

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

***Dated: 18<sup>th</sup> February, 2026***

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

***COMPLAINT NO. 143/2024/TGRERA***

***Between***

**Sri. V Solman Raju,**  
R/o. Plot No. 158,  
Vijaya High School Backside,  
Shapur Nagar Jeedimetla,  
Hyderabad - 500055.

***...Complainant***

***AND***

**1. M/s. Tulasi Constructions,**

C/o. Green Metro Infratech Projects Pvt. Ltd.,  
Represented through its Authorised Representative  
Mr. Boddu Ashok,  
R/o. H.No.: 8-2-293/82/A/787,  
Plot No. 787, 3<sup>rd</sup> Floor,  
Apurupa Turbo, Rd. No. 36,  
Near croma, CBI Colony, Jubilee Hills, Hyderabad, Telangana- 500033.

**2. M/s Bhuvanteza Infra Projects Pvt. Ltd.,**

Represented through its Authorised Representative,  
Mr. Chekka Subrahmanyam,  
Flat No. 201, Second Floor,  
Lumbini Amrutha Chambers, Nagarjuna Circle,  
Road No.3, Banjara Hills,  
Hyderabad, Telangana. -500082.

***...Respondents***

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant, and the Counsel for Respondent No.1, none for Respondent No.2 who was therefore set *ex-parte*. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER**:

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 “RE(R&D) 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:**

2. It is submitted by the Complainant that the present complaint is filed against Mr. Boddu Ashok, Director of Tulasi Constructions, and Mr. Chekka Subrahmanyam, Director of Bhuvanteza Infra Projects Pvt. Ltd., for indulging in fraudulent activities and for dishonestly inducing the Complainant to part with his hard-earned money. It is submitted that Mr. Boddu Ashok, through Tulasi Constructions, launched an apartment project under the name and style of “Tulasi Lake Front” at Suraram and appointed Bhuvanteza Infra Projects Pvt. Ltd. as the Sales and Marketing Agency for the said project.

3. It is submitted that the Complainant booked a flat in the said Tulasi Lake Front project at Suraram through the channel partner, namely Bhuvanteza Infra Projects Pvt. Ltd., and paid the total agreed sale consideration of ₹31,00,000/- (Rupees Thirty-One Lakhs only). Despite payment of the entire agreed amount, the Complainant has been awaiting registration of the flat for more than two years. It is further submitted that Tulasi Constructions and Bhuvanteza Infra Projects Pvt. Ltd. are having inter se financial disputes, on account of which the registration of the Complainant’s flat is being deliberately delayed.

4. It is submitted that upon payment of the entire sale consideration, the Complainant received an Agreement of Sale issued by Tulasi Constructions, duly authorized by Mr. Boddu Ashok. However, despite repeated requests and follow-ups for registration, the Respondents have failed to register the flat. On the contrary, when the Complainant approaches the Respondents seeking registration, the Complainant is being threatened and harassed.

5. It is submitted that the acts and omissions of Tulasi Constructions and Bhuvanteza Infra Projects Pvt. Ltd. are fraudulent, unfair, and deceptive in nature, and have caused the Complainant severe mental agony, emotional distress, and financial hardship. It is therefore submitted that the Complainant is constrained to approach this Hon’ble Authority and urges the TG RERA to take immediate and appropriate action against Tulasi Constructions and Bhuvanteza Infra Projects Pvt. Ltd. for their fraudulent practices.

6. It is further submitted that the Complainant seeks a thorough investigation into the matter so as to ensure that justice is rendered and suitable legal action is taken against the persons responsible for the aforesaid deceitful conduct. The Complainant has annexed all relevant documents, including proof of payments and the Agreement of Sale, for the kind perusal of this Hon'ble Authority and for the purpose of investigation.

**B. Relief Sought**

7. The Complainants accordingly sought the following reliefs:

- i. *To direct the Respondents to register the allocated apartment Flat 103, Block 18 at Tulasi Lake Front, Suraram.*

**C. Interim Order:**

- i. *To send orders to sub-registrar to hold allotted flat registration to any other buyer.*

**D. Point for Consideration:**

9. Basing on the facts and circumstances, present issues sprout for consideration:

*Whether the Complainant is entitled to any relief? If so, to what extent?*

**E. Observations of the Authority:**

10. Notices have been issued to the Respondents, however, same were returned for Respondent No.2 and therefore, the Complainant was directed to serve on the Respondent No.2 and submit proof of service. Accordingly, notices were served on Respondent No.2, yet none appeared on their behalf, and therefore they were set ex-parte on 21.10.2024. During the hearing, the Complainants reiterated the contents of their complaint whereas, the Respondent No.1 prayed to dismiss the complaint against Respondent No.1 as there exists no privity of contract between the Complainant and the Respondent No.1.

11. The material on record discloses that the Complainant has initially entered into an Agreement of Sale dated 24.12.2020 with Respondent No.2 in respect of Flat No.103 in the project styled as "Tulasi Lake Front", for a total sale consideration of ₹31,00,000/-. Under the said Agreement, Respondent No.2 represented itself as vendor and undertook to deliver possession within 24 months, with a grace period of six months, from the date of obtaining Building Permission from GHMC and RERA Registration.

12. Subsequently, another Agreement of Sale dated 17.10.2022 has been executed in favour of the Complainant, wherein Respondent No.1 – M/s Tulasi Constructions through its duly authorised signatories, entered into the Agreement acknowledging the transaction. The said

Agreement pertains to the same Flat No.103 (West Facing), Block 18, 1st Floor, admeasuring 1025 Sq. Ft. (including common areas) along with one car parking slot and undivided share of land admeasuring 4.59 Sq. Yards out of total 800 Sq. Yards in Plot Nos. 96, 97, 116 and 117, situated at Suraram Village, Quthbullapur Mandal.

13. The Agreement dated 17.10.2022 unequivocally records that the entire sale consideration of ₹31,00,000/- has been received through the Marketing Channel Partner, namely Respondent No.2, and such receipt stands expressly acknowledged by Respondent No.1 and the landowner therein. Payment receipt of such payments have also been placed on record.

14. Clause 3 of the Agreement casts an obligation upon the Vendor to register the subject property after obtaining necessary approvals from competent authorities. Clause 4 mandates execution and registration of the Sale Deed in favour of the Vendee or its nominees. Clause 7 further obligates delivery of vacant, peaceful and physical possession along with relevant title documents at the time of registration.

15. A conjoint reading of the Agreements dated 24.12.2020 and 17.10.2022 and the payments receipts placed on record, makes it abundantly clear that both Respondents were privy to the transaction and jointly assured the Complainant that the flat would be registered in his favour upon receipt of the agreed consideration. The plea of absence of responsibility, therefore, is untenable.

16. The project obtained Building Permission on 21.01.2022 vide No. 2/C26/00070/2022 and thereafter secured RERA Registration on 04.04.2022 bearing Registration No. P02200004373. Even if the possession timeline is reckoned conservatively from the date of RERA Registration, the committed period of 24 months expired on 04.04.2024. Admittedly, till date the subject flat has not been registered in favour of the Complainant and Possession has not been handed over. Thus, there is a clear failure on the part of the Respondents to honour their contractual as well as statutory obligations.

17. The Complainant cannot be made to suffer on account of any inter se disputes between Respondent No.1 and Respondent No.2. Internal commercial arrangements between promoter and marketing channel partner cannot dilute or defeat the statutory rights of an allottee under the Real Estate (Regulation and Development) Act, 2016. The liability of the promoter is statutory in nature and cannot be delegated or avoided by attributing blame to intermediaries.

18. This Authority notes a pattern in multiple complaints involving these Respondents, wherein they attempt to shift liability inter-se, often misleading buyers. Respondent No.2 has previously been held in violation of Sections 9(1), 9(2), 10(c)(i)(B) read with Section 62, attracting penalties of ₹8,57,697/- in related complaints dated 24.01.2025. This Authority reiterates that promoters and agents cannot evade accountability by internal conflicts. Respondent No.1 is hereby cautioned that this Authority will not countenance any deliberate indifference, evasive conduct, or nonchalant disregard of statutory duties cast upon a promoter under the RE(R&D) Act. The obligations imposed under the RE(R&D) Act are mandatory and cannot be diluted by internal arrangements, commercial disputes, or delegation to third parties.

19. It is pertinent to note that Respondent No.2, on account of similar recurring violations and regulatory non-compliance, has already been declared a defaulter by this Authority in Complaint No. 264 of 2024, vide Order dated 14.07.2025. The conduct of Respondent No.2, therefore, reflects a continuing pattern of disregard for statutory obligations under the Real Estate (Regulation and Development) Act, 2016.

20. In view of the foregoing findings, this Authority holds that both Respondent No.1 and Respondent No.2 are jointly and severally liable to execute and register the subject Flat in favour of the Complainant and to hand over peaceful physical possession thereof, strictly in accordance with the Agreement of Sale and the mandate of Section 17 of the RE(R&D) Act.

21. In terms of Section 19(3) and Section 19(11) of the Real Estate (Regulation and Development) Act, 2016, an allottee is entitled to claim possession of the apartment and to participate in the execution and registration of the conveyance deed. Correspondingly, Section 17 of the RE(R&D) Act casts a mandatory obligation upon the promoter to execute a registered conveyance deed in favour of the allottee and to hand over physical possession within the stipulated period. The obligation under Section 17 is statutory, mandatory, and non-derogable. It cannot be defeated by internal arrangements between promoter and marketing agent, nor can it be postponed indefinitely after receipt of the entire sale consideration.

13. Accordingly, this Authority holds that Respondent No.1 and Respondent No.2 are jointly and severally liable to execute and register the Sale Deed in respect of Flat No.103, Block 18, Tulasi Lake Front Project, Suraram, in favour of the Complainant and to hand over peaceful physical possession thereof, strictly in compliance with Section 17 of the RE(R&D) Act, 2016.

14. This Authority further notes that the Agreement of Sale dated 24.12.2020 makes a reference to the subject unit being marketed as a “mortgaged” unit. However, no documentary material has been placed on record by the Complainant evidencing the existence of any subsisting mortgage, nor does the subsequent Agreement of Sale dated 17.10.2022 executed by both Respondents expressly disclose that the subject flat continues to remain under mortgage.

15. In the absence of any clear disclosure in the later Agreement, the Respondents cannot rely upon a vague reference to mortgage to indefinitely delay registration.

16. Nevertheless, in the event the subject unit is presently under a subsisting mortgage, the following directions are issued:

- a) Respondent No.1 shall, upon obtaining Occupancy Certificate for the project, take immediate and effective steps to secure release of the subject Flat from such mortgage or encumbrance.
- b) Within 15 (fifteen) days from the date of such release, Respondent No.1 shall execute and register the Sale Deed in favour of the Complainant.
- c) Respondent No.2, being the Marketing Channel Partner and having been instrumental in the transaction and receipt of consideration, shall ensure that the execution and registration are duly completed without further delay.

17. In the alternative, if the subject unit is not presently under any subsisting mortgage or encumbrance, Respondent No.1 is directed to execute and register the Sale Deed in favour of the Complainant within 30 (thirty) days from the date of this Order, strictly in accordance with Section 17 of the Real Estate (Regulation and Development) Act, 2016.

18. The Respondents are jointly and severally liable for compliance with the above directions. Any failure to adhere to the timelines stipulated herein shall attract proceedings under Section 63 of the Act, in addition to such other action as deemed appropriate under the provisions of the RE(R&D) Act, 2016.

***F. 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:

- a) Respondent No.1 and Respondent No.2 are held jointly and severally liable to execute and register the Sale Deed in respect of Flat No.103 (West Facing), Block 18, 1st Floor, admeasuring 1025 Sq. Ft., together with one car parking slot and proportionate undivided share of land, in favour of the Complainant.
- b) The Respondents shall simultaneously hand over vacant, peaceful, and physical possession of the said unit.
- c) It is observed that the Agreement dated 24.12.2020 makes a reference to the unit being marketed as a “mortgaged” unit. However, no conclusive material has been placed on record to establish the existence of a subsisting encumbrance. Accordingly, the following conditional directions are issued:
- i. If the subject Flat is not under any subsisting mortgage or encumbrance as on date, Respondent No.1 shall execute and register the Sale Deed in favour of the Complainant within 30 (thirty) days from the date of this Order.
  - ii. If the subject Flat is under a subsisting mortgage or encumbrance, Respondent No.1 shall take immediate and effective steps to secure release of the said Flat from such encumbrance and upon such release, execute and register the Sale Deed within 15 (fifteen) days thereof.
  - iii. Respondent No.2, having facilitated the transaction and receipt of consideration, shall ensure completion of the registration process and shall not obstruct or delay compliance.

20. Failure to comply with the above directions within the stipulated timelines shall attract proceedings under Section 63 of the RE(R&D) Act for non-compliance of orders of this Authority, in addition to such other regulatory action as may be deemed appropriate under the provisions of the RE(R&D) Act, 2016.

21. In lieu thereof, the present complaint stands disposed of.

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

**Sd/-**  
**Sri. Laxmi NaryanaJannu,**  
**Hon'ble Member**  
**TG RERA**