

EFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 14th November 2025

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

Complaint No. 981/2023

- 1. Sri Chenreddy Srinivas Reddy**
(R/o Villa no. 174, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 2. Smt. Billa Bhagyalaxmi**
(R/o Villa no. 04, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 3. Sri P.S.Mohendra**
(R/o Villa no. 166, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 4. Smt B Indira**
(R/o Villa no. 12, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 5. Sri K Chandrapal Reddy**
(R/o Villa no. 08, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 6. Smt. H.Anuradha**
(R/o Villa no. 135, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 7. Sri Nardas Sandeep Kumar**
(R/o Villa no. 153, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 8. Sri Palwai Randheer Reddy**
(R/o Villa no. 188, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 9. Sri N Seetharam Reddy**
(R/o Villa no. 168, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 10. Sri Kunduru Srikanth Reddy**
(R/o Villa no186, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)
- 11. Sri Naga Srinivas**
(R/o Villa no. 178, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

12. Mekala Bhaskar Reddy

(R/o Villa no. 219, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

13. Sri Kalli Bala Parameshwaram

(R/o Villa no. 173, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

14. Sri Raj Kumar

(R/o Villa no. 177, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

15. Sri Jonnalagadda Sridhar

(R/o Villa no. 11, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

16. Sri Meka Shilpa

(R/o Villa no. 127, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

17. Sri Vijay Bhattar

(R/o Villa no. 145, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

18. Sri PTR Triveni

(R/o Villa no. 145, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

19. Sri Goparaju Sukanya

(R/o Villa no. 165, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

20. Sri Vandnapu Raghu

(R/o Villa no. 151, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

21. Sri Jeedipalli Deepika

(R/o Villa no. 31, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

22. Smt. Sridevi Cheerla

(R/o Villa no. 158 Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

23. Sri k Srinivas

(R/o Villa no. 07, Golden Leaves Villas, Fatullaguda, Nagole, Hyderabad – 500068)

...Complainants

Versus

1. M/s. Devis Homes Private Limited

(Rep by its Managing Director Smt. M. Girija Reddy R/o H.No.3-4-529-1/1, Lingampally, Street no.1, Naryanaguda, Hyderabad, Telangana- 500027)

2. Smt. M Girija Reddy

(R/o H.no.412, Road no.22, Jubilee Hills, Hyderabad - 500033)

3. **Sri Santosh Kumar Singh**
(R/o 12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Medchal Malkajigiri District)
4. **Smt. Parvathi Devi**
(W/o. Late Bhansi Bahadur Singh, Aged about 81 years, Occ: House Wife, R/o. 12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Medchal Malkajigiri District.)
5. **Asha Devi**
(D/o. Late Bhansi Bahadur Singh, Aged about 56 years, Occ: Household, R/o. 12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Medchal Malkajigiri District)
6. **Usha Devi**
(D/o. Late Bhansi Bahadur Singh, Aged about 42 years, Occ: Household, R/o. 12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Medchal Malkajigiri District.)
7. **Smt. Panna Devi**
(W/o. Late Uma Shankar Singh, Aged about 70 years, Occ: House wife, R/o. 17/432/1, Narendra Nagar, Near Hanuman Mandir, Rewa, Madhya Pradesh- 486001)
8. **Sri. Sudhir Kumar Singh**
(S/o. Uma shanker Singh, Aged about 43 years, Occ: Business, R/o. 17/432/1, Narendra Nagar, Near Hanuman Mandir, Rewa, Madhya Pradesh - 486001.)
9. **Ajay Kumar Singh**
(R/o 1-1-512, Mohan Nagar, Kothapet Hyderabad- 500035)
10. **Smt. Shanthi Devi**
(W/o. Late Kailashnath Singh, Aged about 68 years, Occ: House wife, R/o. 9-140, Hanuman Nagar, Peerjadiguda Katta, Uppal Mandal, Medchal Malkajigiri District.)
11. **Sri. Deenanath Singh**
(S/o. Late Harishankar Singh, Aged about 62 years, Occ: Business)
12. **Smt. Renu Singh**
(W/o. Late Prem Sagar Singh, Aged about 53 years, Occ: House wife)
13. **Sri. Balaji Singh**
(S/o. Late Prem Sagar Singh, Aged about 28 years, Occ: Business)
14. **Sri. Shivaji Singh**
(S/o. Late Prem Sagar Singh, Aged about 26 years, Occ: Student)
15. **Sri. Raman Singh**
(S/o. Late Prem Sagar Singh, Aged about 25 years, Occ: Student, Respondents No.11 to 15 are R/o. Karahan Village, Mau District, Uttar Pradesh)
16. **Smt. Usha Singh**

(W/o. Late Prathap Narayana Singh, Aged about 61 years, Occ: House wife, R/o. 11-13-8, F.No.404, Prashanth Towers, Alkapuri Colony, Hyderabad)

17. Sri. Rajmohan Singh

(S/o. Late Vishnu Shankar Singh, Aged about 63 years, Occ: Business, R/o. 12-1-38/1, ChelmaBavi Residency, Fathullaguda Village, Nagole, Hyderabad.)

18. Sri. Madan Gopal Singh

(S/o. Late Vishnu Shankar Singh, Aged about 61 years, Occ: Business, R/o. 12-1-38/1, ChelmaBavi Residency, Fathullaguda Village, Nagole, Hyderabad)

19. M/s Golden Leaves Villa Owners Mutually Aided Co-operative Maintenance Society Limited

(rep by Chairman/Secretary Sri Sai Srinivas, Office at club house, Golden Leaves, Sahadev Singh Nagar, Jaipuri Colony, Fatullahguda, Near Nagole, Fatullahguda(V), Uppal(m), Medchal-Malkajgiri District, Telangana - 500068)

...Respondents

Complaint No. 1901/2023

M/s Golden Leaves Villa Owners Mutually Aided Co-operative Maintenance Society Limited

(rep by Chairman/Secretary Sri Sai Srinivas, Office at club house, Golden Leaves, Sahadev Singh Nagar, Jaipuri Colony, Fatullahguda, Near Nagole, Fatullahguda(V), Uppal(m), Medchal-Malkajgiri District, Telangana - 500068)

...Complainant

Versus

M/s. Devis Homes Private Limited

(Rep by its Managing Director Smt. M.Girija Reddy R/o H.No.3-4-529-1/1, Lingampally, Street no.1, Naryanaguda, Hyderabad, Telangana- 500027),

...Respondent

The present matters filed by the Complainants came up for hearing before this Authority in the presence of Sri Narendra Reddy, learned counsel for the Complainants in Complaint No. 981/2023; Sri L. Ravi Kumar and Sri S. Ajay Kumar, learned counsel for the Complainant in Complaint No. 1901/2023 and for Respondent No. 18 in Complaint No. 1901/2023; and Sri M. Purushothama Charyulu, learned counsel appearing for Respondents No. 1 and 2 in the captioned complaints. However, Respondents No. 3 to 18 in Complaint No. 981/2023, despite due service of notice, failed to:

2. The present Complaints have been filed by the Complainants 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 Respondents. As the issues raised in both complaints are substantially similar and arise out of the same project and developer entity, the matters were clubbed and heard together for the purposes of adjudication. The Authority hereby passes the following **COMMON ORDER**:

A. Brief facts of the Complainants’ Case (Complaint No. 981/2023):

3. The Complainants submit that they are purchasers and occupants of various villas in the project known as “Golden Leaves Villas” situated at Sri Sahadev Singh Nagar, Fathullaguda, Nagole, Uppal Mandal, Medchal–Malkajgiri District. They state that the project was developed by Respondent No.1, M/s Devis Homes Pvt. Ltd. (represented by Respondent No.2), under a Registered Development Agreement-cum-Irrevocable GPA dated 29.11.2017 executed with Respondents 3 to 18 (landowners). Pursuant to the said agreement, Respondent No.1 obtained the requisite permissions from GHMC and secured project registration from this Authority under Registration No. P02200000428.

4. The Complainants further submit that, as per the registered Development Agreement - cum - G.P.A., Agreement of sales & the respective registered sale deeds in favour of the complainants, there is a specific recital that the Developer i.e., Respondent No.1, after completion of the project in all aspects, has to form a society with the villa owners / purchasers and get it registered under appropriate law in force and shall maintain the common amenities for 2 years as per clause 13 of the registered sale deeds of complainants and in particular the Complainant No.1. Since the Respondent No.1 being the developer failed to form the society and get it registered and also failed to provide and maintain the common amenities as agreed, the occupants of the Villa Community have themselves formed the society and got it registered under Telangana Mutually Aided Co- Operative Societies Act, 1995 under the name and style of "Golden Leaves Villa Owners Mutually Aided Co-Operative Maintenance Society (GLVOMACMS)" vide registration No.TS/MLKG/MACS/2022-44/FOW & M in the month of August 2022 with specific bye-laws and subsequently elections were held for the said society on 16-10-2022 as per the bye-laws and elected 18 members as Directors of the Respondent No.19 (society).

5. The Complainants further submit that, prior to registration of the society, since the Respondent No.1 & 2 were delaying to provide common amenities, an ad-hoc body was formed under the president ship of Mr. Janardhan Reddy (Villa No.84) to co-ordinate with the Respondent No.1 & 2 in getting the pending amenities provided and pending works completed at an earliest, but the ad-hoc body too failed to get the works done by Respondent No.1 & 2 who did not complete most of the common amenities even now, besides the Respondent No.1 & 2 got the partly completed common amenities maintained through the ad-hoc body and the said ad-hoc body by ignoring their responsibility and in connivance with the Respondent No.1 & 2 maintained the partly completed common amenities without any authority or consent of the occupants who formed the ad-hoc body, and to avoid all these disturbances/discrepancies, the occupants themselves formed the society and got it registered. It is the obligation of the Respondent No.1 & 2 to maintain the society till the society is registered and handover the project to the society as such the Respondent No.1 & 2 got maintained the society through Ad-hoc body and after registration of society, it is the duty and responsibility of Respondent No.1 & 2 to deposit an amount of Rs.2,32,00,000/- as Corpus Fund collected from the villa owners @ Rs.1,00,000/- each into the account of the society either individually or in consultation with the Respondents 3 to 18 but not deposited the same so far, besides the Respondent No.1 & 2 are claiming the amount spent for maintenance during the tenure of Ad-hoc body, and the duly elected Board of Directors of the Respondent No.19 who are in hand in glove with the Respondent No.1 & 2, are collecting the maintenance from January 2022 @ Rs.12,00,000/- per month even though the Society was registered in the month of August 2022 and the Governing Body was elected in the month of October 2022, and kept an amount of Rs.51.00 lakhs equivalent to the amount said to have been spent by Respondents 1 & 2 in Fixed Deposit as corpus fund with Canara Bank, Bandlaguda branch, from out of the maintenance amount collected from January 2022 without any authority just to facilitate the Respondent No.1 & 2 to deposit the balance of corpus fund which act of the Respondent No.19 is unlawful and against the cooperative principles.

6. The Complainant further submit that, the elected directors of Respondent No.19 have to act in the interest of the society as per bye-laws, but they too in collusion with Respondent No.1 & 2 are taking hasty decisions and collecting the maintenance charges from January 2022 ignoring the development agreement, registered sale deeds of the Complainants and the bye-laws, wherein, it is specifically mentioned that the members shall contribute the maintenance amount from the date of registration of the society. Moreover the elected Directors being the

representatives of Respondent No.19 have not called the general body meeting to decide and to pass a resolution with regard to the collection of maintenance and quantum, and they are unilaterally and high handedly collecting huge maintenance amount from the members in contra to the actuals and they have no authority to collect maintenance prior to registration of the society as the society is not in existence prior to October 2022, and the directors of Respondent No.19 have to collect the maintenance as per clause 12 (5, 6& 7) of the bye-laws, as per clause 33 of the Development Agreement and clause 8 of the registered sale deed executed in favour of the Complainant No.1 for which the complainants reserve their right to take separate course of action before appropriate forum.

7. The complainant further submits that the directors of the respondent no.19 have been elected by the due process of law and its almost 10 months have been lapsed so, far no steps have been taken to get the corpus fund deposited into the account of the society by the Respondent No.1 & 2 who is the builder, Respondents 3 to 18 who are the land-lords jointly and severally and the society is losing the amount by way of interest around about Rs.1.5 lakhs per month, for which there is no explanation as to what steps have been taken by the executive body against Respondent No.1 & 2 the builder, Respondents 3 to 18 the land lords, besides claiming that an amount of Rs.51lakhs have been kept in fixed deposit towards corpus fund from out of the maintenance amount collected from the members of the society which is not correct and it is the Respondent No.1 & 2 to deposit from its account to the society account and the act of the directors of Respondent No.19 is purely hand in glove with the Respondent No.1 & 2 which is causing loss to the society. It is further submitted that, the directors of Respondent No.19 without any authority or approval of the general body are eager to collect the maintenance charges from January 2022 ignoring that the society is being registered in the month of August 2022 and the 18 directors of Respondents No.19 have been elected by due process of law in the month of October 2022 and it is utter failure on the part of the elected directors of Respondent No.19 in addressing the problems of the society members, hence the complainants forced to file the present complaint.

8. The Complainants further submit that, the society is facing lot of problems with street dogs, and monkeys due to failure of common solar fencing over the common compound wall. At no point of time the solar fencing did work properly from the date of installation which will be under warranty, but neither the Respondent No.1& 2 nor the Respondent No.19 did not bother to get it rectified under warranty, besides spent amount from the funds of the society to get it functional without the approval of general body, but even then, the solar fencing is not functional

due to which the menace of Dogs and Monkeys could not be controlled. It is the obligation of the Respondent No.1 & 2 being the Developer and Respondents No.3 to 18 being the land lords to get the solar fencing functional and also reimburse the amount spent by the society.

9. The Complainants further submit that, the Complainants and other members of the society have invested huge amounts for purchasing their respective Villas and got the interiors therein and a bad experience is in the year 2020, when the substandard west side compound wall collapsed due to rain and heavy water flooded into the villas causing heavy loss to moveable properties of some of the members. Since then, the members are demanding for construction of RCC structured compound wall on the west and southern side because the threat persists on every monsoon and after much persuasion, the Respondent No.1 & 2 had constructed RCC structured compound wall in part on the Western side and ignored the construction of RCC constructed compound wall on the southern side and the Respondent No.19 is under obligation to take steps against the Respondent No.1 & 2, but not showing any interest which they are showing on collection of maintenance amount. If anything happens in near future due to substandard compound wall on southern side, there is every threat of loss to the property of the members including some of the Complainants which is to be taken care by Respondent No.1 & 2 by constructing RCC compound wall on southern side of the community.

10. The Complainants further submit that, the Respondent No.1 has issued a Brochure while commencing the project wherein they offered to give amenities like A.C. guest rooms, A.C. gymnasium, library, yoga and meditation, volleyball court, badminton court, association office, children/s play area, super market, banquet hall, swimming pool and Spa, party lawns, Jacuzzi & sauna and Doctor consultant and collected Rs.6,00,000/- from each member towards amenities. Out of the amenities specified in the brochure, the Respondent No.1 & 2 have not provided library, yoga and meditation centre, volleyball court, badminton court, association office, proper swimming pool and Spa, party lawns, Jacuzzi & sauna, Doctor Consultation room. Prior to formation of the society, the complainants along with the other members of the society have asked the Respondent No.1 & 2 to complete all the amenities but with a deaf ear the Respondent No.1 did not come forward to complete the pending amenities besides the Respondent No.1 said that they have got time till March, 2024 as per RERA. After the society came to existence, the complainants and other members have asked the Respondent No.19 and its directors to get the pending amenities done by Respondent No.1 & 2 but the Respondent No.19 society who are in hand in glove with Respondent No.1 & 2 are not taking any steps to get the pending amenities provided with which the residents of the society are not in a position to enjoy the amenities even

though every Villa owner has paid Rs.6,00,000/- towards amenities to the Developers/Landlords respectively, thus Respondent No.1 & 2, Respondents 3 to 18 jointly and severally are liable to provide the pending amenities or else reimburse the cost of the pending amenities which is around Rs.3,00,00,000/- (Three Crores).

11. The complainants further submit that, Respondent No.1 & 2 being the builder/developer, Respondents 3 to 18 being the landlords have collected Rs.1,00,000/- each from 232 villa owners towards corpus fund contribution and the total amount of Rs.2,32,00,000/- is to be deposited to the account of the society soon after its formation. The Respondent No.19 society was registered in the month of August, 2022 and a regular governing body is being elected in the month of October, 2022 and to the knowledge of the complainants, the Respondent No.1 & 2 paid Rs.40,00,000/- only towards corpus fund and neither Respondent No.1 & 2 nor the Respondents 3 to 18 did not bother to pay Rs.1,92,00,000/- corpus fund to the society, and the Respondent No.19 society is least bothered to get the corpus fund deposited by Respondent No.1 & 2, Respondents 3 to 18 thereby the Respondent No.19 society is losing Rs.1,50,000/- per month towards interest over the fixed deposit of the corpus fund which would have made. It is fact that, in the month of November 2022 there was joint meeting of the representative of Respondents 1 & 2 Sri.M.Jagan Mohan Reddy and Respondent No. 9 who is one of the land lords and representative of other land lords with Boards of Directors of the society, in which both the representative of Respondents 1 & 2 Sri.M.Jagan Mohan Reddy and Respondent No. 9 agreed and acknowledged to pay the corpus fund fully by 31st December 2022 but failed to do so as on today and the Respondent No.19 also failed to get it done.

12. The Complainants further submit that, the Respondent No.1, has provided a 3-00 lakh liter capacity underground water sump for bore water for 24/7 water supply and a 1-00 lakh liter capacity underground water sump for municipal water supply as per feasibility in the community, but the directors of Respondent No.19 unilaterally and without taking the issue to the general body, stalled the 24/7 bore water supply and giving the municipal water for 3 hours in the morning and 1 or 2 hours in the evening and even after questioning by residents of the community, the directors of Respondent No.19 are very callus and reluctant to resolve the issue. The system of water supply is worst and even the slums are far better than the villa community where the members have purchased the villas by spending huge amounts. As per the version of the Respondent No. 19, the complainants came to know that the water pipe line for supply of Bore water alone is in order and municipal water pipe line is not in order as such municipal water is being released in the pipe line of bore water and the 24/7 bore water could not be released. In

such a situation, the Respondent No.1 & 2 have to rectify the defect but not doing and the directors of Respondent No.19 did not bother to get it done.

13. The complainants further submit that, the Respondent No.1 had built the Swimming Pool in an area left as open space in the sanction plan as per municipal norms which is other than the area specified in the brochure and there is no drain channel around the pool with which the over flow water from the pool and the spitting of the swimmers is flowing into the pool which is not hygienic. This issue was taken to Respondent No.1& 2 but they are of deaf ear.

14. The complainants further submit that, there is an area earmarked as Amenities II in the approved layout which is to be used to provide promised amenities by Respondent No.1& 2, but the Respondents 1 to 18 are claiming Amenities II area as their own property. The Amenities II area is part and parcel of the gated community as per the municipal sanctioned lay out, and the Respondent No.1 and Respondents 3 to 18 have collected Rs.6,00,000/- from each of their respective buyers and the Respondents 1 to 18 in collusion with each other are now trying to knock away the Amenities II area wherein the pending amenities are to be provided in this area.

15. The complainants further submit that, in this connection, the Complainant No.1 had got issued a legal notice dated 13-02-2023 to Respondent No.1, 8, 9, 19 & its directors, but none of them responded except Respondent No.1 who got issued a reply notice dated 13-03-2023 denying the claim of the Complainant No.1 to evade its liability, while admitting that Respondent No.1 maintained the society till October 2022 and then handed over the project to Respondent No.19. This admission of Respondent No.1 clearly shows that they maintained the society till Oct. 2022, but the directors of Respondent No.19 are high handedly collecting the maintenance from January 2022 with the only intention to misuse the funds against the objectives of the society, without any budget proposals and approvals of general body and the members like the Complainants who have not heeded the illegal demand of the directors of Respondent No.19, are being humiliated by terming as Defaulters, Parasites, etc.,

16. The complainants further submit that, since the Respondent No.19 is not taking any steps against the builder i.e., Respondent No.1 & 2 and the landlords i.e., Respondents 3 to 18 and the executive committee of Respondent No.19 is in hand in glove of the Respondent No.1 & 2 as explained in the above paras, as such the complainants in the interest of society and its members filed the present complaint.

B. Relief(s) sought by the complainants of 981/2023:

17. The Complainants pray for the following reliefs:

- a. To direct the Respondent No.1 & 2 being the builder/developer, Respondents 3 to 18 being the land lords jointly and severally to provide pending amenities like library, yoga and meditation, volleyball court, badminton court, association office, proper swimming pool and Spa, party lawns, Jacuzzi & sauna, Doctor consultation room and in default to reimburse Rs.3 crores towards the cost of pending amenities.
- b. To direct the Respondent No.1 & 2 being the builder/developer, Respondents 3 to 18 being the land lords jointly and severally to deposit balance amount of Rs.1,92,00,000/- into the account of the Respondent No.19 society towards corpus fund.
- c. To direct the Respondent No.1 & 2 being the builder/developer, Respondents 3 to 18 being the land lords jointly and severally to get the solar fencing over the common compound wall of the community functional to restrict/control the menace of Dogs and Monkeys
- d. To direct the Respondent No.1 & 2 being the builder/developer, Respondents 3 to 18 being the land lords jointly and severally to re build the southern side common compound wall with RCC structure to avoid predicted threat of collapse due to rains.
- e. To direct the Respondent No.1 & 2 being the builder/developer, Respondents 3 to 18 being the land lords jointly and severally to bring the water supply pipe lines into order and so that 24/7 water supply is restored.
- f. To declare the Amenities II area earmarked in the sanctioned lay out within the community belongs to the society.

C. Brief of facts submitted by the Complainant 1901/2023:

18. The Complainant submits that it is a society registered under the provisions of the Telangana Mutually Aided Co-Operative Societies Act, 1995 with Registration No. TS/MLKG/MACS/2022-44/FOW & M in RS.No.3601339-1341, with the Registrar of the Mutually Aided Co-operative Societies, Medchal-Malkajgiri District. The Society has been formed by the owners of the Villas under the name and style of "GOLDEN LEAVES VILLAS" as a gated community and the said gated community comprising of 232 Villas of different sizes and designs is situated on "All that the land in Sy.No.18 Part, 19, 20, 21, 22, 23 Part and 24, admeasuring to an extent of Ac.20-03 guntas, situated at Sri Sahadev Singh Nagar, Fathullaguda Village, Nagole, Uppal Mandal of Medchal-Malkajgiri District of Telangana., The Society consists of registered Villa Owners as its members. The Society has framed its Bye-laws and

functions in accordance with the same and as per the said Bye laws, the Secretary is responsible to the day to day activities and in particular he is responsible to institute, prosecute and defend suits and other proceedings in which the Society may be involved and as per the elections conducted/declared and also presently the society is represented by their Secretary Sri. Shobanam Sai Srinivas and he, being the Secretary, is authorized by the bye-laws to represent the Society and sign on their behalf and to institute, prosecute the present proceedings against the Respondent. The copy of the Bye-Laws of the Complainant is filed herewith as Document No.1. contents of the same may be read as part and parcel of this Complaint.

19. The Complainant respectfully submits that its members viz., 232 in number are the registered Villa Owners of the villas in "GOLDEN LEAVES VILLAS" as stated above and the said. community is developed by the Respondent under a Registered Development Agreement Cum Irrevocable General Power of Attorney (herein after called as the DAIGPA) executed by the Land Lords viz., Sri. Santosh Kumar Singh and 17 others on one side and the Respondent Viz., M/s Devis Homes Private Limited, rep by their Managing Director Smt. M.Girija Reddy, being the Promoter/Developer on the other side. The terms and conditions of the said DAIGPA binds the roles and responsibilities of the Land lords and the Developer, the Respondent herein.

20. The Complainant submits that the Respondent has informed them that they have registered the above said project under the DAIGPA states supra, with this Hon'ble Authority under Section 4 of the Real Estate (Regulation and Development) Act, 2016, P02200000428. While registering the project with this Authority vide under the Act, it is presumed that he had submitted all the necessary particulars as prescribed under Section 4 of the RERA.

21. The Complainant most respectfully submits that the Respondent had circulated a brochure, however claiming that the same is not a legal offering, containing the overall specifications of the project. A copy of the said brochure is filed as Document No.4 and the contents of the same may be read as part and parcel of this Complaint. The apportionment of the Villas as per the agreed ratio between the Landlords and the Promoter/Developer is also recorded in the DAIGPA. As per the said document, and as per the agreed ratios', the Respondent was allotted 132 Villas to their share (and 3 villas gone under road widening) and the rest of the 100 Villas were apportioned between the Land Lords as per their respective share in the land owned by them. The Common areas and the amenities of the entire project were to ultimately vest in the Society that would be formed with the owners of the respective villas. Similarly, the Promoter/Developer is bound to complete the entire project as promised in the DAIGPA,

Brochures and the independent Agreements of Sale and the Sale Deeds entered into with the buyers and ultimately registered in their favour by Sale Deeds.

22. The Complainant submits that the Promoter/Developer had obtained Building Permit Order in File No.47553/26/10/2015/HO and Permit No.53438/HO/EZ/Cir-03/2016 dated 21-02-2018 and the same are filed along with the sanctioned Plan of the entire project viz., "GOLDEN LEAVES VILLAS". The Contents of the said documents may be read as part and parcel of the complaint to enable the details as to the permits and plans sanctioned and if a comparative study made on the physical ground, it would enable the Authority to assess the deviations and shortfalls made/committed and deliberately avoided by the Promoter/Developer. The Copies of one the list of the owners of Villas are filed herewith as Documents of the registered Sale Deed, the Occupancy Certificates (3 No's) and No.7, 8 and 9 and the contents of the same may be treated as part and parcel of this Complaint for better appreciation of the facts in the right perspective.

23. The Complainant submits that the Promoter/Developer has cajoled each of the prospective buyers (now owners of the Villas) into buying the Villas and has failed to abide by the promises made thereafter and has in a way abandoned the project "GOLDEN LEAVES VILLAS" without completing the same in many aspects and has in fact also failed to deposit the entire Corpus Fund (Rs.132 lakhs or Rs.1.32 Crores) collected from the owners of the Villas that fell to their share and sold by them. He claims to have repaid the same in its entirety to the Society, while the same is disputed by the Society. The dispute with respect to the shortfalls in providing/completing the amenities and other facilities and the shortfalls in the payment of the Respondents' share corpus fund collected from the owners of Villas sold by them etc., would be explained in a little more detail in the coming up paragraphs.

24. The Complainant submits that as per the DAIGPA, the Agreements of Sale followed by the Sale Deeds of the respective owners, it would come to the fore that the Promoter/Developer has to form a Society of the owners under an appropriate law after the completion of the project in its entirety and shall maintain the common amenities till the formation of such an Association/Society. The fact that the Promoter/Developer failed to form a society ipso facto shows that they had abandoned the project in ways more than one. Since the project was getting delayed abnormally, an Ad-hoc Committee of the owners was formed by the villas owners to take care of various issues with the builder viz., maintenance of the society, collection of the Promoter/Developer as well as the Land lords, completion of the corpus fund- both from the project fully and co-ordination with the Promoter/Developer etc., The Promoter/Developer had

threatened to leave the project in the middle if the owners would not cooperate and further that he would nor deposit the Corpus Fund with the Society. To settle the issues smoothly with the Promoter/Developer, the Ad-hoc committee that was formed even before the registration of the Society viz., the Complainant, tried to get things done by the Promoter/Developer but despite their efforts, it did not yield any positive result.

25. The Complainant submits that a perusal of the documents filed would bring to the fore that it was the duty imposed on the Promoter/Developer to maintain the entire project till a society was formed. In the case on hand, as stated supra, the Promoter/Developer, for the best reasons known to them, did not get an Association/Society formed. maintaining the project in all ways is on the Promoter/Developer. Therefore, the onus of Due to the noncompliance of the terms and conditions of sale by the Promoter/Developer and to save the project from further troubles, the owners of the villas have formed a Society and got it registered under the Telangana Mutually Aided Cooperative Societies Act, 1995 as stated above and elections to the said Society were held on 16-10-2022 and 18 directors were elected to manage the affairs of the Society with a governing body consisting of the Chairman, Vice-Chairman, Secretary, Joint-Secretary and Treasurer. In the above backdrop of events that were informed to the Promoter/Developer and which fact is well known to him, he ought to have completed the pending works and deposited all the Corpus Fund into the Society's Account. They miserably failed to do so. One Sri. M. Jagan Mohan Reddy, the director of the Respondent was taking care of the entire issues along with their Mg. Director and they both were involved in the day to day affairs of the Respondent. As stated above, the Promoter/Developer was liable to maintain the project from January 2022 to October 2022 since the Society had its elections and had directors and governing body from October 2022. The Promoter/Developer had paid a sum of Rs.51 lakhs and odd during the above period and they claim that it is part of the Corpus Fund monies. However, the Complainant submits that several owners have disputed that the said amount is and should be a part of the maintenance charges/cost of the entire project for the period January 2022 to October 2022.

26. The Complainant respectfully submits that the Landlords are yet to deposit their share of the Corpus Fund Collected by them from their share of Villas sold to several purchasers and the Complainant is losing interest on that amounts also. The Complainant reserves their right to and are in fact initiating steps against the Landlords under appropriate law for recovery of the same. The Complainant respectfully submits that the Promoter/Developer has not completed the following works in complete form/not at all commenced some of the following works and they are liable to complete the same. The following are the works due to be completed by the

Promoter/Developer and there are admissions on their part in various communications that the said works are pending. However, the Promoter/Developer has also failed to complete the said works and showing incorrect accounts.

S.no	Description of the pending works	To be completed	To be commenced and completed
1.	Two Indoor Shuttle Badminton Courts	-	To start and complete
2.	Swimming Pool	Incomplete and has to be completed in a;; respected and has been constructed on public park area	-
3.	Registration of the club house and other common amenities in favour of the society	-	To start and complete
4.	Corpus Fund Balanace/Maintenance Charges	Rs. 5.1 Lakh with interest from January 2022 to be repaid to the Society	-
5.	Intercom Facility to every Villa	-	To start and complete
6.	Child play areas	Incomplete and has to be completed in all respects	-
7.	Area reserved for Amenities	-	To be handed over to the society
8.	Library	-	To be supplied/furnished
9.	Volley Ball Court	-	To start and completed
10.	Spa	-	To start and complete
11.	Party Lawns	-	To start and complete
12.	Jacuzzi and Sauna		To start and complete
13.	Entire compound wall, sewerage lined and WTP flooring	Plastering not done and has to be done	
14.	CCTV for surveillance	Incomplete	-
15.	Interest on delayed payments of Corpus fund	To pay interst on delayed payments of corpus fund	

D. Relief(s) sought in Complaint no.1901/2023:

27. The Complainants pray for the following reliefs:

- a. direct the Respondent to complete the works and also commence and complete the works as stated in the tabulation below within a time schedule as may be fixed by this Hon'ble Authority and
- b. in addition, thereto to also direct the Respondent to pay compensation to the tune of Rs.2 Crores (Rupees Two Crores only) for the delay, loss and on other counts and
- c. to award costs of this application and legal charges spent thereon and
- d. pass such other order or orders in the interest of justice and circumstances of the case

TABULATION OF RELIEFS

S.no	Description of the pending works	To be completed	To be commenced and completed
1.	Two Indoor Shuttle Badminton Courts	-	To start and complete
2.	Swimming Pool	Incomplete and has to be completed in a;; respected and has been constructed on public park area	-
3.	Registration of the club house and other common amenities in favour of the society	-	To start and complete
4.	Corpus Fund Balanace/Maintenance Charges	Rs. 5.1 Lakh with interest from January 2022 to be repaid to the Society	-
5.	Intercom Facility to every Villa	-	To start and complete
6.	Child play areas	Incomplete and has to be completed in all respects	-
7.	Area reserved for Amenities	-	To be handed over to the society
8.	Library	-	To be supplied/furnished
9.	Volley Ball Court	-	To start and completed
10.	Spa	-	To start and complete
11.	Party Lawns	-	To start and complete
12.	Jacuzzi and Sauna		To start and complete

13.	Entire compound wall, sewerage lined and WTP flooring	Plastering not done and has to be done	
14.	CCTV for surveillance	Incomplete	-
15.	Interest on delayed payments of Corpus fund	To pay interest on delayed payments of corpus fund	

E. Reply of Respondent no. 1 and 2 in complaint no. 981:

28. Respondent No.1 & 2 submit that the Complainants are not an aggrieved persons and there is no violation or contravention of the provisions of the T.S. (Regulation & Development) Act, 2016 by the Respondent No.1 & 2. As such, the Complaint itself is frivolous and liable to be dismissed as not maintainable. Complaint submitted by the Complainants is false and baseless and the allegations made against the Respondent No.1 & 2 are absolutely false and incorrect and there is no material evidence as to the said allegations as against the same. The Respondent No.1 & 2 hereby deny all the material allegations made in the Complaint except which are specifically admitted hereunder. The Complainants are put to strict proof of their alleged claim for seeking reliefs as against the Respondent No.1 & 2 herein in the Complaint under reply.

29. That they have discharged all their obligations in terms of the Development Agreement-cum-General Power of Attorney dtd.29-11-2017 and in terms of the sale deeds executed in favour of the purchasers of the Villas to the extent of the Developer's share in the project.

30. Respondent No.1 being Developer entering into Development Agreement-cum-General Power of Attorney dtd. 29-11-2017 vide Doc.No.16149 of 2017 with the Respondent No.3 to 18 & two others who are the owners of the land and the Respondent No.1 got registered the project with RERA vide Regn.No.ID No.P022000000428, and developing the property by obtaining necessary permissions from the G.H.M.C. and sold the Villas fallen to its share and the Respondent No.3 to 18 and their two other family members also sold the Villas fallen to their respective shares.

31. Further, it is also true that the Respondent No.1/Developer shall maintain the common amenities for a period of 2 years in terms of the Clause 13 of the Sale Deeds executed in favour of the Complainants by collecting the maintenance charges from the purchasers/owners of villas. It is submitted that the Respondent No.1 completed the Villas and common amenities in all respects and provided amenities to the each of the Villa as per the Development Agreement and as per the sale deeds executed by in favour of the purchasers including the Complainants and

maintained the entire project from 2019 to 2022 free of cost without collecting any maintenance though in fact they are entitled to collect the maintenance as per Clause 13 of the Sale Deeds till October, 2022.

32. Further, on completion of the entire project of villas and providing the amenities in its entirety, the Respondent No.1 submitted an application for grant of Occupancy Certificate on 1st February, 2021 before the G.H.M.C. under Building Rule 26 of the A.P. Building Rules, 2012. And the authorities after completed the inspection and enquiry with regard to the works which were carried out as per the sanction plan and as per the Development Agreement and as per the layout and after satisfying by the authorities, the Occupancy Certificate dtd. 18-01-2022 and 19-01-2022 respectively in respect of three blocks were issued by the G.H.M.C.

33. It is submitted that before registration of the Society with all the owners & purchasers of Villas, initially an Ad-hoc Committee of the Villa owners was constituted and all the amenities were handed over to the said ad-hoc committee for maintenance and thereafter to the Society which has been registered under Telangana Mutually Aided Co-op. Society Act, 1995 under the name & style of Golden Leaves Villa Owners Mutually Aided Co- op. Maintenance Society vide Regd. No.TS/MLKG/MACS/2022-44/FOW & M. Further, the elections were held in October, 2022 and Bye-laws were framed and elected body of the Society has been looking after day to day affairs of the society including maintenance of Villas and common amenities in the project which is to the knowledge of one and all and more particularly to the knowledge of the Complainants herein and the Respondent No.1 & 2 are not at all responsible for maintenance of Villas in the project.

34. It is submitted that the Respondent No.1 & 2 hereby deny the allegations of the Complainants that since the Respondent No.1 being Developer failed to form the society and get it registered and also failed to provide and maintain the common amenities, the occupants of the Village community have themselves formed the Society and got it registered and that an ad-hoc body was formed to co-ordinate with the Respondent No.1 & 2 in getting the pending amenities provided and pending works completed at an earliest but the ad-hoc body too failed to get the works done by Respondent No.1 & 2 who did not complete most of the common amenities even now and ad-hoc body by ignoring their responsibility and in connivance with the Respondent No.1 & 2 maintain the partly completed common amenities without any authority or consent of the occupants who formed the ad-hoc body and to avoid all these disturbances/discrepancies, the occupants themselves formed the society and got it registered as the same are absolutely false,

incorrect and invented for the purpose of complaint for implicating my client without any basis and the same are far from truth. The complainants are put to strict proof of the same.

35. It is submitted that in terms of the Development Agreement, the Respondent No.1 got the share of 58% out of the total Villas and 42% of the share of the land lords and the Respondent No.1 so far collected the corpus fund for each villa of his share i.e., 58% comes to 135 Vilas out of 232 Villas @ Rs.1,00,000/- each and the said amount of Rs.1,35,00,000/- by way of cheques had been handed over to the said Society and the same has been accepted and acknowledged by the Society. There is no dispute with regard to the Respondent No.1 maintaining the project till the formation of the society on free of cost without collecting the monthly maintenance from the Villa owners/occupants and handing over the amenities to it for maintenance and the Society taking over the entire responsibility of maintenance of Villas including the amenities in the project and there is also no dispute as to the depositing of the amount of Corpus fund collected by the Respondent No.1/Developer from the Villas pertaining to the share of Developer. The Receipt of issued by the Respondent No.19 duly acknowledging receipt of Corpus deposited by the Respondent No.1 etc., are filed herewith.

36. It is submitted that the allegations of the Complainants that it is the duty and responsibility of Respondent No.1 & 2 to deposit an amount of Rs.2,32,00,000/- as Corpus fund collected from the Villa Owners @ Rs.1,00,000/- each into the account of the society either individually or in consultation with the Respondents 3 to 18 but not deposited the same so far, besides the Respondent No.1 & 2 are claiming the amount spent for maintenance during the tenure of ad-hoc body and the duly elected Board of Directors of the Respondent No.19 who are in hand in glove with the Respondent no.1 & 2 are collecting the maintenance from January, 2022 @ Rs.12,00,000/- per month even though the Society was registered in the month of August, 2022 without any authority to facilitate the Respondent No.1 & 2 to deposit the balance of corpus fund and that the elected directors of the Respondent No.19 in collusion with Respondent No.1 & 2 are taking hasty decisions and collecting the maintenance charges from January, 2022 ignoring the development agreement and registered sale deeds and the bye- laws and that the elected Directors being the representatives of Respondent No.19 have not called the General Body meeting to decide and to pass a resolution with regard the collection of maintenance and quantum and that they have not taken any steps to get the corpus fund deposited into the account of the society and that the Society is losing the amount by way of interest around Rs.1.5 lakhs per month for which there is no explanation by the executive body and that it is utter failure on the part of the elected directors of Respondent No.19 society in addressing the problems of the society

members, hence the complainants forced to file the present complaint are absolutely false, baseless and incorrect. Even the Complainants have any real grievance against the Respondent No.19/Society as alleged, the remedy lies elsewhere against the Society or elected body but not by way of the present complaint as against the Respondent No.1 & 2 before your authority. As per the Development Agreement, the land owners have to pay the corpus fund in respect of their share of villas to the Society on its formation directly, and the Respondent No.1 & 2 are not under any obligation for the same.

37. It is relevant submit here that once the Respondent No.1 discharged their obligation in completing the amenities, paying corpus fund to the Society and in handing over all the common amenities in the project to the Society, they have no concern or connection with the affairs of the society or its body and no way responsible or any connection with the said Society. The Complainants are put to strict proof of the said allegations and the alleged right/locus standi to raise the present complaint as against the Respondent No.1 & 2. In reply to Para 4 (f) & (g), it is submitted that the allegations of the Complainants that the society is facing lot of problems with street dogs, and monkeys due to failure of common solar fencing over the common compound wall and at no point of time the solar fencing did work properly from the date of installation but neither the Respondent No.1 & 2 nor the Respondent No.19 did not bother go get it rectified under warranty besides spent amount from the funds of the society to get it functional without the approval of general body and it is the obligation of the Respondent No.1 & 2 being Developer and Respondent No.3 to 18 being the land lords to get the solar fencing functional and also reimburse the amount spent by the society are baseless hence denied by the Respondent No.1 & 2. It is relevant to submit here that the Respondent No.1 did solar fencing and maintained from 2019 to 2022 and handed over the same to the Society in proper working condition and it the Society should take care of such maintenance but not by the Respondent No.1 to 18 as alleged by the Complainants for which the Respondent No.1 & 2 are no way concerned and not answerable for the said issues. The complainants without any basis making false and frivolous allegations as against the Respondent No.1 & 2 by way of defamation for which the Respondent No.1 & 2 are hereby reserving their right to initiate appropriate proceedings before the competent court of law against the Complainants to claim damages.

38. It is submitted that the Respondent No.1 constructed the Compound Wall all around the project by carrying out the work properly for laying the internal roads and all other works and amenities as per the specifications and no rain water was logging when the project was completed and there was no complaint from any corner. Thereafter the G.H.M.C. authorities laid 150 feet

Road outside the compound wall subsequently and on account of water logging from the western side of compound wall due heavy rains, the Respondent No.1 & 2 have taken steps without there being any obligation, for construction of RCC compound wall on the western side at its cost and it has been satisfied by the ad-hoc committee as well as the elected body of the Society. Therefore, the allegations of the Complainants that they invested huge amounts for purchasing the villas and got a bad experience in the year 2020, when the substandard west side compound wall collapsed due to rain and heavy water flooded into the Villas and since then they are demanding for construction of RCC structured compound wall on the west and southern side and that the Respondent No.1 & 2 had constructed RCC structured compound wall in part on the western side and ignored the construction of RCC constructed compound wall on the southern side and it is to be taken care by the Respondent No.1 & 2 are absolutely false and incorrect. It is submitted that the Respondent No.1 & 2 herein are no way concerned or no way responsible to attend the said issues as alleged by the Complainants and the Respondent No.19/Society is under obligation to take any steps required.

39. It is submitted that the Respondent No.1 & 2 have already provided a Room for Library, Room for SPA, Doctor Consultation in the Club House and also provided Volley Ball Court and also provided association office, swimming pool, party lawns, with infrastructures. It is submitted that all the said amenities were handed over along with the original documents, sanction plans etc., to the Society and the same are under control of the Society. Further, while they were under process to provide Badminton Court in the prescribed and earmarked place in the layout, the same was resisted by the owner of Villa No.4 by raising objections with the Society as such, the same could not be done and once the Society solve their internal dispute with the said owner of Villa No.4, we are ready to provide the same.

40. It is submitted that the allegations of the Complainants that prior to formation of the society, the complainants along with members asked the Respondent No.1 & 2 to complete the above said amenities but with a deaf ear the Respondent No.1 did not come forward to complete the same and after the Society came to existence, the Respondent No.19 who are in hand in glove with the Respondent No.1 & 2 are not taking any steps to get the pending amenities provided with which the residents of the society are not in a position to enjoy amenities though they paid Rs.6,00,000/- to Developers/landlords thus Respondent No.1 & 2, 3 to 18 jointly and severally liable to provide the said pending amenities or else reimburse the cost of the pending amenities which is around Rs.3,00,00,000/- are absolutely false, incorrect and baseless. As stated above, the Respondent No.1 & 2 already provided all such amenities and handed over to the Society and

it is the society shall take care of maintenance of all such amenities and the Respondent No.1 & 2 are no way concerned and answerable for such issues as alleged by the Complainants.

41. The Respondent No.1 already deposited the corpus fund amounting to Rs.1,35,00,000/- which was collected from the Villas in respect of Developer's share with the Society and the proof of the same is already filed herewith. As such, the allegations of the Complainants that the Respondent No.1 & 2 only paid Rs.40,00,000/- towards corpus fund and not bother to pay Rs.1,92,00,000/- towards corpus fund and as on today, the Respondent No.1 & 2 failed to deposit the corpus fund with the Society are absolutely false and incorrect which are baseless. The Complainants are put to strict proof of the same.

F. Respondent Reply in complaint no. 1901/2023:

42. The Respondent refutes the allegations made by the Complainants, asserting that they are vague, false, and unsupported by evidence. They deny all material allegations except those specifically admitted.

43. The Respondent claims to have fulfilled all obligations outlined in the Development Agreement and sale deeds executed with villa purchasers.

44. The Respondent maintained common amenities as per the Development Agreement from 2019 - 2022 and provided them to villa owners without collecting maintenance charges until October 2022.

45. The Respondent obtained occupancy certificates for three blocks of the project after completing all necessary inspections and works as per sanctioned plans.

46. An Ad-hoc Committee was initially formed to manage the project's amenities before the registration of the Society. The Society, now registered, is responsible for maintenance

47. The Respondent denies the allegations regarding non-completion of amenities, shortfall in corpus fund deposit, and failure to fulfill promises made to villa purchasers.

48. The respondent got the share of 58% out of total villa as per the DGPA. The respondent so far collected corpus fund for each villa of his share which come to 135 villa out of 232 villas @ Rs. 1,00,000/- each and the said amount of Rs. 1,35,00,000/- by way of cheques had been handed over to the Society and the same has been accepted and acknowledged by Society. The Respondent claims to have deposited the corpus fund collected from villa buyers' shares and denies any shortfall in payment

49. The Respondent asserts that landowners are responsible for depositing their share of the corpus fund directly to the Society.

50. The Respondent contends that all amenities were completed as per sanctioned plans, and any allegations to the contrary are baseless.

51. Certain amenities, like the badminton court, were not provided due to objections from specific villa owners. The Respondent is willing to provide these amenities once internal disputes are resolved.

52. The Respondent claims that the swimming pool was handed over to the Society and is not being adequately maintained by villa occupants.

53. The Respondent asserts that they have fulfilled all obligations and provided all amenities as per agreements, and there are no pending works in the project.

54. The Respondent believes that the complaint is baseless and malicious, initiated by a few villa owners to harass them. The complainants have initiated after 4 years of completion and handing over possession of villas to them and even after 2 years of handing over the maintenance to the society with an intention to harass the respondent the present complaint has been filed.

55. The Respondent requests the authority to dismiss the complaint and reserves the right to take legal action against those responsible for initiating frivolous complaints

56. Further, that the Complaint filed by the Complaint is not in accordance with law and not signed by authorized persons and much less without any Resolution passed by the newly elected body and the signatory to the Complaint is put strict proof their authorization to sign the complaint. This Respondent hereby specifically deny all the allegations made in the Complaint except which are not hereby specifically admitted hereunder. At the outset, the Complainant is not an aggrieved party to raise the complaint under the provisions of the Real Estate (Regulation and Development) Act, 2016 and there is no violation or contravention of the provisions of the Act by the Respondent and the said complaint is neither maintainable in law nor on facts and as such, the Complaint under reply is liable to be dismissed in limini.

57. It is submitted that the Complainant has not laid any valid grounds seek indulgence of this Hon'ble Authority to entertain the Complaint and to seek the subject reliefs as against this Respondent and there is no specific grievance stated in the complaint except alleging that the Respondent has failed to abide by the promises made and abandoned the project "Golden Leaves

Villas" is absolutely false and incorrect. The Complainant is put to strict proof of the same. Therefore, this Authority has no jurisdiction to entertain the complainant and the same is liable to be dismissed in limini.

58. It is submitted that the complaint appears to have been raised by the Society at the instance of some of Villa Owners i.e., Sri Chenreddy Srinivas Reddy & others in continuation of their earlier Complaint dtd. 4-12-2021 for which we have already given detailed reply/explanation for your Notice dtd. 19-12-2023 vide Ref.No.981/2023/TSRERA.

59. It is submitted that the Complainant is a society registered under the provisions of the Telangana Mutually Aided Cooperative Societies Act, 1995 and it appears that the Complainant not filed its Registration Certificate except filing Bye-laws. There is no Resolution passed by the Board of Directors or the General Body of the Society (or) no proper authority filed by the signatories before this Hon'ble authority as to their authority to sign and present the complaint. As such, the Complaint itself is not in accordance with law and liable to be dismissed as not maintainable.

60. It is true that the Society has been formed by the owners of Villas under the name and style of "Golden Leaves Villas" in the land covered by Sy.No.18/Part, 19, 20, 21, 22, 23/Part and 24, situated at Fathullaguda Village, Nagole, Uppal Mandal, Medchal-Malkajgiri District. It is also true that the members of Villa Owners in Golden Leaves Villas and the said community is developed by this Respondent under Registered Development Agreement-cum-Irrevocable General Power of Attorney (in short "DAIGPA) executed between the Landlords i.e., Sri Santosh Kumar Singh & others and this Respondent. This Respondent registered the Project under the DAIGPA with this Hon'ble Authority under Section 4 of the Act by following due procedure as laid down under the provisions of the Act.

61. It is submitted that this Respondent had circulated a brochure, however, it is well settled law that the brochure is purely a conceptual presentation and not a legal offering and the Promoters reserve the right to make changes, specification as demed fit. It is submitted that as per the DAIGPA, this Respondent was allotted 132 Villas to their share and the rest of 100 Villas were allotted to share of the Land Owners. This Respondent developed the project by obtaining necessary permissions from the G.H.M.C. vide Permit No.53438/HO/EZ/Cir-03/2016 dtd. 21-02-2018 and sold the Villas fallen to its share and the Respondent No.3 to 18 and their two other family members also sold the Villas fallen to their respective shares.

62. Further, it is submitted that this Respondent/Developer shall maintain the common amenities for a period of 2 years in terms of the Development Agreement and sale deeds executed by collecting the maintenance charges from the purchasers/owners of villas. It is relevant to submit here that this Respondent completed the Villas and common amenities in all respects and provided amenities to the each of the Villa as per the Development Agreement and as per the sale deeds executed by in favour of the purchasers including the Complainants and maintained the entire project from 2019 to 2022 on free of cost without collecting any maintenance though in fact they are entitled to collect the maintenance as per Clause 13 of the Sale Deeds till October, 2022.

63. Further, on completion of the entire project of villas and providing the amenities in its entirety, this Respondent submitted an application for grant of Occupancy Certificate on 1st February, 2021 before the G.H.M.C. under Building Rule 26 of the A.P. Building Rules, 2012. And the authorities after completing the inspection and enquiry with regard to the works which were carried out as per the sanction plan and as per the Development Agreement and as per the layout and after satisfying by the authorities, the Occupancy Certificate dtd. 18-01-2022 and 19-01-2022 respectively in respect of three blocks were issued by the G.H.M.C. The copies of the Occupancy Certificates and handing over of the amenities etc., are filed herewith for your kind perusal.

64. It is submitted that on account of non-willingness and non-coordination of all the Villa Owners and there was differences between villa owners and they were not ready to bear the maintenance charges for the reasons best known to them, the registration of the Society is not done and before registration of the Complainant Society with all the owners & purchasers of Villas, the Villa Owners initially formed an Ad-hoc Committee of the Villa owners and informed this Respondent that they will maintain the project. Accordingly, all the amenities were handed over to the said ad-hoc committee for maintenance who maintained initially till formation of the society and thereafter to the Complainant Society which has been registered under Telangana Mutually Aided Co-op. Society Act, 1995 under the name & style of Golden Leaves Villa Owners Mutually Aided Co-op. Maintenance Society vide Regd. No.TS/MLKG/MACS/2022-44/FOW & M. Further, the elections were held in October, 2022 and Bye-laws were also framed and elected body of the Society has been looking after day to day affairs of the society including maintenance of Villas and common amenities in the project for the last four years which is to the knowledge of one and all and more particularly to all the Villa Owners and this Respondent is

not yet all responsible for maintenance of Villas in the project once, the Respondent handed over and Complainant society taken over the project and maintaining the project for the last four years.

65. It is submitted that this Respondent No.1 from time to time deposited the corpus fund as and when collected from the Villa Purchasers in respect of Developer's share even from the time of Ad-hoc Committee time and in all deposited a sum of Rs.1,35,00,000/- which was collected from the Villas in respect of Developer's share with the Society and the Complainant Society duly acknowledged the receipt of the same and proof of the same is filed herewith.

66. It is submitted that as stated above, this Respondent completed and handed over the Villas as back as in the month of January, 2021 well within the time stipulated under the Development Agreement etc., though there was a pandemic Corona affected two times in March, 2020 and February, 2021 and affected by floods in the month July, 2021, and handed over all the amenities in accordance with the specifications and Brochure and the entire Project initially maintained by the Developer for one year w.e.f. January, 2021 to 31-12-2021 without collecting any maintenance from the Villa owners and thereafter the Ad-hoc Committee of Villa Owners maintained the entire project and thereafter the Society has been maintaining the project. And all the Villa Owners took possession and staying in the Villas by enjoying the amenities for the last four years and there is no single grievance is there from anybody till now. The Photographs showing the status of amenities on the date of handing over to the Society are filed herewith which shows the completion of amenities in its entirety. Thereafter, it is the Society to take care and complete responsibility of maintenance of all the amenities and if any damage appears that for the reasons best known to them the Society did not maintain the amenities properly and for failure of maintenance of the Society, this Respondent is not responsible for the same. Therefore, the allegations of the Complainant that the Respondent has failed to abide by the promises made thereafter and has in a way abandoned the Project "Golden Leaves Villas" without completing the same in many aspects and has in fact also failed to deposit the entire Corpus Fund collected from the owners of the Villas that fell to their share and sold by them are absolutely false and incorrect which are baseless. The Complainant is put to strict proof of the same.

67. Further, allegations of the Complainant that the Promoter/Developer failed to form a society ipso facto shows that they had abandoned the project in ways more than one and that since the project was getting delayed abnormally, an Ad- hoc committee of the owners was formed by the villas owners to take care of various issues with the builder, i.e., maintenance of

the society, collection of the corpus fund both from the Promoter/Developer as well as the Land lords and that pertaining to the share of Developer. Therefore, the allegations of the Complainant that the Landlords are yet to deposit their share of the Corpus Fund collected them from their share of villas sold to several purchasers and the Respondent/Developer is not under any obligation for the same. Even. the Complainant has any real grievance against the Land Owners with regard to short fall of any corpus fund from & out of the Owners share of villas, the remedy lies elsewhere against the Land Owners.

68. It is submitted that the Respondent has already provided a Room for Library, Room for SPA, Doctor Consultation in the Club House and also provided Volley Ball Court and also provided association office, swimming pool, central park, party lawns, child play area with infrastructures, and also provided inter-com facility also and C.C. Camera facilities in the project. It is submitted that all the said amenities were handed over along with the original documents, sanction plans etc., to the Society/Complainant and the same are under control of the Society. Said drawings and copy of handing over all the original documents are enclosed herewith. Further, it is submitted that while we were under process to provide Badminton Court in the prescribed and earmarked place in the layout, the same was resisted by the owner of Villa No.4 by raising objections with the Society/Complainant as such, the same could not be done and once the Society/Complainant solve their internal dispute with the said owner of Villa No.4, we are ready to provide the same.

69. It is submitted that the Respondent had built the proper Swimming Pool and handed over to the Society and it is the Society to maintain by regularly utilizing the same under proper maintenance. To the knowledge of the Respondent, the occupants of Villas are not utilizing the Swimming Pool regularly and the same is out of maintenance. We are herewith enclosing the photographs to that effect. As such, the allegations of the Complainants that the Respondent has not completed the Swimming pool in all respects and not provided badminton courts, registration of the Club House, intercom facility, child play area etc. absolutely false, incorrect and far from truth. When the Respondent constructed the Club House and handed over to the Society and the Society maintaining the same for all these years, as such, the question of registration of Club House as alleged by the Society does not arise.

70. It is submitted that the Respondent constructed the Compound Wall all around the project by carrying out the work properly for laying the internal roads and all other works and amenities as per the specifications and no rain water was logging when the project was completed and also

completed WTP and STP plants in the project and there were no complaints from any corner. Thereafter the G.H.M.C. authorities laid 150 feet Road outside the compound wall subsequently and on account of water logging from the western side of compound wall due heavy rains, the Respondent had taken steps without there being any obligation, for construction of RCC compound wall on the western side at its cost and it has been satisfied by the ad-hoc committee as well as the elected body of the Society. Therefore, the allegations of the Complainant that the entire Compound Wall, Sewerage lines and WTP Flooring, CCTV Surveillance shall be provided by the Respondent are absolutely false and incorrect.

71. It is submitted that the Respondent provided 4 bore points with 24" water lane for bore water and 6" water lane for municipal water and provided sufficient underground water sump with a capacity of 3 lakh Litre capacity for bore water and 1 lakh Litre capacity for municipal water more than the specifications agreed in the project and the same were being handed over to the Society.

72. It is humbly submitted that as stated above, the Respondent being the Developer of the project has completed all the works in the project as per the sanctioned plans, and on satisfying with all the conditions, the G.H.M.C. issued Occupancy. Certificate and the Respondent has provided all the amenities and handed over the same apart from handing over all original Sanctioned Plans and material documents to the Society formed by all the owners of Villas in the project's which is maintaining the amenities and all the Villa owners are happily living there and enjoying the amenities provided in the project. The Respondent also deposited entire Corpus fund towards the share of Developer Villas with the Society under acknowledgment and thereafter also completed some of the works as per the requirement of the Society as per the joint meeting held with them to the satisfaction of the Society which have been certified by the Society and the Society has been maintaining the same. There are no pending works as on the date of handing over possession of Villas to the various purchasers and there are no pending works with regard to the Club House, Swimming pool and other amenities. There is no such grievance to any owner of the Villas in the society, except some the Complainants herein who raised the false complaint with your good selves instigated the Complainant society to file the present frivolous litigation with false, stray and baseless allegations without there being any violation on part of the Respondent under any provisions of the Act.

73. It is submitted that the Complainant at the instance of some of Villa owners purposefully raised the present complaint with baseless allegations with a view to harass the Respondent and

the present Complaint initiated even after 4 years of completion and handing over possession of Villas to them and even after 2 years of handing over the maintenance to the Society with an evil intention to harass the Respondent to extract the money by dragging into litigation. Therefore, there is no violation or contraventions of provisions of any law much less the provisions of the T.S. (Regulation & Development) Act, 2016 on part of the Respondent in the project to entertain the present complaint and the Complainant have not laid any valid grounds to seek the intervention of your goodselves/authority to entertain the Complaint under reply filed by the Society. The Complaint is frivolous, vexatious and not maintainable in law. Therefore, the Complainant is not entitled to claim any reliefs as claimed in the Complaint and the Respondent is not under obligation to comply the demands made by them in the complaint under reply. Therefore, in view of the above, the Respondent/undersigned request your goodselves to kindly consider this reply/explanation along with the documents enclosed herewith and dismiss the Complaint filed by M/s. Golden Leaves Villa Owners Mutually Aided Cooperative Maintenance Society Limited in the interest of justice.

G. Rejoinder submitted in complaint no. 981/2023:

74. The Complainants refute the claim that they are not aggrieved persons and deny the Respondents' assertion that they fulfilled all obligations under the DGPA and sale deeds. They challenge the Respondents to provide documentary evidence to support their claim.

75. The Complainants contest the completion of common amenities by Respondent No.1, alleging manipulation to obtain an occupancy certificate from GHMC. They accuse Respondents 1 & 2 of misleading GHMC officials regarding the state of amenities, particularly the swimming pool, and call for a thorough investigation by the authority.

76. The Complainants dispute the issuance of the occupancy certificate by GHMC, alleging that common amenities were not completed as claimed by Respondents 1 & 2.

77. The Complainants clarify that the Ad-hoc Body was formed to expedite the provision of pending amenities by coordinating with Respondents 1 & 2. They criticize the Ad-hoc Body for failing to fulfill its purpose and accuse Respondents 1 & 2 of improper handover of amenities.

78. The Complainants challenge the collection of corpus fund by Respondents 1 & 2 and the subsequent transfer to Respondent No.19. They demand proof of payment and accuse Respondent No.19 of colluding with Respondents 1 & 2.

79. The Complainants contest the amount deposited as corpus fund by Respondents 1 & 2, alleging discrepancies. They clarify that their complaint does not pertain to maintenance collection but highlight the failure of Respondents 1 & 2 to deposit the full corpus fund.

80. The Complainants deny the completion and handover of amenities by Respondents 1 & 2, particularly disputing the provision of a library, SPA, doctor consultation, and other facilities. They question the validity of the alleged handover letter.

81. The Complainants challenge the adequacy of solar fencing and the substandard construction of the compound wall, emphasizing the need for reconstruction. They accuse Respondents 1 & 2 of twisting facts and call for evidence to support their claims.

82. The Complainants reject the saleability of Amenities-II area and demand the provision of promised amenities. They accuse Respondents 1 & 2 of intending to sell the area unlawfully and highlight the absence of utilities despite claims.

83. The Complainants acknowledge issuing a legal notice, refuting Respondent No.1's denial in their response. They clarify that their complaint does not seek relief regarding maintenance collection but aims to expose collusion between Respondent No.19 and Respondents 1 & 2.

H. Observations of the Authority:

84. Upon a comprehensive consideration of the pleadings, documents, photographic evidence, written submissions and oral assertions made by the parties, this Authority records as follows. The complaints have been instituted under Section 31 of the Real Estate (Regulation and Development) Act, 2016, and pertain to the project “Golden Leaves Villas”, bearing RERA Registration No. P02200000428. The project stands duly registered under Section 3 of the RE(R&D) Act and the allegations relate to statutory obligations of the Promoter under the Act, the Development Agreement-cum-General Power of Attorney dated 29.11.2017, the sanctioned plans, the Agreement of Sale and Sale Deeds executed with the allottees. The matters clearly fall within the jurisdiction of this Authority.

85. The complaints were clubbed for adjudication as they arise from the same real estate project, share common factual substratum, and involve overlapping Respondents. The Complainants in Complaint No. 981/2023, being villa purchasers, allege serious deficiencies in the completion of promised amenities, shortfall in corpus fund deposit, non-functional infrastructure such as solar fencing and water supply lines, incomplete compound wall, and failure to declare Amenities-II area as part of the common areas of the society. They assert that

despite collection of Rs. 6,00,000/- per villa for amenities and Rs. 1,00,000/- per villa towards corpus fund (total corpus collected being Rs. 2,32,00,000/-), several essential community amenities remain incomplete or absent. Allegations of collusion between the Promoter and the Villa Owners' Society are also raised. The Complainants seek directions for completion of amenities or reimbursement of amounts, deposit of the corpus fund, rectification of infrastructural issues, and other reliefs.

86. The Complaint No. 1901/2023 filed by the Villa Owners' Society raises similar allegations, asserting that the Promoter failed to complete or hand over several amenities including indoor badminton courts, swimming pool, intercom, library, volleyball court, spa, jacuzzi & sauna, and that the promoter constructed the swimming pool encroaching upon a public park area. It is also alleged that plastering of the compound wall, CCTV system, WTP/STP, and other works remain incomplete and that there is a shortfall of Rs. 51 lakhs in corpus fund release. The Society seeks completion of amenities, rectification works, transfer of club house and community infrastructure, compensation of Rs. 2 crores, and costs.

87. The Promoter/Developer, M/s Devis Homes Pvt Ltd, denies all allegations in both matters, asserting full compliance with the Development Agreement-cum-GPA, Sale Deeds and sanctioned plans. It is contended that all promised amenities were provided and transparently handed over, that the promoter deposited Rs. 1,35,00,000/- being its corpus fund share for 135 villas, and that possession was handed over only after completion of the project and obtaining occupancy certificates. The complaints are alleged to be malicious and filed after four years of possession to harass the Promoter. The Promoter attributes the present grievances to maintenance failure by the Society and states that all obligations incumbent upon the developer stood completed.

88. It is on record that the parties engaged in conciliation proceedings before IAMC, Hyderabad, between 11.05.2024 and 20.09.2024. The documents placed before this Authority include the minutes and Memorandum of Understanding wherein the mediator recorded that the Promoter had agreed, inter alia, to provide the library infrastructure, yoga and meditation room, indoor badminton courts and volleyball court in Amenities-II, a properly drained swimming pool and spa, reinforced compound wall, functional solar fencing, rectified water pipelines, and registration of the club house and common amenities in favour of the Society. Though substantial consensus was reached, the Promoter subsequently withdrew from the agreed position and the conciliation process failed. These events form part of the record.

87. The grievances raised by the Complainants are broadly twofold—

- a) non-completion or non-provision of promised amenities, handover of Amenity block; and
- b) shortfall in deposit of corpus fund.

The Authority first deals with the issue relating to amenities. The Complainants assert non-completion of the library, yoga and meditation rooms, volleyball and badminton courts, association office, swimming pool and spa, party lawns, jacuzzi & sauna, and doctor consultation room. The Promoter contends that rooms for library, spa, and doctor consultation have been provided within the club house, that volleyball court, association office, swimming pool, and party lawns exist, and that all promised amenities stand delivered.

88. Upon a scrutiny of the Sale Deeds executed with allottees, Annexure III (Amenities Specifications) appended to the Agreement of Sale uploaded on the project's RERA webpage, and the Development Agreement-cum-GPA dated 29.11.2017, this Authority finds that the Promoter expressly undertook to provide AC Guest Room, AC Gymnasium, Library, Yoga & Meditation Rooms, Volleyball Court, Badminton Court, Association Office, Children Play Area, Super Market, Banquet Hall, Swimming Pool, SPA, Party Lawns, Jacuzzi and Sauna, Doctor Consultation Room and other facilities enumerated in Annexure III. These contractual obligations bind the Promoter, and by virtue of Section 11(4)(a) read with Section 14 of the RE(R&D) Act, the Promoter is statutorily bound to adhere to the sanctioned plan, project specifications and representations contained in the Agreement of Sale.

89. From the photographic evidence placed on record, it is evident that a swimming pool area and certain children's play infrastructure have been provided. However, the children's play area is found to be incomplete. The Promoter was obligated to deliver the same in a fully completed and functional condition at the time of handover. Accordingly, the Promoter is directed to complete the children's play area in its entirety and strictly in accordance with the approved specifications. With respect to the badminton court, the Respondent has stated that construction could not be undertaken due to objections raised by the allottee of Villa No. 4. The Association of Allottees may resolve the issue pertaining to the proposed badminton court location and communicate their collective consent. Upon such resolution and consent being furnished, the Respondent shall proceed to complete the construction of the badminton court without further delay.

90. The objection raised regarding location of the swimming pool adjacent to a public park is not a matter requiring adjudication herein, as the sanctioned plan demonstrates that the

swimming pool forms part of the approved amenities. Once the amenity is sanctioned, the question of its proximity to any open space is irrelevant to the Promoter's statutory obligation, its maintenance henceforth lies with the Association.

91. As regards the remaining amenities claimed as incomplete, the Promoter is directed to complete and deliver each of the amenities specified in Annexure III of the Agreement of Sale, strictly in accordance with the sanctioned plan and specifications. The Promoter's plea that the brochure constituted merely a "conceptual presentation" is wholly untenable. Section 12 of the RE(R&D) Act prohibits misleading advertisements and representations. Where the Promoter has advertised amenities and incorporated them in the Agreement of Sale, Sale Deeds, and Development Agreement, the Promoter cannot resile from such obligations by terming the brochure "conceptual". In any event, Annexure III to the Agreement of Sale, the DGPA and the Sale Deeds themselves expressly enumerate these amenities.

92. The issue of non-functional solar fencing has been repeatedly raised by the Complainants. However, save for general assertions, no technical evidence has been produced to demonstrate inherent defect or non-functionality since installation. The Promoter has installed the fencing; its ongoing maintenance is clearly the responsibility of the Association of Allottees. The grievances on this count appear to arise from internal disputes between residents and the Association, and such internal matters fall outside the jurisdiction of this Authority. The RE(R&D) Act does not empower the Authority to intervene in day-to-day maintenance issues post-handover except regarding structural defects contemplated under Section 14(3) of RE(R&D) Act.

93. Similar is the position with respect to water sump and bore water supply. The Promoter has provided the requisite underground sumps; any deficiency in present supply is in the nature of maintenance and shall be addressed by the Association.

94. On the STP/WTP issues, no substantive material has been filed to establish that the systems are defective or incomplete. The Promoter however, in its reply dated 07.01.2025, voluntarily undertook to plaster the compound wall. The Promoter shall complete such plastering within 30 days from the date of this order.

95. CCTV installation has been shown through evidence filed by the Promoter and stands accepted as complete.

96. A significant issue arises with respect to the status of Amenities-II area. The Complainants assert that it forms part of the common areas and that the Promoter and landowners

cannot retain it as their exclusive property. The Promoter contends that Amenities–II constitutes the exclusive property of the landowners and builder under the DGPA and therefore cannot be conveyed to the Society.

97. Upon examination of the sanctioned plan bearing permit No. 53438/HO/EZ/Cir-3/2016 dated 21.02.2018 (file No. 47553/26/10/2015/HO), it is unequivocally clear that Amenities–II forms part of the layout approved for this project. Under Section 2(n) of the RE(R&D) Act, “common areas” include community facilities provided in the real estate project as well as all areas necessary or convenient for its maintenance and safety. The Amenities–II block clearly satisfies this statutory definition.

98. Sections 11(4)(f) and 17(1) of the RE(R&D) Act, impose an unequivocal mandate on the Promoter to execute a registered conveyance deed transferring the undivided proportionate interest in the common areas including community facilities such as Amenities–II to the Association of Allottees after issuance of the occupancy certificate. This statutory obligation is not subject to the discretion of the Promoter nor can it be defeated by any clause in a private agreement. Once the project is registered under the RE(R&D) Act, all project components depicted in the sanctioned plan become subject to the statutory scheme governing transfer and vesting of common areas. Hence, any agreements executed in connection with a real estate project shall be subject to and governed by the provisions of the Real Estate (Regulation and Development) Act, 2016. Accordingly, any attempt by the Promoter to reserve control over the Amenities Block Irrespective of it having number of Amenity blocks in the project, exclusion is directly contrary to the expansive and inclusive definition of 'common areas' under the RE (R&D) Act.

99. This Authority reiterates that no contractual arrangement, including those recorded under DGPA dated 29.11.2017, can override the statutory mandate of RE (R&D) Act, 2016 and also of the sanctioned plan approved by the Planning Authority. This Authority is of the considered view that any such contractual arrangement, irrespective of its origin or mutual consent, which seeks to exclude a portion of the amenity space from the definition of "common areas" and treat it as a privately alienable or for private usage of the Promoters, is prima facie inconsistent with the statutory framework of the Real Estate (Regulation and Development) Act, 2016. Where there is a conflict between the terms of a contract and the provisions of a central statute, the latter shall prevail. In this regard, it is pertinent to note that Sections 11(4)(f) and 17(1), read with Section 2(n) of the RE(R&D) Act, impose an unambiguous obligation on the Promoter to transfer the

undivided share in all common areas to the Association of Allottees or the competent authority, as the case may be, in a real estate project. This statutory mandate cannot be waived, altered, or defeated through contractual terms.

100. The Promoter cannot, therefore, retain or appropriate the Amenities–II block as its exclusive property. Such retention would run contrary to the objectives of the RE(R&D) Act, frustrate the statutory rights of allottees, and defeat the transparent governance intended by the legislature. Accordingly, the Authority declares that Amenities–II forms part of the common areas of the project and shall be conveyed to the duly constituted Association of Allottees under Sections 11(4)(f) and 17(1) of the RE(R&D) Act. The Promoter is directed to immediately initiate and conclude the execution of the registered conveyance of Amenities–II and all other common areas in favour of the Association.

101. If no amount has been collected by the Respondent Promoter from allottees towards Amenities–II, the Promoter is at liberty to raise or recover such recover the proportionate cost from the association of allottees.

102. Turning to the corpus fund issue, it is not in dispute that corpus fund contributions were collected @ Rs. 1,00,000/- per villa. The Promoter asserts that it collected corpus fund for 135 villas as per his share and deposited Rs. 1,35,00,000/- with the Association. The record contains the receipt issued by Respondent No. 19 (Society) acknowledging receipt of Rs. 1,35,00,000/- by 18.10.2023. Therefore, it stands established that the Promoter has discharged its corpus fund obligation.

103. However, in respect of villas sold by Respondents 3–18 (landowners) under the DGPA, it is clear from Clause 27 of the DGPA that the landowners, having collected corpus fund from allottees, were obligated to transmit the same either to the Developer or to the Association. The landowners cannot be permitted to retain such corpus. They are accordingly directed to deposit the corpus fund collected by them along with interest from November 2022, as October 2022 marks the period of handover to the Association as acknowledged by the Promoter.

104. The relief of compensation claimed by the Complainants falls within the adjudicatory domain of the Adjudicating Officer under Section 71 read with Form N. This Authority, exercising its jurisdiction under Sections 31, 34, and 37, cannot adjudicate monetary compensation. The Complainants are at liberty to pursue such relief before the Adjudicating Officer in accordance with law.

I. Directions of the Authority:

105. In view of the foregoing findings and in exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, this Authority hereby issues the following directions to secure compliance with the RE(R&D) Act:

- a) The Promoter, M/s Devis Homes Private Limited, shall, without any further delay or demur, complete all amenities expressly undertaken under Annexure III of the Agreement of Sale, the sanctioned plans and project specifications. The amenities shall be completed in a full-fledged, finished, operational and compliant manner strictly in accordance with the sanctioned plan, the DGPA dated 29.11.2017, the Agreement of Sale and Sale Deeds executed with the allottees. The Promoter shall ensure that the children's play area, presently incomplete, is brought to full completion. All such works shall be completed within a period of ninety (90) days from the date of this order.
- b) The Promoter having voluntarily undertaken in its reply dated 07.01.2025 to complete plastering of the compound wall, shall carry out and complete the said work in conformity with the standards prescribed in the sanctioned plan within ninety (90) days from the date of this order.
- c) The Authority declares that Amenities–II, as reflected in the sanctioned layout bearing permit No. 53438/HO/EZ/Cir-3/2016 dated 21.02.2018 (File No. 47553/26/10/2015/HO), forms part of the common areas of the real estate project within the meaning of Section 2(n) of the RE(R&D) Act. By virtue of Sections 11(4)(f) and 17(1), the Promoter is mandatorily obligated to convey the undivided proportionate interest in all common areas, including Amenities–II, to the duly constituted Association of Allottees. Accordingly, the Promoter shall, forthwith and in any event not later than ninety (90) days from the date of this order, initiate and complete execution and registration of the conveyance deed transferring Amenities–II to the Association of Allottees (Respondent 19), along with handing over all relevant title documents, sanctioned plans, approvals and records pertaining to such common areas.
- d) If no contribution has been collected by the Promoter from the allottees in respect of Amenities–II, nothing in this order shall preclude the Promoter from recovering the proportionate cost from the Association.
- e) As regards the corpus fund, it stands established that the Promoter has deposited Rs. 1,35,00,000/- with the Association representing its share for 135 villas. No further

directions are warranted against the Promoter in this regard. However, in respect of villas for which corpus fund was collected by Respondents 3–18, being the landowners under the DGPA dated 29.11.2017, and in view of Clause 27 thereof, these landowners that is Respondent 3-18 are directed to remit forthwith the corpus fund collected from allottees to the Association of Allottees, along with interest calculated at the prevailing State Bank of India marginal cost of funds-based lending rate, 10.75% plus two percent (2%) per annum, from November 2022 until the date of actual payment. The payment shall be made within sixty (60) days from the date of this order.

106. 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.

107. 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
--	---	--

