

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 299 of 2024

Dated: 30th July, 2025

Corum: **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**
Sri K. Srinivasa Rao, Hon'ble Member
Sri Laxmi Narayana Jannu, Hon'ble Member

Ch. Venkateswara Rao

R/o- Door No. 2-65/AA Flat No. 718/818, Ace Altantis

Khajaguda, Hyderabad, 500089

...Complainant

Versus

M/s Green Space Properties

R/o- 6-39/1, Padmavathi Colony, Yenugonda Mahabub Nagar,

Telangana-509001

Rep. by

1.Kundeti Ravi Chandra Babu, Managing Partner

2.U. Mahesh Kumar, Managing Partner

...Respondent

The present matter filed by the Complainant herein came up for hearing on 10.04.2025 before this Authority in the presence of Complainant and Respondent in person, and after hearing the arguments, this Authority passes the following **ORDER:**

2. The present Complaint has been filed by the Complainant 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:

3. The complainant submitted that he had purchased ten plots for his personal use in the project named "Bagiratha," being developed by M/s Green Space Properties, represented by its Managing Director Sri U Mahesh Kumar and Sri Kundeti Ravi Chandra Babu. The project is located at Survey No. 18/P, Aurangabad Village, Havelighanpur Mandal, Medak Municipality District, with a total layout area of 4.04 acres. The complainant and other purchasers were induced

to invest based on the brochure and promises made by the developer regarding timely completion, full development of the layout, and provision of all listed amenities.

4. The complainant alleged that despite execution of the sale deeds between July 2021 and February 2022 for the plot no. 27, 28, 29, 30, 31, 34, 35, 36, 37 & 38, the developer has failed to complete the layout development even by October 2024. As per the DTCP Layout Permission No. TLP 93/2021/H dated 01.04.2021, the project was to be completed by 31.03.2022. However, considering the RERA guidelines, a grace period was available up to 31.03.2023. Even this extended timeline has not been adhered to. The delay is not only unjustified but has resulted in immense mental, financial, and emotional hardship for the complainant.

5. The complainant further submitted that the quality of the work completed thus far is extremely substandard and several infrastructural components remain incomplete. There is visible decay and deterioration in the layout due to lack of proper finishing and poor maintenance. The complainant has recorded video evidence of the layout's current condition, which can be produced upon request during the hearing or via email.

6. The complainant submitted that the developer's conduct reflects a blatant disregard for applicable legal obligations. As per the Telangana State rules and the Real Estate (Regulation and Development) Act, 2016, all DTCP-approved layout projects are mandatorily required to be registered under RERA. The developer, being fully aware of this legal requirement, has nevertheless failed to comply. This is not due to ignorance, as the developer is actively undertaking construction in other RERA-registered building projects such as "Greenspace Orchid, Plot 12, Flat 401," Pin code 500055.

7. The complainant stated that when questioned about the RERA compliance status of the Bagiratha project, the developer plainly responded that he would not apply for RERA registration, citing it as expensive and unnecessary for a DTCP layout. The complainant submits that such a statement is a deliberate and fraudulent misrepresentation, intended to divert funds and deliver substandard work while evading regulatory oversight.

8. The complainant also submitted that repeated attempts were made to contact the developer and seek updates and clarifications regarding the status of development and RERA registration.

Despite numerous notices and personal interactions, the developer has failed to provide any satisfactory response. The lack of transparency and refusal to communicate further aggravates the complainant's apprehensions regarding the project's viability and the developer's intentions.

9. The complainant prayed that the Hon'ble Authority may call upon the developer to explain the reasons for failure to apply for and furnish the RERA registration number of the project. If RERA registration has not been applied for, the developer should be directed to justify the violation of the mandatory statutory requirement.

B. Relief(s) Sought:

10. Aggrieved by the acts of the Respondent, the Complainant pray for the following:

- I. To complete the project (Green Space Bagiratha), as per the norms of the brochure, and get the NOC and display the DTCP Draft Layout Plan with TLP No (As per Clause 15 of the TLP of above reference)
- II. To blacklist the company Green space properties from embarking on any immediate or future layout, residential complexes, plans for period not less than 6 years or as deemed fit by the learned bench.

C. Counter Filed by the Respondent

11. The Respondent submitted the complaint filed by Sri Ch. Venkateswara Rao against GREEN SPACE PROPERTIES contains various allegations which are not true and are null and void. The Respondent stated that the construction has been completed in accordance with the guidelines and as per the agreement made with the landowner.

12. The Respondent further submitted that although the application for RERA registration was not made earlier, the same has now been submitted after attending the present proceedings. The Respondent is also submitting the receipt of payment made towards RERA registration for the kind perusal of the Authority. Photographs showing the present status of the project are also being submitted for record.

13. The Respondent also brought to the notice of the Authority that the delay in the project occurred due to the presence of two temples in the layout, which led to objections from the village residents. The landowner had to take significant time to resolve the issue amicably with the villagers, which caused the delay in the ongoing work.

14. The Respondent submitted that currently only the installation of electrical street lights and a transformer is pending. The Respondent assures the Authority that the remaining works will be completed within four months, i.e., by 15th August 2025.

15. In view of the above, the Respondent requested the Authority to drop the complaint filed against them, and stated that they would be grateful for such an action.

D. Observation of the Authority

16. The Complainant has sought for completion of the project with amenities mentioned in the brochure and sale deeds. Based on materials on records, it is evident that the Complainant has purchased the following plots in survey no. 18/ ౨(A) and 18/ ౨(AA), in the layout known as “Green Space Bhagiratha”, layout TLP no.93/2021/H, situated at Aurangabad Village, Medak Municipality, Haveli Ghanapur Mandal, Medak district.

Sl. No	Plot No	Registration Date	Plot Extent	Total Sale Consideration
1	27	05.07.2021	231	Rs.4,15,000/-
2	28	05.07.2021	201.66	Rs. 3,63,000/-
3	29	05.07.2021	201.66	Rs. 3,63,000/-
4	30	05.07.2021	201.66	Rs. 3,63,000/-
5	31	05.07.2021	201.66	Rs. 3,63,000/-
6	34	28.02.2022	235.22	Rs.4,24,000/-
7	35	28.02.2022	228.88	Rs.4,12,000/-
8	36	28.02.2022	224.88	Rs.4.04,000/-
9	37	28.02.2022	221.33	Rs.3,99,000/-
10	38	28.02.2022	289.33	Rs.3,41,000/-

17. The said project is approved by DTCP bearing No. TLP No.93/2021/H, dated 01.04.2021. The sale deeds were executed between July 2021 and February 2022, and the Complainant has

paid the full sale consideration for all the plots as evidenced by the registration records submitted. As per the brochure, the project highlights include:

- a. 40' C.C. Roads
- b. Underground drainage
- c. Underground electricity with street lights
- d. Water connection point for each plot.
- e. Avenue plantation along footpath.
- f. Grand entrance arch
- g. Lush green park developed with gym cycles.

18. Further no such date has been specified in any of the agreements for the completion of the project. The Authority notes that it has been more than three years have since the DTCP approval was obtained, and yet the Respondent has failed to complete the promised development works. The Respondent, while admitting the delay, attributed the same to local objections arising out of the presence of two temples within the layout. However, no documentary evidence has been furnished by the Respondent to substantiate this claim, nor any record of efforts made or communications exchanged with the relevant stakeholders to resolve the purported obstacle.

19. The Authorities notes that the Complainant herein has purchased the mentioned plots and the parties have executed the sale deeds whereas it is mentioned that vacant possession of the concerned plots have been handed over to the Complainant. Further, the Complainant's relief circles around completion of the project with amenities which the Respondent has assured in sale deed, such as lush green park, footpath, club house, swimming pools etc.

20. Additionally, the Respondent has failed to substantiate any verifiable evidence to rebut the specific allegations made by the Complainant regarding incomplete infrastructure, poor-quality development, and lack of transparency. While oral submissions were made during the hearing stating that the remaining works would be completed by 15th July 2025, the written submissions filed earlier mentioned a different date that is 15th August 2025; as the projected timeline for completion. This inconsistency, coupled with a lack of supporting documents, undermines the credibility of the Respondent and reflects a casual and evasive attitude toward both the legal process and the rights of the allottees.

21. In light of the above facts, it becomes imperative to assess the legal implications of the Respondent's admitted delay and ongoing non-compliance. In the view of this Authority, once the full sale consideration has been paid and the sale deeds executed, the Complainant becomes legally entitled to possession of fully developed plots along with the amenities assured at the time of sale. There lies no justifiable reason why the innocent purchaser should continue to suffer on account of the Respondent's inaction, delays, and regulatory non-compliance. The prolonged delay has not only caused financial loss to the Complainant but has also led to considerable mental agony and loss of faith in the viability of the project.

22. The Preamble to the RE(R&D) Act, 2016 makes it abundantly clear that the legislation was enacted with a consumer-centric objective to establish the Real Estate Regulatory Authority for regulating and promoting the real estate sector in an efficient and transparent manner, and above all, to protect the interests of consumers in the real estate sector. This protective intent is central to the interpretation of the RE(R&D) Act, 2016 and informs the understanding of the substantive rights and remedies available under it.

23. In furtherance of this legislative objective, the RE(R&D) Act, 2016 imposes specific obligations on promoters to ensure that the interests of allottees are not prejudiced after execution of sale deeds. Section 11 wherein mandates the promoter to be responsible for all the obligation and function implied on the promoters. Section 11(2) mandates that any advertisement or prospectus issued by a promoter shall be prominently published on the webpage. Section 12 also obligates the promoter that, where any person makes any advance on the basis of the information contained in the prospectus or on the basis of any model apartment/plot/building, as the case may be, and the promoter fails to deliver the same, the allottee shall be compensated as per law by the promoter. These two sections envisage the intention of the legislation that any such information provided by the promoter in the prospectus/brochure, he shall be obligated for the same.

24. In the present case, while it is observed that the Complainant was executed sale deeds and has paid the entire sale consideration, it is also evident that the promised amenities forming an integral part of the layout has not been completed even after a considerable lapse of time. The Respondent's failure to develop roads, underground drainage, electricity, water lines, green parks, and other amenities advertised in the brochure and promised in the executed sale deeds amounts

to a breach of this continuing statutory obligation. Mere execution of sale deeds does not discharge the promoter's responsibilities under the Act unless the promised infrastructure is actually delivered to the allottee.

25. Further, Section 14 of the RE(R&D) Act, 2016 reinforces the obligation upon the promoter to execute the project strictly in accordance with the sanctioned layout, plans, and specifications approved by the competent authority and as represented to the allottees. In the present case, the project was marketed and sold based on DTCP-approved layout plan No. TLP No.93/2021/H and the accompanying brochure, which clearly outlined amenities such as 40' C.C. roads, underground electricity, water connections, drainage, parks, and a grand entrance arch. The Complainant's investment was made in reliance upon these representations. The Respondent's failure to provide such amenities, even several years after registration of the plots, constitutes a direct violation of Section 14.

26. However, it is clarified that the Respondent is liable to complete the project strictly in accordance with the sanctioned layout and specifications approved by the competent authority. Insofar as any amenities or assurances have been made by the Respondent which are not part of the sanctioned plan or not approved by the competent authority, the Complainant shall be entitled to seek appropriate compensation in accordance with law. The promoter's obligations are co-extensive with the approved plan, and any deviation therefrom attracts liability in the form of compensation, not specific performance.

27. Moreover, the Complainant has not sought to cancel the transaction but has instead prayed for enforcement of the promises made at the time of sale. In such circumstances, the promoter cannot be permitted to alter, delay, or dilute the agreed specifications. The dual failure under Sections 11 and 14 highlights not only a dereliction of statutory duties but also demonstrates the pressing necessity for immediate regulatory intervention to ensure compliance and to safeguard the legitimate rights of the allottee.

28. Therefore, the relief sought by the Complainant to complete the concerned project under the Real Estate (Regulation and Development) Act, 2016, is found to be legally tenable. The Complainant has not chosen to withdraw from the project and continues to seek possession of the

plots with amenities mentioned in the sale deeds. Despite this, the Respondent who qualifies as a "promoter" under the RE(R&D) Act, 2016 has failed to complete the development within the agreed timeline. This failure constitutes a clear breach of the statutory obligations under the RE(R&D) Act, 2016. Accordingly, the Complainant is entitled to relief to protect his rights and interests as an allottee.

29. Further, the Complainant raised the issue of the Respondent's failure to register the concerned project under the provisions of the RE(R&D) Act, 2016. It is evident from the Brochure and the 10 sale deeds that the Respondent had advertised, marketed, booked, sold or offered for sale, or invited persons to purchase plots forming part of a real estate project without obtaining prior registration from the competent Authority, despite the project exceeding the statutory threshold of 500 square meters as stipulated under Section 3(2) of the Real Estate (Regulation and Development) Act, 2016. Therefore, the Respondent was under a legal obligation to obtain requisite approvals and register the project with this Authority prior to executing the sale deeds with the Complainant. The failure to do so constitutes a clear violation of Sections 3 and 4 of the RE(R&D) Act, 2016.

30. The Authority notes from the record that the Respondent submitted an application seeking registration of the concerned project under Section 4 of the RE(R&D) Act, 2016, only after attending the present proceedings. However, the said application was found to be incomplete and lacking several mandatory documents as required under the Telangana Real Estate (Regulation and Development) Rules, 2017. Owing to these material deficiencies, the Authority declined to process the application any further. Mere submission of a defective application after initiation of the present proceedings does not exempt the Respondent from liability under the Act.

31. In view of the admitted fact that the Respondent had marketed and sold units, and collected substantial amounts from the Complainant prior to obtaining valid registration, the Respondent is found liable for penalty under Section 59 and Section 60 of the RE(R&D) Act, 2016, for contravention of Sections 3 and 4 of the said Act respectively.

32. Therefore, considering the aforementioned provision of Section 11 & 14 of the RE(R&D) Act, 2016 this Authority is of the opinion that the Complainant, having invested a substantial sum

in anticipation of acquiring the allotted plots, has been wrongfully deprived of their rights due to the Respondent's absolute failure to execute the project as per the sanctioned plan and. Consequently, the Complainant is entitled to the relief sought.

33. While the conduct of the Respondent in the present matter reveals significant lapses in compliance with statutory obligations and has caused undue hardship to the Complainant, the Authority, taking a broader view in the interest of the allottees, notes that the Respondent has submitted before this Authority an undertaking to complete the development of the project on or before 15.08.2025. Considering this assurance, and the fact that this appears to be the first complaint of such nature received against the Respondent in relation to the said project, the Authority is of the view that it would be premature at this stage to initiate blacklisting or debarment proceedings. Accordingly, in the interest of fairness and proportionality, the Authority refrains from blacklisting the Respondent from undertaking future real estate projects.

34. However, the present order shall serve as a cautionary precedent, and in the event any further complaints or violations are brought to the notice of this Authority concerning the Respondent's conduct in the present or other projects, the matter shall be reviewed afresh, and appropriate action including debarment or blacklisting may be taken in accordance with law. The Authority shall keep this violation on record, and any recurrence shall be dealt with stringently to uphold the sanctity of the regulatory framework.

E. Directions of the Authority:

35. Based on the facts submitted, evidence on record, and the findings given thereon by us as discussed herein above, this Authority holds that the complainant is entitled to the relief as prayed by him, and the same is allowed in his favour, and the Respondent is hereby directed as follows:

- I. The Respondent is directed to complete the development of the project and hand over possession of the respective plots to the Complainant, strictly in accordance with the sanctioned plan, within a period of forty (40) days from the date of this Order.:
- II. For violation of Sections 3 and 4, the Respondent is liable for penalty under Sections 59 and 60 respectively, therefore, the Respondent is directed to pay a total penalty of Rs. 3,37,800/-(Rupees Three Lakh Thirty Seven Thousands Eight Hundred Rupees Only)

payable within 30 days in favor of TG RERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036;

- III. The Respondent hereby is also directed to comply with the directions of the Authority for registration of the Project “Bagiratha” with application no. REA01000085306 before this Authority in accordance with Section 4 of the RE(R&D) Act, 2016 and the Rules thereunder with immediate effect and till the registration is granted by this Authority, the Respondent shall, strictly, not to advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any units of the project, “Bagiratha”.
- IV. The Respondent is specifically directed to prominently display the current status of the RERA registration of the project, including the registration number once allotted, at the project site in a clearly visible location. In addition, after the registration number is allotted, the Respondent shall ensure that the same details are reflected in all future advertisements, promotional materials, brochures, digital platforms, and any other form of public communication related to the said project.
36. The Respondent shall comply with all the applicable rules and regulation and complete the project as per the sanctioned plan.
37. The Respondent is hereby informed that failure to comply with the directions issued herein shall attract further penal consequences under Section 63 of the RE(R&D) Act, 2016.
38. The complaint is disposed of with these directions. There shall be no order as to costs.

Sd/-

Sri. K. Srinivasa Rao
Hon'ble Member
TG RERA

Sd/-

Sri. Laxminaryana Jannu
Hon'ble Member
TG RERA

Sd/-

Dr. N. Satyanarayana, IAS (Retd.)
Hon'ble Chairperson
TG RERA