

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

Complaint No. 49 of 2025

31st January 2026

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

1. Dr. Ganta Sudhakar Reddy

*(S/o. G. Rama Krishna Reddy,
Aged about 66 years R/o. 3-8-187,
Road No. 4, Chandrapuri Colony,
L.B. Nagar, Hyderabad - 500074)*

2. Smt. Aruna Palgani

*(W/o. Ganta Sudhakar Reddy
Aged about 63 years
R/o. 3-8-187, Road No. 4,
Chandrapuri Colony,
L.B. Nagar, Hyderabad - 500074)*

... Complainants

Versus

M/s. Maruti Rich Ventures Pvt. Ltd.

(Represented by its Directors

- i. Mr.Pramod Ramrakhyani,
- ii. Pradeep Ramrakhyani
- iii. Pavan Ramrakhyani,

*Having its registered office, Flat No. 304,
3rd Floor, Navketan Complex,
S.D Road, Secunderabad – 500003)*

... Respondent

The present matter, filed by the Complainants, were taken up for final hearing before this Authority, wherein both the parties appeared in person. Upon perusal of the material on record and after hearing the arguments advanced by both parties, and having reserved the matter for consideration till this day, the following order is passed:

ORDER

2. The present Complaint has been filed by the Complainant no.1 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 “TG RE (R&D) Rules”) seeking appropriate relief(s) against the Respondent.

A. Brief facts of the case:

3. The Complainant no.1 stated that he and his wife entered into a Memorandum of Understanding (MoU-1) with P CUBE Associates, a registered partnership firm represented by all directors of the Respondent, on August 29, 2020. As per the terms of the agreement, the directors of the Respondent assured them of the registration of Flat No. 705, situated on the Seventh Floor, Northern Block, admeasuring 4,309 square feet, along with 3 car parking spaces (each measuring 100 square feet, totalling 300 square feet), in the project “THE LAKE TOWERS” located in Sy. Nos. 31 to 41, Madhapur Village, Serilingampally Mandal, GHMC Serilingampalli Circle, Ranga Reddy District.

4. The Complainant no.1 submits that on December 23, 2021, the flat was registered in the names of the Complainant no.1 and his wife, bearing Flat No. 705, situated on the Seventh Floor, Northern Block, admeasuring 4,309 square feet, along with 3 car parking spaces (each measuring 100 square feet, totalling 300 square feet), in the project “THE LAKE TOWERS” located in Sy. Nos. 31 to 41, Madhapur Village, Serilingampally Mandal, GHMC Serilingampalli Circle, Ranga Reddy District by the Respondent, M/s. Maruti Rich Ventures Pvt. Ltd. The registration was completed after the payment of ₹1,40,00,000/- (Rupees One Crore Forty Lakhs Only), which was fully paid prior to the registration, including parking and amenities charges.

5. The Complainant no.1 further submits that on December 23, 2021, he and his wife entered into a second Memorandum of Understanding (MoU-2) with M/s Maruti Rich Ventures Pvt. Ltd., represented by Respondent. This MoU was a continuation of MoU-1 and contained the relevant covenants for the registered flat in their names.

6. The Complainant no.1 stated that as per the terms of MoU-2, the Respondent committed to delivering possession of the flat by May 31, 2022, and in case of delay beyond the committed date, the Respondent agreed to pay compensation of ₹75,000/- per month, payable at the end of each month starting from June 2022. The Complainant no.1 submits that despite repeated reminders and follow-ups regarding the compensation for the delayed delivery of the project, there is still no clarity regarding its completion status.

B. Relief(s) Sought:

7. In light of the aforementioned facts and circumstances, the Complainant no.1 humbly prays for the following reliefs:

- a. To direct the Respondent, as per the Sale Deed and Memorandum of Understanding, the Respondent is obligated to pay Rs.75,000/- per month starting from June 2022 if they failed to deliver the flat by May 31, 2022. As of November 30, 2024, the total amount due is Rs. 22, 50,000/-, which must be paid immediately.
- b. To direct the Respondent to deliver and hand over possession of the flat to the Complainant no.1s at the earliest, without any further delay.

C. Reply to Show Cause Notice:

8. The Respondent submits that the Show Cause Notice dated 25.04.2025 issued under Sections 3(1) and 4(1) of the Real Estate (Regulation and Development) Act, 2016 (“RERA”), alleging non-registration of the project “The Lake Towers,” is misconceived and unsustainable. The Respondent respectfully submits that the Project commenced pursuant to Building Permission dated 01.07.2015, much prior to 01.01.2017, and as per the Pre-Amendment Rule 2(1)(j) of the Telangana State Real Estate (Regulation and Development) Rules, 2017, projects with such permissions were excluded from the definition of “ongoing project.” Hence, the Project was not required to be registered under RE(R&D) Act, 2016 during the said period.

9. The Respondent further submits that the major portion of the construction was already completed, and sale deeds in respect of sixty-one (61) flats were executed and registered, with possession handed over to the respective purchasers between 2016 till mid-August 2024. Therefore, the Project was substantially completed and was not covered under RERA prior to the amendment to the Telangana Rules. The allegation of non-registration prior to such amendment is thus without merit or legal basis.

10. The Respondent submits that subsequent to the amendment vide G.O.Ms. No. 60 dated 04.03.2025, the definition of “ongoing project” has been substituted to include all projects for which the Occupancy Certificate or Completion Certificate has not been issued. In view of the said amendment, the Respondent acknowledges that the Project now falls within the purview of TG RERA and, as per Section 3(1) of the RE(R&D) Act, the promoter has a period of three months (i.e., up to 04.06.2025) to complete the registration of the Project with the TG-RERA Authority.

11. The Respondent finally submits that there has been no deliberate attempt to evade compliance with the provisions of the RE(R&D) Act, 2016. The Respondent is in the process of completing all necessary formalities to ensure registration within the stipulated period. In light of the above facts and legal position, the Respondent prays that the Show Cause Notice be dropped and requests an opportunity for a personal hearing to present further clarifications and supporting documents before the Hon'ble Authority.

D. Counter on behalf of the Respondent:

12. The Respondent respectfully submits that the Complainants have sought two reliefs, payment of ₹75,000/- per month from June 2022 till delivery of the flat, and delivery of possession of Flat No. 705 in the project "The Lake Towers." It is further submitted that the Complainants have not paid any consideration to the Respondent towards the purchase of Flat No. 705 in the said project; hence, the Complaint is not maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016.

13. The first relief sought by the Complainant is beyond the scope and jurisdiction of this Authority under the Real Estate (Regulation and Development) Act, 2016. It was contended that the claim of ₹75,000/- per month, as referred to in Clause 3 of the Memorandum of Understanding dated 23.12.2021, pertains solely to monthly rental value. The enforcement of such contractual terms falls outside the ambit of RERA, which is limited to regulating the obligations and duties of the promoter under the Act. Therefore, any such claim, if maintainable, lies within the jurisdiction of the competent Civil Court and not before this Authority.

14. The second relief sought by the Complainant is untenable, as the Sale Deed dated 23.12.2021 clearly records that possession of the Schedule Property had already been delivered to Complainant No.1. Therefore, the prayer seeking possession is devoid of merit and liable to be rejected.

15. The Respondent further stated that the Sale Deed shows that Mr. Ashish Kapoor was the Vendor. However, he has not been impleaded as a Respondent. As possession was already delivered under the Sale Deed, and since reliefs relate to possession, non-joinder of the Vendor vitiated by non-joinder of a necessary party and requires to be dismissed *in limine*.

16. Moreover, all averments in the Complaint are denied unless specifically admitted. The project "Lake Towers" is partly complete and falls under the definition of "Ongoing Project"

per Circular No. 607/2025/TGRERA dated 04.03.2025. The Respondent has applied for registration under RERA on 05.06.2025, which is pending, and steps are being taken to obtain the Occupancy Certificate.

E. Rejoinder on behalf of the Complainant No.1:

17. The Complainant no.1s deny all allegations and averments made by the Respondent, asserting that the same are false, baseless, and devoid of merit. Adverting to Para 1 of the Counter, this is formal in nature and pertains only to authorization and knowledge of facts. The Complainant no.1s submit that no reply is necessary.

18. The Complainant No.1 submits that the Respondent, in the Counter, has merely reiterated the reliefs claimed therein; hence, no specific reply is warranted in that regard. Moreover, the allegation that no consideration was paid is false and untenable. As per the Memorandum of Understanding dated 29.08.2020, the Respondent accepted an amount of ₹1,41,80,000/- from the Complainant No.1 towards part sale consideration of Flat No. 705 in “The Lake Towers.” This amount had initially been paid towards the purchase of two shops at S.D. Road, Secunderabad, and upon the Respondent’ failure to fulfil the said transaction, the matter was amicably settled by allotting Flat No. 705 to the Complainant No.1. In pursuance of this settlement, the Complainant No.1 withdrew Criminal Case No. 229/2019 pending before the Hon’ble High Court of Telangana. Furthermore, the balance consideration was paid to the financier, Mr. Ashish Kapoor, who executed and registered the Sale Deed dated 23.12.2021 in favour of the Complainant No.1. The said Sale Deed clearly records the Respondent’ obligation to complete the construction of the flat.

19. Accordingly, the Complainant no.1 stated that the plea raised by the Respondent, alleging that the reliefs sought are beyond the scope of RE (R&D) Act, is misconceived and untenable. Under the provisions of the Real Estate (Regulation and Development) Act, 2016, any project exceeding 500 square metres in area or comprising more than eight apartments, and which had not obtained a Completion Certificate prior to 01.05.2017, squarely falls within the ambit of RERA. Sections 18 and 19 of the RE (R&D) Act cast a statutory obligation upon the promoter to complete and deliver the project within the agreed timelines, failing which the promoter becomes liable to pay interest and compensation to the allottee. Furthermore, Section 34(g) empowers this Authority to ensure due compliance with the provisions of the Act. Therefore, the reliefs sought by the Complainant No.1 are well within the jurisdiction and competence of this Authority.

20. The Complainant stated that the Respondent's contention that possession has already been delivered is misleading and incorrect. The Sale Deed dated 23.12.2021 itself records that the Respondent, being the Developer, has continuing obligations to complete the construction of Flat No. 705. While the undivided share of land was conveyed to the Complainant, the construction of the flat remains incomplete. Therefore, the Respondent is bound to complete the construction and deliver possession of the flat in accordance with the agreed specifications.

21. The Complainant no.1 submitted that the objection raised by the Respondent regarding the non-joinder of Mr. Ashish Kapoor is untenable. The Agreement of Sale and all subsequent obligations arise solely between the Complainants and the Respondent, who is the Developer. Mr. Kapoor was only a financier and has no role in the performance of the contractual obligations. Hence, his inclusion is unnecessary for the adjudication of the present Complaint, and the Respondent Company, represented by its director, is the proper and necessary party.

22. The Complainant stated that the contention of the Respondent that the project "The Lake Towers" falls outside the ambit of RERA is unsustainable. The said project clearly comes within the purview of the Real Estate (Regulation and Development) Act, 2016, as the Completion Certificate had not been obtained prior to 01.05.2017. Accordingly, all provisions of the Act apply to the project, and the Respondent remains fully liable for compliance, delivery, and compensation as mandated under law.

23. The Complainant no.1 submitted that, in view of the foregoing facts and submissions, the Counter filed by the Respondent is devoid of merit and lacks bona fides. The Complainant therefore prays that the reliefs sought in the Complaint be granted in full in the interest of justice and equity.

F. Points for Consideration:

24. After deliberating upon the contentions of the parties and the documents filed by them, the following issues sprout for consideration:

- I. Whether the present complaint is maintainable under RE(R&D) Act,2016 before this Hon'ble Authority? If yes to what extent.
- II. Whether the Complainants are entitled to the relief(s) as prayed for? If yes, to what extent?

III. Whether the Respondent has violated Section 3 and 4 of the RE (R&D) Act, 2016 and the rules and regulations made thereunder?

G. Observations of Authority:

Point I

25. This Authority has carefully examined the preliminary objections raised by the Respondent regarding the maintainability of the present Complaint under the provisions of the Real Estate (Regulation and Development) Act, 2016. The Respondent has primarily contended that the Complaint is liable to be dismissed on two grounds, namely:

- i. that no sale consideration was paid by the Complainants to the Respondent towards the subject flat, and therefore the Complainants do not qualify as “allottees” under the RE(R&D) Act; and
- ii. that the Sale Deed dated 23.12.2021 was executed by one Mr. Ashish Kapoor, who has not been impleaded as a party to the present proceedings, rendering the Complaint defective for non-joinder of a necessary party.

26. Per contra, the Complainants submit that they had originally entered into an Agreement of Sale with the Respondent for purchase of two commercial shops bearing Nos. SF-45 and SF-46 in the project “Alliance Bay” at Secunderabad, towards which the Respondent admittedly received a sum of ₹1,41,80,000/-. As the Respondent failed to honour the said transaction, criminal proceedings were initiated, which were subsequently settled amicably. In pursuance of such settlement, the parties executed a Memorandum of Understanding dated 29.08.2020, whereby the Respondent agreed to adjust and allot Flat No. 705 in the project “Lake Towers” to the Complainants, the said flat standing in the name of Mr. Ashish Kapoor. It is submitted that the flat was thereafter registered in favour of the Complainants vide Sale Deed No. 22213/2021 dated 23.12.2021, followed by execution of a consequential Memorandum of Understanding on the same day, wherein the Respondent undertook to complete the construction and hand over possession of the flat within the stipulated time.

27. Upon perusal of the material placed on record, it is evident that under the Memorandum of Understanding dated 29.08.2020, M/s P Cube Associates, represented by the Respondent in their capacity as Managing Partners and developers, agreed to sell the subject flat to the Complainants in substitution of the earlier commercial units. The total sale consideration was agreed at ₹2,90,85,750/-, out of which the sum of ₹1,41,80,000/- already paid by the

Complainants in respect of the earlier transaction was expressly adjusted towards the consideration of the flat. The balance consideration was agreed to be paid to Mr. Ashish Kapoor, in whose name the flat stood registered earlier, and upon receipt thereof, the Sale Deed was executed in favour of the Complainants.

28. The Sale Deed dated 23.12.2021 clearly records that the Respondent, being the developer of the project, continued to bear the obligation of completing the construction of the flat and providing the agreed amenities, including the third car parking. The contention of the Respondent that no consideration was paid by the Complainants is, therefore, factually incorrect and untenable. Having admitted the allotment of the unit, participated in the execution of the Sale Deed, and undertaken post-registration obligations under the Memorandum of Understanding dated 23.12.2021, the Respondent cannot now be permitted to contend that the Complaint is not maintainable on the ground of absence of consideration.

29. As regards the objection relating to non-joinder of Mr. Ashish Kapoor, this Authority finds that the role of Mr. Ashish Kapoor was limited to that of a financier/vendor for the purpose of registration of the flat. The Sale Deed itself records that all obligations relating to completion of construction, delivery of possession, and provision of amenities rest solely upon the Respondent as the promoter and developer. The consequential Memorandum of Understanding dated 23.12.2021 was executed exclusively between the Complainants and the Respondent, wherein the Respondent unequivocally undertook to complete the flat and hand over possession in a habitable condition.

30. Once the flat stood registered in favour of the Complainants, and the continuing obligations of construction and delivery were assumed by the Respondent, Mr. Ashish Kapoor ceased to have any role in the performance of the obligations forming the subject matter of the present Complaint. In such circumstances, this Authority is of the considered view that Mr. Ashish Kapoor is neither a necessary nor a proper party for the adjudication of the present dispute, and the objection of non-joinder raised by the Respondent is devoid of merit.

31. In view of the foregoing discussion, this Authority holds that the present Complaint is maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016. The preliminary objections raised by the Respondent with respect to maintainability and non-joinder of necessary party are accordingly rejected.

Point II

32. Upon careful consideration of the pleadings, documents placed on record, and the Memorandum of Understanding and Sale Deed executed between the parties, this Authority finds that the Respondent, having represented itself as the promoter and developer of the project “Lake Towers,” had undertaken both contractual as well as statutory obligations to complete the construction and deliver lawful possession of Flat No. 705 to the Complainants within the stipulated timeframe. The material on record unequivocally establishes that, notwithstanding the execution of the registered Sale Deed dated 23.12.2021, the subject flat remained incomplete and that possession, as contemplated under Section 19(3) of the Real Estate (Regulation and Development) Act, 2016, was not delivered to the Complainants.

33. The Respondent has not disputed that construction activity in respect of the subject flat and the project was ongoing. The Respondent, however, seeks to rely solely upon a recital in the Sale Deed to contend that possession stood delivered. This contention is untenable. A conjoint reading of the Sale Deed dated 23.12.2021 and the Memorandum of Understanding executed on the same day clearly records that the construction of the flat as well as the remaining works of the project were incomplete and that the Respondent expressly undertook to complete the construction within the agreed timelines. Once the Respondent has acknowledged subsisting construction obligations under the Memorandum of Understanding, it cannot be permitted to contend that possession stood lawfully delivered merely by execution of the Sale Deed.

34. This Authority reiterates that delivery of possession under the Real Estate (Regulation and Development) Act, 2016 does not mean symbolic or paper possession. Possession can be said to be lawfully delivered only when the unit is completed in all respects, strictly in accordance with the sanctioned plans, agreed specifications, and contractual assurances, and is fit for occupation. Until such completion, the allottee cannot be deemed to have received possession within the meaning of the RE(R&D) Act.

35. In view of the foregoing, this Authority holds that the Respondent remains under a continuing obligation to complete all pending and remaining construction works pertaining to Flat No. 705 and the project, and to hand over physical possession of the said flat to the Complainants in a complete and habitable condition, strictly in accordance with the Sale Deed and the Memorandum of Understanding dated 23.12.2021.

36. With regard to the claim for payment of monthly rent of ₹75,000/- per month towards compensation for delay in handing over possession, as stipulated under the Memorandum of Understanding dated 23.12.2021, this Authority observes that such claim falls within the ambit of compensation under Section 71 of the Real Estate (Regulation and Development) Act, 2016. The power to adjudicate and quantify compensation vests exclusively with the Adjudicating Officer. Accordingly, this Authority refrains from expressing any opinion on the merits of the said claim. The Complainants are at liberty to pursue the said relief, if so advised, by filing an appropriate application before the Adjudicating Officer.

Point III

37. This Authority now proceeds to examine the contention relating to the alleged violation of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016 by the Respondent. The core issue that arises for consideration is whether the subject project, admittedly lacking an Occupancy Certificate or Completion Certificate, was mandatorily required to be registered under the Act, and whether the Respondent has failed to comply with such statutory obligation.

38. To appreciate the controversy, it is necessary to advert to the plain language of Section 3(1) of the Real Estate (Regulation and Development) Act, 2016, which reads as under:

3 (1)- 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:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.

39. A plain and harmonious reading of the above provision makes it abundantly clear that any real estate project which was ongoing as on the date of commencement of the Act, and for which no Completion Certificate or Occupancy Certificate had been issued, is mandatorily required to be registered with the Real Estate Regulatory Authority. The statutory obligation under Section 3 is absolute in nature and admits of no discretion on the part of the promoter.

40. This Authority notes that Rule 2(1)(j) of the Telangana Real Estate (Regulation and Development) Rules, 2017, as originally notified vide G.O.Ms. No. 202 dated 31.07.2017, defined “ongoing project” in a manner that excluded projects which had obtained building permission prior to 01.01.2017. However, this Authority has consistently held that such exclusion, being part of subordinate legislation, cannot override or dilute the substantive mandate of Section 3 of the parent Act. It is a settled principle of law that rules framed under a statute must yield to the provisions of the statute itself and cannot travel beyond or be inconsistent with the legislative intent.

41. This interpretation also finds authoritative support from the judgment of the *Hon’ble Supreme Court in Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh (supra)*, wherein it has been categorically held that the Real Estate (Regulation and Development) Act, 2016 has retroactive application and applies to all projects which were ongoing as on the date of commencement of the RE(R&D) Act and which had not received a Completion Certificate.

42. This Authority further takes judicial notice of G.O.Ms. No. 60 dated 04.03.2025 issued by the Government of Telangana, whereby Rule 2(1)(j) of the Telangana Rules was amended to bring it in consonance with the parent enactment. Post amendment, the expression “ongoing project” has been defined as follows: *Further, Rule 2(1)(j) of TG RE(R&D) Rules 2017 reads as follows:*

“Ongoing Project” means a Project where development is going on and for which Occupancy Certificate or Completion Certificate from the Competent Authority has not been issued as on the date of coming into force as per subsection (1) of section 3 of the Real Estate (Regulation & Development) Act, 2016.

43. In the light of the statutory provisions, authoritative judicial pronouncements, and the subsequent amendment to the Rules, it is no longer open to the Respondent to contend that the project stood exempted from registration merely on the ground that the building permission

was granted prior to 01.01.2017. Admittedly, the subject project has not obtained an Occupancy Certificate or Completion Certificate and therefore squarely falls within the ambit of an “ongoing project” under Section 3 of the RE (R&D) Act, 2016.

44. It is observed that this Authority had issued Show Cause Notice No. D6/6057/2024/TG RERA dated 25.04.2025 calling upon the Respondent to explain as to why action should not be initiated under Sections 59 and 60 of the Act for failure to register the project. In response, the Respondent reiterated its stand based on the pre-amended Rules and further stated that construction was substantially completed and that Sale Deeds in respect of several units had been executed.

45. Upon scrutiny of the records, it is seen that the Respondent filed an application for registration under Section 4 of the RE(R&D) Act on 05.06.2025, i.e., only after issuance of the Show Cause Notice. A detailed examination of the said application reveals that the Respondent failed to submit several mandatory documents as prescribed under Section 4 of the RE(R&D) Act and the Rules framed thereunder. Despite being informed of the deficiencies and afforded sufficient opportunity to rectify the same, the Respondent has failed to comply for a considerable period thereafter.

46. Such continued non-compliance, even after issuance of statutory notice and opportunity, demonstrates wilful disregard of the mandatory obligations imposed under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016.

47. In view of the foregoing discussion, this Authority holds that the subject project is an “ongoing project” within the meaning of Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 2(1)(j) of the Telangana Real Estate (Regulation and Development) Rules, 2017, as amended, and that the Respondent has failed to comply with the mandatory requirement of registration. The Respondent is therefore in violation of Sections 3 and 4 of the RE(R&D) Act.

48. The Respondent is hereby directed to cure and comply with all the deficiencies and shortfalls communicated by this Authority within a period of ten (10) days from the date of this Order. In the event of failure to comply with the aforesaid direction within the stipulated period, this Authority shall be constrained to initiate appropriate proceedings against the Respondent in accordance with Sections 59, 60 and 63 of the Real Estate (Regulation and Development) Act, 2016.

H. Directions of the Authority:

49. In light of the foregoing discussion, findings, and conclusions recorded hereinabove, and in exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are hereby issued to the Respondent:

- i. The Respondent is hereby directed to immediately initiate and complete all formalities necessary for obtaining registration of the project “The Lake Towers” under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016. Until such registration is duly granted by this Authority, the Respondent shall not advertise, market, book, sell, offer for sale, or invite persons to purchase any plot, apartment, or unit in the project or any part thereof, in strict compliance with the statutory mandate.
- ii. The Respondent is hereby directed to forthwith comply with all the deficiencies and shortfalls communicated by this Authority in relation to the Respondent’s application for TG RERA registration and to submit all requisite documents, information, and clarifications within a period of fifteen (15) days from the date of this Order. Failure to comply with the aforesaid directions within the stipulated period shall constrain this Authority to initiate appropriate proceedings in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, for non-compliance with statutory and regulatory directives.
- iii. The Respondent is further directed to complete the construction of Flat No. 705 in the project “The Lake Towers” in accordance with the sanctioned plans and specifications and to handover physical possession of the same to the Complainants within 90 (ninety) days from the date of this order, in terms of registered Sale deed and the consequential MoU-II dated 23.12.2021. All promised amenities and facilities pertaining to the flat and the project shall be provided in full compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016.
- iv. With respect to the claim of compensation of monthly rent of ₹75,000/- as stipulated in the MoU- II dated 23.12.2021, this Authority is of the considered view that such relief falls within jurisdiction of Adjudicating officer under the Real Estate (Regulation and Development) Act, 2016.

50. Failing to comply with the above said directions by the Respondent shall attract penalty in accordance with Section 63 of the RE (R&D) Act, 2016.

51. The Complaint is disposed of in lieu of the above directions. No order as to costs.

Sd/-

**Sri. K. Srinivasa Rao,
Hon'ble Member**

TG RERA

Sd/-

**Sri. Laxmi Naryana Jannu,
Hon'ble Member**

TG RERA

Sd/-

**Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson**

TG RERA

