



Sangareddy District registered as “Jaagruthis Green Fields” vide Registration No.P01100002767 before this Authority by M/s Jaagruthi Housing and Infra Pvt. Ltd.

4. On 30.09.2021, the Complainant paid a sum of Rs. 8 lakhs to the Respondent Builder by way of Account-to-Account RTGS/IMPS/NEFT transfer (Bank: ICICI, Transaction Reference ID: 0219261040), and on the same day Respondent Builder promised to execute an Agreement of Sale in favour of the Complainant but has not given the same till date. He had given an assurance that, he will register the regular sale deed within the next week in favour of the Complainant, but failed to do so. I paid the balance of sale consideration of Rs. 10 Lakhs on 07.10.2021 & Rs.18.9 Lakhs on 11.10.2021 by way of RTGS/IMPS/NEFT.

5. Upon full payment of the entire sale consideration, the Complainant made repeated requests to the Respondent Builder for the registration of a standard Sale Deed. However, the Respondent Builder consistently failed to fulfill this request, citing various pretexts. Several months later, the Respondent Builder did promise to register plot number 329 of Gurusthan-2, Nandigama, as a substitute for plot 335 of Gurusthan - 2, but once again, this registration did not materialize. Subsequently, the Respondent Builder also proposed registering another plot in Choutuppal in the Complainant's name, but this, too, was left unfulfilled. Therefore, the Complainant requested this Authority to take appropriate action against the Respondent.

**B. Reply on behalf of the Respondent:**

6. Accordingly, vide Notice dated 12.01.2023, 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. And

vide Reply dated 09.02.2023, the Respondent Builder, while denying all the averments in the Complaint, submitted that the present complaint is without seeking any specific relief, which clearly reveals the *mala fide* intention of the Complainant in terrorizing the Respondent Builder in order to gain wrongfully without following the due process of law. He further submitted that, the Complainant mentioned that the value of the Plot is Rs. 36,90,000/- which is incorrect and only with a view to get a property for a cheaper price contrary to the market demand. Payments are subject to strict proof and the said payments as mentioned are the part payment, instead of paying full consideration. Therefore, he requested this Authority to dismiss the Complaint in the interest of justice.

7. 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.12,00,000/- (Rupees Twelve Lakhs 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. In conclusion, he 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:**

8. 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.12,00,000/- (Rupees Twelve Lakhs Only) has been paid to the Complainant and the same was duly acknowledged by the Complainant. Remaining amount of Rs.24,90,000/- (Rupees Twenty-Four Lakhs and Ninety Thousand Only) shall be repaid to the Complainant within a period of two months i.e., on or before 12.12.2023. This Undertaking is taken on record.

**D. Directions of the Authority:**

9. 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.

10. 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 unregistered and unsigned Sale Deed 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, imposes a penalty of Rs. Rs.11,33,000/- (Rupees Eleven Lakhs Thirty-Three Thousand and Five Hundred Only) on the Respondent payable within 30 days of the receipt of this Order, as otherwise action under Section 63 of the Act, 2016 shall be invoked.

11. Therefore, this Authority deems it fit to direct the Respondent repay the remaining amounts of Rs.24,90,000/- (Twenty-Four Lakhs and Ninety Thousand 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.

12. 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.

13. 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**