

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

COMPLAINT NO. 273/2025/TGRERA

Dated: 3rd August 2026

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

J. Ravi Kishore

*(My Home Jewel, AGATE III,
Madinaguda, Hyderabad-500049)*

...Complainant

Versus

- 1. Rakshit Agrawal, Designated Partner in M/s SKA Realtors LLP @ CSK Developers**
*(R/o- US Residency Palace Colony,
Basheerbagh, Hyderabad-500063,
Telangana State.)*
- 2. Madhirla Rosi Reddy (Partner, M/s Fortune 99 Homes, MD, M/s Lavoura Developers Pvt. Ltd. & Hyderabad Reality Capitals)**
*(Office at Hyderabad Realty Capitals, Plot # 127, 4th floor,
Trendz Orbit Gachibowli, Hyderabad 500522)*
- 3. Smt. Paladugu Durga Devi (Founder and Chairman of Talking Bricks Group of companies)**
*(MIG, 550, Ground Floor, Road No.1,
KPHB-500072, Hyderabad)*

...Respondents

The present matter filed by the Complainant mentioned hereinabove came up for hearing before this Authority in the presence of the Complainant, the learned counsel for Respondent No. 1, Adv. Jella Vishnupriya, and the learned counsel for Respondent No. 3, Adv. A. Venkata Ramana and Adv. P. Vijaya Saradhi, while no one appeared on behalf of Respondent No. 2. Upon hearing the submissions of the Complainant and the learned counsel appearing Respondent 1 and 3, 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. It was submitted that the Complainant intended to purchase Plot No. 135 admeasuring 1000 Square Yards situated in Sy. Nos. 50/97, 50/98, 50/99, 50/100, 50/101, 50/102 and 477 at Mucherla Village, Kandukur Mandal, Ranga Reddy District, Telangana, in a project known as “Amber Homes”, an associate venture of M/s. Lavoura Developers Private Limited. According to the Complainant, the transaction was facilitated by Smt. Paladugu Durga Devi, Founder and Chairman of Talking Bricks Group of Companies, acting as a real estate agent. The Complainant submitted that the agreed sale consideration was ₹11,500/- per square yard, aggregating to ₹1,15,00,000/- for the entire extent of 1000 square yards.

4. It was submitted that the landowner of the project is Mr. Rakshit Agarwal, Designated Partner of M/s. SKA Realtors LLP, and the developer is Sri M. Rosi Reddy, Director of M/s. Lavoura Developers Private Limited. The Complainant submitted that he initially paid an amount of ₹10,00,000/- during October 2021 through cheque payments and online transfers towards the purchase of the subject plot. Thereafter, upon being informed that HMDA Layout Permission No. 311/Plg/SHZ/HMDA/2023 dated 04.08.2023 had been obtained, he made further payments to the landowner, developer and real estate agent during the year 2024.

5. According to the Complainant, a total amount of ₹1,17,61,000/- was paid towards the transaction, comprising ₹30,01,000/- to the landowner, ₹1,00,000/- to the developer, and ₹86,60,000/- to the real estate agent. It was submitted that the said amount included the sale consideration of ₹1,15,00,000/- together with registration expenses of ₹2,61,000/-.

6. It was further submitted that on 23.02.2024, sale deeds were executed and registered in favour of the Complainant in respect of 500 square yards out of the total extent of 1000 square yards, comprising Plot No. 135/SW/South Part admeasuring 250 square yards and Plot No. 135/SW/North Part admeasuring 250 square yards, vide Sale Deed Nos. 3016/2024 and 3017/2024 respectively. According to the Complainant, the registration of the remaining 500 square yards was proposed to be completed subsequently and he was directed to attend the office of the Sub-Registrar, Maheshwaram on 13.03.2024. However, the registration could not take place due to the absence of the authorised representative of the landowner.

7. It was submitted that thereafter the Complainant repeatedly followed up with the developer and the real estate agent regarding registration of the remaining 500 square yards.

According to the Complainant, during a meeting held on 22.05.2024, the developer and real estate agent acknowledged receipt of the entire sale consideration of ₹57,50,000/- towards the balance 500 square yards and assured him that registration would be completed after the Parliamentary election process and thereafter by 30.06.2024. However, despite repeated assurances, the registration was continuously postponed.

8. The Complainant further submitted that after repeated demands, the developer furnished an Agreement of Sale dated 23.10.2024 in respect of the remaining 500 square yards. It was contended that the Agreement of Sale incorrectly recorded that only ₹15,00,000/- had been paid towards the registered value and that a further amount of ₹5,00,000/- remained payable at the time of registration. According to the Complainant, he had already paid the entire sale consideration of ₹57,50,000/- for the remaining 500 square yards prior to 13.03.2024, comprising ₹15,00,000/- towards the registered value and ₹42,50,000/- towards the market value component.

9. It was further submitted that the payments towards the market value component of ₹42,50,000/- were made through online transfers to Talking Bricks Group of Companies represented by Smt. Durga Devi, on the advice of the landowner, developer and real estate agent. According to the Complainant, despite payment of the entire consideration and registration charges, the Respondents failed to execute and register the remaining 500 square yards in Plot No. 135.

10. The Complainant alleged that disputes had arisen between the landowner, developer and real estate agent regarding sharing of the market value component received from him and that such internal disputes were being used as a reason for withholding registration of the remaining extent. It was submitted that more than one year had elapsed since payment of the entire consideration for the balance 500 square yards, yet the registration remained pending, causing financial loss and hardship to the Complainant.

B. Relief(s) Sought

11. Accordingly, the Complainant sought the following relief(s):

- i. *Direct the Respondents to execute and register the remaining 500 Square Yards in Plot No. 135 situated in Sy. Nos. 50/97, 50/98, 50/99, 50/100, 50/101, 50/102 and 477 at*

Mucherla Village, Kandukur Mandal, Ranga Reddy District, Telangana, for which the Complainant claims to have already paid the entire sale consideration of ₹57,50,000/- together with registration charges of ₹1,30,000/-, aggregating to ₹58,80,000/-.

- ii. *The Complainant accordingly sought appropriate directions against the Respondents and pass such other orders as this Authority may deem fit and proper in the interests of justice.*

C. Counter filed by Respondent No. 1

12. The Respondent No. 1 submitted that the project titled “*Amber Homes*” was conceived, initiated, developed and promoted much prior to the enforcement of the Real Estate (Regulation and Development) Act, 2016, which came into force on 01.05.2017. It was submitted that all activities relating to layout formation, development permissions and preliminary marketing had been undertaken prior to commencement of the RERA regime and therefore the project was not registered under the provisions of the Act.

13. The Respondent No. 1 submitted that it had acquired only the unsold plots situated in Sy. Nos. 50/97, 50/98, 50/99, 50/100, 50/101, 50/102 and 477 of Mucherla Village, Kandukur Mandal, Ranga Reddy District, from the original layout owners. It was submitted that the said layout had originally been approved by the Gram Panchayat vide approval dated 03.06.2007.

14. It was further submitted that several plots in the layout had already been sold prior to acquisition of the remaining unsold plots by the Respondent. According to the Respondent, it had no role, involvement or responsibility in respect of transactions undertaken prior to such acquisition and had at all times acted in good faith and in compliance with the applicable legal provisions.

15. The Respondent No. 1 submitted that it had obtained Layout Regularisation Scheme (LRS) approval in respect of the plots acquired by it pursuant to Proceedings No. 311/Plg/SHZ/HMDA/2023 dated 04.08.2023 after following the prescribed procedure and payment of the requisite fees. It was submitted that the Respondent was presently only reselling those plots which had been acquired from the original layout owners after obtaining the necessary LRS approval.

16. The Respondent No. 1 further submitted that one Sri M. Rosi Reddy had, without any authorization, permission or connection with the Respondent, misused the name of the

company and entered into unauthorized transactions with certain purchasers by collecting monies and subsequently absconding. It was contended that Sri M. Rosi Reddy was neither a partner, employee, agent nor representative of the Respondent and that the Respondent had no knowledge of, or involvement in, the alleged transactions carried out by him.

17. It was further submitted that under Section 2(zk) of the RE (R&D) Act, 2016, only a person acting as a promoter or through an authorized agent could be held responsible for activities relating to a project. According to the Respondent, any unauthorized acts committed independently by Sri M. Rosi Reddy could not be attributed to Respondent No. 1 and therefore no liability could be fastened upon it for such acts.

18. The Respondent No. 1 submitted that Sri M. Rosi Reddy had represented to prospective purchasers that he was acting on behalf of the Respondent and had facilitated transactions without authority. It was submitted that upon purchasers becoming aware that the Respondent was the lawful owner of the subject property, certain amounts were directly paid to the Respondent.

19. The Respondent further submitted that it had at all times acted in good faith and maintained genuine relations with its customers and was ready and willing to register the subject plot in favour of the Complainant.

20. It was submitted that while the Complainant had paid certain amounts directly to the Respondent, the balance amount was allegedly collected by Sri M. Rosi Reddy without the knowledge or consent of the Respondent. According to the Respondent, it had no contractual relationship or arrangement with Sri M. Rosi Reddy in relation to such collections and therefore disclaimed any liability arising therefrom.

21. The Respondent No. 1 emphatically denied the existence of any agency, partnership or legal relationship with Sri M. Rosi Reddy in respect of the subject project. It was submitted that any representations made by him were unauthorized and fraudulent in nature and that any claim arising from such conduct ought to be pursued against him independently.

22. The Respondent further submitted that relevant documents including Layout Regularisation Scheme proceedings, HMDA proceedings and approved layout approvals had already been furnished before this Authority. It was also submitted that SKA Realtors Ltd. had

subsequently been converted into SKA Realtors LLP in accordance with law and that the relevant conversion documents had been placed on record.

23. In view of the above submissions, the Respondent No. 1 prayed that the allegations made against it be rejected, that it be held not liable for any transactions or amounts allegedly collected by Sri M. Rosi Reddy, and that such other orders be passed as this Authority may deem fit and proper in the facts and circumstances of the case.

D. Reply to Show Cause notice by Respondent no. 3

24. The Respondent No. 3 submitted that a Show Cause Notice had been issued alleging that the project namely “*Amber Homes*” situated at Mucherla Village, Kandukur Mandal, Ranga Reddy District, was being marketed and sold without registration under the provisions of the Real Estate (Regulation and Development) Act, 2016 and calling upon her to explain as to why action should not be initiated against her for the alleged contravention of Section 10 of the RE (R&D) Act, 2016.

25. It was submitted that the project “*Amber Homes*” was only an HMDA approved layout and that registration of the project under the provisions of the RE (R&D) Act, 2016 could not be proceeded with on account of disputes that had arisen between the landowner and the developer. According to Respondent No. 3, the existence of such disputes was within the knowledge of the Complainant.

26. The Respondent No. 3 further submitted that she was a duly registered Real Estate Agent carrying on business under the name and style of “*Talking Bricks Infra Private Limited*”. It was submitted that the said entity was granted registration as a Real Estate Agent by this Authority vide Registration No. A02400001147, which remained valid for a period of five years commencing from 24.08.2020 and ending on 23.08.2025.

27. It was further submitted that necessary steps were being taken for renewal of the said registration. The Respondent No. 3 denied the allegations made against her and sought to contend that no action was warranted under the provisions of the RE (R&D) Act, 2016.

28. In view of the above submissions, Respondent No. 3 prayed that the proceedings initiated pursuant to the Show Cause Notice be dropped and that such other orders be passed as this Authority may deem fit and proper in the facts and circumstances of the case.

E. Points for Consideration

29. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following points arise for determination in the present complaint:

- I. Whether Respondent No. 1, M/s. SKA Realtors LLP represented by its Designated Partner Sri Rakshit Agrawal, has violated Section 3 of the Real Estate (Regulation and Development) Act, 2016 by selling and executing sale transactions in respect of plots in the project "Amber Homes" situated at Mucherla Village, Kandukur Mandal, Ranga Reddy District, without obtaining mandatory prior registration of the said project with this Authority?
- II. Whether Respondent Nos. 2 and 3, acted in contravention to provisions of the RE(R&D) Act, 2016
- III. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

F. Observations of the Authority

Point I

30. This Authority has already had occasion to examine the issue as to whether the project namely "Amber Homes", situated at Mucherla Village, Kandukur Mandal, Ranga Reddy District, promoted by Respondent No. 1, M/s. SKA Realtors LLP represented by its Designated Partner Sri Rakshit Agrawal, was liable to be registered under Section 3 of the Real Estate (Regulation and Development) Act, 2016, in Complaint No. 283 of 2025. Upon an elaborate consideration of the statutory provisions, the documentary record and the submissions advanced by the parties therein, this Authority held that the said project constituted a "real estate project" within the meaning of Section 2(zn) of the Act and that Respondent No. 1 had violated the provisions of Section 3(1) of the Act by advertising, marketing and selling plots in the said project without obtaining prior registration with this Authority, thereby attracting the penal consequences contemplated under Section 59 of the Act.

31. The documentary evidence placed on record in the present complaint further reinforces the findings already recorded by this Authority in Complaint No. 283 of 2025. The registered Sale Deeds bearing Document Nos. 3016/2024 and 3017/2024, both dated 23.02.2024, executed by Respondent No. 1, M/s. SKA Realtors LLP represented by its Designated Partner Sri Rakshit Agrawal, expressly recite that the landowners had obtained approval from the Hyderabad Metropolitan Development Authority (HMDA) vide File/Letter No. 311/Plg/SHZ/HMDA/2023 dated 09.06.2023, pursuant to which Layout Permit No. 311/Plg/SHZ/HMDA/2023 dated 04.08.2023 was granted for development of plots of various sizes over the schedule property. The said documents further disclose that the project was developed under the name and style of “AMBER HOMES”, pursuant to the Development Agreement-cum-General Power of Attorney bearing Document No. 11686/2022 dated 26.04.2022 and the registered Supplementary Deed bearing Document No. 19473/2023 dated 25.08.2023, under which the subject plots fell to the share of Respondent No. 1 for the purpose of development and sale.

32. In view of the above, this Authority finds that the very documents relied upon by the Respondents establish that the project “AMBER HOMES” was being developed and marketed pursuant to the HMDA Layout Permit, through execution of registered Sale Deeds and Agreements of Sale in favour of prospective purchasers. The documentary material placed on record in the present complaint is substantially identical to, and in fact further corroborates, the material considered by this Authority while deciding Complaint No. 283 of 2025. This Authority, therefore, finds no reason to take a view different from that already taken in the said complaint and accordingly holds that Respondent No. 1, M/s. SKA Realtors LLP represented by its Designated Partner Sri Rakshit Agrawal, has violated the provisions of Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 by marketing, selling and executing sale transactions in respect of plots in the project “AMBER HOMES” without obtaining prior registration of the said project with this Authority, thereby rendering itself liable for action under Section 59 of the Act.

Accordingly, Point I is answered in the affirmative.

Point II

33. This Authority now proceeds to examine the role of Respondent No. 2, Sri Madhirala Rosi Reddy, acting through M/s. Lavoura Developers Private Limited, and Respondent No. 3, Smt. Paladugu Durga Devi, acting through M/s. Talking Bricks Infra Private

Limited, in relation to the sale of Plot No. 135 situated in the project “AMBER HOMES”, and whether their respective acts and conduct constitute contravention of the provisions of the RE (R&D) Act, 2016.

34. The material placed on record reveals that Respondent No. 2, Sri Madhirala Rosi Reddy, was, at the relevant point of time, a registered real estate agent with this Authority in two capacities. Firstly, M/s. Fortune 99 Homes, represented by its Partner Sri Madhirala Rosi Reddy, was registered as a real estate agent with this Authority bearing Registration No. A02500001226, valid from 12.11.2020 to 11.11.2025. Secondly, M/s. Lavoura Developers Private Limited, represented by its Director Sri Madhirala Rosi Reddy, was also registered as a real estate agent with this Authority bearing Registration No. A02500003146, valid from 18.11.2023 to 17.11.2028. Respondent No. 2 was, therefore, at all relevant times, a registered real estate agent under the Real Estate (Regulation and Development) Act, 2016, acting through different entities under his management and control. However, in the present complaint, the documentary record further reveals that Respondent No. 2 executed the Agreement of Sale dated 23.10.2024 through M/s. Lavoura Developers Private Limited in favour of the Complainant in respect of the remaining 500 Square Yards of Plot No. 135, representing himself therein as Vendor/Developer.

35. The transaction record reveals that Respondent No. 2, acting through M/s. Lavoura Developers Private Limited, entered into an Agreement of Sale dated 23.10.2024 with the Complainant in respect of the remaining 500 Square Yards of Plot No. 135, situated in Survey Nos. 50/97, 50/98, 50/99, 50/100, 50/101, 50/102 and 477, Mucherla Village, Kandukur Mandal, Ranga Reddy District, forming part of the project “AMBER HOMES.” Under the said Agreement, Respondent No. 2 represented M/s. Lavoura Developers Private Limited as the Vendor/Developer, recorded that a sum of ₹15,00,000/- had been paid to the landowner, M/s. SKA Realtors LLP, stipulated that the balance sale consideration of ₹5,00,000/- would be paid at the time of registration, and agreed to execute the registration of the said extent on or before 31.03.2025.

36. A careful examination of the Agreement of Sale placed on record reveals that Respondent No. 2 executed the said Agreement in the capacity of the Vendor/Developer in respect of Plot No. 135, despite no material being placed before this Authority to establish that Respondent No. 1, M/s. SKA Realtors LLP, had authorized Respondent No. 2, by way of a registered General Power of Attorney or any other legally recognizable instrument, to execute

Agreements of Sale or otherwise deal with the subject plot on its behalf. The registered Sale Deeds in respect of Plot No. 135 were admittedly executed by Respondent No. 1, whereas the Agreement of Sale was independently executed by Respondent No. 2 through M/s. Lavoura Developers Private Limited. Consequently, Respondent No. 2 actively facilitated and participated in the sale transaction relating to a project which admittedly remained unregistered under the provisions of the RE (R&D) Act, 2016.

37. This Authority has had occasion to examine an identical pattern of conduct on the part of Respondent No. 2 in Complaint No. 283 of 2025, wherein it was found that Respondent No. 2, despite holding registration as a real estate agent with this Authority in two capacities, executed Sale Agreements representing himself as the Vendor/Developer of plots forming part of the very same “Amber Homes” project, without disclosing his true statutory status as a registered real estate agent. This Authority held in the said complaint that such conduct executing agreements as a purported promoter or developer while concealing the registered agent's status falls squarely within the mischief of Section 10(a) of the Act, and additionally constitutes misrepresentation and unfair conduct contrary to the consumer-protective object of the Act, for which Respondent No. 2 was declared a defaulter independent of the penalty imposed under Section 62. The facts of the present complaint are materially indistinguishable. Respondent No. 2 has, in the present transaction as well, executed the Agreement of Sale dated 23.10.2024 in the capacity of Vendor/Developer through M/s. Lavoura Developers Private Limited, without placing any material before this Authority to show that Respondent No. 1 had conferred any such authority upon him, and without disclosing to the Complainant his registered status as a real estate agent bearing Registration Nos. A02500001226 and A02500003146. This Authority finds no reason to depart from the view already taken in Complaint No. 283 of 2025 and holds that the conduct of Respondent No. 2 in the present matter equally constitutes misrepresentation and unfair conduct contrary to the object of the Act, over and above the violation of Section 10(a) dealt with hereunder.

38. This Authority now proceeds to examine the statutory obligations cast upon Respondent Nos. 2 and 3 as registered real estate agents. Section 10(a) of the RE (R&D) Act, 2016 provides as follows:

“Every real estate agent registered under this Act shall— (a) not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project

or part of it, being sold by the promoter in any planning area, which is not registered with the Authority.”

It is an admitted position that the project “AMBER HOMES” was not registered with this Authority under the provisions of the RE (R&D) Act, 2016. Respondent No. 2, being a registered real estate agent under Registration Nos. A02500001226 and A02500003146, nevertheless executed the Agreement of Sale dated 23.10.2024 in respect of the subject plot and thereby facilitated the sale of a plot in an unregistered real estate project. Such conduct is in direct contravention of the statutory obligation cast upon a registered real estate agent under Section 10(a) of the Act.

39. The material placed on record further reveals that Respondent No. 3, M/s. Talking Bricks Infra Private Limited, represented by Smt. Paladugu Durga Devi, was a registered real estate agent with this Authority bearing Registration No. A02400001147, valid for a period of five years commencing from 24.08.2020 and ending on 23.08.2025. The documentary record further discloses that Respondent No. 3 actively facilitated the transaction between the Complainant and the other Respondents in respect of Plot No. 135 forming part of the project “AMBER HOMES”. The bank statements placed on record indicate that substantial amounts were received through Talking Bricks in connection with the said transaction. Being a registered real estate agent under the Act, Respondent No. 3 was under a statutory obligation not to facilitate the sale or purchase of plots in an unregistered real estate project. However, despite the project not being registered under Section 3 of the Act, Respondent No. 3 continued to facilitate the transaction, thereby acting in contravention of the statutory obligations cast upon a registered real estate agent under Section 10(a) of the RE (R&D) Act, 2016.

40. In view of the foregoing findings, this Authority has no hesitation in holding that Respondent No. 2, being a registered real estate agent under Section 9 of the Real Estate (Regulation and Development) Act, 2016, has committed a clear and established violation of Section 10(a) of the Act by executing the Agreement of Sale dated 23.10.2024 in respect of a plot forming part of an unregistered real estate project and holding himself out as Vendor/Developer without any authority from Respondent No. 1 to do so conduct which, consistent with the findings of this Authority in Complaint No. 283 of 2025, additionally amounts to misrepresentation and unfair conduct contrary to the object of the Act. Likewise, Respondent No. 3, being a registered real estate agent under the Act, has also committed a clear violation of Section 10(a) by facilitating the sale and purchase of plots in the unregistered

project “AMBER HOMES” and receiving consideration in connection with the said transaction. The conduct of Respondent Nos. 2 and 3 is in direct contravention of the statutory obligations cast upon registered real estate agents under the RE (R&D) Act, 2016 and squarely attracts the penal consequences contemplated under Section 62 of the Act, which empowers this Authority to impose penalty upon a registered real estate agent for contravention of the provisions of Section 10. Accordingly, Respondent Nos. 2 and 3 are held liable for imposition of penalty under Section 62 of the Real Estate (Regulation and Development) Act, 2016, and Respondent No. 2 is additionally declared a defaulter for misrepresentation and unfair conduct, consistent with the directions issued in Complaint No. 283 of 2025. This Authority clarifies that the transaction dealt with in the present complaint, concerning Plot No. 135, is distinct and independent from the transaction concerning Plot No. 173 that was the subject matter of Complaint No. 283 of 2025, and the liability of Respondent No. 2 under Section 62 of the Act in the present complaint accordingly attaches separately and independently, being referable to the cost of the plot, the sale of which has been facilitated by him in the present transaction, without prejudice to and independent of any penalty imposed upon him in Complaint No. 283 of 2025.

Accordingly, Point No. II is answered in the affirmative.

Point III

41. The principal relief sought by the Complainant was for completion of the sale transaction by execution and registration of the remaining extent of 500 Square Yards forming part of Plot No. 135, admeasuring in all 1000 Square Yards, situated in the project “AMBER HOMES”. During the pendency of the present proceedings, Respondent No. 1 executed two additional registered Sale Deeds bearing Document Nos. 9406 of 2025 and 9407 of 2025, both dated 28.05.2025, each conveying an extent of 250 Square Yards, thereby completing the registration of the entire 1000 Square Yards in favour of the Complainant their execution is not disputed by Complainant.

42. From the material placed on record, this Authority finds that the entire extent of 1000 Square Yards agreed to be conveyed to the Complainant now stands registered in his favour through four registered Sale Deeds, namely, Document No. 3016 of 2024 dated 23.02.2024 conveying 250 Square Yards (Plot No. 135/SW/South Part) for a sale consideration of ₹7,50,000/-, Document No. 3017 of 2024 dated 23.02.2024 conveying 250 Square Yards (Plot No. 135/SW/North Part) for a sale consideration of ₹7,50,000/-, Document No. 9406 of 2025

dated 28.05.2025 conveying 250 Square Yards (Plot No. 135/SE Part) for a sale consideration of ₹7,50,000/-, and Document No. 9407 of 2025 dated 28.05.2025 conveying 250 Square Yards (Plot No. 135/East Part) for a sale consideration of ₹7,50,000/-. Thus, the entire agreed extent of 1000 Square Yards has been conveyed through registered instruments, and the Complainant has acknowledged, during the course of the proceedings, that the entire extent agreed to be purchased has been duly registered in his favour.

43. This Authority further notes that, as per the Complainant's own submission recorded at Para 5 above, a sum of ₹1,00,000/- was paid directly to Respondent No. 2 in the course of the transaction, over and above the amounts paid towards the registered consideration to Respondent No. 1 and the amounts paid towards the market value component to Respondent No. 3. Other than a bank statement reflecting transfer of the said sum to Respondent No. 2, no material has been placed on record, either by the Complainant or otherwise, explaining the specific purpose or head under which the said amount was paid. Despite the entire extent of 1000 Square Yards now standing registered in favour of the Complainant, the Complainant has been unable to satisfy this Authority as to the basis on which refund of the said sum is now sought. This Authority is unable to arrive at a conclusion as to whether the said amount was paid towards agent/facilitation charges or towards the value of the plots that now stand registered in the Complainant's favour. In the absence of any material clarifying the nature of the said payment, this Authority is not inclined to grant the relief of refund of ₹1,00,000/- against Respondent No. 2 in the present proceedings, without prejudice to the right, if any, of the Complainant to pursue appropriate remedy in that regard before the competent forum.

G. Directions of the Authority

44. In view of the findings recorded hereinabove, particularly the findings and in exercise of the powers conferred upon this Authority under Sections 34, 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, this Authority hereby issues the following directions:

- i. Respondent No. 1, M/s. SKA Realtors LLP represented by its Designated Partner Sri Rakshit Agrawal, is hereby directed to immediately cease and desist from advertising, marketing, booking, selling, offering for sale, or inviting persons to purchase in any manner whatsoever any plot in the project “Amber Homes” situated at Mucherla Village, Kandukur Mandal, Ranga Reddy District, until the said project is duly

registered with the Telangana Real Estate Regulatory Authority in accordance with Sections 3 and 4 of the RE (R&D) Act, 2016..

- ii. The Secretary, Telangana Real Estate Regulatory Authority (TG RERA), is directed to initiate steps for imposition of penalty against Respondent No. 2, Sri M. Rosi Reddy acting through M/s. Lavoura Developers Pvt. Ltd., under Section 62 of the RE (R&D) Act, 2016, for violation of Section 10(a) of the Act in respect of the transaction concerning Plot No. 135 dealt with in the present complaint. The proceedings directed against Respondent No. 2 shall also take into account the misrepresentation and unfair conduct found against him under Point II above, in holding himself out as Vendor/Developer without authority.
- iii. The Secretary, Telangana Real Estate Regulatory Authority (TG RERA), is directed to initiate steps for imposition of penalty against Respondent No. 3, Smt. Paladugu Durga Devi acting through M/s. Talking Bricks Infra Private Limited, under Section 62 of the RE (R&D) Act, 2016, for violation of Section 10(a) of the Act in respect of the transaction concerning Plot No. 135 dealt with in the present complaint.

45. Accordingly, the present complaint stands disposed of, leaving the parties to bear their own costs.

Sd/-
Sri. K. Srinivas Rao,
Hon'ble Member
TG RERA

Sd/-
Sri. Laxmi NaryanaJannu,
Hon'ble Member
TG RERA