

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 307 of 2024

Dated: 22nd April 2026

**Quorum: Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member**

Karre Bhavani

(W/o Karre Nagaraju, Flat no. 201, Shapur
Elite County, TSIC Colony, Hyderabad 500 055)

...Complainant

Versus

M/s. S.S Constructions

Rep by Smt Narayanamma Devi Reddy and Chaitanya Reddy
(Plot Nos. 36 and 37, Shymla layout, Telecom Nagar,
Gachibowli, Hyderabad 500 081)

...Respondent

The present matter filed by the Complainant came up for hearing before this Authority. There was no appearance of the Complainant, while the Learned Counsel for the Respondent, Sri Chaitanya Kusam, was present. Upon perusal of the material available on record and consideration of the circumstances of the case, this Authority proceeds to pass the following

ORDER:

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondents.

A. Brief facts of the case

3. The Complainant submitted that more than 18 months have elapsed since taking possession of the unit, yet several key amenities promised at the time of purchase, including the gym, functional hall, and children's play area, remain undelivered. Despite repeated assurances from the builder, these essential facilities, which formed a material factor in the Complainant's decision to invest, have not been provided, causing significant inconvenience and dissatisfaction.

4. The Complainant alleged that the Manjeera water supply, promised at the time of possession, has not been provided. Residents are reliant on a single water tanker for approximately 100 flats, which is grossly insufficient to meet daily requirements. This shortfall has caused significant hardship and forced residents to incur additional expenditure on procuring safe water.

5. The complainant submitted that the telephone point in the kitchen, promised in the sales voucher, has not been installed. The builder informed that such items were “for marketing purposes only,” which is a clear breach of contractual obligations.

6. The Complainant further submitted that she had purchased the apartment with a clear understanding and promise from the builder that all amenities would be completed and handed over on time. This commitment was a significant factor in the decision to invest in the property. However, over a year has passed since possession, and the builder has consistently failed to provide the promised amenities. The lack of progress has caused considerable frustration and disappointment, as the apartment does not meet the expectations or standards represented at the time of purchase. In view of the builder’s repeated failure to fulfill contractual obligations, the Complainant seeks to return the apartment and claims full compensation for the purchase price, including the amount invested in renovations.

7. The Complainant submitted that she has been paying EMI of ₹53,000 per month for the past ten months, which is now claimed to be refunded with applicable interest. Due to contaminated water supplied by the builder, the Complainant’s parents were hospitalized for three weeks in June, incurring medical expenses of approximately ₹2,00,000. Following this, the Complainant vacated the flat and moved to a rental residence from July, paying ₹23,000 per month. The Complainant seeks reimbursement of these rental expenses and requests RERA intervention to take necessary action against the builder and committee members acting in favor of the builder, as the ongoing situation has caused mental agony, financial burden, and undue stress in attempting to resell the flat.

8. The Complainant further submitted that the immediate dissolution of the committee till complete handover from the builder's end and due to the builder’s failure to provide proper handover, a committee was voluntarily formed to address pending issues and ensure completion of promised amenities. However, the committee has deviated from its purpose and is now pressuring residents to pay a monthly maintenance fee of ₹2,000, which is significantly higher than comparable apartments in the area. The Complainant requests that the committee

be immediately dissolved and a new committee formed only after the builder completes the handover. Until then, the builder should bear all maintenance costs, as residents have been paying fees for the past four months without proper handover or resolution of outstanding issues.

9. The Complainant alleged that the Bore water is heavily contaminated with chemicals, making it unsafe for use: The Complainant submits that the bore water supplied by the builder is heavily contaminated with chemicals, rendering it unsafe for use. As a result, residents were compelled to install a water filtration system at their own expense, incurring a monthly cost of Rs. 2,200. This additional financial burden arises directly from the builder's failure to provide safe and potable water, which is a part of the amenities promised at the time of purchase. Given the circumstances, it is just and reasonable that the builder bears the cost of the filtration system and compensate the residents for the ongoing expenses. The builder is obligated to ensure that all amenities, including the water supply, meet prescribed safety and quality standards and must address this matter promptly to mitigate the financial and health-related impacts on residents.

10. The Complainant submitted that nine months ago, the committee collected Rs. 25,000 from each resident to install a water filtration plant intended to treat hard and chemically contaminated water. The builder, responsible for providing clean water, coordinated with the committee in this project. However, the plant has failed to deliver the promised improvement in water quality. Despite repeated requests, the committee has neither refunded the contributions nor implemented the filtration effectively; instead, it has diverted the funds into a corpus account without the residents' consent. This misuse of funds, coupled with the committee's coercive collection of maintenance fees and fines, has caused significant frustration and mistrust among residents. The builder remains responsible for providing safe water, and residents are entitled either to a functioning filtration system or a full refund of their contributions.

11. The Complainant further submitted that the committee, initially formed to pressurize the builder into completing pending works, has become ineffective over the past five months. Instead of holding the builder accountable, the committee, influenced by individuals supporting the builder, has failed to address crucial issues such as incomplete amenities. The committee has shifted its focus to imposing unnecessary rules and fines, prioritizing the builder's agenda over residents' interests. This lack of accountability and transparency has caused growing frustration among residents. In view of the committee's inability to fulfill its original mandate

and its unilateral decision-making, it is imperative that the committee be dissolved immediately. A new, unbiased committee, composed of residents genuinely committed to ensuring completion of pending works, should be constituted to restore trust and safeguard the community's welfare.

12. The Complainant submitted that the Respondent has installed a fire system in the building, there are serious concerns regarding its functionality and safety. Upon inspection, it is evident that pipelines and valves are improperly connected on each floor, raising doubts about the system's effectiveness in an emergency. Observations indicate that only a single pipeline runs from the top to the bottom of the building, suggesting a cosmetic installation aimed at obtaining a No Objection Certificate (NOC) from the Greater Hyderabad Municipal Corporation (GHMC), rather than a fully operational fire safety system. Such deficiencies pose a significant risk to residents. The Complainant urges that the matter be investigated by the relevant authorities and that the Respondent be directed to install a complete, fully functional, end-to-end fire safety system, with properly connected pipelines and valves on every floor, tested regularly to meet all safety standards and regulatory requirements.

13. The Complainant further alleged that within just one year of construction, the drainage system and overall building infrastructure have proven to be significantly defective. The drainage system has faced repeated issues, causing frequent disruptions, while water leakage and cracks have appeared throughout the property, raising serious concerns regarding the structural integrity and safety of the building. The construction quality is far below acceptable standards, compromising the long-term viability of the apartment and diminishing its value. These recurring issues have caused the Complainant to lose confidence in the builder's ability to provide a safe and reliable living environment.

14. The Complainant submitted that she has decided to return the flat to the builder and seeks a full refund of the purchase amount, along with compensation for substantial investments made in interior renovations. The Complainant is also increasingly concerned about potential further depreciation of the property due to structural defects. The builder's failure to deliver a sound and secure building has caused not only financial loss but also considerable stress and anxiety. Therefore, the Complainant requests that the builder take full responsibility for these shortcomings and compensate fully for the initial investment, renovation costs, and any additional losses incurred due to the compromised quality of the apartment.

B. Relief(s) sought:

15. Aggrieved the actions of the Respondent, the Complainant sought for the following relief(s):

- i. To direct the Respondent for filtration system, which incurs a significant monthly expense of ₹2,200, causing additional financial burden. The total investment made by the Complainant over the past year amounts to approximately ₹50,000.
 - a) Bore water cartridge: $₹2,200 \times 12 \text{ months} = ₹44,000$ (Forty-Four Thousand Rupees).
 - b) Bore water filtration system: ₹6,000 (Six Thousand Rupees).
 - c) Total cost incurred: ₹50,000 (Fifty Thousand Rupees).
- ii. To direct the lack of reliable drinking water has put considerable strain on the residents, forcing many to purchase additional water at their own expense, which was neither anticipated nor planned at the time of investment in this property.
 - a) Daily purchase of water - 5 tins $\times ₹20 = ₹100$ (per day)
 - b) Monthly expenditure = $₹100 \times 30 \text{ days} = ₹3,000$ (per month)
 - c) Total expenditure till date = $12 \text{ months} \times ₹3,000 = ₹36,000$ (Thirty-Six Thousand Rupees Only)
- iii. To direct the Respondent for non-delivery of key amenities promised at the time of purchase, including the gym, functional hall, and children's play area, as mentioned in the sales voucher. The Complainant seeks compensation of ₹1,50,000 (One Lakh Fifty Thousand Rupees).
 - a) GYM + Functional Hall + Children's Play Area = ₹3,50,000 (Three Lakh Fifty Thousand Rupees Only)
- iv. To direct the Respondent to refund the EMI amount paid, as the Complainant has been paying ₹53,000 (Fifty-Three Thousand Rupees) per month for the past 10 months, which is now claimed to be reimbursed by the builder.
 - a) $₹53,000 \times 10 \text{ months} = ₹5,30,000$ (Five Lakh Thirty Thousand Rupees Only)
- v. Requests that the Respondent be directed to compensate for the total amount invested, as detailed below:
 - a) Bore Water Filtration: $₹44,000 + ₹6,000 = ₹50,000$ (Fifty Thousand Rupees Only)
 - b) Money spent on Manjeera Water Tins: ₹36,000 (Thirty-Six Thousand Rupees Only)
 - c) GYM + Functional Hall + Children's Play Area: ₹3,50,000 (Three Lakh Fifty Thousand Rupees Only)
 - d) EMI Amount: ₹5,30,000 (Five Lakh Thirty Thousand Rupees Only)
 - e) Maintenance Amount (₹2,000 per month for four months + additional ₹5,000): $₹8,000 + ₹5,000 = ₹13,000$ (Thirteen Thousand Rupees Only)
 - f) Interior Renovation: ₹12,00,000 (Twelve Lakh Rupees Only)
 - g) House Purchase: ₹73,10,000/-
 - h) Registration Charges: ₹3,40,000 (Three Lakh Forty Thousand Rupees Only)
 - i) MODD Charges: ₹60,000 (Sixty Thousand Rupees Only)
 - j) House Warming Charges: ₹96,000 (Ninety-Six Thousand Rupees Only)
 - k) Hospital Bills: ₹2,00,000 (Two Lakh Rupees Only)
 - l) Monthly Rent Paid: ₹5,20,000 (Five Lakh Twenty Thousand Rupees Only)

C. Counter on behalf of the Respondent:

16. The Respondent submitted that the present Complaint is not maintainable either in law or on facts, alleging malicious intent by the Complainants. The Complaint lacks merit, proper documentation, and necessary parties, such as the Committee/Association, without which certain reliefs cannot be granted, and therefore, the Complaint is liable to be dismissed.

17. The Respondent submitted that the alleged 18-month delay in delivery of amenities is false. The development work commenced in March 2020, was delayed due to COVID-19, resumed in July 2021, and was completed by May 2023. The Gym, Function Hall, and Children's Play Area were delivered and fully functional, with events conducted by residents.

18. The Respondent submitted that the allegations regarding non-delivery of Manjeera water supply, inadequate water arrangements, and telephone connections are false. Two 1800-litre water tankers have been provided for a period of two years. A sanctioned 40mm Manjeera connection has been paid for, and a typographical error in the brochure explaining the telephone point has been clarified. All amenities, along with additional facilities, were provided by the Developer.

19. The Respondent submitted that complaints regarding the water filtration plant are baseless. The plant was voluntarily set up and managed by residents, with contributions from both residents and the Developer. Even after the removal of the unit, the Developer provided a new bore promptly. Conversion of the collected funds into a corpus fund had the majority consent of the community. Fire safety and drainage complaints are also denied, as the Occupancy Certificate was issued after inspection, and additional safety and infrastructure measures were provided at the Developer's expense.

20. The Respondent submitted that the developer has provided the best services to the residents and provided them with all amenities and basic necessities. The allegations regarding the drainage system are denied, and the Complainant is put to strict proof of the same. It is the Respondent who, in order to avoid damage to the doors of the residents due to rain showers, had provided additional sliding doors in the elevation, and the Developer SS Constructions have, apart from providing all the amenities as listed in the brochure had also provided additional amenities for the welfare of the residents of SHAPUR ELITE COUNTY, they include:

- i. Provided 32 CCTV Cameras in and around the community for security purposes.

- ii. Provided a Walking Track in the community.
- iii. Provided additional sliding door windows in the elevation of the building for the residents of the corner flats.
- iv. Provided Chairs and etc., to the Function Hall.
- v. Provided Gym Equipment and Music System as requested by the Residents of the community.

21. The aforementioned facilities have been provided by the Developer at his own expense and are not part of the originally agreed-upon brochure specifications. This act demonstrates Developer/S.S. Constructions' bona fide intention and commitment to the welfare and satisfaction of its residents. Therefore, it is most respectfully prayed that this Hon'ble Authority may be pleased to dismiss the present Complaint filed by the Complainant with exemplary and punitive costs and pass such other order or orders as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case, in the interest of justice, equity, and fair play.

D. Points for consideration

22. The following issues arise for consideration by the Authority:

Whether the Complainants are entitled to the relief sought? If yes, to what extent?

E. Observations of the Authority

23. Before proceeding to the findings, this Authority observes that the Complainant had appeared only on two occasions during the initial stages of the proceedings. However, despite being granted sufficient and reasonable opportunities thereafter, the Complainant has failed to appear or pursue the matter diligently. Accordingly, the matter is being adjudicated based on the material available on record before this authority.

24. The Complainant alleged that the Respondent have failed to provide facilities/amenities such as the gym, functional hall, and children's play area, However, Upon perusal of the records, it is noted that with regard to the amenities such as the gym, functional hall, and children's play area, the Respondent has produced photographic evidence and supporting material demonstrating that the said amenities have been completed and are operational in the said project premises. The Respondent has also submitted that the said facilities are being utilized by the residents. On the basis of the material submitted, it is evident that the Respondent fulfilled his duty with respect to the above-mentioned amenities.

25. Regarding the grievance related to the Association, this Authority notes that the Association of Allottees of the said project is a registered association. However, the Complainant has not impleaded the said Association as a necessary or proper party to the present complaint. In the absence of such implementation, this Authority finds itself constrained from issuing any directions or orders that affect the rights and obligations of the said Association. Accordingly, no relief can be granted on issues concerning the Association, and if the Complainant continues to have any grievance pertaining to the acts or omissions of the said Association, she is at liberty to approach the appropriate forum or authority for redressal of such grievances in accordance with law.

26. With respect to the allegation of non-provision of a proper water connection, the Respondent has placed on record a payment acknowledgement and other documents showing that an amount of Rs. 31,57,860/- dated 20.06.2024 has been paid towards the Hyderabad Metropolitan Water Supply and Sewerage Board (HMWSSB). If the connection has not yet been secured, it is the Respondent-promoter's duty to pursue the matter diligently with the HMWSSB to ensure that the required and safe water supply arrangements are completed at the earliest.

27. Further, it is observed that in the interim relief as well as in the statement of facts, the Complainant has prayed for the return of the said flat to the Respondent and has expressed her unwillingness to continue in possession of the same. In this regard, it is pertinent to note that Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016 empowers this Authority to direct refund of the amount paid by the allottee, along with prescribed interest and compensation, in cases where the promoter fails to complete or is unable to give possession of the apartment, plot or building, in accordance with the terms of the agreement for sale, or where there exists a title defect or other justified reason for withdrawal from the project. However, in the present case, the records clearly indicate that the Complainant has already taken possession of the subject unit on 31.08.2023, and has continued to remain in such possession for almost two years thereafter. The RE(R&D) Act does not contemplate or provide any mechanism for re-transfer of possession by an allottee back to the promoter after lawful possession has been handed over. Once possession has been delivered and accepted, the contractual relationship attains finality with respect to that obligation, and subsequent unilateral withdrawal from possession is not envisaged under the RE(R&D) Act, 2016. Accordingly, the relief sought by the Complainant for returning the flat to the Respondent and seeking refund thereafter does not

fall within the purview of Section 18(1)(a) or any other provision of the RE(R&D) Act, and therefore stands rejected.

27. With respect to the other reliefs sought by the Complainant, this Authority observes that a substantial portion of the claims pertain to compensation, damages for alleged mental agony, inconvenience, and loss. Such reliefs, by their very nature, fall within the ambit of the Adjudicating Officer in Form 'N'. Hence, with respect to the claim for compensation, the Complainant has the liberty to approach the Adjudicating Officer by filing Form 'N'.

28. This Authority further observes that the Complainant, despite making several allegations and relief sought against the Respondent, the Complainant has not produced any documentary evidence, photographs, or collateral material to substantiate the same. Except for bare assertions and statements, no proof has been furnished to establish that the Complainant has incurred the losses or that the Respondent failed to provide the alleged amenities or violated any provisions of the Act. It is a settled principle that the burden of proof lies upon the party who asserts a fact, and in the absence of any credible or supporting evidence, such allegations cannot be accepted merely on submissions. The Respondent, on the other hand, has placed on record relevant documents and photographic evidence demonstrating substantial compliance with the obligations undertaken. In view of this, the Authority finds no further intervention in this regard.

29. Hence, with respect to the claim for compensation, the Complainant has the liberty to approach the Adjudicating Officer by filing Form 'N'.

30. In light of the foregoing discussion and the evidence available on record, this authority is of the considered view that the present complaint filed by him u/s 31 of the Act does not warrant further adjudication under the provisions of the RE (R&D) Act, 2016. Accordingly, the complaint is liable to be dismissed.

31. In the result, the complaint accordingly dismissed.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA