BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 12th November, 2025

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

COMPLAINT NO. 315/2024/TGRERA

1. Ketrish Landmark Flat Owners
   Mutually Aided Cooperative Maintenance Society Ltd.
   At Sy no. 62, Anand Nagar Road No. 5,
   Sri Indraprastha Colony, Bandlaguda Village,
   Nagole, Uppal Mandal,
   Medchal-Malkajgiri District, 500068.

…Complainant

Versus

1. M/s Ketrish Developers
   Villa no. 12, Aditya Royal Palms Villa,
   Qutub Shahi Tomb Road, Jamali Kunta, Samata Colony,
   Tolichowki, Hyderabad, Telangana – 500008.

   Represented by

i. Mr. P. Prabhakar (Managing Partner)
   Office at 6-28, Maktha Village, Korrenula Road,
   Narapally, Ghatkesar,
   Hyderabad, Telangana – 500088.

ii. Smt. P. Saritha w/o P. Prabhakar (Partner)
   Office at 6-28, Maktha Village, Korrenula Road,
   Narapally, Ghatkesar,
   Hyderabad, Telangana – 500088.

…Respondent

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant association along with its counsel, and the Respondents with their counsel. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

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

A. Brief facts of the Case:

3. It was submitted that the Complainants, being residents of "Ketrish Landmark Apartments," were raising numerous allegations concerning structural defects, incomplete works, and pending handovers by the Respondent. The specific contentions and allegations submitted were as follows:

a. The drinking water (municipal water) line was reportedly not connected to the flats.

b. The Sewage Treatment Plant (STP) was not installed, with no initiation of work, despite it allegedly being a requirement under an order from the State Level Environment Impact Assessment Authority (SEIAA).

c. Structural and civil violations were alleged in the supermarket area, where the emergency exit was purportedly encroached upon and converted into a part of the supermarket's space.

d. Major water seepages were reported due to expansion joints between the three blocks. It was contended that a temporary repair (fixing trays in the cellar) had become dangerous to structural stability and a permanent remedy was yet to be made.

e. Potholes and cracks were present on the terrace floor of all three blocks and the Clubhouse, leading to water seepage to lower floors and impacting structural stability.

f. Internal flat works remained pending, such as the fixing of taps and grill walls in bathrooms and balconies.

g. Electrical change-over switchboards for power backup were not installed in many flats.

h. The Fire Safety System was only partially installed and was allegedly not as per safety standards.

i. Electrical cables in the cellar were not properly installed in cable trays, were low in height, and were not as per safety standards.

j. The overall building plastering and painting was not completed, with a second coat of painting still pending.

k. Major water leakages were found in the Lift Head rooms and Staircase Head rooms of all three blocks and the clubhouse.

l. Proper water safety measures (closed doors) were not provided for the Lift head rooms, which was stated as the cause for the water seepage.

m. Proper finishing and cleaning of the entire premises was never done.

n. The common electrical meter's name and category had not been changed from the builder's company to the Owners' Association, allegedly causing the association to incur heavy monthly electricity bills.

o. A payment of approximately ₹1,50,000/- due to the association for the use of the Clubhouse (banquet halls, guest bedrooms) for the period of Jan-2022 to Dec-2022 was allegedly pending from the Respondent.

p. All original building copies and original warranty copies for equipment (doors, sanitary fittings, etc.) were not provided to the association or the owners.

q. The parking flooring reportedly had many potholes and was deteriorating.

r. It was submitted that the quality of both the terrace and parking flooring was severely compromised.

4. The Complainants stated that they had raised these issues with the Respondent multiple times, both verbally and in writing. It was submitted that on 15th August 2021, the Respondent had prepared a Minutes of Meeting on their letterhead, admitting to the issues and assuring that the works would be completed by specific dates.

5. It was contended that despite several demands and the aforementioned assurances, the Respondent had avoided and refused to complete the works as promised in the brochure and agreement. It was further alleged that the work which was completed was not of acceptable quality.

6. Finally, it was submitted that the Complainants had engaged a Registered Valuer and Chartered Engineer to perform a structural inspection, and the resulting report was enclosed to substantiate their claims regarding the defects and irregularities.

B. Reliefs Sought

7. In light of the aforementioned facts, the Complainant had prayed for the following reliefs before the Authority:

i. *To direct the Respondents to complete all promised and agreed-upon works in the 'Ketrish Landmark Apartments' project, including the rectification of all deficiencies mentioned in Paragraph 4 of the complaint, within a timeframe stipulated by this Hon'ble Authority and in adherence with high-quality standards.*

ii. *To impose an appropriate penalty on the Respondents for violations of the Real Estate (Regulation and Development) Act, 2016, and the applicable rules.*

iii. *To award exemplary costs and compensation to the members of the Complainant Association for the financial losses and hardship incurred, in accordance with the provisions of the Act.*

iv. *To pass any such other or further orders as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.*

C. Counter filed by the Respondents

8. It was affirmed by P. Prabhakar, the Managing Partner of Respondent No. 1 firm, who stated he was well acquainted with the facts and was authorised by Respondent No. 2 to swear the affidavit on her behalf as well.

9. It was submitted at the outset that the complaint was devoid of merits, unsustainable in law or facts, and liable to be dismissed. All averments and allegations were denied unless specifically admitted.

10. The Respondents challenged the maintainability of the complaint on the grounds of alleged non-payment of Rs. 2,18,80,840/- by the flat owners and society. It was contended that the Occupancy Certificate was issued and possession was delivered only after full satisfaction and verification by the respective flat owners. It was alleged that the present complaint was filed solely to harass the respondent firm, extract money, and defame its reputation.

11. It was submitted that the complainant society's allegation of failure to complete or provide agreed amenities was false. It was contended that the respondent had fulfilled all contractual obligations, even exceeding the agreement terms, and that the claim of failure to provide amenities was baseless. It was asserted that all grievances had been addressed, and no works were pending except for the Municipal water connection.

12. A prayer was made to the Hon'ble authority to appoint a commissioner to inspect the premises and provide a report, alleging that the complainant had submitted misleading and outdated photographs.

13. The specific claims were replied to as under:

Claim (a) - Drinking Water: The allegation that the line was not connected was stated as absolutely false. It was submitted that the respondent had applied along with other neighbour builders and paid Rs. 1,00,000/- as processing fee. The HMWS&S Board had issued an intimation dated 20.12.2022 for payment of Rs. 76,25,720/-. It was contended that after taking possession, the society executive committee did not accept the connection in the neighbour's name and applied afresh on 22.08.2023. The board then issued an approximate cost estimate of Rs. 23,50,000/-, which was deemed highly expensive, and the respondent did not agree to pay this amount. It was submitted that provision had been made to supply drinking water once the HMWS laid the pipeline, but the payment for the pipeline was subject to the payment of Rs. 2,18,80,840/- by the flat owners and society.

Claim (b) - Sewage Treatment Plant (STP): The allegation that the STP was not installed was denied. Reference was made to State Level Environment Impact Assessment Authority (SEIAA) order no. SEIAA/TS/OL/MDCL-32/2017-3541 dated 25-1-2018. It was submitted that the STP was installed properly, and an extra drain pipeline was also laid at a cost of around Rs. 20 Lakhs, which was allegedly not paid by the complainant society. It was contended that the society was utilizing the drain pipe but not using the STP, allegedly because running it would incur an extra Rs. 1,50,000/- per month. It was stated that despite reminders and intimation about a technician's visit for installation, the complainant never responded.

Claim (c) - Supermarket Area/Emergency Exit: The allegation of structural violation and encroachment of the emergency exit was denied. It was submitted that the supermarket (Flat admeasuring 1200 sq ft) was allotted as the Respondent firm's share. It was claimed that after mutual understanding with society members, another Emergency Exit was constructed from the west side Gate using the respondent's own funds. It was further submitted that the society had been collecting maintenance charges from the respondent for the said flat (calculated at Rs. 3/- for 1660 sq ft, allegedly including the exit area), implying society's consent.

Claim (d & e) - Water Seepages & Cracks: The allegations regarding major water seepages due to expansion joints and potholes/cracks on the terrace leading to seepage were denied as incorrect. It was submitted that all works were shown to the society before handing over possession, and the society took possession after due inspection. It was contended that these allegations, made 3 years later and after the issuance of the Occupancy Certificate by GHMC on 15.03.2022, were baseless and invented.

Claim (f) - Internal Flat Works Pending: The allegation regarding pending works like taps and grills was denied as far from reality. It was submitted that all internal flat work was completed before the OC was obtained. It was claimed that a drive was conducted by contractors (plumbers, tiles) who inspected in the presence of each flat owner, a checklist was prepared for all 172 flats, signed by the owners, and submitted to the then-president, Mr. C. Kiran Kumar Reddy.

Claim (g) - Electrical Change-over Switch Boards: The allegation that these were not installed in many flats was denied. A prayer was made for the appointment of technical persons to verify. It was claimed all changeovers were fixed.

Claim (h) - Fire Safety System: The allegation of partial installation and non-compliance with standards was denied. It was stated that the Fire Services department had issued a No Objection Certificate on 9 March 2022, following a due inspection.

Claim (i) - Cellar Electrical Cables: The allegation of improper installation in cable trays and low height was denied as false. It was claimed that the attached photos pertained to the period before possession and OC issuance. It was submitted that a completion report was submitted to the society at the time, and no remarks were forwarded then.

Claim (j) - Plastering & Painting: The allegation that overall building plastering and painting (including second coat) were incomplete was stated as absolutely false. It was claimed that painting was done excellently, including the second coat, and a painter report was submitted. It was argued that a second coat was not possible without plastering.

Claim (k) - Lift/Staircase Headroom Leakages: This allegation was denied as incorrect. It was reiterated that the society had meticulously inspected and was satisfied before taking possession.

Claim (l) - Lift Headroom Safety: It was denied that proper waterproofing and safety doors were not provided. It was submitted that proper waterproofing was done, tested by KONE technicians, and doors were provided.

Claim (m) - Finishing & Cleaning: The allegation that proper finishing and cleaning were never done was denied. It was submitted that the respondent had maintained the entire premises for two years before the society formation, during which members allegedly did not pay maintenance or electricity bills, resulting in a due amount of Rs. 7,50,000/- owed to the respondent.

Claim (n) - Common Meter Name Change: It was stated as incorrect that the name and category were not changed. It was submitted that the change was initially delayed because the society did not pay the mandatory security deposit to the Electricity board, but the common meter name was later changed to the society's name.

Claim (o) - Clubhouse Amount Pending: The allegation regarding pending payment of Rs. 1,50,000/- for clubhouse usage (Jan-22 to Dec-22) was stated as incorrect, and the complainant was put to strict proof. It was submitted that this claim was not maintainable under the RERA Act. It was counter-claimed that the society owed more than Rs. 7.5 lakhs, and legal action for recovery would be taken.

Claim (p) - Original Documents: The allegation that original building copies and warranty copies were not provided was stated as absolutely false. It was claimed that all link documents and warranty copies were handed over to the then-president, Mr. Kiran Kumar Reddy, at the time of handing over possession. It was admitted that the original sale deed was withheld because the society and individual members allegedly had to pay for extra work done by the respondent. An offer was made to return the original sale deed upon repayment of the entire alleged arrears.

Claim (q) - Parking Flooring Potholes: It was submitted that possession was admittedly taken by the society in 2022 after inspecting all work. It was argued that the question of potholes did not arise after three years, as maintenance became the society's responsibility post-possession.

Claim (r) - Quality Compromised: The allegation regarding compromised quality of flooring was denied. It was reiterated that the society took possession after clear inspection. It was denied that these issues were raised verbally or in writing previously. It was claimed that the project was completed beyond expectations, providing more amenities than mentioned in the brochure. The Minutes of Meeting dated 15-08-2021 were acknowledged but stated to be from before the OC issuance, implying completion afterwards. Allegations of avoiding completion were denied.

14. It was further claimed that the respondent firm had done extra works involving higher quality materials (tiles, doors) and provided extra amenities with the consent and request of the buyers/members, incurring additional costs. A breakdown of these alleged extra costs was provided:

Item	**Amount Due**
Extra Quality Doors (2BHK and 3BHK)	Rs. 61,20,000/- & 58,80,000/-
Increased Tile Size	Rs. 19,80,840/-
Extra Clubhouse Spent	Rs. 46,00,000/-
Pneumatic Spent	Rs. 13,00,000/-
Extra Drain Pipe Lane	Rs. 20,00,000/-
Total Amount Due	Rs. 2,18,80,840/-

15. It was submitted that this total amount of Rs. 2,18,80,840/- was due from the members for the extra costs incurred, and the respondent reserved the right to file a suit for recovery with interest at 24% p.a.

16. It was reiterated that the allegations were not maintainable and false, that flats were occupied long back with basic amenities provided. The readiness to pay HMWS&SB charges (Rs. 76,25,720/- as per initial approval) was reiterated, subject to repayment of the Rs. 2,18,80,840/- by society members.

17. It was submitted that the report filed by the Registered Valuer and Chartered Engineer was created, manipulated, and inspected in the absence of the respondents.

18. It was submitted that the respondent firm had a good reputation, citing positive feedback on their website. It was alleged that the society representative, Mr. Janardhan, had filed the complaint with false allegations despite previous cordial interactions, degrading the firm's reputation. The right to file a defamation suit was reserved.

19. It was submitted that the respondents never violated the provisions of the RE(R&D) Act and rules.

20. Therefore, it was prayed that the Hon'ble authority direct the society and its members to clear the due amount of Rs. 2,18,80,840/- and dismiss the complaint with exemplary costs.

D. Rejoinder filed by the Complainants

21. It was respectfully submitted by the Complainant, highlighting certain important points relevant to the facts of the case.

a. It was submitted that the Occupancy Certificate (OC) was issued on 15th March 2022 by the GHMC, a copy of which was duly submitted earlier.

b. It was submitted that the Respondent last visited the premises (Ketrish Landmark) on 25th December 2022 and had thereafter never cared to visit for any discussion or issue resolution despite several requests.

c. It was submitted that the Complainants Association, M/s. Ketrish Landmark Flat Owners Mutually Aided Cooperative Maintenance Society, was registered on 1st November 2022 under the Mutually Aided Co-Operative Societies Act 1995.

d. It was submitted that under the same Act, the first society elections were held on 11th December 2022, and 9 Directors were elected.

e. Reference was made to Section 14(3) of the RERA Act, stating that builders are legally bound to rectify any structural defects for up to 5 years, citing a Deccan Chronicle newspaper article dated 10th February 2025.

f. Reference was made to a recent ruling of the Hon'ble Supreme Court (Civil Appeal No. 3343 of 2020, dated 9th February 2023), stating that flat owners do not forfeit their right to ask for and get promised amenities even after occupying the flat.

g. It was submitted that the Respondent had issued a No Due Certificate (NDC) to all respective flat owners at the time of Vehicle Parking allotment on 25th December 2022 (or later for those who collected it subsequently), implying no outstanding financial dues from the flat owners to the builder.

h. It was submitted that the Respondent was currently undertaking two projects (Ketrish Pride and Ketrish Pratistha) and their RERA applications allegedly mentioned no prior experience, which was contended as false and misleading.

i. It was noted that, contradictorily, the Respondent mentioned having about 30 years of industry experience and completing about 40 projects in a recent YouTube interview.

22. Regarding the Respondent's claim of outstanding dues amounting to Rs. 2,18,80,840/- it was submitted that this was totally false, absolutely incorrect, and baseless. It was asserted that all flat owners had made full payment, evidenced by the No Due Certificates issued by the Respondent's office. It was reiterated that, as per RERA laws and Court rulings, the Respondent was bound to provide pending amenities and fix structural defects for 5 years, even after occupation.

23. It was humbly submitted that the Complainants were only asking for the pending/incomplete amenities and the fixing of structural issues/defects. Providing Municipal (Drinking) water was identified as a pending facility.

24. It was respectfully submitted that the Complainant also welcomed an inspection by registered, qualified, and competent authorities appointed by RERA, which would reveal the pending amenities and structural issues mentioned.

25. Concerning the drinking water connection, it was humbly submitted that taking an official connection in the name of another person/builder was incorrect. It was contended that the payment receipt filed by the Respondent did not pertain to the Complainants' building and was filed only to mislead the Authority. It was questioned why the Respondent needed to bargain with another builder (Nookala Mahender Reddy) for the connection. It was asserted that the Respondent had collected the required amount from buyers for this provision and was legally bound to complete this work in coordination with government departments. Denial of clean drinking water was stated as a violation of fundamental rights.

26. Regarding the Sewage Treatment Plant (STP), it was humbly submitted that some equipment was installed only recently, after the RERA case was filed. An inspection by a RERA-appointed agency was welcomed. Several demands regarding the STP were listed:

(i) demonstration of the system's working condition for 60 days as per guidelines;

(ii) a detailed technical diagram;

(iii) GHMC inspection and approval regarding machinery and capacity (130 KLD);

(iv) a list of machinery, vendors, purchase receipts, and warranties;

(v) addressing safety concerns about equipment placement near a car parking space instead of a separate room;

(vi) expressing doubt about the sufficiency and correctness of the allotted space;

(vii) compliance with TSPCB CFE guidelines (separate energy meters, 130 KLD capacity, closed circuit operation).

It was stated that the full flat payment included the provision for STP and drainage, and no extra amount was liable. The Respondent's claim that the Association was avoiding STP delivery due to maintenance costs was stated as incorrect, citing the Minutes of Meeting dated 15th August 2021 as proof of early requests and asserting the Association's readiness to bear costs for compliance.

27. In reply to the point concerning the Supermarket area's structural quality, reference was made to the already submitted report by Mr. Srinivasa Babu, Chartered Engineer, certifying a deviation. It was explained that maintenance charges were collected quarterly from all flats, including the Respondent's claimed supermarket space, at Rs 2.40/- per sq ft, using system-generated bills.

28. Concerning water seepages between expansion joints and terrace cracks/potholes, it was submitted that these issues had been occurring for years and were seen personally by the Respondent. The fixing of trays was deemed not the right solution, and it was stated the Respondent had again committed to fixing the expansion joint seepage. It was submitted that cracks/potholes on the terrace were discovered over the last couple of years, with some residents complaining of roof seepage, and WhatsApp content showing prior intimation to the Respondent was attached. It was argued that such issues naturally appear after usage, the builder was responsible for 5 years, and questioned if GHMC validated against future seepage when issuing the OC.

29. Regarding pending internal flat works, it was stated that while a drive was conducted by the builder's team, no checklist was submitted to the Association, nor was the Association aware of extra commitments. The request was simply for the Respondent to complete the works as committed to individual owners.

30. Concerning Electrical change-over switches, it was submitted as true that installation was pending in some flats, and only these were mentioned. Appointment of a technical person

by RERA was welcomed. It was stated that the Association had carried out this work due to the urgency caused by the load falling on the common meter, and bills were submitted.

31. Regarding the Fire Safety System, it was submitted that it was not completely installed, not in working condition, and no demo was ever shown. Serious safety concerns were expressed, and technical verification by RERA was welcomed. It was questioned whether the NOC certificate clearly mentioned installation in residential blocks versus the clubhouse, and the NOC's 5-year renewal requirement by the builder was noted.

32. Concerning cellar electrical cables, it was respectfully submitted that some cables and trays were still not properly fitted and were low in height, an issue reported multiple times with photos. Technical verification by RERA was welcomed.

33. Regarding plastering and painting, it was submitted that the second coat was not done in the entire building. It was stated that the owners' committee had recently completed painting in a few places, and bills were submitted. Technical verification by RERA was welcomed.

34. Concerning water leakages in Lift head rooms, it was submitted that leakages occurred during the rainy season. It was stated that the doors and windows provided by the Respondent were not properly designed to stop water flow, and the Lift technician had warned of equipment damage. It was stated that the committee had done repairs due to the urgency.

35. Regarding complete building cleanup and the claim for unpaid dues of Rs. 7,50,000/-, it was humbly submitted that the committed cleanup was never done. The claim for dues was stated as entirely wrong, citing the NDCs issued to all flat owners. It was asserted that flat owners had regularly paid maintenance, electricity charges for internal works, and monthly electricity bills to the Respondent, and supporting copies were submitted.

36. Concerning the Common meter Name and Category change, it was submitted that the Respondent was supposed to do this. The Association incurred higher bills due to the commercial category. It was stated the Association was not told about any security deposit and had to pay the required fee to get the category changed as the Respondent was unwilling.

37. Regarding the claim for Clubhouse rent amount, it was submitted that during that period, the Respondent was collecting maintenance, electricity charges, and guest house rents. The Complainant had only asked for the rent amount (approximate, as actuals weren't shared). It was stated the Respondent initially agreed to transfer the amount but later declined.

38. Concerning original documents and the claim for extra work, it was humbly submitted that while bills/warranties for Gym, sports, DG, and property documents were given, those for doors and sanitary fittings were never provided, despite claims of a 100-year door warranty. Door issues had been faced, and failure to submit original documents was termed a serious offence. The Association had no idea about any extra work, nor did owners agree to this claim. The NDCs were cited as proof of no dues. The Respondent's claim was described as an attempt to mislead.

39. In reply to points about parking flooring quality, it was humbly submitted that the law holds the builder responsible for repairs for up to 5 years. It was stated that the parking flooring was indeed damaged, with more expected soon, indicating poor quality. It was claimed the Respondent's team had seen the issue. Technical verification by RERA was welcomed. It was stated the Complainant never asked for extra amenities, tiles, doors etc., and the amount paid included all committed items like Drinking water and STP. The Respondent's claims for unpaid amounts (Rs 2.18 Cr and Rs 7.5L) were stated as baseless, with no prior communication received, and contradicted by the NDCs. These claims were termed an afterthought post-RERA filing. It was submitted that RERA was approached only after discussions proved futile. Delivery of committed facilities was requested. The rest of the counter affidavit averments were denied as incorrect, untrue, and baseless.

40. It was reiterated that the unavailability of Drinking Water, absence of a proper STP, and Water Seepages posed significant risks. In view of the facts, the Complainant prayed that the Hon'ble Authority direct the Respondents to provide the Drinking water connection, STP with a 5-year warranty, rectify all other defects, award costs, and grant any other relief deemed fit.

E. Points to be Determined

41. After considering the facts stated and submissions made by both the parties, the following question rises before this Authority:

I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observations of the Authority:

42. Upon perusal of the facts stated, documents produced, submissions and arguments made by both the parties, this Authority makes the following observations:

43. The present matter pertains to the claims raised by the Complainant Association seeking directions for the completion of pending developmental works in the project, provision of drinking water connection to the apartments in the building, and compensation on account of financial loss and emotional distress allegedly suffered by the allottees. The Authority has carefully examined the contents of the complaint, the reply affidavit filed by the Respondents, the rejoinder, and all documents placed on record by both parties in support of their respective contentions.

44. It has been submitted by the Complainant Association that the Respondents failed to complete the project, leaving it with critical deficiencies. The primary allegations included the lack of essential services like municipal drinking water and a mandatory Sewage Treatment Plant (STP). The Complainant also cited widespread structural defects, supported by photographic evidence, such as an encroached emergency exit, major water seepages, and significant cracks. Further grievances pointed to numerous incomplete finishing works both inside the flats and in common areas, alongside key administrative and financial lapses, including the failure to transfer the common electricity meter and hand over original building documents and warranties. This Authority shall address the grievances, starting with the major ones, the municipal water connection and the STP.

45. In regard to the provision of municipal water connection, the Complainant Association contended that the Respondents failed to provide the municipal water connection to the individual flats. It was asserted that the responsibility to provide this connection rested solely with the Respondent-developer, who had already collected the requisite charges for the same from the allottees as part of the sale consideration.

46. The Complainant further submitted that following a direction from the Authority, a joint meeting was held on 28.06.2025, wherein the issue was brought to discussion yet remained unresolved. The Complainant stated that the Hyderabad Metropolitan Water Supply & Sewerage Board (HMWSSB) had assessed a demand of ₹1,24,74,140 for laying the pipeline to the project, which the Respondent refused to commit to paying. Instead, the Respondent allegedly suggested waiting for the pipeline to be laid under public funds. The Complainant argued that this was a bounded duty of the Respondent and that its absence violated basic living standards.

47. Contending the claim of the Complainant, the Respondents submitted that the failure to provide a municipal water connection was attributable to the Complainant Association itself.

The Respondents stated that an initial application for the connection had been rejected due to a name mismatch. Subsequently, a fresh application was filed by the Association, which resulted in an estimated cost of ₹23.5 lakhs.

48. However, in the given context, this Authority finds it pertinent to refer to Section 11(4)(a) of the RE (R&D) Act, 2016 which reads as follows:

> *The promoter shall— (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be.*

49. This statutory mandate establishes that the Respondent's responsibilities are governed by the terms stipulated in the agreement for sale. An examination of the documentary evidence on record, specifically a Sale Deed dated 13.12.2019 executed between Respondent No. 1 and Mr. Kiran Kumar Reddy Bondugala (an allottee in the project), brings the Respondent's obligation as to the project into light.

50. Paragraph 19 of the said Sale Deed, reads as follows:

> *"The common service like stair-case, drainage, Municipal water facility, electrical installation, corridors, generator, Transformer, bore connection with Motor are to be provided by the Vendor/Developer."*

51. Thus, the above paragraph unequivocally stipulates that the Municipal Water facility is to be provided by the 'Vendor/Developer'. This clause represents a clear and binding contractual commitment. When read in conjunction with the overarching duty under Section 11(4)(a) of the RE(R&D) Act,2016 it becomes evident that the Respondent is legally and contractually bound to provide this essential infrastructure. The Respondent is therefore directed to strictly adhere to the Sale Deed and fulfil all obligations enumerated in it, and shall provide the municipal water connection at their own cost.

52. Now, moving further to the issue of the Sewage Treatment Plant, the Complainant Association submitted that the Respondent failed to install the mandatory STP as per the sanctioned plan. They asserted that the responsibility to provide a fully functional STP rested solely with the Respondent, who had already collected the necessary charges from the allottees.

53. Furthermore, the Complainant stated that the Respondent insisted on an immediate handover of the STP without first demonstrating its proper operation, a proposal the Association refused. They vehemently denied the Respondent's allegation that they were deliberately avoiding the STP's operation to evade running costs, and affirmed their willingness to bear all legitimate monthly expenses once a compliant and functional plant is handed over.

54. In rebuttal, the Respondents contended that the STP had been fully installed. They further claimed to have spent an additional ₹20 lakhs on laying extra drainage pipes for the project.

55. The Respondents countered that it was the Complainant Association that was deliberately not operating the fully installed STP in order to avoid its monthly running cost, which they estimated to be ₹1.5 lakhs. The Respondents stated that they had submitted evidence of communication to support this specific claim.

56. It is noted that the Complainant Association has not disputed the existence of the installed STP but has primarily contended that the same is not presently functional.

57. Having regard to the above, this Authority observes that the statutory obligation of the Promoter under the Act extends to the provision and installation of essential amenities and services as committed in the sanctioned plans and agreements. Once the STP has been installed and formally handed over to the Association upon the issuance of the Occupancy Certificate and completion of the project, the responsibility for its day-to-day operation, maintenance, and functionality shifts to the Association of Allottees.

58. Therefore, as the Respondent has already installed and handed over the STP, the Authority holds that it is incumbent upon the Complainant Association to ensure that the said facility is made operational and maintained in a functional condition. However, the Respondent shall extend technical support, if required, for initial operational guidance or rectification of any genuine installation-related defects, within the statutory defect-liability period of five years as envisaged under Section 14(3) of the RE(R&D) Act.

59. With respect to the issue of structural defects such as water seepage arising from the expansion joints between the three floors, potholes and cracks on the terrace and clubhouse floors, etc., as raised by the Complainant Association, this Authority has carefully examined the pleadings, documents, and materials placed on record. The Complainant has alleged that such deficiencies indicate lapses in structural stability and workmanship, resulting in recurring

problems that compromise the safety, durability, and habitability of the building. The Respondent, however, has categorically denied these allegations and contended that the project was executed strictly in accordance with the sanctioned plans and prescribed quality standards. It is further submitted that the competent authority issued an Occupancy Certificate on 15.03.2022, after due inspection of the premises, which indicates compliance with statutory construction norms.

60. Upon consideration, this Authority notes that Section 14(3) of the Real Estate (Regulation and Development) Act, 2016 imposes a continuing statutory obligation upon the promoter to rectify any structural defects or defects in workmanship, quality, or provision of services that are brought to their notice by the allottee or the association of allottees within a period of five years from the date of handing over possession. In the present case, since the Occupancy Certificate was obtained on 15.03.2022, any such defects reported within five years thereof squarely fall within the ambit of Section 14(3) of the RE(R&D) Act. This provision is a salutary measure aimed at safeguarding allottees against latent construction deficiencies and ensuring the long-term structural soundness and habitability of the building.

61. Consequently, even though the Respondent has denied the existence of such defects, the statutory liability to rectify any structural deficiencies that may be established during the defect liability period continues to rest with the promoter. It is therefore incumbent upon the Respondent to duly attend to and rectify, at their own cost, any legitimate structural issues such as defects in expansion joints or seepage through structural elements, within thirty (30) days of such defects being brought to their notice. However, with regard to minor issues such as potholes, cracks due to surface wear, and repainting requirements that have arisen after three years of occupation, the same are attributable to ordinary wear and tear associated with regular usage and maintenance. The Association cannot, at this stage, seek rectification of such non-structural issues under the scope of Section 14(3). Nevertheless, the Respondent is directed to inspect and, if necessary, carry out rectification of structural defects raised by the Complainants, if any, affecting the integrity of the building.

62. With respect to the allegations concerning pending internal works within individual flats, such as non-installation of certain fittings, fixtures, or minor finishing works, this Authority observes that such issues pertain to the condition of the respective units at the time of taking possession. The individual allottees are required to inspect and verify the flat prior to

or at the time of possession and raise any objections regarding incomplete or defective work immediately thereafter.

63. Hence, after a considerable lapse of time following possession and occupation, it is not open to the allottees to raise grievances relating to minor internal works or finishing deficiencies, as these fall within the domain of individual due diligence at the time of handover. Accordingly, the claims regarding alleged incomplete or pending internal works are not sustainable at this stage and are therefore dismissed.

64. Moving further, with respect to the allegation that the electrical cables in the cellar were not properly installed in cable trays or that the trays were fixed at a low height, this Authority observes that such matters pertain to construction quality and safety standards which ought to have been verified by the individual allottees or the Association at the time of taking possession.

65. It is also noted that the Occupancy Certificate (OC) for the project was issued by the competent authority on 15 March 2022, subsequent to which possession was taken by the flat owners and the Association. The Complainants have submitted an independent inspection report prepared by a third-party valuer; however, as the said inspection was conducted unilaterally without notice to or participation of the Respondents, this Authority finds that the report cannot be relied upon as conclusive evidence of the alleged defects.

66. Considering that more than three years have elapsed since possession and no such grievances were raised during or immediately after handover, these issues now fall within the realm of post-occupancy maintenance and cannot be entertained at this stage. Accordingly, this claim does not merit further consideration.

67. With respect to the allegation that the Fire Safety System has been only partially installed and is not in conformity with prescribed safety standards, this Authority observes that the Respondents have placed on record a copy of the No Objection Certificate (NOC) issued by the Telangana State Disaster Response and Fire Services Department dated 09.03.2022, which confirms compliance with the fire safety requirements as verified by the competent authority at the time of inspection.

68. Once such certification has been duly issued by the concerned department, this Authority cannot sit in appeal over the technical findings of that specialised authority. If the Complainant Association still entertains apprehensions or identifies any deficiencies in the

functioning or maintenance of the fire safety systems, it is at liberty to approach the Fire Services Department for appropriate inspection and remedial action in accordance with law.

69. Accordingly, this Authority finds no reason to issue further directions on these aspects, except to observe that the Association may undertake such maintenance works periodically in the ordinary course of management.

70. With respect to the grievance regarding the change of name and category of the common electricity meter, this Authority notes that the Respondents have already submitted on record that the name of the common electricity meter has been changed to that of the Complainant Association. No contrary evidence has been produced by the Complainant to disprove the same. Accordingly, this issue stands resolved, and no further directions are required on this aspect.

71. With respect to the Complainant's claim regarding the alleged pending payment of ₹1,50,000/- towards the use of the clubhouse and guest facilities, this Authority is of the considered view that such a claim pertains to a purely mutual understanding between the parties and does not arise out of any violation of the provisions of the Real Estate (Regulation and Development) Act, 2016. Accordingly, this Authority is not the appropriate forum to adjudicate upon such monetary claims. The Complainant is at liberty to pursue appropriate remedies before a competent forum, if so advised.

72. With respect to the allegation that the Respondents have not handed over the original building documents and warranty copies for equipment, fittings, and installations, this Authority observes that such a responsibility squarely falls upon the promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016. Section 17(2) of the Act clearly stipulates as follows:

> *"After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:*
>
> *Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate."*

73. In light of the above statutory mandate, this Authority holds that it is the obligation of the Respondents to hand over all requisite project-related documents, including building plans, approvals, layout drawings, equipment manuals, warranty certificates, and other relevant records pertaining to the common areas and amenities, to the Association of Allottees. This ensures transparency, accountability, and the association's ability to maintain and manage the property effectively after possession.

74. Accordingly, the Respondents are directed to hand over all such necessary documents and records relating to the project to the Association of Allottees, if not already done, within a period of 15 days from the date of this Order.

75. With regard to the Respondents' contention that an amount of ₹2,18,80,840/- (Rupees Two Crores Eighteen Lakhs Eighty Thousand Eight Hundred and Forty only) and ₹7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) is allegedly outstanding from the flat owners and the Complainant Association, this Authority finds no substantiation for such a claim on record. The Respondents have not produced any documentary evidence such as demand notices, invoices, correspondence, or acknowledgment from the allottees to establish that such amounts were indeed due or demanded within a reasonable time.

76. On the contrary, the Complainant Association has placed on record copies of No Dues Certificates (NDCs) issued by the Respondents to individual allottees at the time of parking allotment and possession. The issuance of such NDCs clearly indicates that the Respondents had acknowledged full and final settlement of all financial obligations by the respective allottees at that stage. Once such certificates are issued, the Respondents cannot subsequently claim additional amounts purportedly towards "extra work" or "enhanced material cost," as doing so would defeat the finality and would be contrary to the representations already made to the allottees.

G. Directions of the Authority

77. This Authority, by virtue of the powers vested under Sections 37 & 38 of the RE(R&D) Act, 2016, proceeds to issue the following directions:

i. The Respondents are directed to ensure the provision of Municipal (drinking) water connection to the project "Ketrish Landmark Apartments" in compliance with Paragraph 19 of the Sale Deed and with Section 11(4)(a) of the RE(R&D) Act, 2016. The Respondents shall take all necessary steps within 10 days from the date of this order to coordinate with the concerned departments and complete the connection work at their own cost.

ii. The Respondent–promoter is directed to, within a period of forty-five (45) days from the date of this order, undertake and complete rectification, at their own cost, of the structural defects, if any, alleged by the Complainant Association in compliance with Section 14(3) of the Real Estate (Regulation and Development) Act, 2016.

iii. The Respondents are hereby directed to hand over all pending original warranty documents pertaining to common area equipment and installations to the Complainant Association within 15 days from the date of this order.

iv. Failure to comply with the above direction shall attract proceedings under Section 63 of the RE(R&D) Act, 2016.

78. The complaint at hand is disposed of accordingly. No order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Dr. N. Satyanarayana, IAS (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson,**
TG RERA	**TG RERA**	**TG RERA**