

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

10th day of July 2025

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

COMPLAINT NO.183 OF 2024

K. Randheer Reddy

(R/o Villa no.380, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. Kavuri Ravi Kumar

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

2. Kavuri Forest Nest Villa Owners Maintenance Mutually Aided Co-operative Society

(Rep by its President, M.Prabhakar Reddy, club house, Kavuri Forest Nest Villas, Lemoor Road, Tukkuguda, Hyderabad- 501395)

.....Respondent(s)

COMPLAINT NO.184 OF 2024

Saidi Reddy Keshi Reddy

(R/o Villa no.280, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. Kavuri Ravi Kumar

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.185 OF 2024

B. Vijay Bhaskar

(R/o Villa no.277, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. Kavuri Ravi Kumar

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.186 OF 2024

K. Vijendra Reddy

(R/o Villa no.381, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.211 OF 2024

Dilip Kumar Jammu

(R/o Villa no.156, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.212 OF 2024

Anwar Shareef Shaik

(R/o Villa no.101, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.213 OF 2024

CVS Ramakrishna

(R/o Villa no.100 Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.214 OF 2024

Apoorva Banda

(R/o Villa no.272, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.283 OF 2024

M.K Harika

(R/o Villa no.356, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

COMPLAINT NO.284 OF 2024

Sashanka Balaram Maturu

(R/o Villa no.315, Road no.7, Kavuri Forest Nest, Lemoor Road, Thukkuguda, R.R.District – 501359)

.....Complainant

Versus

1. **Kavuri Ravi Kumar**

(Supreme Enclave, Plot No.05, Kavuri Hills, P.o Jubilee Hills, Hyderabad- 500003)

.....Respondent(s)

The present matter was taken up for hearing on 26.06.2025 before this Authority. Learned counsel Sri Vijay Bhaskar Reddy appeared on behalf of the Complainants; Sri M.V. Pratap Kumar appeared for Respondent No.1; and Sri N. Krishna Sumanth appeared for Respondent No.2 in Complaint No.183 of 2024 (hereinafter referred to as "Respondent No.2"). Upon hearing the submissions advanced by all parties and perusing the material available on record, this Authority proceeds to pass the following Order:

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 Stated by the Complainant

3. The present matter pertains to a group of ten individual complainants, all of whom are property owners in the residential layout project known as “Kavuri Forest Nest,” situated at Tukkuguda, Hyderabad, Telangana. The said project was developed and promoted by the Respondent herein.

4. Each of the Complainants has executed a registered Agreement of Sale (hereinafter referred to as “AOS”) with the Respondent, pursuant to which they purchased their respective residential units (villas) within the said project. The terms and conditions of the AOS uniformly stipulate various obligations on the part of the Respondent, including but not limited to, the maintenance and management of common areas and facilities for a continuous period of five years from the date of handover.

5. As per Clause 13(b) of the said AOS, the Respondent undertook to maintain the common areas and provide essential services for a fixed fee of Rs. 50/- per square foot for a period of five years. It was contractually agreed that no additional maintenance charges would be levied on the allottees during this stipulated period.

6. However, the Complainants submit that since June 2024, the Respondent has drastically curtailed or ceased essential maintenance services while simultaneously demanding additional charges in violation of the AOS. It is alleged that the Respondent’s failure to uphold its contractual commitments has resulted in the deterioration of the quality of life within the project. Specific grievances highlighted include:

- a. Discontinuation of road sweeping services.
- b. Negligence in garden maintenance, leading to unkempt vegetation, overgrowth, and the emergence of venomous snakes within the premises.
- c. Inadequate security arrangements, with only 6 guards deployed across the entire 50-acre layout, grossly insufficient for a community of such scale.
- d. Non-functioning of clubhouse and swimming pool facilities due to the removal of associated maintenance staff.
- e. Erratic operation of the STP (Sewage Treatment Plant) and water supply systems.
- f. Lack of upkeep of gym and indoor/outdoor recreational facilities, despite having paid for such amenities under the agreed maintenance fee.

7. It is further contended that the Respondent engaged in misrepresentation at the time of marketing the project by branding it as a “gated community.” However, the Complainants bring on record that on 22.04.2024, the municipal authorities issued a formal notice directing the removal of entry gates on the ground that the requisite permissions for the same were never obtained. This is alleged to be a material misrepresentation, leading the Complainants to enter into agreements based on a false premise.

8. The Complainants also point to deficiencies in infrastructure works, most notably with respect to electrical cabling. It is submitted that the Respondent laid underground electrical cables without adhering to standard safety protocols, resulting in frequent short circuits and power outages. Villa #380, in particular, has reportedly suffered repeated disconnections and power failures, causing professional disruptions and mental harassment to the allottee.

9. Instances of seepage and water leakage within Villa #380 are also brought on record, with such issues allegedly affecting multiple rooms including the living area and bedrooms, thereby causing damage to property and structural integrity.

10. The Complainants further allege that the Respondent has unilaterally altered the nomenclature of the project, changing the name from “*Forest Nest*” to “*Kavuri Hills Forest Nest*” without prior consent or intimation to the residents, and without seeking any statutory approvals for such name change. This unilateral action is asserted to be in breach of the AOS and prejudicial to the identity of the community.

11. With respect to solar energy generation, the Complainants aver that each villa, including Villa #380, is equipped with a rooftop solar plant (10KW). The Respondent had assured that once the association of villa owners was formed, the proceeds from solar power generation would be transferred to the respective owners. Despite the association being formally registered on 07.02.2024, the Respondent has allegedly failed to make any such payments.

12. The Complainants also raise the issue of additional charges levied for usage of clubhouse facilities, notwithstanding that each of them has already paid a one-time membership fee of Rs. 3,00,000/- plus GST. It is submitted that the understanding at the time of payment was that no further user charges would be demanded for using the gym, swimming pool, and other amenities.

B. Relief(s) sought:

13. In view of the above, the Complainants have approached this Authority seeking redressal on the following grounds:

- a. That the Respondent be directed to restore all maintenance services in accordance with the AOS and at no additional cost.
- b. That the seepage issues in villas be rectified forthwith.
- c. That the Respondent be held accountable for constructing and marketing a gated community without requisite municipal approvals, and be directed to compensate for the alleged loss suffered due to the reclassification and monetization of the 4-acre peripheral land, which was instead used to construct 40 villas.
- d. That the Respondent be directed to transfer the collected clubhouse membership amounts to the association's account or, in the alternative, cease demanding additional user charges.
- e. That the name of the community be restored to "Forest Nest" in all official and promotional records.
- f. That the dues accrued from solar energy generation be settled immediately in favour of the Complainants.
- g. That proper electrical infrastructure be reinstated to prevent further outages and a compensation of Rs. 10,00,000/- to be awarded to the each of the Complainant i for loss of professional opportunity and inconvenience.
- h. That the Respondent be directed to pay Rs. 5,00,000/- to each of the complainant as compensation towards mental agony, inconvenience, and hardship.

C. Respondent 1 Reply:

14. It is submitted that the Respondent Company is in the business of real estate, construction and development since the year 1999. The Respondent Company has completed several projects in Telangana, that are fully occupied and being enjoyed by the owners thereof. The Respondent Company has a long-standing reputation in the market as being a developer of projects with the highest standards in the market.

15. At the outset, it is submitted that the averments made by the Complainant in Point No. 4 of Form M of the Complaint are false, baseless, and incorrect. It is submitted that the Complainant has approached this Hon'ble Forum with unclean hands by suppressing material facts and documents. It is submitted that such an action on the part of the Complainant indicates an attempt to mislead this Hon'ble Forum, which may not be countenanced by this Hon'ble Forum.

16. It is submitted that the filing of the present Complaint is an attempt by the Complainant to prejudice the rights of the Respondent Company, and to affect the amiability between the Respondent Company and the owners of Kavuri Hills Forest Nest.

17. It is submitted that the above-mentioned averment is substantiated by the fact that the Complainants have filed the Complaints in their individual capacity and without any authorization from the Society. It is pertinent to note that the Complainants herein have made averments and claimed reliefs in respect of the common areas. Therefore, it is the Society that has to come forward to claim such reliefs. It is submitted that, this fact alone, evinces that the Complainants have filed the complaints against the Respondent Company in a mala fide manner, by not disclosing several material facts, and has mislead this Hon'ble Forum.

18. It is submitted that the Respondent Company wholly denies the allegations made in the Complaints as being false, baseless, incorrect and misrepresentation of facts.

19. It is submitted that the Respondent has not violated any terms of the Agreement of Sale executed between the Complainants and Respondent. It is submitted that the Respondent Company has not charged any amounts beyond the Pre- paid Maintenance Charges collected in accordance with Clause 13 (b) of the Agreement of Sale executed between the Complainant and the Respondent. It is submitted that all the allegations pertaining to the same are baseless, vexatious and denied.

20. It is submitted that the Respondent Company is the developer of the project named Kavuri's Forest Nest (hereinafter referred to as the "Project"), situated at, Maheswaram Mandal, Saraswathiguda Road, Immaguda, Ranga Reddy, Telangana - 501359.

21. It is submitted that the Respondent Company has obtained layout permissions for open plots in the land admeasuring Acres 49-26 Guntas in Survey Nos. 55/1, 55/2, 55/3, and 55/4 situated at Imamguda Village, Maheshwaranav Mandal, Ranga Reddy District, Telangana for construction of the Project vide draft layout proceedings bearing No. 01/LO/plg/HMDA/2018 dated 27.03.2018. The final layout permission was obtained on 05.02.2019. The Telangana State Real Estate Regulatory Authority has approval to the Project vide Permit No. P02400000545 on 27.03.2019.

22. Thereafter, the Company constructed villas in the said Project by obtaining individual permissions for each plot where the construction was being made. The permissions were obtained from the local authority. All the said facts are within the knowledge of the Complainant and the other purchasers and are mentioned in the Agreements of Sale.

23. As far as the Complainants are concerned, Building Permit No. 3133/W1/2019/0452 from the Office of the Tukkuguda Municipality was obtained on 22.02.2021. Thereafter, the

Respondent Company, along with the landowners, has executed a Sale Deed Documents and Construction Agreement Document No.15619/2022 dated 06.08.2022 pursuant to the AoS in favour of the Complainant herein.

24. The Company has obtained final occupancy certificate ("OC") for the Villas.

25. The Company submits that the Project consists of plots with villas and has a perimeter wall with security and common amenities and has advertised itself accordingly on its website and billboards. The Company has developed the layout Project with houses to meet the requirements of the purchasers. Further, the Complainants were aware of the same and executed the AoS, the recitals of which clearly state that the Company would develop the Project "...into a group housing project comprising of individual villas with internal roads, parks, open spaces, water bodies and club house with all other allied internal and external services such as water supply system, sewerage etc..."It is also pertinent to note that both the AoS and Sale Deed executed by the Complainant clearly mention that the initial permissions for the Project were received from the HMDA and that the Villa would be constructed as per the plan sanctioned by the Municipal Commissioner of Tukkuguda. Details of the Project's RERA registration were also provided to the Complainant therein and therefore, the Complainant had knowledge of the permits obtained by the Company for the Project and Villa. The Complainants are now raising unfounded and vexatious claims, after having purchased the Villa with full knowledge and awareness.

26. It is submitted, in relation to the compound wall, although there was a show cause notice that was issued by the Tukkuguda Municipality in this regard, the Hon'ble High Court has issued orders dated 09.05.2024 in W.P. No. 13319 of 2024 directed the Respondent herein (Petitioner in W.P. No. 13319 of 2024) and Tukkuguda Municipality to maintain status quo

27. It is submitted that the AoS sets out the terms which have been agreed upon by the parties in respect of the Common Maintenance, Club house and Amenities. The relevant portions of the AoS are submitted hereunder.

i. Clause No. 12(a) and 12(b) of the terms of the AoS

Clause No. 12(a) of the AoS sets out that the Developer is developing a club house as a part of the Project and the Purchaser of the Villas in the Project shall be entitled to make use of the club house on availability basis and by paying user/subscription charges as may be prescribed by the Developer or the agency appointed for maintenance of the common areas and facilities in the Project.

Clause No. 12(b) of the AoS sets out that the Purchaser shall pay Rs. 3,00,000/- (Rupees Three Lakhs only) towards club house membership and amenities.

ii. Clause No. 13(b) and (f) of the terms of the AoS

Paragraph No. 13(b) of the AoS sets out that the Purchaser, i.e., the Complainant herein, shall pay to the Developer a sum of Rs. 50/- per square foot per five years towards Common Maintenance Charges (hereinafter referred to as the "Pre-paid Maintenance Charges") at the time of handing over

possession of the Villa. It is submitted that the developer has the obligation to maintain the facilities for a period of 5 years from the date the Project is ready for occupation and the purchaser is not required to pay any further charges for the period of five years from the date of possession.

Clause No. 13(f) of the AoS sets out that the Purchaser shall, in addition to the above shall pay a sum of Rs. 100 per square feet towards charges for providing the infrastructure such as Power, Water, Supply, Sewerage and Back-up Power etc., to the Villa.

28. It is submitted that, thereafter, the owners of the Project have also formed a society by the name Kavuri's Forestnest Villas Owners Maintenance Mutually Aided Co Op Society (hereinafter referred to as the "Society"). It is submitted that, subsequently, the Respondent Company has sent an email dated 29.08.2023 to the owners of the Project stating that the Respondent Company intends to commence the maintenance of the common areas of the Project (which the Developer has to carry on for duration of 5 years according to the AoS). It is submitted that the pre-paid maintenance charges have been collected by the owners at the rate of Rs. 50/- per square foot for a period of 5 years (i.e., Rs. 0.83 per sft per month).

30. It is submitted that the Respondent Company, on multiple occasions, stated that the Respondent Company was willing to allocate pre-paid maintenance funds (i.e. 0.83 per sft per month) to various maintenance activities as per the wishes of the society. It is submitted that, thereafter, the owners have decided that the pre-paid maintenance charges, which was paid by the owners in pursuance of Clause 13(b) of the AoS was insufficient for undertaking certain maintenance activities of the common areas of Project. It is submitted that, however, the Respondent Company had left it to the discretion of the Society to take a decision on choosing the most viable option.

31. At this juncture, it is pertinent to note that, the Respondent Company has not breached any terms of the AoS or the Sale Deed. It is submitted that the Respondent Company has collected only the Pre-paid Maintenance Charges in pursuance of Clause 13(b) of the AoS from the owners. It is submitted that the Respondent Company has not collected any amount beyond the proportionate share of Rs. 50/- per square foot for five years, from the owners. The Respondent is providing the maintenance services that are available within the said price in the best interests of the project and by optimal utilisation of the funds.

32. Thereafter the Respondent Company was informed that, on 26.05.2024, a General Body Meeting (hereinafter referred to as the "GBM") was organized. During the course of the GBM, it was agreed upon by all the owners and a resolution was passed that the owners shall pay a sum of Rs. 2.20/- per square foot per month as maintenance charges which amount shall include the Pre-paid Maintenance Charges of Rs. 0.83/- per square foot per month. It is submitted that the Respondent is unconcerned with the said resolution and the respondent

company continues to provide the maintenance services as available within the agreed rate of Rs. 0.83/- per sq. foot.

33. It is submitted that the society started collecting 1.37/- per sft per month from owners and proceeded to engage a different maintenance agency (hereinafter referred to as the "Second Agency") on its own accord. It is to be noted that the second agency is carrying out activities such as road cleaning and gardening. The second agency had also started swimming pool maintenance but stopped the same. The reason for stoppage of swimming pool maintenance is known only to society and the second agency. Additionally, the second agency has deployed an unknown number of additional security personnel as per the wishes of the society. The society has been paying the maintenance amount to the Second Agency directly. It is pertinent to note that, in spite of the above mentioned circumstances, the Respondent Company has been continuously providing the essential services as well as the maintenance services out of the initial maintenance charges of Rs. 0.83/- per square foot per month.

34. While so, it is submitted that, the Executive Committee of the Society started sending emails to the Respondent Company requiring the Respondent Company to carry on maintenance works which fell outside the scope of work of the Respondent Company, i.e., beyond the Pre-paid Maintenance Charges of Rs. 0.83/- per square foot per month. It is submitted that, although the Society and the owners have agreed to the new arrangement in the GBM resolution, a few members of the Executive Society, on misconceived notions, for reasons best known to them, have addressed emails to the Respondent Company stating that the Respondent Company was liable to carry out the maintenance works to the extent of Rs. 2.20/- per square foot per month whereas differential amount of Rs. 1.37/- per square foot per month was being collected by the Society. It is submitted that the Respondent Company has addressed various replies stating that as agreed by all the owners in the GBM and the resolution passed therein, the maintenance agency engaged by the Respondent Company, in the event of non-payment of the differential amount to it, is only liable to carry out maintenance works to an extent of Rs. 0.83/- per square foot per month.

35. It is further submitted that the Respondent Company reiterated to the Society and the Executive Committee that the Society has been collecting the amount and paying the same to the Second Agency for the maintenance of the common areas of the Project, and expecting the Respondent Company to maintain the common areas of the Project beyond the scope of Rs. 0.83/- per square foot, per month is not justified.

36. It is also submitted that the Respondent Company has addressed an email to the Society vide email dated 06.08.2024 requesting the Complainant and the other owners to pay the

amount to the maintenance agency engaged by the Respondent Company in order to ensure that the maintenance works are efficiently carried out. It is submitted that the Respondent Company has been sharing details of expenditures on a monthly basis in respect of utilization of the Pre-paid Maintenance Amount.

37. It is further submitted that the AoS, in Clause 12, stipulates that the Club house and amenities can be availed by the owners on payment of a subscription fee/user charges which is exclusive of the common area maintenance charges. It is further submitted that according to Clause 12 of the AoS, the amount of Rs. 3,00,000/- shall be paid towards provision of the amenities such as tennis courts, basketball courts, cricket facilities, children's play area, swimming pool, gym equipment, jogging/walking track etc as well as the clubhouse, and the same is not subject to being returned to the Society. It is submitted that the user charges so paid by the owners is utilized to defray the costs of maintenance of such amenities facilities. It is submitted that, however, the user charges have been collected by the Society, and therefore the Society is responsible to undertake maintenance of the clubhouse and amenities. However, the Executive Committee has been sending emails to the Respondent Company stating that the Respondent Company was liable to carry out maintenance of the amenities, when the user charges are being enjoyed by the Society.²⁵ It is submitted that the Respondent Company has been providing all maintenance services from the Pre-paid Maintenance Charges collected by it. It is submitted that the Respondent Company has, on numerous occasions, in good faith, provided services which were beyond the scope of the Pre-paid Maintenance Charges.

38. The complaints are denied as being misconceived, incorrect and baseless and the Complainants are put to strict proof of the same. The averments regarding the particulars of the Complainants are formal in nature and not traversed. The averments that as per the Agreement of Sale, Para 13(b), the Respondent agreed to maintain the community for five years, during which the purchaser is required to pay the proportionate share of Rs. 50/- per square foot for five years (which is Rs. 0.83/- per square foot per month) towards Common Maintenance Charges is misconceived and denied and the reliance placed on the same is misconceived. The averments that the Respondent assured that no additional maintenance charges would be required during this five-year period is misconceived and denied. The averments that the Respondent is now demanding an additional amount to maintain the community and that from June 1, 2024, the standard of maintenance has significantly declined are all misconceived, incorrect and denied.

39. It is submitted that Respondent Company has only agreed to maintain the community in accordance with the terms of the AoS. It is submitted that the decision to increase the

maintenance amount is done by the Society at the GBM. It is submitted that the decision to increase the maintenance charges for the maintenance of the common areas of the Project is based on the GBM resolution that was passed by the Society. It is submitted that the Respondent Company has never charged any additional maintenance amount from the owners. Therefore, the averments that the Respondent Company was demanding additional amount when the AoS stipulates that no additional charges shall be collected, is sheer misrepresentation of facts and shows that the Complainant has suppressed the material facts to mislead this Hon'ble Forum.

40. That the Respondent is not properly maintaining the community by stopping road sweeping, and that the Respondent has stopped garden maintenance and that poisonous snakes are residing in the bushes, clubhouse and swimming pool are closed due to the removal of the service and maintenance personnel are all misconceived, incorrect and denied. It is submitted that the averments the housekeeping staff for the clubhouse has also been removed resulting in no cleaning services for the clubhouse is misconceived, incorrect and denied. The averments that only 3 guards are being provided during the day and 3 guards at night for the entire community which is insufficient and does not fulfil the promised security standards is misconceived, incorrect and denied.

41. It is submitted that the Respondent Company, through the maintenance agency engaged by it, is responsible to carry out maintenance works only to the extent of the Pre-paid Maintenance Charges and nothing more. Accordingly, the Respondent Company has been providing the services to that extent. It is submitted that when the maintenance amount is being collected by the Society itself for maintenance of the common areas as claimed in the Complaint, the claims that the Respondent Company is liable to for such maintenance is misconceived, vexatious, unfounded and cannot sustain. It is further submitted that there are no standards or number of security guards, that have been agree upon by the parties in respect of the security facilities, and the Respondent Company has been providing security guards in accordance with the terms of the AoS.

42. The Respondent Company has marketed the Project as a gated community and that the local municipal authorities issue a notice for the removal of gates as the Respondent did not obtain necessary permissions for a gated community, and that the Respondent Company has misled the purchasers is misconceived, incorrect and denied. It is submitted that the Project consists of plots with villas and has a perimeter wall with security and common amenities and has advertise itself accordingly on its website and billboards. It is submitted, although there was a show cause notice that was issued by the Tukkuguda Municipality in this regard, the Hon'ble

High Court has issued orders dated 09.05.2024 in W.P. No. 13319 of 2024 directed Respondent herein (Petitioner in W.P. No. 13319 of 2024) and Tukkuguda Municipality to maintain status quo. The Complainant is aware of the abovementioned order.

43. That the laying of electrical cables does not meet safety standards and that the Respondent laid the cables directly in the earth without taking any safety precautions, leading to multiple short circuits are misconceived, incorrect and denied.

44. That the Respondent charged Rs. 3,00,000+ 18% GST per villa for clubhouse membership and that the Respondent is now demanding extra user charges for the gym, swimming pool, workspace and games, and that the clubhouse membership amount is not being transferred to the association are all misconceived, incorrect and denied. It is submitted that, as far as the Common Maintenance Charges are concerned, the Respondent Company has only collected the Pre-paid Maintenance Amount according to the AoS. It is submitted that, as per the terms of the AoS, the Respondent Company has collected the amount of Rs. 3,00,000/- towards provision of the amenities such as tennis courts, basketball courts, cricket facilities, children's play area, swimming pool, gym equipment, jogging/walking track etc., as well as the clubhouse, and the same amount is not subject to refund, and the AoS also does not contemplate any clause to that extent. It is further submitted that the club house user charges are distinct from the membership fee and the same is being collected and being enjoyed by the Society.

45. That the Respondent Company has unilaterally changed the project name from "Kavuri's Forest Nest" to "Kavuri Hills Forest Nest" without proper permission is misconceived. It is submitted that, as of today the name of the Project is Forest Nest, and the Respondent Company has only affixed the logo of the Company consisting of the words Kavuri Hills, above the name of the Project It is submitted that, the Respondent Company has also given the option of removing the logo to the owners.

46. That the Respondent has promise to payback the Solar energy generated from the Complainant's Rooftop Solar Plant tha has 10kw after the formation of the Community Society is misconceived, incorrect an denied. The averment that the Society has got registered on 07.022024hspo Patter of and not traversed. The averments that, upon questioning the Respondent about the payment of generated Solar Energy units recorded in the meter has never reverted any information about the payment are all misconceived, incorrect and denied. It is submitted that there is no agreement or any clause in the AoS or the Sale Deed which provides for reimbursement of solar energy units.

47. That Villas are experiencing widespread water leakage issues, affecting multiple areas including the living room, children's bedroom guest bedroom, ground floor bedroom and other parts of the property are misconceived, incorrect and denied. It is submitted that the said leakages in Villas are only due to the internal modifications and changes undertaken by the Complainants after the completion of handover. Therefore, it is submitted that alleging that the leakages are attributable to the construction by the Respondent is incorrect and wholly denied.

48. That frequent power outages are occurring at Villas, leading to repeated disconnection and that each time the Complainant is forced to manually reset the meter by turning on the tripped switch are misconceived and denied. The averments that these ongoing disruptions are impacting professional obligations and productivity are misconceived and denied. It is submitted that the averments regarding the power outages are incorrect in as much as the same are the consequence of the internal changes made by the Complainant in their Villa, including changes in respect of electrical and wiring. It is, therefore, submitted that alleging that the Respondent Company is liable in respect of the said allegations is incorrect and denied.

49. In light of the above, it is submitted that the additional maintenance amount that is to be charged has been agreed upon by the owners and the Respondent Company in the GBM resolution passed by the Society. Therefore, the allegations that the Respondent Company has demanded additional maintenance amount is unfounded, baseless, and false.

50. It is submitted that, the Society has collected not only the maintenance charges, but additionally collected funds in relation to diesel supply for. It is, therefore, submitted that the allegations and claims made by the Complainants that the Respondent Company is liable to carry out all the activities as mentioned in the Complaints, goes beyond the GBM resolution passed by the Society. It is submitted that it is the obligation of the Society to maintain the common areas and amenities as the Society is in possession of the additional maintenance charges and user charges. It is submitted that it is ill-conceived to aver that the Respondent Company should spend its own monies, beyond the Pre-paid Maintenance Charges of Rs. 0.83/-, for the upkeep of the Project.

51. It is submitted that the Respondent Company is under no obligation to carry out maintenance works as claimed by the Complainants. It is submitted that the Society itself is collecting the additional maintenance charges along with club house user charges, and the Society has the obligation to maintain the common areas and facilities that fall within its purview.

52. It is submitted that as far as the complaints regarding villas are concerned, the issues are attributable to the internal modifications and changes undertaken by the Complainants after completion of handover and the Respondent cannot be made liable to such issues.

53. It is submitted that the abovementioned facts establish that the Complainants have filed the present complaint with false and misleading facts, by suppressing material facts before this Hon'ble Tribunal. It is submitted that, in the entire Complaints and the documents submitted, the Complaints has not mentioned that the Society has collected, and is enjoying, the additional maintenance charges and user charges. It is further submitted that the Complainant has approached this Hon'ble Tribunal without any authorization from the Society, and the Society is also not a party to the present Complaints. It is submitted that, in light of the abovementioned facts the Complainant is not entitled to any reliefs as prayed for in the Complaints.

54. In light of the abovementioned facts and circumstances, it is humbly prayed that this Hon'ble Tribunal may reject the present Complaint for being misconceived, and also for suppression of material facts and misleading this Hon'ble Forum.

D .Respondent 2 Reply:

55. The President of Respondent No.2 Association, duly authorities submitted the present reply and submits that I am well acquainted with the facts and circumstances of the case and competent to depose to this counter affidavit on behalf of the Association.

56. At the outset, it is submitted that the Complainants herein and several other residents of the residential layout project known as “Kavuri Forest Nest” (hereinafter “the Project”) had individually executed registered Agreements of Sale with Respondent No.1. In accordance with Clause 13(b) of said Agreements, Respondent No.1 had contractually undertaken to maintain all common areas and essential services of the Project for a period of five (5) years from the date of handover, in consideration of a prepaid maintenance charge of Rs. 50/- per square foot.

57. Respondent No.2 admits that despite this contractual obligation, Respondent No.1, in or around June 2024, unilaterally reduced the scope of services and simultaneously sought to impose additional maintenance charges upon the residents. Notably, this action was taken without any consultation or communication with either the residents or Respondent No.2, thereby constituting a breach of the agreements and a denial of due process.

58. It is submitted that Respondent No.1 drastically curtailed manpower and services in the following manner:

- a. Security staff reduced from 24 to merely 4 personnel;

- b. Gardening staff reduced from 12 to none;
- c. Housekeeping staff reduced from 12 to none;
- d. Electricians reduced from 3 to 2;
- e. Plumbers reduced from 3 to 1;
- f. Pest control services discontinued;
- g. Swimming pool maintenance and attendant services ceased.

59. Further, Respondent No.1 misappropriated and miscalculated funds under the guise of a fabricated formula, applying ₹0.83 per unit per month over 5 years and transferring an arbitrary portion of Rs. 6,21,694/- to the Society out of the actual expenses of Rs. 20,39,519/- incurred for June 2024 alone. The deficit amount was expected to be recovered by Respondent No.2, thereby shifting an unjustified financial burden onto the residents and the Society.

60. Respondent No.1, while citing alleged “fund insufficiency,” demanded further contributions despite the fact that maintenance costs had already been prepaid. Faced with this untenable situation, the General Body of Respondent No.2 convened a meeting on 07.07.2024 and resolved to collect a temporary maintenance contribution of Rs. 1.37 per square foot to resume basic services through Society’s independent management.

61. It is submitted that this course of action became necessary due to repeated acts of mismanagement and arbitrary decision-making by Respondent No.1. For instance, the DG power rate was unilaterally increased from Rs. 28/- per unit to Rs. 65/- per unit without consulting the residents or Respondent No.2, and in the absence of transparency regarding prepaid funds.

62. The erratic conduct of Respondent No.1 further exposed several residents to hardship and risk. Many homeowners work remotely and require continuous power and internet connectivity; certain senior residents rely on life-support systems that require uninterrupted electricity. Moreover, the water supply is also dependent on the electric motor functioning. Any disruption thus poses grave safety concerns for the community.

63. Respondent No.1 further directed Respondent No.2 to procure diesel for generator operation, while refusing to allocate such expenses from the prepaid maintenance funds. This compelled Respondent No.2 to raise emergency funds, despite rightful reluctance from residents who had already paid for such services.

64. It is further submitted that Respondent No.1 began curtailing services even before the formal handover of maintenance responsibilities. In a General Body meeting held on 26.05.2024, Respondent No.1 orally proposed to increase the maintenance rate and offer a one-time capital contribution to the Society, subject to approval. However, despite these

representations, the developer failed to honour any commitments, and maintenance services continued to decline.

65. Owing to such persistent default, a subsequent General Body meeting was convened on 07.07.2024, wherein the residents resolved to:

- a. Initiate legal proceedings against Respondent No.1 for breach of contract;
- b. Collect Rs. 1.37 per square foot for essential maintenance;
- c. Manage the Project's common services independently through Respondent No.2.

66. Respondent No.2 supports the Complainants' averment that Respondent No.1 had marketed the project as a "gated community." However, on 02.05.2024, local municipal authorities issued an official notice for the removal of gates due to the lack of required permissions. This clearly establishes false representation and mis-selling by Respondent No.1.

67. With respect to clubhouse charges, it is submitted that Respondent No.1 collected Rs. 3,00,000/- + 18% GST per villa towards clubhouse membership from several residents, amounting to an estimated Rs. 12,84,00,000/- in total. However, no such funds have been transferred to Respondent No.2, nor have any detailed statements or utilization records been provided.

68. Furthermore, Respondent No.1 had also assured that once the resident association was formed, the proceeds from rooftop solar power generation (10KW per villa) would be reimbursed to individual residents. Despite repeated reminders and follow-up, neither data nor reimbursements have been provided to date.

69. It is submitted that the original project name, as per all early agreements and promotional materials, was "Kavuri's Forest Nest." However, Respondent No.1 unilaterally rebranded the project as "Kavuri Hills Forest Nest" without any statutory backing or prior intimation, leading to confusion in official records and undermining the community's collective identity.

70. Respondent No.2 submits that all of the above instances collectively establish that Respondent No.1 has failed to perform its obligations under the Agreements of Sale. The residents' Association has had to assume responsibility for basic community services out of compulsion. It is, therefore, just and necessary that Respondent No.1 be directed to reimburse Respondent No.2 for all maintenance expenditures incurred post-June 2024, and further be held accountable for breach of contractual commitments.

71. In light of the foregoing submissions, it is respectfully prayed that this Hon'ble Authority may be pleased to:

- a) Direct Respondent No.1 to reinstate and maintain all services and amenities in accordance with the agreed standards and the terms of the registered Agreement of Sale, or in the alternative,
- b) Direct Respondent No.1 to transfer the entire maintenance corpus, calculated at Rs. 2.20 per square foot for an average built-up area of 2,495 square feet per villa for 5 years, aggregating to approximately Rs. 14,09,57,520/-, to the control of Respondent No.2;
- c) Direct Respondent No.1 to transfer all clubhouse membership funds, collected at Rs. 3,00,000/- per villa (excluding GST), totalling Rs. 12,84,00,000/-, to Respondent No.2's designated account;
- d) Direct Respondent No.1 to disclose and transfer all solar power reimbursements and unutilized maintenance amounts to the residents/Society, along with a proper reconciliation of accounts;
- e) Pass such other order(s) or directions as this Hon'ble Authority may deem fit and proper in the interests of justice, equity, and fairness.

E. IA 91 of 2024 filed by the complainants:

72. At the preliminary stage, Respondent No.1 raised an objection contending that the Association of Allottees ought to have been impleaded as a necessary and proper party to the present complaint. In response, the Complaint 183 of 2024 filed Interlocutory Application No. 91 of 2024, dated 13.11.2024, seeking to implead the Association as Respondent No.2. Upon hearing the parties at length on the said IA, and considering that the core issue in the matter pertains to the maintenance of the project and functioning of the Association, this Authority found it appropriate to implead the Association as a necessary party to enable effective adjudication. Accordingly, the IA was allowed.

73. It is noted that although the said IA was filed by one of the Complainants, the matter has consistently been heard as a batch of connected complaints post-admission stage. In view of the commonality of issues, and the fact that Respondent No.2 has filed a consolidated reply addressing the grievance as a whole, without distinction between individual complaints, this Authority proceeds to treat Respondent No.2 as a party to all the connected complaints. No objection to this course was raised by any of the parties during the proceedings.

F. Observations of the Authority:

74. Based on the complaint, the reply filed by Respondent No.1, the counter-affidavit of Respondent No.2, and upon careful perusal of the documents on record and written submissions

tendered by all parties, the Authority proceeds to record its observations and findings as follows:

75. At the outset, it is pertinent to address the preliminary objection raised by the Respondent with respect to the non-joinder of a proper party. It has been contended that the Complainants have arrayed the Managing Director of M/s. Kavuri Hills Developers Pvt. Ltd. as Respondent No.1 in his individual capacity, instead of impleading the company, which is the contracting party under the Agreement of Sale (AoS).

76. While the said objection is technically tenable in form, inasmuch as the Agreement of Sale was executed with the corporate entity and not its director personally, the Authority notes that throughout the course of proceedings, the counsel for Respondent No.1 has participated in a representative capacity on behalf of M/s. Kavuri Hills Developers Pvt. Ltd., including in oral arguments and in written submissions. No objection was raised at any material stage disputing the locus or standing of the Complainants or the nature of the impleadment, save and except a limited oral submission concerning the alleged absence of the Association of Allottees as a necessary party.

77. This Authority is of the considered view that objections relating to misjoinder or non-joinder of parties cannot be allowed to defeat the substantive cause of justice, particularly when such objections are not raised at the earliest opportunity and the conduct of the party indicates an implied waiver. In the present case, the Respondent has consistently participated in the proceedings, including filing replies and advancing arguments, which amounts to deemed submission to the jurisdiction of this Authority. Accordingly, the preliminary objection raised by Respondent No.1 cannot be sustained. For the purpose of the present proceedings and this Order, M/s. Kavuri Hills Developers Pvt. Ltd. shall be treated as the Respondent.

78. The Complainants have sought a direction to restore and ensure maintenance services as agreed under Clause 13(b) of the Agreement of Sale, and that no additional charges be levied for such services during the stipulated period of five years.

79. The relevant clause, i.e., Clause 13(b) of the Agreement of Sale, stipulates as under:

The purchaser shall pay to the Developer a sum of Rs. 50/- per Sft. Per five years towards "Common Maintenance Charges" at the time of handing over possession the Schedule "C" Villas. The Developer either by itself or through an independent agency shall maintain the common areas and the facilities in "Kavuri's Forest Nest" for a period of 5 years from the date of project is ready for occupation and the Purchaser is not required to pay any further common maintenance charges for the period of five years from the date of possession. The accounts for the said common maintenance shall be maintained and excess amount if any shall be transferred to the corpus fund.

80. Thus, the said clause contractually obligates the Respondent to maintain the project for a period of five years from the date of readiness for occupation, without collecting any further amounts from allottees. The total consideration for maintenance during this period was prepaid by the allottees at Rs. 50/- per square foot, which equates to approximately Rs. 0.83 per square foot per month.

81. The Authority has also examined Clause 13(f), which obligates the allottees to pay a separate amount of Rs. 100/- per square foot towards infrastructure development such as power supply, water, sewage, and other facilities. This clause is independent of the common maintenance clause and is not relevant to routine maintenance obligations.

82. The Respondent has contended that the maintenance services are being rendered within the limits of the pre-paid charges and that no additional amounts have been collected by it. It is further submitted that, pursuant to a General Body Meeting (GBM) convened by Respondent No.2 (Association of Residents) on 26.05.2024, a resolution was passed wherein the residents resolved to enhance the maintenance charges to Rs. 2.20 per square foot per month. Of this amount, Rs. 0.83 per square foot would constitute the prepaid component, and the balance Rs. 1.37 per square foot would be paid directly to a second maintenance agency engaged by the Association for additional services.

83. While Respondent No.1 states that it continues to provide basic maintenance services within the scope of the prepaid charges, Respondent No.2 has contended that Respondent No.1 has, since June 2024, unilaterally reduced the scope of maintenance and failed to meet the agreed standards, leading to the Association's decision to engage an alternate agency and collect additional funds.

84. At this juncture, the Authority deems it appropriate to refer to Section 11(4)(a) of the RE(R&D) Act, 2016, which provides:

The promoter shall--(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

84. In light of the above, it is clear that the promoter's obligations under the agreement of sale continue until the conveyance of the common areas is completed. The Respondent, having contractually undertaken to maintain the project for a period of five years, cannot unilaterally dilute or withdraw from the scope of such services on the ground that the residents have chosen to supplement them with additional arrangements through their Association.

85. However, the Authority is also of the view that the Association and its members cannot expect additional services beyond the scope of the agreed maintenance charges to be funded by the Respondent. Any enhancement of service levels, deployment of additional manpower, or engagement of third-party agencies beyond the terms of the AoS falls within the exclusive domain of the Association, and the Authority shall not interfere in the internal resolutions or financial decisions taken therein.

86. The Authority also notes the Complainants reliance on certain alleged verbal assurances by the Respondent 1 regarding extended or enhanced services. It is clarified that such verbal undertakings, if not reflected in the written or Agreement of Sale, shall have no binding legal effect before this Authority, particularly when they relate to post-possession operational decisions falling within the purview of the Association.

87. It is also pertinent to reiterate the role of this Authority as envisaged under the preamble and object of the Real Estate (Regulation and Development) Act, 2016, which is to regulate and promote the real estate sector, protect the interests of consumers, ensure transparency in project execution, and enforce the respective rights and obligations of promoters and allottees as delineated under the RE(R&D) Act and the agreements executed thereunder. The scope of adjudication under the RE(R&D) Act does not extend to post-possession internal administrative matters of the Association, including day-to-day maintenance issues such as road sweeping, gardening, cleaning of common areas, and similar operational concerns, particularly when a considerable period over three years has elapsed since the handover of possession. Such matters are to be managed internally by the Association of Allottees, and this Authority shall refrain from interfering in the routine decisions and operational modalities adopted by the Association.

88. The Complainants have alleged that the Respondent had advertised and promoted the project as a “gated community” across various forums, including social media platforms, thereby creating legitimate expectations among homebuyers. However, they contend that the local municipal authorities, i.e., Tukkuguda Municipality, subsequently issued notices for the removal of the entry gates as the Respondent had failed to obtain requisite permissions for the same. These concerns have also been reiterated by Respondent No.2 (Association of Allottees).

89. In response, Respondent No.1 has submitted that although a show-cause notice had indeed been issued by the local municipal body, the matter is presently sub judice before the Hon’ble High Court of Telangana in *W.P. No. 13319 of 2024*, wherein vide order dated 09.05.2024, the Hon’ble Court has directed status quo to be maintained with respect to the said issue.

90. In view of the pendency of the matter before the Hon'ble High Court and the issuance of the status quo order, this Authority, in keeping with judicial discipline and comity, refrains from expressing any opinion or issuing directions on the issue of the gates and permissions at this juncture.

91. However, the Authority deems it appropriate to remind Respondent No.1 that it is legally bound to adhere strictly to the sanctioned layout plans and approvals obtained from the competent planning authority. Any deviation from the approved layout, without proper permission, shall attract penal consequences under Section 63 of the RE(R&D) Act, 2016. The promoter is accordingly cautioned to remain compliant with the sanctioned plans and refrain from unauthorized constructions or modifications.

92. The Complainants have further alleged that underground electrical cables have been laid without adequate safety measures, thereby posing a hazard to residents. Respondent No.1 has categorically denied the said allegation.

93. Upon careful examination of the material placed on record, it is observed that the Complainants have only submitted isolated photographs of underground cables, without any conclusive evidence such as an inspection report from a electrical authority or a certified technical expert linking the alleged safety lapses to the project in question.

94. In the absence of verifiable or corroborative evidence, and given the generalised nature of the allegations, the Authority finds no merit in this prayer. Accordingly, no relief can be granted on this issue at this stage.

95. The Complainants and Respondent No.2 have submitted that each allottee was charged an amount of Rs. 3,00,000/- towards clubhouse membership, which was inclusive of GST. It is further contended that in addition to the said sum, residents are being asked to pay separate user charges for access to facilities such as the gym, swimming pool, workspaces, and indoor games, and that the membership amounts collected have not been transferred to the Association of Allottees.

96. Respondent No.1 has submitted that the amount collected towards clubhouse membership is non-refundable and distinct from user charges. It is further argued that the Agreement of Sale does not contemplate refund of membership fees or the transfer of such amounts to the Association.

97. The Authority observes that clubhouse membership charges collected by the promoter, in the absence of any specific clause in the Agreement of Sale stipulating refundability or transfer to the Association, shall ordinarily be construed as a one-time, non-refundable fee towards the right of access and usage of the said facility. Such charges, if levied transparently and in accordance with the contractual terms, shall be deemed valid, subject to the overarching provisions of the Real Estate (Regulation and Development) Act, 2016.

98. In the present case, the Agreement of Sale executed between the parties does not contain any clause stipulating refund or reallocation of such membership fees. In the absence of any such contractual provision, the Authority cannot direct a refund or transfer of the same. Therefore, this prayer is rejected.

99. The Complainants and Respondent No.2 have alleged that the Respondent has unilaterally altered the project's name from "Kavuri Forest Nest" to "Kavuri Hills Forest Nest" in promotional material and on internal signage, without obtaining the consent of the allottees or prior approval from the Authority.

100. Respondent No.1 contends that the use of "Kavuri Hills" is merely a stylized logo addition and does not constitute a formal renaming of the project. It is further submitted that such branding is reversible and does not affect the legal status of the project.

101. This Authority observes that the registered name of the project, as reflected in the sanctioned plans and the executed Agreements of Sale, is "Kavuri Forest Nest." Any change in the project name, even if stylistic or logo-based, must be done in a manner that is transparent, non-misleading, and duly communicated to allottees.

102. Therefore, Respondent No.1 is directed to retain and restore the original name "Kavuri Forest Nest" in all documents, promotional materials, internal signage, and online representations. Any deviation from the registered name, without regulatory approval, shall be treated as a breach of transparency obligations under the Act.

103. Several individual Complainants have alleged that their villas are facing water leakage issues. However, the Authority notes that no substantiating evidence, such as structural audit reports, photographs linking the defect to specific units, or expert opinions, has been furnished to establish that the alleged water leakage pertains to the project in question or is attributable to the construction quality of the Respondent.

104. In the absence of such corroborative evidence, the Authority finds no basis to entertain these claims. The photographs submitted are general in nature and do not establish the linkage with the respective complainants' units.

105. The Complainants have also sought compensation for mental agony, inconvenience and hardships .It is clarified that claims seeking compensation or interest for alleged deficiency in service fall within the exclusive jurisdiction of the Adjudicating Officer under Section 71 of the RE(R&D) Act, 2016, read with Rule 35(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017.

103. Accordingly, the Complainants are at liberty to pursue such monetary claims by filing an appropriate complaint before the Adjudicating Officer in Form 'N', in accordance with law.

E. Directions of the Authority:

104. In light of the foregoing observations and findings, and in exercise of the powers conferred upon the Authority under Sections 37 of the Real Estate (Regulation and Development) Act, 2016, the following directions are issued:

- a) Respondent No.1 is directed to continue providing maintenance services for the common areas and facilities of the project strictly in accordance with Clause 13(b) of the Agreement of Sale and shall maintain the standard and scope of services initially provided at the time of handover and shall not impose any additional charges nor reduce the quality or frequency of such services during the subsisting term. However, Respondent No.1 shall not be obligated to provide services or deploy resources beyond the scope and financial limits of the agreed maintenance terms. Any augmentation of services, deployment of additional staff, or engagement of alternate maintenance agencies for enhanced requirements shall be within the discretion of the Association (Respondent No.2), which may take such measures as it deems fit through its General Body Meetings. This Authority shall not interfere in such internal administrative decisions of the Association, provided they do not contravene the terms of the Agreement of Sale or the provisions of the RE(R&D) Act, 2016.
- b) Respondent No.1 shall not reduce or dilute the scope and standard of maintenance services that were being provided at the time of handover and during the initial years of possession.
- c) Respondent No.1 is directed to retain and restore the original project name "Kavuri Forest Nest" in all documentation, promotional materials, online platforms, and internal

signage. Any unilateral change in project name without regulatory approval is not permitted.

- d) Respondent No.1 is cautioned to strictly adhere to the sanctioned layout and approved plans of the project. Any deviation shall attract penal action under Section 63 of the RE(R&D) Act, 2016.
- e) The Complainants are at liberty to pursue their claims for compensation, if any, before the Adjudicating Officer under Section 71 of the Act, by filing a complaint in Form 'N' in accordance with the Telangana RERA Rules, 2017.
- f) This Authority shall not interfere in internal matters of the Association such as enhanced maintenance arrangements, day-to-day operational decisions, or verbal assurances made in General Body Meetings, which are outside the statutory scope of this forum.

105. Failure to comply with above said directions by the Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

106. The complaint accordingly stands disposed of. No order as to costs.

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

Sd/-
Sri. Laxmi NaryanaJannu,
Hon'ble Member
TG RERA

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