BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 110 of 2025

Dated: 13th 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

Naredla Swathipriya
(R/o 151, Kamma Bazar, VTC: Tholukodu, PO: Tholukodu, Sub district: Mylavaram, District: NTR, A.P – 521230)

…***Complainant***

Versus

1. M/s. BhuvanTeza Infra Projects Pvt. Ltd
   (Rep by Chekka Venkata Subramanyam), #201, 2nd Floor, Lumbini Amrutha Chambers, Nagarjuna Circle, Road Number 3, Banjara Hills, Hyderabad-500082)
2. Chekka Venkata Subramanyam,
   (Flat# C-110, Jayabheri Orange County, Road #2, Financial District, Nanakramguda, Telangana – 500032)

… ***Respondents***

The present matters filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant in person 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 she had purchased a flat in the pre-launch sale from the Respondents. The flat purchased is Flat No. 304, Block-B, a 2BHK unit admeasuring 1040 sq. ft in Aura Velima Phase -1 developed by *M/s Bhuvanteza Infraprojects Pvt. Ltd.*, situated at

Velimela, Phase-I. The Complainant entered into an Agreement for Sale with *M/s Bhuvanteza Infraprojects Pvt Ltd.*, duly executed by its Managing Director, Mr. Chekka Venkata Subramanyam. The Complainant stated that he had paid a total sum of ₹27,00,000/- (Rupees Twenty Seven Lakhs only) towards the said flat, for which receipts were duly issued by the Respondent. The Complainant submitted that she has transferred Rs. 6,000,000/- after her execution of the Agreement of Sale to prove the same, she submitted that she has a UTR number along with a bank statement.

B. Relief Sought:

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

1. Direct the Respondent to complete and hand over the flat within 6 months and register the flat in Complainant's name
2. To be given existence constructed block-B partially constructed of the same area purchased as per the document.

C. Points to be determined:

5. 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 liable for relief as prayed for? If yes, to what extent?

D. Observation of the Authority:

6. 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

7. 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.

8. 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"*

9. Point I is answered accordingly.

Point – II

10. Upon perusal of the Agreement of Sale dated 12.01.2022 executed by the Respondents in favour of the Complainant, a s per the Agreement of slae and payment receipts it is evident that the Complainant has paid an amount of Rs. 21,00,000/- (Rupees Twenty One Lakhs 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- ORRGC Village, Ramachandrapuram- ORRGC Mandal, Sanaga Reddy District to an extent of 3954.39 Sq.Mts.

11. However, the Respondent No.1/Promoter has neither completed the construction activity in the said project nor demonstrated any bona fide intention to fulfil its contractual

obligations. Such continued inaction, even after collecting substantial amounts of money from the Complainant, points to a deliberate and dishonest course of conduct from the Respondent No.1/Promoter.

12. The Complainant has sought reliefs including possession, registration, and completion of the project. However, upon examination of the material on record, it is evident that 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 and statutory obligations towards the Complainant. Such continued inaction, despite having collected substantial amounts from the Complainant, indicates 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 thereto, has failed to establish any genuine intent or credible plan to initiate or resume construction. In view of the fact that the project has remained stalled for several years and that the Respondent Promoter has effectively abandoned the development altogether, this Authority finds it neither reasonable nor feasible to direct completion of the project at this stage.

13. Accordingly, in the considered view of this Authority, the appropriate relief in the present matter would be refund of the amounts paid by the Complainant, along with interest as prescribed, rather than directing completion of the project. This conclusion is drawn keeping in mind the beneficial object of the Real Estate (Regulation and Development) Act, 2016, which casts upon this Authority the duty to safeguard the interests of allottees. The Complainant, having already invested hard-earned money with legitimate expectations of timely delivery, cannot be made to wait indefinitely until the Promoter demonstrates bona fide intent or financial capacity to complete the project which, as on date, has not been established.

14. Accordingly, while the reliefs as sought by the Complainants cannot be granted in the form prayed, this Authority is of the considered view that the Complainants cannot be left remediless, and the only feasible course available in the interest of justice is to direct refund of the amounts paid by the Complainants along with appropriate interest, as provided under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, since the Respondent has failed to complete or even commence the construction of the project.

15. 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.

16. 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."*

17. 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.

18. However, it is to be noted that the Complainant submitted that she had transferred the amount Rs. 6,00,000/- after the entering of the Agreement of sale, and in her complaint submits that she has UTR number along with a bank statement; however, the Complainant fails to submit any documentary evidence before this to substantiate her claim, hence the said amount cannot be considered, and however liberty is given to the Complainant to present Rs. 6 Lakhs amount paid receipt to the Respondent while receiving refund along with interest of the paid amount.

19. 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.

20. Point II is answered accordingly.

E. Directions of the Authority:

21. 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. 21,00,000/- (Rupees Twenty one lakh 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 12.01.2022 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.

22. The Complaint stands disposed of. No order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Dr. N. Satyanarayana, IAS (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson**
TG RERA	**TG RERA**	**TG RERA**