

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 14th October, 2026

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

Complaint No. 420/2025/TG RERA

Sri. Kambalipati Haribabu, Representing Sivom Social Welfare Association Members, Shivom's Shasra II Venture

(R/o Gajanana Enclave, Block -1, 4th floor, 401 flat, Sriram Nagar, Qutbullapur, Suchitra, Hyderabad -500055.)

...Complainant

Versus

1. Isukapatla Sambamurthy, Managing Director of M/s Sivom Projects Pvt Ltd.

(R/o Flat No. F701, Aparna One Apartment, Sheikpet, Hyderabad, 500033)

2. Penmatsa Bosu Raju

(R/o H.No. 1-85, ASR Enclave, Sanivarapupet, Eluru, West Godavari District, Andhra Pradesh -534003)

3. Penmatsa Venkataramana Raju

(Fugen infrastructures (India) Pvt Ltd, 105-Jhansi Enclave, Opp. K.S. Bakers, Bhagyanagar Society, Kukatpally, Hyderabad. Telangana, India - 500072)

4. V.S.N. Raju

(R/o H.No. 2-22/180/6/301, Neelima Homes, Jayanagar, Colony, Kukatpally, Hyderabad – 500072)

5. P. Rangaraju

(R/o Flat No-203, Diamond Estate, Block No-2. CBCID Colony, Hyderbagar, Hyderabad, Telangana State – 530085)

6. M/s Sivom Projects Private Limited (Impleaded Respondent)

(Office at Sivom Projects Private Limited, 117/3 RT, Opposite Axis Bank, SR Nagar, Hyderabad, Telangana 500038)

...Respondents

The present matter, filed by the Complainant, came up for hearing before this Authority in the presence of the Complainant and Respondent. After hearing the submissions of both parties, this Authority now proceeds to pass the following **ORDER**:

2. The present Complaint have 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 reliefs against the Respondents.

A. Brief Facts of the Case as per Form M submitted by the Complainant:

3. It was submitted before the Authority by the Complainants, acting as the members of the Sivom Social Welfare Association, that the developer, Sivom, in collaboration with the landowners, had entered into a Memorandum of Understanding (MoU). Pursuant to this, the developers conducted marketing activities, which included the distribution of a brochure, for the sale of plots in the real estate venture named "Sivom Sahasra II". It was placed on record that a tentative layout approval was obtained from the Greater Hyderabad Municipal Corporation (GHMC) in the year 2019, bearing L.P. No. 162688/05/02/2018/HO/1044, dated December 17, 2019. The approved layout comprised a total of 45 plots, out of which 5 plots were mandated to be mortgaged to the GHMC. A copy of the said GHMC layout permission was attached and placed on record.

4. The Complainants averred that they approached the developers through their marketing agent and subsequently entered into sale agreements. It was submitted that the plots were thereafter duly registered in their names. As a result, a total of 40 plots were legally registered under the buyers' names, a fact which was accurately reflected in the Encumbrance Certificate (EC). The Complainants affirmed that they were the absolute legal owners of these plots within the Sivom Sahasra II venture. It was highlighted that the owners primarily consisted of middle-class individuals, encompassing retired persons and private sector employees, who were the victims of the ongoing issue.

5. It was further submitted that, as the layout was currently operating under a tentative approval, the Complainants had explicitly requested Mr. Samba Murthy of Sivom Projects Pvt. Ltd. and the other respondents to fulfill all necessary statutory requirements in order to obtain the Occupancy Certificate (OC) and secure the final layout approval (L.P. number). The Complainants pointed out that while Mr. Samba Murthy had initiated the development work

for the venture, the said work had remained entirely incomplete and had been subjected to an inordinate delay of over six years.

6. Levelling grave allegations, the Complainants submitted that the Respondents had actively colluded with neighbouring landowners to forcibly occupy portions of the venture land. It was averred that they had maliciously damaged the boundary markers and were actively issuing threats to the legitimate plot owners. As a direct consequence of these hostile and illegal actions, the plot owners were being physically prevented from entering and accessing their own lawfully purchased plots within the venture.

B. Relief(s) Sought

7. Accordingly, the Complainant sought the following reliefs:

- i. *Direct M/s Sivom Projects Pvt. Ltd. and the landowners to develop the Sivom Sahasra II venture in accordance with the GHMC layout plan and the commitments made in the project brochure. Completion of this development is crucial to securing the Final Layout Approval and the Occupancy certificate(OC), which will allow plot owners to begin construction of their homes.*
- ii. *In the event that M/s Sivom Projects Pvt. Ltd. and the landowners fail to complete the promised layout development within the timeline specified by RERA, we seek the permission to take over and carry out the development work by ourselves (registered plot owners), in accordance with the GHMC-tentatively approved layout. We also request authorization to recover the associated costs by selling the mortgaged plots currently held with GHMC.*
- iii. *We request the protection from the respondents namely, the developer M/s Sivom Projects Pvt. Ltd. and the landowners as well as neighbouring parties, against illegal occupation/encroachment and any actions that may compromise the safety and interests of the Sivom Sahasra II plot owners. We also request safeguards against any unforeseen future developments that may adversely affect our rights and property.*

C. Counter filed by R5

8. A Counter/Reply was filed on behalf of Respondent No. 5 before the Telangana Real Estate Regulatory Authority, Hyderabad, in Complaint No. 420/2025/TG/RERA, titled Sri. Kambalipati Hari Babu & others vs. M/s SIVOM Projects Pvt Ltd. & others.

9. Detailing the brief facts of the case, it was submitted by Respondent No. 5 that he, along with the Complainant and certain other respondents, were joint owners of an undivided and unspecified extent of land admeasuring 18,755.25 sq. yds (equivalent to 3 acres 35 guntas). This land formed part of Survey Nos. 18 and 19, situated at Jeedimetla Village, Qutubullapur Mandal, Medchal-Malkajgiri District, Telangana State.

10. Respondent No. 5 placed on record the specific extents of the undivided land purchased by him and his family members through registered sale deeds. It was detailed that Sri P. Ranga Raju purchased 635.25 sq. yds (Doc. No. 11490/2009, dated 23-12-2009); Smt. P. Subhashini purchased 465 sq. yds (Doc. No. 11488/2009, dated 23-12-2009); Smt. G. Sindhu purchased 400 sq. yds (Doc. No. 11489/2009, dated 23-12-2009); Sri Kankipati Kaladhara Raju purchased 457 sq. yds (Doc. No. 17880/2017, dated 15-12-2017); Smt. Kankipati Padmalatha purchased 209 sq. yds (Doc. No. 17879/2017, dated 15-12-2017); and Sri P.V.S.R Prasad Raju purchased 300 sq. yds (Doc. No. 11493/2009, dated 23-12-2009). This constituted a total claim of 2466 sq. yds out of the undivided 18,755.25 sq. yds. It was further submitted that various other joint owners had purchased their respective extents under separate sale deeds on different dates, including M/s SIVOM Projects Pvt Ltd.

11. It was averred that Respondent No. 1, M/s SIVOM Projects Pvt. Ltd., approached Respondent No. 5, his wife, daughter, Sri Kankipati Kaladhara Raju, his wife, and Sri P.V.S.R. Prasadraju, expressing an intention to develop the entire schedule property into plots. Following due negotiations, an understanding was reached wherein they entrusted the work to Respondent No. 1 to develop their respective extents of land strictly on a development basis, subject to agreed terms and conditions.

12. Pursuant to this, and at the instance of Respondent No. 1, Respondent No. 5 and his family members executed four General Powers of Attorney (GPAs) in favour of Respondent No. 4, Sri V.S.N. Raju (Vegesna Satyanarana Raju), for the purpose of seeking layout approvals from HMDA. Furthermore, at the request of Respondent No. 1, Respondent No. 5 and his family, along with some purchasers, jointly executed two separate registered GPAs (Doc. Nos. 17/2017 and 18/2017, both dated 29-12-2017) before the Joint Sub-Registrar, Undi, West Godavari District, A.P., in favor of Respondent No. 5 (Sri Vegesna Satyanarayana Raju) to obtain necessary local authority permissions.

13. It was emphatically submitted that the authority granted under the said GPAs was strictly limited. The agent was authorized solely to appear before HMDA, GHMC, Revenue,

or Panchayat offices; sign application forms, affidavits, and vakalats for layout approvals; and appoint advocates. The GPA explicitly did not confer any power upon the attorney to alienate the property. Additionally, as Respondent No. 5 and Respondents No. 1 to 26 were joint owners, all original documents were kept securely in the custody of Respondent No. 2, Sri P. Bose Raju.

14. Respondent No. 5 submitted that the developed property remained completely undivided and unpartitioned among the parties. It was averred that some purchasers had sold away their extents to other Respondents without any formal partition. Respondent No. 5 and his family asserted that they were completely unaware of these transactions and were not parties to the said sale deeds. Consequently, it was argued that these sale transactions were legally non-binding on Respondent No. 5 and his family members.

15. Addressing the failure to partition the property by metes and bounds, Respondent No. 5 stated that legal notices were issued requesting Respondents No. 1 and 2 to come forward for partition. Despite some notices being received and others returned unserved, there was no proper response. Realizing that Respondents No. 1 and 2 were not interested in partitioning the schedule property, Respondent No. 5 and his family members filed a suit for partition and separate possession. The suit, bearing O.S. No. 57/2023, was currently pending on the file of the Hon'ble II Additional District Judge, Medchal. The plaintiffs in the said suit arrayed their claims as follows: Sri P. Ranga Raju (Plaintiff No. 1 - 635 sq. yds), Smt. P. Subhashini (Plaintiff No. 2 - 465 sq. yds), Smt. G. Sindu (Plaintiff No. 3 - 400 sq. yds), Sri K. Kaldhara Raju (Plaintiff No. 4 - 457 sq. yds), Smt. K. Padmalatha (Plaintiff No. 5 - 209 sq. yds), and Sri P.V.S.R. Prasad Raju (Plaintiff No. 6 - 300 sq. yds).

16. It was brought to the Authority's notice that while a tentative layout plan had been approved by the HMDA approximately half a decade ago, Respondents No. 1 and 2 completely failed to commence any work on the site. Since mandatory infrastructure works such as laying roads, sewerage systems, developing parks, electricity lines, and drinking water systems were not commenced as per the conditions imposed by the authority, the tentative layout plan automatically lapsed.

17. Respondent No. 5 further submitted that, in addition to the partition suit, a Writ Petition bearing W.P. No. 7510/2025 was pending before the Hon'ble High Court of Telangana, wherein status quo orders were pending in I.A. No. 1 of 2025 and I.A. No. 2/2025.

18. Finally, without prejudice to the aforementioned contentions, it was submitted that the Complainants' specific grievances had not been furnished to Respondent No. 5. Consequently, Respondent No. 5 formally reserved the right to file an additional counter if deemed necessary.

D. Rejoinder filed by Complainant to Counter of R5

19. The Complainants submitted that the present rejoinder had been filed to place on record the correct facts and to specifically deny all allegations made by Respondent No. 5, except those expressly admitted. It was stated that Respondents Nos. 2, 3, 4, and 5 had collectively approached Respondent No. 1, Sivom Projects Pvt. Ltd., represented by Sri Isukapatla Samba Murthy, for development of the scheduled property into plots. Pursuant thereto, a General Power of Attorney (GPA) and Memorandum of Understanding (MOU) were lawfully executed, authorizing Respondent No. 1 to develop and market the property. Respondent No. 1 subsequently carried out marketing and sale activities through duly issued brochures and documents, which were already on record.

20. Under this arrangement, forty (40) members of the Sivom Social Welfare Association had lawfully purchased plots in Survey Nos. 18 and 19 of Jeedimetla Village, Quthbullapur Mandal, Medchal-Malkajgiri District, under a GHMC-approved layout (Proceedings No. 162688/05/02/2018/HO/1044 dated 17.12.2019). Sale deeds for these plots were executed and registered during 2021 and 2022.

21. The Complainants further submitted that at no stage during marketing, sale, or registration had Respondent No. 5 raised any objection or dispute, despite having full knowledge and opportunity. All transactions were conducted transparently for lawful consideration, and the Respondents had derived benefits accordingly.

22. It was alleged that Respondents Nos. 2, 3, 4, and 5 had later colluded with Respondent No. 1 to defraud the purchasers by deliberately stalling layout development and initiating false disputes over Survey Nos. 18 and 19 after completion and registration of the plots in favor of bona fide purchasers. Such disputes were then under adjudication before competent authorities.

23. It was further highlighted that Respondent No. 3 (M/s Fugen Infrastructures (India) Pvt. Ltd.) had simultaneously been an active Director of Respondent No. 1, Sivom Projects Pvt. Ltd., at the time of marketing and registration activities. This dual role, evidenced by the list of active directors filed with the rejoinder, clearly established collusion and fraudulent intent on the part of the Respondents.

E. Counter filed by R2 to R4

24. Respondent No. 3, Mr. Penmatsa Venkataramana Raju, Director of M/s. Fugen Infrastructures (India) Pvt. Ltd., filed a joint counter on behalf of R2 to R4 denying all allegations made in the complaint. They submitted that the complaint was not maintainable either on facts or in law, that it was based on false and fabricated claims, and that it had been filed in collusion with Respondent No. 1 to unlawfully extract money and usurp their property. It was asserted that the Complainant and its members had no right, title, or interest in the land in question, and the entire complaint had been brought with mala fide intent to harass and to derive illegal monetary benefits under threat of litigation.

25. The Respondents contended that Respondent No. 1 had no lawful right or title over the lands in Survey Nos. 18 & 19 of Jeedimetla Village, yet had executed sale deeds in favour of the members of the Complainant's association. Invoking the principle of nemo dat quod non habet (no one can give what they do not have), the Respondents argued that such sale deeds were null and void ab initio, since Respondent No. 1 could not convey title he did not possess. They further alleged collusion between Respondent No. 1 and the Complainant's members, asserting that both parties were aware that Respondent No. 1 was not the lawful owner but nevertheless proceeded with the transactions to grab the property of the true owners, namely these Respondents and other landholders.

26. The Respondents emphasized that there were pending civil proceedings, notably O.S. No. 57 of 2023 before the II Additional District Judge, Medchal-Malkajgiri District, filed by the 5th Respondent and others against Respondent No. 1 and the members of the Complainant, seeking partition and allotment of their respective shares over a total extent of 18,755.25 sq. yds in Sy. Nos. 18 & 19. They also highlighted a pending writ petition (W.P. No. 7510 of 2025) before the Hon'ble High Court of Telangana filed by one Smt. Chilkuri Lakshmi, challenging the GHMC's layout permit No. 62688/05/02/2018/HO/1044 dated 17-12-2019, in which the High Court had ordered status quo on the tentative layout approval. These facts, they claimed, had been deliberately suppressed by the Complainant, amounting to abuse of process and constituting sufficient ground for dismissal of the complaint for lack of clean hands.

27. The Respondents stated that M/s Fugen Infrastructures (India) Pvt. Ltd. (R-3) was the lawful owner and possessor of land admeasuring 3,801.5 sq. yds in the said survey numbers, held under three registered sale deeds of 2007 and 2010, while Respondent No. 2 owned 635.25 sq. yds under Sale Deed No. 11491/2009. Several other individuals also owned land in the

same survey numbers. In 2017, these landowners, including Respondents 2–4, entered into a development arrangement with M/s Sivom Projects Pvt. Ltd. (Respondent No. 1), by executing a Memorandum of Understanding dated 22-11-2017, to jointly develop a total extent of 18,755.25 sq. yds into a plotted layout for mutual benefit. A common layout permit was thereafter issued by GHMC on 17-12-2019 in the names of all landowners, including Respondent No. 1. The Respondents clarified that this MOU was an unregistered understanding, limited only to authorizing Respondent No. 1 to pursue permissions and development works on behalf of all landowners, without transferring any proprietary or alienation rights.

28. Pursuant to the said arrangement, the landowners jointly executed two registered General Powers of Attorney (Doc. Nos. 17/2017 and 18/2017, both dated 29-12-2017) in favour of Respondent No. 4, solely to obtain necessary permissions and approvals from government authorities such as GHMC, HMDA, and Revenue Departments. These GPAs, the Respondents stressed, did not authorize any sale or alienation of land. Later, at the request of Respondent No. 1, the landowners agreed that after development, they would receive a proportionate share of 2,600 sq. yds per acre and, if the plotted area exceeded that, the excess would be divided in a 60:40 ratio between the landowners and Respondent No. 1. Respondent No. 1, however, failed to perform neither developing the layout within six months of sanction nor paying the agreed consideration by 16-06-2020 as required under clauses 4–6 of the MOU. Consequently, the MOU ceased to be operative and became unenforceable owing to Respondent No. 1's breach.

29. The Respondents asserted that some landowners later sold their undivided shares to Respondent No. 1 through fresh GPAs, and even Respondent No. 4 executed GPA No. 24540/2021 dated 02-09-2021 for 335 sq. yds with alienation powers. This, they argued, proved that even by 2021, development had not been completed. Despite knowing that Respondent No. 1 had no title or authority to sell plots, members of the Complainant's association purchased them in 2021, demonstrating mala fides and lack of bona fide purchaser status. The Respondents maintained that both Respondent No. 1 and the Complainant's members were bound by the original MOU and could not claim any independent right or title over the property.

30. The Respondents submitted that the first respondent, though one of the co-owners of the land in Survey Nos. 18 and 19 of Jeedimetla Village, was only orally permitted to coordinate the development process on behalf of all landowners and was never granted any

GPA to deal with or alienate their respective shares of land. The alleged MOU between these Respondents and the first respondent was unregistered and, therefore, did not confer any legal rights or title upon the first respondent. It was merely an understanding for limited development purposes, which the first respondent failed to fulfill, as no proper layout or infrastructure such as roads had been developed. Consequently, M/s. Sivom Projects Pvt. Ltd. (the first respondent) had no enforceable right over the property, having committed breach of the agreed terms and having engaged in malpractices and fabrication of documents in favour of third parties (members of the complainant) on the basis of a tentative GHMC layout permit dated 17.12.2019.

31. The Respondents further clarified that they, along with other co-owners, had given a limited GPA to Respondent No. 4 only for the purpose of obtaining layout permission, as most landowners resided outside the area. This GPA did not authorize him to register the project under RERA or to alienate the property. After issuance of the tentative layout permit by GHMC, Respondent No. 4's role ceased. Subsequently, he executed GPA Deed No. 24540/2021 in favour of Respondent No. 1 concerning his own undivided share, and thus, the Complainant could not allege mala fides or seek reliefs against him.

32. It was asserted that these Respondents were, in fact, the real sufferers in the transaction, as, despite the lapse of six years, their land had not been developed into a proper layout, and they had not received their due share. They also alleged that some members of the complainant, being influential individuals, were misusing their official positions to harass them by filing false criminal cases and summoning them to police stations, causing undue mental agony.

33. Finally, the Respondents contended that the Complainant had suppressed the existence of multiple pending civil and writ proceedings concerning the same property and parties. They emphasized that there was no privity of contract between the Complainant and these Respondents and that the dispute involved complex questions of ownership and title, which were beyond the jurisdiction of the RERA Authority. Hence, they prayed that the present complaint be dismissed as not maintainable and unenforceable, with compensatory costs in their favour.

F. Rejoinder filed by Complainant to Counter of R2 to R4

34. The Complainants denied all allegations and contentions made in the Counter filed by Respondents No. 2 to 4, except those that were matters of record. It was stated that the counter was false, evasive, misleading, self-contradictory, and legally unsustainable, and was aimed solely at avoiding liability by shifting responsibility onto Respondent Nos. 1 and 6, despite the fact that the landowners themselves were signatories to the Memorandum of Understanding dated 22.11.2017 and the layout application submitted before GHMC. The Complainants reiterated that the present complaint sought only completion of development of plots in terms of GHMC permission and the provisions of the RERA Act, and that they continued to hold valid agreements and registered sale deeds.

35. The Complainants submitted that they had already filed a preliminary reply to the counter of Respondent No. 5, while the response of Respondent Nos. 1 and 6, the principal developer and marketing entity who sold plots to forty purchasers and collected substantial advances from buyers of five mortgaged plots, was still awaited. It was reiterated that Respondent No. 6, M/s Sivom Projects Pvt. Ltd., represented by Respondent No. 1, was the main promoter of the project “Sivom Sahasra II,” Jeedimetla, and that all layout approvals, sale deeds, and promotional materials were issued in its name, including the sanctioned layout bearing LP No. 162688/05/02/2018/HO/1044 dated 17.12.2019. Accordingly, Respondent No. 6 was liable under Sections 2(zk), 11(4)(a), 14, and 18 of the Act, and its impleadment was essential for complete adjudication.

36. It was stated that the plot owners had formed a registered association, “Sivom Social Welfare Association,” under Reg. No. 335/2025 dated 29.03.2025, to represent the collective interests of all allottees. The present complaint was therefore maintainable under Section 31 of the Act as it concerned the promoter’s failure to complete development works, obtain final approvals, and hand over the project in accordance with sanctioned plans.

37. The Complainants submitted that the statements made by Respondents Nos. 2 to 4 were contrary to documentary evidence, including GHMC layout approval and the MoU dated 22.11.2017, both of which demonstrated their participation as landowners. Under Section 2(zk), landowners authorising development and sale were co-promoters jointly liable under Sections 11 and 18. Their claim that they were unnecessarily impleaded was untenable, especially when their names appeared in the sanctioned layout and mortgage documents submitted before GHMC.

38. The Complainants further submitted that reliance on pending O.S. No. 57/2023 and W.P. No. 7510/2025 was misconceived, as inter-se disputes between promoters and landowners did not oust the jurisdiction of this Authority, which existed to protect the rights of allottees and ensure completion of registered projects. The allegation of collusion between the Association and Respondent No. 1 was denied. The Association consisted of genuine purchasers who had paid full sale consideration and held valid registered sale deeds. Respondents 2 to 4's own admission of GHMC approval of 45 plots, including five mortgaged plots, established the existence of a real estate project within the meaning of Section 2(zn), contradicting their claims of non-involvement.

39. The Complainants further asserted that Respondents 2 to 4 had authorised Respondent Nos. 1 and 6 to alienate and sell plots through the execution of GPA documents, and the GHMC layout approval itself had been issued in the joint names of the landowners and the developer. Having allowed development and marketing activities and having benefited through the developer collecting sale consideration, Respondents 2 to 4 could not deny their own authorisation. The pending civil disputes among respondents had no bearing on the Complainants' lawful rights.

40. It was submitted that Respondents 2 to 4 had incorrectly questioned the locus of the Complainants despite the fact that Respondents 1 and 6 had executed forty registered sale deeds and collected amounts for five mortgaged plots. The Complainants, as allottees, were directly aggrieved and competent to seek relief under the Act. Respondents 2 to 4 had further admitted that even after six years the development remained incomplete, which supported the grievance raised. Their allegations regarding political influence were stated to be malicious, irrelevant, and aimed at diverting attention from their statutory obligations. The allegation that GHMC approvals were only for plotting was denied; the approvals required completion of all internal development works before registration of plots.

41. The Complainants submitted that site inspections and photographs revealed incomplete roads, drains, and amenities, establishing ongoing default under the Act. The contention that the matter was a civil dispute was denied. The issues raised pertained solely to statutory obligations under RERA relating to completion of development works, release of mortgaged plots, and obtaining final approvals under Sections 14, 18, and 19. It was further submitted that GHMC had tentatively approved the layout on 17.12.2019 and Respondent Nos. 1 and 6 had failed to fulfil the conditions for final layout approval, causing continued hardship to allottees.

42. The Complainants finally stated that Respondent Nos. 1 and 6 were fully responsible for completing all pending works, including internal roads, drains, water supply networks, sewerage, park development, street lighting, installation of transformers, rainwater harvesting, signage, and all other obligations listed in the rejoinder, along with obtaining final layout approval, release of mortgaged plots, registration of the project and updating the project status on the RERA portal. They sought necessary directions for completion of the project, fixation of timelines, recognition of joint liability of Respondents Nos. 2 to 5, and continuation of adjudication irrespective of pending civil or writ proceedings.

G. Reply to Show Cause Notice filed by R2 to R4

43. A reply had been filed on behalf of Respondent Nos. 2 to 4 by Sri Penmatsa Venkataramana Raju, Director of M/s. Fugen Infrastructures (India) Pvt. Ltd. The Deponent solemnly affirmed that he was Respondent No. 3 in the show cause notice dated 01-09-2025, which had been received by his counsel on 05-12-2025. It was stated that the reply was being filed on his own behalf as well as on behalf of Respondent Nos. 2 and 4, as the issues involved were common and interconnected.

44. It was categorically denied that the promoters and developers, namely Sivom Projects Pvt. Ltd., P. Bose Raju, P. Venkataramana Raju, VSN Raju, and P. Ranga Raju, had advertised, marketed, sold, or offered for sale plots in the project "Sivom Sahasra-II" without registration under TG-RERA, thereby violating Sections 3(1) and 4(1) of the Real Estate (Regulation and Development) Act, 2016. The said allegations were termed false, misleading, and contrary to the documentary evidence and the terms of the Memorandum of Understanding dated 22-11-2017.

45. Detailing the ownership of the subject lands, it was submitted that M/s. Fugen Infrastructures (India) Pvt. Ltd. was the absolute owner and possessor of land admeasuring 952 Sq. Yds, 1708.5 Sq. Yds, and 1141 Sq. Yds situated in Survey Nos. 18 and 19, Jeedimetla Village, Quthbullapur Mandal, Medchal-Malkajgiri District, by virtue of registered Sale Deeds dated 03-03-2010 (No. 1674/2010), 04-03-2010 (No. 1757/2010), and 14-09-2007 (No. 15904/2007). Similarly, it was placed on record that Respondent No. 2 was the owner and possessor of 635.25 Sq. Yds in the same survey numbers by virtue of a registered Sale Deed dated 23-12-2009 (No. 11491/2009).

46. It was averred that in the year 2017, a total extent of 18,755.25 Sq. Yds belonging to 24 separate landowners had been proposed to be jointly developed through an unregistered

Memorandum of Understanding dated 22-11-2017, which had been executed solely for development purposes. Pursuant to the said MOU, limited Special General Powers of Attorney were executed in favor of Respondent No. 4, authorizing representation before GHMC authorities strictly for the purpose of obtaining layout approval. Consequently, Respondent No. 1 of the show cause notice, along with the special power of attorney holder (Respondent No. 4), obtained a layout permit from the Commissioner, GHMC, vide Proceedings No. 162688/05/02/2018/HO/1044 dated 17-12-2019, in the joint names of all individual landowners under one consolidated layout permit.

47. It was contended that the Memorandum of Understanding was an unregistered document entered into merely as an understanding to pursue development works through Respondent No. 1 on behalf of all individual landowners, as they resided in various places far away from the subject lands. It was argued that the alleged MOU did not confer any absolute rights upon Respondent No. 1, as it was conditional upon fulfilling the specific terms and conditions envisaged therein.

48. The Respondents submitted that two registered GPAs bearing Document Nos. 17/2017 and 18/2017 dated 29-12-2017 had been executed in favor of Respondent No. 4 exclusively for obtaining statutory approvals. It was emphatically stated that the said GPAs did not authorize the alienation or sale of the land under any circumstances. It was explained that Respondent No. 1, being one of the neighbouring landowners, had proposed a common layout development scheme, wherein the agreed consideration was 2600 sq. ft. Yds per acre, with a sharing ratio of 60:40, applicable only to the excess plotted area. Under this arrangement, Respondent No. 1 was required to complete the development within six months from the date of layout sanction and pay the consideration by 16-06-2020.

49. However, it was alleged that Respondent No. 1 had miserably failed to fulfill these obligations, had failed to develop the land as per the layout permit, and had failed to deliver the respective shares to the individual landowners, thereby breaching the terms of the MOU. As a result, it was submitted that the MOU had ceased to be in force. It was brought to the Authority's notice that several disputes had arisen, and a civil suit, O.S. No. 57/2023, was presently pending before the Hon'ble II Additional District Judge, Medchal-Malkajgiri District. The Respondents specifically asserted that Respondent No. 1 had committed numerous unlawful acts without any authorization from Respondent Nos. 2, 4, 5, and others, by entering

into agreements and sale deeds with third parties and members of the Complainant association in CC No. 420/2025.

50. The Deponent categorically stated that Respondent Nos. 2 and 3 had never authorized Respondent No. 1 to advertise, market, sell, or offer any plots for sale, and thus they did not fall within the definition of "promoters" under the Act. It was emphasized that their signatures did not appear on any of the alleged sale deeds or agreements and that they had not received any consideration. On the contrary, it was submitted that they had suffered substantial financial loss and had been denied the enjoyment and receipt of their lawful share of the land.

51. In view of these submissions, it was respectfully argued that Respondent Nos. 2 to 4 had not violated Sections 3(1) or 4(1) of the Real Estate (Regulation and Development) Act, 2016, and were therefore not liable under Sections 59 or 60 of the Act. Consequently, it was prayed that the Hon'ble Authority be pleased to drop the proceedings initiated against Respondent Nos. 2 to 4, especially noting the specific fact that Respondent No. 4 owned only 335 Sq. Yds, an extent which fell below the statutory threshold requiring registration.

H. Points for Consideration

52. After considering the facts stated and submissions made by both parties, the following questions arise before this Authority:

- I. Whether the project "Sivom Sahasra II", situated in Survey Nos. 18 and 19 of Jeedimetla Village, Quthbullapur Mandal, Medchal-Malkajgiri District, was required to be registered under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, and if so, whether there has been a violation of the said provisions? Further, which of the Respondents are liable for such violation?
- II. Whether the Complainants are entitled to the reliefs sought in the present Complaint, and if so, to what extent?

I. Observations of the Authority

Point I

53. Before proceeding to examine the facts, it is necessary to advert to the relevant statutory provisions. Section 2(zk) of the RE(R&D) Act, 2016 defines "promoter" as:

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder.

54. Section 3(1) of the RE(R&D) Act, 2016 categorically mandates as follows:

"No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act."

55. Section 4(1) of the Act further provides that every promoter shall make an application to the Authority for registration of the real estate project in such form, manner, within such time, and accompanied by such fee, as may be prescribed, prior to advertising, marketing,

booking, selling, or offering for sale, or inviting persons to purchase, in any manner, any plot, apartment, or building in any real estate project, or part of it.

56. Turning to the facts of the present case, it is an undisputed and admitted position on record that a tentative layout approval was obtained from the Greater Hyderabad Municipal Corporation (GHMC), bearing Proceedings No. 162688/05/02/2018/HO/1044 dated 17.12.2019, in respect of land admeasuring 18,755.25 sq. yds (Ac. 3.35 Guntas) situated in Survey Nos. 18 and 19 of Jeedimetla Village, Quthbullapur Mandal. It is further an admitted fact that the said GHMC layout permission was obtained in the joint names of all the individual landowners, including Respondent No. 6, M/s Sivom Projects Pvt. Ltd., represented by Respondent No. 1. It is equally undisputed that the project "Sivom Sahasra II" was never registered with this Authority under the RE (R&D) Act, 2016, despite 40 plots having been sold and registered in favour of the members of the Complainant Association during the years 2021 and 2022, as is reflected in the Encumbrance Certificates pertaining to the respective plots. The total number of plots in the layout, being 45, and the total extent of the land, being approximately 18,755.25 sq. yds, both manifestly exceed the thresholds of 8 plots and 500 square meters prescribed under Section 3(2)(a) of the Act for exemption from mandatory registration, and the project was therefore required to be mandatorily registered under Section 3(1) of the Act prior to any marketing, booking, or sale activity.

57. The question that now falls for determination is which of the Respondents bear the specific statutory obligation to have registered the project, and are accordingly liable for the failure to do so.

58. In this regard, this Authority considers it essential to examine the scope of the General Powers of Attorney executed by the landowners. It is an admitted and documented fact on record that the landowner-Respondents, including Respondent Nos. 2 to 5, executed two separate registered General Powers of Attorney bearing Document Nos. 17/2017 and 18/2017, both dated 29.12.2017, before the Joint Sub-Registrar, Undi, West Godavari District, in favour of Respondent No. 4, Sri V.S.N. Raju. Additionally, further registered General Powers of Attorney were executed in 2018, being Document Nos. 1/2018 and 2/2018 dated 03.01.2018 and 03.04.2018 respectively, registered at SRO Quthbullapur, also in favour of Respondent No. 4. The mortgage deed executed in favour of the Greater Hyderabad Municipal Corporation, bearing the details of the landowners and their GPA holder, further corroborates the scope and nature of the authority so conferred.

59. A perusal of the said General Powers of Attorney, as placed on record, reveals that the authority conferred upon Respondent No. 4, Sri V.S.N. Raju, was specifically and expressly delineated as follows: first, to appear before the authorities of HMDA, GHMC, Revenue Office, Village Panchayat Office, or any other office pertaining to the State or Central Government or any other authority, and to represent in all respects; and second, to sign all documents, papers, agreements, affidavits, application forms, vakalaths, receipts, and declarations for the purpose of getting the necessary approvals for the layout from GHMC. In short, the GPA was comprehensive in scope insofar as obtaining statutory approvals for the layout was concerned, and Respondent No. 4 was the designated and duly authorised representative of all the landowners for the purpose of procuring all required statutory sanctions and approvals pertaining to the project.

60. It is in this context that the specific obligation to register the project under the RE (R&D) Act, 2016 must be examined. Section 3(1) of the Act places the obligation to obtain prior registration squarely upon the "promoter" before any marketing or sale activity is undertaken. Section 4(1) of the Act further mandates that it is the promoter's obligation to make an application for registration. Registration under the Act is a statutory approval it is a sanction of the highest order under the real estate regulatory framework, required before any sale, marketing, or booking in the project can take place. Given that Respondent No. 4 was specifically and expressly empowered under the registered GPAs to obtain all necessary approvals for the layout from GHMC and all other statutory authorities, and to sign all forms, applications, affidavits, and declarations in connection therewith, the obtaining of RERA registration being a mandatory statutory approval required for the commencement of marketing and sale of the project fell directly and squarely within the scope of the authority conferred upon him. Respondent No. 4, being the authorised representative of the landowners for the purpose of obtaining statutory approvals, was therefore under a specific and identifiable obligation to ensure that the project was registered with this Authority before marketing and sale activities were commenced.

61. Respondent No. 1, Sri Isukapatla Sambamurthy, being the Managing Director of Respondent No. 6, M/s Sivom Projects Pvt. Ltd., was the principal promoter and developer of the project. It was established on record that Respondent No. 6 undertook the development of the project, issued the brochure, marketed the plots, and procured the execution and registration of forty sale deeds in favour of the members of the Complainant Association during 2021 and 2022. Furthermore, an examination of the mortgage deed revealed that Respondent No. 6, M/s

Sivom Projects Pvt. Ltd., represented by its Managing Director, Sri Isukapatla Sambamurthy, stood as one of the mortgagors. It was further placed on record that Sri Isukapatla Sambamurthy acted as the General Power of Attorney Holder for Sri Vegesna Satish Kumar and Sri Vegesna Ramesh Raju (vide Document No. 20018/2018, dated 07.09.2018, registered at S.R.O., Quthbullapur. These registered instruments explicitly authorized him to obtain all necessary statutory approvals. Coupled with the provisions of the Memorandum of Understanding (MoU), which comprehensively authorized him to develop the project, Respondent No. 1 and Respondent No. 6 bore the direct statutory obligation to register the project before commencing marketing and sale activities. Respondent No. 1 has been arrayed in the present proceedings in his personal and individual capacity, and not merely as a nominal representative of Respondent No. 6. Independently of his position as Managing Director, Respondent No. 1 in his own name held a General Power of Attorney from Sri Vegesna Satish Kumar and Sri Vegesna Ramesh Raju (Document No. 20018/2018, dated 07.09.2018, registered at S.R.O., Quthbullapur), and thereby squarely falls within the description of a person who "claims to be acting as the holder of a power of attorney from the owner of the land... for sale" under Section 2(zk)(v) of the Act, rendering him a promoter in his individual capacity as well. Therefore, Respondent No. 1 is personally liable, both in his individual capacity and as Managing Director of Respondent No. 6, jointly with Respondent No. 6, for the failure to comply with the mandatory registration requirements under Sections 3 and 4 of the Act.

62. As regards the remaining landowner-Respondents, namely Respondent No. 2, Sri Penmatsa Bosu Raju, Respondent No. 3, Sri Penmatsa Venkataramana Raju, and Respondent No. 5, Sri P. Rangaraju, this Authority notes that these Respondents executed the General Powers of Attorney in favour of Respondent No. 4 specifically for the purpose of obtaining statutory approvals, and that the development and sale activities were carried out by Respondent No. 6 under Respondent No. 1's management and direction. The responsibility for obtaining statutory approvals, including RERA registration, having been specifically entrusted to Respondent No. 4 through the registered GPAs, and the marketing and sale having been carried out exclusively by Respondent Nos. 1 and 6, Respondent Nos. 2, 3, and 5 cannot be held specifically liable for the failure to obtain RERA registration, as the power to do so was never vested in them. Accordingly, for the limited purpose of determining liability for non-registration under Sections 3 and 4 of the Act, this Authority confines its finding of liability to Respondent No. 1, Respondent No. 4, and Respondent No. 6. This finding, however, does not prejudice any other consequence that may flow from the inter se arrangements between the

landowner-Respondents and the developer, which remain to be adjudicated in the appropriate forum.

63. Accordingly, this Authority holds that the project "Sivom Sahasra II" was statutorily required to be registered under Sections 3 and 4 of the RE(R&D) Act, 2016, and that its advertisement, marketing, and sale without such registration constitutes a clear violation of the said provisions. Respondent No. 6, represented by Respondent No. 1, as the principal developer and promoter of the project, Respondent No. 1 in his individual capacity as a promoter under Section 2(zk)(v) of the Act, and Respondent No. 4, Sri V.S.N. Raju, as the duly authorised GPA holder of the landowners specifically empowered to procure all statutory approvals for the project, are held jointly liable for the said violation. The Secretary, TG RERA, is accordingly directed to initiate proceedings for imposition of penalty upon Respondent No. 1, Respondent No. 4, and Respondent No. 6 under Section 59 of the RE (R&D) Act, 2016 for violation of Sections 3 and 4 of the RE(R&D) Act, 2016. Point I is answered in the affirmative to the aforesaid extent.

Point II

64. Having recorded its findings on the question of violation under Point I, this Authority now proceeds to examine whether the Complainants are entitled to the reliefs sought, and in particular, whether a direction for completion of development of the project can be issued in the present proceedings.

65. In this regard, this Authority is constrained to take note of the following proceedings that have a direct and decisive bearing on the very foundation of the project "Sivom Sahasra II" and on this Authority's ability to issue effective and enforceable directions for completion of development.

66. First, the tentative layout approval granted by GHMC vide Proceedings No. 162688/05/02/2018/HO/1044 dated 17.12.2019, which constitutes the sole statutory basis upon which the project was conceived, developed, and marketed, has been challenged before the Hon'ble High Court of Telangana at Hyderabad in W.P. No. 7510 of 2025, filed by one Smt. Chilkuri Lakshmi, claiming to be the owner of adjoining land in Survey No. 29/UU of Jeedimetla Village. The Petitioner therein has alleged that the draft layout was sanctioned without conducting a proper survey, without physical verification of boundaries and possession, and without taking cognizance of the existence of a NALA within the subject land. The Hon'ble High Court, vide its order dated 12.03.2025, while issuing notice before admission

to the developer and related respondents therein, directed GHMC and the Chief City Planner, GHMC, to act upon the representation of the Petitioner therein dated 03.12.2021 after affording opportunity of hearing to all concerned. Pending consideration of the said representation, the Hon'ble High Court specifically directed that "status quo, obtaining as on today, shall be maintained in respect of tentative layout approved on 17.12.2019 in File No. 162688/05/02/2018/HO/1044." The said Writ Petition remains pending before the Hon'ble High Court and has not been finally disposed of.

67. Second, pursuant to the directions contained in the order dated 12.03.2025 of the Hon'ble High Court, the representation dated 03.12.2021 filed by the Petitioner therein is now pending consideration before GHMC, and proceedings have been initiated before GHMC for review of the tentative layout sanction. The outcome of the said proceedings before GHMC shall determine whether the tentative layout permission dated 17.12.2019 continues to subsist, is modified, or is revoked. It does not appear from the material on record that these proceedings before GHMC have been concluded.

68. Third, a civil suit for partition and separate possession, being O.S. No. 57 of 2023, filed by Respondent No. 5 and his family members before the Hon'ble II Additional District Judge, Medchal-Malkajgiri District, pertaining to the same land admeasuring 18,755.25 sq. yds. in Survey Nos. 18 and 19, also remains pending, and no final decree has been passed therein. The outcome of the said suit shall determine the respective shares and entitlements of the co-owners of the underlying land, which has a direct bearing on the question of who is entitled to develop the property and to what extent.

69. This Authority finds that the three proceedings adverted to above go to the very root and foundation of the project "Sivom Sahasra II." The tentative layout approval dated 17.12.2019, which is the sole statutory sanction upon which the development of the project rests, is currently under challenge and is subject to a status quo order passed by the Hon'ble High Court of Telangana. The proceedings pending before GHMC pursuant to the High Court's direction may result in the review, modification, or revocation of the said layout approval. The partition suit pending before the competent Civil Court may result in a re-determination of the rights of the co-owners of the underlying land. This Authority cannot issue directions that would either anticipate the outcome of these proceedings or place any party in breach of orders passed by a higher forum.

70. For the aforesaid reasons, this Authority is of the considered view that it would not be appropriate or permissible, in the present circumstances, for this Authority to make any directions for completion of the development of the project "Sivom Sahasra II" or for obtaining

the final layout approval, pending the final determination of W.P. No. 7510 of 2025 before the Hon'ble High Court of Telangana, the proceedings initiated before GHMC pursuant to the directions therein, and the civil suit O.S. No. 57 of 2023 before the competent Civil Court. The relief sought by the Complainants for completion of the development of the project is accordingly not capable of being granted at this stage, and the complaint is disposed of on that basis, leaving the rights of the Complainants fully open to be asserted afresh before this Authority upon the final determination of the pending proceedings.

71. With regard to Relief (ii) sought by the Complainants, namely permission to themselves undertake the balance development work and to recover costs by selling the mortgaged plots held with GHMC, this Authority is not inclined to grant the said relief. The plots mortgaged to GHMC are held as security for due compliance with the conditions of the layout sanction, and any direction permitting the Complainants to privately sell such plots would directly affect the rights of GHMC, which is not a party before this Authority. Further, in view of the status quo order in W.P. No. 7510 of 2025 and the pending proceedings before GHMC in respect of the layout sanction itself, no direction involving the mortgaged plots can be issued at this stage. Relief (ii) is accordingly declined.

72. Further, relief (iii) seeks protection against illegal occupation, encroachment, and threats allegedly caused by the Respondents in collusion with neighbouring landowners. This Authority notes that maintenance of law and order, prevention of trespass, and protection of persons from threats are matters falling within the domain of the jurisdictional police and, where title or possession is disputed, the competent Civil Court, and do not fall within the regulatory and adjudicatory powers conferred on this Authority under the Act. This Authority cannot issue directions in the nature of police protection. Complainants are at liberty to seek appropriate protective and criminal-law remedies before the jurisdictional police and/or the competent Civil Court in respect of the specific acts of encroachment and threat complained of, and nothing in this order shall be construed as a finding on, or as prejudicing, any such proceedings. Relief (iii) is accordingly disposed of in these terms.

J. Directions of the Authority

73. In light of the discussions, findings, and observations made hereinabove, this Authority, by virtue of the powers vested in it under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, proceeds to issue the following directions:

- i. The Secretary, TG RERA, is directed to take steps for imposition of penalty upon Respondent No. 1, Respondent No. 4, and Respondent No. 6, under Section 59 of the RE (R&D) Act, 2016 for violation of Sections 3 and 4 of the RE(R&D) Act, 2016.
 - ii. The relief sought by the Complainants for completion of the development of the project "Sivom Sahasra II" is not being granted at this stage, having regard to the pendency of W.P. No. 7510 of 2025 before the Hon'ble High Court of Telangana, the proceedings pending before GHMC pursuant to the directions therein, and O.S. No. 57 of 2023 pending before the Hon'ble II Additional District Judge, Medchal-Malkajgiri District, the outcome of which shall be determinative of the very foundation and viability of the project. The Complainants are at liberty to approach this Authority afresh for appropriate directions upon the final determination of the said proceedings.
74. The Complaint is disposed of accordingly. No order as to cost.

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

TELANGANA REAL ESTATE REGULATORY AUTHORITY