reply:**

12. The Respondent, vide its counter affidavit submitted all construction and sale-related obligations were fulfilled in accordance with applicable standards and commitments.

13. That the construction undertaken by Respondent adhered to stringent quality control measures at every phase to ensure the structural integrity and long-term durability of the apartments.

14. Further, the reported leakages or cracks in the basement swimming pool were investigated promptly and necessary remedial measures were taken. These issues, however, may also stem from factors such as inadequate maintenance by the occupants. The association's management committee has not cooperated with the Respondent's efforts to resolve such matters. The alleged cracks in the corridors are, in fact, expansion joints required for structural safety, a fact that has been communicated to the management, which unfortunately has not accepted this technical explanation.

15. It was further averred by the Respondent that, all commitments concerning the provision of bore wells and rainwater harvesting systems have been met. These provisions were implemented in compliance with all regulatory mandates. Additional rainwater harvesting pits were deemed unnecessary and posed hindrances to parking and movement, and thus were not constructed. No adverse effect has been caused to residents or the environment.

16. The Respondent stated that he has always maintained a commitment to high standards of construction and ethical practices and thereby prayed to dismiss the present complaint.

**D. The points for determination on the reliefs sought in the main complaint are as follows:**

17. After hearing from both parties at length, the following question arises for our consideration in the present complaint:

I. Whether the complaint is entitled to relief as prayed for? If yes, to what extent?

## **E. Observations of the Authority**

### **Point I**

18. The Authority has duly considered the documentary and photographic evidence produced by the Complainant, including the counter filed by the Respondent and the Memo's thereto. The principal grievances raised and highlighted by the Complainant association are as follows:

- a) The failure of the Respondent to rectify of Swimming Pool Problems, Water leakage in the basement parking area.
- b) Immediate rectification of structural defects such as leakages, water seepages, and cracks across various areas of the property.
- c) Non-installation of the promised number of rain water harvesting pits as per the commitments made during the sale.

19. Both the Complainant Association and the Respondent appeared before this Authority. The Respondent, represented by its Managing Partners, expressed willingness to complete all pending works as raised by the Complainant Association. Accordingly, this Authority directed the Respondent to carry out the said works and submit progress reports during each hearing. In compliance, the Respondent has submitted multiple memos over the course of the proceedings.

20. The Complainant Association has also filed memos in response to the status updates submitted by the Respondent. However, in one of the memos filed by the Complainant, additional issues relating to the Sewage Treatment Plant (STP), ventilation, and methane gas concerns were raised, which were not originally pleaded in the main complaint. Hence, this Authority confines its adjudication solely to the issues raised in the main complaint, namely: the swimming pool defects, water seepage in the basement and other areas, and the installation of rainwater harvesting pits.

21. In view of the reliefs as prayed for, the issues raised by the Complainant Association are examined hereunder:

#### *a. Rectification of Swimming Pool Leakages and Related Dampness Issues:*

22. The Complainant Association has raised concerns relating to persistent leakages from the swimming pool resulting in dampness and seepage into guest rooms located below the pool area. It was submitted that, despite the Respondent's assurances, the issues remain unresolved and that the pool was still not fully operational at the time of the final hearing.

23. In the memo dated 17.04.2025 filed by the Respondent, it has been stated that all necessary remedial measures in relation to the swimming pool have been undertaken. The Respondent has detailed that waterproofing works, including buffing, polyurethane coating, plastering, and tile replacement, have been completed in the gutter, header tank, and balancing tank areas. It is further stated that the pool has been filled since the end of January 2025 and has been in use by residents without any fresh reports of leakage, except for residual dampness in earlier identified locations. Buffing in the guest rooms located below the pool was also stated to be completed.

24. However, in the memo filed by the Complainant Association, it is submitted that the pool was handed over only two days prior to the final hearing and is still under testing. Certain associated works, such as grill work and pending tile replacements, have not been completed. The Association has requested a formal five-year warranty from the date of full operational commissioning and has proposed appointment of a third-party vendor in case any further leakage is noticed, at the Respondent's cost. The Authority finds this request reasonable given the nature and location of the defect and the prolonged delay in rectification.

*b. Rectification of Water Leakages, Seepages and Structural Cracks Across the Project:*

25. The Complainant Association seeks comprehensive rectification of structural issues, including persistent leakages and visible cracks across various blocks, corridors, cellar areas, and walls of individual units.

26. The Respondent, in its memo dated 17.04.2025 and supporting documents, has stated that all identified leakage points over the past eight months, particularly in expansion joints, basement, ramp area, and header tanks, have been addressed using PU grouting and waterproofing methods. The Respondent has also recommended that the Association put in place an Annual Maintenance Contract (AMC) to ensure long-term upkeep and mitigate future issues.

27. However, the Complainant has submitted a detailed list of units and locations where seepages and dampness persist. Several of these locations are marked as "not attended" or "work in progress" as per the leakage report filed by the Association. The structural inspection report dated 26.11.2024 submitted by a certified structural engineer confirms the continued presence of water ingress in the cellar roof, expansion joints, and water tanks, and recommends surface waterproofing and other civil works, estimating the repair cost at over ₹86 lakhs. The Authority notes that while some of the repair works have been undertaken, the larger issue of structural dampness and waterproofing remains incomplete.

28. It is also pertinent that the Respondent, during the course of the proceedings, expressed willingness to carry out all pending works as per the compromise reached between the parties.

However, progress on ground has been partial and intermittent, as evident from the field status records and the Complainant's memos.

*c. Installation of Rainwater Harvesting Pits as per Commitments Made:*

29. The Complainant Association has submitted that the Respondent failed to install the number of rain water harvesting pits promised at the time of sale. This has resulted in non-compliance with sustainable building practices and approved project plans.

30. The Respondent, in its counter, has contended that the required number of pits were installed and that additional pits could not be constructed due to space constraints which would affect vehicular movement and parking areas. However, no evidence has been furnished to establish compliance with the original commitment made at the time of sale. Further, the Complainant has pointed out that the absence of sufficient rainwater harvesting infrastructure adversely affects the environmental performance of the project.

31. The Authority finds that failure to install rainwater harvesting pits, as per the original representations, constitutes a deficiency in service and non-fulfilment of obligations under the Act. The Authority directs that these works be completed in consultation with the Complainant Association, without compromising functionality of the project amenities.

32. Upon cumulative assessment of the facts and materials on record, it is evident that the structural deficiencies in the project, namely water leakages in the swimming pool, basement seepages, cracks in the building fabric, and incomplete service installations, fall within the scope of defect liability as defined under Section 14(3) of the Real Estate (Regulation and Development) Act, 2016. The said provision reads as follows:

*“In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter’s failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.”*

33. In the present case, possession was handed over in May 2021, and the defects have been consistently raised by the Complainant Association within the five-year defect liability period. Although the Respondent has shown some willingness and effort in rectification, the works remain incomplete and the deficiencies persist.

34. Hence, this Authority is of the view that the Respondent is in breach of the statutory obligation under Section 14(3) of the RE(R&D) Act, 2016 and holds that the Complainant Association is entitled to reliefs as prayed for. Directions for compliance are accordingly issued.

**F. Directions of the Authority:**

35. Based on the facts submitted, evidence on record, and the findings given thereon by us as discussed herein above, this Authority directs the Respondent the following:

36. In the view of above findings of the Authority as recorded above, the following directions are issued under Section 14(3) of the RE (R & D) Act, 2016, which places a mandatory obligation upon the promoter to rectify any structural defect or any other defect in workmanship, quality or provision of services as may be brought to their notice by the allottee within a period of five years from the date of handing over possession. In accordance with this statutory provision, and keeping in view the persistent issues such as seepage, cracks, swimming pool leakage, and non-functioning amenities.

- i. The Respondent is hereby directed to complete all outstanding rectification work, including the remaining civil works specified in the complaint, within 60 days from the date of this order.
- ii. If the Respondent fails to comply with the directions herein, shall attract Section 63 of the RE (R&D) Act, 2016.

37. 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 Naryana Jannu,  
Hon'ble Member**

**TG RERA**

**Sd/-**

**Dr. N. Satyanarayana, IAS (Retd.),  
Hon'ble Chairperson**

**TG RERA**