

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 434/2025 465/2025, 466/2025 and 467/2025.

Complaint No. 434/2025/TG RERA

Sama Rajender Reddy
(Hno-5-144/26/A/1A/A/1. Shankarpally,
Bopanna Venture Pipe line Road, Shankarpally Mandal,
Ranga Reddy 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. 465/2025/TG RERA

Mrs. Aarey Gayathri,
(H.No. 11-42, Plot 54, Telephone colony,
Saroornagar, Hyderabad-500035)

...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. 466/2025/TG RERA

Mr. Panthulu Vittal Reddy,
(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. 467/2025/TG RERA

Mrs. Police Swapna,

(Hno-2/9 Ramanthapur Village, Shankarpalli mandal,
Ranga Reddy 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

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 Complainant, in relation to Case Nos. 465/25, 466/25, and 467/25, 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.

7. In *Complaint No. 434 of 2025*, the Complainant stated the following:

- Second coating of colour of external.
- Power backup generator.
- Garden with grass as per design and cellar flooring tiles.
- Watchmen quarter in silt floor and municipal drinking water supply connection.

B. Reliefs Sought

8. Accordingly, Complainants in Case Nos. 465/25, 466/25 and 467/25 sought the following reliefs:

- To be provided by the builder which were mentioned above.*
- Compensation from date of the expiry of Agreement.*
- Compensation of Rs. 20,000/- to 1 Crore Indian Kanoon delay in delivery of possession.*
- Compensation for the mental torture and+ physically getting health Spoiled.*
- This regulatory authority is kind enough and empower to entertain my grievances.*

9. Complainant in Case no. 434/25 sought the following reliefs:

- As per DGPA agreement total advance payment paid already i.e. Rs.5,00,000/- through bank cheque No:428041, Canara Bank, Shankarpally, Dt:04/06/2023.*
- As per supplementary agreement allotment flats all are sold out. As per the commitment to handover after one month of registration but one year pass away there is no latest development and no sign of handover the flat soon.*

- iii. *I request to RERA please make arrangement to handover the flats as soon as possible and make reimburse of my last one year rent as well.*

C. Counter filed in Case no. 434/25

10. A Counter Affidavit was filed on behalf of the Respondent to contest the complaint. At the outset, it was firmly submitted that, except for the facts expressly admitted to be true herein, the rest of the contents of the complaint were categorically denied as untrue and factually incorrect in toto. Before answering the specific allegations, the Respondent prayed that the actual facts of the case be taken into consideration by the Hon'ble Authority.

11. Detailing the foundational agreements and project timeline, it was humbly submitted that the Respondent had entered into a Development Agreement cum General Power of Attorney (DAGPA) with the Complainant, vide registered Document No. 99/2020 dated January 4, 2020, executed at the Sub-Registrar Office (SRO), Shankerpally. The Municipal Sanction for the project was obtained on February 19, 2021. Subsequently, the project was duly registered with RERA under Registration No. P02400002984 on May 20, 2021. It was placed on record that the actual construction work commenced in the month of June 2021.

12. Addressing the issue of delays, the Respondent submitted that the construction work was initially delayed due to the unforeseen onset of the COVID-19 pandemic. Consequently, an additional or subsequent DAGPA, dated January 4, 2022, was entered into by the Complainants to accommodate these circumstances.

13. The Respondent leveled severe counter-allegations against the Complainant, asserting that the Complainant was in the constant habit of quarreling and deliberately disturbing the site workers time and again. It was averred that due to the Complainant's aggressive and violent nature, the project suffered a delay of nearly one year. The Respondent alleged that this delay was an intentional tactic employed by the Complainant to wrongfully deprive the Respondents of their deposit amounts. It was submitted that on multiple occasions, village elders had to intervene to settle the disputes, insisting that the Complainant cease disturbing the workers and causing further construction delays.

14. Detailing the financial settlements, it was submitted that through the intervention of the village elders, nearly all of the deposit amounts were returned to the Complainant. The only exception was a sum of Rs. 5,00,000/-, which was to be refunded after the Occupancy Certificate (OC) dated March 30, 2024, was obtained; however, the Complainant had withheld this amount citing trivial and silly reasons. The Respondent brought to the Authority's notice

that the second coat of paint on the building was already completed by October and November 2023. A copy of the Occupancy Certificate and building photographs were submitted alongside the counter.

15. Providing a point-by-point rebuttal regarding the alleged incomplete amenities, the Respondent submitted the following clarifications:

Power Back-up Generator: It was submitted that the generator would be installed as soon as the pending refundable deposit of Rs. 5,00,000/- was repaid by the Complainant.

Cellar Flooring: The Respondent averred that the cellar flooring tiles had been completely laid much before the present complaint was even filed.

Gardening: It was clarified that since there was absolutely no physical area left over for gardening within the premises, the same could not be completed. However, plant saplings were already planted in the year 2023 itself.

Watchman Room: It was submitted that the watchman's room had been fully erected. The only pending works were painting and the erection of doors and windows. Crucially, it was alleged that these works remained pending solely because the Complainant/owners were actively preventing the workmen and painters from entering the premises and threatening them against completing their work.

16. The Respondent forcefully denied the Complainant's allegations regarding a delay in handing over the flats. It was averred that there was absolutely no delay, as the flats were handed over to the Complainant in October 2023. Specifically, Flat Nos. 102, 201, 202, 203, 401, and 402 were completed and handed over to the Complainant well before the Occupancy Certificate was even obtained. It was submitted that this handover was executed strictly within the agreed timeline stipulated in the DAGPA, which allowed for an 18-month completion period plus a 3-month grace period, explicitly excluding the period lost to the COVID-19 pandemic.

17. In conclusion, it was humbly submitted that there was no delay as stipulated in the complaint. The Respondent averred that, except for the facts admitted above, there was absolutely no merit in the complaint. All allegations raised by the Complainant were specifically denied, and the Complainant was required to strictly prove the same.

D. Rejoinder filed by Complainant in Case No. 434/25

18. A Rejoinder to the reply filed by the Respondents (dated September 10, 2025) was submitted on behalf of the Complainant. At the outset, the Complainant submitted that the contents of the Respondents' reply had been read over and explained, and all adverse allegations

contained therein were categorically denied, save and except those that were specifically admitted. It was stated that any allegation not specifically admitted was deemed to be denied.

19. The Complainant averred that the Respondents had propagated themselves as having vast experience in the construction of apartments over many years. Relying on these representations and the Respondents' specific promise to complete the construction of the project within 18 months from the date of the sanction of the construction permission, the Complainant was convinced to enter into the transaction. Consequently, the Complainant executed a Development Agreement cum General Power of Attorney (DAGPA) on January 4, 2020, vide registered Document No. 99 of 2020 at the Sub-Registrar Office (SRO), Shankerpally, encompassing certain agreed terms and conditions. The Complainant submitted that the Respondents made several baseless allegations in their reply without filing any supporting proof, solely with the intent to deviate from the core issues placed before the Authority.

20. It was submitted that while the appropriate permissions were obtained by the Respondents in the year 2021 itself, the project work suffered delays entirely due to the Respondents' personal issues. The Complainant forcefully denied the Respondents' defense regarding the COVID-19 pandemic, characterizing it as a false plea fabricated merely to cover up their failure to conclude the construction work. It was highlighted that even after the COVID-19 period had passed, a period of almost three years had lapsed, yet the work remained unreasonably delayed by them. The Complainant averred that the DAGPA was entered into with a bona fide impression to meet his urgent necessities. Relying on the Respondents' promises, the Complainant had planned various developmental activities and, accordingly, borrowed debts from private financiers. The continuous delay by the Respondents resulted in severe financial loss and immense mental agony for the Complainant.

21. The Complainant fiercely rebutted the Respondents' allegations regarding his conduct and the physical status of the property. It was submitted that the Respondents falsely accused the Complainant of picking up quarrels with the workers purely to cover up the lacunas on their own part and to defame him. Regarding the pending works, it was placed on record that contrary to the Respondents' claims, the flooring tiles remained incomplete, sufficient space was indeed available for plantation, and all other pending works detailed in the original complaint remained strictly in an "as is" condition.

22. It was further submitted that the Respondents had failed to disclose any valid reason for the delay on their part, thereby demonstrating that the delay was deliberate and that they remained strictly liable to complete the work as per the DAGPA. The Complainant brought to the Authority's notice that a Memorandum of Understanding (MOU) dated May 29, 2023, was executed by the Respondents in favor of the Complainant and another landlord. Under this MOU, the Respondents explicitly agreed to complete the pending works within 90 days and demanded a refund of the advance paid by them. Believing this written promise, the Complainant paid an amount of Rs. 5,00,000/- through Cheque No. 428041, dated June 4, 2023, drawn on Canara Bank, Shankerpally. It was alleged that despite receiving the entire amounts based on these false promises, the Respondents continued to cause struggles for the innocent Complainant.

23. Detailing the financial liabilities arising from the breach, it was submitted that due to the total failure to perform the contract even after the execution of the MOU, the Respondents failed to complete the pending works by the stipulated deadline of August 30, 2023. Consequently, the Complainant asserted that the Respondents were liable to pay a monthly rent of Rs. 15,000/- per flat until the present date or until final realization. Specifically, a total amount of Rs. 7,20,000/- was claimed for Flat Nos. 203 and 402, calculated for the period from September 1, 2023, to October 30, 2025 (amounting to 24 months at Rs. 30,000/- per month for the two flats). The Complainant averred that due to the negligent and mala fide intentions of the Respondents, he had suffered a severe financial loss amounting to approximately Rs. 10,00,000/-.

24. In view of the facts stated supra, the Complainant prayed that the Respondents be held liable to pay the accrued compensation apart from completing the pending works as early as possible. Furthermore, it was prayed that the reply filed by the Respondents be completely discarded in the paramount interest of justice.

E. Points for Consideration

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

F. Observations of the Authority

26. Before delving into the merits of the respective claims, this Authority deems it necessary to clarify the consolidation of these proceedings. The Complainants in all the four cases, namely Complaint Nos. 434/2025, 465/2025, 466/2025, and 467/2025, have raised grievances pertaining to the exact same real estate project, i.e., "Fortune Residency," bearing TG RERA Registration No. P02400002984, with a stated validity from 20.05.2021 to 30.12.2026. Furthermore, the core factual matrix and the primary relief sought across all these complaints namely, the completion of pending infrastructural works and the delivery of promised amenities are identical. Therefore, to ensure consistency, avoid multiplicity of proceedings, and expedite the delivery of justice, this Authority has consolidated these matters and proceeds to pass a common order.

27. It is further pertinent to place on record the procedural status of the Respondents in these consolidated matters. While the Respondents filed a detailed Counter Affidavit and actively contested the claims in Complaint No. 434/2025, they failed to submit any written response in Complaint Nos. 465/2025, 466/2025, and 467/2025. This Authority notes that despite due service of notice and the granting of ample and repeated opportunities to present their defence, the Respondents failed to make any written submissions in the three matters. Consequently, having satisfied itself that due process was followed, this Authority set the Respondents ex-parte in Complaint Nos. 465/2025, 466/2025, and 467/2025. The Authority now proceeds to adjudicate the consolidated issues based on the pleadings, the evidence placed on record by the Complainants, and the defense raised by the Respondents in Complaint No. 434/2025.

Point I

28. Before going into the merits of the present complaints, this Authority records the undisputed factual position emerging from the record. In Complaint No. 434/25, the Complainant is a landowner as per the Development Agreement-cum-General Power of Attorney (DAGPA) dated 04.01.2020 (Document No. 99/2020) executed in favour of the Respondent. A supplementary agreement dated 28.01.2021 allotted Flat Nos. 203 and 402 to the Complainant, by virtue of which the Complainant qualifies as an "allottee" within the meaning of Section 2(d) of the RE (R&D) Act, 2016. An Occupancy Certificate has since been

issued by the Hyderabad Metropolitan Development Authority (HMDA) on 30.03.2024, vide Proceedings No. 004821/OC/HMDA/SKP/2024.

29. This Authority further notes that three connected complaints have been filed in respect of the very same project, raising an identical grievance regarding non-fulfilment of amenities and infrastructure promised under the DAGPA and the project brochure. In Complaint No. 465/25, the Complainant, Smt. Aarey Gayathri, is the allottee of Flat No. 503, having paid a total amount of Rs. 23,10,000/-. In Complaint No. 466/25, the Complainant, Sri Pantulla Vittal Reddy, is the allottee of Flat No. 403, having paid a total amount of Rs. 23,10,000/-. In Complaint No. 467/25, the Complainant, Smt. Police Swapna, w/o Sri Rajendar Reddy, is the allottee of Flat No. 202, having paid a total amount of Rs. 21,45,000/-, having purchased the said flat from Mr. Chitta Ramesh Babu and Mrs. Daggubatti Kanchana, who had in turn originally acquired the same from the landowner, Dr. Parveda Prabhakar Goud. Registered sale deeds stand executed in favour of the Complainants in Complaint Nos. 465/25, 466/25, and 467/25, and there is accordingly no dispute as to their status as "allottees" under the RE (R&D) Act, 2016. Since all four complaints arise out of the same project, involve the same Respondent, and raise a common grievance regarding non-provision of promised amenities and infrastructure, this Authority deems it appropriate to dispose of Complaint Nos. 434/25, 465/25, 466/25, and 467/25 by this common Order.

30. 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").

31. 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."

32. 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."

33. 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.

34. 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.

35. 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.

G. Directions of the Authority

36. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondents:

- 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 Residency" bearing TG RERA Registration No. P02400002984 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. Failure to comply with the above directions within the stipulated period shall attract penal action against the Respondents in accordance with Section 63 of the RE (R&D) Act, 2016.

37. 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**