BEFORE TELANGANA STATE REAL ESTATE REGULATORY AUTHORITY

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

COMPLAINT NO. 270 of 2024

20th Day of November 2025

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

Vamshidhar Mothipali S/o M. Chandrasekhar
Rep by GPA Holder M. Chandrashekar
(R/o, H.No. 1-11-126/10, Shamla Buildings, Begumpet
Hyderabad, Telangana-500 072)

…Complainant

Versus

M/s. Aditya Constructions Company Pvt Ltd.
Rep by its director Mr. Thota Satya Narayana.
(Aditya Mansion, Plot No. 29/A, Road No. 5,
Jubilee Hills, Hyderabad, Telangana – 500 033)

…Respondent

The present matters filed by the Complainants herein came up for hearing before this Authority in the presence of the learned counsel for Complainant Maheedhar Puppala and learned Counsel for Respondent P.V. Aruna Kumari, upon hearing submissions made by both parties, and the matter reserved over for consideration till this date, this Authority passes the present Complaints **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 "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 respectfully submits that the Respondent Company is a Private Limited Company incorporated under the Companies Act, 1956, which has taken land for development from one M/s Savera Constructions Private Limited and Mrs. C. Kasthuri Bai, who claim to be the joint-owners of the land admeasuring Ac. 10.00 guntas situated in Sy. No. 78 at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District. The Respondent Company, represented by its Director, entered into a Development Agreement-cum-General Power of Attorney dated 01.01.2012. Under the said Development Agreement, the Respondent Company/Developer agreed to develop a multistoried residential apartment complex under the name and style of "Aditya Capitol Heights" (hereinafter referred to as the "Project").

4. The Complainant submits that based on the Respondent Company's prospectus and representations by its sales and marketing personnel, the Complainant intended to purchase Flat No.1107, 11th Floor, B-Block, admeasuring 2,125 sq. ft., with two car parking spaces and an undivided share of 49.06 sq. yards situated at land admeasuring Ac.. 10.00 guntas in Sy. No.78, Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District. That the Respondent Company offered to sell the said flat for a total sale consideration of Rs. 1,02,62,500/-.

5. Accordingly, the Complainant entered into an Agreement of Sale dated 23.03.2018 and as on the date of the Agreement, the Complainant paid an amount of Rs.85,55,367/-, out of which Rs.11,26,250/- was paid directly as advance, and Rs.74,29,117/- was disbursed by PNB Housing Finance Limited under a Tripartite Agreement dated 20.02.2018 and thus, 2nd Respondent has received a total sum of Rs.85,55,367/- from the Complainant towards the purchase of the scheduled flat.

6. That under Clauses 4 and 5 of the Agreement of Sale dated, the Respondent Company offered a "Pre-EMI Payment Scheme," which the Complainant opted for. As per the scheme, the Respondent Company undertook to pay the EMI amounts to the Bank on the disbursed loan until completion of the flat, after which the Complainant would commence EMI payments. However, the Respondent Company has failed to honour its obligation to pay the Pre-EMIs as agreed.

7. That, under the Pre-EMI Scheme, the Respondent Company was obligated to pay the EMIs to PNB Housing Finance Limited. However, the Respondent has failed to pay even a

single rupee towards the Pre-EMI obligation. Meanwhile, PNB Housing Finance Limited continues to claim an EMI amount of Rs. 74,000/- (Rupees Seventy-Four Thousand only) per month from the Complainant.

8. That upon raising concerns through emails dated between 02.05.2018 and 24.08.2018, the Respondent Company provided evasive replies, falsely claiming that the Pre-EMI amounts would be adjusted towards GST payments, even though Complainant states he has paid more than the applicable GST as per the rules in force till date in the name of Pre-EMI and the Complainant has paid an amount of Rs. 26,62,436/- (Rupees Twenty Six Lakhs Sixty Two Thousand Four Hundred and thirty six only) by way of Emis till date.

9. That the Agreement of Sale was drafted in a misleading and one-sided manner, without providing any specific timeline or assurance for the completion and delivery of possession of the flat. Despite a lapse of over six years from the date of the agreement. The Respondent Company has neither completed the construction nor obtained the Occupancy Certificate.

10. That construction has progressed at an extremely slow pace, and the Respondent Company has failed to take concrete steps to complete and hand over the flat. The original building permission granted by GHMC vide File No. 38072/30/04/2013/HO, Permit No. 40195/HO/WZ/Cir-12/2015 dated 19.03.2015, expired in March/May 2020. The Complainant is unaware of any valid extensions. Moreover, the Respondent Company has obtained revised building permissions without obtaining consent from the flat owners, in clear violation of the provisions of the RERA Act.

11. That he was induced into executing a Tripartite Agreement with the Bank and the Respondent Company for the disbursement of loan amounts, without being provided any specific commitment on the date of delivery of possession.

12. That, as per Clause 17 of the Agreement of Sale, the Respondent Company had assured that the land on which the project was being constructed was free from all encumbrances and has a marketable title. However, the Complainant subsequently discovered that the land, bearing the relevant Survey Number, is included in the prohibited list under Section 22-A of the Registration Act, 1908, as per the records of the Stamps and Registration Department, State of Telangana. Further, the said Survey Number is involved in a long-pending litigation before the Hon'ble High Court of Telangana in C.S. No.14 of 1958.

13. That the Respondent Company, despite being fully aware of the title dispute, wilfully concealed this material fact, causing severe mental agony and financial hardship to the Complainant. The Respondent also made false representations in the Agreement of Sale. It is pertinent to mention that there was a blanket ban on registrations of flats in the said Survey Number and thus depriving the Complainant of a clear and marketable title. That the Complainant is now under tremendous mental distress, having invested his hard-earned money based on the false assurances given by the Respondent Company.

14. That PNB Housing Finance Limited, the project financier, issued a letter dated 29.10.2019 to the Complainant, expressing concern over the lack of any demand request from the Respondent Company for over a year and questioning the slow progress of construction. Pursuant thereto, the Complainant sent an email dated 07.12.2019 to the Respondent Company seeking clarification regarding the construction status and Pre-EMI dues; however, no response was received. Subsequently, although the Respondent issued a demand notice dated 02.01.2020, the Complainant replied demanding an explanation for the inordinate delay, to which there has been no reply till date.

15. That, through his counsel, a legal notice was issued to the Respondent Company and its Directors in November 2023, seeking an explanation for the delay in handing over of the flat and regarding the violations observed. However, the Respondent Company chose not to respond to the said notice.

16. That the Respondent Company is carrying out the construction of the project in a sub-standard manner, contrary to the quality standards promised through their advertisements (including YouTube videos) and the project brochure circulated during the launch stage.

17. That there is a delay of nearly six years in completing the Project, including the specifications, amenities, facilities, and obtaining the Occupancy Certificate. In light of this delay, the Complainant is entitled to claim compensation as envisaged under Section 18 of the Real Estate (Regulation and Development) Act, 2016.

18. That, despite repeated requests to the Respondent Company to deliver the promised specifications, amenities, and facilities as per the agreement and prospectus, the Respondent's personnel evaded the Complainant. When the Complainant inquired about the project completion to plan his residence, the Respondent's staff responded rudely and evasively,

merely stating, "The day the Project is completed you can reside," without providing any definite timeline.

19. That he is entitled to compensation for the delay in handing over the flat in a habitable condition, as well as compensation/damages for deviations from agreed specifications, including the use of inferior, sub-standard, and low-grade materials in construction. Further, the Complainant is entitled to compensation for the misrepresentation and concealment of facts regarding the title of the land on which the project is being constructed.

20. Apart from the above, the Complainant submits that the Respondent Company has grossly failed to comply with the provisions of Section 11 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act). The violations committed by the Respondent Company under Section 11 are as follows:

a) The Respondents have failed to register the project with this Hon'ble Authority, despite the mandatory requirement for registration under the RERA Act.

b) The Respondent has failed to adhere to the sanctioned plans and project specifications. As per Section 14(2)(ii) of the RERA Act, the Respondents are prohibited from making any alterations to the sanctioned plan without obtaining the prior written consent of two-thirds of the allottees. However, the Respondents have deviated from the sanctioned plan without any such consent, in clear violation of the statutory provisions.

B. Relief(s) Sought:

21. Therefore, aggrieved by the actions of the Respondent, Complainants prayed as under:

a) To direct the Respondent company to return the amount of Rs. 85,55,367/- (Rupees Eighty-five lakhs fifty-five thousand three hundred and sixty-seven rupees only) which was paid by the complainant along with interest @18% per Annum from 23.03.2018 to till date, Under Section 18 of the RERA Act, 2016, r/w Rule 15 RERA Rules. To conduct an enquiry about the irregularities committed by the Respondents and take appropriate action against the Respondents, by imposing maximum penalty for contravention of section 4 of RERA Act;

b) To impose a penalty for deviating from the sanction plan without obtaining prior written permission as mandated under Section 14 of RERA Act;

c) To conduct enquiry for diverting the fund of allottees in contravention to sub-clause (D) of clause (1) of sub-section 2 of section 4 of RERA Act, and impose penalty.

d) And to pass such other order or orders as this Authority may deem fit and proper in the interest of justice

C. Interim Relief: -

22. Therefore, aggrieved by the actions of the Respondent, Complainants prayed as under:

a) Pending adjudication of the complaint, the Hon'ble Authority may be pleased to call for records of bank accounts of the Respondents in relation to the project.

b) To forthwith direct the Respondents herein to register the project with RERA, Telangana by submitting all necessary approvals and documents

D. Respondent Reply:

23. The Respondent categorically denied all allegations made in the Complaint, except those expressly admitted herein. It has submitted that the Complaint has been filed against the Respondent on false, speculative, and baseless grounds, and with an ulterior motive to harass the Respondent without any substantial proof. i.e., Flat No. 1107 ("Subject Flat") in "B" Block- Aditya Capitol Heights of Aditya Construction Company Pvt. Ltd., (Aditya Capitol Heights is hereinafter referred to as the "Project").

24. That the Complainant is put to strict proof of the allegations made with respect to the promises of the sales and marketing personnel of the Respondent Company before booking the Subject Flat i.e., Flat No. 1107 ("Subject Flat") in "B" Block- Aditya Capitol Heights of Aditya Construction Company Pvt. Ltd., (Aditya Capitol Heights is hereinafter referred to as the "Project"), and the Complainant's version of events and payments. It is contended that the Complainant has been a defaulter since the inception of his booking of the Flat in the Project. Repeated delays in the payment of the booking amount and subsequent instalments caused significant financial strain on the Project. Furthermore, the Complainant was fully informed of, and consented to, the terms, conditions, and obligations under the Agreement of Sale. The Complainant's attempt to evade these obligations is wholly untenable. The Complainant has falsely stated that he has paid an amount of Rs.85,55,367/- to the Respondent company as on the date of Agreement of sale dated 23-03-2018, while it can be clearly seen that the Complainant has paid only an amount of Rs. 10,26,250/- (Rupees Ten Lakhs Twenty Six Thousand Two Hundred and Fifty only) and has agreed to pay the balance amount through bank loan and further balance amount at the time of handover for interiors, as such the

Complaint is brooding with false statements and representations The Complainant did not file the tripartite agreement dated 20-02-2018 allegedly signed by the Complainant, Punjab National Bank and the Respondent company and therefore is estopped from making any averments neither in connection with the agreement thereunder nor the terms and conditions of the tripartite agreement. The Respondent Company did not receive the sale consideration as agreed by the Complainant under the Agreement of Sale, and the Complainant has been a chronic defaulter in payment of the sale consideration towards the purchase of the flat.

25. That the Complainant's averments in Para III of the Complaint are devoid of a complete and whole set of facts. It is submitted that the Complainant was disqualified from the Pre-EMI payment scheme due to consistent defaults in payments. The continuous delays by the Complainant-spanning months across several instalments, rendered him ineligible for any benefits under the scheme. The Complainant not only delayed the payment of the booking amount but also failed to adhere to subsequent payment schedules, thereby causing significant financial strain on the Project, being a defaulter from the outset, stopped making payments midway during the construction and instigated the banker against the Respondent causing stoppage of funds from the Banker to the Respondent It is false and audacious for the Complainant to allege that the Respondent failed to pay Pre-EMIs, especially when the Respondent failed to comply with the terms and conditions of payment under the Agreement for sale. The Complainant is malafide and intentionally omitted to mention that clause 5 of the Agreement of Sale clearly stipulates that "If the Purchaser fails to make the payments as per the demand letters issued by the company and becomes a defaulter, the purchaser shall not be entitled for pre-EMI payments." It may be noted that the Complainant lost the eligibility of Pre-EMI payment due to his defaults in making the timely payments and as such the Complainant is not entitled to any benefit under the Pre-EMI scheme, as the same was extended as an incentive for purchasers who make prompt payments and not for the defaulting purchasers.

26. That it denies the baseless allegations made by the Complainant in Para IV of the complaint regarding the drafting of the Agreement of Sale. The terms were very well read and agreed upon by the Complainant who took approximately more than 82 days to review and consider the draft Agreement of Sale before signing on 23-03-2018. It is respectfully submitted that the construction period had to be extended due to Covid and therefore, it is not true to state that there is 6 (six) years delay. It is also not true to state that the Flat is not completed till this

date as the Respondent Company has already applied for Occupancy Certificate and the same will be obtained as per statutory norms and time period. The delay was caused solely by the Complainant's habitual defaults in making payment and not due to any failure on the part of the Respondent.

27. That the averments made in Para V of the Complaint are baseless, false and aimed only to cause financial loss to the Respondent Company. That the Project is completed and the Respondent Company has already made an application for occupancy certificate. The flats are ready for possession as the installation of lifts is also completed by the Respondent Company. The Complainant's assertion regarding revised building permissions is misleading as the Respondent Company got the extension of time automatically pursuant to the permission granted by the State Government vide G.O.Ms.No.107 as part of a suo-motto extension due to the force majeure event of the COVID-19 pandemic.

28. That the averments made in Para VI of the Complaint are false and invented only for the purpose of this complaint. That the Complainant has demonstrated a consistent pattern of default right from the booking stage. The Respondent highlights that the Complainant delayed payments across multiple instalments, as follows:

2nd instalment: 56 days
3rd instalment: 56 days
4th instalment: 851 days (28 months)
5th instalment: 1026 days (34 months)
6th instalment: 482 days (16 months)
7th instalment: 449 days (15 months)
8th instalment: 1076 days (36 months)

29. These delays resulted in unpaid delay charges amounting to 26,21,838/, The Payment Schedule with dates of payment and delay charges are filed for consideration of this Authority. The Complainant's defaults disrupted the financial flow of the Project and are the root cause of any inconvenience claimed. The Bipartite Loan Agreement between the Complainant and Punjab National Bank Housing Finance Limited is independent of the Respondent, who bears no liability for bank-related matters much less any amount as alleged to be claimed by Punjab National Bank Housing Finance Limited of Rs.74,000/-every month.

30. That the averments made in Para VII are false and are denied by the Respondent. Further, the Complainant's allegations about the adjustment of GST payments are false and do not commend any merit for consideration by this Hon'ble Real Estate Regulatory Authority.

GST payments were made strictly in compliance with applicable laws. The Pre-EMI scheme and GST obligations are distinct and unrelated.

31. That the Complainant's averments in Para VIII of the Complaint are baseless and untrue as the Complainant must have knowingly signed the Tripartite Agreement as part of the loan process, which was mandated by the bank. The Complainant was fully aware of the terms and conditions associated with securing a loan. As the Complainant has opted to avail a loan from the bank to finance the cost of the Subject Flat, the Complainant, as a matter of standard procedure, must have been required to sign the Tripartite Agreement. This requirement stems directly from the bank's conditions and was not a part of any stipulation imposed by the Respondent. The Complainant's attempt to attribute this requirement to the Respondent is factually incorrect and baseless. Further, this kind of allegation reflects the Complainant's vindictive mind-set, which seems focused solely on placing blame on the Respondent without regard for the factual circumstances. It is denied and not true to say that the Tripartite Agreement was entered into by the Complainant for the purpose of construction, however, the same must have been executed for the purpose of borrowing money from the Bank for availing loan facility by the Complainant.

32. That the allegations made in Para IX of the Complaint are denied as false and baseless. That the Respondent affirms as conveyed through Clause 17 of the Agreement of Sale dated 23.03.2018 that the land in question is free from encumbrances and has a marketable title. Any claim otherwise is baseless and misleading as the land in question is as per the records is free from any legal issues, and no on-going litigation affects its title or status. The Complainant's reference to the Project in connection with survey number being on a prohibited list under Section 22-A of The Registration Act, 1908, is false and claimed with an intention to mislead. The Complainant had ample time and opportunity to verify the legality of title before entering into any Agreement with the Respondent and it is out of his own volition that he had booked the said Flat in the Project. Further, the Project has undergone rigorous due diligence by independent banks, confirming its legal and technical compliance. The Complainant is selectively presenting half-truths, intending to confuse the authorities.

33. The Respondent has further submitted that it strongly denies all allegations made in Para X of the Complaint concerning knowledge or concealment of any title dispute. As previously submitted, the fact that several banks, equipped with their high-end legal teams, have independently reviewed and cleared the Project both legally and technically further

affirms the clarity and marketability of the land. Therefore, the Complainant's claims regarding the knowledge of the Respondent regarding a title dispute are baseless and without merit. The Sy. No. 78 under reference has huge land parcel of more than acres and the Project is built on 10 acres belonging to the land owners with a clear title and the same being confirmed by the Hon'ble Supreme Court in S.L.P. No. 22420 of 2011 and dismissed the plea of the state government. The Hon'ble Supreme Court has confirmed the order pronounced by the Hon'ble High Court Andhra Pradesh in C.5. 14 of 1958. As such the Decree Holders in C.S. No. 14 of 1958 were became the owners of the respective lands. Therefore, the Complainant is making false accusations against the Respondent Company only payments due to the Respondent Company and to cover up his defaults including his failure to register the Agreement of sale as required under the Act evade further

34. That the allegations made in Para XI of the Complaint regarding correspondence with Punjab National Bank is denied. That the Complainant has deliberately halted payments to the bank despite pending dues since 2019. The averments with regard to the letter dated 29-10-2019 from the Punjab National Bank are hereby denied and the Complainant is put to strict proof of the same. Further, that there was no inordinate delay in completion of the construction and the construction was carried out as per the building permit obtained from time to time and therefore, it is not true to mention that there was any inordinate delay in construction and the Complainant has only invented certain allegations to wrongfully claim compensation from the Respondent company only to cause financial loss and hardship to the Respondent company.

35. That the averments in Para XII and XIII of the Complaint alleging that a legal notice was sent to the Respondent and its directors in November 2023, seeking an explanation for delay in handing over of the Subject Flat and alleged violations is not true and is a blatant lie. That the Respondent did not receive any such notice from the Complainant or his counsel. Therefore, the allegation that the Respondent failed to respond to the notice is baseless and without foundation. Allegations about substandard construction and deviations from advertised standards are also false and unsupported by evidence. This Complaint is an attempt by the Complainant to make wrongful gain citing baseless unfounded false accusations and allegations against the Respondent to camouflage his defaults in making timely payments to the Respondent Company.

36. That the Complainant's claim for compensation under Section 18 of the Act as per averments made in para XIV is without basis and is a mockery of the legislation made with a

righteous objective to provide an exclusive forum for the grievances of buyers, if any, as there cannot be any delay much less inordinate delay attributable to the Respondent company. The Respondent has made every reasonable effort to complete the Project despite the challenges posed by the Complainant's defaults and it is the Complainant who has to make the balance payment due to the Respondent company and get the sale deed registered in his favour, and the Complainant is not entitled to the benefit under section 18 of the Act as the Complainant did not approach this Hon'ble Regulatory Authority with clean hands and with an ulterior motive.

37. That, the allegations made by the Complainant in Para XV regarding the Respondent's staff are categorically denied as false and malafide. That the Respondent has always ensured that its staff maintain the highest level of professionalism and respect in all dealings with customers, including the Complainant. The Company's personnel have consistently been courteous and responsive to all queries and inquiries the Complainant raises. The assertion that the Respondent's staff was rude or evasive is completely false and unfounded. The Company has made every effort to address the Complainant's concerns appropriately and promptly.

38. That the averments made in Para XVI of the Complaint wherein the Complainant put forth claim for compensation against alleged delays and use of substandard materials is baseless and meritless. That the Complainant, being the defaulter, is liable for damages to the Respondent. The Complainant is making false allegations pertaining to the quality of construction without any basis and is thus causing irreparable loss and severe injury to the Respondent Company as the Respondent Company is a reputed builder and has a reputation for the quality of construction. It is highly deplorable that the Complainant for his own benefit made these baseless allegations affecting the other buyers' faith and trust in the Respondent company that could lead to severe business losses to the Respondent Company. Therefore, the Respondent Company has claimed that the allegations made by the Complainant are far fetching and intimidating the business prospects and sentiments of many home buyers and hence prayed to reject the same as unfounded and false by this Hon'ble Authority.

39. That with regard to averments in Para XII(Sic. XVII) of the complaint, it has submitted that the respondent project is prior to the implementation of RERA act, and Rule 2(j) of the Telangana Real Estate Rules, 2017 has clearly exempted all the projects to which permissions were approved prior to its implementation. That it denies in toto complainant allegation pertaining to deviation from the sanction plan, as it is a mere allegation for the sake of this present case and is strictly subjected to the proof of the same.

40. That in the light of all the facts and circumstances as stated above, it has submitted that the Complainant has consistently defaulted in making the timely payments to the Respondent Company and has invented these baseless, false and unfounded allegations for the purpose of this complaint. The Respondent has already applied for the Occupancy Certificate and is ready to hand over possession of the subject Flat.

41. Therefore Respondent has prayed that this Honourable Authority may be pleased to dismiss the Complaint with costs under the circumstances of the case by considering the facts and submissions made by the Respondent, with substantial reasoning as to why the Complainant is not entitled to any of the reliefs prayed therein, in the interest of justice.

E. Rejoinder filed by the Complainant:

42. In reply to Para No.1 of the Written statement filed by the Respondent, the Complainant has submitted that all the claims made by the Complainant herein in the complaint are genuine and true.

43. In reply to Para No.2 of the W.S filed by the Respondent, the Complainant humbly. That the Respondent's allegations made against the Complainant herein in para 2 of the written statement are utterly false and baseless. That he has availed a loan of Rs. 90.36,282/- from PNBHFL, out of which an amount of Rs. 74,29,117/- has been disbursed to the Respondent's bank account- HDFC Bank A/c No 57500000078592 and the Complainant has paid an amount of Rs.11.26,250/- as booking amount from his hard-earned savings and the Respondent company is in receipt of Rs.85,55,367/- from the complainant till date. The above facts are clearly substantiated from the Loan disbursement letter dated 27-03-2018 filed by the Complainant herein. The Complainant herein is filing the Tripartite agreement along with this rejoinder as the same could not be filed at the time of filing of this complaint

44. That in response to averments in Para No.3 of the W.S filed by the Respondent, the Complainant humbly submits that the Respondent Company has cleverly carved out a malicious scheme in the name of 'Pre-EMI payments' only to lure-in customers. That even though the Complainant herein has made more than 84% payment out of the total sale consideration of Rs. 1,02,62,500/-as per the Agreement of sale by 23-03-2018, the Respondent company has cheated the Complainant by making false and dubious statements

45. That in reply to Para No.4 of the W.S, it is submitted that the Agreement of sale prepared by the Respondent company is in gross violation of guidelines laid down in The Rera Act 2017. That the Complainant humbly submits that the Respondent company has started construction of the project in the year 2018 and is now making lame excuses by citing Covid-19 pandemic which was prevalent from March, 2020 to February 2021. That the Respondent company has promised possession by the year 2021 and inordinate delayed in completing the project and has thus adversely affected his(Complaint) interests.

46. That in reply to Para No.5 of the W.S, the Complainant has submitted that the Respondent company is trying to mislead the Hon'ble Authority by making false claims and by citing G.O M.S No. 107 issued by the MA&UD dated. 08-07-2020 As per the above G.O, the extension was only valid for a period of 12 Months for approvals expiring on or before 25.03.2020. The Respondent has proceeded with the construction without valid construction approval since the construction approval was granted in the year 2018, and further has failed to furnish the approval extension, if any, before the Hon'ble Authority. The Respondent's actions of trying to mislead the Hon'ble Authority is highly deplorable and for that reason alone, any claims made by the Respondent should be invalidated

47. That in reply to Para No.6 of the W.S, the Complainant humbly submitted that the Complainant has disbursed amounts totalling to 84% of the agreed sale consideration till date (Including bank loan and booking advance) as per the Agreement of sale 23-03-2018. The delay charges cited by the Respondent herein is misleading since the same is not applicable to the Complainant. That the Agreement of sale was created in a manner to benefit the Respondent company's interests and the same cannot be attributed to the Complainant herein.

48. That in reply to Para No.7 of the W.S, the Complainant humbly submitted that the Respondent company has failed to disclose the GST payments made by the Respondent company as mentioned in the W.S. That the Complainant is also speculative whether the Respondent company has a valid GST registration. That levying GST charges without a valid E-Invoice generated from the GST portal is an offence in itself as per the GST Act 2017. There is no mention of GST No., GST tax rate, HSN Code etc.. which are to be mentioned in the E-Invoice. The complainant states that the Respondent is trying to mislead the Hon'ble Authority by making unsubstantiated claims about GST payments.

49. That in reply to Para No.8 of the W.S, the Complainant submits that the Respondent company has cleverly roped in financiers like PNBHFL who have been introduced as Project Financiers to lucrative buyers and the so-called Project Financiers have been acting hand in glove with the Respondent company and have been disbursing loans to buyers based on their financial capacity without verifying the marketable title / title disputes on the land in which the project is being constructed.

50. That in reply to Para No.9 of the W.S, the Complainant humbly submits that the Respondent company has violated Clause 17 of the Agreement of sale by 23-03-2018 by constructing the project on land with a disputed title and the same is substantiated by the court order of the Hon'ble High court of Telangana filed by the Complainant citing that the subject land is part of land involved in long standing dispute in C.S No. 14 of 1958 and any kind of registration is prohibited in the land parcel in which the project is being constructed as per the orders of the Hon'ble District Collector, R.R District, since the Survey No 78 is included in Section 22-A of the prohibited lands register as per The Registration Act, 1908.

51. That in reply to Para No. 10 of the W.S, the Complainant submits that the Respondent company is trying to mislead this Hon'ble Authority by citing cases which are unrelated to this current project. That whereas the Complainant submits that the litigation is evident from the High court W.P order copy filed by the Complainant at the time of filing of the complaint.

52. That in reply to Para No.11 of the W.S, the Complainant submits that the Complainant has received an E-mail dated 05-07-2024 asking him(complainant) to deposit the Sale deed/conveyance deed executed by the Respondent in favour of the Complainant. The claims made by the Respondent company stating that there was no delay in construction of the project is utterly false and misleading since there has been a delay of more than 6 years till date in completion and handing over of possession to the Complainant

53. That in reply to Para No.12 of the W.S, the Complainant humbly submits that the Respondent company has received the legal notice dated 27-11-2023 vide Registered post No. RN055495632IN and the Respondent company has failed to reply to the legal notice. The tracking report is filed for the perusal of the Hon'ble Authority.

54. That in reply to Para No.13 of the W.S, the Complainant humbly submits that the Respondent company is trying to mislead the Hon'ble Authority with false facts and claims and the Complainant who has paid more than 84% out of the total agreed sale consideration of Rs

1,02.62.500/- as per the Agreement of sale 23-03-2018 cannot be said that he has approached this Fora with unclean hands. The Respondent Company has not made any diligent efforts to exhibit their bonafides in regards to the timely completion and handing over of the project in question.

55. That in reply to Para No.14 of the W.S the Complainant submits that it is evident from the E-mails received by the Complainant from the Respondent company's employees which are filed along with the complaint that the Complainant has been threatened that his flat booking will be cancelled without any refund and by levying penalty charges. All of these actions have caused severe mental agony and distress to the Complainant

56. That in reply to Para No.15 of the W.S, the Complainant submits that the Respondent company has been changing its sub-contractors who were roped in by the Respondent company for execution of the project from time-to-time since they are in no position to keep up their payment commitments to their sub-contractors. This act of changing sub-contractors on a regular basis affects the quality of the ongoing work in the project and the same may be considered by this Hon'ble Authority.

57. That in reply to Para No. 16 of the W.S., the Complainant submits that the Respondent company is trying to mislead this Hon'ble Authority by stating that RERA approval is not required for the present project since the project has commenced prior to the implementation of RERA Act, 2017. The Respondent company is well aware that all on-going projects which come under the purview of the act and which have not obtained completion certificate by the time of the implementation of RERA Act.2017 are mandated under law to obtain a RERA registration certificate/ approval. However, the present project in question does not have a valid RERA registration certificate/approval, and the same is a gross violation of the provisions laid down in the RERA Act, 2017, and the Hon'ble Authority is requested to enquire into the same.

58. That in reply to Para No.17 of the W.S filed, the Complainant humbly submits that the same is repetitive and as such does not warrant any reply. The Respondent company may be put to strict proof pertaining to the question of obtaining occupancy certificate from GHMC since the construction approval granted for the present project has expired way back in the year 2021.

59. Hence prayed to pass necessary orders by taking into consideration the documents filed with rejoinder in the interest of justice.

F. Points for Consideration:

60. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following issues arise for determination in the present complaint:

I. Whether the Respondent Violated any provision of the RE(R&D) Act, 2016?

II. Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?

G. Observations of the Authority:

Point-I

61. The Authority has carefully perused the pleadings, documents, and submissions placed on record by both the Complainant and the Respondent in the present matter. Upon such examination, it is pertinent to observe that the principal grievance raised by the Complainant pertains to the alleged violation of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, by the Respondent, in relation to the project titled "Aditya Capitol Heights." The Complainant contends that the said project has been developed and promoted without obtaining mandatory registration under the provisions of the RE(R&D) Act.

62. It is further noted that this very issue concerning the unregistered development and promotion of the project "Aditya Capitol Heights" had already been examined by this Authority in a series of connected complaints filed in Form–M, vide Complaint Nos. 267/2024/TGRERA, 275/2025/TGRERA, and 276/2025/TGRERA. Consequent upon such complaints, this Authority, having found a prima facie case of violation of Sections 3(1) and 4(1) of the RE(R&D) Act, had initiated suo motu proceedings in Case No. D6/3163/TGRERA and issued a Show Cause Notice to the Respondent, calling upon it to explain as to why penal action under Sections 59 and 60 of the RE(R&D) Act, 2016. should not be initiated for the said contraventions.

63. In response to the said Show Cause Notice, the Respondent submitted its explanation contending inter alia that the building permission for the project had been sanctioned vide Permit No. 40195/HO/WZ/Cir-12/2015, dated 19.03.2015, which was prior to the commencement of the Act, that the project was completed in all respects and that the flats were proposed to be handed over to the purchasers shortly, and that the Respondent had already

applied for the issuance of an Occupancy Certificate, which was stated to be pending before the competent authority. On these grounds, the Respondent contended that the project did not fall within the ambit of this Authority. However, it was significantly noted that the Respondent failed to furnish any documentary evidence, including the alleged Occupancy Certificate or other material records, in support of its assertions. In the absence of such substantiating documents, this Authority observed that the project "Aditya Capitol Heights" remained incomplete and therefore constituted an ongoing project within the meaning of the RE(R&D) Act.

64. Accordingly, this Authority, while examining the matter in the suo motu proceedings, held that in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder, as well as in light of the subsequent amendments, even those projects whose building permissions were approved prior to 01.01.2017, but which had not been issued either a Completion Certificate or an Occupancy Certificate as on that date, would not qualify for exemption from registration. Consequently, the Authority held that the project "Aditya Capitol Heights" squarely falls within the purview of Section 3 of the RE(R&D) Act, and therefore, the Respondent–Promoter, M/s Aditya Constructions Company India Pvt. Ltd., represented by its Directors, Sri Thota Satyanarayana and Sri T. Anirudh, was directed to apply for registration of the said project under Section 4 of RE(R&D) Act. Since the very issue raised in the present complaint relating to the violation of section 3 and 4 of the RE(R&D) Act of the said project has already been duly examined and adjudicated upon in the aforesaid suo motu proceedings, this Authority refrains from making any further observations or findings on the same aspect again. *Point 1 answered accordingly*.

Point - II

65. The Complainant seeks refund of the amount paid by him to the Respondent on several grounds, the principal being the abnormal delay in completing the project and handing over possession of the flat purchased under the Agreement of Sale dated 23.03.2018 entered into with the Respondent.

66. In order to examine the entitlement of the Complainant to refund, it is pertinent to refer to Section 18 of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

18. Return of amount and compensation. —

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottee, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made there under or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.

67. As discussed while answering Point No. 1, this Authority, in the earlier suo motu proceedings, has already held that the project titled “Aditya Capitol Heights” remains incomplete and therefore constitutes an ongoing project under the RE(R&D) Act.

68. The Respondent has not placed on record any Completion Certificate or Occupancy Certificate to substantiate its plea that the project has been completed. Even an application for the issuance of such a certificate, if filed, has not been produced. Mere assertion without proof cannot be accepted, particularly when the Respondent seeks exemption from statutory liability.

69. In the absence of any cogent material or documentary proof to the contrary, the only reasonable inference is that the project continues to remain incomplete. Accordingly, the contention of the Complainant that the project has not been completed even after a lapse of several years, and that the Respondent has delayed its completion, stands corroborated and is therefore sustained as true.

70. The Complainant has further submitted that the Respondent had offered a Pre-EMI Scheme but failed to honour its commitments. The Respondent, on the other hand, contended that the Complainant was disqualified from the Pre-EMI scheme owing to his consistent defaults in making timely payments. However, it is observed that the Complainant has not sought any specific relief in the present complaint in relation to the Pre-EMI scheme, other than asserting that the Respondent failed to abide by its assurances under the Agreement of Sale. Therefore, delving into the details of the Pre-EMI arrangement serves no substantive purpose in the adjudication of this complaint.

71. Another ground urged by the Complainant for seeking refund is that the Respondent deliberately drafted the Agreement of Sale in a manner that was vague, one-sided, and silent on the time frame for completion and delivery of possession. Except for a bald denial, the Respondent has not offered any convincing explanation for the absence of a possession clause.

72. A perusal of the Agreement of Sale dated 23.03.2018 reveals that no specific clause mentions the period within which the project would be completed or possession delivered. This is contrary to Section 13(2) of the RE(R&D) Act, which mandates that every agreement for sale shall specify, inter alia, the particulars of development, the schedule for payment, and the date of handing over possession.

73. It is therefore evident that the Agreement of Sale dated 23.03.2018 is deficient in essential particulars, particularly with respect to the date of possession. The absence of such a material term violates the mandate under Section 13(2) of the RE(R&D) Act, 2016, which requires that every agreement for sale shall, inter alia, specify the date on which possession is to be handed over. This Authority notes that agreements drafted unilaterally by promoters without any possession clause are often vague, uncertain, and overwhelmingly one-sided, leaving the allottee in an unequal bargaining position with little scope for negotiation. Such drafting patterns are clearly designed to dilute or evade the statutory consequences that flow from Section 18 of the RE(R&D) Act.

74. In the present case, since the project is unregistered and the Agreement of Sale does not specify the date of possession, the allottee is entitled to rely upon other contemporaneous documents that indicate the timeline within which the promoter was required to complete the project. In this regard, reference is invited to Permit No. 40195/HO/WZ/Cir-12/2015 (File No.

38072/30/04/2013/HO) dated 19.03.2015. A perusal of the said permit demonstrates that the project was required to be completed on or before 18.03.2020.

75. The Respondent has failed to complete the project even as on the date of this adjudication let alone by the sanctioned completion date of 18.03.2020. In such circumstances, where the Agreement of Sale does not stipulate a possession date, the sanctioned completion date under the approved building permit constitutes the only legally ascertainable and objective benchmark. The possession date in such cases cannot, by any logic or interpretation, extend beyond the validity of the sanctioned permit.

76. The Respondent has attempted to justify the delay by relying on the onset of the COVID-19 pandemic. However, it is an admitted and undisputed fact that COVID-19 related restrictions commenced only in March 2020. By that point, the project ought to have already been completed as per the sanctioned permit. Hence, the plea that the entire delay is attributable to COVID-19 is not acceptable, as the Respondent was already in default well before the pandemic began.

77. The Respondent has further attempted to attribute fault to the Complainant by alleging payment defaults. However, a promoter who has himself failed to complete the project within the approved timelines and who has failed to even specify the possession date in the Agreement of Sale, cannot turn around and allege that the allottee is a defaulter. A promoter in breach of his own obligations forfeits the moral and legal right to accuse the allottee of default, particularly when the allottee was kept uninformed regarding the project's true progress and when even the sanctioned permit had already expired.

78. In fact, the record reveals that the Respondent did not provide any clarity or transparency to the allottee regarding delay, revised timelines, or steps taken to complete the project. The allottee was effectively left in the dark while the project continued to remain incomplete. In such circumstances, the blame for the delay cannot be shifted onto the allottee.

79. Accordingly, this Authority finds that it is the Respondent who is solely responsible for the abnormal and unjustified delay in completion of the project. The Respondent has failed to honour the obligations imposed by law, failed to comply with the sanctioned development timelines, failed to provide a possession date in the Agreement of Sale, and failed to complete the project even to date.

80. The Complainant has also asserted that, under Clause 17 of the Agreement of Sale, the Respondent had assured that the property, namely Flat No. 1107, Block B, admeasuring 2125 sq. ft. with two car parking's and proportionate undivided share of 49.16 sq. yds. in land admeasuring Ac.. 10–00 gts. in Sy. No.78 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, was free from all encumbrances and possessed a marketable title. However, the Complainant subsequently discovered that the said land falls under the prohibited category under Section 22-A of the Registration Act, 1908, and is part of long-pending litigation before the Hon'ble High Court of Telangana in C.S. No. 14 of 1958.

81. It is alleged by the complainant that the Respondent, despite being aware of the said litigation and restriction, concealed this fact, causing severe mental agony and financial hardship to the Complainant. The Respondent, however, denied these allegations, contending that the land in question is free from all encumbrances, that no legal dispute affects its title, and that the Complainant's references are misleading.

82. Upon careful examination, it is observed from Letter No. E1/480/2023 dated 04.04.2023, issued by the District Collector, Ranga Reddy District to the District Registrar, that in light of the orders of the Hon'ble High Court in W.P. No. 24115 of 2022 and subsequent status quo orders of the Hon'ble Supreme Court in S.L.P. No. 7154 of 2021, instructions were issued not to permit registration of properties in Sy. No.78, Hafeezpet Village until further orders. The Respondent has not produced any document to show that the if operation of this direction has been suspended.

83. In view of the above findings, this Authority is of the considered view that the allottee's request for refund is legally valid and deserves to be allowed. The Respondent, having failed to complete the project within the sanctioned period and having deprived the allottee of timely possession, is liable under Section 18(1)(a) of the RE(R&D) Act to refund the entire sale consideration received from the allottee, together with interest as prescribed under the RE(R&D) Act, calculated from the respective dates of each payment made by the allottee to the Respondent in respect of the subject unit.

84. The Complainant has claimed refund of Rs. 85,55,367/-, comprising Rs. 11,26,250/- paid as booking and advance amount and Rs. 74,29,117/- disbursed through Punjab National Bank as part of the sanctioned home loan. A perusal of the Agreement of Sale and the bank disbursement statements reveals that Rs. 10,26,250/- was paid as advance and Rs. 74,29,117/-

was disbursed by the bank, out of which Rs. 3,12,282/- was deducted towards insurance premium, resulting in Rs. 71,16,835/- credited to the Respondent. Additionally, Rs. 1,00,000/- was paid towards booking, bringing the total to Rs. 82,43,085/-.

85. The Respondent, while denying the claim amount of Rs. 85,55,367/-, has not specifically disputed or produced any record contradicting the figures supported by documentary proof. On the contrary, the Respondent's own records reflect receipt of Rs. 81,36,249/- from the Complainant. Thus, it stands reasonably established that the Complainant has paid a total of approximately Rs. 82,43,085/- to the Respondent.

86. In view of the prolonged delay, incomplete project status and in absence of clear timelines, this Authority holds that the Complainant cannot be made to wait indefinitely and is entitled to refund of Rs. 82,43,085/- along with interest under Section 18(1)(a), calculated from the respective dates of each payment made by the allottee to the Respondent in respect of the subject unit.

87. With regard to the Complainant's further prayer seeking imposition of penalty for alleged deviations from the sanctioned plan, it is observed that no documentary proof or technical evidence has been produced before this Authority to substantiate such allegation.

88. In the absence of credible evidence, this Authority is constrained to hold that no finding can be recorded on the alleged deviation from the sanctioned plan, and accordingly, this relief cannot be granted.

89. Similarly, the Complainant's prayer for an inquiry into the alleged diversion of project funds also remains unsupported by material evidence, and therefore cannot be considered or allowed.

90. In view of the facts, findings, and observations discussed in the foregoing paragraphs, this Authority concludes that the Respondent is liable to refund the amount of Rs. 82,43,085/- to the Complainant along with applicable interest under Section 18(1)(a) of the RE(R&D) Act, while the other reliefs relating to deviations and diversion of funds are rejected for want of evidence. Accordingly, point–II stands answered in the above terms.

J. Directions of the Authority:

91. In view of the detailed observations made hereinabove and upon careful consideration of the pleadings, documents placed on record, the submissions made by both parties, and applicable provisions of the RE(R&D) Act, 2016, this Authority is of the considered opinion that the Complainant is entitled to the following reliefs:

a) In view of the findings above, the Respondent is directed to refund Rs. 82,43,085/- to the Complainant along with interest at 10.75% p.a. (SBI MCLR + 2%) calculated from the respective dates of each payment made by the allottee to the Respondent in respect of the subject unit., in terms of Section 18(1)(a) read with Rule 15 of the Telangana Rules, within 60 days from this Order.

92. It is further made clear that failure to comply with the directions contained in this Order shall attract the consequences stipulated under Section 63 of the RE(R&D) Act, 2016.

93. The complaint is disposed of with these directions. There shall be no order as to costs.

Sd/-	Sd/-	Sd/-
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Dr. N. Satyanarayana, IAS (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson,**
TG RERA	**TG RERA**	**TG RERA**