

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

COMPLAINT NO.327 OF 2022

25th Day of September, 2023

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

Sri Srinivas Sudharshan ...Complainant

Versus

M/s Ronav Builders ...Respondents

Argued by: Sri Srinivas Sudharshan, the Complainant.
Sri B. Mahesh Kumar on behalf of the Respondent.

The present matter filed by the Complainant herein came up for hearing on 23.08.2023 and 13.09.2023 before this Authority in the presence of Sri Srinivas Sudharshan, the Complainant, and Sri B. Mahesh Kumar on behalf of the Respondent and upon hearing the arguments of both 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 "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules").

A. Facts of the Complaint:

2. The facts of the case, in brief, are that after going through the link documents, Building Permission and brochure of the Project titled "Eternal H.K. Heights" registered with this Authority vide registration No. P02500000870, the Complainant

and other apartment owners booked a flat in the said Project situated at Dilsukhnagar, Hyderabad. As per the Agreement of Sale, the Complainant paid the total sale consideration and the Respondent executed the Sale Deed before S.R.O, Azampura, Hyderabad.

3. He further submits that at the time of registration, the interiors of the flat were not completed, and the infrastructure mentioned as per the brochure were also incomplete, however the Respondent Builder promised to complete the interiors and the infrastructure within 2 (two) months of registration.

4. That subsequently, the Complainant and other residents of the apartment/Project started occupying the flats on “as is and where is” basis but the interior and infrastructure were still not completed due to which they faced several day to day problems. Enlisting the same, the complainant approached this Authority.

B. Reply on behalf of the Respondent:

5. Per contra, the Respondents submitted that allegations raised by the Complainant are false and that, as Occupancy Certificate for the Project was procured on 16.07.2021, this Authority does not have jurisdiction to adjudicate the present matter.

C. Hearing conducted:

6. This Authority called the parties for hearing on 23.08.2023 and when both parties were present, and during the course of hearing, both parties expressed their willingness to mutually arrive at a settlement.

7. Accordingly, vide Compromise Affidavit dated 22.09.2023, the parties agreed as under:

“(a) It is submitted that the complainants filed the above complaint on 31.05.2022 alleging non-provision of amenities as advertised in the project brochure for Eternal HK Heights, Moosarambagh, Hyderabad.

(b) It is submitted that in response to the complaint, the Builder submitted a reply denying all the allegations. Subsequently, proceedings before this Hon’ble Authority have been ongoing, with both parties providing timely responses to notices issued by this Hon’ble Authority.

(c) I submit that, with the conclusion of the pleadings by both parties, this Hon’ble Authority scheduled a hearing on 23.08.2023, during which the parties mutually agreed to a compromise due to identified shortcomings in the grievances raised. This compromise is subject to certain conditions imposed on both parties.

(d) It is hereby submitted that, in accordance with this memorandum of compromise, the builder shall undertake three minor civil works at the request of the complainants.

(e) In accordance with this memorandum of compromise, the complainants have mutually agreed to immediately withdraw the complaint dated 31.05.2022 thereby settling the dispute between the parties.

(f) I submit that, as part of this compromise, the parties have also resolved their monetary transactions, with no outstanding claims by either party.

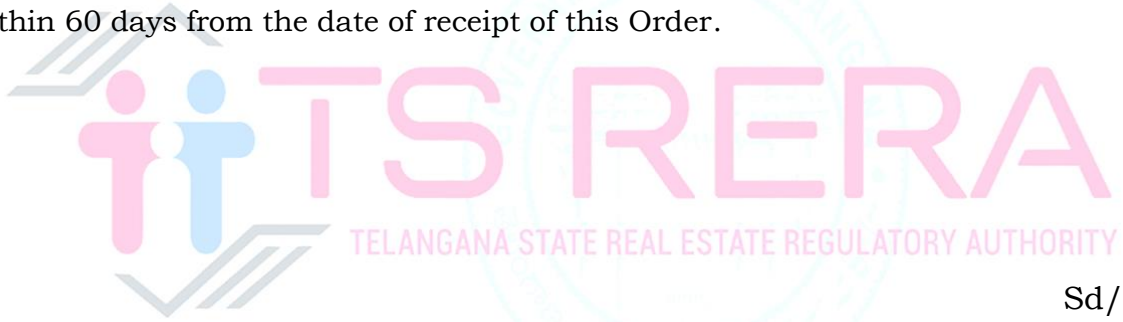
(g) It is further submitted that the contents of this compromise were read aloud and explained in Telugu language to all parties involved in the complaint, in the presence of two witnesses. Having understood the contents, the parties have willingly and consentingly attested their signatures.

Finally, we respectfully request that this Hon’ble Authority formally records the memorandum of compromise and promptly concludes the proceedings.”

E. Directions of the Authority:

8. In lieu of the above-quoted Compromise Affidavit, the present complaint stands disposed of. This Authority directs the Respondent to complete all the pending works as mentioned in the Compromise Affidavit dated 22.09.2023 within 60 days from the receipt of this Order. The parties are hereby informed that failure to comply with this Order shall attract Section 63 of the Act.

9. 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) within 60 days from the date of receipt of this Order.



Sd/-

Sri Laxmi Narayana Jannu, Hon'ble Member

Sd/-

Sri K. Srinivasa Rao, Hon'ble Member

Sd/-

Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson