

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 107 of 2024

Dated this 5th of August 2025

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

M/s Pranava Elite Association

(Rep by President Mr. Sai Baba, #Pranava Elite, Plot no. 96&97, Srila Gardens, Miyapur, Hyd-500049, RC.no.3602093-2095)

...Complainant

Versus

1. M/s HarisPranava Builders

(Flat no.101, Plot no. 98& 99, Manu Infra Avenue, Road no.2, Kakateeya Hills, Madhapur, Ranga Reddy District – 500081)

2. Smt. Bussa Swetha

(Managing Partner - Flat no.101, Plot no. 98& 99, Manu Infra Avenue, Road no.2, Kakateeya Hills, Madhapur, Ranga Reddy District – 500081)

3. Sri Harish Chandra Reddy

(Managing Partner- - Flat no.101, Plot no. 98& 99, Manu Infra Avenue, Road no.2, Kakateeya Hills, Madhapur, Ranga Reddy District – 500081)

...Respondent(s)

This present Complaint came up for hearing on 15.04.2025 before us for hearing in the presence of Counsel Anup Koushik Karavadi for Complainant and Counsel K.ChandraMouly for the Respondent and upon hearing both the arguments on both sides and the matter reserved over for the consideration till this date ,this Authority passes the present complaint order.

ORDER

2. The Complainant has filed complaint on hand under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act"), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017

(hereinafter referred to as the "TG RE(R&D) Rules"), alleging commission of violation and contravening of the provisions of the said Act and Rules and sought for the appropriate reliefs against the Respondent.

A. The Brief facts of the case as per allegations/averments contained in the complaint are as follows:

3. The Complainant is a Mutually Aided Cooperative Society, registered under the Telangana Mutually Aided Cooperative Societies Act, 1995, bearing Registration No. 3602093-2095 dated 17.02.2023. The Society comprises individual flat owners of Pranava Elite Residential Building and was established with the primary objectives of Providing maintenance, repair, and replacement services related to equipment and consumables essential for upkeep of common areas and facilities. Ensuring access to essential services such as sanitary and potable water, common area cleanliness, provision of electricity, lighting, and watch and ward services also acting as a collective body for representation before authorities for redressal of grievances related to the above.

4. It is stated that the formation and functioning of the Society have been in strict compliance with the statutory framework. An elected committee constituted on 19.02.2019 governs the Society in accordance with duly adopted bye-laws and through collective decision-making by majority voting.

5. The Respondents are the builders/promoters/vendors of the project Pranava Elite, constructed pursuant to Building Permit Order No. 2/C21/03039/2019 dated 19.02.2019. The approved plan pertains to construction of 1 stilt + 5 upper floors with a built-up area of 1645.3 sq. mts.

6. It is the case of the Complainant that various irregularities and deficiencies have been observed by the flat owners in respect of the construction and amenities in the said project. Consequently, on 10.01.2024, a resolution was passed by the Society notifying multiple deviations committed by the Respondents. Based on the said resolution, a representation was submitted to the Respondents calling upon them to address and rectify the issues.

7. As per the Complainant, the following specific obligations arising under the sanctioned building plan, sale deed clauses, and promotional materials were either unfulfilled or violated by the Respondents:

- a. The Respondents failed to construct a watchmen/security room in the basement/cellar as mandated by the approved plan.

- b. Separate transformers were to be installed for each block. The Respondents failed to comply with this requirement.
 - c. The approved plan required allocation of one generator per block. However, the Respondents provided only one generator for two blocks.
 - d. Common amenities were to be provided block-wise. The Respondents failed to adhere to this requirement.
 - e. The parking slots were not constructed with standard measurements. The Respondents failed to reserve adequate visitor/staff parking and did not ensure that parking slots are assigned as per blocks without interchanging.
 - f. Substandard materials lacking ISI certification were used, resulting in visible cracks in the walls within a few years of construction.
 - g. Due to inferior quality construction, wooden doors and fittings have become dislodged, allowing water seepage and pest ingress.
 - h. A second entry/exit gate, as per approved layout, was not constructed.
 - i. The undivided share in common areas has not been registered in favour of the Complainant Society, despite physical possession of flats.
 - j. No provision has been made for garbage bins or common washrooms/toilets for staff and visitors at the stilt level, which were shown in the approved plan.
8. It is alleged that various promises were made to flat buyers at the time of sale, including the construction of a second gate, installation of transformers and generators, and a watchmen room, all in conformity with the building permit order dated 19.02.2019. However, these assurances have not been honoured.
9. The Complainant submits that members of the Society placed complete faith in the Respondents' representations and invested their life savings in purchasing the flats. However, the acts of the Respondents have violated their statutory obligations under the RE(R&D) Act, as well as GHMC construction norms.
10. After possession, the flat owners reportedly observed multiple quality issues, including wall cracks, water leakage, and dislodgement of wooden frames due to use of poor-quality, uncertified construction materials.
11. There have also been difficulties related to parking, as the parking area lacks adequate sizing and demarcation. Numerous complaints to the Respondents were met with silence, and no corrective action has been initiated.

12. It is further alleged that Respondents have unlawfully sold and allotted parking areas in the premises to unauthorized persons, including owners of Flat No. 501 and Plots 97 & 98 of "Pranava Residency", thereby depriving legitimate owners of their rightful parking spaces.

13. Even prior to the formation of the Society, individual flat owners had repeatedly communicated their grievances to the Respondents. However, such communications were ignored, without any constructive response.

14. The Complainant further states that it was the obligation of the Respondents to initiate formation of a society or association, which was willfully evaded. Allegedly, the Respondents encroached upon common areas and delayed institutionalization of a residents' body for personal gain. Consequently, the flat owners were compelled to independently constitute the present Society for effective management and protection of collective rights.

15. Acting through the Society, the Complainant submitted formal representations highlighting all aforementioned issues. Despite service of the representation upon the Respondents on 20.01.2024, the Respondents issued a reply dated 24.01.2024 through an advocate, denying the claims and raising baseless contentions, contrary to the terms of the registered sale deeds and approved plan.

16. The Complainant further contends that the construction carried out by the Respondents is in direct contravention of Section 14 of the RE(R&D) Act, as well as the brochure circulated at the time of marketing the project. The Petitioners reserve their right to seek compensation under applicable legal provisions before appropriate forums.

B. Relief(s) Sought:

17. In light of the foregoing facts and circumstances, the Complainant Society respectfully prays that this Hon'ble Authority may be pleased to pass orders directing the Respondents to:

- i. Complete the construction of the Watchmen Room, and fulfill the commitment to construct the same in the cellar area, in strict conformity with the approved building plan;
- ii. Install separate electrical transformers for each block, as per the sanctioned building plan, within a time period to be stipulated by this Hon'ble Authority;
- iii. Provide individual and independent generators for each block, in accordance with the approved layout plan and promotional representations made to the flat buyers;
- iv. Construct a second gate at the designated location within the project premises, in adherence to the approved layout plan and in compliance with applicable building norms;

- v. Replace all rusted, decayed, and non-standard construction materials, including but not limited to wooden frames and doors, with ISI-certified fittings and durable materials of appropriate quality;
- vi. Rectify structural defects and construction deficiencies by engaging qualified experts to refill all visible cracks in the structural walls using standard crack-filling materials and approved procedures, and to remedy water leakages, wall seepage, and detachment of wooden fixtures;
- vii. Replot and redesign the parking area and driveway, ensuring that parking spaces are of standard and adequate dimensions, and allot one such space to each unit holder, leaving surplus parking slots available for use by visitors, staff, and service providers;
- viii. Pass such other and further orders as this Hon'ble Authority may deem just, fit, and proper in the facts and circumstances of the case and in the interest of justice.

C. Reply of the Respondent:

18. The Respondent submits the following detailed response to the complaint filed by certain residents of Block A in the residential apartment project developed by the Respondent. The allegations made in the complaint are denied in their entirety unless specifically admitted herein, and it is submitted that the same are not only factually misconceived but also legally untenable.

19. At the outset, the Respondent submits that the entire residential apartment complex, including Block A and other residential blocks, was developed in accordance with the sanctioned building plan, layout plan, and all requisite statutory approvals granted by the competent authorities, including the Municipal Corporation and Urban Development Department. The development was carried out in strict conformity with the permissions granted under the applicable town planning laws, building regulations, and the Real Estate (Regulation and Development) Act, 2016.

20. The Respondent clarifies that Block A was constructed as an integral part of the larger residential development, and all infrastructure, amenities, and common areas were designed and executed to cater to the needs of all residents of the project, including those residing in Block A. The planning philosophy adopted for the project was that of a unified residential complex with shared access to common amenities such as the clubhouse, landscaped gardens, children's play area, jogging tracks, multipurpose hall, gymnasium, visitor parking, and internal roads. These amenities were clearly depicted in the sanctioned plans and were consistently

represented in the marketing brochures, promotional material, and model apartments displayed at the project site.

21. Each allottee, including those from Block A, was provided with a draft of the Agreement for Sale prior to execution, which unequivocally recorded the extent of the unit being sold, the right to use common areas and facilities, and the non-exclusive nature of such usage rights. The Respondent submits that the allegation that Block A was promised exclusive use of any particular amenity is entirely false and contrary to the contractual documents executed with the allottees. No such assurance was ever given verbally or in writing, and no evidence to the contrary has been placed on record by the Complainants. The usage of the clubhouse and other amenities by all blocks is in consonance with the principle of common ownership and undivided share in the land and infrastructure.

22. With respect to the grievance regarding the delay in formation of the association of allottees, the Respondent submits that it has proactively engaged with residents of all blocks, including Block A, to facilitate the formation and registration of the association under Section 11(4)(e) of the Act. Multiple meetings were convened, notices were circulated, and email communications were sent requesting residents to come forward to form an ad hoc core committee and finalize the bye-laws. Unfortunately, despite these initiatives, there was considerable delay and discord among the residents themselves, with divergent opinions on whether the association should be formed block-wise or for the project as a whole. A section of residents from Block A insisted on a separate association, while others advocated for a unified body, thereby resulting in a deadlock. The Respondent categorically submits that it cannot be held responsible for the impasse created by the internal disagreements of the allottees.

23. In accordance with its statutory obligations, the Respondent has drafted the model bye-laws and deed of declaration and is ready to provide necessary support for registration. The lack of consensus among residents is the principal cause of delay, and the Respondent reiterates its willingness to extend administrative assistance and coordination to ensure compliance with the Act.

24. On the issue of parking, the Respondent submits that parking spaces have been allotted strictly in accordance with the terms of the sale agreements. Where a specific parking slot was promised and paid for by an allottee, the same has been allotted in writing and duly demarcated. In all other cases, allocation has been done through a fair and transparent process, ensuring that all residents receive adequate parking based on availability. The parking layout was approved by the Municipal Corporation and forms part of the sanctioned plans. The

Respondent has not exceeded the permissible limit of parking allotments, nor has it engaged in any unauthorized sale of parking slots.

25. Allegations suggesting discrimination or preferential treatment in allotment of parking to residents of other blocks over those of Block A are baseless and motivated. It is pertinent to note that in certain instances, disputes among flat owners in Block A regarding their respective parking boundaries and markings have led to confusion. However, such interpersonal disagreements between residents fall outside the purview of the Respondent's responsibilities, especially after handover of possession.

26. With regard to the quality of construction and materials used, the Respondent submits that the entire project was constructed using high-quality, ISI-marked materials sourced from reputed vendors. The construction was carried out under the supervision of qualified structural engineers, architects, and third-party quality auditors who issued compliance and completion certificates. All relevant quality test reports, including cube tests for concrete, steel testing certificates, waterproofing certificates, and fire safety certifications, are available for inspection.

27. The Respondent categorically denies that any substandard or inferior materials were used. The Respondent has addressed all legitimate complaints during the defect liability period as mandated under Clause 12 of the Agreement for Sale and continues to provide maintenance support. Seepage, plaster cracks, or minor wall dampness reported by some residents are common occurrences in high-rise buildings subject to climatic variation and do not indicate poor construction. The Respondent has always responded promptly to service requests and has maintained an on-site maintenance team to attend to resident grievances.

28. It is further submitted that several of the issues raised in the complaint are rooted in conflicts among residents of Block A themselves, with differing factions making contradictory demands. These disputes have led to miscommunication and unfounded allegations against the Respondent. The Respondent cannot be held liable for delays or disagreements arising out of such internal community discord. In fact, the Respondent has acted as a facilitator to resolve many of these issues and has provided assistance beyond its contractual obligations to ensure a smooth and peaceful living experience for all residents.

29. Moreover, the Complainants have failed to produce any documentary evidence to substantiate their allegations. Neither photographic proof nor expert reports nor correspondence with the Respondent has been annexed to the complaint. The absence of such evidence demonstrates that the complaint is speculative in nature and does not meet the evidentiary threshold required for intervention by the Hon'ble Authority.

30. In conclusion, the Respondent submits that it has acted in good faith and has discharged its contractual and statutory obligations diligently. The project has been developed in accordance with the approved plans, and all promises made to allottees have been fulfilled. The Respondent remains committed to cooperating with residents for formation of the association, maintenance support, and overall project sustainability. It is therefore prayed that the complaint be dismissed as being devoid of merit, and that the Respondent be granted such further relief as this Hon'ble Authority may deem just and proper in the facts and circumstances of the case.

D. Rejoinder:

31. Identity of Projects and Blocks in Law: The Respondents, in their quest for profiteering, have deceptively merged two distinct real estate projects registered with TGRERA *Pranava Elite* and *Pranava Residency* into a fictitious entity called *Pranava Tranquil*, which is non-existent in the eyes of law.

a. *Pranava Elite* is a registered real estate project consisting of 15 residential units with 15 covered parking spaces, constructed on Plot Nos. 96 & 97. The RERA Application No. is REA02400013144, and Project Registration No. is P02400001704, approved on 19.02.2019. (Annexure – I)

b. *Pranava Residency* is separately registered, consisting of 10 residential units with 10 covered parking spaces on Plot Nos. 97 & 98. RERA Application No. is REA02400013172, and Project Registration No. is P02400001884, approved on 28.09.2018. (Annexure – II)

c. There exists no registered or approved project by the name *Pranava Tranquil* with 25 flats divided into Blocks A & B. The same is a fictitious construct fabricated by the Respondents for ulterior gain.

32. Mechanism of Fraudulent Merger: The illegal merger was enabled through a calculated series of misrepresentations, deviations from sanctioned plans, and contraventions of law:

a. Fraud upon GHMC: The Respondents constructed both projects simultaneously but erected a separating wall during GHMC inspections to obtain the Occupancy Certificate. Post-inspection, the wall was demolished, and the projects were fraudulently merged and misrepresented as a single block (A & B).

b. Deviation from Sanctioned Plan: Absence of several essential amenities such as the South Compound Wall, Transformer, Second Gate, Watchman Room, Generator, and deviation in the number and size of parking spaces (16 instead of 15), all demonstrate violations.

33. Delay in Formation of Association: Due to the illegal merger, the Complainants were unable to register the Society for three years, as under law, only members of a registered project may form such an association. Owing to the legal impossibility of registering one Society for two distinct legal entities, the *Pranava Elite Association* was finally registered on 17.02.2023.
34. The obligation to form the association originally rested with the Respondents. Their failure to do so, and the questioning of the legitimacy of the registered association at this stage, is a mala fide tactic to delay proceedings and obfuscate the issue.
35. In reply to Respondents it is submitted that the Respondents are put to strict proof regarding the legitimacy of permissions obtained, adherence to sanctioned plans, and statutory compliance. The built-up area mentioned (106,502) was an inadvertent error being rectified through an Interim Application.
36. There exist no internal disputes among flat owners except those manufactured by the Respondents. The police complaint cited by Respondents pertains to a single flat owner acting in collusion with them and who has neither paid dues nor joined the Association. Legal remedies are being pursued.
37. The Respondents failed to construct a separate security/watchman room as promised. This violates basic safety standards and is inconsistent with approved plans.
38. Despite the legal separateness of the projects, the Respondents procured a single transformer for both by misrepresenting the merged project to TSSPDCL. No written consent from 2/3rd of the allottees has been obtained under Section 14 of the RERA Act, 2016.
39. The Respondents' concept of blocks is a legal fiction. The actual facts, backed by TGRERA-approved documents, are as follows:
- a. Parking Spaces: 15 approved, 16 constructed without written consent of 2/3rd of allottees. Resulting congestion is a nuisance.
 - b. Allotment to Non-Resident: A parking space has been wrongfully allotted to a non-resident.
 - c. Biased Allotment: Allocation appears arbitrary and based on personal preferences.
40. No separate generator for *Pranava Elite* has been provided. No consent was ever given by 2/3rd allottees for a shared generator.
41. Sub-standard construction practices have led to severe cracks and structural deterioration. An Interim Application has been filed seeking expert inspection. Section 14(3)

of the RERA Act mandates rectification of defects notified within five years from possession. The Respondents remain liable.

42. The deviation from approved plans is stark—two gates shown, but only one constructed. Any changes post-approval require 2/3rd consent which has not been obtained.

43. Transfer of common areas is statutorily required under Sections 11(4)(a), 11(4)(f), 17, and 19 of the RERA Act, 2016. The Respondents' failure to do so, while hiding behind the fictitious "block" structure, is mala fide.

44. Approved layout shows two toilets near parking area, Watchman Room, Garbage Bin, and Green Area (1-metre-wide on South). These are absent, violating approved plans and endangering resident welfare.

E. Observations of the Authority:

45. From the perusal of the record, and in brief, it is submitted by the Complainant Association that they had collectively purchased units in the project titled "*Pranava Elite*", which was launched and developed by the Respondent and registered with this Authority under Registration No. P-2400001704 dated 18.02.2020. The Complainants contend that after having taken possession of their respective flats, they observed several deviations, deficiencies, and non-adherence to sanctioned plans and statutory norms by the Respondent. Aggrieved by the alleged failure of the Respondent to fulfil his obligations under the provisions of the Real Estate (Regulation and Development) Act, 2016, the Complainant Association has approached this Authority seeking various reliefs, including rectification of structural defects, compliance with sanctioned building plans, and provision of certain promised amenities and facilities.

46. Whereas, the Respondent has denied all allegations. It is their submission that the construction has been carried out strictly in accordance with the sanctioned plan and no deviation has taken place. It was further stated that all materials used are ISI-marked and conform to standard quality norms. The alleged structural defects and quality concerns have been contested in totality.

47. One of the reliefs sought pertains to the construction of a watchman room in the cellar, allegedly promised by the promoter. The Authority has examined the sanctioned plan on record and finds no provision for a watchman room in the cellar area. In absence of such a provision in the sanctioned plan, the Authority is of the considered view that the promoter cannot be

compelled to construct a facility not forming part of the approved layout. Accordingly, this relief cannot be granted.

48. The sanctioned plan does incorporate provision for toilets in the cellar. The Authority directs the Respondent to construct the toilets as per the sanctioned plan without any further delay.

49. The Complainants have alleged that a separate transformer was to be provided for each block. The Respondent contends that the existing transformer capacity is sufficient to cater to both blocks, and no deficiency exists. The Authority notes that no electrical deficiency or cogent documentary evidence has been submitted by the Complainants to refute the Respondent's claim or to demonstrate inadequacy in capacity. In the absence of credible evidence, the Authority finds no grounds to interfere and declines to grant relief on this issue.

50. With respect to the alleged requirement for separate generators for each block, the Authority observes that no specific representation or commitment regarding separate generators is found either in the RERA project Registration portal information or in the Agreement for Sale executed between the parties. In the absence of any contractual obligation, this demand cannot be entertained.

51. The issue regarding the construction of a second entry gate has also been raised by the Complainant Association. It is their case that, despite the Respondents having allegedly merged two separately registered projects into one integrated complex, they failed to provide separate entry gates for each project and instead constructed a single main gate catering to both blocks. However, the sanctioned plan specifically depicts two separate gates for the project in which the Complainants are allottees. The Respondent has contended that three gates have been constructed, and that the elevation plan attached to the project brochure depicted two gates. Upon examination of the sanctioned building plan, the Authority finds that two gates were duly approved by the competent authority. In view of the same, and in terms of the mandate under Section 14(1) of the Real Estate (Regulation and Development) Act, 2016, the promoter is duty-bound to execute the project in strict conformity with the sanctioned plan and specifications. Accordingly, the Respondent is directed to ensure that the gate provisions are implemented strictly as per the sanctioned plan. Any deviation therefrom is impermissible.

52. The Complainants have further alleged poor construction quality, presence of structural cracks, and use of rusted or substandard materials. In support of these claims, only three indistinct photographs have been submitted. Upon careful scrutiny, the Authority finds that

these photographs are vague and lack sufficient clarity to establish any definitive correlation with the subject project. No technical inspection report, expert opinion, or any other reliable documentary evidence has been submitted to substantiate these allegations. An Interlocutory Application filed by the Complainants seeking inspection was also rejected by this Authority for lack of prima facie evidence warranting such action.

53. In light of the above, the Authority holds that the Complainants have failed to discharge the burden of proof in respect of the allegations relating to structural cracks and substandard materials. Accordingly, no relief is granted on these issues.

54. With respect to the issue of water seepage, the Respondent has neither categorically denied its existence nor produced any material to rebut the allegation. Instead, the Respondent has attributed the same to seasonal weather fluctuations, normal wear and tear, and alleged poor maintenance by the allottees..

55. The Authority finds this submission misconceived and untenable in law. It is necessary to reiterate that under Section 14(3) of the said RE(R&D) Act, the promoter is liable to rectify any structural defect or any other defect in workmanship, quality, or provision of services as may be brought to his notice within a period of five years from the date of handing over possession, and that too without any further charge to the allottee.

56. In the present case, as the issue of water seepage has been raised within three years of handing over possession evident by the Occupancy certificate dated 05.01.2021 the defect falls well within the statutory defect liability period. The Respondent cannot abdicate its responsibility by merely invoking general wear and tear or passage of time. Accordingly, the Authority directs the Respondent to carry out necessary repairs and rectify the issue of water seepage at the earliest, at no cost to the allottees.

57. As regards the wall cracks, for the reasons already recorded, the Authority finds no material evidence sufficient to substantiate the claim. Hence, this relief stands declined.

58. The Complainants, in their rejoinder, have raised a significant contention alleging that the Respondents have illegally merged two separately registered real estate projects, namely “*Pranava Elite*” and “*Pranava Residency*”, and thereafter marketed and advertised the merged project under the unauthorized name “*Pranava Tranquil*”. As per the records, the project *Pranava Elite* is registered with this Authority under Registration No. P02400001704, comprising 15 residential units and 15 covered car parking spaces, situated on Plot Nos. 96 and 97. Separately, *Pranava Residency* is registered under Registration No. P02400001884,

comprising 10 residential units and 10 covered car parking spaces, situated on Plot Nos. 97 and 98.

59. In response, the Respondents have contended that they had entered into a development agreement with the landowners to construct the two blocks, Block A and Block B as a single integrated residential complex. It was submitted that the construction of both blocks was undertaken simultaneously and that a common brochure was issued, containing specifications and details of both blocks. The said brochure, submitted by the Respondents themselves, bears the name “*Pranava Tranquil*” and was used for the purpose of marketing and sale of flats in both the registered projects.

60. Upon perusal of the brochure and materials on record, the Authority finds that the Respondent Promoter has indeed marketed the two separately registered projects under the unregistered name “*Pranava Tranquil*”. This is in clear derogation of the statutory mandate under the RE(R&D) Act and the Rules framed thereunder. It is imperative that a promoter advertises and markets a real estate project only under the name registered with the Authority, and no unregistered or altered name may be used to represent one or more registered projects as a single consolidated entity unless duly permitted.

61. In this regard, the Authority deems it appropriate to refer to the provisions of Section 11(2) of the Real Estate (Regulation and Development) Act, 2016, which reads as under:

“The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and shall include the registration number obtained from the Authority and such other matters incidental thereto.”

62. The statutory intent is explicit, all promotional material and advertisements must reflect the actual registered name of the project and include the correct registration number and information issued by the Authority. The Promoter cannot misrepresent or rebrand the project in a manner inconsistent with its official registration, as it misleads allottees and prospective buyers.

64. The Authority is of the considered view that the act of marketing and advertising the two projects under the common name “*Pranava Tranquil*”, which is not the name provided before this Authority while registering the project with the Authority, constitutes a violation of Section 11(2) of the RE(R&D) Act and consequently attracts penalty under Section 61 of the RE(R&D) Act.

65. Accordingly, in view of the above findings, the Authority imposes a penalty of Rs. 7,68,400/- (Rupees Seven Lakh Sixty Eight Thousand Four Hundred only) upon the Promoter for violation of Section 11(2) read with Section 61 of the Real Estate (Regulation and Development) Act, 2016, in respect of the project *Pranava Elite* (Reg. No. P02400001704).

F. Directions of the Authority

66. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are issued to the Respondents:

- a. For contravention of the provisions of Section 11(2) of the RE(R&D) Act, Respondent No. 1 is held liable under Section 61 thereof. Accordingly, Respondent No. 1 is directed to pay a penalty of Rs. 7,68,400/- (Rupees Seven Lakh Sixty Eight Thousand Four Hundred only), within a period of thirty (30) days from the date of this Order. The said penalty shall be deposited in favour of the TGRERA Fund, either through a Demand Draft or by way of online transfer to the AccountNo.: 50100595798191, Bank: HDFC Bank, IFSC Code: HDFC0007036.
- b. Respondent No. 1 shall rectify the issue of water seepage within thirty (30) days from the date of this Order, in compliance with Section 14(3) of the RE(R&D) Act. No costs shall be levied upon the allottees for such rectification.
- c. Respondent No. 1 is directed to construct the toilets in the stilt floor strictly as per the sanctioned plan, and any deviation therefrom is expressly prohibited.
- d. Respondent No. 1 shall forthwith cease all forms of advertisement and promotion of the project under any name other than the one registered with this Authority. Compliance with Section 11(2) shall be strictly observed in all future marketing efforts.

67. The parties shall bear their own costs. 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.

68. In view of the above findings and directions, the present complaint stands disposed of.

**Sd-
Sri. K. Srinivas Rao,
Hon'ble Member
TG RERA**

**Sd-
Sri. Laxmi NaryanaJannu,
Hon'ble Member
TG RERA**

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