

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

**COMPLAINT NO.1834 OF 2023**

**17<sup>th</sup> day of May, 2024**

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

Sri Nishanth Garikipati & Ors

...Complainant(s)

Versus

M/s Shiva Shakthi Constructions

...Respondent

The present matter filed by the Complainant herein came up for final hearing on 21.03.2024 before this Authority in the presence of Complainant present in person and Sri Ramana, authorised representative on behalf of the Respondent and upon hearing the arguments of the parties, this Authority passes the following **ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and 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 "Rules") seeking directions from this Authority to take action against the Respondent.

**A. Brief Facts on behalf of the complainant:**

3. The complainant has raised several concerns and grievances against The Respondent - LAWNZ Builder, particularly related to construction quality, false promises, project delays, and unfulfilled amenities. The RERA registration for the project has expired, and despite 10 months passing since the expiry, construction and handover have not been completed. Mr.

Garikipati purchased his flat in September 2019, and numerous issues persist, even after an informal unfinished handover.

**4.** The agreement, duly signed on 29-09-2019, has lapsed. Rent of 5RS per square foot, as per the agreement clause from 29-09-2020 to 29-09-2021, remains unpaid. Repeated attempts for agreement renewal have been ignored by the Sales team.

**5.** As per clause, the complainant was supposed to get the Rent of 5rs per square foot, which was not paid by the builder. Finally, after several arguments, around 2.5 Lakhs of delayed rent was settled last month.

**6.** The living conditions in G-Block are likened to a slum with dust issues. The maintenance and servicing team lack assistance, and the lift is non-functional.

**7.** Several promised features from the builder's brochure are incomplete, including plastering, door polish, painting, intercom, and electrical wiring.

**8.** The complainant had done most of the work with his own funds, such as internal cement plastering, internal and external painting with premium quality, intercom facility, proper internal and external electrical wiring, and enough switchboards. The builder has not compensated for any of the work done by him.

**9.** The Promoter builder has collected 1.5 lakhs as a club membership fee, which is yet not handed over to the association.

**10.** There is a lack of specified amenities such as STP Plant, Intercom, Designer Landscape, Drainage & Garbage collection management, 24 hours security (but no CC cameras are provided), Deluxe quality construction, Solar fencing, Car Wash area, and children's play area.

**11.** The complainant also claims that the information provided on the RERA website is false.

**12.** Furthermore, the complainant contends that there are endless G-Block issues such as:

- a. Parking allotment with markings and final painting.
- b. Removal of construction waste in parking and proper cleaning.
- c. Removal of construction waste in the Zero floor.
- d. One lift has been shut down for 1 month.
- e. The second lift usage by labor is very heavy, making it unusable.
- f. Cleaning of paint marks from windows.
- g. At least a single coat of painting for balcony grills.
- h. At least a single coat of painting in duct areas.
- i. Cleaning the balcony corridor, correcting electrical wiring inside, and closing patch works.
- j. At least a single coat of painting in the balcony corridors.
- k. Cleaning all construction waste and spider webs/nests, at least on the zero & fourth floors.
- l. Covering UPVC windows in the balcony area near lifts.
- m. No paints on the wall behind railings.
- n. Seating arrangements and landscape and plant arrangements near G block.
- o. Rainwater floating & drainage covers or holes need to be set.
- p. Lights to be installed surrounding the building.
- q. Sump and water tank cover & lid.
- r. Water tank filters installation.
- s. Tap for every second floor.
- t. Grouting in corridors.
- u. Basketball and cricket nets.
- v. Granite damages near G Block entrances.

w. All seepage issues (Swimming pool, clubhouse, parking's individual flats) in the 1-2 cellar.

x. Seepage issues in parking (1-2) and also on the zero floor in the duct areas.

y. Power room is locking very dangerously with rats and snakes.

**B. Relief sought:**

13. The complainant seeks the intervention of the authorities to address the persisting issues within G-Block and to direct the Respondent Builder to fulfill all promised amenities as delineated in the brochure

**C. Respondent Reply:**

14. C. Respondent Reply:

14. It is submitted that originally, the respondent is a partnership firm formed with the intention of constructing apartments. During the course of our business, landowners approached us to offer their land for development. After mutual understanding, we agreed to develop the land measuring Ac 4.20 Gunta in Sy.Nos. 131/P, 133/P, situated at Kokapet Village, Rajendranger Mandal, R.R. District. Thereafter, we entered into a Development Agreement with the landowners. As per the said Development Agreement, we decided to develop the aforementioned land into A to G Blocks. Accordingly, we commenced the project in the year 2016. Subsequently, we registered our project with RERA.

15. In 2016, we initiated our project and constructed the apartments according to the building permissions granted by the concerned authorities. Initially, we completed Blocks A to D and handed over the flats to the intending purchasers, registering the sale deeds in their favor. Regarding Blocks A to D, we collected maintenance fees for a period of 2 years from the date of flat registration. Subsequently, we maintained all the flats in Blocks A to D for 2 years. After repeated persuasion from our side, The LAWNZ flat owners welfare association (LOWA) was formed. Later, we constructed Blocks E and F, refraining from collecting maintenance fees from the flat owners of Blocks E & F. They subsequently joined the LOWA association.

16. After completing Blocks A to F, we finished Block G. Out of the 48 flats in Block G, we sold almost 24 flats to intending purchasers, registering the sale deeds in their favour. However, 24 flats are still unsold. Despite the formation and functioning of the association for Blocks A to F, which we informed to maintain Block G, they refused, citing the expense of maintaining the entire block by collecting fees from only some flat owners. Hence, we have been attending to minor complaints and repairs brought to our notice by the respective flat owners of Block G. Additionally, we have been addressing complaints raised by the association as well as flat owners of Block G. Regarding the complaint submitted by the present complainant, it has been divided into three categories:

**(a) Issues with respect to the complainant's Own Flat purchase of G 402:-**

- I. The allegation that we did not use cement for plastering and construction is false. Construction cannot be done without cement.
- II. Despite our provision of Brown polish to all doors and waterproof polish to inside bathroom doors, the Complainant refused, opting to do it independently, for which we reimbursed.
- III. We applied 2 coats of NCL Putty and 1 coat of primer to inside walls, but the Complainant refused 2 coats of painting, for which we reimbursed.
- IV. Although we fixed independent locks for all doors and flats, the Complainant refused, and we reimbursed accordingly.
- V. The electrical wiring to the entire project was done by a single contractor, without complaints from other flat owners. Hence, the allegations regarding the quality of wiring in Block G are baseless.
- VI. Internal cable was installed by the builder, while external wires will be provided by Internet service providers (ISPs) like Airtel, Act Fiber, Pioneer, etc.
- VII. It is pertinent to mention that the complainant himself proposed to complete certain internal works, which we agreed to by reimbursing him. Hence, his allegations regarding the abovementioned complaints are false.

**(b) Common Area Issues of the G-Block (The Lawnz):**

- I. Regarding issues in the common area of Block G raised by the complainant and other flat owners, we have addressed and rectified them as promised by November 30, 2023. Although we urged members of Block G to verify completed works and notify us of any pending issues, no one has approached us.

**(c) Common Area Issues, Amenities provided & Pending Handover Activities, court case disputed land, Flat size & undivided share area calculation issues on the whole community (The Lawnz):**

- I. The complainant purchased Flat No. 402 on October 27, 2021, and got the sale deed registered in his favor. Although we commenced the project in 2016, due to various challenges like COVID-19, lack of sales, funds, and labor shortages, we faced difficulties in completing the blocks on time. It is common for projects of this scale to encounter minor complaints and incomplete works. The complainant, who purchased a flat in Block G in October 2021 and another in Block A in August 2023, has continuously raised complaints. However, we have been addressing all complaints raised by the flat owners and the association, including those by the complainant.
  - II. Regarding the civil suit (O.S.No. 161/2023) pending in the 1st ADDL District Court, R.R. District at L.B.Nagar, it involves a dispute over a small portion of land (Ac.0.11 Guntas) out of the total project area (Ac 4.20 Guntas). We have been contesting the suit, and it is pending adjudication. We have informed the association about the suit and assured them of taking necessary steps for its dismissal. The complainant has been using the suit to blackmail us, despite the fact that only a small portion of the total project area is in dispute.
17. To conclude, in order to resolve the matter, it is suggested to appoint a competent person with expertise in the construction field to visit the site, inspect the project, and submit a report on the complaints raised by the complainant and our responses. This will enable the Hon'ble Authority to



make an informed decision and bring an end to the litigation in the interest of justice.

**D. Rejoinder:**

18. The complainant along with the allottees of G-Block of the concerned project have identified various matters pertaining to the construction and facilities within the property development as detailed below; and

19. The Complainants seek redressal and directives from the Telangana State Real Estate Regulatory Authority (TS-RERA) to address the said grievances and ensure compliance with legal and regulatory standards;

20. The Complainants hereby pray before the Authority to look into the below matters and take necessary actions:

**1. Construction Specifications:**

- a. Internal (18mm) and External (20mm) plastering with cement or texture finishing.
- b. Internal and External doors with melamine matte polish and reputed make hardware.
- c. Internal and External single coat paint.

**2. Plumbing and Infrastructure Issues:**

- a. Inadequate provision for independent locking or failure mechanism in toilet plumbing systems leading to water scarcity and maintenance challenges.
- b. Absence of neutral wiring resulting in power fluctuation and shortage issues.
- c. Lack of intercom facility, telephone points, and cables.

**3. Complainants' Demands for Resolution:**

- a. Installation of UPVC windows in common areas of G block.
- b. Non-payment of maintenance by the builder for unsold flats, hindering association formation.
- c. Lack of safety features in lifts and elevators, including ARD system and proper fencing around transformers and DG backup.

- d. Reimbursement of expenses incurred by the association on behalf of the builder.
- e. Absence of blueprints for electrical, plumbing, and power rooms, and inadequate fire safety measures.
- f. Delay in STP Plant readiness. g. Relocation of garbage point away from residential areas.
- h. Provision of car wash area and accessories.
- i. Addressing seepage issues and ensuring adequate water connections.
- j. Enhancement of club house amenities and landscaping.
- k. Installation of CCTV cameras and coverage expansion.
- l. Provision of playgrounds and parking allocation.
- m. Rectification of construction damages and sinking pathways.
- n. Installation of synthetic turf in sports courts.
- o. Completion of handover process as per society norms.
- p. Resolution of land dispute arising from incorrect documentation.

**E. Hearing Conducted:**

21. On 18th January 2024, both parties appeared; however, the Respondent requested additional time to file a reply, citing non-receipt of the complaint copy along with the documents. On 5th February 2024, the Respondent submitted a reply to this Authority. On 7th February 2024, the complainant was accompanied by other allottees of the said project, wherein all the other allottees of Block G of the concerned project accompanied the complainant herein and reiterated the issues raised by the complainant. The complainant and the other allottees of the aforementioned block submitted to the bench that the amenities that were supposed to be provided during the handover have yet to be completed by the Respondent builder. Furthermore, they contended that the quality of materials used for construction is not comparable to Block A of the concerned project. All the allottees of Block G were shown Block A during the purchase; however, it is nowhere similar.

22. Many amenities are missing in Block G that are provided in Block A. Additionally, the Respondent sought time to file a rejoinder.



23. On the subsequent date of hearing, the complainant raised concerns regarding the respondent's attempt to misguide the Hon'ble court and divert the topic by bringing up unrelated matters in its reply submitted. Additionally, the respondent allegedly attempted to intimidate the complainant by threatening legal action and employing foul language. The complainant highlighted issues related to the quality of construction, common area maintenance, amenities provision, pending handover activities, and a court case concerning disputed land. They prayed before the Authority to address the issues raised and provide assistance in resolving the grievances. They requested assurance of safety and protection from intimidation tactics employed by the builder. The complainant emphasized the need for transparency and accountability in addressing the concerns of the residents of The Lawnz community.

24. Contrarily, the Respondent submitted to the bench that they have used high-end quality products and denied all the allegations made by the Respondent. They requested the Authority to conduct an inspection, to which the Complainants also agreed. Consequently, the Authority directed the Technical Department of the Authority to carry out the inspection in the presence of the Complainants and Respondent.

25. On 4th March 2024, the Inspection was carried out in the presence of the complainant, allottees of Block G, and the Respondent's company Management. Observing the Complainants contentions and Inspection report submitted, the Authority observes the following findings:

#### **F. Findings:**

##### **F1. Whether the Respondent is liable to rectify the defects mentioned raised by the Complainants?**

27. The grievances of the complainants are that the respondent has failed to complete the amenities as promised in the brochure, and there are structural defects around and within Block G of the concerned project. During the hearing, the Respondent informed this Authority that they have provided most of the amenities and quality work to the allottees of Block G. This

Authority holds the view that upon reading section 11(4)(a) read with section 14(3) of the RE(R&D) Act, any Builder/Promoter shall be responsible and obligated to rectify all structural defects or any other defects in workmanship, quality, or provision of services within a period of 5 years from the date of handing over possession. In this matter, the Respondent promised several amenities and quality work in their brochures, sale deed, etc. In fact, the Respondent submitted before this court, requesting for inspection and assured that all defects will be rectified by them. Hence, considering that the Respondent did not disregard or dispute their liability to rectify, and in fact, assured to complete the work and rectify the defects as per the inspection report, it is hereby answered. The Authority directed for an inspection of Block G.

28. As per the Inspection report submitted dated 04.03.2024, the Authority finds the following:

- a. Regarding Flat G.402, the issue about the Respondent utilizing gypsum plastering, the Authority is of the view that there is no structural damage in using gypsum plaster as it is also commonly used by builders. The Authority believes that there is no harm in using gypsum instead of cement plastering as it is an advanced technique.
- b. As per the inspection report, there are no grievances found in the door aspect.
- c. The Authority observes that as per the Inspection report, there are areas where evidently only a single coat has been applied by the Builder/Respondent; hence, the Respondent shall provide double coating where it is required and only a single coat has been applied.
- d. With regard to the complainants raising plumbing and maintenance issues, the Authority believes that such issues shall be sorted out by the Facility Manager appointed by the Society. This Authority will not have any role in these matters. Further, electrical wiring falls under maintenance issues; the Respondent is liable to ensure that everything is laid as per regular standards.

- e. The complainant has raised concerns that the Respondent/Builder has not provided Intercoms. Upon verification in the brochure, it is clear that the Respondent mentioned Intercom facilities; hence, as per the brochure, the Respondent shall provide Intercom connection facilities to the Complainants.
- f. The complainant has raised Maintenance issues in Block G. The Authority views that the Facility Manager of the Society shall look into this, and it is not within the Authority's purview.
- g. Further, the residents of Block G have raised concerns that the transformer area is open and accessible to children playing in the play area. The Authority believes that as there is no proper safety fence area, it gives rise to safety concerns. Hence, the Authority is of the view that a compound wall must be constructed near the transformer area to safeguard the children playing in the area.
- h. In regard to STP Plants, as per the Inspection report, it is observed that STP/Machinery/equipment has been installed. However, pumping is not functioning due to a motor problem. However, as the builder has agreed to address the issue as early as possible and make the STP functional, hence, the builder shall ensure that STPs are functioning.
- i. Garbage Issues have to be taken up by the Society.
- j. Issues raised by the complainants regarding Heavy seepage issues in Basement 1, Basement 2, and the Swimming pool area. The Authority, in view of the inspection report, observes structural defects; hence the Respondent shall immediately rectify seepage and leakage issues of Block G of the concerned project.
- k. Further, the Respondent shall be liable to ensure that no water enters into the cellar as well as the lift pits. Flooring works have to be undertaken with proper gradients and drains.
- l. With respect to the contention that no Manjeera water connection is provided to blocks E, F, and G. As per the inspection report, it is observed that there are two underground sumps, one in Block A to which the Manjeera water connection is provided, and the same is being pumped into the second sump for Blocks E, F, and G. The Authority

opines that if the Respondent continues this practice, the gravity system won't work in later times and might damage the existing pipelines laid. Hence, every block shall be provided with a Manjeera water connection separately as promised by the Builder/Respondent in their brochures.

- m. The Builder should provide drilling for one more borewell in a functional mode.
- n. The Respondent has constructed a clubhouse, and regarding furniture in the clubhouse, minimal furniture needs to be provided by the Respondent, and gym equipment needs to be provided.
- o. As regards to Fire safety provision, this issue will be examined by HMDA while issuing the Occupancy Certificate.
- p. CCTV cameras need to be provided in the common areas such as the Lift area, corridors, and parking area for safety purposes.
- q. Further, the Complainants have raised that the designer landscapes are all not provided. The Authority views that the Builder/Respondent shall adhere to the sanctioned plan and brochure, and the landscape shall be developed as per them accordingly.
- r. The complainant in his complaint has raised that one play area is missing, and the same is reiterated in the inspection report, that instead there is a CC pavement which is being used for parking. The Respondent shall follow the HMDA sanctioned plan and brochure for this play area which is not provided by the Respondent.
- s. Further, the complainant stated that the respondent has failed to provide signboards. The Signboards have to be provided in driveways and parking areas.
- t. The complainant has submitted that most of the pathways around the building are damaged. The Respondent shall repair wherever the tiles are damaged in pathways.
- u. Further, all the original documents related to the Project shall be handed over to the society.

#### **G. Directions of the Authority:**

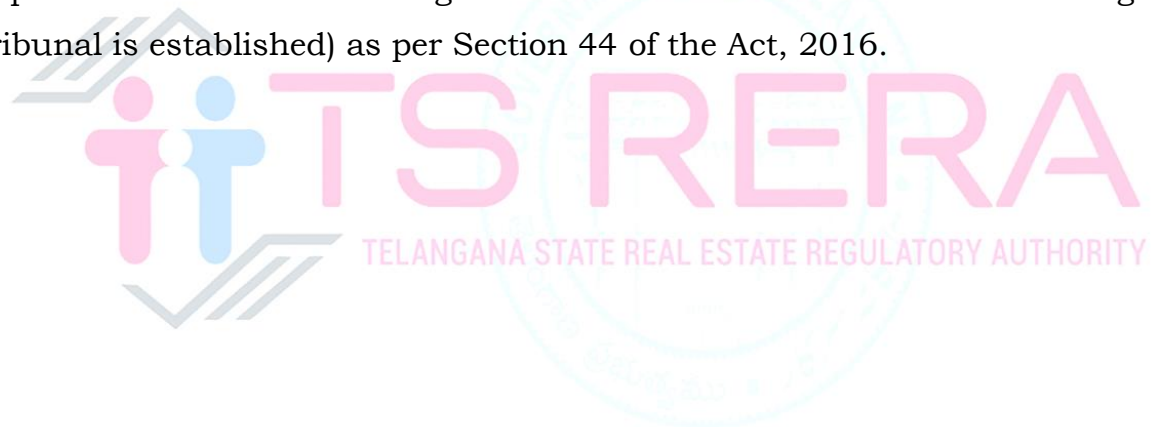
29. Therefore, vide this Order, this Authority deems fit to direct the Respondent Builder to make necessary changes and rectify the identified defects within 60 days from the date of the receipt of this Order and subsequently, to submit proof of such rectification upon the completion of the stipulated time period. These directives are issued in accordance with the aforementioned findings and are to be implemented promptly by the Respondent:

1. The Respondent is directed to provide double coating where necessary.
2. The Respondent shall ensure that the electrical wiring conforms to regular standards.
3. The Respondent is directed to provide Intercom connection facility.
4. The Respondent to construct a compound wall near the transformer area to safeguard children playing in the vicinity.
5. The Respondent shall ensure proper operation of STP's provided.
6. Structural defects leading to seepage and leakage in Basement 1, Basement 2, and the Swimming pool area must be rectified by the Respondent without delay.
7. Steps must be taken by the Respondent to prevent water ingress into the cellar and lift pits. Proper flooring works, including gradients and drains, are to be implemented accordingly.
8. The Respondent shall provide separate Manjeera water connection to each block.
9. The Respondent shall provide drilling for an additional borewell in functional mode.
10. Minimal furniture and gym equipment must be provided by the Respondent for the clubhouse.
11. The Respondent shall install CCTV cameras in common areas such as the Lift area, corridors, and parking area is mandated for safety purposes.
12. Respondent shall adhere to the sanctioned plan and brochure for the development of designer landscapes.
13. Compliance with the HMDA sanctioned plan and brochure is required for the provision of a play area.

14. Signboards must be provided in driveways and parking areas.
15. The Respondent shall repair damaged tiles in pathways.
16. All original project-related documents must be handed over to the society without delay.

30. In lieu of the above-mentioned directions, the present complaint stands disposed of. Upon the failure of the Respondent Builder to comply with the present Order, appropriate action, including imposition of a penalty, will be taken as per provisions under Section 63 of the Act, 2016.

31. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) as per Section 44 of the Act, 2016.



**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**