

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 348 of 2025**

**22<sup>nd</sup> April, 2026**

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

**Mr. Habeeb Nizamuddin**

*R/o Plot No. 64, Road No. 3, Vahini Nagar, Diamond  
Point Delhi Public School, Sikh Village, Tirumalgiri,  
Hyderabad, Telangana - 500009*

**... Complainant**

**Versus**

**M/s. Aliens Developer Pvt Ltd**

*Rep. by Mr. C. Hari and Mr. C. Venkat Prasanna  
i. Registered Office at Sy. Nos. 384 & 385,  
Aliens Space Station, Tellapur,  
Ramachandrapuram Mandal,  
Hyderabad, Telangana - 502032*

*ii. Flat No. 911 Teja Block,  
My Home Navadweepa Apartments, Madhapur,  
Hyderabad, Telangana - 500081*

**... Respondent**

The present matter filed by the Complainant herein came up for hearing before this Authority in the presence of the Complainant Habeeb Nizamuddin, and the learned counsel for Respondent Sri M. Ashwin Reddy, V. Sai Teja and Umesh Mantri and upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes the present Complaint **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 "RE (R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "TG RE (R&D) Rules") seeking appropriate relief(s) as against the Respondent in accordance with law.

**A. Brief facts of the case:**

3. The Complainant submits that the Respondent entered into Development Agreement-cum-General Power of Attorney vide Document Nos. 23198/2006 and 23230/2006, both dated 07.10.2006, and Document No. 13321/2007 dated 23.06.2007, duly registered in the office of the District Registrar, Medak District at Sangareddy, with the owners and possessors of land admeasuring Ac. 19.26 in Sy. Nos. 384, 385 and 426/A, situated at Tellapur Village, Ramchandrapuram Mandal, Medak District. The Respondent, having acquired development rights over the aforesaid land, obtained necessary permissions for construction of a residential complex over an extent of 82976.89 sq. yds. (69379.25 sq. mts.), in the project named “Space Station 1”.

4. The Complainant booked a flat in the aforesaid project on 17.06.2010 and entered into an Agreement of Sale dated 28.07.2010 for Flat No. 1572, Station-9, 17<sup>th</sup>Floor, in the project “Space Station1”, admeasuring 1412 sq. ft. (156.89 sq. yds.), together with 30.36 sq. yds. undivided share of land and one car parking with total sale consideration for the said flat was Rs. 42,49,143/-, out of which an earnest amount of Rs. 2,50,000/- was paid at the time of execution of the Agreement of Sale, and in total, a sum of Rs. 14,71,793/- (34.64% of the total consideration) was paid towards the entire sale transaction.

5. Accordingly, the delivery of possession by November 2011 with a grace period of nine (9) months, i.e., up to August 2012; however, the Respondent failed to adhere to the said timeline. Subsequently both parties agreed to terminate the Agreement of Sale, and a Deed of Cancellation was executed on 14.04.2024 in the office of the Respondent, though the Complainant received his copy only on or about 05.05.2024 after repeated requests.

6. That as per the Deed of Cancellation, the Respondent agreed to refund the entire amount paid by the Complainant along with an additional sum of Rs. 17,91,253/- towards delay compensation calculated at 9% per annum, aggregating to a total sum of Rs. 32,63,046/- payable in installments from April 2024 to July 2025. Despite the agreed schedule of installments, the Respondent has failed to pay any amount whatsoever and has kept the Complainant in uncertainty for over ten months, and further unilaterally attempted to revise the payment schedule from April 2025 to July 2026 vide email dated 19.03.2025, contrary to the terms of the Deed of Cancellation. The installments are as follows:

<b>Sl.No.</b>	<b>Payment of the Month</b>	<b>Installment Amount</b>
1	April 2024	4,90,598
2	May 2024	4,90,598
3	June 2024	4,90,597
4	October 2024	1,79,125
5	November 2024	1,79,125
6	December 2024	1,79,125
7	January 2025	1,79,125
8	February 2025	1,79,125
9	March 2025	1,79,125
10	April 2025	1,79,125
11	May 2025	1,79,125
12	June 2025	1,79,125
13	July 2025	1,79,125
	<b>Total</b>	<b>32,63,042</b>

7. The Complainant further submits that he has not received any refund whatsoever from the Respondent, despite the execution of the Deed of Cancellation, and has been kept in a state of uncertainty regarding the refund schedule for over 10 months. The Respondents have neither honoured the Agreement of Sale nor complied with the terms of the Deed of Cancellation, and all communications made through phone calls and official e-mails have remained unsatisfactory, consisting merely of unfulfilled assurances. Further, despite repeated follow-ups, the Respondent, in an arbitrary and unilateral manner, intimated via email dated 19.03.2025 that the payment schedule would be revised from April 2025 to July 2026, in clear contravention of the agreed terms, thereby causing continued prejudice and hardship to the Complainant.

8. That it is submitted that, as on the date of filing of the present Complaint, not a single rupee has been refunded to the Complainant, which demonstrates the lack of bona fide intention on the part of the Respondent to honour the Deed of Cancellation. The conduct of the Respondent has caused severe financial hardship and mental agony to the Complainant over a prolonged period of thirteen years and six months, reckoned from the promised date of possession, i.e., November 2011, as stipulated in the Agreement of Sale dated 28.07.2010.

9. By virtue of allotment of Flat No. 1752, Station 9, 17<sup>th</sup>Floor, in the project "Space Station-1", admeasuring 1412 sq. ft., he squarely falls within the definition of an "Allottee" under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, and is entitled to invoke Section 18 of the RE(R&D) Act. It is further submitted that cancellation of

allotment attains finality only upon complete refund of the agreed amounts, and in the absence of such refund, the cancellation remains incomplete.

***B. Relief(s) Sought:***

10. Accordingly, the Complainant sought for the following relief(s):

- i. To direct the Respondent to refund the entire amount paid by the Complainant, i.e., Rs. 14,71,793/- along with the agreed delay compensation of Rs. 17,91,253/- as stipulated in the Deed of Cancellation;*
- ii. To direct the Respondent to pay the total agreed sum of Rs. 32,63,046/- in accordance with the schedule prescribed under the Deed of Cancellation, culminating in July 2025 as the month of final installment.*
- iii. To direct the Respondent to pay compensation of Rs. 3,00,000/- towards the mental agony by the Complainant.*
- iv. To direct the Respondent to pay a sum of Rs. 1,00,000/- towards the costs of the case.*

***C. Counter filed by the Respondent:***

11. The Respondent submits that the present complaint is liable to be dismissed in limine for want of a prima facie case, as the Complainant has failed to identify any specific provision under the Real Estate (Regulation and Development) Act, 2016 alleged to have been violated. The pleadings are vague, general, and devoid of statutory foundation. In the absence of precise averments demonstrating breach of any provision of law, the complaint is legally untenable. It is a settled principle that jurisdiction under a special statute must be invoked strictly within its framework. Hence, the complaint is liable to be rejected at the threshold.

12. The Respondent submits that the complaint is not maintainable as the Complainant voluntarily cancelled the allotment of the subject flat, thereby ceasing to be an “allottee” within the meaning of Section 2(d) of the RE(R&D) Act. Upon such voluntary relinquishment, the Complainant lost locus standi to invoke the jurisdiction of this Authority. The Act is intended to protect subsisting allottees and not those who have consciously exited the project. Therefore, the present proceedings are barred for want of jurisdiction.

13. The cancellation of Flat No. 1752 on the 17th floor at Station 09 was effected solely at the request of the Complainant without any coercion, illegality, or deficiency on the part of the Respondent. The Respondent duly acted upon such request and formalized the

cancellation. Consequently, the relationship of allottee and promoter stood terminated. In such circumstances, no statutory claim survives under the Act, and the Authority lacks competence to adjudicate the present dispute. Further, the Respondent submitted that there exists no provision under the Act or the Rules entitling a complainant to seek refund where cancellation is initiated voluntarily by the allottee. The statutory scheme contemplates refund only in cases involving default or violation by the promoter. In the present case, no such breach is either pleaded or established. Therefore, the claim for refund under the Act is misconceived and unsustainable in law.

14. The Respondent submits that the dispute, in substance, pertains to enforcement of a Deed of Cancellation, which is purely contractual in nature and governed by general civil law. The jurisdiction of this Authority is limited to statutory violations under the Act and does not extend to adjudication of contractual disputes. The reliefs sought by the Complainant fall squarely within the domain of civil courts. Hence, the complaint is liable to be rejected on the ground of lack of subject-matter jurisdiction.

15. The Respondent submits that the Authority does not possess the power to grant reliefs such as specific performance or enforcement of private agreements. The Deed of Cancellation, having been mutually executed, governs the rights and obligations of the parties. Any alleged breach thereof must be agitated before a competent civil forum. The present attempt to invoke the jurisdiction of this Authority is a misuse of process and contrary to the statutory scheme.

16. The Respondent submits that only persons having a subsisting and legally enforceable interest in a real estate project can invoke the jurisdiction of this Authority. The Complainant, having voluntarily relinquished all rights through execution of the Cancellation Deed, has no surviving interest in the project. Consequently, the complaint suffers from lack of locus standi. It is a settled principle that a person without enforceable rights cannot maintain a proceeding. The provisions relating to refund under Sections 7, 11, 12, 14, 18, and 19 of the RE(R&D) Act are inapplicable to the present case. None of the contingencies contemplated therein, such as revocation of registration, false advertisement, deviation from sanctioned plans, or failure to deliver possession, are attracted. The Complainant has not alleged any statutory violation. Therefore, invocation of these provisions is wholly misplaced.

17. The complaint is further vitiated by suppression of material facts and misrepresentation. The Complainant has failed to disclose the voluntary nature of cancellation and the binding

terms of the Deed executed between the parties. Such suppression disentitles the Complainant from any equitable relief. The complaint, being founded on incomplete and misleading facts, is liable to be dismissed.

18. Accordingly, the judicial precedents have consistently held that disputes arising purely out of contractual arrangements, absent any statutory violation, fall outside the purview of this Authority. The principle laid down in similar matters clearly establishes that RERA cannot be converted into a forum for enforcement of private contracts. Accordingly, the present complaint is misconceived and not maintainable.

19. The jurisdiction of this Authority is circumscribed by the provisions of the Act and cannot be expanded in the absence of an express statutory mandate. Entertaining the present complaint would amount to exceeding jurisdiction and rendering the proceedings void. The Authority is bound to confine itself to matters expressly covered under the statute. Hence, the complaint deserves outright rejection.

20. Further, the Complainant holds no right, title, or interest in the subject project, having accepted the terms of cancellation. The Deed of Cancellation clearly stipulates the refund mechanism and extinguishes all claims arising out of the allotment. The Complainant cannot approbate and reprobate by accepting cancellation and simultaneously seeking additional reliefs. Such conduct is legally impermissible. Further, the Respondent stated that without prejudice, it has acted bona fide and has undertaken to refund the amounts in accordance with the mutually agreed revised payment schedule. The total payable amount has been enhanced to include interest, and instalments are being duly complied with. The Respondent has already commenced payments and remains committed to honouring its obligations. There is no default or deficiency on its part.

21. The Complainant has been duly informed of the revised payment schedule through written communications, including emails, to which no response has been received. The Respondent has acted transparently and in good faith throughout. The allegations of arbitrariness or delay are baseless and contrary to record. The conduct of the Respondent demonstrates adherence to the agreed terms.

22. The Respondent further submits that the present complaint is devoid of merit, lacks cause of action, and is an abuse of the process of law. The Complainant, having voluntarily exited the project and accepted contractual terms, cannot invoke the jurisdiction of this

Authority for extraneous reliefs. The appropriate remedy, if any, lies before a civil court. Accordingly, the complaint is liable to be dismissed in limine with costs.

***D. Rejoinder filed by the Complainant:***

23. The Complainant submits that the averments, allegations, and speculative objections raised by the Respondent in the Counter filed in the present case are emphatically denied as false, frivolous, and untenable in law; and that the Counter is nothing but a mechanical denial of the specific averments made in the Complaint, bereft of application of mind and amounting to suppression of material facts.

24. Accordingly, the Complainant contended that the Respondent had suppressed the fact that in the year 2025 alone, two adverse orders from this Hon'ble Authority had been passed against them, wherein they had raised similar, almost identical objections, which were soundly set aside. The Complainant relied upon the proceedings in *Kolla Lakshmi Kumari vs. M/s Aliens Developers Private Ltd.* (Complaint No. 304 of 2024), where this Authority observed that the contention of lacking cause of action was untenable because the cause of action existed when the refund was yet to be received, and was resolved only when the relief amount was fully paid. Further reliance was placed on *K. Nagendra Prasad and Anr vs. M/s Aliens Developers Private Ltd.* (Complaint No. 159 of 2024), wherein it was observed that the process of cancellation attains finality only upon the completion of all conditions, including the refund of the entire amount due. Consequently, failure to discharge these obligations entitled the allottee to seek redress under the RE(R&D) Act, 2016.

25. The Complainant outlined the *modus operandi* of the Respondent, stating it was crystal clear that they entered into Agreements of Sale, made predatory demands, and subsequently defaulted. Thereafter, they would dictate a Cancellation Deed with payment schedules and deliberately default on their own deeds, holding onto funds for longer periods. It was alleged that only when Allottees agitated before the RERA did the Respondents file bogus, identical counters and clear amounts during the pendency of proceedings to avoid penalties, thereby using the due process of law to their unscrupulous advantage. It was argued that this unethical and predatory behaviour caused a radical loss of value of the funds fraudulently pocketed by the Respondent and attracted the severest penalty.

26. It was pointed out that the Respondent was guilty of deliberately keeping the Complainant's money for about 12 years, causing enormous loss of value. The Complainant illustrated this by stating that the value of the flat, which was Rs.42,49,143/- in 2010, had

appreciated to Rs.1,63,00,000/- in 2023 (an appreciation of 383.5%). However, the value of Rs.14,71,793/- paid to the Respondent had dropped significantly. It was submitted that while the Complainant's money constituted 36.4% of the sale consideration initially, it was now worth only 9.03% of a similar property. By way of comparison, it was stated that the funds could have purchased 483 grams of 24kt gold in 2012, as opposed to only 27 grams in 2025.

27. The Complainant submitted that the self-serving tactic of the Respondent clearing pending amounts during proceedings to avoid penalties should not be allowed to continue in light of the enormous financial loss caused by the Respondent's omissions and callous disregard. Consequently, the so-called revised schedule of payment and meagre interest adjustment proposed in the Counter were rejected as unjust and inequitable. It was argued that accepting such a settlement would encourage the Respondent to use the Authority's procedures with impunity.

28. It was further submitted that since the filing of the Complaint, the Respondent had single-handedly, arbitrarily, and unilaterally proceeded to deposit Rs.3,00,000/- periodically from September 2025. It was noted that a total of Rs.9,00,000/- had been sent unilaterally by the time of filing the Rejoinder, despite the Respondent's claims denying the Complainant's status as an allottee. The Complainant submitted that every such transaction was duly opposed and rejected, as the Respondent was merely creating grounds to extend payments over 8-10 months while using the Authority's procedures.

29. It was stated that the Respondent entered into an Agreement of Sale on 28-07-2010, with delivery promised in August 2012 (including a grace period). Even after paying 36.4% of the consideration, there was no progress. The Cancellation Deed was executed in April 2024, approximately 11 years and 8 months after the promised delivery. Therefore, the allegation of voluntary cancellation at the behest of the Complainant was termed a fraudulent statement suppressing material facts.

30. The Complainant submitted that the Respondent wilfully suppressed that the Complaint clearly stated the Complainant fell within the definition of "Allottee" under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, by virtue of being allotted Flat No. 1752, Station 9, 17th Floor, Complex Space Station-1, admeasuring 1412 sq. ft.

31. The Respondent failed to mention that under the Deed of Cancellation, they undertook to pay a total sum of Rs.32,63,046/- in installments from April 2024 to July 2025. However, at the time of filing the Complaint, the Respondent had deliberately kept the Complainant in

suspended animation regarding the refund. It was alleged that the Respondent fraudulently suppressed the fact that they arbitrarily and unilaterally stated via email dated 19-03-2025 that the schedule would be revised to April 2025 to July 2026, without agreement. This unilaterally altered schedule was termed mala fide and designed to steal more value from the Complainant's funds.

32. The Complainant further stated that the Respondent unethically took advantage of the funds for 12 years without accounting for loss of value or exponential costs incurred. It was argued that the Complainant fell within the jurisdiction of the Authority under Section 18 of the Act. It was reiterated that as the cancellation had not attained finality due to non-payment of the refund, the Complainant continued to be recognized as an allottee entitled to seek remedies.

33. In summation, the Complainant reiterated the denial of the Respondent's Counter and highlighted the Respondent's habitual default in complying with the terms of Cancellation Deeds, and it was respectfully submitted that there exist substantial grounds for imposition of an exemplary penalty; accordingly, the Complainant prayed that this Hon'ble Authority be pleased to reject the Counter and direct the Respondent to refund the entire deposited amount of Rs.14,71,793/- along with the agreed delay compensation of Rs.17,91,253/- forthwith, together with a penalty at the rate of 1% per month on the total due amount for every month of default, to pay the total outstanding amount with interest/penalty at the rate of 1% per month for the period during which the funds were retained, to pay compensation of Rs.3,00,000/- towards mental agony, to pay Rs.1,00,000/- towards costs of the proceedings, and to pass such other order or orders as this Hon'ble Authority may deem fit and proper in the interests of justice and equity.

***E. Points for consideration:***

34. Based on the above facts and circumstances, the following questions arise before this Authority for determination:

I. Whether the present complaint is maintainable before this Authority?

II. Whether the Complainant is entitled to the Relief(s) sought? If so to what Extent?

## ***F. Observation of the Authority:***

### **Point-I**

35. The main contention of the Respondent is that the Complainant ceased to be an allottee upon cancelling the booking voluntarily, and that no specific violation of the RE (R&D) Act, 2016, exists necessary to establish the legal tenability of the complaint, and it is further argued that the dispute, arising from a cancellation deed, is contractual in nature and should be adjudicated by a civil court rather than this Authority and in order to determine the maintainability of the complaint, the status of the complainant as allottee needs to be considered first.

36. This Authority has previously dealt with a similar issue involving the same Respondent in Kolla Lakshmi Kumari vs. M/s Aliens Developers Private Limited (Complaint No. 304 of 2024), wherein the Respondent had advanced an identical argument contending that upon execution of a cancellation deed, the complainant ceased to be an allottee and thus could not seek relief under the Act. The Authority, while rejecting the said contention, observed as follows:

*“14...The cancellation of allotment becomes final only when the entire refund amount is remitted back to the Complainant as agreed. It is observed that the said cancellation process only commenced when the parties executed the cancellation deed but remains incomplete due to the non-payment of the refund amount as per the agreed payment schedule. Since the cancellation has not attained its finality, the complainant continues to be recognized as an allottee, rendering the respondent's claim that the complainant has ceased to be an allottee untenable.”*

37. In a similar case, the Hon'ble Maharashtra Real Estate Appellate Tribunal in Chandrika Dinesh Chowatia & Ors. vs. S.R. and Shah Developers (Appeal No. AT00600000005265, decided on 25.08.2022), wherein the Tribunal held:

*“14... In view of the above, we find that the cancellation process appears to have been initiated but has neither been completed nor attained its finality for want of non-fulfilment of the condition mentioned therein and also due to only partial refund. Therefore, contention of the promoter that complainants are no longer allottees is ex-facie not tenable.”*

38. As the above judicial pronouncements clearly establish that the process of cancellation attains finality only upon the completion of all conditions stipulated in the

cancellation deed, including refund of the entire amount due. However, as of the date of the Complaint on hand, in the present case, the Complainant has not received the agreed refund, and therefore, the cancellation remained incomplete. Consequently, the Complainant continued to retain the status of an allottee under the RE(R&D) Act, 2016.

39. It is well settled that a promoter's obligations do not terminate merely upon execution of a cancellation deed; such obligations continue until all terms and conditions, including full refund of amounts due, are complied with. Failure to discharge these obligations entitles the allottee to seek redress under the provisions of the RE(R&D) Act, 2016, before this Authority.

40. Accordingly, this Authority holds that the Complainant continued to be an allottee within the definition of Section 2(d) of the RE(R&D) Act, 2016, and the grievance relates to the promoter's failure to fulfil obligations arising from a registered real estate project. Consequently, this Authority is duly empowered under Sections 31 and 34 of the RE(R&D) Act, 2016 to adjudicate the matter. In view of the foregoing discussion and precedents, Point No. I. It is answered in the affirmative, and the present complaint is held to be maintainable before this Authority.

**Point II:**

41. The present complaint arises out of the admitted execution of an Agreement of Sale dated 28.07.2010, followed by a Deed of Cancellation dated 14.04.2024, wherein the Respondent unequivocally undertook to refund a total sum of Rs.32,63,046/- to the Complainant, comprising the principal amount of Rs.14,71,793/- in accordance with a time-bound installment schedule extending from April 2024 to July 2025.

42. The Respondent has failed to adhere to the agreed payment schedule under the said Deed of Cancellation. The material placed on record clearly demonstrates that, as on the date of filing of the complaint, no amount had been refunded to the Complainant, and even thereafter, only partial payments, if any, were made unilaterally and not in conformity with the agreed terms. Such conduct, in the considered view of this Authority, constitutes a clear and continuing default on the part of the Respondent.

43. As per the agreed schedule under the Deed of Cancellation, the Respondent was obligated to pay instalments of Rs.4,90,598/-, Rs.4,90,598/-, and Rs.4,90,597/- for the months of April, May, and June 2024 respectively, followed by monthly instalments of Rs.1,79,125/- from October 2024 to July 2025. However, the material on record clearly

establishes that the Respondent failed to adhere to the said schedule, and as on the date of filing of the complaint, no amount had been paid. It is further observed that, during the pendency of the proceedings, the Complainant, in the rejoinder, has stated that the Respondent made partial payments amounting to Rs.9,00,000/-. Such payments, being unilateral and not in conformity with the agreed schedule, cannot be construed as due compliance of the Respondent's obligations under the Deed of Cancellation.

44. The unilateral revision of the payment schedule by the Respondent, extending the timeline from April 2025 to July 2026, without the consent of the Complainant, is impermissible in law and amounts to a clear deviation from the binding terms of the Deed of Cancellation. Accordingly, this Authority holds that the Respondent has committed a continuing default in payment of the agreed amounts and has failed to discharge its refund obligation of Rs.32,63,046/- (subject to any amounts already paid), thereby entitling the Complainant to appropriate relief.

45. The conduct on the part of the Respondent, by unjustifiably withholding the refund amount and causing the Complainant to wait for an indefinite and unreasonable period even after the cancellation of the allotted flat, this not only demonstrates a disregard for the contractual and statutory obligations but also runs contrary to the very spirit and objectives of the RE(R&D)Act, 2016. The Act was established primarily to guarantee accountability, transparency, and the prompt adjudication of disputes arising from transactions between developers and buyers. By failing to refund the legitimate dues of the Complainant within a reasonable timeframe, the Respondent has undermined the legislative intent of safeguarding the interests of homebuyers within the real estate sector. Such inaction, therefore, constitutes a serious lapse and reflects a deliberate non-compliance with the mandate of the RE(R&D) Act, 2016.

46. Accordingly, this Authority is of the considered view that the Complainant is entitled to refund of the amount paid by him to the Respondent, 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 Marginal Cost of Lending Rate (MCLR) plus 2% per annum (presently 8.70% + 2%), to be calculated on each instalment amount from its respective due date, in terms of the agreed schedule under the Deed of Cancellation, commencing from April 2024, till the date of actual realization of the amount.

47. In view of the above findings, this Authority is of the considered that the Complainant is entitled to the relief sought for of refund of the entire sale consideration with interest.

### **G. Direction of Authority**

48. 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:

- a) The Respondent is directed to refund to the Complainant a total amount of Rs.32,63,046/- (Rupees Thirty-Two Lakhs Sixty-Three Thousand and Forty-Six only), out of which an amount of Rs.9,00,000/- (Rupees Nine Lakhs only) has already been paid by the Respondent in or about September, 2025. Accordingly, the balance amount of Rs.23,63,046/- (Rupees Twenty-Three Lakhs Sixty-Three Thousand and Forty-Six only) shall be paid by the Respondent to the Complainant.
- b) The aforesaid refund amount shall carry 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 Marginal Cost of Lending Rate (MCLR) plus 2% per annum (presently 8.70% + 2%), which shall be computed separately on each instalment amount, from the respective due dates as stipulated in the Deed of Cancellation dated 14.04.2024, until the date of actual realization.
- c) The Respondent shall comply with the above directions within a period of 45 (forty-five) days from the date of receipt of this Order.

49. Failing to comply with the abovesaid direction by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

50. The Complaint is disposed of in lieu of the above direction. No order as to costs.

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