

**BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY**  
**[Under the Real Estate (Regulation and Development) Act, 2016]**

**COMPLAINT NO.650 OF 2022**

**19<sup>th</sup> Day of October, 2023**

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

Smt. Posiratnam Rachuri ...Complainant

Versus

M/s Sai Surya Developers ...Respondent

The present matter filed by the Complainant herein came up for hearing on 16.08.2023, 21.09.2023, 04.10.2023 & 12.10.2023 before this Authority in the presence of Smt. Posiratnam Rachuri, the Complainant, and Sri Satish Chandra Gupta, Sri Jwala Prasad and Ms. Priyadarshini, Advocate for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following

**ORDER:**

2. The present 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") requesting to take appropriate action against the Respondent Builder.

**A. Brief facts of the case:**

2. The Complainant purchased a plot bearing No.14 in the Project "Nature County" being developed by the Respondent admeasuring 202 Sq Yds in Sy No.32/P, situated at Mansanpally Village, Kondapur Mandal, Sangareddy District and

executed Agreement of Sale on 13.09.2021. Further, the Complainant submitted that, as per the Agreement of Sale, total sale consideration of Rs.25,85,600/- (Rupees Twenty Five Lakhs Eighty Five Thousand and Six Hundred Only) was paid to the Respondent but the said Plot No.14 has not been registered in favour of the Complainant. In lieu of the same, the Complainant is before this Authority seeking appropriate action against the Respondent Builder.

3. The Complainant filed her Agreement of Sale dated 13.09.2021 wherein receipt of Rs.13,00,000/- (Rupees Thirteen Lakhs Only) through cash and bank transfer have been acknowledged by the Respondent out of the total sale consideration. Remaining amount of Rs. 12,85,600/- (Rupees Twelve Lakhs Eighty-Five Thousand and Six Hundred Only) was to be paid within 10 days from the date of the Agreement of Sale and then go for registration.

4. The Complainant also filed hand-written receipts of the Complainant paying Rs.6,00,000/- (Rupees Six Lakhs Only) on 25.09.2021 which has been acknowledged by the Respondent by way of a stamp of the Respondent Builder Company and the signature of an unknown representative. The Complainant also filed a Bank Transaction statement wherein, on 18.11.2021 she transferred an amount of Rs.5,07,008/- (Rupees Five Lakhs Seven Thousand and Eight Only) to Sai Surya Developers through RTGS. Further, the Complainant also filed another Receipt dated 19.11.2021 wherein she paid, unknown as to whether paid by cash or any other mode, Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only). The said receipt only has a sign of the representative without the stamp of the Respondent Builder Company.

**B. Reply on behalf of the Respondent:**

5. Accordingly, vide Notice dated 06.12.2022, served upon the Respondent, this Authority directed the Respondent to submit a reply in terms of Rule 34 (1) & (2) of the Rules, 2017 along with such other information with regard to the Project. However, no response was received. Therefore, another reminder Notice dated 27.01.2023 was issued to the Respondent directing him to submit a response to the present Complaint.

6. Consequently, vide Reply dated 09.02.2023, the Respondent submitted that the contents of the Complaint are false, concocted and created by the Complainant for the purpose of filing the present Complaint. He submitted that if the Complainant wanted to register the Plot No.14 in her name, then she had to directly approach the Managing Director of the Respondent Builder Company i.e., Sri K. Satish Chandra Gupta. Further, the Respondent states that the Complainant submitted in her complaint that the Agreement of Sale was executed on 25.11.2020 but she also admitted in the Complaint that lastly, she paid some of the consideration of the Agreement of Sale on 13.09.2021. In this regard, he submits that the Agreement of Sale is just 30-45 days within which period the Complainant had to pay the entire sale consideration and only then could the Respondent register the plot in her favour.

7. The Respondent also submits that the Complainant went to the office of the Respondent and terrorised the Managing Director of the Respondent Builder Company and therefore she is before this Authority with unclean hands to gain wrongfully without following due process of law. He adds that the Complainant discloses that there is a sale agreement between her and M/s Sai Surya Developers, but she stated that she transferred money to the company account as mentioned in the complaint and that same is subject to strict proof.

8. He submitted that the Complainant did not mention the value of the sale agreement in its Complaint and did not send the copy of the Agreement of Sale along with the complaint and the show cause notice. If she paid total sale consideration, she has to approach proper civil court and follow due process of law and not approach this Authority with unclean hands, and thereby prayed to dismiss the Complaint as it lacked merits.

9. This Authority, after perusing the matter and documents on record, on 19.07.2023, also served Show Cause Notice as to why penalty should not to be imposed upon the Respondent for violation of Section 3 & 4 of the Act, 2016. However, there was no response to the said Notice dated 19.07.2023.

**Rejoinder by the Complainant:**

10. Vide Rejoinder dated 10.04.2023, the Complainant denied all the contentions raised by the Respondent in its Reply dated 09.02.2023. She submitted that she entered into an Agreement of Sale dated 13.09.2021 with the Respondent for registration of Plot No.14 situated at Mansanpally Village, Kondapur Mandal, Sangareddy District, Telangana State. She reiterated that she entered into an Agreement of Sale dated 13.09.2021 for which she initially paid Rs.13,00,000/- (Rupees Thirteen Lakhs) and balance consideration amount was paid on 25.09.2021 – Rs.6,00,000/- in cash, on 18.11.2021 – Rs.5,07,008/- via online banking, on 19.11.2021 – Rs.2,50,000/- in cash (including stamp duty and documentation charges) which completes the entire sale consideration and the stamp duty charges. She submitted that the same have been acknowledged by the Respondent Builder.

11. She submitted that after payment of the entire sale consideration, she followed up with Sri Satish Chandra Gupta to register the allotted plot in my name. But on one pretext or the other, they are dodging the registration and trying to avoid the Complainant's calls and messages. She also submitted screen shots of her WhatsApp Chat with Sri Satish Chandra Gupta and one Ms. Sahiti showing her repeated requests to register her plot, but no response from them was received in this regard.

12. She submitted that she invested all of her hard-earned money towards purchasing of the plot and finally after receipt of entire sale consideration they are evading plot registrations in all possible ways. She further submitted that negligent of casual approach of the Respondent Builder is nothing but to drag the issue further in the name of civil court with mala fide intentions to enjoy the entire sale consideration paid towards the subject plot without registering the same.

**C. Hearing Conducted:**

13. Therefore, a Summons dated 15.09.2023 was served to the parties to appear before the Hon'ble Authority for hearing in the matter on 21.09.2023. Accordingly, the Complainant appeared on 21.09.2023, however there was no representation on behalf of the Respondent on the said day. Complainant accordingly sought for interim orders to restrain the Respondent from selling any plots in the said Project to third parties and also sought for penalty to be imposed for apparent violation of Section 3 & 4 of the Act.

14. In pursuance of the same, this Authority after duly verifying the project status, vide its powers under Section 59 of the Act and Penalty Order dated 22.09.2023, imposed a penalty of Rs.3,75,000/- (Rupees Three Lakhs Seventy-Five Thousand Only) for violating Section 3 and 4 of the Act as the project has not been registered

with the Authority till date. Further, vide Order dated 21.09.2023, this Authority also issued interim orders restraining the Respondent Builder to alienate any further plots until further orders.

15. The matter was again heard on 04.10.2023 and 12.10.2023 wherein the Complainant and the Respondent Builder, Sri Satish Chandra Gupta appeared with his Advocates, Mr. Jwala Prasad and Ms. Priyadarshini.

16. The matter was again called on 12.10.2023 wherein, the Respondent Builder submitted that he is in receipt of the entire sale consideration paid by the Complainant herein and shall register the plot in favour of the Complainant in a period of one month i.e., on 18.11.2023.

**E. Directions of the Authority:**

20. For contravening Section 3 of the Act, Order under Section 59 has been issued and vide its powers under Section 36 of the Act, interim directions have also been issued. Vide this Final Order, this Authority directs the Respondent Builder to:

- (a) register Plot No.14 in the Project titled “Nature County” in favour of the Complainant, as per his undertaking before this Authority on or before 18.11.2023; and
- (b) register the said Project titled “Nature County” with this Authority within 30 days from the date of receipt of this Order; and
- (c) The Respondent Builder shall be permitted to enter into sale transactions in the Project “nature County” after the registration of the said Project is complete with this Authority.

21. The matter is disposed of on the above terms and parties are hereby informed that non-compliance with the Orders of the Authority shall attract Section 63 of the Act.

22. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) within 60 days from the date of receipt of this Order



**Sd/-**

**Sri K. Srinivasa Rao, Hon'ble Member  
TS RERA**

**Sd/-**

**Sri Laxmi Narayana Jannu, Hon'ble Member  
TS RERA**

**Sd/-**

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