

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 11th 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

Complaint No. 376/2025/TG RERA

Sanjeev Mattoo
(R/o Block-1, My Home Avatar,
Gachibowli, Hyderabad-500089)

...Complainant

Versus

M/s Auro Reality Private Limited (Formerly, M/s Kohinoor Builders Auto Reality Private Limited)
(Office at 21st Floor, Wing 'A',
Plot No.1, Sy. No.83/1, Hyderabad Knowledge City,
Raidurg (Panmatkha), Hyderabad-500081)

...Respondent

The present matter, filed by the Complainant, came up for hearing before this Authority in the presence of the Complainant and his Counsel, Adv. Ravinder Sharma, and Respondent's Counsels P. Ravi Charan and L. Venkateswara Rao. After hearing the submissions of both parties, this Authority now proceeds to pass the following **ORDER:**

2. The present Complaint have 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 reliefs against the Respondents.

A. Brief Facts of the Case as per Form M submitted by the Complainant:

3. It was submitted that the Complainant came across an advertisement for the Respondent's project named 'Auro Kohinoor', situated at Survey No. 41/14, Mandal Khanamet Village, Weaker Section Colony, Serilingampalle (M), Hyderabad, Telangana - 500085, and expressed interest in purchasing a flat within the said project.

4. It was submitted that the representatives of the Respondent, including one Mr. Malik, interacted with the Complainant and convinced him to invest in the project by explaining the various benefits and amenities provided therein.

5. It was stated that the Respondent's authorized signatory sent an email dated 08-10-2024 to the Complainant, enclosing a Welcome Letter of the same date. The Respondent's authorized representative also informed the Complainant over the telephone to pay a token amount of ₹5,00,000/- (Rupees Five Lakhs Only) towards booking and for the sharing of hard copies of the title and link documents for verification. The representative further assured the Complainant of providing the best price and value for money. Accordingly, the Complainant paid the sum of ₹5,00,000/- vide Cheque No. 203469 dated 09-10-2024, drawn on Axis Bank from the account of his mother. It was submitted that the Respondent acknowledged the receipt of the said amount and credited the same to the name of the Complainant.

6. It was further submitted that pursuant to further discussions and negotiations, the Complainant booked a flat, being Unit No. 504 in the Jewel Building of the Kohinoor project, along with all appertaining amenities including two parking lots. The Respondent's authorized representative assured the Complainant that upon payment of 10% of the consideration (including GST), an Agreement of Sale would be entered into in the standard format of the Respondent company with the Complainant and/or co-applicants or nominees, thereby enabling the Complainant to secure a home loan. The representatives also assured that they would hand-hold the Complainant through this process.

7. It was submitted that the deal was finalized between the Respondent and the Complainant for a total sale consideration of ₹2,34,13,851/- (Rupees Two Crores Thirty-Four Lakhs Thirteen Thousand Eight Hundred and Fifty-One Only), inclusive of 5% GST. This was confirmed by the Respondent's authorized representative, Mr. Malik, via a WhatsApp message dated 11-11-2024 sent from his mobile number 9154108807. The said message provided a detailed break-up of the agreed sale consideration. As a follow-up, the representative indicated that 10% of the total sale consideration amounted to ₹23,41,385.13. After acknowledging the initially paid token amount of ₹5,00,000/-, the balance due towards the 10% component was indicated as ₹18,41,385.13.

8. Accordingly, the Complainant paid the further amount of ₹18,41,386/- (Rupees Eighteen Lakhs Forty-One Thousand Three Hundred and Eighty-Six Only) in the following

manner: a. ₹17,41,386/- vide Cheque No. 203470 dated 19-11-2024 drawn on Axis Bank; and
b. ₹1,00,000/- through online transfer vide Ref No. IMPS/43381406675 dated 03-12-2024.

9. It was submitted that the Complainant is the allottee of Unit No. 504 in the Jewel Building in the Kohinoor project. Having paid the agreed 10% of the consideration, the Complainant became entitled to enter into a formal Agreement of Sale. It was averred that by virtue of the transactions, reciprocal discussions, and payment of part consideration, the relationship of vendor and vendee was established between the parties, and an agreement of sale was effectively constituted by their conduct.

10. It was stated that the Respondent shared its standard template of the Agreement of Sale with the Complainant along with a link to fill in the required details. The Complainant duly filled in the link provided. However, to the utter shock and surprise of the Complainant, the Respondent subsequently demanded an amount of ₹45,00,000/- (Rupees Forty-Five Lakhs Only) in cash over and above the agreed sale consideration and high-handedly practically refused to enter into a formal Agreement of Sale.

11. It was submitted that the Complainant was entitled to enter into the formal Agreement of Sale to arrange the balance sale consideration through a bank loan. The Complainant had always been ready and willing to perform his part of the obligation and had already performed the material obligation of paying 10% of the sale consideration including GST, as per the Real Estate (Regulation and Development) Act, 2016. It was contended that the Respondent was obligated to execute the agreement for Unit No. 504 with the Complainant and/or his co-applicants. The non-compliance of this obligation was termed illegal, violative of the law, and constituting a deficiency of service and unfair trade practice.

12. It was pertinent to mention that the Complainant's father, Mr. Ashok Kumar Mattoo, had previously filed a complaint before this Hon'ble Authority vide Complaint No. 164/2025/TG/RERA. In those proceedings, the Respondent filed a counter stating that Mr. Ashok Kumar Mattoo was a third-party lacking privity of contract. Crucially, the Respondent categorically admitted in its counter therein that the present Complainant (Sanjeev Mattoo) was the allottee of Unit No. 504 and acknowledged that the amount of ₹23,41,386/- was credited to his name. Consequently, Mr. Ashok Kumar Mattoo withdrew the said complaint on 17-06-2025 due to lack of locus standi.

13. It was further submitted that the Respondent continued to send updates about the project to the Complainant, with two such emails received on 13-06-2025, demonstrating the subsisting relationship of vendor and vendee between the parties.

14. It was stated that the Complainant issued a Legal Notice dated 16-06-2025 to the Respondent by registered post with acknowledgement due as well as via email to various IDs (kohinoor@aurorealty.com, mailk.r@aurorealty.com, cs@aurorealty.com, adinarayana.m@aurorealty.com). The notice called upon the Respondent to forthwith enter into an Agreement of Sale with the Complainant and his co-applicants (his father and mother) to enable the securing of a home loan and subsequent registration. The Complainant put the Respondent on notice that failure to do so within 7 days would result in filing a complaint before the Telangana Real Estate Regulatory Authority. The Respondent acknowledged receipt of the legal notice via email on 16-06-2025, while the registered post returned with the endorsement 'no such person in the address'.

15. It was submitted that the Respondent failed to oblige the legal notice and did not come forward to enter into the formal Agreement of Sale. Consequently, the Complainant was constrained to approach this Hon'ble Authority seeking directions to protect his interest. It was argued that the Respondent was liable to enter into the formal agreement in its standard template as done for other allottees.

16. It was further submitted that the Complainant held a reasonable apprehension that the Respondent might allot the subject flat (Unit No. 504) to another person, creating multiple interests to frustrate the Complainant's rights. It was argued that in such an eventuality, the Complainant would suffer irreparable loss and hardship. Therefore, it was prayed that pending disposal of the complaint, the Respondent be directed not to allot the flat to any other person, as the Complainant had a prima facie case and the balance of convenience lay in his favor due to the payment of 10% consideration.

17. Finally, it was submitted that the Complainant made an alternative prayer for the refund of the part sale consideration without prejudice to the main prayer, doing so only as a matter of abundant caution in view of various judgments of the Hon'ble Supreme Court regarding alternative prayers for refunds.

B. Reliefs Sought

18. Accordingly, the Complainant sought the following relief:

- i. *Direct the Respondent to execute agreement of sale with the Complainant and his co-applicants viz., his father and mother with respect to the aforesaid flat being Unit No.504 in Jewel Building in Kohinoor project along with all appertaining amenities including 2 nos. parking lots, thereby as a natural corollary, enabling the Complainant to secure home loan for payment of balance amount and get the sale deed registered as per law.;*
- ii. *Alternatively, without prejudice to the above prayer, in any event if the above prayer is not possible to be granted, then direct the Respondent to refund the part sale consideration amount of Rs.23,41,386/- (Rupees Twenty-Three Lakhs Forty-One Thousand Three Hundred and Eighty-Six only) to the Complainant along with interest at the rate of 18% per annum.*
- iii. *Grant such other relief or reliefs to the Complainant as this Hon'ble Authority may deem fit and proper in the interest of justice.*

C. Counter filed by the Respondent

19. The Respondent filed a detailed Counter Affidavit denying all allegations contained in the Complaint, except those specifically admitted therein. It was submitted that the Complaint was not maintainable either on facts or in law and was liable to be dismissed. The Respondent, a company incorporated under the Companies Act and engaged in the business of real estate development, was represented by its authorized signatory, Shri Ajit Varma. It was contended that the Complaint was wholly misconceived, unsustainable, motivated by extraneous considerations, and amounted to an abuse of the process of law.

20. It was submitted that the Respondent was the absolute and lawful owner of the land admeasuring Acres 25-00 situated at Khanamet Village, Serilingampally Mandal, having acquired the same through a registered Deed of Conveyance in 2017. The land was earmarked for a residential project named 'Kohinoor', for which the Greater Hyderabad Municipal Corporation (GHMC) had sanctioned approval vide a building permit dated 30-04-2021. The project was also duly registered with the Telangana Real Estate Regulatory Authority.

21. The Respondent stated that the Complainant evinced interest in purchasing a unit, pursuant to which the Respondent issued an email and a Welcome Letter dated 08-10-2024, allotting Flat No. 504, Tower B-6-Jewel. It was submitted that an initial amount of ₹5,00,000/- was paid on 11-10-2024 by a third party entity, 'Bright Saffroi', represented by its Proprietor,

Nancy Mattoo, and not directly by the Complainant. The Respondent asserted that it had provided an apartment cost sheet to the Complainant, evidenced by a WhatsApp message dated 04-11-2024, which clearly detailed the agreed Total Sale Consideration as ₹2,81,38,845/- plus GST.

22. It was further submitted that subsequent payments of ₹17,41,386/- and ₹1,00,000/- were made by 'Bright Saffroi' on 21-11-2024 and 03-12-2024 respectively. Thus, the total part payment received was ₹23,41,386/-, which the Respondent contended was paid by a third party. The Respondent sent an email on 03-12-2024 calling upon the Complainant to commence the booking process by clicking a provided link and submitting KYC documents such as Passport, PAN Card, and Aadhar Card. However, the Complainant failed to respond or provide the necessary documents.

23. The Respondent highlighted a situation of confusion and lack of clarity regarding the purchaser's identity. It was submitted that on 03-12-2024, the Complainant's father, Mr. Ashok Kumar Mattoo, emailed the Respondent stating a desire to book the unit in his own name. He claimed that the amounts were unknowingly paid from his wife's account (Nancy Mattoo) and requested a refund to the same account. The Respondent noted that while the booking was in the Complainant's name and payments were from Bright Saffroi, the refund was sought by the father. Due to the Complainant's abrupt silence and failure to confirm his father's request, the Respondent could not act on the refund request, nor was there any consent from Bright Saffroi for such a refund.

24. It was submitted that in furtherance of the transaction, the Respondent shared a draft Sale Agreement via WhatsApp on 11-02-2025 for the Complainant's inputs, to which there was no response. Instead, the Complainant replied via WhatsApp on 13-02-2025 asking the Respondent to wait, citing confusion within his family regarding whether the booking should be in his father's name, mother's name, or both, mentioning they had purchased another flat in 'Avatar'. The Complainant also proposed buying a smaller unit, which did not materialize. The Respondent contended that the Complainant failed to fill the booking form or respond to the draft agreement, thereby suppressing facts and attempting to arm-twist the Respondent.

25. The Respondent drew attention to the legal actions initiated by the Complainant's father. It was stated that Mr. Ashok Kumar Mattoo issued a legal notice on 05-03-2025 seeking a refund of the booking amount with 18% interest and cancellation of the booking. Subsequently, Mr. Ashok Kumar Mattoo filed a complaint (CC No. 164/2025/TG/RERA)

seeking a direction for the execution of the Agreement of Sale and possession, despite having sought a refund in the legal notice. The Respondent filed a counter in those proceedings, following which Mr. Ashok Kumar Mattoo withdrew the complaint on 17-06-2025, admitting he lacked privity of contract.

26. It was vehemently submitted that the Complainant, in collusion with his father, devised a scheme to reduce the agreed sale consideration. The Respondent denied the Complainant's allegation that the deal was finalized for ₹2,34,13,851/-. It was alleged that the Complainant deliberately and illegally manipulated and altered the WhatsApp electronic record to insert the date 11-11-2024 and a lower price breakup. The Respondent asserted that the actual agreed price was ₹2,81,38,845/- plus GST. It was argued that such manipulation of electronic records constituted a violation of the Information Technology Act and an abuse of the process of law.

27. The Respondent specifically denied the allegation that it demanded ₹45 Lakhs in cash. It was submitted that the delay was caused solely by the Complainant and his father, who vacillated between seeking a refund and seeking execution of the agreement. The Respondent contended that the Complainant and his father were blowing hot and cold, which is impermissible in law, and were estopped from taking inconsistent stands.

28. It was further submitted that the legal notice dated 16-06-2025 issued by the Complainant was replied to by the Respondent on 27-06-2025. The Respondent argued that the Complainant stopped communicating, allowed his father to initiate litigation, and upon its withdrawal, filed the present complaint with similar facts but varying demands. The Respondent asserted that the Complainant failed to perform his obligations, such as filling the booking form and providing documents, yet attempted to blame the Respondent.

29. Finally, the Respondent submitted that the Complainant had failed to establish a prima facie case for interim relief and had approached the Authority with unclean hands. However, without prejudice to its rights and contentions, the Respondent expressed its readiness to refund the amount of ₹23,41,386/- along with interest at the SBI Marginal Cost of Lending Rate (MCLR) + 2% as per RERA provisions, to put a quietus to the litigation and treat the transaction as null and void. The Respondent prayed for the dismissal of the complaint with exemplary costs.

D. Rejoinder filed by the Complainant

30. The Complainant filed a Rejoinder to the Counter Affidavit submitted by the Respondent. At the outset, the Complainant submitted that the entire stance taken by the Respondent, particularly the contention that the agreed sale consideration was ₹2,81,38,845/- plus GST and not ₹2,34,13,851/- inclusive of 5% GST, was false and baseless. The Complainant denied all averments made in the Counter, save for those specifically admitted, and asserted that the Respondent had made several false statements far removed from the truth.

31. The Complainant specifically denied the preliminary objections raised by the Respondent, contending that the complaint was neither misconceived, unsustainable, nor devoid of merit. It was further denied that the Complainant was seeking to take undue advantage of the regulatory framework under the Real Estate (Regulation) Act, 2016, or that the complaint was motivated by extraneous considerations amounting to an abuse of the process of law.

32. Regarding the chronology of the transaction, the Complainant admitted to requesting the amenities brochure on 09-10-2024. However, it was submitted that the Respondent had manipulated the sequence of events. The Complainant clarified that while the Respondent initially shared an offer price sheet on 04-11-2024 showing a price of ₹2,81,38,845/- plus GST, this was followed by negotiations. Consequently, the Respondent's authorized representative, Mr. Malik Ruman, shared the finally mutually accepted price of ₹2,34,13,851/- (Rupees Two Crores Thirty-Four Lakhs Thirteen Thousand Eight Hundred and Fifty-One Only) inclusive of 5% GST vide a WhatsApp message sent on 11-11-2024 from mobile number 9154108807.

33. A serious allegation of evidence tampering was levelled against the Respondent. The Complainant submitted that the Respondent and its authorized representative had tampered with the WhatsApp chat record filed before the Hon'ble Authority by deleting the specific message sent at 04:26:26 PM on 11-11-2024, which confirmed the lower agreed price. To substantiate this, the Complainant filed the true and correct exported chat along with an appropriate Certificate under Section 63 of the Bharatiya Sakshya Adhinyam. Furthermore, the Complainant expressed readiness to produce the original mobile device (bearing the specified IMEI number) for verification by the Authority. It was argued that while an old message could be deleted without an apparent trace, a backdated message could not be inserted; thus, the Complainant's version of the chat was authentic.

34. It was further submitted that the payment of subsequent amounts was made only after the confirmation of the agreed price of ₹2,34,13,851/- vide the said message on 11-11-2024. The Complainant pointed out that the amount paid, ₹23,41,385.13, corresponded exactly to 10% of the *lower* agreed consideration of ₹2,34,13,851/-, as indicated by the Respondent's representative. It was argued that if the price were indeed ₹2.81 Crores as claimed by the Respondent, the payment made would not constitute the requisite 10%. The fact that the Respondent shared the draft Agreement of Sale after receiving this specific amount was cited as testimony that the Respondent had accepted the payment as the full 10% booking amount based on the lower agreed price.

35. The Complainant addressed the Respondent's contentions regarding the source of funds, stating that payments made through his mother's account were accepted by the Respondent without demurrals and credited to the Complainant's account. It was submitted that the Respondent's subsequent acknowledgement of these payments by sending the draft agreement negated any adverse inference regarding the mode of payment.

36. Regarding the booking formalities, the Complainant submitted that he had filled out the online form and provided the requested documents. It was alleged that the Respondent refused to acknowledge this compliance solely because the Complainant did not accede to the illegal demand for an extra amount of ₹45,00,000/- in cash. It was contended that this cash demand was the primary obstruction to the execution of the agreement.

37. The Complainant reiterated that his father, Mr. Ashok Kumar Mattoo, had no privity of contract with the Respondent. The Respondent's argument regarding a lack of clarity on the buyer's identity was denied. It was submitted that the sharing of the draft Agreement of Sale evidenced that the identity of the buyer and the terms were clear, but the transaction was stalled due to the Respondent's demand for the cash component.

38. The Complainant submitted that the core controversy in the dispute was narrowed down to the quantum of the agreed sale consideration—whether it was ₹2.81 Crores plus GST as claimed by the Respondent or ₹2.34 Crores inclusive of GST as claimed by the Complainant. It was argued that the WhatsApp chat evidence, supported by the statutory certificate and the offer to produce the physical device, constituted clinching evidence to decide this material question. The Complainant further noted that several voice calls reflected in his chat log were missing from the fabricated version filed by the Respondent.

39. In conclusion, the Complainant submitted that the Respondent's case, being based entirely on a falsified chat record, stood disproved. It was prayed that in view of the tampering of evidence by the Respondent and the consistency of the Complainant's payments with the lower agreed price, the complaint be allowed in the interest of justice.

E. Points for Consideration

40. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

- I. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

F. Observations of the Authority

41. Upon a careful examination of the pleadings, documents, and submissions placed on record by both parties, this Authority finds it necessary to address the central controversy relating to the agreed sale consideration for Unit No. 504 in the Jewel Building of the project "Auro Kohinoor", as the determination of this issue directly impacts the Complainant's entitlement to execution of an Agreement of Sale.

42. It is an admitted position that the Respondent, through its authorised representatives, initially communicated a total sale consideration of ₹2,81,38,845/- plus applicable GST to the Complainant. This initial price was conveyed through formal communication, namely the apartment cost sheet, and there is no dispute that this constituted the original and officially communicated price at the inception of the transaction.

43. The Complainant, however, has relied upon subsequent WhatsApp communications exchanged with the Respondent's agent, Mr. Malik, to contend that the sale consideration was later revised and mutually agreed at ₹2,34,13,851/- inclusive of GST. The Respondent has categorically denied any such revision and has asserted that no final agreement was reached at the said reduced price.

44. This Authority observes that the WhatsApp communications relied upon by the Complainant, even if taken at face value, primarily pertain to negotiations and discussions concerning an alleged cash component and other informal aspects of pricing. Such communications, by their very nature, reflect ongoing negotiations and cannot, in the absence of formal documentation, be treated as conclusively establishing a revised or mutually binding sale consideration.

45. It is an undisputed fact that no revised booking form, allotment letter, or Agreement of Sale reflecting a consideration of ₹2,34,13,851/- was ever executed or signed by the parties. There is also no contemporaneous documentary evidence on record, such as a revised cost sheet or official email issued by the Respondent, evidencing formal acceptance or approval of any revised price.

46. This Authority further observes that while electronic communications such as WhatsApp messages may evidence discussions or negotiations between parties or their representatives, they do not attain contractual finality unless such negotiations are formally crystallised through execution of a written and duly accepted document. In the present case, the communications exchanged with the Respondent's agent, Mr. Malik, do not demonstrate a legally concluded revision of the sale consideration but, at best, indicate informal negotiations relating to an alleged cash component, which cannot be recognised or enforced under the statutory framework of the RE (R & D) Act, 2016.

47. Accordingly, in the absence of any legally valid and formally executed document evidencing mutual consent to revise the price, this Authority holds that the only legally recognisable and binding sale consideration between the parties remains ₹2,81,38,845/- plus applicable GST, as originally communicated by the Respondent. There is no material on record to establish a binding revision of the said consideration, and the alleged WhatsApp negotiations, including those relating to a cash component, cannot override or supersede the original, formally communicated price.

48. At this stage, it is apposite to advert to Section 13(1) of the RE(R&D) Act, 2016. The said provision mandates that a promoter shall not accept a sum exceeding ten per cent of the sale consideration without first entering into a written Agreement of Sale and registering the same. The legislative intent underlying Section 13 is to protect the allottee from uncertainty and arbitrariness by ensuring that once substantial consideration is collected, the rights and obligations of the parties are reduced into a formal, enforceable, and transparent contractual framework.

49. A plain reading of Section 13(1) makes it abundantly clear that the embargo created by the statute operates only in one direction. The provision restricts the promoter from collecting more than ten per cent of the sale consideration without entering into an Agreement of Sale. It does not, however, impose any prohibition or condition precedent on the execution of an Agreement of Sale where less than ten per cent of the consideration has been collected. In other

words, the statute does not require that ten per cent of the consideration must necessarily be collected before an Agreement of Sale can be executed, nor does it bar the promoter from entering into such an agreement at an earlier stage of the transaction.

50. In the present case, it is an admitted position that the Respondent has already received approximately ten per cent of the sale consideration from the Complainant. It is also not in dispute that the Respondent has acknowledged the Complainant as the allottee of the subject unit and has, in fact, shared draft versions of the Agreement of Sale earlier. No statutory provision, contractual clause, or regulatory restriction has been placed before this Authority to demonstrate that the Respondent is legally disabled from proceeding with execution of the Agreement of Sale at this stage.

51. Accordingly, this Authority holds that Section 13 of the RE (R & D) Act, 2016 not only permits but, in the facts of the present case, warrants the execution of an Agreement of Sale. Since almost ten per cent of the sale consideration has already been received, and there exists no legal impediment to execution of the Agreement of Sale, the Respondent is directed to undertake immediate steps to enter into and execute the Agreement of Sale in accordance with law, incorporating the agreed sale consideration and other standard terms governing the transaction, without any further delay.

52. Further as per the WhatsApp communication submitted by the Complainant there is a discussion with respect to cash component, it is apposite to reiterate that Section 4(2)(1)(D) of the RE(R&D) Act, 2016 casts a statutory obligation upon every promoter to ensure that seventy per cent of the amounts realised from the allottees from time to time in respect of a real estate project are deposited in a separate account, to be maintained in a scheduled bank, and that such amounts shall be utilised only for the purposes of land cost and construction cost of the said project.

- a) Further, this Authority has, vide Circular No. 1558 dated 09.09.2024, issued specific directions with a view to strengthening financial discipline, transparency, and fund traceability in registered real estate projects. As per the said Circular, every promoter is required to maintain the following three distinct bank accounts for each registered project: Collection Account – into which 100% of the amounts received from allottees shall be deposited;
- b) Separate Account – to which 70% of the collections shall be transferred and utilised strictly towards land and construction costs; and

- c) Transaction Account – to which the remaining 30% shall be transferred towards statutory dues, operational and administrative expenses.

53. These requirements are not procedural formalities but are substantive statutory safeguards intended to ensure that all monies realised from allottees remain within the regulated financial architecture of the RE(R&D) Act and are utilised strictly in accordance with law. The Respondent Promoter is hereby directed to strictly adhere to the mandate of Section 4(2)(1)(D) of the RE(R&D) Act and the directions contained in Circular No. 1558 dated 09.09.2024, in letter and spirit.

54. It is made clear that any deviation, diversion, or non-compliance with the aforesaid statutory and regulatory obligations, if noticed upon verification or otherwise, shall invite stringent action under the provisions of the RE(R&D) Act, 2016, including proceedings under Sections 60 and 63, without further notice.

G. Directions of the Authority:

55. In view of the findings and observations recorded hereinabove, and having answered the point for consideration accordingly, the Complaint is partly allowed with the following directions:

- i. The Respondent–Promoter is hereby directed to execute an Agreement of Sale in favour of the Complainant in respect of Unit No. 504, Jewel Building, Project “Auro Kohinoor”, strictly in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Telangana Real Estate (Regulation and Development) Rules, 2017.
- ii. The Respondent–Promoter shall take all necessary steps to execute the Agreement of Sale within a period of 15 (fifteen) days from the date of receipt of a copy of this Order.
- iii. The Respondent–Promoter is further directed to strictly comply with the mandate of Section 4(2)(1)(D) of the RE(R&D) Act, 2016 and the directions contained in Circular No. 1558 dated 09.09.2024 issued by this Authority.
- iv. It is further made clear that any non-compliance with the directions issued herein, or any violation of the statutory obligations under the RE(R&D) Act, 2016 and the Rules made thereunder, if noticed upon verification or otherwise, shall render the Respondent

Promoter liable for appropriate action under Sections 60 and 63 of the RE(R&D) Act, in accordance with law.

55. With the above directions, the Complaint stands disposed of. 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

