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

Date: 3rd August, 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

COMMON ORDER IN COMPLAINT NUMBERS 402/2025, 403/2025, 404/2025, 405/2025, 406/2025, 407/2025, 408/2025, 409/2025 & 410/2025.

Complaint No. 402/2025/TG RERA

Tolakoppula Vidyasagar
Plot. No: 1, Near Hanumaan Temple,
Shanthi Nagar, Nalgonda, District Nalgonda - 508001.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 403/2025/TG RERA

Perumalla Devapriyam Rajasri
H. No: A/207, Hill Colony, Nagarjuna Sagar
Peddavoora Mandal, District Nalgonda - 508202.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 404/2025/TG RERA

Srikakulapu Prashanti
H.No: 5-8-550, Near Mekala Abhinav Stadium,
Peddabanda, Gollaguda, Nalgonda,
District Nalgonda - 508001.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 405/2025/TG RERA

Vemula Laxmi
H.No:5-12-635/1, Durga Colony,
BTS Nalgonda. - 508001.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 406/2025/TG RERA

Burugu Krishnaiah
H.No: 9-84, Santhosh Nagar, Village and Mandal Chityal,
District Nalgonda-508114-Telangana.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 407/2025/TG RERA

Puchakayala Devender Reddy
H.No: 5-12-453, Srinivasa Colony, BTS, Nalgonda,
District Nalgonda-508001-Telangana

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 408/2025/TG RERA

Bala Shilpa
Plot.No: 102, Sri Laxmibalaji Residency,
Beside Chetneys Bar & Restaurant, NG Colony,
Nalgonda, District Nalgonda - 508001.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 409/2025/TG RERA

Kothi Devakarna
H. No: 5-12-452/1, Srinivasa Colony, BTS,
MLG Road, Nalgonda, District Nalgonda - 508001.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment
Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

Complaint No. 410/2025/TG RERA

Rangapuri Sravanthi
H. No: 5-7-177/2, Rajanagar, Near Agriculture Godown.
Miryalguda Road, Nalgonda Town. District Nalgonda - 508001.

…Complainant

Versus

1. **Puttala Ravi Kumar**
2. **Puttala Raj Kumar**

Flat. No: E204, Fresh Living Apartment

Vittal Rao Nagar, Madhapur, KV Ranga Reddy Dist.

…Respondents

The present matter filed by the Complainants herein came up for final hearing before this Authority in the presence of Complainants and Drupad Sangwan and C. Karthikeya Reddy on behalf of Respondents; upon pursuing the material on record and on hearing arguments of both the parties and having stood over for consideration till this day, this Authority proceeds to pass the following **ORDER:**

2. The present Complaints 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 relief(s) against the Respondents.

A. The brief facts of the case, as stated by the Complainants, are as follows:

3. It was submitted before the Authority that a batch of complaints (bearing Complaint Nos. 402/2025, 403/2025, 404/2025, 405/2025, 408/2025, 409/2025, and 410/2025) were filed by various purchasers hailing from Nalgonda against the builders, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar of RK INFRA PROJECTS. The grievances pertained to the severe delays and negligence in the construction of an apartment building named "Sahasra Residency," located in Nalgonda.

4. Detailing the individual transactions, it was placed on record that in Complaint No. 402/2025, the Complainant, Sri Tolakoppula Vidya Sagar, son of Ratnaiah, purchased Flat No. 202, situated on the 2nd floor and admeasuring 900 square feet, in December 2020. The flat was subsequently registered in November 2021. Against a total flat cost of Rs. 22,00,000/-, the Complainant paid the entire sum of Rs. 22,00,000/- through a bank loan obtained from ICICI Bank in Nalgonda. An additional amount of Rs. 8,50,000/- was paid towards bank interest and insurance.

5. In Complaint No. 403/2025, the Complainant, Smt. Perumalla Devapriyam Rajasri, wife of P. Krishnaiah, purchased Flat No. 302, situated on the 3rd floor and admeasuring 900 square feet, in July 2023, with registration completed in the same month. Against a flat cost of Rs. 27,00,000/-, the Complainant paid the full amount of Rs. 27,00,000/-, along with an additional sum of Rs. 4,60,235/-.

6. In Complaint No. 404/2025, the Complainant, Smt. Srikakulapu Prashanthi, daughter of the late Rama Rao, purchased Flat No. 402, situated on the 4th floor and admeasuring 900 square feet, in July 2021, with registration occurring in December 2021. The total cost of the flat was Rs. 30,60,000/-. The Complainant paid Rs. 26,00,000/- through a bank loan from ICICI Bank in Nalgonda, and made an additional payment of Rs. 4,18,176/- towards bank interest and insurance.

7. In Complaint No. 405/2025, the Complainant, Smt. Vemula Laxmi, wife of Saidulu, purchased Flat No. 401, situated on the 4th floor and admeasuring 1080 square feet, in July 2021, and the flat was registered in December 2021. Against a flat cost of Rs. 28,00,000/-, an amount of Rs. 26,20,000/- was paid through a bank loan from HDFC Bank in Nalgonda. An additional sum of Rs. 7,07,736/- was paid towards bank interest and insurance.

8. In Complaint No. 408/2025, the Complainant, Smt. Bala Shilpa, wife of P. Ramakrishna, purchased Flat No. 403, situated on the 4th floor and admeasuring 918 square feet, in July 2021. The flat was registered in December 2021. The total cost of the flat was Rs. 23,40,900/-. The Complainant paid Rs. 22,30,000/- through a bank loan from HDFC Bank in Nalgonda, along with an additional payment of Rs. 5,19,597/- towards bank interest and insurance.

9. In Complaint No. 409/2025, the Complainant, Smt. Kothi Devakarna, wife of Ashalu, purchased Flat No. 201, situated on the 2nd floor and admeasuring 1080 square feet, in September 2021, with registration completed in July 2022. The flat cost was Rs. 26,00,000/-, against which the Complainant paid Rs. 24,50,000/-, along with an additional Rs. 1,23,650/- specifically towards registration expenses.

10. In Complaint No. 410/2025, the Complainant, Smt. Rangapuri Sravanthi, wife of Kallepuram Ramesh, purchased Flat No. 503, situated on the 5th floor and admeasuring 918 square feet, in July 2021, and the flat was registered in March 2022. The cost of the flat was Rs. 24,80,000/-. The Complainant paid Rs. 21,50,000/- through a bank loan from HDFC Bank in Nalgonda, and made an additional payment of Rs. 5,67,644/- towards bank interest and insurance.

11. It was further submitted that at the time of purchasing their respective flats, the builders had made specific promises regarding the timeline for the completion of the apartment building. The builders had promised to complete the construction within six months for the

Complainants in cases 403/2025 and 404/2025; within twelve months for the Complainants in cases 402/2025, 405/2025, 408/2025, and 410/2025; and within eighteen months for the Complainant in case 409/2025. However, it was averred that despite these initial promises, the construction as mandated by the agreements remained completely unfinished even up to June 2025.

12. To address these severe delays, joint meetings were convened involving the builder, Sri Puttala Ravi Kumar, the flat owners, and the landowners. It was placed on record that during meetings held in February 2024 and April 2024, the builders promised to complete the construction by August 2024. In the specific instance of Complaint No. 408/2025, a promise was recorded during the February 2024 meeting to complete the construction by 31.08.2024.

13. To secure these revised timelines, the builders executed written agreements with the Complainants, stipulating that if they failed to complete the construction by the newly promised dates, they would undertake the financial burden of paying the Complainants' bank EMIs or providing monthly rent until the apartment's completion. Specifically, the written agreements bound the builders to pay the bank EMIs commencing from November 2023 (for Complaint 408/2025), from March 2024 (for Complaint 404/2025), and from September 2024 (for Complaints 402/2025, 403/2025, 405/2025, 409/2025, and 410/2025). Furthermore, in lieu of EMIs, the builders had explicitly agreed to pay monthly rents to certain purchasers, specifically Rs. 26,594/- per month for the Complainant in case 403/2025, and Rs. 10,000/- per month for the Complainant in case 409/2025.

14. The Complainants emphatically submitted that despite executing these written agreements and making repeated promises, the builders entirely failed to honor their commitments. It was averred that as of June 2025, the apartment building had not been completed, nor had the builders paid a single bank EMI or any of the agreed monthly rent amounts.

15. Consequently, it was pleaded that the persistent negligence exhibited by the builders, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar, in the construction of the Sahasra Residency apartment had caused severe financial and emotional distress to the Complainants over a prolonged period ranging from the last two to four years.

The brief facts of the case, as stated by the Complainants in case nos 406/25 and 407/25, are as follows:

16. It was submitted before the Authority that a consolidated set of facts arose from two related complaints, bearing Complaint Nos. 406/2025 and 407/2025, filed by the respective landowners against the builders, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar of RK INFRA PROJECTS, Hyderabad.

17. Detailing the ownership and specific properties involved, it was placed on record that the Complainant in Complaint No. 406/2025, Sri Burugu Krishnaiah, son of Venkaiah and resident of Chityal, District Nalgonda, was the absolute owner of Plot No. 95, admeasuring an extent of 426.66 square yards. The Complainant in Complaint No. 407/2025, Sri Puchakayala Devendar Reddy, son of Linga Reddy, residing at H. No. 5-12-453, Srinivasa Colony, BTS, Nalgonda, was the absolute owner of the adjacent Plot No. 94, admeasuring an extent of 444.44 square yards. Both plots were situated in Nalgonda Town, Ward No. 5, BTS, Srinivasa Colony, under Survey Nos. 489, 490, and 507, bringing the total combined extent of the land owned by the co-plot owners to 871.10 square yards.

18. It was averred that the said co-plot owners entered into a joint Development Agreement on February 25, 2021, with the builder, Sri Puttala Ravi Kumar of RK INFRA PROJECTS. Under the specific terms of this development agreement, the developer and the landowners agreed to share the entire residential housing complex in a ratio of 70:30. The specified built-up area for the project was 23,850 square feet, which included common areas, with a permissible minor deviation of ten percent as per the construction requirements.

19. Regarding the timelines for completion, it was agreed that the developer would deliver the respective percentage share to the landowners within eighteen months from the date of obtaining the sanctioned permission for the construction of the building or from the pooja date, whichever occurred later. This timeline was subject to an additional grace period of three months. The agreement explicitly stipulated a penalty clause wherein, if the developer failed to complete the construction within this timeframe, the developer would be liable to pay rent at the rate of Rs. 5/- per square foot per month following the expiration of the grace period.

20. The Complainants submitted that at the time of executing the agreement, the builder had firmly promised that the apartment would be completed within the stipulated eighteen months. However, it was brought to the Authority's notice that as of June 2025, the construction

of the apartment remained incomplete. Providing the current status of the project, the Complainants detailed that only sixty percent of the apartment building's construction had been completed. Despite this incomplete status, the builder had already sold twelve flats and had collected ninety-five percent of the total money from those flat buyers. It was additionally noted that Flat Nos. 102 and 103 had been subjected to a municipal mortgage.

21. Consequently, it was pleaded that for the last five years, the builders, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar, had exhibited severe negligence in the construction of the apartment. This prolonged delay and negligence had caused profound financial and emotional distress to the Complainant landowners.

B. Relief(s) Sought

22. Accordingly, Complainant(s) in **Complaint No. 402/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs. 30 lakh 50 thousand we paid as compensation for not being able to complete the construction of the apartment on time.*

ii. *To direct the respondent to pay compensation Bank EMI Rs. 15,000/- Place interest amount handling over Flat from Sep-2024.*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 8/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

23. Accordingly, Complainant(s) in **Complaint No. 403/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs. 31,60,235 we paid as compensation for not being able to complete the construction of the apartment on time.*

ii. *To direct the respondent to pay compensation Rs. 26,594/- per month as house rent from Sep-2024.*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 4/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

24. Accordingly, Complainant(s) in **Complaint No. 404/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs. 31,08,176/- we paid as compensation for not being able to complete the construction of the apartment on time.*

ii. *To direct the respondent to pay compensation Bank EMI Rs.20,000/- Place interest amount handling over Flat.*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 8/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

25. Accordingly, Complainant(s) in **Complaint No. 405/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs. 34,58,736/- we paid as compensation for not being able to complete the construction of the apartment on time.*

ii. *To direct the respondent to pay compensation Bank EMI Rs.21,302/- Place interest amount handling over Flat.*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 4/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

26. Accordingly, Complainant(s) in **Complaint No. 408/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs. 27,49,597/- we paid as compensation for not being able to complete the construction of the apartment on time.*

ii. *To direct the respondent to pay compensation Bank EMI Rs.14,788/-Place interest amount handling over Flat from Nov-2023*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 4/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

27. Accordingly, Complainant(s) in **Complaint No. 409/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs 31,86,150/- we paid as compensation for not being able to complete the construction of the apartment on time?*

ii. *To direct the respondent to pay compensation Rs. 10,000/- per month as house rent from Sep-2024.*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 4/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

28. Accordingly, Complainant(s) in **Complaint No. 410/2025** sought the following reliefs:

i. *To direct the respondent to pay us an additional 25% of the Rs 30 lakh 47 thousand 644 we paid as compensation for not being able to complete the construction of the apartment on time?*

ii. *To direct the respondent to pay compensation Bank EMI Rs.18,556/- Place interest amount handling over Flat from Sep-2024.*

iii. *To direct the respondent to complete the construction as in shape immediately as already the time 4/2024 recent agreement.*

iv. *To direct the respondent to get the RERA Registration.*

v. *To direct the respondent to pay the municipal house Tax till to date.*

29. Accordingly, Complainant(s) in **Complaint Nos. 406/2025 and 407/2025** sought the following reliefs:

i. *To the direct the respondents Plot No: 102, 103 (in First Floor) in Municipal mortgage be handover to us.*

ii. To the direct the respondents to pay compensation Rs.5/- per Sft (total aft is 3238.) for month after grace period.

iii. To the direct the respondents to complete the construction as in shape immediately already the time Feb. 2024 and Nov-2024 recent agreements.

iv. To the direct the respondents to pay the municipal house tax till to date.

v. To the direct the respondents to pay compensation after grace period.

C. Counter filed by the Respondents in 402/2025 and adopted in 403/2025, 404/2025, 405/2025, 408/2025, 409/2025, & 410/2025.

30. The Counter Affidavit was filed by the Respondent Firm RK Infra Projects, represented by its Managing Partner, Sri Puttala Ravi Kumar. The Deponent solemnly affirmed that he was well aware of the facts of the case and authorized to depose on behalf of the Respondent Firm. At the outset, it was respectfully submitted that all the averments and contents stated in the Complaint were denied *in toto*, individually and specifically, except those specifically admitted. It was stated that nothing should be deemed admitted by a mere reason of non-traverse. The Respondent contended that the complaint was not only without merit but also totally misconceived, raising no substantial question of law for consideration regarding the role or liabilities of the Respondent. Furthermore, it was alleged that the complaint constituted a gross misuse of the process of law and that the Complainant was guilty of *suppressio veri* and *suggestio falsi* for advertently not providing the correct factual background.

31. A preliminary objection was raised regarding the maintainability of the complaint. It was submitted that the complaint was *ex facie* not maintainable under the proceedings initiated in Form 'M', as a bare perusal of the reliefs sought demonstrated that the Complainant was seeking compensation. It was argued that a claim for compensation is required to be adjudicated strictly in accordance with the procedure prescribed under the Real Estate (Regulation and Development) Act, 2016, before the competent forum (Adjudicating Officer) and cannot be entertained or granted in a Form 'M' complaint. Consequently, it was contended that the invocation of Form 'M' for seeking such reliefs was contrary to the provisions of the Act and Rules, rendering the complaint liable to be dismissed *in limine*.

32. Regarding the factual matrix, it was submitted that the Respondent Firm, was a partnership firm incorporated in 2019. It was stated that the subject land, admeasuring 871.10

square yards (728.32 sq. mtrs.) situated at Plot Nos. 94 and 95, Srinivasa Colony, Nalgonda Town, was jointly owned by Mr. Burugu Krishnaiah and Mr. Puchakayala Devender Reddy. It was submitted that the Land Owners had obtained municipal permission vide File No. 3048/W5/2020/4437 dated 24-02-2021 for the construction of Stilt + Five Upper Floors. Pursuant thereto, they entered into a Development Agreement-cum-General Power of Attorney (DAGPA) dated 25-02-2021 with M/s. R.K. Infra Projects, the Respondent herein.

33. It was further submitted that the Respondent Firm applied for registration of the project with the Hon'ble Telangana Real Estate Regulatory Authority. Upon due scrutiny, the Authority granted registration under Section 5 of the Act vide Project Registration No. P01800003449 dated 24-09-2021, valid for a period of five years until 24-02-2027. The Respondent asserted that it ensured the project was developed in a timely and efficient manner, maintaining high standards of quality.

34. Regarding the transaction with the Complainant, it was submitted that during the course of development, the Complainant approached the Respondent expressing interest in investment. Upon the Complainant's insistence, a Registered Sale Deed dated 26-11-2021 (Document No. 24950 of 2021) was executed, conveying semi-finished Residential Flat No. 202 on the Second Floor, admeasuring 900 sq. ft., in the project "Sahasra Residency."

35. However, it was alleged that during the development, several allottees repeatedly interfered with and obstructed the progress of construction, causing grave hardship and significant unavoidable delays. It was submitted that despite repeated requests to refrain from causing disruption, certain allottees continued to pester and threaten interference, seeking to usurp the role of the developer. Notwithstanding these impediments, the Respondent submitted that it continuously endeavoured to complete the project, which had reached an advanced stage with nearly 90% of the work completed as of the date of filing the counter.

36. Addressing the specific allegations in the complaint, the Respondent denied that the transaction took place in December 2020, relying on the Registered Sale Deed date of 26-11-2021. The contentions regarding the alleged consideration of Rs. 22,00,000/- and payments towards bank interest or insurance were vehemently denied. It was argued that the Respondent had no privity or control over the Complainant's independent financial arrangements with ICICI Bank, and such costs were personal liabilities of the Complainant. The allegation that

the Respondent assured completion within 12 months was denied as false and vague, with the Respondent noting the absence of any written agreement to that effect.

37. Regarding the alleged meeting in February 2024, it was admitted that a meeting was held to address concerns. However, the Respondent categorically denied undertaking any unconditional obligation to complete the project by August 2024 or to indefinitely pay the Complainant's bank EMIs. It was submitted that any understanding was conditional and purely facilitative, subject to the cooperation of allottees, a fact allegedly suppressed by the Complainant.

38. The Respondent specifically addressed the reliefs sought. It was submitted that the claim for an additional 25% of the amount paid as compensation and the claim for bank EMI amounts were wholly misconceived and not maintainable under Form 'M'. It was reiterated that monetary compensation and consequential damages could not be adjudicated in these proceedings. Regarding the prayer for completion, it was stated that the Respondent was making *bona fide* efforts and that the project would be completed expeditiously subject to the cessation of interference.

39. The prayer seeking a direction to obtain RERA registration was termed factually incorrect and redundant, as the project was already validly registered until 2027. Similarly, the prayer for payment of municipal house tax was opposed as untenable, with the Respondent arguing that tax liability is governed by municipal laws based on occupation and possession.

40. In conclusion, it was submitted that the complaint was filed with the intent to harass and to seek reliefs impermissible under Form 'M'. The Respondent asserted that it had acted *bona fide* and in compliance with sanctioned plans. Accordingly, it was prayed that the Hon'ble Authority dismiss the complaint with exemplary costs and reject all reliefs sought.

D. Rejoinder filed by Complainants in 402/2025, 403/2025, 405/2025, 409/2025 & 410/2025

41. A batch of Rejoinder Affidavits was filed on behalf of multiple Complainants in response to the Counter Affidavits filed by the Respondents concerning the "Sahasra Residency" apartment project. The Complainants, affirming full acquaintance with the sequence of facts, transactions, and events, categorically denied all statements, allegations, inferences, and assertions made by the Respondents that were inconsistent with their claims. It was respectfully submitted that the counter affidavits were not bona fide defenses, but rather

calculated attempts to distort material facts, suppress crucial written undertakings, and evade statutory and contractual responsibilities.

42. At the outset, the Complainants collectively averred that the objection raised by the Respondents regarding the maintainability of the complaints under Form "M" was wholly misconceived, legally untenable, and raised merely as an afterthought to defeat legitimate statutory remedies available under the Real Estate (Regulation and Development) Act, 2016. It was submitted that the complaints fundamentally arose from the delay in completing a registered project, breach of promoter obligations, and non-compliance with repeated written assurances. The Complainants argued that the relief sought was not a standalone compensation claim divorced from statutory compliance; rather, it flowed directly from the admitted delay and the failure to honor obligations. Thus, the invocation of Form "M" was proper, lawful, and squarely within the scheme of the Act to ensure promoter accountability and protect allottee rights.

43. Detailing the individual transactions and the specific financial hardships incurred, the Complainants placed their respective facts on record.

44. It was submitted by the Complainant, Sri Tolakoppula Vidya Sagar, that on December 12, 2020, an agreement was entered into for the purchase of Flat No. 202 (admeasuring approximately 900 square feet) for a total sale consideration of Rs. 22,00,000/-. An advance sum of Rs. 4,00,000/- was paid on the same date. Relying on assurances of steady progress and delivery within twelve months from registration, the sale deed was registered in November 2021. Through a housing loan from HDFC Bank, a total amount of Rs. 22,00,000/- was paid to the Respondents. It was averred that due to the persistent delay, the Complainant suffered severe financial hardship, incurring housing loan EMIs, rental expenses, statutory charges, property tax, and associated financial liabilities totaling Rs. 5,50,000/- up to January 29, 2026, bringing the total incurred amount to Rs. 27,50,000/- without gaining occupation of the flat.

45. It was submitted by the Complainant, Smt. P. Devapriyam Rajasri, that in June 2023, an agreement was entered into for the purchase of Flat No. 302 (admeasuring approximately 900 square feet) for a total sale consideration of Rs. 27,00,000/-. An advance sum of Rs. 12,00,000/- was paid on that date. Relying on the Respondents' assurances of delivery within twelve months from registration, the sale deed was registered in July 2023. Through an HDFC Bank housing loan, a total amount of Rs. 15,00,000/- was paid. The Complainant submitted

that the persistent delay caused a financial hardship of Rs. 2,00,000/- up to January 29, 2026, culminating in a total financial burden of Rs. 29,00,000/- incurred till date without occupation.

46. It was submitted by the Complainant, Smt. Bala Shilpa, that on October 11, 2020, an agreement was executed for the purchase of Flat No. 403 (admeasuring approximately 918 square feet) for a total sale consideration of Rs. 23,40,900/-. An advance payment of Rs. 2,80,000/- was made. Based on promises of delivery within twelve months from registration, the sale deed was registered in December 2021. Utilizing an HDFC Bank housing loan, a total of Rs. 22,30,000/- was paid to the Respondents. The Complainant placed on record that the delay forced her to bear housing loan EMIs, rental expenses, and other statutory liabilities totalling Rs. 5,20,875/- up to January 29, 2026, resulting in a total incurred burden of Rs. 27,49,597/-.

47. It was submitted by the Complainant, Smt. Kothi Devakarna, that on April 16, 2021, an agreement was entered into for Flat No. 201 (admeasuring approximately 1080 square feet) for a total consideration of Rs. 26,00,000/-. An advance sum of Rs. 2,00,000/- was paid. Relying on assurances of delivery within twelve months from registration, the sale deed was registered in July 2022. The Complainant paid the entire amount of Rs. 24,50,000/- in cash, which constituted more than 90% of the agreement amount. It was averred that the persistent delay caused the Complainant to continue paying private loans, rental expenses, and other financial liabilities totalling Rs. 6,00,000/- up to January 29, 2026, leading to a total financial burden of Rs. 30,50,000/-.

48. It was submitted by the Complainant, Smt. Rangapuri Sravanthi, that on January 24, 2022, an agreement was executed for Flat No. 503 (admeasuring approximately 918 square feet) for a total consideration of Rs. 24,80,000/-. An advance sum of Rs. 4,25,000/- was paid. Relying on the promise of delivery within twelve months from registration, the sale deed was registered in March 2022. Through an HDFC Bank housing loan, a total amount of Rs. 21,25,000/- was paid. The Complainant stated that due to the delay, severe financial hardship was suffered, with EMIs, rental expenses, and associated liabilities totalling Rs. 21,25,000/- up to January 29, 2026, bringing the total incurred amount to Rs. 27,39,648/- without occupation of the flat.

49. The Complainants collectively submitted that despite receiving the overwhelming portion of the sale consideration (more than 90% in most cases), the Respondents completely

failed to honour their commitments to complete construction within the promised twelve-month periods, which largely expired by December 2022. Between December 2022 and April 2024, the pace of construction was sporadic, inconsistent, and grossly inadequate.

50. Recognizing the alarming delay, a meeting was convened on April 25, 2024, involving landowners, purchasers, and the Respondents. During this meeting, the Respondents executed a written undertaking acknowledging the delay and unequivocally committing to complete construction by August 31, 2024. The Respondents agreed that, in the event of failure, they would bear the monthly bank interest payable by the purchasers or pay the entire amount of the flat as per the prevailing market value.

51. It was submitted that despite the April 2024 undertaking, the Respondents failed to adhere to the August 31, 2024, timeline. Consequently, another meeting was convened in November 2024, resulting in a fresh written agreement dated November 29, 2024. Under this second agreement, the Respondents undertook to sell Flat No. 501, deploy the proceeds along with pending buyer contributions, and complete the entire construction within three months (i.e., by February 2025) strictly as per the specifications in the brochure. They again promised to bear the monthly bank interest payable by the purchasers if they failed.

52. The Complainants placed on record that even after the execution of the November 2024 agreement, the Respondents failed to complete the project by February 2025. It was averred that as of January 2026, approximately forty percent (40%) of essential construction remained incomplete. The incomplete works specifically included ground floor tiling, septic and water tank installation, lift commissioning, electrical transformer and generator setup, staircase plastering, corridor finishing, internal electrical wiring, flooring in multiple flats, door and window installations, and compound wall finishing. Photographic and video evidence was cited to substantiate these ongoing deficiencies, which rendered the apartment unfit for occupation.

53. The Complainants categorically denied the Respondents' allegations that they or other purchasers had interfered with the construction. It was asserted that at no stage did the Complainants obstruct or impede the development; rather, they consistently extended cooperation and exercised patience. The Complainants submitted that the actual cause of the delay lay entirely in the Respondents' financial and managerial failures, including inadequate

planning, diversion or misallocation of resources, and a complete failure to maintain construction momentum despite receiving substantial payments.

54. It was emphatically submitted that the Respondents' conduct constituted a clear violation of statutory obligations under Sections 11 and 18 of the Real Estate (Regulation and Development) Act, 2016, defeating the core objectives of transparency, accountability, and consumer protection. Asserting that their claims for compensation were reasonable, proportionate, and arose directly from admitted delays, written undertakings, and statutory breaches, the Complainants prayed that the evasive and misleading counter-affidavits be rejected. The Complainants respectfully prayed that the Hon'ble Authority exercise its regulatory powers to direct a time-bound completion of the project, enforce compliance, and grant appropriate relief to protect their statutory rights in the interest of justice.

E. Counter filed by Respondents in Complaint Nos 406/2025 and 407/2025

55. At the outset, it was respectfully submitted that all the averments and contents stated in the complaint were denied in toto, individually and specifically, except those that were specifically admitted. It was asserted that nothing should be deemed to be admitted by a mere reason of non-traverse.

56. The Respondent averred that the present complaint was not only without merit but also totally misconceived. It was submitted that no substantial question of law arose for the consideration of the Hon'ble Authority in the present case, nor were any of the averments or grounds contained therein relevant to the issues at hand insofar as the role, obligations, or liabilities of the Respondent were concerned.

57. The complaint was characterized as a gross misuse of the process of law. It was alleged that the Complainant was guilty of "suppressio veri and suggestio falsi" (suppression of truth and suggestion of falsehood), having advertently failed to provide the correct factual background and having deliberately concealed material facts from the Hon'ble Authority.

58. Without prejudice to the merits of the case, the Respondent filed the present preliminary counter to challenge the very maintainability of the complaint. It was noted that the complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking monetary compensation and reliefs related to the development and registration of units in the "SAHASRA RESIDENCY" project situated at Nalgonda, Telangana State. The Respondent

advanced two primary legal grounds to argue that the complaint was not maintainable in its present form and was liable to be dismissed.

59. Firstly, it was contended that the Complainant inherently qualified as a "Promoter" under the RERA Act. The Respondent submitted that the Complainant, being the landowner in the present matter, fell squarely under the category of a promoter as per the broad and inclusive definition provided under Section 2(zk) of the Act. Relying on the explanation appended to Section 2(zk), it was emphasized that where the person who develops a plot and the person who sells the apartments are different, both are deemed to be promoters and are jointly liable for the functions and responsibilities specified under the Act. To substantiate this interpretation, the Respondent relied upon the judgment of the Hon'ble High Court of Bombay in the case of *Wadhwa Group Housing Pvt. Ltd. v. Vijay Choksi and Another* (Second Appeal No. 21842 of 2023). In that judgment, the High Court observed the following

> *"18. Thus, the definition of the term "Promoter under Section 2(zk) of RERA is wide enough to include every person who is associated with construction of the building, such as builder, coloniser, contractor, developer, estate developer or by any other name or even the one who claims to be acting at the holder of a power of attorney from the owner of the land. One of the principal objectives of RERA is to bring transparency in real estate sector and to protect the interests of the consumers in the real estate project. The term 'Promoter' has been so widely defined that it virtually includes every person associated with construction of the building. Thus, even a person who is merely an investor in the project alongwith the Promoter and who is entitled to benefit in the real estate project is also covered by definition of the term Promoter".*

60. Secondly, the Respondent argued that there was absolutely no existing Promoter-Allottee relationship between the parties. It was submitted that for the adjudication of complaints filed under Section 31 of the RERA Act, it was a mandatory prerequisite that a promoter-allottee relationship be established. To support this contention, reliance was placed on an order passed by the Goa RERA in the case of *Pooja Naik vs. Vinay Bhasin* (RERA Complaint No. (227)/2021/770). In that case, the Authority held that a complaint filed by one promoter against another was not maintainable under Section 31, as such a dispute fell outside the purview of the Act. The Goa RERA order clarified that the statutory provisions primarily dealt with the rights, duties, and relationship between promoters and allottees, and nowhere was a dispute strictly between two promoters covered under those sections. Since both parties

in the present matter fell under the category of promoters, it was argued that the Complainant, being a landowner and not an allottee, could not file a complaint against another promoter before the Authority and was instead required to approach the appropriate forum for the adjudication of grievances.

61. Consequently, it was respectfully submitted that the Complainant had failed to establish a Promoter-Allottee relationship, rendering the complaint entirely non-maintainable. Reserving the right to file a detailed counter addressing the case on its merits if so required, the Respondent prayed that the Hon'ble Authority be pleased to dismiss the complaint as non-maintainable in its present form, and to grant any other relief deemed fit and proper in the facts and circumstances of the case.

F. Rejoinder filed by the Complainants in Complaint Nos 406/2025 and 407/2025

62. At the outset, the Complainants categorically denied all statements, allegations, and contentions raised in the Respondents' counter affidavit that were inconsistent with their submissions. It was asserted that the counter affidavit was merely a calculated attempt to avoid liability for prolonged delays, breaches of development obligations, and non-performance of contractual and statutory duties, and therefore deserved to be rejected in its entirety.

63. Highlighting the specific property details, it was submitted that while the facts and legal contentions in both rejoinders were identical, the specific ownership particulars of the respective Complainants differed. It was placed on record that Sri Burugu Krishnaiah (Complainant in Case No. 406/25) was the absolute owner of Plot No. 95, admeasuring 426.66 square yards, residing at Chityal Nalgonda. Conversely, Sri Puchakayala Devendar Reddy (Complainant in Case No. 407/25) was the absolute owner of Plot No. 94, admeasuring 444.44 square yards, residing at H.No. 5-12-453, Srinivasa Colony, BTS, Nalgonda. Together, these adjacent plots jointly formed a total consolidated extent of 871.10 square yards situated at Srinivasa Colony, Nalgonda.

64. Detailing the transaction, it was averred that on February 25, 2021, both Complainants jointly entered into a Development Agreement-cum-General Power of Attorney (DAGPA) with the Respondent developer. Under this agreement, the developer undertook to construct a residential apartment complex strictly in accordance with sanctioned plans and agreed specifications. The parties agreed to share the built-up area in the ratio of 70:30. The construction was mandated to be completed within 18 months from the date of sanctioned

permission, subject to an additional grace period of 3 months. The agreement expressly stipulated that in the event of any delay beyond this grace period, the developer would compensate the landowners at the rate of Rs. 5/- per square foot per month.

65. Addressing the Respondents' preliminary objections regarding maintainability, the Complainants submitted that the objection was misconceived, legally untenable, and raised solely to evade accountability. The complaint was stated to be squarely maintainable as it arose from continuing violations of promoter obligations, severe delays in the completion of a registered real estate project, and breaches of express contractual commitments.

66. The Complainants forcefully rebutted the Respondents' attempt to characterize the landowners solely as "promoters" to defeat the Authority's jurisdiction, terming it a distorted interpretation of Section 2(zk) of the RERA Act. It was clarified that while the statutory definition is broad, the present dispute arose from the Respondent developer's exclusive responsibility to construct, manage, execute, and complete the project under the DAGPA. The Complainants asserted that they were not performing developer functions, nor were they responsible for construction execution, fund mobilization, or the delivery of flats. Since the Respondents were entrusted with full development control and obligations, they could not unlawfully shift their statutory liability onto the landowners. Furthermore, the reliance placed by the Respondents on judicial precedents was dismissed as misplaced and factually distinguishable, as the present matter was not a dispute between co-promoters acting in parity, but rather concerned the developer's failure to perform construction obligations.

67. Outlining the severe breaches and delays, it was respectfully submitted that despite obtaining municipal permissions and RERA registration, the Respondent developer grossly failed to adhere to the agreed construction timeline. Even after the lapse of several years, only partial construction had been completed. It was brought to the Authority's notice that as of mid-2025, and continuing into 2026, approximately 40% of essential works remained unfinished. Furthermore, the Respondents had sold multiple flats to purchasers and collected approximately 95% of the sale proceeds, yet completely failed to deploy these funds toward the timely completion of the project. This conduct was characterised as reflecting gross financial mismanagement and neglect.

68. The Complainants placed on record that, recognising the alarming delay, meetings were conducted involving the landowners, purchasers, and the Respondents. Consequently, the

Respondents executed a written undertaking on April 25, 2024, committing to complete construction by August 31, 2024, and explicitly agreeing to bear the financial consequences of the delay. When this was not honoured, a subsequent written undertaking was executed on November 29, 2024, promising completion by February 2025. It was argued that both undertakings constituted a clear admission of delay and obligation by the developer. Despite these written assurances, the Respondents failed to honour either undertaking.

69. The Complainants provided a specific inventory of the critical works that remained incomplete, rendering the project unfit for occupation. These included flooring, lift installation, water and septic systems, electrical infrastructure, finishing works, and structural compliance elements.

70. The Complainants categorically denied the Respondents' fabricated allegations that the landowners or purchasers had interfered with the construction. It was affirmed that the Complainants had cooperated fully at all times and supported efforts toward project completion. The allegation of interference was termed a fabricated defence intended merely to deflect attention from the developer's own failures.

71. Due to this prolonged delay, the Complainants submitted that they had suffered severe financial loss, including the inability to realise their agreed share of the built-up area, loss of rental potential, mounting municipal liabilities, and ongoing economic and mental hardship.

72. In conclusion, it was respectfully submitted that the Respondents were in continuing breach of their statutory duties under Sections 11 and 18 of the RERA Act, which mandate adherence to declared timelines and the protection of stakeholder interests. Reaffirming that they had fulfilled all their obligations under the Development Agreement, the Complainants prayed that the Hon'ble Authority exercise its jurisdiction to enforce project completion, ensure statutory compliance, and grant appropriate relief in the paramount interest of justice. The Complainants also formally reserved the right to file additional material with the permission of the Hon'ble Authority.

G. Point(s) for Consideration

73. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following points arise for determination in the present complaint:

I. Whether the Complainants are entitled to the reliefs as prayed for? If yes, to what extent?

H. Observations of the Authority

Point I

74. The Complainants in Complaint Nos. 402/2025, 403/2025, 404/2025, 405/2025, 408/2025, 409/2025, and 410/2025 have filed their respective complaints against the same Respondents, namely Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar of M/s. RK Infra Projects, pertaining to the same real estate project "Sahasra Residency," and seeking similar reliefs with regard to completion of construction, compensation, RERA registration, and payment of municipal house tax. In view of the commonality of the Respondents, the project, and the nature of the reliefs sought across all seven complaints, this Authority proceeds to make a common observation and pass a common order in all the said complaints.

Relief regarding Completion of Construction

75. The principal relief sought by all the Complainants across the present batch of complaints is a direction to the Respondents to complete the construction of the project "Sahasra Residency" and hand over possession of the respective units forthwith. Under Section 11(4)(a) of the RE (R&D) Act, 2016, a promoter is obligated to abide by the time schedule for completing the project or phase thereof and to hand over possession in accordance with the terms of the agreement for sale executed with the allottees. This obligation is not merely contractual but constitutes a non-delegable statutory duty enforceable before this Authority. In the present batch of complaints, it is evident from the material on record that the Respondents, at the time of execution of their respective agreements with the Complainants, gave specific and unambiguous assurances regarding the timeline for completion and delivery of possession. These assurances, having been incorporated into the agreements of sale, are binding upon the Respondents both contractually and under the provisions of Section 11(4)(a) of the Act.

76. The record further reveals a consistent and repeated pattern of default on the part of the Respondents in adhering to the timelines so committed. Despite the passage of considerable time and the receipt of substantial portions of the sale consideration from the flat purchasers, the construction of the project remained incomplete. Recognising this delay, the Respondents entered into fresh written undertakings on multiple occasions, including at meetings held in February 2024 and April 2024, committing to a revised completion deadline of August 2024, and further agreeing to bear the financial burden of bank EMIs or monthly rent in the event of continued default. When this timeline was also not adhered to, a further written agreement dated November 29, 2024 was executed, whereunder the Respondents committed to completing construction by February 2025. That timeline too was not honoured, with approximately forty percent of essential construction reportedly remaining incomplete as of January 2026.

77. At this juncture, it is necessary to advert to the position of the Complainants in Complaint Nos. 406 of 2025 and 407 of 2025. These Complainants, namely Sri Burugu Krishnaiah and Sri Puchakayala Devendar Reddy, are the landowners of the subject property who entered into a Development Agreement-cum-General Power of Attorney dated 25.02.2021 with the Respondents for the development of the project "Sahasra Residency." The Respondents have raised a preliminary objection contending that the said Complainants are not allottees but are parties to the development arrangement and that disputes arising between landowners and developers under such arrangements do not fall for adjudication before this Authority under Section 31 of the RE(R&D) Act

78. It is, however, noticed that the principal relief sought by the said Complainants is substantially identical to that sought by the allottee-Complainants in the remaining complaints, namely, completion of the project, fulfilment of the obligations undertaken by the Respondents, and obtaining of the Occupancy Certificate for "Sahasra Residency." All the complaints arise out of the same project, involve the same Respondents, and stem from the common grievance relating to the non-completion of the project. Further, the Memo filed by the Respondents before this Authority on 27.03.2026, together with the undertaking contained therein, pertains to the completion of the project as a whole and is not confined to any particular category of stakeholders.

79. In these circumstances, and having regard to the commonality of issues involved, this Authority does not consider it necessary, for the purpose of adjudicating the project-related

reliefs sought in the present batch, to separately examine the controversy regarding the status of the said Complainants or the maintainability of their complaints as independent proceedings. Since the completion of the project would directly affect all persons having a legitimate interest therein the allottees as well as the landowners entitled to their share of the developed property, all the complaints have been heard together and are being dealt with by way of this common order.

80. Accordingly, the relief pertaining to completion of construction is being addressed in the present proceedings insofar as all nine complaints are concerned, without entering into the merits of the question of whether the Complainants in Complaint Nos. 406/2025 and 407/2025 are to be treated as allottees or as landowner-promoters under the Act.

81. In this backdrop, this Authority takes note of the Memo filed by the Respondents on 27.03.2026, wherein the Respondents have submitted that the project has reached an advanced stage of completion and that they are presently in the process of obtaining the Occupancy Certificate from the competent authority. The Respondents have placed on record a bona fide undertaking before this Authority that they shall complete all remaining works in the project and obtain the Occupancy Certificate on or before 15.10.2026. This Authority takes the said undertaking on record and holds the Respondents strictly to the same.

82. Accordingly, the Respondents are directed to complete all remaining construction works in the project "Sahasra Residency," including all pending works relating to flooring, lift installation, water and septic systems, electrical infrastructure, finishing works, and structural compliance elements, and to obtain the Occupancy Certificate from the competent authority on or before 15.10.2026, strictly in accordance with the undertaking filed before this Authority on 27.03.2026. It is made unequivocally clear that no further extension of the timeline of 15.10.2026 shall be granted by this Authority, the same having been fixed entirely on the basis of the Respondents' own undertaking.

Relief regarding RERA Registration

83. With regard to the relief sought by all the Complainants for a direction to the Respondents to obtain RERA registration for the project, this Authority notes that the said relief is not warranted in the present circumstances. As is evident from the Counter Affidavit filed by the Respondents, the project "Sahasra Residency" is already duly registered with this Authority under Project Registration No. P01800003449, granted on 24.09.2021, and the said

registration is valid for a period of five years until 24.02.2027. The project therefore stands registered under the Real Estate (Regulation and Development) Act, 2016, and the relief sought on this count is accordingly declined as infructuous.

Reliefs regarding Compensation, Bank EMIs, Monthly Rent, and Municipal House Tax

84. With regard to the reliefs sought by the Complainants for payment of an additional 25% of the amounts paid as compensation, payment of bank EMIs, payment of monthly rent, and payment of municipal house tax, this Authority finds it necessary to delineate the scope of its jurisdiction under the RE (R&D) Act, 2016. Claims for compensation, monetary damages, and consequential financial losses arising out of delay in completion or non-compliance by a promoter fall exclusively within the jurisdiction of the Adjudicating Officer appointed under Section 71 of the RE (R&D) Act, 2016, and cannot be adjudicated by this Authority in the present proceedings.

85. Similarly, the relief for payment of municipal house tax is governed by the provisions of the applicable municipal laws and does not fall within the regulatory jurisdiction of this Authority.

86. Accordingly, no order is passed on these reliefs in the present proceedings, and the Complainants are at liberty to approach the Adjudicating Officer under Section 71 of the Act for adjudication of their respective claims for compensation, bank EMIs, monthly rent, and such other monetary reliefs, if so advised. The Complainants are also at liberty to approach the appropriate municipal authority for redressal of their grievance regarding municipal house tax.

87. Further, this Authority, upon a perusal of the records and receipts placed before it, observes that the following receipts were issued by the Respondents in favour of the Complainants prior to the date of registration of the project "Sahasra Residency" with this Authority under Project Registration No. P01800003449 dated 24.09.2021:

i. In favour of Sri Tolakoppula Vidya Sagar (Complainant in Complaint No. 402/2025): a receipt dated 12.12.2020 for an amount of Rs. 4,00,000/- (Rupees Four Lakhs Only).

ii. In favour of Smt. Bala Shilpa (Complainant in Complaint No. 408/2025): receipts dated 30.08.2020 for Rs. 30,000/-, dated 10.09.2020 for Rs. 1,00,000/-, dated 11.10.2020 for Rs. 1,00,000/-, and dated 11.12.2020 for Rs. 50,000/-.

iii. In favour of Smt. Kothi Devakarna (Complainant in Complaint No. 409/2025): receipts dated 16.04.2021 for Rs. 2,00,000/-, dated 07.05.2021 for Rs. 8,00,000/-, dated 14.07.2021 for Rs. 1,00,000/-, dated 19.07.2021 for Rs. 1,00,000/-, and dated 06.09.2021 for Rs. 3,00,000/-.

iv. In favour of Smt. Vemula Laxmi (Complainant in Complaint No. 405/2025): a receipt dated 19.07.2021 for Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only).

88. All of the aforesaid receipts evidence the collection of amounts from the respective Complainants at dates prior to the registration of the project with this Authority on 24.09.2021. Section 3 of the RE (R&D) Act, 2016 unambiguously prohibits any promoter from booking, selling, or collecting any amount in respect of any plot, apartment, or building in any real estate project in any planning area without prior registration of the said project with this Authority. The collection of amounts from prospective allottees prior to obtaining RERA registration, as evidenced by the receipts placed on record, prima facie constitutes a violation of Section 3(1) of the RE (R&D) Act, 2016, attracting penal consequences under Section 59 of the Act. Accordingly, the Secretary, TG RERA, is hereby directed to initiate suo motu proceedings against the Respondents, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar of M/s. RK Infra Projects, for the alleged violation of Section 3 of the Act.

I. Direction(s) of the Authority

89. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondents:

i. The Respondents, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar of M/s. RK Infra Projects is directed to complete all remaining infrastructure works and complete the building in total with promised specifications in the project "Sahasra Residency," situated at Plot Nos. 94 and 95, Srinivasa Colony, Nalgonda Town, and to obtain the Occupancy Certificate from the competent authority on or before 15.10.2026, in accordance with the undertaking filed before this Authority on 27.03.2026.

ii. The Respondents are directed to file a compliance report before this Authority upon obtaining the Occupancy Certificate, evidencing completion of all works and issuance of the Occupancy Certificate.

iii. The Secretary, TG RERA, is hereby directed to initiate suo motu proceedings against the Respondents, Sri Puttala Ravi Kumar and Sri Puttala Raj Kumar of M/s. RK Infra Projects, for the alleged violation of Section 3 of the Act.

iv. Failing to comply with the above directions by the Respondents shall attract penal action in accordance with Section 63 of the RE (R&D) Act, 2016.

90. In view of the above, the present complaints are disposed of. No order as to costs.

Sd/-	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**
Hon'ble Member,	**Hon'ble Member,**
TG RERA	**TG RERA**