

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 99 of 2025

Dated: 22nd June 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

Between

Mounika Jonnavittula,

(2-2-1105/37/E, KPJ Home, Lane

Opposite Vishwakarma Timber Mart,

Tilak Nagar, Amberpet,

Hyderabad, Telangana, 500013.

...Complainant(s)

Versus

M/s. Vajra Prekon Estates rep. by,

1. Sri V.V. Durga Prasad (Managing Partner)

(Flat No.303, Sai Krishna Villa,

D.no:2-22-2/33&34, Plot. No. 33&34,

AS Raju Nagar, Kukatpally,

Medchal- Malkajgiri, Telangana-500072)

2. Sri. K. Prem Chand (Managing Partner)

(Flat No.303, Sai Krishna Villa,

D.no:2-22-2/33&34, Plot. No. 33&34,

AS Raju Nagar, Kukatpally,

Medchal- Malkajgiri, Telangana-500072)

3. Sri. Anil Kumar Pattapu (Managing Director)

(1st Floor, Plot, MRLS Hub No.45,

Jai Hind Gandhi Rd, Near Season Swimming

Pool, Ayyappa Society, Madhapur,

Hyderabad, Telangana- 500081)

4. Sri Rangineni Venu Manohar Rao (Land Owner)

(Villa No. 35, Sri Aditya The Reserve Villas,

Manchirevula, Narsingi, Rajendranagar-500075)

...Respondent(s)

The present matter filed by the Complainant mentioned herein above came up for final hearing before this Authority on 15.04.2026, in the presence of Complainant and Respondent

4. While, Respondent 1 to Respondent 3 are absent and hence set ex-parte. 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 submits that the present complaint is filed against M/s Vajra Prekon Estates and its Promoter and Marketing Partner, FMG Property Floor, for their failure to

register Plot No. 136 as per the Agreement of Sale dated 07.02.2022. The Respondents promoted the project "Balaji Gardens" (Mithila E-City) at Ameerpet Village, Thimmapur Mandal, Ranga Reddy District, claiming HMDA and RERA approval, and induced the Complainant into purchasing the plot with false assurances of timely registration.

4. The Complainant submits that earlier purchased Plot No. 135 through a registered Sale Deed dated 27.01.2022 and later agreed to purchase Plot No. 136 measuring 198 Sq. Yards for a total sale consideration of ₹35,64,000/-. Between 07.02.2022 and 09.01.2024, the complainant paid a total of ₹37,84,000/- including registration and miscellaneous charges. Despite repeated follow-ups by the complainant and complainant's father, the Respondents failed to execute the registration, causing severe mental agony and financial loss.

5. The Complainant submits that although the Respondents issued a Receipt-cum-Commitment in December 2024. The same is filed herewith for the kind perusal of Hon'ble Authority. In the said receipt and commitment clearly stated by the Respondent no.2 that we hereby Confirm that FMG Realty received the amount of Rs. 36,90,000/- including Rs.9,90,000/- paid directly via RTGS to Venu Manohar, partner in Vajra Prekon Developers, from Ms. Mounika Jonnavittula towards plot no. 135 in Mithila E City Phase I Venture, confirming receipt of ₹37,90,000/- and assured registration by 31.12.2024 or refund with 18% interest, they failed to honour the commitment. A post-dated cheque of ₹35,00,000/- issued by the Respondents was dishonoured due to "Account Blocked", despite the Complainant's prior intimation to ensure sufficient funds.

6. The Complainant submits that she has fulfilled all obligations under the Agreement of Sale without delay or default. The actions of the Respondents constitute a breach of contract and a violation of RERA provisions. The Complainant, therefore, prays for the refund of ₹37,84,000/- along with interest, amounting to a total of ₹52,89,537/-, and for appropriate directions to the Respondents for redressal of her grievance.

B. Relief(s) Sought:

7. The Complainant accordingly sought the following reliefs:

- a) *It is therefore prayed that this Hon'ble authority may be pleased to direct the Respondent to comply with the Terms of the Agreement Of sale Dated: 07-02-2025 to register the open Plot Bearing no 136 admeasuring 198 Sq. Yards in Survey No. 15/E/AA, 15/E/AA1, 26/AA1, 24, 19, 25/1/AA2/1, 25/1/AA1/1, 292/AA2/1, 292/A2/1, 26/A1/1, 26/AA2/1, 26/A2/1, 32/A, 32/AA, 33/A,33/AA, 34/A, 34/AA, 36/A/A, 36/A/AA, 31/AA, 31/E, 31/A, 26/E, 26/A3, 27/A2, 24, 292/A1/1, in the layout named "Balaji Gardens" (MITHILA E- CITY), an HMDA approved layout with L.P. numbers*

000163/LO/PLG/HMDA/13112019 dated: 13/11/2019

000163/LO/PLG/HMDA/2021 dated: 19/03/2021, situated at AMEERPET Revenue Village and Gram panchayat, Maheshwaram Mandal, Ranga Reddy District. **(OR)**

- b) refund the amount of Rs. 37,84,000/- along with interest of Rs.18% per annum that is to the tune of Rs. 52,89,537/- and pass any such order or orders as this Hon'ble Authority deems to be fit proper in the interest of justice.

C. Counter filed by the Respondent-1

8. The Respondent No. 1, M/s. Vajra Prekon Estates, represented by its partners, Sri V.V. Durga Prasad and K. Premchand, contests the maintainability of the complaint filed by the Complainant under the Real Estate (Regulation and Development) Act, 2016, on both legal and factual grounds. They argue that the complaint is false, misconceived, and filed with malafide intentions. Respondent No. 1 asserts that there is no contractual agreement between them and the Complainant and denies any involvement in the transactions between the Complainant and M/s. First Man Group.

9. Respondent No. 1 emphasizes that Plot No. 136, the subject of the dispute, does not belong to them but has been allotted to a landowner, Rangineni Venu Manohar Rao, under duly registered supplementary deeds. They deny allegations regarding agreements, payments, or commitments related to the plot and reiterate that they neither own nor have any claims over the said property.

10. Furthermore, they object to discrepancies in the array of parties in the complaint and argue that the case suffers from non-joinder of a necessary party (Rangineni Venu Manohar Rao). Respondent No. 1 denies all allegations in the complaint, including claims of joint ventures or marketing arrangements with M/s. First Man Group, and argues that the filing of the complaint against them is entirely baseless.

11. They request the dismissal of the complaint, citing its speculative, malafide, and misconceived nature, and state that no relief can be granted against them.

D. Counter filed by Respondent-4 (IA No. 32/2025):

12. The Respondent No.4 submits that he is the affected party in the present matter and is aggrieved by the interim order passed by the TG RERA, which restrains the sale or alteration of Plot No.136 in the Balaji Gardens (Mithila E-City) layout. He submits that he is filing the present reply seeking impleadment as he is the rightful owner of the said plot.

13. The Respondent No.4 submits that, he along with 15 others, had purchased agricultural land admeasuring Ac.14.00 gts, situated at Ameerpet Village, Maheshwaram Mandal, Ranga Reddy District. Subsequently, he executed a Development Agreement-cum-GPA with

Respondents No.1 and 3 and obtained draft layout approval from HMDA. As part of his share in the developed property, Plot No.136 admeasuring 198 sq. yards was allotted to him, and Respondents No.1 and 2 were permitted to sell his plots and remit the sale proceeds.

14. Later, Respondents No.1 and 2 entered into an agreement with Respondent No.3, a marketing partner. He was informed by Respondents No.1 and 3 that Plot No.136 was sold to a customer and that he had received Rs.9,90,000/- via RTGS as part consideration, with an assurance that the remaining amount would be transferred in due course. However, no further updates were received thereafter.

15. The Respondent No.4 submits that he was shocked to learn through a newspaper article dated 05.02.2025 that the complainant had filed a complaint before RERA, alleging that she had paid a total of Rs.36,90,000/- for Plot No.136 and the same was not registered in her name. He clarifies that he had no agreement with the complainant and was unaware of any such transaction by Respondent No.3, with whom he had no contractual relationship.

16. The Respondent No.4 submits that Respondents No.1 and 3, with malafide intention, sold Plot No.136 without his knowledge or consent and transferred partial sale consideration without disclosing the buyer's identity or complete transaction details. He contends that he is not liable for the fraudulent acts committed by Respondent No.3 and that the RERA's interim order, passed without granting him an opportunity of hearing, is illegal and not binding on him.

17. The Respondent No.4 submits that he is the lawful owner of the said plot and a necessary party to the proceedings. He states that unless he is impleaded, he will be subjected to irreparable loss and hardship. It Prays that the Authority may implead him as R4 in the ongoing adjournments in CC No.99/2025/TG RERA and hear and adjudicate the matter in accordance with law and in the interest of justice.

E. Point for Consideration

18. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

- i. *Whether the present Complaint is maintainable before this Authority or not?*
- ii. *Whether the complainant are entitled to relief sought, if so to what extent?*

F. Observations of the Authority

19. This Authority has carefully examined the pleadings, documents placed on record, and the submissions advanced by both parties.

20. Before proceeding to the merits of the Complaint, this Authority records that Respondent No. 4, Sri Rangineni Venu Manohar Rao, filed an Interlocutory Application bearing IA No. 32/2025 seeking impleadment as a party to the present proceedings. Since Plot

No. 136, being the subject matter of the present Complaint, stands allotted to and vests in Respondent No. 4 as his share under the Development Agreement, and since the Sale Deed in respect of the said plot cannot be executed without the title holder being a party, Respondent No. 4 is a necessary party. His impleadment was accordingly allowed in the interest of effective adjudication.

Point I

21. This Authority has carefully considered the pleadings, material placed on record, submissions made by both parties and the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder and proceeds to examine whether the present Complaint is maintainable, having regard to the objections raised by Respondent No. 1, M/s Vajra Prekon Estates, on the ground that there exists no direct contractual agreement between it and the Complainant.

22. The project "Balaji Gardens" (Mithila E-City) has been developed on land admeasuring Ac. 14.00 guntas, which far exceeds the threshold of 500 square meters under Section 3(2) of the RE(R&D) Act, 2016, and falls squarely within the jurisdictional purview of this Authority.

23. Respondent No. 1, having acquired development rights through a Development Agreement-cum-General Power of Attorney and having obtained the HMDA layout approvals bearing L.P. Numbers 000163/LO/PLG/HMDA/13112019 dated 13.11.2019 and 000163/LO/PLG/HMDA/2021 dated 19.03.2021 in respect of the project, is the "promoter" within the meaning of Section 2(zk) (ii) of the RE(R&D) Act, 2016.

24. The Complainant had earlier purchased Plot No. 135 in the same project vide registered Sale Deed dated 27.01.2022, wherein vendors 1 to 16 are represented by Managing Partners Sri V.V. Durga Prasad and Sri K. Prem Chand referred to as landowners and M/s Vajra Prekon Estates referred to as developer, in favour of Ms. Mounika Jonnavittula referred to as purchaser.

25. This document unambiguously establishes Respondent No. 1 as the developer directly party to the sale transaction in the same project in favour of the very same Complainant. Subsequently, the Agreement of Sale dated 07.02.2022 for Plot No. 136 was executed through FMG Property Floor represented by Respondent No. 3, Sri Anil Kumar Pattapu, acting as the marketing partner of Respondent No. 1. The Receipt-cum-Commitment issued by Respondent No. 2, Sri K. Prem Chand, as Managing Partner of Respondent No. 1, in December 2024 acknowledging receipt of ₹37,90,000/- and committing to registration by 31.12.2024, the payment receipts, stamps, and the cheque of ₹35,00,000/- issued towards the Complainant's claim further establish the direct financial nexus between Respondent No. 1 and the Complainant. Respondent No. 1 was therefore fully aware of and party to the entire transaction.

26. It is a well-settled principle under the RE(R&D) Act, 2016 that internal arrangements between a promoter and its marketing partners are binding only inter se between those parties and do not affect or diminish the rights of the allottee or the obligations of the promoter towards the allottee.

27. In view of the foregoing, this Authority holds that the present Complaint is fully maintainable before this Authority under Section 31 of the RE(R&D) Act, 2016. The objections raised by Respondent No. 1 to maintainability are hereby rejected.

28. Point I is answered accordingly in affirmative.

Point II

29. At the outset, the record clearly indicates that despite due service of notice and issuance of Show Cause Notice by this Authority, Respondents No. 1, 2, and 3 were duly represented before this Authority at the initial stages of the proceedings. On 23.04.2025, Respondents No. 1, 2, and 3 appeared before this Authority, and subsequently, Respondent No. 1 filed its counter on 12.06.2025. Further, on 11.07.2025, Respondents No. 1 to 3 sought time before this Authority stating that efforts were being made towards amicable settlement of the matter.

30. However, thereafter, despite being aware of the pendency of the proceedings, Respondents No. 1 to 3 remained absent on the subsequent dates of hearing i.e., 07.08.2025, 04.09.2025, 28.10.2025, 05.12.2025, 23.01.2026, 11.03.2026, and 15.04.2026. It is noted that Respondent No. 3 appeared only on 28.10.2025 and failed to appear on the subsequent dates of hearing. In these circumstances and upon being satisfied that due process had been duly followed and all procedural requirements were complied with and multiple opportunities given, this Authority was constrained to proceed ex parte against Respondents No. 1, 2, and 3.

31. Upon careful consideration of the pleadings and documents on record, this Authority notes that the Complainant entered into an Agreement of Sale dated 07.02.2022 with the with FMG Property Floor, represented by Respondent No. 3, Sri Anil Kumar Pattapu, for purchase of Plot No. 136, admeasuring 198 sq. yards, in the project "Balaji Gardens" (Mithila E-City), for a total sale consideration of ₹35,64,000/-. Between 07.02.2022 and 09.01.2024, the Complainant paid a total sum of ₹37,84,000/- (Rupees Thirty-Seven Lakhs Eighty-Four Thousand only), inclusive of registration and miscellaneous charges, thereby discharging her payment obligations in full. Receipt of the said amount stands confirmed through the Receipt-cum-Commitment issued by Respondent No. 2 in December 2024, which further commits to registration by 31.12.2024.

32. Despite receipt of the entire consideration and despite the express undertaking in the Receipt-cum-Commitment to register the plot by 31.12.2024 or refund the amount with

interest, the Respondents No. 1, 2, and 3 failed to execute and register the Sale Deed in favour of the Complainant. The post-dated cheque of ₹35,00,000/- issued towards the Complainant's claim was dishonoured on the ground of "Account Blocked", further evidencing the evasion of obligations by Respondents No. 1, 2, and 3.

33. With respect to Respondent No. 4, he has himself admitted that he authorised Respondents No. 1 and 2 to sell Plot No. 136 and received ₹9,90,000/- via RTGS as part consideration therefor. Respondent No. 4, being the title holder of Plot No. 136 who authorised its sale and received part proceeds, is equally bound to cooperate in the execution and registration of the Sale Deed in favour of the Complainant.

34. In view of the above, and having regard to the obligations under Section 17 of the RE(R&D) Act, 2016, this Authority holds that Respondents No. 1, 2, 3, and 4 are under a clear, subsisting, and enforceable statutory obligation to execute and register the Sale Deed in respect of Plot No. 136 and hand over possession to the Complainant.

35. With respect to the Complainant's claim for interest at 18% per annum for the period of delay, such claim partakes the nature of compensation and falls within the exclusive jurisdiction of the Adjudicating Officer under Section 71 of the RE(R&D) Act, 2016. The Complainant is at liberty to approach the Adjudicating Officer, if so advised.

36. This Authority further notes that a Show Cause Notice was issued to Respondent No. 1, M/s Vajra Prekon Estates, and Respondent No. 2, Sri K. Prem Chand, for having advertised, marketed, booked, and sold plots in the project "Balaji Gardens" (Mithila E-City) without prior registration of the project with this Authority, in violation of Sections 3 and 4 of the RE(R&D) Act, 2016. Despite due service, Respondents No. 1 and 2 have failed to appear or submit any reply. Accordingly, Respondents No. 1 and 2 are liable for imposition of penalty under Section 59 of the RE(R&D) Act, 2016 and shall be proceeded against in accordance with law.

37. A Show Cause Notice was similarly issued to Respondent No. 3, Sri Anil Kumar Pattapu, for having facilitated the sale and booking of Plot No. 136 to the Complainant through FMG Property Floor without obtaining registration as a real estate agent from this Authority, in violation of Section 9(1) of the RE(R&D) Act, 2016. Despite due service, Respondent No. 3 has failed to appear or submit any reply. Accordingly, Respondent No. 3 is liable for imposition of penalty under Section 62 of the RE(R&D) Act, 2016 and shall be proceeded against in accordance with law.

38. Point II is answered accordingly.

G. Directions of the Authority

39. 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. Respondent No. 1, M/s Vajra Prekon Estates represented by Sri V.V. Durga Prasad and Sri K. Prem Chand, Respondent No. 3, Sri Anil Kumar Pattapu, and Respondent No. 4, Sri Rangineni Venu Manohar Rao, are hereby directed jointly and severally to execute and register the Sale Deed in respect of Plot No. 136, admeasuring 198 sq. yards, in the project "Balaji Gardens" (Mithila E-City), in favour of the Complainant, Ms. Mounika Jonnavittula, and hand over possession of the said plot within 45 (Forty-Five) days from the date of receipt of this Order, in accordance with Section 17 of the RE(R&D) Act, 2016. Respondent No. 4, being the titleholder of Plot No. 136, is specifically directed to extend full cooperation and shall not create any impediment in this regard.

40. The Secretary, Telangana RERA, is hereby directed to initiate penalty proceedings against Respondent No. 1, M/s Vajra Prekon Estates, and Respondent No. 2, Sri K. Prem Chand, for violation of Sections 3 and 4 of the RE(R&D) Act, 2016, for having marketed, booked, and sold plots in the project "Balaji Gardens" (Mithila E-City) without due registration of the project with this Authority, in accordance with law.

41. The Secretary, Telangana RERA, is hereby further directed to initiate penalty proceedings against Respondent No. 3, Sri Anil Kumar Pattapu, for violation of Sections 9 and 10 of the RE(R&D) Act, 2016, for having acted as a real estate agent and facilitated the sale and booking of plots in the project without obtaining the requisite registration as a real estate agent under the Act, in accordance with law.

42. Failing to comply with direction (i) above shall attract further penal action against the Respondents in accordance with Section 63 of the RE (R&D) Act, 2016.

43. In view of the above, the present Complaint is disposed of accordingly. There shall be 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