

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 24th August, 2026

Quorum: **Sri K. Srinivasa Rao, Hon'ble Member**
 Sri Laxmi Narayana Jannu, Hon'ble Member

Complaint No. 281/2024/TG RERA

Sakinyalawar Akash

(R/o Flat No 513 Sai Atakari Heights, Mubarak Nagar, Nizamabad 503003, Telangana)

...Complainant

Versus

1. Satish Attal

2. Pranay Attal

3. Gangone Snehith

(Office at Attal Group Office 1st floor, above TVS Showroom, opp. Sri Rama Gardens, Kanteshwar, Nizamabad, Telangana 503002)

...Respondents

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant and the Respondents. Upon hearing the submissions of all the parties, this Authority proceeds to pass 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 as per Form M submitted by the Complainant:

3. It was submitted that the Complainant booked a flat in the project "Sai Atakari Heights" based on an assurance from Mr. Pranay Attal of the Respondent company that possession would be handed over by 01/09/2022.

4. The Complainant alleged that despite continuous follow-ups, the possession was significantly delayed. The flat was eventually handed over for woodwork and furnishing on 06/02/2023, at which point the paintwork was still incomplete. It was further submitted that upon scheduling the housewarming ceremony for 26/08/2023, the Respondent's supervisor,

Shiva, informed the Complainant that the pending painting would only be completed after the Complainant obtained a "No Due" certificate.

5. It was stated that the Complainant cleared the remaining payment of ₹22,07,000/- on 06/08/2023 and 07/09/2023. Despite this, the necessary work was allegedly still not finished by 10/09/2023, being completed just before the ceremony. The Complainant also contended that they were made to sign a possession document without being given proper time to review its contents and, as of 13/08/2024, had not received an official possession letter.

6. The Complainant submitted that since occupying the flat, several construction and maintenance issues have arisen. It was alleged that the terrace began leaking in July 2024, for which only temporary fixes have been applied. Fur

7. Furthermore, a total of fourteen cracks have reportedly appeared on the walls within the flat. The Complainant stated that despite one crack being repaired three to four times, the issue persists, and the Respondents have only offered assurances that it will be cleared soon.

8. It was further contended that the flat suffered from poor finishing quality. The Complainant alleged that unclean paint and cement marks were left on the UPVC windows and balcony areas. It was also stated that the POP ceiling height in some areas is below 8 feet, contrary to the promised height of 9 feet, and that both external and internal walls were not built to the specifications mentioned in the brochure.

9. The Complainant alleged a failure on the part of the Respondents to provide numerous promised amenities. It was submitted that the Entrance Arch with Gate, 24-Hour Security, Landscaped Garden, Jogging Track, a Grand Lord Ganesha Statue with Waterfall, and a Children's Park with a Tot-Lot were not provided. The Complainant also stated that the Kids Swimming Pool was cancelled without any prior notice.

10. Finally, the Complainant raised concerns about the quality of the amenities that were provided. It was alleged that the terrace tiles were of poor quality and were breaking underfoot, creating a safety hazard. It was also submitted that one of the four standard lifts was recently damaged, endangering the safety of residents, particularly children. The Complainant contended that significant damage, including terrace cracks and damaged POP, was also observed in neighbouring flats, indicating widespread issues with the quality of construction.

B. Reliefs Sought

11. Accordingly, the Complainant sought the following reliefs:

Issue	Details	Relief Sought
Possession Delay	The flat was promised by September 2022 for personal events, but was delayed till September 2023.	Compensation for each delayed month up to September 2023.
Terrace Leakage	The terrace started leaking in July 2024 despite no issues in 2023. Temporary fixes have been applied.	Permanent waterproofing solutions for the terrace before tile placement.
Cracks in walls & Wall Damage at Entrance	Not clearing permanent, one of the cracks is done three times to four time after taking the possession of flat but till now not cleared. Total fourteen wall cracks are there in my flat. But the builder is saying it will be cleared very soon from the day one.	Permanent repair of cracks with assurance that they won't reappear.
Inadequate Cleaning of Paints and Cement	Unclean paint and cement marks on UPVC windows and balcony areas were left by the builder.	Proper cleaning of paint and cement should be provided before possession.
Low Height of POP Ceiling (Below 8 Feet in Some Spaces)	Ceiling height is below 8 feet in some areas, contrary to the promised 9 feet.	Compensation or adjustment of ceiling height to meet the promised standard.
Improper Walls	External and internal walls were not built to specifications.	Compensation or completion as per the brochure.

Poor Finishing	Improper supervision led to substandard paintwork and wall finishes.	Proper finishing and repainting should be arranged.
Entrance Arch with Gate	Not provided.	Must be provided.
24-Hour Security	Not provided.	Must be provided.
Kids Swimming Pool	Cancelled without prior notice.	Clarification and compensation or an alternative solution.
Landscaped Garden	Not provided.	Must be provided.
Jogging Track, Grand Lord Ganesha Statue with Waterfall	Not provided.	Must be provided.
Children's Park with Tot Lot	Not provided.	Must be provided.
GYM	Not provided.	Must be provided.
Ample Car Parking	Not provided.	Must be provided.
Standard Lifts	Inadequate quality; one lift was recently damaged, endangering children.	Repair of the damaged lift and ensuring all lifts are safe and fully functional.

C. Counter filed by the Respondents

12. This Counter was submitted by Attal Pranay, the Authorised Signatory of Vigneshwar Constructions, the developer of the Sai Atakari Heights Project.

13. Regarding the issue of possession delay, it was submitted that the allegation was denied. It was clarified that, as per point 4 of the Signed & Executed Sale Deed, which was executed on 11th October 2021, the vacant and physical possession of the property had already been delivered to the purchaser by the vendor, and that the possession of the flat was given just prior to the execution of the said sale deed. It was contended that the possession was handed over in accordance with the terms specified in the Sale Deed, and there was no delay from their end.

14. With respect to the issue of terrace leakage, it was submitted that there had been a minor leakage which was promptly resolved by them with necessary repairs. An assurance was given that the problem had been fixed permanently.

15. Regarding the concerns about multiple cracks on the walls and wall damage at the entrance, it was respectfully denied that multiple cracks existed or that there were any significant structural issues.

16. In response to the concerns about inadequate cleaning of paints and cement, as well as poor finishing and inadequate supervision, the allegations were respectfully denied. It was clarified that as per Point 22 of the Sale Deed executed on 11th October 2021, it was clearly stated that the property required certain finishes and civil works, such as plastering, flooring, joinery, and colour rendering, and it was agreed that these works would be carried out at the cost of the purchaser. It was submitted that the property was sold as a semi-finished unit and the purchaser was fully informed of this status at the time of possession. It was further submitted that the construction process was supervised regularly and thoroughly by a dedicated team, ensuring that the agreed scope of work was completed as per the required standards.

17. Regarding the issue of improper walls, the allegation that the external and internal walls were not constructed according to the agreed-upon specifications was respectfully denied. It was clarified that all walls had been constructed in full compliance with the architectural designs and specifications as outlined in the brochure provided prior to purchase.

18. With respect to the concerns regarding amenities, it was clarified that all other amenities were provided as promised, except for the 'Kids swimming pool'. It was submitted that in Point 27 of the Sale Deed dated 11th October 2021, it was mutually agreed upon after discussions with the purchasers to cancel the swimming pool, and this decision was documented in the Sale Deed, which the purchaser had acknowledged and agreed to. It was further submitted that as per the Sale Deed, under the Schedule Property section, it was explicitly stated that the common, parking, and driveway area share amounted to 357 sq. feet, and this designated parking space had been provided as per the agreed terms.

19. Additionally, it was submitted that the exact text of paras 2 & 3 of the signed possession certificate issued on 7th September 2023 by the Complainant stated as follows:

"I am satisfied with the quality and durability of the flat, and that the flat and the building, including common features"

"I hereby declare that I have no claim against builders/developers as they have provided the entire facilities, amenities, etc., to my full satisfaction."

20. It was submitted that all the alleged claims were notional and did not merit any consideration. A request was made to the authority to intimate the complainant to provide proof and evidence of any and all issues/claims made by him.

21. Therefore, it was prayed that the alleged complaint be dismissed and a humble request was made to the good office to pass any such order or orders deemed fit and proper in the interest of justice and equity.

D. Rejoinder filed by the Complainant

22. It was submitted in the rejoinder by the Complainant as follows:

- i. Regarding Issue 1: Possession delay, it was clarified that there was a dispute regarding the purchase. The transaction was divided into two parts: a Sale Agreement and a Work Contract. It was stated that although the Sale Deed dated October 11, 2021, mentioned delivery of vacant and physical possession, as per the Work Contract, the Respondent, Mr. Pranay, was obligated to complete the remaining works within one month. These works included plastering, flooring, POP work, sanitary fixtures, windows, doors, and painting. It was submitted that, regrettably, possession for residential purposes was handed over only in September 2023, with significant works remaining incomplete, specifically sanitary fixtures, windows, doors, and painting. It was contended that the Work Contract explicitly stated the Respondent's responsibility for completing the remaining work, and intervention was requested to ensure the Respondent fulfilled his obligations.
- ii. Regarding Issue 2: Terrace leakage, disappointment and concern were expressed. It was submitted that the issue was first brought to the Respondent's attention before the housewarming ceremony in September 2023, during which assurances were given that civil works and waterproof coating would be completed within a month. It was stated that six months had passed, and the work remained incomplete. It was further submitted that in March 2024, all flat owners reminded the Respondent, who again promised completion within a month. It was contended that recent rainfall had exacerbated the leakage, causing significant damage, including the collapse of the POP ceiling. A comprehensive and permanent solution was requested.
- iii. Regarding Issue 3: Multiple Cracks on Walls & Wall Damage at Entrance, strong disagreement was expressed with the Respondent's claims. It was submitted that the

Complainant had informed the Respondent about the cracks from day one, even before taking possession. Despite assurances and multiple repair attempts, some cracks continued to reappear, suggesting improper construction and a lack of adequate care. It was submitted that the Complainant had to follow up repeatedly for repairs, which were finally started in August 2024 and completed by November 2024, taking around three months. It was contended that the painting work was not done properly, leaving the walls looking half-painted, and the Complainant had to bear the extra cost of painting and labour, which was unacceptable. A proper explanation, a permanent fix for the cracks, and reimbursement for the extra costs were requested.

- iv. Regarding Issues 4 & 6: Inadequate Cleaning of Paints and Cements & Poor Finishing, it was acknowledged that the property was sold as a semi-finished unit as stated in Point 22 of the Sale Deed. However, it was argued that this did not absolve the respondent of responsibility for ensuring basic construction work, including cleaning, was completed properly. It was highlighted that a separate Work Contract explicitly outlined the scope of work to be completed by the respondent, superseding the semi-finished condition stated in the Sale Deed. It was submitted that despite this agreement, the respondent had failed to deliver the completed work as promised, evidenced by poor finishing and inadequate cleaning. The authority was requested to direct the respondent to rectify these defects.
- v. Regarding Issue 5: Improper Walls, disagreement was expressed with the respondent's claim of compliance with architectural designs and specifications. It was submitted that a thorough inspection revealed several discrepancies, specifically walls exhibiting [list specific defects, such as uneven surfaces, walls with lightweight red bricks with 9-inch External walls & 6-inch internal walls, inadequate plastering, or insufficient reinforcement]. The authority was requested to direct the respondent to provide documentation supporting their claim and to rectify the defects.
- vi. Regarding Issue 7: Low Height POP Construction, it was noted that the respondent failed to provide a satisfactory response and attempted to shift responsibility by citing the semi-finished condition. It was reiterated that the separate Work Contract superseded the Sale Deed, obligating the respondent to complete the specified work, including POP construction. It was contended that the failure to complete the POP

construction to the required height was a clear breach of the Work Contract, and the authority was requested to direct the respondent to rectify this defect.

- vii. Regarding Non-Provision of Amenities and False Promises, the complainant vehemently disagreed with the respondent's claim that all amenities had been completed, terming the assertion grossly inaccurate and misleading. It was submitted that despite promises, the respondent had failed to deliver most amenities promised, with the sole exception of the children's park, provided only after the 2nd RERA hearing. It was contended that the respondent had made false promises and misleading representations from the outset. It was further submitted that as per RERA records, the respondent lacked permission for the remaining amenities, constituting a clear violation. The Hon'ble Authority was respectfully requested to direct the respondent to complete the remaining amenities immediately, take action against the respondent for false promises, misleading advertisements, and violating RERA provisions, and ensure adequate compensation was provided.
- viii. Regarding Parking Space Allocation and Possession Certificate it was submitted that disagreement was expressed with the respondent's interpretation of the Sale Deed and Possession Certificate. While the allocation of 357 sq. feet for common and parking area was mentioned, it was argued that this was not explicitly stated as the final and only parking space, and no evidence of mutual agreement on this as the final arrangement was provided. It was brought to the authority's attention that the respondent had allocated the same parking space (numbers 513 and 510) to two different members, demonstrating a lack of transparency and fairness. Strong exception was taken to the claim that the Possession Certificate was signed on 7th September 2023; evidence was stated to exist proving otherwise, suggesting the signature was obtained inadvertently during registration by inserting the certificate between Sale Deed papers. The authenticity of the signature was requested to be investigated. It was argued that the respondent's reliance on the Sale Deed was selective, as other provisions entitling the purchaser had not been fulfilled. It was clarified that the Possession Certificate was obtained under duress and without prejudice, based on assurances that defects would be rectified, and could not be construed as acceptance of the flat's condition or a waiver of rights. The authority was requested to direct the respondent to provide concrete evidence for their claims and to take appropriate action regarding amenities, parking, and construction quality.

E. Observations of the Authority

23. Before proceeding to the observations on merits, it is necessary to address a preliminary issue concerning the array of parties. In the present case, the Complainant has not explicitly impleaded the promoter of the project M/s. Vighneswar Constructions as a separate Respondent. However, the individuals, namely Mr Pranay Attal, Mr Atish Attal, and Mr Gangone Snehith, have been arrayed as Respondents in their individual capacities. It is noted from the counter affidavit filed on behalf of the Respondents that these three persons have themselves stated that they are partners of M/s. Vighneswar Constructions has filed the counter on behalf of the said firm.

24. In light of this unequivocal admission made in the counter, this Authority holds that M/s. Vighneswar Constructions has been effectively represented in these proceedings through its partners, and that the defence and submissions advanced by them are deemed to have been made on behalf of the firm.

25. Accordingly, the absence of a separate formal impleadment of M/s. Vighneswar Constructions in the cause title is treated as a bona fide and technical omission, which does not vitiate the proceedings. This Authority, being guided by the beneficial object of the Real Estate (Regulation and Development) Act, 2016, cannot permit a complaint to fail on account of such a procedural or technical irregularity.

26. It is therefore clarified that for the purposes of the present adjudication, the Respondents, namely Mr Pranay Attal, Mr Atish Attal, and Mr Gangone Snehith, shall be deemed to represent M/s. Vighneswar Constructions, and any directions or liabilities arising from this order shall be construed as binding upon the said firm as well as its partners.

27. Turning now to the issue of possession delay, the Complainant has sought compensation for the same. This Authority observes that under the scheme of the Real Estate (Regulation and Development) Act, 2016, claims relating to compensation are to be adjudicated exclusively by the Adjudicating Officer appointed under Section 71 of the RE (R&D) Act, 2016. Hence, this Authority is not the appropriate forum to adjudicate the claim for compensation as sought by the Complainant. Accordingly, the Complainant is directed to approach the Adjudicating Officer of Telangana RERA by filing Form 'N', in accordance with the procedure prescribed under Rule 34 of the Telangana Real Estate (Regulation and Development) Rules, 2017.

28. With respect to the other issues raised by the Complainant concerning the alleged non-provision or incomplete provision of common amenities such as the entrance arch with gate, landscaped garden, jogging track, children's play area, and other shared facilities this Authority observes that the Complainant has not placed on record any substantive documentary evidence to support these allegations, particularly in view of the photographic evidence submitted by the Respondent demonstrating the existence of the children's play area. Moreover, the claims pertain to common areas and shared facilities which fall within the collective and representative domain of the Association of Allottees.

29. It is further noted that the present Complaint has been instituted in an individual capacity, and the Association of Allottees has not been impleaded as a necessary party for effective adjudication of matters relating to common amenities. The Complainant has also not furnished any technical reports, photographs, certifications, or other material substantiating the alleged deficiencies or incomplete works. Additionally, the record indicates that the Respondent has already obtained the Occupancy Certificate for the project, which prima facie signifies that essential services required for occupation have been completed.

30. In view of the absence of evidence and the non-joinder of the Association of Allottees, these allegations cannot be adjudicated in the present proceedings and are accordingly dismissed for want of material proof and for improper party representation. However, liberty is granted to the Association of Allottees of the concerned project to file a fresh complaint, if so advised, with appropriate evidence pertaining to any alleged non-completion or deficiencies in the common amenities.

31. Moving further, with respect to the allegation of water leakage from the terrace area, this Authority observes that such defects fall within the scope of Section 14(3) of the Real Estate (Regulation and Development) Act, 2016, which mandates the promoter to rectify any structural or workmanship-related defects that come to light within the defect liability period i.e., five (5) years from the date of handing over possession to the allottee. While the Respondents have stated that the issue was minor and has already been attended to, this Authority, in the interest of ensuring construction quality and compliance with statutory obligations, directs the Respondents to conduct a thorough inspection of the terrace area and carry out any necessary rectification, if required, within sixty (60) days from the date of this Order. The Complainant, in turn, shall extend full cooperation and provide access to the Respondents to enable them to undertake such inspection and remedial works.

32. With regard to the allegation of double allotment of parking space, this Authority has carefully examined the pleadings, rejoinder, and documents placed on record. The Complainant has contended that the Respondents allotted the same parking space to two different purchasers within the project. However, no documentary evidence, such as a parking allocation plan, photographs, or correspondence substantiating this allegation, has been produced before this Authority. On the contrary, the Respondents have referred to the Sale Deed executed on 11th October 2021, wherein the Complainant's entitlement to 357 square feet of common and parking area was explicitly stated under the "Schedule Property" section.

33. In the absence of any credible material to establish that such parking was allotted to another allottee or that the Respondents acted contrary to the allocation mentioned in the Sale Deed, this Authority finds no reason to interfere with the Respondents' contention.

F. Directions of the Authority

34. In light of the observations and findings recorded hereinabove, this Authority passes the following directions:

- i. The Respondent is hereby directed to conduct a thorough inspection of the terrace area and ensure that any leakage or related defect is fully rectified, if not already done, within sixty (60) days from the date of this Order.
- ii. Failing to comply with the above-said direction by Respondents shall attract penal action in accordance with Section 63 of the RE(R&D) Act, 2016.

35. Accordingly, the present Complaint is disposed of. No order as to costs.

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

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