

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

**COMPLAINT NO.45 OF 2024**

**14<sup>th</sup> November, 2024**

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

Allam Nagaraju  
S.Arun Kumar  
Subrat Nayak  
Sheshank  
B.Prasad  
T.Sravan Kumar  
A.Vasu  
B.Rajeev  
Manoj Kumar  
Anudeep  
John Gantasala  
Tanuj  
Manhohar  
Pradeep Sadhu  
Sathya Sai Manikanta

...Complainants

Versus

M/s Sterling Homes Private Ltd  
rep by MD. Alluguvelli Vasudeva Reddy

...Respondent

The present matter filed by the Complainant herein came up for final hearing on 06.08.2024 before this Authority in the presence of Complainants present in person and Respondent learned counsel V.V.S.N.Raju and upon hearing the arguments of the party, 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 "RE(R&D) Act" read with Rule 34(1) of the Telangana Real Estate (Regulation

and Development) Rules, 2017 (hereinafter referred to as the “Rules”) seeking directions from this Authority to take action against the Respondent.

**A. Brief Facts on behalf of the complainant:**

3. The Developer obtained permission for constructing: A Block: 1 Cellar + 1 Ground Floor + 5 Floors, B Block: 1 Ground Floor + 5 Floors Club House: Ground + 3 Floors, The project is named "Sterling Orchids" and is situated on a vacant land measuring 8,833 square yards in SyNo. 237, Mallampet Village, Dundigal Municipality, Dundigal Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana State vide RERA No. P02200002211 dated 30.09.2020 and Technical approval 027538/ZOC/R1/U6/HMDA/30082019 dated 30.08.2019.

4. The proposed completion date for the project "Sterling Orchids" was 01.07.2023, with a grace period extending to December 2023. The Developer has not completed the construction nor handed over the flats to the purchasers obtaining Occupancy Certificate from the competent Authorities as the Developer has executed Registered Sale Deeds in favor of the complainant and 14 others on receiving total sale consideration from Complaint and 14 ors.

5. The Respondent/Developer made constructions against the approved Plan in the above said vacant land by deviation in construction of the Club house without providing vacant space to southern side of B Block. Compound wall to this project on the eastern side is not constructed.

6. The Respondent/Developer has not completed the Construction of Sterling Orchids in the above said vacant land and started another project in the Eastern side of the above said Project naming Sterling Orchids Phase II and is showing the club house constructed in Sterling Orchids as common Club house for Sterling Orchids Phase II and this inviting the prospective purchasers hiding the facts by thus making deviations to the approved plan.

7. The Respondent/Developer has not constructed wall on the Eastern side partitioning the two projects namely Sterling Orchids Phase II with a malafide intention to utilize the path way of the Sterling Orchids as common path way to the Sterling Orchids Phase II also. Thus, the Respondent/Developer showing the path way as common path way to both the projects making deviations to the approved plan.

8. The Respondent/Developer has been shifting the STP in the second project of Sterling Orchids, Phase II by making deviations to the approved plan.

**B. Reliefs sought:**

9. In view of the facts mentioned in paragraphs above, the complainants prays for the following reliefs:

1. The complainant seeks the completion of "Sterling Orchids" according to the approved plan (Plan No. 00629/BP/HMDA/1241/MEO/2022) without any deviations.
2. The Developer should obtain and present Occupancy Certificates to the flat purchasers upon receiving any remaining balance amounts, if applicable, as early as possible.
3. The second project, "Sterling Orchids Phase-II", should be stopped to ensure compliance with GHMC Acts, allowing the complainants/flat purchasers to enjoy their respective flats with absolute possession, occupation, and clear title.

**C. Interim Relief:**

10. The complainants sought for the following interim relief:

1. Monthly rent of Rs. 20,000/- per 2 BHK flat and Rs. 30,000/- per 3 BHK flat from the completion date of 01.07.2023 or the end of the grace period (31.12.2023).

2. Immediate halt of the construction of "Sterling Orchids Phase-II" due to deviations from the approved plan, in the interest of the complainant and 14 other flat purchasers.

**D. Respondent Reply:**

11. It is acknowledged that M/s. Sterling Homes Private Limited obtained permission on 30.09.2020 for the construction of a Residential Building Apartment, comprising a Clubhouse (1 Ground + 3 Floors) and Block B (1 Ground + 5 Upper Floors) on plot numbers in Survey No. 237, Mallampet, ORRGC Village, Dundigal Municipality, Medchal-Malkajgiri District, covering an extent of 71,284.04 Sq. Mt. (hereinafter referred to as "SCHEDULE PROPERTY"). This project is registered with the Real Estate Regulatory Authority under RERA No. P02200002211, dated 30.09.2020, and Tech. Approval No. 027538/ZOC/R1/U6/HMDA/30082019.
12. Under the said application, the Respondent committed to complete the project by 01.07.2023, with an extended timeline until December 2023. However, due to unforeseen circumstances, including regulatory delays, heavy rains, labor shortages, and pandemic-related disruptions, the construction has faced delays. It was never the intention of the Respondent to postpone the project, and there has been a constant effort to complete it within the stipulated timelines. The Respondent remains committed to expediting the project and is actively engaging with the relevant authorities to obtain necessary approvals.
13. The Respondent denies any intentional deviation from the approved plan. Any alterations made were minor, did not impact the overall project or the rights of the Complainants, and were undertaken only after obtaining the requisite approvals from the appropriate authorities. These minor alterations were necessary for the project's structural integrity and safety. The Respondent is willing to rectify any deviations pointed out by the competent authority and assures that the project will be completed as per the approved plan. It is a well-established principle that minor deviations in construction plans do not equate to malafide intentions unless there is clear evidence of deliberate and substantial deviation

intended to deceive or harm the purchasers. The courts have consistently held that slight modifications in construction plans, made for the benefit of the project or due to practical necessity, do not indicate malafide intention. Furthermore, minor deviations from approved plans that do not affect the overall essence of the project or the interests of the buyers may be permissible. The onus is on the Complainant to prove that the Respondent acted with malafide intentions to cause harm.

14. It is acknowledged that the Respondent has commenced Phase II of the project only after obtaining necessary approvals. The clubhouse and common amenities were designed to serve both phases, providing enhanced facilities to all residents. There has been no concealment of facts or malafide intention as alleged by the Complainants; all prospective buyers were informed about the shared amenities. The assertion that the Complainants were not informed of this arrangement is incorrect, as the Respondent has consistently communicated these details. Phase II does not infringe upon the rights of the Complainants or buyers in Sterling Orchids. The Respondent has complied with all rules, regulations, permissions, and approvals from the relevant authorities.
15. The Respondent clarifies that the capacity of the STP was enhanced to accommodate the requirements of both Phases 1 and 2, undertaken after obtaining approvals from the relevant authorities. This enhancement was due to technical reasons and adheres to regulatory standards without violating any approved plan.
16. The Complainants were repeatedly informed about the status of the project and the challenges faced during its completion. The Respondent is surprised by the complaint, having maintained a good relationship with the Complainants, who were aware of the changes. There was no explicit statement that the clubhouse and amenities would be exclusively available for Sterling Orchids; the Complainants were informed accordingly. It appears that the Complainants have approached this Hon'ble Authority to avoid making payments owed to the Respondents.
17. The Respondent is committed to completing the project as per the approved plan and obtaining the necessary occupancy certificates as soon

as possible. All pending works are being expedited to ensure timely completion. The Respondent has already applied for the Occupation Certificate, and the authorities have conducted an inspection, with final approval pending. The project has faced delays due to factors beyond the Respondent's control, which have been communicated to the Complainants.

18. The Complainants have approached this Hon'ble Authority with the intent to extort the Respondent, and their demand for monthly rent compensation is deemed unreasonable and unjustified, as they were fully aware of the delays and the reasons behind them. The Complainants are the ones delaying payments and have yet to settle significant amounts owed to the Respondent. Upon completion of the agreed payments, the Respondent is prepared to deliver the flats to them. The request for delayed payments was made in accordance with the terms agreed upon.

19. The Complainants also sought to halt the construction of Phase II. They were aware of the project and did not raise any concerns with the Respondent, likely intending to make unreasonable demands. Granting such a request would cause significant financial and reputational damage. The construction of Phase II complies with all regulations, and any concerns regarding deviations can be resolved without halting the project. The Respondent assures this Hon'ble Authority that all necessary steps are being taken to complete the project according to the approved plan and to the satisfaction of all stakeholders.

20. The Complainants have filed this complaint by distorting facts and misleading this Hon'ble Authority with false information. In fact, the flats were delivered, and possession was handed over to the Complainants; however, due to certain pending works, the Complainants entrusted the completion of those works back to the Respondent. This indicates the Complainants' intention in approaching this Hon'ble Authority, suggesting an attempt to gain an unlawful advantage. The Complainants' conduct reveals their attempt to avoid payments agreed upon under the sale deed.

21. In light of the above, it is humbly requested that this Hon'ble Authority dismiss the complaint, as it is based on incorrect and misleading

allegations, allowing the Respondents to complete the pending works of Sterling Orchids per the approved plan and to continue the construction of Sterling Orchids Phase II. Any other relief that this Hon'ble Authority deems fit in the interest of justice and good conscience is also requested, along with an award of costs in favor of the Respondents against the Complainants.

### **E. Rejoinder**

22. The complainants deny all submissions made by the Respondent and submit that the Respondent's documentation only mentions Block A, Block B, and the Clubhouse, without reference to additional structures.

23. The Respondent is duty-bound to communicate any delay in handing over flats to the owners. Regrettably, no such communication has been provided. However, the Respondent acknowledges an eight-month delay, which continues to extend. Under RERA, a six-month grace period accommodates unforeseen delays, which should reasonably suffice to address issues and ensure timely delivery. Extending beyond RERA's deadline by an additional eight months (and counting) without specifying a completion date is unreasonable. The term "at the earliest" is vague, failing to hold the Respondent accountable to a fixed deadline.

24. If the Respondent denies any intentional deviation, the complainants request that they provide documentary evidence indicating the dates on which they obtained HMDA and RERA approvals for Phase II. The complainants believe that approval was secured only after they had purchased and registered their flats in Phase I, suggesting that the Respondent initially had no intention to expand the project to include both phases.

25. Furthermore, the complainants seek proof of any communication regarding the decision to combine Phase I and Phase II. The complainants respectfully request the Hon'ble Authority to direct the Respondent to furnish this documentary evidence. Absent the complainants' approval, it is

unreasonable to presume their consent. Such actions indicate malafide intentions on the part of the Respondent.

26. The Respondent has expressed willingness to rectify any deviations identified by a competent authority, assuring that the project will be completed in accordance with the approved plan. The complainants request that the Hon'ble Authority direct the Respondent to complete construction based on the documents in effect at the time of registration. Any post-registration changes should be deemed null and void.

27. According to the original RERA and HMDA-approved plan, the project's total built-up area (BUA) was 18,002.86 square meters. However, the BUA for Sterling Orchids Phase II alone is 16,901.40 square meters. Since Phase II was not included in the initial approved plan or the agreement, this represents a deviation of 93.88%, far exceeding any minor variation. Moreover, sharing the same entry and exit between phases could cause traffic congestion during peak hours, compromising the exclusivity of Phase I.

28. The complainants respectfully request the Authority to order a clear separation between Phase I and Phase II by constructing a boundary wall, ensuring Phase I owners retain exclusive access to amenities as outlined in the registration agreement.

29. The complainants purchased flats in the project based on the original plan and RERA registration, seeking exclusive rights to the clubhouse. The clubhouse, measuring 554.48 square meters, was initially designated solely for Phase I, which comprises 140 flats.

30. As owners of Phase I, the complainants do not consent to any merger with Sterling Orchids Phase II. Additionally, they request that the construction of the STP for Sterling Orchids Phase I be completed within its premises to prevent future disputes. The complainants seek clean, peaceful possession of their property.



31. The complainants advocate for transparency and challenge the Respondent to present any documentary evidence of updates provided to flat owners regarding Phase I's construction progress. The Respondent's claims are false and unfounded.

32. The complainants approached the HMDA to verify Phase II approvals, as the Phase II plan is absent from HMDA's official website. The Respondent did not consult or inform Phase I owners of plans to merge the two phases. Consequently, HMDA officials inspected the site to investigate these concerns.

33. The Respondent's assertions in their reply are baseless and misleading. The complainants have not misrepresented any facts or misled the Hon'ble Authority. Contrary to the Respondent's claim, possession has not been properly handed over, and construction remains incomplete. The Respondent's allegation that complainants returned the flats for completion of pending works further substantiates claims of incomplete work and deviations.

34. The complainants have provided ample evidence of the Respondent's deviations and failure to meet deadlines. Allegations of default on balance payments by the complainants are baseless; any withholding of payments is justified given the significant deviations and incomplete work, which fall within the complainants' rights.

35. In light of these facts, the complainants request that the Authority disregard the Respondent's baseless allegations and recognize their failure to adhere to the terms of the sale deed. The complainants seek the Respondent's fulfillment of contractual obligations, with construction completed per the initially approved plan.

36. The Respondent has unlawfully withheld possession of the complainants' flat keys, preventing access as a means to pressure withdrawal of this case. The complainants filed a police report to regain possession of the keys.

37. Under RERA, the promoter must provide accurate information in brochures without concealing facts. However, Sterling Homes' official website still shows only the original layout plan, comprising Block A, Block B, and the Clubhouse, with no mention of Phase II. Moreover, the Respondent has reneged on promises to provide certain fixtures, such as a granite kitchen platform with dado tiles for some owners.

38. The Respondent is attempting to coerce other residents by asking complainants to sign an acknowledgment stating satisfaction with the amenities, in exchange for waiving interest charges—a tactic that is wholly misleading and disingenuous.

39. The Respondent is using substandard materials in construction. Due to basement waterlogging, sharing the basement between Phases I and II will likely increase pressure, further degrading structural integrity.

40. The flats remain unfit for handover due to issues with seepage, incomplete sanitary fittings, and delayed CP fittings. The complainants request that the Hon'ble Authority instruct the Respondent to complete pending works to enable the owners to begin interior work.

41. The complainants request that the Hon'ble Authority direct the Respondent to grant flat owners access to monitor work progress.

42. The Respondent issued a demand letter asking flat owners to pay a two-year maintenance fee and corpus fund despite unfinished amenities and incomplete internal works. Imposing interest on this fee is unreasonable. The complainants request that the Hon'ble Authority prevent this practice.

43. The Respondent claims project completion and asks owners to take possession without an occupancy certificate, citing a single resident as precedent.

44. The complainants request that the Hon'ble Authority direct the Respondent to provide an update on the project's completion, including

essential amenities such as power connection, elevators, STP, Clubhouse, borewell, and promised kitchen fixtures as specified in the brochure.

**F. Observation of the Authority:**

**45.** On the above averments, the following points would arise for Authority's consideration:

1. Whether the Respondent has violated the provisions of the Real Estate (Regulation and Development) Act, 2016?
2. Whether the complainant is entitled for the reliefs claimed?
3. What Order?

**Authority's Findings on Point No. 1:**

46. The complainants have raised concerns over deviations from the originally sanctioned plan by the Respondent. They specifically allege that Phase II has been developed with shared amenities for both Phase I and Phase II, without securing prior consent from the complainants, as legally required. The Respondent, however, disputes these claims, stating that all construction aligns with approvals from the Competent Authority and that any minor modifications were made solely for structural integrity without any intention to deceive or harm the purchasers.

47. Upon examining the records, the Authority finds that the Respondent is indeed constructing a new Phase II within the project registered under RERA No. P02200007229. It is noted that in the initial Phase I development, the Respondent did not indicate any plans to introduce additional structures, such as Block C, or shared amenities beyond Block A, Block B, and a clubhouse exclusive to Phase I. Furthermore, there was no mention in the sale deeds or the RERA website of a potential Phase II development at the time of the complainants' purchase.

48. Even if the decision to add Phase II was made later, it is the Respondent's legal duty under Section 14 of the Real Estate (Regulation and

Development) Act, 2016, to develop and complete the project as per the original sanctioned plan. Any substantial alteration or addition to the layout, buildings, or common areas requires prior written consent from at least two-thirds of the allottees who have purchased apartments in the project.

49. In this case, the approved sanction plan for Sterling Orchids Phase II (Plan No. 006291/BP/HMDA/1241/MEO/2022 dated 29.05.2023) reflects an expansion with the addition of Block C, including shared access to the clubhouse and common amenities. However, the Respondent has not provided evidence of obtaining the necessary allottees' consent before implementing such significant changes, thereby breaching Section 14 of the RE(R&D) Act.

50. Based on these findings, the Authority concludes that the complainants purchased their units under the understanding that the project was an independent, self-contained development as per the sanctioned plan provided by the Competent Authority, without affiliation to any additional phases. The clubhouse was exclusively intended for Phase I allottees. The Respondent's decision to merge the two phases, sharing the clubhouse without the consent of Phase I allottees, without complying with the mandatory requirements of full disclosure and without prior consent of Complainants, changed the project usage of club house. Hence, the promoter breached the provision of section 14 of the RE(R&D) Act.

51. The complainants further allege a significant delay in the handover of possession. According to the Agreement of Sale and RERA registration, the Respondent committed to completing the project by 01.07.2023 but has failed to meet this deadline. Although the Respondent attributes the delay to the COVID-19 pandemic and unforeseen external factors, including an automatic six-month extension granted by RERA, the Authority notes that the Respondent did not formally apply for an extension of the project completion deadline despite the imminent RERA registration expiration.

52. The Authority finds it unreasonable for the Respondent to cite the pandemic as an excuse when no formal extension request was made before

the Authority. Additionally, the Respondent proceeded with Agreements of Sale during 2021 mentioning the handover date being July 2023, despite the pandemic's impact. This defense is therefore inadequate, and the Authority determines that the Respondent's delay violates Section 11 of the RE(R&D) Act, particularly the failure to meet the terms of the Agreement and complete the project within the stipulated timeline. Hence, the Authority finds Respondent in violation of section 11(4)(a) of the RE(R&D) Act.

**Findings on Point 2:**

53. The complainants have sought the cancellation of the approved sanction plan for Phase II (Plan No. 006291/BP/HMDA/1241/MEO/2022) and completion of the project as per the original Phase I plan. In light of the local bylaws, it is imperative to refer G.O. MS. No. 7, Rule 14, issued by the Government of Telangana, which mandates that developers of group housing projects with 100 or more units must allocate up to 3% of the total built-up area for common amenities. The Authority notes that the Respondent's provision of common amenities through an amenity block meets these regulatory requirements for the built-up area as mandated under the referenced G.O. notably, the Respondent promoter has allocated more than the mandated 3% of the total built-up area across Phases I and II for the amenity block.

54. Therefore, while the Respondent is in violation for implementing amendments to the sanctioned plan without prior consent, the overall compliance with the statutory requirement to provide common amenities has been observed. Consequently, the allottees of Phase II are entitled to the shared use of the amenity block, as no objections to this provision were raised by Phase I allottees prior to the registration of Phase II.

55. However, the Authority emphasizes that such compliance with common area requirements does not absolve the Respondent of liability under Section 14 of the Real Estate (Regulation and Development) Act, as they failed to obtain prior consent for substantial modifications to the sanctioned plan.

56. The Respondent contends that certain complainants have not remitted the full sale consideration, which has led to retaining keys for these units. Additionally, the Respondent seeks to charge interest on unpaid amounts until July 2024. Conversely, the complainants claim they are entitled to interest due to the possession delay.

57. The Authority notes that except for few complainant allottees, several complainants have not fulfilled their total sale consideration. It is to be noted by the allottees, that they are equally obligated to fulfill their contractual obligations and pay the amount as per the payment schedule.

58. Complainants with outstanding sale consideration must remit an amount proportional to the work completed. Any failure to do so will incur interest payable by the complainants.

59. It is further directed that complainants with outstanding payments must settle the entire sale consideration to take possession of their units.

60. Clause 7 of the Agreement of Sale mandates the Respondent to complete all construction, including finishing work, lift installation, generator setup, and other common amenities, by 01.07.2023. If handover is delayed, the Respondent is liable to pay interest on the principal sale consideration at the SBI MCLR rate from the expected handover date (including a six-month grace period) until possession is granted. Should any delay be attributed to the complainants, they will be liable for interest on any outstanding balance per the Agreement terms.

61. The Authority finds the Respondent liable for delays in completion and directs them to pay interest to complainants who have paid the amount as per the payment schedule mentioned in the agreement and,, for non-compliance with Section 11(4)(a) read with the proviso to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the Respondent is liable to pay interest to these complainants from the due possession date (December 2017) until delivery, as prescribed under Section 18 of the Act and Rule 15 of the TG RE(R&D) Rules.

62. The State Bank of India's marginal cost of lending rate (MCLR) as of 01.10.2024 is 8.95% p.a. accordingly; the prescribed interest rate shall be MCLR + 2%, totaling 10.95% p.a.

63. Furthermore, the Complainants have sought the cancellation of the HMDA-approved plan, Plan No. 00629/BP/HMDA/1241/MEO/2022. In this context, it is crucial to emphasize that the Real Estate Regulatory Authority (RERA) and the planning authority are operational in two completely different domain. It is the amenity space which is the issue concern of complaints. It is also observed that the Complainants are not disputing the authenticity or validity of the sanction or approval of the said plans but are instead challenging the inclusion of Block C in the allottees area. It is also pertinent to note that the sanction plans in question were duly approved by the competent planning authority. The question of whether the sanction of these plans by the planning authority is valid or otherwise is strictly a matter within the jurisdiction of the concerned planning authority. Consequently, this Authority lacks jurisdiction to adjudicate upon or comment on the legality or correctness of the sanctioned plans. RERA's mandate is to promote transparency in real estate transactions, ensuring that the rights and interests of both allottees and promoters are protected through full disclosure and accountability Whereas, any relief sought concerning the cancellation of an approved layout does not fall within the purview of this Authority.

64. The complainants have prayed before this Authority to direct the Respondent to secure the Occupancy Certificate (OC) for the respective units. In response to this request, the Authority directs the Respondent to expedite the application process to obtain a partial OC from the Competent Authority upon the completion of individual blocks and amenity block, as permissible by law.

65. The Authority further directs that all amenities and provisions explicitly promised by the Respondent to the complainants in the Brochure, Agreement of Sale, or Sale Deed, which are to be provided to Phase I, shall be completed within 90 days as they are deprived from their rights.

66. The Respondent is directed to prioritize the completion of Phase I within 90 days from the date of this Order, adhering to the sanctioned plan, delivering all promised amenities, and obtaining allottees' consent for any future modifications.

**Findings on Point 3:**

67. Upon consideration of the foregoing, the complaint merits approval. Accordingly, the following order is issued:

**G. Directions of the Authority:**

68. In accordance with Section 37 of the Act, the Authority hereby establishes the following directives, mandating compliance by the promoter within 60 days from the date of receipt of this Order, as authorized under Section 34(f):

1. The Respondent is held liable for failure to comply with the Estate (Regulation and Development) Act, 2016. For contraventions of Sections 11, 14, and for non-completion of the project within the RERA registration's stipulated timeline, the Authority, exercising its power under Section 61 of the said Act, hereby imposes a penalty on the Respondent in the amount of Rs. 17,88,325 (Rupees Seventeen Lakhs Eighty-Eight Thousand Three Hundred Twenty-Five Only). This amount shall be remitted in favor of the TGRERA FUND via Demand Draft or through online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036, within 30 days of receipt of this Order by the Respondent/Promoter.
2. The Respondents are directed to pay interest at the rate of 10.95% per annum on the amounts paid by the Complainants who have complied with the payment schedule as stipulated in the Agreement of Sale, within 90 days from the date of this Order, as prescribed under Rule 16 of the RE(R&D) Rules, 2017. To ensure that the said project is not jeopardized due to an outflow of finances and is completed in a timely manner, and keeping in mind the interests of other homebuyers in the



project, the arrears of interest accrued from the date of this order until the handover of possession or issuance of the Occupancy Certificate shall be paid in three monthly installments. Additionally, the interest accrued from the due date of possession, i.e., 01.12.2023, until the date of this Order shall be paid within 45 days. The complainant-allottees are also directed to remit the balance amount of the sale consideration, along with the arrears of accrued interest, in accordance with the terms and conditions stipulated in the Agreement of Sale executed between the Respondent promoter and the allottees. The total interest payable by the Respondent promoter shall be adjusted against the dues to be paid by the Complainants at the time of such payment, and pay the net amount remains.

3. The Complainants are directed to remit the remaining balance of the sale consideration amount to the Respondent within 45 days from the date of the Order, in order to complete the project.
4. The Respondent is hereby directed to complete the entire Sterling Orchids Phase I project, along with the amenity block, within 90 days from the date of this order.
5. The Respondent is reminded that failure to comply with this Order shall be liable to a penalty under Section 63 of the said Act.
6. Consequently, the complaint is hereby disposed of, with each party bearing its own costs.

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

**Sd/-**  
**Sri. Laxmi NaryanaJannu,**  
**Hon'ble Member**  
**TG RERA**

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