

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 74 of 2025

Dated: 31st March 2026

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

K. Mani Babu

(A.S. Rao Nagar, Ecil Post, Kapra Mandal,
Medchal –Malkajgiri District-500 062)

...Complainant

Versus

M/s Sterling Avenues

Rep by its managing Partner A. Vasudeva Reddy
(Plot No. 1258&500, Beside Taaza Kitchen, Ayyappa Society,
Madhapur, Hyderabad -500 081)

...Respondent

The present matters filed by the Complainant herein came up for hearing before this Authority in the presence of Learned counsel for Complainant Kapil Dev, and learned Counsel for Respondent, Thakur Poornima. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **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 "RE(R&D) 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 Respondents.

A. Facts of the Case

3. It is submitted that the Complainant are allottees within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “RE(R&D) Act”) and the Respondent is a promoter within the meaning of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016.

4. It is submitted that the residential flat in question is an apartment that falls within the meaning of Section 2(e) of the RE(R&D) Act, 2016, and it is submitted that the Complainant, being allottee, are entitled to protection of their rights under the provisions of the RE(R&D) Act, 2016.

5. It is submitted that the Complainant came across an advertisement/hoarding displayed near Bachupally, at the site where the project is presently being constructed, regarding the upcoming residential project. Upon noticing the advertisement, the Complainant contacted the mobile number mentioned on the said hoarding and spoke with Ms. Durga Bhavani, who requested the Complainant to visit the Respondent’s office located at F-G1B, Mathrusri Homes, Miyapur X Road, Serilingampally, Ranga Reddy District, Telangana – 500049.

6. It is further submitted that when the Complainant visited the said office, there he was introduced to Mr. A. Vasudeva Reddy, who represented himself as the Managing Partner of the Respondent firm and provided the Complainant with details and an overview of the proposed project and Subsequent to the discussions between the parties, the Respondent represented that the total consideration for the subject flat would be Rs. 71,07,900/- The Complainant agreed to purchase the said flat and paid a token amount of Rs. 8,700/- on 15.08.2021.

7. The Complainant state that the Respondent thereafter demanded an advance amount of Rs. 2,48,700/-, which was paid on 16.08.2021, and a cash receipt dated 16.08.2021 was issued by the Respondent and according to the Complainant, the Respondent further demanded a sum of Rs. 30,00,000/- to be paid within two months, and in this regard a handwritten slip issued by Mr. A. Vasudeva Reddy and the Complainant state that relying on the representations made by the Respondent, then proceeded to make payments from time to time and have paid a total amount of Rs. 38,97,400/- towards the purchase of the subject flat and the said payments are substantiated by the receipts and bank statements filed along with the complaint.

8. The Complainant allege that at the time of collecting the token and advance amounts, the Respondent did not possess any legal entitlement or authority over the subject land for the purpose of construction of the project. According to the Complainant, the Respondent suppressed the material facts relating to the ownership and legal rights over the land and received an amount of Rs. 4,97,400/- (Rupees Four Lakhs Ninety-Seven Thousand Four Hundred only) from them towards the proposed sale of the flat. The Complainant contend that the Respondent entered into an agreement with the actual landowners only on 09.09.2021, which was subsequent to the receipt of the token and advance amounts from the Complainant and the Complainant further state that the Respondent subsequently entered into a registered Sale Deed dated 09.09.2021, bearing Document No. 25289 of 2021, executed between Smt. Vishwanath Vijaya Bai, Smt. Gandara Jyothi and Sterling Avenues are represented by their Managing Partner, Mr A. Vasudeva Reddy.

9. The Complainant further states that the Respondent obtained the necessary statutory approvals, such as HMDA approval and RERA registration, only after receiving payments from the Complainant. It is stated that the Hyderabad Metropolitan Development Authority (HMDA) granted approval for the project on 23.07.2022, nearly one year after the Respondent received the initial payment from the Complainant on 15.08.2021.

10. The said approval was issued vide File No. 049062/MED/R1/U8/HMDA/27092021 for the construction of a residential project consisting of 2 Cellars, Stilt, 15 Upper Floors and an amenities block comprising 2 Cellars, Ground Floor and 4 Upper Floors in Sy. No. 479 is situated at Bachupally. A copy of the HMDA Approved Application dated 23.07.2022 is filed along with the Complaint. with the actual amount allegedly paid by them. A copy of the Agreement of Sale dated 04.03.2023 is filed with this complainant.

11. The Complainant contend that the Respondent collected an advance sale consideration of Rs. 38,48,700/- from the Complainant prior to the execution of a valid Agreement for Sale in the prescribed format, which, according to the Complainant, amounts to a violation of Section 13(1) of the RE(R&D) Act 2016.

12. The Complainant further states that the Construction progress has been extremely slow, even after obtaining approvals from the competent authorities, such as HMDA and RERA. According to the Complainant, the Respondent has completed only two cellar levels and one stilt level for a portion of the project in a timeframe of 26 months, and for the remaining portion, only footings and pillars for Cellar-B2 have been laid. The Complainant contend that,

considering the present stage of construction, the Respondent has only about seven months remaining to complete the entire project comprising 15 upper floors along with the internal works, finishing and other amenities, which, according to them, is practically not feasible within the remaining period of the project registration under RERA Registration No. P02400005303

13. The Complainant further state that, in view of the slow progress of construction, the Respondent is unlikely to deliver possession of the flat within the timeline stipulated under the RERA registration, and that the construction progress is alleged to be less than 15% of the total work. The Complainant allege that in this background, the Respondent addressed a letter dated 01.08.2023 from Sterling Homes Pvt. Ltd. with the subject “Changes of Floor Plan and Square Foot of Flat as per revised approval from HMDA No.004193/BP/HMDA/0866/MED/2023.”

14. According to the Complainant, through the said letter, the Respondent proposed certain changes, including alteration of the allotted Flat No.1205 to Flat No.1202, reduction of the area from 1385 Sq. Ft. to 1380 Sq. Ft., and removal of the kitchen garden, and sought the consent of the Complainant for the same and the Complainant state that he did not agree to the proposed changes and communicated their objection through an email dated 01.08.2023 at about 20:02 hours, wherein he expressed disagreement with the allotment of Flat No.1202 and requested the Respondent to allot Flat No.1107 or Flat No.1507 instead

15. The Complainant further allege that instead of seeking extension of the existing project registration, the Respondent proceeded to apply for fresh approvals from HMDA and RERA in respect of the same project situated in the same survey number. According to the Complainant, the Respondent submitted a new application before HMDA vide File No.004193/BP/HMDA/0866/MED/2023 on 17.04.2023, which was subsequently approved on 17.10.2023 and the Complainant state that even prior to the approval of the said application, the Respondent allegedly approached the allottees seeking their consent by representing that the revised approval from HMDA had already been obtained. The said application pertains to building permission for the construction of a residential building consisting of the existing two cellar levels, existing one stilt level, fifteen upper floors and a proposed addition of two upper floors in Sy. No.479 situated at Bachupally Village, Bachupally Mandal, Medchal–Malkajgiri District, to an extent of 6,859.94 Sq. mts, applied by M/s Sterling Avenues and others.

16. The Complainant contend that the existing two cellars and one stilt level were constructed pursuant to the earlier approval granted under File

No.049062/MED/R1/U8/HMDA/27092021, and alleges that the Respondent suppressed the fact that the earlier sanctioned project had not been completed and obtained fresh approvals for the remaining construction. A copy of the HMDA approval relating to the said new file is filed along with this Complaint.

17. The Complainant further allege that instead of seeking extension of the existing project registration in accordance with the provisions of the RE(R&D) Act, 2016, the Respondent applied for a fresh RERA registration for the very same project and property which had already been registered earlier with the Authority. According to the Complainant, the Respondent suppressed the fact that there already existed a valid and subsisting RERA registration for the project, which was stated to be valid up to 28.07.2025, and applied for a new registration treating the project as a “new project.”

18. The Complainant states that the Respondent submitted the said application vide Application No. REA02200072155, and paid an amount of Rs. 69,484.40/- on 25.11.2023. In the said application, the total extent of the project land is shown as 6,859.94 Sq. mts and the net area is also shown as 6,859.94 Sq. mts, and the Complainant allege that the extent of land has been reduced and the number of floors increased without assigning any reasons.

19. The Complainant contend that the Respondent deliberately applied for a fresh RERA registration without disclosing the existence of the earlier registration for the same project, which, according to them, was still valid at the relevant time. A copy of the new RERA application is filed along with this complaint. The Complainant allege that the said act of the Respondent amounts to a violation of Section 14 of the RE(R&D) Act, 2016.

20. The Complainant further states that the Respondent obtained the aforesaid new RERA registration despite the existence of the earlier RERA registration for the same project, which, according to them, was still valid at the relevant time. It is alleged by the Complainant that, as a result, two RERA registrations came to be in existence in respect of the same project, and that the Respondent suppressed material facts relating to the earlier registration while seeking the subsequent approval. According to the Complainant, the Respondent thereby obtained multiple approvals from the authorities, including RERA and HMDA, for the same project.

21. The details of the two HMDA Approval Details for the project:

- (i) HMDA letter No. 04062/MED/R1/U6/HMDA/27092021, Total Extent: 7858.76 Sq. mts.

Project Commencement Date: 28.10.2022 and Completion Date: 22.07.2025

- (ii) HMDA letter No. 004193/BP/HMDA/0866/MED/2023, Total Extent: 6859.94 Sq. mts.

Project Commencement Date: 04.01.2024 and Completion Date: 16.10.2028

The details of the two RERA registrations for the project relied upon by the Complainant are as follows:

- (i) RERA Registration No. P02400005303, granted on 28.10.2022, with validity up to 22.07.2025.
- (ii) (ii) RERA Registration No. P02200007512, granted on 04.01.2024, with validity up to 16.10.2028.

22. The Complainant further states that the Respondent has not disclosed any specific reasons for the change in the total extent of the project or for applying for a fresh RERA registration for the same project. According to the Complainant, the reasons for such modification have not been communicated to the allottees. The Complainant further contend that even after obtaining the new RERA registration, the Respondent has neither executed any fresh Agreement of Sale with the Complainant nor demonstrated any significant progress in the construction of the project.

23. The Complainant states that, in view of the above circumstances and the alleged lack of progress in the project, the Complainant decided to withdraw from the project and sought cancellation of the booking and refund of the amounts paid. The Complainant states that he approached the Managing Partner of the Respondent firm, Mr. A. Vasudeva Reddy, requesting cancellation of the allotment and refund of the sale consideration paid by them. According to the Complainant, there was no effective response from the Respondent, and after repeated efforts, the Respondent allegedly advised the Complainant to communicate their request through email. A copy of the said email correspondence is filed with this Complaint.

24. The Complainant further states that he has addressed an email dated 22.11.2023 to the Respondent, seeking the cancellation of the allotment and the refund of the sale consideration paid by them. According to the Complainant, subsequent to the said email, he was contacted by Mr. Ramakrishna and Mr. A. Vasudeva Reddy of Sterling Homes, who allegedly informed them that the cancellation could be processed subject to certain conditions, such as resale of the flat, the Complainant should get a new buyer, and the Respondents will deduct an amount of 25% for cancellation.

25. The Complainant further states that he had communicated their concerns to the Respondent through a message dated 29 September, highlighting the slow progress of construction and the limited number of labourers engaged at the project site. According to the Complainant, the Respondent replied, stating that the progress of work had slowed down due to the rains and that construction activity would resume in full swing after the Dussehra festival. However, the Complainant contend that even thereafter, there was no substantial progress in the construction of the project.

26. The Complainant further states that he again sent a message dated 14.12.2023 to the Respondent requesting cancellation of the allotment and refund of the amounts paid. In response, the Respondent is stated to have replied that “due to market conditions, cancellations are not being accepted in the project, and if the Complainant still opted for cancellation, the flat would be kept for sale and the amount would be refunded only after a new buyer is found. The Complainant contend that such a response from the Respondent is arbitrary and unfair.

27. The Complainant contend that the Respondent's refusal to refund the amounts paid by them and the imposition of cancellation conditions indicate that the Respondent is unwilling to return the Complainant's payments. The Complainant further state that, as per Clause 7.5 of the Proforma of Agreement for Sale and in terms of Section 18 of the RE(R&D) Act, 2016, the promoter is obligated to refund the amount to the allottee if the allottee chooses not to continue with the project, subject to the provisions of the Act.

28. The Complainant states that despite making repeated efforts to secure a refund of the amounts paid, the Respondent failed to respond positively. According to the Complainant, the conduct of the Respondent has caused him considerable hardship, mental distress and inconvenience, and therefore, he has approached this Authority seeking appropriate relief for justice.

B. Relief Sought

29. Therefore, aggrieved by the actions of the Respondents, Complainant prayed as under:

- a. To direct the Respondent to refund the amount paid by the Complainant towards the sale consideration, amounting to Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only) along with interest SBI MCLT + 2 % Per annum
- b. To direct the Respondent to refund the said amount along with interest, calculated from the date of first payment i.e., 15.08.2021, as the Complainant contend that the

Respondent had collected the amounts prior to obtaining registration of the project under the Real Estate (Regulation and Development) Act, 2016.

c. To direct the Respondent to pay compensation to the Complainant for the alleged acts of the Respondent in collecting and retaining the money for a prolonged period without adequate progress in the project or for cheating the investors and shattering their dreams of buying the house by holding the money in their account for more than 3+ years without any progress in the project and finding new ways to beat and cheat the act.

d. To direct the Respondent to reimburse the legal expenses incurred by the Complainant in pursuing the present complaint, as may be deemed appropriate by this Authority.

C. Counter filed by the Respondent

30. The Respondent submits that, save and except as expressly admitted herein, all allegations, contentions, and averments made by the Complainant are specifically and unequivocally denied. The Complainant is put to strict proof of each and every allegation contained in the complaint.

31. The Respondent submits that the allegations in Paragraphs 4(i), 4(ii), 4(iii) and 4(iv) are procedural in nature and do not warrant a specific reply. The allegations in Paragraph 4(v) are denied, and the Complainant is put to strict proof thereof.

32. The Respondent submits that the allegations made by the Complainant in Para 4(vi) of the complaint are false and denied. It is stated that the Complainant had approached the Respondent during the planning stage of the project and voluntarily paid a token amount of Rs. 8,700/- based on an assurance to book the proposed plot/flat, and that the said amount was not demanded by the Respondent and the Complainant's averments in para 4(vii) of the Complaint are completely false and baseless, and the Complainant is put to strict proof of the same. The referenced document by the Complainant merely reflects a tentative cost schedule and was issued on plain paper. The payments were made solely to secure a specific plot before registration, and the Complainant was fully aware of the project's status at the time of payment.

33. The Respondent denies the allegations made in Para 4(viii) of the complaint and submits that no representations were made prior to acquiring the subject property. According to the Respondent, the development of the project had been pre-planned in coordination with

the landowners, and the allegations of fraud, coercion or misrepresentation are stated to be baseless. It is further contended that the token and advance amounts were paid voluntarily by the Complainant and were not collected under any coercion and the averments in Para 4(ix) of the Complaint are completely false and baseless, and the Complainant is put to strict proof of the same. The project was conceptualized and planned in coordination with the landowners. No false representations were made. The project proceeded as planned, and no fraudulent actions occurred.

34. The Respondent denies the allegations made in Para 4(x) of the complaint and submits that an application for building permission was submitted before HMDA on 27.09.2021 vide Application No. 049062/MED/R1/U6/HMDA/27092021, and that the approval was granted on 21.07.2022. According to the Respondent, there was no delay attributable to the Respondent in obtaining the said approval, and the averments in Para 4(xi) of the Complaint are completely false and baseless, and the Complainant is put to strict proof of the same. After obtaining HMDA approval, the Respondent applied for RERA certification (Application No. REA02400038888) and received registration on 28-10- 2022. All payments were made by the Complainant with full awareness of the project's status, and the Respondent submits that he has made no demands for payment.

35. That the averments in Para 4(xii) of the Complaint are factual in nature and do not warrant a specific reply, and the averments in Para 4(xiii) of the Complaint are partly true. The Respondent executed the Agreement of Sale dated 04-03-2023 only after receiving RERA certification, and the Complainant's averments in para 4(xiv) of the Complaint are completely false and baseless, and the Complainant is put to strict proof of the same. The Respondent had clearly informed that the Agreement of Sale would be executed only after HMDA and RERA registration. The Complainant only insisted on making payments despite no demand.

36. The Respondent denies the allegations made in Para 4(xv) of the complaint and submits that the project's proximity to a floodwater nala was discovered only after a complaint. The Respondent took necessary steps to rectify the issue in good faith and for the benefit of all buyers. The Complainant was aware of the same and has deliberately concealed this fact.

37. The Respondent denies the allegations made in Para 4(xvi) of the complaint and submits that the delay in the project is due to a complaint necessitating plan revisions near the flood nala. The Respondent sought consent from the allottees, but the Complainant denied it. Such refusal indicates a non-cooperative approach, contrary to the broader interest of the project and

its stakeholders. The Respondent denies the allegations made in Para 4(xvii) of the complaint and submits that, in view of the complaint and the required structural modifications, it was necessary to obtain fresh approvals from HMDA and RERA. Accordingly, the Respondent applied for approval vide File No. 004193/BP/HMDA/0866/MED/2023 dated 17.04.2023. The Respondent contends that the steps taken were lawful and undertaken in good faith for the benefit of the buyers.

38. The Respondent denies the allegations made in Para 4(xviii) of the complaint and submits that the structural modifications and area reductions were carried out with proper approvals and in the best interest of future buyers. The Respondent acted transparently and lawfully, and the Respondent denies the averments in Paragraph 4(xix) of the complaint and submits that a revised RERA Certificate bearing No. P02200007512 was issued on 04-01-2024. It is submitted that changes to the layout were necessitated by the flood nala issue and were approved by HMDA and RERA. The Respondent acted in good faith and in the buyers' interest.

39. The Respondent denies the allegations made in Para 4(xx) of the complaint. The Complainant was fully informed of the developments but has chosen to withhold this information from this authority, and the Respondent denies the allegations made in Para 4(xxi) of the complaint and submits that no grounds exist for cancellation of the Agreement of Sale, as there has been no fraud, coercion, or misrepresentation on the part of the Respondent. The Respondent contends that it has acted in good faith throughout the course of the project.

40. The Respondent denies the allegations made in Para 4(xxii) of the complaint and submits that the Complainant repeatedly sought cancellation of the Agreement, which, according to the Respondent, would result in financial loss to the project. The Respondent states that certain conditions were proposed to mitigate such loss, which were reasonable and within the bounds of law and the Respondent denies the allegations made in Para 4(xxiii) of the complaint and submits that the delay in construction occurred due to force majeure circumstances, including heavy rains and flooding. The Respondent contends that these circumstances were communicated to the Complainant and that construction activities resumed once the conditions improved.

41. The Respondent denies the allegations made in Para 4(xxiv) of the complaint and submits that the concerned flat was listed for resale to facilitate a refund. There was no default by the Respondent, and payment was contingent upon resale. The Respondent has no intent to withhold any due amount.

42. The Respondent denies the allegations made in Para 4(xxv) of the complaint and submits that Section 18 of the RERA Act is not applicable to the present case, as there has been no default by the Respondent. The project is ongoing, and the statutory conditions for invoking Section 18 are not satisfied. The Respondent denies the allegations made in Para 4(xxvi) of the complaint, and the Respondent submits that he has no intention of withholding any funds. The allegations appear to be an attempt to coerce the Respondent, thereby causing further delay and affecting the interests of other buyers.

43. In view of the foregoing, the Respondent respectfully prays this authority

- (a) Dismiss the present complaint;
- (b) Award costs to the Respondent; and
- (c) Pass any other order(s) deemed just and appropriate in the circumstances of the case

C. Rejoinder filed by the Complainant

44. The Complainant filed a rejoinder and denied the averments made in the counter filed by the Respondent and contended that he has incorrectly presented certain facts before the Authority and submits that the Complainant has submitted all the evidence in support of contention whereas Respondent failed to do so, and the Complainant also raised a procedural objection with regard to service of the counter by the Respondent and the Complainant categorically denies all averments made in the counter, except those specifically admitted herein as true.

45. In reply to Paragraph Nos. 1 to 3 of the counter affidavit, the Complainant submitted that the averments therein are general in nature and do not call for a specific response and with regard to para 4 of the Respondent counter, the Complainant submits that all the necessary documentary evidence has already been furnished by the Complainant.

46. In response to Para 5 of the counter filed by the Respondent, the Complainant submits that the Respondent has admitted to the booking of a flat upon receipt of a token amount of Rs. 8,700/- from the Complainant. The Complainant contends that even assuming that the said payment was made voluntarily, the Real Estate (Regulation and Development) Act, 2016 prohibits acceptance of any amount towards booking or sale of a unit prior to registration of the project with the Real Estate Regulatory Authority and the Complainant submits that the Respondent, being a promoter engaged in the real estate business, is presumed to be aware of the statutory requirements under the Act. It is contended that acceptance of any amount prior

to registration amounts to a violation of Section 3(1) of the Act, which prohibits a promoter from advertising, marketing, booking, selling or offering for sale any apartment or inviting persons to purchase in any manner in a real estate project without obtaining prior registration of the project with the Authority.

47. The Complainant further submits that the initial token amount was paid on 15.08.2021, whereas the RERA registration for the project was obtained only on 28.10.2022, resulting in a gap of approximately fourteen months. During this period, the Respondent is stated to have received a cumulative amount of Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only) from the Complainant without executing a registered Agreement for Sale.

48. The Complainant contends that such conduct is also in violation of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016, which mandates that a promoter shall not accept more than ten per cent of the cost of the apartment without first entering into a written Agreement for Sale and registering the same under the applicable law.

49. The Complainant further relies upon the decision of the Authority in the matter of Complaint No. 105 of 2024 – Sri M. Prem Kumar vs. M/s Bhuvanteza Infrastructures LLP, wherein the Authority imposed a penalty for violation of the provisions of the Act. The Complainant submits that similar violations have occurred in the present case as well, and in response to Para 6 of the counter, the Complainant reiterates the submissions made in the preceding paragraph and submits that the Respondent's stand is contradictory.

50. In response to Para nos. 7 and 8 of the counter filed by the Respondent, the Complainant submits that the Respondent has failed to properly consider the documents placed on record by the Complainant. The Complainant states that the documents clearly show that the Sale Deed executed between the landowners and the Respondent was registered on 09.09.2021 vide Document No. 25289 of 2021, along with a Development Agreement-cum-General Power of Attorney bearing Document No. 25290 of 2021. According to the Complainant, these documents demonstrate that the Respondent acquired the necessary ownership and development rights only on 09.09.2021, whereas the Respondent had already accepted a token amount of Rs. 8,700/- on 15.08.2021 from the Complainant. The Complainant contends that such acceptance of payment prior to obtaining the necessary approvals and registration of the project amounts to a violation of Section 3(1) of the Real Estate (Regulation and Development) Act, 2016.

51. In response to Para Nos. 9 and 10 of the counter, the Complainant submits that the statements made by the Respondent are contradictory. The Respondent has stated that the application for building permission was submitted before HMDA on 27.09.2021 and approval was granted on 21.07.2022, and that the application for RERA registration was subsequently submitted on 29.08.2022, However, according to the Complainant, the initial payments were accepted prior to 27.09.2021, which violation of section 3(1) of the RE(R&D) Act, 2016.

52. In response to Para No. 11 of the counter, the Complainant submits that the averments made therein are matters of record and therefore do not require a specific reply.

53. In response to Paras 12 and 13 of the counter, the Complainant submits that the contentions raised by the Respondent are untenable and contrary to the statutory obligations imposed under the Real Estate (Regulation and Development) Act, 2016. The Complainant submits that every promoter is required to comply with the provisions of the Act and the Rules framed thereunder, including those governing the execution of the Agreement for Sale, and that the Respondent failed to follow the prescribed Agreement for Sale. The Complainant further relied on Complaint No. 158 of 2024 for imposition of penalty and The Complainant further contends that while registering the project before the Authority, the Respondent had submitted and uploaded the Model Agreement for Sale, but subsequently executed a different Agreement of Sale with the Complainant, which is stated to be contrary to the provisions of the Rules and the format submitted before the Authority. According to the Complainant, such conduct is in violation of the provisions of the Act and may attract action under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016.

54. In response to Paras 14 and 15 of the counter filed by the Respondent, the Complainant submits that the Respondent has employed evasive and ambiguous statements while addressing the issue relating to the existence of a nala (drainage channel) within or adjoining the project site. According to the Complainant, the existence of the said nala was never disclosed to the Complainant at the time of booking or during the course of the transaction, and the same came to light only subsequently.

55. The Complainant contends that the existence of such a nala has legal implications under the relevant Government Orders issued by the Municipal Administration and Urban Development Department, namely:

- i. G.O.Ms. No. 363 dated 21.08.2010,
- ii. G.O.Ms. No. 168 dated 07.04.2012,

which, according to the Complainant, place restrictions on construction or development activities in the beds of water bodies such as rivers, nalas, and in the Full Tank Level (FTL) areas of lakes, ponds, cheruvus, kuntas or shikam lands.

56. The Complainant submits that the failure of the Respondent to disclose the existence of the nala at the relevant time amounts to a lack of transparency and failure to provide complete information to the allottee. Even assuming that the Respondent claims to have disclosed the said fact, the Complainant contends that such disclosure has not been documented or substantiated and the Complainant further submits that the Respondent, being a promoter registered under the Real Estate (Regulation and Development) Act, 2016, is required to periodically update the status and progress of the project on the RERA portal, including all material developments affecting the project. According to the Complainant, failure to disclose such material aspects relating to the project would amount to non-compliance with the disclosure obligations under the Act.

57. The Complainant further contends that under Section 18 of the Real Estate (Regulation and Development) Act, 2016, an allottee is entitled to seek refund of the amount paid along with interest and compensation in the event the promoter fails to complete or deliver possession of the project in accordance with the terms of the agreement.

58. The Complainant also denies the allegation of the Respondent that the Complainant had acted in a non-cooperative manner, and submits that the refusal to consent to proposed changes was a legitimate exercise of the rights available to an allottee under the Act. The Complainant further submits that the Respondent has allegedly made modifications to the sanctioned plans, layout designs or specifications without obtaining the consent of at least two-thirds of the allottees, which, according to the Complainant, is contrary to the provisions of Section 14(2)(ii) of the Real Estate (Regulation and Development) Act, 2016 and submits misconduct mirrors the precedent set in the House of Hiranandani case, where the Madras High Court held that unilateral changes to sanctioned plans without requisite consent were unlawful.

59. In response to Para 18 of the counter, the Complainant submits that the Respondent's assertion that it has acted in good faith and in the interest of the buyers is denied. The mere issuance of a new RERA registration does not cure the earlier acts of non-compliance or concealment of material facts and the Complainant further submits that the Respondent failed to disclose the existence of "Chandranna Kunta," a water body situated in Survey No. 483, and instead vaguely referred to the presence of a nala. According to the Complainant, the Full Tank

Level (FTL) and buffer zone of Chandranna Kunta extend into Survey No. 479, where the project is being constructed.

60. The Complainant relies upon Notification No. 1404/HMDA/EEL&P/2013-14/19 (2017) issued by the HMDA Lake Protection Committee, which identifies Chandranna Kunta (Lake ID #2800/EN/09) as a protected water body. It is further contended that under the Andhra Pradesh (Telangana) Building Rules, 2012, construction activity is restricted within the FTL and buffer zones of lakes, ponds, and similar water bodies.

61. The Complainant further states that the Respondent has not obtained the necessary No Objection Certificate (NOC) from the Irrigation Department, which is required for undertaking construction near water bodies. It is also contended that the Nizampet Municipal Corporation records, including the cadastral and water bodies maps, indicate that the buffer zone of the said water body extends into Survey No. 479, where the project is located. According to the Complainant, the non-disclosure of the above facts has raised concerns regarding the legality and sustainability of the project.

62. In response to Para 19 of the counter, the Complainant reiterates the submissions made in the preceding paragraphs regarding the Respondent obtaining multiple HMDA and RERA approvals for the same project without proper disclosure of material facts. The Complainant states that the Respondent's actions are contrary to the principles of transparency and disclosure contemplated under the Real Estate (Regulation and Development) Act, 2016.

63. In response to Paras 20 and 21 of the counter, the Complainant submits that the contention of the Respondent that there are no grounds for cancellation of the Agreement is denied. The Complainant reiterates that the Respondent has made misleading representations, failed to disclose material facts and effected changes in the project without proper consent, as detailed in the preceding paragraphs. According to the Complainant, such acts are contrary to the provisions of the Real Estate (Regulation and Development) Act, 2016, including Sections 12, 13 and 18, and therefore the Complainant is entitled to seek cancellation of the allotment and refund of the amounts paid along with applicable interest and compensation.

64. In response to Paras 22 and 25 of the counter, the Complainant submits that the stand taken by the Respondent is contradictory. While the Respondent contends that there are no grounds for cancellation or refund, it is also stated that the subject flat could be resold to facilitate refund to the Complainant. According to the Complainant, such inconsistent stands cast doubt on the Respondent's submissions and support the Complainant's request for

cancellation of the allotment and refund of the amount paid, in accordance with the provisions of the Act.

65. In view of the above submissions, the Complainant reiterates the averments made in the complaint and denies the allegations made in the counter filed by the Respondent. The Complainant therefore requests this Authority to consider the pleadings, documents and the provisions of the Real Estate (Regulation and Development) Act, 2016, and pass appropriate orders granting the reliefs sought in the complaint and pass any other orders deemed fit in the interest of justice.

D. Points for Consideration:

66. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following issues arise for determination in the present complaint:

I. Whether the Respondent Violated any provisions of the RE(R&D) Act, 2016?

II. Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?

E. Observations of the Authority:

Point – I: Whether the Respondent Violated any Provisions of the RE(R&D) Act, 2016?

67. Upon perusal of the pleadings, documents placed on record, and the submissions made by both parties, this Authority proceeds to examine the issues framed herein.

A) Whether the Respondent have obtained/booked a flat prior to obtaining RERA Registration:

68. This Authority has carefully considered the pleadings, documentary evidence placed on record, and the oral and written submissions advanced by both parties. The first and fundamental issue that falls for determination is whether the Respondent-Promoter engaged in booking, marketing, and collection of sale consideration for a flat in the project "Sterling Grandeur" prior to obtaining mandatory registration under the Real Estate (Regulation and Development) Act, 2016.

69. It is undisputed on record that the Complainant paid an initial token amount of Rs. 8,700/- on 15.08.2021, followed by an advance of Rs. 2,48,000/- on 16.08.2021, and further

substantial sums thereafter aggregating to a total of Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only) received by the Respondent between 15.08.2021 and 08.06.2022. The receipts and bank statements filed by the Complainant corroborate these transactions. Crucially, it is not in dispute that the RERA registration for the project was obtained by the Respondent only on 28.10.2022, resulting in a gap of approximately fourteen (14) months between the first payment received and the date of project registration.

70. The Respondent, in its counter, has sought to contend that the initial token amount was voluntarily paid by the Complainant based on an assurance to book the proposed flat and that no demand was made by the Respondent. This Authority is unable to accept this contention. Under the RE(R&D) Act, the obligation of registration is an absolute and non-negotiable precondition placed upon every promoter before undertaking any promotional, marketing, or booking activity. The voluntary nature of the payment made by the Complainant does not in any manner absolve the Respondent from the statutory obligation of having obtained prior registration before accepting any booking amount.

Section 3(1) of the Act unequivocally provides:

"No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act."

Whereas, the Section 4 (1) of the RE(R&D) Act, 2016, stipulates that :

"Every promoter shall make an application to this authority for registration of the real estate project in in such form manner within such time and accompanied by such fee as may be specified by the regulation made b le by this authority". Contravening the above said provisions of the Act shall all be a punishable und under Sections 59 and 60 of the RE (R&D) Act, 2016."

71. In the present case, the chronology of events is instructive. The initial token amount was accepted by the Respondent on 15.08.2021. The application for HMDA building permission was submitted by the Respondent only on 27.09.2021, and the approval thereof was granted on 23.07.2022. The RERA registration application was filed on 29.08.2022, and registration was ultimately granted on 28.10.2022. Not only did the Respondent accept money prior to RERA registration, but the Respondent had not even concluded the purchase of the subject land at the time of the initial booking the Sale Deed between the landowners and the Respondent was registered only on 09.09.2021 vide Document No. 25289 of 2021, subsequent

to the acceptance of the token amount. This demonstrates that at the time of accepting money from the Complainant, the Respondent had neither the ownership of the land, nor HMDA approval, nor RERA registration, all of which are conditions precedent to lawfully marketing or booking any unit in a real estate project.

72. The Respondent's assertion that the project was conceptualised and planned in coordination with the landowners does not constitute a legally valid basis for accepting sale consideration in the absence of the mandatory statutory registration. A promoter engaged in the real estate business is presumed, and indeed required, to be conversant with the provisions of the Act. Ignorance of or non-compliance with the RE(R&D) Act cannot be set up as a defence.

73. This Authority, therefore, holds that the Respondent has violated Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, by marketing, booking, and collecting sale consideration for the flat in the project "Sterling Grandeur" before obtaining registration of the project with TG RERA. The Secretary, TGRERA, is directed to initiate steps for the imposition of a penalty against the Respondent under Section 59 of the RE(R&D) Act.

B) Whether the Respondent Violated Section 13(1) of the Act, 2016 by accepting advance payments exceeding the statutory limit of 10% of the total sale consideration?

74. This Authority has examined the financial transactions between the parties and notes that prior to the execution of the Agreement for Sale dated 04.03.2023, the Respondent had accepted the following amounts from the Complainant:

- (i) Rs. 8,700/- on 15.08.2021
- (ii) Rs. 2,48,000/- on 16.08.2021
- (iii) Rs. 2,40,000/- on 18.08.2021
- (iv) Rs. 28,00,000/- on 21.10.2021
- (v) Rs. 6,00,000/- on 08.06.2022

75. The aggregate of the above amounts is Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only), against a total agreed sale consideration of Rs. 71,07,900/-. It is pertinent to note that even as per the Agreement for Sale executed on 04.03.2023, the Respondent has expressly acknowledged receipt of an advance sale

consideration of Rs. 38,48,700/- from the Complainant prior to execution of the said Agreement, which in itself represents more than 54% of the total sale consideration.

Section 13(1) of the RE(R&D) Act stipulates:

"A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force."

76. The legislative intent behind Section 13(1) is unambiguous, it is a allottee protection provision designed to ensure that no promoter can retain substantial sums belonging to a prospective allottee without first formalising and registering the agreement that governs the rights and obligations of both parties. Ten per cent of Rs. 71,07,900/- works out to approximately Rs. 7,10,790/-. The Respondent had, however, accepted amounts vastly in excess of this limit well before any Agreement for Sale was executed. Such conduct constitutes a blatant violation of Section 13(1) of the RE(R&D) Act.

77. The Respondent's counter that the amounts were accepted with full awareness of the Complainant and without any demand being raised does not constitute a valid legal defence to a statutory violation. The prohibition under Section 13(1) is absolute and operates irrespective of whether the allottee volunteered the payment. The obligation is cast on the promoter, not the allottee.

78. Accordingly, this Authority holds that the Respondent has violated Section 13(1) of the Real Estate (Regulation and Development) Act, 2016, and is liable to be penalised under Section 61 of the Act. The Secretary, TGRERA, is directed to initiate penal proceedings against the Respondent under Section 61 of the RE(R&D) Act.

C) Whether the Respondent has violated Rule 38 of the Rules, 2017 by not adhering to the format of the Agreement of Sale as stipulated in the annexure to the said Rule?

79. This Authority has perused the Agreement for Sale dated 04.03.2023 executed by the Respondent in favour of the Complainant and has also examined the Model Agreement for Sale uploaded by the Respondent on the project webpage at the time of registration before this Authority. A comparison of both documents reveals a material divergence.

80. Rule 38 of the Telangana Real Estate (Regulation and Development) Rules, 2017 mandates that every promoter shall execute the Agreement for Sale in the format prescribed in the Annexure appended to the said Rule. The manifest purpose of this Rule is to ensure uniformity, transparency, and protection of the rights of allottees by standardising the essential terms and conditions that must form part of every such agreement.

81. In the present case, the Respondent, at the time of registration of the project before this Authority, had uploaded the Model Agreement for Sale which was verbatim in conformity with the prescribed format under the Annexure to Rule 38. However, the Agreement for Sale actually executed with the Complainant on 04.03.2023 materially deviates from this prescribed format and appears to omit certain essential clauses that are mandatorily required to be included as per the prescribed proforma. This deviation is not merely technical but goes to the substance of the rights and obligations of the allottee under the agreement.

82. This Authority views with serious concern the conduct of the Respondent in uploading one format of Agreement for Sale before this Authority while executing a materially different agreement with the Complainant. Such conduct amounts to furnishing misleading information and misrepresentation before this Authority at the time of registration. It strikes at the very foundation of the disclosure obligations imposed upon promoters and defeats the legislative intent of the RE(R&D) Act and TG RE(R&D) Rules.

83. Accordingly, this Authority holds that the Respondent has indulged in wilful misrepresentation before this Authority by uploading a Model Agreement for Sale for the purpose of obtaining project registration under Section 4 of the RE(R&D) Act, while, in practice, executing agreements that are materially at variance with the prescribed format under Rule 38 read with the Annexure to the Telangana Real Estate (Regulation and Development) Rules, 2017. Such conduct amounts to furnishing false and misleading information to the Authority and undermines the regulatory framework envisaged under the RE(R&D) Act. In view thereof, this Authority is of the considered opinion that the Respondent is liable for imposition of penalty under Section 60 of the Real Estate (Regulation and Development) Act, 2016 for wilful misrepresentation and non-disclosure of true and correct particulars. Accordingly, the Secretary, Telangana RERA, is hereby directed to initiate steps for imposition of penalty under Section 60 of the RE(R&D) Act, in accordance with law.

D) Dual RERA Registrations:

84. This Authority has taken note of a significant aspect arising from the material placed on record. The Respondent has obtained two separate RERA registrations and two separate HMDA building permissions in respect of a project situated in Survey No. 479, Bachupally, Medchal-Malkajgiri District.

85. The details are as follows:

HMDA Approvals:

(i) HMDA File No. 049062/MED/R1/U8/HMDA/27092021 – Total Extent: 7,858.76 Sq. mts. – Project Commencement: 28.10.2022 – Completion Date: 22.07.2025

(ii) HMDA File No. 004193/BP/HMDA/0866/MED/2023 – Total Extent: 6,859.94 Sq. mts. – Project Commencement: 04.01.2024 – Completion Date: 16.10.2028

RERA Registrations:

(i) Registration No. P02400005303 – Granted: 28.10.2022 – Validity: 22.07.2025 – Project: "STERLING GRANDEUR"

(ii) Registration No. P02200007512 – Granted: 04.01.2024 – Validity: 16.10.2028 – Project: "STERLING GRANDUER"

86. This Authority observes that the subsequent RERA registration bearing No. P02200007512 was applied for in November 2023 and granted on 04.01.2024, when the earlier registration bearing No. P02400005303 was still valid and subsisting, with a validity running up to 22.07.2025. In this regard, the Secretary of TG RERA is directed to examine the records relating to both RERA registrations P02400005303 and P02200007512.

87. In light of the above, this Authority holds that the Respondent has violated the following provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder:

88. Sections 3 and 4 of the Act – by marketing, booking, and collecting sale consideration for the project prior to obtaining RERA registration;

89. Section 13(1) of the Act – by accepting advance sale consideration aggregating to Rs. 38,97,400/- (exceeding 10% of the total sale consideration) without first executing and registering the Agreement for Sale; and For misrepresentation by executing an Agreement for Sale materially deviating from the prescribed format submitted before this Authority under

section 4 of RE(R&D) Act at the time of project registration, thereby furnishing misleading information in violation of Section 60 of the RE(R&D) Act.

90. The Respondent is accordingly liable for penal action under Sections 59, 60, and 61 of the Act. The Secretary, TGRERA, is directed to initiate appropriate penal proceedings against the Respondent under the said provisions in accordance with law.

91. Accordingly, Point No. I is answered in the affirmative.

Point -II

92. It is not in dispute that the Complainant agreed to purchase a semi-finished flat bearing No. 1205 on the 12th Floor in the project “Sterling Grandeur,” admeasuring 1,385 sq. ft. (built-up area), together with one car parking space and an undivided share of land admeasuring 32 sq. yds. in Survey No. 479, Bachupally Village, Nizampet Municipal Corporation, Medchal-Malkajgiri District, Telangana, for a total sale consideration of Rs. 71,07,900/-.

93. It is further not in dispute that the Complainant has paid a total sum of Rs. 38,97,400/- on various dates between 15.08.2021 and 08.06.2022. Clause 1 of the Agreement for Sale dated 04.03.2023 records receipt of Rs. 38,48,700/- by the Respondent. This Authority notes the marginal discrepancy between the amount reflected in the receipts and that acknowledged in the Agreement. In the absence of any specific dispute raised by the Respondent and in view of the documentary evidence, including receipts and bank statements, this Authority accepts the total amount paid by the Complainant as Rs. 38,97,400/-.

94. It is also observed that certain payments were made from the bank account of Smt. K. Vanitha, in respect of which receipts were issued in her name, whereas the Agreement for Sale has been executed in favour of the Complainant, Sri K. Mani Babu. In the absence of any objection from the Respondent and having regard to the clear nexus between the payments and the subject transaction, this Authority holds that such a mode of payment does not affect the Complainant’s entitlement.

95. The primary grievance of the Complainant pertains to the inordinate delay and slow progress of construction. It is contended that, despite lapse of over 26 months from commencement, only two cellar levels and one stilt level have been completed, and the overall progress of construction is less than 15%. It is further contended that, given the present stage of construction, completion of the project comprising multiple upper floors along with internal and external development works within the stipulated period is highly improbable.

96. The Respondent has attributed the delay to regulatory constraints arising from the proximity of the project to a floodwater nala, necessitating plan revisions and fresh approvals from HMDA and this Authority. Reasons such as heavy rains and flooding have also been cited. This Authority is of the view that while regulatory approvals and unforeseen natural events may, in certain circumstances, constitute valid grounds under Section 6 of the RE(R&D) Act, a promoter is nonetheless expected to exercise due diligence at the planning stage. Regulatory constraints of this nature are not entirely unforeseeable, and failure to anticipate or address such issues cannot be taken as an open-ended justification for delay.

97. This Authority further notes that the Respondent, instead of seeking extension of the existing registration bearing No. P02400005303 (valid till 22.07.2025) under Section 6 of the RE(R&D) Act, applied for and obtained a fresh registration bearing No. P02200007512 with a revised timeline up to 16.10.2028 and such registration was obtained without proper disclosure of the earlier registration and with variation in project nomenclature, thereby giving rise to a serious concern of suppression of material facts.

98. The said conduct of the Respondent, in effect, amounts to an attempt to reset the timeline of project completion without complying with the statutory requirement of obtaining consent of the allottees as mandated under Section 14 of the RE(R&D) Act. Such a course of action cannot be permitted to defeat the accrued rights of existing allottees.

99. This Authority is constrained to observe that merely obtaining a fresh registration, even assuming it to be valid, does not absolve the Respondent of its obligations towards existing allottees. The obligation to complete the project and hand over possession remains governed by the terms of the Agreement for Sale and the statutory mandate under Section 11 of the RE(R&D) Act. In cases where prior registration existed and allottees were already on record, and where neither their consent was obtained nor full disclosure was made to the Authority, the original timeline and obligations shall continue to govern such allottees. Any attempt to circumvent statutory safeguards cannot prejudice the rights of the Complainant.

100. Clause 8 of the Agreement for Sale dated 04.03.2023 stipulates a period of 30 months along with 6 months grace period for completion and handing over possession, which expires on 04.03.2026. As on the date of adjudication of the present complaint, the said period has not formally lapsed. Accordingly, the statutory trigger under Section 18(1) of the RE(R&D) Act, relating to delay in handing over possession, has not yet crystallised. In view thereof, the claim

for interest under Section 18(1) of the RE(R&D) Act, as a standalone relief on account of delay, does not arise at this stage.

101. However, this Authority is of the considered opinion that the right of an allottee to seek refund is not confined solely to cases where the possession date has formally lapsed. The RE(R&D) Act, being a beneficial legislation, must be interpreted in a manner that advances the interests of the allottee. Where the facts on record demonstrate substantial delay in progress, statutory violations, and conduct of the promoter giving rise to legitimate apprehension regarding completion of the project, the allottee cannot be compelled to remain indefinitely bound to the project.

102. The Respondent's contention that a refund can only be granted upon strict fulfilment of Section 18(1) is therefore misplaced. A promoter who has contributed to uncertainty and delay through its own acts and omissions cannot insist upon continued investment by the allottee. It is also noted that the Complainant had communicated his intention to cancel the booking and sought refund vide email dated 22.11.2023. The said act constitutes a valid exercise of the Complainant's right to withdraw from the project.

103. In view of the above facts and circumstances, this Authority holds that the Complainant is entitled to refund of the entire amount paid, i.e., Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only). However, since the contractual period for completion has not formally expired, the statutory entitlement to interest under Section 18(1) of the RE(R&D) Act is not granted at this stage.

104. In view of the foregoing findings, this Authority holds that the Complainant is entitled to a refund of the entire sale consideration of Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only) paid towards the purchase of the subject flat. The Respondent is directed to refund the said amount within 45 days from the date of this Order. Failure to comply with this direction shall render the Respondent liable for penal consequences under Section 63 of the RE(R&D) Act.

105. Accordingly, Point No. II is answered.

Directions of the Authority:

106. In view of the detailed observations and findings recorded under Point Nos. I and II above, this Authority hereby issues the following directions:

- a) The Respondent is directed to refund to the Complainant the entire amount of Rs. 38,97,400/- (Rupees Thirty-Eight Lakhs Ninety-Seven Thousand Four Hundred only) received towards the purchase of Flat No. 1205 in the project “Sterling Grandeur”.
- b) The aforesaid refund shall be made within a period of 45 days from the date of receipt of this Order.
- c) It is made clear that failure to comply with the above direction within the stipulated period shall attract consequences under Section 63 of the Real Estate (Regulation and Development) Act, 2016.
- d) The Secretary, Telangana RERA, is hereby directed to initiate steps for imposition of penalty under sections 59,60 and 61 of RE(R&D) Act against the Respondent for the violations recorded in this Order, including:
- (i) Violation of Sections 3 and 4 of the RE(R&D) Act, for marketing, booking, and collecting consideration prior to registration;
 - (ii) Violation of Section 13(1) of the RE(R&D) Act – for accepting amounts exceeding 10% of the sale consideration without execution of Agreement for Sale;
- e) The Secretary shall also examine the issue of dual RERA registrations bearing Nos. P02400005303 and P02200007512, including suppression of material facts and take appropriate steps in accordance with law.
107. As a result, the complaint is disposed of accordingly. 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