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

Complaint No. 331 of 2026

Dated: 17th November, 2026

Quorum: **Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.), Hon'ble Chairperson**
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between:
D.V.A. Mohan Rao, S/o V.K.R.Devarapalli,
R/o. H. No.8-3-231/A/268, Sri Krishna Nagar,
Near Sai Ram Public School,
Yousufguda, Hyderabad -500045.

… Complainant

Versus

1)M/s Sudheesha Constructions,
Represented by its Proprietor, G Srikanth Goud,
Office address at Plot No. 214/A,
MLA Colony, Banjara Hills, Road No. 12,
Hyderabad.

… Respondent

The present Complaint has been filed by the Complainant as mentioned hereinabove, 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 Respondents.

2. The matter was taken up for hearing on 08.10.2026 before this Authority in the presence of Complainant's counsel, whereas there was no appearance on behalf of the Respondent despite due service of notice. Accordingly, the matter was set ex-parte. Upon hearing the submissions advanced by the Complainant's counsel and perusal of the material available on record, this Authority proceeds to pass the following **ORDER:**

A. Brief facts of the case as per Form M filed by the Complainant:

3. It was submitted that the Complainant is the allottee of Flat. No. 403, ad-measuring 1350 sq. ft., in the project 'Sudheesha Dimple Valley' situated in Puppalguda Village, Gandipet Mandal, Ranga Reddy District, developed by M/s Sudheesha Constructions, the Respondent herein.

4. It was submitted that the Respondent obtained construction permission dated 22.12.2021 under permit No. 0019/BP/3128/2021 from Manikonda Municipality/Municipal Corporation to develop a standalone residential apartment comprising of 1 Stilt+ 5 upper floors. He has also obtained RERA Registration from this Hon'ble Authority vide No. P02400004552 on 30.05.2022.

5. It was submitted that the Respondent represented that all the permissions and necessary approvals from the concerned authorities are valid and subsisting and promised to furnish the copies of the same after the execution of Agreement of Sale.

6. It was submitted that the Complainant paid an advance sale consideration of Rs. 10,00,000/- (Rupees Ten Lakhs only), through RTGS on 03.02.2026 and 21.02.2026. Thereafter, the Respondent executed an Agreement of Sale dated 19.02.2026 in favour of the Complainant, wherein it was agreed that the total sale consideration of that flat is 92,75,000/- (Rupees Ninety-Two Lakhs Seventy-Five Thousand only), and that the balance sale consideration of 82,75,000/- (Eighty-Two Lakhs Seventy-Five Thousand) will be paid through a bank loan within 30 days, i.e., at the time of registration.

7. Further, under Clauses 2 and 6 of the Agreement of Sale, the Respondent agreed to furnish all documents required for loan sanction, permit inspection of all the original documents, and complete the building in accordance with the sanctioned permission.

8. The Complainant applied for a home loan with Bank of India, Kokapet Branch, Hyderabad, which by letter dated 26.02.2026 required copies of project documents duly attested and stamped by the Respondent. Despite requests made on 26.02.2026 and 28.02.2026, and a postal letter dated 09.03.2026 which was duly received by the respondent on 12.03.2026, the Respondent failed to furnish the documents, delaying it on one pretext or another.

9. The Complainant alleges that the Respondent collected an advance exceeding ten percent of the cost of the flat without registering the Agreement for Sale in the prescribed form

despite repeated requests, in violation of Section 13(1) and 13(2) of the Act read with Rule 32(1) of the TS RERA Rules, 2017. The Respondent is also alleged to have failed to upload and update project information, including progress of construction and details of other allottees, as required under Section 11 of the Act.

10. It was submitted that upon verifying the project's web page, the Complainant learned that both the project registration and the construction permission had expired on 22.12.2024, yet the Respondent continued with construction. Upon visiting the site, the Complainant found that the Respondent had constructed an additional floor above the 5th floor, contrary to the sanctioned plan, without the allottee's consent, in violation of Section 14(1) and 14(2) of the Act.

11. It was submitted that when the Complainant questioned the Respondent, he allegedly stated that the 30-day time period mentioned in the Agreement of Sale had expired, and that the Complainant was no longer an allottee entitled to raise any queries or claims in respect of the project or the flat, and further threatened to sell the subject flat to a third party.

12. The Complainant alleges that the Respondent, from the outset, intended to deceive him after receiving part of the sale consideration, and that the non-furnishing of documents coupled with the illegal construction amounts to unfair practices.

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B. Reliefs Sought:

i. To revoke the registration of the project under section 7 of the Act, for not adhering to the terms of the agreement and sanctioned plan issued by the competent authority and for involving in unfair practices and levy penalty.

ii. To prosecute the Respondent promoter for violation of sections 11 & 13 and levy a penalty under section 61 of the Act to the tune of 5% of the project cost.

iii. To prosecute the Respondent promoter for violation of section 14 (1) and 14 (2) of the Act.

iv. To direct the Respondent promoter to furnish documents as required by the bank for a home loan or to return the amount received under the agreement of sale, along with interest and compensation.

v. To direct the respondent to pay compensation to the complainant under section 38, read with section 40 of the Act.

vi. To blacklist the respondent and prohibit him from carrying out any projects or selling the apartments for such time as this honorable authority may deem fit and proper.

vii. Any other relief or reliefs as the complainant may be found entitled in the facts and circumstances of the case.

C. Points for Consideration:

I. Whether the Respondent has violated any provisions of the RE(R&D) Act, 2016?

II. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

D. Observations of the Authority:

13. The record reflects that despite due service of notice, the Respondent failed to appear before this Authority, and did not file any counter, written statement, or explanation to contest the allegations made by the Complainant. Therefore, the averments of the Complainant stand unrebutted.

14. The continued absence of the Respondent and failure to participate in the proceedings, despite due notice and repeated opportunities afforded, demonstrate a lack of diligence and disregard for the adjudicatory process of this Authority. Hence, this Authority was constrained to set the Respondent ex parte on 08.10.2026 and to proceed with the matter on the basis of the material available on record.

15. The project in question, 'Sudheesha Dimple Valley' is a standalone residential apartment comprising of 1 Stilt+ 5 upper floors situated in Puppalguda Village, Gandiept Mandal, Ranga Reddy District, developed by the Respondent, M/s Sudesha Constructions. It was sanctioned by the Manikonda Municipality vide permit No. 0019/BP/3128/2021 dated 22.12.2021, and registered with this Authority under No. P02400004552 on 30.05.2022. The registration was valid until 22.12.2024, and nothing on record shows that the Respondent sought for an extension thereafter.

16. Upon perusal of the material on record it is evident that the Complainant agreed to purchase Flat No. 403 for a total sale consideration of Rs. 92,75,000/- (Rupees Ninety-Two

Lakhs Seventy-Five Thousand only). In furtherance of which he had paid an advance sale consideration of Rs. 10,00,000/- (Rupees Ten Lakhs only) through RTGS on 03.02.2026 and 21.02.2026.

17. The parties entered into an Agreement of Sale on 19.02.2026, wherein it was agreed upon by the parties that the balance sale consideration of Rs. 82,75,000/- (Rupees Eighty-Two Lakhs Seventy-Two Thousand) would be paid within 30 days from the date of Agreement of Sale, i.e., at the time of registration by availing a bank loan. Further, it is pertinent to note that the Respondent has, under Clause of the said agreement, explicitly agreed to furnish all the required documents and permit the inspection of originals by the bank in order to facilitate the home loan.

18. The letter dated 26.02.2026, issued by Bank of India, Kokapet Branch, Hyderabad makes it evident that the Complainant, without any delay, had applied for a home loan. Bank of India sought for copies of project documents such as 30 years link documents of the property, layout approval, building permission, RERA registration, profile of the builder and other project related documents, duly attested and stamped by the Respondent.

19. The Complainant has contended that he requested the Respondent to furnish these documents on 26.02.2026 and again on 28.02.2026. The material on records shows that the Complainant also sent a postal letter dated 09.03.2026, which was duly received by the Respondent on 12.03.2026. However, the Respondent failed to furnish the documents, thereby failing to adhere to the terms of the Agreement of Sale.

Point I:

20. Be that as it may, the Complainant alleges that the Agreement of Sale dated 19.02.2026 entered into with the Respondent is not in the RERA prescribed format. Section 13(2) of the Act mandates that the Agreement of Sale *"shall be in such form as may be prescribed"*. Further, Rule 38 of the Telangana RE(R&D) Rules, 2017 prescribes that the Agreement of Sale shall be in the form set out in the Annexure to the Rules. The intent and purpose of mandating a particular format is to ensure transparency and uniformity in the process of allotment and to avoid any ambiguities for the allottees.

21. A bare perusal of the Agreement of Sale dated 19.02.2026 shows that the same is not in consonance with the Annexure to Rule 38. Upon comparing the Agreement of Sale dated

19.02.2026 with the proforma uploaded by the Respondent on the TG-RERA website, it is noticed that during registration of the project with this Authority, the Respondent has submitted a Draft Agreement of Sale that is to be issued to the prospective allottees which is verbatim same as that of draft Agreement of Sale as provided under Annexure to Rule 38. However, the Respondent has executed a completely different Agreement of Sale to the Complainant herein completely in contravention of the Rule 38 and also in contravention to what has been submitted to the Authority during registration of the project

22. Further, section 4(2)(g) mandates the Promoter to file "*proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees".* Accordingly, the Respondent has filed a proforma for agreement of sale as mandated at the time of making application for registration of the project, this provision is stipulated in order to ensure that promoters are strictly complying with the terms of the said proforma and not execute any other document as per their whims and fancies to their benefit and detriment of the allottees.

23. The conduct of the Respondent herein goes to show that it has falsely posed that the same proforma will be used for the prospective allottees, whereas a completely different Agreement has been executed with the Complainant thereby attracting penalty under Section 60 of the Act, 2016 which stipulates that when the promoter submits any false information or contravenes provisions of Section 4 of the Act, 2016, he/she shall be liable to penalty. Therefore, Respondent herein is liable for penalty under Section 60 for providing false information.

24. At the same time, this Authority cannot overlook the fact that the Complainant, on his own volition, signed the Agreement of Sale. The proforma is a publicly available document, and an allottee is expected to verify the Agreement against the proforma before entering into one. This lapse, however, does not dilute the statutory obligation which rests squarely on the Respondent. It is incumbent upon the Respondent to adhere to the format uploaded on the website and not deviate from it. The Respondent, is therefore, liable to penalty under Section 61 of the Act for the contravention of Section 13(2) read with Rule 38 of the Telangana RE(R&D) Rules, 2017.

25. The Complainant also alleges that although the construction permission issued by Manikonda Municipality had expired on 22.12.2024, the Respondent still proceeded with the

construction even in 2026. He further alleged that the Respondent had raised an unauthorized 6th floor, which is a deviation from the sanctioned 5 floors. The only material placed in support of this allegation is a single photograph of the building. Prima facie, the picture depicts that the construction is complete and there is no ongoing construction, and it is also evident that the building consists of a Stilt + 6 floors.

26. However, whether any revised permission has been obtained, whether the construction is unauthorized, and whether it constitutes a deviation from the sanctioned plan are questions that fall within the domain of the sanctioning authority i.e., Manikonda Municipality. In the absence of any substantive evidence, this Authority can neither conclusively decide that there is a deviation from sanctioned plan and violation of Section 14(1) of the Act, nor impose penalty on the strength of a photograph alone.

27. Considering these facts and in the fitness of justice, it would be just and proper to await the decision of the Competent Authority before deciding on the issue of deviation from the sanctioned plan and imposing penalty in that regard. Therefore, the Secretary, TG RERA shall inform the Competent Authority on the alleged unauthorised construction/deviation.

28. Pertaining to the issue of the Respondent's failure to upload and update the project information on the TG RERA website, including the progress of the construction and the details of other allottees, the Secretary, TG RERA, is directed to verify the Quarterly Progress Reports filed by the Respondent in respect of the project. If any violation is found, the Secretary shall issue a Show Cause Notice and to take appropriate action in accordance with law.

29. Point I is answered accordingly.

Point II:

30. That leaves us with the question of refund. Upon the perusal Agreement of Sale dated 19.02.2026, it is clear that the Complainant has agreed to pay the balance sale consideration of Rs. 82,75,000/- (Rupees Eighty-Two Lakhs Seventy-Five Thousand only) within 30 days from the date of Agreement of Sale i.e., on or before 18.03.2026, at the time of registration and by availing a bank loan.

31. Further, it was explicitly agreed upon by the parties that the Respondent shall, in order to obtain the bank loan, make avail the requisite documents and allow the inspection of all the originals. Moreover, Section 19(1) of the Act, in any event, entitles an allottee to obtain

information relating to the sanctioned plans, approvals of the project, and such other information as provided in the agreement for sale

32. The letter dated 26.02.2026, issued by Bank of India, Kokapet Branch makes it evident that the Complainant has, without any delay on his part, applied for a bank loan immediately after the execution of the Agreement of Sale. But the Respondent failed to promptly respond to the Complainant and furnish the documents in a timely manner.

33. It is pertinent to note that payment of the balance sale consideration was dependent on the sanction of the home loan, and the sanction of the loan was dependent on the documents which the Respondent failed to furnish. Having failed to furnish the requisite documents, the Respondent cannot turn around and say that the 30-day time period to pay the balance sale consideration has lapsed and that the Complainant is no longer an allottee. The Respondent himself allotted a flat to the Complainant under the Agreement of Sale dated 19.02.2026, hence this Authority conclusively holds that the Complainant continues to be an allottee within the meaning of 2(d) of the Act for the purpose of availing reliefs under the Real Estate (Regulation & Development) Act, 2016.

34. Having conclusively held that the Complainant continues to be an allottee, and in light of the Respondent's failure to discharge his primary obligation under the Agreement of Sale, thereby rendering it impossible for the Complainant to pay the balance sale consideration on time and get the flat registered in his name, the delay is attributed to the Respondent. This Authority holds that the Respondent not only failed to adhere to the terms of the Agreement of Sale dated 19.02.2026, but has also violated Section 19(1) of the Act.

35. Therefore, the Complainant is entitled for refund of the entire advance sale consideration paid by him i.e., 10,00,000/- along with an interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum, calculated from the respective date of Agreement of Sale until the date of actual refund.

36. Pertaining to the claim of compensation sought by the Complainant under Sections 38 and 40 of the Act, this Authority notes that while refund and interest are matters for the Authority, the jurisdiction for adjudicating compensation lies with the Adjudicating Officer

under Section 71 of RE(R&D) Act. Hence, the Complainant is at liberty to approach the Adjudicating Officer by filing a complaint in Form 'N'.

37. Point II is accordingly answered partly in favour of the Complainant.

E. Directions of the Authority:

38. In view of the forgoing, this Authority, in exercise of the powers conferred under Sections 37 and 38 of the Act, hereby directs as follows:

a. The Respondent is directed to refund to the Complainant the amount of Rs. 10,00,00/- (Rupees Ten Lakhs only) along with interest at the rate of 10.85% per annum (SBI highest MCLR of 8.85%+ 2%) as prescribed under Rule 15 of the Rules, from the respective dates of payment till the date of actual realization, within 60 (sixty) days from the date of receipt of this order.

b. The Respondent is directed to pay a penalty of Rs.8,24,585/- (Rupees Eight lakhs Twenty- Four Thousand Five Eighty-Five only) under Sections 60 and 61 of the Act for contravention of Section 4 (2) (g) and Section 13(2) of the Act read with Rule 38 of the Rules. The said amount shall be remitted within a period of 60 (sixty) days from the date of this order to the TGRERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036.

c. The Respondent is hereby directed and cautioned that henceforth all Agreements for Sale shall, without exception, be executed strictly in the form prescribed under Rule 38 and in absolute conformity with the proforma published on the TG RERA website. Any deviation will attract immediate regulatory consequence.

d. The Secretary, TG-RERA is directed to verify the Quarterly Progress Reports submitted by the Respondent in respect of the project 'Sudheesha Dimple Valley', if any deviation is found, shall issue a Show Cause Notice and to take appropriate action in accordance with law.

e. The Secretary, TGRERA is directed to inform the Competent Authority i.e., Manikonda Municipality in respect of the unauthorised construction of an additional 6th floor, in deviation from the sanctioned plan, and, upon its decision, take necessary action in accordance with law.

f. The Complainant is at liberty to approach the Adjudicating Officer under Form 'N' under Rule 35 of the Rules, for compensation.

g. Failing compliance of the above directions, the Respondent shall be liable to penalty under Section 63 of the Act.

39. As a result, the complaint is partly allowed. There shall be no order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Sri K S Sreenivasa Raju I.A.S., (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson,**
TG RERA	**TG RERA**	**TG RERA**

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