BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 696 of 2025

Dated: 17th November 2026

Quorum: Sri Laxmi Narayana Jannu, Hon'ble Member

Sri K. Srinivasa Rao, Hon'ble Member

Between

Kolli Manisha

(Flat No.106, Som Sapphire Apartment,
Line No.3, Margadarsi Colony,
Kothapeta, Hyderabad- 500035)

……Complainant(s)

Versus

M/s. Googee Properties Pvt. Ltd

(R/o 2nd floor, JMR Jaginiplaza, Near Victoria
Memorial station, green hills colony,
Kothapet, Hyderabad-500035)

……Respondent

The present matter filed by the Complainants mentioned herein above came up for hearing before this Authority on 29.09.2026 in the presence of the Complainant, and the Respondent. Upon hearing the submissions of all the 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 & 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*

3. The Complainant states that the Respondent is the promoter and developer of the real estate project titled 'Googee Satellite Township', situated in Survey Nos. 130, 133, 139, 140, 141, 142, 143, 148, 283, 284, 285, 300, 305, 306, 316, 317, 318 and 320 of Nomula Village, Manchal Mandal, Ranga Reddy District, Telangana.

4. It is stated that the Respondent engaged in advertisements, marketing and sale of plots through brochures, marketing videos and verbal assurances. Relying upon such representations, the Complainant booked Plot No. 657 (PB No. 689), admeasuring 200 sq. yards, for a total sale consideration of ₹23,80,000/-, which the Complainant states was paid in full.

5. The Managing Director of M/s. Googee Properties Pvt. Ltd., Sri Shaik Akbar, executed an Agreement of Sale dated 12.10.2021 in favour of the Complainant acknowledging receipt of the entire sale consideration.

6. The Complainant states that despite more than four years having elapsed from the Agreement of Sale, the Respondent neither undertook development works at the project site nor registered the plot in favour of the Complainant despite repeated oral requests.

7. The Complainant subsequently states that the project was not registered with TGRERA and alleges violation of Sections 3 and 4 of the RERA Act, attracting liability under Sections 59 and 60. The Complainant also refers to Complaint No. 218/2024 and batch, disposed of on 14.08.2025, in which a penalty was imposed and refund was directed in relation to the same project.

B. Prayer(s) Sought

8. To direct the Respondent to refund ₹23,80,000/- paid towards Plot No. 657, admeasuring 200 sq. yards, in Googee Satellite Township, along with interest at 24% per annum from the date of payment till the date of actual refund

C. Points for Consideration

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

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

D. Observations of Authority

10. This Authority has heard both parties and perused the material on record. The Respondent is the promoter of the project "Googee Satellite Township" at Nomula Village, Ranga Reddy District. The Complainant booked Plot No. 657 (PB No. 689), admeasuring 200 sq. yards, and the Respondent, through its Managing Director Sri Shaik Akbar, executed an Agreement of Sale dated 12.10.2021 acknowledging receipt of the amount paid by the Complainant, being 23,80,000/-. The Respondent has not disputed receipt of this amount.

11. This Authority notes that the project is the same one considered in Complaint No. 218/2024 and batch, disposed of by a Common Order dated 14.08.2025. In that order, this Authority held that the Respondent had advertised, marketed and sold plots in the project without registering it under Section 3 of the Act and without applying for registration under Section 4. A penalty of ₹27,16,106/- was imposed on the Respondent under Sections 59 and 60 of the Act for non-registration of the project. The Respondent was also directed to refund the amounts paid by the complainants in that batch with interest, to apply for registration of the project, and not to advertise, market, book or sell any units until registration is granted.

12. Since the penalty for non-registration of this very project has already been imposed in the above Common Order, this Authority finds no reason to impose a separate penalty in the present complaint.

13. As regards refund, Section 18(1)(a) of the Act provides that if the promoter fails to complete or is unable to give possession of a plot in accordance with the terms of the agreement for sale, he shall be liable, on demand of the allottee who wishes to withdraw from the project, to return the amount received by him with interest at the prescribed rate. More than four years have passed since the Agreement of Sale.

14. The Respondent has not carried out any development, has not demarcated the plot, has not obtained the registration or approvals required under the RE(R&D) Act, and has not shown any timeline for completion. The Complainant, who now seeks refund, is therefore entitled to withdraw from the project and to receive back the amount paid with interest.

15. It is brought on record that the Respondent has refunded only ₹5,00,000/- out of the Rs. 23,80,000/- received. The balance principal of ₹18,80,000/- remains unpaid. The Respondent has not given any valid reason for non-payment of the balance. Interest is also payable on the entire amount for the period the Respondent retained it.

16. The Complainant has prayed for interest at 24% per annum. However, as per Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017 prescribes the rate of interest as the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent. The prevailing rate is 10.85% per annum (SBI MCLR of 8.85% + 2%).

17. Accordingly, the Complainant is entitled to refund of the balance principal and to interest.

E. Directions of Authority

18. In exercise of its powers under Section 37 of the Act, this Authority issues the following directions:

a) The Respondent shall refund the balance principal amount of ₹18,80,000/- to the Complainant.

b) The Respondent shall pay interest at 10.85% per annum (SBI MCLR + 2%) as per Rule 15 of the Rules, calculated:

   i. on ₹23,80,000/- from 12.10.2021 till date of part refund, [i.e., the date on which ₹5,00,000/- was refunded]; and

   ii. on the balance principal of ₹18,80,000/- from that date [i.e., the date on which ₹5,00,000/- was refunded] till the date of actual refund.

c) The above payments shall be made within 60 (sixty) days from the date of this Order.

19. Failure to comply with the above directions shall attract penalty under Section 63 of the Act, and the amount due may be recovered as arrears of land revenue.

20. The Complaint is accordingly disposed of. 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

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY