

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

Dated, this the 18th day of MARCH, 2025.

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

C.C.P.No.41/2024/TG RERA

Between:

- 1) Sri Anne Naveen Kumar.
- 2) Ms.Anne Divya.
- 3) Sri Anne Venkat Satyanarayana.
- 4) Ms.Anne Sujatha.

Plot No.7, Dhanalakshmi Colony, Bapuji Nagar,
New Bowenpally, Secunderabad 500 011.

...Complainants.

And

Jubilee Hills Landmark Projects Pvt.Ltd., Regd.Office:
Sy.No.16/3, Ward No.9, Road No.1, Jubilee Hills Check
Post, Jubilee Hills, Hyderabad 500 033.

...Respondent.

This complaint came up before me on this day for enquiry and hearing in the presence of Counsels for the Complainant and of the respondent, upon perusing the memo for withdrawal of complaint by the complainants and other material on record and on hearing both sides 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 complainants, in brief, is that the respondent is the Promoter of the Project known as 'Mantri-A Residential Project' and the complainant is one of the allottees of the apartment. The respondent had acquired the property admeasuring 28,303 Sq.yards of land in T.S.No.16/3 (Old Sy.No.120/Part, 403/Part) Block-II, Ward No.9, near Jubilee Hills Check Post situated at Shaikpet village and Mandal, Hyderabad. Thereafter, the respondent entered into a Joint Development Agreement-cum-General Power of Attorney dt.24.08.2011 in respect of the said property with Mantri Mansion Private Limited (MMPL) vide document No.1327/2011. The said Mantri Mansion Private Limited has been amalgamated into Mantri Developers Pvt. Ltd., (MDPL) vide an order dt.31.05.2018 passed by the National Company Law Tribunal, Bengaluru Bench in Company Petition CP (CAA) No.46/BB/2017. The said Project was being constructed over the said land after obtaining permissions from GHMC for construction of super-premium luxury residential units/Apartments in multi-storied apartment buildings on the Project 'Mantri-A Residential Project'.

2(b). It is averred in the complaint that initial allotment was done for Unit A-902 in December, 2021 and the same was subsequently shifted to F-902 in the month of March, 2022. In terms of contents in Schedule A1 of Registered Agreement of Sale vide Document No.2316/2022, dt.30.03.2022, they have made total payment of Rs.1,08,00,000/- (Rupees One Crore and Eighty Lakhs only). Later on, the respondent failed to deliver possession of the Flat by the agreed date, i.e.,30.09.2023. The respondent has also failed to complete the Project within the proposed completion date. As on date,

the respondent has managed to complete only 30% of the over Project, stalling further progress due to lack of funds.

2(c). It is also averred in the complaint that the complainant and other allottees came to know that the Mantri group companies have an outstanding debts and liabilities of more than 3000 Crores of rupees towards financial creditors, lenders, home buyers and other creditors. Even in the present project, the Promoter-respondent-developer have defaulted on the loans availed from the Banks and the present assets have been declared as non-performing asset (NPA). In the given financial inability of the respondent in conjunction with country-wide recovery proceedings initiated against the respondent and Mantri group companies, it is unlikely that the respondent will be able to complete the Project. Therefore, the complainant filed present complaint seeking compensation of Rs.11,76,750/- (Rupees Eleven Lakhs, Seventy Six Thousand, Seven Hundred and Fifty only) towards delay in delivering possession of Flat for one year i.e., from 01.10.2023 to 30.09.2024; and monthly interest as per prevailing highest SBI MCLR plus 2% payable every month from 1st October, 2024 till handing over possession of completed unit; and also to award costs of the complaint.

3. On registration of the complaint, notices were issued to both the parties. Upon receipt of notice, respondent made appearance through Ms.Shireen Sethna Baria, Advocate, who filed Vakalat on behalf of respondent and subsequently filed counter along with documents.

4. Thereafter, during enquiry, Sri Mohd.Shujauddin, Advocate filed Vakalat for complainants and got marked Exs.A1 to A7 documents and Exs.B1 to B20 documents were marked on behalf of respondent, with consent and the matter was posed for arguments.

5. When the matter came up for arguments, Complainants filed a memo giving notice to Counsel for respondent stating inter alia that they filed this complaint seeking delayed possession interest till handing over possession and when the matter came for hearing, it is noticed that this Tribunal has no jurisdiction to adjudicate the relief as per the decision of Hon'ble Supreme Court in "*M/s.Newtech Promoters and Developers Pvt.Ltd, vs State of Uttar Pradesh*" and as such they want to withdraw the complaint reserving right to file fresh complaint and sought permission to withdraw this complaint granting liberty to file fresh complaint before the Regulatory Authority. Notice of the said memo is given to other side, who endorsed as "copy received and no objection."

6. Heard. In the facts and circumstances stated in memo and since memo not opposed, the memo has to be allowed.

7. In the result, the complaint is disposed off as "withdrawn" with liberty to file fresh complaint as mentioned in memo, as they are advised in accordance with law.

Typed to my dictation, corrected and pronounced by me in open Court on this, the 18th day of MARCH, 2025.

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

**APPENDIX OF EVIDENCE
WITNESSES EXAMINED
NONE**

EXHIBITS MARKED FOR COMPLAINANTS (with consent)

- Ex.A-1: Copy of Cheque bearing No.000481, dt.18.07.2021 for Rs.50,00,000/- (Rupees Fifty Lakhs only) issued in favour of respondent.
- Ex.A-2: Copy of Agreement of Sale, dt.29.12.2021.
- Ex.A-3: Copy of Agreement of Sale, dt.30.03.2022 vide Doc.No.2316/2022.
- Ex.A-4: Copy of payment schedule in respect of Mantri “A” Project.
- Ex.A-5: Copy of memo filed on behalf of Respondent No.1 (JHLPL) in Complaint No.678/2022/TSRERA.
- Ex.A-6: Copy of intimation sent by the complainant No.1 to respondent, dt.01.10.2023.
- Ex.A-7: Copy of letter sent by Mantri Developers Pvt.Ltd., to complainant No.1.

EXHIBITS MARKED FOR RESPONDENT

- Ex.B-1: Dt.05.01.2022: Copy of resolution passed by the Board of Directors of respondent dt.05.01.2022.
- Ex.B-2: Dt.07.03.2006: Copy of the Certificate of Incorporation.
- Ex.B-3: Dt.16.08.2010: Copy of Memorandum of Association.
- Ex.B-4: Dt.16.08.2010: Copy of Articles of Association.
- Ex.B-5: Dt.19.09.2006: Copy of the Sale Deed.
- Ex.B-6: Dt.05.05.2011: Copy of the Development Agreement.
- Ex.B-7: Dt.24.08.2011: Copy of the first amendment to the Development Agreement-cum-GPA.
- Rc.B-8: Dt.04.12.2012: Copy of the second amendment to the Development Agreement-cum-GPA.
- Ex.B-9: Dt.10.09.2013: Copy of Supplementary Agreement.
- Ex.B-10: Dt.24.01.2018: Copy of 3rd amendment to the Development Agreement-cum-GPA.
- Ex.B-11: Dt.06.10.2012: Copy of GHMC building permit order.
- Ex.B-12: Dt.21.02.2018: Copy of GHMC building permit order.
- Ex.B-13: Dt.29.02.2021: Copy of GHMC building permit order.
- Ex.B-14: Dt.23.07.2024: Copy of extension application and affidavit in support of the application under Form-B.
- Ex.B-15: Dt.12.08.2024: Copy of sanction letter – Annexure-14.
- Ex.B-16: Dated: N I L ::: Copy of Confirmation of Deposit.
- Ex.B-17: Dt.30.06.2024: Copy of Certificates from Architect, CA and Chartered Engineer.
- Ex.B-18: Dated: N I L ::: Copy of list receivable.
- Ex.B-19: Dt.27.08.2024: Copy of memo filed on behalf of R2 in C.C.No.15/2024 on the file of RERA, Hyderabad.
- Ex.B-20: Dated: N I L ::: Copies of status of the Project.

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

CC.