

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 13th 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

Complaint No. 214/2025/TG RERA

Pinnamaneni Susheela

(R/o H.No: 7-1-214, Vamshi Krishna Apartments,
Flat No:108, Dk Road, Ameerpet,
Hyderabad 500016)

...Complainant

Versus

**M/s Srushti Infra Developers India Pvt. Ltd., Rep. by G. Venkatesh Reddy (Managing
Director)**

(Office at Sy. No:186(P) & 187(P) H. No:1-55/1,
Masid Banda Hamlet, Kondapur village,
Ranga Reddy District, 500084)

...Respondents

The present matter filed by the Complainant came up for hearing before this Authority, in the presence of the Complainant in person, and no one appeared for the Respondents despite due service of notice. After hearing the Complainant's submissions, the matter was set ex parte. This Authority now proceeds to pass the following **ORDER:**

2. The present Complaint have been filed by the Complainant under Section 31 of the Real Estate (Regulation & 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 appropriate reliefs against the Respondents.

A. Brief Facts of the Case:

1. It was submitted that the Complainant entered into an Agreement of Sale on 29-12-2017 with the Respondent for the purchase of a residential flat bearing No. C-305, admeasuring 1135 Square Feet, situated in the project known as "SRUSTI SYMPHONY". The total sale consideration for the said subject flat was fixed at ₹40,45,000/-. It was stated that the project

was duly registered under the Real Estate (Regulation and Development) Act vide Registration No. P02400000750.

2. It was further submitted that pursuant to the said Agreement, the Complainant paid a substantial sum of ₹34,00,000/- to the Respondent by 20-03-2018. It was emphasized that this payment constituted 84% of the total agreed sale consideration. As per the terms of the Agreement of Sale, the date for handing over possession of the subject flat was stipulated as 28-06-2019.

3. The Complainant stated that despite the receipt of the substantial sale consideration, the Builder denied the execution of the registration of the subject flat in favour of the Complainant. It was averred that the Complainant followed up on the matter several times with the Builder; however, there was absolutely no response forthcoming from the Builder regarding the completion of the registration formalities or the handover of the flat.

4. It was contended that, to the detriment of the Complainant's rights, the Builder was attempting to resell the subject flat, i.e., Flat No. C-305 at "SRUSTI SYMPHONY", to third parties. It was submitted that such conduct by the Builder, despite the subsisting agreement and the payments made, constituted a violation of the Complainant's rights.

B. Reliefs Sought

5. Accordingly, the Complainant sought the following reliefs:

- i. To direct the builder to register the flat C-305 at Srusti Symphony by duly giving possession immediately.*
- ii. As per clause No. 15 of the sale agreement direct the Respondent to pay the rent of Rs. 10,000/- per month for delayed period of completion and handing over.*
- iii. To restrain the builder from the resale of the subject flat C-305 at Srusti Symphony.*

C. Points for Consideration

6. The following issues arise for consideration by the Authority:

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

D. Observations of the Authority

7. The record clearly indicates that despite due service of notice, the Respondent have failed to appear before this Authority or file any written response to contest the allegations

made by the Complainant. It is noted that the Complainant effected paper publication of the notice on 11.09.2025 and also carried out personal service of notice on the Respondent on 12.09.2025. Notwithstanding such service, the Respondent remained absent and did not enter an appearance. In these circumstances, and upon being satisfied that due process had been duly followed and all procedural requirements were complied with, this Authority was constrained to proceed ex parte against the Respondent.

POINT I

8. Upon careful consideration of the unrebutted pleadings, the documents placed on record, and the submissions advanced by the Complainant, this Authority notes that the Complainant entered into an Agreement of Sale dated 29.12.2017 with the Respondent in respect of Flat No. C-305, admeasuring 1135 square feet, situated in the project known as “SRUSTI SYMPHONY”, for a total sale consideration of ₹40,45,000/-. As per the terms of the said Agreement of Sale, the promised date for handing over possession of the subject flat was 28.06.2019 plus a grace period of 3 months, which has long since expired.

9. It is borne out from the record that the Complainant has paid a substantial portion of the sale consideration and that the Agreement of Sale continues to subsist. Despite due service of notice, the Respondent has chosen not to appear before this Authority or contest the averments made by the Complainant. The failure of the Respondent to execute the sale deed and hand over possession even after the expiry of the contractually agreed timeline amounts to a breach of its contractual and statutory obligations.

10. In view of the above, and having regard to the obligations cast upon the promoter under Section 17 of the Real Estate (Regulation and Development) Act, 2016, particularly the duty to execute a registered conveyance deed and transfer possession upon receipt of consideration, this Authority notes that as per the Agreement of Sale dated 29.12.2017, the Respondent had undertaken to hand over possession of the subject flat on or before 28.06.2019, along with a grace period of three (3) months, which period has long since expired.

11. Despite the lapse of the said contractual timeline and receipt of a substantial portion of the sale consideration from the Complainant, the Respondent has failed to execute and register the sale deed or hand over possession of the subject flat. Accordingly, this Authority holds that the Complainant shall clear the legitimate dues, if any, payable with respect to the balance sale consideration under the Agreement of Sale dated 29.12.2017. Upon such clearance, it shall be the statutory duty of the Respondent to execute and register the sale deed and transfer

possession of Flat No. C-305 in the project “SRUSTI SYMPHONY” in favour of the Complainant, in accordance with law.

12. With respect to the second relief sought by the Complainant, namely the claim for payment of rent at the rate of ₹10,000/- per month for the alleged delay in completion and handing over of possession as provided under Clause 15 of the Agreement of Sale, this Authority observes that such a claim partakes the nature of compensation for delay. Under the scheme of the Real Estate (Regulation and Development) Act, 2016, the power to adjudicate claims relating to compensation, interest, or any other monetary relief arising out of alleged loss or damage suffered by an allottee is specifically vested in the Adjudicating Officer appointed under Section 71 of the Act.

13. Accordingly, the Complainant is at liberty to approach the Adjudicating Officer appointed under Section 71 of the Real Estate (Regulation and Development) Act, 2016, if so advised, for redressal of the said claim in accordance with law.

14. With regard to the third relief sought by the Complainant, namely to restrain the Respondent from alienating the subject flat to any third party, this Authority observes that it has already issued specific directions hereinabove directing the Respondent to execute and register the sale deed in respect of Flat No. C-305 in the project “SRUSTI SYMPHONY” in favour of the present Complainant. Once such a direction for registration in favour of the Complainant has been issued, the Respondent is legally bound to comply with the same and cannot deal with or alienate the subject flat in any manner inconsistent with the said direction.

15. Accordingly, the directions issued by this Authority for execution and registration of the sale deed in favour of the Complainant ipso facto operate as a restriction on the Respondent from alienating, encumbering, or creating any third-party rights in respect of the subject flat. In view of the same, no separate or further direction is required to be issued restraining the Respondent from alienating the property to third parties.

E. Directions of the Authority

16. In accordance with the discussions made above, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondents:

- i. The Complainant shall clear the balance sale consideration, payable under the Agreement of Sale dated 29.12.2017, in respect of Flat No. C-305, situated in the project “SRUSTI SYMPHONY”. Upon payment of the balance sale consideration by

the Complainant, the Respondent is directed to execute and register the sale deed in respect of Flat No. C-305, “SRUSTI SYMPHONY”, in favour of the Complainant and hand over possession, within a period of 30 days from the date of receipt of the total sale consideration.

- ii. Failing to comply with the above-said direction by Respondents shall attract penal action in accordance with Section 63 of the RE(R&D) Act, 2016.
17. In view of the above, the present complaint is disposed of. 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

