

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

COMPLAINT NO.43 OF 2024

31st July, 2024

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

Sri Murali Mohan Reddy

...Complainant(s)

Versus

M/s Aaditri Housing Pvt.Ltd

...Respondent(s)

The present Complaint has been filed under Section 31 of the Real Estate (Regulation and 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"). During the hearing, the Complainant prayed before this Authority to pass the following interim order in safeguarding his interest:

- a. To direct the Respondent not to alienate rights of Flat No. 1203 to third parties until the present matter is disposed of.
2. The Complainant submitted that he booked a residential flat (Flat No. 1103, Block D) admeasuring 1250 sq. ft., along with a covered car parking, in Aaditri's Empire Venture located at Velimela village, Tellapur Municipality, and Mandal, Sanga Reddy District.
3. The Complainant made advance payments on 17.12.2018, 19.01.2019, and 13.07.2019, and subsequently applied for the allotment of the flat on 30.09.2020. The Respondent issued an allotment letter acknowledging the payments made by the Complainant.
4. However, the Respondent entered into an Agreement of Sale (AOS) on 02.06.2022, changing the flat number to D-1203 on the 12th floor without informing the Complainant. Upon enquiring about a housing loan in February 2023, the Complainant was informed of the cancellation of their flat allotment due to non-payment of installments. Further, the Respondent insisted on purchasing the flat at the current market rate, despite prior agreements.

5. During the hearing, the Respondent denied all contentions raised by the Complainant and submitted that the Complainant approached the Respondent for purchasing the concerned flat. Upon all inquiries, the Complainant agreed to purchase the concerned property for a total sale consideration of Rs. 43,56,188/-. The payment terms and conditions and the scheduled timeline of payment were agreed upon by both parties.

6. The Complainant failed to comply with the payment timeline as prescribed in the schedule of payments agreed upon in the Agreement of Sale dated 09.05.2022. An intimation letter was communicated to the Complainant. Further, a pre-cancellation notice was issued on 25.05.2022. As per the agreement, Clause 24 states that if the allottee fails to pay the scheduled payment along with interest within two months of the scheduled date, the agreement stands cancelled.

7. Upon perusal of the records submitted before this Authority, it is observed that the Respondent issued a pre-cancellation letter dated 25.05.2022, bearing reference number AHPL/HYD/EMPIRE/25.05.2022, prior to the execution of the Agreement of Sale. The execution of the Agreement of Sale occurred on 02.06.2022. Subsequently, within three months of the execution of the Agreement of Sale, the Respondent issued a cancellation letter to the Complainant, referenced as AHPL/HYD/EMPIRE/07.09.2022/PBN:577/003. The pre-cancellation letter that the Respondent relies upon does not pertain to the same instalment and, therefore, cannot lead this Authority to conclude that the Complainant was duly notified of the cancellation prior to the execution of the Agreement of Sale. This Authority notes the discrepancies in the actions of the parties involved. Accordingly, this Authority holds that until the issue of the sustainability of the cancellation letter dated 07.09.2022, issued by the Respondent, is determined, the Respondent shall not alienate the rights of the concerned unit, Flat No. 1203-D in the project Aaditri's Empire Venture, to any third party until the final resolution of the present matter.

8. Furthermore, this Authority observes that the Respondent has collected sums of money from the Complainant since 2018, even before obtaining RERA registration on 30.04.2021. Consequently, a show cause notice, bearing

reference number C/43/2024/TGRERA and dated 08.07.2024, was issued for violating Sections 3(1) and 4(1) of the Real Estate (Regulation and Development) Act, which prohibits the promoter from advertising, marketing, booking, selling, or offering for sale or inviting persons to purchase any plot, apartment, or building in a real estate project without registering the real estate project.

9. For contravening Section 3 of the Act, this Authority, exercising its powers under Section 59 of the Act, imposes a penalty of Rs. 2, 00,000/- This penalty is imposed for marketing/selling villas of the Project without registering the project before this Authority. The amount is payable in favor of TSRERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036, within 30 days of receipt of this Order by the Respondents/Promoter.

10. Therefore, exercising its power under Sections 36 and 37 of the Real Estate (Regulation and Development) Act, restrains the Respondent from being sold or register the concerned unit to any third party until further notice or issuance of the final order by this Authority.

11. The Interim order shall remain in force until the issuance of the final order by the order or until further modification or directions are given by this Authority.

12. The Respondent is hereby notified to comply with order forthwith. Failure to comply will result in appropriate action under Section 63 of the Real Estate (Regulation and Development) Act.

13. The matter is listed for hearing on 06.08.2024.

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

Sd/-
Sri. Laxmi NaryanaJannu,
Hon'ble Member
TS RER

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