

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 131 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**

Sasi Rekha Rani Patange

*R/o-101, Meghna Enclave, Ciefl Colony,
East Anandbagh, Malkajgiri
Telangana 500047*

...Complainant

AND

1. Bhuvanteza Infra Projects Pvt Ltd.

*Rep. by Chekka Venkata Subramanyam (MD)
H. No. 201, 2nd floor, Lumbini Amrutha Chambers,
Nagarjuna Circle, Road No,3
Banjara Hills, Hyderabad,
Telangana 500082*

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

*Rep. by N Suryanarayana Reddy
Tata Towers, Above South Indian Bank,
Opp. Metro Pillar No.1042
Srinivasa Colony West, Ameerpet
Hyderabad, Telangana 500038*

3. Raj Kumar Jerripothula

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

...Respondent(s)

The present matter filed by the Complainant herein came up for hearing on 26.06.2025 before this Authority in the presence of and Complainant in person, none appeared on behalf of the Respondents despite service of notice, and therefore the Respondents 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 She had initially booked a flat in the project known as “Happy Home-II” after making the full payment of Rs. 27,72,000/- in two instalments. It was further submitted that the Agreement of Sale executed in her favour explicitly confirmed that no further payments were required from her under any head.
4. The Complainant further submitted that the Respondent-company had assured him a rental compensation at the rate of Rs. 10/- per square foot per month until possession of the flat was handed over. In accordance with this promise, the Complainant received a monthly rental compensation of Rs. 15,400/- for a period of eight months. However, the Complainant alleged that these payments were stopped abruptly and without any justification.
5. The Complainant alleged that she was subsequently informed by the Respondents that the requisite local body permissions for construction of apartment units at the project site had not been obtained. The permissions obtained were allegedly only for the construction of duplex units. The Complainant submitted that in lieu of this deficiency, the Respondents proposed two alternatives: first, to purchase a duplex in the same project—Botanical Heights—at a cost of approximately Rs. 1.3 crores, which would require the Complainant to pay nearly an additional Rs. 1 crore; or secondly, to shift to a different project titled “Happy Homes,” which was allegedly in the process of securing approvals.
6. The Complainant further submitted that under pressure from the Respondents, she was compelled to surrender the original Agreement of Sale dated 5th November 2021. In its place, a new agreement was issued to her on 20th August 2022, allotting her Flat No. 201, measuring 1550 sq. ft., situated on the 2nd floor of Block D in the “Happy Home” project. It is submitted that while the first page of the agreement continued to reflect the earlier date of 5th November 2021, the remaining pages were replaced, and the changes were executed by the Managing Director, Mr. Subramanyam. The Complainant submits that upon inquiry, she was informed that the content on the first page need not be altered, and therefore it was retained.
7. The Complainant alleged that the Respondents had assured her that the flat would be delivered within three years from the date of the agreement, with an additional grace period of six months. However, despite having paid the entire sale consideration in full, there has been no progress whatsoever in the construction of the flat. The Complainant submitted that the Respondent company and its staff repeatedly delayed the matter by offering excuses, such as pending permissions and complications relating to land registration, without taking any concrete steps to commence or progress construction at the project site.

8. The Complainant further alleged that after prolonged delays and growing pressure from aggrieved customers, the company convened a meeting at a registration office in Shamirpet, purportedly for KYC procedures connected to land transactions. The Complainant submitted that although it was initially promised that fully paid customers would be allotted one gunta of land, the Respondents instead registered approximately 1200 square yards of undivided land among 21 members. This significant reduction and the discrepancy between the sale deed of the flat and the registered land documents have, according to the Complainant, raised serious doubts about the legitimacy of the process. The Complainant further contended that the Respondents falsely represented that a development agreement would shortly be entered into with a builder; however, no such agreement has been executed to date.

9. The Complainant submitted that the project has since been completely abandoned. Despite repeated attempts to ascertain the status of the project or seek clarification, there have been no efforts made by the Respondents to initiate construction or fulfil their obligation to deliver possession within the stipulated time. The Complainant further alleged that when she attempted to visit the corporate office of Bhuvanteza Infra Projects located at Banjara Hills, she found the premises locked. Moreover, all contact numbers of the company staff and officials were either switched off or rendered unreachable, thereby making the entire management untraceable and confirming the Respondent's intention to evade responsibility.

10. In light of the above, the Complainant has prayed that this Hon'ble Authority may be pleased to investigate the fraudulent practices perpetrated by the Respondents and take necessary steps to hold the developers accountable.

B. Relief Sought

11. 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. Ensure refund of the amount paid with interest at 2% per month or rightful possession of the promised flat.
- II. Reinstate Rs.15400/ monthly payment, as promised, along with previous lapsed, also until delivery of flat possession, within stipulated time frame.
- III. Compensation as appropriate, for the mental torture, due to their fraudulent scheme.

C. Points for Consideration

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

- I. Whether the Respondents have 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. Observation of the Authority

13. 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 Complainant, documents and pleadings placed on record.

Point I

14. 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, marketing, and negotiation of the sale transaction. Despite discharging functions akin to those of a real estate agent, Respondent No. 2 failed to obtain the mandatory registration under Section 9 of the RE(R&D) Act, 2016.

15. The Authority further notes that in Complaint Case No. 286 of 2024, it has already adjudicated upon the violation of Sections 3 and 4 of the RE(R&D) Act, 2016, in respect of the subject project “Happy Homes,” and accordingly **imposed a penalty of Rs. 6,45,750/- (Rupees Six Lakhs Forty-Five Thousand Seven Hundred and Fifty only) upon Respondent No. 1.** It is also recorded that in the same proceedings, Respondent No. 2 was found to have contravened the provisions of Section 9 by engaging in real estate transactions without obtaining the requisite registration as a real estate agent, and was consequently directed **to pay a penalty of Rs. 1,08,800/- (Rupees One Lakh Eight Thousand Eight Hundred only).** In view of the said findings, Point I stands answered in the affirmative and requires no further deliberation in the present matter.

Point II

16. Before proceeding to examine the merits of the transaction and reliefs claimed under Point No. II, it is noted that the Complainant has submitted a copy of a sale deed dated 01.03.2025, executed with Respondent No. 3, wherein the said Respondent appears as the vendor for land situated in Survey No. 685/H/2/1/1/1/1, located at Babaguda, H/o Shamirpet

Village. However, the Complainant has failed to furnish any documentary evidence to establish a connection between the said transaction and the subject project or Respondent No. 1, who is the promoter of the concerned project. In the absence of any demonstrable linkage, this Authority finds that the said sale deed is not germane to the present proceedings, and accordingly refrains from making any observation on the same.

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 ₹27,72,000/- fully paid by the Complainant.

18. The Agreement of Sale 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 05.11.2021 to 20.08.2022.

19. The Respondent failed to appear before this Authority despite due notice and opportunity. It is further noted that multiple complaints have been filed against the said Respondent in respect of the present project. The Authority further records that, as per the averments of the Complainant and also in view of the observations made by this Authority in previously decided complaints concerning the same project, there is no visible construction activity being carried out at the site. In light of the persistent defaults and repeated non-compliance by Respondent No. 1, the conduct of the promoter indicates a deliberate pattern of disregard towards statutory obligations and willful evasion of regulatory proceedings 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 present case, the Complainant has sought, in the alternative, either registration of the allotted flat or refund of the amount paid along with interest. However, this Authority is of the view that the relief pertaining to registration of the said flat cannot be granted in light of the prevailing circumstances. The project remains entirely stalled, with no construction activity having commenced at the site. The Respondent has failed to obtain any requisite permissions or statutory approvals from the competent planning authority for the development of the project. Further, as noted earlier, the Respondent has already been adjudged a defaulter under the RE(R&D) Act, 2016, pursuant to the common order passed in Complaint Case Nos. 264 to 268 of 2024, and stands restrained from undertaking any development or promotional activity. In light of these facts, registration of the subject flat is neither legally permissible nor practically feasible.

22. In view of the foregoing findings and the Respondent's failure to fulfil its obligations under the Agreement of Sale as well as its statutory duties, this Authority is of the considered view that the present case squarely falls within the ambit of 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.”

23. In light of the facts discussed hereinabove, and considering the Complainant’s decision to withdraw from the project, this Authority finds that the requirements under Section 18(1)(a) stand fully satisfied. Accordingly, the Complainant becomes entitled to a refund of the amount paid, along with interest at the rate prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017.

24. Insofar as the remaining reliefs sought by the Complainant are concerned, this Authority proceeds to consider them individually in light of the statutory provision. With respect to Relief No. 2, which pertains to the monthly payment of a certain amount, this Authority observes that, as per the submissions made by the Complainant, the said monthly payment was in the nature of rent being paid by the Respondent to the Complainant. However, it is pertinent to note that the Real Estate (Regulation and Development) Act, 2016 does not contemplate or provide any specific mechanism for adjudication of disputes relating to rental payments. In view thereof, this Authority holds that it does not possess the jurisdiction to entertain or decide this particular claim under the provisions of the RE(R&D) Act, 2016.

25. Similarly, with respect to Relief No. 3, which pertains to a claim for compensation, this Authority is of the considered view that such a relief falls within the exclusive jurisdiction of the adjudicating authority under Section 71 of the Real Estate (Regulation and Development) Act, 2016. As per the procedural framework prescribed under the said Act, a claim for compensation is required to be filed in *Form N*, and not in *Form M*. Since the present complaint has been instituted in *Form M*, which does not encompass adjudication of compensation claims, this Authority is not empowered to grant the relief sought under Relief No. 3.

E. Directions of the Authority:

26. 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 ₹27,72,000/- (Rupees Twenty Lakh Seventy-Two Thousand Only) received from the Complainant towards

Flat No. 201, D-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.

27. 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

