

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Date: 25<sup>th</sup> February, 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. 800/2025/TGRERA**

**Sri Mala Paropkari**

(R/o. Flat No. 302, Krishna Doyen Apartments,  
Road No.3, Shanthinagar,  
Hyderabad, PIN - 500028.)

*...Complainant*

*Versus*

**1. M/s. Dhriti LiveSpaces Private Limited, Represented by its Managing Director Mr. Battula Shraavan Kumar**

(Office at: KPHB Colony, Hyderabad, Telangana-500072)

**2. Battula Shraavan Kumar**

(R/o. EWS 738, Road No.3, KPHB Colony, Hyderabad 500072)

**3. Gajula Sravanth**

(R/o. Flat No. 105, Sai Kalyan Residency, Srinivasa Nagar, Bank Colony, Road No. 6N, Vijayawada (Urban), Krishna District, Andhra Pradesh, PIN-520008)

**4. Prasad Idea Labs Private Limited, Represented by its Managing Director Mr. Devapatla Venkata Nagesh**

(Office at: Flat No. 302, Ashoka Plaza, Masab Tank, Hyderabad-500028)

**5. Devapatia Venkata Nagesh**

(R/o. C2 Rolling Hills, Kondapur, Hyderabad-500032)

**6. Skandaya Infrastructures Private Limited, Represented by its Managing Director Mr. I. Abhinash Reddy**

(Office at: 12-6-2/117, Vivek Nagar Kukatpally, Hyderabad, Telangana – 500072)

**7. I. Abhinash Reddy S/o. I.S.N. Vinoda Reddy,**

(R/o. H.No. 12-4-184/1, Pragathi Nagar, Road No.1, Moosapet, Hyderabad – 500018)

*...Respondents*

## ***INTERIM ORDER***

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 “Rules”).

### ***A. Brief facts of the case as per Form M submitted by the Complainant.***

2. It was submitted that in the year 2021, the Complainant was approached by Respondent No.1, represented through its Director (Respondent No.2), who represented that Respondent Nos. 1 and 3 were duly authorized developers of the Schedule ‘A’ Property pursuant to a registered Development Agreement-cum-Irrevocable General Power of Attorney (DAGPA) dated 08.03.2021 (Document No. 2158/2021) executed by the Landowner (Respondent No.4, represented by Respondent No.5). It was further represented that the adjoining Schedule ‘B’ Property was under development pursuant to a separate registered AGPA dated 08.03.2021 (Document No. 2157/2021). Based on these representations and the project brochure, the Complainant was led to believe that Respondent Nos. 1 and 3 were jointly undertaking an integrated premium villa project under the name “DHRITI NIRVANA.”

3. It was stated that Respondent No.1 represented that Villa on Plot No. 63 had fallen to its share under an unregistered Development Agreement. Relying on assurances regarding statutory approvals and licenses, the Complainant entered into an Agreement to Sell dated 09.07.2021 with Respondent No.1 for purchase of the fully constructed Villa on Plot No. 63 (Schedule ‘C’ Property) for a total consideration of ₹50,00,000/-. Though Respondent No.1 assured that Respondent No.3 had consented, the Agreement to Sell was not registered, on the representation that the sale deed would be executed directly upon completion of construction.

4. Under the Agreement to Sell dated 09.07.2021, Respondent No.1 undertook to complete construction and hand over ready-to-move-in possession on or before 23.12.2021, failing which delay compensation at 3% per month on the total sale consideration would be payable from 24.12.2021. Acting on assurances of progress, the Complainant paid ₹40,00,000/- between July and November 2021.

5. It was contended that upon inspection near the delivery deadline, only about 60% of the construction was complete despite 80% of the consideration having been paid. Respondent No.1 cited financial constraints and the COVID-19 pandemic and sought six months’

extension. In May 2022, finding no meaningful progress, the Complainant again approached Respondent No.1, who sought a further 12 months and an additional payment of ₹5,00,000/-, assuring priority completion. Relying thereon, the Complainant paid ₹5,00,000/- on 24.05.2022, aggregating total payments to ₹45,00,000/-.

6. It was alleged that even after the extended period, the villa remained incomplete and possession was not offered. Thereafter, Respondent No.1 allegedly evaded all communications for several years, and no further construction activity was undertaken.

7. The Complainant submitted that they subsequently discovered that Respondent No.6 was advertising “Courtyard Farm Houses” and plots at Zaheerabad under the project name “SKANDAYA NILAYA,” with villas and layouts identical to those earlier offered by Respondent No.1. Upon reviewing Respondent No.6’s website and brochures, it became evident that substantially similar units were being marketed on the same land.

8. On obtaining Encumbrance Certificates, the Complainant discovered that Respondent No.4 had executed two fresh Development Agreements dated 18.05.2024 (Document Nos. 3386/2024 and 3387/2024) in favour of Respondent No.6 concerning the same lands covered under the earlier agreements with Respondent Nos. 1 and 3. Further, an Irrevocable General Power of Attorney dated 31.08.2024 (Document No. 6086/2024) was executed by Respondent No.4 in favour of Respondent No.6 specifically in respect of Plot No. 63 (Schedule ‘D’ Property).

9. The Complainant alleged fraud and collusion, contending that the AGPA dated 31.08.2024 mischaracterized the transaction as transfer of a bare plot, despite the Respondents being fully aware that a villa structure approximately 70% complete already existed on Plot No. 63, thereby demonstrating fraudulent intent.

10. It was further submitted that despite the original DAGPA and AGPA dated 08.03.2021 being irrevocable, Respondent Nos. 1, 3 and 4 unilaterally cancelled the same through Cancellation Deeds in November and December 2022 (including Document No. 10314/2022), without notice to or consent of the Complainant, who had already acquired contractual rights, allegedly to facilitate resale of the project to third parties.

11. The Complainant further alleged that AGPAs were selectively executed in favour of Respondent No.6 for Plot Nos. 63 and 64, indicating prior knowledge of earlier agreements, and that Clause 3.3 of the new Development Agreements expressly acknowledged such

previous arrangements. It was stated that Villa No. 64 had already been sold to third parties and that Villa No. 63 was at imminent risk of alienation.

***B. Interim Relief(s) Sought***

12. Pending final disposal of the Complaint, Complainant sought the issue of following Interim Relief:

- i. Restrain Respondent Nos. 4 and 6 from alienating, encumbering, or creating any third-party rights in respect of the Schedule 'D' Property, or any portion thereof, until disposal of the present Complaint.*

13. This Authority, having perused the material placed on record and having considered the averments made in the Complaint, is of the prima facie view that the Complainant has established a substantial interest in respect of Plot No. 63 (Schedule 'D' Property as described in the Form M Complaint), forming part of the villa development originally marketed under the project name "DHRITI NIRVANA," situated at Hothi-B Village, Zaheerabad Mandal, Sangareddy District, Telangana State. The record reflects that the Complainant entered into an Agreement to Sell dated 09.07.2021 with Respondent No.1 in respect of the fully constructed Villa proposed on Plot No. 63 for a total consideration of ₹50,00,000/-.

14. It is further observed that pursuant to the said Agreement to Sell dated 09.07.2021, the Complainant has paid a substantial portion of the total sale consideration. The material placed on record indicates that the Complainant paid an aggregate sum of ₹40,00,000/- between July 2021 and November 2021, and thereafter paid an additional sum of ₹5,00,000/- on 24.05.2022, upon assurances of priority completion and extension of time. Thus, a total amount of ₹45,00,000/- out of the agreed sale consideration of ₹50,00,000/- stands paid by the Complainant. The Complainant has also raised serious allegations regarding unilateral cancellation of the earlier Development Agreement-cum-Irrevocable General Power of Attorney dated 08.03.2021 and subsequent execution of fresh Development Agreements dated 18.05.2024 and an Irrevocable General Power of Attorney dated 31.08.2024 in favour of Respondent No.6 in respect of the very same property. The material on record further discloses a reasonable apprehension of imminent alienation of the subject property.

15. In order to protect and preserve the rights and interests claimed by the Complainant in respect of the subject property and to ensure that the subject matter of the present proceedings

is not altered or rendered infructuous pending adjudication, this Authority deems it appropriate to grant the following interim order:

- i. Pending final disposal of the present Complaint, Respondent No.4 and Respondent No.6, their agents, representatives, assignees, or any person claiming through or under them, are hereby restrained from creating any third-party rights, title, interest, charge, lien, mortgage, lease, or any form of encumbrance whatsoever in respect of Plot No. 63 (Schedule D property as per the Form M Complaint), forming part of the villa development project “DHRITI NIRVANA” situated at Hothi-B Village, Zaheerabad Mandal, Sangareddy District, Telangana State.*

16. The said property (Schedule ‘D’ Property) is more fully described as follows:

#### **SCHEDULE ‘D’ PROPERTY**

All that the “Schedule Property”, admeasuring 763.53 Sq. Yards or Ac. 0-6.30 Guntas or 638.42 Sq. Metres, being part of a total extent of Ac. 26-36 Guntas (equivalent to 1,30,196 Sq. Yards) of land forming part of the layout carved out in Survey Nos. 231/30, 231/24/E3, 231/24/32, 231/24, 231/25/1, 231/25/-, 231/25/2, 231/26 (Parts) of Hothi-B Village, Zaheerabad Mandal, Sangareddy District, Telangana State, and bounded by:

North: Plot No. 105

South: Plot No. 62

East: 33 Feet Wide Road

West: Plot No. 94

17. This interim order shall remain in force until further orders. The matter is posted for further hearing on 17.03.2026.

**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**