

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

[Under the Real Estate (Regulation and Development) Act, 2016]

Date: 24th February, 2026

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. 582/2025/TGRERA

Ch. Venkateswara Rao

*(R/o- Door No. 2-65/AA Flat No. 718/818, Ace Atlantis,
Khajaguda, Hyderabad, 500089.)*

...Complainant

Versus

M/s Green Space Properties, Rep. by

1. U. Mahesh Kumar, Managing Partner

2. Kundeti Ravi Chandra Babu, Managing Partner

*(Office at H No 03-167/222 & 223 P/GSC-2/102,
Green Space Comfort - 2, Sriram Nagar Colony,
Gajularamaram, Suraram, Quthbullapur,
Hyderabad -500055.)*

...Respondents

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant, and the Respondent was absent. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & 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") seeking appropriate relief(s) against the Respondent.

A. Brief facts of the Case as per Form M filed by Complainant

3. The Complainant had filed the present complaint against M/s Green Space Properties in respect of the project "Green Space INDRA NAGAR," situated in Survey Nos. 20(P), 21(P), 26(P), 27(P) & 29(P), located at Aurangabad Village, Haveli Ghanpur Mandal, Medak District, which was approved under DTCP TLP No. 007774/LO/DTCP/3053/0020/2022 dated 28.01.2023. It was submitted that the Respondent had failed to register the project with

Telangana RERA even after lapse of more than 36 months and had continued to facilitate sale of plots without obtaining mandatory RERA registration and without complying with the statutory obligations. The Complainant had stated that despite repeated requests, the Respondent had not shared any RERA registration details and, as on 11.08.2025, the project had remained unregistered.

4. The Complainant had submitted that the Respondent had committed serious lapses, including selling plots prior to obtaining RERA registration, advertising the project and selling plots in an incomplete and undeveloped condition without obtaining the requisite NOC from Medak Municipality, and violating the terms and conditions applicable under DTCP norms, including failure to display information boards. It was stated that as per the DTCP approval, the project was required to be completed by 28.01.2025, but the Respondent had failed to adhere to the approved timelines. Further, the Respondent had executed an MOU promising completion of the development works by 31.05.2023, but the project was overdue by 27 months.

5. The Complainant had submitted that the Respondent had promised several amenities in the layout, such as underground drainage, 30 ft CC roads, 100% vastu-compliant developed plots, underground electricity cabling for streetlights, water and power connection to each plot, footpaths with avenue plantation, streetlights, a grand entrance arch, a lush green park with exercise cycles, and three years of maintenance. However, even as on 01.08.2025, the layout had remained grossly incomplete. The internal roads were not cement-concreted, wild plants were growing on the road surface, the compound wall had not been constructed, and the site had free access to animals such as buffaloes. Photographs and video clips evidencing the present condition had been submitted.

6. It was stated that the Complainant had purchased Plot No. 39-50 admeasuring 1800 sq. ft. for a total consideration of ₹37,80,000/-, under Sale Deed No. 3979/2023 dated 17.11.2023. Despite payment of the sale consideration, no development work had been completed, and the project had remained far from the promised state. The Complainant had submitted that the prolonged delay, non-completion, lack of communication, and failure of the Respondent to attend calls, WhatsApp messages, and emails had caused severe hardship, mental agony, anxiety, and insecurity. It was further submitted that the Complainant was a senior citizen aged 70 years and was under a significant financial burden due to the Respondent's inaction. The

Complaint was therefore filed seeking the intervention of this Hon'ble Authority to initiate appropriate action against the Developer.

B. Reliefs Sought

7. Accordingly, the Complainant sought the following reliefs:

- i. To apply for RERA registration of the project and furnish the copy of the RERA registration number.*
- ii. To give guidelines and immediate Completion of the project*
- iii. Get DTCP clearance.*
- iv. NOC from Medak municipality.*
- v. Maximum permissible penalty to be imposed on the developer as is as he is serial offender (case number 299/2024 of TG RERA) - even after the rearmament of the court the respondent is not responded to RERA Court.*

C. Counter filed by Respondents

8. The Respondent, Sri Kundeti Ravi Chandra Babu, Managing Partner of M/s. Green Space Properties, submitted his reply to the complaint. At the outset, it was contended that the Complainant before the Hon'ble Authority was not a genuine purchaser of plots in the project "GREEN SPACE INDRA NAGAR," situated in Survey Nos. 20(P), 21(P), 26(P), 27(P) & 29(P) at Aurangabad Village, Haveli Ghanpur Mandal, Medak District. Instead, it was submitted that the Complainant was a partner/investor who had agreed to provide funding of ₹4,00,00,000/- (Rupees Four Crores) besides including his land admeasuring Ac. 0-30 guntas in the project. It was stated that the understanding between the parties was that, after developing the project as per DTCP norms, the Complainant would receive developed plots proportionate to his 30 guntas of land, in addition to approximately 7,500 Sq. yards of developed plots towards his funding of ₹4,00,00,000/-.

9. It was submitted that the Complainant failed to perform his part of the contract. Referring to the Memorandum of Understanding dated 20-10-2022, the Respondent pointed out that the Complainant had funded only ₹2,35,00,000/- out of the agreed ₹4,00,00,000/-, leaving a balance of ₹1,65,00,000/- to be funded. It was argued that due to this failure, the Respondent suffered a severe financial crunch and could not complete the project amenities on time. The Respondent asserted that had the Complainant not agreed to fund the project,

alternative funding sources would have been arranged to ensure timely completion. It was further stated that despite suffering from the escalation of prices in development activity, the Respondent remained ready to complete the project in all aspects as agreed.

10. The Respondent detailed the execution of agreements and allotment of plots to substantiate that the Complainant had suppressed material facts. It was submitted that the Complainant gave his 30 guntas of land under a Registered Development Agreement (Document No. 50 of 2022) and subsequently entered into a Registered Supplementary Agreement (Document No. 1642 of 2023). Pursuant to the Supplementary Agreement dated 06-04-2023, the Complainant received 9 and odd plots (Plot Nos. 1, 4, 5, 8, 10, 11 to 14 & 15/part) comprising 1442.35 Sq. yards, which was proportionate to his land contribution. Furthermore, towards the partial funding provided, the Complainant got registered 29 and odd plots (Plot Nos. 34 to 53, 65/part, 66 to 73 & 78) comprising 4576.74 Sq. yards under 16 separate registered Sale Deeds in the year 2023 itself.

11. Thus, it was submitted that the Complainant was already in possession of a total of 6019.09 Sq. yards of developed plots. It was alleged that the Complainant suppressed these facts, specifically the Development Agreement, the Memorandum of Understanding, the Supplementary Agreement, and the registration of the 16 Sale Deeds, and filed the present false complaint to harass the Respondent and extract more land, ignoring the legal principle that one must approach the court with clean hands.

12. It was further submitted that the Complainant, with mala fide and dishonest intentions, lodged a complaint with the Police at Havelighanpur, registering a case in Crime No. 96 of 2025. It was argued that the Complainant took undue advantage of the non-completion of amenities, which was caused by his own failure to release the balance funds, to misrepresent facts. The Respondent contended that even after receiving 6019.09 Sq. yards, the Complainant alleged "Advertising and selling of plots in incomplete state without obtaining NOC," a question which the Respondent argued the Complainant had no locus standi to raise, given his status as a funding partner rather than a standard purchaser.

13. Regarding the status of the project amenities, the Respondent submitted that CC roads, underground drainage, water connections, the grand entrance arch, and electricity with street lights were already completed. It was admitted that the lush green park with a Gym/Cycling track was yet to be completed due to the fund crunch, but the Respondent undertook to complete the same in a short while.

14. In conclusion, it was reiterated that the Complainant had no locus standi to approach the Hon'ble Authority as he was an investor who funded the project for profit and had already secured a major portion of developed plots. It was submitted that the complaint was neither maintainable in law nor on facts. Consequently, the Respondent prayed that the Hon'ble Authority dismiss the complaint with exemplary costs in the interest of justice and equity.

D. Rejoinder filed by the Complainant

15. It was respectfully submitted by the Complainant, Sri Ch. Venkateswara Rao, a senior citizen aged 71 years, that these written arguments were placed before the Hon'ble Authority for perusal and consideration in connection with the case scheduled for hearing on 21st January 2026. It was stated that the submissions highlighted serious violations of the Real Estate (Regulation and Development) Act, 2016, coupled with persistent harassment, willful non-compliance, and gross disregard for the regulatory framework by the Opposite Party.

16. It was submitted that the Opposite Party had established a pattern of repeated legal harassment without ensuring regulatory compliance. It was pointed out that the Developer had been issuing repeated legal notices through its advocate, demanding payment of balance amounts, despite the project lacking valid RERA registration. It was contended that these notices constituted harassment and an attempt to compel payments under false pretences, which demonstrated a willful violation of Section 3 of the RE (R&D), Act, 2016, mandating project registration before any sale, booking, or demand for payment.

17. Regarding regulatory verification and documentation, it was submitted that the Complainant had verified the status with the Directorate of Town and Country Planning (DTCP) and obtained confirmatory documentation regarding the project's registration status. Furthermore, an RTI application filed with the Medak Municipality had been closed, providing documentary evidence confirming the regulatory violations by the Opposite Party. It was further placed on record that a First Information Report (FIR) was registered on 24th April 2025, documenting these violations, and subsequently, a Charge Sheet was filed on 30th November 2026, further substantiating the criminal breach of RERA provisions by the Opposite Party.

18. The Complainant drew the attention of the Hon'ble Bench to the chronic delay in RERA registration, which evidenced a pattern of willful non-compliance. It was highlighted that Case No. 299 of 2024 remained in the execution stage for more than six months following the order dated 30th July 2025, during which time Case No. 582/2025 reached the final hearing on

identical violations. It was argued that this inordinate delay, spanning more than half a decade since the initial fund collection, demonstrated a systematic disregard for RERA compliance requirements, willful defiance of the regulatory authority, and gross impunity in market operations. It was stated that the Opposite Party operated with complete disrespect for legal provisions, viewing RERA directives as advisory rather than mandatory.

19. It was further submitted that more than four and a half years had elapsed since the bulk of funds were collected from the Complainant and other buyers. Despite such an extensive period and substantial fund collection, it was pointed out that the Opposite Party had failed to obtain RERA registration, failed to provide legal compliance, and showed no substantive project progress commensurate with the funds collected, while continuing to harass buyers for additional payments.

20. The Complainant outlined specific legal grounds and violations. It was asserted that the Opposite Party stood in direct violation of Section 3 of RERA, 2016, which prohibits undertaking any real estate project without registration. Consequently, the demand for payment without RERA registration was termed null and void. It was further submitted that the failure to register the project despite repeated opportunities and orders demonstrated a willful breach of Section 4 regarding registration requirements. Additionally, the repeated legal notices demanding payment without compliance were cited as a violation of Section 9, which requires the promoter to act in good faith. It was also contended that the Opposite Party failed to comply with prior RERA orders under Sections 35 and 36, specifically referencing Case 299/2024, which indicated willful defiance and contempt of the Hon'ble Bench's orders. The registration of the FIR and the subsequent charge sheet were cited to establish that the misconduct extended beyond civil or regulatory breach into the criminal domain.

21. Based on these facts, grounds for blacklisting and regulatory debarment were presented. It was submitted that the pattern of non-compliance, willful defiance of previous orders, abuse of buyer confidence, and criminal conduct justified blacklisting. It was argued that considering the failure of previous orders to ensure compliance, only blacklisting and regulatory debarment would prevent further harm to aggrieved buyers, deter similar conduct, and restore the credibility of RERA enforcement. The Complainant respectfully requested that the Hon'ble Bench consider invoking enhanced remedial provisions to appoint an administrator to oversee project completion, impose continuous daily penalties of up to 5% of the project cost for non-

compliance, direct the freezing of accounts to prevent fund diversion, and bar future project registrations until the current violations were remedied.

22. Finally, the Complainant submitted mitigating circumstances warranting sympathetic consideration. It was highlighted that the Complainant was of advanced age and had demonstrated substantial faith in the regulatory system by filing multiple applications, RTIs, and FIRs. It was stated that a period of more than five years had elapsed since funds were collected, during which the Complainant lived in uncertainty, faced delays in alternative accommodation, lost accumulated interest on capital, and endured emotional and financial distress. It was emphasised that, unlike the Opposite Party's defiant conduct, the Complainant had acted in good faith by pursuing all available legal remedies and cooperating with regulatory processes.

E. Points for Consideration

23. The following issues arise for consideration before this authority:

I. Is the Complainant entitled to the relief(s) as prayed for? If yes, to what extent?

II. Whether the Respondents have violated provisions of the RE(R&D) Act, 2016?

F. Observations of the Authority

POINT I

24. Before advertent to the alleged violations under the Real Estate (Regulation and Development) Act, 2016, this Authority deems it appropriate to first determine whether the Complainant satisfies the statutory definition of an “allottee” and consequently qualifies as an “aggrieved person” entitled to maintain a complaint under Section 31 of the RE(R&D) Act.

25. Upon careful perusal of the material placed on record, it emerges that the relationship between the parties is not in the nature of a conventional promoter–allottee transaction. The Complainant himself relies upon a Memorandum of Understanding dated 20.10.2022, which records that he agreed to provide funding of ₹4,00,00,000/- (Rupees Four Crores) and to make available land admeasuring 30 guntas for development of the subject project.

26. It is further borne out from the record that, pursuant to the said arrangement and as part of the financial and development understanding between the parties, multiple plots were registered in favour of the Complainant. The registration of Plot Nos. 39 to 50, allegedly for a

consideration of ₹37,80,000/-, cannot be viewed in isolation as a simple retail allotment to a consumer purchaser, but forms part of a larger development and area-sharing arrangement.

27. Additionally, a Registered Development Agreement-cum-General Power of Attorney (DAGPA) bearing Document No. 50/2022 dated 07.01.2022 was executed between the parties for development of land admeasuring 3035.117 square metres. The said DAGPA provides for sharing of developed area in the ratio of 70:30 between the parties, thereby evidencing a structured development participation rather than a unilateral sale by a promoter to a buyer.

28. The material on record thus indicates that the Complainant is a landowner who entered into a Development Agreement with the Respondent-promoter and also agreed to extend financial participation in the project. His entitlement to developed plots arises from the contractual area-sharing arrangement under the DAGPA and MOU, and not from a standard allotment issued by a promoter to an intending purchaser in the open market.

29. For clarity, reference must be made to Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, which defines “allottee” as follows:

“allottee”, in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.

30. The legislative intent underlying the definition of “allottee” is to extend statutory protection to purchasers or home/plot buyers who acquire plots, apartments or buildings from a promoter in the ordinary course of a real estate transaction. The scheme of the RE(R&D) Act is consumer-protective in character and is intended to regulate transactions between promoters and buyers.

31. In the present case, the Complainant’s position is materially distinct. He is a landowner who entered into a Development Agreement providing for a 30% share in the developed area and who additionally participated in the financial structuring of the project as envisaged in the MOU. The plots registered in his favour are traceable to the contractual development and sharing mechanism, and not to a typical allotment as contemplated under Section 2(d) of the RE(R&D) Act.

32. It is further relevant to note that a landowner who enters into a Development Agreement involving sharing of constructed area or saleable area may, depending on the factual matrix, fall within the extended definition of “promoter” under Section 2(zk) of the RE(R&D) Act,

particularly where he shares revenue or area and participates in the real estate project at large. However, such a person cannot simultaneously claim the status of an allottee for the purposes of invoking allottee-specific protections under the RE(R&D) Act.

33. In view of the above analysis, this Authority holds that the Complainant, being a landowner who entered into a development and area-sharing arrangement with the Respondent and whose entitlement to saleable area flows from such contractual arrangement, does not fall within the statutory definition of an “allottee” under Section 2(d) of the RE (R&D) Act, 2016. Consequently, the relief sought with regard to completion of the project in terms of the Development Agreement-cum-GPA and Memoranda of Understanding executed between the parties cannot be adjudicated in the present proceedings under Section 31 of the RE(R&D) Act.

POINT II

34. This Authority has herein above recorded a finding that the Complainant does not fall within the definition of an “allottee” under Section 2(d) of the RE (R & D) Act, 2016 and therefore cannot seek allottee-specific reliefs under Section 31 in his personal capacity. However, that finding on locus standi does not conclude the present inquiry. The jurisdiction of this Authority is not exhausted merely because the complainant does not qualify for private relief, the regulatory mandate of the statute operates independently of the personal status of the complainant.

35. The Real Estate (Regulation and Development) Act, 2016 is a beneficial and regulatory legislation enacted to bring transparency, accountability and discipline in the real estate sector. This Authority is entrusted under Sections 34, 35, 36, 37 and 38 of the RE (R&D), Act with supervisory and enforcement powers to ensure compliance with the statutory scheme. Where a violation of a mandatory statutory provision particularly Section 3, which forms the foundation of the regulatory architecture is brought to the notice of this Authority, it is duty-bound to examine the same in the larger public interest. The obligation to register a real estate project is owed not to an individual complainant but to the statute itself and to the class of present and prospective homebuyers.

36. In the present case, it is on record that the Respondent is undertaking development of the project styled “Green Space INDRA NAGAR” situated in Survey Nos. 20(P), 21(P), 26(P), 27(P) and 29(P), Aurangabad Village, Haveli Ghanpur Mandal, Medak District. The Respondent does not dispute that layout approval was obtained for the said project.

37. The material placed before this Authority shows that layout approval was granted by the Medak Municipality / Municipal Corporation vide TLP No. 007774/LO/DTCP/3053/0020/2022 dated 28.01.2023. Further, as per the municipal approval obtained in the name of Sri U. Mahesh Kumar (Managing Partner of Respondent Firm M/s Green Space Properties), the development is proposed over an extent of 25,900 square yards, which is equivalent to 21,655.699 square metres, comprising 94 plots. Thus, the project is a plotted development of substantial scale, spread across multiple survey numbers.

38. The dimensions and scope of the project, as reflected in the municipal approval, clearly demonstrate that it is neither a minor development nor a private arrangement falling within the limited statutory exemption. Section 3(2)(a) of the RE (R&D), Act exempts only those projects where the area proposed to be developed does not exceed 500 square metres or where the number of apartments proposed to be developed does not exceed eight, inclusive of all phases. The present project, measuring more than 21,000 square metres and comprising 94 plots, far exceeds both thresholds. There is also no material to show that the project has obtained a completion certificate prior to commencement of the RE (R&D), Act or that it falls under renovation or repair without marketing. Consequently, the project squarely attracts the mandatory requirement of registration under Sections 3 and 4 of the RE (R&D), Act.

39. Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 provides in unequivocal terms:

“No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.”

40. The language of Section 3(1) is prohibitory and mandatory. Registration of the real estate project is a condition precedent to any act of advertisement, marketing, booking, sale or offer for sale. The statutory embargo is absolute, subject only to the limited exemptions

expressly provided in Section 3(2). In the absence of registration, the promoter is statutorily barred from undertaking any form of sale activity.

41. It has been brought to the notice of this Authority and found from the material placed on record that the Respondent has been advertising and promoting the project “Green Space INDRA NAGAR” without obtaining registration under the RE (R & D) Act, 2016. Advertisement and promotion of a real estate project, in any manner whatsoever, squarely fall within the expressions “advertise” and “market” as used in Section 3(1) of the RE (R&D), Act, and such acts cannot legally be undertaken in the absence of prior registration with this Authority.

42. The Respondent cannot seek to justify non-registration by referring to private contractual arrangements, funding disputes, Memorandum of Understanding, Development Agreements, or inter se understandings with the Complainant. The statutory obligation to register a project under Sections 3 and 4 is independent, mandatory and unconditional.

43. In these circumstances, this Authority is constrained to hold that the Respondent has undertaken development and sale activity in respect of a real estate project without obtaining prior registration as mandated under Section 3(1) of the RE (R & D) Act, 2016, thereby attracting regulatory consequences under the Act.

44. This Authority also takes note that the present violation is not an isolated instance but forms part of a continuing pattern of statutory non-compliance by the Respondents. In Complaint No. 299 of 2024 concerning the project “Green Space Bhagiratha,” this Authority, by a detailed Order dated 30.07.2025, had categorically held that the very same Respondents had violated Sections 3 and 4 of the RE (R & D) Act, 2016 by advertising, marketing and selling plots without obtaining prior registration of the project. Upon recording a clear finding of contravention, this Authority imposed a penalty of ₹3,37,800/- (Rupees Three Lakh Thirty Seven Thousand Eight Hundred only) under Sections 59 and 60 of the RE (R&D), Act and directed compliance with the statutory mandate of registration.

45. The said Order dated 30.07.2025 attained finality. However, despite the clear findings and directions issued therein, the Respondents failed to comply with the binding order of this Authority. The penalty imposed was not honoured within the stipulated period, nor was satisfactory compliance demonstrated. Such conduct compelled this Authority to initiate further proceedings under Section 63 of the RE (R & D) Act, 2016 for non-compliance of its order.

46. Consequently, by Order dated 21.02.2026 passed under Sections 34(g), 37, 38 and 63 of the RE (R&D), Act, this Authority recorded that non-compliance of a binding order strikes at the statutory discipline contemplated under the RE (R & D) Act, 2016 and that once default is established and remains unexplained, the consequence under Section 63 must follow. It was further observed that the default was continuing and clearly wilful in nature. Accordingly, the Respondents were held liable for non-compliance of the Order dated 30.07.2025 and were directed to pay a penalty of ₹3,000/- (Rupees Three Thousand only) per day of default from the date on which compliance became due, until compliance was effected or until the penalty accumulated to the extent of 5% of the estimated cost of the project, whichever was earlier. The Respondents were also directed to inform the Authority upon compliance to arrest the accruing penalty.

47. The above sequence of events demonstrates that the Respondents have previously been found guilty of violating Sections 3 and 4 of the RE (R&D), Act, have been penalised under Sections 59 and 60, and thereafter again penalised under Section 63 for failure to comply with a binding regulatory order. The continuation of development and sale activities in the present project “Green Space INDRA NAGAR” without registration, despite such prior proceedings, indicates a pattern of deliberate and wilful disregard of statutory mandates and regulatory discipline.

48. The RE (R & D) Act, 2016 is a mandatory and reformatory statute enacted to ensure transparency, accountability and protection of buyers in the real estate sector. Its provisions are not advisory in nature, nor can compliance be deferred at the discretion of a promoter. Registration under Section 3 is the foundation upon which the entire regulatory architecture rests. Non-registration deprives present and prospective buyers of access to essential statutory disclosures relating to approved layout plans, development timelines, encumbrances, financial arrangements, promoter credentials and other material particulars required to be made available on the Authority’s website under Section 4.

49. In the present case, despite municipal approval for development over 25,900 square yards comprising 94 plots and despite execution of registered sale deeds forming part of the project activity, the Respondent has failed to obtain registration under the RE (R & D) Act, 2016. When viewed in conjunction with the prior proceedings in Complaint No. 299 of 2024 and the subsequent penalty order under Section 63, the conduct of the Respondents reflects not inadvertence but conscious non-compliance.

50. Accordingly, notwithstanding the finding that the Complainant in his individual capacity does not qualify as an allottee, this Authority, in exercise of its independent regulatory jurisdiction, holds that the Respondents have violated Section 3(1) of the RE (R & D) Act, 2016 by undertaking development, executing sale transactions and advertising the project without obtaining prior registration of the real estate project.

51. The consequences of such violation, including imposition of penalty under the applicable provisions of the RE (R&D), Act and issuance of appropriate regulatory directions to prevent further non-compliance, shall be addressed in the operative portion of this Order.

G. Directions of the Authority

52. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondent:

- i. The Respondents, namely M/s. Green Space Properties, represented by its Managing Partners, are hereby directed to immediately cease and desist from advertising, marketing, booking, selling, offering for sale, or inviting persons to purchase in any manner whatsoever any plot, apartment or building in the project “Green Space INDRA NAGAR” situated in Survey Nos. 20(P), 21(P), 26(P), 27(P) and 29(P), Aurangabad Village, Haveli Ghanpur Mandal, Medak District, unless and until the said project is duly registered under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016.
- ii. This restraint shall equally apply to any other real estate project undertaken by the Respondents which attracts mandatory registration under the RE (R&D), Act and has not been duly registered with this Authority.
- iii. The Respondents are further directed to apply for and obtain registration of the project “Green Space INDRA NAGAR” in accordance with Sections 3 and 4 of the RE (R & D) Act, 2016 within a period of 30 (thirty) days from the date of receipt of this Order and to place proof of such application and subsequent registration before this Authority.
- iv. For violation of Section 3 of the RE (R & D) Act, 2016 in respect of the project “Green Space INDRA NAGAR,” the Respondents are hereby held liable for penalty under Section 59 of the RE (R&D), Act. Accordingly, a ***penalty of ₹22,05,468/- (Rupees Twenty-Two Lakh Five Thousand Four Hundred Sixty-Eight Only)*** is imposed upon the Respondents, which shall be paid to the TG RERA Fund, either by way of Demand

Draft or through online transfer to Account No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036, within a period of 30 (thirty) days from the date of receipt of this Order.

- v. The Respondents are hereby put on strict notice that continuation of any advertisement, marketing, sale, booking, or offer for sale in violation of Section 3 of the RE (R&D), Act shall result in their being declared as defaulters under the Act, and appropriate proceedings shall be initiated, including enhanced penalties, recommendation for blacklisting, and initiation of action for debarring them from conducting business in the real estate sector throughout the country, in accordance with law.
 - vi. The Respondents shall file a detailed compliance report before this Authority within 45 (forty-five) days from the date of receipt of this Order, evidencing cessation of unlawful activity, payment of penalty, and steps taken towards registration.
 - vii. Failure to comply within the stipulated period shall attract further penal consequences under Section 63 of the RE (R & D) Act, 2016, without further notice.
53. The Complaint is accordingly disposed of. No order as to cost.

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