

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

25th Day of July 2025

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

Complaint No.131 of 2024

B. Suresh Goud
*H.No. 26-49, Karywell Homes,
Gandhamguda, Hydershakote,
Opp. Global Discovery School,
Rangareddy-500091*

...Complainant

Versus

1. M/s Suvarnabhoomi Infra Developers Pvt Ltd.
Represented through its Managing Director,
Bollineni Sridhar
*Office address at:
8-2-680/3, 3rd Floor, Krishna Raj Towers,
Road No. 12, Opp. SBI Bank, Banjara Hills,
Hyderabad, Telangana 500034*

2. M/s Maha Infra and Developers
Represented through its Managing Partner,
Munnangi Ravi Kumar
*Office address at:
H. No. 1-110/A/64, 67, 4th floor,
RRG Heights Opp. CR Foundation,
Kondapur, Hyderabad, 500081*

...Respondents

Complaint No.132 of 2024

S. Lakshmi Chowdhary
*C/o C. Sarat Chandra
Flat 2110, Vasavi GP Trends Apt,
Road No.2, Nanakramguda
Hyderabad-500032*

...Complainant

Versus

1. M/s Suvarnabhoomi Infra Developers Pvt Ltd.
Represented through its Managing Director,
Bollineni Sridhar
*Office address at:
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Road No. 12, Opp. SBI Bank, Banjara Hills,
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Office address at:
H. No. 1-110/A/64, 67, 4th floor,
RRG Heights Opp. CR Foundation,
Kondapur, Hyderabad, 500081

...Respondents

Complaint No.133 of 2024

V. Dushyanth Reddy
Plot No. 117, Sardar Patel Colony,
Thirumalgiri, Secunderabad-500015

...Complainant

Versus

1. M/s Suvarnabhoomi Infra Developers Pvt Ltd.
Represented through its Managing Director,
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Office address at:
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Hyderabad, Telangana 500034

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Represented through its Managing Partner,
Munnangi Ravi Kumar
Office address at:
H. No. 1-110/A/64, 67, 4th floor,
RRG Heights Opp. CR Foundation,
Kondapur, Hyderabad, 500081

...Respondents

Complaint No.134 of 2024

Kukunuru Somi Reddy
Flat No. 202 Challas, Janakiram Residency,
Bevelli Hills, Avenue 4, Kavuri Hills, Phase I,
Madhapur, Hyderabad-500081
(Near Audi Service Centre)

...Complainant

Versus

1. M/s Suvarnabhoomi Infra Developers Pvt Ltd.
Represented through its Managing Director,
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Office address at:
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Hyderabad, Telangana 500034

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Represented through its Managing Partner,
Munnangi Ravi Kumar
Office address at:
H. No. 1-110/A/64, 67, 4th floor,
RRG Heights Opp. CR Foundation,
Kondapur, Hyderabad, 500081

...Respondents

Complaint No.206 of 2024

Chitti Ramesh Kumar
Flat No. 304, Vishnu Priya Parimala Taj Apts,
Behind KGH Hospital, Saleem nagar,
Malakpet, Hyderabad, Telangana-500036

...Complainant

Versus

1. M/s Suvarnabhoomi Infra Developers Pvt Ltd.
Represented through its Managing Director,
Bollineni Sridhar
Office address at:
8-2-680/3, 3rd Floor, Krishna Raj Towers,
Road No. 12, Opp. SBI Bank, Banjara Hills,
Hyderabad, Telangana 500034

2. M/s Maha Infra and Developers
Represented through its Managing Partner,
Munnangi Ravi Kumar
Office address at:
H. No. 1-110/A/64, 67, 4th floor,
RRG Heights Opp. CR Foundation,
Kondapur, Hyderabad, 500081

...Respondents

Complaint No.207 of 2024

Chitti Ratnakar
Flat No. 403, Skill Saphire Apartment,
H.No 3-4-461, Narayanguda,
Hyderabad, Telangana-500027

...Complainant

Versus

1. M/s Suvarnabhoomi Infra Developers Pvt Ltd.
Represented through its Managing Director,
Bollineni Sridhar
Office address at:
8-2-680/3, 3rd Floor, Krishna Raj Towers,
Road No. 12, Opp. SBI Bank, Banjara Hills,

Hyderabad, Telangana 500034

2. M/s Maha Infra and Developers
Represented through its Managing Partner,
Munnangi Ravi Kumar
Office address at:
H. No. 1-110/A/64, 67, 4th floor,
RRG Heights Opp. CR Foundation,
Kondapur, Hyderabad, 500081

...Respondents

The present matter filed by the Complainant herein came up for hearing on 07.01.2025 before this Authority in the presence of Complainants in person and the Counsel for Respondent No.1, Sri Venugopal Julakanti and Counsel for Respondent No.2, Smt. Chintalapudi Lakshmi Kumari, and after hearing the arguments, this Authority passes the following **ORDER:**

2. The present Complaints have been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate reliefs against the Respondents.

Brief facts of the case:

3. The Complainants submitted that SUVARNA SAMPADA 2 (also known as SILPA'S SUVARNA SAMPADA 2) is an open plot layout project situated at Sy. No.49/9 50/P, at Sy.Nos. 49P, 50P, Rameshwar Banda Village, Patancheruvu Mandal, Sanga Reddy District. That the project has RERA Registration bearing No.P01100001036 which was valid from 16.07.2019 up to 30.06.2021. It was further submitted that Respondent No.2 applied for HMDA permission on 30.06.2018 and received the HMDA Layout Permit vide No. 000128/LO/PLG/HMDA/2018. They submitted that Respondent No.2 is the developer of the project and Respondent No.1 is the marketer and reseller.

4. The Complainants submitted that Respondent No.1 registered an Open Plot in the open layout project named SUVARNA SAMPADA 2 in favour of the

respective Complainant through Registered Sale Deed at the office of Joint Sub Registrar, Sangareddy. Following is the details:

S.No.	Name of the Complainant	Plot No.	Document No.	Size of the Plot (Sq. Yds.)	Date of the document	Document executed by:
1.	B. Suresh Goud	149	35588/2019	167	08.08.2019	Respondent No.1
2.	S. Lakshmi Chowdhary	193	23005/2019	180	11.05.2019	Respondent No.1
3.	V. Dushyanth Reddy	168	264947/2019	310	01.02.2019	Respondent No.2 & M/s Axis Constructions
4.	Kukunuru Somi Reddy	66	25532/2019	194	07.06.2019	Respondent No.1
5.	Chitti Ramesh Kumar	160	55173/2019	167	26.12.2019	Respondent No.1
6.	Chitti Ratnakar	146	55174/2019	167	26.12.2019	Respondent No.1

5. It was further submitted that as per HMDA permission, the Respondent No.2 was supposed to complete the project within 3 years of receiving the HMDA LP No i.e. by 30th June 2021. But even after 6 years of commencing the project and 3 years after the deadline provided by HMDA has lapsed, the Respondent No.2 has not finished the project.

6. The Complainants highlighted that the following works are pending in the project:

- i. Black top roads as per layout
- ii. Electrical Transformer
- iii. Electrical poles and supply lines
- iv. Underground drainage system
- v. Common septic tank / STP
- vi. Internal water pipelines
- vii. Assured water supply source
- viii. Boundary demarcation
- ix. Name board with layout pattern
- x. Street lights
- xi. Rainwater harvesting pit

- xii. Avenue plantation
- xiii. Storm Water Drains
- xiv. Ornamental low height compound wall and grill for open spaces
- xv. Park development

7. It was further submitted that black topping or developing the carriageway with cement concrete (as per BIS Code of Practice) of some roads including the main approach road is pending. Further, the roads in the layout haven't been developed. The main approach road up to the nearest existing public road is pending as it is litigation before the Junior Civil Judge Court Sangareddy OS No 959/2019, Registration No 763/2019 and CNR Number TSSN030017352019.

8. It was contended that Respondent No.1 neither formally submitted an application nor remitted the requisite fee for obtaining an electrical transformer from TSSPDCL, yet proceeded to erect streetlight poles within the Project. Subsequently, TSSPDCL identified this unauthorized erection and demolished the poles.

9. It was submitted that the Complainants met Sri Bollineni Sridhar, Managing Director of Respondent No.1 and despite repeated assurances and arbitrary deadlines, both verbal and in writing, Respondent No.1 failed to commence the developmental work in the layout.

10. It was submitted that Respondent No.1 engaged prominent movie stars to market the project and entrap gullible people into paying huge sums for open plots in the pretext and promise of good infrastructure and great layout, however, in the recent past, there have been several cheating cases and allegations against Respondent No.1 as mentioned in news channels, TV channels and social media in 2023 and 2024. Complainants also provided links to such media channels.

11. It was submitted that due to Respondent No.1's callous nature and negligence over the years, the neighborhood villagers are using this Project as a dump yard and have created a passageway right through the layout on the south side. It was submitted that as per norms, no person is permitted to sell the plots

and area which is mortgaged in favour of HMDA i.e., from the Plot No's. 52 to 64 and 196 to 198 (total 16 number of plots) as shown in the plan to an extent of i.e. 5558 Sq.mts., but there are evidences that Respondent No.1 has taken huge sums of money for even these Plot Nos.

Relief sought:

12. Accordingly, the Complainants sought for the following reliefs:

- i. *Requesting authorities to direct and issue notice to M/s Suvarnabhoomi Infra Developers Pvt Ltd and M/s MAHA INFRA AND DEVELOPERS to complete the project within 45 days or face penal action.*
- ii. *If it is found after 45 days that the developer has failed to develop the layout with the infrastructure facilities as specified by HMDA, the area so mortgaged in favour of HMDA should be forfeited in favour of HMDA. Then RERA and HMDA are requested to take criminal action against the developer and marketer against M/s Suvarnabhoomi Infra Developers Pvt Ltd and M/s MAHA INFRA AND DEVELOPERS as per provisions of the acts.*
- iii. *Requesting Telangana RERA to cancel the approvals accorded to their other real estate projects till this project is completed or any other suitable measures as per the provisions of the Real Estate (Regulation and Development) Act, 2016.*
- iv. *There is a court case pending with the Junior Civil Judge Court Sangareddy OS No 959/2019, Registration No 763/2019 and CNR Number TSSN030017352019 on the approach road, the developer and marketer shall be responsible for settlement of the same.*
- v. *Requesting RERA authorities to visit the site to check for non-conformity.*
- vi. *Summon the developer and marketer for a face-to-face meeting with the plot owners as they are evading meeting.”*

Counter filed by Respondent No.1:

13. Accordingly, notices were issued to the Respondents, Respondent No.1 entered appearance and filed a reply denying all the allegations and submitted that present complaint is neither maintainable on law nor on facts and the same is liable to be dismissed.

14. Respondent No.1 submitted that Suvarna Sampada II layout is approved by HMDA in sy.no.49/9, 50/P at Rameshwaram Banda (V), Patancheru (M), Sangareddy district by Maha Infra Projects Ltd. It was denied that Respondent No.1 took marketing and reselling. It was also admitted that the Respondent No.1 executed the sale deed in favour of Complainants at Sr. No.1, 2, 4, 5 & 6 as mentioned in Para 4. It was submitted that the works alleged to be have been incomplete is no way concerned with Respondent No.1.

15. Respondent No.1 submitted that originally one Smt. Santa Sree Hanumara w/o H.D.V.Raghava Rao had executed a Development Agreement-cum-GPA in favour of M/s Axis Constructions for an extent of Ac 1.00 in Sy.No.49 vide Document no.40381/2018 Dt.15-10-2018 and similarly Respondent No.2 represented by Sri Munnangi Ravikumar also executed Development Agreement-cum-GPA for an extent of Ac 5.00 in Sy.No.50 (part) in favour of Respondent No.2, M/s Axis Constructions and one Sri Chirumamilla Naveen vide document no.29960/2018 dt.2-8-2018.

16. It was further submitted that M/s Axis Constructions represented by P. Muralikrishna also executed a Development Agreement-cum-GPA in favour of Respondent No.2 and two others in Sy.No.49 & 50 of Rameshwaram Banda (V) an extent of Ac 3.20 guntas vide document no.29961/2018 dt.2-8-2018. It is further submitted that Katika Meera Bai, Chandu Ambika, Jamalapur Rani also executed a Development Agreement-cum-GPA in favour of Respondent No.2 and M/s Axis Constructions and one Sri Chirumamilla Naveen for an extent of Ac 4.00 in sy.no.49 (part) vide document no.29962/2018 Dt.2-8-2018.

17. Further, Sri Salaji Ramakrishna Vasantha Prasada Rao, Shilpa Bongu also entered into Development Agreement-cum-GPA with M/s Axis Constructions in Sy.No.50 for an extent of Ac 0.31 guntas of Rameshwaram Banda (V) vide document no.38210/2018 Dt.29-09-2018.

18. It was also submitted that after the said development agreement, Respondent No.2 made an application to HMDA and the HMDA authorities had

sanctioned layout vide file no.000128/LO/PLG/HMDA/2018 and imposed certain conditions. That as per the conditions, Respondent No.2 has to mortgage the plots in favour of HMDA. Accordingly, Respondent No.2 conveyed the mortgage deed. That after obtaining the permission, Respondent No.2 made an application before this Authority and the said authority issued registration certification of the Projects vide Registration No.301100001036.

19. It was further submitted that Respondent No.2 and M/s Axis Constructions have executed an Agreement of Sale-cum-GPA in favour of Respondent No.1 pertaining to plot nos.24, 35, 115, 116, 118, 132, 133, 134, 135, 136, 137, 138, 168, 169, 170 for an extent of 2,814 sq.yds. Respondent No.1 had purchased the above plots from Respondent No.2 and M/s Axis Constructions, and they registered a sale deed in favour of Respondent No.1 vide Document No.4034/2019 dt.30-01-2019. That Respondent No.1 had purchased Plot nos.2, 17, 43, 45, 47, 49, 50, 51, 65, 66,71, 90, 91, 122/P, 131, 157, 158, 163, 164, 167, 174, 175, 182, 187, 189, 190, 191, 192 & 193 an extent of 6,320 sq.yds from Respondent No.2, M/s Axis Constructions, Smt. Katika Meera Bai, Sri Chandu Ambika, Sri Talari Ramakrishna by paying proper sale consideration and they executed a registered sale deed vide Document No.20233/2019 dt.8-5-2019.

20. It was submitted that Respondent No.1 also purchased an extent of 1558 sq.yds vide plot no. 16, 26, 108, 148, 149, 161, 188 from Respondent No.2 and M/s Axis Constructions and other landlords and they registered a sale deed vide document no.35537/2019 dt.14-8-2019. That Respondent No.1 also purchased two plots i.e. 146 & 160 from M/s Axis Constructions and other landlords for an extent of 334 sq.yds and they executed a registered sale deed vide document no.55117/2019 dt.28-12-2019. That Respondent No.1 is the absolute owner and possessor by way of above said sale deeds and the plots were purchased by the Respondent No.1 from M/s Axis Constructions, Respondent No.2 and other landlords who obtained layout permission from HMDA.

21. It was submitted that Respondent No.1 had neither obtained any layout permission nor applied for registration of the Project with this Authority. That as

a plot owner, Respondent No.1 sold the plots in favour of prospective purchasers. Further, that the Annexure-2 is layout plan submitted by Complainants shows some circles, however, the said road is also completed. It was submitted that the photographs annexed to the complaint evidence the completion of the development work, with the footpath and road depicted therein indicating that the project has been concluded in all respects.

22. It was also submitted that Respondent No.1 is also a victim by purchasing plots. It was further submitted that the development work is completed and if the development work was not completed, the HMDA will sell the mortgaged plots and complete the development works. As on date, Respondent No.1 submitted that the mortgaged plots were not released by HMDA authorities.

23. It was submitted that the applicant i.e., Respondent No.2 made conveyance deed for an extent of 7414 sq.mts in favour of HMDA. If the development work is not done the said plots will be sold by HMDA authorities and complete the development works.

24. In lieu thereof, Respondent No.1 prayed to dismiss the complaint against Respondent No.1 with exemplary costs.

Counter on behalf of Respondent No.2:

25. Respondent No.2 also entered appearance and denied all the allegations made by the Complainant.

26. It was submitted that Respondent No.2 on 07.04.2018 had purchased land admeasuring Ac. 5.00 guntas in Sy. No. 50/EE1, 50/E3, 50/E4, 50/E1 situated at Rameshwaram Banda Village, Indresham G.P., Patancheru Mandal, Sanga Reddy District, Telangana, through registered sale deed Doc. No. 12920/2018. Subsequently, Respondent No.2 along with 6 other land owners have applied for draft layout (open plots) at HMDA, vide application No. 011514/SKP/LT/U6/HMDA/09052018 Dated 09.05.2018, in Sy. No. 49P, 50P to an extent of 57,768.83 square meters situated at Rameshwaram Banda Village, Indresham G.P., Patancheru Mandal, Sanga Reddy District, Telangana.

27. It was submitted that on 30.06.2018 the HMDA has approved draft layout open plots and allotted layout permit No. 000128/LO/PLg/HMDA/2018, to an extent of 57,768.83 square meters in which plotted area is 37,055.17 square meters.

28. That on 12.12.2018, Respondent No.2 along with 6 others land owners entered into a Memorandum of Understanding with Respondent No.1 wherein Respondent No.1 agreed to sell their share of plots for a sale consideration of Rs. 4,500/- per square yard and for the same, an advance of Rs. 1,00,00,000/- (Rupees One Crore Only) was paid as sale consideration through RTGS. Subsequently, Respondent No.2 along with six other land owners entered into registered agreement of sale and general power of attorney Doc.No.4034/2019 dated 29-01-2019 and Doc.No.20234/2019 dated 07-05-2019, wherein the Respondent No.1 agreed to act in the name and on behalf of the vendors as agents by entering into subcontract for the sale of schedule property either whole or in parts for any consideration which they deem reasonable in their absolute description and receive the earnest money and acknowledge the receipt of the same.

29. It was submitted that subsequent to the said Memorandum of Understanding (herein after referred to as MOU, for brevity) and Agreement of Sale cum GPA, the Respondent No.1 had come up with project Silpa's Suvarna Sampada -2 with an aim to attract customers for the sale of plots. Further, Respondent No.1 developed, advertised, marketed and sold the said plots in the project to customers for a consideration of his discretion. It was submitted that Respondent No.2 is not privy to the contract between the Respondent No.1 and the Complainants and has no role in the said project as Respondent No.2 had already executed Agreement of sale cum GPA in favour of Respondent No.1. Hence, Respondent No.2 cannot be held responsible for acts carried on by Respondent No.1 as once the Agreement of sale cum GPA was executed with Respondent No.2 for a consideration, Respondent No.2 ceased to have any share in the project.

30. It was submitted that the Respondent No.1 had come up with project and further advertised the development in the layout along with plot payment options in brochures. Further, it was submitted that in the timelines given for the Silpa's Savarna Sampada -2, by the Respondent No.1, it shows the different development works undertaken by Respondent No.1, their timelines, time period and current status. That therefore, Respondent No.1 is responsible for development of Silpa's Savarna Sampada -2.

31. It was submitted that pending works with respect to laying approach roads in the project are to be completed by Respondent No.1 and the Respondent No.2 is not responsible for the same. Further, in the timelines given for the Silpa's Savarna Sampada 2, by the Respondent No.1, it shows that Respondent No.1 is responsible for the said laying of approach roads in the project.

32. It was submitted that the Respondent No.2 along with six other landowners made several requests to Respondent No.1 to complete the project as the plots mortgaged in favour of HMDA while acquiring layout permission would only be released in favour of Respondent No.2 and six others after completion of the Silpa's Savarna Sampada -2.

33. Accordingly, Respondent No.2 prayed to dismiss the complaints with exemplary costs.

Rejoinder by Complainant to Counter of Respondent No.1:

34. The Complainants filed a rejoinder to the Counter filed by Respondent No.1 and submitted that Respondent No.1 cannot deny that they did marketing as developer of the Suvarna Sampada II launched by K Viswanath (actor) and announcement of projects made by Sri Bollineni Sridhar, Managing Director of on TV5 News on 24-Dec-2018' and 'Marketing Bouchers'. The Complainants also highlighted that Respondent No.1 agreed before this Authority on 19.12.2024 hearing that they have registered as Agent with RERA for project 'Suvarna Sampada-2' for marketing and sale of plots.

35. Complainants further submitted that Respondent No.1 failed to complete the terms and conditions as developer of the project as per the Memorandum of Understanding executed on 12.12.2018 between Respondent No.1 & Respondent No.2 and seven other landowners. They submitted that Respondent No.1 admitted and agreed for being responsible for pending developments and provided in written development schedule of the project. Further that, Respondent No.1 was notified the details of pendency case with the Junior Civil Judge Court Sangareddy OS no. 959/2019, Registration No 763/2019 and CNR number TSS030017352019.

36. Complainants further submitted that they regularly approached the Respondent No.1 for the status of project development, but no attention was paid. After many follow-ups, Respondent No.1 provided a written development schedule on letter head but failed to respect the timelines.

37. It was submitted that Respondent No.2 submitted an application for approval of a Residential Draft Layout (Open Plotted) to the HMDA on 09.05.2018, bearing application No. 011514/SKP/LT/U6/HMDA/09052018. Pursuant thereto, HMDA sanctioned the layout vide File No. 000128/LO/Plg/HMDA/2018, dated 30.06.2018, in favor of Respondent No.2. Subsequently, a Memorandum of Understanding (MoU) was executed on 12.12.2018 between Respondent No.2, represented by Sri Munnagi Ravi Kumar, along with seven other landowners holding a 60% share in specified plots, and the Respondent No.1, who holds a 40% share in other designated plots. Under the terms of the MoU, the landowners authorized the Respondent No.1 to enter into Agreements of Sale with prospective purchasers, receive sale consideration, issue receipts in the Respondent No.1's name, and undertake to execute and register the Sale Deeds or AGPAs in favor of Respondent No.1 or its nominees, duly alienating and transferring the respective plots upon request. Respondent No.1 assumed responsibility for the development of the project and, in pursuance thereof, launched the project titled *Silpas Suvarana Sampada-2* on 24.12.2018 as the developer and marketer.

38. It was submitted that on 14.08.2019, Respondent No.1 purchased an extent of 1558 sq.yds vide plot nos. 16,26,108,148,149,161,188 from Respondent No.2, M/s Axis Constructions and other landlords and they registered a sale deed vide document no. 35537/2019 dt. 14.08.2019.

39. Accordingly, the Complainants submitted that the project is indefinitely delayed, lost its perceived value due to misleading and false statements of the Respondent No.1, which has caused financial loss, mental agony and harassment to the Complainants as they cannot construct house in draft layout. Without approach road to layout, layout development is not fulfilled as per the HDMA Act. They accordingly prayed to direct Respondents to complete pending developments works in time bound schedule and obtain the final layout approval from HMDA and to impose the penalty for not fulfilling obligations provided under the Act, 2016.

Rejoinder by Complainant to the Counter of Respondent No.2:

40. Complainants also submitted rejoinder to the Counter filed by the Respondent No.2 submitting that Respondent No.2 cannot deny the responsibility for pending project development works and laying the approach roads in the project as the required approvals from HMDA and RERA have been procured and registered under the name of Respondent No.2.

41. They submitted that Respondent No.2 applied draft layout (open plots) vide application no. 011514/SKP/LT/U/HMDA/09052018 Dt.09 May 2018 by hiding the facts about the 60 feet approach road to the layout which is under dispute and pendency of the case with the Junior Civil Judge Court Sangareddy in OS No. 959/2019, Registration No 763/2019 and CNR number TSS030017352019. Further, that Respondent No.2 obtained the approval for draft layout open plots and allotted layout permit no. 000128/LO/PLg/HMDA/2018 from HMDA by misleading HMDA authorities and suppressing the facts about, disputed approach road of 60 feet shown in layout as existing road.

42. Complainants submitted that Respondent No.2 is non-compliant with the HMDA Act and Act, 2016 where Respondent No.2 failed to full fill the conditions laid by HMDA authorities in application no. 011514/SKP/LT/U/HMDA/09052018. They highlighted that condition number 6, in General conditions for compliance, pertaining to exiting 60 feet road that Respondent No.2 shall handover the area affected under existing 60 feet wide road to an extent of 3769.80 Sq. Mts. to the local body through registered gift deed at free of cost before release of Draft Layout plan by HMDA and the same shall be submitted to HMDA, was not complied with by Respondent No.2.

43. They further submitted that Respondent No.2 along with 6 other landowners entered a Memorandum of Understanding dt. 12.12.2018 with Respondent No.1 by mentioning the fact that shown 60 feet road in Draft layout as existing has an issue and Respondent No.2 is responsible to form 60 feet wide approach road to the venture as early as possible. They added that Respondent No.1 is well aware of the issue with 60 feet approach road to the layout and despite knowing the facts launched the project with name Silpa's Suvarna Sampada - 2 and misled the customers by showing the HMDA approvals and sold the plots in the project to the customers.

44. It was further submitted that Respondent No.2 submitted Deed of Mortgage bearing vide Document No. 21426/18 & 21425/18 and suppressed the fact of 60 feet wide approach road to layout is in dispute and obtained HMDA sanction for layout vide file no. 000128/LO/Plg/HMDA/2018, Dt. 30 June 2018.

45. It was submitted that a Memorandum of Understanding (MoU) is executed on 12.12.2018 by Respondent No.2 and seven others as land owners (holds share of 60%; plots no. 3 to 8, 12, 13, 14, 15, 18 to 24, 29 to 38, 39, 40, 52, 55 to 64, 67, 68, 73,75 to 80, 82 to 86, 92 to 104, 106, 113 to 120, 132 to 135, 136 to 139, 140 to 142, 144, 145, 147, 162, 168, 169, 170, 197, 198, 176, 178, 179, 180, 194, 195, 196) with Respondent No.1 as Developer (holds share of 40%; Plot no. 1, 2, 9, 10, 11, 16, 17, 25,26, 27, 28, 41 to 44, 45, 46,47 to 51, 53, 54, 65, 66, 69, 70,71,74, 81, 87, 88,89,90, 91,105, 108,109,110,111,112, 121, 122, 123, 124, 125 to 131, 143, 146, 148, 149, 150,151, 152 to 154, 155 to 158, 159, 160,

161, 163 to 167, 171, 172, 173, 174, 175, 177, 181, 182, 184, 185, 186, 187 to 191, 192, 193).

46. It was further submitted that Respondent No.1 agreed and responsible for development of the project and Respondent No.2 agreed and responsible to form 60 feet wide approach road to the layout. Accordingly, the Complainants prayed to direct Respondents to complete pending developments works in time bound schedule and obtain the final layout approval from HMDA and to impose the penalty for not fulfilling obligations provided under the Act, 2016

Hearing conducted:

Submissions made by the Complainants:

47. The Complainants vehemently argued that both the Respondents are evading their liability towards the Complainants. Respondent No.1 – by virtue of being the landowner/plot owner & also developer as was promised to the Complainant amidst being one who executed the sale deed in favour of the Complainants, falls well within the definition of a promoter and is liable for handing over of possession of the plots to the Complainants. Similarly, Respondent No.2, by virtue of obtaining the permission from the competent authority, thereby misleading the competent authority about the litigation pending against the 60 feet approach road to the layout, and also obtaining registration from this Authority, falls well within the definition of a promoter under the provisions of the Act, 2016 and is liable to handover completed project to the allottees.

Submissions made by Respondent No.1

48. On the other hand, Respondent No.1 submitted that he is not concerned with the permission obtained from the competent authority i.e., the HMDA as Respondent No.2 along with M/s Axis Constructions & others obtained layout permission and after obtaining layout permission they made an application and obtained RERA registration from this Authority. He added that in view of the same, Respondent No.2 and M/s Axis Constructions & others are liable to complete the entire project work as per the guidelines and terms and conditions mentioned in the layout permission.

49. It was further submitted that the Memorandum of Understanding dt. 12-12-2018 is no way concerned before this Authority because the Respondent No.2 and others made an application and obtained permission. Respondent No.1 submitted that following documents were executed in his favour:

S.No.	Plot Nos.	Document type & No.	Date	Executed by
1.	24, 35, 115, 116, 132, 133, 134, 135, 136, 137, 138, 118, 168, 169, 170 (2,814 sq yds)	agreement of sale-cum-GPA	-	Respondent No.2 & M/s Axis Constructions
2.	24, 35, 115, 116, 132, 133, 134, 135, 136, 137, 138, 118, 168, 169, 170 (2,814 sq yds)	Sale deed 4034/2019	29-1-2019	Respondent No.2 & M/s Axis Constructions
3.	2, 17, 45, 47, 49, 50, 51, 65, 66,71, 90, 91, 122/P, 131, 157, 158, 163, 167, 164, 174, 175, 182, 187, 189, 190, 191, 192 & 193 (6.320 sq yds)	Sale deed 20233/2019	7-5-2019	Respondent No.2, M/s Axis Constructions, Katika Meera Bai, Chandu Ambika, Talari Ramakrishna
4.	16, 26, 108, 148, 149, 161, 188 (1558 sq. yds)	Sale deed 35537/2019	8-8-2019	Respondent No.2 & M/s Axis Constructions and other landlords
5.	146 & 160 (334 sq.yds)	Sale deed 55117/2019	24-12-2019	M/s Axis Constructions and other landlords

50. Respondent No.1 is the absolute owner and possessor by way of above said sale deeds. He added that some of the third parties filed civil suit and writ petitions before the Hon'ble High Court of Telangana against Respondent No.2 and others and in the said writ petitions the Hon'ble High Court of Telangana had passed interim order against the Respondents herein to maintain status-quo, however, the Respondent did not produce a copy of the said interim order.

Submissions made by Respondent No.2

51. *Per contra*, Respondent No.2 submitted that Memorandum of Understanding dated 12.12.2018 between Respondent No.1 and 2 has two facets. Firstly, that Respondent No.2 along with 6 other landowners agreed to sell their share of plots for sale consideration of Rs.4500/- per square yard and secondly, that the development works will be carried out by the Respondent No.1 (Clause 6 of MOU). As per the draft layout permission and the agreements with other land owners, Respondent No.2 owned a total of 51 plots in the layout and subsequently, prior to registering the project under Section 3, these plots were conveyed to Respondent No.1 by way executing sale deeds and Agreement of sale cum GPA in favour of Respondent No.1, which are as follows:

- a. The Respondent No.2 along with 6 others has executed Agreement of Sale cum GPA in favour of Respondent No.1 vide registered Doc. No. 4034 of 2019 dated 29.01.2019 and Doc. No. 20234 of 2019 dated 07.05.2019, Doc. No 41100/2019 dated 11.06.2019 for a total of 25 plots owned by him, wherein the Respondent No.1 was empowered to enter into subcontract for sale of the property or sell the schedule property to third parties for his desired consideration (receivable by Respondent No.1).
- b. The Respondent No.2 has sold his remaining share of plots i.e., 26 plots of the layout to Respondent No.1 vide Sale deeds Doc. no. 20233/2019 dated 07.05.2019, Doc. No. 4033 of 2019 dated 29.01.2019, and Doc no. 41101 of 2019 dated 11.06.2019.

52. Respondent No.2 categorically submitted that therefore, prior to registration of the project before this Authority, Respondent No.2 conveyed all of its plots to Respondent No.1. Subsequent to the said sale of plots, Respondent No.1 entered into agreement of sale with Complainants even prior to registration of the project "Silpa's Suvarna Sampada 2" with this Authority. Following this, Respondent No.1 has executed a sale deed vide 4947 of 2019 dated 01.02.2019 for a consideration of Rs.24,80,000/- (Rupees Twenty-Four Lakhs Eighty Thousand Only). That therefore, Respondent No.2 neither has share of land in the project nor is a recipient of any revenue/ consideration from the sale of plots executed by Respondent No.1 in favour of the allottees.

53. Respondent No.2 further submitted that Respondent No.1 pressurized Respondent No.2 to register the project under Section 3 which would allow the Respondent No.1 to develop the land as per the second facet of the MOU between Respondent Nos.1 and 2. Further, given that Respondent No.2 along with 6 others have applied and procured draft layout permission from HMDA dated 30.06.2018, only Respondent No.2 and others could apply for registration as per Section 3.

54. Respondent No.2 submitted that person responsible for development of the project is solely Respondent No.1 for the following reasons:

- a. As the project was registered in Respondent No.1's name,
- b. As Respondent No.1 developed the project as per Section 2(s) of the Act, 2016,
- c. Respondent No.1 as per Section 11 issued prospectus, marketed and advertised it on their website, brochures, posters, TV advertisements with endorsements from film actors for the purpose of sale,
- d. As Respondent No. 1 is the recipient of the total proceeds from the sale of plots in the project, and the same has not been deposited into the registered bank account created during the registering the project with this Authority,
- e. As it is Respondent No.1 who issued notices and declarations to the complainants consisting of timelines in which incomplete work in the project would be completed,
- f. As the Respondent No.1's website advertised the project and further, the website clearly reveals "Silpa's Suvarna Sampada 2" as one of their completed projects.

55. Respondent No.2 further submitted that Respondent No.2 is a victim of the fraud, deception and mala fide of Respondent No.1. It was submitted that as per the clause (ii) and (v) of Section 2(zk), *only a person who develops land into project or acts as a builder, colonizer, developer, or act as the holder of a power of attorney from the owner for the purpose of sale can be termed as a promoter*. It is Respondent No.1 who developed the project for the purpose of sale and the Respondent No.2 has neither developed the project nor was the landowner prior

to the registration of the project before this Authority. She submitted that Respondent No.1 would be the sole promoter and given the peculiar facts of the case at hand, the Respondent no.2 cannot be termed as a promoter for the following reasons:

- a. The Respondent No.2 has no share of land in the project prior to registration of the project under Section 3 as the Respondent No.2 has entered into an agreement of sale cum GPA and executed sale deeds in favour of Respondent No.1 for his entire land share in the layout.
- b. That it was Respondent No.1 who was the recipient of the consideration from the agreement of sale and further sale of plot to the Complainants and not Respondent No.2. The consideration from the said sale of plot in favour of the Complainants was directly paid to Respondent No.1 and not paid to the bank account created by Respondent No.2 during registration of the project.
- c. That it was Respondent No.1 who marketed and advertised on development of the project, developed it and sold the plot to the Complainants.
- d. That it was Respondent No.1 who entered into the agreement of sale with the Complainants for the sale of the plot and further, executed a sale deed in favour of the Complainants.
- e. That it was Respondent No.1 who has given timeline and status of the development works in the project to the Complainants.
- f. That Respondent No.2 was compelled to register the project under Section 3 by Respondent No.1, to fulfil the conditions of MOU between Respondent No.1 and 2. The Respondent No.2 cannot be construed as a promoter solely on this fact as he neither is a landowner nor developer of the project. Further, Respondent No.2 did not receive any revenue/ consideration from the project.
- g. That Respondent No.2 is not mentioned as landowner/promoter under the promoter details of the RERA project registration.

56. Respondent No.2 also submitted that the obligation entailed under Section 15 is not applicable to the current set of facts. The Layout Permission (LP) number was issued on 30.06.2018. The Respondent No. 2 has entered into an agreement of sale-cum-General Power of Attorney (GPA) and registered sale deeds in favour of Respondent No. 1 for the totality of his share of plots in the layout. As Respondent No.1 was unable to apply for RERA registration, compelled to fulfil the conditions of MOU between the Respondent No.1 and 2, the Respondent No.2 and two others had applied for registration of project under Section 3. Therefore, before applying for the registration of project, Respondent No.1 was the majority holder of plots and as such, the question of obtaining consent of majority allottees before transfer of a real estate project to third party does not arise in the present case. The transfer or sale of the majority share took place prior to the registration of project under RERA Act and prior to the existence of any allottees to the project. As such, the obligation under Section 15 is inapplicable in the current case. If at all Section 15 were to be applied, it would only apply to Respondent No.1 as once they acquired the majority share, they've become the promoter of the project.

57. It was submitted that the Respondent No.2 has applied for RERA registration under Section 3, along with one M/s Axis Constructions and one Mr. Ch. Naveen Kumar. Further, M/s Axis construction has pledged properties as securities during the registration. Irrespective of that, the Complainants has not made M/s Axis Constructions and Mr. Ch. Naveen Kumar as a party to the current proceedings though the said two parties along with Respondent No.2 have applied for the registration of the project.

58. It was submitted that the relief prayed by the complainants to "*put a hold on all approvals accorded to Respondent Nos.1 & 2 and on their other real estate projects till this project is completed or any other suitable measure as per RERA Act*" is unjust and extreme in nature as the wrongdoing of delaying the development of the project is committed by Respondent No.1.

Points for consideration:

59. Upon deliberation of the contentions of the parties as well as the documents filed therein, the following issues sprout for consideration:

- I. Whether the Respondents have violated provisions of the RE(R&D) Act, 2016? If yes, are they liable for penalty?
- II. Whether the Complainants are entitled to its reliefs as prayed for? If so, to what extent?

Observations and directions of the Authority:

Point I

60. This Authority has perused the material on record along with the submissions made by the parties. Respondent No.1 submits that because Respondent No.2 has procured the permission from the competent authority and also the registration from this Authority, therefore, Respondent No.2 is the promoter who is responsible for completion and handover of the project. Respondent No.1 also submits that the MoU dated 12.12.2018 bears no relevance to the facts of the present case and further that he is merely a plot owner who sold the plots to the Complainants and other customers to the project. He prayed to dismiss the case against him.

61. Respondent No.2 on the other hand made a plethora of submissions citing reasons as to why Respondent No.2 is not the promoter to the project and whereas Respondent No.1 is the promoter who pressurised Respondent No.2 to obtain the registration from this Authority in order to satisfy the conditions under MoU dated 12.12.2018 and as plots were sold and development was being done by Respondent No.1, Respondent No.2 cannot be construed to be a promoter to the project. She also highlighted before even “pressurised” by the Respondent No.1 to obtain registration from this Authority, Respondent No.2 had already sold the plots to the Respondent No.1 along with other landowners who were unjustly not made parties before this Authority.

62. This Authority, after hearing the parties, is of the considered view that when the Respondent No.2 has registered the project with this Authority by submitting relevant documents and obtaining the competent authority permission, he squarely falls under the definition of a promoter as defined under Section 2(zk) of the RE (R&D) Act, 2016. Merely because it was submitted that

she had nothing to do with the marketing, sales, sale consideration and development of the project, does not absolve of her duties as a promoter before this Authority.

63. During registration, every promoter is required to submit a declaration in Form B as mandated under Rule 3(4) of the Rules, 2017. Accordingly, Respondent No.2 submitted a declaration submitting as under:

“I Mr. M. Ravi Kumar, Authorized signatory of MAHA INFRA & DEVELOPERS Promoter of the proposed project SUVARNA SAMPDA @namely do hereby solemnly declare, undertake and state as under:

- 1. That we have a legal title to the land on which the development of the proposed project is to be carried out. And a legally valid authentication of the title of such land along with an authorized copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.*
- 2. That the said land is free from all encumbrances.*
- 3. That the time period within which the project shall be completed by me/promoter is 30/06/2021.*
- 4. That seventy percent of the amount realized by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for the purpose.*
- 5. ...*
- 6. ...*
- 7. ...*
- 8. That I/promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the act.*

The contents of my above affidavit cum declaration are true and correct and nothing material has been concealed by me there from.”

64. A plain reading of the above-affidavit would go to show that Respondent No.2 affirmed before this Authority, through sworn declaration that it has title to

the land on which the project is being constructed, however, in the submissions made before this Authority, it was submitted, that much before Respondent No.2 obtained registration which Respondent No.1 pressurized it to do, Respondent No.2 had sold all the plots to Respondent No.1. This clearly shows that Respondent No.2 has submitted false information and obtained the registration from this Authority for which it is liable for penalty under Section 60 of the RE(R&D) Act, 2016.

65. Further, Respondent No.2 submits, in order to honor the terms of the MoU dated 12.12.2018, Respondent No.2 was pressurized by Respondent No.1 to obtain registration in line of the fact that Respondent No.2 obtained permission from the competent authority. This Authority does not mandate any such proposition that one who has obtained permission from the competent authority has to obtain the registration. In the event the promoter who is making an application for registration under Section 4, establishes through relevant documents, that the promoter now has the right & title to obtain the registration under Section 3, despite not having obtained permission from competent authorities, this Authority, upon examining the documents keenly, registers such real estate projects after being duly satisfied with the documents so submitted. Therefore, the counter argument of Respondent No.2, that it was pressurized by Respondent No.1 and that is the sole reason why it registered the project with this Authority is not tenable. When one registers the project with this Authority, without any doubt, thee become the promoter as defined under Section 2(zk) of the RE(R&D) Act, 2016.

66. Respondent No.2 also submitted in Form B as mentioned above that all relevant documents have been uploaded/submitted by it to this Authority. However, as Respondent No.2 pleads that plots have been sold to Respondent No.1 before obtaining the registration from this Authority, such sale deeds were admittedly, not submitted/uploaded by Respondent No.2 thereby establishing the liability of Respondent No.2. It was submitted that land is free from all encumbrances but there is no mention of the said sale deed which Respondent No.2 asserts & admits to have been executed prior to obtaining registration. This clearly establishes the mala fides on part of the Respondent No.2 is misleading

this Authority with incorrect & false information. Furthermore, the admission of Respondent No.2 that the sale consideration received by Respondent No.1 from the Complainants was not deposited by Respondent No.1 into the designated bank account, which was originally created by Respondent No.2, and the further affirmation by Respondent No.2 before this Authority that the said amount would be deposited, unequivocally establishes his mala fides in misleading and deceiving this Authority.

67. Respondent No.2 also highlighted that Respondent No.1 is sole person responsible for development of the project and thereby is the promoter to the project as, the project was registered in the name of Respondent No.1, and further, that Respondent No.1 has undertaken the development of the project in accordance with Section 2(s) of the RE(R&D) Act, 2016; and whereas Respondent No.1, in compliance with Section 11, has issued a prospectus, marketed, etc; and whereas Respondent No.1 is the sole recipient of the total proceeds arising from the sale of plots, which have not been deposited into the designated bank account; and whereas Respondent No.1 has issued notices and declarations to the complainants stipulating timelines for completion of the project; and the website of Respondent No.1 prominently advertised the project, explicitly displaying "Silpa's Suvarna Sampada 2" as one of its completed projects.

68. Respondent No.1, in this regard, submits that no liability can accrue to him as neither the permission from the competent authority nor the registration from this Authority was obtained by Respondent No.1, and that Respondent No.1 is merely a plot owner who sold them to third parties. The Complainants have submitted, *per contra*, that Respondent No.1 is the one, through whom, the plots were offered for sale by way of brochures in print & electronic media and that Respondent No.1 is the person who executed sale deed in favour of the Complainants and received full sale consideration. Further, all points as mentioned above by the Respondent No.2 were duly agreed by the Complainants.

69. In this regard, this Authority is of the considered view that Respondent No.1, though is not registered with this Authority, he has offered for sale, admittedly received sale consideration and executed sale deeds in favour of the

Complainants and also, as per submissions of the Respondent No.2 & Complainants, Respondent No.2 is also taking care of the development of the project. Respondent No.1 vehemently denied that project development was being done by him but submitted during oral submissions that he has applied for electricity connection for the project and shall ensure it is available at the earliest. This very act on behalf of Respondent No.1 clearly establishes that he has undertaken developmental works and also admittedly received sale consideration and executed sale deeds which falls well within the acts of a promoter under the Act, 2016.

70. Section 2(zk) of the RE(R&D), 2016 defines promoter as one “*who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon*” or “*any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale.*” A plain reading of this provision makes it abundantly clear that Respondent No.1, even though not registered with this Authority as a “promoter” or a landowner, despite being owner of the plots as per its own admission, squarely falls under the definition of a promoter as he developed the land into plots and sold them to the Complainants. The RE(R&D) Act, 2016 has envisaged a wide meaning to the term promoter by inserting the term “by whatever name called” with a sole intent and purpose to ensure that persons who claim to not be a promoter but perform the functions of a promoter also fall under the purview of this said Act.

71. Respondent No.2 also argued that provisions of Section 15 will not be applicable to the facts and circumstances of the present case as Respondent No. 2 has entered into an agreement of sale-cum-General Power of Attorney (GPA) and registered sale deeds in favour of Respondent No. 1 for the totality of his share of plots in the layout and as Respondent No.1 was unable to apply for the registration, Respondent No.2 was compelled to fulfil the conditions of MOU dated 12.12.2018, and Respondent No.2 and two others applied for registration

of project under Section 3. This Authority has already discussed that no person can be compelled to apply for registration and affirm wrongly, and in that case, Respondent No.2 should've taken appropriate action against Respondent No.1 as false Form B declaration was submitted by Respondent No.2 on coercion by Respondent No.1. This entire passing the of the liability by the Respondents herein is, in the considered view of this Authority, is deplorable.

72. Respondent No.1, by virtue of entering into the MoU dated 12.12.2018 has become responsible for the development & sales of the project in accordance with Clause 6 of the said MoU. Further, Respondent No.2 by virtue of registering before this Authority and submitting the declaration under Form B also becomes responsible for the development of the project. Both the Respondents are promoters under the provisions of the RE(R&D) Act, 2016 and are responsible towards the Complainants in terms of development & completion of the project and handover of the same in terms of Section 14(1) & 17(1) of the said Act.

73. Failure to do complete the project in accordance with the sanctioned plan issued by HMDA within the stipulated time frame attracts penalty under Section 14(1) which mandates the promoter to complete the project and stipulates as under:

“The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.”

74. Though Respondent No.1 has 'conveyed' the plots in favour of the Complainants through registered sale deeds, it becomes the responsibility of the promoters i.e., Respondent Nos.1 & 2 both, to handover and deliver the possession of the said plots in complete manner. Mere execution of sale deeds does not 'physically' convey the plot in favour of the Complainants, more so, because the basic and promised infrastructure such as water and electricity have still not been provided.

75. Complainants also brought to the notice of this Authority that litigation with respect to the approach road is pending adjudication before Ld. Junior Civil

Judge Court Sangareddy vide OS No 959/2019 (Registration No 763/2019 and CNR Number TSSN030017352019). Admittedly, Respondent No.2 who registered the project with this Authority failed to submit the details of such litigation on the website which is mandated under Rule 14(1)(a)(iii) of the Rules, 2017. No explanation whatsoever has been given by Respondent No.2 as to why such disclosure was not made. This constitutes a violation and attracts penalty under Section 61 of the RE(R&D) Act, 2016.

76. Respondent No.1 submitted that some of the third parties filed civil suit and writ petitions before the Hon'ble High Court of Telangana against Respondent No.2 and others and in the said writ petitions the Hon'ble High Court of Telangana had passed interim order against the Respondents herein to maintain status-quo, however, the Respondent did not produce a copy of the said interim order. In the absence of bringing on record the fact of such interim order issued by the Hon'ble High Court, this Authority does not seek to issue any directions with respect to the same.

77. Further, Respondent No.2 submitted that subsequent to the said sale of plots, Respondent No.1 entered into agreements of sale with the Complainants even prior to registration of the project "*Silpa's Suvarna Sampada 2*" with this Authority. However, neither did complainants submit that such agreements were entered into, nor did Respondent No.2 produce any documents to establish beyond reasonable doubt that Respondent No.1 violated Section 3 by entering into agreements of sale before obtaining registration to the Project. Therefore, this Authority, in the absence of evidence to the contrary, is not issuing any directions in this regard.

78. In light of the above discussions, it is held that Respondent No.1 & Respondent No.2 are declared as promoters to the project and both the Respondents are liable for the handover of the plots with promised infrastructure to the Complainants. With respect to violation of the provisions of RE(R&D)Act, 2016 by the said Respondents, it is held that, as discussed above, for submitting false information and not disclosing the sale deeds that were executed in favour of the Respondent No.1 by Respondent No.2 duly selling the plots, both

Respondents, being the promoters of the project, are liable for penalty under Section 60 of the RE(R&D)Act, 2016. Further, both Respondents by violating Section 14(1), are also liable for penalty under Section 61 of the said Act.

79. Therefore, Point I is answered accordingly, and Respondent Nos.1 & 2 are liable for penalty under Section 60 for submitting false information and under Section 61 for violating Section 14(1) of the RE(R&D) Act, 2016 and Rule 14(1)(a)(iii) of the Rules, 2017.

Point II

80. Main relief sought for by the Complainants is to complete the works and handover the plots with promised infrastructure to the Complainants immediately and impose penalty for violations committed by the Respondents. With respect to the second half of the relief, this Authority has already answered in Point I.

81. With respect to completion of infrastructure such as water, electricity, approach road, etc., both Respondent Nos.1 & 2 are liable for the same in accordance with Section 14(1) as has been discussed above. Therefore, Respondent Nos.1 & 2 are liable for completion of the same and are also liable to pay interest on such delay of possession.

82. Accordingly, Point II is answered.

Directions of the Authority:

83. In light of the above discussion, the Authority vide its powers under Section 37 and 38, issues the following directions:

- i. Respondent Nos.1 & 2 are jointly and severally liable and hereby directed to pay penalty of Rs. 5,97,237/- for submitting false information under Form B declaration to this Authority in accordance with Section 60, payable within 30 (thirty) days in favor of TG RERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036; and
- ii. Respondent Nos.1 & 2 are jointly and severally liable for penalty under Section 61 for violation of Section 14(1) and Rule 14(1)(a)(iii) and are

therefore, directed to pay penalty of Rs. 5,97,237/- payable within 30 (thirty) days in favor of TG RERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036; and

- iii. Respondent Nos.1 & 2 are directed to complete development along with the promised infrastructure in the project and handover possession of the same within 60 (sixty) days from the date of this order, as otherwise stringent action, including penalty in accordance with Section 63 of the RE(R&D) Act, 2016 shall be imposed.

84. In light of the above directions, the present complaint is disposed of. No order as to costs.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

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

