BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]
Complaint No. 557 of 2025
Dated: 17th November, 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

Pullagura Harini
(Flat 103, Plot 93,94,95, Sri Balaki Enclave,
Silpa Paradise, Pragathi Nagar, Medchal
Malkajgiri Dist, Hyderabad, Telangana, 500090)

…Complainant

Versus

B.V.R Infra Developers Pvt. Ltd.,
Rep by Bainaboina Venkateswarlu,
(H. No. 7-41/11, Plot No. A-101, Flat No. 401,
Mehar Nivas, Bapuji Nagar, Street-1, Nacharam,
Hyderabad, Telanagana, 500076
H.No. 9-2-1, Vallicherla, Hanumanthunipadu,
Prakasam district, 523228)

…Respondent

The present matter filed by the Complainants mentioned herein above came up for hearing on 12.08.2026, before this Authority in the presence of the Complainant, and the Respondent absent despite service of notice, hence the Respondents was set ex-parte. Upon hearing the submissions of Complainant, this Authority proceeds to pass the following

ORDER:

2. The present Complaint has been filed by the Complainants 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 relief(s) against the Respondent.

A. ***Brief facts of the Case as per Form M filed by Complainant***

3. The Complainant submits that he paid an amount of ₹1,08,000/- on 24.10.2021 as booking advance and a further amount of ₹5,00,000/- on 03.11.2021 at the time of entering into an Agreement of Sale with the Respondent, based on the assurance of the Respondent that the project would be completed within a period of 12 months and that the registration of the allotted plot would be completed accordingly.

4. It is the case of the Complainant that, after execution of the Agreement of Sale, the Respondent informed him that the project was getting delayed on account of pending governmental approvals and further disclosed that the selected plot could not be registered as the same was under mortgage and that registration would be possible only after its release.

The Complainant asserts that this material fact was not disclosed at the time of booking or at the time of execution of the Agreement of Sale.

5. The Complainant further submits that the Respondent thereafter started insisting and pressurising the Complainant to pay the balance sale consideration by stating that unless the amount was paid, registration would be withheld and the plot would be sold to another buyer.

6. On account of such representations and pressure, the Complainant paid further amounts on various dates, namely:

₹1,000/	27.10.2022,
₹4,99,000/	27.10.2022,
₹4,80,000/	05.06.2023,
₹20,000/	05.06.2023,
₹1,30,000/	19.10.2023
₹5,00,000/	19.10.2023,
₹22,38,000/-	**Total**

7. The Complainant submits that in spite of payment of substantial sale consideration and despite lapse of nearly four years from the date of agreement, the Respondent has failed to register the subject plot in favour of the Complainant and has also stopped responding to the calls and communications of the Complainant.

8. The Complainant, therefore, seeks direction to the Respondent to register Plot No. 97 admeasuring 212 square yards in the said project or to allot an alternate plot of equivalent value in the same or any other venture, and in the alternative, to refund the entire amount paid along with interest.

B. Relief sought:

9. Aggrieved by the actions of the Respondents, the Complainants prayed for the following:

i. *To Direct the promoter/Respondent to register the plot No. 97 in SV Golden City 5, (RERA Registration No. P02400003957) and T.L.P No. 370/2021/H in survey No 62P & 63P admeasuring an area of 212 sq. yards located at Ramanuthala Village, Amangal (M). Ranga Reddy Dist or alternate plot worth same value in same venture or another venture* ***(or)***

ii. *Direct the Respondent/Promoter to return the total amount paid i.e., 22,38,000 (Twenty-Two Lakhs and Thirty-Eight Thousand Rupees along with interest @ 18%*

C. Points to be determined:

10. Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

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

D. Observation by the Authority

11. This Authority notes that the present complaint was listed for hearing on 11.12.2025 and again on 08.01.2026, 24.02.2026, 13.03.2026, 16.04.2026, 18.06.2026 and finally on 12.08.2026. On all occasions, the Complainant was present, whereas the Respondent remained absent and failed to enter appearance or file any representation, despite due service of notice. In view of the continued non-appearance of the Respondent, this Authority is satisfied that sufficient opportunity has been granted and, therefore, proceeds to decide the present complaint ex-parte against the Respondent.

12. Upon careful examination of the pleadings, documents and submissions placed on record, it is observed that the Complainant had booked Plot No. 97 admeasuring 212 square yards in the project titled "SV Golden City -V" and has, over the period from 24.10.2021 to 19.10.2023, paid a total amount of ₹22,38,000/- to the Respondent on the assurance that the project would be completed and the plot registered within 12 months. It is an admitted position that the Respondent has not registered the said plot in favour of the Complainant till date.

13. The Complainant has specifically pleaded that, subsequent to execution of the Agreement of Sale, the Respondent disclosed that the plot could not be registered as it was under mortgage and that registration would be possible only after its release, a material fact admittedly not disclosed at the time of booking or execution of the Agreement of Sale. Despite this, the Complainant continued to make payments on the Respondent's representations that registration would follow, yet no registration has been effected even after a lapse of nearly four years.

14. This Authority further takes note of the fact that the Respondent has failed to appear on any of the seven occasions on which the matter was listed, and has neither filed a reply nor placed any material on record to dispute the Complainant's claims or demonstrate readiness or ability to complete registration.

15. The Complainant has sought, in the first instance, registration of Plot No. 97 admeasuring 212 sq. yards in “SV Golden City - V”, and in the alternative an alternate plot or refund of ₹22,38,000/- with interest. The Complainant has paid ₹22,38,000/- to the Respondent between 24.10.2021 and 19.10.2023, and the Respondent has not disputed this.

16. Under Section 11(4)(a) of the Act, the promoter is bound to perform its obligations under the Agreement of Sale. Under Section 17(1), the promoter must execute a registered conveyance deed in favour of the allottee. The Respondent has done neither. Nearly four years after the Agreement of Sale dated 03.11.2021, the plot has not been registered.

17. The Respondent's own stand, as pleaded by the Complainant, is that the plot is under mortgage and can be registered only after its release. This was not disclosed at the time of booking or at the time of the Agreement of Sale. A promoter cannot sell a plot that is encumbered and then fail to clear the encumbrance. The duty to deliver the plot free from encumbrance rests entirely on the Respondent. Section 11(4)(a) of the Act requires the promoter to comply with the Agreement of Sale, and the Agreement of Sale imposes the same duty. Further, it is the duty of Complainant to preview the sanctioned layout/ tentative layout plan before purchase of the plot. The tentative layout clearly indicates the plots that are under mortgage. Hence, both are equally responsible.

18. The Complainant has pursued registration of the plot and has not sought to withdraw from the project at this stage. This Authority is therefore of the view that the primary relief of registration is the appropriate relief to grant.

19. At the same time, under Section 19(6) of the Act, the allottee is bound to pay the balance sale consideration as per the Agreement of Sale. The Complainant's right to registration is therefore subject to payment of the balance sale consideration, if any, due under the Agreement. The Respondent must first make the plot capable of registration. The Complainant must then pay the balance, and the sale deed shall be registered.

E. Directions of the Authority

20. In view of the detailed observations made hereinabove and upon careful consideration of the pleadings, documents placed on record, the submissions made by both parties, and applicable provisions of the RE(R&D) Act, 2016, this Authority is of the considered opinion that the Complainant is entitled to the following reliefs:

i. The Respondent shall, initiate steps to clear the mortgage or any other encumbrance duly by obtaining the final layout approval from competent authority, on Plot No. 97 admeasuring 212 sq. yards in "SV Golden City - V" (RERA Regn. No. P02400003957), situated at Ramanuthala Village, Amangal (M), Ranga Reddy District as the registration is lapsed.

ii. Within 15 days from the obtaining clearance of mortgage or any other encumbrances, the Respondent shall execute and register the Sale Deed of the said plot in favour of the Complainant, free from all encumbrances, and hand over possession of the plot.

iii. The Complainant shall pay the balance sale consideration, if any, due under the Agreement of Sale dated 03.11.2021 to the Respondent within 15 days from the date the Respondent intimates in writing that the encumbrance has been cleared, or at the time of registration, and in any event before registration.

21. It is further made clear that failure to comply with the directions contained in this Order shall attract the consequences stipulated under Section 63 of the RE(R&D) Act, 2016.

22. The complaint is disposed of with these directions. There shall be 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

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY