

**IN THE HON'BLE TELANGANA REAL ESTATE REGULATORY
AUTHORITY
AT HYDERABAD**

C.C No. 93/2024/TG RERA

R.C No. 735/2024/TG RERA

Between:

M. ANAND KUMAR & 19 ORS.

COMPLAINANTS

AND

M/S MEHTA & MODI REALTY KOWKUR LLP & ANR.

RESPONDENTS

COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NO. 1

I, Soham Satish Modi, S/o. Late Satish Modi. age about 53 years R/o Plot No.280, Jubilee Hills, Hyderabad, Telangana, the designated partner and authorized representative of M/s Mehta and Modi Realty Kowkur LLP, the Respondent No. 1 herein having our registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M.G Road, Secunderabad, do hereby solemnly state and affirm on oath as under:

1. I am the authorized representative of Respondent No. 1 herein authorized by way of the board resolution dated 06.06.2025 to represent Respondent No.1. As such I am well acquainted with the facts of the case and able to depose as under. Original Board Resolution dated 06.06.2025 is herewith annexed as **Annexure 1**
2. I have gone through the contents of the subject Complaint ("**Complaint**") filed by the Complainants herein under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (**RERA**)




Act) and it is submitted that all the allegations and averments made in the Complaint are denied and no averment made in the Complaint may be construed as true or admitted by Respondent No.1 for reasons of non-traverse. Infact on account of the subsequent developments, neither the Complaint nor the allegations made thereunder survive.

3. The Respondent No.1 is the Developer of a housing project under the name and style Greenwood Heights consisting of 119 flats in 2 blocks, i.e. Block-A and Block-B located at Sy. No. 196, Histop Road, Kowkur, Alwal Mandal, Medchal-Malkajgiri District, Secunderabad – 500010 (**“Greenwood Heights Project”**). The Complainants are individuals who have purchased residential flats in the said Greenwood Heights project and are currently residing there.
4. At the outset, before adverting to the paragraph wise reply to the contents of the Complaint, it is just and necessary that the true facts pertaining to the Greenwood Heights Project are set out in detail before this Hon’ble Authority:
 - (i) On 09.07.2019, the Owners of land admeasuring Ac.2.00 Gts in Sy. No. 196 of Kowkur Village, Malkajigiri Mandal, Medchal-Malkajgiri District Prem Kumar Sanghi, Prem Kumar Sanghi HUF, Sanghi HUF, Sushma Sanghi, Nilesh Agarwal, Nilesh Agarwal HUF and Mukta Agarwal (**“Owners”**) entered into a Joint Development Agreement cum General Power of Attorney bearing document no. 5379/2019 dated 09.07.2019 with Respondent No. 1 herein for the Greenwood Heights Project.

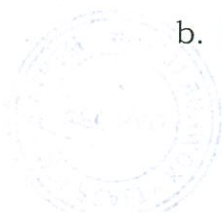


- (ii) Respondent No.1 obtained the building permit for construction of the Greenwood Heights Project vide Permit No. 1/C27/14075/2019 dated 21.09.2019. Subsequently, Respondent No.1 got the Greenwood Heights Project registered with the Telangana Real Estate Regulatory Authority bearing Registration No. P0220001214 dated 19.10.2019. Copies of the Building Permit and Registration Certificate are herewith annexed as **Annexure 2** and **Annexure 3**
- (iii) Subsequent to the commencement of construction of the Greenwood Heights Project, several Agreements of Sale were executed between the Respondent No. 1 and the Complainants.
- (iv) The Greenwood Heights Project consists of 119 flats across Block A and Block B. The Greenwood Heights Project is now fully completed in accordance with the approved plans and specifications and Respondent No. 1 has applied for the Occupancy Certificate, bearing File No. 002276/GHMC/0989/KPL1/2025 dated 26.02.2025. Copy of the Application bearing File No. 002276/GHMC/0989/KPL1/2025 dated 26.02.2025 is herewith annexed as **Annexure 4**
- (v) On 16.11.2021, the Respondent No. 1 formed the "Greenwood Welfare Association" under the Telangana Societies Registration Act,2001 bearing Society registration No. 687 of 2021 for maintenance of the Greenwood Housing



Project and promote cultural, social, literary activities among the residents of the Greenwood Heights. Copy of the Memorandum of Association of the Greenwood Heights Welfare Association is herewith annexed as **Annexure 5**

- (vi) Upon taking possession and occupation of their respective flats, the Complainants and others became members of the Greenwood Welfare Association.
- (vii) The Complainants started residing in the Greenwood Heights society from march 2023 after taking possession of their respective unit(s). It is also relevant to note that out of 119 Flats, 25 Flat owners have taken possession of their respective flats and have not raised any concerns.
- (viii) In early 2024, the Complainants raised certain grievances pertaining to the Greenwood Heights Project and issued a notice dated 13.01.2024 to the Respondents, setting out the difficulties allegedly encountered by them. All the concerns raised therein by the Complainants were duly addressed by Respondent No.1, as and when they arose. In fact, Respondent No.1 issued a detailed reply dated 05.02.2024, wherein each of the issues highlighted in the notice dated 13.01.2024 was clarified in detail.
- (ix) It is brought to the notice of this Hon'ble Tribunal that pursuant to the inspection report dated 30.01.2025 filed by the Engineering Staff College of India (ESCI), following issues have been identified:
 - a. Repairs to the Expansion Joint
 - b. Stagnation of Water in Corridors



- c. Copper Wiring from the Main Electricity Board of the apartment to the Individual Flats

It is submitted that Issues (a) and (b) have been duly resolved by Respondent No.1 as on date. Issue (c) with respect to the Copper Wiring requires involves of the residents, who are required to hand over their respective flats to Respondent No.1 for a period of two (2) days. However, the residents have not been able to extend such cooperation till date. Upon receiving the necessary access, Respondent No.1 shall promptly take appropriate action and resolve the issue without delay.

- (x) Hence, since the filing of the Complaint, in June, 2024, there have been multiple meetings, discussions, inspections from time to time as result of which all the concerns raised by the Complainants under Section 31 of the Act stand resolved.

PARA-WISE REPLY

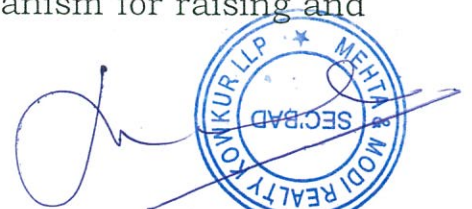
Without prejudice to the submissions made herein above, the Respondent No.1 for purposes of substantiating and clarifying its stance that all the complaints raised are duly addressed and resolved, Respondent No.1 herein furnishing para-wise reply as under:-

5. The contents of Paragraph 4 (A) to 4 (C) are descriptive and to the extent they are borne out of record, do not warrant a specific response.
6. The contents of Paragraph 4 (D) are false and specifically denied. It is not true that all the Complainants are paying the monthly maintenance charges as demanded. The monthly maintenance



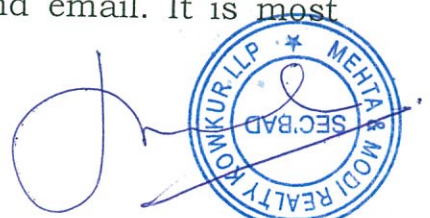
charges are not being paid regularly and most of the Complainants have arrears in their monthly maintenance charges. In response to the construction defects in the Greenwood Heights Project as a whole as well as independent flats, it is submitted that all the defects have been rectified by Respondent No.1. Furthermore, in response to the lack of provision of basic amenities, it is submitted that Respondent No.1 has provided all the amenities and facilities as per brochure given to the Complainant. It is most humbly submitted that some of the Purchasers took possession of their respective flats and started residing in the same even before completion of construction of all 119 flats in the Project. It is for the said reason that certain difficulties were faced by the Residents due to the ongoing completion works. The Project work stands completed as on December 2022 and the Respondent No.1 has applied for the Occupancy Certificate on 26.02.2025.

7. The contents of Paragraph 4 (E) are denied. The Respondents have addressed all the complaints posted by the Complainants. The same is evident from the replies furnished by Respondent No.1 from time to time.
8. The contents of Paragraph 4 (F) to 4(H) are denied, unless specifically admitted by the Respondent No.1. The meeting referenced to in Paragraph (G) was a unilateral decision made by the Complainants, without any confirmation from Respondent No.1. The Developer has various ongoing projects and thus has specific persons assigned for each project to address the grievances of the customers, if any. In as much as, even the website of the Developer provides for a mechanism for raising and



addressing the complaints. The Respondent No.1 maintains an organization comprising approximately 200 employees across various divisions. Each division includes multiple employees and managers, such as site engineers, customer relations executives, quality control engineers, purchase executives, and site supervisors, all of whom will coordinate with each other to address customer complaints. These personnel report to their respective managers, who then provide regular compliance reports to the management. Given the scale of operations, it is not feasible for the Authorized Partner of Respondent No.1 to be present for meetings with customers. The Respondent No. 1's responsibility is confined to promptly addressing and resolving the customers' complaints. It is however brought to the notice of this Hon'ble Tribunal that in multiple other meetings, wherever reasonable time was given, the Partner of the Respondent No.1 made himself available promptly.

9. The contents of Paragraph 4 (I) are denied. It is respectfully submitted that the Respondents have taken immediate and proactive measures to address the concerns raised by the Complainants regarding the alleged defects and other issues related to the Greenwood Heights Project. All works that fell within the scope and responsibility of the Respondents were promptly attended to by Respondent No. 1 without any undue delay. The Respondent No.1 in their letter dated 05.02.2024 gave a detailed, point-wise reply addressing each of the complaints raised by the Complainants which was displayed on the notice board of the Greenwood Heights Project premises, personally handed over to the concerned Complainants, and also circulated through digital means such as WhatsApp and email. It is most



humbly submitted that in spite of carrying out various works when even the Respondent No.1 faced non-cooperation from the Complainants, Respondent No.1 sought intervention of this Hon'ble Tribunal for appointment of an independent engineer who has on basis of the assessment of the Project given its findings of the competition of work for almost all the pending works/complaints except for 3 line items which stand completed as on today.

10. In reply to Paragraphs 4(J) to 4(L) of the Complaint, it is submitted that the said notices merely reiterated issues that had already been raised earlier and were duly addressed by Respondent No.1. The reply dated 05.02.2025 given by Respondent No. 1 is not vague but a comprehensive and point-wise response addressing each of the issues raised in detail. It is further submitted that Respondent No.1 has at all times extended full cooperation to the Complainants and remains committed to addressing any other legitimate issues that may arise, provided the same fall within the scope and obligations of Respondent No.1
11. The contents of Paragraph 5.1.1 of the Complaint are denied. It is submitted that the Complainants' contention that the Respondent No.1 has unlawfully collected maintenance charges is misconceived and devoid of merit. As per Section 11(4)(d) of the RERA Act, "*the promoter is responsible for maintaining essential services on reasonable charges until the maintenance of the project is taken over by the association of allottees.*" The Respondent No.1, in line with this provision, has collected reasonable maintenance charges from the Complainants upon their occupation of their respective flats through the Greenwood Heights Welfare



Association, in order to provide and maintain the essential services that the Respondent No.1 is responsible for and to ensure the proper upkeep of the Greenwood Heights Project in accordance with the provision.

12. The contents of Paragraph 5.1.2 and 5.1.3 are denied. In reply to the Complainants' contention regarding the incorporation of the Greenwood Heights Welfare Association, it is submitted that the Greenwood Heights Association was incorporated in accordance with Section 3(1) of the Telangana Societies Registration Act, 2001 for the promotion of cultural, social, sports and literary activities as stated in its Memorandum of Association.
13. In reply to the contention of the Complainants' that the allottees can never call for an election of the New Executive Committee as, it is submitted that the initial plan for development was for 150 flats, which was later reduced to 119, the bye-laws inadvertently record 150 which should be read as 119. Given that the Greenwood Heights Project is completed as on date, once majority of the allottees are in occupation, the existing Executive Committee shall take appropriate steps to initiate and conduct elections in a fair and transparent manner. It is submitted that any premature elections by the Executive Committee without the majority of allottees would only give rise to further complaints and administrative complications. The Executive Committee will in no way prejudice the rights of the Complainants, nor give rise to any fresh grievances, as they shall conduct the election of a new Executive Committee in accordance with due process and in the best interest of all the residents.



14. The Complainants placed reliance on the decision in *Nuggets Estates* and on Circular Memo No. Soc.7124/2018 to contend that a Residents Welfare Association cannot be incorporated under the provisions of the Telangana Societies Registration Act, 2001. They further alleged that Respondent No.1, in an attempt to overcome the restrictions laid down by the said Hon'ble High Court fraudulently secured the registration of the "Greenwood Heights Welfare Association" by deliberately avoiding the use of the term "Residents Welfare" and instead describing its objectives as relating to the "promotion of cultural, social, literary and other public services." However, it is respectfully submitted that the decision in *Nuggets Estates* has been overruled by the Hon'ble High Court of Telangana in *Nitish Reddy vs. State of Telangana*; 2021 SCC OnLine TS 1614, wherein it was held that a Residents Welfare Association is eligible for registration under the Telangana Societies Registration Act, 2001, provided its objectives conform to the purposes enumerated under Section 3(1) of the said Act. Pursuant to the aforesaid judgment, the Commissioner and Inspector General of Registration and Stamps, Government of Telangana, issued Circular Memo No. 8815/Regn.II/2023 dated 21.08.2023 permitting the registration of Residents Welfare Associations under the Telangana Societies Registration Act, 2001, provided that their objectives are in consonance with Section 3(1) of the Act. Greenwood Heights Welfare Association was registered strictly in accordance with the prevailing legal framework subsequent to the Circular Memo No. 8815/Regn.II/2023 dated 21.08.2023 and its objectives, as stated in its Memorandum of Association, align with the requirements of the Act, including the promotion of cultural, social, and literary activities. The Order passed by High Court and the Circular Memo No.



8815/Regn.II/2023 dated 21.08.2023 are herewith annexed as ***Annexure 6 and 7***

15. The contents of Paragraph 5.2 are denied. It is submitted that the payment of a Corpus Fund is a well-established and standard practice in almost every residential housing project in India. The Complainants have voluntarily taken possession and moved into their respective flats at Greenwood Heights Project and started residing there, availing the common amenities and essential services, including power backup , sanitation, water supply, lifts, and the common areas E. The allegation that Respondent No.1 has used the corpus fund for operative expenses without the consent of the allottees is incorrect. The corpus fund has been maintained for its intended purpose and has not been diverted for any unauthorized or day-to-day operational expenditure. In response to the allegation that Respondent No. 1 has not provided audited accounts of the Association from inception, it is respectfully submitted that Respondent No.1 is committed to maintaining transparency, accountability, and good governance in the affairs of the Association. At no point has Respondent No.1 denied access to financial records or withheld any information from the members. The audited financial statements of Greenwood Welfare Association are available for public access and are bring uploaded on Respondent No. 1's website from time to time.
16. In reply to paragraph 5.3 of the Complaint, it is submitted that the Respondent No.2 has not collected the GST amount nor has received the letter dated 18.03.2023, thus does not warrant a reply from Respondent No.1



17. In reply to Paragraph 5.4 of the Complaint, it is submitted that the Agreement of Sale executed with the Complainants was mutually agreed upon and signed by both parties with the consent of the allottees. It is a settled principle that the parties can alter or amend standard terms unless specifically prohibited by law. The terms of the Agreement of sale were consciously agreed upon by the Complainants, having knowingly signed the agreement of sale and accepted the terms therein and after having taken possession of the respective flats and residing therein the Complainants cannot now, belatedly, dispute the agreed terms or allege that the Respondent No.1 has violated the provisions and intent of the RERA Act. Even otherwise, by virtue of execution of sale deeds by the respective flats, the Agreement of Sale does not hold any relevance. It is not the case of the Complainants that there was a delay in handover of the respective flats. The concerns raised are respect of certain issues which arose in due course of use and occupation of the respective houses/building which were promptly addressed.
18. In reply to Paragraph 5.5 of the Complaint, it is submitted that all the issues raised by the Complainants were diligently addressed by Respondent No. 1 and appropriate action was taken to the satisfaction of the Complainants. The Engineering Staff College of India (ESCI), after conducting a detailed investigation of the Greenwood Heights Project, has also confirmed in its report dated 30.01.2025 that the issues were appropriately resolved and all the other issues as addressed in Para 4(ix) stand resolved as on today.



In view of the above submissions, it is most humbly submitted that the Respondent No. 1, in terms of the scope of the developer as per the Project Plan and the agreements executed with the prospective purchasers has already carried out all the necessary work and to the best of its ability. While the Respondent herein continues to be committed to its role and responsibility in the subject project and its obligations to the purchasers, it is most humbly submitted that all other pending works, if any, are beyond the scope of the developer, however, in the best interest of the purchasers, the answering Respondent offers to facilitate carrying out of such works through third-parties at the cost of the Complainants.

Be that as it may, in light of the developments post filing of the complaint and in view of the report furnished by the independent engineer, it is prayed that this Hon'ble Court may be pleased to dismiss the Complaint and pass any such other order or orders as deemed fit in the interests of justice.

Sworn and signed before me
on this the 11th day of June 2025



Deponent

VERIFICATION

I, Soham Satish Modi, S/o. Late Satish Modi. age about 53 years R/o Plot No.280, Jubilee Hills, Hyderabad, Telangana, the Respondent No. 1 herein do hereby verify and declare that the contents of the above counter affidavit are true and correct to the best of my knowledge, belief, information and advice of my counsel and I believe the same to be true and correct. Hence, verified on this the 11th day of June 2025 at Hyderabad.



DEPONENT

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..RESPONDENTS

**COUNTER AFFIDAVIT ON BEHALF
OF RESPONDENT NO. 1**

Filed on: 11.06.2025

Filed by:

**DUVVA PAVAN KUMAR
SHRADDHA GUPTA
G.NIKHITA HARI
SHRIJITA GADDAM
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**COUNSELS FOR RESPONDENT
NO.1**