BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 701 of 2025

Dated: 10th November 2026

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

Between

Sri Vinukonda Ravi
(R/o 7-1-396-B/9&13,
Flat No. 401 VRK Towers,
Sanjeev Reddy Nagar, Hyderabad
Telangana- 500038)

……Complainant(s)

Versus

1. M/s. Bhuvanteza Infra Projects Pvt. Ltd.,
Represented by its Managing Director, Sri Chekka Venkata Subrahmanyam (R1)
(H.NO. 201, 2nd floor, Lumbini Amrutha Chambers,
Nagarjuna Corcle, Road No 3, Banjara Hills,
Hyderabad, Telangana, 500082)
Sri Chekka Venkata Subrahmanyam (R2)
(R/o, H.No. 15-31-RTP-1, Rain Tree Park,
Malaysian Township, Near Clubhouse,
Kukatpally, Hyderabad, Telangana, 500072)

……Respondent(s)

The present matter filed by the Complainants mentioned herein above came up for hearing before this Authority on 10.09.2026 in the presence of the Complainant, and Respondent absent. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainants 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 Respondent.

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

3. The complainant is an allottee who entered into an Agreement for Sale dated 11.10.2021 with the respondent/promoter for purchase of Flat No. 514-F in "Happy Homes Phase-2", Shamirpet, for a total sale consideration of ₹20,79,000/- under a limited pre-launch offer. As per the agreement, the respondent undertook to complete construction and hand over possession within 36 months, with an additional grace period of six months, after obtaining necessary approvals from HMDA and RERA.

4. The respondent further agreed that upon receipt of the total sale consideration, rent at the rate of ₹10 per sq. ft. per month would be paid to the complainant from the month following the agreement until delivery of possession.

5. The complainant paid the entire sale consideration, and subsequently, on account of delays attributed to COVID-19, the respondent advised the complainant to shift from Flat No. 514-F in Phase-2 to Flat No. 507-C in Happy Homes Phase-1. For the said change, the respondent collected an additional sum of ₹1,43,000/- and unilaterally removed the agreed rent clause.

6. Despite receipt of the total amount of ₹22,22,000/-, the respondent failed to commence or complete construction of the subject flat till the date of filing of the complaint. Aggrieved by inordinate delay, failure to deliver possession, and alleged violations of statutory obligations under the RERA Act, the complainant approached this Hon'ble Authority seeking appropriate reliefs.

B. Prayer(s) Sought

i. *To direct the respondent to provide immediate possession of flat in the designated block ass agreed to the complainant in the allotment letter along with delayed possession charges in accordance with Section 18 of RERA Act.*

ii. *To provide full refund of the amounts paid by the complainant along with simple interest at the rate of 18% per annum as per the AOS between the complainant and Bhuvanteza infra projects Pvt. Ltd., as well as to pay rent at Rs. 10 Per Sq. Ft till date, as promised in the agreement for sale.*

iii. *To hold the respondent liable for engaging in advertising, allotment, or development activities prior to obtaining RERA Registration in violation of the provisions of the RERA registration in violation of the provisions of the RERA Act, specifically, section 59. Therefore, must be penalized under section 59 of the Act, and penalty proceedings should be initiated to ensure compliance and accountability as per the statutory requirements.*

iv. *Grant such other and further reliefs which the Hon'ble Authority feels just and proper in the facts and circumstances of the case*

C. Points for Consideration

7. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

i. Whether the Complainant is entitled to relief(s) sought? If so, to what extent?

D. Observations of Authority

Point I

8. Upon careful perusal of the records and the submissions placed before this Authority, it is observed that the subject project titled "Happy Homes-II (Shameerpet)", being developed by the Respondent, M/s. Bhuvanteza Infra Projects Private Limited, remains unregistered with this Authority. As per the Agreement for Sale dated 11.10.2021 executed between the Complainant and the Respondent, the proposed project is situated at Bommarasipeta, Shameerpet Mandal, Medchal-Malkajgiri District. The project, by its nature and extent, clearly exceeds the minimum threshold of 500 square metres prescribed under Section 3(2)(a) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the project mandatorily requires registration under Section 3 of the Act. The Respondent-promoter's 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.

9. 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-promoter, 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-promoter in the present matter stands on the same footing, and the violation has already been adjudicated by this Authority. In view thereof, the prayer of the Complainant seeking penalty proceedings under Section 59 of the Act does not call for any fresh adjudication in the present complaint.

10. In addition, this Authority observes that the conduct of the Respondent-promoter reflects a recurrent and continued pattern of non-compliance with statutory mandates under the RE(R&D) Act, 2016. It is relevant to refer to Complaint No. 264 of 2024, wherein this 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. Upon perusal of the material available on record, it is noted that the Complainant entered into an Agreement for Sale dated 11.10.2021 with the Respondent for the purchase of

Flat No. 514-F in "Happy Homes Phase-2", Shameerpet, for a total sale consideration of ₹20,79,000/- (Rupees Twenty Lakhs Seventy-Nine Thousand Only), under a limited pre-launch offer. Subsequently, at the instance of the Respondent, the Complainant was shifted to Flat No. 507-C in Happy Homes Phase-1, for which the Respondent collected an additional sum of ₹1,43,000/- (Rupees One Lakh Forty-Three Thousand Only). As borne out by the record, the Complainant has thus paid a total sum of ₹22,22,000/- (Rupees Twenty-Two Lakhs Twenty-Two Thousand Only) to the Respondent as sale consideration.

12. It is further observed from the record that the Respondent has neither obtained the requisite statutory approvals nor commenced any lawful construction activity on the site. Consequently, no progress has been made towards completion of the project, and possession of the subject flat has not been delivered to the Complainant, even after the lapse of the period of 36 months together with the grace period of six months stipulated in the Agreement for Sale. It is also pertinent to note that the Respondent, after collecting the entire sale consideration, shifted the Complainant from one flat to another on the ground of delay, collected an additional amount for the said change, and unilaterally removed the clause providing for payment of rent to the Complainant. The Respondent has remained absent in these proceedings and has not rebutted the averments of the Complainant. Such conduct on the part of the Respondent-promoter is indicative not merely of delay, but of a deliberate and continued failure to honour its contractual and statutory obligations towards the Complainant.

13. Further, 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.

14. In light of the above, the relief sought by the Complainant for possession and delayed possession charges cannot be granted, as the pre-conditions for commencement and completion of the project have not been fulfilled by the Respondent. It is further observed that, this Authority has already declared the Respondent as a defaulter. Therefore, the Complainant is entitled to seek a refund of the amount paid along with applicable interest.

15. 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."

16. In view of the findings recorded hereinabove and in exercise of the powers under Section 18(1)(a) of the RE(R&D) Act, 2016, this Authority holds that the Complainant is entitled to withdraw from the project and seek a refund of the amount paid. Accordingly, the Complainant is entitled to a refund of the amount paid to the Respondent with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum (i.e., 8.85% + 2% = 10.85%), calculated from the respective dates of payments made until the date of actual refund.

17. Point I is answered accordingly.

E. Directions of Authority

18. 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:

i. The Respondent is directed to refund the entire amount of ₹22,22,000/- (Rupees Twenty-Two Lakhs Twenty-Two Thousand 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 by the Complainant until the date of actual refund by the Respondent. The said refund together with interest shall be made within sixty (60) days from the date of this Order.

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

20. 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