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

Complaint No. 330 of 2026

Dated: 17th November, 2026

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

Between:
Shaik Shabeer, S/o SK Afzal,
R/o. Flat No.301, Harshil Tirumala Meadows Colony,
Chilkanagar, Uppal, Telangana- 500039.

… Complainant

Versus

1)M/s Nest Infra Developers,
Represented by its Managing Director, Girivardhan Goud,
Office address at II Floor, GSR Enclave,
Uppal Bhagayath Phase-II, Near Shilparamam,
Telangana- 500039

… Respondent

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY

The present Complaint has been filed by the Complainant as mentioned hereinabove, 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.

2. The matter was taken up for hearing on 09.10.2026 before this Authority. The Complainant appeared in person, whereas there was no appearance on behalf of the Respondent despite due service of notice. Accordingly, the matter was set ex-parte. Upon hearing the submissions advanced by the Complainant and perusal of the material available on record, this Authority proceeds to pass the following **ORDER:**

A. Brief facts of the Case as per the Form M filed by the Complainant:

3. The Complainant states that on 03.11.2025, he paid a token/booking amount of ₹1,00,000 (Rupees One Lakh only) to the Respondent, M/s Nest Infra Developers through UPI

for Plot No. 86 in the project 'RAYAN ENCLAVE', Anampatla, Bibinagar, District, Bhongir, Telangana.

4. It is the case of Complainant that the Respondent represented that final layout had been approved. But, when HDFC requested for final approval, the Respondent submitted only the Layout Plan, which made the Complainant suspicious and he decided to cancel the booking.

5. The Complainant requested for cancellation and refund of the token amount on 11.11.2025. Despite repeated follow-up through phone calls and personal visits, the Respondent failed to refund the amount and failed to provide any valid reason or timeline for repayment. Further, the address on the receipt was incorrect, resulting in delays and additional follow-ups. The Complainant states that the conduct of the company amounts to deficiency in service and breach of contract and trust, and has caused financial loss and mental harassment.

6. The Complainant further states that at the time of booking, the management said that if the Complainant was not interested he could cancel and submit a request at any time. But once he put in the request for refund, they refused to refund the amount.

B. Relief(s) Sought:

In view of the facts mentioned above, the Complainant prays for the following reliefs:

Direct the respondent to refund Rs. 1,00,000 (Rupees One Lakh only) being the token/booking amount paid on 3 November 2025, along with interest at the rate as per RERA norms from the date of payment till the date of actual realization of the amount.

C. Points for Consideration:

I. Whether the Respondent has violated Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, by failing to register the Anampatla project - "Rayan Enclave" with this Authority?

II. Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?

D. Observations of the Authority:

7. The record reflects that despite due service of notice, the Respondent failed to appear before this Authority, and did not file any counter, written statement, or explanation to contest the allegations made by the Complainant. The continued absence of the Respondent and failure to participate in the proceedings, despite due notice and repeated opportunities afforded,

demonstrate a lack of diligence and disregard for the adjudicatory process of this Authority. Hence, this Authority was constrained to set the Respondent ex parte on 09.10.2026 and to proceed with the matter on the basis of the material available on record.

Point I:

8. Having thus established the Respondent's continued non-participation, this Authority now proceeds to examine the core issue namely, whether the Respondent has contravened the mandatory registration requirement under Section 3 of the Real Estate (Regulation and Development) Act, 2016. Section 3(1) of the Real Estate (Regulation and Development) Act, 2016, imposes a categorical bar against any promoter advertising, marketing, booking, selling, or offering for sale any plot, apartment, or building in a real estate project without prior registration of the project with the Real Estate Regulatory Authority.

9. This provision is a substantive legal mandate and not a mere procedural formality. Registration under the RE(R&D) Act, 2016 ensures that a project adheres to essential regulatory safeguards including sanctioned plans, lawful title, financial prudence, and declared timelines, thereby serving the larger objectives of consumer protection and transparency in the real estate sector.

10. The only statutory exemption to the mandate under Section 3(1) is provided in Section 3(2) of the RE(R&D) Act, 2016, which exempts projects where the land proposed to be developed does not exceed 500 square meters or the number of apartments does not exceed eight. However, there was nothing placed on record to show whether the land proposed to be developed requires mandatory registration or whether it falls within the statutory exemption.

11. Having said that, it came to this Authority's notice that the Respondent is advertising a project on their website which pertains to the same subject area where the Complainant's plot is situated i.e., Anampatla, Bibinagar, District, Bhongir, Telangana. Hence, this Authority is of prima facie opinion that the Respondent is advertising the project without registering the project with this Authority.

12. The proposed layout plan available on their website reveals that the said project is being developed in an area admeasuring 10-22.60 Gts out of which plotted area is 31450.76 Sq. yds with 163 plots earmarked. This translates to a land area well in excess of 500 square meters. The proposed project squarely falls within the scope of Section 3(1) and is not exempted under

Section 3(2) of the RE(R&D) Act, 2016. Consequently, registration with the Authority was a mandatory pre-condition before any form of advertisement, agreement, or collection of funds could take place.

13. Despite collecting funds, the Respondent has not obtained RERA registration for the said project under Section 3. Engaging in commercial activities of advertising, soliciting bookings, executing agreements, and receiving substantial consideration from allottees without registration constitutes a clear and wilful contravention of Section 3(1) of the RE(R&D) Act, 2016. The actions of the Respondent are in direct violation of the transparency and accountability framework mandated by the statute.

14. Hence, the Secretary TG-RERA is directed to issue Show Cause Notice to the Respondent calling upon them to explain within (30) days as to why action should not be initiated against them for violation of Sections 3 and 4 of the RE(R&D) Act, 2016, including imposition of penalty under Sections 59 and 60 of the Act, for advertising, marketing, and booking/selling units in the project without RERA registration.

15. Pointed I is answered accordingly.

Point II:

16. As the Complainants have specifically sought for refund of the token/booking amount paid, this Authority has carefully examined the submissions made by the Complainant, the material placed on record and the obligations of the Respondent under the statutory framework under the Real Estate (Regulation and Development) Act, 2016.

17. The proof of payments and payment receipt establish that the Respondent had received a substantial sum of Rs.1,00,000/- (Rupees one Lakh only) from the Complainant in respect of Plot No. 86 in project ‘Rayan Enclave’ and issued a payment receipt dated 03.11.2025 acknowledging the same. The Respondent has clearly offered to sell a plot and collected amount without registering the project with RERA and thereby has contravened Section 3 of the RE(R&D) Act, 2016.

18. The Complainant submitted that pursuant to the payment, when the HDFC Bank sought for final approval, the Respondent submitted only the proposed layout plan. Consequently, the Complainant was left with a reasonable suspicion as to whether the Respondent possesses the

requisite permissions for developing the project and hence sought for cancellation on 11.11.2025.

19. Complainant further submitted that at the time of paying the booking amount Respondent's management stated that he could seek for cancellation at any time and that the amount paid shall be refunded. Contrary to what was stated, when the Complainant sought for cancellation and refund, there was no response from the Respondent. Further, there was no identifiable or functional office of the Respondent at any known location. The Complainant stated that he was unable to locate the Respondent or establish any line of communication.

20. On 09.09.2026, when the matter came up for second hearing, the Complainant submitted that the Respondent gave an oral assurance to refund 70,000/- after deducting 30,000/-. Having collected the amount by misrepresenting that the project had requisite permissions, the Respondent should have refunded the entire amount without forfeiting any portion of it.

21. However, despite the assurances made, the Respondent neither initiated any refund nor appeared before this Authority to contest their case. This continued inaction to appear before this Authority and failure to honour express commitments clearly establish the Respondent's default, both in terms of contractual obligations and the statutory provisions of the RE(R&D) At, 2016.

22. Therefore, this Authority holds that the Complainant having invested a substantial sum in good faith based on the representations made by the Respondent and in expectation of acquiring the allotted space has been wrongfully deprived of their rights due to the Respondent's misrepresentation. Although, it was the Complainant who, on his own account, sought for cancellation, there is a substantial and valid reason necessitating such cancellation. Therefore, the Complainants' claim for refund is not only factually justified but is also legally sustainable under the RE(R&D) At, 2016 and he shall be refunded the entire amount without any deduction/forfeiture.

23. Hence, Point No. II is answered in favour of the Complainant.

E. Directions of the Authority:

24. In view of the forgoing, this Authority, in exercise of the powers conferred under Sections 37 and 38 of the Act, hereby directs as follows:

a. The Secretary, TG RERA, is directed to issue Show Cause Notice to the Respondent calling upon them to explain within (30) days why action should not be initiated against them for violation of Sections 3 and 4 of the RE(R&D) Act, 2016.

b. The Respondent shall refund to the Complainant the amount of Rs. 1,00,000.- (Rupees One Lakh only) within fifteen (15) days from the date of receipt of this order.

c. Failing compliance of the above directions, the Respondent shall be liable to penalty under Section 63 of the Act.

25. As a result, the complaint is allowed. 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 Chairperson,**
TG RERA	**TG RERA**	**TG RERA**

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY