

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 210 of 2025

Dated: 7th November, 2025

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

K Srinivasa Raju

*R/o: Apartment Myhome Mangala,
Flat No 211, Block 9, Kondapur,
Botanical Garden Road, Hyderabad, Telangana - 500084*

...Complainant

Versus

M/s Candeur Developers & Builders,

*Represented by its Managing Partner, Sri Kattam Reddy Ramvishnunandan Kumar Reddy,
O/o. Plot No.26, Second Floor, Jayabheri Enclave,
Gachi Bowli, Serilingampally Mandal,
Ranga Reddy District, Telangana – 500084*

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing on 18.09.2025 before this Authority in the presence of Counsel for the Respondent and no appearance on behalf of the Complainant, and upon hearing the submissions, this Authority proceeds to pass the following **ORDER:**

2. This 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 appropriate action against the Respondent.

3. The case of the Complainant is that he had entered into an Agreement of Sale dated 04.04.2024 with the Respondent for purchase of Flat No. 403, Tower “A” (Emerald), in the project “Candeur Twins”, admeasuring 1688 sq. ft. of saleable built-up area (including balcony, utility area and walls). As on the date of agreement, the Complainant had paid an amount of ₹28,54,152/- to the Respondent.

4. The Complainant alleged that the said flat was mortgaged and therefore could not have been sold without obtaining the requisite No Objection Certificate (NOC). On this ground, the Complainant contended that the Agreement of Sale executed by the Respondent was illegal, and accordingly sought refund of the amount paid, along with applicable interest.

5. During the proceedings, both parties filed a Joint Compromise Memo, duly signed, setting out the terms of settlement. The key terms of the settlement are as follows:

- a) The Respondent has agreed to refund the entire amount of ₹27,11,444/- (Rupees Twenty-Seven Lakhs Eleven Thousand Four Hundred Forty-Four only) towards full and final settlement of the Complainant's claim.
- b) Out of the same, the Respondent has already paid an amount of ₹14,27,076/- (Rupees Fourteen Lakh Twenty-Seven Thousand and Seventy-Six Only) by way of RTGS from Axis Bank, J.P. Nagar Branch, to the Complainant's account vide UTR No. UTIB52025090300360986 dated 03.09.2025, which was received by the Complainant in part discharge of settlement amount.
- c) The Respondent further agreed to pay the balance amount of ₹12,84,368/- (Rupees Twelve Lakh Eighty-Four Thousand Three Hundred Sixty-Eight Only) to the Complainant, upon withdrawal of the present complaint.
- d) The Complainant has confirmed receipt of the aforesaid amount towards full and final settlement of all his claims in relation to the subject flat and transaction and the above case.
- e) The Complainant has further agreed to withdraw the present complaint, waiving any further claims for interest, compensation, legal expenses, or other reliefs in relation to the above said transaction.
- f) Both parties have endorsed that this settlement has been entered into voluntarily and in good faith, without any coercion or undue influence.
- g) The original agreement of sale dated 04.04.2024, in the custody of the Complainant has been handed over to the Respondent after endorsing the cancellation and also subscribing the signatures of both the parties below the said endorsement.

6. Further, the Complainant had filed a Letter dated 04.09.2025 before this Authority, stating that the Complainant and the Respondent have come to compromising terms and have

decided to cancel the Agreement of Sale dated 04.04.2024, and that he had received the amounts as mentioned in the compromise memo. He further requested to withdraw the above complaint.

7. In view of the Joint Compromise Memo filed by both parties and the withdrawal memo submitted by the Complainant, the present complaint stands disposed of as withdrawn.

8. No further claims or contentions subsist between the parties, and the matter is accordingly closed.

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

