

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

**COMPLAINT NO.643 OF 2022**

**07<sup>th</sup> Day of February, 2024**

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

Sri. Mirza Ayaz Baig

...Complainant

Versus

M/s Swarga Agro  
Represented by its Proprietor,  
Smt. Swarna Devi Kosaraju

...Respondent

The present matter filed by the Complainant herein came up for hearing on 26.09.2023 and 09.01.2024, before this Authority in the presence of the Complainant in person and none for the Respondent, and upon hearing the arguments, this Authority passes the following **ORDER:**

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule (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") requesting appropriate action against the Respondent.

**A. Brief facts on behalf of the Complainant:**

3. The Complainant submitted that the Complainant is the owner, in respect of the Property bearing Plot No. 84, admeasuring 412 Square Yards and Plot No.

86/8, admeasuring 435 Square Yards, totally admeasuring 847 Square Yards, equivalent to 708 Square Meters forming part of Survey Nos. 43, 45, 46 and 47 situated at Mokila Village & Gram Panchayat, Shankarpally Mandal, Ranga Reddy District, (Hereinafter be referred as "Said Property"). The Said Property, is owned by the complainant herein by virtue of Regd. Sale Deed Dated 08.01.2013 bearing its Document No. 110 of 2013, Registered at the Office of the Sub-Registrar, Shankarpally, Ranga Reddy District. The 'Said Property, was entrusted for development to the Respondent herein by virtue of Registered Development Agreement Cum General Power of Attorney, dated 02.09.2020, registered at the office of Sub-Registrar, Shankarpally, bearing its Document No. 4950 of 2020.

4. That upon the execution and registration of the Development Agreement, the Respondent shall proceed to meet the objects of the Development Agreement. Upon waiting for Seven (07) Months, the Respondent approached this Hon'ble Authority for Registration of the Project and this Hon'ble Forum issued Registration Certificate of Project, dated 30.04.2021 under project registration number P02400002829, for Project "My Nest Swarna Kuteer".

5. That subsequently, the Respondent has failed to initiate any sort of Development work at the Said Property, and that the Complainant already initiated legal process seeking to terminate the contract as null and void. Therefore, he prayed to cancel the Registration Certificate vide No. P02400002829, dated 30.04.2021, for Project "My Nest Swarna Kuteer", Survey No. 43, 45, 46 and 47, Plot No. of Site: 84, 86 / B at Mokila, Shankarpalle, Ranga Reddy-501203.

**B. Reply on behalf of the Respondent:**

6. The Respondent, vide Reply dated 05.12.2022, submitted that based upon mutual understanding and common interests the Complainant had entered into a

registered Development Agreement cum GPA dated 02.09.2020 bearing Document No. 4950 of 2020, however it is false to say that the Respondent has not been acting in accordance with the obligations of the Respondent as specified in the Development Agreement. That the readiness and willingness of the Respondent in performing its obligations under the Development Agreement can be inferred from its act of applying for the Building Permission in the Said Property before the HMDA on 26.09.2020 itself i.e., within 24 days from the date of entering and executing the development agreement. That the said period of 24 days was also taken by the Respondent, only to execute the building and layout drawings in accordance with the HMDA rules and regulations, which are a precondition for getting of any approvals from the regulating authority i.e., HMDA.

7. It was submitted that in lieu of the non-cooperation of the Complainant in so far as it regards to the obligations of the Complainant which are pre-conditioned to the ability of the Respondent to sell or execute any agreements with regards to the Said Property, the Respondent neither marketed the project to invite any prospective allottees or purchasers, nor entered into any agreement with respect to the Project.

8. It was submitted that any registration certificate granted by the Authority under Section 5, can only be revoked or cancelled if any of the conditions as specified in Section 7, are met and that the Complainant has failed to show any cause or even plead any circumstance which warrants the interference of the adjudicating authority, let alone warranting interference for the purposes of cancelling the registration issued by the Authority.

9. It was submitted that the certificate issued by the TSRERA be cancelled as the promoter has not commenced construction despite obtaining the permission is false. That the Respondent has already commenced construction, and the Complainant despite having knowledge of the same has misrepresented and concocted the present complaint for the purposes to unlawfully benefit from the relief. However, assuming but not admitting that the construction has not commenced, such ground in itself is not enough to warrant the exercise of the revocation powers under Section 7 of the Act.

10. It was submitted that the secondary plea of the Complainant that the certificate issued by the TSRERA be cancelled, as the Development Agreement cum GPA dated 02.09.2020 has become void and unenforceable is false. The Respondent and Complainant had expressly agreed in Clause 9.2 of the Agreement that the only remedy to any delay on part of the Developer to complete the construction would be the complainant's right to claim compensation for an amount of Rs. 6000 per month for the unit falling under the share of the complainant for the delay period. The Complainant and the Respondent have submitted to the jurisdiction of the Arbitrator appointed in accordance with provisions of the Arbitration & Conciliation Act, 1996.

11. It was submitted that the Complainant is neither an allottee who has entered into an agreement of sale, nor is a prospective allottee, nor is a real estate who is affected by the registered project, rather is the landowner who wishes to terminate the development agreement without following the procedure established by law. Complainant has failed to show any cause to warrant the interference of the Authority, let alone warrant the cancellation of the registration certificate by the

Authority, and for such reasons alone the Complaint filed by the Complainant is liable to be dismissed.

**C. Observations and directions of the Authority**

12. Without going into the merits of the matter, it is observed that, registration No.P02400002829 stands expired on 31.12.2023 and as per the submission of the Complainant, the Respondent has still not started any construction activity. It is observed that the relief sought by the Complainant to revoke the registration of the Respondent Promoter bearing No.P02400002829 is now infructuous on account of its expiry. Therefore, the present complaint is disposed of as infructuous.

13. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide 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 manage the affairs under the Act till the regular Tribunal is established) within 60 days from the date of receipt of this Order.

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

**Sd/-**  
**Sri Laxmi Narayana Jannu,**  
**Hon'ble Member,**  
**TS RERA**

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