

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

**COMPLAINT NO.575 OF 2023**

**07<sup>th</sup> Day of February, 2024**

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

Sri K. Bikshapati

...Complainant

Versus

M/s Sunrise Builders & Developers  
Represented by its Managing Director  
...Respondent

The present matter filed by the Complainant herein came up for hearing on 17.10.2023, 04.01.2024 and 18.01.2024 before this Authority in the presence of the Complainant in person and the Authorized representative 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 by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") requesting appropriate action against the Respondent Builder.

**A. Brief facts on behalf of the Complainant:**

3. The Complainant submitted that the Respondent Builder offered to sell a semi-finished flat to the complainant in a project called "Sunrise Balaji Avenue" Flat No. 211, 2nd Floor, situated at Peerzadiguda Village, Medipally Mandal, Medchal-Malkajgiri District registered vide TS RERA Regn No. P02200003187 and executed Memorandum of Understanding dated 22.04.2021 with the Complainant. For the same, the Complainant paid Rs.10,00,000/- (Rupees Ten Lakhs Only).

4. Complainant submitted that the Respondent Builder is constructing the building with low quality materials, deviating the plan etc., and the same was brought to the notice of management of the Respondent Builder, however there was no response. He submitted that the Respondent has issued legal notices of Cancellation of the Memorandum of Understanding dated 22.04.2021 despite there being no fault of the Complainant. As such, the Complainant requested that appropriate measures be taken against the Respondent and to direct the Respondent to register the flat in favour of the Complainant.

**B. Reply on behalf of the Respondents**

5. Per contra, the Respondent, vide Reply dated 19.12.2023, submitted that Respondent Builder has constructed Building with standard quality and as per the sanctioned Plan, and after completion of the Building, the HMDA has issued Occupancy Certificate. That the Complainant had approached the Respondent Builder with an intend to purchase the Semi-Finished Flat in the proposed residential Complex named as "Sunrise's Balaji Avenue", Flat bearing No. 211, in 2nd Floor, in the Building Known as "B Block", admeasuring 1225 Sq.Ft, and

there by the Respondent Builder has agreed and allotted the above said Flat for valuable Sale Consideration of Rs.50,83,750/- (Rupees Fifty Lakhs Eighty-Three Thousand and Seven Hundred Fifty Only) and Complainant has accepted and agreed the same. That apart from that, the Complainant has also agreed to pay Rs. 5,00,000/- (Rupees Five Lakhs Only) towards amenities.

6. The Respondent further submitted that in pursuance to the agreement, the Complainant has paid a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) towards part Sale Consideration and agreed to pay the balance sale consideration of Rs.40,83,750/- (Rupees Forty Lakhs Eighty-Three Thousand Seven Hundred and Fifty) and further agreed to pay the amount of Rs. 5,00,000/- towards amenities after completion of the construction work.

7. Subsequently, the Respondent Builder has made several requests to pay the Balance Sale Consideration. Instead of the payment of the balance sale consideration, the Complainant got issued the Legal Notice by making false allegations and to perform the part of the contract by executing the Sale Deed and further stated that he would pay balance Sale Consideration of Rs.45,83,750/- (Rupees Forty-Five Lakhs Eighty-Three Thousand Seven Hundred and Fifty). He added that the Complainant approached the Hon'ble Forum with false and baseless allegations by suppressing all the material facts, and accordingly, he prayed to dismiss the complaint and permit the Respondent Builder to sell the Flat to the third parties.

### **C. Observations and directions of the Authority**

8. Notices were accordingly issued to both parties and upon their first appearance by the parties on 18.01.2024, the Complainant agreed that he did not pay the balance sale consideration of Rs.45,83,750/- (Rupees Forty-Five Lakhs Eighty-Three Thousand Seven Hundred and Fifty) and for the same he seeks 6 (six) months' time to dispose of his other property and procure money for the subject Flat.

9. However, the Respondent submitted that he has been awaiting the balance sale consideration since the year 2021, i.e., from the time of execution of the Memorandum of Understanding dated 22.04.2021. he added that the Complainant, on one pretext or the other delayed the payment till today and prayed that he may be permitted to sell the flat to third parties. This Authority is of the view that the Complainant has failed upon its duty to make timely payments to the Respondent Builder as per Section 19(6) which casts an obligation upon the Complainant/Allottee to adhere to the payment timelines as provided by the Builder.

10. Therefore, in the interest of justice, keeping in view the Complainant's financial status and upon the consent of the Respondent, Authority directs the Complainant to make the remaining payment of Rs.45,83,750/- (Rupees Forty-Five Lakhs Eighty-Three Thousand Seven Hundred and Fifty) within 3 months from the date of receipt of this Order. Should the Complainant fail to make such payment within 3 months, he shall pay the said balance sale consideration along with interest at the rate of MCLR plus two percent i.e.,

10.65 (8.65 + 2) per annum as per Rule 15 of the Rules, 2017 and the Respondent Builder is duly entitled to collect such interest.

11. In lieu thereof, the present complaint stands disposed of.

12. 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**

TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY