

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 491 of 2025**

**Dated: 9th March, 2026**

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

**Allenki Anil Kumar,**

*R/o. H.No.1-29, Near Post Office, Telukunta,*

*Mandal: Julapally, Peddapally District – 505525.*

**...Complainant**

**Versus**

**M/s. Bhuvanteja Infraprojects Pvt Ltd.,**

*Represented by its Managing Director Sri. Chekka Venkata Subrahmanyam,*

*O/o: 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 mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person, and none for the Respondent despite service of notice, hence set ex-parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass 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. It is submitted that the Complainant entered into an Agreement of Sale with the Respondent on 02<sup>nd</sup> October 2021 for the purchase of a residential apartment. The Complainant stated that in pursuance of the said agreement, he paid a total sum of ₹24,58,000/- (Rupees Twenty-Four Lakh Fifty-Eight Thousand Only) to the Respondent as sale consideration.

4. It is further submitted that the agreement pertained to a property identified as Flat No. 805, located in 'A Block' on the 8th Floor of the Respondent's project known as "HAPPY HOMES (SHAMEERPET)".

5. The Complainant contends that as per the terms of the Agreement of Sale, the Respondent was obligated to complete construction and hand over possession of the apartment within a period of 36 months.

6. It is alleged that the Respondent failed to fulfil the conditions of the agreement. The Complainant submits that, despite the lapse of the stipulated 36-month period and having received the aforementioned payment, the Respondent had not handed over the apartment.

***B. Relief(s) Sought:***

7. Accordingly, the Complainant sought the following relief:

- i. *To direct the Respondent to hand over possession of the apartment situated in 'Happy Homes', A-Block, at Shameerpet, as per the Agreement.*
- ii. *To direct the Respondent to refund the entire amount paid by the Complainant, together with interest thereon at the rate of 36% per annum.*

***C. Points to be determined:***

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

- I. Whether the Respondent has 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:***

9. The record clearly indicates that despite due service of notice through registered post and personal service, the Respondent has failed to appear before this Authority, nor have they filed any written response or made any representation to contest the allegations made by the Complainant. Such persistent non-appearance and failure to respond, despite repeated opportunities afforded, demonstrate a deliberate disregard for the proceedings of this Authority. Therefore, after being satisfied that due process was duly followed and all procedural requirements were complied with, this Authority was constrained to proceed ex parte against the Respondent.

***Point I***

10. Upon careful perusal of the records and the submissions placed before this Authority, it is observed that the subject project titled “Happy Homes (Shameerpet)”, being developed by the Respondent, M/s. Bhuvanteja Infraprojects Private Limited, remains unregistered with this Authority. As per the Agreement of Sale dated 02.10.2021 executed between the Complainant and the Respondent, the proposed project is situated in multiple survey numbers at Shameerpet Village & Mandal, admeasuring approximately Ac. 10.37 guntas. 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.

11. 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.

12. 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”*

Point I is answered accordingly.

## ***Point II***

13. Upon perusal of the material available on record, it is noted that the Complainant entered into an Agreement of Sale dated 02.10.2021 with the Respondent for the purchase of Flat No. 805, located in A-Block, 8th Floor of the project titled “Happy Homes (Shameerpet)”. As per the terms of the said Agreement of Sale, the Complainant has paid the entire sale consideration amounting to ₹24,58,000/- (Rupees Twenty-Four Lakh Fifty-Eight Thousand Only) to the Respondent. The Complainant has also placed on record the relevant payment receipts evidencing the said transaction.

14. 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.

15. 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.

16. 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.

17. 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.”*

18. Accordingly, this Authority holds that the Complainant is entitled to the refund of the entire sale consideration paid, i.e., Rs. 24,58,000/-, along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., State Bank of India's MCLR plus 2% per annum (8.70% + 2% = 10.70%), calculated from the respective dates of payments made until full and final realization of the amount.

*Accordingly, Point II is answered.*

***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:

- i. The Respondent is directed to refund the entire amount of Rs.24,58,000/- (Rupees Twenty-Four Lakh Fifty-Eight Thousand Only) along with interest at the rate of 10.70% per annum (SBI MCLR of 8.70% + 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 thirty (30) days from the date of this order.

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

21. 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**

**Sd/-**  
**Dr. N. Satyanarayana, IAS (Retd.),**  
**Hon'ble Chairperson,**  
**TG RERA**