

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 343 of 2025

Dated: 29th November, 2025

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

Iylaiah Chegooru,

*R/o. 3153, Prestige Ivy League, Hi Tech City,
Kondapur, Hyderabad, Telangana - 500084*

...Complainant

Versus

M/s Godrej Properties Ltd.,

*Rep by its Authorized Signatory, Ms. Sripadmini,
R/o. 6th Floor, Work Wild, Sy.No. 4,5,6/1,E,
Navayuga Vizva, Gachibowli, Hyderabad,
Ranga Reddy District, Telangana - 500032*

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person and, and Counsel for Respondent, Sheetal Srikanth, Viraaj Kaza, and P Praneeta Sri, and upon hearing the submissions of both 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 "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 appropriate relief(s) against the Respondents.

A. Brief facts of the case:

3. It is submitted that the Complainant, along with his wife and daughter as co-applicants, had booked an apartment bearing Unit No. 3908 in the project "Godrej Madison Avenue" situated in Sy. No. 147/P of Kokapet Village, Gandipet Mandal, Ranga Reddy District, Hyderabad, being developed by the Respondent. The said project is registered with the Telangana State Real Estate Regulatory Authority under Registration No. P02400009227.

4. The Complainant states that he had paid 5% of the total price as booking advance and a further 5% within 15 days of booking, amounting to ₹42,59,990/-, and an additional ₹42,59,991/- towards part sale consideration of the said unit.

5. It is submitted that the Complainant subsequently received a communication from the Respondent, insisting upon registration of the *Agreement for Sale* and requiring the Complainant to bear the entire stamp duty and registration charges, amounting to ₹2,56,332/-. The Complainant contends that at the time of booking, he was neither informed about the mandatory registration of the *Agreement for Sale* nor apprised of the requirement to bear the said registration charges, which were not indicated in the cost sheet shared at the time of booking. The Complainant further submits that the said amount of ₹2,56,332/- is substantial, and had he been made aware of this earlier, he would have not booked the said apartment.

6. The Complainant further states that in his earlier purchase of an apartment in the project “*Prestige Ivy League*” at Hitech City, Kondapur, Hyderabad, in the year 2019, the *Agreement for Sale* was executed on a ₹100/- non-judicial stamp paper prepared by the promoter and was not required to be registered. He submits that, to his understanding, this has been the prevailing practice among several reputed builders in Telangana, including *My Home, Aparna, Aditya, and DSR*.

7. It is submitted that under Section 13 of the Real Estate (Regulation and Development) Act, 2016, no promoter shall accept any deposit or advance without first entering into a written and registered *Agreement for Sale*, and it is the duty of the promoter to ensure the registration of the said agreement. Further, as per sub-section (6) of Section 19 of the said Act, every allottee who has entered into an *Agreement for Sale* shall pay the share of the registration charges. The Complainant contends that the term “*share*” implies that the stamp duty and registration charges must be shared equally by both parties, since the *Agreement for Sale* is a bilateral document outlining reciprocal rights and obligations of both the promoter and the allottee.

8. Contrary to these provisions, the Respondent insisted that the Complainant bear the entire registration and stamp duty charges amounting to ₹2,56,332/-. Having no alternative, the Complainant paid the entire amount as demanded by the Respondent. It is further submitted that even after the lapse of 19 days from the date of registration, the Respondent failed to deliver the registered *Agreement for Sale* to the Complainant.

9. The Complainant contends that the *Agreement for Sale* is bilateral and contains reciprocal obligations, on the part of the promoter to adhere to the approved layout, plan,

specifications, timelines for completion and handover, and on the part of the allottee to make timely payments, and therefore the use of the expression “share of registration charges” in the RERA Act justifies equal sharing of stamp duty and registration fee by both parties. Hence, being aggrieved by the Respondent’s action, the Complainant has filed the present complaint.

B. Relief(s) Sought:

10. Accordingly, the Complainant sought the following relief:

- i. *Direct the Respondent to bear 50% of the Registration charges towards Registration of Agreement for Sale and adjust 50% of the Registration charges in future installments to be paid by Complainant, as the Complainant has already paid full Stamp duty and Registration fee and got the registration done.*

C. Counter on behalf of the Respondents:

11. The Respondent is the promoter and developer of the residential project titled “Godrej Madison Avenue,” situated at Plot No. 3, Site No. III, under the Golden Mile Layout Project, carved out of Sy. No. 147/P of Kokapet Village, Gandipet Mandal, Ranga Reddy District, which is a registered real estate project bearing Registration No. P02400009227. The Respondent is engaged in the business of real estate development and construction and is duly authorised to develop, market and sell units in the said project.

12. The Respondent, at the outset, submits that the present complaint is not maintainable. A complaint before this Hon’ble Authority may be filed only in cases involving violation or contravention of the provisions of the Act. No such violation exists in the present case. The Respondent, in calling upon the Complainant to register the Agreement for Sale, has only complied with applicable law and not imposed any arbitrary condition. The Respondent also submits that the complaint is not maintainable as it has been filed by only one of the co-allottees, and further that the Complainant cannot seek adjustment of 50% of the total stamp duty.

13. The Respondent further submits that the Complainant has approached this Hon’ble Authority with unclean hands. The allegation of the Complainant regarding non-disclosure of the stamp duty and registration charges is wholly misconceived and baseless. The requirement to register the agreement for sale and the obligation to bear the applicable stamp duty and registration charges were clearly disclosed in the booking form dated 29.01.2025 signed by the

Complainant. The said charges are statutory in nature and are payable in accordance with applicable law. The Complainant was thus fully aware of this obligation from the outset.

14. It is further submitted that the Complainant has suppressed the Booking Form executed at the time of booking, which clearly mentions the requirement for registration of the agreement for sale and the obligation of the allottee to bear the applicable stamp duty and registration charges. The deliberate omission of this material document amounts to suppression of material facts, and the Complainant has attempted to mislead this Authority by presenting an incomplete narrative and suppressing key contractual terms that would demonstrate full and fair disclosure by the Respondent.

15. As regards the facts of the case, it is submitted that the Complainant, along with a co-applicant, booked Unit No. 3908 in the Project. The Booking Form clearly states that stamp duty and registration charges are to be borne by the applicants, and the same was duly signed by the Complainant without raising any objection. On 03.03.2025, the Respondent wrote to the Complainant requesting payment of the stamp duty and registration charges in order to commence the process of execution and registration of the Agreement to Sell. As per the terms of booking, the Agreement to Sell was required to be executed within forty-five (45) days from the date of booking. However, the Complainant did not come forward. The Complainant thereafter alleged that he was never informed that the Agreement to Sell was required to be registered or that he was required to bear the costs.

16. The Respondent submits that even after being repeatedly informed that such registration was mandatory, the Complainant sent multiple communications refusing to come forward for registration. On 05.06.2025, the Respondent also shared a draft Agreement to Sell for the Complainant's review and again requested him to cooperate and pay the stamp duty and registration charges. It was only thereafter that the registration formalities were completed on 05.06.2025, and the delay occurred solely on account of the Complainant's conduct. The Respondent further submits that the Complainant grossly delayed the payments that were otherwise due much earlier.

17. It is further submitted that, according to the provisions of the Indian Stamp Act (as applicable in Telangana), particularly under Section 29 thereof, in the absence of any agreement to the contrary, the obligation to pay stamp duty is on the purchaser which in the present case is the Complainant. The registration of an agreement to sell is mandatory as per Section 13 of the Act.

18. The Respondent denies the allegations made in the complaint. The contents of the Complainant's assertions regarding non-disclosure of registration charges, alleged practice of other builders, and interpretation of Section 13 and Section 19(6) of the Act are misconceived and denied. The Complainant's assertion that stamp duty and registration charges must be shared equally between the promoter and allottee is wholly baseless. Section 19(6) merely provides that the allottee shall pay *their share* of registration charges; it does not imply equal sharing of charges between promoter and allottee unless contractually agreed upon. In the instant case, no such contract or agreement exists.

19. It is submitted that the Complainant was informed of the registration process and applicable charges in advance, and that the Respondent has complied with all statutory obligations. The payment of ₹2,56,332/- by the Complainant was in accordance with applicable legal requirements. The term "share" in Section 19(6) does not imply a 50:50 or equal sharing of charges and there is no contractual or legal obligation on the Respondent to share the stamp duty or registration charges.

20. In view of the above, the Respondent submits that it has fully complied with all legal obligations under the Act by disclosing all relevant information and ensuring timely execution and registration of the agreement for sale. The requirement for the Complainant to pay stamp duty and registration charges is in accordance with applicable law and was clearly communicated in the Booking Form. The Complainant, having voluntarily executed the Booking Form, is now estopped from disputing these obligations. The complaint is based on selective and misleading presentation of facts, suffers from legal and procedural defects, and is devoid of merit. The Respondent therefore prays that this Hon'ble Authority dismiss the complaint in limine with exemplary costs and pass such other orders as may be deemed appropriate in the interest of justice.

D. Rejoinder filed by the Complainant:

21. The Complainant denies all objections and allegations raised in the Respondent's counter. The Complainant asserts that the complaint is fully maintainable, as the Respondent has violated Section 19(6) of the RERA Act, 2016, which requires an allottee to pay only his share of registration charges, whereas the Respondent forcibly made him pay the entire registration fee. He submits that he is not disputing the registration as such of the Agreement for Sale, but only the Respondent's insistence that the Complainant must bear the entire registration charges, which is arbitrary and contrary to the RERA Act. He also states that the

contention regarding maintainability on the ground that only one co-allottee signed the complaint is untenable, since the Respondent's own sales executive had confirmed through email that the Complainant would be the sole point of contact for documentation and had himself signed the application form.

22. The Complainant denies the Respondent's allegation that he approached the Authority with unclean hands. He submits that he was never informed by the Respondent, at the time of booking, about the requirement to register the Agreement for Sale or the substantial amount of stamp duty and registration charges. He states that the Booking Form was signed in good faith, without going through the contents, as it ran to nearly ten pages in small font, and further asserts that the signatures were taken on a blank Booking Form, without any unit number being mentioned and with a sale consideration amount that was different and far less than the one later shown in the cost sheet/allotment letter issued to him. He submits that even a copy of the Booking Form was not provided to him on the date of booking and was shared only after repeated requests months later, when the dispute regarding full payment of registration charges arose. The Complainant submits that the Booking Form, being inconsistent with statutory provisions and containing terms contrary to the RERA Act, is not valid.

23. The Complainant also denies the allegation of suppression of material facts, submitting that he had clearly mentioned in the complaint that he had paid nearly 20% of the sale consideration, which happens only after the formalities like signing of booking form is completed. He reiterates that any clause in the Booking Form imposing the entire burden of registration charges on the purchaser is contrary to the RERA Act, and hence such a clause cannot stand scrutiny of law.

24. The Complainant submits that he was not informed about the requirement of execution and registration of the Agreement for Sale or the related costs at any stage before or during booking. He reiterates that he had requested the Respondent to bear 50% of the stamp duty and registration charges based on the provisions of Section 19(6), but the Respondent refused and insisted that he alone must bear the entire amount. He further states that, upon requesting cancellation of his booking and refund of the amount paid, the Respondent refused and instead issued threatening emails stating that his entire booking amount would be forfeited. Under these circumstances, the Complainant paid the entire amount of ₹2,56,332/- on 02.06.2025 and signed the papers for registration on 05.06.2025, with the intention of pursuing adjustment of 50% of the amount in future instalments.

25. The Complainant denies the Respondent's reliance on Section 29 of the Indian Stamp Act, 1899, and submits that, as per the said provision, the person who makes, draws, or executes the instrument is responsible for paying the stamp duty unless there is an agreement to the contrary, which is not the case here. It is stated that the Respondent prepared and shared the draft Agreement for Sale on the date of registration, arranged the registration at the Sub-Registrar's office, and collected and delivered the registered document, which clearly establishes that the Respondent made, drew, and executed the document and is therefore responsible for the stamp duty.

26. The Complainant further submits that both he and his wife merely attended the Sub-Registrar's office on 05.06.2025 to sign the papers arranged by the Respondent, and that the Respondent's own statement in para 12 of the counter affidavit conclusively establishes that it was the Respondent who made, and drew the document. He also clarifies that the delay in payment of the subsequent instalment was solely because of the ongoing correspondence regarding the Respondent's refusal to share the registration charges, and that immediately upon registration of the Agreement for Sale, he paid the next 10% of the sale consideration.

27. The Complainant finally reiterates that Section 13(1) of the RERA Act places the duty to execute and register the Agreement for Sale on the promoter, and that Section 29 of the Indian Stamp Act places liability for stamp duty upon the person who executes the document, which in this case is the Respondent. It is submitted that the so-called condition in the application form, which is not an agreement but only a booking form, that the purchaser is liable to pay the registration charges is contrary to Section 19(6) of the Act, and shall not have any effect. He states that, nevertheless, since the Agreement for Sale is a bilateral document meant to safeguard the interests of both parties, and Section 19(6) stipulates that the allottee must pay his "share" of the registration charges, he is agreeable to bearing 50% of the charges, while the Respondent must legally bear the remaining 50%.

28. In light of the above, the Complainant prays that the complaint be allowed and the Respondent be directed to bear 50% of the stamp duty and registration fee and adjust the same in the next instalment payable by him, as he has already borne the entire registration charges.

E. Points to be determined:

29. Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observations of the Authority:

30. Upon a careful consideration of the pleadings, documents, and submissions of both parties, it is observed that the Complainant booked Unit No. 3908 in the Respondent's project "Godrej Madison Avenue", paid the booking amount and further part sale consideration, and was thereafter required by the Respondent to execute and register the Agreement for Sale by paying the entire stamp duty and registration charges of ₹2,56,332/-. The Complainant contends that he was never informed at the time of booking about the requirement of registration of the Agreement for Sale or the applicable registration charges; and that under Section 19(6) of the RE(R&D) Act he is required to pay only his "share" of the registration charges, which according to him should mean an equal sharing between the promoter and the allottee.

31. The Respondent, on the other hand, submits that registration of the Agreement for Sale is mandatory under Section 13 of the RE(R&D) Act; that the Booking Form signed by the Complainant clearly stipulates that all stamp duty and registration charges are to be borne by the allottee; that the Complainant had delayed execution despite repeated instructions; and that neither the RE(R&D) Act nor the booking form imposes any obligation on the promoter to share the registration charges.

32. In view of the above submissions, this Authority first considers the requirement of execution and registration of the Agreement for Sale. In this regard Section 13 of the RE(R&D) provides that "*A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.*"

33. A perusal of the said section, makes it unequivocally clear that, registration of the Agreement for Sale is therefore a statutory obligation, and the Respondent cannot be faulted for insisting on compliance with the said requirement. The Complainant's plea that he was unaware of the need for registration or that other developers may have followed a different practice earlier cannot override the explicit mandate under Section 13 of the RE(R&D) Act. Any other industry practice contrary to the statutory provision has no legal validity.

34. With regard to the complainant's reliance on Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, which provides that *"every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any,"* it is observed that the complainant interprets the term "share" to mean that the promoter is obligated to bear 50% of the stamp duty and registration charges.

35. This interpretation made by the Complainant cannot be accepted. In the context of Section 19(6), the term 'share' refers to the allottee's proportionate and unit-specific portion of the charges mentioned in the provision. Section 19(6) imposes an obligation on every allottee to make payments in the manner and within the time stipulated in the Agreement for Sale, and further requires the allottee to pay, at the proper time and place, the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent and any other charges relating to the unit. The use of the word 'share' makes it clear that the allottee is liable only for the portion of such charges that pertains to his individual unit or his proportionate contribution towards common expenses, and not for amounts attributable to other allottees or units. The expression does not indicate that the promoter must bear the remaining part of these charges, unless such liability is expressly placed on the promoter under the RE(R&D) Act, the Rules, or the contractual terms binding the parties. The RE(R&D) Act does not impose a requirement for equal sharing of stamp duty or registration charges, nor does it provide any basis for shifting any part of this liability to the promoter.

36. As regards the complainant's reliance on Section 29 of the Indian Stamp Act, 1899, the said provision operates only *"in the absence of an agreement to the contrary."* In the present case, there exists a contractual allocation of liability, as the booking form executed by the Complainant constitutes a binding contractual document. The contention of the Complainant that the Booking Form is not an agreement or that it was blank or not read by him cannot be accepted. It is a settled principle of law that a person who signs a document is deemed to have read and understood its contents. A party who voluntarily signs a document cannot later avoid its terms by stating that he did not read it or that it was incomplete. If the Complainant believed that the Booking Form lacked material particulars such as unit number or sale consideration, it was incumbent upon him to raise an objection at that time. Having proceeded with the

transaction and having made substantial payments thereafter, the Complainant is estopped from challenging the validity or enforceability of the Booking Form at this stage.

37. The Clause 6(c) of the Booking Form, signed by the parties, clearly states that “*All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with any of the documents to be executed for the sale of the Apartment including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale shall be borne and paid by the Applicant(s) as and when demanded by the Promoter.*” This clause expressly places the liability of stamp duty and registration charges on the allottee.

38. Further, the proforma allotment letter issued by this Authority, which is required to be adopted by promoters in the State, specifically provides that the allottee shall bear stamp duty and registration charges for both the Agreement for Sale and the Sale/Conveyance Deed. The Respondent has adopted this standard format, and the same is displayed on the project webpage in the TGRERA portal.

39. A combined reading of Section 19(6) of the RE(R&D) Act, 2016, Clause 6(c) of the Booking Form, the proforma allotment letter of TGRERA, makes it evident that the contractual and statutory scheme places the liability of stamp duty and registration charges upon the allottee. The Respondent’s actions are in accordance with the RE(R&D) Act, the applicable rules, and the contractual documents. The Complainant’s contention that the promoter is obliged to bear 50% of the registration charges is therefore without merit.

40. Accordingly, this Authority finds that the Complainant is not entitled to the relief sought. The Respondent has not violated the provisions of the RE(R&D) Act, and its insistence on payment of full registration charges and stamp duty by the Complainant is in accordance with law and the contractual obligations between the parties.

41. The complaint stands disposed of in the above terms. 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

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