

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

COMPLAINT NO.119 OF 2024

3rd June 2024

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

Sri Gandhi VV. Satyanarayana

...Complainant

Versus

M/s Dharani Developers

...Respondent

The present matter filed by the Complainant herein came up for final hearing on 18.04.2024 before this Authority in the presence of Complainant present in person and Sri Nagendra authorised representative on behalf of the Respondent and upon hearing the arguments of the parties, this Authority passes the following **ORDER:**

2. The present Complaint has been filed 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 "Rules") seeking directions from this Authority to take action against the Respondent.

A. Brief Facts on behalf of the complainant:

3. The Complainant acquired a semi-furnished flat on 29th October 2021 within the "Green Jay" project. The Respondent undertook to deliver possession of the aforementioned flat within a span of 6 months. Regrettably, as of present, the unit remains undelivered, and the project stands incomplete. Furthermore, the Respondent has sought the

outstanding balance amount, equating to 13% of the total sale consideration, without having fulfilled all contractual obligations.

B. Relief sought:

4. The relief sought entails a directive to the Respondent for the immediate handover of possession along with all initially promised amenities.

B. Respondent's Reply:

5. The Respondent commits to handing over the complainant's flat within 60 days subsequent to the complete clearance of the pending amount owed by the complainant, which amounts to 1.5 lakhs in cash alongside the remaining official loan amount. The flat shall be delivered to the complainant with the following provisions:

1. Completion of woodworks, including door fixing.
2. Installation of windows in all rooms.
3. Comprehensive electrification within the flat up to the meter.
4. Completion of plumbing and sanitary works.
5. Fulfillment of drainage works.
6. Completion of corridor and staircase tiles up to the 3rd floor.
7. Conclusion of internal paintworks.

6. Additionally, upon request by the complainant, the Respondent expresses readiness to provide a transformer within 2 months following the completion of the aforementioned works. Should there be any failure to accomplish the transformer installation within the stipulated period, the Respondent agrees to assume responsibility for the client's power bills for subsequent periods. It is acknowledged that the Respondent agrees to hand over the aforementioned flat (Unit 301) as per the commitments outlined above.

C. Hearing Conducted:

7. During the hearing, both parties made appearances and presented their respective submissions to the Authority. The complainant asserted having remitted 85% of the total amount, yet the Respondent has failed to deliver possession of the unit thus far. Conversely, the Respondent attributed the delay to a lack of project sales, assuring completion upon the complainant's full payment of the remaining balance. Pursuant to the hearing, the Respondent was instructed to furnish an undertaking ensuring completion of the pending works within 30 days, as pledged during the hearing. Consequently, the matter was scheduled for review after the aforementioned period.

8. On March 23, 2024, the Respondent submitted a Petition, referencing the hearing of February 27, 2024, wherein the complainant purportedly opted to oversee the flooring and door work independently, resulting in delays. The Respondent asserts having reimbursed the complainant for the tile costs and awaits completion of the work. Despite a committed completion date for the flooring, the complainant's deliberate pace has impeded progress, further delaying payment obligations. However, in compliance with the Authority's directives, the Respondent has committed to finalize pending tasks upon payment clearance, despite experiencing impediments due to limited flat sales within the project. Subsequently, the complainant requested an extension to file a rejoinder, which was granted.

9. During the final hearing, the complainant failed to appear, while the Respondent reiterated the contentions outlined in the Petition dated March 23, 2024. Moreover, an undertaking dated April 18, 2024, was submitted by the Respondent, pledging completion of all pending work and delivery of the unit within 2 months of receiving the outstanding balance amount from the complainant. Consequently, the Authority is requested to grant a 2-month extension to fulfill all pending obligations.

D. Directions of the Authority:

10. Upon careful consideration of the facts and circumstances, this Authority issues the following directives:

- i. The Complainant is directed to remit the outstanding balance amount of the Sale consideration to the Respondent on completion of pending works related to the unit of the Complainant.
- ii. The Respondent is directed to complete all pending works within 60 days from the date of receiving the balance amount of the sale consideration, as stipulated in the Affidavit dated 18.04.2024
- iii. Both parties are hereby notified that non-compliance with this Order shall invoke Section 63 of the Real Estate (Regulation and Development) Act. Consequently, the present complaint is hereby disposed of.

11. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) as per Section 44 of the Act, 2016.

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