

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 122 of 2024

31st January 2026

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

The RVE Social Welfare Association

*(Rep by its Secretary, R/o- flat no.409, Raheja Vistas, Road no.12
IDA, Nacharam Hyderabad – 500 076
Telangana)*

The Raheja Vistas Towers ABC Flat Owners Cooperative Maintenance Society Ltd.

*(Rep by its President Ms. Sheetal Wagh, resident of A 805, Raheja
Vistas, Road no.12, IDA, Nacharam,
Hyderabad-500 076)*

...Complainants

AND

M/s K Raheja Corp Real Estate Pvt Ltd.

(Formally known as M/s Paradigm Logistics and Distribution Pvt Ltd.)

*(Office address, Plot no.127A, Road No.12,
IDA, Opposite TSFSASI, Nacharam, Hyderabad – 500 076)*

...Respondent

The present matter, instituted by the Complainants, were taken up for hearing before this Authority. The Complainants were represented by Learned Counsel Sri Venkata Ramana and Respondent was represented by Learned Counsel Sri M.Murthy Maan. Upon perusal of the material available on record, and after hearing the submissions advanced by the Counsels for the respective parties, and having reserved the matter for consideration, this Authority now 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 “TG RE(R&D) Rules”) seeking appropriate relief(s) against the Respondent.

A. Brief facts of the case:

3. The Complainant, RVE Social Welfare Association, Nacharam, Hyderabad, is a society comprising members primarily from DEF Blocks of Raheja Vistas, duly registered under the Telangana Societies Registration Act, 2001, bearing Registration No. 250/2024. The office bearers of the said Association are all owners of apartments situated in the DEF Block of the residential project known as Raheja Vistas.

4. The said residential project was originally developed and constructed by M/s Paradigm Logistics and Distribution Private Limited, which is now known as K. Raheja Corp Real Estate Private Limited. The members of the Complainant Association purchased apartments in the DEF Block of the said project. It is the case of the Complainant that several issues, which are detrimental to the interests, safety, finances, and quality of life of its members, continue to subsist and remain unresolved by the builder, both in its earlier avatar and in its present avatar. Owing to the persistent failure of the builder to address these issues, the present complaint has been filed before this Authority.

5. It is submitted that even after the lapse of more than one year from the completion of the formation of the D, E & F Maintenance Society, the handover of finances and assets has not been completed by the builder. Due to the delay in handing over the financials, the society has suffered a financial loss of approximately ₹8,27,064/- (Rupees Eight Lakh Twenty-Seven Thousand Sixty-Four only) till date. The details of the said financial loss and its computation are placed on record. It is further stated that the builder has withheld an amount of approximately ₹1.12 Crores out of the maintenance deposit, under the guise of various deductions, which pertain to periods even prior to the formation of the society.

6. It is further submitted that the DEF Blocks were completed approximately two and a half years ago, yet the builder has failed to provide a proper compound wall ensuring safety and security. The absence of an adequate compound wall has resulted in unauthorised entry of miscreants into the community, and the premises have increasingly become a haven for stray dogs, whose population has multiplied manifold. The situation has been aggravated by inferior security arrangements at the main gate, absence of CCTV cameras, and lack of proper identity verification of visitors and strangers, thereby posing serious safety concerns.

7. It is stated that there are no CCTV cameras in common areas, internal roads, clubhouse premises, and children's play areas, thereby exposing residents particularly children, girls, and women to significant safety risks.

8. The builder has failed to undertake proper planning for ingress and egress to the community. The existing layout provides for both entry and exit through the same road, which, according to the residents, is likely to cause more problems than it resolves. Despite repeated requests by the residents for the provision of a circular internal road within the community, the builder has not acceded to the said request. The proposed road design further complicates vehicular movement from the basement parking areas of D, E, and F Towers.

9. It is submitted that the said road layout poses a serious safety hazard, as there exist blind curves at the corners of D and F Blocks, rendering the area accident-prone by any stretch of imagination. No convex mirrors have been provided at the F Tower corner. A representation in this regard was submitted by the residents seeking provision of a circular road,

10. The proposed road further obstructs smooth vehicular movement into the basement parking area, as there exists only one entry and one exit for approximately 300 families and their vehicles, thereby causing congestion and safety risks.

11. It is further stated that the builder has provided ill-designed and awkwardly placed speed breakers, contrary to the standards prescribed by the Indian Road Congress Guidelines Manual IRC:99-2018, causing grave inconvenience to commuters. Despite repeated requests, the builder has refused to provide bitumen-based speed breakers with requisite specifications and signage as mandated under IRC guidelines. Relevant correspondence in this regard is placed on record. Additionally, convex mirrors at turnabouts have not been provided for smooth traffic flow.

12. The builder has also failed to provide amenities as promised in the brochure and Agreement of Sale. The clubhouse provided is grossly inadequate for a community comprising more than 900 flats with approximately 1,800 residents, and the builder is charging exorbitant amounts from individual owners, treating the clubhouse as a commercial establishment.

13. It is further submitted that open-to-sky duct areas have been left uncovered, resulting in accumulation of pigeon droppings, release of harmful and carcinogenic gases, and creation of

severe health hazards and unhygienic conditions. Despite multiple requests by the residents for permanent roofing of these duct areas, the builder has failed to take any corrective action till date.

14. The park area, designated as Green Open Space, is not being maintained and has deteriorated into a neglected zone with broken asbestos sheets, rusted children's play equipment, damaged seating areas, and dog excreta in common spaces, in the absence of a demarcated pet area. Further, although the approved plan envisaged a specific percentage of green open spaces, certain areas remain inaccessible to residents of all nine towers, as they fall outside the boundary wall of the residential project.

15. It is further submitted that there is no clear physical demarcation of land within the community. The residents have not been informed about the precise delineation of the built-up area of all nine blocks, apex area, driveway area, open spaces, garden areas, and service areas, which is likely to give rise to future disputes. The builder has failed to carry out physical demarcation strictly in accordance with the approved drawings.

16. The builder has not made available parking layout drawings despite repeated requests. It is alleged that the builder has altered visitor parking slots and sold several such slots at a premium, thereby depriving residents of common parking facilities.

17. It is further alleged that the builder has not handed over adequate common parking slots commensurate with the size of the community. Further, bills, invoices, and warranty certificates from vendors relating to windows, balcony glass doors, locks, sanitary fittings, and electrical fittings at the unit level have not been furnished to the owners

18. The builder has failed to construct toilets for housekeeping staff, which is a basic necessity, particularly for female workers, amounting to a violation of fundamental human dignity and basic rights.

19. It is further submitted that no water outlet or collection area has been provided for housekeeping staff, compelling them to draw water from fire extinguishers, thereby posing a grave safety risk to the entire community in the event of fire.

20. The builder has constructed G, H, and I Blocks at a significantly higher ground level, resulting in multi-layered slopes of approximately two feet inclining towards the E and F Blocks. During heavy rainfall, this is likely to cause flooding in the stilt and basement areas of E and F Blocks.

21. It is brought to notice that on 8th March 2023, the TNREAT Appellate Tribunal, presided over by Justice M. Duraiswamy (Chairperson) and Justice R. Padmanabhan (Judicial Member), ruled that builders cannot bypass RERA provisions by registering individual towers separately and that the entire township must be registered as a single unit. Despite this, Paradigm Logistics has registered the project under multiple RERA registrations, for reasons best known to them.

22. Despite incomplete handover, residents have already encountered poor-quality assets, including a frequently malfunctioning Sewage Treatment Plant (STP), non-functional Organic Waste Converter (OWC), non-working solar panels, faulty home automation systems, reverse drainage in bathrooms, and leaking basements, resulting in daily inconvenience and substantial recurring financial losses.

23. It is further stated that as per RERA guidelines, the builder is required to transfer the corpus fund along with accrued interest to the maintenance society. However, the builder retained the maintenance advance corpus funds in a current account, resulting in a loss of approximately ₹30 Lakhs towards interest.

24. It is alleged that a pillar in the 1-series building of F Tower is severely damaged. Instead of carrying out structural repairs, the builder has merely covered it with a plastic sheet, posing a serious safety hazard. Similar deficiencies exist in the repair of connecting corridors.

25. Lastly, it is submitted that SELA levied charges amounting to ₹2,94,596/- (Rupees Two Lakh Ninety-Four Thousand Five Hundred Ninety-Six only) pertaining to periods prior to the completion and operationalisation of E and F Blocks. These charges have been unfairly apportioned to the owners of E and F Blocks, despite assurances that such charges would be applicable only post completion. This premature levy is stated to be arbitrary, unfair, and in breach of trust.

B. Reliefs sought:

26. In view of the facts and circumstances stated hereinabove, the Complainant prays that this Hon'ble Authority may be pleased to:

- a) Direct immediate transfer of all financials to the duly elected Maintenance Society;
- b) Direct immediate construction of a proper compound wall around the community along with cattle guards;
- c) Direct the laying of a circular internal road with separate entry and exit routes, along with speed breakers strictly in accordance with IRC:99-2018 specifications;
- d) Direct the Respondent to provide all amenities as promised in the brochure and Agreement of Sale, including green cover, parks, and a designated pet area;
- e) Direct the Respondent to cover open-to-sky ducts, correct adverse land inclinations towards DEF Towers, and carry out proper demarcation of areas of all nine towers;
- f) Direct provision of adequate visitor parking slots commensurate with the total number of flats;
- g) Direct immediate furnishing of warranty documents for all fittings and rectification of malfunctioning smart devices in the apartments;
- h) Direct construction of toilets for staff and provision of water outlets for housekeeping purposes;
- i) Direct that the entire project be treated as a single registration under TGRERA;
- j) Direct immediate rejuvenation of faulty assets including STP, OWC, and solar panels;
- k) Direct transfer of accrued interest on the corpus fund to the Maintenance Society;
- l) Direct the Respondent to refund and compensate residents for undue charges already collected and ensure transparency and fairness in future dealings.

C. Respondent Reply:

27. The Respondent has filed the present reply contesting the Complaint. All averments, allegations, and statements made in the Complaint, save and except those expressly admitted herein, are denied in toto. Any allegation not specifically traversed shall not be deemed to have been admitted merely for want of specific denial. The Complaint has been filed with a mala fide intention solely to harass the Respondent.

28. It is submitted that the material allegations made in the Complaint are wholly false, incorrect, and misleading. The Complainant has not approached this Hon'ble Authority with

clean hands and has suppressed material facts. The present proceedings are stated to be yet another attempt to harass the Respondent.

29. At the outset, it is contended that the Complaint is bad in law, suffers from want of authority, and is bad for non-joinder of necessary parties. The alleged cause of action against the Respondent is stated to be illusory, imaginary, and concocted.

30. The Respondent submits that the Complaint is vexatious in nature, motivated by greed and malice, and is an attempt to extort the Respondent into undertaking additional construction and obligations beyond the scope of the approved project and contractual obligations.

31. It is submitted that the Complainant has no locus standi to file the present Complaint. An elected and statutorily registered body already exists under the Telangana Co-operative Societies Act, 1964, namely: “The Raheja Vistas Tower D, E & F Flat Owners Cooperative Maintenance Society Limited”, registered on 20.09.2022 (hereinafter referred to as “the Registered Society”).

32. The Registered Society has been formed by the resident community through a statutory process and is the legally recognized body for maintenance, welfare, and representation of Towers D, E & F. The Respondent submits that all coordination, negotiations, and handover processes are being carried out exclusively with the Registered Society.

33. It is alleged that the Complainant has fraudulently obtained a duplicate registration under the Telangana Societies Registration Act, 2001, despite the existence of the Registered Society for the same project. The Respondent contends that the Complainant Society is bogus, sham, and lacks credibility, having been formed by a few vexatious individuals with the sole intention of harassment and extortion.

34. The Respondent further submits that it had no knowledge of the formation of “RVE Social Welfare Association”, nor was any notice or communication ever served upon the Respondent prior to filing of the Complaint.

35. It is contended that permitting such parallel and unauthorised societies to agitate grievances would result in chaos, multiplicity of proceedings, and untenable obligations upon promoters, as any group of individuals could claim to represent a project.

36. The Respondent submits that there is no privity of contract or relationship of any nature between the Respondent and the Complainant Society. The Respondent has never interacted, negotiated, or dealt with the Complainant at any point in time.

37. In the absence of privity and any recognised legal relationship, the Complainant cannot claim any cause of action against the Respondent. On this ground alone, the Complaint is liable to be dismissed.

38. The Respondent submits that the maintainability of the Complaint ought to be decided as a preliminary issue on the following grounds:

- a) Locus standi of the Complainant, in view of the existence of a Registered Society since 2022.
- b) Want of authority, as the Complainant has failed to establish its representative capacity.
- c) Absence of cause of action, as the Respondent has never dealt with the Complainant.
- d) Whether the reliefs sought are legally grantable in the facts of the case.
- e) Non-joinder of necessary parties, particularly the Registered Society.
- f) Want of privity between the parties.

39. The Respondent submits that one of the primary reliefs sought pertains to release of the balance corpus. The Respondent states that the corpus is held in trust for the apartment owners and cannot be released to an unauthorized and alleged society. The Respondent has serious objections to vesting the corpus with the Complainant, which is stated to have fraudulently obtained registration and lacks statutory recognition under the cooperative framework governing the project. The Respondent submits that reconciliation of accounts is underway with the Registered Society. Several meetings have been conducted, Minutes of Meetings recorded, and email correspondence exchanged. A draft Memorandum of Understanding (MoU) has been shared and is pending execution by the Registered Society. Upon execution of the MoU, the Respondent is ready and willing to transfer the reconciled amounts.

40. The Respondent submits that approximately 80% of the compound wall work is completed. The remaining portion will be completed upon completion of the remaining towers, as the project comprises nine towers and is being developed in phases.

41. The Respondent submits that this Hon'ble Authority has already rendered findings in Complaint No.69 of 2024 regarding applicability of IRC 99/2018 to residential projects. The project has been executed strictly as per approved plans, and the demand for a circular road is an afterthought and not feasible at this stage.
42. The Respondent denies the allegations and submits that all amenities as promised have been provided. The Complainant has failed to produce documentary proof to substantiate its claims.
43. The Respondent submits that ducts are serviceable areas and are provided with removable covers for maintenance access. Maintenance of Towers D, E & F is presently under the scope of the Registered Society.
44. Visitor parking has been provided as per approved plans and applicable norms, constituting 10% of total parking, and is being utilised adequately.
45. The Respondent submits that most fittings carry a limited warranty period of one year, which has long expired. All long-term equipment warranties have been handed over to the Registered Society. Smart devices have been serviced, and allegations to the contrary are denied.
46. The original sanctioned plan did not mandate staff toilets. Nevertheless, the Respondent offered to construct the same as a goodwill gesture, which was opposed by some residents. The Respondent has offered reimbursement instead.
47. The Respondent submits that the project has been developed in phases and registered in accordance with Section 3(2) Explanation of the RERA Act, which explicitly permits phase-wise registration.
48. These assets are in common areas and were handed over in working condition. Maintenance thereafter lies with the Registered Society.
49. The corpus fund is non-interest bearing as clearly stipulated in the Agreement for Sale and Sale Deeds. Hence, the claim for interest is untenable.
50. As regards the relief sought by the Complainants for fair compensation to the residents on account of any undue charges alleged to have been collected, and for implementation of

measures to prevent recurrence of such practices in future, it is observed that Towers D, E and F have already been handed over to the duly registered Society. In view thereof, the said relief no longer survives for consideration.

51. The Respondent reiterates that the Complaint is motivated by ulterior motives, lacks bona fides, and is an abuse of the process of law. The Complainant has approached this Hon'ble Authority with unclean hands.

52. In view of the above submissions, it is prayed that this Hon'ble Authority may be pleased to dismiss the Complaint in limine, with costs, as being vexatious, false, and contrary to law.

D. Rejoinder:

53. The Complainant submits that the objection raised by the Respondent on the issue of locus standi and maintainability is wholly misconceived, untenable, and contrary to the express provisions of the Real Estate (Regulation and Development) Act, 2016.

54. At the very outset, the complainant herein humbly submits that deponent of the counter filed by the respondent does not have any respect or sanctity, either to the Law or to the settled legal position, as is evident from a perusal of the Counter filed by the respondent. Having gone through counter filed on behalf of the respondent and having taken cognizance of the contents therein, it is humbly submitted that the version in counter of the respondent is untenable and unsustainable, particularly, on the point of locus-standi. The above complaint is maintainable, before this authority, both as per Law and on facts. All the adverse allegations made against the Complainant are specifically denied and the Respondent is called upon to prove the same strictly according to law.

55. It is further submitted that Section 31(1) of the RERA Act confers the right to file a complaint upon "any aggrieved person". The members of the Complainant Association, being allottees affected by non-provision of amenities, incomplete common areas, and statutory non-compliances, are clearly "aggrieved persons" within the meaning of the Act.

56. Merely because a Cooperative Maintenance Society exists for Towers D, E, and F, it cannot be contended that the allottees, or an association formed by them, are divested of their statutory right to approach this Hon'ble Authority. The Cooperative Society is primarily

concerned with maintenance functions, whereas the Complainant Association is constituted for the welfare of its members and for enforcement of statutory and contractual obligations of the Respondent.

57. The allegation that the Complainant Association is a “bogus” or “sham” entity is categorically denied. The Complainant Association is validly registered under the Telangana Societies Registration Act, 2001, and its registration certificate and membership records have already been placed on record.

58. It is submitted that there is a clear and well-recognised distinction between a society registered under the Telangana Cooperative Societies Act, 1964, and an association registered under the Telangana Societies Registration Act, 2001. Both can coexist, operate in different domains, and serve distinct purposes without any conflict.

59. The plea of the Respondent that there is no privity of contract with the Complainant Association is misconceived. The Complainant Association is merely a collective body of allottees, and the privity of contract exists directly between the Respondent and each individual allottee who is a member of the Association.

60. The Complainants submit that the Respondent cannot evade its statutory and contractual obligations by contending that it has not interacted with the Association as a collective entity. The cause of action arises from unlawful collection and continued retention of corpus deposits, failure to provide promised amenities, arbitrary reduction of green spaces and park areas, inadequacy of clubhouse facilities, and the existence of serious structural and safety-related deficiencies in the project. These causes of action subsist independently in favour of the individual allottees and, by extension, in favour of the Association representing their collective welfare.

61. The allegation that the complaint is vexatious, motivated by greed or malice, or intended to extort the Respondent is emphatically denied. The Complainant has not sought any relief relating to additional construction beyond the sanctioned scope.

62. The adverse and disparaging language employed in the counter against the Complainant Association and its members is unwarranted, irrelevant, and unnecessary for adjudication of the issues involved.

63. The Complainant submits that the Respondent has collected substantial amounts from the allottees towards maintenance deposit and corpus fund, aggregating to approximately ₹1.6 Crores. Out of the said amount, only about ₹50 Lakhs has been handed over, while about ₹60 Lakhs has been unilaterally deducted. The remaining amounts continue to be retained by the Respondent without justification.

64. It is specifically contended that the corpus funds were kept in a current account, resulting in loss of interest to the allottees, contrary to statutory norms and fiduciary principles. The utilisation of such funds as working capital by the Respondent is impermissible in law. The Cooperative Society has failed to question these deductions or the non-payment of interest, compelling the Complainant Association to intervene in the interest of the allottees.

65. The Respondent has failed to provide amenities as promised in the brochure and advertisements, including adequate green spaces and parks, proper demarcation of common, amenity, and commercial areas, and pollution-offset greenery in an industrial zone. As per environmental norms, a minimum of 30–33% green belt is mandatory. The Respondent has substantially reduced green spaces, particularly by constructing Tower-G on land originally earmarked as park area, thereby adversely affecting residents' health and environment. Many allottees paid a premium of ₹50 per sq. ft. for "park view" flats, which is no longer available due to the reduction of park areas.

66. The clubhouse provided is grossly inadequate for a project comprising approximately 934 dwelling units housing over 3,500 residents. Despite collecting about ₹75,000 per flat towards clubhouse charges, the facility is insufficient even for half of the residents.

67. The compound wall was completed with a delay of nearly three years, exposing residents to unauthorised entry, theft, stray animal attacks, and serious safety risks to women, children, and senior citizens. The absence of CCTV surveillance in amenity areas further aggravates these risks. The absence of a circular road poses serious safety hazards, particularly at blind corners near Towers D and F. The existing driveway width is inadequate to handle two-way traffic and

emergency vehicles. Provision of a circular road is essential to ensure fire safety, emergency access, and safe pedestrian movement. The Respondent has also failed to address the issue of a damaged pillar in the F-Block (1-series flats), which has merely been concealed rather than structurally rectified.

68. The Complainant submits that the counter filed by the Respondent is a deliberate attempt to evade statutory responsibilities by raising technical and artificial objections. The complaint is fully maintainable in law and on facts, and the issues raised pertain to statutory violations, safety, environmental compliance, and breach of representations.

69. The Respondent ought to appreciate that the Complainant is an association of persons comprising allottees of dwelling units who purchased their flats from the Respondent company. Having purchased the flats upon payment of the entire sale consideration, and when serious defects exist warranting compliance with statutory requirements as envisaged under the RERA Act, the prevailing circumstances prevent the flat owners from residing in comfort in a manner befitting a gated community as canvassed by the Respondent. The Complainant Association is left with no alternative but to approach this Hon'ble Authority, particularly when the Management Committee of the Raheja Vistas DEF Cooperative Maintenance Society has been soft-peddalling with the Respondent.

70. The Respondent is under a legal as well as moral obligation to provide the requisite amenities as envisaged and canvassed in its brochure, including common areas, commercial areas, clubhouse facilities, refundable corpus funds, adequate park area, and garden view, particularly in respect of flats for which ₹50 per sq. ft. was charged as premium from several residents of east-facing DEF Society dwelling units, as per the sanctioned layout plan obtained by the Respondent. It is respectfully submitted that in the preliminary rejoinder filed by the Complainant to the preliminary counter filed by the Respondent, it was specifically stated that Section 2(d) of the RERA Act, 2016 clearly defines the term "allottee". The members of the Complainant Association are allottees of flats sold by the Respondent. As per the statutory definition of "allottee" under the Act, it is prima facie evident that the members of the Complainant Association are vested with the right to sustain the present complaint before this Hon'ble Authority.

71. Section 31(1) of the RERA Act, 2016 clearly envisages who an “aggrieved person” is. The members of welfare associations, being aggrieved allottees, are entitled to maintain a complaint before this Hon’ble Authority. The deponent of the counter ought to have perused and taken cognisance of the legal position under the RERA Act before resorting to such unhealthy and adverse allegations against the members of the Complainant welfare association, particularly on the issue of maintainability and locus standi.

72. At the cost of repetition, it is reiterated that the complaint is very much maintainable under Section 2(d) and Section 31(1) of the RERA Act. This position was clearly stated in paragraph 4 of the preliminary rejoinder filed by the Complainant. To avoid repetition, the Complainant prays that this Hon’ble Authority may kindly read and treat the contents of paragraph 4 thereof as part and parcel of the present rejoinder.

73. There is absolutely no need or necessity for the Complainant or its members to adopt any tactic to harass the Respondent. On the contrary, it is the Respondent who has been harassing and humiliating the members of the Complainant Association. The members of the Complainant Association are owners and allottees of dwelling units purchased from the Respondent. Any grievance concerning such dwelling units can only be adjudicated by this Hon’ble Authority. Having suffered numerous inconveniences due to the Respondent’s failure to provide amenities, the members consolidated their grievances, formed an association, and registered the same with the State Government. Accordingly, the present complaint is maintainable both in law and on facts.

- a) Since members of the complainant association are all owners of the dwelling units, the deponent of the counter, who is only an auth. Signatory of the respondent company, is not vested with any power or rights to mention that the complainant is just using another tactic to harass the respondent.
- b) The complainant association or its members have absolutely no need or necessity to harass the respondent. On the contrary, the respondent, including the auth. Signatory is guilty of harassing the members of the complainant on various aspects.
- c) One of the biggest challenges to the members of complainant association is regarding amenities required to be provided by the respondent, after the allotment of dwelling units to members of complainant association. The amenities area is required to be bifurcated

into common areas and the commercial area, as well as the amenities that are required to be provided by the respondent as per the brochure and advertisement resorted to by the respondent.

- d) The main complaint of the members of the complainant association is that the respondent herein did not, at any point of time specify particularly, regarding the specific areas of commercial zone, amenities area, park area, greenery and common areas with bifurcation thereon, in respect of the total area that has been allocated to DEF towers. The respondent herein cannot just go away with the adverse allegations in the counter. The allegations made in the counter against the members of the complainant association are untenable and unsustainable, particularly due to the reason that the respondent company is not in a position to clarify the above version and the contents of the Complaint, due to its failure to solve the problem of park-area and pollution, which is adversely affecting the health of senior citizens, ladies and kids in the area.

74. It is specifically denied that the complaint is bad in law for want of necessary parties or records. Several documents are available on the Respondent's website, while some records are in possession of the Complainant and others have been handed over to the DEF Society. Despite repeated requests by the Complainant Association through emails, the DEF Society has failed to furnish information regarding the records handed over by the Respondent. In several instances, the DEF maintenance society responded stating that the issues were beyond its scope, indicating clear soft-peddling with the Respondent.

75. Consequently, the Complainant Association was constrained to approach this Hon'ble Authority. Since substantial records are in the custody of the Respondent, it cannot be contended that the complaint is bad for want of necessary parties. If this Hon'ble Authority deems it necessary, the Management Committee of the DEF Society may be impleaded as a party with due permission for effective adjudication.

76. Under these circumstances, it cannot be said that the cause of action against the Respondent is illusory or concocted, and the same is specifically denied.

77. In view of the foregoing submissions, it can never be said that the complainant association has no locus standi to file the above complaint.

78. It is further denied that the Complainant lacks locus standi merely because a Cooperative Maintenance Society exists under the Telangana Cooperative Societies Act, 1964. The Complainant Association is independently registered under the Telangana Societies Registration Act, 2001, and both entities coexist lawfully. The DEF flat owners are members of both bodies, apart from members from ABC and GHI Towers who are also part of the Complainant Association.

79. Accordingly, it can never be contended that the Complainant Association lacks locus standi to maintain the present complaint.

80. It is specifically denied that the Complainant lacks bona fides. The Complainant has not suppressed any material facts to further its cause. The facts and causes pleaded herein do not defeat the object or purpose of the present complaint. It is also specifically denied that the present complaint has been filed with any malice against the Respondent. On the contrary, the complaint has been necessitated solely due to the Respondent's repeated shortcomings and failure to provide amenities in accordance with the RERA Act and the representations made in its brochure and advertisements.

81. It is specifically denied that the Complainant has fraudulently proclaimed a duplicate registration certificate for the same project when a registered DEF Cooperative Maintenance Society is subsisting. The DEF Maintenance Society is registered under the Telangana Cooperative Societies Act, 1964, whereas the Complainant Association is registered under the Telangana Societies Registration Act, 2001. There is a vast and fundamental distinction between registration under the Cooperative Societies Act and registration under the Societies Registration Act.

82. The Cooperative Maintenance Society has been formed primarily for maintenance of the flats and common areas by collecting CAM charges from DEF block owners. The Complainant Association, on the other hand, has a much broader mandate. Its membership extends not only to DEF Towers but also includes members from ABC Towers, and several residents from GHI Towers are also in the process of becoming members. The Respondent has erroneously treated the Raheja Vistas Tower D, E, and F Flat Owners' Cooperative Maintenance Society as the sole representative body of all owners, conveniently ignoring the settled legal position that residents,

individually or collectively, or through an association, are entitled to raise grievances against the builder where their rights are adversely affected.

83. The Complainant Association is not restricted to DEF Towers alone but represents owners from ABC, DEF, and GHI Towers. Under these circumstances, the deponent of the counter is not vested with any power, right, title, or authority to make reckless allegations that the Complainant Association has fraudulently obtained a duplicate registration. Such allegations are false, unwarranted, and made with the intent to prejudice the mind of this Hon'ble Authority.

84. The Respondent is called upon to withdraw these adverse allegations forthwith and tender an unconditional written apology to the Complainant Association. Failing which, the members of the Complainant Association would be constrained to initiate appropriate legal proceedings, including proceedings for defamation, against the deponent of the counter for making baseless and disparaging statements such as branding the Complainant Association as “bogus” and “sham”, allegedly formed by vexatious individuals for extortion and harassment. Such allegations are bad in law, unwarranted, and irrelevant for effective adjudication of the present complaint.

85. The deponent of the counter appears to be a paid employee or, at best, a person holding insignificant shareholding in the Respondent company. In contrast, the members of the Complainant Association are owners of dwelling units purchased for valuable consideration from the Respondent company. The deponent of the counter affidavit is in no manner equivalent to the members of the Complainant Association. The flats were purchased by the members at prevailing market prices and not received as charity from the Respondent or its authorised signatory.

86. In such circumstances, it is wholly uncalled for on the part of the deponent of the counter to resort to unwarranted and irresponsible allegations against the Complainant Association. The Complainant Association strongly objects to such conduct and respectfully requests this Hon'ble Authority to admonish the deponent and direct withdrawal of the offending statements. The deponent has failed to disclose his designation, merely stating that he is an authorised signatory of the Respondent company, without clarifying whether he is a Director or part of the

management. The Respondent is called upon to furnish these details to enable the Complainant Association to initiate appropriate proceedings as advised under law.

87. In view of the foregoing, it is humbly submitted that the present complaint is fully maintainable and cannot be dismissed or result in any penal consequence against the Complainant. The formation of the RVE Social Welfare Association is exclusively for the welfare of owners and residents of dwelling units in the RVE Complex. The Respondent does not retain any right, title, or interest in the dwelling units or common areas of the RVE Project. The DEF Cooperative Maintenance Society is limited to collection of CAM charges and maintenance of common areas and does not deal with welfare issues of the residents.

88. The primary function of the complainant association is to look after the welfare of the owners of the dwelling units in RVE complex, including the MC Committee members. For example, the respondent is required to specify:

- a) The amenities provided thereon, in consonance with the brochure and advertisement made by the respondent.
- b) Amenity areas and the commercial space and also the common areas, apart from the park area and the greenery that is required to be provided in the complex as per the Lay-Out sanctioned plan obtained by the respondent to commence construction. The park-area, common areas, open spaces and greenery etc., should be as per the layout sanction obtained by respondent in accordance with environmental clearance obtained by the respondent company
- c) Since the residential complex is developed in the Industrial area, as per MoEF 33% of the area should be designated as green belt, this includes landscaping areas and areas that will be converted into green spaces. The green belt should be developed by planting tall, evergreen trees along the boundary. However as per the site layout provided, the above minimum threshold green belt is not being maintained by the respondent company, which has serious impact on the health of the members of this residential complex.
- d) After bifurcation of the common areas, amenity areas and the commercial area, apart from A, B, C another area where there is substantial dispute subsisting between the complainant and respondent is regarding clubhouse. The clubhouse is part of amenities provided for all the flat owners in RVE complex comprising of 9 towers that is A, B, C,

D, F and G, H, I. The total dwelling units in all the 9 towers are approximately around 934 dwelling units. In 934 dwelling units 934 families are required to get accommodated themselves. By simple mathematics, if one family is comprising of husband, wife and two kids numbering 4 X 934=3,736 members. The clubhouse constructed by the respondent is not adequate to resort to any major function in the clubhouse by involving at least 400 families, leave aside, 934 families. The clubhouse space provided by respondent is not adequate even for 50% of the residents. Whereas the respondent has collected approximately Rs. 75,000/- from majority owners of Complainant Association, towards Club-house membership fee.

- e) The park which said to have been provided and handed over is not maintained by the so-called maintenance society, but by the respondent under the guise of Apex body. The park-area shrank substantially for construction of Tower-G. The respondent failed to provide the requisite amenities as per the brochure given in the rows. Regarding the alleged notice/communication etc., sought by the Complainant, it is submitted that
- f) is no mandatory rule envisaged under RERA Act to the effect that the complainant is required to give any notice to the respondent or interact with the respondent, prior to filing the above complaint. Since several facts mentioned in the complaint are true, valid and binding on the respondent and the respondent is under a legal obligation to discharge the duties, in providing the report on amenities to the complainant association and its members, in which the respondent failed. Having failed to provide the amenities thereon, the respondent company has committed several irregularities, particularly in destroying the Garden area that was subsisting prior to the raising of structures of tower G and also, squeezing these common areas and trying to bifurcate the area allocated thereof for the entire project and avoiding to provide and maintain the park area and greenery, at least to offset the pollution levels that are confronted by the DEF Society, DEF Association residents alone.
- g) The Tower DEF owner's co-operative maintenance society limited is neither an association nor it is formed for the welfare and well-being of the residents, and it is only a co-operative maintenance society, as is evident from the name itself. It is only a maintenance society for maintenance of the dwelling units by collecting the CAM charges and maintaining the common areas pertaining to DEF Blocks. It is not at all

looking after the welfare of the members of the complainant association and it is specifically denied the well-being of the residents and any kind of complaint or negotiation with the respondent company must be brought through the primary association. So, it is again reiterated at the cost of repetition that there is no primary association. There is only one co-operative society limited that is called DEF owners co-operative maintenance society limited. Similarly, the only association that is before the Hon'ble RERA is R.V.E., social welfare association, Nacharam. It is specifically denied that only a random group of persons formed a society of their own and claimed to be representing the project. It is worth highlighting here to the honorable authority that the welfare association consists of almost 127 members of the residential complex and it is increasing.

89. It is submitted that the complainant association 's duty is only welfare of its members not the maintenance of society, and do not undertake the duties of a maintenance society. Maintenance society had on occasions specified that it is out of their scope in several aspects, when the matter is taken up with the co-operative society and the relevant material is enclosed herewith.

90. There are also occasions wherein the co-operative society has replied stating that it is out of scope for the society to handle such situation or you can directly deal with the Raheja. The said emails enclosed here with as documents number 4 and 5 on behalf of complainant association. There is absolutely no reason to worry that maintaining the complainant of the complainant association would ultimately result in Chao's causing multiplicity of negotiations for the respondent company and the litigation for this Hon'ble Tribunal and judicial authorities. In this context it is submitted that there is absolutely no occasion for multiplicity of negotiations for the respondent company.

91. The respondent company has to deal with the registered society and also complainant association with the same correspondence, since there is no conflict of interest between the two. The members of complainant association are all comprising of only the allottee's of the respondent company. The respondent company is under legal obligation to provide the amenities to the complainant association and its members, which would benefit all the DEF Society members.

92. The coordination of the respondent with registered society on hand over, disbursing the corpus fund partly and retaining a certain sum of corpus for the purpose of reconciliation, etc. is also one of the points of dispute raised by the complainant association. For example, the respondent company has deducted unilaterally an amount of Rs. 60 lakhs from the corpus of around Rs. 1.6 crores, payable by the respondent to the DEF Society and the Society is not questioning. The respondent company handed over only rupees 50 lakhs and sought to deduct another Rs. 60 lakhs towards some deductions as per its choice, which is not agreeable to the complainant association. The so-called negotiations said to have been taken up by the respondent company with the cooperative society are specifically denied. Though the amount of Rs. 50 lakhs were handed over about a year back and the deductions thereon are sought to be made and intimated to the cooperative society about a year back. Till date, the cooperative society did not question the respondent company about the reasons for deductions thereon and for non-payment of interest on the corpus fund that was collected from the allottee's of the flats by the respondent company. At the cost of reputation, it is again reiterated that the members of the complainant association or none other than the allottees of the flats by the respondent company.

93. On a perusal of the above submissions, it is prima-facie evident that it is not fair on the part of the respondent company to state in their counter that the complainant is fraud etc., and it cannot be dealt with, and it is leading to multiplicity of litigation.

94. It is exclusively for the reason of soft pedaling by the DEF co-operative society with the respondent company, particularly, regarding the corpus and the interest that is required to be paid on the corpus and the deduction of about Rs. 60 lakhs made by the respondent society with the amount which is payable to the cooperative society that does not pay. It is specifically denied that the complainant has failed to establish its authority to file the present complaint as there is no documentary evidence filed by the complainant to focus any kind of authority and by extension of its credibility to represent the whole Raheja Vista's resident community. In this context, it is submitted that the very allegation, the alleged society has come up from nowhere and asserted rights while the registered society is in existence. This is absurd on the face of it, for the simple reason that, as stated Supra, this is not a society, the complainant is not a society, the complainant is an association of members who were none other than the allottees by the respondent company.

95. The Complainant Association is concerned exclusively with the welfare of its members, who are all allottees of the Respondent company. The allottees are vested with absolute rights to question the Respondent regarding deposits collected from them, including clubhouse deposits and maintenance deposits exceeding ₹1,00,000 per dwelling unit. These deposits are refundable and accountable. Statutory norms mandate that such deposits be kept in a fixed or term deposit account. Keeping such funds in a current account, which yields no interest, is impermissible.

96. On one hand, the current account does not yield interest, resulting in financial loss to the allottees. On the other hand, the Respondent has utilised these funds as working capital for its business, thereby deriving unjust enrichment. Such utilisation of allottee funds is bad in law. The Respondent is statutorily obligated to keep such funds in a separate interest-bearing account.

97. The objection raised by the Respondent regarding alleged insufficiency of documentary evidence is untenable. The documentary evidence in possession of the Complainant consists primarily of registered sale deeds executed by the Respondent company through its authorised signatory in favour of the members of the Complainant Association. To avoid voluminous filing, only representative documents of one or two allottees have been placed on record.

98. It is submitted that the Respondent's claim of coordination with the registered society and alleged handover is untenable without full discharge of its statutory obligations under the RERA Act. The Respondent is under a legal and moral obligation to account for deposits collected from allottees and to compensate for gains derived by utilising such funds as working capital. The Complainant respectfully prays that this Hon'ble Authority may direct the Respondent to make good such gains to the elected body.

99. It is specifically denied that the Respondent has no privity of contract of any nature whatsoever with the Complainant. The Complainant Association comprises its members, who are none other than the allottees of dwelling units sold by the Respondent company. The allottees paid corpus funds and deposits to the Respondent at the instance of the Respondent. Having collected such amounts, it is wholly impermissible for the Respondent to contend that there is no privity of contract with the Complainant. Merely because the Respondent claims to have had no prior interaction with the Complainant Association cannot absolve it of its legal obligations once a complaint is filed before this Hon'ble Authority.

100. The definition of “allottee” under the RERA Act clearly establishes that the complaint filed by the Complainant Association is maintainable both in law and on facts. It is not open to the Respondent to contend that there is no privity of contract or no cause of action. The causes of action subsist against the Respondent in favour of the allottees, as elaborated hereinabove, and therefore, the present complaint is fully maintainable.

101. It is specifically denied that the Complainant has failed to establish its authority to present the present complaint. The Complainant Association is not a cooperative society but an association of members. It is not required to represent all 900-plus families in the residential project. As already stated, the Complainant Association includes members from DEF Towers as well as from ABC Towers, which itself demonstrates that the Complainant Association is an independent welfare body. The DEF Cooperative Maintenance Society is confined to maintenance functions, whereas welfare concerns are taken up by the Complainant Association.

102. It is submitted that the cause of action clearly subsists against the Respondent due to its continuous defaults in providing amenities and failure to complete the compound wall within a reasonable time, as well as the absence of a proper road map for safe ingress and egress of school buses, fire engines, and heavy vehicles. The Respondent allotted dwelling units to the members of the Complainant Association, and therefore it is denied that the Complainant has not made out any cause of action against the Respondent.

103. It is further denied that the Complainant Association has failed to establish any loss suffered or any independent cause of action. The Complainant Association represents the collective welfare of owners of dwelling units in the RVE Complex. The Respondent has arbitrarily retained and deducted corpus funds to the extent of approximately ₹60 Lakhs and has failed to provide adequate amenities as promised in its brochure and advertisements. These acts give rise to a continuing cause of action.

104. It is specifically denied that the complaint is bad for want of necessary parties. The cooperative society lacks the intent and willingness to question the Respondent on the issues raised herein. The mere absence of prior interaction between the Respondent and the Complainant Association cannot defeat the maintainability of the complaint.

105. The Respondent has remained conspicuously silent in its counter regarding the issue of a damaged pillar in the 1-series flats of F Block. The said damaged pillar has been concealed with a fibre sheet instead of being structurally rectified. This Hon'ble Authority may be pleased to direct the Respondent to address this issue forthwith on a war footing to avert any future mishap or damage

106. It is respectfully submitted that the delay in the official handover of assets, premises, financials, and statutory documentation is attributable primarily to the Respondent's failure to resolve the outstanding complaints raised by the flat owners, and not due to any lapse on the part of the elected Management Committee. Despite repeated communications and follow-ups by the Management Committee seeking a comprehensive resolution of these issues, the Respondent has failed to address the same. The continued non-transfer of the remaining corpus funds has also resulted in loss of interest to the society.

107. While reconciliation of accounts is one component of the handover process, it is not the sole criterion for determining readiness for a lawful and complete handover. Several material issues remain unresolved, including incomplete amenities, defects in common areas, and delayed handover of documents and statutory certifications. These issues must be fully resolved by the Respondent before the handover process can be considered complete.

108. It is submitted that certain grievances raised by the Complainant pertain directly to statutory obligations under the Real Estate (Regulation and Development) Act, 2016. These unresolved compliance issues, which have been elaborately set out in earlier pleadings, directly affect the rights of the allottees and the functionality of the residential complex. Any attempt to proceed with handover without resolving these statutory violations would be premature and may amount to a breach of the Respondent's statutory obligations.

109. The elected Management Committee has acted at all times in good faith and has consistently engaged with the Respondent to facilitate the handover process. However, in the absence of resolution of the outstanding issues, the Committee cannot, in good conscience, accept the handover. Acceptance of handover in its present incomplete state would impose an undue burden on the allottees and may result in the Respondent being absolved of its

responsibility for unfulfilled obligations. The actions of the Management Committee are therefore protective of the allottees' rights and fully consistent with its duty to act in their best interests.

110. Accordingly, it is respectfully prayed that this Hon'ble Authority may be pleased to direct the Respondent to resolve the outstanding complaints within a time-bound manner and ensure full compliance with all contractual and statutory obligations. Only upon satisfactory resolution of these issues can the handover be deemed complete and in accordance with law.

111. It is further submitted that the compound wall surrounding the project was completed with a delay of no less than three years. This delay is in clear violation of the reasonable expectations created at the time of sale and has exposed residents, particularly those residing in DEF Towers, to grave security and safety risks. At no point in the sale deeds or related agreements was it stated or implied that the DEF Towers would remain unsecured until the construction of additional towers was completed.

112. As detailed in the original complaint, the delayed completion of the compound wall has resulted in multiple and recurring safety concerns, duly supported by photographic evidence. These include unauthorised entry of outsiders into the premises, posing a serious threat to personal safety and property security of residents.

- a) The lack of a complete boundary wall has allowed unauthorized persons to enter the premises, raising concerns about the personal safety of residents and the security of their property.
- b) Stray Animal Incidents: Due to inadequate boundary protections, stray animals, particularly stray dogs, have been able to access the premises freely. This has resulted in incidents where residents, including children and senior citizens, have been injured in attacks by stray animals. Such incidents present an ongoing threat to the well-being and peace of mind of all residents.
- c) Theft and Loss of Property: The lack of adequate perimeter security has made the community vulnerable to theft. There have been several reports of stolen personal property, suspected to be due to unauthorized access by outsiders. There is no CCTV

surveillance in the amenities area like club house, swimming pool, children play areas which is being used by all members including children and ladies and senior citizens, it poises higher risk in case of any mishaps.

- d) These security issues have had a significant, detrimental impact on the residents' quality of life. The delayed completion of the compound wall has exposed the residents to safety hazards and has disrupted the peaceful enjoyment of their property, a fundamental expectation that was understood at the time of purchase. It is the responsibility of the respondent to provide adequate and timely security measures, which remain unfulfilled due to the delayed wall construction.
- e) The respondent's failure to complete the compound wall in a timely manner constitutes a breach of the implied assurances provided to residents regarding a safe and secure living environment. Given the ongoing risks and the documented incidents resulting from this delay, we contend that the respondent has failed to meet its obligations to ensure the residents' security and to uphold their trust.

113. The Complainant respectfully prays that this Hon'ble Authority may direct the Respondent to implement immediate and effective security measures to address the ongoing safety concerns. The Complainant further prays that the Respondent be directed to take corrective steps to remedy the breach of its security obligations towards the residents.

114. It is respectfully submitted that the necessity for a circular road within the project campus has become increasingly critical due to persistent safety hazards arising from the existing road layout. The present roadway infrastructure is wholly inadequate for safe vehicular and pedestrian movement. This inadequacy has resulted in frequent accidents and near-miss incidents and has severely restricted the residents' ability to walk safely within the campus, thereby compromising their basic right to safe and unhindered access. The current road design forces pedestrians, including children, elderly residents, and families, to share congested and unsafe pathways with vehicular traffic. This has resulted in multiple accidents and near-miss incidents, which continue to pose a severe threat to the safety of all residents.

- a) The absence of a designated circular road limits residents' ability to enjoy the common areas and to move around the campus freely. The lack of safe walking paths discourages

outdoor activities and restricts residents' enjoyment of the property-a fundamental right that was understood at the time of purchase.

- b) The respondent has an obligation to provide facilities that are reasonably safe and aligned with residents' expectations of secure and accessible movement within the community. The absence of a circular road represents a significant gap in the infrastructure that affects all residents and increases the risk of harm especially in cases of fire and natural disasters. Providing a circular road is necessary to fulfill the respondent's duty to ensure a secure and livable environment, especially as it directly impacts the welfare and safety of the entire community.
- c) structural safety requirements shall be the responsibility of the builder.
- d) To provide one entry and one exit the premises with a minimum width of 4.5 Mtrs and height clearance of 5.0 Mtrs. In the current situation, in the absence of a circular road, the to and from road should be minimum 9.00 Mtrs width (In and out traffic). However, the total width of the driveway is ONLY 7.00 Mtrs. With such narrow to and from traffic, it is very difficult to accommodate two vehicles simultaneously specifically in the D, and F Tower corners. Therefore, only solution to this problem will be circular road.
- e) No Setback area demarcated within the residential campus, which is mandatory from fire safety purpose.
- f) Request for Immediate Resolution: We respectfully request that the honorable bench to direct the respondent to provide a circular road as a necessary measure to mitigate safety risks and enhanced accessibility for all residents. This modification will address the serious safety concerns presented by the current road layout and will restore the residents' right to a secure and accessible community environment.

115. The builder has not provided Amenities as per the brochure and Agreement of sale. The club house is miniscule for 900+ flats with average of 30000 members may be living in this society. Also, the builder is charging exorbitant price from each of the owners, treating the club house as commercial establishment.

116. Further, the approved layout plan promised a specific percentage of the total project area to be reserved for open green spaces. However, residents of the nine towers are unable to access

certain portions of these areas as they lie outside the residential project's boundary wall, thereby defeating the very purpose of providing open spaces.

117. It is further submitted that adequate parking spaces for visitors' vehicles and for residents' two-wheelers have not been provided as mandated by the SEIAA guidelines.

118. It is also submitted that no park view is presently available to several apartments for which a premium amount was collected by the Respondent on the promise of such view.

119. In view of the foregoing facts and circumstances, it is respectfully prayed that this Hon'ble Authority may be pleased to allow the complaint as prayed for and appoint an independent officer, as deemed fit by the Authority, to verify the veracity of the claims made by the Complainant. The Complainant further prays that this Hon'ble Authority may be pleased to issue appropriate directions to the Respondent to ensure full compliance with the provisions of the RERA Act, including provision of requisite amenities, adequate greenery, and proper park areas, and to pass such other order or orders as this Hon'ble Authority may deem fit and proper in the interest of justice.

F. Interlocutory Applications Filed by the Complainants:

I. IA No. 89 of 2024

120. The Complainant Association filed IA No. 89 of 2024, submitting that the Association is not only beneficial to its members but also serves as a welfare body for all owners of dwelling units across all nine towers in the Raheja Vistas Residential Complex, who are similarly situated.

121. It is submitted that the members of the Complainant Association are allottees of residential flats developed by the Respondent. Upon allotment, the Respondent collected the entire sale consideration and executed registered sale deeds in favour of the respective allottees.

123. It is further contended that, while executing the sale deeds, the Respondent deliberately attempted to dilute and frustrate certain amenities promised in the brochure. Additionally, the Respondent divided the owners of the nine towers into three separate societies, while failing to

transfer management and control of the commercial and amenity areas, which, in any gated community, are required to be handed over to the residents' bodies.

124. The Complainant submits that the amenities required to be provided fall squarely within the definition of "amenities" under Section 2(n)(vii) of the Real Estate (Regulation and Development) Act, 2016.

125. It is asserted that under Section 2(d) read with Section 31 of the RE(R&D) Act, the members of the Complainant Association, being allottees, fall within the definition of "person" and "aggrieved person". Consequently, the Respondent is not entitled to question the locus standi of the Association or raise a plea of absence of privity of contract. *Prayer in IA No. 89 of 2024*

126. The Complainant prayed that this Hon'ble Authority adjudicate the issues of locus standi and privity of contract as preliminary issues, as raised by the Respondent in its Counter, for effective adjudication of the main complaint.

Prayer in IA No. 89 of 2024:

127. The Complainant prayed that this Hon'ble Authority adjudicate the issues of locus standi and privity of contract as preliminary issues, as raised by the Respondent in its counter, for effective adjudication of the main complaint.

II. IA No. 90 of 2024

128. The Complainant filed IA No. 90 of 2024 seeking appointment of a Court Commissioner to conduct a local inspection of the Raheja Vistas Residential Complex. It was prayed that the Commissioner inspect and document the physical features of the project, particularly the park areas vis-à-vis the brochure and sanctioned layout plan, and video record the versions of residents/owners, at the cost of the Complainant, to aid effective adjudication.

III. IA No. 91 of 2024

129. The Complainant filed IA No. 91 of 2024, submitting that repeated attempts were made by members of the Association to obtain essential documents from the Managing

Committee of “The Raheja Vistas D, E & F Flat Owners Co-Operative Maintenance Society Ltd.” (hereinafter referred to as “DEF Maintenance Society”).

It is submitted that despite personal visits and formal email communications, the Managing Committee failed to furnish the requisite documents, citing lack of consent of office bearers or non-availability of records, which documents are crucial for adjudication of the complaint. In these circumstances, the Complainant sought impleadment of the Managing Committee of the DEF Maintenance Society as Complainant No. 2, along with a direction to produce all documents received from the Respondent. It was contended that failure to implead and secure the said documents would cause irreparable loss and prejudice to the Complainant.

Prayer in IA No. 91 of 2024

130. It is therefore prayed that this Hon’ble Authority may:

- a) Implead the MC Team of the DEF Maintenance Society as Complainant No. 2 in the above complaint;
- b) Direct the MC Team to appear before this Hon’ble Authority with all the requisite documents (as mentioned in the emails annexed herewith) received from the Respondent company;
- c) Pass any other order(s) as deemed fit and proper in the interest of justice.

IA: No.58 of 2025 filed by the complainants:

131. The Complainant Association filed an Interlocutory Application seeking to implead the residents of Towers A, B, and C, contending that they too are stakeholders in the maintenance and management of the project. The proposed implead party, comprising approximately 276 residents, is organised as Raheja Vistas ABC Co-operative Residential Society. The principal grievance raised by the Implead Party Petitioners is that, in the year 2012, the Respondent handed over a sketch map indicating the designated exit and entry pathway for residents of Tower ‘A’, which has continued to exist in the same form till date. This internal pathway, used for ingress and egress by residents of Tower ‘A’, was situated adjacent to the clubhouse on the western side of the project.

132. However, a contradiction arises inasmuch as the sanctioned layout plan uploaded on the RERA website, as well as the present physical condition of the project on ground, do not reflect this original pathway. Instead, the ramp shown in the 2023 sketch has recently been dismantled and a compound wall has been constructed in its place, thereby effectively blocking the internal

access route that had been in uninterrupted use by residents of Towers A, B, and C for over 12 years.

133. Such unilateral action on the part of the Respondent, particularly Respondent No. 3, in obstructing a long-established access pathway, is alleged to be prejudicial to the interests of the Implead Party Petitioners and detrimental to their peaceful and rightful enjoyment of the property.

G. Counter by the Respondent to IAs:

134. That the Complainant has no locus standi to file the present application seeking to implead the Raheja Vistas D, E & F Flat Owners Co-Operative Maintenance Society Ltd. (“Society”) as Complainant No. 2. Such an application is the first of its kind in the judicial arena, wherein a party is sought to be impleaded as Complainant No. 2. This itself demonstrates that the Complainant is attempting to misguide this Hon’ble Authority and create a cause of action by bringing the Society as a complainant.

135. As a general practice, a party is impleaded as a respondent and not as a complainant. For a person or party to be impleaded as Complainant No. 2, there must exist a cause of action in favour of such party. Obviously, the Society has no cause of action against the Respondent. However, the Complainant is adopting backdoor methods to bring the Society as Complainant No. 2. On this ground alone, the application is liable to be dismissed in limine.

136. The provisions of the Code of Civil Procedure (“CPC”) apply only to the limited extent expressly provided under the Real Estate (Regulation and Development) Act, 2016 (“Act”). The provisions of the CPC in toto do not apply to the present case, as per Section 89 of the Act. Hence, the application under Order I Rule 10 CPC does not apply to the present case. On this ground also, the application is liable to be dismissed.

137. That the Complainant has failed to demonstrate before this Hon’ble Authority the issues that warrant appointment of a Commissioner. Firstly, the Complainant must clearly establish the facts by which it claims to be aggrieved. The project consists of 920 dwelling apartments, and the Complainant is interfering with the families residing in the project as well as with the functioning of the respective societies.

138. The Complainant is attempting to create a community issue and make unlawful gains at the cost of the Respondent, the families residing in the project, and the respective societies.

H. Observation for IA 89, 90 and 91 of 2024, and 58 of 2025 following are the observations of the Authority:

IA No. 89 of 2024: Maintainability of the Complaint and locus standi of the Complainant Association:

139. The Respondent has strenuously contended in its reply that the Complaint is not maintainable and ought to be dismissed in limine on the preliminary grounds that the Complainant Association lacks locus standi, as a duly registered statutory body already exists, namely “The Raheja Vistas Tower D, E & F Flat Owners Cooperative Maintenance Society Limited” (registered on 20.09.2022 under the Telangana Cooperative Societies Act, 1964), which is the legally recognized entity for maintenance, welfare, and representation of Towers D, E & F.

140. It is further alleged by the Respondent that the Complainant Association is a bogus, sham, or fraudulently duplicate-registered entity under the Telangana Societies Registration Act, 2001, purportedly formed by a few vexatious individuals with an intention to harass and extort the Respondent. The Respondent contends that there exists no privity of contract or legally recognized relationship between itself and the Complainant Association, as it has never interacted, negotiated, or dealt with the said Association. On this basis, objections are raised regarding absence of cause of action, non-joinder of necessary parties particularly the Registered Cooperative Society and that the Complaint is vexatious, motivated by malice and greed, and constitutes an abuse of process. It is specifically contended that primary reliefs such as release of balance corpus funds cannot be granted to an unauthorized entity, and that reconciliation and handover processes are being undertaken exclusively with the Registered Cooperative Society.

141. In rebuttal, the Complainant, in its rejoinder, has categorically refuted the aforesaid objections. It is contended that under Section 31(1) of the Real Estate (Regulation and Development) Act, 2016, any aggrieved person is entitled to file a complaint before this Authority. The members of the Complainant Association, being allottees, are clearly “aggrieved

persons”, having allegedly suffered continuing detriment due to the Respondent’s acts and omissions.

142. The grievances articulated include, inter alia: non-handover of finances and assets even after more than one year from formation of the Maintenance Society resulting in alleged financial loss of ₹8,27,064/-; withholding of approximately ₹1.12 Crores from maintenance deposits with arbitrary deductions; failure to provide essential infrastructure such as compound wall, CCTV surveillance, adequate security, circular internal roads, IRC-compliant speed breakers and convex mirrors; inadequacy of clubhouse facilities for a project comprising over 900 flats; uncovered open-to-sky ducts posing health hazards; reduction and neglect of park and green spaces allegedly below environmental norms; absence of staff toilets and water outlets; defective and non-functional assets including STP, OWC, solar panels, smart devices; concealment of a damaged structural pillar in Tower-F instead of proper rectification; flooding risks arising from site slopes; and loss of interest on corpus funds amounting to approximately ₹30 Lakhs due to retention in a non-interest-bearing current account.

143. It is further submitted that the Complainant Association is a validly registered body under the Telangana Societies Registration Act, 2001, comprising allottees not only from Towers D, E & F but also from ABC and GHI Towers, and that its objectives extend beyond day-to-day maintenance to broader welfare concerns and enforcement of statutory and contractual obligations of the promoter. The Complainant draws a distinction between a Cooperative Society registered under the Telangana Cooperative Societies Act, 1964 primarily intended for maintenance and collection of CAM charges and an Association registered under the Societies Registration Act, 2001, which is oriented towards collective welfare and representation. It is contended that both entities can lawfully coexist without any legal conflict.

145. It is also contended that privity of contract exists directly between the Respondent and each individual allottee through their respective Agreements for Sale and registered Sale Deeds. The Association merely acts as a collective representative of such allottees. The members squarely fall within the definition of “allottees” under Section 2(d) of the RE(R&D) Act, and collectively constitute an “association of allottees” within the meaning of Rule 2(b) of the Telangana Real Estate (Regulation and Development) Rules, 2017, which defines the same as “a collective of the allottees of a real estate project, by whatever name called, registered under any

law for the time being in force, acting as a group to serve the cause of its members, and shall include the authorized representatives of the allottees”.

146. This Authority has given anxious consideration to the rival submissions. Section 31(1) of the RE(R&D) Act provides that “any aggrieved person may file a complaint with the Authority or the Adjudicating Officer against any promoter alleging violation of his rights under this RE(R&D) Act or the rules and regulations made thereunder.” The expression “aggrieved person” has not been narrowly or exhaustively defined and has consistently been construed broadly in RERA jurisprudence to include allottees whose statutory rights are affected by acts or omissions of the promoter.

147. In the present case, the members of the Complainant Association are undisputedly allottees who have paid substantial consideration, executed registered Sale Deeds, and are directly impacted by the alleged continuing violations. The grievances raised disclose a live and subsisting cause of action under the RE(R&D) Act.

148. As a collective, the Complainant Association clearly falls within the ambit of Rule 2(b) of the Telangana Real Estate (Regulation and Development) Rules, 2017. The mere existence of a Cooperative Maintenance Society, primarily tasked with day-to-day maintenance and CAM-related functions, does not extinguish or curtail the statutory right of individual allottees or their collective associations to approach this Authority for redressal of promoter defaults, particularly where issues of statutory compliance, safety, amenities, etc., are involved.

149. The objection regarding lack of privity is misconceived. Privity exists between the promoter and each allottee through the Agreement for Sale and Sale Deed. An association of such allottees is entitled to collectively espouse their cause and seek enforcement of statutory obligations. Further the reliefs sought do not seek vesting of the corpus fund or maintenance functions in the Complainant no.1 Association itself, but rather seek directions to the Respondent to discharge its statutory obligations, including transfer of funds to the duly elected Maintenance Society, completion of promised amenities, rectification of defects, and transparency in accounts matters which squarely fall within the promoter’s obligations under the RE(R&D) Act.

150. In view of the foregoing discussion, this Authority holds that the Complainant Association possesses the requisite locus standi as an association of allottees, and its members

are “aggrieved persons” entitled to maintain the Complaint under Section 31(1) of the RE(R&D) Act read with Rule 2(b) of the Telangana Real Estate (Regulation and Development) Rules, 2017. The preliminary objections raised by the Respondent are accordingly rejected.

151. With respect to Interlocutory Application No. 90, the same was not allowed by this Hon’ble Authority.

152. Insofar as Interlocutory Application No. 91 is concerned, the Complainant sought the following reliefs: (a) to implead the Managing Committee (MC Team) of the DEF Maintenance Society as Complainant No. 2 in the present complaint; and (b) to direct the said MC Team to appear before this Hon’ble Authority along with all requisite documents allegedly received from the Respondent Company, as referred to in the emails annexed to the application.

152. However, it is pertinent to note that the IA.No. 89 of 2024 was not for impleading the DEF Maintenance Society or its Managing Committee as a Respondent, but specifically as Complainant No. 2.

153. In this regard, this Hon’ble Authority takes note of the communication dated 10.02.2025, wherein the RVT CMS (Managing Committee), through an email addressed to this Authority, categorically informed that they were not inclined to be impleaded in the present proceedings at that stage, as they were attempting to resolve the issues through mutual discussions between the parties.

154. In view of the aforesaid express communication, this Hon’ble Authority observed that no party can be compelled to be impleaded as a Complainant, particularly when such party has clearly stated that it does not intend to raise any grievance or allegation against the Respondent at that juncture.

155. Accordingly, this Hon’ble Authority found no merit in the request to implead the DEF Maintenance Society / RVT CMS as Complainant No. 2, and consequently, Interlocutory Application No. 91 was rejected.

156. The Complainant Association filed an Interlocutory Application no.58 of 2025 seeking to implead the residents of Towers A, B, and C, contending that they are also stakeholders in the maintenance and management of the project. The proposed Implead Party, comprising

approximately 276 residents, is organised under the name Raheja Vistas ABC Co-operative Residential Society.

157. The principal grievance raised by the proposed Implead Party is that, in the year 2012, the Respondent had handed over a sketch map indicating a designated exit and entry pathway for residents of Tower 'A', which, according to them, had continued to exist and be used uninterrupted till date. The said internal pathway was located adjacent to the clubhouse on the western side of the project and was being used for ingress and egress by residents of Towers A, B, and C.

158. However, a contradiction arises inasmuch as the sanctioned layout plan uploaded on the RERA website, as well as the existing physical condition of the project, do not reflect the existence of such original pathway. Instead, it is observed that the ramp depicted in the 2023 sketch has since been dismantled, and a compound wall has been constructed in its place, thereby obstructing the internal access route which, according to the Implead Party, had been in use for over 12 years. The Implead Party has alleged that such unilateral action on the part of the Respondent, particularly Respondent No. 3, in blocking the long-standing access pathway, is prejudicial to their interests and adversely affects their peaceful and rightful enjoyment of the property.

159. Upon consideration, this Hon'ble Authority was of the view that the impleadment of the ABC Society could be permitted only to a limited extent, namely, where the reliefs sought in the main complaint by complainant no.1 pertain to or affect the project as a whole, including common areas and common amenities.

160. Accordingly, the Interlocutory Application seeking impleadment of the ABC Society was partly allowed, strictly limited to issues concerning common areas or common amenities affecting the entire project raised by Complainant no,1, and was rejected to the extent it sought reliefs confined exclusively to Towers A, B, and C.

H. Points for consideration:

161. After hearing the learned counsels appearing for the respective parties and upon perusal of the pleadings, written argument and material placed on record, the following issue arises for

consideration in the present Complaint: *Whether the Complainants are entitled to the reliefs sought in the present Complaint?*

I. Observations of the Authority:

a) Transfer of financials to the Maintenance Society:

162. The Complainant has sought a direction for the immediate transfer of all financials, including the corpus fund and maintenance deposits collected from allottees, to the duly elected Maintenance Society. The Respondent, while admitting the collection of such amounts, submits that reconciliation of accounts is pending and that the balance corpus can be transferred only upon execution of a Memorandum of Understanding (MoU) with the registered “Raheja Vistas Towers D, E & F Flat Owners Cooperative Maintenance Society Limited” (hereinafter “Registered Cooperative Society”), which was duly formed on 20.09.2022 under the Telangana Cooperative Societies Act, 1964.

163. This Authority has carefully considered the rival contentions. Section 17(1) of the Real Estate (Regulation and Development) Act, 2016 mandates that the promoter shall execute a registered conveyance deed in respect of the undivided proportionate title in the common areas to the association of allottees, and handover physical possession thereof. Section 17(2) further provides that, after obtaining the occupancy certificate and handing over physical possession of the units to the allottees, the promoter shall handover all necessary documents and plans, including those relating to common areas, to the association of allottees

164. Section 11(4)(e) of the Real Estate (Regulation and Development) Act, 2016 mandates the promoter to enable the formation of an association of allottees. The said statutory mandate is not merely formal in nature, but is integrally connected with the overall scheme of the Act, which envisages the eventual transfer of management, maintenance and control of common areas and facilities to the association of allottees upon completion of the project, as contemplated under Sections 11(4)(f) and 17 of the RE(R&D) Act. Further, under Section 11(4)(a) of the RE(R&D) Act, the promoter is obligated to adhere to the terms and conditions of the Agreement for Sale entered into with the allottees. In the present case, one such contractual obligation pertains to the handover of maintenance to the association of allottees and the deposit of the corpus amount with the duly Registered Cooperative Society.

165. The Respondent has placed on record that coordination and meetings have been held with the Registered Cooperative Society, a portion of the corpus has already been disbursed, and the balance is retained pending reconciliation of accounts. The Complainant, however, alleges undue delay in full handover, resulting in financial prejudice to allottees.

166. This Authority observes that the Registered Cooperative Society, being the statutorily recognized body under the Telangana Cooperative Societies Act, 1964, is the appropriate entity entitled to receive and manage the corpus fund and maintenance deposits pertaining to Towers D, E & F. The Complainant Association (registered under the Telangana Societies Registration Act, 2001) has been held to have locus standi to espouse the grievances of its allottee-members under Section 31(1) of the RE(R&D) Act, but the actual transfer of funds and management rights must vest with the Registered Cooperative Society in accordance with the statutory scheme and the Agreement for Sale.

167. Crucially, Clause 15 of the Agreement for Sale executed between the Respondent and the individual allottees expressly stipulates that any amounts collected by the promoter towards maintenance deposits and outgoings relating to common areas shall be paid over to the association of allottees or the ad-hoc committee upon its formation. Having made such a clear and unequivocal contractual representation, the Respondent is estopped from contending that there is no privity of obligation or liability to transfer the said funds merely because the grievance is raised through the Complainant Association.

168. It is undisputed that the members of the Complainant Association are themselves allottees who have paid maintenance deposits and corpus amounts on par with other allottees who are members of the Registered Cooperative Maintenance Society. Merely because the Complainant Association has questioned the delay or non-transfer of such funds to the Registered Cooperative Society, it cannot be said that such grievance is illegitimate or beyond their locus.

169. The statutory obligations cast upon the promoter under Sections 11 and 17 of the Real Estate (Regulation and Development) Act, 2016, read in conjunction with the contractual assurances contained in the Agreement for Sale, require the promoter to transfer the entire corpus and maintenance deposits, strictly in accordance with the agreed terms, to the duly registered Cooperative Maintenance Society. While legitimate reconciliation of accounts is permissible, the

promoter is not entitled to retain such funds indefinitely, nor to subject them to unilateral or arbitrary deductions without lawful justification and transparency.

170. Further, reconciliation of accounts is a legitimate step to ensure transparency and accuracy, however the Respondent has not furnished sufficient details of the nature, scope, and progress of such reconciliation, nor has it demonstrated any justifiable basis for prolonged retention of the balance corpus. Continued delay in handover, even after more than a year from the formation of the Registered Cooperative Society, is inconsistent with the promoter's obligations under the RE(R&D) Act and the Agreement for Sale.

171. Therefore the Respondent is directed to Complete the reconciliation of accounts with the Registered Cooperative Society within a period of 15(fifteen) days from the date of this Order and Upon completion of reconciliation, transfer the entire balance corpus fund including any legitimate interest, if applicable under the Agreement for Sale or proven misuse to the Registered Cooperative Society within a further period of 30 (thirty) days.

b) Construction of compound wall and security measures:

172. The Complainant has alleged prolonged delay in the completion of the compound wall surrounding the project, which has allegedly resulted in serious security and safety risks to the residents of Towers D, E & F. These risks include unauthorised entry of outsiders into the premises, incidents of theft, frequent presence and attacks by stray animals, and consequent threats to the safety of women, children, senior citizens, and other vulnerable residents. Photographic evidence and representations in this regard have been placed on record by the Complainant.

173. The Respondent, in its reply, has admitted that the compound wall has been completed only to the extent of approximately 80% and has contended that the remaining portion is linked to the phased development of the project comprising nine towers in total. It is submitted that full completion of the perimeter wall is feasible only upon completion of the remaining towers, as the project is being developed in phases in accordance with the sanctioned plan and the provisions of the RE(R&D) Act.

174. This Authority has given careful consideration to the rival contentions. The provision of a secure and adequately constructed compound wall around the residential project constitutes an integral and essential component of the common facilities and amenities promised in a gated community residential project. Such a boundary wall is not merely an infrastructural element but is directly linked to the safety, security and peaceful enjoyment of the dwelling units by the allottees who have already taken possession.

175. Once the promoter has executed registered sale deeds in favour of the allottees, handed over physical possession of the individual units, and obtained occupancy certificate(s) in respect of the completed towers D, E & F in the present case, the allottees acquire a legitimate and immediate right to the safe and secure use of the premises. The promoter cannot indefinitely defer or postpone the completion of basic security infrastructure such as a proper compound wall on the sole ground that the project is being developed in phases or that additional towers are yet to be constructed.

176. Phased development is indeed permissible under the Explanation to Section 3(2) of the RE(R&D) Act and under the sanctioned plan. However, such permissibility does not absolve the promoter of the obligation to ensure reasonable safety and security for the allottees of the already completed and occupied phases. Prolonged exposure of occupied towers to security vulnerabilities, including unauthorised access and stray animal menace, constitutes a continuing failure to provide the complete promised common facilities and amenities in a timely and effective manner. This is particularly so when the promoter has already collected substantial amounts towards maintenance deposits and corpus funds, which are intended, inter alia, to secure and maintain the common areas.

177. The sanctioned building plan and layout, as well as the representations made in the brochure, Agreement of sale contemplate a fully secured gated community. The promoter is bound under Section 14 of the RE(R&D) Act to adhere to the sanctioned plans and specifications and to rectify any structural or functional deficiencies that affect the safety or usability of the project. A secure boundary wall falls squarely within this obligation.

178. In view of the admitted partial completion of the compound wall and the serious safety concerns raised which are neither fanciful nor unsubstantiated, this Authority is of the considered

view that the Respondent cannot defer the completion of the remaining portion of the compound wall indefinitely.

179. Accordingly, the Respondent is directed to complete the remaining portion of the compound wall strictly in accordance with the sanctioned plan, ensuring that the wall fully encloses the area pertaining to Towers D, E & F and such other completed portions of the project as may be necessary to secure the occupied towers, within a period of one (1) month from the date of this Order.

c) Circular internal road, ingress-egress, IRC compliance and Driveway issue.

180. The Complainant has sought a direction to the Respondent to lay a circular internal road with separate entry and exit routes, provision of speed breakers strictly in accordance with IRC:99-2018 specifications, installation of convex mirrors at corners/turnabouts, and ensuring adequate driveway widths for safe vehicular movement, including unobstructed access for emergency vehicles such as fire tenders. It is contended that the existing layout provides for a single entry/exit road, resulting in congestion, blind corners particularly at Towers D and F, safety hazards for pedestrians and inadequate width for two-way traffic or emergency access. The Complainant has further alleged that surface parking within the driveway/setback area obstructs free movement and compromises fire safety.

181. The Respondent has denied these allegations, submitting that the internal road layout, driveway widths, and associated features have been executed strictly in accordance with the approved building plans and sanctioned layout. It is contended that the project is a phased development, and the existing configuration is feasible, adequate, and compliant with the sanctioned approvals. Any demand for a circular road or modifications at this stage is stated to be an afterthought, not contemplated in the Agreement for Sale or sanctioned plans, and hence not contractually or statutorily mandated.

182. The Complainant has placed before this Authority two sets of plans: (i) the overall development site plan/master plan of the concerned project, and (ii) the detailed block-wise approved building plan for Towers D, E & F under Proceedings No. 10/M&C/TSIIC-IALA/NRM/PL&DPL/BP/P-27(A)/R-12/2017-18 dated 03.11.2017. It is submitted by the

complainants that there appears to be a discrepancy between these plans one reflecting a 7-meter driveway within a 14.5-meter setback (facing the east side of Block A), and the other indicating a 9-meter one-way driveway (south to north). The Complainant alleges that surface parking proposed within the driveway obstructs access for fire engines and emergency services, thereby compromising public safety and violating the approved layout.

183. To resolve the apparent confusion regarding the technical aspects of the sanctioned plans and to ensure fair adjudication, this Authority, in exercise of its powers under Section 35(1) of the Real Estate (Regulation and Development) Act, 2016, sought clarification from the competent authority (Telangana State Industrial Infrastructure Corporation Limited / IALA Nacharam) vide communication dated 18.07.2025.

184. The competent authority, vide its letter No. TGIIC/IALA/IP-NRM/RERA/Raheja/2025-26/ dated 02.12.2025, has furnished a detailed response, the relevant portions of which are extracted below:

- i. The approved building plans under Proceedings No. 10/M&C/TSIIC-IALA/NRM/PL&DPL/BP/P-27(A)/R-12/2017-18 dated 03.11.2017 show a minimum side setback of 14.00 meters, which is available on site as verified by physical inspection.
- ii. The overall width of the driveway in the approved plan is 9.00 meters, but the detailed cross-section of the 14.00-meter setback comprises: 7.00 meters clear driveway + 5.00 meters surface parking + 2.00 meters green strip.
- iii. Surface parking is permitted within the side setback area as per G.O. Ms. No. 168 MA&UD dated 07.04.2012, Clause 13(C), sub-clauses (vii) & (xii), which allow usage of setbacks for visitor/surface parking after leaving a clear driveway of 7.00 meters for movement of fire tender vehicles.
- iv. The detailed block-wise plan showing 9.00 meters driveway is to be read in correlation with the cross-section of the 14.00-meter setback in the overall development plan.
- v. The approved drawing with 7.00 meters clear driveway + 5.00 meters surface parking + 2.00 meters green strip is considered final and authoritative.
- vi. On physical verification, the site matches the approved cross-section.

- vii. Clear driveway width of 7.00 meters is indicated in all approved master plans (Towers A to F) and is available on ground.

185. We have perused the aforesaid clarification and the enclosed approved drawings. The report from the competent sanctioning authority is authoritative and binding on the interpretation of the sanctioned plans. The apparent discrepancy highlighted by the Complainant stands clarified, the 9.00-meter driveway indication in the block-wise plan must be read harmoniously with the detailed cross-section of the setback area, which provides for a clear driveway of 7.00 meters adequate for fire tender movement as per G.O. 168, with the balance utilised for permissible surface parking and green strip.

186. We fully appreciate and acknowledge the genuine concerns raised by the Complainant Association regarding traffic flow, safety at blind corners, pedestrian hazards, congestion during peak hours, and the desirability of a circular internal road with separate ingress/egress for better ventilation, emergency access, and overall livability of the community. These are legitimate issues that affect the quality of life of residents in an occupied gated community. However, the promoter is statutorily bound under Section 14 of the RE(R&D) Act to adhere to the sanctioned plans and specifications approved by the competent authority. The sanctioned plans are sacrosanct and cannot be deviated from post-approval without due process and revised sanction. The competent authority has confirmed that the as-built configuration matches the approved cross-section and complies with applicable building rules, including provisions for fire tender access 7.00-meter clear driveway and permissible surface parking in setbacks.

187. As regards the applicability of IRC:99-2018 (Guidelines for Traffic Calming Measures), this Authority has already held in Complaint No. 69 of 2024 involving the same project that IRC specifications are primarily intended for public highways and major roads, and do not mandatorily apply to internal driveways of private residential projects. The existing humps/speed breakers, even if not strictly IRC-compliant, are permissible if they serve the purpose of traffic calming without rendering the driveway unsafe or unusable.

188. In view of the authoritative clarification from the sanctioning authority and the mandatory adherence to sanctioned plans under Section 14 of the RE(R&D) Act, we are constrained to hold that no direction can be issued for modification of the road layout, provision

of a circular road, separate ingress/egress, additional convex mirrors, driveway modifications beyond what is sanctioned, or enforcement of IRC:99-2018 specifications. Any alteration to the driveway width, removal of surface parking, or introduction of new features would amount to deviation from the sanctioned plan, which is impermissible at this stage.

189. Accordingly, the reliefs sought for provision of a circular internal road, separate entry and exit routes, IRC-compliant speed breakers, and modification of driveway widths are not considered in view of the sanction plan. However, having regard to the safety concerns expressed by the residents, this Authority deems it appropriate to direct the Respondent to ensure installation of convex mirrors at identified blind corners, if not already provided, so as to enhance visibility and vehicular safety, strictly subject to and without deviation from the sanctioned plans.

190. If the Complainant Association is of the view that the sanctioned plans themselves suffer from any infirmity or that modifications are essential for public safety and fire norms compliance beyond what has been clarified by the competent authority, they may agitate such grievances before the appropriate forum. This Authority's jurisdiction under the RE(R&D) Act is limited to enforcement of statutory obligations of the promoter vis-à-vis sanctioned plans and does not extend to directing alterations to approved layouts.

191. **Observation of Hon'ble Member Sri Srinivasa Rao:** In my opinion, and with utmost respect to the views of the Hon'ble Chairperson and the other Hon'ble Member, I hold a differing perspective on this specific aspect of the driveway width issue. The Complainants' concerns regarding the driveway width are genuine. Based on my experience, I believe that where the approved road/driveway width is indicated as 9 meters in the plans, and if 2 meters (or part thereof) is proposed/utilized for surface parking within that width, the effective clear carriageway would be reduced to 7 meters. In such a scenario, this 7-meter width should ideally be treated and regulated as a one-way driveway only, to ensure better easement, smoother traffic flow, reduced congestion, and enhanced safety for the residents of the project. This observation is made in the interest of resident convenience and practical traffic management within the internal layout, though it does not alter the binding nature of the sanctioned plans as clarified by the competent authority or the majority decision on non-interference with the approved configuration.

d) Provision of promised amenities including parks and pet area:

192. The Complainant has sought a direction to the Respondent to provide all amenities as promised in the brochure, advertisements, and Agreement for Sale, specifically including adequate green cover, well-maintained parks, a designated pet area, and a sufficiently sized clubhouse commensurate with the scale of the project comprising approximately 934 dwelling units across nine towers.

193. It is alleged that the Respondent has failed to deliver these amenities in full, that green open spaces and park areas have been reduced (including by construction of Tower G on land originally earmarked as park area, that certain designated green/open spaces remain inaccessible to residents as they fall outside the boundary wall, that the park is neglected, broken play equipment, asbestos sheets, dog excreta, no demarcated pet area, and that the clubhouse is grossly inadequate for a community of over 900 flats and approximately 1,800–3,500 residents, despite collection of substantial clubhouse charges approximately ₹75,000 per flat from many owners.

194. The Respondent has denied any shortfall or deviation, submitting that all promised amenities have been provided strictly in accordance with the sanctioned plans, approvals, and Agreement for Sale. It is contended that the clubhouse and other common facilities were handed over to the Registered Cooperative Maintenance Society, that maintenance thereafter is the responsibility of the Society, and that any perceived inadequacy of size or scale does not constitute a breach of statutory or contractual obligation.

195. At the outset, it must be noted that under Section 14(1) of the Real Estate (Regulation and Development) Act, 2016, the promoter is obligated to adhere to the sanctioned plans, layout plans, and specifications as approved by the competent authority, and to the commitments made in the Agreement for Sale. Further, Section 14(3) requires the promoter to rectify any structural defects or any other defect in workmanship, quality, or provision of services within five years from the date of handing over possession. Representations made in the brochure and promotional materials, to the extent they form part of the Agreement for Sale are binding on promoter.

196. However, the Complainant has not placed on record specific, itemised details of amenities that were expressly promised in the brochure or Agreement for Sale but have been completely omitted or not provided at all. The grievance primarily appears to centre on:

- i. Perceived inadequacy in the size/scale of the clubhouse relative to the total number of dwelling units and residents;
- ii. Alleged reduction or shrinkage of park/green open spaces due to construction of additional towers (e.g., Tower G);
- iii. Lack of maintenance of the park area broken equipment, unhygienic conditions, absence of a demarcated pet area;
- iv. Inaccessibility of certain green/open spaces lying outside the boundary wall.

197. With respect to the clubhouse, this Authority observes that the size, design, and capacity of common amenities such as the clubhouse are governed by the sanctioned building plan and layout approved by the competent authority. The Complainants were aware of the overall project configuration and the amenities proposed therein at the time of purchase, as reflected in the sanctioned master plan for the concerned project and subsequent block wise approvals for additional towers. The RE(R&D) Act does not empower this Authority to direct enlargement or expansion of an already constructed and sanctioned clubhouse facility merely on the ground that it appears “miniscule” or insufficient for the eventual population of the entire project, in the absence of proof that the facility deviates from the approved plan or that the promoter made a specific, quantifiable promise of a larger clubhouse which has been breached.

198. As regards green spaces and parks, the extent, location and percentage of open/green areas are fixed under the sanctioned layout plan and environmental clearance granted by the competent authority. Which the Respondent is directed to adhere and comply.

199. Construction of additional towers, including Tower ‘G’, can only be undertaken pursuant to fresh or revised sanctions from the competent authority. Unless it is demonstrated that such construction violates the minimum green/open space requirements mandated under environmental clearance or building rules, or encroaches upon areas specifically designated as exclusive park space in the sanctioned plan relied upon at the time of sale, this Authority cannot interfere with such development.

200. The grievances relating to poor maintenance of park areas, broken play equipment, unhygienic conditions, dog excreta, and absence of a demarcated pet area pertain primarily to maintenance and management of common areas. Once common amenities have been handed over to the Registered Cooperative Maintenance Society, the responsibility for upkeep, cleanliness, maintenance of play equipment, and framing of internal arrangements vests with the Society, to be regulated through its bye-laws, general body decisions and maintenance arrangements. RERA is not intended to function as a forum for adjudication of routine maintenance issues post-handover.

e) Covering of ducts, land gradient correction, and demarcation:

201. The Complainant has sought specific directions to the Respondent to:

- (i) Provide permanent roofing/covering over open-to-sky duct areas to prevent accumulation of pigeon droppings, release of harmful gases, and creation of unhygienic and health-hazardous conditions;
- (ii) Correct the adverse land inclination/gradient multi-layered slopes of approximately two feet from G, H & I Blocks towards E & F Blocks which allegedly causes flooding risk in the stilt and basement areas of Towers D, E & F during heavy rainfall;
- (iii) Carry out proper physical demarcation of the built-up areas of all nine towers, apex/common areas, driveways, open spaces, garden areas, service areas, and commercial zones in accordance with the approved drawings, so as to prevent future disputes and ensure transparency.

202. The Authority notes that these grievances broadly relate to health and hygiene in common areas, safety and functionality of common infrastructure, and transparency and certainty in identification of common/exclusive areas, all of which have a direct bearing on the peaceful enjoyment and welfare of the allottees.

203. The Respondent has not specifically traversed these allegations in detail. Its reply proceeds on a general denial, asserting that the project has been developed strictly as per approved plans, that ducts are serviceable areas provided with removable covers for maintenance access, and that post-handover maintenance of Towers D, E and F lies with the Registered Cooperative Maintenance Society.

204. Section 14(3) of the RE(R&D) Act obligates the promoter to rectify any structural defect or any other defect in workmanship, quality, or provision of services within five years from the date of handing over possession. While “structural defect” is narrowly construed, defects in workmanship or provision of services include functional deficiencies in common areas which render them unsafe, unhygienic, or hazardous.

205. The Complainant has specifically alleged that uncovered duct areas in common spaces have resulted in accumulation of pigeon droppings, foul odour, emission of harmful gases, and severe unhygienic conditions, posing health risks particularly to children, senior citizens and residents with respiratory ailments. These allegations, if established, fall within the ambit of defects in provision of services during the stipulated period as mandated.

206. Merely describing ducts as “serviceable areas” does not absolve the promoter of responsibility if their design or condition creates continuing health hazards. The promoter cannot shift the entire responsibility to the Maintenance Society when the initial provision itself is alleged to be deficient.

207. Accordingly, this Authority finds it appropriate to direct a technical assessment rather than issue a blanket direction. The Respondent is therefore directed to cause an inspection of the open-to-sky duct areas by a qualified civil/structural engineer within 30 days, to assess whether permanent or semi-permanent protective measures can be provided without compromising ventilation or maintenance access.

208. If such measures are found to be technically feasible and necessary to eliminate health hazards, the Respondent shall implement the same within a further period of 60 days.

209. The Complainant has raised a legitimate concern regarding absence of clear physical demarcation of common areas, open spaces, driveways, service zones, amenity areas and commercial pockets within the project.

210. Section 17 read with Section 11(4)(f) of the RE(R&D) Act casts a statutory obligation upon the promoter to hand over necessary plans, documents and common areas in a manner that clearly identifies and distinguishes common areas from exclusive areas. Lack of physical

demarcation undermines transparency and is likely to give rise to future disputes regarding usage rights, encroachments and maintenance responsibilities.

211. This Authority finds merit in the said grievance. Accordingly, the Respondent is directed, within 60 days, to:

- (i) carry out physical demarcation of common areas, open spaces, driveways, service zones and commercial/amenity areas in accordance with the sanctioned layout/master plan and,
- (ii) prepare and hand over to the Registered Cooperative Maintenance Society a certified site plan clearly depicting the demarcated zones.

212. The Complainant has further alleged that Towers G, H and I have been constructed at a significantly higher ground level than Towers D, E and F, resulting in multi-layered slopes inclining towards the latter and creating a risk of flooding in the stilt and basement areas during heavy rainfall.

213. While the Respondent has not specifically denied the existence of level differences, the determination of whether the site grading, land levels and slope design are technically adequate, or whether the gradient is sufficient or excessive, would require detailed civil engineering evaluation. This Authority is a regulatory and adjudicatory body under the RE(R&D) Act and is not equipped to undertake or adjudicate upon disputes relating to land levels, grading sufficiency. The Complainants are advised to approach the appropriate forum for the this said relief.

f) Visitor parking:

215. Under this relief, the Complainant has sought a direction to the Respondent to provide adequate visitor parking slots commensurate with the size of the project comprising approximately 934 dwelling units across nine towers. It is alleged that the Respondent has altered visitor parking slots and sold several such slots at a premium, thereby depriving residents of adequate common visitor parking facilities. It is further alleged that sufficient common parking, including visitor parking and parking for residents' two-wheelers, has not been provided as mandated under SEIAA guidelines and other applicable building norms.

216. The Respondent, in its reply, has categorically denied the aforesaid allegations. It has submitted that visitor parking has been provided strictly in accordance with the sanctioned plans and applicable building rules, constituting 10% of the total parking, and that the same is being adequately utilised. It is further contended that no visitor or common parking area has been sold, allotted exclusively, or otherwise alienated, and that all parking provisions conform to the approved layout plan.

217. This Authority notes that Section 2(n) of the Real Estate (Regulation and Development) Act, 2016 defines “common areas” to include open parking areas. Section 11(4)(a) obligates the promoter to adhere strictly to sanctioned plans and specifications, while Section 17 mandates transfer of common areas to the association or society of allottees. Visitor parking spaces, being integral to common facilities, cannot be sold, allotted exclusively, or converted into saleable units. Any such act, if established, would constitute a violation of Sections 2(n), 11(4)(a), and 17 of the RE(R&D)Act.

218. However, in the present case, the Complainants have not placed on record specific documentary material such as sale deeds evidencing sale of visitor parking slots, approved versus as-built parking layout comparisons, or photographic evidence demonstrating alteration or conversion of visitor parking areas to substantiate the allegation of actual sale or alienation.

219. This Authority observes that adequacy of visitor parking is to be assessed primarily with reference to the sanctioned plans and applicable building rules prevailing at the time of approval, and not solely on post-occupancy perceptions of demand.

220. In the absence of cogent material evidence establishing sale, alienation, or impermissible alteration of visitor parking spaces, this Authority is unable to grant the relief sought under this head. Accordingly, the relief seeking provision of additional visitor parking and rectification of alleged alterations or sale is declined.

221. Nevertheless, it is made clear that the Respondent shall strictly comply with the provisions of the RE(R&D) Act and shall not alienate, convert, or permit exclusive use of any visitor or common parking spaces contrary to the sanctioned plans. Any future deviation or

misuse of common parking areas shall render the Respondent liable to appropriate action under the RE(R&D) Act.

g) Warranty documents and rectification of smart devices:

222. Under this relief, the Complainant has sought directions to the Respondent to:

- i. furnish all warranty documents, bills, invoices and vendor certificates relating to unit-level fittings and fixtures, including windows, balcony glass doors, locks, sanitary fittings, electrical fittings and smart home automation systems installed in the apartments; and
- ii. rectify malfunctioning smart devices/systems which are alleged to be causing daily inconvenience to the residents.

223. The Respondent, in its reply, has submitted that most unit-level fittings carry a limited warranty period of one year, which had already expired by the time the present complaint was filed. It is further contended that all long-term equipment warranty documents, wherever applicable, have already been handed over to the Registered Cooperative Maintenance Society, and that smart devices have been serviced and are functioning properly. The allegations of continued malfunction are denied.

224. This Authority notes that Section 17(2) of the Real Estate (Regulation and Development) Act, 2016 mandates the promoter, after obtaining the occupancy certificate and handing over physical possession, to hand over all necessary documents and plans relating to the project and common areas to the association of allottees or the competent authority, as the case may be.

225. Warranty certificates, operation manuals, vendor invoices and allied documents relating to common systems and installed equipment form part of the essential documentation required for future operation, maintenance, repairs and invocation of warranty claims. To that extent, the promoter is statutorily obligated to ensure that such documents are handed over to the duly registered association or maintenance society.

226. However, insofar as unit-level fittings and fixtures are concerned, this Authority notes that warranties are contractually limited in duration. Once such warranty periods have expired, the promoter cannot be directed under RERA to indefinitely service or replace unit-level fittings,

unless the defect falls within the scope of Section 14(3) of RE(R&D) Act relating to structural defects or defects in workmanship or provision of services during the stipulated period as mandated.

227. With respect to smart home automation systems, the obligation of the promoter is limited to rectification of defects attributable to installation or workmanship during the stipulated period as mandated. In the absence of cogent technical evidence demonstrating subsisting defects within such period, a general direction for rectification cannot be issued.

228. Accordingly, this Authority directs the Respondent to ensure handover of all available and relevant warranty documents, manuals, invoices and vendor details relating to common systems and equipment, and such unit-level equipment where warranty subsists, to the Registered Cooperative Maintenance Society of Towers D, E and F, within 30 days from date of this Order, so as to enable the Society to effectively undertake maintenance and, where applicable, pursue warranty claims. The relief seeking blanket rectification or replacement of malfunctioning smart devices at the unit level is declined.

h) Staff toilets and water outlets:

229. Under this relief, the Complainants have sought directions to the Respondent to:

- (i) construct dedicated toilets for housekeeping and maintenance staff, particularly for female workers, contending that absence of such facilities amounts to a violation of basic human dignity; and
- (ii) provide appropriate water outlets or collection points for housekeeping staff, alleging that they are compelled to draw water from fire extinguishers or hydrants, thereby posing serious fire safety risks.

230. The Respondent, in its counter, has submitted that the original sanctioned plans did not mandate construction of separate staff toilets. It is further stated that, notwithstanding the absence of any such requirement, the Respondent had offered to construct staff toilets as a goodwill measure, which was opposed by certain residents, and that alternative arrangements or reimbursement were offered. This Authority has given anxious consideration to the submissions

in the context of the statutory framework of the RE(R&D) Act, 2016. The sanctioned building plans and the Agreements for Sale executed with individual allottees do not disclose any specific commitment or mandatory requirement obligating the promoter to construct dedicated staff toilets or separate water outlets for housekeeping staff.

231. In the absence of a statutory requirement under the sanctioned plans or a contractual obligation under the Agreements for Sale, this Authority is constrained to hold that the promoter cannot be directed to create new facilities or amenities which were not part of the approved project specifications. RE(R&D) Act does not empower this Authority to compel additions or alterations beyond the sanctioned scope of development.

232. With regard to the allegation that housekeeping staff are drawing water from fire hydrants or fire safety systems, this Authority considers this to be serious and concerning, however, once common areas, including fire safety systems, have been handed over to the Registered Cooperative Maintenance Society, the responsibility for day-to-day management, regulation of use, and provision of basic facilities for staff within such common areas vests with the Society. Issues relating to installation of dedicated water taps or collection points for housekeeping staff fall within the scope of maintenance and management, to be addressed by the Society through its bye-laws, general body resolutions, and maintenance arrangements.

233. This Authority observes that post-handover, RERA is not intended to function as a forum for adjudication of routine maintenance or staff-welfare issues, which are expected to be governed by self-regulation through allottee associations.

234. Accordingly, the relief seeking directions to the Respondent for construction of staff toilets and provision of water outlets is declined. Nevertheless, the Registered Cooperative Maintenance Society is expected to ensure that fire safety infrastructure is not misused and that appropriate arrangements are made for provision of water to housekeeping staff in compliance with safety norms.

i) Rejuvenation / rectification of common assets (STP, OWC, solar panels, etc.):

235. Under this relief, the Complainant has sought directions to the Respondent for immediate rejuvenation and rectification of certain common assets, namely:

- i. a frequently malfunctioning Sewage Treatment Plant (STP);
- ii. a non-functional Organic Waste Converter (OWC); and
- iii. non-working solar panels.

236. It is contended that these deficiencies have resulted in unhygienic conditions, environmental non-compliance, daily inconvenience to residents, and recurring financial losses.

237. The Respondent has denied the allegations in toto and has submitted that all such assets, forming part of the common areas, were handed over to the Registered Cooperative Maintenance Society in working condition. It is contended that any subsequent malfunction or non-functioning is attributable to improper operation, inadequate maintenance, or misuse after handover, and that responsibility for upkeep thereafter lies exclusively with the Maintenance Society.

238. This Authority notes that under Section 14(3) of the Real Estate (Regulation and Development) Act, 2016, the promoter is statutorily liable to rectify any structural defect or any other defect in workmanship, quality, or provision of services brought to its notice within five years from the date of handing over possession. Common-area infrastructure such as STPs, OWCs, solar panels and allied systems, where provided as part of the project specifications and promised amenities, would fall within the ambit of “provision of services” and “workmanship/quality” under the said provision.

239. The Complainant has alleged that the aforesaid assets were either handed over in a defective or non-functional condition, or developed serious malfunctions shortly thereafter due to poor quality, improper installation, or inherent defects. The Respondent, however, maintains that the assets were functional at the time of handover and that present issues, if any, are purely operational and maintenance-related.

240. Crucially, this Authority finds that neither party has placed on record objective technical material such as any defect reports, maintenance records, or expert opinions, photographs to conclusively establish whether the alleged malfunctions are attributable to defects in workmanship, quality, or initial provision of services by the promoter, or whether they are the result of post-handover operation and maintenance deficiencies.

241. In the absence of such cogent and technical evidence, this Authority is unable to arrive at a definitive factual finding that the alleged deficiencies squarely fall within the scope of Section 14(3) so as to fasten liability upon the promoter at this stage.

242. It is well settled that mere assertions in pleadings, without supporting documentary or technical evidence, are insufficient to warrant a direction for large-scale rejuvenation or rectification of common assets at the promoter's cost, particularly where such assets are already under the custody and management of the Maintenance Society.

243. Accordingly, the relief seeking immediate rejuvenation or rectification of the STP, OWC, solar panels and allied systems at the cost of the Respondent is declined at this stage.

244. It is clarified that issues relating to deposit or transfer of the corpus fund stand separately dealt with and conclusively addressed in the preceding paragraphs of this Order, and the Respondent shall ensure deposit of the entire corpus fund strictly in accordance with the Agreement for Sale in favour of the duly registered Maintenance Society, as already directed.

j) Single RERA registration for the entire project:

245. Under this relief, the Complainant has sought a direction that the entire Raheja Vistas residential project, comprising Towers A, B, C, D, E, F, G, H and I, be treated as a single, unified real estate project under the Real Estate (Regulation and Development) Act, 2016, and that the Respondent be restrained from registering or treating individual towers, blocks or phases separately.

246. In support of this prayer, the Complainants have placed reliance on an order dated 08.03.2023 passed by the Telangana Real Estate Appellate Tribunal, contending that the

Tribunal has held that builders cannot bypass the provisions of the RE(R&D) Act by registering individual towers separately and that the entire township/project must be registered as a single unit.

247. The Authority placing reliance on the Explanation to Section 3(2) of the RE(R&D) Act, 2016, which expressly provides that “where the real estate project is to be developed in phases, every such phase shall be considered a stand-alone real estate project, and the promoter shall obtain registration under this Act for each phase separately.” It is contended that the statutory scheme itself contemplates and legitimises phase-wise registration, provided the project is planned, approved and executed in phases.

248. Further this Authority has perused the order dated 08.03.2023 of the Telangana Real Estate Appellate Tribunal relied upon by the Complainant. The Tribunal, while emphasising a project with the sole intent of circumventing statutory obligations under RERA is impermissible, and has not laid down a blanket prohibition against phase-wise registration in all cases.

249. The ratio of the said decision is that phase-wise registration is impermissible only where such phasing adopted as a device to defeat the rights of allottees or evade statutory obligations, and not where the phasing is genuine, reflected in the sanctioned master plan or layout, approved by the competent planning authority, and duly disclosed to the allottees at the time of sale.

250. In the present case, this Authority notes that Raheja Vistas is a large-scale development approved and executed in phases by the competent authority. The registration obtained for Towers D, E and F itself is a separate tower-wise registration, and the allottees were aware of the phased nature of construction and registration at the time of purchase. No material has been placed on record to demonstrate that the phase-wise registrations were undertaken with any mala fide intent to defeat allottee rights or to evade statutory obligations under the RE(R&D) Act.

251. In the absence of cogent material establishing that the phase-wise registration adopted by the Respondent is artificial, sham, or contrary to the sanctioned approvals, this Authority finds no legal basis to direct that the entire Raheja Vistas project be treated as a single RERA registration, particularly when a substantial number of phases are already completed and occupied. Accordingly, the relief seeking a direction to treat the entire Raheja Vistas project as a

single unified registration under the Real Estate (Regulation and Development) Act, 2016 is declined.

k) Refund and compensation for undue charges:

252. The Complainant seeks refund and compensation for alleged arbitrary charges including SELA levies and other deductions. The Respondent has contended that Towers D, E and F have been handed over and that such relief no longer survives. As regards claims of compensation, this Authority notes that jurisdiction for adjudicating compensation lies with the Adjudicating Officer under Section 71 of RE(R&D) Act with Form 'N'. The Complainant is at liberty to pursue such remedy separately.

J. Directions of the Authority:

253. In view of the detailed findings and observations recorded hereinabove, and in exercise of the powers conferred under Sections 34 and 37 of the Real Estate (Regulation and Development) Act, 2016, this Authority hereby issues the following directions:

- 1.) The Respondent shall complete reconciliation of accounts relating to the corpus fund and maintenance deposits collected from the allottees of Towers D, E and F with the Registered Cooperative Maintenance Society within a period of 15 (fifteen) days from the date of this Order. Upon completion of such reconciliation, the Respondent shall transfer the entire balance corpus fund and maintenance deposits, strictly in accordance with the terms of the Agreement for Sale, to the Raheja Vistas Towers D, E & F Flat Owners Cooperative Maintenance Society Limited within a further period of 30 (thirty) days. The Respondent shall not retain any portion of the corpus fund or maintenance deposits beyond the aforesaid period, nor effect any unilateral deductions except those duly reconciled, justified, and transparently communicated to the Registered Cooperative Society.
- 2.) The Respondent is directed to complete the remaining portion of the compound wall, strictly in accordance with the sanctioned plan, so as to ensure adequate enclosure and

security for the already completed and occupied Towers D, E and F, within a period of two (2) month from the date of this Order.

- 3.) The reliefs sought for provision of a circular internal road, separate entry and exit routes, IRC-compliant speed breakers, driveway widths has to be as per sanction plan, However, in the interest of safety, the Respondent shall ensure installation of convex mirrors at identified blind corners, if not already provided, strictly without deviation from the sanctioned plans, within 30 (thirty) days from the date of this Order.
- 4.) The reliefs seeking enlargement of the clubhouse, reconfiguration of green/open spaces, or provision of additional amenities beyond the sanctioned plan are not considered in view of the sanction plan.
- 5.) The Respondent shall cause an inspection of open-to-sky duct areas by a qualified civil/structural engineer within 30 (thirty) days from the date of this Order. If the inspection establishes that permanent or semi-permanent protective measures are technically feasible and necessary to eliminate health hazards without compromising ventilation or maintenance access, the Respondent shall implement such measures within a further period of 60 (sixty) days. The Respondent is further directed to carry out physical demarcation of common areas, open spaces, driveways, service zones and amenity/commercial areas strictly in accordance with the sanctioned layout, and to hand over demarcation plan to the Registered Cooperative Maintenance Society within 60 (sixty) days.
- 6.) The relief seeking additional visitor parking or rectification of alleged sale/alteration of visitor parking is declined for want of evidence. However, the Respondent shall strictly refrain from alienating, converting, or permitting exclusive use of any visitor or common parking spaces contrary to the sanctioned plans and the provisions of the RE(R&D) Act.
- 7.) The Respondent shall handover all available and relevant warranty documents, manuals, invoices and vendor details relating to common systems and subsisting unit-level warranties to the Registered Cooperative Maintenance Society within 30 (thirty) days from the date of this Order.
- 8.) The Registered Cooperative Maintenance Society shall ensure that fire-safety infrastructure is not misused and that appropriate arrangements for housekeeping staff are made in compliance with safety norms.

9.) The relief seeking treatment of the entire Raheja Vistas project as a single RERA registration is declined.

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

255. As a result, the complaint is disposed of accordingly. 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

