

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 198 of 2024

6th June 2025

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

1. Mr. Amit Kumar Bhatnagar

S/o late Shri. Vijay Kumar Bhatnagar,
villa no.12, waterfront villas,
behind krushi defence colony, patelguda road,
Pathancheru – 502319

2. Mr. M. Parthasarathi

S/o Shri. M.Venkateswara rao, 2-48/1/76,
Plot No:76, Telecom Nagar extn,
Gachibowli, Hyderabad-500032

3. Mr. Raj Kumar Bhatnagar

S/o Late Shri. Vijay Kumar Bhatnagar,
villa no 11 - 502319

4. Mr. Kishore Kumar Bhatnagar

S/o Late Vijay Kumar Bhatnagar,
villa no 10 - 502319

5. B. Sridhar

S/o late Shri. B.Anandam,
villa no 30, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

6. Mr. Praveen Reddy

S/o Shri. bhupathi Reddy,
villa no 93, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

7. Mr. Sushanth DevJanardhan

S/o Shri. Janardhan, villa no 61,
villa no 93, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

8. Mr. Manoj Kumar Yedlapalli

S/o Shri. Krishna Rao, villa no 21,
waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

9. Mr. Ajay Kumar Purella

S/o Shri. Rajaiah Purella,
villa no 62, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

10. Mr. Manikanta Purushotham Adapa

S/o Shri. Janikiramayya,
villa no 56, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

11. Mr. Aripirala Praveen

S/o Shri. Aripirala Ramakrishna,
villa no 50, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

12. Mr. Nomula Eshwar Reddy

S/o Shri. Nomula Gangareddy,
villa no 68, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

13. Mr. Prasanna Kumar Koluguri

S/o Late: Shri. Ravinder Koluguri,
villa no 68, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

14. Mr. Subrahmanysarma Peri

S/o. Shri. Lakshmi narasimham Peri,
villa no 27, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

15. Mr. Amrit Kumar

S/o Shri. Markandey B Sahay,
villa no 52, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

16. Mr. Satish Kumar Korrapati

S/o Shri. Siva Venkateswara Rao,
villa no 55, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

17. Mr. Srinivas Reddy Kovvuri

S/o Shri. Venkata Reddy kovvuri,
villa no 76, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

18. Mr. Prasad Kote

S/o, Shri. Venkateswarlu Kotte,
villa no 64, waterfront villas,
behind krushi defence colony,

patelguda road, Pathancheru-502319.

19. Mr. Aditya Kumar

S/o Shri. D. Govind Rao,
villa no 24, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

20. Mr. Suda Murali

S/O Shri. Suda Pochaiiah, villa no 8,
waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319

21. Mr. Vinay Mohan Botsa

S/o Shri. Pari Naidu botsa,
villa no 16, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

22. Smt. Anuradha Chanda

W/o Dr Uma maheswara rao Pilli,
villa no 69, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru- 502319

23. Mr. N. Harish Babu

S/o Shri. Chalapathi Rao, Flat 102,
Sai Vamsee's Brindavan appt,
Hafeezpet, Hyderabad 500049

24. Mr. Arjun Vanga& Vishnu Vardhan Vanga

S/o. Shri. Anand Vanga, Flat No. 304,
LG Suchitra Classic Apartment,
Qutbhullapur Road, Suchitra,
Hyderabad - 500055

25. Mr. Ranjith Ramilia

S/o Shri. Rama Swamy Ramilla,
villa no 15, waterfront villas,
behind krushi defence colony,
patelguda road, Pathancheru-502319.

26. Mr. Naveen Kumar Kuruvella

S/o Shri. Narasimha Rao, villa no 54,
waterfront villas, behind krushi defence colony,
patelguda road, Pathancheru-502319.

27. Mr. Ravi Kumar Sunkari

S/o Shri. Laxmaiah Sunkari, villa no 6,
waterfront villas, behind krushi defence colony,
patelguda road, Pathancheru-502319

28. Mr. Thumurugoti Shivakrish

S/o Shri. Baburai, villa no 77,

waterfront villas, behind krushi defence colony,
patelguda road, Pathancheru-502319.

...Complainants

Versus

1. M/s. GT Infra Projects Pvt Ltd

S/o Shri. G.Raghu, G-2, Ashoka Capital,
Road No2, Banjara Hills,
OPP: KBR Park, Hyderabad -500034

2. M/s. Devansh Infra Pvt Ltd

S/o, Shri. T C Bansal,
(formerly DEVANSH INFRA LLP) (Land Lord),
501, Dev Dhanuka Prestige,
Banjara Hills Hyderabad - 500034

...Respondents

The present matter filed by the Complainant herein came up for hearing on 09.04.2025 before this Authority wherein the presence of the Complainants and Respondent No.2 appeared in person, while Respondent No.1 was absent. After hearing the arguments from both parties, this Authority passes the following **ORDER:**

2. The present complaint has been filed by the Complainant 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 Complainant submits that they made a significant financial investment in the project with the expectation that the development would be completed by December 31, 2022, as initially promised. This commitment was a crucial factor in their decision to purchase the property, and they planned their finances and future around this timeline. However, the Complainant states that they were informed that the completion date had been extended by a full year, to December 31, 2023. Despite the extension, the project remains incomplete, with little progress made even after the additional time provided by RERA. This continued delay has caused immense inconvenience and raised concerns about the promoter’s commitment to fulfilling the terms agreed upon at the time of purchase.

4. The Complainant alleges that the amenities that were specifically promised at the time of purchase remain incomplete or entirely unaddressed. These include adequate street lighting, a 24-hour water supply, a boundary wall with solar fencing, a clubhouse, proper painting of partition walls, and BT roads. The Complainant submits that the absence of these

amenities not only affects their quality of life but also reflects poorly on the overall quality of the project.

5. The Complainant further submits that the construction and finishing quality of the villas are substandard. They state that cracks, breaks, and seepages were observed even during the initial stages of their housewarming ceremonies. These issues were not addressed immediately, forcing the Complainant to bear the expense of resolving them independently. Additionally, other problems such as the incomplete installation of safety grills and improper sealing of windows have compromised both safety and comfort for the residents.

6. The Complainant alleges that security arrangements are highly inadequate for a community of this size. The absence of CCTV surveillance and insufficient security personnel have left the residents vulnerable to various threats, including theft and unauthorized access. The Complainant submits that the current security setup, which includes only one security guard on duty during the night and no dedicated security check post, is unacceptable and poses a significant risk to the community's safety.

7. It was submitted that the promised environmental and sustainability measures, such as a rainwater harvesting system, have not been implemented. This failure undermines the project's commitment to sustainability and deprives residents of essential infrastructure that would contribute to long-term water conservation.

8. The Complainant submits that despite residents already moving in, many villas remain incomplete, with unresolved construction defects such as water seepage, unfinished electrical work, and inadequate plumbing. These issues, along with other damages such as the leaning wall of Waterfront Villa 56, have caused significant distress and safety concerns for the residents.

9. Moreover, its continued lack of progress on the promised amenities, coupled with the substandard quality of construction, raises serious concerns about the promoter's ability to deliver on its commitments. The Complainant alleges that the issuance of the Occupancy Certificate (OC) should be contingent upon the completion of all promised amenities and infrastructure. They assert that granting an OC prematurely would imply an endorsement of substandard work and undermine the trust of the residents.

10. The Complainant further alleges that the absence of parks and playgrounds, inadequate road infrastructure, and incomplete underground electric cabling contribute to the

subpar living conditions in the community. They state that these issues, coupled with poor finishing of villas and incomplete overhead structures, detract from the overall quality and safety of the project.

11. Further, the Complainant submits that the failure to address the aforementioned issues has resulted in significant inconvenience, financial burdens, and safety risks for the residents. They request immediate action to rectify these deficiencies and fulfil the commitments made at the time of purchase to ensure a safe, functional, and fully equipped living environment for the community.

12. The Complainants submits that the Villa 27 faces several unresolved issues despite multiple reminders and escalations to the builder. They allege that the compound wall remains unfinished, with visible rough patches and uneven surfaces, which not only affect the aesthetic appeal of the property but also raise concerns about the wall's durability and protection. They further state that several UPVC windows in the villa are damaged or not functioning correctly, with some windows failing to close properly, leading to drafts and potential security risks. The Complainant also highlights significant seepage from the walls, particularly during rainy periods, which has led to dampness, mould growth, and damage to the interior walls and paintwork.

13. The Complainant submits that Villa 21 is also plagued with several issues despite repeated follow-ups with the builder. They state that the mesh for the sliding doors was not supplied, causing inconvenience, particularly for their family, including a two-year-old child, due to mosquitoes. They further allege that they refused the original stainless-steel staircase grill due to poor material quality, and while the builder promised a refund for the grill amount, no action has been taken to date.

14. The Complainant submits that Villa 64 has several pending issues that have not been resolved despite repeated reminders. They allege that the staircase door requires replacement due to improper installation and the use of non-stainless steel screws, an issue acknowledged by the GT team but left unaddressed. Additionally, they claim that mosquito nets, promised at the time of purchase, have not been installed, causing considerable inconvenience. The Complainant also highlights that the garden wall construction, agreed upon by the GT team, remains incomplete, affecting the garden's utility and appearance. Further, they allege significant seepage in the ground floor bedroom washroom, causing damage and inconvenience.

15. The Complainant submits that Villa 17 faces severe issues, including the absence of sanitary fittings in the bathrooms and the lack of a proper water supply. They also allege that the stainless-steel staircase grill has not been installed. Furthermore, they claim persistent seepage at various places inside the villa, despite multiple repairs. The Complainant insists that the builder must fix these issues permanently or reconstruct the entire villa.

16. The Complainant submits that Villa 50 has outstanding issues, specifically regarding setback levelling and painting, which remain pending despite several reminders and escalations to the builder.

17. The Complainant submits that Villa 8 suffers from a significant structural defect involving the grade slab, which lacks plinth beams. They allege that the soil beneath the slab is shrinking, creating gaps between the grade slab and the soil. These issues have resulted in numerous cracks around the villa, particularly on the east-facing left corner, which is severely impacted. The Complainant asserts that a temporary rectification using metal beams was performed but only on two sides, leaving the long-term safety of the house in jeopardy.

18. The Complainant submits that Villa 54 faces unresolved water-proofing issues, with significant seepage observed in certain areas, causing damage and inconvenience. They also allege that the installation of grills, a part of the agreed-upon work, remains incomplete, posing a security risk and affecting the property's functionality. Additionally, the Complainant states that persistent bathroom leakages, which were not present before the work began, are causing water damage and potentially compromising the structural integrity of the property.

B. Relief sought:

19. The Complainants has sought the following reliefs:

- a) *We request RERA not to give any extension for the project.*
- b) *RERA to Intervene and force Promoters to complete the promised amenities in Next One Month (i.e. before 30-09-2024).*
- c) *We request to RERA if Promoters (GT Infra Projects Pvt Ltd and Devansh constructions) failed to complete the promised amenities Promoters must pay us the agreed rents / Interest mention in agreement of sale document.*
- d) *We request to RERA to take necessary actions on Promoters if any of the temporary arrangements are stopped.*

C. Counter on behalf of Respondent No.1

20. The Respondent No.1 company was incorporated in 2016 to engage in real estate and construction activities. In July 2017, M/s Dev Shri Constructions offered land measuring Ac. 6-18 guntas for development. Believing in the offer's legitimacy, the respondent agreed and paid ₹2 crores. However, it was later discovered that M/s Dev Shri Constructions did not have ownership rights over the land when accepting payment. The ₹2 crores paid by the respondent was then used by Dev Shri Constructions to obtain an Agreement of Sale-cum-General Power of Attorney (AGPA) from the original landowners on 23-08-2017 (Doc No. 18040/2017).

21. Subsequently, Dev Shri Constructions transferred the land to Respondent 2. To further the development process, on 14-11-2018, the Respondents made an additional payment of ₹1 crore and entered into a Development Agreement (Doc No. 44794/2018). However, after the agreement, several complications emerged related to land ownership, development rights, and legal uncertainties.

22. The Respondent No.1 company faced additional setbacks when it approached GHMC (Greater Hyderabad Municipal Corporation) for necessary project approvals. Initially, M/s Dev Shri Constructions had assured the respondent that they had already applied for approvals, but this turned out to be false. This misrepresentation led to further delays, as GHMC referred the case to the Water Body Committee, Budha Bhavan, Hyderabad, due to the presence of water bodies in the vicinity of the project site. After prolonged procedural hurdles, approvals were finally granted on 29-05-2019, and the official deadline for project completion was set for 28-06-2025.

23. It is respectfully submitted that disputes involving Krushi Defence Colony and legal proceedings are unrelated to the Complainants. They cannot raise concerns over issues adjudicated by the Hon'ble High Court in Writ Petition No. 18267/2019. The respondent is responsible for addressing any disputes, ensuring project commitments are met.

24. It is respectfully submitted that any delays due to external factors, including COVID-19, were accounted for, and RERA granted an extension. The nationwide lockdown resulted in mass labour migration, with workers returning to their native places, causing a significant workforce shortage. The respondent faced severe financial stress due to halted construction

activities, compounded by supply chain disruptions that led to shortages of essential raw materials. Additionally, concerns over workers' well-being, including providing food, medical care, and accommodation, further strained the respondent's resources and progress on the project.

25. Despite these challenges, the respondent remained committed to maintaining construction quality, with 95% of the project completed by 2024. However, some customers occupied their villas without permission and made unauthorized modifications, leading to disputes and unfounded allegations about construction quality. The respondent's dedication is evident, yet unauthorized actions have compromised the project's integrity.

26. It is respectfully submitted that the respondent's statement regarding the project completion date of 28-08-2024 is misleading. The agreed handover date per RERA was December 2022, as shown in the builder's marketing materials and sales communications. The total payment collected at registration indicated the project was to be completed by that date. Any delay beyond this is due to the builder's inaction, not the homeowner's actions. The claim that some homeowners took possession without the developer's consent is false they occupied their villas only after informing the builder. If otherwise claimed, the builder should provide evidence. Regarding alleged changes by homeowners, the builder must prove how this impacted project completion. The burden of proof lies with the builder to show these modifications caused any delays.

27. The Respondent No.1 alleged that the Respondent No. 2 (the landowner) sold his share of villas at lower prices, which undermined the market price established by the developer. This forced the respondent to reduce prices, resulting in substantial financial losses. As per the GHMC permission granted on 29-06-2019, the construction must be completed by 28-06-2025. The respondent assures all stakeholders that this deadline will be met.

28. The Respondent No.1 submitted that some villa owners took unauthorized possession of their properties and subsequently raised complaints about construction quality. The respondent addressed 14 such complaints, but new allegations continue to emerge. All remaining issues will be resolved in due course.

29. The Respondent No.1 submits that individual villa complaints raised by the owners pertain to specific issues that have either been resolved or are in the process of resolution.

The respondent denies any negligence and attributes delays to external factors such as litigation, obstructions from neighbouring properties, and challenges posed by the COVID-19 pandemic. Below is a detailed response to the complaints raised by villa owners:

- i. Villa No. 8: The respondent stated that the villa was completed in November 2023. The structural defects reported by the owner were attributed to modifications made to the window grills. No defects were noted at the time of handover, and the bathroom leakage issue was not communicated to the respondent for rectification.
- ii. Villa No. 21: The respondent clarified that internal work was completed before October 2023. The complaint about missing sliding door mesh was due to vendor delays affecting three mesh doors. A new vendor has been engaged to address this issue promptly.
- iii. Villa No. 27: The respondent stated that internal work was finished by March 2023, and the villa was occupied in May 2023. Complaints about unfinished compound walls and wall seepage were resolved. UPVC windows were installed, and all issues have been addressed.
- iv. Villa No. 50: The respondent submitted that stair grills were installed in September 2023, and the water supply pipeline was connected a year ago. Claims of missing sanitary fittings and other concerns have been fully resolved.
- v. Villa No. 52: The respondent confirmed that concerns regarding sanitary fittings, water supply, and stair grills were addressed, with the grills being installed on March 17, 2024.
- vi. Villa No. 54: The respondent clarified that the villa was handed over in December 2023. Waterproofing issues were resolved through structural retrofitting, including the installation of MS I-beams. Repainting was completed in May 2024, and no new cracks have been reported since.
- vii. Villa No. 64: The respondent stated that the villa was occupied in April 2024. Complaints regarding staircase doors, mosquito nets, and seepage were resolved by September 2024. It was also clarified that mosquito nets were not part of the original agreement. The respondent emphasizes that delays were caused by external factors beyond its control, such as litigation, neighbouring obstructions, and the COVID-19 pandemic. The respondent denies any negligence and remains committed to completing the project by June 28, 2025.

D. Counter on behalf of Respondent No.2

30. The Respondent No.2, acknowledged that the development was initially promised to be completed by December 31, 2022, but this date has been extended to December 2023. The project remains incomplete, causing delays affecting both the Complainant and the respondent. However, over 95% of the project is complete, with many purchasers already occupying their villas.

31. The Respondent No.2, alongside the landowner, entered into a development agreement with R-1 on November 14, 2018, for villa construction. Permissions from the Greater Hyderabad Municipal Corporation (GHMC) were obtained in 2019, and construction must be completed by June 28, 2025. R-2 has no active role or responsibility for the delays but has requested the developer to expedite the project.

32. The claims of insufficient street lighting are denied; adequate street lighting has been provided, and temporary lights were installed during construction. While a 24-hour water supply was promised, water is currently supplied manually. However, one or more villas do receive water daily, and residents have agreed to contribute to a maintenance fund.

33. The clubhouse is marketed as a central amenity, and while 90% is completed, some owners chose to paint villa partition walls themselves, creating the appearance of incompleteness. Roads are properly designed, except for the entrance gate, and the respondent is committed to addressing any reported defects.

34. The Respondent No.2, denies that underground cables pose safety risks, stating all power cables are underground, with some unused cables coiled in areas. Playground and park materials are temporarily stored due to ongoing construction, but these areas will be cleared once work is complete. Claims about poor construction quality and inadequate security are rejected. Respondent No.1 plans to reinstall vandalised CCTV cameras post-construction, and security personnel are in place. The Complaints about security arise from residents not paying maintenance fees, which total Rs. 1,362,082 spent on security services so far. Respondent No.2 recognises a commitment to a common rainwater harvesting system, with ongoing construction on the site.

E. Rejoinder filed in response to Respondent No.1

35. The Complainants submitted that the 1st Complainant, authorized to represent the other Complainants, and are well-acquainted with the facts of the case. The complaint against Respondent No. 1, the developer, highlights specific grievances that need judicial examination. The counter filed by the respondent is without merit and should be discarded. The respondent's denial of the material allegations is unfounded. The Complainants have provided sufficient documentary evidence to support their claims, including additional proofs attached in the response. Additionally, the disputes raised between the developer and M/s Dev Shri Constructions, and the landowners, are unrelated to the Complainants, who should not bear responsibility for resolving them.

36. The issues related to land transfer and agreements between M/s Dev Shri Constructions, and respondent No. 2 are unrelated to the Complainants. They are not involved in disputes between the developer and landowner, which should be resolved between those parties. Furthermore, delays regarding GHMC approvals occurred before RERA came into effect, so the Complainants cannot be held liable for any pre-RERA issues. The obstruction by Krushi Defence Colony and related legal matters also do not involve the Complainants.

37. The Complainants stated that any delays due to external factors, including COVID-19, are acknowledged and covered by a RERA extension. The completion date of December 2022, as per RERA, is correct, and claims of unauthorized possession by homeowners are unfounded. The complainants have no connection to pricing disputes between the developer and landowner, which are separate from the already lapsed RERA completion date.

38. Additionally, the reasons provided by the respondent for delays, such as interference from neighbors and COVID-19, are unacceptable and do not justify exceeding the RERA-approved completion date. The responsibility for adhering to this timeline rests solely with the respondent. The claim that the Complainants occupied the villas without consent is false; the complainants duly notified the respondents before taking possession. The Complainants concern regarding construction quality are legitimate and must not be dismissed. The Complainants demand an independent assessment of the construction quality immediately. The Complainants submitted that the assertion that 95% of the project is completed is

misleading. Common amenities are only 50% complete, which raises serious doubts about the ability to meet the GHMC deadline of June 28, 2025. The Complainants expect a comprehensive work completion plan within two months.

39. Subsequently, the claim of sufficient street lighting is utterly misleading. The solar streetlights provide only 4 hours of backup, leaving residents vulnerable after dark. We insist on proper lighting with a continuous power supply immediately. The water supply system is inadequate and not in line with the promised pneumatic system; it relies on manual delivery, which is unacceptable. The corpus fund should only be collected once the project is fully completed and is not to be used to compensate for the failure to provide a proper water supply, and the installation of an electric supply to the boundary wall and solar fencing is critically needed to address pressing security concerns. This must happen without delay. Moreover, the clubhouse, which was marketed with various amenities, is embarrassingly under 50% complete. We expect immediate action on this issue.

40. The Complainants claim the assertion about construction material stored in park areas is false. The vacant land outside the community can be used for storage, and the park areas remain undeveloped, denying residents promised recreational spaces. Immediate action is requested to complete the parks. Moreover, Complainant's satisfactory villa construction quality, citing issues like cracks and seepage. The respondents have not addressed these problems, forcing residents to fund repairs themselves. The complainant demands prompt resolution of all construction issues and a timeline for necessary repairs.

41. The Complainants further stated that the delays in installing CCTV cameras raise security concerns for residents, who have had to hire their security. The complainants ask the Respondents to contribute to maintenance fees for unsold villas starting January 2025 due to financial strain on current owners. Immediate action on these issues is needed. The complainant's difficulties in providing a common rainwater harvesting system, stating the respondent has not provided adequate documentation on soil conditions.

F. Rejoinder filed in response to Respondent No.2

42. The Complainants stated that they were initially informed that, according to the Real Estate Regulation and Development Act (RERA), the project was set for completion by December 2022. However, the Builder/Landlord later obtained an extension from RERA

until December 2023 but failed to notify us. Consequently, we made full payments based on the original completion date, planning to occupy the properties by March 2023. Since then, no significant construction work has occurred in 2023, contradicting the builder's claim that 95% of the work is complete. The complainants have enclosed supporting documents and photographs to substantiate our claims.

43. The Complainants denies the allegations made by Respondent 2, who, as the landowner, played a key role in the project's development by entering a contract with Respondent 1 on November 14, 2018. The allegations that Respondent 2 does not have an active role are misleading. Moreover, while respondents claim construction will be completed by June 28, 2025, this information was never communicated to us. The respondents also collected full payments from us, assuring us of timely completion under RERA.

44. Furthermore, the claim that adequate street lighting has been provided is inaccurate, as only insufficient solar lights with a 4-hour backup have been installed. This leaves the area in darkness by 10 PM, presenting safety concerns. Therefore, we request that Respondent 2, along with Respondent 1, be held accountable for the lack of proper street lighting, and also complainants acknowledge the assurance regarding the boundary wall with solar fencing; however, the complainants must stress that immediate implementation is non-negotiable. While the wall has been built, the lack of an electric supply creates a critical safety hazard that requires urgent attention. The complainants demand the swift installation of security measures to guarantee the safety of all residents.

G. Points for consideration:

45. After deliberation on the facts and circumstances of the present case and the documents filed in this behalf, following issues sprout for consideration:

I. Whether the complaint is entitled to relief as prayed for? If yes, to what extent?

H. Observations of the Authority

Point I

46. The Authority has duly considered the documentary and photographic evidence produced by the Complainants, including the counter-affidavit filed by the Respondents and the rejoinder thereto. The principal grievance raised by the Complainant pertains to two-fold deficiencies:

- a. The complainants alleged not to give any extension for the project.
- b. The Issue to complete the promised amenities and the respondents must pay us the agreed rents / Interest mention in agreement of sale document.

47. Accordingly, the Authority is of the view that the Respondents are liable to rectify the persistent issues such as to mandate the completion of all pending amenities, such as the entrance arch area CC laying, security room window, door, and arch lights fixing, nameplate installation at the arch and villa numbers, packing of electrical main cables at DB boxes, pneumatic system pump room construction, CT meter connection and panel box fixing for the clubhouse, bore motor and pneumatic pump connection, streetlight rectification, road crossing joint CC laying, 40-foot roadside grass pavers laying, stormwater drain top pavers laying, walking track completion, play areas and lights at the main park, children's play equipment and lights at the children's park, south side solar fencing, clubhouse work, HDPE pipe joint repairs, CCTV camera installation, north side boundary wall brickwork, plastering, seepage, along with specific issues related to each villa mentioned in the main complaint. and comprehensive cleaning of the premises.

48. The Complainants, allottees of the "Waterfront Housing" project initiated in 2019 with an expected possession date of 2020, highlight an unjustifiable delay exceeding five years. While the initial COVID-19 related delays were understandable, the builder's non-responsiveness, lack of supervision, and repeated mismanagement have resulted in severe structural defects, unfinished amenities, and significant resident inconvenience. Despite paying 100% of the total sale consideration, residents face demands for maintenance charges and threats of withhold completion unless they sign an MoU. Residents, willing to contribute Rs. 1400/- for basic services. In the event of continued failure, the complainants respectfully request this Hon'ble Authority to intervene and issue to safeguard the interests of the residents, who have suffered significant distress due to the builder's prolonged delay and failure to uphold construction quality and contractual obligations.

49. As regards the issues identified structural deficiencies and other pending promised amenities and the individual villa related concerned works, this Authority observes that the same falls squarely within the ambit of Section 14 (3) of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

“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.”

50. It is noted that the Respondent 1 has provided a timeline promising to complete the pending works by June 30, 2025. Consequently, the Respondent is required to carry out the necessary repairs without delay. Although the Respondent has demonstrated some cooperation, the ongoing issues and incomplete amenities indicate a failure to meet the commitments made during the sale. Delays caused by material shortages or insufficient cooperation from residents do not absolve the promoter of their responsibility to deliver a defect free property on time.

51. The first issue regarding the alleged not to give any extension for the project. Upon review, this Authority observes that the project's extended validity expired on 31.12.2023. As per records, no application for extension has been filed with this Authority. So, no question of granting an extension to the concerned project does not arise. Therefore, no finding can be rendered on this issue, and the relief sought in this regard is accordingly declined for lack of merit.

52. As regards the second issue concerning, the failure of the Respondents to complete the promised amenities and the respondents must pay us the agreed rents / Interest mention in agreement of sale document. The following table shown is for the ease of understanding the facts:

S. No.	Complainant names	Date of possession
1	Amit Kumar Bhatnagar	23-03-2023
2	M. Parthasarathi	30-09-2023
3	Raj Kumar Bhatnagar	23-03-2023
4	Kishore Kumar Bhatnagar	28-03-2023
5	B. Sridhar	16-04-2023

6	Praveen Reddy	08-06-2024 (Agreement of sale)
7	Sushanth Dev Janardhan	23-08-2023
8	Manoj Kumar Yedlapalli	16-04-2022
9	Ajay Kumar Purella	16-04-2022
10	Manikanta Purushotham Adapa	02-03-2024
11	Aripirala Praveen	06-03-2023
12	Nomula Eshwar Reddy	03-06-2023
13	Prasanna Kumar Koluguri	16-04-2022
14	Subrahmanyasarma Peri	16-04-2022
15	Amrit Kumar	10-11-2023
16	Satish Kumar Korrapati	10-11-2023
17	Srinivas Reddy Kovvuri	15-04-2023
18	Prasad Kote	22-04-2024
19	Aditya Kumar	09-11-2023
20	Suda Murali	10-11-2022
21	Vinay Mohan Botsa	23-08-2023
22	Anuradha Chanda	10-08-2022
23	N. Harish Babu	12-12-2022
24	Arjun Vanga & Vishnu Vardhan Vanga	14-06-2021 (Agreement of sale)
25	Ranjith Ramilia	23-01-2024
26	Naveen Kumar Kuruvella	08-12-2023
27	Ravi Kumar Sunkari	30-06-2023
28	Thumurugoti Shiva krishna	23-02-2023

53. The respective sale deeds placed on record, indicates that possession was handed over within the statutory defect liability period of five years under Section 14(3) of the RE(R&D) Act. Although the Respondents have contended that certain issues have been attended to, the consistent photographic documentation and written representations timeline submitted by the Respondent No.1 to the Complainants substantiate the persistent nature of the defects, as detailed in para 49. These defects clearly pertain to structural or workmanship-related deficiencies. Accordingly, this Authority is of the view that the Respondents are liable to rectify the issues raised in the complaint, as they fall squarely within the ambit of Section

14(3) of the Act. The failure to address repeated complaints constitutes a continuing breach of statutory obligations.

54. In view of the foregoing, this Authority holds that:

- a) The allegation not to give any extension for the project is unsubstantiated and no relief is warranted on that count.
- b) The issues concerning the promised amenities along with the individual villa concerns are considered a defect under Section 14(3) of the RE(R&D) Act, 2016, and the Respondents are required to rectify them within the specified timeframe.

Accordingly, Point I is answered in the affirmative in part.

I. Directions of the Authority

55. Based on the facts submitted, evidence on record, and the findings given thereon by us as discussed herein above, this Authority directs the Respondents the following:

- i. The Respondents are directed to complete all pending works as per the schedule specified by Respondent No. 1, before 30.06.2025 along with the completion of individual villa issues as mentioned in para 47.
- ii. The Complainants are hereby directed to pay the maintenance charges to the developer from the due date.
- iii. The Respondents are directed to file a compliance report before this Authority within fifteen (15) days from the scheduled completion date of 30.06.2025, all pending works have been duly completed in accordance with the specified timeline.
- iv. Failing to comply with the above said directions by the Respondents shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

56. The Complaint is disposed of in lieu of the above directions. No order as to costs.

Sd/-

**Sri. K. Srinivasa Rao,
Hon'ble Member**

TG RERA

Sd/-

**Sri. Laxmi Naryana Jannu,
Hon'ble Member**

TG RERA

Sd/-

**Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson**

TG RERA