

**BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY  
[Under the Real Estate (Regulation and Development) Act, 2016]**

**COMPLAINT NO.765 OF 2021**

**20<sup>th</sup> Day of October, 2023**

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

Sri Dwarampurdi Venkateshwara ...Complainant  
Versus

M/s Devis Homes Pvt.Ltd ...Respondent

The present matter filed by the Complainant herein came up for hearing on 18.07.2023, 17.08.2023, and on 13.09.2023 before this Authority in the presence of Complainant present in person, and the Mr. Jagan Mohan Reddy on behalf of the Respondent and upon hearing the arguments of both the parties, this Authority passes the following **ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERD Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking directions from this Authority to take action against the Respondent.

**A. Facts of the Complaint:**

3. The facts of the case, in brief, are that the Complainant entered into an Agreement dated 07.03.2019, wherein the complainants purchased a

plot no. 148 measuring 328 sq. yards with the Ground and First floor with a built-up area of 3400 sq. ft in the Project known as “Golden Leaves,” a gated community project of Villas promoted by M/s Devis Homes Pvt. Ltd and got the same registered via Sale Deed dated 9th September 2019.

4. Further submits that the Respondent delayed in handing over the possession to the Complainant concerning the agreed promises made in the agreement. These delays are as follows:

- a. Delay in making the Villa fit for occupancy
- b. Pending works as per details given below are to be completed
- c. Issue of Occupancy Certificate Pending.

**B. Relief Sought:**

5. Accordingly, the Complainant prayed this Authority to direct the Respondent for the immediate completion of the pending works mentioned below:

- I. Compound wall on the west side (partly) and south side since an open flood drain exists.
- II. Final coat of lappam followed by 2 coats premier plastic emulsion paint.
- III. Municipal water connection with an underground sump (2000 liters).
- IV. Taps and bath fittings not provided so far.

6. To direct the Respondent to provide an Occupancy certificate issued by the competent Authority.

7. Monetary compensation of Rs. 40,000 per month for the delayed period beyond the completion date given in the sale agreement dated 07.03.2019.

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

8. *Per contra*, the Respondent, via its Reply dated 01.02.2022, submitted that the Respondent has strictly abided by the Rules of Telangana Government Regulatory Bodies, TSRERA & GHMC Authorities. They have started the Project “Golden Leaves,” consisting of 220 Villas in 2019 and

are about to complete in all respects with complete satisfaction of the Customers of said project by March 2022.

9. Further submitted that, as per GHMC Building permit No. 53438/HO/EZ/Cir -03/2016, dated 21.02.2018, it is clearly mentioned that the project construction should be commenced before 20.08.2019 and should be complete before 20.02.2024. The said project is also a registered project vide registration no. P02200000428.
10. Also, states that they have obtained the Deed of Reconveyance vide document no. 961 of 2022, stating that the mortgagors constructed as per GHMC plan, and there is no deviation as per GHMC rules; therefore, the said mortgaged property is reconveyed. The Respondents have obtained the Occupancy certificate from the GHMC vide application no. 1/C3/05193/2021-OC, proceedings NO/OC: 1/C3/00053/2022, dated 18.01.2022.
11. Submits that the complainant, Sri Dwarampudi Venkateshwara Rao, has booked a Villa no. 148 in the Respondent Project "Golden Leaves" on dated 17.12.2018 by paying 5,00,000/- through Cheque as a booking advance against the total consideration of Rs. 65,95,600/-. As per the agreed terms between Sri Dwarampudi Venkateshwara Rao and Devis Homes Pvt. Ltd., balance payments will be released according to the development of the Villa, and the document registration will be done, and the possession of the Villa will be given only after receiving the complete sale consideration amount of Rs. 65,95,600/- plus 5% GST plus the additional work cost if any.

#### **D. Hearing Conducted**

12. This Authority called the parties for a hearing on 18.07.2023, 17.08.2023, and on 13.09.2023, where both parties appeared on 13.09.2023 and reiterated the points as mentioned above. Wherein the Complainant submitted before the bench that a Sale Deed was executed subsequently Respondent asked for an amount of Rs. 81, 25,380, and the same was paid by the Complainant, also acknowledged by the Respondent. The Complainant also states that as per the registered

Agreement of Sale, the Respondent is liable to handover the possession by 31.12.2019, but the Respondent failed to comply with the clause 16 representing as *“the developer assures the completion of the Construction of the Villas and hand over the possession of the same to the Purchaser by 31.12.2019, grace period may be 6 months,”* hence a delay of 3 years 8 months approximately. Also submitted that the Respondent failed to complete the work of the Villa and hence has not yet taken over the possession of the Villa.

13. Conversely, the Respondent submitted that as per clause 16, the Respondent had a grace period of 6 months, and due to Covid-19 and floods around the city, Force majeure was arisen and delay took place. Also, contended that the Complainant is yet to pay Rs. 15,00,000/- to the Respondent for the interior work that was made done by the Respondent on and as per the instructions by the Complainant, due to the non-payment of the balance amount, the Respondent has kept the minor work pending. Whereas the occupation certificate has been issued from GHMC vide application no. 1/C3/05193/2021-OC, proceeding No/OC: 1/C3/05193/2021-OC dated 18.01.2022.

#### **F. Observations of the Authority/Directions**

14. Upon careful examination of the facts and circumstances in the present case, the following points arise for deliberation before this Authority:

**1. Whether there was a delay on the part of the Respondent in handing over the possession of the Villa, hence a violation of section 11(4)(a)?**

15. The Respondent contends that the delay in handing over possession of the Project was primarily a result of force majeure circumstances, including government orders and restrictions, High Court and Supreme Court orders, shortages in the supply of raw materials, and the global impact of the Covid-19 pandemic. It is noteworthy that, as per the registered Agreement of Sale dated 07.03.2019, specifically in clause 16; the possession of the unit in question was to be delivered by 31.12.2019, with a grace period of six months. This Authority has meticulously reviewed the substantial evidence and documents presented in support of the claims related to Covid-19 and

floods significantly disrupting construction work. Consequently, the due date for possession is determined to be in the year 2021. Thus, considering the aforementioned reasons, the Respondent is granted leniency, and the admissibility of both the grace period and the force majeure contention is acknowledged by this Authority.

This Authority firmly concludes Point 1, that the delay attributed to the Respondent can be attributed to the force majeure circumstances. Furthermore, it is noted that the referenced project is now complete, with the Respondent having obtained an occupancy certificate in the year 2022. The Complainant has taken possession of the flat as early as December 2021, as evidenced by the Respondent's submission of advertisements for tenant requirements. However, in the present case, it is prima facie evident that the project falls under the force majeure category, given the existence of a grace period of 6 months, as stipulated in the registered agreement of sale.

**2. Whether the Complainant's relief, as prayed for, be granted, if yes, to what extent?**

16. The Complainants in his original complaint have sought the following relief:

- i. Direct the Respondent for the immediate completion of the pending work they are:
  - a. Compound wall on the west side (partly) and south side since an open flood drain exists.
  - b. Final coat of lappam followed by 2 coats premier plastic emulsion paint.
  - c. Municipal water connection with an underground sump (2000 liters).
  - d. Taps and bath fittings not provided so far.
- i. To direct the Respondent to provide an Occupancy certificate issued by the competent Authority.
- ii. Monetary compensation of Rs. 40,000 per month for the delayed period beyond the completion date given in the sale agreement dated 07.03.2019.

17. In the present complaint, with regard to the relief sought in Form M, wherein Respondent prayed for the completion of the pending work, vide letter no. 765/2021/TSRERA dated 04.01.2023, wherein the Deputy Commissioner, GHMC, Uppal Circle, and the Assistant City planner, Town Planning, Uppal were directed to inspect Villa no. 148 in the layout “Golden Leaves” to submit a report ascertaining whether the promoter has completed all the work as mentioned in the complaint. For the same, the inspection was carried out by GHMC, and information was furnished to this Authority via letter no. 148/C3/TPS/GHMC/2023, dated 24.01.2023 as below:

<b>S. no</b>	<b>Information required</b>	<b>Information furnished</b>
1.	Compound wall on the West side (partly) and South side since open flood drain exists.	The plot 148 is enclosed with compound wall on all the sides. An open stream drain is exiting on the south side of the building.
2.	Final Coat of Lappam followed by 2 coats premier plastic emulsion paint.	Final Lappam coating is pending since the wood work is pending, which is supposed to be taken up by the Owner.
3.	Municipal water connection with underground sump(2000 ltrs)	Municipal water connection is provided, and is available for 24 hours
4.	Taps and Bath fittings not provided so far.	This office inspected the building and observed that all the fittings include taps and bath fitting are provided.

18. In view of the above, this Authority is of the view that the Respondent has completed all the pending work mentioned by the Complainant in his prayer.

19. Further, with regard to the Occupancy certificate, Complainant in his written submission dated 25.09.2023, has mentioned that he has issued the GHMC Occupancy certificate on 18.01.2022. Also, the copy of the Occupancy certificate has been submitted to this Authority by the Respondent.

20. The complainant is seeking compensation in the present relief. It is essential to understand that the Act clearly distinguishes between interest and compensation, providing them as distinct entitlements available to allottees. This Authority does not possess the jurisdiction or authority to grant compensation as specifically sought by the complainant.

20. On consideration of the documents available on record and submissions made by both the parties regarding contravention of the provision of the Act, the authority is satisfied that due to the force majeure, that is due to Covid-19 and floods were an unforceable circumstance and their consequences in which the Respondent had no control over and hence the delay undertook.


21. Meanwhile, the Respondent during the Oral submissions submitted that the complainant did not pay the balance amount of Rs. 15,00,000/- (Rupees fifteen lakhs only) to the Complainant and hence kept certain minor work pending in the Villa, to any such payment the Complainant has denied. During the Oral submissions, the Authority instructed to submit the documents and evidentiary information for the same claim. However, both the parties failed to provide any such Agreement or Memorandum of understanding that took place between the parties with regard to additional charges in respect of Interior design work. Hence, this Authority by going through the registered Agreement of sale, in which there is no such clause that mentions about the Additional charges, going strictly by the registered Agreement of sale and other evidentiary documents, this Authority believes that as it was mutually agreed by both the parties with respect to the

additional work and its charges, that shall be amicably settled by both the parties mutually, and this Authority will not be getting into its merits.

22. In light of the above, it is determined that the Respondent has successfully completed the pending works specified by the Complainant in their prayer. Furthermore, the Respondent has issued the occupancy certificate to the Complainant from the GHMC.

23. 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.

24. **Complaint stands disposed of.**



**TS RERA**  
Sd/-  
**Sri. K. Srinivas Rao, Hon'ble Member**  
TS RERA  
TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY

Sd/-  
**Sri. Laxmi NaryanaJannu, Hon'ble Member**  
TS RERA

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