

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 22nd June, 2026

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

***COMMON ORDER IN COMPLAINT NUMBERS 468/2025, 469/2025, 470/2025,
471/2025 and 492/2025.***

Complaint No. 468/2025/TG RERA

Mr. Panthulu Vittal Reddy, S/o Panthulu RamReddy
(2-24 Singapur, Singapuram Village, Shankarpalli mandal,
Rangareddy dist, Telangana - 501203)

...Complainant

Versus

M/s Fortune Projects, Rep by

1. K. Vidya Sagar

2. K.V. Pavan Kumar

(Plot No 19, Sanjeevajah Co-Ophousing, Sikh Village,
Secunderabad, Hyderabad, Telangana,500009)

...Respondents

Complaint No. 469/2025/TG RERA

Aousula Swarna mala D/o Mr Aousula Anantha Chary

(H.No. 9-59/B, Hanuman Nagar colony, Shankarpalli municipality,
RangaReddy district, Telangana State-501203)

...Complainant

Versus

M/s Fortune Projects, Rep by

1. K. Vidya Sagar

2. K.V. Pavan Kumar

(Plot No 19, Sanjeevajah Co-Ophousing, Sikh Village,
Secunderabad, Hyderabad, Telangana,500009)

...Respondents

Complaint No. 470/2025/TG RERA

Mr. Pathepuram Manikyam, S/o Rangaiah

(H.No. 1-72, Fathepur Village, Shankrapally Municipality,

Ranga Reddy District - 501203)

...Complainant

Versus

M/s Fortune Projects, Rep by

1. K. Vidya Sagar

2. K.V. Pavan Kumar

(Plot No 19, Sanjeevajah Co-Ophousing, Sikh Village,
Secunderabad, Hyderabad, Telangana,500009)

...Respondents

Complaint No. 471/2025/TG RERA

Mr. Chakali Srinivas, S/o. Chakali Krishna

(H.No. 1-70/2, Nathinoipalle Village, Narsapur Mandal,
Medak District, Telangana State.)

...Complainant

Versus

M/s Fortune Projects, Rep by

1. K. Vidya Sagar

2. K.V. Pavan Kumar

(Plot No 19, Sanjeevajah Co-Ophousing, Sikh Village,
Secunderabad, Hyderabad, Telangana,500009)

...Respondents

Complaint No. 492/2025/TG RERA

Parikipandla Laxman

(H.No. 4-50, Ramnagar, Palakurthy,
Peddapalli, Basanth Nagar, Kannala,
Karimnagar, Telangana.)

...Complainant

Versus

M/s Fortune Projects, Rep by

1. K. Vidya Sagar

2. K.V. Pavan Kumar

(Plot No 19, Sanjeevajah Co-Ophousing, Sikh Village,
Secunderabad, Hyderabad, Telangana,500009)

...Respondents

The present matter filed by the Complainants herein came up for final hearing before this Authority in the presence of Complainants and Respondents were absent; upon pursuing the material on record and on hearing arguments Complainants and having stood over for consideration till this day, this Authority proceeds to pass the following **ORDER:**

2. The present Complaints have 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 Respondents.

A. The brief facts of the case, as stated by the Complainants, are as follows:

3. It was submitted before the Authority by the Complainants, that the Respondents had engaged in fraudulent conduct and cheating. It was averred that these actions had subjected the Complainant to immense mental agony and severe financial damage, primarily stemming from an exceedingly large delay in the delivery of possession of the subject property.

4. Detailing the contractual timeline, it was placed on record that the Development Agreement between the parties came into force on January 4, 2020. Under the explicit terms of this agreement, the mandated period for development was stipulated as 18 months, subject to an additional grace period of 3 months, culminating in a total permissible development period of 21 months. Consequently, the stipulated agreement period officially lapsed on June 4, 2021.

5. The Complainant further submitted that, despite the expiration of the original timeline, the parties entered into an additional agreement intended to facilitate the further development and completion of the construction. However, in blatant disregard of these contractual commitments, it was alleged that the Respondents continued to execute the construction process on a deliberately delayed mode ("delay moto").

6. Highlighting the specific infrastructural and contractual breaches, the Complainant provided an exhaustive inventory of the foremost essential amenities that the Respondents had completely failed to deliver or complete:

- It was averred that the Respondents had put absolutely no efforts into constructing the Security Room, which was a specific requirement as per the Development Agreement.
- The Respondents failed to execute necessary leakage repairs in the bedroom wall.
- The mandatory Municipal Water Connection was entirely absent.
- A functional Drainage System was not provided.

- The Ground Water Bore connection, along with the installation of the requisite motor, was completely ignored.
- Essential electrical infrastructure remained severely deficient, noting specifically the incompleteness of electricity fittings, the absence of Lift Backup power, and the failure to install a Generator.
- Aesthetic and recreational commitments were blatantly violated, as the promised garden with grass (as per the approved design) was not developed.
- The project lacked fundamental security features, specifically the promised 24-hour CCTV surveillance.
- The Respondents failed to construct the Watchman Quarter in the stilt ("silt") floor.
- Essential illumination, specifically Cellular lighting, was not provided within the premises.
- Finally, it was alleged that the promised ample car parking, along with the designated landscaping and the kids' play area, was completely omitted from the development.

B. Reliefs Sought

7. Accordingly, Complainants sought the following reliefs:
 - i. *To be provided by the builder which were mentioned above.*
 - ii. *Compensation from date of the expiry of Agreement.*
 - iii. *Compensation of Rs. 20,000/- to 1 Crore Indian Rupee delay in delivery of possession.*
 - iv. *Compensation for the mental torture and+ physically getting health Spoiled.*
 - v. *This regulatory authority is kind enough and empower to entertain my grievances.*

C. Points for Consideration

8. Upon a careful perusal of the record and the submissions advanced by Complainant, this Authority is of the view that the following point arise for determination in the present complaint:

- I. Whether the Complainants are entitled to the reliefs as prayed for? If yes, to what extent?

D. Observations of the Authority

9. The Complainants in Complaint Nos. 468/2025, 469/2025, 470/2025, 471/2025, and 492/2025 have filed their respective complaints against the same Respondents, namely M/s Fortune Projects, represented by Sri K. Vidya Sagar and Sri K.V. Pavan Kumar, pertaining to the same real estate project "Fortune Heights," bearing RERA Registration No. P02400002982, valid from 20.05.2021 to 30.12.2026. Since the Respondents, the project, and the nature of the reliefs sought are common across all five complaints, this Authority proceeds to make a common observation and pass a common order in all the said complaints.

10. The record indicates that despite due service of notice, the Respondents have failed to appear before this Authority or file any written statement, counter, or explanation to contest the allegations made by the Complainants. In these circumstances, and upon being satisfied that due process has been duly followed and all procedural requirements have been complied with, this Authority proceeds *ex parte* against the Respondents and proceeds to examine the matter on the basis of the material available on record.

11. Before proceeding to the merits, it is necessary to set out the details of each Complainant and the flat purchased by them. Sri Panthulu Vittal Reddy (Complaint No. 468/2025) purchased Flat No. 203 in the project "Fortune Heights" and paid a total consideration of Rs. 23,10,000/-. Smt. Aousula Swarna Mala (Complaint No. 469/2025) purchased Flat No. 201 and paid a total consideration of Rs. 22,33,000/-. Sri Pathepuram Manikyam (Complaint No. 470/2025) purchased Flat No. 202 and paid a total consideration of Rs. 35,50,000/-. Sri Chakali Srinivas (Complaint No. 471/2025) purchased Flat No. 103 and paid a total consideration of Rs. 23,10,000/-. Sri Parikipandla Laxman (Complaint No. 492/2025) purchased Flat No. 402 and paid a total consideration of Rs. 27,30,000/-. The Development Agreement between the parties came into force on 04.01.2020, with the stipulated development period of 18 months and a grace period of 3 months, resulting in a total permissible period of 21 months, which lapsed on 04.06.2021. Despite the lapse of the stipulated period, the project has not been completed and possession has not been delivered.

12. With regard to Complaint No. 470/2025, this Authority notes that the Complainant, Sri Pathepuram Manikyam, has executed a Sale Deed for Flat No. 202 in the project "Fortune

Heights" with one Sri Bojja Madhusudhan Reddy, and not directly with the Respondent M/s Fortune Projects.

13. Under Section 2(d) of the RE (R&D) Act, 2016, an "allottee" in relation to a real estate project includes a person to whom an apartment has been sold or transferred, as well as a person who subsequently acquires the allotment through sale, transfer, or otherwise. The Complainant having acquired Flat No. 202 in the registered project "Fortune Heights" through a registered Sale Deed, he falls within the definition of "allottee" under the Act, and the Respondent, as the registered promoter of the project, remains liable to fulfil its obligations in respect of all allottees, irrespective of whether the Sale Deed was executed directly by the promoter or through a third party. The obligations of the registered promoter under the Act are project-specific and run with the registration and not merely with whom the sale deed was executed. Accordingly, Complaint No. 470/2025 is maintainable and the Respondent's obligations in respect of Flat No. 202 are not extinguished by reason of the Sale Deed having been executed by Sri Bojja Madhusudhan Reddy.

14. The Complainants have raised a list of deficiencies in respect of amenities and infrastructure that remain incomplete in the project. Upon a comparison of the said grievances with the specifications set out in Annexure 1 to the Development Agreement and the representations made in the project brochure, this Authority finds that the following amenities and infrastructure, specifically promised to the allottees, remain incomplete:

- a. Watchman Quarter in the stilt floor (*"Watchman quarter will be constructed in stilt floor"*).
- b. Municipal Water Connection, functional drainage system, and Groundwater Bore Connection with motor, in furtherance of the brochure's promise of *"24-hour water supply."*
- c. Lift of standard make, Generator set, and generator backup for the lift (*"One 6 persons' capacity lift of Standard Make"* and *"Generator set as per requirement"*; brochure *"A lift equipped with generator backup"*), along with completion of all electrical fittings
- d. Garden with grass as per design
- e. 24-hour CCTV surveillance (brochure — *"24-hours under CCTV surveillance"*).

- f. Ample car parking, landscaping, and a designated children's play area (brochure "*Ample car parking*," "*Landscaping*," and "*Children's play area*").

15. Each of the above amenities and items of infrastructure is either an express specification under Annexure 1 to the Development Agreement or a specific representation made to the allottees in the project brochure, and therefore forms part of the binding obligations of the Respondents. Section 14(1) of the RE (R&D) Act, 2016 provides as follows:

"14. Adherence to sanctioned plans and project specifications by the promoter. — (1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities."

16. Insofar as the items promised specifically in the project brochure are concerned namely 24-hour CCTV surveillance, ample car parking, landscaping, and the children's play area this Authority notes that Section 12 of the RE (R&D) Act, 2016 renders the promoter liable to compensate allottees who sustain loss or damage by reason of any incorrect or false statement contained in any advertisement, notice, or prospectus on the basis of which an advance or deposit was made. Section 12 is thus a provision that operates in the domain of liability for misrepresentation and compensation, and does not independently create a standalone obligation of adherence to brochure representations in the manner that Section 14(1) does in relation to sanctioned plans and agreement specifications. However, the representations contained in the project brochure regarding the said amenities formed part of the inducement on the basis of which the Complainants invested in the project, and the non-delivery of the said promised features exposes the Respondents to liability under Section 12 for the loss and damage suffered by the allottees on account thereof.

"12. Obligations of promoter regarding veracity of the advertisement or prospectus. — Where any person makes an advance or a deposit on the basis of the information contained in the notice, advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be entitled to receive his entire investment along with interest at such rate as may be prescribed and the compensation in the manner as provided under this Act."

17. The primary and binding obligation of the Respondents to complete and provide the amenities and infrastructure enumerated in paragraph 14 above flows from Section 14(1) of the RE (R&D) Act, 2016, read with Annexure 1 to the Development Agreement placed on record. Section 14(1) imposes an absolute and non-derogable obligation upon the promoter to develop and complete the project in accordance with the sanctioned plans, layout plans, and specifications as approved by the competent authorities. The Development Agreement and its Annexure 1, which set out the specific amenities and infrastructure to be provided, constitute the contractual and regulatory specifications binding upon the Respondents. Non-delivery of the amenities and works specified therein is therefore a direct violation of Section 14 of RE(R&D) Act.

18. In light of the above, the legal position is clear. The obligation to complete the amenities and infrastructure enumerated in paragraph 14 is grounded in Section 14(1) of the RE (R&D) Act, 2016 read with the express specifications contained in Annexure 1 to the Development Agreement. The Respondents are bound to adhere to these specifications and to complete the project accordingly. To the extent that certain amenities were additionally promised in the project brochure and remain undelivered, the Respondents are further exposed to liability under Section 12 of the Act for the consequential loss and damage suffered by the allottees, a claim which the Complainants are at liberty to pursue before the Adjudicating Officer under Section 71 of the Act. The Respondents cannot escape their obligation to complete the project as per the Development Agreement specifications merely on the ground that the brochure is a promotional document, nor can they cite any other extraneous reason to avoid compliance with the statutory mandate under Section 14(1) of the Act.

19. With regard to the relief sought by the Complainants for compensation from the date of expiry of the agreement, monthly rent, and compensation for mental agony and hardship, this Authority observes that claims for compensation and monetary damages arising from delay in handing over possession and mental agony fall within the exclusive jurisdiction of the Adjudicating Officer appointed under Section 71 of the RE (R&D) Act, 2016, and cannot be adjudicated by this Authority in the present proceedings. Accordingly, no order is passed on these reliefs in the present proceedings, and the Complainants are at liberty to approach the Adjudicating Officer under Section 71 of the Act for adjudication of their respective claims for compensation, rent, and other monetary reliefs, if so advised.

E. Directions of the Authority

20. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following directions to the Respondents, M/s Fortune Projects, represented by Sri K. Vidya Sagar and Sri K.V. Pavan Kumar:

- i. The Respondents, M/s Fortune Projects, represented by Sri K. Vidya Sagar and Sri K.V. Pavan Kumar, are directed to complete the project "Fortune Heights" bearing TG RERA Registration No. P02400002982 in strict accordance with the sanctioned plans, layout plans, and specifications as approved by the competent authorities, and in conformity with the specifications contained in Annexure 1 to the Development Agreement to the extent not already completed as on the date of this Order, within a period of 45 DAYS from the date of this Order.
 - ii. Failing to comply with the above directions shall attract penal action against the Respondents in accordance with Section 63 of the RE (R&D) Act, 2016.
21. In view of the above, the present complaints are disposed of. No order as to costs.

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

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA