

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010



BY REGISTERED POST

April 15, 2024

Mr Anand Mehta
Partner
M/s Mehta and Modi Realty Kowkooor LLP
II Floor Soham Mansion
No 5/4/187 – 3 & 4, Karbala Maidan,
Mahatma Gandhi Road,
Secunderabad – 500 003.



Dear Sir

- Sub: Greenwood Heights Project – Construction Defects –
Deficiencies in Amenities/Maintenance – RERA Violations
- Ref: 1. Our Registered Letter dated 13/01/2024
2. Our Registered Letter dated 27/01/2024
3. Your Notice dated 05/02/2024 affixed on the Complex Notice Board.
4. Our Registered Letter dated 22/02/2024
5. Our Registered Letter dated 18/03/2024

We the several flat owners and present occupants of your project Greenwood Heights Registered as Project No P02200001314 with RERA have invested substantial monies and purchased flats therein, based on your advertisements and websites considering that your firm is one of the leading builders in the twin cities and assured of the premium quality of construction and superior amenities by your Advertisements/Website and Marketing Personnel

However, since inception of occupation we are facing several problems and issues. From time to time, individually we have listed these problems on your website in the Complaints and Suggestions Section only to get a standard computer-generated response that the issue would be addressed within 15 days. Thereafter, there is no action or response of any sort from the concerned executives.

Vide our letter first cited as above, we brought out the defects /deficiencies and issues faced.

Supposedly in response to the said letter Customer Relation Manager Mr. Krishna Prasad and designated Project Manager Mr. Suresh came to the complex on 20th January around 2.00 p.m. to have a meeting regarding our complaints. At that time since only 2 Residents were available and the others were on work, we requested them for a meeting on 26th January or Sunday 28th January which were holidays and all the flat owners would be available. It was not agreed, stating that they would not be available on Holidays.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

As a via media a meeting was fixed with mutual consent for Saturday 27th January at 11.00 a.m.

However, prior to that evening one of our flat owners received a WhatsApp Message from Mr. Krishna Prasad that he has other official engagements and could not attend the meeting and there was no response from Mr. Suresh.

Vide our second Letter cited as above, we once again called on your Firm Partners to have a meeting with us to resolve the issues amicably to the mutual benefit of all concerned.

Even to this request there was no positive response from your side.

Alternatively, your Notice 3rd Cited above was affixed on the Notice Board of our Complex. This was not informed to us by your Customer Relations Manager, Project Manager, or Project staff. One of our Flat Owners happened to see this subsequently and brought it to our common notice.

The Notice affixed was vague in respect to many of the important points raised in our letter 1st cited.

Vide our letter 4th cited we had requested you to respond to some of the issues pointed out in our letter 1st cited and also made some suggestions for better and mutual maintenance of the Complex.

There was no response to our request and again vide our Letter 5th cited above, we have requested you to take friendly, mutual and reconciliatory attitude to resolving the issues and for better management of the complex which would also be to your benefit. Even to this there has been no response from your side.

Regrettably, despite all our goodwill, even though after an elapse of considerable time, there has not been an iota of favorable attitude or effort or response on your part to resolve the issues raised by us. On the contrary we are facing a lot of harassment and indifference from your Executives to various issues and the maintenance of the Complex.

Having exhausted all reconciliatory methods we are left with no other alternatives but to hereby give you Final Notice of the various issues /defects stated in all our letters and other legal deficiencies which have come to our notice as follows:

A. Construction Issues

1. Expansion Joints – You have stated that proper treatment has been done on the terrace and the expansion joints sealed. There are however some cracks which have occurred recently in the flats in the floors below the expansion joints such as B-706, B 406. We had asked you to depute your Engineer to verify these flats and others and do the required treatment. This has not been done till date.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkoo, Secunderabad 500 010

2. Parking Areas

2.1 Flooring Work in the Second Parking Basement has not been done till date and vehicles cannot be parked there. Several of the present Resident Flat Owners have been allotted Parking areas in the Second Basement. When your Office was contacted, they orally informed that the work would be done subsequently and to park their vehicles in the First Basement.

2.2 Even in the First Parking Basement where the flooring was recently completed, parking slots have not been painted and numbered. The corner of the Out Ramp is left unprotected.

2.3 The lighting in the Parking Area is not at all Adequate as stated. There is only a low wattage Tube Lights provided and this is not sufficient. Brighter Halogen lamps as provided on the Front Compound Wall need to be affixed.

2.4 There is no clarity whatsoever on the process adopted regarding the allotment of parking slots. In most of the Premium Apartment Complexes the Parking Lots are allotted on a First Come First Serve basis where after the completion of the Flat Registration and taking possession the Flat Owner visits the Builder Office and selects the Parking Slot and an Allotment letter is issued.

In the case of Greenwoods Heights, it appears that you have unilaterally decided on the allotment of slots without any logic. Even though only around 25 to 30 out of 119 Flats are registered and possession taken, some of us are allotted parking Slots in the Lower Basement which is not ready and accessible instead of being allotted Parking slots in the Upper Basement which is completed. The Photocopy of the Parking Slot Plan is not at all clear.

Many flat Owners who have taken possession have not yet received the Parking Allotment Letter.

3. Fire Escape Doors – While the fire escape doors on the 7th to 2nd floor having handles opening in the corridor are correct. In the First Floor which is the EXIT POINT for the Fire Escape there has to be a handle inside to enable people coming down the fire escape staircase to open from inside and exit the building. At present the Handle is outside in the corridor of the First Floor and people coming down the fire staircase cannot open the door from inside.

It may be appreciated, that in the rare event of a fire or other calamity no one can be stationed at the fire escape door of the First Floor to keep the door opened.

We had asked that this point be checked with the Fire Department and the necessary rectification be done. This has not yet been done.

4. Copper Wiring – In Annexure C of the Agreement of Sale entered into with us you have specified that Copper Wiring and Modular Switches would be provided. While the internal wiring in apartments is done using copper wiring of suitable gauge, however the connection from the cellar panel to the individual apartment's panel is

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

done using service wire (aluminum wiring). This has already started creating overload, short-circuiting/burning of Main MCB's in many apartments.

5. **Rear Compound Wall** - We had requested that the Height of the Compound Wall in the Rear be increased to the same height as the Front Compound Wall as the present wall was very low and easily climbable and that several workers from the labor colony in the rear have been found to be sitting on the wall. This has not been done so far

6. **Halogen Lighting** - We had requested that Halogen Lighting be installed in the Rear of the complex and the Swimming Pool Area. This has not been done.

7. **C.C.T V Cameras** - We had complained that the CC TV Cameras in the Rear of the Complex were not working. Also, that monitors with Recording Devices to be set in the Security Office. This has not been done.

8. **Power Generator** - We had complained that the Present Power Generator is not of adequate capacity considering the size of the Project and the number of Flats occupied. Also, that the operation was manual and, on several occasions, when the Power Supply was cut the Security Guards failed to switch on the Generator and only did so after several flat owners called them up. To this you had very casually replied that adequate DG Back up is provided and shall be enhanced when power consumption increases.

9. **Rain Water Harvesting - Sewage Treatment** - In your Notice 3rd cited you mentioned that the details and plans of these are available in the Project Office. We have requested Mr. Abhishek for a copy of the same but have not received them till date.

B. Non-Completion of Amenities Promised and Paid For.

In your Notice cited above you had in point no 26 you have stated that the Swimming Pool will be made functional only after the Occupancy Certificate is obtained. However, you have collected the full payment for all the Amenities from us even prior to the Registration of the Flat. If it was your intention to complete the Amenities in a Phased Manner, then the Payment for Amenities should also have been collected in a Phased Manner.

C. Occupancy Certificate - Property Tax.

Though we have taken possession of our flats in 2022/2023 but have not been given the Occupancy Certificate. As such we are not able to get the PTIN number from the Municipality which requires Occupancy Certificate to be submitted in addition to the Sale Deed copy.

On enquiry with the Alwal GHMC Office by some flat owners they were informed that Self-Assessment could be done but they would be charged Property tax at 150% in the absence of the Occupancy Certificate.

We requested you to provide the Occupancy Certificate at the earliest so that we are not penalized for not getting our flats assessed for Property Tax.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

Alternatively, to obtain the Normal and Fair Property Tax Assessment done immediately for all the occupied flats by the Municipality from your side and using your good services.

D. Residents Welfare Association/Maintenance Charges.

1. As per the provisions of the RERA Act and Judicial Pronouncements the Builder/promoter has to maintain the Project at a Reasonable cost. The Association of Allottees has to be formed ***within two months of the receipt of the Occupancy Certificate***. However, you have formed a "So Called Welfare Society" in 2021 itself when not even a single flat was completed and registered and are collecting Maintenance Charges from us forcefully. In some cases, you have collected Maintenance Charges for periods even before the Flat was registered and Possession taken.

2. The Association formed by you is not a Residents Welfare Association as contemplated and stipulated by the RERA Act and violates all the provisions of the relevant Laws in this regard.

3. Notwithstanding the above we have been made members of the Society and agreed for the same since possession was denied without complying with this condition. We have paid Membership Fees, Corpus Contribution, Maintenance Charges and payments for some facilities to the said Society.

As the Society formed by you is a Public Body, the funds collected tantamount to Public Funds. Consequently, we are legally entitled to be provided with copies of the Audited Annual Accounts and Minutes of the Annual General Meetings held. Despite our request for to be provided with these, we have not yet been provided the same.

4. There is no transparency and proper documentation whatsoever as regards the demands made for Maintenance Charges, Flat owners are merely called on their mobiles or sent WhatsApp messages by the Project Administration Assistant Ms. Devi. When they request an Invoice signed by the Authorized Signatory of the Association, they are merely sent an unsigned Excel Sheet. This is no way can be treated as an invoice. Even the receipts for payments made are not automatically sent to the Flat Owners but are sent if demanded. Even in these receipts there is no mention of the details of the amount paid and what it represents.

E. Variation of Clauses in the Draft Agreement of Sale submitted to RERA and the Actual Agreement of Sale entered with Flat Owners

As required by the provisions of RERA Act at the time of Registration of the Project you have submitted a Draft Agreement of Sale to the authorities which is available on the RERA Website and a copy of which is attached hereto.

Needless to emphasize that the purpose of the submission of this Draft Agreement is to ensure the Authorities that the Terms and conditions of the sale and allotment of units to the Allottees is as per the provisions of the Act.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

However, in actual fact the Agreement of Sale entered by you is totally different from the Draft Agreement submitted to the RERA Authorities as follows:

Clauses in your Agreement of Sale which are not there in the RERA Draft Agreement

- 1.1 Clause 3.1.12 – Construction and provision of Amenities in a phased Manner
- 1.2 Clauses 4.4 and 4.5 – Ownership of Terrace Rights, etc.
- 1.3 Clause 6.4 – Extra charge for enhancing the existing or proposed water connection.
- 1.4 Clause 11.3 – Possession to be taken by Purchaser on Intimation.
- 1.5 Clause 11.5 – Completion of the Housing project in Phases.
- 1.6 Clause 11.6 – Withholding final finishing works.
- 1.7 Clause 12.3 Possession to be taken on issue of Letter of Possession.
- 1.8 Clauses 13.1 to 13.8 Owners Association.
- 1.9 Clauses 15.1 and 15.2 NOC for Surrounding Development
- 1.10 Clauses 18.1 to 18.1. 7 – Guarantees in Quality of Construction and Defects in Construction.
- 1.11 Clause 22.2 – Amenities mentioned in Website, Advertisement and Brochures not to be considered as legal offering.

F. Clauses in Draft Sale Agreement Submitted to RERA Not included in Agreement of Sale entered into with Allottees.

1. Clause 1 – “TERMS” along with its Explanations and Sub clauses- This is a very important clause defining the Sale Consideration and the inclusions therein. Many of these clauses have not been included in the Agreement of Sale entered with us and the Sale Considerations Terms in the latter are totally different from the Draft Agreement of Sale,

2. Clause 7.2 – Procedure for taking Possession – The clause incorporated by you as stated in Para E – Point 1.7 is totally different and goes against the Provisions of the RERA Act.

G. Schedule for Periodical Status and Completion of the Project

In terms of Section 11.1 of the RERA Act you are expected to update the quarterly details of the flats booked and sold, status of the project and schedule for completions of unfinished works/amenities. This has not being done.

H. Day to Day Issues

1. Though in your Notice 3rd cited, you have designated a Project Manager and Project Supervisor, they are hardly there onsite and, on several occasions, flat owners have complained that they do not respond to mobile calls made. You have also mentioned therein that one Mr. Suraj is the Security Supervisor but the fact is that subsequent to your notice he has left the Complex permanently and no replacement has been made.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

2. The only staff member available is Mr. Abhishek, Engineer and as mentioned in our earlier letters he has no powers whatsoever and has to either contact the Project Manager to attend to the Complaint, which is never resolved.

3. There are absolutely no Maintenance Personnel like Plumbers, Electricians, etc. available in house. Whenever there is a complaint made to Mr. Abhishek complaining of Plumbing or Electrical Issues the standard response is that the In House Contractors are not coming since there is no work. Flat Owners have to make their own arrangements and call external plumbers/electricians who have no idea about the electrical or plumbing plan of the complex.

In most up-market Apartment Complexes the builder provides In House Technicians till such time as the project is completed and handed over to the Residents Welfare Association. This is totally lacking in your case.

4. The House keeping Staff whose salaries are paid from the Maintenance Charges collected from us are totally irresponsible and useless and do not do the cleaning of the Corridors etc. regularly and properly. On several occasions they have been seen to sit in the corridors and gossip. There is no proper schedule for the cleaning works. We had earlier suggested that they inform a flat owner in each floor before the cleaning starts and thereafter obtain their signature for having cleaned. However, on several occasions even without cleaning they come with a note book or pad and ask for signatures. This was detected when one of the Flat owners checked his door security camera recordings and the House keeping Lady was not seen in front of the Flat but claimed that she had cleaned.

5. One of the House keeping Lady Worker is trying to dominate and unionize the appointment of House Maids by Residents and several have complained that she is recommending a single person who is not regular and constantly demands advances.

6. Untrained Security Guards – Though you have mentioned in your Notice 3rd cited that the Security Guards will be trained properly, this has not been done and the Security Guards are being constantly changed and neither are their shifts and contact details put up on the Notice Board. As such after the Project Engineer Leaves many of the Residents are not aware of whom to call for any Problems.

There are other issues like the Main Gates not being opened on Holidays and Sundays. There is no logic in this as this is an Apartment Complex and Not an office or factory that the main gates are closed. Also, on such days there is only a Single Security Guard Deployed.

7. Nobroker Hood App – Mr. Suresh who is the Administrator of the App is never available and the App is not updated and several functions are not working. In our letter 4th cited we had requested that one of the Resident Flat Owners be made the Administrator of this App. This is not done.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

In light of the above we demand the following action to be taken from your end:

A. Construction Issues

- 1. Expansion Joints** – Depute a Third Party Specialist/Agency to prove that the expansion joints in the terrace and all the floors are properly sealed and that there is no leakage.
- 2. Parking Area**
 - 2.1 Complete the flooring of the Lower Basement Parking Area.
 - 2.2 Paint and Number the Parking Slots in both basements.
 - 2.3 Build a protective wall at the end of the entrance and exit of both basements.
 - 2.4 Provide Halogen Lights in both the basements.
 - 2.5 Give a Clear Copy (Blue Print) of both Basements with slot numbers and an AutoCAD file of the same
 - 2.6 Reallot the Parking Slots on a First Come First Serve Basis with the Flat Owners Choosing the Parking Slot.
- 3. Fire Escape Door of First Floor** – Arrange for a representative of the Fire Department to inspect the opening arrangement of the Fire Escape Door in the First Floor in light of our observation that public coming down the stairs from Upper Floors cannot exit since the Door cannot be opened from inside. Whether such an arrangement complies with the Regulations as observed by you.
- 4. Copper Wiring** – Change the Wiring from the Cellar Panel to Individual Flats to Copper Wiring of Suitable Gauge.
- 5. Rear Compound Wall** – Increase the height of the Rear Compound wall to the same Height as the Front Compound and fix a metal fencing on the top.
- 6. Halogen Lights** – Provide Halogen Lights in the Swimming Pool and Rear Areas.
- 7. CCTV Cameras** – make Operational the CCTV Cameras in the Rear and Provide Additional Cameras in the GYM, Recreation Room, Yoga Room and Crèche. Also provide a recording device and Monitor in the Security Room.
- 8. Power Generator** – Change the Power Generator to one with Adequate Capacity for the entire complex and provide Automatic panel and Connections for Automatic Switching On.
- 9. Rain Water Harvesting – Sewage Treatment** – Give Details and Plan of the same.

B. Swimming Pool

Give a Clear-Cut Schedule and Time Line for the completion of the same since the cost of the same has been collected from us.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

C. Occupancy Certificate

Indicate the Time Line for the Issue of Occupancy Certificate and in the interregnum arrange for the Property Tax Assessments of the Flats Sold and Occupied without any penalty being levied for lack of Occupancy Certificate and/or any other penalties.

D. Residents Welfare Association/Maintenance Charges

1. You are put to strict proof to elucidate as to how you are entitled to levy maintenance charges contrary to the provisions of RERA and judicial pronouncements that the Builder has to maintain at its cost and reasonable charges the Complex till such time as the Occupancy Certificate is received and the project handed over to the Association of Allottees.
2. Stay the collection of Maintenance Charges till point number D.1 is cleared.
3. Issue Invoices and Receipts giving clear details of the Maintenance Charges already collected.
4. Give Certified Copies of the Audited Accounts and Minutes of the Meetings of the Greenwood Welfare Association from Inception till date.
5. Incorporate a new and Legally Compliant Welfare Association of the Allottees in place of the existing Association.

E & F Variation of Agreement of Sale entered compared to the Draft Agreement submitted to RERA.

1. You are put to strict proof as to the legal provisions under which you are entitled to enter into an agreement of Sale which differs from the Draft Agreement submitted to RERA particularly the clauses highlighted above in the issues portion of this notice

G. Schedule of Present Status /Completion of the Project.

Provide the details of the Flats Booked/Sold as on date and the Schedule for Completion of the project.

H. Day to Day Issues

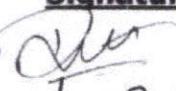
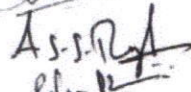
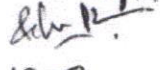
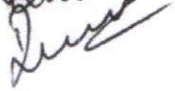
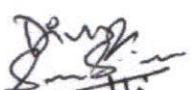
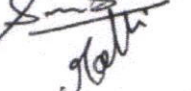
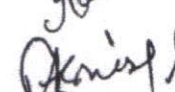
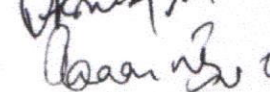
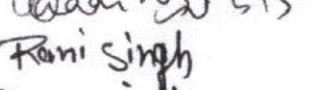
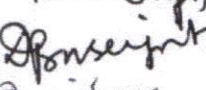
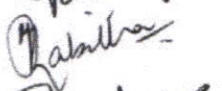
1. Ensure that the Project Manager and Supervisor are available for half a day on all working days.
2. Train all concerned staff to have a cooperative and friendly attitude towards Flat owners
3. Arrange for In House Plumber, Electrician, and other workers.
4. Arrange a supervisor to monitor the House keeping Staff to ensure that proper cleaning is done.
5. Ensure that House Keeping staff do not interfere with the appointment Of housemaids by the Flat Owners.

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkoo, Secunderabad 500 010

6. Ensure that a Full Complement of Security Guards are in place in all shifts including Sundays and Holidays.
7. Depute a Security Supervisor in place of the previous supervisor who has left.
8. Post the Details of the Security Guards in both the Shifts and their contact numbers on the Notice Board.
9. Ensure that the Main Gates are opened on all days.
10. Ensure that an Officer of the Security Agency visits and trains the Security Guards at reasonable intervals.
11. Add one of our Resident Flat Owners as Administrator in the Nobroker App

You are called on to reply to this notice detailing the action proposed to be taken by you in respect of each item and the time line from the same within 15 days from the receipt of this letter failing which we will be compelled to take necessary legal action with the Appropriate Authorities.

Yours sincerely

<u>S. No</u>	<u>Name</u>	<u>Flat No</u>	<u>Signature</u>
1.	Dr (Major) Suma by Attorney	B 109	
2.	A. Sessa Sai Raghuram	A 304	
3.	Pradeepta Kumar Sahu	A 305	
4.	Amrita Dutta	A 316	
5.	Dennis Anthony	B 307	
6.	Kaushik Biswas	B. 310	
7.	Divya Uday	B 313	
8.	Col. L. S. Sundaram	A 415	
9.	Madhu Gangadhara	B 406	
10.	Aashish Sikka	B 413	
11.	V.V Ramana Murthy	A 515	
12.	Rani Singh	A 516	
13.	Prasenjit Das	B 506	
14.	Tabitha Prem Kaza	B 513	
15.	Sharada Sagi	B 611	
16.	Angad Singh Nijjar	B 613	
17.	Suraj Prakash Pandey	B 706	

MODI GREENWOOD HEIGHTS FLAT OWNERS
Greenwood Heights, Kowkooor, Secunderabad 500 010

<u>S. No</u>	<u>Name</u>	<u>Flat No</u>	<u>Signature</u>
19.	A Raveendra Raju	A 314	
20.	Charan	A 602	
21.	Preeti Pratyush Veer	A 605	<u>Preeti</u>

Annexures

1. Our Registered Letter dated 13/01/2024
2. Our Registered Letter dated 27/01/2024
3. Your Notice dated 05/02/2024
4. Our Registered letter dated 22/02/2024
5. Our Registered Letter dated 18/03/2024
6. Copy of Draft Agreement of Sale submitted to RERA Authorities
7. Copy of Agreement of Sale entered with Allottees

Copy by email to: 1. Mr. Soham Modi, Partner - info@modiproperties.com

2. Mr. Krishna Prasad – Customer Relation Manager –

kprasad@modiproperties.com