

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 38 of 2025

2nd may, 2025

Corum: **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**
Sri K. SrinivasaRao, Hon'ble Member
Sri LaxmiNarayanaJannu, Hon'ble Member

Adi Vanaja
R/o-Villa NO.8, Aditya Impress Park
ShaikpetNallah, ToliChowki, Hyderabad
Telangana_500081

...Complainant

Versus

1. M/s Ayanna Infra Private Limited
Plot No. 350, Street No.8
Kakatiya Hills, Madhapur
Hyderabad, Telangana-500081
2. Puralashetty Sreedhar
Managing Director of Respondent No.1
Villa No.9, Phase-I, Kamalapuri Colony
Srinagar Colony, Hyderabad
3. Smt.G.Suma,
R/o. 10830, Barbadosisle Dr.Tampa
FL 33467,8368, USA, presently staying in Hyderabad.
4. Smt.Vaniambadi Srinivasan Hemalatha,
R/01708,,Pegausus B Wing, Meenakshi Sky Lounge Hitex Road,
Kondapur, Hyderabad-500 084.
5. Sri.KazaKalyan Chakravarthy,
R/o.Flat.No.201.Sai Kiran Deluxe Apartments,
Srinagar Colony, Hyderabad-500 073.
6. Smt. Vijaya Sri Gajarapu,
R/o.3-6-594/402, SaradaGopalan Apartments,
Street.No.8 Himayat Nagar, Hyderabad-500 029.
7. Sri.Kedari Suryanarayana
R/o. House.No. 1-8-425, Chikkadpally,
Hyderabad, 500 020.
8. Smt.K.Laxmi,

R/o.H.No.1-8-425, Chikkadpally, Hyderabad, 500 020.

9. Sri.Chittineni Venkata Srinivasa Rao,
R/o. #5 Iibourke Street, Barton, Act, Australia, Presently staying in Hyderabad.
10. State Bank of India, SME Branch,
*Yellareddyguda, Srinagarcolony, Khairatabad,
Hyderabad, Telangana state - 500 073.*

...Respondent(s)

The present matter filed by the Complainant herein came up for hearing on 10.04.2025 before this Authority in the presence of A. Rajendra Prasad, Counsel for the Complainant, T. Niharika, Counsel for Respondent No. 1-9, B. Sathish, Counsel for Respondent No. 10 and upon hearing the arguments, this Authority passes the following **INTERIM 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 “Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the “Rules”) seeking interim directions to:

- I. to restrain the Respondents 1 to 3 and also Respondents No.3 to 9 in alienating or creating any charge over the schedule property of flat No. 801, with 3 car parking areas of 100sqft each along with un-divided share of land admeasuring 105 square yards out of 2500 square yards in the multi storied (2 Cellars+1 Stilt +12 Upper Floors or 10 upper Floors as the case may be) Residential Building under the name & Style of "AYYANNA PRIMA" in plot No.335,336,337,360 (Phase-I) 360 (Part-II) & 361 in Sy.No.33,34/P,35/P.36,37,38 & 39 situated at Ravindra Co-Operative Housing Society Limited, Guttala Begampet (V) Serlingampalli (M) of Ranga Reddy District to any third parties.*
- II. Direct the Respondents 1 to 3 and also Respondents No.3 to 9 to complete the construction of apartment building and also flat No. 801 in all respects, habitable with all necessary permissions/sanctions for necessary civic amenities such as water connection, drainage, electricity connection etc., as per the specifications in a time bound manner.*
4. The Complainant submitted that she paid a total sum of Rs. 3,45,00,000/- (Rupees Three Crore Forty-Five Lakhs Only) towards the entire sale consideration amount to Respondent No.1

for the purchase of Flat No.801 in “Ayyanna Prima”, along with three car parking spaces and an undivided share of land admeasuring 105 sq. yds. Two Agreements of Sale dated 30.01.2021 are placed on record.

5. The grievance of the Complainant is that despite full payment, the Agreement of Sale was unilaterally cancelled by the Respondents vide an email dated 14.09.2023, sent not to the Complainant but to her husband’s email address. The Complainant disputes the validity of such cancellation and asserts that no refund was processed, not even as per the alleged forfeiture clause.

6. The Respondents contend that the Complainant failed to adhere to the payment schedule and thus the Agreement stood cancelled. Respondents No.3 to 9 (landowners) have adopted the stand of Respondents No.1 and 2. Respondent No.10, State Bank of India, despite having charge over the subject flat, has not made any submissions.

7. Upon perusal of records and hearing the parties, the Authority finds that the issue arises for consideration at this stage is, *Whether interim protection is warranted to safeguard the interests of the Complainant during the pendency of proceedings.*

8. A bare perusal of the Agreements of Sale discloses no specific clause regarding the manner of termination. The purported cancellation email was not directly addressed to the Complainant and cannot be considered as valid notice under law. Therefore, prima facie, the Agreement continues to subsist.

9. The material on record discloses the existence of two Agreements of Sale, both executed on the same date, stipulating different sale consideration values. Hence, there remains ambiguity with respect to the payment of the entire sale consideration by the Complainant. Considering that the Complainant has sought interim protection, and upon careful examination of the material on record, this Authority is of the view that interim protection is warranted in order to safeguard the rights of the Complainant pending final adjudication. Further, until such determination is made, the creation of third-party interests over the flat would seriously prejudice the rights of the Complainant.

11. It is well settled that interim protection may be granted to prevent irreparable harm, maintain status quo, and preserve the subject matter of the proceedings. In this case, failure to grant interim protection may lead to alienation or encumbrance of the subject property, thereby frustrating the ends of justice.

12. Accordingly, in the interest of justice, this Authority deems it appropriate to grant interim protection to the limited extent of restraining the creation of any charge or encumbrance over the subject flat and the associated parking spaces.

13. Accordingly, pending final disposal of the Complaint, this Authority hereby directs Respondent as follows:

- a. The Respondents No.1 to 10 are restrained from alienating, transferring, mortgaging, or creating any third-party interest or charge over Flat No.801 in the project “Ayyanna Prima”, together with the three car parking spaces and undivided share of land admeasuring 105 square yards.
- b. The Respondents shall maintain status quo in respect of the said flat and comply with all applicable statutory obligations related to the completion of the project.

14. Non-compliance with the directions contained herein shall attract appropriate action under the applicable provisions of the RE(R&D) Act.

15. Matter listed for further hearing on 12.06.2025.

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