

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

**COMPLAINT NO.112 OF 2024**

**Dated: 30<sup>th</sup> April, 2025**

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

1. Sri Lakshmi Narayana
2. Smt. Sai Lakshmi Renuka Gurram
3. Sri Prabhukumar Lella
4. Smt. Apoorva Pantula
5. Sri Vijayram Yegnala
6. Sri Harun Abdulhameed Shaikh
7. Sri Santosh Reddy Vatrappu
8. Sri Naresh M.
9. Sri Salam Bin Abdur Rahim Banayeem/Shahen Amodi

*The Complainants are Rep. by Complainant No. 1 Sri. Lakshmi Narayana  
R/o- Orchid Edifice, H. No. 3-17/35/36/37/38, Quli Qutub Shah Colony  
Beside Mustaffa Masjid, Telangana-500089* **...Complainant(s)**

**Versus**

Sri Erusu Praneet Reddy  
R/o- Plot No. 519, H/1, Building Name: E.N'S  
Road No. 28, Jubilee Hills, Hyderabad  
Nera MCR HRD, Hyderabad-500033

**...Respondent**

The present matter filed by the Complainants herein came up for hearing on 12.11.2024 before this Authority in the presence of and Complainants in person, and Counsel for Respondent, Sri Sunder Kanaparthi & Sri A. Rajender Reddy appeared on behalf of the Respondent 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") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondent.

**A. Brief facts of the case:**

3. The Complainants are residents of Orchid Ediface registered with this Authority vide Regn. No. P02500001059 and the same expired on 31.03.2022.

4. The Complainants submitted that there are several structural and functional deficiencies in the project which require urgent attention and rectification by the Respondent.

5. With respect to the driveway on all four sides and the ramp on either side of the gate, the Complainants alleged that there are many small pits and loose gravel throughout, posing tripping hazards, particularly to children. It was further stated that the transformer cable is visibly exposed above the driveway surface, creating a serious safety risk. They contended that a mason had estimated ₹4 lakhs for the necessary repairs. They also asserted that due to the improper slope, rainwater fails to drain into the harvesting pit and instead stagnates, leading to algae formation. The unevenness of the ramp was also said to cause tilting of four-wheeler vehicles.

6. The Complainants contended that the outer dark gray ledge around the first-floor slab lacks proper slope and finishing, resulting in dampness in the walls of the first-floor flats.

5. It was averred that cracks have developed on the terrace floor and on the walls of the overhead tank, which may lead to seepage into the fifth-floor flats and eventually impact other floors as well.

6. The Complainants pointed out that rainwater collects in the first-floor common corridor area, which is aligned with the compound wall elevation. They submitted that there have been multiple incidents of residents slipping due to water stagnation. It was also claimed that rainwater seeps into the meter room, posing an electrical hazard.

7. Regarding the washrooms, the Complainants alleged that the tiles used were of substandard quality and that the workmanship was poor. They submitted that a visible half-inch gap exists above the wall tiles and that the floor tiles are uneven, causing water to accumulate. Seepage issues were also reported in multiple flats.

8. It was submitted that several washrooms emit foul odour due to missing filters in the drainpipes. The Complainants further alleged that the sewage exhaust pipe has been extended only up to the fourth floor instead of reaching the terrace, exacerbating the issue.

9. The Complainants contended that the rainwater pit was not properly constructed. They submitted that during maintenance, a large stone was discovered inside the pit, and that waste material had been dumped in it, preventing rainwater from being properly preserved.

10. The Complainants averred that the staircases were constructed in a substandard manner, with uneven risers and inconsistently sized treads. They argued that this created tripping hazards and rendered the staircases unsafe.

11. The Complainants asserted that there is a discrepancy in the reported depth of the borewell. They stated that while the site engineer and supervisor informed them of a depth of 1200 feet, the borewell personnel confirmed it was only 800 feet deep. Due to this, water scarcity persists and they are forced to rely on water tankers. They urged that this inconsistency be clarified and verified through proper documentation.

12. With regard to the internal and external walls, the Complainants alleged that the construction was substandard. They pointed out that in Flats No. 501 and 401, the walls get damaged even while drilling minor holes. They also submitted that dampness is prevalent on the walls in most flats. Regarding the external compound wall, it was claimed that an extension had been constructed on top of an existing wall without proper structural support.

13. The Complainants stated that the western toilets installed in all flats are higher than standard specifications, causing discomfort to elderly persons and children. They also pointed out that in Flat No. 101, the toilet fixture detached from the wall.

14. With respect to the transformer and lift earth pits, the Complainants alleged that there is no provision to regulate incoming voltage, resulting in damage to household appliances. It was further contended that the earth pits have been filled with concrete, preventing routine inspection and maintenance, which in turn compromises the safety and integrity of the electrical system.

15. The Complainants contended that the parking tiles are of poor quality and that the cementing work is inadequate, resulting in an uneven and potentially unsafe surface that may deteriorate further with use.

16. The Complainants submitted that the UPVC windows are unevenly sized, creating gaps between the window frames and the grills. They noted that these gaps were filled with putty, which is not a durable solution. They further alleged that gaps between the frame and the wall on the exterior side are allowing rainwater to seep into the hall and bedrooms.

17. Lastly, the Complainants asserted that the internal cabling for internet and Dish TV has been improperly packed into narrow conduits, resulting in poor signal reception. Due to insufficient space in the ducts, service providers such as Jio Fiber have had to route their cables externally.

**B. Reliefs sought:**

18. Accordingly, the Complainants sought the following reliefs:

- a. *Rebuild all 4 sides of the driveway with proper slope and ensure that the power cables are safeguarded beneath the driveway and rainwater should be passed easily to the rain water pit*
- b. *Rebuild either side of the ramp with proper slope so that vehicles can easily pass through the ramp*
- c. *Provide proper slope on the outer dark gray ledge around the first-floor slab to avoid rainwater stagnancy and seepage*
- d. *Resolve the cracks on either side of the terrace floor as well as on the overhead tank wall with proper water proofing material.*
- e. *To address the issue of rainwater entering the 1st floor corridor from the elevation, a retractable awning needs to be installed. Ensure the awning has a slight slope to allow water runoff away from the building*
- f. *Proper finishing of tiles is required in all the 15 flats for the floor tiles and the side wall tiles. Cover the gap between the wall and the tile with proper cementing material. Replace the existing washroom tiles with the new quality tiles and ensure a proper slope near the drain holes*
- g. *Install the missing filters in the drainpipe in all the 15 flats. Also, extend the existing sewage exhaust pipe from 4th floor balcony till the terrace to avoid smell*
- h. *Hire a stone cutting person to dig the rainwater pit a bit deeper and dispose of all the broken stones*
- i. *Fix the uneven height of the stairs in all the 5 floors and make the staircase safe and comfortable to use*
- j. *Dig the borewell to 1200 feet depth as initially promised by the building supervisor and site engineer*
- k. *Fix the dampness issues in the flats and corridor areas with water proofing material like epoxy. Also, provide proper support to both the internal and external walls*

- l. *Immediate correction is required to adjust the toilet height to the standard level in all the 15 flats*
- m. *For optimal performance and compliance, transformer and lift earth pits should be rebuilt as accessible chambers. This ensures easy maintenance, regular testing and longevity of the earthing system, enhancing the overall safety and reliability of the electrical installation*
- n. *Source and install good quality durable parking tiles that can bear the load of the cars with proper slope to the driveway. Use an appropriate mix of cement and sand to provide a strong and stable base.*
- o. *Conduct a thorough inspection after adjustments to ensure that all windows are evenly sized and fit correctly with the grills.*
- p. *Try to take out the existing internal cables which are tightly packed (in to a thin pipe) so that new cable/internet fiber cables can be installed.*

**C. Counter on behalf of the Respondent:**

19. The Respondent filed a detailed reply and submitted Residential Apartment Complex "Orchid Edifice" is developed by the Respondent jointly along with the owner of the property namely Mr. Salam Bin Abdul Rahim Baneem (who is arrayed as a Complainant No.9 in the present complaint) vide Registered Development Agreement cum GPA dated 17/09/2016 registered before the SRO Gandipet, Ranga Reddy District as Document No.5967/2016. It was submitted that the Respondent got the plot of the owner regularized through Hyderabad Metropolitan Development Authority (HMDA) vide proceedings bearing No: HMDAAL113486/LRS/SKP/Plg/HMDA/2015- 16 dated 31/08/2017.

20. That subsequently, on 01.11.2017, the Owner Mr. Salam Bin Abdul Rahim Baneem (Complainant No.9) and the Respondent entered into a Supplementary Agreement whereunder the above Owner had was allotted 7 the flats in the proposed residential apartment complex with flat bearing Nos: 103, 203, 302, 303, 402, 403 & 502 respectively towards his share and the Developer was allotted 5 flats bearing Nos: 101, 202, 301, 401 & 502 respectively while Flat No.503 in the fifth floor was jointly shared between the Owner and Developer.

21. That the above development project was duly registered by them before the Telangana Real Estate Regulatory Authority on 23.07.2019 vide certificate of registration bearing No: P02500001059 and completed construction of the

residential complex "Orchid Edifice" with stilt plus 5 floors with 15 apartments within the agreed time frame and also obtained Occupancy Certificate for the same from the HMDA.

22. It was submitted that the Respondent had handed over the fully completed 7 residential apartments falling to the share of the owner Mr. Salam Bin Abdul Rahim Baneem (Complainant No.9) by handing over the keys to him and obtained possession handing over letter from the owner on 29.10.2021. Likewise, the Respondent handed over keys to the Complainant Nos.1 to 8 with respect to the flats purchased by them.

23. That at the time of handover of the apartment, each of the Complainants individually acknowledged the keys and declared that their respective Apartment is completed to their satisfaction and that they have no claims against the Respondent whatsoever. That subsequent to the handover of all the apartments, the Respondent handed over the management of the apartment complex jointly to the Complainants by handing over all the necessary documents including warranty papers for the lift and the backup generator etc. That the Respondent also advised the Complainants to form themselves into a welfare association to manage the day to day maintenance of the said complex by contributing corpus fund and monthly maintenance charges.

24. It was submitted that the Complainants herein failed to form any welfare association nor contributed any sums towards the corpus fund from the date of taking possession till date. The Respondent is not aware as to whether the Complainants are contributing any sums towards monthly maintenance of the apartment complex or not. Each of the complainants have also individually made modifications to their respective apartments without considering the damage being caused to the common utilities and other facilities.

25. It was further submitted that although the Complainants have handed over the management of the residential complex to the Complainants, even after one year the Respondent had obliged the request of the Complainants and attended and resolved most of the issues raised by them at their own cost which the Complainants have failed to acknowledge.

26. With respect to the specific allegations made by the Complainants, the Respondent submitted the following:



27. As regards the issue with the driveway, the Respondent contended that the driveway is constructed with cement concrete, and any cracks or potholes that have developed are due to a lack of proper maintenance. It was asserted that stagnation of rainwater is a result of poor upkeep and not due to any defect in the laying of the driveway or the ramp.

28. With respect to the gray ledge, the Respondent denied the allegation that improper slope or finishing on the outer dark ledge around the first floor has led to dampness in the walls.

29. On the issue of cracks in the terrace and the overhead tank, the Respondent submitted that the cracks have occurred due to stagnation of rainwater, which in turn is attributed to lack of maintenance. It was further stated that the overhead tank requires cleaning every three months, which was not done, leading to algae formation and water stagnation. The Respondent denied that these issues are due to any construction defect.

30. As to the allegation of water logging in the first-floor corridor, the Respondent argued that this issue has been repeated under a different heading and put the Complainants to strict proof thereof.

31. On the alleged substandard quality of washroom tiles and slope issues, the Respondent denied the claims and submitted that the Complainants had inspected their respective flats prior to accepting possession. It was further contended that all sanitaryware and fittings used in the bathrooms are of standard quality, and there were no visible gaps or uneven slopes, as alleged.

32. In response to the issue of exhaust pipes and foul smells in the washrooms, the Respondent asserted that such odour is a result of poor maintenance and cannot be attributed to the construction or design. The Respondent disclaimed responsibility for this issue.

33. Regarding the rainwater pit, the Respondent contended that the pit was dug as per HMDA specifications and categorically denied the Complainants' allegation that waste material was dumped into it or that it was inadequately constructed.

34. In respect of the staircase, the Respondent submitted that the allegations regarding uneven risers and inconsistently sized treads are bald and without any substance. It was asserted that there is no deficiency in the construction of the staircase.

35. On the issue of the borewell depth, the Respondent submitted that the borewell was drilled to permissible limits based on the terrain and geological survey. It was also stated that the Complainants already have a municipal water connection,

and if water scarcity is being faced, it is open to them to dig an additional borewell or obtain a second water connection. The Respondent denied liability in this regard.

36. Addressing the issue concerning internal and external wall quality, the Respondent contended that the allegations are unfounded. It was stated that the entire masonry work has been executed using red brick, and no cement or lightweight ash bricks were used anywhere in the complex. The Respondent termed the Complainants' claims as baseless and without evidence.

37. On the complaint regarding the height of the western toilets, the Respondent submitted that the height differs for wall-mounted and floor-mounted water closets, and the allegation that the height is greater than standard is vague and unsupported.

38. Regarding the transformers and lift earth pits, the Respondent denied that any voltage fluctuation or damage to appliances can be attributed to the transformer provided. It was submitted that the transformer was installed by the Telangana State Southern Power Distribution Corporation Limited (TSSPDCL) to take the load of the entire complex. Any fluctuation must be addressed with the utility provider. It was further stated that the earth pits were constructed in accordance with instructions from the relevant utility agencies, and the Respondent bears no responsibility for their current condition.

39. On the issue of parking tiles, the Respondent denied the allegation that the tiles were of poor quality or that the cementing work was inadequate. It was contended that the tiles were laid properly and meet standard specifications.

40. Regarding the UPVC windows, the Respondent denied that there were any irregularities in sizing or installation. It was submitted that the alleged gaps between the windows and grills, and the claim of rainwater seepage, are incorrect and baseless.

41. Finally, on the matter of internal cabling, the Respondent contended that the ducts were designed only to accommodate internet and telephone cables, not Dish TV wiring. It was submitted that with modern internet-based streaming services, dish cables are largely obsolete. The Respondent asserted that it would not be feasible to provide a separate dish cable for each of the 15 apartments, and thus denied any liability regarding this issue.



42. Respondent submitted that most of the allegations raised by the Complainants under the present complaint are based on presumptions and conjectures without any basis. The respondent is willing to attend to any genuine complaints about the works in the apartment complex with directions of this Authority on mutually acceptable terms but not at the whims and dictates of the Complainants.

**D. Rejoinder Filed by the Complainants:**

43. Vide rejoinder, the Complainants submitted that after taking possession of the flats in Orchid Edifice Apartment (developer M/S Edifice Projects Pvt Ltd), situated in Quli Qtub Shahi Colony, Puppalaguda, Hyderabad 500089, they have observed a multitude of structural and other deficiencies that have emerged over time. These issues include but not limited to degradation of the driveway, water seepage into walls, significant cracks on both the walls and terrace, misalignment of the staircase, problems with the rainwater harvesting pits, inadequacies in the earthing and transformer pits, and improper height of the western toilets. That these concerns were duly communicated to the Respondent via emails and messages. However, the Respondent failed to provide a satisfactory response, attributing the issues to alleged negligence or lack of maintenance by the flat owners.

44. With respect to the driveway, the Complainants submitted that the driveway is regularly maintained through daily sweeping to remove dust and debris. They contended that the deterioration is primarily due to the substandard quality of concrete used during construction rather than a lapse in maintenance. The stagnation of rainwater has led to the formation of cracks and potholes, which, they submitted, is indicative of poor material standards. They also stated that erosion of the top layers has resulted in the transformer cable being exposed, thereby posing a safety hazard to residents and visitors.

45. The Complainants submitted that the slope and finishing of the outer dark ledge around the first floor is improper, resulting in dampness in the walls. They relied on photographic evidence to substantiate their assertion of substandard workmanship that has led to seepage.

46. With respect to the terrace, the Complainants submitted that it is regularly cleaned to remove dust and debris. They contended that the presence of cracks is a consequence of the use of substandard construction materials and not due to a lack of maintenance.

47. On the issue of water logging in the first-floor corridor, the Complainants submitted that gaps observed between the bathroom tiles and the utility area had been inadequately filled with inferior quality material. Over time, particularly due to regular water exposure, this material has degraded, leading to the formation of cracks. As a result, water seepage has occurred through these cracks, compromising the integrity of the walls. The Complainants emphasized that this situation highlights the need for proper workmanship and durable materials in high-exposure areas.

48. With respect to the foul smell in the washrooms, the Complainants submitted that the flats were inspected by a qualified plumber, who determined that the foul odour was due to the absence of a properly installed vacuum seal within the toilet cubicles. It was further submitted that the exhaust pipes were incorrectly positioned on the balconies of the fifth-floor flats, with some of them located near the windows. This improper placement was said to facilitate the flow of stale air into the flats, aggravating the issue.

49. The Complainants submitted that during maintenance, a large stone was discovered inside the rainwater pit, and photographs were annexed to substantiate the same. They asserted that the pit was not constructed in accordance with HMDA specifications and that the presence of debris and stones rendered the pit ineffective for rainwater harvesting.

50. Regarding the staircases, the Complainants submitted photographic evidence showing that the stair risers were inconsistent in height. They contended that this inconsistency presents a serious tripping hazard and compromises user safety.

51. With respect to the borewell, the Complainants submitted that they were informed at the time of purchase that the borewell had been excavated to a depth exceeding 1000 feet. However, subsequent technical issues necessitated the removal of the pipeline, which revealed that the actual depth was only 800 feet. The Complainants urged the Authority to direct the Respondent to produce documentation verifying the actual depth, as the discrepancy raises serious concerns regarding misrepresentation at the time of sale.

52. The Complainants further submitted photographic evidence of cracks and delamination on internal and external walls, asserting that these are indicative of poor-quality construction and the use of substandard materials.

53. With regard to the western toilets, the Complainants attached documentation from external sources specifying acceptable toilet height standards and submitted that the installations in their flats do not conform to these norms.

54. On the issue of the transformer and lift earth pits, the Complainants annexed photographs demonstrating how standard earthing pits are typically laid. They submitted that, contrary to such standards, the current earth pits are entirely sealed with concrete, thereby preventing routine inspection and maintenance required to ensure electrical safety.

55. Accordingly, the Complainants prayed for appropriate directions from this Authority to the Respondent to address and rectify all the issues enumerated above.

#### **E. Observations and directions:**

56. Section 14(3) clearly stipulates that *“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.”*

57. Admittedly, as per the Respondent's own version, the Occupancy Certificate was obtained on 12.07.2021 and therefore, by virtue of the above-quoted provision, the project still falls within the defect liability period. And therefore, the Respondent is bound to rectify the deficiencies as enumerated hereunder. However, before going into the said aspect, it is pertinent to note the Respondents' argument that, as per Clause 12 of the Draft Agreement of Sale in Annexure to Rule 38, the following exclusions are made for seeking rectification from the promoter:

- a. *Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the*

*welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers guarantees/warrantees to the allottee or association of allottees as the case may be.*

- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.*
- c. Allowable structural and other deformations including expansion quotient.*
- d. The terms of work like painting etc. which are subject to wear and tear.*

58. The Respondent submitted that above-exclusions need to be considered before issuance of any directions to the Respondent.

59. The Authority has carefully considered the material placed on record, including the photographic evidences submitted by the Complainants, the Respondent's counter, and the rejoinder. Upon review, the Authority finds that several of the issues raised pertain to structural defects and workmanship deficiencies that fall within the scope of the promoter's obligations under Section 14(3) of the Act. The presence of dampness in walls due to the improper slope and finishing of the outer ledge, cracks on the terrace, seepage through washroom tiles, and defects in the rainwater harvesting system and stairs are matters that cannot be dismissed as mere maintenance lapses, as argued by the Respondent. These issues indicate underlying construction defects and poor execution, which fall squarely within the defect liability period. Further, the improper positioning of exhaust pipes and absence of vacuum seals have resulted in foul odour and poor ventilation, which impact the habitability of the flats. The complaints regarding the unusual height of the wall-mounted toilets have been substantiated with photographic evidence and merit rectification in the interest of safety and usability. While the Authority takes note of the exclusions under Clause 12 of the draft Agreement for Sale and Rule 38, these exclusions do not shield the promoter from the obligation to rectify core defects that affect structural integrity, hygiene, and the essential utility of the flats. Accordingly, the Authority holds the Respondent liable to undertake rectification of the said defects.

60. As regards the remaining reliefs sought by the Complainants, the Authority is of the considered view that such issues pertain to natural wear and tear of fittings and fixtures, and fall within the scope of maintenance responsibilities of the allottees. Specifically, allegations regarding internal cabling constraints, UPVC window

alignment, and the quality of parking tiles, while noted, do not indicate structural defects or deficiencies in workmanship of such a nature as to attract liability under Section 14(3) of the Act. Likewise, the concerns raised in relation to voltage fluctuations and internet signal reception are incidental to post-possession utility usage and are subject to service provider infrastructure, over which the promoter has no control. Further, where manufacturer guarantees or external approvals (such as from TSSPDCL) govern installation—like in the case of transformers, earthing pits, or borewell depth—those aspects fall outside the purview of the promoter’s independent rectification obligations and ongoing maintenance and enhancements fall within the Allottees’ collective domain.

61. Accordingly, vide its powers under Section 37 of the Act, 2016, this Authority issues the following directions to the Respondent:

- i. *The respondent shall Provide proper slope on the outer dark gray ledge around the first-floor slab in the concerned project “Orchid Ediface” to avoid rainwater stagnancy and seepage within a period of 60(Sixty) days.*
- ii. *The respondent shall Resolve the cracks on either side of the terrace floor as well as on the overhead tank wall in the concerned project “Orchid Ediface” with proper water proofing material within a period of 60(Sixty) days.*
- iii. *The Respondent shall install the missing filters in the drainpipe in all the 15 flats of the concerned project “Orchid Ediface”. Also, extend the existing sewage exhaust pipe from 4th floor balcony till the terrace to avoid smell within a period of 60(Sixty) days.*
- iv. *The Respondent shall adjust the toilet height to the standard level in all the 15 flats in the concerned project “Orchid Ediface” within a period of 60(Sixty) days.*

62. In light of the above directions, the present complaint is disposed of. 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**