BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 193 of 2024

14th October 2025

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

M. Katam Raju
(S/o M. Sangameswara Rao,
Aged about: 42 Years, Occ: Business,
R/o H. No. 2-51, Sangamjagarlamudi Post,
Tenali Mandal, Guntur Distriet,
Andhra Pradesh - 522213)

… Complainant

Versus

M/s. ANR Developers
*(*Rep by Mr. Andra Naresh Reddy,
S/o Venkata Reddy, R/o H. No. 8-75/B,
Ramnagar Colony, Chattanpally, Shadnagar,
Mahabubnagar, Telangana - 509216)

… Respondent

The present matter, filed by the Complainant, came up for hearing before this Authority on 18.06.2025. The hearing took place in the presence of the Complainant and learned Counsel for the Respondent Sri. Rajan Palakurthi was present. After hearing the arguments from both parties, 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 (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 "TG RE(R&D) Rules") seeking appropriate relief(s) against the Respondent.

A. Brief facts of the case as stated by the Complainant:

3. The Complainant submits that he entered into an Agreement of Sale dated 04.08.2022 with the Respondent for the purchase of three plots in Kondurg Township Venture, which is DTCP approved and RERA registered, situated in Kondurg Mandal, Ranga Reddy District.

The plots in question are Plot Nos. 149, 150, and 151, each measuring 183 Sq. yds, totaling549.9 Sq. yds. The transaction is governed under T.L.P No. 126/2022/H and TG RERA No. P02400004868.

4. The Complainant states that, although the Agreement of Sale was executed for three plots, he requested the Respondent to execute the Sale Deed in his favour for only two plots, namely Plot Nos. 149 and 150. The Complainant further submits that on 03.11.2022, he successfully got Plot No.149 registered in his name, having paid the agreed consideration for both Plot Nos. 149 and 150. Despite repeated requests, the Complainant states that Mr. Naresh Reddy has failed and neglected to execute the Sale Deed for Plot No.150. The Complainant further submits that Mr. Naresh Reddy has denied receipt of payment in WhatsApp communications and has deliberately avoided responding to telephone calls.

5. The Complainant states that he made payments for both plots as follows: an amount of Rs.19,00,000/- in cash and an additional amount corresponding to the government-approved card value via bank transfers. Specifically, he paid Rs.2,01,630/- on November 2022 for Plot No.149 and Rs.2,01,630/- on 26.04.2023 for Plot No.150. The total amount transferred through the bank was Rs.4,03,260/-, making the total consideration paid Rs.23,03,260/-. The Complainant submits that all bank transfers were made to the account of M/s Agarwal Foundries Pvt. Ltd., HDFC Bank Ltd., Banjara Hills Branch, Account No. 57500000370972, IFSC Code: HDFC0009817, as directed by the Respondent.

6. The Complainant further submits that as per the Purchase Agreement, the agreed price for the two plots at Rs.6,000/- per Sq. yd amounted to Rs.21,99,600/- (366.6 Sq. yds × Rs.6,000/-). The Complainant states that he has paid an excess amount of Rs.1,03,660/- over and above the agreed consideration, which remains unaccounted for by the Respondent.

7. The Complainant submits that despite full payment of the agreed consideration for Plot No.150, the Respondent has failed and neglected to execute the Sale Deed in favour of the Complainant, thereby causing loss and inconvenience.

B. Relief Sought:

8. In light of the aforementioned facts, the Complainant had prayed for the following reliefs before the Authority:

a. To Instruct the Respondent to register Plot No:150 in the name of the Complainant.

C. Counter on behalf of the Respondent:

9. The Respondent submits that he entered into an Agreement of Sale dated 04.12.2022 with the Complainant for the sale of three open plots, namely Plot Nos. 149, 150, and 151, each measuring 183.3 Sq. yds, totalling 549.9 Sq. yds, situated at Survey Nos. 273, 275/2, 276, 274, 278, 277, 291/1, and 275/1, Kondurg (West) Village & GP, Kondurg Mandal, Ranga Reddy District, Telangana. The total agreed consideration was Rs. 32,99,400/- at Rs. 6,000/- per Sq. yd, of which the Complainant paid an advance of Rs. 19,00,000/-, with the balance of Rs. 13,99,400/- to be paid before registration.

10. The Respondent submits that the Agreement of Sale covered all three plots, and the Complainant's complaint seeking registration of only Plot No.150 is contrary to the terms of the Agreement. The Complainant cannot selectively enforce rights for individual plots when the Agreement contemplates registration of all three plots collectively.

11. The Respondent submits that the claim that the Complainant paid Rs. 21,99,600/- for Plot Nos. 149 and 150 is denied. The Complainant made part payments towards all three plots, and based on partial payment, Plot No.149 was registered in his name. The Respondent denies allegations of ignoring calls or absconding, as the Complainant was unavailable due to personal matrimonial issues.

12. The Respondent submits that it is incorrect that the Complainant paid Rs. 2,01,630/- specifically for Plot No.149 in November 2022. On 26.04.2023, the Complainant transferred Rs. 2,01,630/- to the account of M/s Agarwal Foundries Pvt. Ltd., HDFC Bank Ltd., Banjara Hills Branch (A/c No. 57500000370972, IFSC: HDFC0009817) as requested. This payment was part of the total consideration, and the total paid by the Complainant is Rs. 23,03,260/- out of the total agreed consideration of Rs. 32,99,400/-.

13. The Respondent submits that the claim of excess payment of Rs. 1,00,000/- is denied. After registration of Plot No.149, the Complainant failed to proceed with registration of Plot Nos.150 and 151 by paying the remaining balance of Rs. 11,97,970/- as per the Agreement. Further, as per Clause 12 of the Agreement, the Complainant was required to complete registration within 45 calendar days, time being the essence. The Complainant's failure to comply constitutes a fundamental breach of contract, granting the Respondent the right to terminate the Agreement.

14. The Respondent submits that despite having the right to terminate, he is willing to register alternate plots, Plot No.157 (183.3 Sq. yds) and Plot No.108 (165 Sq. yds) in place of Plot Nos.150 and 151, provided the Complainant pays the remaining balance of Rs. 11,97,970/-. The Respondent submits that the Complainant's approach of seeking registration of only Plot No.150, after over two years, is contrary to the Agreement and appears to be an attempt at frivolous litigation, which, if allowed, would cause irreparable loss.

15. The Respondent respectfully submits that this Hon'ble Court may be pleased to dismiss the present complaint with exemplary costs payable by the Complainant and pass such other orders as deemed fit and proper in the circumstances.

D. Rejoinder filed by the Complainant:

16. The Complainant submits that the assertion in the counter is not true. As per the Agreement of Sale for three plots - Plot Nos.149, 150, and 151, he had paid 100% of the sale consideration for Plot Nos.149 and 150. Plot No.149 was registered in his name on 3rd November 2022, while Plot No.151 was purchased by his friend, Mr. Srikanth, on 18th November 2023 (Sale Deed No.14807/2023). Therefore, the Respondent, Mr. Naresh Reddy, had received the total sale consideration for all three plots, and there is no question of claiming any balance of Rs.13,99,400/-.

17. The Complainant submits that Plot No.149 was registered in his name, and Plot No.151 was purchased by Mr. Srikanth. Therefore, the only remaining plot for registration is Plot No.150, for which he had made full payment. The Complainant further submits that he had paid the full sale consideration for Plot Nos.149 and 150, not partial or advance payments. Despite repeated calls and messages to Mr. Naresh Reddy requesting registration of Plot No.150, there was no response, and he has been waiting for over two years.

18. The Complainant submits that on 20th November 2022, he transferred Rs.2,01,630/- to M/s Agarwal Foundries Pvt. Ltd. to get Plot No.149 registered, which he received. Again, on 26th April 2023, he transferred Rs.2,01,630/- for Plot No.150, but the sale deed has not been executed. These were not part payments, as he had paid in excess of the agreed consideration for the two plots. There is no question of balance payment of Rs.11,97,970/- after he had already paid the full sale consideration for Plot Nos.149 and 150, and Plot No.151 was purchased by Mr. Srikanth (Sale Deed No.14807/2023, dated 18-11-2023).

19. The Complainant submits that the Respondent selectively read part of Clause 12 of the Agreement of Sale to misrepresent its meaning. The Agreement clearly provides that the Vendor must complete all development works as per HMDA norms, obtain final approval of the layout, mortgage clearance, release of mortgaged plots, and updated encumbrance certificate. Registration is to be done within two weeks of final approval or 45 days from the Agreement date, whichever is later. Therefore, the Respondent cannot delay registration of Plot No.150 on the pretext of payment delay, as full payment has already been made.

20. The Complainant submits that the Respondent's proposal to register alternate plots (Plot No.157 and Plot No.108) instead of Plot No.150 is meaningless. The Complainant is entitled to Plot No.150, a main road-facing plot near the park and main entrance, as per the Agreement, and has already paid the full consideration. Moreover, the Respondent received the full sale consideration for all three plots over two years ago but has still not registered Plot No.150. After repeated requests and waiting for over two years, the Complainant approached TG RERA.

21. The Complainant submits that on 4th August 2022, he entered into the Agreement of Sale with Mr. Andra Naresh Reddy for Plot Nos.149, 150, and 151, each measuring 183.3 Sq. yds, totalling 549.9 Sq. yds, in DTCP-approved layout T.L.P No.126/2022/H, dated 18.4.2022, situated at Kondurg (West) Village & GP, Kondurg Mandal, RR District. The price per Sq. yd was Rs.6,000/-, with total consideration Rs.32,99,400/-. He informed the Respondent that he would take only Plot Nos.149 and 150, while Plot No.151 would be purchased by his known person, Mr. Prashanth Reddy, finally purchased by Mr. Pedda Srikanth.

a. The Complainant states that he paid approximately 90% of the sale consideration on the date of the Agreement and the remaining 10% when requested: On 04.08.2022, Rs.19,00,000/- was paid to Mr. Naresh Reddy.
b. On 2.11.2022, Rs.2,01,630/- was transferred to M/s Agarwal Foundries Pvt. Ltd. via Axis Bank for Plot No.149 registration, and Sale Deed No.14686/2022 was executed on 03.11.2022.
c. On 26.04.2023, Rs.2,01,630/- was transferred for Plot No.150 registration. The Complainant informed Mr. Naresh Reddy and shared the payment confirmation and draft sale deed on 28.04.2023.

22. The Complainant submits that the total payable for Plot Nos.149 and 150 was Rs.21,99,600/-, but he had paid Rs.23,01,630/-, an excess of Rs.1,02,030/-, and communicated this to Mr. Naresh Reddy via WhatsApp on 28th April 2023. Despite providing full payment and all evidence, he has been waiting for over two years for registration of Plot No.150. The Complainant prays that this Hon'ble Court may be pleased, in the interest of justice, to pass such orders as deemed fit and proper in the circumstances of the case.

E. Observations of the Authority:

23. Upon careful perusal of the complaint, the counter filed by the Respondent, the Rejoinder submitted by the Complainant, and the documents placed on record, including the Agreement of Sale dated 04.08.2022, bank receipts, and the encumbrance certificate, this Authority makes the following observations. It is an undisputed fact that the Complainant entered into an Agreement of Sale with the Respondent on 04.08.2022 for three plots bearing Nos. 149, 150, and 151, each measuring 183.3 square yards, forming part of Survey Nos. 273, 275/2, 276, 274, 278, 277, 279/1 and 275/1, situated at Gram Panchayat, Kondurg Mandal, Ranga Reddy District in a DTCP-approved and having RERA Registration No. P02400004868.

24. The total agreed consideration for all three plots was Rs. 32,99,400/-, @ of Rs. 6,000/- per square yard. However, the Complainant has consistently maintained that he sought registration for the plots and out of the three plots only Plot No.149 was registered in his name, while Plot No. 151 subsequently was purchased by third party, Mr. P. Srikanth vide Sale Deed No. 14807/2023 dated 18.11.2023, as substantiated by the Encumbrance Certificate.

25. The Complainant has furnished evidence of payments to tally of Rs. 23,03,260/- comprising an initial cash payment of Rs. 19,00,000/- on 04.08.2022, and bank transfers of Rs. 2,01,630/- each on 02.11.2022 and 26.04.2023 to the designated account of M/s. Agarwal Foundries Pvt. Ltd. The complainant submitted that the said amount exceeds the agreed consideration for two plots. The Respondent has not disputed the receipt of the said payments but contended that it constitutes partial payments towards over 3 plots with the balance of Rs.13,99,400/- remaining.

26. This Authority notes that plot no. 149 is duly registered on complainant's name, shortly after the bank transactions. Furthermore, the encumbrance certificate confirms that Plot no. 151 is registered in the name of 3rd party on 18.11.23, these actions by the Respondent registering plot no. 149 individual and allowing or encumbering plot no.151 to a 3rd party belie his current stands that the agreement of sale was indivisible and contemplated collected registrations of 3 plots. The respondent cannot an reprobate; having treating the plots as separable by registering one and alienating another he is estopped on instituting to joint registration now.

27. The Respondent submission that "willing to register alternative plots in place of plot nos. 150 and 151" with no reason being provided or submitted as to why plot no. 150 allotted to complainant under agreement cannot be registered in his favour lacks substantiation as no documentary evidence has been produced such as proof of prior encumbrance registration to another party or an legal embedment in absence such evidence the respondent offered to provide substituted plots e.g.; plots no's: 157 and 108 upon the payment of alleged balanced appears untenable and contrary to the specific terms of the agreement the complainant has categorically rejected substitutes emphasising his entitlement to plot 150 which a main road facing plot for which full consideration has been paid.

28. Further, the Respondent's Memo demanding an additional amount of Rs. 97,970/- or even Rs. 11,97,000/- as stated in the counter for registration is unsupported by any prior demand notice or breakdown of the alleged balance. The Complainant was directed to submit the proper balance, which he has duly submitted, corroborating the payments made. The Respondent's failure to issue any demand notice for the remaining balance undermines his claim that, due to the non-appearance of the Complainant, the plots were not registered in his name, when no such demand notice was ever served despite the passage of over two years.

29. Under section 11 (4) (a) of RE (R&D) Act,2016 the promoter is obligated to adhere strictly to the terms of the agreement for sale and to execute a registered conveyance deed in favour of the allottees, as mandated under Section 11(4)(f) read with Section 17 of the said Act, which reads as follows:

> *Section 17 (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the*

> *association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws.*

30. The Respondent cannot unilaterally alter the terms of the agreement by claiming individuality or substitution of plots when no valid reason has been provided for the non-registration of Plot No. 150, nor with respect to Plot No. 151. As per Clause 12 of the Agreement of Sale, which emphasizes that time is of the essence, reciprocal obligations are cast upon the Respondent to complete the development works, obtain necessary approvals, and facilitate the registration of plots. These obligations appear to have been fulfilled for other plots but not for Plot No. 150 allotted to the Complainant. Further, neither party has placed on record any document or clarification indicating their mutual understanding in respect of Plot No. 151. However, as the relief sought by the complainant pertained solely to Plot No. 150 and, since the Respondent has not submitted any explanations regarding the registration of Plot No. 151, this Authority does not deem it appropriate to entry into merits of any third plot, seeming to be separate understanding between the parties.

31. In view of foregoing, this authority finds that the complainant has substantiated payment of full sale consideration in respect of plot no. 150. The Respondent refusal to execute and register the said plot constitutes breach of terms of the agreement of sale as well as a violation of provisions of RE(R&D) Act. The Respondent defence is therefore held to be unsustainable and no valid grounds exist to deny the relief of specific performance sought by the complainant. Accordingly, this Authority deems it just and proper to direct the Respondent to execute and register sale deed in favour of complainant. The excess payment if any may be adjusted or refunded by the Respondent within sixty (60) days from the date of this order.

F. Directions of the Authority:

32. In light of the findings of the Authority as recorded above, the following directions are issued under Section 37 of the RE(R&D) Act, 2016 to ensure compliance with the obligations imposed upon the Respondent as per the functions entrusted to the Authority under Section 34(f) of the RE(R&D) Act, 2016:

i. The Respondent is directed, that the Plot No. 150 shall be register in the complainant's name within 30 (thirty) days from the date of this order.

ii. The excess payment if any, may either be adjusted or refunded by the Respondent within 60 (sixty) days from the date of this order.

33. If the Respondent fails to comply with the directions herein, shall attract Section 63 of the RE (R&D) Act, 2016.

34. The Complaint is disposed of in lieu of the above directions. No order as to costs.

Sd/-

Sri. K. Srinivasa Rao,
Hon'ble Member

TG RERA

Sd/-

Sri. Laxmi Naryana Jannu,
Hon'ble Member

TG RERA

Sd/-

Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson

TG RERA