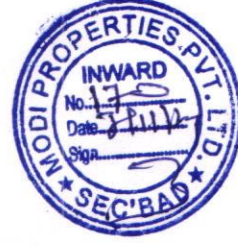


BY EMAIL/REGISTERED POST

November 5, 2024,

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



Dear Sir,

Sub: CC.93/2024/TG RERA – Agenda for Joint Meeting on 09th November 2024.

Please find attached the Agenda Points that are going to be taken up by us in the Joint Meeting on 9th November 2024.

Yours Sincerely

Chandan Datta
Flat No A-316

M. Anand Kumar
Flat No B-713

For Self and on behalf of other Complainants in CC. 93/2024/RERA TG

Advance Copy by email: anandmehta@modiproperties.com
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Attached. Agenda Document – PDF Page 1 to 10

**AGENDA POINTS FOR DISCUSSION IN JOINT MEETING WITH MEHTA & MODI REALTY KOWKOOR LLP ON 09/11/2024 – CC
93/2024/TG-RERA**

A. CONSTRUCTION DEFECTS AND MAINTENANCE ISSUES POINTED OUT IN FINAL NOTICE DATED 15/04/2024

RESPONSE OF MR. ANAND MEHTA IN LETTER DATED 01/10/2024	COMPLAINANTS COUNTER
1. Leakage in Expansion Joints a) Please Note that the Issue has been resolved b) As an additional precaution windows are being installed in the South Phase near Flat No 6. c) Additionally, a Granite Patti is being laid in the corridors between Flat Nos 605 / 606, and 705 /706	a) Merely stating that the issue has been resolved is not sufficient. The same reply was given in response to our letter of 13/01/2024 vide your Notice dated 05/02/2024. However, in the monsoon season it was clearly proven by photos and videos that the leakage still existed. This was also affirmed by Mr. Anand Mehta in the Joint Meeting on 05/10/2024. As such it is insisted that this be tested and proven. b) The Windows placed in the South Phase near Flat No 6 are a direct violation of Section 14 of the RERA Act that the Project should be completed as per the Sanctioned Plans submitted to the Competent authorities, and as such should be removed. c) It has been clearly mentioned in our letter of 23/09/2024 wherein a Report was attached which was prepared by Dr. Raghuram Ammavajjala, PhD, Assistant professor Civil Engineering, BITS Pilani, Hyderabad (Owner – Flat No A-304) that repairing the Expansion Joints by using White Cement and Granite Patti is not suitable as it neither provides the flexibility required to accommodate structural movement nor offers adequate waterproofing. Such an approach is deemed ineffective and could potentially



	worsen the problem by trapping moisture within the structure leading to accelerated damage.
2. Flooding in Corridors a) We would like you to understand that keeping in mind the fire safety, ventilation, and protection from rain the corridors have been constructed. The designs used are used in Prominent Buildings, such as the Secretariat, Government of Telangana. While some rainwater may enter the corridors which is inevitable, there is no flooding of the corridors.	Merely using unrelated terms like fire safety, ventilation and protection from rain etc., does not prove that there is no flooding in the corridors. This has been proved to you by videos and photographs that there is excessive flooding in the Corridors, and not merely "some rainwater entering the corridors". In fact, it is proved that the rainwater enters the lifts and consequently the lifts are shut down when there is rainfall. Once again in our letter of 23/09/2024 a detailed report prepared by Dr. Raghuram Ammavajjala detailed observations of the problem have been given. However, these are totally ignored by your Project Engineer, and it is not proven by tests that there is no flooding in the corridors
3. Flooding of Parking Floors+ Broken Water Pipes. a) With respect to the flooding of Parking floors please note that appropriate provision for storm water drainage has been made at both terrace and sub-surface levels to prevent water accumulation b) The current flooding in the basement has occurred due to the broken water pipes which was beyond our control. We are actively addressing the issue, and repairs are underway to restore the system to full functionality.	a) Vide the Report of Dr. Raghuram in our letter of 23/09/2024 we have countered this statement that appropriate provision for storm water drainage is provided. This has also been clearly proven by videos and Photographs taken during the 2024 monsoon season that there is considerable flooding in the 1st level parking basement. Even in the 2nd level parking basement this problem exists. Moreover, we do not know what changes the engineer has made in the 1st and 2nd basements to address the issue.
4. Compound Wall Height a) Please Note that as per NBC Guidelines the maximum height of a compound wall is 1.5 meters. The compound wall we constructed is 1.8 meters along with a security grill. Increasing the height further may pose security risks to the residents of the Housing Complex due to high winds.	Increasing the height of the compound wall by 0.5 m will not cause any complexities due to the heavy winds.



	5. Copper Wiring from Cellar to individual flats As pointed in our Correspondence and the Final Notice dated 15/04/2024, that there would be a potential hazard of Electrical Burn-out due to the usage of Aluminium Service Wire instead of Copper Wire . as stated in Annexure C of the Agreement of Sale, this has happened. There was an Electrical Burn -out in Flat No A-605 on 3/11/2024 followed by a Similar Burn-out in Flat No A-615 on 04/11/2024. Several costly pieces of equipment were burnt out/severely damaged. On subsequent verification of the Electrical Duct, it was seen that instead of using a connector to connect the wires of the duct to the wires coming from the Flats, mere insulation tape was used. This is a potential hazard since in the long run the insulation tape would wear out resulting in short circuits and burn out in the MCB's.
6. Provision of large garbage bins a) Please note that 2 large garbage bins have already been ordered and will be placed soon	While 2 Garbage Bins have been procured these have not been placed and we are forced to dump garbage in the drums placed near the Complex Gate which constantly overflow and emit foul odor. At least two more large garbage bins are required considering the number of flats and present occupancy.
7. Allotment of parking a) Parking in any building is allotted by the Developer /Owner. Accordingly, Parking has been allotted to all sold flats. b) Should you wish to change your allotted parking, you are free to swap them with those assigned to the unsold flats by sending a request to	In the joint meeting on 5TH October 2024, it was clearly asked as to what is meant by sold flats and to provide the details of the same. This was also asked of your Customer Relations Manager, several times thereafter telephonically. However, this has not been furnished till date.
8. Lighting in the basement	Point noted.

a) Please note that adequate lighting has been provided as per the required norm. We believe that increasing the lighting further would not be environmentally sustainable.	
9. Water Level Controllers a) With respect to the Water Level Controllers, the Developer has tested these at various sites. Good quality controllers from reputed brands are not currently available in the market. As a result, the controller is either failing or the pump is getting burnt out due to the poor quality of the controller. b) Accordingly, such controllers are not recommended.	From our recent enquires we got to know that several reputable brands of water level controllers are available in the market which have been tested and found be effective. Details of the same will be provided to you soon.
10. Pressure Pumps for the 7th floor a) Please note that the residents wanting to increase the water pressure in their flats may install booster pumps at their cost, as this falls beyond the developers scope.	a) In your Brochure and website, you have confirmed that there would be adequate water supply. Contrary to this due to the incorrect design of water pipelines, the water pressure in the 7th floor is very poor and geysers which have been installed by the residents at substantial cost are not functioning and the water flow from the Hot Water taps is just a trickle which cannot be defined as adequate water supply. It is definitely the scope of the Builder /Developer to ensure that proper design is used in water supply and ensure that a reasonable pressure of water flow is there.
11. D.G Capacity	No comment at present as vide email dated 25/10/2024 it is proposed to install a 65KVA Generator in place of the 40KVA Generator. Please specify the date by which this would be installed.
12. Water Softener Plant a) The installation of a Water Softener Plant is beyond the scope of the developer. The cost of a water softener	In the joint meeting on 5th October, it was clearly pointed out as to how the installation of a Water Softener falls within the scope of the Developer. Further it was committed that the Residents would do a study and obtain quotations for good quality Water Softeners

plant is less than Rs. 2 Lakhs. However, the operation cost (men + material) is about Rs. 40000 per month. b) If the residents are willing to bear the operational costs, the Developer shall be happy to provide all the assistance required in this regard	where the operational costs are low. It was agreed that if operation costs are proved to be low the Developer shall install a Water Softener. Quotations have already been obtained by Mr. Chandan Dutta (Flat No A-316) and submitted to you.
13. Provision of CC TV Cameras a) Wi-fi enabled CCTV Cameras to have been installed at the entrance and 4 corners of the site. b) These are wi-fi based cameras and can be accessed by any authorized person on their mobile or PC. c) 6 Additional Cameras can be installed in front of the Club House, one for each floor. However, these will be installed only if co-opted members are willing to monitor it.	a. For a complex with 119 flats the number of cameras which is stated to be installed is not sufficient. More number of cameras in the club house rooms and corridors are required and must be provided. Further it is not necessary that we become co-opted members of the Welfare Association to monitor the cameras. We have already constituted a COC and the COC will nominate as to who monitors these cameras from our side.
14. Plumber and Electrician a) These services are being provided by highly skilled plumbers and electricians from our construction team. b) Highly skilled plumbers and electricians are not available for employment at a reasonable cost. Skilled plumbers and electricians are not available for less than Rs 30000 per month. The association cannot afford such a cost. c) Unskilled plumbers and electricians are likely to cause damage to the infrastructure which needs to be corrected at a high cost.	These services are totally not there as stated. Several complaints have been posted by residents on your website regarding improper functioning of plumbing fixtures, toilet flushes, etc. In addition to this several complaints have been made to the complex supervisory staff. However, the plumber and electricians from the so-called construction team never come. Ultimately residents have to get outside plumber or electrician to repair defects in the fixtures or electrical connections etc. and pay for these services which are the responsibility of the Developer as the Project is not complete and handed over. This also proves that there are adequately skilled plumbers and electricians at reasonable price.

15. Security Agency a) We have tried several security agencies over the last 4 decades. The performance of affordable security agencies is similar. b) Only the least qualified persons who are unable to get alternate employment are willing to work as security guards. Accordingly, their performance is poor. c) Well-qualified guards are available from top notch security agencies. Their costs are above Rs. 30000 per guard per shift. The cost of employing 2 guards round the clock is upward of Rs 2 akhs per month. It is beyond the budget of the Association.	Since Owners have been forced to take possession and occupy flats and pay maintenance charges, it is the responsibility of the Developer to provide adequate Security Services. This cannot be shrugged off on the grounds of inadequacy of funds or lack of budgets. It should be noted that we are not demanding high-cost security. Our enquiries show that neighboring complexes have wonderful security services at a very reasonable price. The guards are being changed frequently and residents are not being made aware of these changes. This is causing a lot of inconvenience, as the residents have to call the guards to turn on the generator when the power is cut or start the pumps when there is no water supply. There is in-adequate supervision of the guards by the agency and many times in the night the guards have been found sleeping..
16. Housekeeping Agency a) A housekeeping agency has already been appointed	To the best of our knowledge and enquiry with your Complex Staff, there is no Housekeeping Agency and only individual maids are hired. Even the House keeping staff are changed frequently. The housekeeping staff available do not clean the corridors and common areas regularly and are most of the time used for construction work and cleaning in the basements etc. There is no proper supervision of the Housekeeping by your Complex Staff.

B. LEGAL DEFECTS

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

In your Notice dated 05/02/2024 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.



2. 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. 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.

3. Residents Welfare Association/Maintenance Charges.

- (i) 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.

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



- (ii) 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.
- (iii) As per Generally Accepted Accounting Principles and General Terms, Corpus Fund is a Capital Fund and is not to be utilized for Operational Expenses unless so directed by the contributor of the Corpus Amount, viz, the Allottee. The Corpus Fund has to be reflected as a Capital Account in the Balance Sheet of the Society/Association and deposited in a Fixed Deposit. Contrary to this while the Audited Balance Sheet of the Association for the year ended 31/03/2024 shows a Corpus Fund of Rs. 9,60,000, there is no Fixed Deposit of Equivalent Amount and the Cash & Bank Balances are reflected at Rs. 2,13,623. Which clearly proves that the Corpus Contributions have been used for operational expenses which is contrary to Law.

4. Guarantee for Structural Defects

As per section 14(3) of the RERA Act, structural defects, or any other defect in workmanship, quality or provision of services as per the Agreement of Sale is brought to the notice of the promoter by the Allottee, within a period of 5 years from the date of possession, the Promoter is bound to rectify the said defect within 30 days without extra charge. However, the Certificate of Guarantee given to us is for a period of 1 year from the date of possession which is a violation of the above section

5. 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.

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.

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.

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.



6. GST Invoices and proof of Remittance of GST not provided

The Co- Promoters who are the Landowners of the Greenwood heights Housing Project have collected GST at 5% of the Sale Consideration from the Complainants to whom they have sold their Flats. However, they have failed to issue GST Invoices and Proof of Remittance of the GST Amount to the Government to the Allottees. One of the Complainants vide his Registered Letter dated 18/03/2024 had called upon the Land Owner /Investor to provide the GST Invoice and Copy of Proof of Remittance of GST to the government but there has been no compliance till date.



CHANDAN DUTTA
FLAT NO A-316



M. ANAND KUMAR
FLT NO B-713

For Self and on behalf of Other Complainants CC.93/2024/TG RERA