

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 6th November, 2025

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

Complaint No. 339/2025/TG RERA

Kadarla Prabhakar

(R/o Hno: 5-105/1, Ramadugu mandalam, Vedira, Karimnagar, Telangana, 505451)

...Complainant

Versus

M/s. Bhuvanteja Infraprojects Pvt Ltd. represented by its Managing Director Sri. Chekka Venkata Subrahmanyam

(Office at H. no: 201, 2nd Floor, Lumbini Amrutha Chambers, Nagarjuna Circle, Road No:3, Banjara Hills, Hyderabad, Telangana - 500082)

...Respondent

The present matter filed by the Complainant came up for hearing on 07.08.2025 before this Authority, in the presence of the Complainant in person, and no one appeared for the Respondents despite due service of notice. After hearing the submissions of the Complainant, the matter was set ex parte on 07.08.2025. This Authority now proceeds to pass the following

ORDER:

2. The present Complaint have 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 reliefs against the Respondents.

A. Brief Facts of the Case:

3. It was submitted that the Complainant entered into an Agreement of Sale with the Respondent on 8th September 2022, for the purchase of a residential flat no. 714, B-Block, 7th Floor in the Respondent's project.

4. It was further submitted that in pursuance of the said Agreement of Sale, the Complainant paid a total sum of ₹30,50,000/- (Rupees Thirty Lakhs Fifty Thousand Only) to the Respondent as sale consideration.

5. It was stated that the aforementioned agreement pertained to an apartment in the Respondent's project known as "HAPPY HOMES (SHAMEERPET)".

6. The Complainant contended that as per a key condition of the agreement, the Respondent was obligated to complete construction and hand over possession of the apartment within a period of 36 months from the date of the agreement (i.e., by approximately September 2025).

7. It was alleged that the Respondent had fundamentally failed to fulfill this condition. The Complainant submitted that despite the payment of the aforementioned consideration and the lapse of the stipulated 36-month period, the Respondent had not handed over the apartment as of the date of filing the complaint.

B. Reliefs Sought

8. Accordingly, the Complainant sought the following reliefs:

i. *To direct the Respondent to forthwith hand over possession of the apartment situated in 'Happy Homes', at Shameerpet, complete in all respects as per the specifications mentioned in the Agreement for Sale.*

OR;

ii. *To direct the Respondent to refund the entire principal amount paid by the Complainant, together with interest thereon at the rate of 36% per annum.*

C. Points for Consideration

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

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

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

D. Observations of the Authority

10. 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 multiple notices 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

11. 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 Agreement of Sale dated 08.09.2022 executed between the Complainant and the Respondent, the proposed project is situated in multiple survey numbers at Shamirpet Village & Mandal, admeasuring approximately Ac. 10.37 guntas (around 42,000 square metres). Therefore, the project 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.

12. 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 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.

13. 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”

14. Point I is answered accordingly.

Point II

15. Upon perusal of the material available on record, it is noted that the Complainant entered into an Agreement of Sale dated 08.09.2022 with the Respondent for the purchase of Flat No. 714, located in B-Block, 7th Floor of the project titled “Happy Homes (Shamirpet)”. As per the said Agreement of Sale, the total sale consideration agreed between the parties was ₹30,50,000/- (Rupees Thirty Lakhs Fifty Thousand Only). The Complainant claims to have paid the entire sale consideration; however, the receipts placed on record before this Authority reflect payments totalling ₹28,50,000/- (Rupees Twenty-Eight Lakhs Fifty Thousand Only). The details of the receipts submitted by the Complainant are as follows:

Date of Payment	Amount	Mode of Payment
28.08.2022	10,000/-	Online
29.08.2022	90,000/-	Online
05.09.2022	3,00,000/-	Cheque
07.09.2022	2,00,000/-	Cash
21.11.2022	5,00,000/-	Online
23.11.2022	8,00,000/-	Cheque
13.03.2023	5,00,000/-	Online
02.05.2023	2,00,000/-	Online
30.10.2022	50,000/-	Online
17.11.2022	30,000/-	Online
09.02.2023	10,000/-	Online
18.04.2023	10,000/-	Online
03.07.2023	50,000/-	Online
06.07.2023	50,000/-	Online
13.09.2023	50,000/-	Online
Total	28,50,000/-	

16. The Agreement of Sale further stipulates that the possession of the subject flat was to be handed over within 36 months from the date of obtaining building permissions from HMDA and RERA approvals. 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 Complainant.

17. 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.

18. In light of the above, the relief sought by the Complainant for possession cannot be granted, as the pre-conditions for commencement and completion of the project have not been fulfilled by the Respondent. Therefore, the Complainant is entitled to seek a refund of the amount paid along with applicable interest.

19. 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.

20. Accordingly, this Authority holds that the Complainant is entitled to withdraw from the project and receive a refund of the amount paid, i.e., Rs. 28,50,000/- along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., SBI MCLR plus 2% per annum ($8.75\% + 2\% = 10.75\%$), calculated from the respective dates of each payment until full and final realization.

21. Further, liberty is hereby reserved to the Complainant to produce any remaining or supplementary receipts or proof of payment directly before the Respondent, for the purpose of seeking refund of such additional amount, if any. Upon production of such supporting documents, the Respondent shall, without delay, verify the same and refund any further amount found to have been paid by the Complainant under the Agreement of Sale, along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017.

22. Accordingly, Point II is answered.

E. Directions of the Authority

23. In accordance with the discussions made above, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondent:

- i. The Respondent is directed to refund the entire amount of Rs. 28,50,000/- (Rupees Twenty-Two Lakhs Forty-Two Thousand Only) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) calculated from the respective dates of payment made by the Complainant until the date of actual refund by the Respondent, within 30 (thirty) days from the date of this order.
- ii. Failing to comply with the above-said direction by the Respondent shall attract penal action in accordance with Section 63 of the RE(R&D) Act, 2016.

24. In view of the above, the present complaint is 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

