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

Complaint No. 525 of 2025

Dated: 04.11.2026

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

Between:
Ramesh Babu Tenneti
R/o. H. No.3-64A/RE/402, Raghavi Enclave,
Mayuri Nagar, Miyapur, Hyderabad,
Rangareddy, Telangana- 500049.

… 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

The present Complaint has been filed by the Complainant as mentioned hereinabove, under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondents.

2. The matter was taken up for hearing on 05.08.2026 before this Authority. There was no appearance on behalf of either the Complainant or the Respondent. Complainant was present in person during all the previous dates of hearings, whereas there was no appearance on behalf of the Respondent despite due service of notice. Accordingly, the matter was set ex-parte. Based on the submissions advanced by the Complainant on 12.03.2026 and perusal of the material available on record, this Authority proceeds to pass the following **ORDER:**

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

3. The Complainant submitted that he purchased a flat in the project "AURA (Velimala)" from the Respondent, i.e., M/s Bhuvanteza Infra Projects Ltd., under a pre-launch sale. In furtherance of the same, the Complainant entered into an Agreement for Sale dated 04.03.2023 with the Respondent and the document was executed by Mr Chekka Venkata Subramanyam. The details of the said flat are as follows: Flat No. 508, Block-B, admeasuring 1,300 sq. ft. (3BHK), situated at Velimela Village, Ramachandrapuram Mandal, Sangareddy, Telangana.

4. The Complainant further submitted that an advance sale consideration of Rs. 10,00,000 (Rupees Ten Lakhs only) has been paid towards the purchase of the said unit, for which the Respondent has duly issued receipts and said payment receipts were placed on record along with the complaint.

5. Further, as can be gathered from the Complaint that, even after the payment of the above detailed amount, the Respondent has not completed the project and possession of the flat has not been delivered to him and hence sought for the following reliefs.

B. Relief(s) Sought:

6. Accordingly, the Complainant sought for the following reliefs:

"Request to complete the construction of the agreed flat and handover with all registration formalities and documents within 6 months. To be given in the existence constructed Block-B partially constructed of the same area purchased as per the document. In case, if Bhuvanteza Infra Projects Pvt. Ltd. fails to construct the flat and handover, hereby I request to refund all amount with interest with immediate effect."

C. Points for consideration:

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

I. Whether the Respondents have violated any provisions of the RE(R&D) Act, 2016?

II. Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?

D. Observation of the Authority:

8. Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondents, who have failed to appear before this Authority despite service of notice and affording sufficient opportunities. In view of their continued absence, the

Respondents are hereby set ex parte, and the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

Point I:

9. It is observed from the records available with this Authority that in a prior matter, vide Complaint No. 105 of 2024, involving different Complainants but the same project and Respondent, this Authority had already adjudicated on similar facts and in respect of the project 'Aura (Velimela),' undertaken by the Respondent, and accordingly imposed a penalty of Rs. 14,91,958/- (Rupees Fourteen Lakhs Ninety-One Thousand Nine Hundred and Fifty-Eight only) towards violation of Sections 3 & 4 of the RE(R&D) Act, 2016 for non-registration of the project – "Aura Velimala Phase – I".

10. 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."*

11. Therefore, 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.

12. Point I is answered accordingly.

Point II:

13. Upon perusal of the submissions made and documents placed on record, it is clear that the Respondent has collected Rs. 10,00,000/- (Rupees Ten Lakhs only) from the Complainant towards the advance sale consideration in respect of Flat No. 508, Block-B, in project 'Aura (Velimela)' and issued payment receipts acknowledging the same. Despite receiving the amount, the Respondent has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to execute the project in accordance with law.

14. Since the Respondent has not even commenced the construction, the question of completing the project and handing over possession of the subject apartment to the allottee does not even arise. The Respondent has failed to demonstrate any bona fide intention to fulfil its contractual obligations towards the Complainant. Such continued inaction, despite having collected substantial amounts from the Complainant, reflects a deliberate and deficient course of conduct on the part of the Respondent.

15. It is pertinent to note that the Respondent has completely abandoned the project and, in all proceedings pertaining to this project, has failed to establish any genuine intent or credible plan to initiate or resume construction. Considering that the project has remained stalled for several years and that the Respondent has effectively abandoned the development altogether, this Authority deems it appropriate to grant relief to the Complainant in the form of refund of the amounts paid, rather than directing completion of the project, which is neither practical nor substantiated by any demonstrated intent or capacity of the Respondent.

16. In these circumstances, Section 18(1) of the RE(R&D) Act, 2016, extends a clear statutory right to an allottee to withdraw from the project and seek a refund along with interest where the Respondent/Promoter either fails to complete the project or is unable to hand over possession within the stipulated timeframe. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondent/Promoter.

17. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief under Section 18(1)(a) of the RE(R&D) Act, 2016 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, the Complainant is entitled for Refund of the amount paid to the Respondents i.e., Rs. 10,00,000/- (Rupees Ten Lakhs only) and also with the interest at the rate prescribed under Rule 15 of the Telangana Real Estate (R&D) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.75% + 2%), calculated from the respective dates of payments made until full and final realization of the amount.

19. Point II is answered accordingly.

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 Rs. 10,00,000/- (Rupees Ten Lakhs only) along with interest at the rate of 10.85% per annum (SBI MCLR of 8.85% + 2%) calculated from the respective dates of payment made 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. Failing to comply with the above-said direction by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

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

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

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