

**BEFORE THE ADJUDICATING OFFICER,
TELANGANA REAL ESTATE REGULATORY AUTHORITY,
HYDERABAD.**

Dated, this the 12th day of MARCH, 2025.

Present:- Sri Syed Lateef-ur Rahman,
Adjudicating Officer.

C.C.P.No.34/2024/TG RERA

Between:

Ms.Naga Lakshmi Busireddy D/o B.Narayana Reddy,
R/o D104, Flat 301, Saya Splendor, Madhura
Nagar, Yousufguda, Hyderabad.

...Complainant.

And

M/s.Ramky Sri Sairam Properties Pvt.Ltd., rep.,
by its Authorized Signatory Sri K.Anil Babu, 9th Floor,
Ramky Grandiose, Ramky Towers, Gachibowli, Hyderabad –
500032.

...Respondent.

This complaint came up before me on this day for enquiry and the complainant and the respondent remained absent and after perusing the memo filed in office by the complainant and having stood over for consideration, the following order is passed:

ORDER

The present complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as “the Act”) read with Rule 35 of the Telangana State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as “the Rules”) to grant compensation.

2(a). The case of the complainant, in nutshell, is that one Donepudi Surendra Babu and (13) others are absolute owners and possessors of land admeasuring Ac.10-17 ½ Gts of land situated at Sy.No.159/part of Bachupally village, Quthbullapur Mandal, Ranga Reddy District, having

acquired the said property under various sale deeds. The said land owners, with a view to develop their respective land parcels into a Gated community consisting of residential apartments/amenities/structures for common usage, approached the respondent, i.e., Developer M/s. Ramky Sri Sai Ram Properties Pvt. Ltd. and agreed to give the said land for development. Both the parties have executed a Registered Development Agreement-cum-General Power of Attorney. The Landlords, by virtue of Development Agreement, granted exclusive rights of development of the said land by way of construction of Residential Apartments by the developer on the terms and conditions agreed under the said Development Agreement.

2(b). It is further averred in the complaint that the complainant booked a residential Apartment bearing Flat No.603 in Tower-7 under the agreement of sale on 17.02.2023 executed by the respondent. Prior to agreement of sale, the complainant paid Rs.7,86,488/- (Rupees Seven Lakhs, Eighty Six Thousand, Four Hundred and Eighty Eight only) towards advance and after agreement of sale, they paid remaining sale consideration of Rs.55,05,414/- (Rupees Fifty Five Lakhs, Five Thousand, Four Hundred and Fourteen only). The complainant has paid thus total amount of Rs.62,91,902/- (Rs. Sixty Two Lakhs, Ninety One Thousand, Nine Hundred and Two only.) At the time of booking of Flat, the Promoter's salesperson assured that the Project would be completed by December, 2023 and will deliver possession before February, 2024. During their visit at the site in May, 2024, the complainant observed that possession will not be possible before 30th June, 2024 as per the Agreement terms. When they approached the Head Relationship

Manager claiming interest and compensation for delay in possession, there was no response from the Promoter's side. As such, the complainant filed present complaint seeking compensation of Rs.9,33,750/- (Rupees Nine Lakhs, Thirty Three Thousand, Seven Hundred and Fifty only).

3. On registration of the complaint, notices were issued to both the parties. Upon receipt of notice, respondent made appearance through Sri K.V.Rusheek Reddy, Advocate, who filed Vakalat on behalf of respondent and later filed counter. When the matter was coming up for enquiry and hearing, it is represented that the matter is likely to be settled. Later, the complainant filed a memo in office stating *inter alia* that the parties have entered into an amicable settlement and, therefore, prays to permit to withdraw the complaint.

4. Perused memo. In view of settlement of dispute as mentioned in memo, the memo deserves to be allowed permitting the complainant to withdraw case.

5. In the result, the memo is allowed and the complaint is disposed off as "withdrawn". No costs.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 12th day of MARCH, 2025.

**ADJUDICATING OFFICER,
TG RERA: HYDERABAD.**

**APPENDIX OF EVIDENCE
NIL**

Cc.

**ADJUDICATING OFFICER,
TG RERA: HYDERABAD.**