

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

COMPLAINT NO.190 OF 2024

9th Day of October 2025

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

Sheshrao Rathod S/o Tukaram, Aged 46 years
R/o. Flat No. 204, Bhargav's Lakshmi Residency, Samatha Nagar,
Addagutta, Near Jiva Gurukulam. Kukatpally, Hyderabad – 500 085

...Complainant

Versus

1. **Tammu Srinivas Rao** S/o T. Narayana Rao, aged 58 years, Occupation ADE/TRANSCO, Jogipet, Sangareddy
Hno. 1126, Ground Floor, Old MIG Phase-1, BHEL, Serilingampally, Ranga Reddy District, Telangana -502032
2. **BHEL Mayfair Mutual Aided Cooperative Housing Limited, President** Regd No. TSMC/DCO/RR/3800/2017
HNo. 2435, First Floor, Old MIG Phase-1, BHEL BHEL, Serilingampally, Ranga Reddy District, Telangana -502032
3. **Tammu Venkateswara Rao S/o T. Narayana Rao**, aged 60 years, Ex BHEL employee and CMD TVR Housing Private limited.
HNo. 1126, First Floor, Old MIG Phase-1, BHEL, Serilingampally, Ranga Reddy District, Telangana -502032
4. **LIC Housing Finance Limited, Kukatpally Area Office**
Ground Floor, D .No. 20-M-141, Sri Sai Balaji Towers, Matrusri Nagar, Opp. Pillar No. 605, Near Miyapur, Kukatpally, Hyderabad.
5. **Sub-Registrar office, Shankarpally, Ranga Reddy District**
Shankarpally, Hyderabad Ranga Reddy District - 501203

...Respondents

The present matters filed by the Complainants herein came up for hearing before this Authority in the presence of the Complainant in person, and learned Counsel for Respondents No. 1- 3. Sri N.Rajeshwar Rao and Ms. Kavya Katta and learned Counsel for Respondent No. 4. Sri Hari Prasad Podila and Sri. C. Vishnuvardhan Reddy represented on behalf of Respondent No. 5, upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes the present Complaints **ORDER:**

2. The present Complaint has been filed by the Complainants 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 Respondent.

A. Briefs facts of the case as stated by the Complainants:

3. The Complainant submitted that he has paid full and total sale consideration for the villa (House Number- 483). However, Respondents 1,2 and 3 have not registered the villa in favour of the Complainant even after extorting an additional bribe of Rs. 7,00,000/- (Rupees Seven Lakh Only) through black mail and constant threats.

4. It is submitted that the Respondents 1, 2, and 3 are engaged in the business of constructing houses and plots under the name "TVR Housing Private Limited." They exploit the 1995 Societies Act by registering housing societies and have constructed approximately 2,178 villas (1200+678+300 units of 3 Societies) valued around Rs 1,450 Crore (420 Cr+700 Cr + 330 Cr). Although the business under the Societies Act is supposed to be non-profitable, the respondents have earned undeclared secret profits of around Rs 100 Crore. They manipulate society registrations by self-declaring themselves as presidents and appointing executive board members from non-members, including their drivers, clerks, and family members and draw salaries and book expenditures for their personal gains. They collude with builders/landowners, blackmail members, demand bribes, and unilaterally increase unit prices.

5. It is submitted that the Complainant joined "BHEL Mayfair Mutually Aided Cooperative Housing Society Limited" (Regd. No TSMC/DCO/RR/3800/2017) on 21-05-2018 by paying an advance amount of Rs 7,00,000/- (Rupees Seven Lakh only). This included Rs 300/- towards share capital, Rs 1,000 towards membership fee, and Rs 50,000/- towards office expenditure, legal audit, third-party inspection, and incidental charges. The total sale consideration was initially offered at Rs 73,00,000/-, then increased to 88,00,000/-, and then finalised at Rs 83,50,000/- for a villa measuring approximately 300 sq. yards with a plinth area of 2316 sq. ft (ground plus first floor) in Kondakal Village. Shankarpally Mandal, Ranga Reddy District, as per HMDA-approved plan layout permit number 11/LO/Pig/HMDA/2018 dated 21-05-2018. The respondents issued an admission cum allotment commitment letter on 21-05-2018 and a membership cum share certificate with admission number 266 in a B-schedule property. The property was purchased in the society

name under Sale Deed document number 9863/2018 dated 04-10-2018. The Complainant has paid a total of Rs 96,01,280/- through LIC, RTGS, and cash (Rs 3,00,000 and Rs 4,00,000 as demanded by the respondents) and received a No Dues Certificate dated 14-05-2022.

6. The Complainant submitted that on 15-05-2022, all members of the plot-wise tabulated B-Schedule properties of document number 9863/2018 were allotted houses by a lottery system after receiving full sale consideration, and the Complainant was allotted villa house number 483. This information is available on the respondents' website "trvao.in."

7. The Complainant submitted that in November 2022, the respondents started executing conveyance deeds for B-schedule properties to respective allottees and asked for registration charges of Rs. 17,500/-, which the Complainant paid on 11.11.2022 after the Society verified all office clearances. The said amount of Rs. 17,500 X 678 unit was taken as a bribe to execute the registered Conveyance Deed in favour of allottees. However, the respondents later demanded more money and refused to register the allotted villa.

8. It is further submitted that the Respondents 1, 2, and 3 are merely custodians of the Complainant's allotted villa and do not hold legal ownership as absolute owners of the B-schedule property of document number 9863/2018 dated 04-10-2018. They are only permitted to execute conveyance deeds in individual members' names.

9. The Complainant submitted that on 21-09-2023, he approached the Government of Telangana Cooperation Department, District Cooperative Officer (DCO), Ranga Reddy District, who after examining the submitted evidence and documents, ordered Respondents 1 and 2 to register the allotted villa (number 483) in the Complainant's name. The Complainant submitted the same order was sent to the respondents via registered post, email, and WhatsApp, but the respondents chose to remain silent and inactive.

10. The Complainant submitted that on 11-10-2023, the Complainant sent a request letter along with the DCO order through registered post, but the respondents refused to accept it, stating "no such person available, which amounted to an act of cheating and caused mental agony to the Complainant.

11. The Complainant submitted that on 01-11-2023, the Complainant took physical possession of the allotted villa on the oral advice of DCO officials, who stated that having membership-cum-share certificate, the Complainant is the absolute owner of Villa No. 483 as per allotment of B-schedule property of document number 9863/2018 dated 04-10-2018 and further advised to file a police case if anyone objects to occupation and peaceful living. The Complainant has been in possession of the villa since then, and the respondents have

remained inactive and silent, even after intimation is critical in establishing the complainant's ownership and uninterrupted possession of the property

12. The Complainant submitted that the respondents operate by forming housing societies, attracting members with small initial amounts, and giving admission to the general public as members. They make the members go for loans, purchase land with the members' money, and register the land in the Society's name with a self-declared president. They then form a pseudo board of executive members of their choice that generally includes their drivers, clerks, office helpers, etc., and make unilateral decisions to gain money and take commissions from builders. and blackmail members. This business model exploits members by dictating terms and conditions, leading to a high profit legalised illegal business model with zero investment and zero risk for the respondents. The Respondent no. 1 and 3 being brother floated another society in the name of BHEL NAGNAR Mutually Aided Cooperative Housing Society Ltd and made their brother Mr. Tammu Ravi Varma as President and collected huge amounts as bribes without any single pie investments. There are several cases pending against these societies and brothers of Respondent-1

13. The Complainant further submitted that the respondents have formed three societies: Society-1 "BHEL EMMACHS, Regd AMC/MDK/DCO/1959/2012," Society-2 "BHEL Mayfair MACH, Regd TSMC/DCO/RR/3800/2017," and Society-3 "BHEL Nagnar MACH, Regd TSMC/DCO/RR/3883/2019." And they have self-declared presidents, Respondent 3, his younger brother (Respondent 1), and their elder brother, Mr. Tammu Ravi Verma, for Societies 1, 2, and 3, respectively and they have unilaterally increased prices for each unit and collected illegal cash ranging from Rs 20 Lakh to Rs 80 Lakh from each villa owner by threatening and coercion. They have further colluded with construction companies for poor quality delivery, earning hundreds of crores in undeclared, untaxed, secret money. The societies, meant to be non-profitable, have been exploited for personal gain. Respondent 3. Mr. Tammu Venkateswara Rao, resigned from BHEL employment in 2022 to avoid scrutiny. The respondents have avoided conducting elections and continue to exploit the societies for personal gain.

14. The Complainant submitted that there are Pending Cases and Registration Issues against the respondents, including CC 1721/2023/TS RERA for forging lay-outs in Society-3 "BHEL Nagnar" and another case CC No. 7/2024/ TS RERA against Respondents 1, 2, and 3. Approximately 60 villa houses, including mortgaged ones, are yet to be registered due to non-payment of illegal bribes demanded by the respondents. While all members paid around

Rs 90 lakh, the respondents and 3 only paid Rs 5,00,000/- (Rupees Five Lakh only) and got registered the villas in their names and family members, which clearly indicates corruption.

15. The Complainant submitted that Respondent-2 is not registered under RERA, though it is covered under RERA. Respondents 1 to 3 informed all the members at the time of collecting advance amounts that the society is registered under the RERA Act. But they cheated the members, and they are liable for punishment under the RERA Act.

16. The Complainant further submitted that he had paid the total sale consideration of villa costs and the GST also collected by Respondent-1,2 & 3, but no GST returns submitted to the members. Due to undue pressure by Respondent 1 to 3. Rs 7,00,000/- bribe also paid to Respondent-1 and he issued a receipt for Rs 7,00,000/- also, but not registering Conveyance Deed in the Complainant's favour and demanded a further bribe, saying that the villa costs have increased

17. The Complainant submitted that the cause of action arose on 21-05-2018 when the complainant took admission and a letter of allotment commitment and membership-cum share certificate and paid an advance amount of Rs 7,00,000/-, including the charges for admission, shares and office expenses; and that on 15-05-2022, when the villa no. 483 has been allotted to the Complainant by lottery after final payment and received no-objection clearance certificate; and on 06-07-2019 and 17-05-2022 when the Respondent-1 to 3 took Rs 7,00,000/- as bribe and Respondent-1 gave cash receipt (Supported by receipts, bank statement and Voice recording) to the complainant; and on 01.11.2023 when the complainant took the physical possession of allotted Villa 483 and since then in continuous physical possession; and the Respondent-1 to 3 failure to act on their part to register allotted villa no. 483 on the Complainant's name, despite being in receipt of full payment and being directed by the relevant authorities, constitutes the cause of action in this case.

B. Relief(s) Sought

18. Therefore, aggrieved by the actions of the Respondent, Complainants prayed as under:

- 1. To Direct the Respondent 1, 2, 3 to immediately register Villa Number 483 in the name of the Complainant; and*
- 2. To Direct the Respondent 1, 2, 3 to repay the bribe amounting to Rs 7,00,000/- (Rupees Seven Lakh only) to the Complainant, and*

3. To Direct the Respondent 1, 2, 3 to compensate the Complainant for rental losses amounting to Rs 7,20,000/- (Rupees Seven Lakh and Twenty Thousand only) due to their negligence and inaction; and
4. To Direct the Respondent 1, 2, 3 to pay Rs 25,00,000/- (Rupees Twenty-Five Lakh only) to the Complainant for causing mental agony, damaging his health, and affecting his family and professional life, and
5. To Direct the Respondent 1, 2, 3 to pay Rs 2,00,000/- (Rupees Two Lakh only) for legal advice charges paid, documentation, case filing, travel, and office leave charges incurred by the Complainant, and
6. To Penalize the Respondent 1, 2, 3 for not registering the project under construction with TG RERA, to fulfill the objects of the TG RERA Act, and
7. In case Respondent 1, 2, 3 do not register Villa Number 483 in the name of the Complainant, direct Respondent 5 to register Villa Number 483 in the name of the Complainant as the absolute owner, and.
8. To Pass such other orders as this Honourable Commission may deem fit and proper in the interest of justice, and refer the case to the respective agencies deemed fit to investigate the fraudulent activities of Respondent 1, 2, 3 to prevent future fraud/loss to buyers/members of Respondent-2, in alignment with the prime objectives of the TG RERA Act.

C. Counter Statement Filed by 2nd Respondent

19. It is further recorded that Respondents No.1 and 3 have filed a Memo before this Authority stating that they adopt the counter filed by Respondent No.2 and requested that the same may be treated as their reply. The said request has been permitted and accordingly, the counter filed by Respondent No.2 stands adopted on behalf of Respondents No.1 and 3 as well.

20. The Respondent No.2 filed a reply/counter stating that it is a Society, represented by its President, which has gone through the averments in the affidavit filed by Petitioner, and the same are hereby denied as false and incorrect, except those which are specifically admitted hereunder.

21. It is submitted that the society initially entered into an agreement dated 11.02.2018 with M/s. Greenmark Properties rep by Gorantla Kalyan Reddy for the purchase of 618 plots out of 678 plots. Accordingly, four (4) sale deeds were executed on 04.10.2018, and the land owner agreed to sell the remaining plots, which were mortgaged with HMDA and builders'

share to the society. Subsequently, to purchase the land, the 2nd Respondent entered into a construction agreement on 04.10.2018 with the vendor, i.e., M.s. Greenmark Properties.

22. It is submitted that the 2nd Respondent, being a Society with an intention to provide the housing Plots to its members, having collected the amounts from its Members, purchased the Plots from its original owners, and with the permission of the members, entered into a construction agreement with M/s. Greenmark Properties for making necessary constructions over the Plots, ie. Villas with the permissions obtained from the concerned authorities. In this process, the 2nd Respondent neither developed the land nor made any constructions and also not received any commissions, charge or fees or remuneration from the members. Therefore, the 2nd Respondent does not fall within the ambit of the RERA Act. Hence, the complaint is not maintainable and liable to be dismissed.

23. It is submitted that the Builder, i.e. M/s. Greenmark Properties, having registered this subject Project under the RERA Act vide Certificate dated 13.3.2019, obtained permission for construction of Villas on completion of the project and was issued the Occupancy certificate dated 29.12.2022 (despatched on 6.2.2023). It is relevant to state that the Society (2nd Respondent) executed the conveyance deed in favour of all the members, and they are in possession of their respective villas.

24. It is submitted that Complainant filed present complaint U/s.31 of RERA Act on the ground that Respondents No.1 to 3 having received total sale consideration for Villa No.483 failed to register the same even after extracting additional amount of Rs.7.00 Lakhs towards bribe through blackmail and constant threats and inter alia sought for relief to direct the Respondents No.1 to 3 to register the Villa No.483 in the name of the Complainant and to repay an amount of Rs7.00 Lakhs and to compensate the Complainant for rental losses and damages of Rs.25.00 Lakhs and also claimed Rs.2.00 Lakhs towards legal charges and expenses etc. The Respondent No.2 categorically deny all the claims as the same are not maintainable and sustainable under law against the society.

25. It is submitted that Complainant, in order to seek registration of Villa, made all false and baseless allegations against Respondents No.1 to 3, and there is no material documentary admissible evidence to substantiate the allegations and claims made in the complaint. Hence, all the material baseless allegations are denied by the 2nd Respondent and further take a plea that the complaint itself is not maintainable against the Society, in view of the completion of the Project and issuance of the occupancy certificate much prior to the filing of this complaint.

26. That one Mr. B. Rajesh Kumar has paid membership fee of Rs.5.00 Lakhs on 26.02.2018 by way of Cheque No.000051 drawn on HDFC Bank on receipt of such payment the said member was given membership vide admission No.266 and said B. Rajesh Kumar further paid a sum of Rs.5.00 Lakhs on 20.9.2018 (total Rs.10.00 Lakhs) and he was given admission letter dt. 02.08.2018, but subsequently said member through his Father, Sri. B. Venkata Ramana Reddy expressed his intention to withdraw the membership and requested a refund of the advance amount. Accordingly, Sri. B. Venkata Ramana Reddy was given a refund of the membership advance of Rs. 10 Lakhs vide Cheque No.545809 dt. 3.2.2019.

27. It is submitted that to give the genesis of admission and allotment made to the Complainant. As seen from the society record, initially Complainant on 30.4.2019 issued a post-dated Cheque dt. 9.5.2019 for Rs.25.00 Lakhs in favor of society and with a request not to present in Bank, and assured that it will be cleared in due course. The society, in view of the cancellation of the membership of Sri. Rajesh Kumar, allotted the admission Number 266 to the Complainant on submission of application on 30.4.2019 in Form J for membership.

28. It is submitted that the Complainant was issued an admission cum allotment letter dated 21.5.2019, and the Complainant admittedly made payment of Rs. 7 lakhs to the society, which includes admission fees, etc. It is to be noted that there is a typographical mistake in the issuance of the allotment letter to the Complainant, and the year was wrongly typed as 2018 instead of 2019, and this could be established from the payments made by the Complainant, and actual payment commenced only from 6.7.2019, and there is no payment made prior to 2019. Therefore, it cannot be said that Complainant was admitted as a member and was given an allotment letter on 21.05.2018. The Complainant applied for a bank loan, and the same was sanctioned, and an amount of Rs. 7.00 Lakhs was paid, and subsequently paid further instalments to the society against the Villa.

29. It is further submitted that in 2018, in all the allotment letters issued to the Members, the Villa Cost was shown as Rs. 73.00 Lakhs and GST for members who were admitted in 2018. Subsequently, due to enhancement of rates, the Villa cost was enhanced to Rs. 83,50,000/- and since the Complainant joined later, i.e. in May 2019, the Villa cost was shown as Rs. 88.00 Lakhs and GST and other expenses as evident from the Admission Letter issued to the Complainant. Admittedly, Complainant has paid a total sum of Rs . 83,50,000/- + GST totalling to Rs . 96,68,670/-, and if the Villas cost is taken as Rs . 88.00 Lakhs as shown in the allotment letter dated. 21.5.2018 (2019) the Complainant is still liable to pay around Rs . 5,09,310/- and penalties for delayed payment if the GST is calculated. Therefore,

Complainant cannot say that he has paid the entire sale consideration, and Respondents are not coming forward to register the Villa.

30. It is submitted that all the allottees of 2nd Respondent society got the conveyance deeds registered on their names and accordingly they have formed a welfare society namely Mayfair Visista Villa Owners Mutually Cooperative Maintenance Society and apparently the said society who is controlling and managing the affairs of the society is not impleaded/shown as a party Respondent to this case. Further it is to be noted that even in the absence of payment of full consideration and without there being issuance of NOC and conveyance deed by 2nd Respondent, the Welfare society put the Complainant in possession in Villa No.483. It is also relevant to state that the entire subject project which is registered under RERA Act is completed and Occupancy certificate was issued on 29.12.2022, therefore, the complaint itself is not maintainable against the society. Further submit that 2nd Respondent represented by 1st Respondent do not fall within the meaning of promoter or real estate agent, therefore, RERA case is not maintainable against 2nd Respondent. Hence the complaint is liable to be dismissed.

31. It is relevant to state that Complainant admittedly paid an amount of Rs. 7.00 Lakhs towards membership fees to the society on 06.07.2019, and it cannot be presumed that the complainant got the allotment letter on 21.5.2018 when the allotment letter of Rajesh Kumar was given on 2.8.2018 on payment of Rs. 5 lakhs. Nevertheless, the Complainant, instead of making the balance amount to the society for getting the conveyance deed executed by the society making all false and baseless allegations against the society and its president.

32. It is submitted that the contention of the Complainant that in Para 4.1 that Respondents No. 1 to 3 failed to register Villa even after extorting an additional bribe of Rs. 7.00 Lakhs through blackmail and constant threats is totally false and in fact there was no necessity for Respondents to demand extra amount towards sale consideration and in fact the Complainant failed to pay the total sale consideration of Rs.88.00 Lakhs towards Villa cost and GST etc., as per allotment letter as agreed and there is still balance of Rs.5,09,310/- is due and payable towards sale consideration and other charges and penalties for Villa No.483 which has been allotted by the society after drawl of lottery. The 2nd Respondent society, represented by its President, issued a no-objection certificate dated 14.5.2022 for lottery allotment and to forward for the allotment, and this was issued by the society. The Complainant is still liable to pay the balance of Rs . 5,09,310/- and other charges for the delay.

33. It is submitted that the Complainant made an allegation against Respondents No 1 to 3 that they are engaged in the business of houses and plots under the name of TVR Housing Pvt. Ltd. and that they exploited the 1995 Act, though the society is supposed to be non-profitable and that Respondents have earned undeclared secret profits of Rs. 100 Crores and that manipulated the society registrations and colluded with the builders, land owners and blackmail the members and demand bribes and unilaterally increased unit prices and declaring themselves as President and the Executive Board members are from non-members, including drivers and clerks, is totally incorrect. The Complainant made all false and imaginary allegations to tarnish the reputation of the society and its President, and also the 3 Respondents, who are in no way connected with the subject property. The complainant is making false allegations going beyond the scope and purview of the RERA Act.

34. It is submitted that there is no bar for any individual or group of persons to form a society with a common object of providing houses to the members by purchasing land from land owners and constructing dwelling units through contractors. The RERA Act made it clear that unless and until the society or a person is not in receipt of any remuneration/commission/charges etc., for selling the plot or house or individual house it cannot be termed as real estate agent and further the Section 2 (z) (k) defines the promoter. In the present case, the society, with due respect to RERA Authority, does not fall within the scope of RERA and Respondents No. 1 and 2 in no way benefited as alleged by the Complainant, and 3 Respondent is in no way connected with the project.

35. It is submitted that in this case, the 2nd Respondent society neither developing or developed the land into plots nor made any constructions on its own. The Complainant is aware that the society purchased the plots from landowners and, by appointing the builder, constructions were made. Therefore, the 2nd Respondent represented by the 1 Respondent does not fall within the definition of promoter or real estate agent Therefore, Complainant cannot make any unwanted & baseless allegations against Respondents No.1 to 3.

36. It is submitted that the contention of the Complainant that he joined as a member of 2 Respondent society on 21.5.2018 on payment of certain charges and he was given allotment letter dt. 21.5.2018 is factually not correct. In fact as per the membership letter cum allotment letter date as 21.5.2018 but Complainant has not made any payment till 6.7.2019. It is evident from Complainant record-there is no document or payment receipt produced to show that he has paid membership fees and other charges on 21.5.2018. The Complainant made payment for the first time only on 6.7.2019. The admission No.266, as stated above, was initially allotted to one Sri. Rajesh Kumar and on its cancellation, admission No.266 was given to

Complainant, and it is evident from the record to establish the same. It is not true to say that Complainant made full payment against Villa. In fact, the cost of the Villa was initially fixed for Rs.. 73,00,000/- for the allottees in 2018, and during 2019 it was finalised for Rs.83,50,000/- and GST etc.,

38. It is submitted that 2nd Respondent take an objection for non-impleadment of builder/owner and developer i.e. Greenmark Properties Pvt. Ltd. as a party to the present case. The Complainant, with the intention to harass and cause damage to the reputation of the 2nd Respondent and its President, filed this case without any valid and sustainable cause of action. Hence, the application is liable to be dismissed. The Complainant, instead of impleading the necessary parties, i.e. Developer and Welfare Society, to the present case, wrongly impleaded the 3rd Respondent, who is in no way connected with the subject matter relating to the 2nd Respondent society. Hence, complaint is liable to be dismissed for non-joinder mis-joinder for parties.

39. It is submitted that the contention of the Complainant that he has paid sale consideration of Rs . 83,50,000/- towards the cost of Villa is not correct. The contention of Complainant that the society demanded Rs.7.00 Lakhs towards for payment of bribe and he has paid Rs.3.00 Lakhs and Rs.4.00 Lakhs is totally false and hence denied. Further contention of the Complainant that the Respondents collected Rs.17,500/- towards registration charges as a bribe and later demanded more money and refused to register Villa is totally false and incorrect. The document writer is for the purpose of registration expenses collected from members, for which the society is not responsible.

40. It is submitted that in reply to the contention of Complainant with regard to legal ownership etc., the society or its managing committee never claimed any ownership or title to the B-Scheduled property dated. 4.10.2018 and it is true on payment of full consideration Villas have been registered by execution of conveyance deed in favor of all the members except Complainant. The Complainant was relying on the alleged receipt said to have been issued by the secretary of the Society to substantiate his contention that said amount has been paid as bribe is totally false and incorrect. Whether complainant paid Rs. 3 lakhs on 6.7.2019 to Janardhan Reddy or not is a question of fact, because the said alleged receipt was not issued by Respondent No. 1 to 3, therefore, for the transaction between a member and Janardhan Reddy in his individual capacity the Society cannot be held responsible in the absence valid document before the court. Moreover, the said receipt dt. 6.7.2019 is subject to proof and relevance and the signature on the said receipt is yet to be proved by its original signatory. who is not a party to the present case.

41. It is submitted that it is true that DCO addressed a letter to society for registration of Villas to members and it is not correct to say that Respondents 1 to 3 refused to accept same. As a matter of fact, the society being registered under MACS Act, 1995 is under control of DCO, therefore, it cannot refuse to follow the instructions issued by the office of DCO from time to time. The contention that the notice issued by DCO was refused by society is not correct and it could be seen from postal tracking at page No.23 of Complainant documents it is only shown as returned as no such person in the address. Therefore, it cannot be said that it is rejected. The Complainant wrongly interpreted postal tracking.

42. It is submitted that admittedly the Complainant took the possession of allotted Villa and he is residing in the said Villa from 1.11.2023 and it is not correct to say that Respondents 1-3 remained inactive. Further contention of the Complainant that Respondents being Co-operative Society involved in mis using the act provisions is not correct. At Para No.10 of the complaint Complainant made all false and baseless allegations against Respondents No.1 to 3 that they are self-declared President and running the society with pseudo board and Board of Executive members of their choice including Drivers, Clerks, Officer Helpers etc. and taking unilateral decisions to gain money from builder and blackmail the members is totally false and incorrect. The Complainant with ill-motive making all false allegations and also unnecessarily involved the other family members of Respondents and made false allegations that they have collected huge amounts as a bribe without investment is totally false and baseless. The Complainant failed to establish the allegations by documentary evidence to sustain the allegations and from the averments and allegations it seems that the Complainant using the RERA Authority as Platform to seek investigation or Inquiry under MACS Act etc against the Respondent instead of pursuing his remedy in appropriate manner as per the provisions of the Act for grievance if any.

43. It is submitted that the contention of the Complainant that the Respondents floated or formed three (3) societies and they have increased the unit cost and collected illegal cash and they have further colluded with the construction companies for poor quality delivery and that Respondents avoided the conduct of elections and continue to exploit the societies for personal gain is equally false. It is submitted that forming the societies by the other family members of 1st Respondent or 3rd Respondent is not a crime and Complainant unnecessarily with a malafide intention enlarging the scope of present complaint and Complainant should confine and make out his grievance against the Respondents within the scope of RERA Act. An elaborate inquiry in the allegations under various other provisions of the laws, with due respect to the RERA Authority, is not permissible.

44. It is submitted that the Complainant at para 12 made a false allegation that the Villas pertaining to BHEL Nagnar Society are yet to be registered- due to non-payment of illegal bribe demanded by Respondents is totally false and incorrect and in fact in the case referred i.e. CC No.7/2024 pertain to BHEL Mayfair Society and in that case the Villa was already been registered in favor of its owner viz. Sri. Suresh Babu Rajoli, and there is no dispute about that, and the other case referred to, i.e. CC No.1721/2023 pertaining to BHEL Nagar Society and alleged forgery of layouts, is between the land owner and builder, and society has nothing to do with the said dispute. Nevertheless, said case is yet to be adjudicated by RERA and in fact Complainant therein did not raise any allegations against society, however, Complainant in this case is, it seems. aggrieved for the grievances of others. Hence there is no basis or merit in the said allegations and same is not connected with the present case.

45. It is further submitted that in connection with the allegations/contentions made in para 14 and 15 it is submitted that Complainant is making false allegations against Respondents No.1 to 3 and there is no question of cheating or undue pressure by the Respondents No.1 to 3 and the alleged bribe of Rs. 7.00 Lakhs alleged to have been paid through 1st Respondent and he issued receipt by R1 is not correct and making further demands for bribe is equally false. The Complainant is put strict proof of the same. The Documents filed herewith would substantiate the case of the Respondents and there is no merit in the RERA Complaint filed by the Complainant, hence the same are liable to be rejected. The Complainant under guise of RERA case inviting this Hon'ble Authority to probe the factual aspects of the cases of others filed against the Respondents No. 1 to 3 and the Complainant. intentionally omitted to implead the necessary parties and trying to seek relief beyond the scope of RERA by not complying his part of obligations under the Act.

46. Further the in view of the above facts and circumstances, the 2nd Respondent therefore pray that this Hon'ble authority may please to dismiss the complaint in CC No. 190/2024 against the 2nd Respondent and pass such other orders as this Hon'ble Authority deem fit and proper in the interest of justice.

D. Rejoinder:

47. The Complainant submits this Rejoinder in response to the allegations raised in the Counter, the Complainant submits that in response to paragraph 13 of the written statement, where the Respondents claim that the case does not fall within the scope of the RERA Act, it is evident from paragraph 1 of counter statement that the Respondents 1-3 had formed the Society before members joined. Respondent 1-3 identified the land, entered into an agreement with the landowner-cum-builder, and then invited members to join the Society by

operating a sales office under the name "TVR Housing." This was actively promoted through an attractive brochure and previous projects showcased on the website "tvrao.in." These actions directly caused to construction activities, which fall under the definition of a real estate agent or promoter as per Section 2(z)(k) of the RERA Act.

48. Furthermore, subsequent to the construction, the act of registering the allotted houses in members' names by Respondents 1-3 after taking full and final payment constitutes selling. Document number 10, page 21 of the main complaint, provides clear evidence that Respondents 1 and 2, specifically the Society's President, acquired a house for just Rs 5 lakh and failed to pay their dues along with other members, which amounts to a form of remuneration, albeit fraudulent. Additionally, Respondent 3 opted for pre-retirement to form Societies and engage in real estate business.

49. Hence, the case unequivocally falls under the jurisdiction of the RERA Act, and the claim in Paragraph 13 of the written statement is demonstrably false.

50. With regard to Paragraphs 7, 8, and 11 of the written statement have been deliberately manipulated to misrepresent the facts and justify the failure to register the villa in the complainant's name. The Respondents have presented a distorted narrative by providing partial truths regarding the joining date and the sale consideration. These half-truths are intended to mislead and do not reflect the complete facts of the case.

51. The respondents claim of Complainant joining date 21.05.2019 using typographical error reason is false and even 21.05.2018 indicated in allotment cum commitment letter in Complaint is also false. The actual date of joining was in July 2019, not May 2019. The complainant joined on 05.07.2019 with the first payment of Rs 7 lakh. The date mentioned in the allotment-cum-commitment letter, 21.05.2018, coincides with HMDA permission date. This is not a typographical error but a deliberate action by Respondents 1-3 to extort money and provide fraudulent favouritism to the complainant. The complainant has relied on the allotment-cum-commitment letter issued by Respondents 1-3 to accurately state the date of joining the Society in the main complaint. In view of payment of total amount of Rs 83.5 lakh, the complainant name was added to the lottery of allotment and in the lottery the complainant was allotted villa no. 483. If the amounts are due to the Respondents, as stated in their Counter Statement, they could not have added the Complainant name in the lottery. Out of 618 villas, only 615 villas are put for lottery. 60 villas are mortgage and other reserved villas total are 678. All the villas are constructed with members payment but benefit of other villas are not transferred to members which against Societies Act 1995.

52. The wrongful claim of a sale consideration of Rs 88 lakh is not due to the complainant's late joining, but rather a price escalation plan that was under consideration by Respondents 1-3 at the time of the complainant's admission, which applied to all members. This plan is clearly outlined in document number 13, page 18 of the main complaint, but it has been concealed in the written statement. In line with para 3 of main Complaint, the Respondent 1-3 planned to increase the price by Rs 15 lakh on Rs 73 lakh initial amount which turns to Rs 88 lakh to all members, which includes all amenities. The price variation was linked to amenities even in allotment cum commitment letter, which is why the sale consideration of Rs 88 lakh was not fixed at the time of the complainant's admission. The price was finalized after four months, on 11.11.2019, at Rs 83.5 lakh.

53. Revised payment schedule is sent through WhatsApp by General Secretary on 20.07.2020 for Rs 83.5 lakh only and the same is reflected in payment details in counter statement document number 13. Upon full and final payment, Respondents 1-3 issued a No-Dues certificate for Rs 83.5 lakh on 14.05.2022. Additionally, LIC, the financier, disbursed the final instalment only after confirming the full and final payment of Rs 83.5 lakh. The Society ledger also reflects Rs 83.5 lakh as the total amount. Also, the 1995 Societies act does not differentiate members based on joining date.

54. Further, the full and final payment was confirmed by the issuance of a receipt for Rs 17,000 for registration charges, signed by Mr. Tammu Ravi Varma, the third brother of Respondent 1-3, in his own handwriting, with a note stating that the dues had been cleared from the Society office which also prove false claim in para 17. The Society's account maintenance records also show no outstanding dues from the complainant.

55. Therefore, the liability claim in the written statement is a new fabrication by Respondents 1-3, relying on a partial truth regarding the price indicated in the allotment-cum-commitment letter and a blatant lie about the typographical error on the date of joining, in an attempt to deceive the RERA Authority and avoid registering the allotted villa house in the complainant's name. The delay in registration is growing financial burdens on Complainant, as LIC, the housing loan financier, is not giving additional loans needed for woodwork, preventing the complainant from fully utilizing the villa leading to rental loss.

56. With regard to Paragraph 9 of the counter, the Respondent claim completion of project and occupancy certificate dated 29.12.2022 whereas the Respondent's call for emergency GBM dated 24.06.2023 calls to review of progress of project and work status. Further the page 30 of document number 13 of main complaint, a letter by members says no progress of work in Jan-Feb 2023. Hence the claim of project completion on 29.12.2022 is

false. After Emergency GBM dated 01.07.2023 the respondents left project without completion. Frustrated by the unethical practices of Respondents 1-3 and the lack of progress in work for over a year, the buyers formed a maintenance society and refused to maintenance to Respondents 1-3 to avoid further financial losses.

57. The builder is doing remaining work at a very slow pace with buyer's maintenance funds. The incompleteness of the project leads to poor occupancy, which discouraged vendors from providing necessary facilities making it difficult to stay at city outskirts. As a result, the complainant has suffered significant losses, with the value of the villas now less than half of that of neighbouring properties.

58. The Respondents 1-3 claimed in Paragraph 19 that their Society operates under the control of the District Cooperative Officer (DCO) as per the Societies Act of 1995 is false. The Respondents failed to comply with the DCO's directive to register the allotted villa in the complainant's name. Additionally, in violation of section 3(b) which is part of 1995 Societies Act, the Respondents 1-3 neither conducted elections nor submitted election details to the DCO, as evident in document number 9 of main complaint, an RTI reply from the DCO. Further, in the same document it is evident that the Respondents not even submitted details of members to DCO. By leveraging the loosely regulated framework of the DCO, Respondents 1-3 sought to evade from RERA Authorities and requested the case closure by citing the applicability of the RERA Act in their Counter statement. The office of Respondent 1-3 is full of their relatives and family members. All the records of the Society are in the hands of them and they are manipulating the records as per their choice.

59. The primary reason for registering the Society under the 1995 Act was to bind buyers under its provisions, as indicated in Point 5 of Page 14 of the Counter statement and continue real estate business with zero investment and zero risk.

60. The facts mentioned in Paragraph 6 were never disclosed to the complainant. With malicious intent, Respondents 1-3 concealed these facts and coerced the complainant into paying money by claiming, "one more member having the same admission number". This action by Respondents 1-3 has caused significant mental anguish to the complainant. The Respondent 1-3 removed several members and added in their place and did real estate business without any investments by blackmailing tactics and assigned the same admission numbers to the newly inducted purchasers. Everyone in the Society knows that even the President that is Respondent 1 removed one member and added his name in that place in the allotment list just before the week days of allotment. The Respondent 3 also added several other persons just before the week of allotment and he has several villas in the benami names

which have been constructed with members money. Let the Respondent 1-3 submit the allotment records to this Authority and the Complainant will prove the frauds made by them. Whoever questions the Respondent 1-3, they start harass and collect monies illegally. To the knowledge of complainant, one member named Mr. Narasimha is been blackmailed by cancelling membership even after allotment and then registered on his name, which is obviously after extortion of money.

61. The legal right to the allotted villa house number 483, as claimed by the complainant, is confirmed by Respondents 1-3 in Paragraph 18 of the written statement.

62. The complainant has exclusively dealt with Respondents 1-3 from the initial agreement through to the full and final payment for purchasing the villa. There has been no involvement of M/s Greenmark Properties or the Mayfair Visista Villa Owners Mutually Aided Cooperative Society in this transaction. Therefore, Respondents 1-3's objection regarding the non-inclusion of these parties is invalid.

63. The use of the name "TVR" in the office and website names clearly refers to Respondent 3, who is conducting real estate business under the guise of the Society. Respondent 3 has established multiple Societies in the names of different family members, one after another, to continue real estate business with zero investment and zero risk. Thus, Respondent 3 is a central figure in the cause of action.

64. The Respondents did not explicitly deny the documents submitted by the complainant and instead produced additional documents to falsely impose extra liability on the complainant. This appears to be an attempt to obscure the real reason for not registering the villa in the complainant's name, which is tied to financial extortion. The Respondents' denial of the allegations made in the complaint is largely unsubstantiated and unsupported by any credible documents. Therefore, the complainant respectfully prays to the RERA Authority for appropriate relief.

65. The Complainant in his rejoinder have sought same relief in Complainant.

E. IA filed by the Complainant

66. The Complainant filed an IA to direct Respondent Nos. 1 -3 to produce the documents to substantiate his contention and disprove Respondent 1-3's contentions. It is proper and necessary to summon the following documents from the custody of Respondents 1-3.

List of documents

- i. Membership registers of all 678 members and their date of joining, withdrawal from membership and replacement of members in their place.
- ii. Audit Reports from the year 2018-19 to 2023-24
- iii. Cash book from the Year 2018 till date
- iv. Minutes book from the Society registration year 2017 till date
- v. Full details of admission no. 190 vide change in membership, payment details, joining dates etc.
- vi. Amount and date of payments made by Respondent-1 towards his part of sale consideration, admission no. 190
- vii. Reflection of Rs 7 lakh taken by Respondent 1-3 in the cash book
- viii. Name, admission number and payment details of villa number 171, 327, 328, 329, 330, 335, 336, 337.
- ix. Details of how many late-joining members and payment details, penalties imposed, etc.
- X. Video recording of the General body meeting dated 01-07-2023 conducted by Respondent 1 & 3

The Complainant pray that this Authority direct the Respondent 1-3 to produce the documents.

F. IA Counter by the Respondent

67. It is submitted that Petitioner originally filed a Complaint and inter alia sought for relief to direct the Respondents No.1 to 3 to register Villa No.483 in the name of Complainant besides compensation etc., and Respondents No.1to3 filed their counter opposing the reliefs and maintainability of complaint under RERA Act against the Respondents No. 1 to 3 and also for non impleadment of necessary parties viz. The developer and the Welfare society, which is currently managing the affairs of all the purchasers/owners of villas.

68. The Respondents No. 1 to 3 raised a specific plea that 2nd Respondent is not a Real Estate Agent under Sec. 2(zm) of RERA nor Promoter as defined under Sec. 2 (zk) of RERA, besides a plea non joinder of necessary parties to the lis. The Petitioner, on filing of counter statement, filed a reply statement and also filed the present application seeking production of documents which are not relevant.

69. It is submitted that Petitioner / Complainant, pending adjudication of the above CC, filed the present application for production documents viz.

1. Membership Registers of all 678 Members and their joining
2. Audit reports from the year 2018 to 2023-24
3. Cash Book from the year 2018 till date
4. Minutes Books of the society from 2017

5. Details of Admission No. 190, change in membership and payment details
6. Amount & date of payment of Respondent No.1 towards allotment of villa
7. Reflection of 7 Lakhs taken by Respondents No. 1 to 3 in the cash book
8. Payment details of villa Nos. 171,327,328,329,330,335,336 and 337
9. Details of Members joined late and penalties imposed
10. Video recording of GB meeting held on 1.7.2023

70. The case of the Petitioner is that the counterstatement filed by the Respondents necessitated the filing of this Petition for the production of documents in order to disprove the contentions of the counterstatement. The contentions raised and grounds pleaded in the affidavit are totally incorrect, hence denied. The Petitioner has to prove his case on his own merits and documents sought for are not relevant for adjudication of the issue in the present complainant.

71. The case of the Petitioner succinctly is that 2nd Respondent society failed to register Villa No.483 even after receipt of total sale consideration and society is responsible for delaying the registration and accordingly sought for registration of villa besides a claim for compensation etc. The contentions and pleadings are categorically denied by 2nd Respondent society in its counter and Petitioner in his Complaint stated that he joined as a member in 2018 and it was refuted by society, again in Reply affidavit he changed his version and stated that actual date of joining was July 2019, therefore, petitioner often taken inconsistent stand to substantiate his version. Further, the petitioner is interested to probe into the affairs of the society i.e. conduct of meeting and elections and minutes of meeting etc. which are in fact beyond the scope of main relief in complaint.

72. It is submitted that the Respondent society has taken a plea in its counter that the Complaint is not maintainable against the society as it does not fall within the scope and ambit of RERA either as a Real Estate Agent or Promotor; therefore, the complaint is to be dismissed. Admittedly, complaint in connivance with the Maintenance society, which was formed with the owners of Villas, took the possession of Villa No. 483 without any registration of conveyance deed executed by 2nd Respondent society. Nonetheless, Petitioner raised a grievance of non-registration of villa despite, according to him, payment of total consideration; however, going further Petitioner is making allegations against the Management of the society vis-à-vis its functioning etc. and, with due respect, it is submitted that these pleadings are not within scope or domain of this Hon'ble Authority.

73. It is submitted that the documents mentioned above, which are now sought for, i.e. Ito 4 and 6 to 10 are not relevant to the issue involved in the case. The document, i.e. payment

details and admission of previous allottee, are mentioned in the counter, and the necessary documents are being filed along with the counter. The other documents i.e. GB resolutions, Minute Books and audit reports, cash book of the society are not required and relevant to the issue. The Petitioner has to establish the payment of total consideration of Villa No. 483, and other details and particulars of the society are not relevant and in fact the Petitioner by filing the present application expanding the gamut of litigation and inviting this Hon'ble Authority to exercise the powers and jurisdiction of Dist. Co-op Officer and Co-op Tribunal under MACS Act 1995. Hence the application is liable to be dismissed.

74. In view of the above facts and circumstances, the 2nd Respondent therefore pray that this Hon'ble authority may please to dismiss the IA /2025 in CC No.190/2024 against Respondents No. 1 to 3 and pass such other orders as this Hon'ble Authority deem fit and proper in the interest of justice.

75. This Authority found that the IA filed is not relevant to the present case, and the same was dismissed

G. Proceedings:

76. Before proceeding to the observations on merits, it is pertinent to clarify a preliminary aspect regarding the array of parties. The Complainant, in the present case, has addressed the second Respondent as "President, BHEL Co-operative Society." Upon being questioned during the hearing, the Complainant submitted that his intention was to implead the Society as Respondent No. 2, and that the reference to the President was only in a representative capacity. Hence, Respondent No.2 is described and referred to accordingly in the cause title.

77. It is therefore evident that Respondent No. 1 represents the President of the BHEL Mayfair Mutual Aided Co-operative Housing Society Ltd., whereas Respondent No. 2 refers to the Society itself, which is the concerned entity in the present dispute. No objections have been raised by the Respondents in this regard, and all subsequent submissions have been made on behalf of the Society.

78. The Authority notes that no confusion or prejudice has arisen during the course of proceedings on this account, and the misdescription appears to be a bona fide and inadvertent error committed by a layperson without legal assistance.

79. Since this Authority functions under a beneficial legislation intended to protect the interests of allottees and promote substantive justice, it cannot dismiss a complaint merely on account of a technical or typographical error. Accordingly, it is clarified that Respondent No.

2 shall be construed as “BHEL Mayfair Mutual Aided Co-operative Housing Society Ltd.” for the purpose of the present proceedings.

80. Further, the Authority, vide Interim Order dated 19.12.2024, restrained Respondent No. 2 from creating any third-party rights over the subject villa until the final disposal of this complaint.

H. Points for consideration:

80. After perusal of the documents filed by the parties and the contentions raised therein, the following issues sprout for consideration by this Authority:

- I. Whether the present Complaint is maintainable before this authority?
- II. Whether the Complainant is entitled to the relief as prayed for? If yes, to what extent?

I. Observation by the Authority:

Point -1

81. The Respondents have, as a preliminary objection, contended that the present complaint is not maintainable before this Authority, on the ground that Respondent No. 2, being a Co-operative Housing Society, does not fall within the ambit of the Real Estate (Regulation and Development) Act, 2016. It is their submission that the said Society had merely purchased land from M/s. Greenmark Properties Pvt. Ltd., represented by its Director Mr. Gorantla Kalyan Reddy, and subsequently entered into a construction agreement with the same entity on 04.10.2018. The Respondents assert that the Society's sole objective was to facilitate housing for its members, that it collected contributions from them for the purchase of land, and thereafter entered into a development arrangement with the said developer for the construction of villas after obtaining requisite approvals. They further submit that the Society neither undertook construction nor engaged in any commercial sale activity, nor did it earn any commission or remuneration, and therefore cannot be treated as a “Promoter” or “Real Estate Agent” under the RE(R&D) Act.

82. In order to appreciate this contention, it is necessary to refer to the definition of “Promoter” as contained under Section 2(zk) of the Act, which inter alia includes:

- (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
- (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to*

other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State-level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation. — For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder

83. A plain reading of the statutory definition indicates that the legislature, with deliberate intent, included co-operative housing societies within the ambit of “promoter” as they undertake or facilitate construction or allotment of apartments or buildings to their members. The underlying principle is that liability attaches to the role performed rather than to the form or label adopted. The RE(R&D) Act is a beneficial legislation designed to ensure accountability for every entity that engages, directly or indirectly, in real estate development and allotment to buyers or members.

84. In the present case, the material on record unmistakably shows that Respondent No. 2 performed acts squarely covered within the scope of promoter’s functions. The Society collected funds from its members, purchased land in its name, entered into a construction agreement with M/s. Greenmark Properties, issued admission and allotment letters, facilitated registration of villas in favour of its members, and participated in advertisements and promotional materials wherein the project was explicitly described as “Promoted by BHEL

Mayfair Mutual Aided Co-operative Housing Society under the guidance of Mr. T.V. Rao, President, BEMMAC Society.”

85. When such public representations have been made and promotional materials categorically attribute the role of “promoter” to the Society, it is untenable for the same entity to subsequently disclaim such status in proceedings before this Authority.

86. It is a settled proposition that the obligations under the RE(R&D) Act are mandatory in nature and cannot be circumvented by dividing the functions of construction, allotment, and sale among different entities. The statutory explanation to Section 2(zk) expressly covers the situation where one person constructs and another sells; both are deemed promoters. The RE(R&D) Act creates a unified framework of accountability, ensuring that all entities engaged in real estate development remain answerable to allottees and to the Regulatory Authority.

87. Therefore, upon consideration of the pleadings, documents, and promotional materials, this Authority is of the considered view that the acts and conduct of Respondent No. 2, namely, collection of funds, execution of construction agreements, issuance of allotment letters, advertisement of the project, and facilitation of registration — unequivocally establish that it has acted in the capacity of a Promoter within the meaning of Section 2(zk) of the RE(R&D) Act.

88. Accordingly, this Authority rejects the plea of non-maintainability raised by the Respondents and holds that the present complaint is maintainable before this Authority, the Respondent Society being squarely covered within the statutory definition of a Promoter under the RE(R&D) Act, 2016.

Point 2.

89. The Complainant has submitted that despite payment of the entire sale consideration amounting to ₹83,00,000/-, the Respondent has failed to execute and register the sale deed for the subject villa. The Complainant contends that all payments were duly made, including applicable GST, and that he has been in possession of the villa for a considerable period. The grievance is thus confined to the Respondent’s failure to register the said villa in his name.

90. Per contra, the Respondent has denied the claim of full payment and stated that as per the records of the Society, the total villa cost was revised from ₹73,00,000/- (as applicable to earlier members admitted in 2018) to ₹83,50,000/- and subsequently to ₹88,00,000/- for members admitted later in May 2019, including the present Complainant. It is their contention that the Complainant’s total liability was ₹88,00,000/- plus applicable GST and

other charges. The Respondent admits that the Complainant has paid ₹83,50,000/- plus GST amounting to ₹96,68,670/-, but asserts that a balance of ₹5,09,310/- along with delayed payment interest is still outstanding. On this premise, the Respondent justifies its refusal to register the villa.

91. Upon perusal of the records, it is seen that the Complainant was issued an Admission and Allotment Letter bearing No. 266, wherein the total cost of the villa was reflected as ₹88,00,000/-, subject to applicable taxes and registration charges. However, it is also an admitted position that the Complainant was later issued a “No Objection Certificate” (NOC) dated 14.02.2022 by the Respondent, certifying his eligibility for lottery allotment and further confirming that the Society had no objection to forwarding his name for allotment. Subsequently, a certificate dated 14.05.2022 issued by the Respondent once again recorded that a total consideration of ₹83,50,000/- had been received from the Complainant and that the Society had no objection to proceeding with registration. The said certificate further mentions payment of ₹17,500/- towards registration charges.

92. It is, therefore, inexplicable that the same Respondent, who issued a certificate confirming receipt of the entire amount and granted possession, has now, after more than three years, taken a contradictory stand alleging outstanding dues of ₹5,09,310/-. If indeed any such balance was legitimately due, it is inconceivable that the Respondent would have issued the aforesaid NOC, certified the Complainant for allotment, and allowed him to take possession of the villa without raising a single written demand, notice, or objection over these years. The Authority finds such conduct inconsistent and lacking in bona fides.

94. It is also pertinent to observe that the Respondent’s explanation of “rate enhancement” does not hold weight in the present circumstances. The documents placed on record, particularly the allotment and certification letters issued by the Respondent, clearly acknowledge the Complainant’s full and final payment of ₹83,50,000/-. Having accepted the said amount as full consideration and issued a certificate to that effect, the Respondent cannot now retract or raise new financial claims belatedly, that too only after the Complainant has approached this Authority for registration.

95. The Authority, therefore, finds merit in the Complainant’s contention that he has paid the full and final consideration as acknowledged by the Respondent through its own certifications. The belated plea of “balance due” appears to be an afterthought and is viewed by this Authority as an attempt to mislead the proceedings and delay the lawful registration of the villa.

96. Accordingly, this Authority holds that the Complainant is the rightful allottee and has fulfilled his financial obligations as per the records available. The Respondent's refusal to register the villa is without just cause and contrary to its own documentary acknowledgements.

97. Consequently, the Respondent No. 2 is directed to forthwith execute and register the Sale Deed in respect of the subject villa in favour of the Complainant within ten (10) days from the date of this Order, failing which coercive action as per the provisions of the Real Estate (Regulation and Development) Act, 2016 shall be initiated.

J. Directions of the Authority:

98. In view of the detailed observations made hereinabove and upon careful consideration of the pleadings, documents placed on record, the submissions made by both parties, and applicable provisions of the RE(R&D) Act, 2016, this Authority is of the considered opinion that the Complainants are entitled to the following reliefs:

- I. The Respondent No. 2 is directed to register the villa no. 483 in the name of Complainant within ten (10) days from the date of receipt of this order.
- II. With respect to the claim for compensation, the Complainant has the liberty to approach the Adjudicating Officer by filing Form 'N'.

99. It is further made clear that failure to comply with the directions contained in this Order shall attract the consequences stipulated under Section 63 of the RE(R&D) Act, 2016.

100. The complaint is disposed of with these directions. 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