

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 7th September, 2026

Quorum: Sri K. Srinivasa Rao, Hon'ble Member
Complaint No. 157 of 2026

Ravikanth Tangella

... Complainant

Versus

1. M/s. Sirisampada Townships LLP
Rep. by its partners Respondent 2 & 3
2. Pradeep Kumar Maganti
3. Raj Kumar Maganti
4. Dhruv Agarwal
5. Manish Agarwal

... Respondents

Complaint No. 160 of 2026

Etikala Shravan Kumar Reddy

... Complainant

Versus

1. M/s. Sirisampada Townships LLP
Rep. by its partners Respondent 2 & 3
2. Pradeep Kumar Maganti
3. Raj Kumar Maganti
4. Dhruv Agarwal
5. Manish Agarwal

... Respondents

The present Complaints have been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter “the Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017, complaining of failure and deficiency on the part of the Respondents in completing the construction and amenities in the project “Sapta Varna”, and of continued marketing, sale and registration of plots even after expiry of the project registration and despite the alleged expiry of the Development Agreement-cum-General Power of Attorney (DAGPA).

2. Since both Complaints arise from a similar cause of action, seek identical relief against the same Respondents and involve common questions of fact and law, they are clubbed

together for convenient and efficient adjudication. Accordingly, this common interim order is passed.

3. Respondent Nos. 4 and 5 are the landowners of the project “Sapta Varna” and had entered into a Development Agreement-cum-General Power of Attorney bearing Document No. 10966/2021 dated 19.07.2021 with Respondent No. 1 for development of the project. The project admeasures Ac. 29-27 Gts., situated in parts of Survey Nos. 134, 135 and 141 at Solipur Village, Shadnagar Municipality, Farooq Nagar Mandal, Ranga Reddy District, Telangana.

4. In Complaint No. 160 of 2026, Open Plot No. 21 was initially sold by Respondent Nos. 4 and 5 to one Sailesh Kumar, who subsequently conveyed the said plot to the Complainant under registered Sale Deed bearing Document No. 101904/2024 dated 31.07.2024 for a sale consideration of Rs. 7,50,000/-.

5. In Complaint No. 157 of 2026, Respondent No. 4 executed a registered Sale Deed bearing Document No. 14505/2023 dated 23.11.2023 in favour of the Complainant in respect of Open Plot No. 176 for a sale consideration of Rs. 23,20,029/-.

6. The grievance of the Complainants, in substance, is that the development of the project, including the amenities represented to be part thereof, has not been completed; that the Respondents obtained the Final Layout without completing the infrastructure and development works contemplated under the Tentative Layout; and that, notwithstanding the expiry of the registration of the project, the Respondents continue to deal with the plots and effect further transactions and registrations in favour of third parties.

7. The matters were taken up for hearing on 31.07.2026. The Complainants submitted that although the Respondents obtained the Final Layout on 11.02.2026, the infrastructure and development works required under the Tentative Layout have not been completed. It was urged that the specifications mentioned in the Tentative Layout have not been fully complied with and that the Respondents ought not to be permitted to alienate plots or create further third-party interests until the development works are completed.

8. In support of their contention, the Complainants placed on record photographs and a comparative statement showing the status of certain development works as on 01.04.2025, 14.12.2025, 29.03.2026 and 05.07.2026. It is their specific case that the open spaces/parks, footpaths, internal roads, underground electrical infrastructure and compound walls/fencing, amongst other works, have not been completed in accordance with the sanctioned/Tentative Layout. The Complainants specifically relied upon the status of the following works:

- (i) Open Space measuring 1090.43 sq.m. (Park 1);
- (ii) Open Space measuring 962.79 sq.m. (Park 2);

- (iii) Open Space measuring 2090.02 sq.m. (Park 3);
- (iv) Open Space measuring 1227.83 sq.m. (Park 4);
- (v) Open Space measuring 2672.76 sq.m. (Park 5);
- (vi) Open Space measuring 2765.89 sq.m. (Park 6);
- (vii) tiled and usable footpaths;
- (viii) internal roads of 30 ft. and 60 ft. width in front of Plots 96 to 100;
- (ix) feeder pillars for underground electricity; and
- (x) compound wall with ornamental grill around the parks.

9. It was further submitted that continuation of further transactions during the pendency of the present proceedings may result in creation of additional third-party interests, thereby prejudicing the rights of the existing purchasers/allottees and complicating the effective adjudication and implementation of any order that may ultimately be passed by this Authority.

10. Per contra, the Respondents disputed the allegations and submitted that the required development works have been completed. It was specifically stated that civil works in the parks, including pathways and installation of tiles, are being undertaken/completed, and that certain works, including the Club House, could be taken up only after obtaining the Final Layout. Having now obtained the Final Layout, the said works are stated to be in progress.

11. This Authority has considered the submissions made and perused the material available on record, insofar as is necessary for deciding the present request for interim protection.

12. The Tentative Layout placed on record specifies various infrastructure and development requirements to be complied with by the layout applicant. The said specifications inter alia include road formation with black top, storm water drains, underground drainage lines and common septic tank/STP, internal water supply pipelines and overhead tank, assured water supply source, electrical supply lines along with street lights and transformer, avenue plantation, park development and rain water harvesting pits.

13. There is a clear dispute between the parties regarding the extent and stage of completion of the infrastructure and development works. The Complainants rely upon the photographs and comparative status statements to contend that several works contemplated under the Tentative Layout remain incomplete. The Respondents, on the other hand, assert that the development works have been completed and that the remaining works are being undertaken after obtaining the Final Layout.

14. At this interim stage, this Authority is not called upon to finally adjudicate the rival claims as to the completion or otherwise of each individual work. That would require

consideration of the complete material and evidence at the appropriate stage. However, the material presently available on record does indicate that at least certain development works were either incomplete or under progress at the relevant stages relied upon by the Complainants. The Respondents themselves submit that certain works are presently being undertaken after obtaining the Final Layout.

15. The mere obtaining of the Final Layout does not, by itself, conclude the question whether all the infrastructure and development works contemplated under the Tentative Layout and the applicable specifications have been fully completed. The obligation to comply with the sanctioned layout and the specifications contained therein continues to remain relevant for the development of the project.

16. Having regard to the material presently available on record and the specifications and conditions contained in the Tentative Layout, this Authority is satisfied that a prima facie case exists for issuance of an interim restraint. The Respondents, having obtained the Final Layout, were required to complete the infrastructure and development works contemplated under the Tentative Layout. The material placed before this Authority indicates that the said works have not been fully completed and that the specifications stipulated in the Tentative Layout have not been completely complied with.

17. At this stage, permitting further alienation of plots in the project without completion of the infrastructure and development works may result in creation of further third-party interests and may prejudice the rights and interests of the existing purchasers/allottees. Such creation of further third-party interests may also complicate the effective adjudication and implementation of any order that may ultimately be passed by this Authority.

18. Having regard to the material on record, the rival submissions of the parties and the nature of the dispute, this Authority is satisfied that interim protection is warranted. The balance of convenience also lies in preserving the subject matter of the proceedings by restraining further alienation of the plots until the infrastructure and development works contemplated under the Tentative Layout are completed in accordance with the specifications and conditions stipulated therein.

19. Accordingly, in exercise of the powers conferred upon this Authority under Section 36 of the Real Estate (Regulation and Development) Act, 2016, and without prejudice to the respective contentions of the parties on the merits of the Complaints, the following interim direction is hereby issued:

“The Respondents are hereby restrained, until further orders of this Authority, from advertising, marketing, booking, selling, offering for sale, executing or presenting for registration any sale deed, or otherwise transferring, alienating, mortgaging, encumbering or creating any further third-party interest in respect of any plot or portion of the project ‘Sapta Varna’, until the infrastructure and development works contemplated under the Tentative Layout are completed in accordance with the specifications, conditions and requirements stipulated therein.”

20. The Respondents shall also ensure that the development works are carried out strictly in accordance with the sanctioned/Tentative Layout and applicable specifications and shall not alter, reduce, deviate from or otherwise utilise any area earmarked for open spaces, roads, utilities or other public purposes contrary to the approved layout.

21. The above interim direction is confined to preservation of the subject matter of the present proceedings and ensuring completion of the infrastructure and development works in accordance with the Tentative Layout. It shall not be construed as an expression of final opinion on the merits of the Complaints or on the rights and claims of the parties, all of which are left open for determination at the appropriate stage.

22. The matters are posted for further hearing on 09.09.2026.

Sd/-
Sri K. Srinivasa Rao,
Hon’ble Member,
TG RERA