

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 256 of 2025

3rd November 2025

Quorum:

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

Venkata Krishna Moorthy Kavaturu

*Plot. No. 2,5 Omkarnagar, Phase-II,
Nagarjuna Sagar Road, Hyderabad-500074*

... Complainant

Versus

M/s. Ramanuja Temple county Pvt. Ltd.,

*Rep by its M.D. Koteshwara Rao Machineni
H.No. 19, Sai Sadan, Road No. 1,
R.T.C. Colony, Near Saibaba Temple,
Benz Circle, Vijayawada-520008*

... Respondent

The present matter filed by the Complainant herein came up for final hearing on 26.08.2025 before this Authority in the presence of Complainant and none appeared on behalf of the Respondent, despite multiple opportunities given to them to appear before the bench, hence they were set ex-parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass 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 "RE (R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "TG RE (R&D) Rules") seeking appropriate relief(s) against the Respondent.

A. Brief facts of the case:

3. The Complainant submitted that the Respondent had proposed to construct certain commercial suite apartments situated in Survey Nos. 239/A, 239A1/2, 239A1/3, and 239/A3 at Saidapur Village, near Yadagirigutta, Yadadri-Bhuvanagiri District, Telangana State (near Hyderabad), by promising good returns.

4. The Complainant alleged that the Respondent distributed pamphlets exhibiting the photographs of the proposed apartments detailing the size measurements such as 1 BHK - 481 sq. ft. and 2BHK - 725 sq. ft., and represented that the said units would fetch an amount Rs.10,000/-, Rs.13,000/- and Rs.15,000, Rs.18,000/- respectively with a rental guarantee.

5. The Complainant further stated that, the displayed a pamphlet highlighting certain attractions to secure investments from customers. Whereas, the complainant paid an amount of Rs.3,00,000/- by paying Rs.10,000/- on 01-05-2022, Rs.2,00,000/- on 24-05-2022, and Rs.90,000/- on 13-07-2022. The Complainant enclosed copies of the receipts acknowledging the said payments.

6. The Respondent initially remitted certain amounts to Complainant bank account towards monthly interest, namely Rs.1,123/- on 01-06-2022, Rs.1,123/- on 30-06-2022, Rs.1,605/- on 31-08-2022, Rs.1,605/- on 30-09-2022, Rs.1,605/- on 01-11-2022, Rs.1,605/- on 02-12-2022, Rs.1,604/- on 10-01-2023, and Rs.1,605/- on 02-02-2023, but thereafter stopped making further payments without any justification. Further, the Complainant stated that the Respondent executed an Agreement of Sale dated 23.06.2022 on a Non-Judicial Stamp Paper for a total consideration of Rs.28,00,000/-, but despite repeated requests, failed to perform his obligations under the said agreement.

7. Further, the Complainant stated that upon suspecting the Respondent's conduct and his intention to defraud, he addressed two letters dated 19-09-2023 and 09-11-2023 requesting refund of the invested amount, citing personal difficulties. The first letter was duly acknowledged by the Respondent's Hyderabad office, which was subsequently vacated, while the second letter was returned unserved with postal remarks as "Unclaimed."

8. Moreover, the Complainant had also sent several text messages on 17-05-2023, 05-06-2023, 20-06-2023, 21-06-2023, 02-09-2023, 15-10-2023, 19-03-2024, 08-05-2024, 15-07-2024, and 06-05-2024, requesting refund of his investment, but the Respondent failed to respond to any of them.

9. The Complainant stated that he even personally met the Respondent at his residence in Vijayawada and explained his financial distress, but no action was taken by the Respondent to redress the grievance or return the invested amount. Despite his consistent efforts, all his attempts proved futile, and he lost hope of recovering his hard-earned money. Additionally, the Complainant finally stated that he is not the sole victim of the Respondent's fraudulent

conduct, as several other individuals have also been deceived and have lost lakhs of rupees in connection with the said project.

B. Relief(s) Sought:

10. In view of the facts mentioned above, the complainant sought for the following reliefs:

- a. To instruct the Respondent to refund the amount along with compound interest at the rate of 24% per month till date.
- b. It is requested to arrange for the payment of the interest amount from the date of stoppage of payment of the said interest till date.
- c. It is requested to arrange for compensation for the period during which the Complainant suffered humiliation.

C. Observations and findings of the Authority:

12. In the present case, notice was issued on 04.07.2025 directing the Respondent to file a counter and appear before this Authority on 05.08.2025. Despite due service, the Respondent remained absent on multiple occasions. Upon refusal to receive the notice, service was effected by affixture at the Respondent's residence situated at Vijayawada. Thereafter, this Authority ordered substituted service, and the Complainant duly effected service through registered post as well. Despite due service of notice, including the Show Cause Notice also issued which pertains to the project "Sri Ramanuja Temple County Pvt. Ltd.," the Respondent neither appeared before this Authority nor filed any counter or explanation. No justification for such continued non-appearance or non-compliance was forthcoming. Accordingly, this Authority, being satisfied with the sufficiency of service and the material available on record, proceeded to adjudicate the matter ex parte on 26.08.2025.

13. This Authority now proceeds to examine the issue of whether the Respondent has contravened the mandatory registration requirement under Section 3 of the Real Estate (Regulation and Development) Act, 2016. Section 3(1) of the Real Estate (Regulation and Development) Act, 2016, imposes a categorical bar against *any promoter advertising, marketing, booking, selling, or offering for sale any plot, apartment, or building in a real estate project without prior registration of the project with the Real Estate Regulatory Authority*. Registration under the RE(R&D) Act, 2016 ensures that a project adheres to essential regulatory safeguards including sanctioned plans, lawful title, financial prudence,

and declared timelines, thereby serving the larger objectives of consumer protection and transparency in the real estate sector.

14. The only statutory exemption to the mandate under Section 3(1) of the RE(R&D) Act, is provided in Section 3(2) of the RE(R&D) Act, 2016 which exempts projects where the land proposed to be developed does not exceed 500 square meters or the number of apartments *does not exceed eight*. However, in the present case, the documentary evidence available on record clearly establishes that the scheduled property admeasures an extent of 9 acres and comprises 1,080 commercial suite apartments, which equates to approximately 36,421 square meters. Therefore, the said project squarely falls within the ambit of Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 and does not qualify for exemption under Section 3(2) of the RE(R&D) Act thereof. Consequently, registration of the project with the Authority was a mandatory pre-condition prior to undertaking any form of advertisement, marketing, agreement, or collection of advances from allottee.

15. The relevant portion of Section 3(1) of the RE (R&D) Act is extracted below for reference:

“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: Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act.”

16. In the present case, a careful scrutiny of the material on record shows that the Respondent advertised and marketed the project, without obtaining requisite registration or approvals as mandated by the RE(R&D) Act. It is further evidence that the Respondent executed an Agreement of Sale dated 23.06.2022 with the Complainant in respect of a 2BHK unit, DB-1, Flat No.12, First Floor, admeasuring 725 sq. ft., in the project named as “*Sri Ramanuja Temple County Pvt. Ltd.*” and collected an advance amount towards part payment of the total sale consideration of Rs.28,00,000/-.

17. Additionally, the Complainant has submitted the bank statements substantiating that the Respondent had initially remitted certain monthly returns to his account, thereby

establishing that commercial and financial transactions had indeed taken place between the parties pursuant to the said agreement under the pretext of a rental guarantee scheme. Engaging in commercial activities such as advertising, soliciting bookings, executing agreements, and receiving amounts towards the total sale consideration from allottee, without obtaining prior registration of the project with the Authority, constitutes a clear and willful contravention of Section 3(1) of RE (R&D) Act, 2016.

18. Accordingly, this Authority holds that the project undertaken by the Respondent squarely falls within the ambit of RE (R&D) Act, 2016, and that the Respondent's conduct does not constitute an isolated lapse in the present case but reveals a continuing modus operandi which undermines the very objectives of transparency, accountability, and consumer protection envisaged under the said Act.

19. Further, the Complainant in the Form - 'M' complaint, has stated that he paid a total amount of Rs.3,00,000/- to the Respondent towards part of the sale consideration for the said flat. However, a perusal of the Agreement of Sale dated 23.06.2022 reveals a discrepancy in the payment details, as the said document records that an amount of Rs.5,10,000/- was received by the Respondent from the Complainant towards advance payment.

20. The Complainant has enclosed copies of certain payment receipts evidencing payment of an amount of Rs. 2,10,000/-, along with extracts of bank statements reflecting a transfer of Rs. 90,000/- to the Respondent. However, no further documentary evidence has been placed on record to substantiate the payment of the remaining amount as paid. Likewise, no conclusive proof has been furnished establishing the total quantum of consideration stated in the Agreement of Sale.

21. Further, the Complainant has also placed on record a copy of a Sale Deed dated on 22.01.22 purportedly executed in favour of the Respondent in respect of a portion of the project land. However, the said document is incomplete, and the operative clauses of the said Sale Deed are missing. The only available page reflects a reference to land in Survey No. 239A1/3, without disclosing the essential recitals, consideration particulars, or the nature of the transaction. In the considered view of this Authority, there appears to be a possibility that the said Sale Deed and the Agreement of Sale executed between the parties may be interlinked transactions wherein the Complainant has sold a portion of the project land to the Respondent and, almost contemporaneously, entered into an Agreement of Sale for purchase of a unit in the same project. However, owing to the incomplete and fragmented nature of the

documents furnished, this Authority is unable to clearly ascertain the underlying arrangement or the mutual obligations flowing therefrom.

22. Though the Agreement of Sale placed on record prima facie establishes that the Complainant was allotted a residential unit in the said project and, therefore, falls within the definition of an 'allottee' under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the Authority notes that the total consideration paid towards such allotment, and the interrelation of the said Agreement with the Sale Deed executed in respect of part of the project land, remain unclear. In the absence of complete and coherent documentary evidence to ascertain the nature of these transactions and reconcile the total consideration paid, the Authority finds it premature to proceed with the claim for refund. The quantum of consideration paid and interlinkage between the land sale and unit allotment remain unclear due to incomplete records.

23. Accordingly, the Authority deems it appropriate to grant the Complainant liberty to file a fresh complaint in Form 'M', enclosing all requisite supporting evidence including (i) complete payment receipts, (ii) detailed bank transaction statements, (iii) the full and legible copy of the executed Sale Deed, and (iv) any correspondence or documentary proof substantiating the total consideration paid, so as to enable proper adjudication on merits.

24. In view of the foregoing, the present complaint stands disposed of with liberty to the Complainant to refile in accordance with the prescribed procedure, upon submission of the complete documentary record as directed herein.

D. Directions of the Authority:

25. In light of the findings of the Authority as recorded above, the following directions are issued under Section 37 of the RE(R&D) Act to ensure compliance with the obligations imposed upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the RE(R&D) Act:

- i. The Respondent is hereby prohibited from advertising, marketing, booking, selling, or offering for sale any plot, apartment, or building in any real estate project without obtaining prior registration of the said project with the Telangana Real Estate Regulatory Authority (TG RERA). The Secretary, TG RERA, is directed to initiate appropriate steps for imposition of penalty against the Respondent for contravention

of Sections 3 of the RE(R&D) Act, 2016, read with Sections 59 of the said Act, subject to the approval of the Authority.

- ii. The Complainant hereby directed to file a fresh complaint in Form - 'M' along with all requisite documentary evidence substantiating the total amount paid to the Respondent, to enable proper adjudication on merits.
26. Failure to comply with this Order shall attract Section 63 of the RE(R&D) Act, 2016.
27. In light of the above findings and directions, the present complaint stands disposed of.

Sd/-

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

Sd/-

**Sri. Laxmi Naryana Jannu,
Hon'ble Member
TG RERA**

Sd/-

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

