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

Complaint No. 549 of 2025
Dated: 3rd August 2026

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

Divya Nadikattu
H.No: 11-14-196/4,Ground Floor,
Road No 8. Haripuri Colony, Near SR Digi School,
Alkapuri, Hyderabad, Telangana-500035 **…Complainant**

AND

Sri Krishna Developpers Represented by
1. Mr. Mitilesh Agarwal (CEO)
2. Mr. Dhananjay Rao (Sale Head)
3. Ms. Pentam Swapna (Assistant Manager – CRM)

Sri Krishna House, Door No 8-2-626/2,
3rd floor Road No 10, Banjara Hills,
Hyderabad, Telangana 500034 **…Respondents**

The present matter filed by the Complainants detailed hereinabove came up for hearing before this Authority in the presence of Counsel of the Complainants and the Counsel of the Respondent. Upon hearing their submissions, this Authority proceeded to pass the following **ORDER:**

2. The present Complaint has 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 Respondent.

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

3. It was submitted that the Respondent is the promoter and developer of a residential project namely "Krishe Pearl" situated at Chengicherla, Boduppal, Hyderabad. The Complainant, being interested in purchasing a residential unit in the said project, made an

enquiry through the project website and thereafter interacted with the sales representatives of the Respondent on several occasions at the project site office.

4. It was submitted that during the course of discussions and meetings held with the sales team of the Respondent, the Complainant was informed that possession of the proposed apartment would be delivered by June, 2026. Relying upon the said representations and assurances, the Complainant proceeded to book a residential unit in the project and paid a sum of ₹2,00,000/- (Rupees Two Lakhs only) towards booking amount on 26.09.2024.

5. It was further submitted that while processing the Agreement of Sale, the Complainant noticed that the date of possession mentioned therein was 15.11.2027, which was inconsistent with the date allegedly represented by the Respondent during the pre-booking discussions. According to the Complainant, upon seeking clarification, the Respondent's sales representatives assured that possession of the apartment would nevertheless be delivered by June, 2026, and relying upon such assurance, the Complainant executed the Agreement of Sale on 18.11.2024.

6. The Complainant submitted that subsequently, during interactions with the Respondent's customer relationship team, she was informed that possession could not be expected prior to the date stipulated in the Agreement of Sale and that the Respondent would also be entitled to the contractual grace period. According to the Complainant, the said communication created apprehension regarding the timeline for completion of the project and resulted in loss of confidence in the assurances previously extended by the Respondent.

7. It was further submitted that the Agreement of Sale executed on 18.11.2024 contemplated development of three blocks consisting of seven floors each. However, according to the Complainant, the Respondent subsequently sought execution of a fresh agreement reflecting construction of three blocks consisting of nine floors each. The Complainant contended that the proposed increase in the number of floors may adversely affect the undivided share of land attached to the apartment and may place additional burden on the common amenities proposed in the project.

8. It was submitted that in view of the aforesaid circumstances, the Complainant expressed unwillingness to continue with the booking and sought information regarding cancellation of

the allotment. According to the Complainant, upon enquiry through email, the Respondent informed that an amount of ₹10,00,000/- (Rupees Ten Lakhs only) would be deducted in the event of cancellation of the booking.

9. The Complainant further submitted that despite seeking clarification regarding the basis and justification for the proposed deduction amount, no satisfactory explanation was furnished by the Respondent. Aggrieved thereby, the Complainant approached this Authority seeking appropriate relief under the provisions of the Real Estate (Regulation and Development) Act, 2016.

***B.* Relief Sought**

10. *Cancellation of the booked flat and refund of the entire amount paid by the Complainant in respect thereof.*

C. Reply filed by the Respondent

11. At the outset, it was submitted that the complaint is baseless, misconceived, and not maintainable either in law or on facts. The Respondents denied all allegations made by the Complainant except those specifically admitted and contended that they have acted strictly in accordance with the terms and conditions of the Agreement of Sale dated 18.11.2024 and the provisions of the Real Estate (Regulation and Development) Act, 2016.

12. It was submitted that the present complaint has been filed solely to evade the Complainant's contractual obligations arising under the Agreement of Sale dated 18.11.2024. According to the Respondents, the Complainant has failed to disclose complete and material facts and has approached this Authority with a distorted version of events. The Respondents contended that the dispute essentially arises out of the Complainant's failure to comply with the payment obligations stipulated under the Agreement of Sale and that the relief sought is contrary to the express contractual terms mutually agreed between the parties.

13. The Respondents further contended that the present complaint is beyond the scope of jurisdiction of this Authority. According to the Respondents, the jurisdiction of this Authority under Sections 31 and 34 of the Real Estate (Regulation and Development) Act, 2016 is confined to enforcement of statutory obligations of promoters and adjudication of grievances arising from delay or deficiency attributable to the promoter. It was submitted that the Act does

not empower this Authority to adjudicate private contractual disputes or to grant cancellation and refund merely on account of an allottee's own default in complying with the payment obligations under a duly executed agreement.

14. It was submitted that the Complainant booked an apartment in the Respondents' residential project namely “Krishe Pearl” situated at Survey No.72, Chengicherla, Medipally Mandal, Medchal-Malkajgiri District, on 23.09.2024 and subsequently executed an Agreement of Sale dated 18.11.2024. According to the Respondents, the Agreement of Sale clearly stipulates the terms and conditions governing the allotment, payment schedule, possession timeline, rights and obligations of the parties, and consequences of default. The Respondents contended that by executing the Agreement of Sale, the Complainant voluntarily accepted and agreed to be bound by all contractual terms contained therein.

15. It was further submitted that the Complainant initially made payments in accordance with the agreed payment schedule. However, according to the Respondents, from February 2025 onwards the Complainant defaulted in making further instalment payments as required under the Agreement of Sale. The Respondents submitted that demand notices were issued on 24.02.2025 and 02.05.2025 calling upon the Complainant to clear the outstanding dues. It was further submitted that the Complainant responded by assuring that the pending payments would be made by the end of April 2025 and subsequently represented that a sum of ₹10,00,000/- would be paid within a week and the balance amount of ₹27,00,000/- would be paid during the third week of June 2025. According to the Respondents, despite such assurances, no further payments were made.

16. The Respondents submitted that thereafter, on 04.06.2025, the Complainant sought clarification regarding cancellation, transfer, and refund of the booked apartment. According to the Respondents, the Respondents' representatives replied on the very same day explaining the applicable cancellation and refund provisions contained in the Agreement of Sale. Reliance was placed upon Clause 9.3 of the Agreement of Sale dealing with events of default and consequences thereof, under which the promoter is entitled, in the event of continuous payment default for more than two months, to cancel the allotment and refund the amounts paid after deducting ten percent of the total apartment value together with applicable interest liabilities, taxes, and other charges as stipulated under the agreement.

17. It was further submitted that Sections 19(6) and 19(7) of the Real Estate (Regulation and Development) Act, 2016 impose statutory obligations upon an allottee to make payments in accordance with the agreement for sale. According to the Respondents, the Complainant failed to comply with both contractual and statutory obligations by not adhering to the agreed payment schedule and therefore cannot seek relief under the provisions of the Act.

18. The Respondents contended that after being informed of the consequences flowing from the payment defaults, the Complainant began raising objections regarding the possession timeline and cancellation charges solely to avoid the consequences of her own contractual breaches. It was submitted that the possession date and cancellation provisions were expressly recorded in the Agreement of Sale and had been voluntarily accepted by the Complainant at the time of execution thereof. According to the Respondents, such conduct constitutes a clear default under the Agreement of Sale and disentitles the Complainant from seeking relief before this Authority.

19. It was further submitted that continuous communications, follow-ups, and telephonic discussions took place between the parties until August 2025 with a view to amicably resolving the matter. However, according to the Respondents, despite repeated efforts on their part, no conclusive response or settlement proposal was received from the Complainant.

20. The Respondents submitted that although the Agreement of Sale entitled them to terminate the allotment, levy interest on delayed payments, and recover cancellation charges in accordance with the contractual provisions, they did not immediately invoke such remedies and instead acted in good faith by attempting to resolve the issue. The Respondents alleged that the present complaint has been filed by the Complainant in an attempt to avoid her contractual obligations while simultaneously seeking to tarnish the reputation of the Respondents.

21. The Respondents denied the allegations that possession of the apartment was ever assured for June 2026. While admitting that the Complainant booked an apartment and paid a booking amount of ₹2,00,000/- on 26.09.2024, the Respondents contended that the possession date was clearly specified in the Agreement of Sale as 15.11.2027 together with a contractual grace period of six months. It was submitted that the said possession date is also reflected in the RERA registration particulars of the project.

22. The Respondents specifically denied that any member of the sales or marketing team made any verbal assurance regarding delivery of possession by June 2026. It was contended that any alleged promotional material, advertisement, brochure, or pre-contractual communication relied upon by the Complainant cannot override the terms of a subsequently executed Agreement of Sale.

23. The Respondents further relied upon Clause 21 of the Agreement of Sale and submitted that the Agreement, together with its schedules and annexures, constitutes the complete and final understanding between the parties and supersedes all prior oral or written communications, negotiations, assurances, and representations. Accordingly, it was contended that the Complainant is estopped from disputing the contractual possession date after having voluntarily executed the Agreement of Sale with full knowledge of its contents.

24. The Respondents denied the allegation that the project was originally represented as consisting of only three blocks with seven floors each. It was submitted that Recital Clause (J) of the Agreement of Sale expressly disclosed that the Respondents had acquired Transferable Development Rights (TDR) and had already applied to the competent authority for revised building permission permitting construction of two additional floors.

25. It was further submitted that Recital Clause (O) of the Agreement of Sale specifically records that the Complainant was aware that revised building permission was pending before the competent authority and had voluntarily agreed not to raise objections, claims, or demands against the Respondents on account of such pending approvals.

26. The Respondents further contended that the Agreement of Sale records that the Complainant executed the agreement after independently examining the title documents, sanctioned plans, permissions, and applicable regulations and after obtaining independent legal advice. According to the Respondents, the Complainant therefore cannot subsequently contend that the proposed revision of the building permissions was either concealed or misrepresented.

27. It was submitted that the allegation relating to reduction of undivided share of land and increased burden on common amenities is speculative and without factual basis. According to the Respondents, no fixed undivided share is conveyed at the pre-construction stage and the same is determined in accordance with the final sanctioned plans and applicable law. The Respondents further contended that a developer is legally entitled to seek revision of sanctioned

plans subject to approval by the competent authority and that the Complainant, having expressly acknowledged such right under the Agreement of Sale, is estopped from challenging the same.

28. The Respondents admitted that the Complainant made enquiries regarding cancellation and refund of the apartment booking and that the Respondents replied through email communication dated 04.06.2025. However, it was submitted that the said communication merely reiterated the contractual provisions contained in Clause 9.3 of the Agreement of Sale and did not create any independent obligation or assurance beyond the contract.

29. According to the Respondents, Clause 9.3 expressly provides that where payment defaults continue for more than two months, the promoter is entitled to terminate the allotment and refund the amounts paid after deducting ten percent of the total apartment value together with applicable charges and liabilities. It was contended that the deduction amount communicated to the Complainant was therefore strictly in accordance with the terms voluntarily agreed between the parties.

30. The Respondents submitted that despite repeated reminders issued between February 2025 and October 2025, the Complainant failed to regularise the outstanding dues. According to the Respondents, the allegations concerning the cancellation and refund policy have been raised only to divert attention from the Complainant's continuing payment defaults and are therefore devoid of merit.

31. Accordingly, the Respondents prayed that the complaint be dismissed with costs and that such other orders be passed as may be deemed fit and proper in the circumstances of the case.

D. Rejoinder filed by the Complainant

32. At the outset, it was submitted that the contents of the counter filed by the Respondents are false, misleading, evasive, and denied in entirety except to the extent specifically admitted. The Complainant contended that the Respondents have attempted to portray the present dispute as a mere contractual disagreement in order to avoid scrutiny of their statutory obligations under the provisions of the Real Estate (Regulation and Development) Act, 2016.

33. It was submitted that the present complaint does not arise out of any voluntary default on the part of the Complainant but is founded upon the conduct of the Respondents in making pre-contractual representations regarding the possession timeline, subsequently adopting a contradictory position concerning delivery of possession, raising premature milestone-based payment demands, suppressing the actual stage of construction, seeking to alter the nature of the project by increasing the number of floors, and demanding substantial deductions in the event of cancellation. According to the Complainant, such acts constitute misrepresentation and unfair trade practices falling squarely within the jurisdiction of this Authority.

34. The Complainant further submitted that under Section 11 of the Real Estate (Regulation and Development) Act, 2016, a promoter is obligated to adhere to the representations made in advertisements, promotional materials, emails, brochures, and other communications issued to prospective purchasers. Reliance was also placed upon Section 12 of the Act to contend that where a purchaser makes investment on the basis of representations contained in advertisements, prospectuses, or promotional communications and subsequently suffers loss or damage on account of any incorrect or misleading statement contained therein, the promoter is liable to refund the investment together with interest and compensation in accordance with law.

35. It was further submitted that the Respondents have incorrectly alleged suppression of material facts by the Complainant. According to the Complainant, the dispute arises from the Respondents' conduct in making representations regarding possession by June 2026, inducing execution of the Agreement of Sale dated 18.11.2024 on the basis of such assurances, subsequently taking a contradictory stand regarding the possession timeline, proposing changes affecting the undivided share of land attached to the apartment, raising payment demands contrary to the agreed payment schedule, and seeking to impose arbitrary forfeiture charges. It was contended that the complaint is therefore fully maintainable under the provisions of the Act.

36. The Complainant admitted execution of the Agreement of Sale dated 18.11.2024 but denied the contention that the same was executed without inducement. It was submitted that prior to execution of the agreement, the Respondents repeatedly represented through oral discussions, email communications, and other interactions that possession would be delivered by June 2026. According to the Complainant, the possession date mentioned in the Agreement of Sale was represented as a regulatory requirement and the Complainant executed the agreement relying upon the assurances allegedly given by the Respondents. It was contended

that the email and WhatsApp communications placed on record clearly demonstrate inducement and contradictory representations.

37. The Complainant denied the allegation that she committed payment default from February 2025 onwards. It was submitted that the Agreement of Sale contemplates milestone-based payments linked to completion of specified stages of construction. According to the Complainant, despite repeated requests, the Respondents failed to furnish documentary evidence, photographs, or other material establishing completion of the relevant construction milestones corresponding to the payment demands raised. The Complainant therefore contended that the payment demands themselves were premature and contrary to the terms of the Agreement of Sale.

38. It was further submitted that one of the demand notices relied upon by the Respondents pertained to the "Caribbean Wing", whereas the apartment booked by the Complainant forms part of the "Flores Wing". According to the Complainant, such discrepancy casts doubt upon the accuracy and credibility of the payment demands raised by the Respondents. It was also contended that under the contractual provisions governing promoter default, an allottee is entitled to withhold payments where the promoter has failed to comply with its obligations.

39. The Complainant admitted having sought clarification regarding cancellation and refund terms. However, it was contended that the Respondents' reliance upon Clause 9.3 of the Agreement of Sale to deduct ten percent of the total sale consideration is arbitrary, penal, and contrary to the provisions of the Real Estate (Regulation and Development) Act, 2016. According to the Complainant, there exists no statutory provision permitting automatic forfeiture of ten percent of the total sale consideration in circumstances where withdrawal is occasioned by the conduct and defaults of the promoter.

40. The Complainant further submitted that statutory obligations imposed upon an allottee cannot be interpreted in isolation and must be read along with the corresponding obligations cast upon the promoter. It was contended that the Respondents cannot rely upon the allottee's payment obligations while simultaneously ignoring their own obligations relating to transparency, construction progress, and adherence to representations made to purchasers.

41. It was further submitted that despite repeated requests seeking proof of completion of construction milestones corresponding to the payment demands, no satisfactory material was

furnished by the Respondents. According to the Complainant, the construction progress reports subsequently supplied by the Respondents indicated that construction activities relating to the first floor remained incomplete as of January 2025. The Complainant contended that despite being aware of such incomplete status, the Respondents nevertheless proceeded to raise milestone-based payment demands, which according to the Complainant was arbitrary and contrary to the agreed payment schedule.

42. The Complainant denied the contention that the Respondents made genuine efforts to amicably resolve the dispute. Reliance was placed upon communications exchanged with the customer relationship team of the Respondents to contend that construction was admittedly at a preliminary stage while payment demands were simultaneously being raised for subsequent construction milestones. According to the Complainant, the Respondents cannot be permitted to rely upon inconsistent positions regarding the stage of construction.

43. The Complainant further denied the Respondents' claim that they are entitled to impose cancellation charges, interest, and forfeiture under Clause 9.3 of the Agreement of Sale. It was submitted that the said clause is arbitrary, one-sided, unconscionable, and contrary to the statutory protections available under Sections 12 and 18 of the Real Estate (Regulation and Development) Act, 2016. According to the Complainant, where withdrawal is occasioned by misrepresentation, contradictory assurances, suppression of construction status, and premature payment demands, no deduction can be imposed upon the allottee.

44. The Complainant further contended that the Respondents cannot rely upon the entire agreement clause contained in the Agreement of Sale to defeat liability arising from pre-contractual representations. According to the Complainant, representations regarding possession by June 2026 formed the basis upon which the booking amount was paid and the transaction was entered into. It was submitted that a contractual clause purporting to supersede prior communications cannot absolve the Respondents from liability arising under Section 12 of the Act in respect of misleading representations made prior to execution of the agreement.

45. It was further submitted that the Respondents have failed to transparently disclose the effect of the proposed increase in the number of floors on the undivided share of land and common amenities available to purchasers. According to the Complainant, collection of consideration from purchasers without clearly disclosing the impact of such changes is contrary

to the principles of transparency embodied in the Real Estate (Regulation and Development) Act, 2016.

46. The Complainant reiterated that the decision to withdraw from the project arose solely on account of the Respondents' conduct in allegedly misrepresenting the possession timeline, suppressing the actual stage of construction, proposing changes affecting the nature of the project, and raising premature payment demands. According to the Complainant, such circumstances attract the provisions of Sections 12 and 18 of the Real Estate (Regulation and Development) Act, 2016 and entitle the Complainant to refund of the entire amount paid together with applicable interest and without any deductions.

47. The Complainant finally denied the contention that the complaint is devoid of merit or beyond the jurisdiction of this Authority. It was submitted that the dispute concerns statutory compliance by the promoter, representations made to purchasers, milestone-based payment demands, transparency obligations, and the legality of the proposed forfeiture, all of which fall within the jurisdiction of this Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.

48. Accordingly, the Complainant prayed that the Respondents be directed to refund the entire amount of ₹24,00,000/- paid towards the subject apartment together with applicable interest and without any deductions, besides such other reliefs as this Authority may deem fit and proper in the circumstances of the case.

E. Points for Consideration

49. Based on the facts and circumstances placed before this Authority, the following question arise for adjudication:

1. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

F. Observations of The Authority:

50. This Authority has carefully considered the pleadings filed by both parties, the submissions made during the course of hearing, and the material placed on record.

51. It is not in dispute that the Complainant booked Apartment No. A515 situated on the 5th Floor of Tower-A (Flores Wing) in the Respondent's project namely *"Krishe Pearl"* and

that an Agreement of Sale dated 18.11.2024 was executed between the parties. It is also not in dispute that the said Agreement of Sale specifically records the scheduled date of possession as 15.11.2027. The primary grievance raised by the Complainant is that prior to execution of the Agreement of Sale, the sales representatives of the Respondent allegedly represented that possession would be delivered by June, 2026 and that such representation induced her to enter into the transaction.

52. The Complainant herself has specifically pleaded that while processing the Agreement of Sale, she noticed that the date of possession mentioned therein was 15.11.2027 and that the same was different from the timeline allegedly discussed during the pre-booking interactions. Despite being aware of the possession date expressly stipulated in the Agreement of Sale, the Complainant proceeded to execute the Agreement on 18.11.2024. Once the parties have consciously entered into a written Agreement governing their rights and obligations, the terms contained therein become binding upon both parties. In the absence of any material demonstrating that the Agreement was executed under fraud, coercion, or misrepresentation affecting its validity, the contractual terms voluntarily accepted by the parties cannot be disregarded or substituted by alleged oral assurances stated to have been made during the pre-contractual stage.

53. This Authority further notes that the Respondents have placed reliance upon Clause 21 of the Agreement of Sale, which provides that the Agreement together with its schedules and annexures constitutes the complete understanding between the parties and supersedes all prior discussions, negotiations, representations, and communications. The Complainant has admittedly executed the Agreement of Sale with full knowledge of the possession date stipulated therein. In such circumstances, this Authority is unable to accept the contention that the possession timeline recorded in the executed Agreement should be ignored and replaced by an alleged oral assurance said to have been made during the pre-contractual stage. If the Complainant was not agreeable to the possession date of 15.11.2027 expressly incorporated in the Agreement of Sale, it was always open to her not to proceed with the transaction. Having consciously entered into the Agreement, the Complainant cannot subsequently seek to avoid the contractual terms voluntarily accepted by her.

54. It is also pertinent to note that the scheduled date of possession stipulated under the Agreement of Sale is 15.11.2027. Admittedly, the said date has not yet arrived. Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 becomes attracted only where the

promoter fails to complete the project or is unable to hand over possession in accordance with the terms of the Agreement for Sale. In the present case, no such event has occurred as on the date of filing of the complaint. The grievance of the Complainant is founded upon an apprehension that possession may not be delivered by June, 2026 and upon the subsequent clarification given by the Respondents that possession would be governed by the date stipulated in the Agreement of Sale. Mere apprehension regarding a future event, in the absence of any failure on the part of the promoter to comply with the contractual possession timeline, cannot furnish a ground for directing cancellation of the allotment and refund of the amounts paid.

55. The Complainant has also sought to contend that the Respondents subsequently proposed to increase the number of floors in the project from seven floors to nine floors in each block, and that such increase may affect the undivided share of land and common amenities attached to the apartment. However, the material on record indicates that the Agreement of Sale itself contains disclosures regarding acquisition of Transferable Development Rights (TDR) and the pendency of revised building permissions before the competent authority. The Respondents have specifically relied upon Recital Clauses (J) and (O) of the Agreement of Sale in this regard. This Authority notes that Clauses (J) and (O) had already disclosed to the Complainant that the Respondents had acquired TDR and had filed an application for revised building permission. The Complainant cannot, therefore, now contend that she was unaware of the proposed revision.

56. In view of the foregoing, the Complainant cannot contend that her decision to seek cancellation is attributable to any default or misrepresentation on the part of the Respondents, as she was fully aware of the proposed revised plan at the time of executing the Agreement of Sale. Having voluntarily signed the Agreement and accepted its terms, the Complainant cannot, after a lapse of nearly 1.5 years, contend that never agreed with the terms of the agreement of sale. The plea of inducement and misrepresentation is accordingly rejected. However, since the Complainant does wish to withdraw from the allotment, this Authority directs that the Respondents shall refund the amount paid by the Complainant towards the subject apartment after deduction of booking amount as per the agreed terms and conditions of the agreement of sale.

57. In view of the foregoing discussion and in exercise of the powers conferred under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, this Authority

holds that the Complainant's plea of inducement, misrepresentation, and suppression of construction status does not survive. However, since the Complainant seeks to withdraw from the allotment, the Respondents are directed to refund the amount paid by the Complainant towards the subject apartment, after deducting the booking amount as per the agreed terms and conditions of the agreement of sale.

G. Directions of the Authority

58. In view of the foregoing discussion and in exercise of the powers conferred under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, this Authority finds no merit in the present complaint and accordingly the same is dismissed.

59. In view of the above, the present complaint stands disposed of. No order as to costs.

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