

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]
09th January 2026

Corum: Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson
Sri LaxmiNarayanaJannu, Hon'ble Member
Sri K. SrinivasaRao, Hon'ble Member

1. COMPLAINT NO.1269 OF 2023

Between

Sri Abhishek Singh

.... *Complainant*

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... *Respondent*

2. COMPLAINT NO.1040 OF 2023

Between

Sri BandiNarsaiah

... *Complainant*

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... *Respondent*

3. **COMPLAINT NO.1039 OF 2023**

Between

Sri Avulu Raghunath Chowdary

... *Complainant*

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

4. COMPLAINT NO.1042 OF 2023

Between

Sri MalaReddy Sowmya

.... *Complainant*

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... *Respondent*

5. **COMPLAINT NO.1269 OF 2023**

Between

Sri GurramRamahesh

Sri VangitiShireesha

Sri ChamanthuluSrinivasalu

RamuluGoli

Chellubonia Bhimeshwara Swamy

Chellubonia Meghana

Uduthu Uma Devi

Satish Desisreddi

Thota Vinay Babu

... *Complainants*

AND

M/s Jayathri Infrastructures India Pvt Ltd.— “Jaya Platinum Project”, rep by Sri K.Srinivas

.... *Respondent*

6. **COMPLAINT NO.1034 OF 2023**

Between

Sri RamuluGoli

PulluruHarinath
Tumala Lavanya
BandiNageshwara Rao

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

7.

COMPLAINT NO.1046 OF 2023

Between

Sri P Harinath

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

8.

COMPLAINT NO.1045 OF 2023

Between

Sri Alwala Srikanth

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

9.

COMPLAINT NO.1029 OF 2023

Between

Sri Vanteru Anil Kumar

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

10.

COMPLAINT NO.1032 OF 2023

Between

Sri CH.S.R.K.Murthy

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

11.

COMPLAINT NO.1044 OF 2023

Between

Sri S Srinivas

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

12.

COMPLAINT NO.1043 OF 2023

Between

Sri Gope Ramesh

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

13.

COMPLAINT NO. 15(A) of 2024

Between

JP Welfare Association

.... Complainant

AND

M/s Jayathri Infrastructures India Pvt Ltd.– “Jaya Platinum Project”, rep by Sri K.Srinivas

.... Respondent

TGRERA PROJECT REGISTRATION NO: P02200003688
COMMON FINAL ORDER

The present batch of complaints, instituted by the Complainants, was taken up for final hearing before this Authority. At the time of final hearing, Sri Anil Kumar, President of the Association of Allottees, and Sri Sirigidi Srinivas Rao, Vice-President of the Association of Allottees, were present and heard. None appeared on behalf of the Respondent, despite due service of notice. The Respondent, having appeared only during the initial hearings and having thereafter failed to participate in the proceedings, was accordingly set ex parte. The matters, having been heard and are now disposed of by this Authority by the present **ORDER**:

2. The present set of complaints have been filed under Section 31 of the Real Estate (Regulation and 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 TG RE(R&D) Rules”), seeking appropriate directions and reliefs against the Respondent in respect of the project in question.

3. The case of the complainants in all the complaints is on similar grounds. Similarly, the stand taken by the Respondent in their counters is also same. Therefore, for the sake of the convenience and to avoid repetitions the pleadings from the complaint no.15A/2024 is referred below.

A. Unit and project related details:

4. The particulars of the said project are as follow:

S.no	Heads	Information
1.	Promoter- Project name	M/s Jayathri Infrastructures – “Jaya Platinum”
2.	Project area	2731.78 sq.yards
3.	Nature of the Project	Residential gated community 1 Stilt + Ground and 5 upper floors. Total of 60 apartments
4.	HMDA approval	Building technical approval no. 043524/MED/R1/HMDA/25022021, dated 20.03.2021 Approved by local body vide permit no. G1/DM/3810/BP/2021 dated 01.11.2021
5.	RERA Registration	P02200003688
6.	Situated	Survey no. 461 part of Bowrampet Village, Dundiga IMunicipality Mandal, Medchal – Malkajgiri District

B. Brief facts and submissions of the complainant association are as follows:

5. The complainants herein have registered their association and within the meaning of section 2(zg) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the RE(R&D) Act), and the Respondent is the Promoter/Developer within the meaning of

Section 2(zk) of the RE(R&D) Act. The Respondent is registered as the promoter of the Project namely “Jaya Platinum” under section 5 of the RE(R&D) Act bearing Project Registration no: P02200003688(hereinafter referred to as the “said project”). The said project is a residential project wherein the development rights of the said project are of the Respondent.

6. The complainants are the allottees with a common interest in the project, namely Jaya Platinum located at Survey no. 461 part of Bowrampet Village, Dundigal Municipality Mandal, Medchal – Malkajgiri District, covering 2731.78 sq. yards, Hyderabad, Telangana. This project was undertaken by M/s Jayathri Infrastructures India Pvt. Ltd. The present office address is Plot no. 1005, opposite Eminent Plaza Building, 4th floor, Jaya’s unique building, Kukatpally, Hyderabad – 500072. The parcel of land is under the ownership of M/s Jayathri Infrastructures India Private Limited, as per sale deed no. 12502 of 2022, dated 25.04.2022.

7. This is a project with a sanctioned plan approved by the local planning authority, HMDA, on 20.03.2021, and approved by the local planning body Dundigal Municipality, Medchal – Malkajgiri District on 01.11.2021. The project was required to be developed into residential apartments totalling 60 flats/units, as per the sanctioned plan vide 043524/MED/R1/HMDA/25022021, with a built-up area of 5865.75.

8. On TG RERA Project registration webpage, the registration date of the said project is mentioned as 20.03.2021 as approved by the Competent Authority, however, the RERA registration is valid up to 14.10.2024.

9. The allottees of the said project, in their capacity, have filed these complaints before the Authority. According to the complaints, there has been no progress in the project and has been stalled since June 2022. The overall project progress, as reported by the Allottees, is approximately 50%, limited to skeleton structure, brickwork, internal and external plastering.

10. The Allottees assert that the Respondent has sold around 51 units out of 60 units. The Respondents have registered 49 units in the name of buyers. For the remaining 2 allottees, the Respondent has entered into an Agreement of sale. Further submitted to this Authority that out of 60 flats, 9 flats have been mortgaged to HMDA.

11. Furthermore, it is stated that from July 2022 to the present date, the Respondent has not undertaken any progress in the construction of the said project. The Respondent has been providing different completion and possession dates to the allottees, ranging from June 2022-June 2023. This delay has caused significant hardships to the allottees and their families.

12. As per the Agreement of Sale executed by the Respondent with the allottees, clause 5 of the Agreement of sale provided by the Respondent states that the Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project

with the Authority. However, the Respondent has defaulted on duties, obligations, and conditions applicable to a registered project, particularly in achieving the requisite progress within the stipulated time.

C. The complainants are seeking the following relief:

- i. To direct the respondent to complete the project and hand over possession of the flats/units to the allottees.*
- ii. On 27.12.2023, the complainant prayed to this Authority that the Registration Certificate bearing No.P02200003688 issued in the name of and/or in favor of the Respondent for the development of the project on the said property be revoked and/or cancelled forthwith and hand over the project to the Association under section 8 of the RE(R&D) Act for the completion of the project.*
- iii. Or such other and further reliefs as this Authority deems fit and proper in the facts and circumstances of the present case.*

D. Replies filed by the Respondent as follow:

13. The respondent submitted that he has entered into a contract agreement with M/s Naga Durga Enterprises, represented by its Proprietor, Smt. K Naga Durga. He has given the present position of the project, almost done by the contractor, for the slabs work, brickwork, pasting work in all the floors, except plastering work and plumbing, sanitary work, electric works up to the handover stage of the flats. The contractor has completed the work up to the above stage without any delay, and the respondent has paid up to 85% of the amount to the contractor as per the agreement. The respondent has raised delay concerns with the contractor, but the contractor has been avoiding the respondent for a year.

14. The respondent is planning to sell a few of the vacant flats in the concerned project and pay the remaining balance amount to the contractor for completing the pending work without any further delay. The respondent requested this Authority to approve the above process and give permission to him to proceed further with the above-mentioned plan.

E. Proceedings before the Authority:

15. The present batch of complaints came to be heard together, as the issues involved, the project concerned, the parties, and the reliefs sought were substantially identical. The Authority, considering the multiplicity of proceedings and in order to avoid conflicting findings, deemed it appropriate to hear and adjudicate the matters collectively.

16. During the course of several hearings conducted by this Authority, the Respondent–Promoter, through counsel, candidly admitted that there had been substantial delay in the

execution and completion of the project. The Respondent attributed such delay primarily to financial distress, disputes with contractors, and alleged non-cooperation at the site. However, beyond such assertions, no cogent material was placed before the Authority to demonstrate any concrete steps taken towards revival or completion of the project.

17. On the other hand, the Complainants, who are individual allottees consistently reiterated that construction activity at the site had come to a complete standstill since June 2022 and that despite repeated assurances, the Respondent had failed to resume or meaningfully progress the work.

18. This Authority records that the Respondent was afforded multiple opportunities, spanning several months, to place on record a credible roadmap, financial plan, or time-bound schedule demonstrating its capacity and intent to complete the project. Despite such indulgence, the Respondent failed to submit any viable proposal. The replies filed were vague, evasive, and lacked financial or technical substantiation.

19. In the interregnum, this Authority, noticing that a substantial number of allottees had already obtained registered sale deeds and that the disputes were affecting the collective interest of purchasers, directed the allottees to form a registered association, so that the grievances could be addressed in an organised and representative manner. Pursuant thereto, the allottees constituted the JP Welfare Association, which subsequently came on record as Complainant in Complaint No. 15(A) of 2024.

20. Simultaneously, in view of the conflicting claims regarding the stage of construction and utilisation of funds, and in exercise of powers under Section 35 of the RE(R&D) Act, this Authority deemed it necessary to obtain an independent technical assessment of the project.

F. Independent technical assessment

21. This Authority, having regard to the conflicting submissions made by the parties with respect to the stage of construction, utilization of funds, and the feasibility of completion of the Project by the Respondent, was of the considered opinion that an independent, objective, and expert technical assessment of the Project was indispensable for a just and effective adjudication of the issues involved.

22. The Authority records that the Respondent, on one hand, claimed substantial completion of construction and attributed the delay solely to contractor-related issues, while on the other hand, the Complainants consistently asserted that the Project had remained completely stalled since June 2022, with no visible progress at site. In the absence of credible documentary or

technical substantiation from the Respondent, this Authority deemed not right to rely merely upon oral assertions or self-serving statements.

23. Accordingly, in exercise of the powers conferred under Section 35 of the Real Estate (Regulation and Development) Act, 2016, this Authority directed M/s Engineering Staff College of India (ESCI), an independent technical institution, to carry out a physical inspection, progress assessment, and financial correlation of the Project “Jaya Platinum”.

24. ESCI conducted the inspection and submitted a detailed report bearing No. ESCI/PD/TPQC/TSRERA/06/2023-24, dated 01.12.2023, which has been placed on record and carefully perused by this Authority.

25. As per the said report, the Project comprises a residential apartment building consisting of 1 Stilt + 5 upper floors, constructed over an extent of approximately 3267.0 square yards in Survey No. 461/P, Bowrampet Village, Dundigal–Gandi Maisamma Mandal, Medchal–Malkajgiri District, developed pursuant to HMDA Building Technical Approval No. 043524/MED/R1/U6/HMDA/25022021 dated 20.03.2021, and Dundigal Municipality Permit No. G1/DM/3810/BP/2021 dated 01.11.2021.

26. Upon detailed inspection and appraisal, ESCI assessed that the overall physical progress of the Project stood at only 66%, leaving approximately 34% of the total construction incomplete.

27. Significantly, the report categorically states that no construction activity whatsoever was observed at site as on the date of inspection, and that the Project had remained non-operational since June 2022. This finding conclusively contradicted the Respondent’s repeated assertions before this Authority that efforts were being made to resume work or that the delay was temporary in nature.

28. ESCI further assessed that, assuming uninterrupted availability of funds and effective project management, the minimum time required for completion of the remaining works would be approximately 12 months.

29. The Authority further notes with concern that the financial aspects reflected in the report revealed serious inconsistencies. While the Respondent claimed to have incurred substantial expenditure, the physical progress achieved did not commensurate with the amounts reportedly spent. The report indicates that as against the estimated cost parameters, the expenditure shown up to April 2022 appeared disproportionate to the stage of construction achieved.

30. These findings raised grave concerns regarding the manner of utilization of funds collected from allottees, absence of financial discipline in project execution, and the Respondent’s ability to marshal resources for completion of the balance work.

31. Despite being afforded opportunity, the Respondent failed to place on record any credible technical rebuttal, alternate expert report, or material evidence to discredit or contradict the findings of ESCI. The silence of the Respondent in this regard further reinforced the reliability of the independent assessment.

G. Assessment of promoter's conduct and credibility

32. Having carefully considered the pleadings, oral submissions, and documentary material placed on record, and in particular the Independent Technical Assessment conducted by M/s Engineering Staff College of India (ESCI), this Authority found it necessary to undertake a deeper and holistic evaluation of the conduct, credibility, and regulatory reliability of the Respondent–Promoter, as such assessment lies at the very core of any decision contemplated under Sections 7 and 8 of the Real Estate (Regulation and Development) Act, 2016.

33. At the outset, this Authority records that the issue before it was not confined merely to delay in execution of the Project “Jaya Platinum”. Rather, the enquiry necessarily extended to determining whether the Respondent–Promoter could, both in law and in fact, be entrusted with the continued development of the project, or whether regulatory intervention had become inevitable to safeguard the collective interest of the allottees.

34. Despite repeated and categorical directions issued by this Authority, the Respondent failed to place on record any credible financial closure plan, any bank loan sanction or funding arrangement, any binding and subsisting agreement with a contractor for completion of the remaining works, or any realistic, time-bound roadmap supported by verifiable financial inflows demonstrating the feasibility of project completion.

35. On the contrary, the Respondent's replies were marked by shifting explanations at times attributing delay to contractor-related issues, and at other times citing financial constraints without substantiating such claims through any documentary or objective material. Such inconsistent and evasive conduct steadily eroded the confidence of this Authority in the Respondent's bona fides.

36. More significantly, this Authority cannot lose sight of the pattern of conduct exhibited by the Respondent across multiple projects. It is a matter of record that M/s Jayathri Infrastructures India Pvt. Ltd. is the promoter of several projects, including Jaya Platinum, Jaya Diamond, Jaya Gold, Jaya Hilton, Western Galaxy, Western Weaves, and Lexico Kondapur, all of which have been the subject matter of numerous complaints before this Authority.

37. The Authority takes cognizance of the fact that more than 200 complaints have been instituted against the Respondent in relation to its various projects, alleging repeated and systemic

violations of the provisions of the RE(R&D) Act, including marketing and sale of units without obtaining registration under Section 3, collection of amounts exceeding the statutory limit without execution of agreements of sale in contravention of Section 13, failure to upload quarterly project updates as mandated under Section 11, advertisement and collection of monies without clear legal title or development rights contrary to Section 12, and failure to discharge statutory obligations owed to allottees.

38. This Authority is conscious that revocation of registration is a serious regulatory measure carrying far-reaching consequences. However, where a promoter demonstrates a consistent pattern of non-compliance, financial indiscipline, and effective abandonment of projects, the Authority is not only empowered but duty-bound to intervene so as to prevent further prejudice to homebuyers.

39. The Respondent was granted repeated indulgences by this Authority, including opportunities to regularize compliance, revive construction, and place on record a viable and credible completion plan. Notwithstanding such latitude, the Respondent remained non-responsive, non-committal, and incapable of restoring regulatory confidence.

40. The Authority further notes that even after issuance of the Show Cause Notice under Section 7 of the RE(R&D) Act, and during the pendency of proceedings, the Respondent failed to demonstrate any meaningful corrective action. The inability to secure funds, as admitted by the Respondent during the hearing dated 08.11.2023, further underscored the Respondent's incapacity to complete the project.

41. When the findings of the said Inspection report are read conjointly with the Respondent's past conduct, regulatory history, and continued defaults, this Authority had no hesitation in concluding that continued retention of project registration with the Respondent would only perpetuate stagnation and deepen the hardship of the allottees.

42. Accordingly, this Authority records a categorical finding that the Respondent lacks the financial capability, technical preparedness, and regulatory credibility required to complete the Project "Jaya Platinum" within any reasonable or legally acceptable timeframe. The prolonged inaction at site, repeated failure to comply with statutory provisions, inability to demonstrated financial capacity, persistent disregard of directions issued by this Authority, and the demonstrable pattern of similar defaults across multiple projects left this Authority with no viable alternative but to conclude that the Respondent had persistently defaulted in discharging obligations under the RE(R&D) Act and had rendered itself unfit to continue as promoter of the project.

43. This assessment of the Respondent's conduct and credibility therefore constituted the foundation and legal justification for initiation of action under Section 7 of the Real Estate (Regulation and Development) Act, 2016, and for subsequent consideration of invoking Section 8 of the RE(R&D) Act in the paramount interest of the allottees.

H. Initiation of revocation proceedings under section 7:

44. Upon completion of the assessment of the Respondent–Promoter's conduct, credibility, and regulatory compliance, and after taking into consideration the findings of the Independent Technical Assessment conducted by M/s Engineering Staff College of India (ESCI), this Authority was satisfied that a prima facie case had been made out warranting initiation of proceedings under Section 7 of the Real Estate (Regulation and Development) Act, 2016.

45. In the present case, this Authority found that the Respondent–Promoter had, prima facie, defaulted in complying with statutory obligations under the RE(R&D) Act, particularly those arising under Sections 3, 4, 11, 12, 13 and 18 thereof, and had failed to adhere to the timelines and conditions disclosed at the time of registration of the project.

46. The Authority further found that the prolonged and unexplained cessation of construction activity since June 2022, the absence of any credible financial closure plan, and the inability to demonstrate preparedness for completion of the project constituted continuing defaults, directly attracting the mischief contemplated under Section 7(1)(a) & (c) of the RE(R&D) Act.

47. Having arrived at such prima facie satisfaction, this Authority, in compliance with the principles of natural justice, issued a Show Cause Notice dated 11.01.2024 to the Respondent under Sections 7(1) and 7(2) of the RE(R&D) Act, calling upon the Respondent to explain as to why the registration of the Project “Jaya Platinum” should not be revoked.

48. The Respondent submitted a reply to the said Show Cause Notice. However, upon careful scrutiny, this Authority found that the reply failed to address the core statutory defaults identified by the Authority. The explanations tendered were largely reiterative of earlier submissions, unsupported by documentary evidence, and did not disclose any concrete or verifiable steps taken towards revival or completion of the project. The Respondent did not place on record any credible material demonstrating financial closure, execution of binding contracts for completion, or resumption of construction activity at site. The failure to utilise the opportunity afforded by the Show Cause Notice further reinforced the Authority's prima facie view regarding the Respondent's incapacity to complete the project.

49. The Authority is conscious that Section 7(3) of the RE(R&D) Act empowers the Authority, in appropriate cases, to permit the registration to remain in force subject to such terms

and conditions as may be deemed fit. This option was duly considered. However, in view of the continued non-performance, absence of financial capacity, prolonged site inaction, and persistent non-compliance with regulatory directions, this Authority found that continuation of registration, even subject to conditions, would be illusory and would neither secure completion of the project nor protect the interests of the allottees.

50. Accordingly, this Authority arrived at a reasoned conclusion that the statutory grounds enumerated under Section 7 of the RE(R&D) Act stood fully satisfied and that revocation of registration was both justified and necessary to prevent further prejudice to the allottees.

51. In exercise of powers conferred under Section 7 of the Real Estate (Regulation and Development) Act, 2016, this Authority, by order dated 24.04.2024 of CC. No. 1269 of 2023 & Ors., placed the Project 'Jaya Platinum', bearing Registration No. P02200003688, in abeyance and declared *M/s Jayathri Infrastructure India Pvt. Ltd. as defaulter* under section 7 of the RE(R&D) Act. Thereafter, upon due consideration, this Authority, by order dated 30.04.2024, formally revoked the project registration granted in favour of the Respondent–Promoter, as evidenced by the Revocation Certificate dated 30.04.2024.

52. Simultaneously, this Authority proceeded to examine the appropriate course of action for completion of the project under Section 8 of the RE(R&D) Act, in consultation with the Government of Telangana, so as to ensure that the allottees were not left remediless.

1. Invocation of section 8 and transfer of completion rights:

53. Having lawfully revoked the registration of the Project "Jaya Platinum" under Section 7 of the Real Estate (Regulation and Development) Act, 2016, this Authority was next required to determine the appropriate course of action to ensure completion of the remaining development works and to safeguard the interests of the allottees, who had already invested substantial life savings in the project.

54. The Authority notes that Section 8 of the RE(R&D) Act is a beneficial and remedial provision, designed to address precisely such situations where a project is rendered incapable of completion by the original promoter due to default, abandonment, or incapacity. The legislative intent underlying Section 8 is to ensure that revocation of registration does not leave the allottees remediless or expose them to prolonged uncertainty.

55. Section 8 empowers the Authority, upon revocation of registration, and in consultation with the appropriate Government, to take such measures as it deems fit for carrying out the remaining development works, including permitting the Association of Allottees to complete the project.

56. In the present case, the Authority was conscious that revocation under Section 7, though necessary, could not by itself resolve the hardship faced by the allottees unless accompanied by a clear, workable, and legally sustainable mechanism for completion of the project.

57. For the reasons already recorded in detail in the preceding sections of this Order and in the interim order dated 02.12.2024 in CC.no. 1269 of 2023 & Ors., passed in the present proceedings, namely, prolonged cessation of construction, absence of financial capacity, failure to submit any credible completion plan, inability to rebut the independent technical assessment, and a consistent pattern of defaults across multiple projects, this Authority was unequivocally satisfied that no useful purpose would be served by permitting the Respondent to retain or regain control over the project.

58. The Authority further records that during the proceedings, the Respondent himself admitted inability to secure funds for completion of the project. Such admission, when read in conjunction with the ESCI inspection findings and the Respondent's regulatory history, left this Authority with no reasonable basis to repose further confidence in the Respondent's capability to complete the project.

59. At the same time, this Authority took note of the fact that a substantial majority of the allottees had already obtained registered sale deeds, that the project had achieved partial completion to the extent of approximately 66%, and that the remaining works, though significant, were capable of completion provided effective management, financial discipline, and regulatory oversight were ensured.

60. In this background, the Association of Allottees, namely JP Welfare Association, approached this Authority seeking permission to undertake the remaining development and construction of the project under Section 8 of the RE(R&D) Act. The Association placed on record resolutions, consent letters, and proposals evidencing overwhelming support from the allottees for such course of action.

61. This Authority notes that more than 90% of the allottees expressed their unequivocal consent for completion of the project through the Association and demonstrated willingness to contribute the necessary funds for such completion. The Association also undertook to follow a transparent tendering process, maintain strict financial discipline, and operate under continuous regulatory supervision.

62. Accordingly, this Authority undertook a detailed evaluation of the feasibility, bona fides, and preparedness of the Association and deemed it appropriate to impose stringent conditions to ensure accountability, transparency, and timely completion.

63. In compliance with the statutory mandate, this Authority consulted the Government of Telangana regarding the proposed course of action under Section 8 through Letter No. 1269/TSRERA/2023 dated 30.04.2024, and the requisite approval was accorded by the Government vide Memo No. 5791/Plg.III/2024 dated 22.11.2024, thereby satisfying the procedural requirement under the RE(R&D) Act.

64. Having regard to the totality of facts and circumstances, this Authority arrived at a reasoned conclusion that transfer of completion rights to the Association of Allottees was the only viable and legally sustainable option to secure completion of the project and to protect the rights and interests of the allottees.

65. Accordingly, in exercise of powers conferred under Section 8 of the Real Estate (Regulation and Development) Act, 2016, and pursuant to consultation with the Government of Telangana, this Authority had invoked Section 8 by interim order 1269 of 2023 & ors dated 02.12.2024, permitting the JP Welfare Association, being the Association of Allottees of the Project “Jaya Platinum”, to take over and complete the remaining development and construction works of the project, subject to strict regulatory conditions.

J. Completion of project and occupancy certificate:

66. The Authority now proceeds to consider the final development arising in the present proceedings, namely the completion of the Project “Jaya Platinum” and the grant of Occupancy Certificate by the competent planning authority.

67. It has been brought on record by the Association of Allottees, and duly verified by this Authority, that pursuant to the invocation of Section 8 of the Real Estate (Regulation and Development) Act, 2016, and in strict compliance with the directions, conditions, and supervisory framework imposed by this Authority, the Association of Allottees, the promoter under section 8 of the RE(R&D) Act has successfully completed the remaining development and construction works of the concerned Project.

68. The Authority notes that the competent authority has issued an Occupancy Certificate dated 05.01.2026, bearing Proceedings No. 010263/HMDA/03012/SWOC/MDL1/2025, in respect of Building Permit No. 043524/MED/R1/U6/HMDA/25022021, certifying that the building constructed under the Project “Jaya Platinum” conforms in all respects to the sanctioned plans, applicable building regulations, municipal laws, and statutory requirements, and declaring the same fit for occupation.

69. With the issuance of the Occupancy Certificate, the allottees of the Project “Jaya Platinum” are now legally entitled to take possession of their respective units. The Authority

records that the primary grievance of the allottees, namely uncertainty regarding completion and possession, now stands redressed.

70. The Authority further clarifies that completion of the Project under Section 8 does not extinguish or dilute the statutory liabilities of the Respondent–Promoter arising prior to revocation. Any obligations relating to execution of conveyance deeds, resolution of title issues, discharge of liabilities, or compliance with orders passed by this Authority shall continue to remain enforceable against the Respondent in accordance with law.

71. Having recorded that the Project “Jaya Platinum” stands fully completed and that a valid Occupancy Certificate has been issued by the competent authority, this Authority now proceeds to address the issue relating to certain units which were mortgaged during the course of development.

72. It is an admitted position on record that out of the total 60 residential units in the Project, 9 units were mortgaged with the competent authority in accordance with the provisions of the Telangana Municipalities Act, 2019. Such mortgaged units are liable to be released upon completion of all infrastructure, amenities, and other development works, as contemplated under Section 178(3) of the said Act. The Authority further notes that, as stipulated under sub-section (8) of Section 172 of the Telangana Municipalities Act, 2019, the said mortgage was intended as a regulatory safeguard to meet the expenses incurred for execution of the remaining development works, by sale of the mortgaged units for an equivalent value. The Authority records that the said mortgage continued to subsist during the period when the Project remained incomplete.

73. Upon issuance of the Occupancy Certificate, the statutory purpose for which such units were mortgaged stands fulfilled, and consequently, the said mortgaged units are liable to be released by the competent authority in accordance with applicable law and procedure.

74. At this stage, it is necessary to reiterate that invocation of Section 8 does not absolve the promoter of statutory obligations arising under the Real Estate (Regulation and Development) Act, 2016. Section 11(4) of the RE(R&D) Act expressly mandates that the promoter shall be responsible for all obligations, responsibilities, and functions under the said Act until conveyance of the apartment is executed in favour of the allottee.

75. Further, Section 17 of the RE(R&D) Act casts a mandatory obligation upon the promoter to execute a registered conveyance deed in favour of the allottee, along with the undivided proportionate title in the common areas, and to hand over possession of the apartment and relevant title documents within the period stipulated under the sanctioned plans and applicable laws.

76. In the present case, it is borne out from the record that the Respondent–Promoter had already entered into Memorandams of Understanding with identified allottees in respect of the mortgaged units prior to revocation of registration and invocation of Section 8 of RE(R&D) Act.

77. Completion of the Project by the Association of Allottees under Section 8 does not extinguish or dilute the Respondent–Promoter’s obligation to honour such commitments or to complete the statutory process of conveyance in favour of the respective allottees under section 11(4)(f) & section 17 (1) of RE(R&D) Act.

78. Accordingly, upon release of the mortgaged units by the competent authority, the Respondent–Promoter shall be under a mandatory obligation to execute and register conveyance deeds in favour of the respective allottees in whose favour rights were created through Memorandum of Understanding.

79. The Authority notes that the following allottees are entitled to registration of conveyance deeds in respect of the mortgaged units:

S.no	Flat no.s	Name of Allottees
1.	104	Suresh Kumar Bhaskaruni
2.	105	Nandipati Sandhya
3.	106	Gangam Srinivas Reddy
4.	107	Pavan Kumar Gonuguntla
5.	108	Gokarla Naga Anvesh
6.	109	Raghoba Rao Nambigari Vithal
7.	205	Ramesh Gurram
8.	206	Bandi Nageshwara Rao
9.	207	Naryana Murthy Kondreddy

80. The Respondent–Promoter is hereby directed to execute and register the conveyance deeds in favour of the above allottees within a period of 30 (thirty) days from the date of release of the mortgaged units by the competent authority any non-compliance or delay or refusal on the part of the Respondent–Promoter shall attract action under Sections 63 and other enabling provisions of the Real Estate (Regulation and Development) Act, 2016, without further notice.

81. The Association of Allottees shall not be saddled with any liability, financial or otherwise, arising out of the mortgage or title obligations pertaining to the said units. All such liabilities shall continue to remain exclusively with the Respondent–Promoter.

82. This Authority further clarifies that the execution of conveyance deeds in respect of the mortgaged units is a statutory obligation independent of the completion of construction, and the Respondent–Promoter shall not raise any plea relating to revocation, invocation of Section 8 as a defence to avoid compliance.

83. This direction is issued in exercise of the regulatory powers of this Authority to ensure that lawful title is conveyed to rightful allottees and that the completion of the Project culminates in full legal closure.

84. Before parting with this Order, this Authority deems it appropriate to place on record a formal acknowledgment of the manner in which the Association of Allottees of the Project “Jaya Platinum” has conducted itself subsequent to the invocation of Section 8 of the Real Estate (Regulation and Development) Act, 2016. The Association, acting collectively and under continuous regulatory supervision, has demonstrated adherence to statutory discipline, financial transparency, and cooperative governance in completing a project that had remained stalled for a prolonged period. The completion of the Project and grant of Occupancy Certificate reflect not only the effectiveness of the statutory framework under there(R&D) Act but also the constructive role that an Association of Allottees can play when regulatory intervention is complemented by collective responsibility.

K. Final Directions of the Authority:

85. In view of the findings recorded hereinabove, and having regard to the completion of the Project pursuant to the invocation of Sections 7 and 8 of the Real Estate (Regulation and Development) Act, 2016, this Authority issues the following final directions:

- a) The Project “Jaya Platinum”, bearing Registration No. P02200003688, is hereby declared to have been lawfully completed, in view of the Occupancy Certificate dated 05.01.2026 issued by the competent authority. Consequently, the regulatory intervention initiated by this Authority under Sections 7 and 8 of the RE(R&D) Act stands successfully concluded, subject to compliance with the directions issued herein.
- b) Upon release of the mortgaged units by the competent authority, the Respondent–Promoter, M/s Jayathri Infrastructure India Pvt. Ltd., is hereby directed to execute and register conveyance deeds in favour of the respective allottees in respect of the mortgaged units, within a period of thirty (30) days from the date of such release. Any failure, delay, or non-compliance with the above direction shall render the Respondent–Promoter liable for action under the applicable provisions of the RE(R&D) Act, including Sections 63 of RE(R&D) Act, without further reference to this Authority.

86. 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