

BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY

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

COMPLAINT NO.677 OF 2022

14th Day of March, 2024

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

Sri K. Srinivasa Rao, Hon'ble Member

Sri Laxmi Narayana Jannu, Hon'ble Member

1. Sri V. Gouri Sankara Rao
 2. Sri Venkata Madhu Sudhana Rao
 3. Sri Surender Kumar
 4. Sri B. Joseph
 5. Sri Rajan
 6. Sri E. Saikumar
- ...Complainants

Versus

M/s Fortune Homes Builders & Developers

Represented by its Managing Partner

Smt. Pothula Urmila

...Respondent

The present matter filed by the Complainants herein came up for hearing on 26.09.2023, 01.11.2023, 19.12.2023 and 09.01.2024 before this Authority in the presence of Complainants in person and Authorized Representative of the Respondent Builder and upon hearing the arguments, this Authority passes the following **ORDER:**

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred

to as the “Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the “Rules”) requesting appropriate action against the Respondent Builder.

A. Brief facts on behalf of the Complainants:

3. The Complainants submit that they have purchased Flat Nos.101, 201, 302, 402 and 501 in the Project titled “PSLR Pride” which is being developed by the Respondent. They submitted that the said Project is registered with TS RERA vide Regn. No. P02200002184, valid up till 08.08.2025. they have filed their respective registered sale deeds bearing document Nos.7021/2021, 7020/2021, 3527/2021, 4035/2021 and 8323/2021. They submitted that the construction of the said Project is not in a good condition having the following issues:

As per brochure/DAGPA	Actual
Borewell water and drinking water supply	Borewell waster has high TDS (3852 mg/L) which was not disclosed. They had to pay the final amount for drinking water connection (Rs.1.50 lakhs approx.) As drinking water received is not sufficient, they are forced to purchase manjeera water from GHMC on regular basis
Luppam finish of internal walls	Very rough with ups and downs at many places including ceilings and small holes in walls
Intercom facility	Not provided at all
Telephone, TV points, internet provision	No telephone points at all and no tv point, no internet provision
Kitchen provision of exhaust fan	Not provided at all
Generator backup for lift borewell common lighting and few points in hall and kitchen	Apart from lift, borewell and common lighting only 2 points per flat were provided though the generator has the

	capacity for additional points
Wall mixers and showers in toilets of jaguar made	Provided cera make.

4. The Complainants also highlighted as follows:

- i. Tile laying is very poor with unevenness in many places including cross corners
- ii. Smallest nani/floor provided in kitchen wash area and hall balcony wherein there is no free flow of water
- iii. No plastering done inside the small loft located in the kitchen wash area
- iv. No proper slope in balcony and wash area
- v. Seepage of water into walls in some flats as well as most external walls across the staircases.
- vi. Local make lift provided with grill doors which is having frequent breakdowns
- vii. Gaps in toilet tiles which could be reason for seepage on walls adjacent to toilets
- viii. Uneven fixing of door frames in flats
- ix. No fixed size of toilet ventilators
- x. Poor quality of mesh used for UPVC windows
- xi. Uneven fixing of door frames in flats
- xii. No fixed size of toilet ventilators
- xiii. Poor quality of mesh used for UPVC windows
- xiv. Many wall corners have acute angle instead of right angle
- xv. Rain water logging into all corridors till the main doors of individual flats because of improper slope and no closure of openings on the South side of stair case
- xvi. Painting of lift room doors, iron ladders on terrace, main gate not done at all n. Stair case SS hand railing and balconies railing buffing not done at all
- xvii. No light points provided on terrace
- xviii. Cracks on overhead tank walls
- xix. Main gate walls and watchman room walls full of cracks

- xx. Rain water harvesting pit not serving the purpose
- xxi. No additional tap points provided in cellar for watering of plants
- xxii. Shed not provided for DG set as recommended by OEM in the commissioning report
- xxiii. Insurance policy for completed building for minimum period of 3 years has not been provided as per condition 32 d iv of Building Permit Order issued by GHMC.

B. Reply on behalf of the Respondent Builder:

5. Vide Reply dated 17.02.2023, the Respondent Builder, submitted as follows:

As per brochure/DAGPA	Reply by Respondent
Borewell water and drinking water supply	<p>The TDS of the water changes according to the areas. The TDS is not under the Builder's control. However, the borewell is provided to the apartment complex. An amount of Rs.1,50,000/- was paid by the Builder to GHMC for water connection for one inch connection.</p> <p>TDS of the water is to be reduced by the Apartment owners by installing softener. The cost is to be borne by the apartment owners as it is not promised by the Builder. GHMC supplies water on alternate dates and it is sufficient to meet the needs of the apartment owners.</p>
Luppam finish of internal walls	The luppam finish is as per standards used by most of the builders. There may be some waves on the wall which are beyond human control.
Intercom facility	Intercom facility was not provided as the Builder entered into negotiations with the Apartment owners for providing CCTV instead of intercom. Hence, CCTV was installed.

Telephone, TV points, internet provision	Telephone points and TV points provisions are provided but it is for the owners to get the wire installed by their technicians. Most of the apartment owners depend upon the service providers of TV and internet and their specifications differ. As such, the owners pull the wires from the outside as per the requirements of the service provider. It is impossible for the Builder to provide connections as per different service providers.
Kitchen provision of exhaust fan	Provision of exhaust fan is provided by giving a six-inch diameter hole for installing exhaust.
Generator backup for lift borewell common lighting and few points in hall and kitchen	The Generator is given for two points per flat only. This was promised and is provided but there is no mention of the same in the brochure. The generator capacity is there to provide more points but it is subject to common consensus by building association.
Wall mixers and showers in toilets of jaguar made	Cera or equivalents were promised and the Cera bathroom fittings are provided.

6. The Respondent Builder further submitted that:

- i. The tiles are properly laid and it is of a good quality. There may be slight bends which occur due to laying of tiles of larger size due to the bends in the tiles which is a normal defect in the manufacturing.
- ii. Nani traps and floor traps are provided as per the normal standards.
- iii. The plastering cannot be done for small loft in the kitchen area as no human can go and stand inside it as it is only 3 feet and smooth plastering cannot be done. The Respondent submits that the roof is of concrete and it requires no additional plastering.
- iv. The seepages are addressed to, and water proofing is done.
- v. The lift is of ISI Standard of Sneha brand. There will be normal wear and tear due to usage and the developer cannot be held responsible after 2½

- of years of delivery of possession of flats. The association has to enter into AMC with the Lift Manufacturer.
- vi. There are no gaps in toilets as alleged and there is no seepage as on today. The developer has filled the gaps with Epoxy solution and there are no seepages as on today.
 - vii. The doors are provided of good quality of 8 feet height and they are properly fixed.
 - viii. The toilet ventilators are provided.
 - ix. The Mesh is of a good quality in UPVC windows.
 - x. The angles are right angles on the wall corners.
 - xi. Only when there are heavy rains with winds the water comes into corridors and it is act of God and the builder has provided excellent water drainage system. The corridors will not have any slopes as it will be dangers for the person using the same. The floors of the corridors are to be mopped.
 - xii. Painting is done on all the points.
 - xiii. Buffing is provided.
 - xiv. The light points on the terrace were not promised by the builder as such they are not provided.
 - xv. There are no cracks as alleged. The tank is of good quality. There may be air cracks, which do not result in seepages.
 - xvi. There are no cracks on the main gate walls. The watchman room is also free of major cracks. There may be some air cracks which is beyond the control of any developer.
 - xvii. Rain harvesting pit is provided and it depends upon the association to maintain it.
 - xviii. One tap is provided for watering the plants.
 - xix. There is no shed provided as the Generator provider opined that it is not necessary and the shed and other coverings will lead to heating up of generator unit.
 - xx. Insurance Policy will be collected by GHMC at the time of issuing the permit.
 - xxi. All the messages and grievances of the apartment owners were attended and responded to.

xxii. The Respondent submits that the possessions was taken by the apartment owners after confirming with the ground position and have signed the possession letter after getting satisfied.

7. In light of the above, the Respondent prayed that the Complaint may be dismissed as being frivolous.

C. Rejoinder by the Complainants:

8. Vide Rejoinder dated 20.04.2023, the Complainants submitted as follows:

- i. As per the (DAGPA) between the Developer & Landlord, the Developer is supposed to provide drinking water supply to kitchen in all flats. Mere payment of Rs 1.50 Lacs by Developer and leaving it to the owners to pay balance amount for getting the supply of drinking water is not correct and is contradictory to the agreement with the Landlord. Also, it is quite surprising to note that the Developer stated that they have paid for 1" connection whereas it is only for ¾" (20 mm) for which they paid. For getting the manjeera water supply, all the owners of the flats had to pay Rs 1,05,100.00 in the month of March 2022 after which only we could get the water supply. Softening of the bore water with high TDS is not possible and therefore we had no choice but to purchase drinking water from the Municipality that too at high rate till such time we got Manjeera connection.
- ii. The luppam finish in flats is quite uneven with holes all over and some flat owners had to incur extra money to make surface of the walls even as well as cover the holes to a large extent.
- iii. Intercom facility was not provided though the same is printed on the brochure. No flat owner requested the Developer to provide CCTV in lieu of intercom facility.
- iv. No telephone point, no TV point provided in Master Bedroom though this is part of the scope outlined in DAGPA and brochure.

- v. Exhaust fan provision is made only in puja room that too with no power point for the fan (if used) and not in the kitchen. The 6" provision is used for chimney in the kitchen.
 - vi. Only two points of Generator power supply is provided instead of four points agreed by the Developer.
 - vii. The lift and its machinery are not of standard quality and as a result we are experiencing a number of problems with the lift.
9. Accordingly, while reiterating the contents of the complaint and denying the contents of the reply, the Complainants prayed to initiate suitable action against the Respondent Builder.

C. Observations and Directions of the Authority:

10. Complainants and Respondent appeared before this Authority on 09.01.2024 and reiterated the contents of their respective pleadings. The Project "PSLR Pride" is registered with this Authority vide Regn. No. P02200002184 and valid up to 08.08.2025.

11. Admittedly, the Complainants entered into possession of their flats in October 2021 and the five-year period has not expired yet, as per Section 14(3) which stipulates as under:

"(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.”

12. However, it is observed that issues raised by the Complainant have been adequately addressed by the Respondent as stated by the Respondent in its Reply such as luppam finishing as mentioned in the DGPA has been provided by the Respondent Builder, Respondent has provided “few” points for electricity connection through generator in hall and kitchen as per specifications mentioned in the DGPA dated 15.12.2018 and as regards intercom facility, the same is neither mentioned in their respective Sale Deeds or in the DGPA dated 15.12.2018. Therefore, the following order is being passed taking into consideration, the works and specifications as mentioned in the DGPA dated 15.12.2018 vide Document No.9562/2018:

- a. As regards the water connection, the Respondent is directed to obtain such drinking water connection from the concerned department within such reasonable period as may be required and provide to the Complainants.
- b. Respondent Builder is directed to provide telephone and TV points in hall and master bedroom as mentioned in the DGPA within 60 days in all flats.
- c. Exhaust Fan provision has to be provided by the Respondent Builder within 60 days in all flats.

13. 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 penalty, will be taken as per provisions under Section 63 of the Act, 2016

14. 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) in accordance with Section 44 of the Act, 2016.

Sd/-

Sd/-

Sd/-

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

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Sri Laxmi Narayana Jannu,
Hon'ble Member,
TS RERA

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

