BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 150 of 2026
Dated: 17th November, 2026

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

Between:

Rama Mohan S
R/o. H. No. 17-11-113, Nandan Ratan Pride,
Road No.2, Bandlaguda, Patancheru,
Hyderabad, Telangana – 502319. …**Complainant**

Versus

1) M/s. SVM Aditya Homes
Rep. by its Managing Partner, N Sreenivasa Babu

2) M/s. SVM Aditya Homes
Rep. by its Managing Partner, Julakanti Madhusudhana Reddy
O/a. 1st Floor, IKON Towers, F87V+876,
Sai Pruthvi Enclave, Kondapur, Hyderabad, Telangana-500084 ..**Respondents**

The present matter filed by the Complainant mentioned herein above came up for hearing on 11.08.2026, before this Authority in the presence of the Complainant and counsel for the Respondent. Upon hearing the submissions of both parties, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (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 the Complainant:

3. The Complainant entered into MOU dated 18th May 2024 with the Respondent, M/s SVM Aditya Homes, for booking a unit in the "Tech Homes" project, and paid approximately 20% of the total sale consideration (Rs.28,52,252/-). At the time of booking, the Respondent assured that HMDA and RERA approvals would be obtained by October 2024. However, no such approvals were obtained within the promised timeline.

4. On repeated follow-ups, the Respondent continued to provide shifting assurances. In October 2024, approvals were promised by Ugadi 2025, and later, in June 2025, the CRM Head

stated that approvals would be obtained by the end of July 2025. Despite these repeated assurances, no approvals were obtained, nor was any documentary proof provided.

5. In August 2025, the Complainant was informed that the project layout had been altered (from 201 villas to 140 villas), that the villa number allotted would change, and that approvals were delayed due to technical issues with the HMDA portal. A revised Agreement of Sale was promised post-approvals. However, no approvals were obtained, no revised agreement was executed, and the project did not commence.

6. Further, in September 2025, the Respondent disclosed the existence of legal disputes concerning the project land, with resolution timelines extending up to 1–2 years. The project remained unregistered with RERA, without statutory approvals even after 1.5 years from booking, creating serious uncertainty and undermining the viability of the project.

7. On 05 January 2026, upon direct enquiry, the Respondent's representative admitted that no application for HMDA or RERA approvals had been submitted at any point in time, revealing that the Respondent had induced the Complainant into the transaction through false and misleading representations. The Complainant formally cancelled the booking on 27 September 2025, requesting a refund of the entire amount paid.

8. Despite cancellation, repeated refund requests through emails, personal visits, and follow-ups between October and December 2025 yielded no results. The Respondent neither issued any written response nor processed the refund. Instead, inconsistent explanations were given, including alleged disputes involving multiple claimants and lack of funds.

9. Even after issuance of a final written reminder on 19 December 2025, and expiry of the contractual refund period, the Respondent failed to refund the amount. Subsequently, a unilateral verbal extension of six months was communicated without any contractual or legal basis. Despite continued follow-ups till January 2026, the Respondent neither refunded the amount nor provided any written assurance, clearly demonstrating deficiency in service, unfair trade practices, and violation of statutory obligations under the RERA Act.

B. Relief(s) Sought:

10. In view of the above-mentioned facts and circumstances, the Complainant has humbly prayed for the following reliefs:

> i. Direct the Respondent/Promoter to refund the entire amount paid by the Complainant, along with applicable interest as prescribed under the Real Estate (Regulation and

Development) Act, 2016, in terms of Section 18(1)(a), calculated from the respective dates of payment till realization.

ii. Declare that the Respondent has failed to discharge its contractual and statutory obligations, inter alia, by: Making false and misleading representations regarding statutory approvals at the time of Agreement of Sale; Not submitting any application for HMDA or RERA approvals at any point of time; Failing to obtain statutory approvals and commence the project; Failing to refund the amount within the agreed contractual period.

iii. Declare that the unilateral verbal extension of refund timeline by the Respondent is illegal, arbitrary, non-binding, and contrary to the Agreement of Sale and provisions of the RERA Act.

iv. Direct the Respondent to comply strictly with the refund order within a timebound period, failing which appropriate action may be initiated under the provisions of the Act.

v. Pass such other or further orders as this Hon'ble Authority may deem fit and proper in the interest of justice and equity.

C. Points for consideration

11. After considering the facts stated and submissions made by both parties, the following questions arise before this Authority:

i. Whether the Complainant is entitled to relief sought? If so, to what extent?

D. Observations of the Authority

12. Before getting into the observations, this Authority takes due note of the recurring conduct of the Respondent herein, who has failed to file the counter despite being given multiple opportunities. Therefore, in view of the persistent non-filing of the counter by the Respondent and taking note of the fact that matters with similar concerns against the same project and same respondent have been previously adjudicated by this Authority, the following observations were made from the oral submissions of both parties and documents and pleadings placed on record by the Complainant.

13. It emerges from the record that the Complainant entered into a Memorandum of Understanding (MOU) dated 18.05.2024 with the Respondent for the purchase of an independent Semi Finished Villa No. 179 out of total 201 villas, admeasuring 150 square yards, construction of Villa with a plinth area of 1972 sq.ft (consisting of ground floor and first floor + Terrace floor) out of total extent of Ac.9-00 guntas in Sy. No. 323/EE, 324, 325/A1, 326/AA,

330/A, 330/A/1, 333/EE/1, 333/UU, 333/U, 338/UU, 339/E, 339/AA, 336, 322/U, 322/EE, 275/E/1/1, 275/E/1/2, 275/E/2/1, 275/E/2/2, 323/UU/1, 323/UU/2/1, 270 and 327, in "Tech Homes" layout, situated at Kistareddypeta village, Ameenpur Mandal, Sangareddy District, Telangana.

14. The total sale consideration was recorded as Rs. 1,42,97,000/- and as borne out by the MOU and the payment receipts placed on record, the complainant has paid Rs. 27,16,430/- and the same was acknowledged by the Respondent in the MOU. The MOU provides that the possession has to be handed over within 18 months from the date of HMDA Approvals, with a grace period of 6 months. The project "Tech Homes" is not registered before this Authority.

15. The principal grievance of the complainant is that, despite having paid the substantial sale consideration in terms of MOU, the Respondent has failed to obtain the requisite layout approval from HMDA and complete the project and handover the possession of the subject villa within the stipulated timeframe, thereby compelling the Complainant to seek refund of the amount paid, together with applicable interest.

16. The Authority takes note of the order passed in CC. No. 435 of 2025 on 22.04.2026, wherein this Authority has adjudicated a similar matter seeking refund against the same respondent and with respect to the same project i.e., "Tech Homes". This Authority has directed the Respondent to refund the amount paid by the Complainant therein and also imposed a penalty of Rs. 43,16,840/- on the respondent vide Penalty Order dated 06.08.2026 in CC 453 of 2025, for violation of Section 3 of the RE(R&D) Act, 2016 for non-registration of "Tech Homes" project. In view of the same, no further adjudication under the said provisions is warranted in the present Complaint. Accordingly, the proceedings pursuant to the show cause notice dated 15.04.2026 issued against the Respondent in respect of the alleged violation of Section 3 and 4 of the Act are hereby closed.

17. This Authority, after duly taking note of the fact that the Respondent has failed to deliver possession of the subject villa and could not fulfil its basic developmental obligations, as stated in the MOU dated 18.05.2024, despite receipt of substantial sale consideration, holds that the Complainant is entitled to receive the entire amount paid as per Section 18 of RE(R&D) Act, 2016 along with the applicable interest.

18. On par with the directions passed in CC. No. 435 of 2025 on 22.04.2026, this Authority proceeds to pass the similar order in the present case, as per the Section 18(1) of the RE(R&D) Act, 2016, the promoter is liable to return the amount received along with interest and

compensation if the promoter fails to complete or deliver possession of the allotted unit as per the agreement.

19. The Respondent is directed to repay the entire amount paid by the Complainant i.e., Rs. 27,16,430/- along with the interest at the prescribed rate, calculated from the date of the Memorandum of Understanding (MOU) dated 18.05.2024 entered into with the complainant, until the date of actual realization. This repayment must be completed within 60 days from the date of this order.

E. Directions of the Authority:

20. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions as per the powers vested under Section 37 of the RE(R&D) Act, 2016:

a. The Respondent is directed to refund the Rs. 27,16,430/- paid by the Complainant for Villa No. 176 in the project as mentioned above, along with the interest of 10.85% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017) from the date of the Memorandum of Understanding (MOU) entered into with the Complainant, until the date of actual realization.

b. The refund of the Rs. 27,16,430/- shall be paid by the Respondent to the complainant within a period of 60 days from the date of this Order.

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

21. Failure to comply with the above said directions by the Respondent shall attract the penalty in accordance with the Section 63 of the RE(R&D) Act, 2016.

22. 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 NarayanaJannu,
Hon'ble Member
TG RERA