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

Complaint No. 682 of 2025
Dated: 27th August, 2026

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

Between

Smt. N. Sneha,
R/o. Flat No. 506, Tower 7,
Provident Kenworth, Shivrampally,
Ranga Reddy District,
Telangana- 500030. ***…Complainant***

And

M/s. EVK Projects Pvt. Ltd.,
490/A, Nirmalayam,
Road No. 10, Jubilee Hills,
Hyderabad, Telangana- 500033. ***…Respondent***

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER**:

1. 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 "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 as per Form M filed by Complainant

2. It is submitted by the Complainant that the Complainant, Ms. N. Sneha, purchased a 2 BHK residential flat bearing No. 4007, Block-E, 4th Floor, admeasuring 1170 sq. ft., situated at Village Kollur, from the Respondent, EVK Projects Pvt. Ltd., vide Agreement of Sale dated 06th November 2021, with a clear and unequivocal promise to hand over possession within a period of 36 months.

3. It is submitted by the Complainant that the Complainant relied upon the Respondent's advertisements, website representations, brochures, and specific assurances made by the

Respondent's marketing team that the project would be a well-planned and timely development, strictly in accordance with the specifications and terms of the Agreement of Sale. It was further represented that the committed handover would be within 36 months and that the balance consideration would be payable only upon receipt of RERA approval. The Respondent also assured that in the event of any defect in title, whether in whole or in part, the Complainant would be compensated for the amounts paid along with simple interest at the time of final settlement.

4. It is submitted by the Complainant that, acting in good faith and based on the aforesaid assurances and representations, the Complainant has already paid a sum of ₹9,60,000/- (Rupees Nine Lakhs Sixty Thousand only) towards the consideration of the said flat. However, despite repeated follow-ups and assurances from the Respondent's CRM team and management, the Respondent has failed to demonstrate any tangible progress at the project site or provide a transparent and credible completion plan, thereby causing the Complainant severe financial loss and mental distress.

5. It is submitted by the Complainant that as on 20th September 2025, the project has not even commenced and no major construction activity has been carried out at the site. Despite multiple requests and communications, the Respondent has failed to furnish a clear roadmap, timeline, or construction schedule, leaving the Complainant and other similarly placed homebuyers in a state of uncertainty, anxiety, and hardship.

6. It is submitted by the Complainant that the absence of visible progress, coupled with the Respondent's continued non-communication and non-disclosure, raises serious concerns regarding the Respondent's intent and commitment to complete the project. Such continued inaction squarely amounts to deficiency in service and constitutes a violation of the statutory obligations imposed upon the Respondent under Sections 11 and 18 of the Real Estate (Regulation and Development) Act, 2016.

7. It is submitted by the Complainant that the prolonged delay in handing over possession, without any valid or lawful justification, constitutes a grave violation of the provisions of the RERA Act. Despite collecting a substantial amount of ₹9,60,000/- from the Complainant, the Respondent has failed to adhere to the contractual timelines and statutory mandates, thereby breaching both the Agreement of Sale and the RERA guidelines.

8. It is submitted by the Complainant that the delay has caused severe financial strain, mental agony, and emotional distress to the Complainant. It is further learnt that during the

same period, the Respondent has launched multiple new projects and had promised the Complainant an alternative unit in one such project, which clearly demonstrates that the Respondent is misusing the COVID-19 force majeure clause as a mere pretext to evade accountability, though the same is wholly inapplicable to the present project.

9. It is submitted by the Complainant that in view of the prolonged delay, lack of accountability, deliberate non-disclosure, and misuse of statutory provisions, the Complainant is constrained to approach this Hon'ble Authority seeking urgent intervention, compensation with interest as provided under Section 18 of the RERA Act, and appropriate directions against the Respondent to safeguard the Complainant's rights.

10. It is submitted by the Complainant that the Respondent had also expressly promised that the construction would be completed within 36 months and that for any delay beyond the said period, the Respondent would pay compensation at the rate of ₹10,000/- (Rupees Ten Thousand only) per month from the date immediately following the expiry of 36 months until the actual handing over of possession. It is further submitted that the Respondent had assured compensation with simple interest in the event of any defect in title, whether in part or in whole, until final settlement, which assurances have been blatantly breached.

B. Relief(s) Sought:

11. The Complainants accordingly sought the following reliefs:

a) To direct the Respondent to immediately complete the construction of the Complainant's flat and hand over lawful possession thereof without any further delay, in accordance with the terms of the Agreement of Sale. The Respondent has already exceeded the committed timeline and has failed to pay the agreed compensation for delay. Despite the Complainant having paid approximately 30% of the total sale consideration amounting to ₹9,60,000/-, the Respondent has not provided any clear, enforceable, or time-bound completion schedule. The Respondent may further be directed to complete the balance construction within a strict and Authority-monitored timeline, and in the event of any further default, to face stringent penalties and punitive action as contemplated under the provisions of the Real Estate (Regulation and Development) Act, 2016.

b) To direct the Respondent to pay interest on the amounts paid by the Complainant, in terms of Section 18 of the Real Estate (Regulation and Development) Act, 2016, calculated from the committed date of possession under the Agreement of Sale, i.e., 06th November 2024, till the actual date of handing over possession. The prolonged and unjustified delay has caused severe financial hardship to the Complainant, and the Respondent is therefore liable to compensate the Complainant by paying interest at the rate prescribed under the RERA Act for the entire period of delay.

c) To direct the Respondent to pay adequate compensation to the Complainant for the mental agony, emotional distress, financial strain, and hardship suffered on account of the Respondent's negligence, misrepresentation, lack of transparency, and prolonged delay in completion and delivery of the flat, in addition to the statutory interest payable for delayed possession, as deemed fit and proper by this Hon'ble Authority in the interest of justice and equity.

C. Interim Application (I.A. No. 74 of 2026)

12. A petition has been filed by the Complainant under Section 36 of the Real Estate (Regulatory and Development) Act, 2016. The Complainant has prayed before this Authority to revise the reliefs sought for as the project has not commenced which showcases a lack of progress and despite this Authority having issued notices, the Respondent has failed to represent itself before this Authority. In light of the same it is prayed before this Authority to amend the original relief sought by the Complainant as follows:

a. To direct the Respondent to refund the entire principal amount of Rs. 9,60,000/- (Rupees Nine Lakh Sixty Thousand Only) paid by the Complainant in good faith towards the flat cost, on account of total failure of the project and breach of contract.

b. To direct full payment in lieu of the delayed project beyond 36 months at Rs. 10,000/- (Rupees Ten Thousand Only) per month i.e. from 4th November 2024 to the end of close of this actual realization.

c. To direct the Respondent to pay interest at the prescribed rate under Section 18 of the RE(R&D) Act, 2016 on the principal amount plus delayed amount calculated from the respective dates of payment/investment all through the years up to date of actual realization/settlement.

d. To compensate or impose penalty as RERA deems fit for the breach of trust, hardships, pain, and agony faced, psychological effect, efforts made all these years and time and efforts put by self and by the respected Authority.

D. Point(s) for Consideration:

13. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

1. *Whether the Complainant is entitled to the relief sought?*

E. Observations of the Authority

14. The observations of this Authority are dealt with under the following three points:

I. Whether the Respondent failed to complete the construction and hand over possession of the Scheduled Property within the stipulated period, thereby contravening Section 18 of the RE(R&D) Act, 2016; and

II. Whether the Respondent contravened Section 3 of the RE(R&D) Act, 2016 by booking and selling the Scheduled Property without prior registration of the project; and

III. Whether this Authority has jurisdiction to adjudicate the Complainant's claims for compensation towards rent, financial loss, hardship, pain and agony, and other consequential losses?

15. It is observed that the Respondent has failed to make appearance before this Authority despite due service of notice on several occasions. Accordingly, on 19.06.2026 the Respondent M/s. EVK Projects Pvt. Ltd. is set ex parte by this Authority.

16. Upon a careful examination of the pleadings, documents, and submissions placed on record by both parties, this Authority finds it necessary to address the central issue relating to the entitlement of the Complainant to physical possession of Flat No. 4007, Block E, 4th Floor, of 1170 Sq. Ft. For Rs. 3200/- (Rupees Three Thousand Two Hundred Only) per SFT in EVK Avasa, situated in Sy. No. 290, 291, 293, 294, 322 at Kollur Village, Ramachandrapuram Mandal, Sangareddy District, Telangana (hereinafter referred as the "Scheduled property").

17. It is pertinent to note that upon the submission of the Complainant, this Authority has allowed the amendment to the reliefs sought by way of I.A. No. 74 of 2026 in the present complaint. Accordingly, the observations and directions contained herein are based on the amended reliefs as allowed by this Authority. This Authority shall now proceed to examine the merits of the matter at hand.

Point I

18. The project "EVK Avasa" has not been registered with this Authority. It has been observed that the Complainant has duly entered into an Agreement of Sale dated 06.11.2021

with the Respondent herein for the sale of the Scheduled property for a total sale consideration of Rs. 37,44,000/- (Rupees Thirty-Seven Lakh Forty-Four Thousand Only). The Complainant has made part payment towards such sale consideration for the Scheduled property amounting to Rs. 9,36,000/- (Rupees Nine Lakh Thirty-Six Thousand Only) and the same has been acknowledged by the Respondent in the Agreement of Sale dated 06.11.2021. It has also been observed that as per the Agreement of Sale 06.11.2021 the balance amount of Rs. 28,08,000/- (Rupees Twenty Eight Lakh Eight Thousand Only) shall be paid by the Complainant only after the Respondent obtains the RERA approval. The clause for the same has been extracted below:

> *"4. That the Second Party shall pay the balance amount of Rs. 28,08,000/- (Rupees Twenty Eight Lakh Eight Thousand Only) should be paid after receiving RERA approval by way of bank loan."*

19. It has been observed that the completion period for the construction of the Scheduled property as per the Agreement of Sale dated 06.11.2021 is estimated for 36 (Thirty-six) months from the date of approvals from the concerned authorities. It has also been agreed by the Respondent in the Agreement of Sale dated 06.11.2021 that the Respondent shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand Only) per month from the date beyond the said thirty-six months or from the date of such extended completion date. The clause extracted from the Agreement of Sale dated 06.11.2021 is as below:

> *"That the Completion period for the construction of Flat is estimated for Thirty Six months from the date of approvals form the concerned authorities. However, the completion period shall be extended for any Force Majeure reasons which are beyond the control of the developer. In case, if the construction of the Flat cannot be completed within the estimated time period or within such legitimate extended time period, the developer shall pay the rent to the premises owner at the rate of Rs. 10,000/- (Rupees Ten Thousand Only) per month from date of beyond Thirty Six months or from the date of beyond such extended completion date as the case may be up to handing over of the premises."*

20. It is pertinent to note that, from the records available before this Authority, there is no material placed on record by the Respondent to establish that the requisite approvals from the concerned competent authorities have been obtained, or that the project has been duly registered under Section 3 of the RE(R&D) Act, 2016.

21. The Complainant has specifically submitted that the project has not witnessed any substantial development or major construction activity despite the passage of considerable time and repeated follow-ups with the Respondent. While there is limited material independently evidencing the present status of development of the project, the said submission of the Complainant has not been rebutted by the Respondent. The Respondent, having been set ex parte, has neither placed on record any photographs, progress reports, approvals, or other documentary material demonstrating the commencement or progress of construction, nor furnished any material indicating that the Scheduled Property has been substantially developed or completed. Accordingly, the aforesaid submission of the Complainant remains unrebutted on record and is considered in the context of the Respondent's failure to place any material before this Authority evidencing progress of the project.

22. In the absence of any material placed on record by the Respondent to establish compliance with the requisite statutory and contractual obligations, and having regard to the unrebutted submissions of the Complainant, this Authority is of the considered view that the Respondent has failed to demonstrate due performance of its obligations under the Agreement of Sale dated 06.11.2021. The failure to establish the status of the requisite approvals, and failure to provide possession within the agreed terms, indicates non-performance of the contractual obligations undertaken by the Respondent.

23. It is also observed from the Agreement of Sale dated 06.11.2021 and the material available on record that the total sale consideration agreed between the parties was Rs. 37,44,000/- (Rupees Thirty-Seven Lakh Forty-Four Thousand Only), out of which the Complainant had paid a sum of Rs. 1,00,000/- (Rupees One Lakh Only) on 21.02.2021 and a further sum of Rs. 8,36,000/- (Rupees Eight Lakh Thirty-Six Thousand Only) on 02.11.2021, aggregating to Rs. 9,36,000/- (Rupees Nine Lakh Thirty-Six Thousand Only). As per the Agreement of Sale dated 06.11.2021, the balance sale consideration of Rs. 28,08,000/- (Rupees Twenty-Eight Lakh Eight Thousand Only) was agreed to be paid only upon obtaining the requisite RERA approval, through a bank loan. The respective Clause No. 4 from the Agreement of Sale dated 06.11.2021 is extracted below:

> *"That the Second Party shall pay the balance amount of Rs. 28,08,000/- (Rupees Twenty-Eight Lakh Eight Thousand Only) should be paid after receiving RERA approval by way of bank loan."*

Thus, the obligation of the Complainant to pay the balance consideration was itself contingent upon the Respondent obtaining the requisite approval from this Authority.

24. It is further pertinent to examine the commencement of the period stipulated for completion of the Scheduled Property under the Agreement of Sale dated 06.11.2021. As per the terms of the said Agreement, the construction period of 36 (Thirty-Six) months was expressly made conditional upon obtaining approvals from the concerned authorities. However, in the present case, the Respondent, has not placed any material on record to establish the date on which such approvals were applied for or obtained and has been set ex parte accordingly.

25. It is further observed that the completion period of 36 (Thirty-Six) months stipulated under the Agreement of Sale dated 06.11.2021 was itself made contingent upon the Respondent obtaining approvals from the concerned authorities a condition precedent which the Respondent, having been set ex parte, has failed to establish as having been fulfilled at any point in time. Such a conditional stipulation, the fulfilment of which lies entirely within the Respondent's own domain and is unaccompanied by any fixed or ascertainable outer date, cannot be permitted to operate so as to indefinitely postpone the Complainant's right to possession, nor can the Respondent be permitted to take advantage of its own failure to fulfil the said condition. An allottee who has parted with substantial consideration in good faith cannot be made to wait indefinitely for possession merely because the promoter has failed to satisfy a condition precedent that lay solely within its control. Reliance in this regard is placed on the judgment of the Hon'ble Supreme Court in *Fortune Infrastructure & Anr. v. Trevor D'Lima & Ors., (2018) 5 SCC 442*, wherein it was held that a person cannot be made to wait indefinitely for possession of a flat allotted to him, and that in the absence of any specified or ascertainable delivery period, a period of three years would constitute a reasonable time for completion of the contract

26. Applying the aforesaid principle to the facts of the present case, even if the benefit of the entire three-year (36-month) period is extended to the Respondent and reckoned from the date of the last payment made by the Complainant, i.e., 02.11.2021 being the latest ascertainable date on record in the absence of any material establishing the date on which the requisite approvals were sought or obtained the said period expired on 02.11.2024. The Respondent has neither placed on record proof of having obtained the requisite approvals nor demonstrated any progress in construction even as on the date of this order. The conditionality attached to the completion period cannot, therefore, be permitted to be invoked by the

Respondent to defeat or indefinitely defer the Complainant's statutory entitlement under Section 18 of the RE(R&D) Act, 2016. The Respondent, having failed to hand over possession or demonstrate any progress within a reasonable period as aforesaid, is liable to refund the entire amount of Rs. 9,36,000/- (Rupees Nine Lakh Thirty-Six Thousand Only) along with interest, as detailed hereunder.

27. In this context, reference must be made to Section 18 of the Real Estate (Regulation and Development) Act, 2016, which reads as under:

> *"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.*
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

28. As has been established, the Respondent has failed to fulfil its contractual obligations in favour of the Complainant. Section 18(1) of the RE(R&D) Act, 2016 provides that if a promoter fails to complete or is unable to give possession of an apartment or commercial space as per the terms of the agreement, the allottee has an unqualified right to seek a refund of the paid amount along with interest.

29. The provision for refund with interest applies when the promoter fails to complete the project and the allottee wishes to withdraw from the same. The allottee is entitled to interest to safeguard their interests where the promoter fails to discharge its contractual obligations and is unable to hand over possession of the subject property within the stipulated period.

30. Attention is drawn to the decision of the Hon'ble Supreme Court of India in Civil Appeal Nos. 3581-359 of 2022, ***Civil Appeal Diary No. 9796/2019, M/s Imperia Structures Limited vs. Anil Patni & Others***, wherein it was held:

> *"In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment by the date specified in the agreement, the promoter*

would be liable, on demand, to return the amount received in respect of that apartment if the allottee wishes to withdraw from the project. Such a right of the allottee is 'without prejudice to any other remedy available to him'. This right is unqualified, and if availed, the deposited money must be refunded with interest as prescribed. The proviso to Section 18(1) contemplates that if the allottee does not intend to withdraw from the project, they are entitled to interest for every month of delay until possession is handed over. The allottee may proceed under Section 18(1) or the proviso thereto."

31. This Authority is of the considered view that the Complainant, having invested a substantial sum towards the acquisition of the Scheduled Property, has been deprived of the benefit of the transaction on account of the Respondent's failure to demonstrate substantial progress in the development of the project and to complete the construction and hand over possession within the stipulated period. Consequently, the Complainant is entitled to the relief sought, which includes a full refund of the amount paid along with applicable interest. It is pertinent to note that the Complainant has specifically asked in the relief for a refund of an amount of Rs. 9,60,000/- (Rupees Nine Lakh Sixty Thousand Only). However, as per the payment receipts as well as the Agreement of Sale dated 06.11.2021 only a sum of Rs. 9,36,000/- (Rupees Nine Lakh Thirty Six Thousand Only) has been paid by the Complainant towards the Scheduled property. Therefore, in the absence of any additional records proving that the Complainant has paid a sum of Rs. 9,60,000/- (Rupees Nine Lakh Sixty Thousand Only) as part sale consideration, the Complainant shall only be entitled for a refund of a sum of Rs. 9,36,000/- (Rupees Nine Lakh Thirty-Six Thousand Only) along with applicable interest.

32. The Respondent is hereby directed to refund the entire amount paid by the Complainant i.e. Rs. 9,36,000/- (Rupees Nine Lakh Thirty Sixty Thousand Only), along with interest i.e. current highest marginal cost of funds-based lending (MCLR) State Bank of India (8.70%) plus 2% i.e. 10.70% per annum. The interest shall be calculated on the respective amounts actually paid by the Complainant from the respective dates of such payments until the date of actual realization of the refund. The aforesaid amount shall be refunded within 30 days from the date of this order.

Point II

33. This Authority notes that the project "EVK Avasa" is not registered under TG RERA and a Show Cause Notice was issued on 07.01.2026 to Respondent M/s. EVK Projects for having advertised, marketed, booked, and sold plots in the project "EVK Avasa" without prior

registration of the project with this Authority, in violation of Sections 3 and 4 of the RE(R&D) Act, 2016. Despite due service, Respondent has failed to appear or submit any reply.

34. Section 3 of the RE(R&D) Act, 2016 prohibits a promoter from advertising, marketing, booking, selling or offering for sale any plot, apartment or building in a real estate project without obtaining prior registration with the Authority, subject to the exemptions provided under the said provision. In order to determine the applicability of Section 3 of the RE(R&D) Act, 2016 and the consequential liability under Section 59 of the RE(R&D) Act, 2016, it is necessary to have sufficient material on record regarding the particulars of the project, including the extent of land proposed to be developed, the number of apartments proposed to be developed and other relevant project particulars. Further, Section 59 of the RE(R&D) Act, 2016 contemplates imposition of penalty with reference to the estimated cost of the real estate project as determined by the Authority.

35. Based on the records available and the averments made by the Complainant, it is evident that the Respondent executed the Agreement of Sale dated 06.11.2021 establishes that the Respondent had undertaken booking and sale of the Scheduled property in the project "EVK Avasa" prior to obtaining registration from this Authority. Under Section 3 of the Real Estate (Regulation and Development) Act, 2016, no promoter shall advertise, market, book, sell, offer for sale or invite persons to purchase any apartment, plot or building in a real estate project without first obtaining registration of such project with the Real Estate Regulatory Authority. The prohibition contained in Section 3 of the RE(R&D) Act, 2016 is mandatory in nature and forms the very foundation of the regulatory framework established under the RE(R&D) Act, 2016, ensuring that prospective purchasers deal only with projects that have been subjected to statutory scrutiny and are registered with the Authority.

36. In the present case, apart from the Agreement of Sale dated 06.11.2021 executed in favour of the Complainant, no brochure, sanction plan, layout plan, details of the total number of units, or any other material relating to the overall project has been placed on record. The material available before this Authority is therefore insufficient to ascertain the complete particulars of the project and, consequently, to determine whether the project falls within any of the exemptions contemplated under Section 3(2) of the RE(R&D) Act, 2016 or whether the Respondent has committed a contravention necessitating action under Section 59 of the RE(R&D) Act, 2016.

37. In the absence of such material, this Authority is unable, on the basis of the present record, to arrive at a conclusive finding regarding the applicability of Section 3 of the RE(R&D) Act, 2016 or to determine the estimated cost of the project for the purpose of imposing penalty under Section 59 of the RE(R&D) Act, 2016. Accordingly, the question of imposition of penalty under Section 59 of the RE(R&D) Act, 2016 is left open for consideration upon completion of the investigation and receipt of the requisite material and findings in accordance with law.

38. However, the non-registration of the project and the circumstances relating to its alleged advertisement, marketing, booking and sale require further examination. Accordingly, in exercise of the powers conferred under Section 35 of the RE(R&D) Act, 2016, the Secretary, TG RERA, is directed to conduct an investigation into the matter and call for such documents, records, and information in respect of the Respondent as may be necessary.

39. In view thereof, the Secretary, TG RERA, is hereby directed to initiate steps for investigation under Section 35 of the Real Estate (Regulation and Development) Act, 2016 call for the necessary records and information against the Respondent over the concerned project.

Point III

40. It is pertinent to note that the reliefs sought by the Complainants include compensation towards rent on account of the delay in completion of the project beyond the stipulated period of 36 months, at the rate of Rs. 10,000/- (Rupees Ten Thousand Only) per month from 04.11.2024 until the actual realization of the amount, as well as compensation for the alleged financial loss suffered on account of such delay. The Complainant further sought compensation or imposition of penalty, as may be deemed fit by this Authority, for the alleged breach of trust, hardships, pain and agony suffered, psychological distress, and the time and efforts expended over the years, including the time and efforts put in by the Complainant and before the Authority in pursuing the matter.

41. The aforesaid reliefs are, in substance, compensatory in nature, as they require determination, and quantification of the alleged financial loss, rental expenditure, mental agony, and other consequential losses claimed to have been suffered by the Complainants. Such claims fall beyond the adjudicatory scope and jurisdiction of this Authority and, therefore, cannot be examined in the present proceedings.

42. Accordingly, the Complainant is hereby informed that this Authority is not the appropriate forum for adjudication of the aforesaid claims for compensation, including compensation towards rent, financial loss, breach of trust, hardship, pain and agony, psychological distress, and other consequential losses. Such claims are required to be pursued separately by filing an appropriate application before the Adjudicating Officer of TG RERA in Form 'N', in accordance with Rule 35(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017.

F. Directions of the Authority

43. In light of the discussions and findings made hereinabove, this Authority, vide its powers under Sections 37 and 38, issues the following directions to the Respondent:

i) The Respondent is directed to refund the entire amount of Rs. Rs. 9,36,000/- (Rupees Nine Lakh Thirty-Six Thousand Only) along with interest at the rate of 10.70% per annum (being SBI MCLR + 2%) as per Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, computed on the respective amounts actually paid by the Complainant from the respective dates of such payments until the date of actual refund by the Respondent. The said refund together with interest shall be made within thirty (30) days from the date of this order.

ii) The Secretary, TG RERA, is hereby directed to initiate an investigation under Section 35 of the RE(R&D) Act, 2016 in respect of the project titled "EVK- AVASA" promoted by the Respondent, M/s. EVK Projects Pvt. Ltd.

iii) Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the learned Adjudicating Officer under "Form N".

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

45. As a result, the Complaint is disposed of accordingly. 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