

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

[Under the Real Estate (Regulation and Development) Act, 2016]

Complaint No. 277 of 2025

Dated: 13th March, 2026

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

Ravi Kumar Anchoori,

Rep by his GPA holder Anchoori Yadagiri,

R/o. Flat No.908, Block I,

My Home Avatar, Narsingi,

Hyderabad, Telangana - 500089

...Complainant

Versus

M/s Candeur Developers & Builders,

Rep by its Managing partner, Sri Kattamreddy Ramvishnunandan Kumar Reddy,

R/o. Flat No. 402, Kamala Aurum Apartment,

Plot No. 9, Huda Enclave, Road No. 70, Journalist Colony,

Jubilee Hills, Hyderabad, Telangana - 500033

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person and the Counsels for Respondent, Mr. KRK Chary, Mr. B. Suresh, Mr. S. Ganesh Bharadwaj, Mr. K. Vivekanand, and upon hearing the submissions of both the parties, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondents.

A. Brief facts of the case:

3. The Complainant booked a 2BHK residential unit bearing Flat No. 703 in Tower-B of the *Candeur-40 Apartment Complex*, an upcoming project being developed by the Respondent. An amount of ₹10,000 was paid online towards the booking. Subsequently, the Complainant paid a further sum of ₹30,00,000 by cheque dated 21.07.2024 as part payment towards the sale consideration and, on the same day, entered into an Agreement of Sale with the Respondent. Thereafter, another payment of ₹32,40,000 was made by cheque dated 01.09.2024, bringing

the total amount paid to ₹62,50,000, constituting more than 65% of the total sale consideration of ₹93,69,150, which included GST at 5%, car parking, and amenities charges.

4. With the intention of proceeding with registration of the said flat jointly in his and his father's name, the Complainant sent his father to the promoter's office on 21.12.2024. The promoter's staff provided a draft copy of the Sale Deed via email for verification and requested the Complainant to communicate any required corrections. A demand note for the balance payment was also handed over, and it was informed that registration could take place in the first week of January 2025. Upon scrutiny of the draft Sale Deed, the Complainant noticed several omissions that were required to be incorporated in accordance with RERA and the Registration Rules.

5. The omissions identified were: (i) the absence of full particulars of registration of the partnership firm *M/s. Candeur Developers & Builders* as mandated under RERA; (ii) incorrect mention of the place of execution as "Registration Office, Ranga Reddy" instead of the promoter's office in Hyderabad; (iii) omission of reference documents establishing title and link documents for the project land, despite reference to Annexure-A which was not appended; (iv) absence of measurements or extent of car parking space in Sq. feets, as required under RERA; (v) under payment of sale consideration, the reference with regards to TDS payment under the Income Tax Act is omitted; (vi) omission of jurisdictional details of the registering officer under the Registration Act; and (vii) non-mention of the boundaries of the flat as mandated by Section 21 of the Registration Act.

6. To seek rectification of these omissions and obtain a corrected draft, the Complainant's father revisited the promoter's office on 03.01.2025, offering to pay the balance amount upon receipt of the revised draft. However, the staff refused to incorporate the omissions and insisted that the Sale Deed prepared by the promoter was final and non-negotiable, directing the buyers either to accept it as is or to withdraw from the purchase. The Complainant objected to this unilateral preparation of the Sale Deed and emphasized that such a document must be executed with the mutual consent of both parties. Despite repeated requests, the promoter continued to refuse to issue a revised draft.

7. Thereafter, on 22.03.2025, the promoter sent an email stating that the flat was open for sale and that cancellation proceedings had been initiated, which would take about 90 days after deduction of applicable charges. The Complainant responded on 23.03.2025, clarifying that the period of 90 days relied upon by the promoter is not applicable to their case. The Complainants

submitted that the promoter had failed to comply with its obligations and had not prepared a proper sale deed despite repeated requests to rectify omissions found in the draft. They further stated that the promoter had unilaterally prepared the sale deed without taking the buyer's consent into consideration and had conveyed that, unless the Complainants agreed to execute the sale deed in the form prepared by it, they should withdraw from the transaction. The Complainants therefore asserted that they were compelled and forced to withdraw unwillingly and involuntarily, not out of their own choice, but solely due to the promoter's conduct, and subject to the promoter refunding the entire amount collected from them without any delay. It is stated that no response has been received from the promoter to the aforesaid communication.

8. The Complainants further state that any delay in payment of the balance amount or in the registration of the flat has occurred solely due to the promoter's refusal to rectify the draft sale deed prepared unilaterally by it.

B. Relief(s) Sought:

9. Accordingly, the Complainant sought the following relief:

- i. The entire amount/money of Rs. 62,50,000/- (Rupees sixty two lakhs fifty thousand only), so far paid by the Complainant, shall have to be refunded by the said promoter without any further delay, together with interest and compensation, if any applicable, since the Complainant does not intend to withdraw from buying the flat in the said project at his own option, but solely because of the promoter's fault in non-compliance and non-acceptance in preparing a proper sale deed without taking into consideration the buyer's consent.*

C. Counter on behalf of the Respondent:

10. At the outset, the Respondent denies all allegations and averments made by the Complainant as false, fabricated, concocted and untrue except those specifically admitted, and submits that the Complaint is neither maintainable in law nor on facts, and has been filed with frivolous, vexatious and mala fide intent to blackmail and harass the Respondent for wrongful gain.

11. In response to the factual averments, the Respondent states that the Complainant booked a 2BHK residential flat bearing No.703 in Tower-B of the "Candeur-40" Apartment Complex, an upcoming project of the Respondent, and paid a sum of ₹10,000/- as initial booking amount, which is admitted. It is also admitted that the Complainant paid ₹30,00,000/-

through cheque dated 21.07.2024 towards part sale consideration and entered into an Agreement of Sale on the same day. As per the said Agreement, the Complainant was obligated to pay the balance sale consideration in instalments linked to specified construction milestones, and any delay beyond a grace period of 15 days attracted interest at 12% per annum.

12. The construction of the apartment was nearing completion at the time of execution, and possession was to be delivered on or before 30.09.2024, which implied that the Complainant was required to pay the entire balance by that date. The Respondent further states that it submitted the Building Completion Notice to GHMC on 11.09.2024, demonstrating substantial compliance with construction obligations. However, the Complainant failed to honour the payment schedule, thereby breaching the terms of the Agreement.

13. It is admitted that the Complainant paid another sum of ₹32,40,000/- through cheque dated 01.09.2024, and that the total amount paid to date is ₹62,50,000/- out of the total sale consideration of ₹93,69,150/- (inclusive of GST @ 5%, parking and amenities), but the Respondent asserts that the said amount of ₹32,40,000/- was paid with a delay of 27 days.

14. The Respondent denies the allegations made under Sub-Clause 5 of Para 4 of the Complaint, and submits that upon the Complainant's failure to pay the balance amount by 30.09.2024, a final demand notice dated 21.12.2024 was issued calling upon him to pay the outstanding ₹31,19,150/- by the first week of January 2025 along with applicable penalty as stipulated in the Agreement, and enclosing the draft Sale Deed prepared in compliance with statutory norms.

15. Instead of complying with the payment obligation, the Complainant raised frivolous objections to the contents of the draft Sale Deed. It is submitted that the Complainant had no right to question the draft sale deed without first discharging his obligation of paying the balance sale consideration, and that such conduct reflects a lack of bona fides and an attempt to evade contractual obligations.

16. The Respondent further denies allegations regarding omissions in the draft Sale Deed, stating that the document includes complete and accurate particulars of the promoter, including constitution of the partnership, address, PAN, and particulars of the managing partner. The Respondent asserts that the allegation regarding place of execution is misconceived, because under the Registration Act, 1908, the execution is deemed complete at the time and place of registration, which necessarily occurs at the jurisdictional Sub-Registrar's office by following

all the required process, and therefore stating the registration office as the place of execution is standard practice.

17. The Respondent denied the allegation that link documents or title flow details were omitted, and clarified that the same had been provided in a separate annexure appended to the document thereby complying with the legal requirement of disclosing title particulars. It is further submitted that the Complainant voluntarily executed an Agreement of Sale dated 21-07-2024, wherein the same annexure (Annexure-A) containing the title details was enclosed and duly acknowledged by him.

18. The allegation that the car parking area was not disclosed was also denied, stating that in accordance with Section 2(h) of the Telangana RERA Rules, 2017, the number and location of the parking slots will be made strictly as per applicable rules and regulations, and that there is no legal requirement under the RERA Act, 2016 or the Telangana Rules to mention the exact square footage in the Sale Deed. The allegations regarding omission of TDS reference are also denied, the Respondent had submitted that, as per Section 194-1A of the Income Tax Act, 1961, it is the statutory obligation of the purchaser i.e., the Complainant to deduct tax at source (TDS) at the rate of 1% on each instalment of the sale consideration exceeding 50 lakhs, and to remit the same to the credit of the Central Government. Further, the purchaser is also mandated to furnish the relevant TDS challans (Form 26QB) to the seller/promoter for appropriate credit and record. Despite being fully aware of this obligation, the Complainant failed to comply with the same and has not submitted the necessary TDS challans to the Respondent till date.

19. Allegations regarding omission of jurisdiction of the Registering Officer are also denied, stating that the draft Sale Deed clearly mentions the jurisdictional Sub-Registrar's Office on the first page. The Respondent states that the draft Sale Deed contains a detailed and unambiguous description of the subject flat, including its four boundaries, which are clearly set out in Schedule 'A' & 'B' annexed thereto. The said schedule provides a complete and precise delineation of the flat's location and measurements, in strict conformity with the requirements prescribed under the provisions of the Registration Act, 1908.

20. The Respondent denied the allegation that the draft Sale Deed was prepared unilaterally or that the promoter's office refused to make corrections sought by the Complainant. It is submitted that the draft Sale Deed was prepared in strict adherence to the terms of the Agreement of Sale and in compliance with all applicable statutory requirements, and that the objections raised by the Complainant were examined and found to be legally untenable,

procedurally irrelevant, or lacking any statutory mandate. Therefore, no modifications were warranted or Justifiable. The Respondent contended that the Complainant's conduct was an afterthought intended to frustrate the transaction.

21. The Respondent denied the allegation of unilateral cancellation of the flat, and has stated that the Complainant himself, through an email titled "Last & Final Letter", stated that they would not proceed with the transaction unless certain changes were made to the draft Sale Deed and also sought refund of ₹62,50,000/-, clearly indicating an intention to withdraw. Consequently, the Respondent initiated cancellation as per the Agreement of Sale and informed the Complainant that the flat would be open for sale and refund processed within 90 days after deductions.

22. It is further denied that delay in payment or registration was due to the Respondent; rather, the delay was solely attributable to the Complainant's insistence on unwarranted modifications and failure to make timely payments. It is submitted that as per Clause 7.5 of the Agreement of Sale, in the event of cancellation by the purchaser, the promoter is entitled to deduct certain charges, and that Clause 44 provides for interest at 12% per annum for delayed payments. Accordingly, since the Complainant had withdrawn from the transaction without any fault on the part of the Respondent, the latter was entitled to deduct an amount of ₹15,11,980/- comprising GST amount of ₹3,12,500/-, interest of ₹2,62,565/- and booking amount of ₹9,36,915/-, and to refund ₹47,38,020/- out of the total payment of ₹62,50,000/- after resale of the flat or within ninety days, whichever was later. It was stated that as the flat had not yet been resold, the refund was not due.

23. The Respondent further submitted that acting in good faith and without prejudice to his rights, he offered to refund the full amount of ₹62,50,000 on the condition that the Complainant withdraw the complaint, waive all future claims, and return the original Agreement of Sale. It is stated that on 30.06.2025, the Complainant expressed willingness to withdraw the Complaint and waive any claims for compensation or legal expenses upon receipt of the full amount, while seeking interest as per RERA and RBI norms. Accordingly, on 07.07.2025, the Respondent refunded the entire sum of ₹62,50,000 by RTGS, even though he was legally entitled to deduct ₹15,11,980 as per the Agreement of Sale.

24. It is submitted that, as per the terms and conditions of the Agreement of Sale, there is no clause that entitles the Purchaser to insist that the Sale Deed be drafted strictly in accordance to his personal preferences or specifications. The purchaser cannot seek unilateral

modifications based on his whims or convenience, particularly when the draft Sale Deed has already been prepared in conformity with applicable laws, and has also been approved and uploaded on the official RERA website. The draft reflects standard legal requirements and industry norms, and the Respondent is under no obligation to incorporate changes that are neither mandated by law nor agreed upon under the terms of the Agreement.

25. It is further submitted that the Complainant failed to pay the balance sale consideration within the stipulated timelines as per the Agreement of Sale, and appears to have chosen to exit the transaction due to financial constraints and prevailing market conditions. It is understood that the Complainant, currently employed abroad, and his father, a retired official from the Registration Department, are well-versed with property documentation procedures. Their subsequent objections to the draft Sale Deed are thus clearly afterthoughts, raised only to evade contractual obligations and seek a refund contrary to the Agreement.

26. The Respondent contends that the Complaint constitutes an abuse of legal process, filed with suppression of material facts and misrepresentation of events. The Complainant, having defaulted under the Agreement of Sale, cannot seek relief under RERA, and the Complaint is liable to be dismissed in limine.

27. The Respondent submits that since the entire amount was refunded despite being liable to refund only ₹47,38,020/-, the excess payment of ₹15,11,980/- was made without legal obligation. The Respondent, therefore, files a Counter Claim for recovery of ₹15,11,980/- from the Complainant towards the excess amount paid. The Respondent prayed that the complaint be dismissed with costs and that the counter claim be allowed by directing the Complainant to refund ₹15,11,980 to the Respondent.

D. Rejoinder filed by the Complainant:

28. At the outset the Complainant denies all the allegation and averment made by the Respondent in the counter as false, baseless, immaterial, untenable and frivolous, as the same do not align with the facts on record and appear to be nothing but an afterthought to evade the Respondent's statutory obligations under RERA and the Registration Act and Rules and to avoid payment of interest and compensation legitimately and lawfully due to the Complainant under the Agreement of Sale.

29. The Complainant therefore submits the following rebuttals. The allegation that the Complaint is frivolous, baseless, mala fide or intended to harass is wholly denied since the

Complainant's claims are grounded strictly in the statutory provisions of RERA and the Registration Act and Rules and the requests made by the Complainant regarding the omissions in the draft sale deed relate only to mandatory legal requirements that must be complied with for a valid sale deed under TG RERA and the Registration law and are essential for transparency, transferability, and statutory protection of home buyers. These requests are neither trivial nor optional, nor do they reflect any personal preferences or arbitrary demands.

30. It is submitted that by terming legally mandated requirements as "frivolous," the Respondent has effectively questioned the necessity of compliance with RERA and the Registration Rules, thereby undermining the very legislative framework meant to protect home buyers. The promoter's refusal to incorporate the omissions prejudices not only the Complainant's rights but also reveals the Respondent's disregard for mandatory legal provisions and supports the Complainant's contention that the promoter was unwilling to execute a proper sale deed in accordance with law, thereby forcing the Complainant into an involuntary withdrawal.

31. It is submitted that the Complainant's communication clearly stated that withdrawal would occur only if the Respondent refused to correct the draft sale deed by supplying the omissions, making it a forced and involuntary withdrawal solely due to the Respondent's non-compliance. As per Section 55(d) of the Transfer of Property Act, it is the buyer who is responsible for preparing and tendering the draft sale deed, and in obedience to that provision the Complainant prepared a fresh draft incorporating only the mandatory omissions without altering any other clause. While the Respondent may consider such omissions immaterial, the Complainant, as the purchaser and owner of the deed, considers them necessary to avoid future legal complications especially in the event of a resale where another buyer may object. As a consumer, the Complainant's intention was only to ensure that no fatal defects in the draft sale deed prejudicially affect his rights.

32. It is submitted that the allegation regarding delay in payment is irrelevant since the Respondent himself created a legal impediment by failing to provide a statutorily compliant sale deed draft. Under Section 19(3) of TG RERA Act, the buyer's payment obligations are linked to the promoter's performance, and the Complainant was always ready and willing to make the balance payment immediately upon receiving a proper sale deed draft duly supplying the omissions.

33. It is submitted that before executing the Agreement of Sale dated 21/07/2024, the Complainant had already paid Rs.30,10,000/-, and on 01/09/2024 paid Rs.32,40,000/-, totalling Rs.62,50,000/-, being more than 65% of the sale consideration. Out of this, the promoter adjusted Rs.18,73,830/- as booking advance at 20%, in violation of Section 13 of TG RERA Act, which restricts such advance to 10%. Another Rs.42,16,117/- was adjusted up to the 9th instalment, leaving Rs.1,60,000/- with the promoter. As per the promoter's own demand note dated 21/12/2024, the balance amount was Rs.31,19,150/-, and the Complainant even raised a cheque dated 03-01-2025 for that amount and generated a challan for registration charges, both of which were ready to hand over subject only to approval of the corrected sale deed. When the Complainant handed over his draft on 03-01-2025 in the presence of the promoter's staff, they refused to incorporate any corrections and insisted that he must accept the existing format, since the same draft was being used for all purchasers, and further stated that they might consider discussing with their Managing Director, though offering no assurance. Thus the cheque would have been handed over the same day had the request been accepted.

34. It is submitted that the allegation that the buyer exited due to market conditions or financial constraints is speculative, unsupported and irrelevant, since all communications show the Complainant's readiness to complete payment upon receipt of a proper sale deed. The withdrawal occurred only due to the Respondent's refusal to make statutory corrections and due to the Respondent's own statement that if the Complainant did not accept their unilaterally prepared draft sale deed he must withdraw.

35. The complainant, in rebuttal, has reiterated that upon verification of the draft Sale Deed furnished by the promoter, several legal and procedural deficiencies were noticed, which had already been specifically pleaded in the original complaint. It is submitted that the place of execution of the Sale Deed was incorrectly mentioned as the Registrar Office, Ranga Reddy, whereas in practice the Sale Deeds are executed by the authorized Managing Partner at the promoter's office, Hyderabad, and only presented for registration through a Power of Attorney holder. The distinction between the place of execution and the place of registration was ignored, and mentioning an incorrect place of execution without the buyer's consent is stated to be misleading and untenable. It is further contended that the Sale Deed failed to disclose mandatory particulars relating to the partnership firm, including its registration details and the specific resolution authorizing the Managing Partner to execute Sale Deeds. Such disclosure, along with annexing the resolution, is stated to be compulsory as per the prescribed template under the TG-RERA Rules and is essential to establish the authority of the signatory. The

complainant submits that neither the prescribed description nor the supporting resolution was included.

36. The complainant has also pointed out that mandatory link document references, required under the Registration Act to establish title and chain of ownership, were neither mentioned in the Sale Deed nor appended as an annexure, despite a reference to such an annexure in the draft. Similarly, the Sale Deed allegedly omitted material particulars regarding the car parking space, including its measurements in square feet, though consideration with applicable GST was collected for the same, which is required for transparency and valuation at the time of registration.

37. It is further stated that the complainant never refused to comply with TDS obligations under the Income Tax Act but only insisted that proper TDS references be incorporated in the Sale Deed for mutual record and clarity. According to the complainant, the promoter failed to furnish a corrected and final Sale Deed incorporating these essential details, and only upon such correction would the complainant have provided the TDS challan. Additionally, omissions were alleged with respect to jurisdictional particulars of the registering authority in the property schedule, as well as the boundaries of the flat/apartment, which are mandatory requirements under the Registration Act for proper identification of the property.

38. It is submitted that under the Development Agreement-cum-GPA dated 23-12-2020, the promoter was to complete the project within 36 months from GHMC permission dated 16-09-2020, with 6 months grace, totalling 42 months. Under the Agreement of Sale dated 21-07-2024, the promoter also agreed that timely delivery was the essence, and assured possession with OC on or before 30-09-2024, with penalty for delay, but failed to fulfil this obligation. Though the promoter obtained OC only on 08-02-2025 and informed the Complainant on 19-02-2025, as per Supreme Court rulings the purchaser is not bound to accept delayed possession and may seek refund with compensation. Section 18 of RERA mandates full refund with interest when the promoter fails, and the purchaser is legally entitled to refund with compensation.

39. It is further submitted that despite the promoter's failure, the Complainant visited the promoter's office on 21-12-2024 but received no cooperation. On 01-03-2025, the Complainant met the Managing Partner at the Registration Office and explained the omissions, but was told that they would rectify only after consulting their lawyer and otherwise the Complainant must withdraw and that no response was received despite follow-up messages.

40. It is submitted that the provisions under Section 88 of RERA, including the right to refund with interest and compensation, were also ignored by the promoter. The promoter's counterclaim that the refund was in good faith is false, since refund without deduction is a legal obligation when the promoter is at fault. The Complainant further submits that in spite of repeated emails and personal visits, the promoter failed to provide a corrected draft. Due to this non-compliance and refusal to prepare a proper sale deed, and solely because of the promoter's conduct, the Complainant withdrew subject to full refund with interest.

41. It is submitted that the promoter sent an email on 22-03-2025 stating that cancellation was initiated and refund would take 90 days. The Complainant immediately replied on 23-03-2025 that the 90-day period does not apply since the withdrawal was compelled by the promoter's fault and that refund must be with interest. The Complainant submits that after receiving RERA notice, the promoter's staff repeatedly pressurised the Complainant to withdraw and file a compromise memo and that they would refund full principal amount and requested to waive interest and compensation. On 29-06-2025, the promoter sought bank details and sent a draft compromise memo. On 30-06-2025, the Complainant agreed to withdraw subject only to refund of principal with applicable interest. However, on 07-07-2025 the promoter refunded only the principal and again insisted that the Complainant compromise without claiming interest.

42. In view of the above, the Complainant prays that the counterclaim of the Respondent be dismissed and that interest on the principal amount from 21-07-2024 to 06-07-2025 be awarded as per TG RERA guidelines, and further prays that compensation be granted since the Complainant has suffered significant mental and physical distress.

E. Points to be determined:

43. Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observations of the Authority:

44. This Authority has carefully examined the pleadings, documents placed on record and the submissions advanced by the parties. It is not in dispute that the Complainant booked Flat No.703 in Tower-B of the project "Candeur-40" being developed by the Respondent and that an Agreement of Sale dated 21.07.2024 was executed between the parties governing the terms

and conditions of the transaction. It is also not in dispute that a draft Sale Deed was furnished by the Respondent to the Complainant for the purpose of registration and that the present dispute has arisen primarily on account of objections raised by the Complainant with respect to the contents of the said draft Sale Deed.

45. The Complainant has contended that the draft Sale Deed contained several omissions and deficiencies which, according to him, were contrary to the provisions of the RE(R&D) Act, 2016, the Telangana RERA Rules, 2017 and the Registration Act, 1908, and that the Respondent's refusal to incorporate the suggested changes compelled him to withdraw from the transaction. The Respondent, on the other hand, has consistently maintained that the draft Sale Deed was prepared strictly in accordance with the applicable statutory requirements, and that the objections raised by the Complainant were either legally untenable or not mandated by law.

46. At the outset, this Authority finds it necessary to observe that neither the RE(R&D) Act, 2016 nor the Telangana RE(R&D) Rules, 2017 prescribe any mandatory or uniform format for a Sale Deed. The statutory framework under RERA provides a model format only for the Agreement for Sale, with the object of ensuring transparency at the pre-conveyance stage. The Sale Deed, being an instrument of conveyance, is governed primarily by the applicable laws, and the contractual understanding between the parties. Therefore, the contents and structure of the Sale Deed necessarily flow from the terms agreed between the parties, subject to compliance with general registration requirements and in accord with RE(R&D) Act provisions, and an allottee cannot insist upon incorporation of matters which are not statutorily mandated.

47. With respect to the Complainant's objection regarding non-mention of full particulars of the partnership firm M/s. Candeur Developers & Builders, it is observed that the draft Sale Deed contains the name of the firm, its constitution, address, and details of the authorised signatory executing the document. There is no provision which mandates that registration particulars of the partnership firm or internal resolutions authorising execution must invariably form part of the Sale Deed itself. Such authorisation is a matter of internal governance of the firm and, so long as the execution is by a competent authorised signatory, the absence of such internal documents in the Sale Deed cannot render the conveyance invalid.

48. The Complainant has also objected to the mention of the place of execution as "Registration Office, Ranga Reddy" instead of the promoter's office. In this regard, this

Authority observes that a Sale Deed attains legal validity only upon execution and registration before the jurisdictional Sub-Registrar as required under the Registration Act, 1908. Though the draft may be prepared at the promoter's office, the document is ultimately executed and registered at the Sub-Registrar's Office, as mandated by law. Therefore, mention of the Registration Office as the place of execution does not, by itself, render the Sale Deed defective or illegal.

49. As regards the allegation of omission of link documents or title flow details, it is observed that the title particulars were referenced and annexed, and that the same title documents had already formed part of the Agreement of Sale acknowledged by the Complainant. There is no material placed on record to show that the title documents were withheld or concealed. Mere dissatisfaction with the manner of reference or annexure cannot be equated with non-compliance of statutory requirements.

50. With respect to the allegation regarding omission of reference to TDS under the Income Tax Act, 1961, this Authority observes that deduction and remittance of tax at source under Section 194-IA of the said Act is a statutory obligation cast upon the purchaser. When the Complainant himself has admittedly not furnished the requisite TDS challans evidencing such deduction and remittance, it cannot be expected of the Respondent to incorporate a reference to the same in the Sale Deed. The said omission, therefore, cannot be construed as a deficiency or non-compliance attributable to the Respondent.

51. The objection relating to omission of jurisdictional particulars of the registering authority and boundaries of the flat has also been examined. It is observed that the draft Sale Deed contains schedules describing the subject flat along with its boundaries and reference to the jurisdictional Sub-Registrar. The Complainant has not demonstrated that the property description was vague, ambiguous or incapable of identification for registration purposes.

52. Upon a cumulative consideration of the above, this Authority finds that the objections raised by the Complainant pertain predominantly to drafting preferences and interpretational differences rather than to demonstrable violations of statutory provisions. While an allottee is entitled to clarity and transparency, such entitlement cannot be extended to insist upon a particular drafting format in the absence of a statutory mandate or express contractual stipulation.

53. The material placed on record further indicates that during the pendency of the present proceedings the Respondent refunded the entire amount of ₹62,50,000/- paid by the

Complainant. The Complainant has also acknowledged receipt of the said amount. The grievance that now survives is limited to the claim for interest on the refunded amount, which the Complainant seeks on the premise that the withdrawal from the transaction was allegedly compelled due to the Respondent's refusal to modify the draft Sale Deed. However, as discussed in the preceding paragraphs, this Authority has not found any violation of the provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules framed thereunder in the preparation of the draft Sale Deed by the Respondent. In the absence of any established statutory default or failure on the part of the promoter, the claim of the Complainant that the withdrawal was attributable to the fault of the Respondent cannot be sustained. Consequently, the Complainant cannot claim interest on the refunded amount under the provisions of the RE(R&D) Act, 2016

54. Further, having voluntarily refunded the full principal amount without deductions, the Respondent cannot now be permitted to pursue a counter-claim seeking recovery of any portion thereof. The said refund, having been effected during the pendency of the proceedings pursuant to a mutual understanding between the parties and having been accepted and acted upon by the Complainant, has attained finality between the parties.

55. In the absence of any established violation of the provisions of the Real Estate (Regulation and Development) Act, 2016, and in the absence of proof that the promoter failed to discharge any statutory obligation, this Authority is of the considered view that the Complainant is not entitled to the reliefs sought.

56. Accordingly, this Authority holds that the Complaint is devoid of merit and is liable to be dismissed. The counter-claim raised by the Respondent also does not survive in view of the refund already made and is accordingly rejected.

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

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

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