BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 231/2026/TGRERA

Dated: 17th November, 2026

Quorum: **Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.), Hon'ble Chairman**
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between

1. **Kavitha Verrabhotla**
2. **Suraj Bharadwaj**

Both R/o. 3-43, First Floor, 2nd Cross,
Hastinapuri, Near Ganesh Temple,
Sainikpuri, Kapra, Sainikpuri,
Hyderabad, Telangana- 500094.

...Complainant(s)

And

M/s. Bhuvanteza Infraprojects Pvt. Ltd. Represented by

1. **Sri. Chekka Venkata Subrahmanyam (Managing Director)**

R/o. H. No. 15-31-RTP-1, Flat No. 406,
Rain Tree Park, Malaysian Township,
Near Club House, Kukatpally,
Hyderabad, Telangana- 500072.

…Respondent

The present matter filed by the Complainants herein came up for hearing before this Authority in the presence of the Complainants and none for the Respondent despite multiple opportunities given to appear before the bench, hence set ex-parte and 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 reliefs against the Respondents.

A. Brief Facts of the Case

3. The Complainants submitted that, on 01.03.2022 at Hyderabad, the Complainants entered into an Agreement for Sale with the Respondent, for the purchase of Flat No. 102, on the 1st Floor of A-Block, admeasuring 1,700 sq. ft., comprising a 3 BHK east-facing unit, together with one car parking space, proportionate undivided share of land measuring 64 square yards, and allied amenities in the project "Aura (Velimala)", situated at Velimala Village (G.P.), Ramachandrapuram Mandal, Sangareddy District. As per the Agreement for Sale, possession of the flat was to be handed over by December 2023. However, despite the contractual commitment, the construction of the project has been significantly delayed, and as on 18.06.2024, only about 30% of the construction had been completed.

4. The Complainants submitted that, despite repeated assurances, the Respondent failed to hand over possession within the agreed timeline and did not respond satisfactorily to repeated follow-ups. The delay has caused financial hardship, as the Complainants are paying both house rent and home loan EMIs, besides suffering mental agony.

5. The Complainants further alleged that construction has made negligible progress, with work in Blocks A and B remaining incomplete during site visits. It was also alleged that the Respondent failed to honour its assurance of paying rental compensation from January 2024 until delivery of possession.

6. The Complainants expressed apprehension that the Respondent may alienate the project land or divert project funds, as the sale deeds have not been executed and the project continues to be marketed. It was further alleged that the Respondent has not disclosed the development agreement with the landowners and has failed to obtain the necessary statutory approvals and registration, resulting in undue delay in completion of the project.

B. Relief(s) Sought

Accordingly, the Complainants sought the following reliefs:

a) Direct the respondent to complete the construction and handover possession of the flat within a stipulated time frame- by December 2026.

b) Award compensation for the delay in possession.

c) Refund the amount paid along with interest if the respondent fails to complete the project within the stipulated time.

d) Rectify any defects in the construction as per the agreed specifications.

e) Award compensation for the mental harassment and inconvenience caused due to the delay and substandard construction.

f) Award the cost of litigation incurred by me in pursuing this complaint.

C. Points for Consideration

7. After considering the facts stated and submissions made by the Complainants, the following questions arise before this Authority:

i. Whether the Respondent has violated any provisions of the RE(R&D) Act, 2016?

ii. Whether the Complainants are entitled to the reliefs sought in the present Complaint, and if so, to what extent?

D. Observations of the Authority

Point I

8. From such undisputed and unrebutted pleas and assertions of the Complaints, and upon perusal of the available documents submitted by Complainants, it is evident that the Respondent has sold a Flat No. 102, 1st Floor, A- Block, measuring 1700 sft, 3 bhk east facing, including car parking and amenities in the project "Aura (Velimela)" Phase-1 at Velimela Village, Ramachandrapura Mandal, Sanga Reddy District, Hyderabad (hereinafter referred to as the "Scheduled property").

9. It is observed that the Respondent herein is also identified as Respondent in the earlier cases filed by several Complainants against the said Respondent vide Complainant Nos. 105/2024, 130/2024,135/2024,200/2024,202/2024, 203/2024 and 205/2024 respectively wherein the Respondent/Promoter, in respect of the project 'Aura (Velimela),' was held to have violated Sections 3 & 4 of the RE(R&D)Act, 2016, by initiating marketing and sale of unit in its project "Aura Velimela" Phase –I without securing the mandatory registration under RE(R&D) Act and accordingly found it to be liable to pay penalty and imposed a penalty of Rs. 14,91,958/- (Rupees Fourteen Lakhs Ninety-One Thousand Nine Hundred and Fifty-Eight only).

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. In an earlier Complaint No. 264 of

2024, this Authority had taken cognisance of similar violations and 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 juris diction 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. Therefore, this Authority has already examined and adjudicated upon the violations of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016 in the aforementioned proceedings. In view of the same, no further adjudication under the said provisions is warranted at this stage, as it would amount to re-agitation of issues already decided, being hit by the principle of res judicata.

12. Point I is answered accordingly.

Point-II

13. As it has become clear from the discussions herein above and so also from the pleas, assertions and documents placed on record, by the Complainants, which remained unrebutted and uncontested, in the absence of any evidence or material produced before this authority on behalf of the Respondent, it is observed that the Respondent has collected a total amount of Rs. 26,00,000/- (Rupees Twenty Six Lakh Only) as an advance as per the Agreement of Sale dated 20.04.2022 placed on record by the Complainants for the Scheduled property. The total sale consideration as per the said Agreement of Sale is for an amount of Rs. 61,20,000/- (Rupees Sixty One Lakh Twenty Thousand Only) wherein a the balance sum of Rs. 31,20,000/- (Rupees Thirty One Lakh Twenty Thousand Only) is to be paid by way of bank loan. Further, it is clear that, despite receiving considerable amount of sale consideration, the Respondent has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to execute the project in accordance with the law.

14. It is also observed that as per the Agreement of Sale dated 20.04.2022, the date of handing over of possession is 24 months with an additional period of six months from the date of permission from HMDA authority.

15. Further, the Respondent has neither completed the project nor handed over possession of the subject apartment to the allottee and has also failed to demonstrate any bona fide intention to fulfil its contractual obligations towards the Complainants. Such continued inaction, despite having collected substantial amounts from the Complainants, reflects a deliberate and dishonest course of conduct on the part of the Respondent 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 abandoned the development altogether, this Authority deems it appropriate to grant relief to the Complainants in the form of a refund of the amount paid, rather than directing completion of the project, which is neither practical nor substantiated by any demonstrated intent or capacity of the Promoter.

16. In these circumstances, 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 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 promoter.

17. In light of the above foregoing observations, this Authority notes that the Complainants are entitled for relief 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."*

18. As has been established, upon perusal of the receipts and documentary material placed on record by the Complainants, this Authority observes that the Complainants have substantiated payment receipts issued by the Respondent in favour of Smt. Kavitha Veerubhotla towards the part sale consideration to the extent of Rs. 26,00,000/- (Rupees Twenty Six Lakh

Only). The same has been acknowledged by the Respondent in the Agreement of Sale dated 20.04.2022. Accordingly, this Authority shall consider the amount of Rs. 26,00,000/- (Rupees Twenty Six Lakh Only) for the purpose of granting a refund. Therefore, the Respondent is directed to refund the said amount along with applicable interest.

19. In view of the findings recorded hereinabove and in exercise of powers contended under Section 18(1)(a) of the RE(R&D) Act, 2016, this Authority holds that the Complainants are entitled to withdraw from the project and seek a refund of the amount paid.

20. Accordingly, the Complainants are entitled for refund of the amount paid to the Respondent with 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., 8.70% + 2%), calculated from the respective date of Agreement of Sale dated 20.04.2022 until the date of actual refund.

21. With regard to the relief sought by the Complainants for rectification of defects in the subject flat, it is observed that this relief is incidental to the relief seeking completion of the project and handover of possession. Since the Complainants have alternatively sought a refund of the amount paid along with interest, which is being allowed by this Authority, no separate adjudication is warranted in respect of the relief seeking rectification of defects.

22. With respect to the relief sought by the Complainants, regarding the claim for compensation for mental harassment, inconvenience caused due to the delay and costs of litigation, this Authority observes that such a claim partakes the nature of compensation for delay which shall be undertaken by the Adjudicating Authority. Under the scheme of the Real Estate (Regulation and Development) Act, 2016, the power to adjudicate claims relating to compensation, interest, or any other monetary relief arising out of alleged loss or damage suffered by an allottee is specifically vested in the Adjudicating Officer appointed under Section 71 of the RE(R&D) Act, 2016.

23. Accordingly, the Complainants are at liberty to approach the Adjudicating Officer appointed under Section 71 of the Real Estate (Regulation and Development) Act, 2016, if so advised, for redressal of the said claim in accordance with law.

24. Point II is answered accordingly.

E. Directions of the Authority

25. 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 is directed to refund Rs. 26,00,000/- (Rupees Twenty Six Lakh Only) along with interest at the rate of 10.85% per annum (SBI MCLR of 8.85% + 2%) from the date of the Agreement of Sale dated 20.04.2022 till the date of actual refund in accordance with Rule 15 of the Telangana RE(R&D) Rules, 2017 and the same shall be refunded within 45(forty-five) days from the date of this Order;

26. Further, this Authority has already declared the Respondent as a defaulter for continuous and wilful violation of the provisions of the Real Estate (Regulation and Development) Act, 2016. Consequently, all developmental activities undertaken by the Respondent–Promoter in respect of the said project stand terminated with immediate effect. The Respondent is hereby restrained from undertaking any further advertisement, marketing, booking, sale, or offering for sale of any apartment or part thereof in the said project, or in any other project in the future, in any manner whatsoever.

27. 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.

28. In view of the above, the present complaint is disposed of. There shall be no order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri. K. Srinivasa Rao,	**Sri. Laxmi Narayana Jannu,**	**Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.),**
Hon'ble Member	**Hon'ble Member**	**Hon'ble Chairman**
TG RERA	**TG RERA**	**TG RERA**