

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

**COMPLAINT NO.698 OF 2021**

**25<sup>th</sup> Day of October, 2023**

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

Sri Ravinder Reddy Chalamalla ...Complainant  
Versus

M/s Anmol Infra ...Respondent

The present matter filed by the Complainant herein came up for hearing on 08.08.2023, 17.08.2023, 08.09.2023 and 05.10.2023 before this Authority in the presence of Complainant present in person, and Adv. Vikas Singh Thakur, Sri Mandeep rep M/s Anmol Infra on behalf of the Respondent and upon hearing the arguments of both the parties, 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 "RERD 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. FACTS OF THE COMPLAINT:**

3. The facts of the case, Complainant on the 11th of March, 2018, purchased two plots (Plot# 235 & 218) from Respondent, making an upfront payment of 50% of the sale consideration. Two separate Agreements of Sale were executed.

1. Starting from August 2018, the Complainant made repeated visits to Respondent office, with the intention to pay the remaining 50% and initiate the registration process. However, Respondent declined to accept the payment or register the plots, citing the necessity of obtaining HMDA approval.
2. When HMDA approval was granted on the 1st of August, 2019, the Complainant once again approached Respondent Infra, expressing the readiness to pay the outstanding balance. Nevertheless, Respondent declined the payment and registration, asserting that they could only proceed after obtaining RERA approval for the project.
3. On the 30th of October, 2020, Respondent received RERA approval without informing the Complainant. The Complainant only learned of this from other sources and approached Respondent in November 2020, once more expressing the intention to pay the balance and register the plots. Respondent continued to delay, stating that they were in the process of allotting the plots.
4. It was not until February 2021 that the Complainant was informed by Prakash of M/s Anmol Infra that the two plots originally sold to the Complainant (235 & 218) had been allocated to the landowner, a fact that had not been disclosed earlier.
5. The Complainant persisted with visits to the Respondent's office, and in March 2021, their employee, Manideep Reddy, reached out and proposed the registration of two alternate plots, namely 'Plot# 352 & 353,' in place of the Complainant's original plots. Plot# 352 had already been sold to another individual, and the Respondent agreed to retrieve it and register it in the Complainant's name. The Complainant accepted this proposal, despite it being less favorable, as the area of the new plots was 76 square yards smaller than the original ones. Nevertheless, the Complainant consented to the registration of Plot# 352 & 353, irrespective of the reduced yardage.
6. However, the Respondent continued to delay the registration process, even offering Plot# 348 as an interim measure. It was subsequently discovered that Plot# 348 had been double registered. Respondent

continued to extend registration dates, and after the Complainant's last communication with them on the 7th of September, 2021, Anmol Infra ceased all communication.

7. In November 2021, the Complainant approached the RERA office seeking justice.

**8. Points to Prove that Respondent has breached the Agreement of Sale with false allegations on the complainant:**

i. Anmol Infra alleged that the promised plot have been gone to the Landowner share that is Plot# 235 & 218 on 3rd of January, 2020, wrongly alleging that the Complainant did not come forward for registration. However, it is evident that Anmol Infra did not contact the Complainant to facilitate payment of the outstanding balance, and they themselves delayed the registration process. The Complainant had consistently sought to complete the registration since August 2018.

ii. Anmol Infra initially stated that they could not register plots without RERA approval. Phone recordings of conversations with their employee Sai Krupa in January and March 2020 contradicted this, as they had confirmed registration could not proceed until RERA approval was obtained. Anmol Infra had not executed any registrations for their buyers within the entire venture prior to obtaining RERA approval, which was granted on the 30th of October, 2020. They initiated registrations for their share of the plots only after the 7th of January, 2021. This contradicts their allegation that the Complainant had not come forward for registration in January 2020.

iii. Anmol Infra continued to delay the Complainant's registration even after obtaining RERA approval on the 30th of October, 2020. The Complainant had sought registration numerous times and received assurances of plot allotment and registration dates. Anmol Infra's actions were inconsistent with their allegation that the Complainant did not come forward for registration in January 2020.

- iv. The Complainant sent a legal notice on the 5th of March, 2021, demanding the registration of Plot# 235 & 218. Anmol Infra received this notice but did not respond. Their claim that the Complainant did not come forward for registration is contradicted by their failure to acknowledge the legal notice.
- v. Anmol Infra informed the Complainant about the allocation of the Complainant's plots to the landowner in February 2021. However, between March 2021 and July 2021, Anmol Infra's employee, Manideep Reddy, engaged in multiple phone calls with the Complainant, discussing the registration of Plot# 352 & 353 as alternatives to the Complainant's original plots. The Complainant accepted this offer and was prepared to proceed with the registration, despite it being less favorable than the original agreement. The Complainant's allegation that Anmol Infra had not informed them about the allocation to the landowner before February 2021 raises questions about the company's transparency.
- vi. The Complainant consistently expressed readiness to pay the remaining 50% balance but awaited the registration process, as per Anmol Infra's instructions.

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

13. The Complainant seeks strong action against Anmol Infra for their breach of the Agreement of Sale and for their alleged deceitful intentions.

#### **C. REPLY BY THE RESPONDENT:**

14. Respondent contends that the Agreements dated 11-03-2018 were not Agreements of Sale but agreements related to investment. The nature of these Agreements, they argue, should be determined by their contents rather than their title. According to Anmol Infra, these Agreements established an investment arrangement. The possibility of adjusting this investment toward the sale consideration was contemplated in the event of layout approval. They maintain that no Agreements of Sale were established on the 11th of March, 2018.

15. The Respondent further submits that, upon mutual deliberations, they were prepared to adjust the investment amount toward the partial sale consideration. In pursuance of this, they made repeated attempts to contact the Complainant, offering numerous opportunities for the registration of the two plots in the "4th Avenue" venture through the execution of a registered sale deed or registered agreement of sale in the Complainant's favor. Regrettably, the Complainant did not exhibit a genuine interest in this matter and cited various reasons for not proceeding with the registration of the subject plots. Eventually, the alternative plots were also transferred to third parties.

16. The Respondent explains that the change in the project's name from "Medicon City" to "4th Avenue" was a modification made during the course of the project's development. They assert that this name change did not adversely affect the Complainant, as the new name, "4th Avenue," had been officially registered with RERA.

17. The Respondents submit that they are fully prepared to refund all the amounts paid by the Complainant, along with applicable bank interest. They have made arrangements to deposit the refunded amount into the Complainant's bank account. However, the Complainant has not provided his bank account details, which is the sole reason for the delay in processing the refund.

18. The Respondents respectfully request this Authority to dismiss the frivolous complaint.

**D. Hearing Conducted:**

18. This Authority summoned both parties for hearings on the 8th of August, 2023, 17th of August, 2023, 8th of September, 2023, and 5th of October, 2023, where the parties reiterated the points mentioned in their written submissions. During the first hearing, the learned counsel for the Respondent reiterated the same arguments as presented in their written response submitted to this Authority on the 25th of February, 2022, and the 24th of November, 2022. The Respondents also expressed their willingness to register an alternative plot or refund the entire amount paid by the

Complainant, along with applicable bank interest, as they could no longer register the initially promised plot due to HMDA inspection and after the final approval the initial mentioned plots in the Agreement were being granted to the landowners.

19. Given the vagueness of the prayer submitted by the Complainant in Form M, the Bench inquired about the specific relief being sought. The Complainants informed the Bench that they were willing to pay the remaining balance amount for the plot if the Respondents could offer a similar plot and indicated a lack of interest in a refund. In response, the Respondents requested additional time to achieve an amicable settlement. Despite the ample time provided for mutual resolution, no agreement was ultimately reached.

20. During the subsequent hearing, the learned counsel for the Respondent made oral submissions that, during the period allocated for amicably settling the matter, the Complainants expressed satisfaction with one of the offered plots, which was subsequently registered in the Complainant's name. However, both parties were unable to agree on the registration of the second plot.

**E. Observations made by the Authority:**

21. The Authority explained to the Complainant the importance of purchasing a plot only after local authorities' approval and RERA registration, as layout drafts presented by Developers before approval from competent authorities are just preliminary proposal and are unreliable. The Authority observes that the Complainant was well aware of the fact that the Respondent, at the time of the entering into the said Agreement, did not apply for any approvals from the competent authority. Therefore, the Complainant's action in proceeding with the transaction, despite this knowledge, is considered negligence on the Complainant's part.

22. Further, Authority also notices that the transaction of the said plots was entered into prior to the approval of the layout by the Authorities, and the Complainant was fully aware of these facts. The Authority is of the view that this transaction does not fall within its jurisdiction and is not subject to the merits of the present complaint. Therefore, the complaint is dismissed as not maintainable.

23. In the event of any grievances with this Order, the parties may seek recourse with the TS Real Estate Appellate Tribunal. The appeal must be made within 60 days from the date of receiving this Order. (As per G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to handle matters under the Act until the regular Tribunal is established.)

24. **Complaint stands disposed of.**



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

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

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