

TELANGANA REAL ESTATE APPELLATE TRIBUNAL: HYDERABAD

Krishna Hostel, First Floor, Dr. MCR HRD Institute Campus, Road No.25,
MP & MLAs Colony, Jubilee Hills, Hyderabad-500 033.

CORAM: Hon'ble Sri Justice A. Santhosh Reddy, Chairperson.
Hon'ble Sri P. Pradeep Kumar Reddy, Judicial Member.
Hon'ble Sri Vemula Sreekar, Administrative Member.

T.A.No. 12 of 2026

Between:

Sanjeev Mattoo, Block-1, My Home Avatar,
Gachibowli, Hyderabad – 500089.

...Appellant/Complainant

AND

M/S Auro Reality Private Limited,
(Formerly M/s Kohinoor Builders
Auro Reality Private Limited),
21st Floor, Wing 'A', Plot No.1,
Sy.No.83/1, Hyderabad Knowledge
City, Raidurg (Panmatkha),
Hyderabad – 500081.

...Respondent/Promoter

Counsel for Appellant : Mr. Ravinder Sharma

Counsel for Respondent : Mr.L.Venkateswar Rao

Date of Decision : 01.10.2026

ORDER:: (*Per Hon'ble Sri Justice A. Santhosh Reddy*)

This appeal is preferred by the Complainant assailing the Order, dated 11.02.2026, passed by the Telangana Real Estate Regulatory Authority, Hyderabad, (hereinafter referred to as 'the Regulatory Authority'), in Complaint No. 376 of 2025, whereby the learned Regulatory partly allowed the complaint filed by him with the following directions:

(i) The respondent/promoter was directed to execute an Agreement of Sale in favour of the Complainant in respect of Unit No. 504, Jewel Building, Project "Auro Kohinoor", strictly in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (for brevity 'the Act') and the Telangana Real Estate (Regulation and Development) Rules, 2017 (for short 'the Rules').

(ii) The Respondent/Promoter shall take all necessary steps to execute the Agreement of Sale within a period of 15 (fifteen) days from the date of receipt of a copy of the Order.

(iii) The Respondent/Promoter was further directed to strictly comply with the mandate of Section 4(2)(l)(D) of the Act and the directions contained in Circular No. 1558 dated 09.09.2024 issued by the Authority.

(iv) It was further made clear that any non-compliance with the directions issued herein, or any violation of the statutory obligations under the Act and the Rules made thereunder, if noticed upon verification or otherwise, shall render the respondent/promoter liable for appropriate action under Sections 60 and 63 of the Act, in accordance with law.

2. Brief facts of the case, as set out in the complaint filed by the appellant/complainant, are that on the basis of the assurance extended by the authorised representative of the respondent, namely Malik, the complainant booked a Flat being Unit No.504 in jewel building forming part of the respondent's project known as 'Auro Kohinoor', together with all appurtenant amenities, including two parking spaces, situated at Survey No. 41/14, Khanamet Village, Weaker Section Colony, Serilingampalle Mandal, Hyderabad, and paid a token amount of ₹5,00,000/- by way of cheque No.203469, dated 09.10.2024, drawn on Axis bank from the account of his mother. It was stated that the respondent acknowledged the receipt of the said amount and credited the same to the name of the complainant. The respondent's authorized representative further assured the complainant that upon payment of 10% of the consideration (including GST), an Agreement of Sale would be executed in the standard format of the respondent-company in favour of the

Complainant and/or his co-applicants or nominees, thereby enabling him to secure a home loan for payment of the balance sale consideration. It was further stated that the transaction was finalized between the respondent and the complainant for a total sale consideration of ₹2,34,13,851/- (Rupees Two Crores Thirty-Four Lakhs Thirteen Thousand Eight Hundred and Fifty-One Only), inclusive of 5% GST. This was confirmed by the respondent's authorized representative, Mr. Malik, through WhatsApp message, dated 11.11.2024, sent from his mobile number 9154108807. The said message provided a detailed break-up of the agreed sale consideration. The authorised representative thereafter communicated that 10% of the total sale consideration amounted to ₹23,41,385.13. After giving credit for the initial payment of ₹5,00,000/-, the balance amount payable towards the 10% component was stated to be ₹18,41,385.13. Accordingly, the complainant paid a further amount of ₹18,41,386/-, comprising Rs.17,41,386/- through a Cheque No. 203470, dated 19.11.2024, and ₹1,00,000/- through online transfer vide Ref No. IMPS/43381406675, dated 03.12.2024. It was further stated that the respondent shared its standard template of the Agreement of Sale along with a link requiring the complainant to furnish the necessary particulars. The complainant duly completed the details through the link provided.

However, subsequently, the respondent demanded an additional amount of ₹45,00,000/- in cash over and above the agreed sale consideration, and refused to enter into a formal Agreement of Sale. It was further stated that the complainant had always been ready and willing to perform his part of the obligation and had already performed the material obligation of paying 10% of the sale consideration including GST, as per the Act. It was contended that the respondent/s refusal to execute the agreement of sale was illegal and contrary to the statutory obligations imposed upon a promoter under the Act, besides constituting deficiency of service and an unfair trade practice.

3. It was further pleaded by the complainant that his father, Mr. Ashok Kumar Mattoo, had earlier instituted a Complaint No.164 of 2025 before the Authority and in those proceedings, the respondent filed a counter contending that the said Ashok Kumar Mattoo was a third-party having no privity of contract with the respondent and also admitted that the present Complainant (Sanjeev Mattoo) was the allottee of Unit No. 504 and acknowledged that an amount of ₹23,41,386/- had been credited to his name. Consequently, the said Ashok Kumar Mattoo withdrew the said complaint, on 17.06.2025, on the ground that he lacked locus standi. It was further stated that the respondent continued to send project-related

updates to him, including two e-mails received on 13.06.2025, which, according to him, demonstrated that the relationship between the parties continued to subsist. It was stated that the complainant issued a legal notice, dated 16.06.2025, to the respondent by registered post with acknowledgement due as well as by e-mail to various e-mail addresses, calling upon the respondent to forthwith enter into an Agreement of Sale in favour of the complainant and his proposed co-applicants, namely, his father and mother, so as to enable him to secure a home loan and thereafter complete the transaction by registration. The respondent acknowledged receipt of the legal notice through e-mail on 16.06.2025, though the registered postal article was returned with an endorsement 'no such person in the address'. According to the complainant, despite receipt of the legal notice, the respondent failed to execute the Agreement of Sale. Finally, the complainant made an alternative prayer for refund of the part sale consideration without prejudice to the main prayer, in view of various judgments of the Hon'ble Supreme Court regarding alternative prayers for refunds. Therefore, the complainant sought the following reliefs before the Regulatory Authority:

- (i). A direction to the respondent to execute an agreement of sale in favour of the complainant and his co-applicants

viz., his father and mother, in respect of the aforesaid flat being Unit No.504, Jewel Building in Kohinoor project together with all appurtenant amenities, including two parking spaces, thereby enabling the complainant to secure a home loan for payment of balance sale consideration and thereafter obtain registration of the sale deed in accordance with law.;

(ii). In the alternative, and without prejudice to the principal prayer, if execution of the agreement of sale was not possible, a direction to the respondent to refund the part sale consideration amount of Rs.23,41,386/- to the complainant, together with interest at the rate of 18% per annum.

4. Respondent/promoter filed a Counter-affidavit, *inter alia*, contending that it was a company incorporated under the Companies Act and engaged in the business of real estate development and was represented by its authorized signatory, Ajit Varma. It was contended that the respondent was the absolute and lawful owner of the land admeasuring Ac.25-00 situated at Khanamet Village, Serilingampally Mandal, having acquired the same through a registered Deed of Conveyance in 2017. The said land was proposed to be developed as a residential project known as 'Kohinoor', for which the Greater Hyderabad Municipal Corporation (GHMC) had sanctioned the requisite approval

vide building permit dated 30.04.2021. The project was also stated to have been duly registered with the Telangana Real Estate Regulatory Authority. The respondent stated that the complainant had expressed interest in purchasing a residential unit, pursuant to which the respondent issued an e-mail, dated 08.10.2024, allotting Flat No. 504, Tower B-6-Jewel. It was further stated that the initial amount of ₹5,00,000/- was paid on 11.10.2024 not by the complainant, but by a third-party entity known as, 'Bright Saffroi', represented by its Proprietor, Nancy Mattoo. The respondent asserted that it had furnished an apartment cost sheet to the complainant, evidenced by a WhatsApp message, dated 04.11.2024, wherein the total sale consideration was stated to be ₹2,81,38,845/- plus GST. It was further submitted that subsequent payments of ₹17,41,386/- and ₹1,00,000/- were also made by 'Bright Saffroi' on 21.11.2024 and 03.12.2024 respectively. Thus, the total part payment received was ₹23,41,386/-, all of which, had been paid by a third-party. The respondent sent an e-mail, on 03.12.2024, calling upon the complainant to commence the booking process by accessing a link and submitting the requisite KYC documents such as Passport, PAN Card, and Aadhar Card. However, the complainant failed to respond or furnish the necessary documents. The respondent contended that there was

considerable confusion concerning the identity of the proposed purchaser. It was further stated that, on 03.12.2024, the complainant's father, Mr. Ashok Kumar Mattoo, had sent an e-mail expressing his desire to book the unit in his own name and stating that the amounts had been paid from his wife's account, namely, the account of Nancy Mattoo and sought refund of the amount to the same account. According to the respondent, while the booking stood in the name of the complainant and the payments had been made by Bright Saffroi, the refund was being sought by the father of the complainant. In the absence of any confirmation from the complainant and in the absence of consent from Bright Saffroi for refund, the respondent stated that it could not process the request. It was submitted that in continuation of the transaction, it shared a draft Sale Agreement through WhatsApp on 11.02.2025 for the complainant's consideration and inputs, to which there was no response. Instead, by WhatsApp message, dated 13.02.2025, the complainant requested the respondent to wait, stating that there was confusion within the family as to whether the unit should be booked in the name of his father, mother or both. The respondent also referred to the complainant's statement that the family had purchased another flat in 'Avatar', as well as the complainant's proposal to purchase a smaller unit, which

ultimately did not materialize. The respondent, therefore, contended that the complainant had neither completed the booking formalities nor furnished the requisite documents and had failed to respond to the draft agreement. It was further stated that the father of the complainant, Ashok Kumar Mattoo, issued a legal notice on 05.03.2025 seeking refund of the booking amount with interest at 18% per annum and cancellation of the booking and subsequently he filed a complaint No. 164 of 2025 seeking execution of the Agreement of Sale and possession, notwithstanding, his earlier demand for refund. The respondent filed a counter in those proceedings, following which Mr. Ashok Kumar Mattoo withdrew the complaint, on 17-06-2025, admitting that he had no privity of contract with the respondent. It was vehemently submitted that the complainant, in collusion with his father, had devised a scheme to reduce the agreed sale consideration. The respondent denied the complainant's allegation that the deal had been finalized for ₹2,34,13,851/- inclusive of GST. According to the respondent, the actual agreed price was ₹2,81,38,845/- plus GST. It was alleged that the Complainant had deliberately manipulated and altered the WhatsApp electronic record so as to insert the date 11.11.2024 and a lower sale consideration. It was contended that such manipulation of electronic records amounts to

violation of the Information Technology Act and constituted an abuse of the process of law. The respondent specifically denied the allegation that it had demanded ₹45 Lakhs in cash. It was submitted that any delay in completion of the transaction was attributable to the complainant and his father, who had vacillated between seeking refund or execution of the agreement of sale. The respondent contended that the legal notice, dated 16.06.2025, issued by the complainant had been duly replied to on 27.06.2025. It was also alleged that the complainant thereafter ceased communication, permitted his father to initiate litigation, and after withdrawal of the earlier complaint instituted the present proceedings raising substantially similar allegations, but seeking different reliefs. The respondent asserted that the complainant had failed to perform his own obligations, including completion of the booking form and submission of the requisite documents and could not consequently attribute the delay to the respondent. However, without prejudice to its rights and contentions, the respondent expressed its readiness to refund the amount of ₹23,41,386/- along with interest at the SBI Marginal Cost of Lending Rate (MCLR) + 2% as contemplated under the RERA provisions, in order to bring the dispute to an end and treat the transaction as null and void.

Therefore, the respondent prayed for dismissal of the complaint with exemplary costs.

5. The Complainant filed a rejoinder to the Counter-affidavit submitted by the respondent, disputing the allegations and contentions raised by the respondent. The complainant specifically denied the respondent's contention that the agreed sale consideration was ₹2,81,38,845/- plus GST. According to him, the respondent initially shared an offer price sheet, on 04.11.2024, mentioning a price of ₹2,81,38,845/- plus GST, but the same was thereafter subjected to negotiations. Consequently, the respondent's authorized representative, Malik Ruman, communicated the finally negotiated and mutually accepted consideration of ₹2,34,13,851/- inclusive of 5% GST through a WhatsApp message, dated 11.11.2024, sent from his mobile number 9154108807. The complainant stated that the respondent and its authorized representative had tampered with the WhatsApp conversation filed before the Regulatory Authority by deleting the particular message sent at 04:26:26 P.M on 11-11-2024, which, according to him, confirmed the lower agreed price and to substantiate the same, he had produced the true and correct exported chat along with the requisite Certificate under Section 63 of the Bharatiya Sakshya Adhiniyam and had

also offered to produce the physical device containing the relevant electronic record. It was further stated that the subsequent payments were made only after the agreed consideration of ₹2,34,13,851/- had been confirmed through the said WhatsApp message on 11.11.2024. The complainant pointed out that the total amount paid i.e., ₹23,41,385.13, corresponded exactly to 10% of the lower agreed consideration of ₹2,34,13,851/-, as indicated by the respondent's representative. According to the complainant, if the price were indeed ₹2.81 Crores as claimed by the respondent, the payment made would not constitute the requisite 10% of the sale consideration. It was further stated that since the respondent had shared a draft Agreement of Sale after receiving the said amount, such conduct demonstrated that the respondent had treated the payment as constituting the requisite 10% booking amount based on the basis of the lower agreed price. The complainant further stated that payments made through his mother's account were accepted by the respondent without demur and were credited to the complainant's account. Regarding the booking formalities, the complainant submitted that he had filled out the online form and furnished the documents sought by the respondent. It was alleged that the respondent refused to acknowledge such compliance only because he had declined to accede to

the illegal demand for an additional amount of ₹45,00,000/- in cash. It was contended that the alleged cash demand was the principal reason for the respondent's refusal to proceed with the execution of the agreement of sale. The complainant reiterated that his father, Mr. Ashok Kumar Mattoo, had no privity of contract with the respondent and contended that the sharing of the draft Agreement of Sale itself demonstrated that the identity of the purchaser and the material terms of the transaction were sufficiently clear. It was stated that the WhatsApp chat, supported by the statutory certificate and the offer to produce the original device, constituted material evidence for determination of the dispute concerning the agreed sale consideration. It was prayed that in view of the tampering of evidence by the respondent and the consistency of the complainant's payments with the lower agreed price, the complaint be allowed.

6. After hearing the learned Counsel appearing for the complainant as well as the learned Counsel appearing for the respondent and upon perusing the entire material available on record, the learned Regulatory Authority, vide impugned order, dated 11.02.2026, partly allowed the complaint filed by the complainant, as stated supra.

7. Being aggrieved by the aforesaid order of the learned Regulatory Authority, dated 11.02.2026, the appellant/complainant filed the present appeal.

8. We have heard the learned Counsel appearing for the appellant/complainant as well as the learned Counsel appearing on behalf of respondent/promoter and have gone through the entire material placed on record along with written submissions submitted by the respective parties.

9. In view of the rival submissions and the material placed on record, the point that arise for consideration in this appeal is as under:

Whether the impugned order, dated 11.02.2026, passed by the learned Regulatory Authority is sustainable in law?

POINT ::

10. Admittedly, the appellant/complainant had booked a Flat being Unit No. 504, Tower B6-Jewel building in the project of the respondent/promoter known as 'Auro Kohinoor' situated at Survey Nos. 41/14, Khanamet Village, Weaker Section Colony, Serilingampalle Mandal, Hyderabad, and pursuant to which the respondent issued an *e-mail* and a Welcome letter, dated 08.10.2024, allotting the said Flat. According to the appellant/complainant, he had paid a sum of

Rs.5,00,000/- towards Flat booking amount, vide cheque No.203469, dated 09.10.2024, drawn on Axis Bank from the account of his mother, whereas the respondent in his counter stated that an initial amount of Rs.5,00,000/- was paid on 11.10.2024 by a third-party entity, 'Bright Saffroi', represented by its proprietor Nancy Mattoo, but not directly by the complainant.

11. It is the contention of the learned Counsel appearing for the appellant/complainant that the total sale consideration of the subject Flat was agreed between the appellant/complainant and respondent/promoter at Rs.2,34,13,851/- inclusive of 5% GST and the same was communicated to the complainant by the respondent's authorized representative, Malik Ruman, through WhatsApp message, dated 11.11.2024, from his mobile No.9154108807, wherein a detailed break-up of the agreed sale consideration including GST was given.

12. On the other hand, it is the contention of the learned Counsel appearing for the respondent that the appellant and respondent had finalized the transaction for the subject Flat for a total sale consideration of Rs.2,81,38,845/- plus GST and the same was also reflected in the apartment cost sheet sent by the respondent to the appellant vide his WhatsApp message, dated 04.11.2024 at 23:55.

13. Before advertizing to the merits of the case, it is necessary to examine the statutory obligations cast upon a promoter under the Act and the Rules.

14. Under Section 4(2)(g) of the Act, a promoter, while making an application for registration of a real estate project, is required to submit, *inter alia*, the proforma of the allotment letter proposed to be signed with the allottees. Similarly, Rule 3 of the Telangana Real Estate (Regulation and Development) Rules, 2017 requires the promoter to furnish the information and documents including the names and addresses of its Directors/Partners, their telephone numbers and e-mail addresses through which official correspondence is to be communicated. The statutory scheme therefore places obligations upon the promoter to maintain transparency in the allotment process and to clearly record and communicate the terms governing the proposed allotment.

15. In the present case, the material placed before us indicates that no formal allotment letter, in the prescribed form, was issued by the respondent/promoter in favour of the appellant/complainant. Instead, the total sale consideration of Rs.2,34,13,851/- was communicated to the appellant through electronic correspondence emanating from a person who was representing the respondent/promoter. Acting upon the said

communication, the appellant paid an amount of Rs.23,41,386/- which, constituted 10% of the agreed sale consideration communicated to him. Significantly, the amount so paid was received and accepted by the respondent. The subsequent stand of the respondent is that the sale consideration communicated through the said electronic correspondence was not the correct consideration and that the amount paid by the appellant did not constitute 10% of the actual sale consideration. This subsequent stand has to be examined in the light of the respondent's own conduct in accepting the payments made pursuant to the communication in question and in the absence of a formal allotment letter recording the agreed terms of the transaction. The respondent cannot, having accepted the payment made pursuant to a communication emanating from a person representing it, subsequently disown the contents of that communication without satisfactorily explaining the circumstances in which the communication came to be issued and the payment came to be accepted. Under these circumstances, the learned Regulatory Authority failed to apply the doctrine of Promissory estoppel and the principle of legitimate expectation and as such the impugned finding defeats the consumer-protective object of the Act.

16. The respondent's contention is that the actual sale consideration was ₹2,81,38,845/- plus GST, whereas the appellant relies upon the subsequent communication dated 11.11.2024 stating the consideration to be ₹2,34,13,851/- inclusive of 5% GST. This dispute concerning the sale consideration is undoubtedly a material issue. However, while determining the same, the learned Regulatory Authority was required to examine the respondent's own statutory obligations, including its obligation concerning issuance of the allotment letter. The absence of a formal allotment letter assumes considerable significance in the facts of the present case. Had the respondent/promoter issued an allotment letter in the prescribed form containing the sale consideration and other material terms of the transaction, the dispute concerning the terms of allotment could have been examined primarily with reference to that document. However, where the respondent/promoter itself failed to issue the prescribed allotment letter and instead permitted the transaction to proceed on the basis of electronic communications from a person representing it, the respondent/promoter cannot, merely after receiving the payment, seek to disassociate itself from such communication. If the respondent's case is that the person who communicated the sale consideration had no authority to communicate such consideration, the

same required proper explanation by the respondent, particularly because the payment made pursuant to that communication was admittedly received by the respondent. The respondent has not, on the material presently considered, demonstrated that it had contemporaneously repudiated the said communication or informed the appellant that the sale consideration mentioned therein was incorrect before accepting the subsequent payment.

17. The appellant relies substantially upon the WhatsApp communication dated 11.11.2024, which, according to him, records the final negotiated consideration of ₹2,34,13,851/- inclusive of GST. The respondent, on the other hand, disputes the authenticity and correctness of the said communication and alleges manipulation of the electronic record. The issue, therefore, has to be examined with reference to the entirety of the material placed on record and not in isolation.

18. One significant circumstance relied upon by the appellant is that the total amount paid by him, namely ₹23,41,386/-, corresponds substantially to 10% of the consideration of ₹2,34,13,851/- communicated by the respondent's representative. The appellant further relies upon the subsequent conduct of the respondent in sharing the draft Agreement of Sale after receiving the said amount.

19. It is evident that in the aforesaid WhatsApp message, dated 11.11.2024, sent by the authorized representative of the respondent viz., Malik Ruman, from his Mobile No.9154108807, to the appellant/complainant, a detailed break-up of the agreed sale consideration including GST was given and as a follow-up of the earlier discussion, the aforesaid representative of the respondent indicated the total value including GST at Rs.2,34,13,851.13 and 10% of the total sale consideration including GST at Rs.23,41,385.13 and after acknowledging the already paid amount of Rs.5,00,000/-, he had indicated Rs.18,41,385.13 as the due of the 10% component for entering into the agreement of sale. Admittedly, the appellant/complainant has paid the said amount of 18,41,386/- comprising Rs.17,41,386/- through cheque No.203470, dated 19.11.2024, drawn on Axis Bank and Rs.1,00,000/- through online transfer vide Ref No. IMPS 43381406675, dated 03.12.2024. The receipt of the said amount by the respondent is not in dispute. It is on record that the respondent thereafter shared its standard template of the agreement of sale, on 11.02.2025, along with a link requiring the appellant to furnish necessary particulars and as such he duly completed the details through the link provided. Thus, the amount of Rs.23,41,385 paid by the appellant/complainant corresponds substantially to 10% of

the agreed sale consideration of Rs.2,34,13,851/-, as indicated by the representative of the respondent. If the total sale consideration of the subject Flat was indeed Rs.2,81,38,845/- as claimed by the respondent, the payment made would not constitute the requisite 10% of the agreed sale consideration. The WhatsApp communication read with surrounding correspondence and conduct of parties constitutes evidence of the agreed sale consideration, and the respondent is bound by the representation made about the total sale consideration of Flat as Rs.2,34,13,851/- Therefore, we are of the considered view that the appellant had paid the 10% of the agreed sale consideration to the respondent.

20. At the same time, the respondent's contention regarding the earlier cost sheet showing a higher consideration and its allegations concerning the identity of the purchaser and completion of booking formalities also form part of the record and require consideration in their proper perspective.

21. The material on record demonstrates that the transaction was conducted substantially through electronic communications and that payments were made from an account associated with the complainant's family, though the respondent contends that the payments were made by

a third-party entity, Bright Saffroi. The respondent admittedly accepted the payments.

22. The appellant/complainant asserts that he had completed the requisite formalities and that the transaction was prevented from progressing because of the respondent's alleged demand for an additional cash amount of ₹45,00,000/-. The respondent categorically denies such demand and attributes the inability to complete the transaction to the complainant's failure to furnish necessary documents, uncertainty about the identity of the proposed purchaser, and the subsequent actions of the complainant and his father. These rival assertions must be assessed against the documentary and electronic material available on record.

23. The essential question is not merely whether the electronic communication relied upon by the appellant is genuine in isolation, but whether, in the circumstances of the case, the respondent can rely upon the absence of a formal allotment letter and its own subsequent version of the sale consideration after having accepted the payment made pursuant to the communication issued on its behalf. The statutory obligation to furnish the allotment letter is cast upon the respondent/promoter. The appellant/allottee cannot be expected to bear the consequences of the promoter's failure to comply with a statutory requirement imposed upon

it. In our considered view, the learned Regulatory Authority did not adequately examine the dispute from the perspective of the statutory obligations imposed upon the promoter under the Act and the Rules. In the absence of a formal allotment letter, the electronic communication relied upon by the appellant cannot be brushed aside without examining the surrounding circumstances, including the subsequent payments, their quantum, the respondent's acceptance thereof and the subsequent sharing of the draft Agreement of Sale.

24. The learned Regulatory Authority has erred in giving undue significance to the initial cost sheet, which is nothing but a mere offer. Even the initial cost sheet did not have any stamp or signature of any party nor was it on the letter head of the respondent. Further, the learned Regulatory Authority erred in considering a mere communication of an offer of Rs.2,81,38,845/- plus applicable GST as the only legally recognisable and binding sale consideration between the parties. In contract law, a mere communication of an offer is not a binding contract. Even if WhatsApp communication is not treated as a concluded contractual agreement, the respondent is estopped from resiling from the representation regarding the price as the representation was apparently made by his authorized representative and was acted upon by the

appellant to purchase the Flat for Rs.2,34,13,851/- and paid 10% sale consideration of Rs.23,41,386/-. The said circumstances and broader consideration of fairness and justice, we are of the considered opinion that the appellant has proved that the agreed sale consideration of flat was Rs.2,34,13,851/- and that the respondent has failed to file any piece of evidence to show that the appellant/complainant had, in fact, agreed to Rs.2,81,38,845/- plus applicable GST, as the total sale consideration of the subject Flat.

25. For the aforementioned reasons, we are of the considered view that the appellant/complainant has been successful in demonstrating on the basis of the documentary and electronic evidence that the agreed sale consideration of the subject flat is Rs.2,34,13,851/- inclusive of 5% GST and that he had paid 10% of the said amount. Therefore, the respondent/promoter is liable to execute the agreement of sale in favour of the appellant/complainant and/or any of his blood relations, as permissible under the Act, for Rs.2,34,13,851/- inclusive of 5% GST in respect of the subject Flat being Unit No.504 in Jewel Building in 'Kohinoor', project along with all appurtenant amenities including two parking spaces, strictly in accordance with the provisions of the Act and Rules.

26. In the result, the appeal is allowed and the impugned order, dated 11.02.2026, passed by the learned Regulatory Authority in Complaint No.376 of 2025 is hereby set aside, with the following directions:

(i) The respondent/promoter is hereby directed to execute an agreement of sale for a total sale consideration of Rs.2,34,13,851/- inclusive of GST in favour of the appellant/ complainant and/or any of his co-applicants viz., his father and mother, in respect of the subject Flat being Unit No.504, Jewel Building in Kohinoor project together with all appurtenant amenities, including two parking spaces, within a period of 60 (Sixty) days from the date of receipt of a copy of this Order, strictly in accordance with the provisions of the Act and Rules.

(ii) The respondent/promoter is further directed to comply with the mandate of Section 4(2)(1)(D) of the Act.

(iii) It is further made clear that any non-compliance with the aforesaid directions, the respondent/promoter is liable for appropriate action under Section 64 of the Act.

(iv) There shall be no order as to costs.

Pending miscellaneous applications, if any, shall stand closed.

Registry is hereby directed to transmit a copy of this order to the parties and the Regulatory Authority as per section 44 (4) of the Act.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

VEMULA SREEKAR
(ADMINISTRATIVE MEMBER)

01.10.2026
GSN



ORDER:: (*Per Hon'ble Sri P. Pradeep Kumar Reddy*)

I respectfully concur with the order of the Hon'ble Chairperson and would like to add to the same the following:

1. The present appeal germinates from the directions of the order of the Regulatory Authority dated 11.02.2026 in Complaint No. 376 of 2025 as mentioned earlier. One among these directions was the execution of Agreement of Sale by the promoter. Aggrieved by the same, the Appellant approached this Tribunal seeking the following:
 - (i) To set aside the finding of the Hon'ble Authority that the binding sale consideration is Rs.2,81,38,845/- plus GST and not Rs.2,34,13,851/- inclusive of GST;
 - (ii) To direct the respondent to execute agreement of sale with the Appellant and his co applicants viz., his father and mother with respect to the aforesaid flat being Unit No.504 in Jewel Building in Kohinoor project along with all pertaining amenities including 2 nos. parking lots, thereby as a natural corollary, enabling the Appellant to secure home loan for payment of balance amount and get the sale deed registered as per law;

- (iii) Alternatively, without prejudice to the above prayer, in any event if the above prayers are not possible to be granted, then direct the Respondent to refund the part sale consideration amount of rs.23,41,386/- (Rupees Twenty-Three Lakhs Forty-One Thousand Three Hundred and Eighty-Six only) to the Appellant along with interest at the rate of 18% per annum.
2. For a better understanding, it would be apt to get a glance of the promoter obligations and the conditions imposed by the Regulatory Authority for registration of the present project which are as follows:
3. Project Details as per Certificate and conditions in Form C:

Project Registration Number: **P02400002867**

Project Name: **Kohinoor Phase II**

Obligations of Promoter	Furnished/Not furnished Complied/Not Complied
Providing details of Registration granted by the Regulatory Authority	Complied
Disclosure of encumbrances on the project land	Furnished
Project Location along with boundaries including the latitude and longitude of the end points of project ¹	Not furnished.

¹ Section 4(2)(f) of The Act

Deposit of 70% of the amounts realised by the Promoter in a separate bank account	No details furnished
Proforma of Agreement of Sale ²	Not furnished
Execution of registered Agreement of Sale on deposit of 10% consideration ³	Not complied
Proforma of allotment letter ⁴	Not furnished
Proforma of conveyance deed to be signed with allottees	Not furnished

4. The preliminary issue in the case being non-execution of agreement of sale despite collecting 10% of the total sale consideration, as mandated by Section 13 of the Act would definitely attract penal consequences. It is not disputed as to the amount paid by the allottee to the promoter. The only thing is as to what the actual total sale consideration is for the unit in the project for which payments were being made by the allottee.

5. As observed by the Hon'ble Chairperson, there is no formal allotment letter issued to the Appellant by the Respondent/Promoter, which specifies the amount of

² Rul1 38 of Telangana State Real Estate (Regulation and Development) Rules, 2017

³ Section 13 of The Act

⁴ Section 4(2)(g) of The Act

consideration and the payment break down. Hence the actual consideration for the allotment of the unit is to be determined from the communications made between the Appellant and the Promoter (representative). Accordingly, the Whatsapp communication between the Appellant and the Promoter gives an understanding that the actual consideration for the unit in the project is Rs.2,34,13,851.13/- for which Rs. 23,41,386/- amounting to 10% was already paid by the Appellant.

6. On the payment of 10% consideration, the Section 13 of the Act comes into play which mandates the execution of a registered Agreement of Sale by the Promoter with the Allottee, the non-compliance of which would definitely attract the penal consequences under the Act. There cannot be any arbitrary demand by the Promoter beyond the prior agreed terms of the allotment. The demand by the Promoter for an additional amount of Rs.45 lakhs after payment of Rs.23,41,386/- for execution of Agreement of Sale is a clear violation of Section 13 of the Act.
7. I afraid of the stand taken by the promoter to discard the accrued right of the allottee in getting the execution of registered agreement of sale, who has paid a substantial amount over and above the

permissible amount, in accordance with Section 13 of the Act. Despite the observations in the impugned order dated 11.02.2026 at Para No. 48 referring to Section 13 of the Act, the Regulatory Authority failed to direct for execution of the Agreement of Sale at the agreed amount which was already paid by the Appellant. The Regulatory Authority seems to have taken a lenient view to make an arrangement for getting registered an Agreement of Sale, and the promoter did not comply with the same nor preferred an appeal, except contradicting the case of Appellant which is not backed by the supporting material documents.

8. Further, the promoters are under a statutory obligation to regularly web-update all the project specifications, exact metes and bounds, layout configurations, and structural changes on the portal of the Regulatory Authority. After perusing the details of the project as available per the records of RERA, it is found that various required information/disclosures were found missing as follows:

- No insurance obtained for the project.
- No fire safety certificate obtained from the respective department.

- Required proforma of allotment letter, agreement of sale not furnished/provided.
- The geographical location of the project land along with the coordinates of latitude and longitude was not provided.

9. The promoter utterly failed to provide all these details as required under the Act, and rules and regulations thereof. In the first place, I am of the view that the promoter did not submit the required details while submitting the application form to the Regulatory Authority and hence, the same were not reflected on the online RERA records for the present project. I am also surprised as to how Regulatory Authority have granted the registration to the project when these mandatory details were missing in the application form itself. I am of the view that there is no transparent process adopted by the Regulatory Authority while granting the Registration Certificate.

10. For the above violations, the inaction on the part of the Regulatory Authority, in my considered view, is not a simple error but a serious one. The enactment of the present Act by the Parliament being a beneficial legislation, the powers of the Regulatory Authority or the Appellate Tribunal are not fettered in seeking compliance of the mandatory obligations of the promoter as provided under the Act.

11. Further, in the present case, it was stated that the project is located at Sy No. 41/14, Khanamet Village, Serilingampally, Ranga Reddy District, but the promoter failed to explain as to without there being a certificate of conversion of land usage, how the certificate of registration was granted.
12. All the above happenings in the present case make it crystal clear that the promoter repeatedly failed in keeping up the promise as made to the Appellant-prospective buyer herein. It is quite clear, the balance of convenience is totally in favour of the Appellant in view of the substantial documentary evidence i.e., the Whatsapp chat between the nominee of the Promoter (Marketing incharge) and the Appellant, which is not even materialized beyond period which is not in dispute nor deferred by the promoter in the counter.
13. Applying the settled principles of consumer protection, contractual fairness, and transparency as reiterated by the Hon'ble Supreme Court in *DLF Homes Panchkula Pvt. Ltd. v. D.S. Dhanda*⁵, developers cannot hide behind arbitrary cost modifications or fail in their disclosure duties without attracting severe legal consequences. Suppressing accurate project parameters or altering

⁵ (2019) 8 SCC 751

foundational land metrics without statutory portal updates vitiates the registration compliance.

14.If the promoter, in any event, delay the obligation as observed in pre-paras, as noticed upon verification by me as a Judicial Member of the Tribunal, would be liable for appropriate action under Section 64 of The Act, which may reach upto 10% of the cost of the project.

15.To ensure holistic regulatory oversight, the Registry is hereby directed to mark a copy of this order to the local authorities to verify further as per the Telangana Building Rules, 2012 and the applicable fire norms for compliance. It is for the competent authority to visit the area of the project in line with compliance of the conditions, take appropriate steps for strict compliance of the permissions accorded by GHMC, fire safety, as per the applicable law and also as per the guidelines of the Hon'ble Supreme Court in *Rajendra Kumar Barjatya & Anr. vs U.P Avas Evam Vikas Parishad & Ors.*⁶.

16.I hope and trust, the Secretary, TG RERA, if not initiated an action forthwith to initiate an action as guided by the directions of the impugned order dated 11.02.2026, as efflux of time lapsed. It is needless to say, uninfluenced by this order, appropriate action to be

⁶ 2024 INSC 990

initiated by giving reasonable opportunity to the promoter as per the procedural laid down under the Act and the rules made therein.

17. The promoter shall file a comprehensive compliance report confirming adherence to the project metes & bounds, and land classifications before this Tribunal through The Secretary, TG RERA.

ORDER

- i. The respondent/promoter is directed to execute the Agreement of Sale for the total sale consideration of Rs.2,34,13,851.13/-, within 60 days from the date of receipt of this order.
- ii. The respondent/promoter is hereby directed to comply with the mandatory disclosures under Section 4(2)(f) of The Act on the official web-portal within the stipulated timeframe upon obtaining the same from time to time as provided under the functions and duties of promoter under Section 11 of the Act.
- iii. The Secretary, TG RERA, shall monitor the compliance of this order and place the same on record of this Tribunal for verification, after approval from the Chairman of TG RERA.
- iv. The Registry of this Tribunal is directed to mark a copy of this order to the parties concerned i.e., the Appellant, Respondent,

TG RERA, Greater Hyderabad Municipal Corporation, Fire Safety Department of the concerned area in compliance of Section 44(4) of the Act.

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

LR copy marked.

