

Registration No.P01100002767 before this Authority by M/s Jaagruthi Housing and Infra Pvt. Ltd. The Plot value is Rs.36,00,000/- (Rupees Thirty Six Lakhs only).

4. Further, on 12.10.2021, the Complainant paid a sum of Rs. 18 lakhs to the Respondent by way of Cheque (Citi Bank Cheque No. 760750), on the same day, the Respondent executed an Agreement of Sale in favour of the Complainant, and he was given an assurance that, will register the regular Sale Deed within 30 days. During the 30 days period, the Complainant paid the balance of sale consideration of Rs.10 Lakhs by way of NEFT/RTGS/IMPS transfer to the Respondent, and Rs.8 lakhs paid by way of cash, for that, the said Respondent issued a separate receipt. The Complainant paid entire sale consideration within 30 days and also paid Rs.1,86,000/- as development and registration charges by way of NEFT/RTGS/IMPS transaction. The Complainant also filed duly acknowledged receipts of the payments made to the Respondent along with the Complaint.

5. After payment of entire sale consideration, the Complainant requested the Respondent Builder many times, to come forward and register a regular Sale Deed in my favour. However, he failed to do so. After few months, the Respondent Builder assured to register plot number 328 of Gurusthan-2, Nandigama as a replacement of plot 332 of Gurusthan - 2. But he failed to register as well.

6. The Respondent Builder also proposed to register another plot at Choutuppall in favour of the Complainant. Upon verification, the Complainant found that Plot No.332 was registered in favour of some other third party. Complainant requested the Respondent Builder to refund the amounts paid by him or register the other plot, however there was no response from the Builder. Therefore, the Complainant requested this Authority to take action against the Respondent and refund his monies.

B. Reply on behalf of the Respondent:

7. Accordingly, vide Notice dated 03.10.2023, served upon the Respondent, this Authority directed the Respondent to submit a reply in terms of Rule 34 (1) & (2) of the Rules, 2017 along with such other information with regard to the Project. However, no response was received.

8. Thereafter, another Notice dated 16.09.2023 was issued to the Respondent to appear before this Authority and to submit its Reply. And vide Reply dated 12.10.2023, the Respondent submitted that both the Complainant and Respondent have had an amicable discussion, and the matter is being settled out of court amicably. Further, the Respondent repaid substantial amount, total sum of Rs.24,50,000/- (Rupees Twenty-Four Lakhs Fifty Thousand Only) and is arranging to repay the balance amount within 2 months' time. The said agreement of sale stands cancelled. As the refund is in process and the part refund is already paid to the complainant and acknowledged by the complainant and provided a list of the payment details made to the Complainant.

9. He further stated that and only a balance of Rs.13,46,800/- (Rupees Thirteen Lakhs Forty-Six Thousand and Eight Hundred Only) is pending and the Respondent is arranging to repay the balance amount within 2 months' time. And thereby requested this Authority to either dismiss the complaint as the matter is being amicably settled out of court or to grant 2 months' time to the respondent for repayment of the balance amount to the Complainant.

C. Hearing Conducted:

10. The matter was heard finally on 12.10.2023, wherein Sri Satish Chandra Gupta, Managing Director of Respondent Builder along with his advocates Sri Jwala Prasad and Ms. Priyadarshini appeared and acknowledged the receipt of the amounts from the Complainant. They submitted an undertaking that an amount of Rs.26,50,000/-

(Rupees Twenty-Six Lakhs and Fifty Thousand Only) has been paid to the Complainant and the same was duly acknowledged by the Complainant. Remaining amount of Rs.11,46,800/- (Rupees Eleven Lakhs Firty-Six Thousand and Eight Hundred Only) shall be repaid to the Complainant within a period of one month i.e., on or before 12.11.2023. This Undertaking is taken on record.

D. Observations and Directions of the Authority:

11. In consideration of the facts and circumstances of the present case, the Respondent has admitted that there is delay in re-payment of amounts to the Complainant and that they failed to register the allotted plot in favour of the Complainant in time, as stipulated under the Agreement of Sale dated 11.09.2021.

12. However, it is pertinent to note here that the Respondent Builder has posed “Gurusthan – 2” as the Project, however the RERA Registration for the same is seen as “Jaagruthi Green Fields” registered by one M/s Jaagruthi Housing and Infra Pvt. Ltd. and not M/s Surya Developers. This can be seen from the Agreement of Sale filed by the Complainant as well as from the brochure. This shows that the Respondent Builder has misrepresented the Project titled “Jaagruthi Green Fields” to be “Gurusthan – 2” and has received monies for the said Project without any proper documentation with an intent to deceive its customers. This act on part of the Respondent is deprecated and therefore, for misrepresentation, this Authority, while exercising its powers under Section 60, imposed a penalty of Rs.11,33,000/- (Rupees Eleven Lakhs Thirty-Three Thousand and Five Hundred Only) on the Respondent vide Order dated 19.10.2023 in a similar connected matter bearing Complaint No.709/2022 titled “*Banda Rajasekhar vs. M/s Sai Surya Developers*”.

13. This Authority also deems it fit to direct the Respondent repay the remaining amounts of Rs.11,46,800/- (Rupees Eleven Lakhs Forty-Six Thousand and Eight

Hundred Only) along with an interest at the rate of 10.65% (8.65% + 2%) per annum in accordance with Rule 15 of the Rules, 2017 and the penalty amount of Rs.11,33,000/- (Rupees Eleven Lakhs Thirty-Three Thousand and Five Hundred Only) as mentioned above on or before 30.01.2024 failing which the Respondent shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five per cent., of the estimated cost of the real estate project as determined by the Authority. The Respondent Builder is also directed to submit a compliance report after repaying the said amount with interest to this Authority on or before 10.02.2024.

14. The matter is disposed of on the above terms and parties are hereby informed that non-compliance with the Orders of the Authority shall attract Section 63 of the Act as mentioned above.

15. If aggrieved by this Order, the parties may approach the TS Real Estate Appellate Tribunal (vide G.O.Ms.No.8, Dt.11-01-2018, the Telangana State Value Added Tax Appellate Tribunal has been designated as TS Real Estate Appellate Tribunal to manage the affairs under the Act till the regular Tribunal is established) within 60 days from the date of receipt of this Order.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TS RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TS RERA

Sd/-
Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TS RERA