

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 56 of 2026

Dated: 24th August, 2026

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

Lily Sahu

*R/o: Braja Nagar, 1st lane
Near Radio Station, Brahmapur Sadar,
Ganjam, Odisha – 760001.*

...Complainant

Versus

M/s. Bhuvanteja Infraprojects Pvt Ltd.,

*Rep. by its MD, Sri Chekka Venkata Subramanyam,
Having office at: 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 on 19.06.2026 before this Authority in the presence of the Complainant 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 “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:

3. The Complainant submits that an Agreement of Sale was executed on 21.06.2022 at Hyderabad between the Complainant and the Respondent at the Respondent's office address. The agreement was executed in favour of the Complainant, for purchase of Flat No. 106, 1st Floor, B-Block, Aura-2 (Velimela), Velimela Village, Ramachandrapuram Mandal, Sangareddy

District, Telangana, measuring 1575 sq. ft., 3 BHK, west-facing, including amenities and car parking along with proportionate undivided share of land.

4. The Complainant further submits that the total sale consideration for the flat is Rs. 56,70,000/- (Rupees Fifty-Six Lakhs Seventy Thousand only). Out of this, the Complainant (vendee) submits that she has paid an advance amount of Rs. 14,17,500/- (Rupees Fourteen Lakhs Seventeen Thousand Five Hundred only) to the Respondent (vendor).

5. Despite lapse of 36 months from the date of agreement, the Complainant submits that the Respondent has not handed over possession of the flat. That the Respondent has not responded either at the office or residence, despite repeated efforts made by the Complainant, and is avoiding calls and contact deliberately.

6. The Complainant therefore submits that as per the terms of the Agreement (Part II, Page 3, Clauses 4, 10 and 11), it is stipulated that the vendee is entitled to refund of the full advance amount after expiry of 36 months from the date of the agreement.

B. Relief(s) Sought:

7. Accordingly, the Complainant sought the following reliefs:

- i. *To Direct the Respondent to refund the advance amount of Rs. 14,17,500/- (Rupees Fourteen Lakhs Seventeen Thousand Five Hundred only) paid by the Complainant, together with applicable/basic interest for the relevant period, in accordance with the terms of the Agreement of Sale (Part II, Clauses 1, 4 and 11);*
- ii. *To Grant such other relief(s) as this Hon'ble Authority may deem fit and proper in the interest of justice.*

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, personal service and also through substituted 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. From the undisputed pleadings of the Complainant and the documents placed on record, it is evident that the Respondent entered into an Agreement of Sale dated 21.06.2022 in respect of Flat No.106, 1st Floor, B-Block of Aura-02 (Velimela) project and received an amount of total Rs.14,17,500/- from the Complainant towards the sale consideration and the same is acknowledged by the Respondent in the Agreement of Sale. Despite receipt of the said amount as part payments on 14.05.2022, 25.05.2022 and 20.06.2022, the Respondent neither completed the project nor handed over possession of the subject flat even after expiry of the contractual period. The Respondent, though served with notice, failed to appear before this Authority and has chosen not to dispute the averments made by the Complainant.

11. This Authority further takes note that the Respondent herein has already figured in several complaints pertaining to the very same project namely "Aura-02 (Velimela)". In Complaint Nos. 395 of 2025, 116 of 2024 and 140 of 2024, this Authority had already adjudicated upon the conduct of the Respondent and held that the Respondent had violated the mandatory provisions contained under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, by undertaking sale and marketing of units without obtaining mandatory registration under the Act, and accordingly imposed the statutory penalty upon the Respondent.

12. Further, in Complaint No.264 of 2024, the 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”

13. 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 in the present Complaint. Accordingly, the proceedings pursuant to the Show Cause Notice dated 26.03.2026 issued against the Respondent in respect of the alleged violation of Sections 3 and 4 of the Act are hereby closed.

14. As per the discussion made in the foregoing paragraphs and the findings given therein, Point I is answered accordingly.

Point-II

15. From the pleadings, documents placed on record and the unrebutted evidence of the Complainant, it stands established that the Respondent has received an amount of Rs.14,17,500/- from the Complainant towards purchase of the subject flat. It is observed that the Respondent has neither completed the project nor delivered possession of the flat. Even after receipt of notice from this Authority, the Respondent has not chosen to contest the proceedings or place any material before this Authority explaining the delay or demonstrating any genuine intention to complete the project.

16. 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. 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.

17. It is evident that the Respondent has failed to honour statutory obligations under the RE(R&D) Act, 2016 and also the contractual obligations undertaken under the Agreement of Sale. The conduct of the Respondent clearly demonstrates continued inaction and abandonment of its obligations towards the Complainant. Such continued inaction, despite having collected substantial amounts from the Complainant, reflects a deliberate and dishonest course of conduct on the part of the Promoter.

18. 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 Complainant in the form of a refund of the amount paid.

19. As already noted above, 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. Therefore, the Complainant is entitled to seek a refund of the amount paid along with applicable interest.

20. The Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016 confers a statutory right upon an allottee to withdraw from the project and seek refund together with interest where the promoter fails to complete the project or fails to hand over possession in accordance with the terms of the Agreement for Sale.

21. The Section 18(1)(a) of the RE(R&D) Act, 2016 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.”

22. 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 Complainant is entitled to withdraw from the project and seek a refund of the amount paid.

23. Accordingly, the Complainant is entitled to refund of Rs.14,17,500/- together with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, namely the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% per annum, calculated from the respective dates of payments made until full and final realization of the amount.

24. Point No. 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 an amount of Rs.14,17,500/- (Rupees Fourteen Lakhs Seventeen Thousand Five Hundred only) to the Complainant along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, namely SBI MCLR plus 2% per annum, calculated from the respective dates of payments made until full and final realization of the amount, within 30 (Thirty) days from the date of this Order.

26. Further, this Authority has already declared the Respondent as a defaulter for repeated and wilful violations of the provisions of the Real Estate (Regulation and Development) Act, 2016. Consequently, the Respondent shall continue to remain bound by all the directions issued in the earlier orders of this Authority, including the restraint against undertaking any further advertisement, marketing, booking, sale or development activities in respect of the said project or any other project until full compliance with the earlier orders.

27. Failure to comply with the above directions by the Respondent shall attract a penalty in accordance with Section 63 of the Real Estate (Regulation and Development) Act, 2016.

28. The Complaint is accordingly 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