

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

Complaint No. 109 of 2025

Dated: 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

Between:

Venkata Nageswara Shastry Mangipudi
(R/o. 45-204 NMDC Colony, Street No.1,
East Anadbagh Malkajgiri,
Secunderabad, Telangana- 500047.)

...Complainant

Versus

1. M/s Bhuvanteza Infra Projects Pvt. Ltd.
(Represented by its M.D.,
Sri. Chekka Venkata Subramanyam,
Office at H. No. 201, 2nd Floor,
Lumbini Amrutha Chambers,
Nagarjuna Circle, Rd. No. 3,
Banjara Hills, Hyderabad- 500082.)

2. Sri. Chekka Venkata Subramanyam, M.D.
(Office at H. No. 201, 2nd Floor,
Lumbini Amrutha Chambers,
Nagarjuna Circle, Rd. No. 3,
Banjara Hills, Hyderabad- 500082.)

...Respondents

The present matters filed by the Complainant herein came up for hearing before this Authority in the presence of learned counsel for Complainant C. Karthikeya Reddy and none for the Respondents, despite multiple opportunities given to appear before the bench, hence set ex parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER**:

2. This Complaint has been filed under Section 31 of the Real Estate (Regulation and 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 action against the Respondents.

A. Brief Facts of the Case:

3. The Complainant submitted that he purchased a flat in a pre-launch sale from the Respondent-developed project, i.e., M/s Bhuvanteza Infra Projects Ltd. The said project is marketed under the name “AURA (Velimela)”, and the Complainant entered into an Agreement for Sale with the Respondent-Developer, i.e., M/S Bhuvanteza Infra Projects Pvt Ltd, and the document was executed by Mr Chekka Venkata Subram and Cekka Bhagya Laksmi. The details of the said flat are as follows: Flat No. G-12, Block-B, admeasuring 1,040 sq. ft. (2BHK), situated at Velimela Village, Ramachandrapuram Mandal, Sangareddy District, Telangana.

4. The Complainant further submitted that a total sum of Rs. 36,40,000/- (Rupees Thirty-Six Lakhs Forty Thousand 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. It has been submitted that initially, the Complainant purchased the said flat in Aura Phase-II in the year 2022. Subsequently, by mutual agreement between the parties, the Phase-II Agreement for Sale was cancelled, and a fresh Agreement for Sale was issued in respect of a flat in Aura Phase-I. The Complainant submits that he cancelled the Phase-II Agreement of Sale and entered into a new Agreement of Sale for Phase-I. All the payments made by the Complainant in respect of the Aura Phase-II and Phase-I purchase were transferred towards the Aura Phase-I.

B. Relief(s) Sought

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

- I. To direct the Respondents to complete the construction and handover Flat No. with all registration formalities and documents within 6 months
- II. To direct the Respondent to give in the existence constructed block-B partially constructed of the same are purchased as per the document
- III. In the alternative, to direct the Respondent to refund the entire amount paid by the Complainant (Rs. 36,40,000/-) together with interest and to pay such refund 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 Complainant is liable for relief 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 in a prior matter, vide Complaint No. 105 of 2024, involving different Complainants but the same project and Respondent No.1/Promoter, this Authority had already adjudicated on similar facts and in respect of the project 'Aura (Velimela),' undertaken by the **Respondent No.1, 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"**. In view of the said findings, and in deference to the doctrine of double jeopardy, this Authority refrains from re-adjudicating the same issue in the present matter.

10. Furthermore, this Authority takes note that the conduct of the Respondent-promoter exhibits a recurring pattern of disregard and non-compliance with the statutory mandates under the Real Estate (Regulation and Development) Act, 2016. It is pertinent to mention that in a previous matter, i.e., Complaint No. 264 of 2024, the Authority had taken cognisance of similar violations and had declared **Respondent No. 1 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. Point I is answered accordingly.

POINT II

12. Upon perusal of the Agreement of Sale dated 20.02.2023 executed by the Respondents in favour of the Complainant, it is evident that the Complainant has paid an amount of Rs. 36,40,000/- (Rupees Thirty Six Lakh Forty Thousand Only), which payment has been duly acknowledged by the Respondents and It is also pertinent to note from the available documents placed on record by the Complainant that the Respondent No.1 has only obtained permission bearing Application No. 044288/ZOA/R1/U6/HMDA/18032021 for the construction of A-Block with 1 Cellar + 1 Ground + 5 Upper Floors in plot nos in Survey No. 212/P, 214/P & 215/P of Velimela- ORRGV Village, Ramachandrapuram- ORRGV Mandal, Sanaga Reddy District to an extent of 3954.39 Sq.Mts.

13. The Respondent No.1 / Promoter has neither commenced any construction activity in the said project nor demonstrated 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 dishonest course of conduct on the part of the Promoter. It is further observed that the Respondent Promoter 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 Promoter 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 Promoter.

14. In these circumstances, under Section 18(1) of the RE(R&D) Act, 2016, extends a clear statutory right to an allottee to seek a refund along with interest where the Respondent No.1/Promoter either fails to complete the project or is unable to hand over possession within the stipulated timeframe. So, the allottee is entitled for a refund with interest. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondent No.1/Promoter.

15. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief as mentioned in the main Complaint 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.”

16. Accordingly, the Complainant is entitled for Refund of the amount paid to the Respondents and also with the 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., 8.75% + 2%), calculated from the respective date of Agreement of Sale dt: 20.02.2023 until the date of actual refund.

17. In view of the above findings, this Authority is of the considered that the Complainant is entitled to the relief sought, refund of the entire sale consideration with interest from the Respondent No.1.

18. Point II is answered accordingly.

E. Directions of the Authority:

19. 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 No. 1 is directed to refund Rs. 36,40,000/- (Rupees Thirty-Six Lakh Forty Thousand Only) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) from the date of the Agreement of Sale dated 20.02.2023 till the date of actual refund in accordance with Rule 15 of the Telangana RE(R&D) Rules, 2017 within 30 (thirty) 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.

20. 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