

**BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY**  
**[Under the Real Estate (Regulation and Development) Act, 2016]**

**COMPLAINT NO.101 OF 2024**

**29<sup>th</sup> Day of November 2024**

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

Smt. Kavitha Kumari Alladi

...Complainant

Versus

1. Sri G. Anand Reddy  
2. Smt. G. Sharada Reddy  
3. VB City LLP  
represented by its promoters/landowners,  
Sri G. Anand Reddy and Smt. G. Sharada Reddy

...Respondents

The present matter filed by the Complainant herein came up for hearing on 31.07.2024, 14.08.2024 and 29.08.2024 before this Authority in the presence of Complainant in person, along with Counsel for Respondents, Sri Ch. Sharath Babu, Smt. N. Nagalaxmi & Ms. A. Rakshitha Lahari, and after hearing the arguments, this Authority passes the following **ORDER:**

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

**Brief facts on behalf of the Complainants:**

3. The Complainants submitted that she is the owner of Flat No. 513, Block A, in the VB City Project, located in Turkapally Village, Alwal Mandal, Medchal

Malkajgiri District, Telangana. That the flat was purchased from the Respondents through a sale deed bearing No. 587/2021.

4. The Complainant further submitted that there have been recurring structural issues in the form of cracks and water leakages on the terrace of Block A where her flat is located. That these cracks have caused significant leakage during the rainy season, affecting not only the terrace but also the corridors and flats on the top floor, including the Complainant's flat.

5. The Complainant and other affected residents had repeatedly approached the Respondents to address the leakage issue, thereafter, in July 2022, the Respondents engaged a third-party vendor, JMC Projects Pvt. Ltd., to repair the terrace. However, the repairs were only partial, wherein the Respondents installed TPO sheets, which were fastened with nails. The Complainant submitted that this method is neither a permanent fix nor a solution to the underlying structural defects. The Complainant contends that these actions were inadequate and only addressed the problem superficially.

6. The Complainant further submitted that the terrace slab of Block A is structurally defective and that the Respondents have acted negligently in delivering a substandard and defective terrace. Despite repeated complaints from the Complainant and other residents, the Respondents have failed to take appropriate steps to address the root cause of the leakage, which lies in the defective construction of the terrace.

**Relief sought:**

7. Accordingly, the Complainant prayed to direct the Respondents to provide a defect-free, crack-free, durable, and structurally sound terrace slab in Block A.

**Counter on behalf of the Respondents:**

8. The Respondents submitted that the terrace is structurally sound, and the complaints raised are baseless and without merit. It was submitted that upon receiving a complaint in July 2022 from some residents, including the Complainant, about potential leakages, the Respondents promptly engaged a reputable vendor, JMC Projects Pvt. Ltd., to investigate and resolve the issue. The vendor, which specializes in waterproofing and structural repairs, installed TPO sheets on the terrace to prevent water ingress. These repairs were completed at no cost to the residents, and the Respondents ensured that all necessary measures were taken to rectify the issue to the highest standards.

9. It was submitted that since the repairs were carried out, there have been no further complaints regarding leakage or cracks from any of the residents of Block A. Notably, two independent residents of the same floor as the Complainant—occupants of Flat No. 510 and Flat No. 506—have provided written confirmations stating that they have not experienced any leakage issues after the repairs were completed. The Respondents also submitted these statements as Annexures 1 and 2.

10. The Respondents further submitted that the Complainant has failed to produce any evidence to substantiate her allegations. Despite her claims of ongoing leakage, there are no inspection reports, technical assessments, or photographs submitted to support her assertions. The absence of such evidence indicates that the Complainant's allegations are speculative and without basis. That in January 2024, the Complainant, along with her husband and representatives of the Owners' Association, approached the Respondents with a demand to deposit funds for potential future repairs of the terrace. The Respondents, upon reviewing the condition of the terrace, found that there were no visible issues or defects, and

accordingly, they rightfully rejected the demand. This demand by the Complainant was without merit and appears to be financially motivated.

11. The Respondents, however, submitted that if any legitimate issue arises in the future concerning the terrace of Block A, the Respondents will undertake the necessary repairs in accordance with the provisions of the Act, 2016. But currently, there are no existing defects or leakages in the terrace, and the complaint is entirely baseless. Therefore, the Respondents prayed to dismiss the present Complaint with exemplary costs.

**Observations and directions of the Authority:**

12. The matter was called for hearing, wherein the Complainant appeared and reiterated the contents of the Complaint. The Respondents also appeared and reiterated contents of the Reply as mentioned above. This Authority has taken into consideration the respective contentions of the parties and the documents filed by them which form part of the record.

13. As can be seen from the record, the Occupancy Certificate was granted to the Project on 18.03.2021 and admittedly, the Complainant entered possession of its Flat in the year 2021, subsequent to execution of the sale deed bearing Document No.587/2021 dated 18.01.2021. Section 14(3) clearly stipulates that *“(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved*

*allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.”*

14. Therefore, within a period of 5 (five) years from the date of handing over of possession by the Respondents, i.e., from 2021 to 2026, the Complainant could raise such issue with respect to the structural defect of the terrace. Admittedly, Complainant raised such request, and the Respondents undertook repairs on the terrace flooring, however the same was not satisfactory and aggrieved by the same, the Complainant approached this Authority.

15. As seen from the photographs filed by the Complainant, it is clear that the issue of terrace leakage has persisted despite multiple repair attempts by the Respondents. The installation of TPO sheets, while intended as a long-term solution, has not satisfactorily resolved the problem. As the Respondent has categorically submitted that he shall undertake any such repairs of the terrace if this Authority, the facts and circumstances of the case deems it fit to direct so, therefore, vide its powers under Section 37, this Authority directs the Respondent to undertake permanent and comprehensive repairs to the terrace of Block A under the supervision of a engineer within a period of 60 days.

16. Therefore, the present complaint is disposed of in light of the above directions.  
No order as to costs.

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

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

**Sd/-**  
**Dr. N. Satyanarayana, IAS (Retd.),**  
**Hon'ble Chairperson,**  
**TG RERA**