

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 128 of 2025

30th September, 2025

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

Raja Rao Bongu

*R/o-H No.6-2/58, Bloomdale Shamirpet
Medchal-Malkajgiri, Hyderabad
Telangana 500101*

...Complainant

AND

1. Bhubanteza Infra Projects Pvt Ltd. Rep. by

I. Chekka Venkata Subramanyam

*R/o-H no. 15-31, RTP-1, Flat No-406
Rain Tree Park, Malaysia Township, Near CLU House
Kukatpally, Secunderabad
Telangana-500072*

II. Chekka Bhagya Laxmi

*R/o- Flat No. c-11-, jAybheri Orange County
Road No 2, Financial District, Nanakramguda
Telangana 500003*

III. Jerripothula Phanibhusan Rao

*R/o-1-1-40`^/, Flat No.401, Sirish Enclave
Gandhi Nagar, Near Andhra Café
Secunderabad, Telangana 500080*

2. Sri Laxmi Agro Farms & Projects, (formerly Devas Infra Ventures Private Ltd)

*Rep. by N Suryanarayana Reddy
501, 5th Floor
RJR Herbal hospital, PP. Image Hospital
Near Ratnadeep, Ameerpet*

The present matter filed by the Complainant herein came up for hearing on 26.06.2025 before this Authority in the presence of and Complainants in person, none appeared on behalf of the Respondents despite service of notice, and therefore he was set ex-parte, and after hearing the Complainant, this Authority passes the following **ORDER:**

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

A. Brief Facts of the Case:

3. The Complainant submitted that during March and April 2021, he was approached by Mr. NSN Reddy, Managing Director of Laxmi Agro Frams & Projects, then known as M/s. Devas Infra Ventures Pvt. Ltd., and their marketing executive Mr. P. Appala Naidu, who persuaded him to book a flat in the proposed Happy Homes Phase-2 project at Bommarasipet village, Shamirpet mandal. Relying on their representations, marketing material, and site visits, the Complainant paid a booking amount of Rs. 6.00 lakhs for a flat in the said project.

4. The Complainant stated that he was initially allotted Flat No. 412 in C-Block of the said project, after having paid a booking amount of Rs. 6,00,000/- during March and April 2021. Relying upon the representations made by the representatives of the project and the supporting marketing materials, he agreed to purchase the said flat.

5. The Complainant further submitted that an Agreement of Sale dated 22.07.2021 was executed in his favour by Mr. Chakka Subramanyam, on behalf of M/s. Bhuvanteza Infra Projects Pvt. Ltd., which was stated to be the construction and development entity for the said project. The agreement promised possession of the flat within 36 months from the date of obtaining the requisite building permissions. The Complainant paid the full sale consideration of Rs. 17,32,550/- by 11.11.2021.

6. The Complainant submitted that he was subsequently informed that the earlier project was cancelled, and he was compelled to accept an alternate flat in a different project, Happy Homes (1), situated at Babaguda village. An additional amount of Rs. 3,74,000/- was collected from him on 24.03.2023, and a fresh Agreement of Sale was executed in respect of Flat No. 914 in C-Block of the said project. A consolidated receipt was issued by the Respondents, and the original agreement date was altered to reflect the revised transaction.

7. The Complainant stated that although he had paid a total sum of Rs. 21,06,550/-, neither M/s. Devas Infra Ventures Pvt. Ltd. nor M/s. Bhuvanteza Infra Projects Pvt. Ltd. have taken any steps to register the property in his favour. He submitted that Mr. Subramanyam is now denying receipt of the full payment from Mr. N.S.N. Reddy and is refusing to proceed with registration.

8. The Complainant further alleged that the Respondents have misappropriated customer funds, diverted them to other ventures, and delayed the project willfully. He submitted that the project lacks statutory approvals, has remained unregistered under RERA for over three years, and is mired in ownership disputes and financial irregularities. He concluded that the Respondents have no genuine intention of completing the project or handing over possession, and that there exists no realistic prospect of the flat being delivered.

B. Relief Sought:

9. In view of the facts and circumstances set out in the complaint, the Complainant respectfully prays that this Hon'ble Authority may be pleased to:

- i. Refund with interest
- ii. Direct for a thorough inquiry in penalizing Mr. NSN Reddy

C. Points to be determined:

10. In view of the facts and the reliefs sought, the following questions came up for consideration before this Authority:

- I. Whether the Respondent has violated the provisions of the RE(R&D) Act, 2016?
- II. Whether the Complainant is entitled to the relief sought? If so, to what extent?

D. Observations of the Authority:

11. Before getting into the observations, this Authority takes due note of the recurring conduct of the Respondents herein, who have failed to appear before the Bench despite being issued multiple notices and opportunities to appear. Therefore, have been set *ex-parte* and the following observations have been made from the submissions of the Complainants, documents and pleadings placed on record.

Point I

12. Upon a careful examination of the documents placed on record and the submissions advanced by the Complainant, this Authority notes that the project titled “*Happy Homes Phase – I (Shamirpet)*”, undertaken by the Respondent-promoter M/s. Bhuvanteza Infra projects Private Limited, has not been registered with the Telangana Real Estate Regulatory Authority. This omission is in direct contravention of the mandatory registration requirement prescribed under Section 3 of the Real Estate (Regulation and Development) Act, 2016.

13. As per the Agreement of Sale dated 22.07.2022, executed between the Complainant and the Respondent-promoter, the subject project is being developed over a consolidated parcel of agricultural land situated at Shameerpet Village, Shameerpet Mandal, Medchal-Malkajgiri District, Telangana. The land in question comprises various extents acquired under different registered sale deeds, namely: Ac. 2–39 guntas under Document No. 3/2020, Ac. 0–13 guntas under Document No. 53/2020, and Ac. 0–14 guntas under Document No. 54/2020—resulting in a cumulative land extent of approximately Ac. 3–66 guntas.

14. The aggregate area of the project land, measuring approximately 14,764 square meters, clearly exceeds the statutory threshold of 500 square meters as stipulated under Section 3(2)(a) of the RE(R&D) Act, 2016. Accordingly, the project unequivocally falls within the category of real estate projects that requires mandatory registration with this Authority prior to undertaking any form of advertisement, marketing, booking, selling or offering for sale, or inviting persons to purchase in any manner any plot, apartment or building, as the case may be. The failure of the Respondent-promoter to obtain such registration constitutes a violation of the RE(R&D) Act, 2016 and invites appropriate regulatory consequences.

15. This Authority takes notice of the fact that the same project was previously the subject matter of adjudication in Complaint Case No. 286 of 2024, wherein a categorical finding was recorded that the Respondent-promoter had contravened the provisions of Section 3 of the Real Estate (Regulation and Development) Act, 2016 by undertaking development and sale of units without obtaining registration of the project. Consequently, **a penalty of Rs.6,45,750/- (Rupees Six lakhs forty-five thousand seven hundred and fifty only) was imposed** for the said violation.

16. In view of the earlier findings of this Authority, and in deference to the principle against double jeopardy in the imposition of penalties, no additional penalty under Section 59 of the Real Estate (Regulation and Development) Act, 2016 is being levied in the present matter for the same violation. Respondent No.1 is hereby directed to comply forthwith with the directions issued in Complaint Case No. 286 of 2024 and to remit the penalty imposed for the non-registration of the subject project without any further delay.

Point II

17. Upon perusal of the record, it is evident that the Complainant entered into an Agreement of Sale with Respondent No.1, M/s. Bhuvanteza Infra projects Pvt. Ltd., through Respondent No.2. As per the Agreement of Sale, M/s. Bhuvanteza Infra projects Pvt. Ltd. claimed entitlement over the unit and undertook to develop a residential apartment project named “Happy Homes.” The agreement fixed a total sale consideration of ₹21,06,550/- fully paid by the Complainant.

18. The Agreement originally stipulated that possession would be delivered within 36 months, with an additional grace period of 6 months, from the date of obtaining building permission from HMDA and registration with RERA. Subsequently, by mutual consent of the parties, the terms of the agreement were modified, wherein the project was changed from “Happy Homes-II” to “Happy Homes,” and the date of the agreement was accordingly revised from 22.07.2021 to 24.03.2023.

19. The Respondents failed to furnish any documentary evidence or material particulars to demonstrate the current stage or status of construction of the concerned project, thereby leaving this Authority with no verifiable basis to assess the progress, if any, made on the ground. It is further noted that this is not the first instance of default on the part of Respondent No. 1/builder-promoter of the concerned project. The conduct of the said promoter reflects a consistent pattern of non-compliance and willful evasion of regulatory proceedings initiated under the RE(R&D) Act, 2016.

20. Furthermore, it is reiterated that M/s. Bhuvanteza Infra projects Private Limited, the **Respondent No. 1 herein, has already been adjudged a defaulter** under the provisions of the Real Estate (Regulation and Development) Act, 2016, pursuant to the common order rendered in Complaint Case Nos. 264 to 268 of 2024. As a result, all development activities relating to the

project in question, as well as any other projects undertaken, promoted, or marketed by the Respondent, stand prohibited. The Respondent is accordingly restrained from carrying out or proceeding with any construction, promotional, or sales activity in respect of any projects unless and until full compliance with the statutory obligations under the RE(R&D) Act, 2016 and the directions of this Authority is ensured.

21. In the given circumstances, the conduct of the Respondent-promoter amounts to a failure to complete the project and hand over possession as agreed, attracting the consequences under Section 18(1)(a) of the RE(R&D) Act, 2016 which reads as follows:

“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, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.”

22. In the present case, the Respondent's continued inaction and failure to demonstrate any measurable progress in the execution of the project clearly establish a default on their part, both under the terms of the Agreement of Sale and the statutory obligations imposed on promoters under the RE(R&D) Act, 2016. In view of such default, the Complainant has justifiably elected to withdraw from the project. Applying the provisions of Section 18(1)(a), this Authority is of the considered view that the Complainant is entitled to a refund of the entire amount of ₹21,06,550/-, along with interest at the rate prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017.

23. Now, with respect to Relief No. 2, this Authority observes that Respondent No. 2, having introduced the project and facilitated the transaction by collecting initial amounts from the Complainant, clearly falls within the ambit of a “real estate agent” as defined under Section 2(zm) of the RE(R&D) Act, 2016. From the submissions made by the Complainant and the documents placed on record, it is evident that Respondent No. 2 was actively involved in the promotion and negotiation of the sale. However, despite engaging in such activities, Respondent No. 2 is not registered as a real estate agent with this Authority, as mandated under Section 9 of the RE(R&D) Act, 2016. Such unregistered conduct amounts to a clear violation of Section 9, and in the ordinary course, would attract penalty under Section 62 of the RE(R&D) Act, 2016.

24. Further, this Authority notes that Respondent No. 2 has already been penalized for violation of Section 9 of the RE(R&D) Act, 2016 in Complaint Case No. 286 of 2024, wherein **a penalty of ₹1,08,800/- (Rupees One Lakh Eight Thousands Eight Hundred Only) was imposed**. In view of the settled principle that no person shall be punished twice for the same offence (the doctrine of double jeopardy), and since the said violation arises from the same set of facts and conduct that forms the basis of the present complaint, this Authority refrains from imposing a second penalty for the same contravention.

E. Directions of the Authority:

25. This Authority, vide the powers vested under Section 37 of the RE(R&D) Act, 2016, passes the following directions:

- i. The Respondent No.1-promoter, M/s. Bhuvanteza Infra projects Private Limited, is hereby directed to refund the entire sale consideration amount of ₹21,06,550/- (Rupees Twenty-One Lakh Six Thousand Five Hundred and Fifty only) received from the Complainant towards Flat No. 914, C-Block in the proposed project “Happy Homes (Shamirpet)” within (30) thirty days from the date of receipt of this order.
- ii. The above refund shall be made along with interest at the rate of State Bank of India’s highest MCLR 8.75% + 2%, i.e., 10.75% interest, calculated from the date of final payment made by the Complainant till the date of actual refund, strictly in terms of Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017.

- iii. The Respondent No.1 is directed to comply with the directions issued in Complaint Case No. 286 of 2024, and remit the penalty of Rs. 6,45,750 (Rupees Six lakhs forty-five thousand seven hundred and fifty only), imposed therein for non-registration of the project, “Happy Homes Phase I”, in favour of TGRERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036;
- iv. The Respondent No.2 is directed to comply with the directions issued in Complaint Case No. 286 of 2024, and remit the penalty of Rs. 1,08,800/- (Rupees One lakh eight thousand eight hundred Only) is imposed upon Respondent No. 2 for carrying out real estate transactions in violation of Section 9, read with Section 62 of the.RE(R&D) Act. in favour of TGRERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036;
26. Accordingly, the complaint stands disposed of. 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	Sd/- Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson, TG RERA
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 **TGRERA**
TELANGANA REAL ESTATE REGULATORY AUTHORITY