BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 104 of 2026

Dated: 17th November, 2026

Quorum: **Sri. K.S. Sreenivasa Raju, I.A.S., (Retd.), Hon'ble Chairperson**
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between:

Dande Suneetha Kumari
Gali Lakshumaiah
R/o. Flat No. 305, Block 6, Diamond Estate,
CBCID Colony, Hyder Nagar, Hyderabad,
Telangana – 500085. …**Complainants**

Versus

M/s. RSR Greenway Infra Private Limited
Rep. by its Managing Director, Ramalingam Srikanth Reddy,
SD Ghouse and Vishnu,
O/a. Ornate Project Office, Pati, Kollur,
Patancheru, Sangareddy District, Telangana – 502324. ...**Respondent**

The present matter filed by the Complainant mentioned herein above came up for hearing on 09.10.2026, before this Authority in the presence of the Complainant and counsel for Respondent(virtual). 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 complainants, Smt. Dande Suneetha Kumari and Sri Gali Lakshumaiah, purchased Villa No.67 in the project known as "Rocketry", promoted by M/s. RSR Greenway Infra Private Limited. The project comprises 179 villas and is situated at Survey Nos. 212/1, 212/2, 212/3, 212/4, 212/5, 212/6, 212/9, 189/P and 201/Part, Pocharam Village, Patancheru Mandal, Sangareddy District, Telangana.

4. The Complainant submitted that the Villa No.67 is stated to be an east-facing villa constructed on a plot measuring 165 square yards, with a built-up area of approximately 2,340 square feet, comprising Ground Floor, First Floor and Terrace Floor. The agreed sale consideration was Rs.91,26,000/-, apart from amenities charges of Rs.6,00,000/-, registration charges of Rs.1,78,443/-, and GST of Rs.2,05,750/-.

5. The complainants state that they paid an aggregate amount of Rs.95,10,193/- towards the transaction as on 03.05.2023, through UPI, cheques, cash and NEFT transactions. According to the complainants, in March 2023 they initially paid Rs.40,00,000/- and, pursuant to instructions of Mr. Ramalingam Srikanth Reddy, availed a personal loan and paid a further amount of approximately Rs.55,00,000/-.

6. The complainants state that the payments were made on the assurance that the project would commence within approximately three months. An undivided share of land measuring 248 square yards was registered in the name of the complainants, with an assurance that HMDA approval would be obtained within three months.

7. The complainants state that even after more than two years, the project had not commenced and HMDA approval had not been obtained. They further state that the project was not registered with TG RERA. The complainants sought refund of the amounts paid. On 30.04.2025, they sent an email requesting refund. By email dated 01.05.2025, the promoter allegedly agreed to refund the amount within six months.

8. The complainants state that, despite the said assurance, the amount was not refunded. They further state that repeated attempts to contact the promoter and other representatives did not result in payment. The complainants allege that persons associated with the project, including Mr. Chandu and Mr. Vishnu, had been involved in representations and collection of payments but subsequently stopped responding.

9. The complaint therefore seeks refund of the amount paid, together with applicable interest and compensation, and interim directions concerning further sales in the project.

B. Relief(s) Sought:

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

i) Refund of Rs.95,10,193/- paid towards purchase of the villa, together with interest as per applicable RERA norms.

C. Counter filed by the Respondent

11. The Respondent submitted that the complaint is not maintainable and denied the allegations except those expressly admitted. It was stated that the Complainant is not an allottee under an agreement for sale, but a registered owner of an undivided share in the project land. The Respondent relied on the registered sale deed and stated that the Complainant's investment

is secured by title to immovable property and that she has neither lost her money nor been left without an asset.

12. The Respondent further submitted that the project is still at the land-pooling stage. It stated that the necessary application has been filed before HMDA, but the approvals required for development and registration under Section 4 of the Real Estate (Regulation and Development) Act, 2016 could not yet be obtained. According to the Respondent, no construction has commenced and no possession date was fixed under the arrangement.

13. The Respondent explained that the project land was secured through registered documents, namely the Sale Deed dated 17.04.2023 and the Development Agreement-cum-General Power of Attorney of the same date. It submitted that these documents formed part of one integrated transaction under which the landowners conveyed undivided shares to the investors and entrusted the Respondent with development of the land. The Respondent denied any misuse or diversion of the investors' funds and maintained that the amounts received were paid towards acquisition of the land.

14. With regard to the Complainant's request for refund, the Respondent stated that her email dated 30.04.2025 was replied to on 01.05.2025, expressing an intention to work towards a refund after six months. It contended that this email did not constitute a concluded or independently enforceable agreement and did not amount to a waiver of its rights or defences.

15. The Respondent also contended that the dispute is essentially civil in nature because the Complainant holds an undivided interest in immovable property. It submitted that the delay in obtaining approvals and completing the land-pooling process was administrative and beyond its control. Therefore, according to the Respondent, the issue of refund or reconveyance should be dealt with by the competent civil forum rather than treating non-registration under RERA as an independent ground for refund.

16. The Respondent denied the allegations regarding assurances of HMDA approval, commencement of construction, personal loans, and alleged commitments by its employees or executives. It maintained that the registered sale deed contains the terms of the transaction and that oral assurances cannot be used to vary those terms. It also pointed out alleged inconsistencies in the Complainant's pleadings regarding the amounts paid, the area purchased and the alleged amenities charges.

17. The Respondent further submitted that the Complainant cannot retain the undivided share in the land and simultaneously seek refund of the entire amount. It stated that any refund must be accompanied by reconveyance of the undivided share so that the Respondent does not receive the property back without corresponding repayment. It also emphasised that the same

project involves 22 other registered purchasers and that any reconveyance or refund concerning one share should not prejudice their rights.

18. The Respondent denied having abandoned the project or acted in bad faith. It stated that it has continued to pursue the land-pooling process and has appeared before the Authority, while maintaining that the delay was due to the administrative process. It also stated that a complaint concerning the same subject matter is pending before the Deputy Commissioner of Police, Economic Offences Wing, and that it is cooperating with that investigation.

19. As an alternative, the Respondent proposed that if any monetary relief is granted, the refund should be conditional upon the Complainant reconveying the undivided shares of 248 sq. yards and 95 sq. yards and handing over the original title documents. It suggested that only simple interest at the prescribed rate be considered, from a date fixed by the Authority, and that the amount be permitted to be paid in instalments. It also requested that no compensation be awarded and that the Respondent be given six months to complete land pooling and apply for registration, failing which the Complainant could revive her claim.

20. Finally, the Respondent prayed that the complaint be dismissed as not maintainable, with liberty to the Complainant to approach the competent forum. In the alternative, it sought that any refund be restricted to the principal amount of Rs. 95,10,193/-, including registration charges of Rs. 1,78,443/-, subject to reconveyance, simple interest and payment in instalments. It also sought rejection of the interim relief, denial of compensation and costs, and such other orders as the Authority may deem fit.

D. Rejoinder filed by the Complainant

21. The Complainants submitted that the Respondents' contention that the transaction was merely an investment in an undivided piece of land is incorrect. They relied on the MOU dated 07.04.2023, which, according to them, clearly records the purchase of Villa No. 67 in the "Rocketry Project", along with its proposed built-up area, boundaries, construction specifications, amenities and handover obligations. They therefore submitted that the MOU, registered documents and payment records must be read together as one composite transaction.

22. The Complainants further submitted that the MOU specifically contemplated registration of the villa and subsequent handover within 18 months from RERA approval, with a grace period of six months. They contended that the Respondents cannot now rely only on the registered land conveyance to describe the transaction as a simple land investment, when the contemporaneous MOU records the actual commercial purpose and obligations of the parties.

23. The Complainants stated that the registered Sale Deed dated 17.04.2023 was executed as part of the overall arrangement and recorded an undivided share of 248 sq. yards in their names. They submitted that the later registration of an additional 95 sq. yards does not alter the original understanding relating to Villa No. 67. According to them, the Respondents' own alternative offer to refund Rs.95,10,193/- subject to reconveyance itself shows that the Respondents recognise the financial claim arising from the transaction.

24. The Complainants denied that the project was merely a land-pooling transaction and submitted that the Respondents' failure to obtain the necessary approvals and commence construction amounts to prolonged non-performance. They contended that the absence of approvals and completion of land pooling cannot extinguish the contractual obligations and representations made to them while accepting substantial consideration for the proposed villa.

25. The Complainants denied the allegation that their investment was adequately secured merely because an undivided share of land was registered in their names. They submitted that the land registration was connected with the Rocketry villa transaction and the collateral arrangement under the MOU. They also denied that any subsequent document converted the original villa transaction into a mere land investment.

26. With regard to the Respondents' contention that the funds were duly paid to the landowners, the Complainants submitted that this does not answer their claim for refund. They stated that the payment trail, including the MOU, receipts, bank records and other contemporaneous documents, would establish the amounts actually paid and the nature of the transaction. They also denied that the Respondents could treat the registered sale deed as extinguishing the obligations under the MOU.

27. The Complainants submitted that their email seeking refund dated 30.04.2025 and the Respondents' reply dated 01.05.2025 form part of the relevant correspondence. They disputed the Respondents' attempt to treat the reply as legally meaningless and stated that the correspondence supports their case that the refund request was acknowledged.

28. The Complainants also submitted that the Authority has jurisdiction to examine the substance of the real-estate transaction and the alleged statutory violations. They contended that the Respondents' inability to obtain approvals or complete land pooling does not justify retaining their money indefinitely. They further submitted that the pending Economic Offences Wing investigation does not prevent the Authority from independently considering the relief sought in the present proceedings.

29. On the issue of refund and reconveyance, the Complainants stated that they are willing to execute appropriate reconveyance/cancellation of the undivided or collateral land interest,

but only simultaneously with actual payment of the principal, interest and other amounts ordered. They opposed the Respondents' proposal that the Complainants should first surrender the title and thereafter await payment, as they considered such an arrangement unsafe and inequitable.

30. The Complainants denied that granting refund would amount to unjust enrichment or prejudice the other purchasers. They submitted that any reconveyance can be confined to the specific undivided interest standing in their names and can be implemented simultaneously with payment, subject to the Authority's directions. They also opposed any unilateral extension of time or payment by instalments unless expressly agreed by them or adequately secured.

31. The Complainants finally prayed that the Respondents' objections to maintainability be rejected and that the Authority consider the MOU and the entire documentary record rather than treating the transaction as a mere land investment. They sought refund of Rs.95,10,193/- with applicable interest, appropriate directions regarding reconveyance/cancellation against simultaneous payment, interim protection against further marketing or sale, and other reliefs including costs and consequential directions within the Authority's jurisdiction

E. Points for consideration

32. 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?

ii. Whether the Respondent has violated any provisions of RE(R&D) Act, 2016?

D. Observations of the Authority

Point I:

33. Upon careful examination of the pleadings, documents and submissions placed on record by both parties, this Authority observes that the Complainants first entered into a Memorandum of Understanding (MOU) dated 07.04.2023, and paid Rs. 41,26,000/- towards purchase of Villa No. 67 with an extent of 2340 sqfts in 165 sq,yards, in Sy. No. 212/1, 212/2, 212/3, 212/4, 212/5, 212/6, 212/9, 189/P, 201/Part in the "Rocketry" layout, situated at Pocharam Village, Patancheru Mandal, Sangareddy District, Telangana. The Respondent duly acknowledged the receipt of Rs. 41,26,000/- in the MOU. Additional amount of Rs. 2,06,300/- was paid for GST charges and Rs. 6,00,000/- was agreed to be paid at the time of registration towards amenities charges. The possession was agreed to be handed over within 18 months

from the date of RERA Approval with a grace period of 6 months. The MOU contains a clause under which the Respondent assured to register the double land an extent of 330 sq.yards to the Complainants as collateral.

34. Though the sale consideration agreed between the parties in MOU dated 07.04.2023 was of Rs. 41,26,000/- and also Rs. 6,00,000/- for amenities, Rs. 2,06,300/- for GST charges. However, the Complainants submitted that they paid a total of Rs.95,10,193/- including amenities and GST to the Respondent and enclosed the payment receipts of the same, which were duly acknowledged by the Respondent towards purchase of Villa 67 of Rocketry project. The Respondent in its counter admitted that they received Rs.95,10,193/- from the Complainants.

35. The Complainants in the present case allege that the possession of Villa No. 67 has not been handed over by the Respondent, despite payment of total sale consideration and that the Respondent has failed to obtain necessary approvals and failed to commence the construction of the project. The Complainants therefore seek refund of Rs.95,10,193/-.

36. The Authority takes note of the fact that in pursuance of the MOU, a registered Sale Deed vide Doc. No. 1543/2023 dated 17.04.2023 was executed in favor of the Complainants herein jointly along with 14 others for a total of Rs. 97,40,500/-, conveying the Open Land in Survey No.212/4/AA, admeasuring Ac.0-04 Guntas, Survey No.212/4/A/2/1/1/1/1/1/1, admeasuring Ac.0- 10 Guntas, Survey No.212/5/A, admeasuring Ac.0-14 Guntas, Survey No.212/6/E2/1, admeasuring Ac.0-07 Guntas, thus total admeasuring 4235 Sq Yards., or 3540.46 Sq. Meters., or Ac.0-35 Guntas, Situated at Pocharam Village, Patancheru Mandal, Sangareddy District, Telangana and stated to have been delivered the vacant possession of the same. By virtue of the said sale deed dated 17.04.2023, the Complainants herein became the owners of 248 sq.yds of land along with an undivided share in Ac.0-35 guntas of sale deed property.

37. The Complainants themselves pleaded that the Sale Deed 17.04.2023 as part of the “overall arrangement” and they have not alleged that the said sale deed is void, nor have they sought cancellation of such sale deed. Therefore, the sale deed stands, and it is the operative document governing the rights of the parties in the land. It is pertinent to note that the clause No. 9 in MOU dated 07.04.2023 provides that once the sale deed is executed and the subject Villa is conveyed to Complainants through sale deed, the Respondent will enter into a development agreement and that the Complainants shall grant the developmental rights to the

Respondent for development of subject Villa. Therefore, it is clear that the Complainants have entered into an MOU by agreeing that the Respondent will undertake the development activity of the subject Villa after executing a registered sale deed. Now, subsequent to the execution of registered sale deed, a development agreement has to be entered into by the Respondent to develop the subject Villa, however, both parties have not placed any development agreement on record, therefore, this Authority is unaware whether such development agreement was in fact entered into, and the terms and conditions thereof.

38. The Complainants herein come under the definition of Allottee as per section 2(d) and the present complaint is maintainable, however, the relief sought by the complainant herein cannot be granted due to lack of jurisdiction before this Authority. Section 18(1) of the Act applies where the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale or by the date specified therein, or on discontinuance of business. It entitles an allottee who wishes to withdraw from the project to a refund of the amount received for the subject unit. Section 18 is primarily attracted where the promoter fails to deliver the subject unit under an agreement of sale, prior to conveyance. Once a registered sale deed has been executed conveying the property to the purchaser, the transaction attains finality. Any grievance thereafter must be addressed through remedies other than withdrawal from the project and refund under Section 18(1) of the Act.

39. In the present case, the Complainants hold title to the land under a registered conveyance, and as the Complainants seek, a refund of the amount paid by them cannot be granted without first setting aside or cancelling the registered Sale Deed, or declaring it ineffective, and then determining the rights flowing from the MOU and the development agreement. The Respondent submitted that any refund be conditional on reconveyance of the shares, while the Complainants offer reconveyance only against simultaneous payment. Therefore, considering the facts and circumstances of the present case, this Authority is of the view that the relief of refund cannot be granted without adjudicating the validity and effect of the registered conveyance as the Authority has no jurisdiction to entertain the same.

40. The cancellation of a registered instrument and the adjudication of the parties' rights in the land are matters to be adjudicated by the Competent Civil Court and this Authority is not empowered to determine the same.

41. The pendency of the complaint before the Economic Offences Wing does not affect the above reasoning, and this Authority expresses no opinion on its merits. Nothing in this order

prevents the Complainants from pursuing any civil or criminal remedy open to them. Accordingly, the relief of refund of Rs.95,10,193/- with interest is hereby rejected, with the liberty to the Complainants to approach the appropriate forum. Point I is answered accordingly.

Point II:

42. Though this Authority has held that the relief of refund cannot be granted in these proceedings, the conduct of the Respondent calls for scrutiny. It is an admitted position that the project "Rocketry" is not registered with this Authority, and that no application for registration under Section 4 of the Act has been made. This Authority takes note that the Respondent herein was penalised with Rs. 22,95,690/- for violation of Section 3 and 4 of the Act pertaining to non-registration of the same project "Rocketry", vide penalty order passed in CC. No. 97 of 2025 dated 29.12.2025. Therefore, the Show caused notice issued to the Respondent in the present case for violation of Section 3 of the Act, is here by closed based on the principle of Res judicata.

43. However, at the same time, the record discloses a clear and deliberate pattern, which this Authority cannot overlook. The Respondent first entered into an MOU promising a Villa within 18 months of obtaining RERA approval and collected entire sale consideration from the Complainants. The Respondent then converted the transaction into a conveyance of undivided land, coupled with a development arrangement under which it retains control of the project. It is borne out of the record that, the project was not commenced, the necessary approvals were not obtained, and no application for registration with this Authority was made, but the Respondent now contends before this Authority that the amounts paid were mere "investments" and not sale consideration.

44. This conduct of Respondent is nothing but a colourable device to place the transaction beyond the reach of the regulatory framework of the RE(R&D) Act, 2016 while continuing to collect amounts for an unregistered project. Such conduct defeats the very object of the Act, which is to ensure transparency, accountability and the protection of the interests of the homebuyers. The form of a land conveyance cannot be permitted to operate as a shield against the obligations which the Act imposes on a promoter.

45. This Authority, therefore, deems it necessary to issue stern warning to the Respondent that any further advertising, marketing, booking or sale of any plot, villa or other unit in "Rocketry" project or in any other project, without mandatory registration under Section 4 of

the Act shall be dealt with severely and should such conduct continue, this Authority shall declare the Respondent a defaulter.

46. In view of the foregoing, Point II is answered in the affirmative to the extent that the Respondent has contravened Sections 3(1) and 4 of the RE(R&D) Act, 2016. No separate penalty is imposed in these proceedings, in view of the matter already adjudicated by this Authority in CC 97 of 2025 and a penalty of Rs. 22,95,690/- was already imposed vide a penalty order dated 29.12.2025 in CC 97 of 2025 upon the Respondent herein.

E. Directions of the Authority:

47. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions as per the powers vested under Sections 37 and 38 of the RE(R&D) Act, 2016:

a. The relief of refund of Rs.95,10,193/- together with interest is rejected in view of a registered Sale Deed being executed between the Complainant and Respondent.

b. The Respondent is warned not to advertise, market, book, sell or offer for sale any plot, villa or other unit in "Rocketry", or in any other real estate project, without first registering the project under Section 4 of the Act. Upon any continuance of such violations, this Authority shall declare the Respondent a defaulter and take appropriate action in accordance with law.

48. The Complainants are at liberty to approach the appropriate forum for the reliefs claimed.

49. 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.

50. As a result, the Complaint is dismissed as non-maintainable. No order as to costs.

Sd/-	**Sd/-**	**Sd/-**
Sri. K. Srinivas Rao,	**Sri. Laxmi NarayanaJannu,**	**Sri K.S. Sreenivasa Raju, IAS (Retd.)**
Hon'ble Member	**Hon'ble Member**	**Hon'ble Chairperson**
TG RERA	**TG RERA**	**TG RERA**