CASE BRIEF, STATUTORY FACT SHEET & LEGAL REQUISITION POINTS

Prepared for Advocate & Legal Counsel to Draft Custom Statutory Legal Notice, Form 'M' (TS RERA), and Consumer Complaint

Subject Property: Plot Bearing No. 227 (267.00 Sq. Yds), Project 'IRA AEROCITY', Pashambanda Village, Shamshabad Mandal, Ranga Reddy District

1. COMPLETE MEMORANDUM OF PARTIES & JURISDICTION

• **Complainant / Client:** MR. KIRAN MAROJU, S/o Late Shri A. Nanna, aged about 36 years, Resident of Hyderabad, Telangana. Absolute bona fide purchaser and registered owner of Plot No. 227 under registered Sale Deed Doc No. 9678 of 2022.

• **Respondent No. 1 (Promoter Firm):** M/S. IRA AEROCITY LLP (LLPIN: AAR-7394 / PAN: AAQFI0000X), registered office at No. 20-157, R.B. Nagar, Shamshabad Village & Mandal, Ranga Reddy District, Telangana - 501218. Email: info@irarealty.in, cho@irarealty.in, homeloans@irarealty.in | Phone: +91 91217 77777, 9963223346.

• **Respondent No. 2 (Authorized Signatory & Developer Key Person):** SRI POSHAM VEERA REDDY, S/o Sri Posham Venkat Reddy, Authorized Signatory & Key Managerial Person of M/s. Ira Aerocity LLP, R/o H.No. 4-40/2, Main Road, Mellacheruvu, Suryapet District, Telangana - 508246, and Villa No. 78, Magadha Village, Kokapet, Gandipet, Hyderabad - 500075. Mobile: 9676766844.

• **Respondent No. 3 (Designated Partner):** SRI POSHAM NARSI REDDY (DIN: 03074532), Designated Partner, M/s. Ira Aerocity LLP, R/o Villa No. 9, Eden Gardens, Kokapet, Gandipet Mandal, Ranga Reddy District, Hyderabad - 500075. Mobile: 9676785151.

• **Respondent Nos. 4 & 5 (Designated Partners):** SRI HARSH BANSAL (DIN: 07572308) and SRI VIKRAM SURYA TEJA CHENNABOYENA (DIN: 08061398), Designated Partners of M/s. Ira Aerocity LLP, No. 20-157, R.B. Nagar, Shamshabad, Telangana - 501218.

• **Respondent No. 6 (Co-obligor Sister Entity):** M/S. IRA REALITY TECH PRIVATE LIMITED (CIN: U70109TG2020PTC143896), Regd Office: No. 20-157, R.B. Nagar, Shamshabad, Telangana - 501218 (Interconnected corporate entity and co-obligor/recipient of diverted debt adjustments).

• **Respondent Nos. 7 to 39 (Landowners / Co-Promoters):** Vendors 1 to 33 listed in registered Sale Deed Doc No. 9678/2022 and registered DAGPA Doc No. 2776/2021, including primary titleholders Mrs. Beravol Vijaya Reddy, Mrs. Vedire Vanaja Reddy, Mrs. Vasudha Abhin Alimchandani, Srinath Infra, Collaborate Solutions Pvt. Ltd., Birja Devi Estate Pvt. Ltd., Savitridevi Polyfabrics India Pvt. Ltd., New Age Constructions, Veerabhadra Minerals Pvt. Ltd., Dinesh Granite Exports, Navbharath Carriers Pvt. Ltd., and others, all represented through their DAGPA Holder M/s. Ira Aerocity LLP. Legally classified as Joint Promoters under Section 2(zk) of RERA (per Supreme Court in Bikram Chatterji).

• **Territorial & Regulatory Jurisdiction:** Project 'Ira Aerocity' is situated at Pashambanda Village, Shamshabad Municipality, Ranga Reddy District, Telangana, registered under TS RERA Regn. No. P02400002801. TS RERA Bench at Hyderabad and Telangana State Consumer Commission hold undisputed jurisdiction.

2. SUBJECT PROPERTY & VERIFIED FINANCIAL CAPITAL OUTLAY

• **Property Schedule:** Plot Bearing No. 227, admeasuring 267.00 Sq. Yards (223.21 Sq. Meters) in 'IRA AEROCITY', carved out of Survey Nos. 18 to 24, 30 & 31, situated at Pashambanda Village, Shamshabad Municipality, Ranga Reddy District, Telangana.

• **Title Instrument:** Document No. 9678 of 2022, executed and registered on 21-10-2022 before the Sub-Registrar, Shamshabad (SRO 1520).

• **Total Sale Consideration Paid:** Agreed sale consideration of Rs. 1,12,01,000.00 (Rupees One Crore Twelve Lakhs and One Thousand Only) at the agreed rate of Rs. 41,951/- per Sq. Yard, paid 100% in full via direct client payments and bank loan disbursement.

• **Statutory Registration Outlay:** Actual registration stamp duty, transfer duty, registration fees, and user charges of Rs. 8,52,300.00 paid under Telangana Government e-Challan No. 848UQF211022 at SRO Shamshabad on 21-10-2022.

• **Combined Principal Capital Base (Sale Value + Registration):** Rs. 1,20,53,300.00 (Rupees One Crore Twenty Lakhs Fifty-Three Thousand Three Hundred Only) represents the total direct principal capital sunk into the property.

• **Commercial Bank Loan Status (HDFC Bank Ltd):** Client availed a Rural Plot Loan from HDFC Bank Ltd (Loan A/c No. 679660014) of Rs. 84,00,000/- (first disbursed 21-Oct-2022 at floating rate currently 8.00% p.a., EMI Rs. 82,227/-). Client has serviced EMIs

continuously for over 48 months, having already paid Rs. 38,03,707.00 out of pocket to HDFC Bank (comprising Rs. 11,88,825.00 principal recovered and Rs. 26,14,882.00 pure interest loss). The exact current outstanding principal loan balance to be cleared is Rs. 71,38,602.00 (with 129 EMIs / 131 months tenure remaining).

• **Direct Equity Outlay vs. Bank Debt Split:** Total Sale Value (Rs. 1,12,01,000/-) minus exact HDFC Bank Loan principal pre-closure (Rs. 71,38,602.00) equals Rs. 40,62,398.00 direct principal refund. When combined with registration expenses (Rs. 8,52,300/-), client's net direct principal capital refund is Rs. 49,14,698.00.

Financial Component	Legal / Regulatory Basis	Amount (INR)
Total Plot Sale Value	Registered Sale Deed Doc No. 9678/2022	Rs. 1,12,01,000.00
Actual Registration & Stamp Duty Expenses	Telangana Govt e-Challan No. 848UQF211022	Rs. 8,52,300.00
Combined Principal Capital Base	**Total Direct Capital Invested into Plot**	**Rs. 1,20,53,300.00**
Exact 15% Statutory Compensatory Interest	Sec 18(1) RERA (21-10-2022 to 07-11-2026 = 1,478 days)	Rs. 73,21,141.40
Damages for Fraud, Harassment & Mental Agony	Unadjudicated Tortious / Consumer Claim	Rs. 25,00,000.00

AGGREGATE TOTAL MONETARY REQUISITION: Rs. 2,19,24,441.40

(Rupees Two Crores Nineteen Lakhs Twenty-Four Thousand Four Hundred Forty-One and Paise Forty Only)
[Earmarked Payout: Rs. 71,38,602.00 directly to HDFC Bank for full loan pre-closure + Rs. 1,47,85,839.40 directly to Client (comprising Rs. 49,14,698.00 principal refund + Rs. 73,21,141.40 15% delay interest + Rs. 25,00,000.00 damages + Rs. 50,000.00 legal costs). Daily compensatory interest accrues at Rs. 4,953.41/day until full realization]

3. CHRONOLOGY OF REGULATORY APPROVALS, EXTENSIONS, REJECTIONS & DEFAULTS

• **10-09-2020:** HMDA issued initial Draft Layout Intimation Letter (Application No. 038750/SMD/LT/U6/HMDA/03092020) imposing mandatory condition precedents, including mandatory physical laying and regularization of an asphalt 100-foot approach road prior to final layout approval.

• **18-03-2021:** Parent Registered DAGPA Doc No. 2776 of 2021 executed. Clause 1(f) and Clause 3(c) explicitly stipulated that time is the essence and the layout must be fully completed within 18 months + 6 months grace period (Outer deadline: August 2023).

• **30-04-2021:** TS RERA Registration Certificate issued under Form 'C', bearing Registration No. P02400002801, with statutory completion validity expiring on 10/09/2023.

• **04-05-2021 & 22-06-2021:** Draft Layout Permit (No. 09/LO/Plg/HMDA/2021) and Shamshabad Municipality Draft Release Proceedings (No. G1/T.L.P/1551/SSBMC/2021) issued, requiring 15% plot mortgage (Doc No. 3858/2021) and physical development of open parks before final pattern release.

• **21-10-2022:** Promoter executed registered Sale Deed Doc No. 9678 of 2022 conveying Plot No. 227 to client and pocketed Rs. 1.12 Cr consideration.

• **10-09-2023:** Original TS RERA statutory completion deadline lapsed. Project incomplete, access road unbuilt, amenities missing. Developer in default.

• **02-01-2024:** Developer sought and obtained one-time statutory extension under Form 'F', extending TS RERA registration validity up to 22/06/2024.

• **10-05-2024:** Noticee No. 1 submitted Open Layout Final Layout (FLT) application on TG-bPASS under File No. 004930/FLT/HMDA/1085/SMD/2024 seeking Final Layout approval and Occupancy Certificate.

• **22-06-2024:** FINAL EXTENDED STATUTORY TS RERA VALIDITY EXPIRED. Project 'Ira Aerocity' lapsed into un-registered, unauthorized, and illegal status under Section 3 and Section 59 of RERA.

• **27-11-2024 / 30-08-2024 (CRITICAL):** HMDA OFFICIALLY REJECTED FINAL LAYOUT PROPOSAL & BANNED ALL CONSTRUCTION: The Metropolitan Commissioner, HMDA, vide official Rejection Letter No. 004930/FLT/HMDA/1085/SMD/2024, formally

REJECTED the application, finding that the layout proposal is NOT in conformity with Layout Rules & Regulations (G.O.Ms. 288, 287, 33) and approved Master Plan Zoning Regulations. HMDA specifically ordered the developer to submit revised drawings matching ground position and apply afresh, while issuing an absolute statutory injunction: 'In view of the above, your proposals in the subject cited are hereby rejected and you shall not make any type of construction in the above said site.'

• **05-12-2024 (CRITICAL):** MASSIVE Rs. 130 CRORE REGISTERED MORTGAGE OVER PARENT LANDS: Barely 8 days after HMDA rejected the layout, registered Indenture of Mortgage Doc No. 20035/2024 was executed at SRO Maheshwaram, encumbering 15,488 Sq. Yards across parent Survey Nos. 22 & 22/A (6,655 Sq. Yds) and Sy. Nos. 22/P, 21/AA1, 23/AB & 24/B (8,833 Sq. Yds) to Catalyst Trusteeship Limited for a Rs. 130 Crore corporate loan facility from Kiran Vyapar Ltd, clouding the layout's title.

• **24-10-2025 (CRITICAL):** FRAUDULENT CONCEALMENT OF REJECTION LETTER: Noticee No. 1's Customer Happiness Officer, Smt. Siva Parvathi Paruchuri, sent an official email falsely claiming the Occupancy Certificate was 'currently under process' and requesting a 6-month extension (until April 2026), fraudulently suppressing the fact that HMDA had already outright rejected the layout on 27-11-2024 and legally banned all construction.

• **April 2026:** Developer's self-extended 6-month grace period expired. Layout remains completely unregularized, unapproved, lacking OC, and abandoned.

• **05-11-2026:** Comprehensive site inspection with time-stamped video and photos confirmed absolute abandonment of committed infrastructure.

• **12-11-2026:** Developer's legal counsel issued formal reply admitting readiness to explore plot repurchase/buyback under Paragraph III(4).

4. CONTRACTUAL COVENANTS BREACHED (DAGPA DOC NO. 2776 OF 2021)

• **Mandatory Condition Precedent to Sales (Clause 6(a) & 8(c)):** Clause 6(a) (Page 15) & Clause 8(c) (Page 17) expressly bar the developer from executing conveyance deeds or sale agreements without completing and regularizing the 100-foot access road. The execution of client's sale deed and receipt of Rs. 1.12 Cr in 2022 was an illegal act and abuse of GPA powers.

• **Automatic Event of Default (Clause 11(h)):** Clause 11(h) (Page 31) specifies that failure to obtain approval and build the road within 6 months from the agreement date constitutes an automatic 'Event of Default'. Over 5 years have elapsed with zero compliance.

• **Mandatory Completion Definition (Clause 1(r)):** Clause 1(r) defines project completion as requiring: (i) Access Road; (ii) Handover of roads and public areas to authorities; (iii) Completion of Plot development; (iv) Completion of 20,000 Sq. Ft Clubhouse; and (v) 'Obtainment of Full Completion Certificate and Occupation Certificate with respect to the said Project.' None achieved.

• **Breach of Covenant of Unencumbered Title:** Under the registered Sale Deed and DAGPA, Noticees covenanted that the property and layout land are free from all encumbrances. Creating a registered Rs. 130 Crore mortgage (Doc No. 20035/2024) over 15,488 Sq. Yds in Sy 22/P, 22, 22/A constitutes an egregious, incurable breach of title warranty.

• **Performance Bank Guarantee Default (Clause 15(b)):** Clause 15(b) (Page 33) mandated developer to furnish an irrevocable Performance Bank Guarantee of Rs. 1,80,00,000/- and pay delay liquidated damages of Rs. 25/- per sq. yd per month. Promoter completely defaulted.

5. GROUND REALITY & PHOTOGRAPHIC EXHIBITS (DATED 05-11-2026)

• **Exhibit P-1 (100-ft Access Road):** Time-stamped photo at 10:46:19 on 05/11/2026 showing the right-side approach from the entrance canopy connecting to an unpaved, uneven dirt track with scrub wilderness. No asphalt, no BT road, no municipal drainage.

• **Exhibit P-2 (20,000 Sq. Ft Clubhouse):** Time-stamped photo at 10:55:32 on 05/11/2026 showing the 20,000 sq. ft clubhouse site (valued at Rs. 3.02 Cr in DAGPA) as an abandoned dead-end terminating in overgrown jungle, wild weeds, and mounds of mud. Zero civil excavation or foundation.

• **Exhibit P-3 (Central Public Parks / OSR):** Time-stamped photo at 10:57:16 on 05/11/2026 showing the earmarked central open public park/OSR space used as a scrap yard with rotting iron rebar rods, dumped debris, and temporary labor sheds. Zero landscaping, lawns, or play equipment.

• **Exhibit P-4 (HMDA Official Rejection Letter & Construction Ban):** Official Rejection Letter No. 004930/FLT/HMDA/1085/SMD/2024 dated 30-08-2024 / 27-11-2024 from Metropolitan Commissioner, HMDA, rejecting final layout and ordering: 'you shall not make any type of construction in the above said site.'

• **Exhibit P-5 (Written Email Admission):** Official email dated 24-10-2025 from cho@irarealty.in admitting that the OC is pending and allottees are barred from commencing residential construction.

• **Exhibit P-6 (Rs. 130 Crore Mortgage Deed):** Certified Copy of Indenture of Mortgage Doc No. 20035/2024 (SRO Maheshwaram) encumbering 15,488 Sq. Yds in Sy 22/P, 22, 22/A to Catalyst Trusteeship Ltd.

6. SCHEDULE OF UNLAWFUL TRANSACTIONS POST-RERA REGISTRATION EXPIRY

Official Encumbrance Certificates (ECs) from SRO Shamshabad and SRO Maheshwaram confirm a continuous pattern of unauthorized transactions and encumbrances executed after the project's RERA validity expired on 22/06/2024:

Doc No. & SRO	Regd Date	Deed Nature	Plot & Extent	Parties & Consideration	Statutory Contravention
Doc No. 8169/2024 (SRO Shamshabad)	16-11-2024	Sale Deed (0101)	Plot No. 64 (267.00 Sq. Yds)	Vendors: Landowners rep by Ira Aerocity LLP Claimants: Hemat Kumar Panda & Arundati Dash Cons: Rs. 68,00,000/-	Full conveyance deed executed 5 months post-RERA expiry. Violates Sec 3(1). Penal under Sec 59(1) & (2).
Doc No. 20035/2024 (SRO Maheshwaram)	05-12-2024	Mortgage w/o Possession (0202)	15,488 Sq. Yds in Sy 22/P, 22, 22/A, 21, 23, 24	Mortgagors: Rajapushpa Group Claimant: Catalyst Trusteeship Ltd Cons: Rs. 130,00,00,000/-	Massive Rs. 130 Cr mortgage directly encumbering parent lands post-RERA expiry and 8 days post-HMDA rejection. Violates Sec 11(4)(g) & (h).
Doc No. 1094/2024 (SRO Shamshabad)	2024	Rectification Deed (0601)	Plot No. 64 (267.00 Sq. Yds)	Vendors: Landowners rep by Ira Aerocity LLP (Rectifies Sale Deed 8169/2024)	Altering layout boundaries and schedules post-expiry without RERA sanction or 2/3rd buyer consent (Sec 14(2)).
Doc No. 1047/2025 (SRO Shamshabad)	15-02-2025	Sale Agreement w/o Possession	Commercial Plot C15 (2,000.44 Sq. Yds)	Vendors: Landowners rep by Ira Aerocity LLP Cons: Rs. 48,00,000/- advance	Commercial monetization of layout amenities/commercial corridor post-RERA expiry without valid registration.
Doc No. 5484/2025 (SRO Shamshabad)	14-08-2025	Sale Agreement w/o Possession	Plot 160 & Bulk Plot 11 (2,145.40 Sq. Yds)	Vendors: Ira Aerocity LLP to Homez Infratech Adjusted vs Rs. 10.38 Cr debt	Commercial monetization 14 months post-expiry. Siphoning project land to settle outside private debts (Sec 3, 7, 59).

NOTE ON 15% STATUTORY MORTGAGED PLOTS (DOC NO. 3858/2021): Under HMDA Draft Layout Permit 09/LO/Plg/HMDA/2021, 15% of the layout plots were mortgaged to Shamshabad Municipality / HMDA under registered Mortgage Deed Doc No. 3858/2021. Because HMDA rejected the Final Layout on 27-11-2024, NO deed of relinquishment/release was ever executed. These 15% plots remain legally frozen and mortgaged to the government to this day.

7. STATUTORY PROVISIONS, RERA SECTIONS & LEGAL OFFENCES

• **Section 3(1) & Section 59 RERA (Unregistered Real Estate Operations):** Operating, selling, and executing deeds after Form 'F' expired on 22/06/2024. Attracts penalty up to 10% of estimated project cost under Section 59(1), and imprisonment up to 3 years for partners under Section 59(2).

• **Section 11(4)(g) & 11(4)(h) RERA (Prohibition on Creating Charges/Mortgages):** Expressly prohibits promoters and landowners from creating any mortgage, charge, or encumbrance on project land after executing allotment/sale agreements without allottees' written consent. Doc No. 20035/2024 is an egregious statutory violation.

• **Section 12 RERA (False Advertising & Fraudulent Inducement):** False representations regarding 100-ft road, clubhouse, and parks. Section 12 gives client an absolute right to withdraw from the project with 100% refund, interest, and compensation.

• **Section 14(2) & 14(3) RERA (Unauthorized Alterations & Ground Defects):** Altering project layouts, deviating from approved plans resulting in HMDA rejection, and failing to adhere to sanctioned parameters without 2/3rd allottee consent.

• **Section 18(1) RERA (Absolute Statutory Right to Refund with Interest):** Promoter failed to complete project and deliver lawful possession with OC by agreed date. Mandates return of entire amount received with prescribed interest (SBI MCLR + 2%) and compensation.

• **Section 15 RERA (Bar on Project Transfer & Assignment):** Transferring/pledging majority project land to third-party financiers (Homez Infratech) without RERA written approval and 2/3rd allottee consent.

• **Section 36 & Section 7(4)(a) RERA (Interim Injunctions & Account Freezing):** Empowers TS RERA to grant ex-parte interim injunctions restraining the developer from marketing, selling, or registering plots, and freezing project bank accounts.

• **Section 318(4) BNS / Section 420 IPC (Cheating & Dishonestly Inducing Delivery):** Dishonestly inducing client to part with Rs. 1.12 Cr while concealing HMDA's rejection, the non-feasibility of the 100-foot road, and lack of municipal releases.

• **Section 316 BNS / Section 406 IPC (Criminal Breach of Trust):** Siphoning funds collected from allottees and pledging project plots to adjust private corporate debts (Rs. 10.38 Cr) of sister entities instead of executing infrastructure.

• **Section 61 BNS / Section 120-B IPC (Criminal Conspiracy):** Conspiracy between developer, designated partners, and landowners to execute unauthorized deeds, swap collateral post-RERA expiry, and actively suppress the HMDA Rejection Letter from buyers.

• **Consumer Protection Act, 2019 (Deficiency in Service & Unfair Trade Practice):** Failure to deliver promised infrastructure, delivering unusable paper plot subject to HMDA construction ban, and false marketing constitute gross deficiency and deceptive trade practice.

8. LEGAL REBUTTAL TO DEVELOPER'S REPLY DATED 12-11-2026

• **Rebuttal to Defense 1 ('Sale deed merges relationship; Civil Suit required'):** Supreme Court in M/s Newtech Promoters (2021) and Imperia Structures firmly held that mere execution of a paper sale deed does not extinguish promoter obligations under Section 18 when promised layout infrastructure and statutory approvals remain incomplete. RERA jurisdiction is retroactive, non-derogable, and concurrent.

• **Rebuttal to Defense 2 ('Plotted developments do not need an OC'):** Developer's own registered DAGPA Clause 1(r)(v) legally defines 'Project Completion' as requiring an OC. Furthermore, the Metropolitan Commissioner, HMDA, has specifically rejected the Final Layout and ordered that NO construction can be made on site (Letter No. 004930/FLT/HMDA/1085/SMD/2024).

• **Rebuttal to Defense 3 ('100-ft access road delay is force majeure'):** Under Clause 6(a) and 8(c) of parent DAGPA, regularizing and laying the road was an express condition precedent prior to selling plots. Taking Rs. 1.12 Cr in 2022 while the road is unbuilt in late 2026 is an incurable default, and HMDA rejected the final layout due to failure to conform to rules.

• **Rebuttal to Defense 4 ('Doc 5484/2025 & Doc 20035/2024 are internal debt restructuring'):** Executing deeds to adjust private Rs. 10.38 Cr debts and encumbering 15,488 Sq. Yds for Rs. 130 Crores post-RERA expiry directly violates Section 3, Section 11(4)(g), and Section 59, establishing severe insolvency risks for allottees.

• **Rebuttal to Defense 5 ('Interest rate capped at MCLR + 2%'):** 15% is demanded as a composite rate covering actual commercial borrowing costs and monthly compounding deficit charged by HDFC Bank. In court, statutory interest is claimed in Form 'M', and the opportunity loss / compounding differential is claimed as compensation in Form 'N' under Section 71/72.

• **Paragraph III(4) Crucial Admission (Buyback Offer):** In Paragraph III(4) of reply, developer expressly stated willingness to explore an amicable repurchase/cancellation on mutually agreeable terms reflecting actual consideration paid, subject to HDFC Bank NOC. This admission confirms the developer wants to buy back the plot rather than face an asset freeze.

9. FINAL ITEMIZED REQUISITION & SETTLEMENT DEMANDS

1. Direct Bank Loan Pre-Closure: Direct remittance of Rs. 71,38,602.00 directly to HDFC Bank Ltd towards full pre-closure, redemption, and discharge of Home Loan Account No. 679660014, and retrieval of original title deeds and bank NOC.

2. Direct Refund of Client's Capital Outlay: Immediate refund and credit of Rs. 49,14,698.00 directly to client's account (comprising direct sale value balance of Rs. 40,62,398.00 plus statutory registration expenses of Rs. 8,52,300.00 paid under e-Challan 848UQF211022).

3. Exact 15% Statutory Compensatory Interest on Combined Outlay: Payment of exact computed statutory compensatory delay interest calculated @ 15% per annum on the combined capital outlay of Rs. 1,20,53,300.00 (Total Sale Value + Registration Costs) from 21-10-2022 to 07-11-2026 (1,478 days), amounting to Rs. 73,21,141.40 (accruing at Rs. 4,953.41/day until realization).

4. Damages for Fraud & Mental Agony: Payment of Rs. 25,00,000.00 towards substantial damages for extreme mental agony, harassment, loss of alternative real estate appreciation, and business disruption.

5. Costs of Legal Notice: Payment of Rs. 50,000.00 towards professional legal notice fees and incidental expenses.

• **Aggregate Settlement Demand:** Total aggregate demand payable: Rs. 2,19,24,441.40 (Rupees Two Crores Nineteen Lakhs Twenty-Four Thousand Four Hundred Forty-One and Paise Forty Only).

10. COURT PRAYERS & INTERIM INJUNCTION STRATEGY (FORM 'M' & 'N')

• **Form 'M' Final Prayers:** Pray for 100% refund of Rs. 1,12,01,000/- under Section 18(1), bank loan pre-closure of Rs. 71,38,602/- to HDFC Bank, reimbursement of Rs. 8,52,300/- registration charges, and statutory interest @ SBI MCLR + 2% from payment dates to realization.

• **Form 'M' Interim Reliefs (Day 1 Strategy):** Pray for urgent Section 36 ex-parte interim injunction restraining developer and landowners from selling, marketing, or registering plots across Sy Nos. 18 to 24, 30 & 31, directing Sub-Registrar Shamshabad to halt registrations, citing the HMDA Rejection Letter and Rs. 130 Cr mortgage, and freezing project bank accounts under Section 7(4)(a) and Section 40.

• **Form 'N' Compensation Prayers (Adjudicating Officer):** Plead under Section 12, 14(3), and 18(3) read with Section 71/72 for Rs. 25 Lakhs damages covering the massive interest loss of Rs. 26,14,882.00 already serviced to HDFC Bank, ongoing monthly bleeding of Rs. 82,227/-, opportunity cost, and mental agony.

• **Preemption of Developer Delay Pleas:** Expressly record that client exercises the absolute statutory option to withdraw from the project under Section 18(1) and declines to grant any timeline extensions.