

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

16th May 2026

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

Complaint No. 177/2025/TGRERA

Narasimhula Upendra

*H.No: 2-10-868/2, bank colony,
Subedari, Opp Forest Office,
Hanmakonda, Warangal, Telangana, 506001*

...Complainant

AND

1. M/s R Homes

*(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)*

2. Sreenu Prasad

*R/o Plot No. 33, Flat No. 204, Bhagyanagar Colony, Usha
Mullapudi road, KPHB, Kukatpally, Hyderabad, 500072*

3. Poornachander Rao Gadigottu @Poornaiah

*R/o M/s. Mother India Realty Pvt. Ltd.,
Plot Nos. 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally,
Hyderabad, 500072*

...Respondents

Complaint No. 178/2025/TGRERA

Kollipara Venkateswara Rao

*H.No: 1-8-436, Street No. 10,
Opposite Shiv Medical Hall, Chikkadpally,
Hyderabad, Telangana 500020*

...Complainant

AND

1. M/s R Homes

*(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)*

2. Poornachander Rao Gadigottu @Poornaiah

*R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally,*

Hyderabad, 500072

...Respondents

Complaint No. 179/2025/TGRERA

Sanjeev Kumar Thatipally

Flat 201, Marvel Heights,
Viharika Colony, Behind Bachpan School,
Medipally, Hyderabad - 500098

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. Sreenu Prasad

R/o Plot No. 33, Flat No. 204, Bhagyanagar Colony, Usha
Mullapudi road, KPHB, Kukatpally, Hyderabad, 500072

3. Poornachander Rao Gadigottu @Poornaiah

R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally, Hyderabad, 500072

...Respondents

Complaint No. 180/2025/TGRERA

Karna Sreenivas Rao

H.No: 18-431/3, Mallikarjuna Nagar,
Malkajgiri, Hyderabad, Telangana, 500047

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. Naga Ranganath

R/o H.No: 4-2-44, Palavenkayamma Bazar, Guntur-522403

3. Poornachander Rao Gadigottu @Poornaiah

R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally,
Hyderabad, 500072

...Respondents

Complaint No. 181/2025/TGRERA

Mukkamala Srirama Chandra Murty

8-100/211, Bandari layout, Nizampet,
KV Rangareddy, Qutubullapur, Telangana 500090

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. Anagandula Yellam @ Yellaiah

R/o H.No: 4-84, Cheekod, village of Musthabad Mandal
of Rajanna Sircilla District-505404

3. Poornachander Rao Gadigottu @Poornaiah

R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally,
Hyderabad, 500072

...Respondents

Complaint No. 182/2025/TGRERA

Kattoju Rajesh Kumar

H.No: 1-7-173/k11, Church Compound,
9th Ward Suryapet, Nalgonda, Telangana, 508213

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. Poornachander Rao Gadigottu @Poornaiah

R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally, Hyderabad, 500072

...Respondents

Complaint No. 183/2025/TGRERA

Kattoju Rajesh Kumar

H.No: 1-7-173/k11, Church Compound,
9th Ward Suryapet, Nalgonda, Telangana, 508213

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,

AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. Naga Ranganath

R/o H.No: 4-2-44, Palavenkayamma Bazar, Guntur- 522403

3. Poornachander Rao Gadigottu @Poornaiah

R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally, Hyderabad, 500072

...Respondents

Complaint No. 184/2025/TGRERA

Ch. Abhigna

H.No: 16-4-1442(1096), Flat No. 204,
Venkata Padmavathi residency, Warangal, Telangana, 506002

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. Sreenu Prasad

R/o Plot No. 33, Flat No. 204, Bhagyanagar Colony, Usha
Mullapudi road, KPHB, Kukatpally, Hyderabad, 500072

3. Poornachander Rao Gadigottu @Poornaiah

R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally, Hyderabad, 500072

...Respondents

Complaint No. 186/2025/TGRERA

Y Jayendra Shanmukh

H. No:6-94/6/1, Huda Phase-II,
Chanda Nagar, Hyderabad, Telangana, 500050

...Complainant

AND

1. M/s R Homes

(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)

2. V. Manoj Kumar

R/o Flat no 507, New mark Prithvi homes,
Kompally, Medchal Malkajgiri district, Telangana-500014

3. Poornachander Rao Gadigottu @Poornaiah

*R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally, Hyderabad, 500072*

...Respondents

Complaint No. 188/2025/TGRERA

Anumula Sirisha

*H.No: 1-7-173/k11, Churuch Compound,
9th Ward Suryapet, Nalgonda, Telangana- 508213*

...Complainant

AND

1. M/s R Homes

*(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)*

2. Poornachander Rao Gadigottu @Poornaiah

*R/o M/s. Mother India Realty Pvt. Ltd.,
Plot No... 40 & 41, Shreays CVR Apartment,
Behind Omni Hospital, Kukatpally,
Hyderabad, 500072*

...Respondents

Complaint No. 281/2025/TGRERA

1. Kanakavalli Panguluru

2. Bukka Ram Narayana

3. Eppa Raju

*H.No: 16-11-739/A/1/C Pranathi Appts
Flat No. 503, Saroornagar, KV Rangareddy,
P&T Colony, Telangana, 500060*

...Complainant

AND

1. M/s R Homes

*(Rep by its Managing Director Smt. Sudha Rani
R/o Door No: 33 & 34, Sai krishna Villas, Flat No. 503, 5th floor,
AS Raju Nagar, Kukatpally, Hyderabad, Telangana, 500072)*

2. Dasyam Jawahar

*R/o Flat No. 202 LBR Prem Estates,
Chanda nagar, Hyderabad, Telangana-500050*

3. Dasyam Meena

*W/o Dasyam Jawahar,
R/o Flat No. 202 LBR Prem Estates,
Chanda nagar, Hyderabad, Telangana, 500050*

4. B V Ramana Prasad

*R/o Door No. 33 & 34, Sri Krishna Villas,
Flat No. 503 5" Floor, A.S Raju Nagar,
Kukatpally, Hyderabad 500072*

...Respondents

COMMON FINAL ORDER

The present captioned complaints came up for hearing before this Authority in the presence of the Counsel for the Complainants, Sri Avunoori Ramakanth Rao, and Sri D. Gowri Shanker, learned counsel for the Respondents, who filed vakalatnama on behalf of the Respondents. However, thereafter, none appeared on behalf of the Respondents despite service of notices and despite several adjournments granted by this Authority to enable their participation in the proceedings. Even thereafter, the Respondents failed to choose to appear before this Authority. Hence, the Respondents were set ex-parte and the matter was heard accordingly. Having heard the learned counsel for the Complainants and upon perusal of the material available on record, this Authority proceeds to pass the following **ORDER**:

2. The present Complaints have been instituted by the Complainants under Section 31 of the Real Estate (Regulation and 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 and Regulation framed thereunder (hereinafter referred to as the "TG RE (R&D) Rules"), seeking appropriate relief(s) against the Respondents in accordance with the provisions of the RE (R&D) Act, 2016. The cause of action in all the Complaints arises on the same grounds; therefore, for the sake of convenience and to avoid repetition, the pleadings in Complaint No. 177 of 2025 and remaining Complainants detailed in the cause title herein above are identical, similar and as such, they are being summarised hereinbelow.

A. Brief Facts of the Case:

3. The above-captioned Complainants submit that they are similarly placed allottees who were induced to invest in the subject project on the basis of the representations, assurances, and inducements made by the Respondents. The Respondent No. 1 Company undertook extensive promotional activities, including circulation of brochures and celebrity endorsements, projecting the project under a purported “pre-launch offer.” In furtherance of such marketing, agents/Respondents including Mr. Ranganath and a mediator, namely, Poornachander Rao Gadidottu alias Poornaiah, made false representations and misstatements, thereby misleading and inducing the Complainants, to book/purchase respective units in the project of the complaint by portraying it as a duly approved and legally compliant venture with assured returns.

4. The Complainants were further influenced by the purported reputation of the Respondent No.1 and by verbal assurances of high property returns. A Bhoomi Pooja was conducted on 21.04.2022 deliberately portraying as evidence of the Respondent’s lawful possession and ownership of the land, thereby instilling false confidence in their minds and other prospective buyers. However, it later came to light that the Agreement of Sale-cum-General Power of Attorney (GPA) with the landowners was executed only after the said Bhoomi Pooja. This sequence of events revealed clear misrepresentation and deceptive conduct on the part of the Respondents.

5. Crucially, the project was not registered under TG RERA at the time when bookings were accepted and payments were collected, which constituted a clear violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016, prohibiting advertisement, marketing, booking, sale, or collection of advance prior to registration. Furthermore, the Complainants were misled into believing that the project had already obtained RERA approval. The mediator, namely Poornachander Rao, actively circulated a forged and/or misleading document through a WhatsApp group, falsely representing it as an official RERA approval letter. Relying upon such false and fraudulent representations, they (Complainants), individually, paid substantial amounts under the bona fide belief that the project was duly approved and that construction would commence imminently.

6. Subsequently, it was discovered that the project obtained RERA registration only on 23.09.2023. After that their purported approval document circulated earlier was deleted,

thereby indicating deliberate suppression of material evidence and a clear intention to deceive they (Complainants).

7. Despite having collected substantial amounts from them and other multiple allottees, the Respondents have failed to commence construction for nearly two years. As per the terms of the Agreement, the Respondents undertook to complete the construction within a period of 24 months, with an additional grace period of 6 months. The Agreement further provides for payment of monthly rental compensation of ₹6,000 in the event of delay. However, the Respondents have failed to adhere to and fulfil the said contractual obligations.

8. Moreover, by collecting amounts exceeding the permissible limit from the Complainants, in violation of Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Respondent No. 1 has engaged in unlawful and fraudulent practices. Repeated requests made by they (Complainants) and other aggrieved allottees seeking updates on the project have been met with silence, inaction, or evasive responses from the Respondent No. 1 and its agent/Respondents also.

9. In light of the continued inaction and non-responsiveness, one of the buyers, Mr. Manoj Kumar Vadlamudi, was constrained to file FIR No. 87/2024 before the Economic Offences Wing on 22.11.2024, alleging fraud and cheating in relation to the pre-launch scheme.

10. In view of the foregoing facts and circumstances, the Complainants pray to initiate appropriate legal action against the Respondent Company for fraudulent practices, non-registration under RERA, and violation of statutory obligations; and to direct the refund of all amounts paid by they (Complainants), along with applicable interest and monthly rental compensation as per the Agreement.

B. Relief(s) Sought:

- a. The Respondent be directed to refund the entire sum paid by them (Complainants) on the basis of the promise made by the respondent company that constructed flats as promised would be delivered, together with interest accruing annually thereon;*
- b. The Respondent may be directed to pay an interest as prescribed in the Act towards such delayed period in handing over the said premises to the claimant,*
- c. The Hon'ble Authority may pass such further orders and grant any other relief as may be just and proper in the facts and circumstances of the case.*

C. Interim order:

11. The Authority have directed the interim order dated: 21.08.2025 that the above captioned batch of complaints emanates from a common set of facts, wherein the Respondent No.1, being the promoter of the project “Jai Vasavis Bliss Heights,” has prima facie acted in contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016, by entering into Agreements of Sale and receiving substantial consideration from the allottees prior to obtaining mandatory registration; and further, despite lapse of considerable time, has failed to commence or carry out substantial construction activity, thereby breaching its statutory and contractual obligations; moreover, notwithstanding due service of notice, the Respondents have failed to appear or file any response to controvert the allegations, and such continued inaction, coupled with non-compliance of statutory requirements including submission of Quarterly Progress Reports and financial disclosures, establishes a prima facie case of default, warranting intervention by this Authority to protect the interests of the allottees and to prevent further prejudice pending adjudication.

D. Show Cause Notice:

12. While the matter stood thus, this Authority had issued Show Cause Notice dated 31.07.2025 to the Respondents, having taken note that, in the above-captioned batch of complaints, except Respondent No.1 i.e., M/s R Homes represented by its Managing Director Smt. Sudha Rani, all the other Respondents arrayed in the respective complaints have been acting and functioning as real estate agents in relation to the project “Jai Vasavis Bliss Heights” situated at Yamnampet Village, Ghatkesar Mandal, Medchal-Malkajgiri District, by canvassing prospective purchasers, facilitating bookings, and negotiating sale transactions without obtaining mandatory registration as real estate agents under Section 9 of the Real Estate (Regulation and Development) Act, 2016. It is further observed that the said Respondents continued to undertake activities falling within the scope of “real estate agent” under the RE(R&D) Act without obtaining registration under Section 9 of the RE (R&D) Act, 2016, which constitutes a continuing violation of the statutory mandate contained therein and attracts penal consequences under Section 62 of the RE (R&D) Act, 2016.

E. Points for consideration:

13. After deliberation on the facts and circumstances of the present case and the documents filed in this behalf, following issues sprout for consideration:

- I. Whether the Respondents have violated any provisions of the RE (R&D) Act, 2016?
- II. Whether the Complainant are entitled to the relief(s) as prayed for? If yes, to what extent?

F. Observation of the Authority:

Point I

14. Upon careful consideration of the material available on record, and the submissions advanced on behalf of the Complainants. Despite due service of notices and affording sufficient opportunity, the Respondents have failed to appear or file any counter, and accordingly, have been set ex parte. In such circumstances, this Authority proceeds to adjudicate the matter on the basis of available record and unrebutted evidence. While the Respondent No.1, being the promoter of the project “Jai Vasavis Bliss Heights,” has indulged in a systematic course of conduct involving inducement of prospective purchasers through pre-launch offer during the year 2021 (Agreements for Investment), coupled with wide publicity and assurances, followed by collection of substantial amounts under the guise of investment arrangements and subsequent execution of Agreements of Sale/Agreements for Investment.

15. Under Section 3(1) of the Real Estate (Regulation and Development) Act, 2016, no promoter shall advertise, market, book, sell, or offer for sale, or invite persons to purchase in any manner any plot, apartment or building in a real estate project without prior registration of the project with the Authority. In the present case, the material on record establishes that the Respondent No.1 had entered into transactions with certain allottees as early in the year 2021, i.e., prior to obtaining registration of the project, and no Completion Certificate or Occupancy Certificate has been obtained to date. Hence, the subject project squarely falls within the ambit of an “ongoing project” as defined under Section 3(1) of the RE(R&D) Act read with Rule 2(1)(j) of the Telangana Real Estate (Regulation and Development) Rules, 2017, and was mandatorily required to be registered with this Authority within the prescribed period; the continued marketing, sale, and collection of consideration by the Respondents without such registration constitutes a clear violation of the statutory provisions.

16. For ease of reference, Section 3(1) of the RE(R&D) Act stipulates that:

“No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.”

Further Rule 2(1)(j) of TG RE(R&D) Rules 2017,

“Ongoing Project” means a Project where development is going on and for which Occupancy Certificate or Completion Certificate from the Competent Authority has not been issued as on the date of coming into force as per subsection (1) of section 3 of the Real Estate (Regulation & Development) Act, 2016.

17. Under the guise of pre-launch offers during the year 2021, had actively advertised and invited prospective purchasers to invest in the project and had collected substantial amounts even prior to registration, which conduct is expressly prohibited under Section 3(1) of the RE(R&D) Act. Such acts of inducing the public, accepting advances, and entering into arrangements for sale without registration are illegal and void in law.

18. In several instances, the Respondent No.1 entered into “investment agreements” with the Complainants during the pre-registration phase and subsequently converted the same into unit allotments. Moreover, the nomenclature assigned to such transactions is immaterial; the substance of the transaction unequivocally establishes that the Complainants have acquired

rights in the project in consideration of amounts paid, thereby falling within the ambit of “allottee” as defined under Section 2(d) of the RE (R&D) Act, 2016.

19. A perusal of the said agreements reveals that the Respondent No.1, as the first party, proposed construction of multiple apartment blocks and invited investors, including the Complainants, to purchase flats at a predetermined rate per square feet. The said agreements further set out various specifications and promised amenities like swimming pool, children’s play area, gymnasium, multipurpose hall, indoor games facilities, landscaped gardens, and other common infrastructure, along with provision for car parking and security systems. It is also evident that the Respondent No.1 reserved unilateral rights to alter flat allocation, subject to availability and approvals from competent authorities such as HMDA, and stipulated that final allotment would be made upon obtaining requisite sanctions. The record further reflects that the Respondent No.1 acknowledged receipt of the full consideration amount from the Complainants, with no dues outstanding.

20. At the outset, this Authority deprecates the conduct of the Respondent No.1 in adopting a circuitous and impermissible by styling the transactions as “Agreements for Investment” with a view to circumvent the mandatory provisions of the RE (R&D) Act, 2016. Such an artifice, in the considered opinion of this Authority, is nothing but a colourable exercise designed to defeat the object and scheme of the statute. The material on record unequivocally demonstrates that the Respondent No.1 had, in fact, invited purchasers, fixed consideration on a per square feet basis, specified amenities, acknowledged receipt of the entire sale consideration, and conferred identifiable rights in specific units, albeit subject to unilateral variations.

21. This Authority holds that the conduct of the Respondent No.1 squarely amounts to marketing and sale of apartments in an unregistered project, in clear violation of Section 3 of the RE (R&D) Act, and any attempt to disguise the same under alternative nomenclature is legally untenable. The Respondent No.1 cannot be permitted to approbate and reprobate, nor to evade statutory obligations through mere misdescription of the transaction. Notwithstanding the use of the expression “Agreement for Investment,” this Authority finds that the contents, recitals, and covenants thereof are in the nature of, and bear all the essential attributes of, an Agreement for Sale, including identification of units, specification of consideration, and stipulation of amenities. Accordingly, the said “Agreements for Investment” are liable to be construed as Agreements for Sale within the meaning of the Act, and the Respondent No.1 is

strictly bound by all attendant statutory obligations and liabilities, without any dilution whatsoever.

22. It is borne out from the record that the Respondent No.1 commenced dealings with prospective purchasers as early as the year 2021 by entering into “Agreements for Investment” prior to registration of the project, and thereafter continued to execute Agreements for Sale even subsequent to registration of the project bearing Registration No. P02200007023 dated 23.09.2023. Such continuous course of conduct establishes that the Respondent No.1 has been dealing with the project at all stages without ensuring compliance with the statutory framework. It is further observed that, notwithstanding the receipt of substantial consideration from the Complainants and other allottees, no substantial development activity has been undertaken at the project site, and no Occupancy Certificate has been obtained till date. The project, therefore, remains incomplete and under development, attracting the mandatory provisions applicable to ongoing projects under the RE (R&D) Act, 2016.

23. In view of the above, this Authority holds that the acts of the Respondent No.1, including pre-registration transactions, continued execution of Agreements for Sale, and failure to carry out construction in a time-bound manner, constitute a clear and continuing violation of Section 3 and other applicable provisions of the RE (R&D) Act, 2016, rendering the Respondent No.1 liable for all statutory consequences arising therefrom.

24. This Authority has carefully examined the allegations made by the Complainants against the Respondent Nos. 2 onwards with regard to their alleged involvement in collection of amounts, mediation, negotiation, canvassing, and facilitation of sale transactions in relation to the subject project. Though the Complainants have alleged that the said Respondents acted as intermediaries and participated in the promotional and transactional activities of the project, no documentary evidence whatsoever has been placed on record substantiating such allegations.

25. In particular, the Complainants have failed to produce any material evidencing collection of consideration amounts by the said Respondents, execution of negotiations, facilitation of bookings, correspondence with prospective purchasers, brokerage arrangements, or any other act demonstrating their involvement in the sale transactions so as to attract the provisions of Section 2(zm) read with Section 9 of the RE (R&D) Act, 2016. Mere bald allegations, unsupported by cogent documentary evidence, cannot form the basis for recording a finding of violation under the provisions of the RE(R&D) Act.

26. Therefore, in the absence of any substantive material establishing that the said Respondents had acted as “real estate agents” within the meaning of Section 2(zm) of the RE (R&D) Act, 2016, this Authority is not inclined to proceed further against them with respect to the aforesaid allegations. Accordingly, no violation can be recorded against the said Respondents on this count.

Point II

27. As can be gathered from the submissions and averments made by the Complainants, the primary relief sought in the present batch of complaints is for refund of the entire amounts paid by them to the Respondent No.1, together with interest as prescribed under the provisions of the RE(R&D) Act, 2016 on account of failure to complete the project and hand over possession within the stipulated time, as detailed hereunder;

Complainant	Paid Consideration	Document(s)	Agreement date	Flat details
177/2025- Narasimhula Upendar	Rs.35,00,808/-	Agreement for Investment	16.03.2022	South East, Block – C Flat No.3001
178/2025- Venkateshwara Rao. K	Rs.33,88,000/- Total sale consideration- Rs. 34,49,985/-	Agreement of Sale	29.05.2023	Flat No.505, Block A
179/2025 Sanjeev Kumar Thatipally	Rs.27,99,000/- Total sale Consideration is fixed at Rs.2199/- per square ft. (1000 sqft) Complainant paid Rs. 9,99,000/-	Agreement for Investment	25.01.2021	Flat No.401, Block A
180/2025 K.Sreenivas Rao	Rs. 20,000.00/- Total sale consideration- Rs. 24,02,400/-	Agreement for Investment	08.01.2021	Flat No: 319, Block B
181/2025 M. Srirama Chandra Murthy	Rs. 31,01,000/- Total sale consideration Rs.34,46,121.3/-	Agreement of Sale	09.08.2023	Flat No: 309, Block A

182/202 K. Rajesh Kumar	Rs. 15,00,000/- Total sale consideration- Rs.21,83,575/-	Agreement for Sale	29.05.2023	Flat No:102, Block A
183/2025 Karna Sujatha	Rs.19,05,000/- Total sale consideration- Rs.24,03,400/-	Agreement for Investment	04.01.2021	Flat No: 419, Block B
184/2025 Canda Abhigna	Rs.28,00,000/- Total sale consideration- Rs.10,00,000/-	Agreement for Investment	25.01.2021	Flat No:201, Block A
186/2025 Y. Jayendra Shanmukh	Rs.22,02,500/- Total Sale consideration Rs.20,02,500/-	Agreement for Sale	16.09.2021	Flat No: C-1003 Block A
188/2025- Anumula Sirisha	Rs. 17,20,000/- Total Sale consideration Rs.18,63,521/-	Agreement for Sale	29.05.2023	Flat No: 502 Block A
281/2025- Anumula Sirisha	Rs. 32,34,000/- Total Sale consideration Rs.32,34,000/-	Agreement for Investment	18.01.2021	Flat No: 301 Block A

28. The above details clearly demonstrate that substantial amounts have been collected by the Respondent No.1 from the Complainants under various forms of agreements, without corresponding progress in development, thereby substantiating the claim for refund along with interest and consequential reliefs under the provisions of the RE (R&D) Act, 2016.

29. Section 18(1) of the RE (R&D) Act, 2016 reads thus:

“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.”

30. The Respondent No.1 has received substantial amounts from the all the Complainants respectively towards the subject project, as detailed hereinabove in para 27, and has failed to either complete the project or hand over possession within the stipulated time. Accordingly, the Respondent No.1 is held liable to refund the amounts paid by the respective Complainants, along with interest, in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, framed under the RE (R&D) Act, 2016, i.e., at the rate of the current highest Marginal Cost of Lending Rate (MCLR) of the State Bank of India plus 2%, which at present stands at 8.70% + 2%, aggregating to 10.70% per annum, from the respective dates of payment till realization.

31. Further, this Authority is of the considered view that the cumulative conduct of the Respondent No.1 warrants initiation of proceedings for revocation of registration of the project "Jai Vasavis Bliss Heights" bearing RERA Registration No. P02200007023 dated 23.09.2023, under Section 7 of the Real Estate (Regulation and Development) Act, 2016. The grounds necessitating such action are as follows:

32. The Respondent No.1 had, even prior to obtaining RERA registration, commenced marketing, entered into agreements, and collected substantial consideration from allottees in brazen violation of Section 3(1) of the RE(R&D) Act, 2016. Despite obtaining registration on 23.09.2023, the Respondent No.1 has continued to default on its statutory and contractual obligations, inasmuch as no substantial construction activity has been commenced at the project site and no Occupancy Certificate or Completion Certificate has been obtained till date. The Respondent No.1 has further failed to submit Quarterly Progress Reports and financial disclosures as mandated under the Act and the Rules framed thereunder, thereby demonstrating a persistent and willful non-compliance with the regulatory framework.

33. Further, this Authority directed an inspection of the concerned project site through the Engineering Staff College of India (ESCI), and as per the ESCI Report bearing No. ESCI/PD/TPQC/TGRERA/31/2026-27, it was assessed that the present stage of construction work was only 2.8% of the total project work at the time of inspection, and no active construction activity was observed at the site of the said project. It is also pertinent to note that this Authority, vide interim order dated 21.08.2025, had directed that the registration of the subject project be kept in abeyance pending adjudication of the present complaints, in view of the prima facie violations established at that stage. The findings recorded in the present final order only reinforce and fortify the conclusion that the Respondent No.1 has systematically

abused the registration framework, used it as a mere facade of legitimacy while continuing to deceive allottees, and has demonstrated no intention or capacity to complete the project. Continued subsistence of the registration in such circumstances would be contrary to the object and purpose of the RE(R&D) Act, 2016, and would cause further prejudice to the allottees and the public at large.

34. Accordingly, the Secretary, Telangana RERA, is hereby directed to issue a Show Cause Notice to the Respondent No.1 within a period of seven (7) days from the date of this Order, calling upon it to show cause as to why the registration of the subject project bearing No. P02200007023 shall not be revoked under Section 7 of the RE(R&D) Act, 2016, and to initiate and proceedings expeditiously, in the interest of the aggrieved allottees.

G. Directions of the Authority:

35. In light of the foregoing discussion, findings, and conclusions recorded hereinabove, and in exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are hereby issued to the Respondents:

- i. The Respondent No.1, M/s R Homes, is hereby restrained forthwith from advertising, marketing, booking, selling, offering for sale, or collecting any further consideration in respect of the project "Jai Vasavis Bliss Heights" bearing RERA Registration No. P02200007023, until further orders of this Authority.
- ii. The Respondent No.1 is directed to refund the amounts paid by the respective Complainants, as detailed in the table at para 27 hereinabove, together with interest at the rate of 10.70% per annum (being the current highest MCLR of State Bank of India at 8.70% plus 2%), calculated from the respective dates of each payment made by each Complainant until the date of actual realization, within a period of sixty (60) days from the date of receipt of this Order.
- iii. The Secretary, Telangana RERA, is directed to initiate proceedings under Sections 59 and 60 of the RE(R&D) Act, 2016 for imposition of appropriate penalty against the Respondent No.1 for violations of Sections 3 and 13 of the RE(R&D) Act, 2016 subject to the approval of this Authority, within a period of fifteen (15) days from the date of this Order.
- iv. The Secretary, Telangana RERA, is further directed to issue a Show Cause Notice to the Respondent No.1 within a period of seven (7) days from the date of this Order,

calling upon it to show cause as to why the registration of the subject project bearing No. P02200007023 shall not be revoked under Section 7 of the RE(R&D) Act, 2016, in view of the following:

- a) The Respondent No.1 had commenced marketing, entered into agreements, and collected consideration from allottees prior to obtaining mandatory RERA registration, in violation of Section 3(1) of the RE(R&D) Act, 2016;
- b) Despite obtaining registration on 23.09.2023, the Respondent No.1 has failed to commence any substantial construction activity at the project site and has not obtained any Occupancy Certificate or Completion Certificate till date;
- c) The Respondent No.1 has persistently failed to submit Quarterly Progress Reports and mandatory financial disclosures as required under the RE(R&D) Act and TG RE(R&D) Rules framed thereunder, reflecting a continuing and willful disregard of its statutory obligations;
- d) This Authority, vide its interim order dated 21.08.2025, had already directed that the registration of the subject project be kept in abeyance, having found a prima facie case of default, the findings in the present final order conclusively reinforce that position;
- e) The continued subsistence of the registration of the project in such circumstances would be contrary to the object and purpose of the RE(R&D) Act, 2016 and would cause further irreparable prejudice to the allottees and the public at large

36. Failure on the part of the Respondent No.1 to comply with the directions issued hereinabove shall attract proceedings under Section 63 of the RE(R&D) Act, 2016, and this Authority reserves the right to take all such further action as may be warranted in law

37. The Complaints are disposed of in lieu of the above directions. No order as to costs.

Sd/-

Sri. K. Srinivasa Rao,
Hon'ble Member
TG RERA

Sd/-

Sri. Laxmi Naryana Jannu,
Hon'ble Member
TG RERA

Sd/-

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