

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

**Complaint No. 500 of 2025**

**Dated: 27<sup>th</sup> March 2026**

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

**Sudheer Babu Motana**

*(House No 404, Tagore Road Hostel  
Minto Road complex, Civic Centre  
New Delhi, PIN- 110002)*

**...Complainant**

Versus

**Adhuri Infra Pvt Ltd**

**Represented by Chairman Aduri Ramanjaneyulu**

*(Plot No.14, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> floor  
Lodha Lane, Opp. Brand Factory,  
5<sup>th</sup> Phase, KPHB Colony, Hyderabad  
Telangana-500072)*

**...Respondent**

The present matters filed by the Complainant herein came up for hearing before this Authority in the presence of Complainant in person, and learned Counsel for Respondent. Upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes present Complaint **ORDER:**

2. This 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 relief to direct the Respondents to register Plot No.160 measuring 250 square yards (North-East Corner) in the project "Prakriti Hill Township", situated at Piglipur Village, Ranga Reddy District Telangana, bearing RERA Registration No. P02400007298.

**A. Brief Facts of the Case, as Stated by the Complainant**

3. The facts leading to the filing of the present complaint, as borne out from the record, are that the Complainant, relying upon the representations, assurances, brochure and marketing material issued by the Respondent, applied for allotment of a residential plot in the above-mentioned project.

4. It is an admitted position that the Complainant booked Plot No. 160, admeasuring 250

square yards (North-East Corner), on 24.10.2024 by submitting a Customer Application Form and paying a booking amount of ₹51,000/- (Rupees Fifty-One Thousand only).

5. Subsequently, in accordance with the payment schedule and terms contained in the application form, the Complainant paid a sum of ₹11,12,500/- (Rupees Eleven Lakhs Twelve Thousand and Five Hundred only), being 25% of the total sale consideration (inclusive of the booking amount), on or before 30.11.2024 through cheque. The Respondent has acknowledged receipt of the said amount and confirmed the booking.

6. The documents placed on record, including the Customer Application Form, receipts, and payment confirmations, clearly establish that a specific plot bearing No. 160 was identified, allotted, and agreed to be transferred in favour of the Complainant upon completion of payment obligations.

7. It is the case of the Complainant that after receipt of the aforesaid substantial consideration, the Respondent, through its representative Shri Phani Gopal (Director), informed the Complainant telephonically that Plot No. 160 had been allotted to another customer and that an alternate plot would be provided.

8. The Complainant submits that the alternate plot offered by the Respondent was not acceptable to him, as he had specifically chosen Plot No. 160 on account of its location, being a North-East corner plot, and other associated advantages.

9. The Complainant contends that the unilateral act of the Respondent in reallocating the said plot to a third party, after accepting substantial consideration and confirming the allotment, is arbitrary, illegal, and in violation of the provisions of the Act

10. It is further evident from the Customer Application Form and the receipts issued by the Respondent that a specific plot bearing No. 160 was initially identified, earmarked, and allotted to the Complainant, and the Respondent had agreed to register the very same plot in favour of the Complainant upon fulfillment of the payment obligations. This establishes a clear contractual understanding and creates a binding obligation on the Respondent to convey title of the said plot to the Complainant.

**B. Relief(s) sought:**

11. The Complainant has prayed for the following reliefs:

- a) *To direct the Respondent to allot and register Plot No. 160 admeasuring 250 sq. yards (North-East Corner) in favour of the Complainant*

### **C. Reply on behalf of the Respondent to the main Complaint**

12. The Respondent admits that the Complainant had booked Plot No. 160 admeasuring 250 sq. yards (North-East Corner) in the project “Prakriti Hill Township” situated at Piglipur Village, Ranga Reddy District, Telangana, bearing RERA Registration No. P02400007298, in October 2024 and paid a booking amount of ₹51,000/- on 24.10.2024. The Respondent further admits that the Complainant paid a total sum of ₹11,12,500/- (including the booking amount), being 25% of the total sale consideration, on or before 30.11.2024, and the said payments were duly received and acknowledged by the Respondent.

13. It is respectfully submitted that the said booking made by the Complainant was subject to the terms and conditions contained in the Customer Application Form and was provisional in nature, pending final confirmation and execution of a formal Agreement for Sale as contemplated under the provisions of the Real Estate (Regulation and Development) Act, 2016. No registered Agreement for Sale has been executed between the parties in respect of Plot No. 160

14. The Respondent submits that due to inadvertent administrative and operational circumstances beyond its control, Plot No. 160 came to be allotted to another customer. The said occurrence was neither deliberate nor mala fide, but purely unintentional and procedural in nature. The Respondent submits that there was no intention to cause any loss or prejudice to the Complainant

15. It is further submitted that immediately upon noticing the said issue, the Respondent took steps to safeguard the interests of the Complainant and, in good faith, offered an alternate plot bearing No. 100, admeasuring 250 sq. yards (North-East Corner), which is identical in size, orientation, and value, and is free from all encumbrances and available for immediate allotment

16. The Respondent submits that the said offer of Plot No. 100 is fair, reasonable, and equitable, and fully protects the financial and substantive interests of the Complainant. All amounts already paid by the Complainant are proposed to be adjusted towards the said alternate plot without any additional burden or escalation in cost

17. It is respectfully submitted that the Complainant has not suffered any financial loss or prejudice, as the alternate plot offered is of the same category, size, and consideration. The refusal of the Complainant to accept the alternate plot is arbitrary and unreasonable

18. The Respondent further submits that the relief sought by the Complainant for specific allotment of Plot No. 160 cannot be granted in view of the fact that the said plot is no longer

available. Grant of such relief would adversely affect the rights of a third party, who is not before this Hon'ble Authority, and would lead to multiplicity of proceedings

19. The Respondent denies that there has been any violation of the provisions of the Real Estate (Regulation and Development) Act, 2016. On the contrary, the Respondent has acted in a bona fide manner and has taken all reasonable steps to resolve the issue amicably in accordance with the spirit and objectives of the Act

20. It is further submitted that the Respondent remains ready and willing to allot Plot No. 100 to the Complainant on the same terms and conditions as originally agreed, with full adjustment of the amounts already paid, and to execute the necessary Agreement for Sale and Sale Deed in respect thereof

21. The Respondent therefore submits that the present complaint is misconceived to the extent it seeks allotment of Plot No. 160 and is liable to be dismissed. However, without prejudice, the Respondent reiterates its willingness to allot an equivalent alternate plot and resolve the matter amicably

**D. Rejoinder on behalf of the complainant:**

22. At the outset, the Complainant denies all averments, submissions and contentions made by the Respondent, except those which are specifically admitted herein. The contents of the Written Statement, being contrary to facts and law, are liable to be rejected

23. The contention of the Respondent that the booking was "provisional" and subject to execution of an Agreement for Sale is misconceived, untenable and contrary to the provisions of the Real Estate (Regulation and Development) Act, 2016. The Respondent, having accepted substantial consideration and having identified and allotted a specific plot to the Complainant, cannot evade its obligations on such technical pleas. The failure of the Respondent to execute the Agreement for Sale cannot be used to defeat the rights of the Complainant.

24. The Complainant submits that under Section 13 and Section 17 of the Act, the Respondent is under a statutory obligation to execute an Agreement for Sale and thereafter convey title to the allottee. The Respondent's own default in not executing the Agreement for Sale cannot be taken advantage of to deny the Complainant his lawful entitlement

25. The plea of the Respondent that Plot No. 160 has been allotted to a third party due to "administrative circumstances" is vague, unsubstantiated and devoid of any documentary proof. No details of the alleged third party, date of allotment, or supporting documents have been

placed on record. Such bald assertions cannot be accepted by this Hon'ble Authority

26. It is submitted that even assuming, without admitting, that any subsequent allotment has been made, the same is illegal and void, being in derogation of the prior rights created in favour of the Complainant. The Complainant, having made prior booking and payment, holds a superior and preferential right over the said plot

27. The Respondent's act of reallocating the said plot amounts to deficiency in service, unfair trade practice and is in clear violation of the provisions and objectives of the Act. Such conduct defeats the very purpose of transparency and accountability sought to be ensured under the Act

28. The offer made by the Respondent to allot Plot No. 100 in substitution of Plot No. 160 is unilateral, arbitrary and not binding upon the Complainant. The Complainant had specifically chosen Plot No. 160 on account of its location and other attributes, and cannot be compelled to accept an alternate plot against his will

29. It is further submitted that the Respondent cannot impose substitution of the subject matter of the contract without the consent of the Complainant. Such substitution alters the fundamental terms of the agreement and is impermissible in law

30. The contention of the Respondent that the Complainant has not suffered any loss is erroneous and misleading. The loss is not merely financial but also relates to deprivation of a specifically chosen immovable property, which has unique characteristics and value.

31. The Respondent's plea that granting relief would affect third-party rights is wholly misconceived. Any third-party rights, if created, are subsequent and subject to the prior rights of the Complainant. The Respondent cannot rely on its own wrongful act to defeat the legitimate claim of the Complainant

32. The Complainant reiterates that he is ready and willing to perform his part of the contract and to pay the remaining consideration as per the agreed terms. The Respondent, on the other hand, is attempting to evade its statutory and contractual obligations

#### **E. Points for Consideration**

33. After due deliberation to the facts and circumstances of the complaint and the supporting documents thereof, the following questions arise for consideration by this Authority:

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

#### **F. Observations of the Authority:**

This Authority has carefully considered the pleadings, documents placed on record, and

submissions made by both parties.

***Point I***

34. This Authority has carefully examined the pleadings, documents placed on record, and the submissions advanced by both parties. At the outset, it is not in dispute that the Complainant had booked Plot No. 160 admeasuring 250 sq. yards (North-East Corner) in the project “Prakriti Hill Township” by payment of a booking amount of ₹51,000/- on 24.10.2024, and had thereafter remitted a sum of ₹11,12,500/-, constituting 25% of the total sale consideration. The said payments stand duly acknowledged by the Respondent and are evidenced through documentary record. Thus, the foundational facts giving rise to the present dispute are admitted.

35. The material placed before this Authority, particularly the Customer Application Form and payment receipts, unequivocally demonstrate that a specific plot bearing No. 160 was identified, earmarked, and allotted in favour of the Complainant. Such identification of a specific unit, coupled with acceptance of substantial consideration, establishes a concluded understanding between the parties, giving rise to enforceable rights in favour of the Complainant. The relationship between the parties, therefore, cannot be reduced to a mere preliminary or exploratory stage, as sought to be contended by the Respondent.

36. The plea of the Respondent that the allotment was only “provisional” and contingent upon execution of an Agreement for Sale does not merit acceptance. It is a settled principle that a promoter, having received substantial consideration and having represented allotment of a specific unit, cannot subsequently resile from such representation by taking shelter under its own omission to execute a formal Agreement for Sale. The obligation to execute such agreement squarely rests upon the promoter under the RE(R&D) Act, and failure to do so cannot be used as a shield to defeat the legitimate rights of an allottee.

37. In this regard, the mandate of Section 13 of the Real Estate (Regulation and Development) Act, 2016 assumes critical significance. The provision clearly prohibits a promoter from accepting more than ten per cent of the cost of the plot without first entering into a written and registered Agreement for Sale. In the present case, the Respondent has admittedly received 25% of the total sale consideration without executing such agreement. This conduct is not a mere procedural lapse, but a direct infraction of a statutory obligation designed to protect allottees from precisely such uncertainty and arbitrariness.

***Section 13: “No deposit or advance to be taken by promoter without first entering***

***into agreement for sale.—***

*(1) 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.*

*(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot, or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over; the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed”*

38. This Authority is therefore of the considered view that the Respondent has acted in clear violation of Section 13 of the RE(R&D) Act. The statutory protection afforded to the allottee cannot be diluted by the promoter's failure to comply with mandatory requirements. The Respondent cannot be permitted to derive any advantage from its own wrong, and such conduct squarely attracts the consequences contemplated under the RE(R&D) Act.

39. The justification sought to be advanced by the Respondent that Plot No. 160 was subsequently allotted to another customer due to “administrative circumstances” is found to be wholly vague, unsubstantiated, and devoid of evidentiary support. No document, record, or contemporaneous material has been placed before this Authority to demonstrate either cancellation of the Complainant's allotment in accordance with law or a valid re-allotment process. Mere bald assertions, in the absence of proof, cannot be accepted, particularly when weighed against the admitted receipt of substantial consideration from the Complainant.

40. Further, it is pertinent to observe that once a specific plot has been allotted and consideration has been received, the Respondent is under a corresponding obligation to honour such allotment. Any subsequent re-allotment, in disregard of the Complainant's subsisting rights, would be ex facie contrary to law and violative of the RE(R&D) Act provisions. The prior right of the Complainant cannot be extinguished or diluted by unilateral actions of the Respondent.

41. The act of reallocating the plot to a third party, without due notice, consent, or lawful

cancellation of the original allotment, constitutes a clear deficiency in service and is antithetical to the principles of transparency, fairness, and accountability that form the cornerstone of the RE(R&D) Act.

42. The offer made by the Respondent to allot an alternate plot bearing No. 100, though stated to be similar in size and orientation, cannot be imposed upon the Complainant as a matter of compulsion. An allotment once made, followed by receipt of substantial consideration, creates a vested right in respect of the identified unit. Such right cannot be substituted or altered unilaterally at the instance of the promoter. Any substitution must necessarily be with the free and informed consent of the allottee, which is conspicuously absent in the present case.

43. The contention of the Respondent regarding creation of third-party rights is equally untenable. Even assuming that such rights have been created, the same would be subordinate to, and subject to, the prior and pre-existing rights of the Complainant. A promoter cannot create equities in favour of third parties in derogation of the rights already vested in an allottee and thereafter seek to rely upon such subsequent transactions as a defence.

**G.** In view of the findings and observations recorded hereinabove, this Authority holds that the unilateral action of the Respondent in reallocating the subject plot is illegal, arbitrary. Accordingly, the Respondent is hereby directed to forthwith restore and honour the original allotment of Plot No. 160 admeasuring 250 sq. yards (North-East Corner) in favour of the Complainant.

***H. Directions of the Authority:***

44. In exercise of the powers conferred under Sections 37 and 38 of the RE(R&D) Act, 2016, and in view of the findings and conclusions recorded hereinabove, the Authority hereby issues the following directions:

- a. The Respondent is hereby directed to forthwith restore and honour the original allotment of Plot No. 160 admeasuring 250 sq. yards (North-East Corner) in favour of the Complainant.
- b. The Respondent shall execute Agreement of Sale, followed by registration of the Sale Deed upon receipt of the balance sale consideration, in respect of Plot No. 160 in favour of the Complainant, strictly in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, within a period of 15 days from the date of such receipt.

c. Further, this Authority directs the Secretary, Telangana RERA, to initiate steps for imposition of penalty against Respondent for violation of Section 13 of the Real Estate (Regulation and Development) Act, 2016.

45. The parties are hereby informed that non-compliance with the above directions shall attract further action and penalty under Section 63 of the RE(R&D) Act, 2016. No order as to 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**

