

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 176 of 2025

Dated: 4th February, 2026

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

Seema Begum,

*R/o: H.No. 8-168/2, Ambedkar Nagar,
Nadergul, Near Delhi Public School,
Balapur Mandal, Ranga Reddy District, Telangana – 501510*

...Complainant

Versus

M/s Aadhya Infra Developers,

*Represented by its Chairman and Managing Director, Chalikanti Aadi Lakshmi,
O/o: H.No. 9-188/122, Laxmi Nagar Colony, Balapur X Road,
Meerpet Village, Balapur Mandal, Ranga Reddy District, Telangana - 500097*

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Authorized Representative of the Complainant Mohammad Tanveer, and Counsels for Respondent J. Vijay Kumar, K. Ravi Kanth, N.S. Chaitanya, R. Venkat Das, P. Srujana, K. Samanth, and upon hearing the submissions of both 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 "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. Brief facts of the case:

3. It is submitted that the Complainant entered into an Agreement of Sale dated 18.12.2023 with Mrs. Aadi Lakshmi for the purchase of a plot bearing Plot No. 16 (north part), admeasuring 120 square yards, situated in Survey Nos. 212/P, 213/P, 214/P and 215/P at Subhanpur Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District. The said plot forms part of a venture known as "Eternal Green Valley," registered vide No. P02400004849.

4. It is submitted that pursuant to the said Agreement of Sale, the Complainant paid a total sum of ₹16,00,000/- (Rupees Sixteen Lakhs Only) to Mrs. Aadi Lakshmi towards full and final consideration for the said plot, which payment stands duly acknowledged by Mrs. Aadi Lakshmi in the Agreement of Sale. As per the terms agreed between the parties, the registration of the subject plot was required to be completed within a period of four (4) months from the date of execution of the Agreement of Sale.

5. It is further submitted that upon expiry of the stipulated period, when the Complainant approached Mrs. Aadi Lakshmi for completion of the registration process, Mrs. Aadi Lakshmi avoided communication and did not take steps to complete the registration. The Complainant states that on certain occasions when contact was established, evasive responses were given, citing delays in developmental works and assuring registration at a later date without specifying any definite timeline.

6. It is submitted that upon personally inspecting the venture, the Complainant came to know that the name of the project had been changed from “Eternal Green Valley” to “RV HIFI City” without any prior intimation or consent. The Complainant alleges that such change amounts to misrepresentation and fraudulent conduct. It is further submitted that when the Complainant attempted to visit the office address mentioned in the project brochure, it was found that no such office existed at the said address.

7. It is further submitted that the Complainant thereafter visited another operational office located at Uppal. Despite multiple visits to the said location, the Complainant was allegedly given repeated assurances and new dates for registration. Subsequently, the said office was also found to be closed, which, according to the Complainant, further demonstrates the mala fide conduct on the part of Mrs. Aadi Lakshmi.

8. It is submitted that from the very inception, Mrs. Aadi Lakshmi acted with fraudulent intent, including by deliberately omitting the venture name in the Agreement of Sale, with an intention to mislead and defraud purchasers. It is contended that such conduct attracts the provisions of the Real Estate (Regulation and Development) Act, 2016.

9. It is further submitted that the Complainant, along with her brother Mr. Mohammad Tanveer, attempted to approach Mrs. Aadi Lakshmi at her residential address mentioned in the Agreement of Sale. However, it is stated that Mrs. Aadi Lakshmi refused to address the Complainant’s concerns and instead contacted the police helpline. Thereafter, Mrs. Aadi Lakshmi allegedly stopped responding to the Complainant’s calls and became untraceable.

10. In view of the aforesaid facts and circumstances, the Complainant has approached this Authority invoking Sections 31 and 35 of the Real Estate (Regulation and Development) Act, 2016, seeking intervention to direct appropriate action against Mrs. Aadi Lakshmi, including completion of registration of the subject plot in terms of the Agreement of Sale, and for grant of suitable reliefs for the alleged mental agony, harassment, and financial loss suffered by the Complainant.

B. Relief(s) Sought:

11. Accordingly, the Complainant sought the following reliefs:

- i. *The full refund of the failed agreement amount, i.e., Rs. 16,00,000/- (Rupees Sixteen Lakhs Only), along with delay compensation of Rs. 4,00,000/- (Rupees Four Lakhs Only) for one year of delay.*
- ii. *Alternatively, the registration of Plot No. 16 north part, admeasuring 120 square yards, situated in Survey Nos. 212/P, 213/P, 214/P, 215/P at Subhanpur Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District, as per the Agreement of Sale, in the name of the Vendee, Mrs. Seema Begam.*

C. Counter on behalf of Respondent:

12. At the outset, it is submitted that all the allegations levelled against the Respondent are false, fabricated and concocted, made only with an intention to file the present complaint and to claim illegal gains. All averments made against the Respondent are denied except those which are specifically admitted. It is submitted that the Complainant has approached this Hon'ble Authority by suppressing material facts and by creating fabricated documents, and therefore the present complaint is frivolous, devoid of merits and liable to be dismissed.

13. With reference to paragraph 4 of the facts of the case, it is categorically denied that the Respondent executed an Agreement of Sale dated 18.12.2023 in favour of the Complainant in respect of Plot No. 16 (North Part), admeasuring 120 square yards, situated in Survey Nos. 212/P, 213/P, 214/P and 215/P at Subhanpur Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District, registered before the Sub-Registrar, Maheshwaram. It is admitted only to the limited extent that the project "Eternal Green Valley" was approved by the Telangana State Real Estate Regulatory Authority bearing Registration No. P02400004849. It is specifically denied that the Complainant paid a total sum of ₹16,00,000/- to the Respondent or that the Respondent agreed to execute a registered sale deed within four months from the

alleged agreement. It is also denied that the Respondent evaded execution of the sale deed after expiry of any stipulated period.

14. It is further denied that the project name was changed from “Eternal Green Valley” to “RV HIFI City” or that the Respondent repeatedly gave false assurances to the Complainant. It is submitted that the Complainant has approached this Hon’ble Authority by suppressing true facts and by fabricating and forging documents.

15. The Respondent submits that M/s. Aadhya Infra Developers is in not related to the project “Eternal Green Valley”. The Managing Director of M/s. Aadhya Infra Developers, i.e., Ms. Chalikanti Aadhilakshmi along with one Boini Mahender Yadav, are the absolute owner and possessor of non-agricultural lands admeasuring Ac. 6.08 guntas in various survey numbers situated at Subhanpur Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District. The said Boini Mahender Yadav executed a registered General Power of Attorney in favour of the Respondent vide Document No. 12141 of 2022 authorising her to develop and sell the plots. Ms. Chalikanti Aadhilakshmi developed the said lands into residential plots after obtaining approvals from the Gram Panchayat and HMDA, including land conversion and layout approvals bearing Application No. 052410/SMD/LT/U6/HMDA/14022022 and L.P. No. 000087/LO/Plg/HMDA/2022 dated 19.05.2022. The project “Eternal Green Valley” was thereafter registered with the Telangana State Real Estate Regulatory Authority bearing Registration No. P02400004849.

16. It is submitted that the Complainant and her brother, Mr. Mohammad Tanveer, came into contact with Ms. Chalikanti Aadhilakshmi through one Asani Srinivas. The Complainant and her brother represented themselves as being engaged in a finance business. In December 2023, Ms. Chalikanti Aadhilakshmi approached them seeking a hand loan of ₹16,00,000/- for business requirements. The Complainant and her brother agreed to lend the amount on the condition that the Respondent provide security by executing a registered sale deed and also demanded goodwill and issuance of blank cheques. Due to urgent business needs, the Respondent agreed to these conditions. Accordingly, the Respondent executed a registered sale deed dated 02.01.2024 vide Document No. 01 of 2024 in favour of Imtiaz Begum, wife of Mr. Mohammad Tanveer, in respect of land situated at Kotra Village, Veldanda Mandal, Nagarkurnool District, solely towards security for the loan, and issued a signed blank cheque in favour of Imtiaz Begum and had also given signatures on certain blank papers.

17. It is further submitted that the Respondent and Imtiaz Begum entered into a Memorandum of Understanding dated 30.12.2023, wherein it was agreed that the Respondent would repay a total sum of ₹24,00,000/- including goodwill of ₹8,00,000/- within eight months, and upon repayment, the property would be re-registered in favour of the Respondent. The Respondent submits that she has repaid the entire amount of ₹24,00,000/- through cash and bank transfers to the accounts of the Complainant and Imtiaz Begum, the details of which are also provided.

18. Despite repayment of the entire amount, the Complainant, her brother and his wife failed to cancel the registered sale deed executed as security and instead started demanding further amounts. As a result, the Respondent was constrained to file O.S. No. 169 of 2024 before the Court of the Junior Civil Judge, Kalwakurthy, seeking cancellation of the registered sale deed and permanent injunction, which is pending adjudication. It is submitted that only after initiation of the said civil proceedings, the present complaint has been filed with false and frivolous allegations.

19. It is categorically denied that the Respondent ever offered to sell Plot No. 16 (North Part) to the Complainant or executed any Agreement of Sale dated 18.12.2023. It is submitted that the alleged Agreement of Sale is a fabricated and fraudulent document, created by misusing blank signed papers obtained from Ms. Chalikanti Aadhilakshmi. The alleged agreement does not contain the signature of the Respondent on the first two pages and is therefore not a valid or enforceable document in the eye of law.

20. It is further denied that the Respondent changed the project name. It is submitted that Ms. Chalikanti Aadhilakshmi, along with the other joint owner of the subject property, duly registered the project "Eternal Green Valley" with TG RERA and commenced development. Subsequently, owing to certain difficulties in promoting the project, she entered into a Marketing Assistance Agreement dated 30.04.2024 with M/s. RV Promoters and Developers Realty Pvt. Ltd., whereby the activities of development, promotion, and marketing were entrusted to the said entity. However, at no point of time was the name of the project changed, as alleged by the Complainant.

21. It is further submitted that, in terms of Article 3, Clause 3.1(b) of the said Agreement, M/s. RV Promoters and Developers Realty Pvt. Ltd. were authorized only to develop and promote the project under their branding and promotional materials, and were not conferred with any right to change the name of the project. In fact, the project has at all times continued

to remain as “Eternal Green Valley.” The said RV Promoters merely carried out promotional activities in the name of their company in their capacity as marketing agents of the project and did not, at any stage, change or rename the project.

22. The Respondent submits that serious allegations of forgery and fraud are involved, requiring examination of evidence and witnesses, which cannot be adjudicated in the present proceedings. It is submitted that such disputes are required to be decided by a competent court of jurisdiction. Hence, the present complaint is not maintainable and is liable to be dismissed with exemplary costs.

D. Rejoinder filed by Complainant:

23. At the outset, the Complainant denies all the averment, allegation and contention raised therein, except those expressly admitted. The averments made in the complaint are reiterated in toto, and nothing stated in the counter affidavit shall be deemed to be admitted merely for want of specific denial.

24. The allegation of the Respondent that the present complaint is false or frivolous is denied. The Respondent has received a sum of ₹16,00,000/- from the Complainant towards a valid real estate consideration, which stands acknowledged under the Agreement of Sale dated 18.12.2023 as well as the Memorandum of Understanding dated 18.12.2023 executed between the parties. The denial of execution of the Agreement of Sale and the allegation that the same was fabricated using blank signed papers is false and defamatory. The Agreement of Sale was executed in the normal course of a property transaction and clearly contains the details of Plot No. 16 (North Part), admeasuring 120 square yards, situated in Survey Nos. 212/P, 213/P, 214/P and 215/P at Subhanpur Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District, forming part of the “Eternal Green Valley” venture. The Respondent has acknowledged receipt of ₹16,00,000/- in the said Agreement of Sale as well as in the Memorandum of Understanding dated 18.12.2023, including acknowledgment of registration of the said plot and receipt of consideration as recorded in the respective clauses and schedules.

25. It is submitted that the Respondent, with fraudulent intent, deliberately omitted affixing her signatures on the first two pages of the Agreement of Sale and the Memorandum of Understanding, with intent to defraud the buyers and deny any claim in case of any litigation in the future. Such conduct amounts to fraud and misrepresentation and attracts the provisions of Section 7(1)(d) of the Real Estate (Regulation and Development) Act, 2016.

26. With reference to the Respondent's denial regarding change of project name, it is submitted that the Respondent has herself admitted execution of a Marketing Assistance Agreement dated 30.04.2024 with M/s. RV Promoters and Developers. It is submitted that the project name displayed at the site has been changed from "Eternal Green Valley" to "RV HIFI City", and brochures, photographs with live location and date evidencing the same have been filed. Such conduct, without consent of the allottee or approval of this Authority, constitutes misrepresentation under Section 12 of the RERA Act and amounts to handing over development and promotion of the project to a third party in violation of the Act. The Respondent's conduct has misled prospective purchasers and warrants strict action.

27. The Respondent has taken contradictory stands by stating on one hand that she is not connected with the project and, on the other hand, admitting that she developed the land, obtained HMDA and RERA approvals and marketed the project. The project was promoted through brochures and social media using the name Aadhya Infra Developers, which further falsifies the Respondent's denial.

28. The plea raised by the Respondent that the transaction was a personal hand loan is an afterthought and is categorically denied. The amount of ₹16,00,000/- was paid exclusively towards purchase of Plot No. 16 (North Part) in the "Eternal Green Valley" project and not as any loan. The Respondent was running a fake buy-back investment scheme on a large scale under the guise of a HMDA and RERA approved project. The Complainant was induced to part with the said amount on the promise of registration of the plot along with assured monthly returns, which terms were recorded in the Memorandum of Understanding dated 18.12.2023. Despite receipt of the full amount, the Respondent neither registered the plot within the agreed period nor honoured the commitments under the MOU.

29. The Respondent has attempted to confuse the issue by referring to a separate and independent transaction involving Imtiaz Begum, wife of the Complainant's brother. The said transaction pertains to a different property, different consideration and a different MOU, and has no bearing whatsoever on the present complaint. The amounts allegedly transferred by the Respondent largely pertain to Imtiaz Begum and not to the Complainant. Only ₹3,00,000/- was transferred to the Complainant as monthly returns under the MOU dated 18.12.2023, after which the Respondent defaulted. Any attempt to project these payments as repayment of the amount paid by the Complainant is misleading and deceptive.

30. The civil suit in O.S. No. 169 of 2024 pertains to cancellation of a registered sale deed executed in favour of Imtiaz Begum and has no relevance to the present proceedings. The Complainant is not a party to the said sale deed, and the Respondent's attempt to rely on the said suit is only to derail the present RERA proceedings.

31. The Agreement of Sale dated 18.12.2023 is a valid and enforceable contract. The Respondent's contention that the dispute involves complex issues of fraud beyond the jurisdiction of this Authority is untenable. This Authority is empowered under Sections 12, 18, 31 and 35 of the RERA Act to adjudicate issues of misrepresentation, breach of agreement and failure to perform statutory obligations.

32. It is further submitted that the Respondent has indulged in a wider fraudulent scheme under the guise of a buy-back investment plan, promising assured monthly returns and plot registrations. Several other allottees have been similarly affected. Multiple criminal cases and FIRs have been registered against the Respondent under various penal provisions, and the Respondent has promoted the scheme through extensive social media advertisements. The Complainant is in possession of WhatsApp chats, voice messages, call recordings and documentary evidence acknowledging receipt of money and confirming the terms of the transaction.

33. In view of the above facts, it is submitted that the Respondent has willfully defaulted in performing her obligations under the Agreement of Sale and the Memorandum of Understanding, has indulged in misrepresentation and fraud, and has caused serious financial loss, harassment and mental agony to the Complainant.

34. Accordingly, the Complainant reiterates her prayers seeking refund of ₹16,00,000/- with applicable interest, or in the alternative, registration of Plot No. 16 (North Part) in her favour, initiation of investigation under Section 35 of the RERA Act, restraint on alienation of the subject property, and such further action as this Hon'ble Authority may deem fit in the interests of justice.

E. Observations of the Authority:

35. Upon consideration of the pleadings, documents placed on record, and the submissions advanced by both parties, this Authority proceeds to record its observations.

36. The Complainant contends that she entered into an Agreement of Sale dated 18.12.2023 with the Respondent for purchase of Plot No.16 (North Part), admeasuring 120 square yards,

situated in Survey Nos.212/P, 213/P, 214/P and 215/P at Subhanpur Village, Maheshwaram Mandal, Ranga Reddy District, forming part of a venture known as “Eternal Green Valley,” registered with this Authority. It is contended that pursuant to the said Agreement of Sale, the Complainant paid a sum of ₹16,00,000/- towards full and final consideration and that the Respondent was obligated to complete registration of the plot within four months. It is the case of the Complainant that despite expiry of the agreed period for registration, the Respondent failed to execute and register the sale deed and thereafter indulged in evasive conduct. The Complainant further alleges misrepresentation on the part of the Respondent with respect to change of project name from “Eternal Green Valley” to “RV HIFI City.” The Complainant thus seeks refund of the amount paid along with compensation, or in the alternative, registration of the subject plot in her favour.

37. In response, the Respondent has categorically denied execution of the Agreement of Sale and has contended that the alleged Agreement of Sale dated 18.12.2023 is a fabricated document created by misuse of blank signed papers and that no transaction of sale of Plot No.16 was ever contemplated or agreed upon. The Respondent asserts that the transaction between the parties was never a real estate sale transaction but was purely a financial arrangement. According to the Respondent, the amount of ₹16,00,000/- was received as a hand loan, and certain documents were executed only as security. The Respondent further submits that the dispute raised by the Complainant involves serious questions relating to authenticity of documents and alleged fraud, which cannot be adjudicated by this Authority.

38. This Authority notes that the Complainant has placed on record a Memorandum of Understanding dated 18.12.2023 executed between Aadhya Infra Developers and the Complainant. A perusal of the said MoU assumes significance in determining the true nature of the transaction between the parties. Clause 1 of the MoU expressly records that the Complainant agreed to pay an amount of ₹16,00,000/- to the Respondent towards investment. Clause 2 of the MoU stipulates that the Respondent agreed to repay the said investment amount along with goodwill, totalling ₹30,00,000/- (₹16,00,000/- towards investment and ₹14,00,000/- towards goodwill), payable in 30 instalments of ₹1,00,000/- each. Clause 3 further provides that the instalments of ₹1,00,000/- each were agreed to be paid commencing from 18.01.2024 and ending on 18.06.2026. Further, Clause 6 of the MoU records that the Respondent agreed to execute a separate registered sale deed in respect of the Scheduled Property i.e., Plot No.16 admeasuring 120 square yards in Survey Nos.212/P, 213/P, 214/P and 215/P, situated at Subhanpur Village, Maheshwaram Mandal, Ranga Reddy District, as security for the amount

invested by the Complainant. Clause 8 of the MoU further states that the Respondent had registered the scheduled property in favour of the Complainant by taking ₹16,00,000/- and that the Complainant should re-register the said property upon receipt of the total amount of ₹30,00,000/- from the Respondent.

39. A conjoint reading of the above clauses of the MoU makes it abundantly clear that the transaction between the parties is in the nature of an investment under a buy-back scheme and not a transaction of sale of a plot. The MoU clearly characterises the amount paid as an investment, provides for repayment in instalments with assured returns, and treats the alleged registration of the plot only as security for the invested amount, subject to re-registration upon repayment. Such a transaction does not fall within the scope of an allotment or sale of a plot by a promoter to an allottee under the Real Estate (Regulation and Development) Act, 2016.

40. Section 2(d) of the RE(R&D) Act defines an “allottee” to mean a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, the MoU itself negates any intention of an outright sale, as the registration of the plot is expressly described as a security mechanism linked to repayment of the investment amount. The Complainant, by her own documents, has not acquired the status of an allottee but has participated in a financial arrangement involving assured returns. Therefore, the relationship between the parties cannot be characterised as that of an allottee and promoter within the meaning of the RE(R&D) Act.

41. This Authority further notes that the Complainant has placed on record brochures advertising a buy-back scheme, and in the rejoinder, the Complainant has admitted that the transaction was pursuant to such a scheme. Though the Complainant has contended in her rejoinder that along with the return of amount of Rs.30,00,000/-, the registration of the plot was also part of the arrangement, the MoU clearly provides that the plot was to be re-registered upon repayment of ₹30,00,000/-, reinforcing that the property was never intended to be finally transferred to the Complainant as an allottee.

42. Further, the alleged Agreement of Sale dated 18.12.2023 is vehemently disputed by the Respondent. The authenticity, execution and validity of the said document are seriously in issue. In this regard, reliance is placed on the judgment of the Hon'ble High Court of Bombay in *Sana Hospitality Services Pvt. Ltd. vs. Madan Kishan Gurow & Ors.*, Civil Revision Application No. 606 of 2024, wherein it was held as follows:

“28. Thus the core issue that arises for determination as to whether the Plaintiffs are bonafide purchasers for value without notice of the prior instrument between Defendant Nos.1 and 2, would warrant investigation into a host of facts. Dispute would, thus, partakes the character of a lis between the two sets of allottees. Such a dispute between the allottees, nay which of the two instruments is legal and valid, is not a matter which the authorities under the RERA are empowered to adjudicate. Consequently, the reliefs of declaration and injunction sought by the Plaintiffs in the instant suit, may not be granted by authorities under RERA.”

43. Therefore, disputes involving the determination of the validity and genuineness of instruments are beyond the scope of adjudication by this Authority. Accordingly, in the present case, the question as to whether the Agreement of Sale dated 18.12.2023 is genuine or fabricated squarely falls within the jurisdiction of a competent civil court.

44. This Authority also notes that no independent payment receipts have been produced by the Complainant to establish that the amount of ₹16,00,000/- was paid specifically towards purchase of the subject plot. The bank statement placed on record shows receipt of ₹3,00,000/- by the Complainant from the Respondent. There exists a series of financial transactions involving the Complainant, the Respondent, and the Complainant's brother's wife, Imtiaz Begum. However, this Authority consciously refrains from examining transactions involving Imtiaz Begum, as they do not directly arise from the present complaint.

45. In view of the admitted Memorandum of Understanding dated 18.12.2023 and the express terms contained therein, this Authority finds that the transaction between the parties is fundamentally structured as an investment under a buy-back scheme and not as a transaction of sale or allotment of a plot within the framework of the RE(R&D) Act, 2016. The MoU unequivocally characterises the amount of ₹16,00,000/- as an investment, provides for assured repayment of ₹30,00,000/- in fixed instalments, and treats the subject plot only as a security for the invested amount. The stipulation requiring re-registration of the plot in favour of the Respondent upon repayment of the said amount further reinforces that the registration of the plot, if any, was never intended to be final or absolute, but only a collateral arrangement ancillary to the investment. In the absence of a clear and unconditional allotment or sale of a plot by a promoter to an allottee, the essential ingredients necessary to attract the provisions of the RE(R&D) Act are not satisfied. Further, the very foundation of the Complainant's claim, namely the alleged Agreement of Sale dated 18.12.2023, is seriously disputed by the Respondent, and its authenticity, execution and validity are in question, which are beyond the

scope of proceedings before this Authority. Having regard to the cumulative effect of the admitted nature of the transaction under the MoU, the conditional and security-based character of the alleged registration, the requirement of re-registration upon repayment, and the disputed status of the Agreement of Sale, this Authority is of the considered view that the reliefs sought cannot be examined or granted under the RE(R&D) Act.

46. Accordingly, this Authority holds that the Complainant is not entitled to the reliefs sought under the Real Estate (Regulation and Development) Act, 2016, and any claim for enforcement, refund, or specific performance arising out of the alleged Memorandum of Understanding or disputed Agreement of Sale may be pursued before the appropriate forum in accordance with law.

47. Further, the Complainant has also specifically raised a contention that the name of the project was changed from “Eternal Green Valley” to “RV HIFI City” without prior intimation, consent of the allottees or approval of this Authority, and that such change amounts to misrepresentation and fraudulent conduct. In response, the Respondent has contended that there has been no change in the registered project name and that the project continues to remain registered as “Eternal Green Valley” with this Authority. The Respondent submits that due to certain difficulties in promoting and completing the development activities, they entered into a Marketing Assistance Agreement dated 30.04.2024 with M/s. RV Promoters and Developers Realty Pvt. Ltd. (RV HI-FI City), whereby the said entity was entrusted with development, promotion and marketing activities of the project. According to the Respondent, the said entity was authorised only to develop and promote the project with their branding and promotional materials and were not authorised to change the project name. It is submitted that the project name has at all times remained as “Eternal Green Valley,” and the use of the name “RV HIFI City” was only in the context of promotional activities carried out by the marketing agency.

48. However, this Authority notes from the brochures and promotional material placed on record that while the project registration number continues to be reflected as P02400004849, the project name is prominently shown and advertised as “RV HIFI City.” The simultaneous use of the same RERA registration number along with a different project name creates ambiguity and has the potential to mislead prospective purchasers into believing that “RV HIFI City” itself is the registered project, when in fact the project stands registered under a different name, namely “Eternal Green Valley.” The fact that development, promotion and marketing activities were entrusted to a third party under the said Agreement further assumes significance,

as the manner in which the project is presented to the public directly impacts the transparency, disclosures and regulatory discipline mandated under the RE(R&D) Act. Such practice, even if stated to be undertaken through a marketing arrangement, cannot be treated as a mere branding exercise, as it bears upon the identity of the registered project itself.

49. Whether the usage of the name “RV HIFI City” in promotional material, while retaining the RERA registration number of “Eternal Green Valley,” amounts to misrepresentation under Section 12, indirect transfer or assignment of project rights in violation of Section 15, or a breach of the obligations and conditions of registration under Section 11 of the RE(R&D) Act, is not a matter that can be conclusively determined within the limited scope of the present complaint. Nevertheless, such allegations raise serious regulatory concerns warranting independent examination by this Authority in exercise of its statutory powers.

50. Accordingly, without expressing any final opinion on the merits of the said allegations, and in exercise of the powers conferred under Section 35 of the Real Estate (Regulation and Development) Act, 2016, this Authority deems it appropriate to direct regulatory scrutiny into the said issue in order to safeguard the interests of the public and to ensure compliance with the provisions of the RE(R&D) Act.

F. Directions of the Authority:

51. Vide the powers vested under Section 35 of the RE(R&D) Act, 2016, this Authority issues the following directions:

- i. The Secretary, Telangana State Real Estate Regulatory Authority, is directed to initiate *suo motu* proceedings, to examine the promotion, advertisement and branding of the project registered as “Eternal Green Valley” under the name “RV HIFI City,” including the role of the promoter and the marketing agency, and to take such action as may be warranted under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, after following due process.

52. The complaint stands disposed of in the above terms. There shall be no order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon’ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon’ble Member,
TG RERA

Sd/-
Dr. N. Satyanarayana, IAS (Retd.),
Hon’ble Chairperson,
TG RERA