

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 166 of 2025**

**Dated: 29<sup>th</sup> November, 2025**

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

**Flat Owners of Sri Sai Residency,**  
*Represented by its President, N.Srisailapathi,*  
*R/o. Sri Sai Residency,*  
*Flat No.202, Madhura Nagar,*  
*Nagaram, Telangana - 500083*

**...Complainant**

**Versus**

**M/s Sri Sai Builders and Developers,**  
*Represented by:*

- 1) *Yellu Narasimha Reddy*  
*R/o: D.No.9-36/4, S.V. Nagar, Nagaram, Telangana - 500083*
- 2) *Yellu Raghupathi Reddy*  
*R/o: D.No.9-36/4, S.V. Nagar, Nagaram, Telangana - 500083*
- 3) *Chepoori Ramaswamy*  
*R/o: D.No.9-197/24, Plot.No.45, Road No.3,*  
*Venkatadri Nagar, Nagaram, Telangana - 500083*

**...Respondents**

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person and the Respondents in person, and upon hearing the submissions of both the parties, this Authority proceeds to pass 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 "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") seeking appropriate relief(s) against the Respondents.

#### **A. Brief facts of the case:**

3. The Complainants, being the residents and allottees of units in the apartment complex known as “Sri Sai Residency,” have approached this Authority bringing to notice several issues pertaining to the quality and safety of construction of the said apartment building and its ongoing maintenance. It is submitted that the building is relatively new and was constructed two years ago.

4. It is stated that the civil works and plastering on the external pathway (setback area of the apartment) are of poor quality and do not conform to safety guidelines, as the gravel on the pathway is peeling off, making it unsafe for children and senior citizens to walk. It is further submitted that most flats are experiencing water damage on the walls due to faulty plumbing lines and damaged gutters, which are causing water leakage and resulting in significant damage to the interior finishes. It is further submitted that the lift installed in the building is substandard, and that the motor fitted is not of the correct size as pointed out by the lift service engineer during regular maintenance, which has led to frequent issues with the operation of the lift.

5. It is submitted that the tiles installed in the parking area are of poor quality, with noticeable gaps between them, leading to water accumulation at multiple areas and causing the tiles to lift and detach. The sanitary items used in the apartments are also alleged to be of low quality and have caused inconvenience to the residents. It is further stated that the terrace door broke after just one year of use, which, according to the residents, clearly indicates that inferior materials were used in its construction.

6. It is further submitted that there is no safety railing provided near the lift maintenance room located on the 6th floor, which poses a serious risk of accidental falls. It is submitted that the CCTV system has been non-operational for the past four months, thereby compromising the security of the premises.

7. It is further submitted that many flats have experienced issues with the tiles due to poor workmanship during installation. It is also stated that the second coat of paint has not been applied in some flats, despite residents being charged for the same. It is further submitted that the warranties for the lift and generator had already expired before the residents purchased their flats, as a result of which the residents were unable to avail the free service period. It is recommended that a free Annual Maintenance Contract (AMC) for one year be provided to cover these services.

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

8. Accordingly, the Complainant sought the following relief:

- i. Request to review the issues raised and to take immediate action to address and resolve all the problems mentioned, and further request that a timeline be provided indicating when each issue will be rectified, including the target dates for completion.*

**C. Counter on behalf of the Respondent:**

9. The Respondents through its counter, submit that the present complaint has been filed by the Complainant, alleging that eleven issues are pending rectification in the said apartment complex. The Respondents state that all the issues raised by the Complainant have already been resolved and that, at present there are no existing problems. The Respondents further submit that, notwithstanding the aforesaid, if the Complainant is still of the view that certain issues are still pending in the apartment, the Respondents are willing and ready to rectify any such defects.

**D. Rejoinder filed by the Complainant:**

10. The Complainant, with reference to the counter filed by the Respondent, submits this rejoinder. The Complainant submits that the issues raised in the complaint have remained unresolved despite multiple follow-ups, and they now request a concrete action plan with clear timelines. A point-wise response has been submitted, as follows.

11. With regard to the issue of the external pathway road, the expected resolution is reconstruction of the pathway using a CC road method with 4–6 inch excavation in accordance with civil standard norms, ensuring proper finishing and levelling so that rainwater flows into the drainage channels effectively. With respect to the water damage on interior walls caused by faulty plumbing and damaged gutters, the Complainant submits that a detailed inspection by technical plumbing service experts is required, and that all plumbing leakages must be rectified in every affected flat on priority.

12. With regard to the lift standards, the Complainant submits that the lift is substandard and that the motor used is not of the correct size as pointed out by the lift service engineer during maintenance; the expected resolution is for the Respondent to clarify whether the lift machine is original or assembled, and if the lift components are not compliant, to replace them with certified parts and restore safe functioning. With respect to the parking tiles, the Complainant submits that the tiles in the parking area are of poor quality with noticeable gaps

causing water accumulation and tiles lifting and detaching; the expected resolution is replacement of all such tiles with quality tiles ensuring proper levelling and drainage.

13. With respect to the sanitary items, the Complainant states that the items are of low quality and have caused inconvenience, and the expected resolution is replacement of all faulty or poor-quality items with standard-grade fittings, particularly in the affected flats. With regard to the terrace door, the Complainant submits that the door broke within one year of use and therefore seeks replacement with a durable iron door capable of sustaining high wind speeds. With respect to the absence of safety protocols, particularly the lack of a safety railing near the lift maintenance room on the 6th floor, the Complainant seeks immediate installation of appropriate safety handrails and railings near lift control room and water tank to avoid any accident risks.

14. With regard to the non-functional CCTV system, the Complainant submits that the CCTV has been non-operational for the past four months, compromising the security of the premises, and seeks replacement with a functioning and standard CCTV setup. With respect to tile issues in many flats due to poor workmanship, the Complainant seeks replacement of the affected tiles in all relevant flats ensuring proper finishing. With regard to painting, the Complainant states that the second coat of paint has not been applied in some flats despite residents having been charged extra, and therefore seeks the application of the second coat without any further cost. Finally, with respect to the expiry of warranties for the lift and generator prior to the residents' purchase of their flats, the Complainant submits that they could not utilize any warranty benefits and therefore seeks a free one-year AMC for both the lift and the generator.

15. The Complainant requests for a point-wise action plan including realistic timelines. The Complainant further states that coordination and site verification will be fully supported from their end.

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

16. Upon consideration of the pleadings, submissions and material placed on record, this Authority observes that the Complainants have raised several issues relating to the quality of construction, workmanship, and safety standards in the apartment complex known as "Sri Sai Residency." The Complainants submit that despite the building being merely two years old, multiple defects continue to persist, including defective civil works on the external pathway, water seepage due to faulty plumbing, substandard lift installation, poor-quality parking tiles,

inferior sanitary fittings, breakage of the terrace door, absence of safety railings on the 6th floor, non-functional CCTV system, tile defects inside various flats, non-application of the second coat of paint despite payment, and expiry of warranties for the lift and generator even before possession was taken. The Complainants contend that these issues have remained unresolved despite repeated follow-ups and seek a concrete action plan with clear timelines.

17. The Respondents, on the other hand, submitted in their counter that all the issues raised by the Complainants have already been resolved and that at present there are no problems. They further submit that, irrespective of their position, if the Complainants still believe certain issues to be pending, the Respondents are willing and ready to rectify such defects.

18. Before dealing with the factual aspects, it is necessary to consider the statutory obligations imposed upon promoters under the Real Estate (Regulation and Development) Act, 2016. Section 11(4)(a) of the Act expressly provides as follows:

*“The promoter shall 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.”*

This provision casts a continuing statutory duty on the promoter to fulfil all obligations under the RE(R&D) Act, the Rules, and the agreement for sale until conveyance is completed. The proviso further makes it clear that the promoter’s responsibility for structural defects or other defects, as contemplated under Section 14(3), continues even after conveyance.

19. Section 14(3) of the RE(R&D) Act further stipulates:

*“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.”*

20. A combined reading of Section 11(4)(a) and Section 14(3) makes it clear that the promoter's obligations extend to rectifying structural defects and all defects in workmanship, quality or provision of services, including but not limited to leakages, inferior fittings, civil work deficiencies, defective installation of essential services such as lifts, safety hazards, poor-quality tiling and other similar shortcomings. These obligations arise when such defects are brought to the promoter's notice within five years of possession. The promoter must undertake rectification within thirty days and free of cost. However, defects arising out of normal wear and tear due to ordinary usage are not covered under the statutory obligation and therefore cannot be pressed upon the promoter.

21. In the present case, the Complainants have identified several defects relating to workmanship, material quality, safety measures, and essential services. These issues have arisen well within the five-year defect liability period and cannot be attributed to ordinary wear and tear, particularly given that the building is only two years old. Accordingly, the responsibility of rectifying such defects squarely falls upon the Respondents under the above-mentioned statutory provisions.

22. The Respondents, in their counter, have merely stated that all issues have already been resolved. However, no supporting material has been placed before this Authority to substantiate this assertion. On the contrary, the Complainants in their rejoinder have stated that the issues continue to remain unresolved and have provided detailed expected resolutions for each issue. During the course of the proceedings, the Respondents submitted before this Authority that they are willing to undertake all necessary rectification works and shall complete the same within one month.

23. In view of the statutory mandate under Sections 11(4)(a) and 14(3) of the RE(R&D) Act, and upon perusal of the pleadings and submissions, this Authority is of the considered opinion that the Respondents are duty-bound to rectify all defects brought to their notice by the Complainants. It is pertinent to note that the Respondents have neither specifically denied nor effectively controverted the existence of the defects pointed out by the Complainants. Instead, the Respondents have merely stated that the issues were already rectified. However, upon the Complainants reiterating during the proceedings that several defects continue to persist, the Respondents, rather than disputing such assertion, have submitted that they are willing to undertake all necessary rectification works. Such a submission amounts to an implicit



admission that certain issues may still be pending and require compliance with the promoter's statutory obligations under the RE(R&D) Act.

24. Accordingly, and in light of the Respondents' undertaking before this Authority, the Respondents are hereby directed to take up all required rectification works relating to the defects identified by the Complainants and to complete the same within a period of one month from the date of this order. The Respondents shall ensure that all rectifications are carried out in a comprehensive, workmanlike manner and in conformity with the quality standards stipulated under the RE(R&D) Act, Rules and Agreement for Sale, without imposing any additional charge on the allottees.

**F. Directions of the Authority:**

25. In exercise of the powers conferred under Section 37, this Authority issues the following directions:

- i. The Respondents are directed to undertake and complete all necessary rectification works in respect of the defects identified by the Complainants in the present complaint, within thirty (30) days from the date of this order.

26. Failure to comply with these directions shall attract proceedings under Section 63 of the RE(R&D) Act, 2016.

27. In view of the above, the present complaint stands 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**