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

Dated: 14th October, 2026

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

COMPLAINT NO. 513/2025/TGRERA

1. **Mrs M Sheela**
2. **Mr Padma Sreeramulu**

(R/o- H.No 2-71/12, Talakondapally, Mahabub Nagar Telangana-509321.)

…Complainants

Versus

1. **M/s. B. V. R Infra Developers, Represented by its Managing Partner Mr B. Venkateswarlu**

(Office at H.No.8-15-120/C/3/FF, Chintalakunta, L.B Nagar, Saroornagar, Hyderabad-500102.)

…Respondent

The present matter filed by the Complainants mentioned herein-above came up for hearing before this Authority in the presence of the Complainants, and the Respondent was absent. Upon hearing the submissions of the Complainants, 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 Complainants averred that they were the *bona fide* purchasers of Plot No. 28 in the residential project titled "S V Golden City - III". It was placed on record that the said project was being developed and promoted by M/s. BVR Infra Developers, situated at Kadthal Revenue Village, Kadthal Mandal, Ranga Reddy District, Telangana.

4. Detailing the financial transactions, the Complainants submitted that, pursuant to the offer made by the promoter, they had paid the entire agreed sale consideration of Rs. 10,95,000/- (Rupees Ten Lakhs Ninety-Five Thousand Only) to the developer towards the

subject plot. The Complainants provided a specific, chronological breakdown of these payments, placing on record that the entire consideration was remitted in cash across five installments:

i. An amount of Rs. 50,000/- was paid on 14-08-2022.

ii. An amount of Rs. 50,000/- was paid on 15-08-2022.

iii. An amount of Rs. 1,50,000/- was paid on 23-10-2022.

iv. An amount of Rs. 3,00,000/- was paid on 28-10-2022.

v. The final amount of Rs. 5,45,000/- was paid on 01-12-2022.

5. The Complainants alleged a severe deficiency in service, submitting that despite the realisation of the full and final payment of the consideration amount totalling Rs. 10,95,000/-, the promoter had completely failed to fulfil their core obligations. Specifically, it was pointed out that the promoter had failed to:

i. Execute and register a valid sale deed in favour of the Complainants;

ii. Deliver possession of the subject plot; and

iii. Complete and develop the project.

6. It was brought to the Authority's notice that even after the lapse of more than three (3) years since the final payment was made, the developer had not shown any progress whatsoever in the development of the project. The Complainants averred that the developer continued to deliberately avoid all responsibility and legal obligations. Furthermore, it was submitted that despite multiple attempts made by the Complainants to contact the developer through personal visits and oral requests, the developer had failed to respond in any meaningful or constructive manner.

7. Consequently, the Complainants firmly asserted that this continuous and deliberate conduct on the part of the promoter constituted an unfair trade practice, a clear breach of contract, and a gross deficiency in service. It was submitted that these actions were in direct violation of the Complainants' rights as consumers under the law, specifically including the statutory protections guaranteed under the Real Estate (Regulation and Development) Act, 2016.

B. Relief(s) Sought

8. Accordingly, the Complainants sought the following reliefs:

i. *Take cognizance of this complaint and initiate appropriate legal proceedings against M/s. BVR Infra Developers;*

ii. *Refund of the entire amount of Rs. 10,95,000/- paid by us to the promoter, along with interest at a reasonable rate for the delay and retention of our funds;*

iii. *Compensation for mental agony, hardship, and financial loss suffered due to the failure of the promoter to honor the agreement;*

iv. *Costs of litigation and any other incidental expenses incurred by us in pursuing this complaint;*

v. *Grant any other relief deemed just, fit, and proper in the facts and circumstances of the case.*

C. Point(s) for Consideration

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

I. Whether the Respondent has violated Section 3 of the Real Estate (Regulation and Development) Act, 2016?

II. Whether the Complainant is entitled to the relief sought? If so, to what extent?

D. Observations of the Authority

10. The record clearly indicates that despite due service of notice and Show Cause Notice, duly effected through postal and personal service as well as Substituted Service, the Respondent has failed to appear before this Authority or file any written response to contest the allegations made by the Complainant. In these circumstances, and upon being satisfied that due process has been duly followed and all procedural requirements have been complied with, this Authority proceeds ex parte against the Respondent.

Point I

11. This Authority proceeds to examine whether the Respondent, M/s. BVR Infra Developers, has violated Section 3 of the RE (R&D) Act, 2016 by marketing, advertising, and

accepting sale consideration in respect of plots in the project "SV Golden City-III" without obtaining prior registration of the said project with this Authority.

12. Section 3 of the RE (R&D) Act, 2016 is reproduced hereunder for ready reference:

> *"3. Prior registration of real estate project with Real Estate Regulatory Authority.—*
>
> *(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:*
>
> *Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:*
>
> *Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.*
>
> *(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required—*
>
> *(a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases:*
>
> *Provided that, if the appropriate Government considers it necessary, it may, reduce the threshold below five hundred square meters or eight apartments, as the case may be, inclusive of all phases, for exemption from registration under this Act;*
>
> *(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;*
>
> *(c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.*
>
> *Explanation.— For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a standalone real estate project, and the promoter shall obtain registration under this Act for each phase separately."*

13. A perusal of the records available with this Authority clearly establishes that the project "SV Golden City-III," being developed and promoted by M/s. BVR Infra Developers at Kadthal Revenue Village, Kadthal Mandal, Ranga Reddy District, Telangana, has not been registered with this Authority under the RE (R&D) Act, 2016 till date. The project does not find any mention in the records of this Authority and no RERA registration number has been obtained by the Respondent in respect of the said project.

14. The Respondent had obtained a Tentative Layout Permission bearing T.L.P. No. 221/2020/H from the Directorate of Town and Country Planning for the project, which is depicted in the project brochure and the Agreement of Sale entered into with the Complainant. However, it is necessary to emphasize that a layout permission obtained from a planning authority such as DTCP is a statutory approval pertaining to the physical development of the land and is entirely distinct from the mandatory registration required under the RE (R&D) Act, 2016. The possession of a DTCP layout approval does not exempt a promoter from the obligation to register the project with the Real Estate Regulatory Authority before marketing, advertising, or accepting advances from the public in respect of plots within such a layout.

15. The project brochure of "SV Golden City-III," which is available on various websites and has been placed on record, depicts the complete layout plan of the project. A perusal of the said brochure reveals that the project comprises a total of 85 (eighty-five) residential plots, with individual plot sizes ranging from approximately 202 square yards to 923 square yards, situated in Survey Nos. 321/2/ఆ, Kadthal Village, Kadthal Mandal, Ranga Reddy District, over a total admeasuring area of 3425 square yards, which is equivalent to approximately 2863 square meters. The total number of plots in the project, being 85, and the total area of the project, being approximately 2863 square meters, both substantially and manifestly exceed the thresholds of 8 plots and 500 square meters prescribed under Section 3(2)(a) of the Act for exemption from mandatory registration. The project is therefore not entitled to any exemption from the registration requirement under the Act, and the obligation to obtain prior registration under Section 3(1) was fully and squarely applicable to the Respondent.

16. Notwithstanding this statutory obligation, the Respondent proceeded to advertise and market the project "SV Golden City-III" to the general public through a commercially produced brochure depicting the DTCP-approved layout plan, the project highlights, and the developer's branding, and entered into an Agreement of Sale dated 13.02.2024 with the Complainants for the purchase of Plot No. 28 in the said project, accepting the full sale consideration of Rs. 10,95,000/- in five installments between August 2022 and December 2022. The Agreement of Sale dated 13.02.2024, executed between the Respondent and the Complainants, is itself direct, cogent, and conclusive evidence that the Respondent was engaged in the sale of plots in an unregistered project, in brazen contravention of the mandatory prohibition contained in Section 3(1) of the Act. The Respondent, having been set ex parte, has not placed any material before this Authority to demonstrate that the project was registered at any point prior to or at the time of the said Agreement of Sale or the acceptance of the sale consideration.

17. Accordingly, this Authority holds that the Respondent, M/s. BVR Infra Developers, represented by its Managing Partner Sri B. Venkateswarlu, has committed a clear and established violation of Section 3 of the RE (R&D) Act, 2016 by advertising, marketing, and accepting sale consideration in respect of plots in the project "SV Golden City-III" without obtaining mandatory prior registration of the said project with this Authority. Such a violation renders the Respondent liable for penal action under Section 59 of the Act. The Secretary, TG RERA, is accordingly directed to take steps for imposition of penalty upon the Respondent under Section 59 of the RE (R&D) Act, 2016.

Point I is answered in the affirmative.

Point II

18. Having established the violation of Section 3 of the Act, this Authority now proceeds to examine the Complainants' entitlement to refund of the sale consideration paid along with interest under Section 18 of the RE (R&D) Act, 2016.

19. The facts placed on record establish that the Complainants, Mrs. M. Sheela and Mr. Padma Sreeramulu, paid the full and final sale consideration of Rs. 10,95,000/- (Rupees Ten Lakhs Ninety-Five Thousand Only) to the Respondent towards Plot No. 28 in the project "SV Golden City-III," in five installments as follows: Rs. 50,000/- on 14.08.2022; Rs. 50,000/- on 15.08.2022; Rs. 1,50,000/- on 23.10.2022; Rs. 3,00,000/- on 28.10.2022; and Rs. 5,45,000/- on 01.12.2022. The Respondent has failed to execute and register the sale deed in favour of the Complainants, failed to deliver possession of Plot No. 28, and failed to complete or develop the project in any manner, despite the lapse of more than three years since the final payment was made. The Respondent has also completely failed to respond to the Complainants' personal visits and communications.

20. Section 18(1) of the RE (R&D) Act, 2016 is reproduced hereunder for ready reference:

> *"18. Return of amount and compensation.—*
>
> *(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,*
>
> *the promoter 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."

21. In the present case, the Respondent has completely failed to develop the project, register the sale deed, or deliver possession of Plot No. 28 to the Complainants, despite having received the full sale consideration of Rs. 10,95,000/-. The project was not even registered under the Act, as established under Point I hereinabove. There is therefore no prospect of completion or delivery of the subject plot in the foreseeable future, and the Complainants are fully entitled to seek withdrawal from the transaction and refund of the entire amount paid with statutory interest. The statutory conditions for the exercise of the right of refund under Section 18(1) of the Act are accordingly fully satisfied in the present case.

22. Accordingly, this Authority holds that the Complainants are entitled to a refund of the total amount paid of Rs. 10,95,000/- (Rupees Ten Lakhs Ninety-Five Thousand Only) along with interest at the rate of 10.70% per annum, being the State Bank of India's Marginal Cost of Lending Rate of 8.70% plus 2%, as prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from the respective dates of each payment made by the Complainants, until the date of actual refund, in accordance with Section 18(1) of the RE (R&D) Act, 2016.

23. With regard to the Complainants' claim for compensation for mental agony, hardship, and financial loss, and for costs of litigation, this Authority observes that claims for compensation in the nature of damages fall within the exclusive jurisdiction of the Adjudicating Officer appointed under Section 71 of the RE (R&D) Act, 2016, and cannot be adjudicated by this Authority in the present proceedings. The Complainants are accordingly at liberty to approach the Adjudicating Officer under Section 71 of the Act for adjudication of their claims for compensation, if so advised.

Point II is answered accordingly.

E. Directions of the Authority

24. In light of the discussions and findings made hereinabove, this Authority, in exercise of its powers under Sections 37 and 38 of the RE (R&D) Act, 2016, issues the following directions:

i. The Secretary, TG RERA, is directed to take steps for imposition of penalty upon the Respondent, M/s. BVR Infra Developers, represented by its Managing Partner Sri B.

Venkateswarlu, under Section 59 of the RE (R&D) Act, 2016 for violation of Section 3 of the Act.

ii. The Respondent, M/s. BVR Infra Developers, represented by its Managing Partner Sri B. Venkateswarlu, is directed to refund the total amount of Rs. 10,95,000/- (Rupees Ten Lakhs Ninety-Five Thousand Only) to the Complainants, Mrs. M. Sheela and Mr. Padma Sreeramulu, along with interest at the rate of 10.70% per annum (SBI MCLR of 8.70% + 2%) as prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from the respective dates of payment made by the Complainants, until the date of actual refund, in accordance with Section 18(1) of the RE (R&D) Act, 2016, within a period of 30 (thirty) days from the date of receipt of this Order.

iii. Failing to comply with the above directions shall attract further penal action against the Respondent in accordance with Section 63 of the RE (R&D) Act, 2016.

25. In view of the above, the present complaint is disposed of. No order as to costs.

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA