BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 12th November 2025

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

Complaint No. 211 of 2025

1. **Hara Prasad Sabat**
2. **Siba Prasad Sabat**

R/o: Plot No. 20, Axis Papa Homes,
Near Laxmi Nivas, Ameenpur, Sangareddy District, Telangana - 502033

…Complainants

Versus

M/s SSL Infra Developers
Rep. by Sri Sivapuram Surendra Kumar,
R/o: H.No. 8-3-1007/A, Flat No. 201 & 301,
ZNR United Splendour, Srinagar Colony,
Hyderabad, Telangana - 500073

…Respondent

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The present matter filed by the Complainants mentioned herein above came up for final hearing on 29.08.2025 before this Authority in the presence of the Complainants in person, and none appeared on behalf of the Respondent and upon hearing the submissions, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the “RE(R&D) Act”) read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the “Rules”) seeking appropriate relief(s) against the Respondents.

3. Given the similarity in the subject matter and the nature of reliefs sought in both cases, they have been consolidated for the sake of convenience and to avoid unnecessary repetition.

A. Brief facts of the case:

4. The Complainants submit that they had jointly booked two open plots in the project “Peacock Estate” being developed by the Respondent. The booking was made during the pre-launch of Phase II of the said project in August 2023, which is situated in Survey Nos. 224 (Part), 225 (Part) and 228 (Part) of Thummala Pally Village, Marpally Mandal, Vikarabad District, Telangana. The specific plots booked were Plot Nos. 198 and 205. It is further submitted that pursuant to the DTCP TLP approval obtained by the Respondent in February 2024, the said plots were renumbered as Plot Nos. 198 and 205, corresponding to earlier Plot Nos. 270 and 265 respectively.

5. The project “Peacock Estate” already has its Phase I registered with this Authority under RERA Registration No. P02100005992, whereas Phase II, under which the Complainants’ plots fall, was pre-launched during August 2023. The Complainants jointly booked the said plots during this pre-launch stage.

6. The Complainants entered into Agreements of Sale dated 06.09.2023 with the Respondent after paying 50% of the total sale consideration for each of the plots. The particulars of the plots and corresponding complaints are as follows:

- Complaint No. 211 of 2025 pertains to Plot No. 198 (previously Plot No. 270 before approval of the revised layout).
- Complaint No. 212 of 2025 pertains to Plot No. 205 (previously Plot No. 265 before approval of the revised layout).

7. The Complainants had waited for nearly ten months, from 06.09.2023 until 13.06.2024, expecting the Respondent to obtain the requisite RERA approval for Phase II and proceed with registration. However, even as on 13.06.2024, no such approval had been secured and the Respondent was not in a position to register the subject plots. Left with no other alternative, and also facing financial necessity, the Complainants were compelled to cancel the booking by submitting a written cancellation letter on 13.06.2024 at the office of the Respondent.

8. The Complainants further submit that even after cancellation, the Respondent failed to refund the amounts paid. Despite repeated personal visits and follow-ups, no steps were taken to clear the refund in full. After prolonged delay, the Respondent refunded only a sum of Rs.1,00,000/- prior to 26.12.2024. Since the balance remained unpaid, the Complainants were constrained to issue a notice on 26.12.2024 by Registered Post to the office of the Respondent demanding refund.

9. It is submitted that subsequent to the issuance of the said notice, the Respondent refunded an additional sum of Rs.3,00,000/-. Thus, as on 10.03.2025, the Complainants have received only a total of Rs.4,00,000/- from the Respondent, whereas a substantial balance of Rs.5,05,600/- remains unpaid.

10. The Complainants submit that on 05.02.2025, they managed to personally meet the Respondent at his office and obtained from him a written commitment specifying dates and instalments by which the outstanding amount of Rs.5,05,600/- would be cleared. As per the said written undertaking, the Respondent undertook to refund the entire balance by 01.03.2025. However, the Respondent failed to adhere to his own commitment, and no further amount has been refunded thereafter.

11. The Complainants further state that they have been constrained to make frequent visits to the office of the Respondent for follow-ups, often waiting for long hours, and also making repeated phone calls, all of which have gone unanswered or evaded. The Respondent has consistently failed to honour his assurances and has been deliberately avoiding repayment. This conduct has caused severe mental agony, anxiety, and distress to the Complainants and their family members.

12. The Complainants further submit that they had availed a personal loan from the bank for making payment of the sale consideration and continue to bear the burden of interest thereon. The failure of the Respondent to refund the sale consideration in a timely manner has therefore subjected them to additional financial hardship and strain.

B. Relief(s) Sought:

13. Accordingly, the Complainant sought the following reliefs:

i. *Instruct the Respondent to clear the refund due amount of Rs.5,05,600/- (Rupees Five Lakh Five Thousand Six Hundred only) within the early defined time period in the form of Demand Draft or any other as such as this Authority finds it fit and appropriate in the interest of natural justice and humanity towards better public service.*

ii. *Review and instruct the Respondent under this complaint, including such amounts as exemplary costs for delaying the refund and for giving false commitments, which have caused mental anxiety and additional financial stress to the Complainants, including but not limited to all such other criteria's and/or orders as this Authority may find it fit.*

iii. *Instruct the Respondent as this Authority may deem fit, since the Respondent had started selling of open plots under the pretext of a "pre-launch" offer before obtaining the RERA and DTCP approvals.*

C. Counter filed by the Respondent:

14. It is submitted by the Respondent that except those averments which are specifically admitted, the rest of the allegations made in the complaint are false, fabricated, and tailored to suit the convenience of the Complainants, and hence denied in toto. The Respondent contends that the present complaint is devoid of merit and is liable to be dismissed as there is no violation of any of the provisions of the RE(R&D) Act.

15. It is submitted that the project in question has valid RERA approval vide Project Registration No. P02100005992 dated 01.04.2023. The Respondent submits that the cancellation of the subject plots was entirely voluntary and at the behest of the Complainants. It is further contended that the change of plots from Phase I to Phase II was also at the request of the Complainants themselves.

16. The Respondent denies the authenticity of the Agreement of Sale relied upon by the Complainants, stating that the said document is fabricated and does not bear the original signature of the Respondent. It is submitted that the genuine Agreement of Sale pertains to Phase I of "Peacock Avenue" and that the project was duly registered under RERA prior to execution of the said agreement.

17. It is further submitted by the Respondent that the allegations of "pre-launch" sales are unfounded. The layout had already received DTCP approval vide TLP No. 9/2023/H dated 10.01.2023, much before applying for registration with RERA. The Respondent contends that Phase II of the project has also since been registered with RERA and duly approved by DTCP, and therefore there has been no violation of law or statutory provisions.

18. The Respondent further submits that the Complainants have filed the present complaint only with the intent to evade cancellation charges that are otherwise permissible under law and under RERA. It is stated that the cancellation charges were duly conveyed to the Complainants, who refused to accept the same and instead approached this Authority with false allegations of non-refund.

19. The Respondent contends that if the Complainants are willing to forego the cancellation charges, the balance amount can be settled.

D. Rejoinder filed by the Complainants:

20. The Complainants submit that the averments made by the Respondent in its counter are false, misleading and intended to harass. The Respondent has deliberately disregarded his own documents, shifted blame, and attempted to cause undue delay through evasive tactics. Save and except what is specifically admitted, all other allegations are denied in toto.

21. It is submitted that the booking made by the Complainants on 14.08.2023 pertains exclusively to Phase II of "Peacock Estate," which is evidenced by sale receipts and executed Agreements of Sale clearly specifying the Phase number, project name, plot details and date. Upon payment of 50% of the total sale consideration, the Respondent executed the agreement documents. In support, the Complainants rely upon bank transaction records along with receipts bearing transaction dates, IDs and recipient details. Accordingly, the allegation that the booking relates to Phase I is false and denied.

22. The Complainants further submit that Phase I of "Peacock Estate" was registered under RERA No. P02100005992 dated 01.04.2023 in respect of Survey Nos. 227/P, 229/P and 230/P located at Marpalle, Vikarabad. In contrast, Phase II relates to Survey Nos. 224 (Part), 225 (Part) and 228 (Part). As on the booking date of 14.08.2023, Phase II did not have valid DTCP or RERA approval. Despite this, the Respondent accepted 50% of the sale consideration per plot based only on an internal draft layout and assigned plot numbers. This constitutes a violation of RERA provisions.

23. The Respondent subsequently obtained DTCP Draft Layout Approval for Phase II vide Draft TLP No. 26/2024/H dated 14.02.2024, nearly six months after the Complainants' booking. Pursuant to such approval, the original plot numbers 265 and 270 were renumbered as Plot Nos. 205 and 198 respectively. This sequence of events was already detailed in the complaint and is supported by receipts and agreements.

24. The Complainants submit that at the time of booking the plots were shown as measuring 147 sq. yds. Following DTCP Draft Layout approval, the plot size was revised to 183 sq. yds., whereupon the Respondent's marketing officer demanded additional payment. Accordingly, the Complainants paid Rs.2,00,000/- on 29.03.2024, and receipts Nos. 2604 and 2605 dated 02.04.2024 for Rs.1,00,000/- each were issued against the renumbered plots 198 and 205. However, despite accepting this additional consideration, the Respondent failed to issue a fresh Agreement of Sale. The earlier receipts and Agreements of Sale, which reflected payment of 50% of the total sale consideration, clearly mention the old plot numbers and corresponding measurements, while the newly issued receipts reflect the revised plot numbers and updated measurements. The Complainants assert that all six documents, agreements and receipts are genuine, duly signed by the Respondent or his designated officers, and therefore the allegation of fabrication is false.

25. It is further pointed out that Paragraph 2 of the Agreement of Sale itself records that possession and registration would be subject to DTCP final approval, thereby recognising that the allotment was made on the basis of an internal draft layout. The Respondent cannot now deny the same.

26. Denying the allegations made by the Respondent in Paragraph 6 of its Counter, the Complainants submit that the Agreement of Sale submitted by them is genuine and was issued by the Respondent himself, who must be held accountable for its contents. It is further submitted that the objection regarding the signature is frivolous, as the same signature appears consistently in the "Authorized Signatory" section of Receipt Nos. 1844, 1845, 1994, and 1994/1 documents previously issued by the Respondent. The Complainants further submit that the Agreement of Sale bears Licensed Stamp Vendor details, identifiers of purchase, conclusively pointing to the Respondent. The said document also bears transaction ID 230829155420777157 dated 29.08.2023, which prove its genuineness. The allegation of fabrication is therefore baseless.

27. The Complainants submit that on 04.11.2024, the Respondent's Office Administrator, in the presence of the Respondent and a designated Sales Representative, formally accepted all six original receipts and acknowledged refund liability of Rs.9,05,600/-. The acknowledgment bears the signature of the Respondent's Office Admin. Further, on 05.02.2025, the Respondent issued a written commitment letter with the official seal of SSL Infra Developers, undertaking to refund the balance dues. These documents bind the Respondent and establish his liability.

28. The allegation of the Respondent that the Agreement of Sale relates to Phase I is false. All documents, including receipts, Agreements of Sale and the refund commitment letter, consistently refer to "Peacock Estate – Phase II" with clear mention of survey numbers, plot numbers, plot sizes and dates.

29. The Complainants submit that the cancellation letter dated 13.06.2024, which was voluntarily given, clearly records the reasons as "long waiting without registration" and "financial need of medical emergency." This demonstrates the genuine hardship faced by the Complainants and prolonged delay attributable to the Respondent.

30. It is further submitted that although DTCP Draft TLP approval for Phase II was granted on 14.02.2024, RERA approval was still not obtained as of that date. Since RERA approval follows DTCP approval, hence, until 14.02.2024, no approval existed for the relevant Phase II. The Complainants therefore seek an inquiry by this Authority to ascertain the date of filing and approval of RERA registration for Phase II.

31. The Complainants deny the Respondent's allegations in Paragraphs 7 and 8 of their counter. It is submitted that the Respondent themselves issued a refund commitment letter dated 05.02.2025 but failed to honour the same. After filing the complaint on 10.03.2025, the Respondent transferred Rs.25,000/- per plot, totalling Rs.50,000/- on 11.03.2025. Subsequently, on 09.04.2025, two post-dated cheques of Rs.2,27,800/- each were issued in favour of the Complainants, but both cheques were dishonoured for "Funds Insufficient."

32. It is submitted that cheque No. 001556 was dishonoured on 29.04.2025. Cheque No. 001554 was dishonoured on 31.05.2025. Legal notices under Section 138 of the Negotiable Instruments Act were issued on 09.05.2025 and again on 21.06.2025 for both dishonoured cheques. Despite service of notices, no repayment has been made.

33. The Complainants submit that they had availed a personal loan of Rs.20,00,000/- from HDFC Bank to pay Rs.9,05,600/- to the Respondent towards the two plots. They continue to

pay monthly EMIs of Rs.42,839/- for more than two years, despite non-refund by the Respondent. The Respondent is still withholding the balance of Rs.4,55,600/-, which has caused severe financial hardship, mental distress and disruption of the Complainants' professional and personal lives.

34. The Complainants further submit that the Respondent's repeated allegations of fabrication of documents are contrary to his own records and amount to misuse of process. His consistent delay, false commitments and non-compliance demonstrate wilful default and harassment.

35. Accordingly, the Complainants pray that this Hon'ble Authority may be pleased to direct immediate refund of Rs.4,55,600/- with applicable statutory interest; initiate penal action against the Respondent for violations of RERA and DTCP regulations; award costs of these proceedings to the Complainant; and pass any other orders as this Hon'ble Authority may deem fit in the interest of justice.

E. Points to be determined:

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

I. Whether the Respondent violated Sections 3 and 4 of the RE(R&D) Act, 2016 by making a "pre-launch" offer and accepting booking amounts from the Complainant before registering Phase-II of the project "Peacock Estates" with the Authority?

II. Whether the Complainant is entitled to the relief(s) as prayed for? If yes, to what extent?

F. Observation of the Authority:

Point I

37. Upon careful consideration of the pleadings, documents and material placed on record, it is observed that the Complainants booked plots in "Peacock Estates – Phase II" in August 2023 and paid substantial sums towards sale consideration. The Agreements of Sale executed on 06.09.2023 as well as the receipts issued clearly pertain to Phase II of the project, situated in Survey Nos. 224 (Part), 225 (Part) and 228 (Part) of Thummalapally Village, Marpally Mandal, Vikarabad District. The Draft Technical Layout (TLP No.26/2024/H) for the said

Phase II was approved by the Directorate of Town and Country Planning only on 14.02.2024, i.e., much after the booking by the Complainants.

38. This Authority had issued a show cause notice to the Respondent for violation of Sections 3 and 4 of the RE(R&D) Act in respect of *Peacock Estates – Phase II*. In reply, the Respondent in its counter sought to assert that *"for the sake of bringing truth before this Hon'ble Tribunal, Phase II is also registered under RERA and DTCP layout is also approved"*. However, the Respondent has not placed any material to substantiate this claim, and in the absence of such proof, the contention cannot be accepted. Further, upon verification of the records available with this Authority, no information regarding the registration of Phase II of the project is found. Likewise, the Respondent has alleged that the Agreement of Sale produced by the Complainants is fabricated, but has not filed any evidence to substantiate such an allegation. On the contrary, the document produced clearly mentions Plot Nos. 265 and 270 (Phase II) in Survey Nos. 224 Part, 225 Part and 228 Part as the subject-matter of the sale.

39. The Respondent further pleaded that the Agreement in fact pertains to Phase I of "Peacock Avenue" and that registration under RERA had been secured much prior thereto, with DTCP permission vide TLP No.9/2023/H dated 10.01.2023. This contention is clearly untenable. The RERA registration relied upon by the Respondent, bearing No. P02100005992, pertains to Survey Nos. 227/P, 229/P and 230/P at Marpalle, Vikarabad, whereas the plots purchased by the Complainants are in Survey Nos. 224/P, 225/P and 228/P, forming part of a distinct phase of the project. Each phase of a project is required to be registered independently, and registration of Phase I cannot be pressed into service to justify bookings in Phase II. The Agreement of Sale and the receipts produced by the Complainants demonstrate that the subject plots were purchased in Phase II, which at the relevant time had neither DTCP approval nor RERA registration.

40. Significantly, Clause 2 of the Agreement of Sale records that *"the vendor will hand over the possession of the above said property at the time of registration, however the registration would be done upon final approval of layout from DTCP or concerned authorities… It is agreed by both the parties that the placement of the plots is subject to DTCP final layout approval and east facing plots shall be allotted accordingly and there will not be any change in the measurement and extent of the plot."* This clause itself demonstrates that as on the date of execution of the Agreement, DTCP final approval had not been obtained. It also shows that the Respondent collected fifty percent of the consideration while making allotments

subject to future approval, which is the very mischief that Section 3 of the Act seeks to prohibit. The attempt to describe the transaction as one pertaining to Phase I is thus contrary to the Agreement of Sale and the admitted survey numbers.

41. Section 3(1) of the RE(R&D) Act, 2016 provides 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."* Further, Section 3(2)(a) carves out a limited exemption from registration only in cases where the area of land proposed to be developed does not exceed 500 square metres or the number of apartments proposed to be developed does not exceed eight.

42. In the present case, a perusal of the Draft Layout approval, vide Lr.Roc.No.3323/156/2024, dated 14.02.2024 pertaining to Survey Numbers 224/P, 225/P & 228/P of Thummalapally Gram Panchayat, Marpally Mandal, Vikarabad District, shows that the Phase II of the Project extends to an area of Ac.19.55 cents (equivalent to 94622 sq. yds.) with 290 plots, which is far in excess of the statutory threshold prescribed in Section 3(2)(a). The project therefore does not fall within the category of exempted projects and squarely attracts the requirement of compulsory registration under Section 3 of the RE(R&D) Act. The act of the Respondent in collecting fifty percent of the sale consideration from the Complainants at the stage of "pre-launch" prior to obtaining registration constitutes a direct contravention of Section 3. Further, Section 4 of the RE(R&D) Act, obligates the promoter to make an application for registration accompanied by approvals. The record clearly shows that no such registration application for Phase II was made before the bookings.

43. Accordingly, the Authority holds that the Respondent has committed breaches of Sections 3 and 4 of the RE(R&D) Act by launching and marketing Phase II of *"Peacock Estates"* without registration and by collecting booking amounts from the Complainants. The pleas raised in the counter are unsupported by evidence and are contrary to the record. Therefore, the Secretary of TG RERA is directed to initiate steps against the Respondent under Section 59 of the RE(R&D) Act, for violation of Sections 3 and 4 of the RE(R&D) Act.

Point II

44. In order to adjudicate upon the entitlement of the Complainants to relief, it is first necessary to set out the details of payments made, receipts issued, subsequent renumbering of plots, and the chronology of refunds. The record establishes that the Complainants booked Plot Nos. 265 and 270 in "Peacock Estates – Phase II". At the time of booking, the Complainants remitted 50% of the sale consideration for each plot, duly acknowledged by the Respondent through the following receipts:

Sl.No.	Receipt No.	Date of Receipt	Amount	Date of Payment	Towards Plot
1	1844	14.08.2023	Rs.1,00,000/-	14.08.2023	Towards Plot No. 270 (later renumbered 198)
2	1845	14.08.2023	Rs.1,00,000/-	14.08.2023	Towards Plot No. 265 (later renumbered 205)
3	1994	01.09.2023	Rs.2,52,800/-	01.09.2023	Towards Plot No. 265 (later renumbered 205)
4	1994/1	01.09.2023	Rs.2,52,800/-	01.09.2023	Towards Plot No. 270 (later renumbered 198)

Thus, an aggregate of Rs. 7,05,600/- was paid by the Complainants for both the plots. Pursuant thereto, an Agreement of Sale dated 06.09.2023 was executed.

45. According to the contentions of the Complainant, following the grant of Draft Layout Approval vide TLP No. 26/2024/H dated 14.02.2024, the originally allotted plots 265 and 270 were renumbered as Plots 205 and 198 respectively, and their extent was revised from 147 sq. yds. to 183 sq. yds. To adjust the sale consideration in proportion to the increased extent, the Respondent demanded further payment, whereupon the Complainants paid an additional Rs.2,00,000/- on 29.03.2024, duly acknowledged as under:

Sl.No.	Receipt No.	Date of Receipt	Amount	Date of Payment	Towards Plot
1	2604	02.04.2024	Rs.1,00,000/-	29.03.2024	Towards Plot No. 198
2	2605	02.04.2024	Rs.1,00,000/-	29.03.2024	Towards Plot No. 205

Accordingly, as on 02.04.2024, the Complainants had paid a total of Rs. 9,05,600/- towards the two plots.

46. It is observed that, following DTCP Draft Layout approval on 14.02.2024 and renumbering of plots, the Complainants allegedly continued to pursue registration without success. Left with no option, they tendered a cancellation letter on 13.06.2024, recording "long waiting without registration" and "medical emergency" as the grounds for cancellation. The Respondent, however, failed to initiate refund of the amounts paid.

47. It is further observed that, on 04.11.2024, the Respondent executed a written acknowledgment confirming receipt of all six original receipts and accepting refund liability of Rs. 9,05,600/-. Even thereafter, refunds were made only in part and in piecemeal. As per the submissions of the Complainants, a sum of Rs. 1,00,000/- was refunded prior to 26.12.2024, and upon issuance of a legal notice dated 26.12.2024, a further Rs. 3,00,000/- was refunded, thereby bringing the total refund up to Rs. 4,00,000/-. A substantial sum of Rs. 5,05,600/- still remained unpaid. Thereafter, on 05.02.2025, the Respondent issued a written commitment letter, duly signed and sealed with the official stamp of SSL Infra Developers, undertaking to repay the balance of Rs. 5,05,600/- by 01.03.2025 in instalments. However, this commitment was not honoured. Thereafter, on 11.03.2025, the Respondent transferred Rs. 25,000/- per plot (Rs. 50,000/- in total) to the Complainants.

48. Thus, as on date, the Complainants have received only Rs. 4,50,000/- against a total payment of Rs. 9,05,600/-, leaving a balance of Rs. 4,55,600/- still due and payable.

49. It is further observed that the Respondent had issued two post-dated cheques, Cheque Nos. 001554 and 001556 dated 26.05.2025 and 26.04.2025 respectively, each for Rs. 2,27,800/, in favour of the Complainants. Both cheques were dishonoured stating "Funds Insufficient."

50. The plea of the Respondent that cancellation charges are deductible is wholly untenable. While such a stand has been taken in the counter, it is significant that at no stage did the Respondent actually impose or deduct any cancellation charges. Instead, by the acknowledgment of 04.11.2024, by making part refunds, by issuing a written commitment on 05.02.2025, and by issuing post-dated cheques (though dishonoured), the Respondent unequivocally accepted full liability of Rs. 9,05,600/-. The plea of cancellation charges is therefore an afterthought and cannot be sustained.

51. *Section 18(1) of the Act provides that:*

> *"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."*

52. In the present case, the booking itself was in violation of Sections 3 and 4 of the RE(R&D) Act, as Phase II was not registered with RERA at the relevant time. The Complainants, despite this, waited patiently for ten months after execution of the Agreement of Sale on 06.09.2023, hoping for registration, but were compelled to withdraw due to non-registration of the concerned plots on 13.06.2024. In such circumstances, the Respondent cannot seek to deduct cancellation charges or otherwise retain any part of the consideration for the fault of his own. The Complainants, having validly withdrawn from the project after prolonged delay, are entitled to refund of the entire amount paid. Out of the total sum of Rs.9,05,600/-, only Rs.4,50,000/- has been refunded in parts, leaving an outstanding balance of Rs.4,55,600/-, which the Respondent is liable to return together with statutory interest.

53. Therefore, this Authority holds that the Complainants are entitled to a refund of a sum of ₹4,55,600/- (Rupees Four Lakh Fifty-Five Thousand Six Hundred only), along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's highest Marginal Cost of Lending Rate (MCLR) plus 2% per annum. It is noted that the said plot was cancelled on 04.11.2024, and although the Respondent has made part payments thereafter, the entire amount is still to be

refunded in full. It is not justifiable on the part of the Respondent to have made the Complainants wait for nearly a year for refund after cancellation, particularly when they had already been made to wait for years merely for execution of registration, and further the project itself continues to remain unregistered till date under the provisions of the RE(R&D) Act and neither obtained final layout approval till date. Accordingly, the interest on the balance unpaid amount shall be computed from the date of cancellation of the plot, i.e., 04.11.2024, until the date of actual refund of the said amount by the Respondent.

G. Directions of the Authority:

54. In exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in furtherance of the findings and conclusions drawn hereinabove, the following directions are hereby issued:

i. The Authority, taking note of the Respondent's violations of Sections 3 and 4 of the Real Estate (Regulation & Development) Act, 2016, hereby directs the Secretary, Telangana RERA, to immediately initiate steps under Section 59 of the RE(R&D) Act, for imposition of appropriate penalty upon the Respondent, subject to the approval of the Authority, for the aforesaid violations.

ii. The Respondent is further directed to refund the outstanding balance of Rs. 4,55,600/- (Rupees Four Lakh Fifty-Five Thousand Six Hundred only), along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% plus 2%), in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from 04.11.2024 until the date of actual refund. The said refund together with interest shall be made within thirty (30) days from the date of receipt of this order.

55. Failing to comply with the above-said direction by Respondents shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

56. The complaint stands disposed of in the above terms. There shall be no order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Dr. N. Satyanarayana, IAS (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson,**
TG RERA	**TG RERA**	**TG RERA**