

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

**COMPLAINT NO.117 OF 2023**

**28<sup>th</sup> Day of February, 2024**

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

HariPriya Icon Residency Owners ...Complainants

Versus

M/s Daripally Constructions  
Represented by its Managing Director  
Sri Daripally Chandram ...Respondent

The present matter filed by the Complainants herein came up for hearing on 03.10.2023, 31.10.2023 and 19.12.2023 before this Authority in the presence of Complainants in person and Shravan, Authorized Representative of the Respondent Builder and upon hearing the arguments, this Authority passes the following

**ORDER:**

2. The present Complaints have been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule (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.203, 403, 402, 405, 401, 302, 301, 202, 306, 201, 205, 503, 305, 305, 102, 304, 206, 406, 506,

505 and 501 in the Project titled “Hari Priya Icon” which is being developed by the Respondent. They submitted that the said Project is registered with TS RERA vide Regn. No. P01300002107 which expired on 11.03.2023. They submitted that the construction of the said Project is not in a good condition having the following issues:

- i. As per the brochure, the builder has promised to provide Kangen Water purifier worth Rs. 1,50,000/- to each flat but has failed to do so.
- ii. Lift is installed is of not good quality
- iii. Low capacity of Generator.
- iv. As per brochure, 25000 liters capacity of water tank and 25000 liters capacity of sump should be provided but the builder has arranged less capacity of water tank and sump.
- v. Low quality of parking tiles was laid and in corridor instead of marbles, ordinary tiles were laid.
- vi. The builder has constructed a small Septic tank which is not sufficient for (28) flat families.
- vii. The builder has promised to lay Khajaria Tiles in the Living Room, Dining Room, Drawing Room, and Kitchen but has laid ordinary tiles.
- viii. As per brochure the builder has promised to lay granite or marble for lift cladding but has laid ordinary tiles.
- ix. As per brochure the builder has promised to provide CC cameras but has failed to do so.
- x. As per brochure the builder has to use Hindware / Parryware companies plumbing and sanitary material whereas he used only ordinary sanitary material.
- xi. As per brochure the builder has promised to lay Glagide designer tiles for Toilets whereas ordinary tiles were laid.
- xii. The builder has not constructed watchman room.
- xiii. The builder has not constructed Main gate with arch
- xiv. The builder has used low quality paint due to which there are leakages during rainy season.
- xv. The builder has provided low quality plastic domes over the ducts on the terrace.

- xvi. The builder has to provide (28) parking to (28) flats. Whereas provided additional (3) parking and sold them out due to which it has become problematic for the vehicles to move.
- xvii. There are lot of issues other than the above.

4. In light of the said difficulties, submitted along with photos and videos, the Complainants prayed that appropriate action may be taken against the Respondent and direct him to fix the said issues.

**B. Reply on behalf of the Respondent Builder:**

5. Vide Reply dated 13.10.2022, the Respondent Builder, submitted as follows:
- i. The Respondent has used the most expensive and quality materials for the apartments in Haripriya Icon, Siddipet. At the time of Registration, the Complainants were promised Car Parking, Common area, Corridor, Borewell, Kangan Water Purifier, Common Electric Motor, Lift, Sump, Drainage, Water tank in their respective sale deeds.
  - ii. After the common fitting of the water purifier was completed, the people who bought the flats in the next apartment got together and said that they did not want the common water purifier. For this, it has been requested to give Rs. 14,000/- for each flat, therefore Respondent agreed to the said request.
  - iii. Respondent has included the highest quality SHARP company motor and frame with steel body in the lift, which also has backup facility in case of power failure. Further, Devi Engineering Works, who did the lift fitting also gave a one-year warranty.
  - iv. That in case of generator, the Respondent has provided facility of inverter cables for each flat at an additional cost of Rs.15,000/-. For this, no fee can be taken from those who bought the flat. Instead, it was asked to give generator connection only to common area and bore and lift.
  - v. That the Respondent has constructed a water tank of 25,000 liters and a sump of 20,000 liters.
  - vi. All granite and steel railing above stairs and quality vitrified tiles in corridor and in parking area after laying all cement concrete and also laying anti-skid tiles.

- vii. The septic tank was constructed for 28 flats and connected to the center underground drainage constructed by the municipality.
- viii. The Respondent has laid the tiles of the best quality RED STONE company, which is better than Kazaria. We laid 800 x 800 mm size tiles in HALL and 600 x 600 mm size tiles in bedrooms. All the flat owners agreed to the same.
- ix. The Respondent has laid modern granite patterned tiles for the lift as well.
- x. CCTV cameras have been affixed to all corners of the apartment.
- xi. The Respondent has used material from the most reputed company Birla. And Cera company branded taps are fitted. Further, laid Johnson company ceramic tiles in bathrooms, kitchen and utility.
- xii. Watchman room suitable for a family and built without security defects.
- xiii. Respondent has built a solid quality design gate.
- xiv. Dr. Fixit painting was used which was tested and reported by company. And apart from this, to prevent water leakages, Dr. Fixit chemical was used.
- xv. Plastic domes were installed by Lotus company, which is well known in the market. The company has also given a warranty of 10 years for it.
- xvi. 4 (four) additional parking spaces have been allocated only for triple bedroom flats in the entire car park. Although there are more than 28+ 4 = 32 parking spaces in this apartment, Respondent was of the opinion that the vehicle should move freely for them and as per the opinion of the buyers, the parking numbers have been placed in their presence.
- xvii. Instead of teakwood window frames, the Respondent used quality U.P.V.C along with granite cladding.

6. In light of the above, the Respondent prayed that the Complainants may be directed to pay GST as they failed to pay the same even at the time of registration of their respective flats.

**C. Rejoinder by the Complainants:**

7. Vide Rejoinder dated 03.11.2023, the Complainants submitted that the Respondent Builder has a lot of deviations in constructing the said Project as

against to the features and facilities described in their brochure. They countered the arguments of the Respondent Builder as follows:

- i. Kangan water purifier unit valued Rs. 1.5 Lakhs was required to be provided for each flat which has not been provided yet.
- ii. Instead of putting (2) two branded lifts supported with 7.5 hp, motor, only one sharp company lift was provided, the another assembled by name 'Cauldron' lift supported with only 5 hp motor without back-up support was arranged which can be stuck whenever power supply is off due to some or other reason. That during a short period of 10 months nearly 10 times lifts were repaired.
- iii. The water reservoir (tank) of 25000 liters capacity & sump of 20000 liters capacity was required to be provided as per commitment. But this was also not completed. The water reservoir & sump of less capacity was provided i.e. 11'-6' X 11'-10' X 4'-3' size equal 16372 liters capacity water tank 7'X9' - 3'X5 - 3' size equal 9,626 liters capacity septic tank due to which flat residents have to fill the overhead tank nearly 4 times a day which is causing much in-convenience to the flat owners.
- iv. There is a commitment of providing inverter/cable facility valued Rs. 15000/- to each flat which has not been connected to the generator because of low-voltage generator. Besides this Auto Start & Auto Stop facility was also not extended so as to avoid inconvenience while using lift.
- v. The cheaper quality of granite and M.S Steel railing was used, due to which the railing is being covered by rust.
- vi. Good quality parking tiles & driveway parking tiles are to be laid. But cement & concrete layer was laid on the driveway. The parking tiles were also not in accordance with the brochure to be the vitrified & anti-skid tiles. The corridor was also laid by cheaper quality tiles instead of Granite or marble.
- vii. The septic tank is very small and not at all sufficient to the Apartment comprising (28) flats.
- viii. Living room, Drawing room, Dining hall & Kitchen was required to be completed by Kajaria Tiles, but the same were completed by cheaper quality of ordinary tiles.

- ix. The entire apartment area is required to be covered by CC cameras, but it was not done.
- x. The water taps, PVC pipes and other fittings materials area of cheap quality. Due to this leakage is found in the apartment in general & flat owners in particular are facing trouble & flat owners in particulars are facing trouble & much felt inconvenience.
- xi. The tiles & PVC pipes used in bath and kitchen rooms area of cheap quality. Leakage and easy flowing of water has become very difficult for apartments in general & particular to flat owners.
- xii. The so called Security Room measuring 2 X 3 meters was first used as their office room. Afterwards it was allotted to Security person, living in this room even one person also quite difficult.
- xiii. For the clear identity of Apartment, the construction of arch was also not built-up by the builder as per commitment.
- xiv. At the first instance of rain, nearly in all the flats leakage was noted. No patchwork was taken up by applying Dr. Fix chemical as told by Respondent Builder.
- xv. The Respondent Builder said that after obtaining the Test-Report from Dr. Fix company but there is no evidence at all that company given 10 years warranty. The warranty card was also not shown to the residents of flat owners.
- xvi. There is a commitment of Plastic Dome of Lotus company to be provided over terrace which gives 10 years warranty.
- xvii. There was no mention either in the Builder's brochure or in our Agreement to provide additional space of parking to 3 bed-room flat owners. As per brochure provision of parking space to 28 flats only. The main thing to say is that if the space admeasuring 2'X3' i.e. 6 sq. yards. Additional space will be available, but the same has not been shown in their brochure at all.
- xviii. The Builder says that instead of using teak wood said table good quality of UPVC frames were provided in the best interest of flat/flat owners. UPVC used is of cheaper quality. The flat owners are facing problems with the window in each & every flat. Frequent repair & replacement has become essential.
- xix. While discussing with the flat owners & this Authority, Mr. Kishan Rao, owner of flat No. 106, has expressed his objection & dissatisfaction about

closed grills in front & sides of flat due to which air & ventilation was badly affected. This Authority, during the hearing, directed the Respondent Builder to remove them, but it has not been removed so far.

- xx. There is a commitment to provide 5 years, maintenance but the Respondent Builder has failed to do so. All the repairs & replacement are being taken on by flat owners only.
- xxi. The builder is now saying that GST has not been paid by the flat owners whereas the builder has already told that GST will be paid by the builder.

8. Accordingly, they prayed to initiate suitable action, besides reimbursement of the amount spent by flat owner in order to avoid further difficulties.

### **C. Observations and Directions of the Authority:**

9. It is observed that the Project is registered with this Authority vide Regn. No. P01300002107 which expired on 11.03.2023. On 19.12.2023, the Complainants submitted a list of items that are pending to be completed on part of the Respondent Builder which are regarding water purifier, water tank capacity, one light and one fan for each flat from generator, driveway/parking feasibility and municipal tap connection.

10. Section 14(3) stipulates as follows:

*(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.*

11. The Respondent, during the hearing, did not raise any objection to the Complainants having rightful occupation in the Project as residents. Therefore, even without the respective sale deeds filed by the Complainants, this Authority is considering the plea of the Complainants.

12. Therefore, vide this Order, this Authority deems it fit to direct the Respondent Builder to make necessary changes and rectify the defects as follows within 60 days from the date of receipt of this Order and submit proof of such rectification after completion of stipulated time period:

- i. Regarding water purifier, the Respondents have stated that every flat owner has to pay Rs.14,000/- (Rupees Fourteen Thousand Only) for individual connection to flat which shall be duly paid by each flat owner within 30 days and upon receipt of such amounts, the Respondent shall, within 60 days, install the water purifier as promised.
- ii. Regarding the capacity of water tank, about 25,000 liters and 20,000 liters for sump has already been provided by the Respondent Builder.
- iii. Regarding generator, the Respondent Builder submitted that he has provided generator catering to the common areas, lifts & for bore connection. The Complainants are additionally asking for provision of one light and one fan in each flat and the same shall be provided by the Respondent Builder as per request of the Complainants and as stated in the brochure, within 30 days.
- iv. VDF flooring in parking to be laid by the Respondent within 60 days of the receipt of this Order.



v. The Respondent shall provide municipal water connection to each flat within such reasonable time as the Respondent has to take such connection from the concerned department.

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) as per Section 44 of the Act, 2016.

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

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

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