BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

Dated: 04.11.2026

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

Complaint No. 813 of 2025

Between:
Pandugu Prem Kumar, S/o P Sailu,
R/o. Plot No.223, Shabashpally,
Vemulawada Mandal, Karimnagar District,
Telangana- 505402. **…..Complainant**

Complaint No. 814 of 2025
Siripuram Sagar, S/o S Bhoomaiah,
R/o. H No.2-81/15/A2, Asif Nagar Village,
Kothapally Mandal, Karimnagar District,
Telangana- 505401. **…..Complainant**

Complaint No. 815 of 2025
Deekonda Sharath Kumar, S/o D Laxinarayana,
R/o. H No.2-71/1, Asif Nagar Village,
Kothapally Mandal, Karimnagar District,
Telangana- 505401. **…..Complainant**

Versus
BhuvanTeza Infra Projects Private Limited,
Represented by its Managing Director, Ch Venkata Subramanyam,
Office address at Flat No. 201, 2nd Floor,
Lumbini Amrutha Chambers, Nagarjuna Circle, Road No. 3
Banjara Hills, Hyderabad- 500082

…..Respondent

COMMON ORDER

These complaints have been filed under Section 31 of the Real Estate (Regulation and 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 "Rules") in respect of project 'Happy Homes' seeking directions from this Authority to take action against the Respondent.

2. The complaints have come for final hearing on 06.10.2026, before this Authority in the presence of Complainants' counsel, Maheedhar Puppala, whereas there was no appearance on behalf of the Respondent despite due service of notice. Accordingly, the matter was set ex-parte. Upon hearing the submissions advanced by the Complainants' counsel and perusal of the material available on record, this Authority proceeds to pass the following **ORDER:**

3. The case of the complainants in all three complaints is on similar grounds and they have sought for the same reliefs. Since the questions of fact and law arising for determination are common, this Authority is of the view that separate adjudication would result in repetition of the same findings. Hence, the complaints were heard together and are disposed of by this Common Order.

A. Brief facts of the Case as per the Form M filed by the Complainants:

4. The Complainants state that the Respondent is a private limited company incorporated under the Companies Act, 1956, represented by its Managing Director. It is the developer of a residential apartment project known as "Happy Homes". The project is being developed on land admeasuring Ac.10.10. Gts. in Sy. Nos. 685/G/2, 685/G/2/1, 685/H/2/1, 686/C/1 and 686/D at Shamirpet Village and Mandal, Medchal-Malkajgiri District.

5. The Complainants state that they were induced to purchase flats in the Project by the prospectus and by representations made by the Respondent's sales personnel and its marketing affiliate, M/s Vijaya Bheri Realtors, Nagole, Hyderabad. Each Complainant entered into an Agreement of Sale with the Respondent for a flat, along with a basement car parking slot, and paid an advance towards the sale consideration. The balance was to be paid through bank loans at a later stage. The particulars are as follows:

Complaint No.	Complainant	Flat No.	Date of Agreement of Sale	Total Sale Consideration	Amount Paid (Rs.)
813/2025	Pandugu Prem Kumar	309, Block C	11.05.2023	34,61,000/-	9,00,000/-
814/2025	Siripuram Sagar	308, Block C	22.05.2023	34,61,000/-	8,70,000/-
815/2025	Deekonda Sharath Kumar	406, Block C	11.05.2023	32,04,000/-	7,80,000/-

6. As per Clause 5 of Agreements of Sale, the Respondent was to complete construction and handover the flats by 31.12.2025. The Complainants allege that on a visit to the site in

August 2025, they found no progress in construction. They further allege that the Respondent has not taken concrete steps to complete the project or to hand over possession, and has not disclosed the progress of work or a tentative date of handover. They also state that they are unaware whether building permission was issued by the competent local authority.

7. The Complainants further allege that the Respondent's representatives did not respond to their calls and enquiries. When the representatives were eventually reached, they replied rudely and evasively, stating that the Complainants could reside in the flats once the project was completed and failed to give any proper timeline. The Complainants also allege that the construction is sub-standard, that it deviates from the specifications and standards promised in the brochure and agreements, and that the Respondent made false statements regarding the title of the land.

8. It is the case of the Complainants that no steps are being taken to complete the project, to provide the promised specifications, amenities and facilities, or to obtain the Occupancy Certificate. They further contend that the Respondent had contravened Section 11of the Act. The project has not been registered with this Authority despite the mandatory requirement of registration.

B. Relief(s) Sought:

In view of the facts mentioned above, the Complainants pray for the following reliefs:

a. *To conduct enquiry about the irregularities committed by the Respondent and take appropriate action against the Respondent, by imposing maximum penalty for contravention of Section 4 of RERA Act.*
b. *To conduct enquiry for diverting the fund of allottees in contravention to sub-clause (D) of clause (1) of sub-section 2 of section 4 of RERA Act, and impose penalty.*
c. *To Refund the entire amount paid by the Complainants to the Respondent company till date along with interest as per RERA Act & Rules.*
d. *And to pass other order or orders as this Authority may deem fit and proper in the interest of justice.*

C. Points for Consideration:

Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

I. Whether the Respondent has violated provisions of the RE(R&D) Act, 2016?

II. Whether Complainants are entitled to relief(s) as prayed for? If yes, to what extent?

D. Observations of the Authority:

9. Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondent, who has failed to appear before this Authority despite service and affording sufficient opportunities. Such persistent non-appearance and failure to respond, despite repeated opportunities afforded, demonstrate a deliberate disregard for the proceedings of this Authority. Therefore, after being satisfied that due process was duly followed and all procedural requirements were complied with, this Authority was constrained to proceed ex parte against the Respondent and the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

Point I:

10. Upon careful perusal of the records and the submissions placed before this Authority, it is observed that the subject project titled "Happy Homes (Shamirpet)", being developed by the Respondent, M/s. Bhuvanteja Infraprojects Private Limited, remains unregistered with this Authority. As per the Agreements of Sale dated 11.05.2023, 22.05.2023 and 11.05.2023 respectively, executed between the Complainants and the Respondent, the proposed project is situated in multiple survey numbers at Shamirpet Village & Mandal, admeasuring approximately Ac. 10.10 guntas. Therefore, the project clearly exceeds the minimum threshold of 500 square metres prescribed under Section 3(2)(a) of the Real Estate (R&D) Act, 2016. Consequently, the project mandatorily requires registration under Section 3 of the Act. The Respondent failure to obtain such registration prior to marketing, sale, and execution of agreements constitutes a violation of Section 3, thereby attracting liability under Section 59 of the RE(R&D) Act, 2016.

11. It is further noted that, in a prior matter vide Complaint No. 286 of 2024, involving a different complainant but pertaining to the same project and the same Respondent, this Authority had already adjudicated upon similar facts and had imposed a penalty for violation of Section 3 of the RE(R&D) Act. Accordingly, the issue of unregistered development by the Respondent in the present matter stands on the same footing, and the violation has already been adjudicated by this Authority.

2. Furthermore, this Authority takes note that the conduct of the Respondent exhibits a recurring pattern of disregard and non-compliance with the statutory mandates under the Real

Estate (R&D) Act, 2016. It is pertinent to mention that in Complaint No. 264 of 2024, the Authority had taken cognisance of similar violations and had declared the Respondent as a defaulter. The relevant extract from the said order is reproduced below for reference:

> *"35… Accordingly, Respondent No.1 is hereby declared to be a "defaulter" both in its capacity as a "promoter" and as an "agent" within the meaning of Sections 2(zk) and 2(zm) of the RE(R&D) Act, 2016. As a consequence, the Respondent shall be prohibited from undertaking, advertising, marketing, booking, selling, or registering any new real estate project or acting as a real estate agent within the jurisdiction of this Authority until such time as all existing dues, refunds, interest, penalties, and regulatory compliances are fully discharged to the satisfaction of this Authority"*

12. Since this Authority has already examined and adjudicated upon the violations of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016 in the aforementioned proceedings. In view of the same, no further adjudication under the said provisions is warranted at this stage, as it would amount to re-agitation of issues already decided, being hit by the principle of res judicata.

13. Point I is answered accordingly.

Point II:

14. Upon perusal of the material available on record, it is noted that the Complainants entered into Agreements of Sale with the Respondent for the purchase of their respective flats in the project titled "Happy Homes (Shameerpet)". As per the terms of the said Agreements of Sale, the Complainants have paid substantial amount towards advance sale consideration to the Respondent and the remaining amount was supposed to be paid by way of bank loans and the same was duly acknowledged in the Agreements of Sale. The relevant particulars in each Complaint are tabulated hereunder:

Complaint No.	Complainant	Flat No.	Date of Agreement of Sale	Total Sale Consideration	Amount Paid (Rs.)
813/2025	Pandugu Prem Kumar	309, Block C	11.05.2023	34,61,000/-	9,00,000/-
814/2025	Siripuram Sagar	308, Block C	22.05.2023	34,61,000/-	8,70,000/-

815/2025	Deekonda Sharath Kumar	406, Block C	11.05.2023	32,04,000/-	7,80,000/-

15. The Agreements of Sale specifically stipulate that the possession of the subject flats was to be handed over on or before 31.12.2025, with a grace period of six months, i.e., on or before 30.06.2026. However, the Respondent has neither obtained the requisite statutory approvals nor commenced lawful construction activity on the site. Consequently, no progress has been made towards completion of the project, and possession has not been delivered to the Complainants.

16. As already noted under Point No. I, the Respondent has not registered the project with this Authority, nor secured necessary development permissions. In the absence of such mandatory approvals, the Respondent is incapable of proceeding with lawful construction, rendering the completion of the project within agreed timelines impracticable. The continued failure to obtain approvals and commence construction clearly amounts to a violation of the provisions of the RE(R&D) Act, 2016. Therefore, the Complainants are entitled to seek a refund of the amount paid along with applicable interest.

17. In this regard, Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016 is applicable, which reads as follows:

> *"(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, — (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act."*

18. Accordingly, this Authority holds that the Complainants are entitled to the refund of the advance sale consideration paid (as mentioned in the table above), along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (R&D) Rules, 2017, i.e., State Bank

of India's MCLR plus 2% per annum (8.85% + 2% = 10.85%), calculated from the respective dates of payments made until full and final realization of the amount.

19. Accordingly, Point II is answered.

E. Directions of the Authority:

20. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in furtherance of the findings and conclusions drawn hereinabove, the following directions are hereby issued:

a. The Respondent is directed to refund the entire amount paid by each Complainant along with interest at the rate of 10.85% per annum (SBI MCLR of 8.85% + 2%) calculated from the respective dates of Agreements of Sale until the date of actual refund by the Respondent. The said refund together with interest shall be made within thirty (30) days from the date of this order.

b. Failure to comply with the above-said direction by Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

21. The complaints stand disposed of in the above terms. There shall be no order as to costs.

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

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