

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 9th October, 2025

Quorum: **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**
 Sri K. Srinivasa Rao, Hon'ble Member
 Sri Laxmi Narayana Jannu, Hon'ble Member

Complaint No. 61/2025/TG RERA

Bandaru Krishnaveni

*33-142/1/A, Rajeev Gandhi Nagar,
Road No-6, Ida Jeedimetla,
Suraram, Qutubulapur Mandal
Malkajgiri District, Hyderabad-500055,*

...Complainant

Versus

M/s Tripura Constructions, represented by

1. Mr Pasupuleti Sudhakar (Managing Partner)

2. Mr Pasupuleti Suresh (Executive Director)

*Pillar No: #C1708 Mahaveer Radiance 2nd Floor,
Road No.36, Above Samsung Store, Jubilee Hills,
Hyderabad-500033.*

...Respondents

Complaint No. 62/2025/TG RERA

Bandaru Ganesh Kumar

*33-142/1/A, Rajeev Gandhi Nagar,
Road No-6, Ida Jeedimetla,
Suraram, Qutubulapur Mandal
Malkajgiri District, Hyderabad-500055,*

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...Respondents

Complaint No. 63/2025/TG RERA

Bandaru Swami Naidu

33-142/1/A, Rajeev Gandhi Nagar,
Road No-6, Ida Jeedimetla,
Suraram, Qutubulapur Mandal
Malkajgiri District, Hyderabad-500055,

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...Respondents

The above-named Complainants made separate complaints to the Authority based on similar facts and seeking the same or similar relief against the same Promoter/Respondents in the same project. Therefore, in terms of Regulation 7(9) made under the Real Estate (Regulation & Development) Act, 2016, this Authority clubbed all the complaints filed by the said complainants together to dispose them all in this common proceeding.

2. The present matters filed by the Complainants detailed hereinabove came up for hearing on 10.07.2025 before this Authority. All the Complainants and Respondents were present before this Authority. Upon hearing their submissions, this Authority proceeded to pass the following **ORDER:**

3. The present Complaints have been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate similar relief(s) against the Respondents.

A. Brief facts of the case, as stated by the Complainants, are as follows:

4. It was submitted that in or around November 2022, the Complainants were introduced to a representative of the Respondents, M/s. Tripura Constructions, regarding a pre-launch real estate project named "TRIPURA SUKRITI," located near Toopran.
5. It was stated that a representative of the Respondents showed the Complainants the project site and subsequently took them to the Respondents' office in Film Nagar. At the office, the Respondents' representatives allegedly represented that they owned and possessed land admeasuring 110 acres for the said project in Lingareddy Pet Village, Manoharabad Mandal, Medak District.
6. The Complainants submitted that, trusting the representations made by the representatives of the Respondents, they each agreed to purchase a plot in the project as part of a pre-launch offer at a rate of Rs. 9,000/- per square yard.
7. It was stated that the Complainant in case no. 61/2025 purchased plot no. 422, admeasuring 300 square yards, and paid a total consideration of Rs. 27,00,000/- in cash (Rs. 1,00,000/- on 20.12.2022 and Rs. 26,00,000/- on 29.12.2022). The Complainant in case no. 62/2025 purchased plot no. 674, admeasuring 200 square yards, and paid a total consideration of Rs. 18,00,000/- in cash (Rs. 1,00,000/- on 20.12.2022 and 17,00,000/- on 29.12.2022). The Complainant in case no. 63/2025 purchased plot no. 673, admeasuring 200 square yards, and paid a total consideration of Rs. 18,00,000/- in cash (Rs. 1,00,000/- on 20.12.2022 and 17,00,000/- on 29.12.2022).
8. The Complainants alleged that upon making the full payment, the Respondents provided each of them with a signed Memorandum of Understanding (MOU) that did not specify the date, month, or year. It was further alleged that when they inquired about the details in the MOU, the Respondents refused to provide any information.
9. It was contended that thereafter, the Respondents became unresponsive and started avoiding their calls. They later discovered that the Respondents had not obtained the necessary HMDA or DTCP approvals for the project.
10. The Complainants submitted that the Respondents initially claimed that the project was cancelled due to land issues but failed to provide any satisfactory explanation for the lack of

statutory approvals, causing distress and financial loss to them. Hence, the Complainants are seeking the refund of consideration amounts paid by them to the Respondents.

B. Relief(s) Sought

11. Accordingly, each of the three Complainants sought the following relief:

- i. Refund of the total sale consideration amount with 2 rupees interest.*

C. Counter filed by the Respondents.

12. The counter was filed by Respondent no 2, Mr. Pasupuleti Suresh, Executive Director stating that he was duly authorised to file the counter on behalf of the Respondent company. The respondent company is nothing but M/s Tripura Constructions represented by Mr. Pasupuleti Sudhakar (Managing Partner) and Mr. Pasupuleti Suresh (Executive Director).

13. It was submitted at the outset that the averments made by the Complainants in the Complaints were devoid of merit, replete with factual inaccuracies, and hence liable to be dismissed in limine.

14. It was submitted that Memorandum of Understanding dated 25-01-2023 was entered into between the Complainant and Respondents in case no. 61/2025 for the purchase of Plot No. 422, admeasuring 300 square yards, at the rate of ₹9,000/- per square yard in the venture named "Tripura Sukriti."

15. Similarly, it was submitted in case no. 62/2025 that the Complainant had purchased Plot No. 674, admeasuring 200 square yards, at the rate of ₹9,000/- per square yard in the above-named venture.

16. It was further submitted in case no. 63/2025 that the Complainant had purchased Plot No. 674, admeasuring 200 square yards, at the rate of ₹9,000/- per square yard in the above-named venture.

17. It was submitted that the Respondent Company had entered into an Agreement of Sale dated 13-07-2022 with M/s. M.V. Developers, Sri Manjeeth Singh Gandhi, Sri Narendra Nath, Smt. Sathvinder Kaur, and Smt. Chandra Sehgal for the purchase of approximately 100 Acres of land at Lingareddypeta Village, Manoharabad Mandal, Medak District, and had paid substantial amounts towards the sale consideration.

18. It was submitted that consequent to the execution of the said Agreement, the Respondents were put in possession of the land and undertook extensive developmental activities, including applying for preliminary layout approvals from HMDA. It was stated that based on the Respondents' reputation and goodwill, several prospective buyers, including the Complainants, had expressed interest in the project.

19. However, it was submitted that when the Respondents were about to receive HMDA approvals, the vendors of the land started making unreasonable demands for executing the Sale Deeds. It had come to light that there were pending litigations on the said land and that their vendors had fraudulently suppressed material facts regarding the encumbrances on the property.

20. It was submitted that the following legal proceedings were found to be pending:

- (i) Proceedings before the Tahsildar, Manoharabad;
- (ii) O.S. No. 64 of 2008 on the file of the Principal Junior Civil Judge, Gajwel; and
- (iii) C.R.P. No. 1299 of 2022 pending before the Hon'ble High Court for the State of Telangana.

21. It was submitted that as their vendors failed to cooperate in resolving the said disputes, they (Respondents) were forced to file complaints before the Manoharabad Police Station and the Tahsildar, Manoharabad.

22. It was further submitted that, though suffering heavy financial losses, the Respondents, in a bona fide manner, cancelled the Tripura Sukriti venture and promptly informed all interested buyers. To retain their trust, the Respondents had offered alternative plots of higher intrinsic value in their other projects, namely:

- (i) Tripura Nirvana (Bachupally),
- (ii) Green Alpha (Tellapur),
- (iii) Tripura Island (Chegunta Farmlands), and
- (iv) Five villa phases in Bowrampet,

or in the alternate, a refund of the amounts paid along with interest, as per the terms of the Memorandums of Understanding.

23. Therefore, it was submitted that the Complainants' allegation that they (Respondents) had falsely claimed the project was cancelled due to land issues was baseless and incorrect in the light of the facts detailed, herein above.

24. Furthermore, the Respondents categorically stated that they are not promoting the Tripura Sukriti project any longer and had not entered into any further agreements with third parties for the sale of plots in the said venture.

25. In view of the above facts and circumstances, it was most respectfully prayed that the Hon'ble Authority be pleased to dismiss the Complaints with exemplary costs, as they are devoid of merit.

D. Rejoinder filed by the Complainants.

26. It was submitted by the Complainant in case no. 61/2025 that an investment of ₹27 Lakhs had been made to buy Plot No. 422, admeasuring 300 square yards, at the rate of ₹9,000/- per square yard in the project named "Tripura Sukriti," managed by TRIPURA Constructions, based on the promises and commitments made by the said construction company.

27. It was submitted by the Complainant in case no. 62/2025, Bandaru Ganesh Kumar, that an investment of ₹18 Lakhs had been made to buy Plot No. 674, admeasuring 200 square yards, at the rate of ₹9,000/- per square yard in the same project.

28. It was similarly submitted by the Complainant in case no. 63/2025 that an investment of ₹18 Lakhs had been made to buy Plot No. 673, admeasuring 200 square yards, at the rate of ₹9,000/- per square yard in the said project.

29. It was submitted by all three Complainants that over the last two years, they had faced numerous issues and problems related to the project, including but not limited to delays, poor communication, and a lack of updates. It was further stated that despite their repeated follow-ups and attempts to communicate with TRIPURA Constructions, there had been no proper response or resolution provided by the company regarding the project.

30. It was submitted that due to this continued negligence and absence of any accountability from the Respondents M/s TRIPURA Constructions, the Complainants formally expressed their deep dissatisfaction. It was stated that due to recent developments and their negative experiences, they no longer had any trust or confidence in the said company or its future ventures, including the purchase of plots or villas.

31. Therefore, considering the circumstances and their financial difficulties, including having borrowed money from outside sources for the said investments, each of the Complainants requested a full refund of their respective invested amounts along with an interest of 2% per month for the duration of the delay and inconvenience caused.

E. Points for consideration

32. Following issues arise for consideration by the Authority:

- I. Whether the Respondents violated Sections 3 & 4 of the RE(R&D) Act, 2016, by selling plots in the project TRIPURA SUKRITI without registering the project with this Authority?
- II. Whether the Complainants are entitled to the relief sought? If yes, to what extent?

F. Observations of the Authority

POINT I

33. This Authority has carefully examined the pleadings, documents, and submissions made by the Complainants and the Respondents. The primary issue for consideration is whether the Respondents have violated Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016 by advertising, marketing, and selling plots in the project titled “Tripura Sukriti” situated near Toopran, without obtaining registration from this Authority.

34. This Authority had issued a Show Cause Notice dated 03.04.2025 for violation of Section 3 & 4 by the Respondents. The Respondents had filed their reply to this Show Cause Notice on 02.07.2025, in which they stated that they had entered into Agreement of Sale dated 13.07.2022 with M/s M.V. Developers and others for acquisition of approximately 100 acres of land at Lingareddypeta village, Manoharabad mandal, Medak District to develop the project named “Tripura Sukruti”. However, the Respondents stated that after entering into possession and commencing preliminary development works, they discovered serious and material encumbrances on the property, including pending litigations that were fraudulently suppressed by the landowners. Owing to these legal impediments the Respondents cancelled the project and consequently no RERA registration was sought by them.

35. However, it is an admitted fact, as evidenced from the pleadings and the Memoranda of Understanding executed between the parties, that the Respondents had marketed and sold

plots to the Complainants under a “pre-launch” scheme in the said project. The Respondents have themselves acknowledged in their counter that an MOU dated 25.01.2023 was entered into with the Complainant in Case No. 61/2025 and that similar transactions were made with the other Complainants in Case no 62/2025 and 63/2025. Such acknowledgment constitutes a categorical admission that consideration was accepted towards the sale of plots in a proposed real estate project that was not registered with this Authority at the material time.

36. Section 3(1) of the RE(R&D) Act, 2016 provides in unequivocal terms that no promoter shall advertise, market, book, sell, or offer for sale any plot, apartment, or building in any real estate project without registering the said project with the Real Estate Regulatory Authority established under the RE(R&D) Act, 2016. Section 4 further mandates that every promoter shall make an application for registration by submitting the prescribed documents, including sanctioned plans, layout approvals, title deeds, and other relevant permissions, before commencing any activity of marketing or sale. These provisions are substantive in nature and are intended to ensure transparency, accountability, and protection of the interests of allottees.

37. The plea taken by the Respondents that the underlying land transaction with M/s M.V. Developers and others could not be completed owing to disputes and pending litigations is wholly immaterial to the statutory mandate under Sections 3 and 4 of the RE(R&D) Act, 2016.

38. The Authority observes that the Respondents have, by their own admission, collected substantial sums from each of the Complainants ₹27,00,000/-, ₹18,00,000/-, and ₹18,00,000/- respectively towards the sale consideration for plots in the proposed project. These acts squarely constitute the very activities that Section 3(1) expressly prohibits in the absence of registration. The so-called “pre-launch” offer relied upon by the Respondents stands directly opposed to the legislative intent of curbing unregulated marketing and sale of unapproved projects.

39. This Authority holds that the promoter’s obligation under Section 3 is absolute and mandatory, and any act of advertisement or sale without prior registration amounts to a contravention inviting penal consequences under Section 59 of the RE(R&D) Act, 2016.

40. In the present case, the Respondents’ conduct of executing MOUs and accepting sums of money from the Complainants for specific plots without obtaining registration reflects a deliberate disregard of the statutory framework.

41. In view of the foregoing and the documentary record, this Authority is satisfied that the Respondents have violated Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, by advertising, marketing, and selling plots in the unregistered project “Tripura Sukriti.” Such acts not only contravene the mandatory provisions of the R E(R&D) Act, 2016 but also defeat its core objectives of consumer protection, transparency, and accountability.

42. Accordingly, Point I is answered in the affirmative. The Respondents are held to have committed a clear and deliberate violation of Sections 3 and 4 of the R E(R&D) Act, 2016 by marketing and selling plots in an unregistered project without obtaining necessary statutory approvals and registration from this Authority and is therefore liable to be penalised under section 59 of the R E(R&D) Act, 2016.

43. Therefore, the Secretary of TGRERA is to be directed to initiate steps against the Respondents under section 59 of the R E(R&D) Act, 2016.

POINT II

44. The Complainants have sought refund of the amounts paid to the Respondents towards purchase of plots in the proposed project “Tripura Sukriti” along with applicable interest. The Respondents, while not denying the receipt of payments or execution of the Memoranda of Understanding, have contended that the project had to be cancelled owing to disputes relating to the title and possession of the underlying land. The Respondents have further stated that they had offered the Complainants alternate plots in other ventures or, in the alternative, refund of the amounts paid.

45. This Authority has perused the material on record and finds that the existence of the Memorandums of Understanding executed between the parties, as admitted by the Respondents, clearly establishes the contractual relationship between the parties in respect of the proposed plots. It is also an admitted fact that the Respondents have collected substantial sums from the Complainants, amounting to ₹27,00,000/-, ₹18,00,000/-, and ₹18,00,000/-, respectively.

46. The Respondents’ own submissions confirm that the project “Tripura Sukriti” stands cancelled and that the same could not be proceeded with due to disputes regarding land title and pending litigations. The Respondents have neither obtained HMDA/DTCP approvals nor commenced any development activity on the said land. In these circumstances, the

Respondents have unequivocally failed to perform their obligations under both the contractual arrangement and the statutory framework.

47. The cancellation of the project, irrespective of the reasons cited, constitutes a clear case of the promoter's inability to deliver the promised plots. Such failure squarely attracts the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, which provides that in the event the promoter fails to complete or is unable to give possession of the plot or apartment as per the agreed terms, the allottee shall be entitled to withdraw from the project and claim refund of the entire amount paid along with interest at the prescribed rate.

48. Applying these principles to the facts of the present cases of the Complainants named herein above, this Authority finds that the Respondents have admittedly cancelled the project and failed to deliver possession or execute sale deeds in favour of the Complainants. The Respondents' contention that they had offered alternate plots does not absolve them of their statutory liability to refund, as such an option cannot be forced upon an allottee who no longer wishes to remain associated with the project or the promoter.

49. Therefore, this Authority holds that all the three Complainants are entitled to refund of the entire amounts paid towards the proposed plots in "Tripura Sukriti", along with interest calculated from the date of execution of the respective Memoranda of Understanding, till the date of actual realization.

G. Directions of the Authority

50. In accordance with the discussions made above, this Authority, vide its powers under Sections 37 and 38, issues the following directions:

- i. In view of the findings under Point I, holding that the Respondents have marketed and sold plots in an unregistered project in contravention of Section 3(1) of the Act, this Authority, directs the Secretary, TGRERA to initiate steps against the Respondents under Section 59 of the RE (R&D) Act, 2016.
- ii. The Respondents, M/s. Tripura Constructions, represented by Mr. Pasupuleti Sudhakar (Managing Partner) and Mr. Pasupuleti Suresh (Executive Director), are hereby directed to refund the entire amounts collected from the Complainants i.e., to the Complainant in Complaint No. 61/2025 – ₹27,00,000/- (Rupees Twenty-Seven Lakhs Only), to the Complainant in Complaint No. 62/2025 – ₹18,00,000/- (Rupees Eighteen

Lakhs Only); and to the Complainant in Complaint No. 63/2025 – ₹18,00,000/- (Rupees Eighteen Lakhs Only) together with interest at the rate of 10.75% per annum (current SBI MCLR of 8.75% plus 2%), to each of the Complainants, within 60 days, calculated from the date of execution of the respective Memorandums of Understanding until the date of actual realization.

- iii. Failure to comply with the Direction No. (ii) of this Order by the Respondents shall attract the penal consequences contemplated under Section 63 of the Real Estate (Regulation and Development) Act, 2016.

51. As a result, the complaint is disposed of. 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

Sd/-
Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TG RERA

