

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

01st Day of August 2024

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

COMPLAINT NO.1930 OF 2023

1. Sri Satish Reddy Goli
2. Sri Konda Koushik

...Complainants

Versus

M/s Elemental Realty
Represented by its Authorized Representative,
Sri Arun Kumar Aleti

...Respondent

COMPLAINT NO.10 OF 2024

Smt. Nelluri Mohana Rupa

...Complainant

Versus

M/s Elemental Realty
Represented by its Authorized Representative,
Sri Arun Kumar Aleti

...Respondent

The present matters filed by the Complainants herein came up for hearing on 01.02.2024, 05.03.2024, 02.04.2024 and 24.04.2024 before this Authority in the presence of Complainants in person and Counsel for Respondent, Sri Surya along with Authorized Representative of the Respondent, Sri Sridhar Reddy G., and after hearing the arguments, this Authority passes the following **ORDER**:

2. The present Complaints have been filed under Section 31 of the Real Estate (Regulation and 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”) requesting appropriate action against the Respondent Builder.

Brief facts of the case:

3. The Complainants in both the complaints, as mentioned above, submitted they are the residents of Elemental Earthwoods and despite multiple complaints raised through the Association and by individual flat owners, the Respondent Builder has not rectified the various deficiencies as mentioned below:

- a. **Clubhouse Completion and Amenities:** G + 3 floors, featuring an open-air banquet hall/cafeteria for parties/functions and suite rooms for guests. However, the actual construction stopped at G + 2 significantly violating the Respondent’s commitment based on the approved plan. Several promised amenities, including a swimming pool, guest rooms, and a gym, have not been provided in a functional manner.
- b. **Septic Tank Leakage:** Septic tank leakage issue remains unresolved, significantly impacting the quality of life of residents, lack of a proper exhaust system to eliminate the foul smell emanating from the septic tank, and the functional status of the Sewage Treatment Plant (STP) is in doldrums. The provision for the exhaust system was left incomplete midway.
- c. **Terrace Leakage (9th Floor):** Inadequacy in the construction process is evident in the improper laying of the slab, lacking proper compaction and vibration for the concrete. Plumbing lines were installed improperly resulting in the formation of cracks, causing leakages.

- d. **Parking Provisions and Allotments:** The parking provisions outlined in the approved drawings indicate approximately 44 slots in B1 and 43 in B2. Actual implementation does not conform to the approved drawing. Respondent Builder, committed 115 parking slots, attempting to accommodate them within the available restricted space has resulted in several slots being either unusable or inaccessible.
- e. **Building's Structural Issues:** Cracks, water leakages, posing risks to the safety and well-being of residents. major cracks on lift walls and passage corridors raises concerns about the durability and longevity of their usage.
- f. **Civil works in several areas remain incomplete:** Commitment to VDF flooring/ Indian Patent Stone Flooring in basements and the painting of slabs and walls in basements and cut-out areas within the building premises have not been fulfilled.
- g. **Common Area Encroachments:** Deviating from the approved drawings, unauthorized selling of built-up areas has taken place.
- h. Contrary to the approved drawings, no balcony area was initially proposed in ground floor. However, after obtaining occupancy certificate, the Respondent Builder has added extra balcony areas for GA and GF in the ground floor.
- i. Encroachments in the corridors have also taken place in the cases of 8A and GA flats, with the assertion that the builder has sold those spaces to the respective flat owners. A parking slot was provided on the ground floor, deviating from the approved plan for the GA flat.
- j. **Escape Routes:** Fire safety not provided.
- k. **Solar Heater Provision and Solar Fence:** Solar heater and solar fence have remained non-functional for the past two years.
- l. **Water Seepages in Flats:** Numerous flats are suffering from water seepages, affecting the interiors and residents' living conditions.

4. Accordingly, they prayed to direct the Respondent to rectify above-mentioned issues faced by residents.

Reply on behalf of the Respondent:

5. Vide Reply dated 05.03.2024, the Respondent submitted reply in complaint No.1930/2023 in which Complainant No.1 and 2 are the Complainants. The same is being read as a reply to Complaint No.10/2024 as well for convenience. It was submitted that the Respondent obtained HMDA permission bearing No.004675/SKP/R1/U6/HMDA/01112017, dated 10.09.2018 and RERA Registration bearing No.P02400000387, dated 06.03.2019. The Respondent notified the HMDA of completion of construction of the residential complex in December 2021 and requested for issuance of an occupancy certificate. Accordingly, the HMDA issued an Occupancy Certificate, bearing No.005058/C/HMDA/0724/SKP/2021, dated 05.01.2022, wherein the HMDA specifically noted that the specifications and conditions stipulated in the construction permission have been adhered to.

6. It was submitted that the Respondent sold Flat No. 2C to the Complainant No. 1 i.e., Sri Satish Reddy Goli, vide a Sale Deed, bearing no. 9829 of 2021, dated 19.07.2021 and Flat No. 6B to one Mr. Muddam Bharath Kumar Reddy, who is the predecessor-in-title to the Complainant No. 2 herein, vide a Sale Deed, bearing No. 10982 of 2019, dated 26.09.2019.

7. The Complainant No. 1 took possession of Flat No. 2C on 8th September 2023. Firstly, the Complainant No. 1 did not raise any of the issues mentioned in the instant Complaint with the Respondent at any juncture. That when the Complainant agreed to purchase the Flat he had agreed to make payment of an amount of

Rs.41,66,000/- as purchase consideration to the Respondent and further agreed to pay the Respondent an amount of Rs. 1,47,476/- towards Maintenance and an amount of Rs. 1,56,225/- towards Corpus fund. However, Complainant No. 1 has failed to pay the dues towards the maintenance charges and corpus fund dues to this date despite many reminders and follow-ups by the Respondent.

8. It was submitted that the association of all the flat owners in Elemental Earthwoods, named "EARTHWOODS FLAT OWNERS MAINTENANCE MUTUALLY AIDED COOPERATIVE SOCIETY LTD.", bearing registration no. RC. No. 36017011703, was formed in July 2023. It was further submitted the complaints allege various issues with respect to amenities and structural defects in the building developed by the Respondent, however the present complaint is filed only by two individuals out of a total of 80 number of flats. Except for vague statements, none of the issues alleged do not constitute any issues faced by the Complainants individually.

9. Further, the Complaint is not maintainable as the Complainant's lack the locus or the authority to file the instant Complainant alleging issues on behalf of the association of flat owners and such deserves to be dismissed in limine for want of locus/authority.

10. In respect of point-wise reply, the Respondent submitted as under:

- a. **Clubhouse Completion and Amenities:** Neither the Complainants nor the Association have raised this issue until this date. A bare perusal of the drawings and plans submitted by the Respondent makes it quite clear that, the clubhouse consists of a basement and the structure above the basement is G + 2 and the basement of the clubhouse is connected with the basement

level 1 of the main building. Allegation of missing amenities is completely false. All the amenities that the Complainants allege to have not been provided have in fact been provided. As regards the swimming pool has leakage issues, the Respondent has undertaken necessary actions to repair the swimming pool to address the issues faced by the Association.

b. **Septic Tank Leakage:** Building has a Sewage Treatment Plant (STP) system and not a Septic Tank system. The issue of leakage from the Sewerage Treatment Plant (STP) was raised by the Association in the earlier correspondence on 8th June 2023. The Respondent, in response, has taken remedial measures to fix the leakages from the STP by applying sufficient waterproofing treatment on the leakage spots. Similarly, as far as the allegation of foul smell is concerned, the same was previously raised by the association in respect of the STP and not the septic tank and in any event, the Respondent, upon receipt of complaint from the association pertaining to the foul smell from the STP, readily laid exhaust pipelines, ventilator and acquired necessary equipment to resolve the aforesaid issue and has seen that there no foul smell thereafter. Furthermore, a third-party agent is also employed for the maintenance of the same.

c. **Terrace Leakage (9th Floor):** Complainants have not provided any evidence. That the Respondent has made use of concrete that are in accordance with applicable Indian standards for concrete and to this effect the Respondent procured test reports from various third parties to confirm that the concrete used conforms to Indian standards. The Respondent has undertaken necessary repairs to the cracks and has engaged several third-party vendors to fix the cracks and apply waterproofing treatment to the same. The Respondent has also obtained warranties from the original waterproofing vendors against any damages during the warranty periods.

- d. **Parking Provisions and Allotments:** Respondent initially allotted 113 parking slots to all the allottees of the residential complex, with 56 parking slots in B1 parking space and 57 slots in B2 Parking Space. However, at the time of construction, the wall adjoining to the building had collapsed due to bad weather conditions, because of which the Respondent was required to finish the basement retaining wall with an inward offset from the originally planned basement line. This reduced the usable parking spaces from 113 to 98 parking slots. This fact was known to the Association as well as the Complainants herein. The Respondent accordingly provided for surface parking in ground floor/surface to accommodate the shortfall in parking spaces, and this was also informed to the allottees at the time of allotment.
- e. **Building's Structural Issues:** Surface cracks are present in most structures and such cracks stem from regular wear and tear. These cracks were also repaired by the Respondent as of November 2023 and the photographs used by the Complainants are prior to the said repair.
- f. **Common Area Encroachments:** Respondent denies the allegations made by the Complainant. That the said encroachments were committed by the allottees after they had taken possession of the flats.
- g. **Escape Routes:** State Disaster Response & Fire Services Department has issued an NOC, bearing no. 401150002021, dated 8th October 2021, confirming that escape routes are provided as per the NBC, 2016 and there was no deviation.
- h. **Solar Heater and Solar Fence:** Solar Heaters were installed at the time of handover, however the same were not made functional at that stage because it requires sufficient occupancy (70%) for the proper functioning of the equipment.

- i. **Water Seepages in Flats:** Respondent is unable to provide waterproofing treatment after interior works have been concluded and thirdly, the dampness could also be attributed to improper interior works carried out by the Complainants themselves.

Rejoinder on behalf of the Complainants:

11. During the course of hearing, as the registered Association had not been made a party to the proceedings, this Authority directed the Complainants to file appropriate application for such impleadment. Accordingly, vide Order dated 02.04.2024, the Association i.e., Respondent No.2 was made party to the present proceedings.

12. In response to the Counter filed by the Respondent, the Complainants in Complaint No.1930/2024, vide Rejoinder dated 02.04.2024 submitted that as the rightful owner of a flat in the complex, Complainant no.1, like other flat owners, has locus standi to file the complaint.

13. The Complainants submit that the Respondent explicitly referred to the purchase of flat 2C by Mr. Satish Reddy, Complainant No.1, via sale deed dated 19th July 2021, along with the acquisition of the Occupancy Certificate bearing no. 005058/C/HMDA/0724/SKP/2021, issued on 05.01.2022. That the Respondent has allocated flats to various allottees, and Complainant No. 1 subsequently took possession of his flat, on 08.09.2023, after more than 20 months after the issue date of the occupancy certificate. During this period, the Complainant has raised several issues. Hence, the assertion of the Respondent that the Complainant never raised any issues is a false statement. Complainant No.1 even committed to clearing

pending dues solely on allocation of the parking lot and resolving the internal flat issues referred to in the corresponding emails and the current complaint.

14. Despite possession being taken by Complainant No. 1, the Respondent's failure to promptly address the underlying issues has exacerbated the problems from the date of the NOC, particularly concerning seepage. Recently, Complainant No. 1 encountered an electric shock attributable to the persistent seepage, and this was promptly brought to the attention of the Respondent on 08.01.2023. Regrettably, no action was initiated by the Respondent to rectify the situation or mitigate the risks posed by the ongoing seepage issues.

15. Respondent has not done anything by way of remedial and rectification measures with regard to the shortfalls and deficiencies. Rejoinder to point-wise reply is as follows:

- a. **Clubhouse Issue** - The Complainants, especially the Association of owners, have been continuously raising this issue through both written and oral submissions prior to approaching RERA, as evidenced by the Association's letters and emails dated 08-06-2022, 22-06-2022, 08-06- 2023, 10-07-2023, 08-08-2023, and 08-09-2023. These communications emphasized the importance of completing the Clubhouse in accordance with the approved drawings and providing the amenities as promised in the project brochure. The issue at hand pertains specifically to the deviation of the club house building's superstructure from the approved drawings, particularly concerning the structure above ground level. The respondent's reference to the clubhouse's basement connectivity is valid, as per the approved drawings, but does not address the deviation in the superstructure.

- b. The Respondent's attempt to combine four-wheeler parking in basement-1 with two-wheeler parking on the stilt floor above ground level, as shown in the drawing, appears to be an attempt to misconstrue the situation. This tactic does not address the deviation from the approved drawings and is indicative of a deliberate attempt to evade responsibility.
- c. Also, Annexure 4, attached by the Respondent, does not show the amenities mentioned in the Project brochure. Instead, the Respondent cleverly showcases a few items as completed ones. Details regarding the items listed in the Project brochure are mentioned below:
- i. Gym - Items provided: Low impact treadmill, Total Body Elliptical fitness Cross trainer, Flat Incline, decline Multipurpose Bench and Dumbbells. Items not provided: Upright Cycle and 4-Station Multi Gym
 - ii. Entertainment Room - Regarding the construction of rooms as per the approved drawing, it is noted that out of the four rooms specified, only two have been constructed. Of these, one room was designated as the Guest room, which is without a ceiling fan. It is also based on poor workmanship of civil work, which can be observed along the door frame, as evidenced in page no.30, Annexure-4. The other room, purportedly designated as the Entertainment room or TV room by the Respondent, appears to have been set up for the purpose of fulfilling the amenities requirement. However, upon closer examination, it becomes evident that this setup is lacking in quality and aesthetics. The TV and AC setup, provided merely for evidential purposes, is also substandard, with exposed copper piping and drainpipes visible, devoid of an overall aesthetic appeal. Additionally, the TV's power input is left unconnected to a power source, highlighting a lack of provision for proper functionality. Furthermore, the absence of a ceiling fan and the

presence of visibly hanging electric wires further underscore the inadequacy of the setup. The remaining two rooms, specified in the approved drawing, are nowhere to be found.

iii. Sports Facilities - Indoor Games Room - One room in Basement-1, which was earmarked for a parking lot, has been inexplicably repurposed to accommodate a table tennis table. A change in utilization was neither outlined in the original drawings nor communicated to the Association of owners for the latter's consent. It appears that the decision to utilize the room in question as the games area was made only after the Respondent became aware of our complaint to RERA, with an apparent intent to portray it as an additional amenity. Further, Basketball hoop was not provided.

iv. Swimming pool - The Complainant diligently communicated his concerns to the Respondent on multiple occasions, yet no substantial efforts have been made to address the serious deficiencies in design and construction. Instead, they have resorted to temporary measures, such as presenting a totally unreal scenario of the swimming pool filled with water, only to be drained after the picture was shot. During the entire period of their handling of the maintenance activities by Respondent's team - which abruptly ended on 4th March, 2024 the swimming pool remained non-functional, indicating a lack of genuine effort to rectify its multiple problems.

b. **Septic Tank Leakage** - While the waterproofing activity may serve as evidence of the Respondent's efforts, the focus should be on resolving the leakage problem effectively. In the evidence submitted by the Respondent, leakage marks are still visible. As regards the exhaust system, despite Complainants' efforts to ensure compliance with output standards, the issue remains

unresolved. The purpose of the exhaust system is to eliminate odour. Yet, the persistence of foul smell from STP contradicts the Respondent's claims. The Respondent's acknowledgment of the foul smell during the meeting on 21st December 2023 (Minutes enclosed as Annexure-3), coupled with the Association's request for expert opinion, underscores the seriousness of the issue, and more importantly its continued prevalence.

- c. **Terrace Leakage on the 9th Floor:** The Respondent himself acknowledged the issue during the meeting on 21st December 2023. The discrepancy in their stance indicates an attempt to cover up the issue. Attempting to discredit the complainants by accusing them of misleading the Hon'ble Court by indulging in technical jargon is indeed another attempt by the Respondent to escape from their responsibility. Respondent has included several test reports of concrete and steel from periods between August 2018 and March 2019. However, it is important to bring to the Hon'ble Court's notice that these reports are irrelevant as the terrace slab was not laid during the mentioned timeframe. The Complainant's concerns primarily revolve around the workmanship, such as faulty design, improper laying of the slab, and lack of proper compaction and vibration of concrete, rather than the quality of materials.

- d. **Parking Provisions and Allotments:** The drawings indicate approximately 44 slots in B1 and 43 in B2, totaling 87 parking slots. However, the Respondent has allocated a total of 113 parking slots to owners of flats of the residential complex, with 56 slots in B1 and 57 slots in B2. This represents a clear deviation from the approved drawings, seemingly aimed at maximizing profits by creating additional slots within the available -- albeit restricted -- area. The Respondent's claim regarding the collapse of the adjoining wall, leading to the construction of a retaining wall with an inward offset, raises questions about

the feasibility of fitting even 98 slots in an area originally planned for only 87 parking slots. This appears to be another instance of the Respondent economizing on the construction for personal gain, at the expense of the flat buyers. The Association, in recognition of the need for each owner to be provided with a parking slot, has reluctantly accepted the Respondent's decision to implement surface parking. However, it is crucial to note that the Respondent had assured the construction of a surface parking structure that would maintain the aesthetics of the community besides providing common space for resident events. Regrettably, the surface parking project never took off as committed by the Respondent.

- e. **Building Structural issues:** The cracks visible on both the external and internal walls suggest structural stress rather than superficial damage. Moreover, the presence of major cracks in areas such as lift walls, passage corridors, and basements cannot be attributed solely to civil and interior works carried out by allottees, as claimed by the Respondent. The Respondent's failure to provide guidelines or set rules for interior works, coupled with their responsibility to ensure the integrity of the structures, raises concerns about the quality of construction itself.
- f. **Common Area Encroachments:** The Respondent requests proof of the encroachments, Photographs of encroachments have been provided as evidence (enclosed as Annexure - 11). The respondent and their team have been responsible for maintaining the complex since the date of obtaining the Occupancy Certificate (OC), thus making them aware of any encroachments - and without the need for a formal complaint.
- g. **Escape Routes:** The NOC bearing number 401150002021, dated 08.10.2021, appears incomplete as the corresponding drawings and compliance reports linked to this certificate are missing from the attached evidence. Without

proper evidence from the Respondent demonstrating the approved escape routes as per the NOC, denial of any deficiencies pointed out by the complainants is patently unjust. Concerns arise regarding the possibility that some escape routes might have been closed after the issuance of the NOC. We believe, similar to the encroachments on common areas, the closure of escape routes by the builder/ individual allottees may have occurred post-receipt of the NOC from the State Disaster Response & Fire Services Department.

- h. **Solar Heater and Solar Fence:** The Association of Owners have frequently raised concerns about the need for activating the solar heater system, the Respondent insisted on a 70% occupancy threshold, which has been surpassed long ago. Currently, the occupancy stands at approximately 72 flats, equivalent to 90%. This data was known to the Respondent's team dealing with maintenance activities. Yet, they remained silent on activating the solar heater.
- i. **Water Seepages in Flats:** Despite the Respondent's attempt to deflect attention to interior works, it is important to emphasize that the root cause lies in the improper plumbing work conducted by the Respondent's respective contract teams. The evidence of seepage in the flat of Complainant no. 1, 2C, originating from 3C, has been acknowledged by the Respondent in previous communications. Yet the issue lingers on.

16. Apart from the above, the Complainants brought to light, several other issues such as the following:

- a. Irrigation: The Respondent has failed to install a drip system in the landscape areas as promised.
- b. Lighting: The promised solar-powered light posts for lamp fittings in the landscapes have not been provided by the Respondent.

- c. Water meters: Despite being promised in the Project brochure, individual water meters for each unit/flat have not been provided by the Respondent.
- d. LPG: Another item promised in the Project brochure is centralized gas supply to all individual flats, along with consumption meters. This has not been implemented as promised.

17. It was submitted that the Respondent had been evading commitments outlined in the Project brochure and attempting to divert attention from these issues as well. Despite repeated correspondence from the Association of Owners highlighting the shortfalls and deficiencies, urging the focus on priority concerns, the Respondent has neglected to address our pleas, requests, submissions about various deficiencies and shortfalls.

18. The Respondent filed a Sur-Rejoinder to above limited to addressing and dealing with the new issues raised by the Complainants and refuting all the claims so made by the Complainants.

Inspection Report findings:

19. In light of the claims made and upon request by both parties, this Authority directed an inspection of the Project premises by Technical Team of the Authority and the observations of the said Inspection Report are as follows:

“Description of Project: Residential Bldg/ Apartment building consisting of A2 (Club House) : 1 Stilt + 3 floors, A1 (Main Building) : consisting of 2 Cellar + Ground + 9 Upper floors in plot Survey No. 1 & 111 of Kokapet – ORRG Village, Gandipet-ORRG Mandal, Ranga Reddy District over an extent of 4,774.86 Sq. Mt.

As per the authority direction the technical team of TG RERA consisting of Technical Engineer, Technical officer and Tahasildhar have inspected the above project on 20.04.2024 and carried out inspection of A1 (Main Building) and Club House with common amenities of the project along with the Complainants, Respondent builders and Members of Earth Woods Flat Owners Maintenance Mutually Aided Cooperative Society Ltd (EOMMCS).

During the inspection, the complainants presented a brochure of the project which was issued to the allottees initially and promised to be provided by the respondent builder. Thus the inspection carried out with the reference to the brochure and the sanctioned plan specifications offered, and visual inspection of the Quality aspects, workmanship and amenities, allegations raised by the complainants in the complaint No. 1930/2023.

Observations:

1. Club House:

- a. It is observed that the club house structure consist of basement, and above the basement is G+2. The basement of the club house is connected with basement level – 1 of the main building. Water seepage from swimming pool into club house basement staircase is noticed.*

2. Sewage Treatment Plant:

- a. The issue of leakage from existing sewage treatment plant (STP). It is observed that the leakages are attended by the respondent and found no leakage during inspection.*
- b. Regarding foul smell, it is observed that, though necessary exhaust pipelines are provided by respondent, due to multiple bends in pipe line, the system seems not working in its full efficiency. Respondent clarified*

that, to avoid running of pipeline through front elevation, they are diverted towards basement resulting multiple turnings.

3. Terrace Leakage (9th Floor):

- a. During inspection, leakages are observed in flat. No. 9 G & 9 F due to development of cracks in terrace VDF flooring, which need to be addressed by adopting proper water proofing methods. The respondent agreed to attend the issue.

4. Parking provisions & allotments:

- a. Regarding accommodation of parking slots the issue may be resolved by the respondent in coordination with Complainants and Association (EOMMCS).

5. Building's Structural issues:

- a. During the inspection, the surface cracks in main block lift/staircase walls, cracks in roof slab of basement -II and cracks in VDF flooring in basement -I are observed and noticed that the respondent has attended pressure grouting for basement -II slab to rectify the leakage and cracks in basement-I VDF flooring with water proofing was attended.

6. Common area encroachments:

- a. It is observed that, the common corridor in front of flat no GA in ground floor, 8A in 8th floor are blocked with MS grill doors by the respective flat owners.
- b. Common area encroachments are observed at the western side of apartment at outside of the Flat Nos GA & GF in ground floor.
- c. It is observed that, the back side of the ground floor the cutout area made car parking with tin shed.

7. Escape Routes:

- a. *The respondent may be directed to submit the complete fire safety plan along with NOC, which was approved by the State Disaster Response and Fire Safety Services Department to the Association (EOMMCS).*

8. Solar Heater provision and solar fence:

- a. *It is observed that, solar heaters were installed on terrace with all infrastructure.*

9. Water seepage in flats:

- a. *Inspected the Flat bearing Nos 2C, 2B & 3C and observed dampness and peeling of putty paint in toilet walls, Entertainment room external walls in flat 2C and walls in front of in 3C are noticed. Though the respondent attended water proofing treatment in certain locations, the problem as raised by the complainants still persists. The respondent may be directed to rectify such issues in coordination with the Association (EOMMCS)."*



Observations & Directions:

20. This Authority has considered the contentions of both the parties. The issue here remains with respect to the issues in relation to the club house, sewage treatment plant, terrace leakage in 9th floor, parking provision and allotment, building structural issue, common area encroachment, escape routes, solar heater provision & solar fence and water seepage in flats.

21. In light of the above observations in the Inspection Report dated 20.04.2024, which are self-explanatory, this Authority, deems it relevant to extract Section 14 of the Act, 2016 which provides as under:

Section 14(3)

“(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.”

22. Admittedly, the Complainants, had been raising these issues with the Respondent, however no response had been attributed to them to the detriment of the allottees. The observations in the Inspection Report demonstrate that the Respondent has undertaken merely superficial measures for the purpose of filing the Reply. The photographs submitted therein depict that numerous works, which were assured to the allottees at the time of purchase, remain unfinished by the Respondent. Even after considering the contentions raised in the Reply filed by the Respondent, the conduct of the Respondent is apparent and proves his irresponsible attitude to the allottees/complainants. Therefore, while considering the contentions of both parties, the following directions are issued:

- a. **Club House:** As noticed during Inspection, the Respondent is directed to rectify and attend the water seepage from swimming pool into clubhouse and further into the basement staircase; and
- b. **Sewage Treatment Plant:** As noticed during Inspection, the Respondent is directed to rectify deficiencies in the STP and maintenance to be done by professional agency employed by the Association; and

- c. **Terrace Leakage (9th Floor):** As noticed during Inspection, the Respondent is directed to do water proofing on the terrace to prevent leakages; and
- d. **Parking provisions and allotment:** Regarding accommodation of parking slots the issue shall be resolved by the Respondent in coordination with Complainants and the Association; and
- e. **Building's Structural issues:** As noticed during Inspection, the Respondent is directed to rectify the damaged VDF Flooring in basement-II between parking No.55 & 76 and opposite lift; and
- f. **Escape routes:** As noticed during Inspection, the Respondent is directed to take advise from fire consultants to complete the fire safety plan in the Project along with NOC duly approved by State Disaster Response and Fire Safety Services Department to the Association; and
- g. **Solar heater provision and solar fence:** As noticed during Inspection, the solar heaters were installed on the terrace with all infrastructure; and
- h. **Water seepage in flats:** As noticed during Inspection, the Flat Nos. 2C, 2B and 3C have dampness and peeling of putty paint. Though the Respondent attended water proofing treatment in certain locations, the problem raised by the Complainant still persists. Therefore, the Respondent is directed to rectify the same; and
- i. The Respondent is directed to strictly comply with the above-mentioned directions within a period of 60 (sixty) days and submit compliance report to the Authority; and
- j. **Common area encroachments:** The issues raised in this regard may be amicably resolved in consultation with the Association and to be removed; and
- k. As has been pleaded by the Respondent, and admitted by the Complainant No.1 in Complaint No.1930/2023, the maintenance dues to be paid to the

Respondent shall be paid within a period of 30 days, failing which appropriate action under Section 67 shall be initiated against the said Complainant.

23. In lieu thereof, the present Complaint stands disposed of. Parties are hereby informed that non-compliance of the above directions shall attract penalties under Sections 63 and 67 of the Act, 2016. No order as to costs.

24. The Complainants are at liberty to approach the Adjudicating Authority by filing appropriate application (Form – “N”) to seek compensation.

24. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal in accordance with Section 44 of the Act, 2016.



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

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

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