

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Dated: 22nd April 2026

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

COMPLAINT NO. 260/2025/TG RERA

Mr, Pallamti Venkata Rao

*Flat no. B 501, Shree Krishna Homes,
NH 44, Kompally, Secunderabad - 500014*

...Complainants

AND

M/s Beccun Infrastructure Limited,

*(Rep by Puram Prashanth Kumar (Managing Director) and Ratan Prasad (CEO and
Authorised Signatory), Office at 102, Midel House, Panjagyta, Hyderabad – 500082)*

...Respondents

The present matter filed by the Complainant came up for hearing before this Authority, in the presence of the Complainant in person, and Sri C Manohar learned Counsel for the Respondent. After hearing the both the parties, this Authority now proceeds to pass the following

ORDER:

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the “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. The brief facts of the case, as stated by the Complainants, are as follows:

3. The Complainant submits that he purchased a residential flat bearing No. C-406 in Block C of the project on 22.02.2022, with a committed timeline of three years for completion. An amount of ₹7,11,000/- was paid as token advance out of the total sale consideration of ₹54,08,193/-. Further, a sum of ₹16,50,000/- was disbursed through a housing loan towards part of the consideration.

4. The balance amount of ₹30,47,193/-, inclusive of amenities, was agreed to be paid in a stage-wise manner based on the progress of construction and at the time of registration.

5. The Complainant submits that the flat was purchased based on the representations made in the company's brochure and the project's registration under the Real Estate (Regulation and Development) Act, with a promise of completion within three years. However, the Respondent has failed to adhere to the said commitment. Despite more than four years having elapsed since

the date of booking, the project remains incomplete, with no meaningful communication from the Respondent regarding the status or expected timeline for completion.

B. Relief(s) Sought:

- a) To direct the Respondent to complete the construction of the project “BECCUN LIFE STYLE” forthwith, strictly in accordance with the sanctioned plans, specifications, and representations made at the time of sale, and to communicate a clear and tentative timeline for completion of the project to the Complainants.
- b) To direct the Respondent to execute and register the Sale Deeds in favour of the Complainants in respect of their respective allotted flats as semi-finished units, upon receipt of the balance sale consideration as per the terms of the respective agreements, as the Complainants are ready and willing to pay the same.
- c) To direct the Respondent to compensate the Complainants for the inordinate delay in completion of construction and delivery of possession, and to honour the commitments and assurances made at the time of booking and execution of the Agreements of Sale/MOUs.
- d) In the alternative, in the event the Respondent is found to be incapable or unwilling to complete the project, to invoke the appropriate provisions of the Real Estate (Regulation and Development) Act, 2016 and intervene to safeguard the interests of the allottees, including by exploring measures such as change of promoter, appointment of a third-party agency, or any other mechanism deemed fit by this Hon’ble Authority.

C. Respondent’s Reply:

6. The Respondent has filed its counter opposing the complaint, inter alia, contending that the present complaint is not maintainable either in law or on facts and is liable to be dismissed in limine. The Respondent has denied all the allegations, averments, and claims made by the Complainant and has put the Complainant to strict proof thereof.

7. At the outset, it is contended that the complaint filed in Form-M is defective and not in accordance with the provisions of the Act and Rules framed thereunder. It is further submitted that the Complainant has not filed any valid and enforceable Agreement of Sale, and the document relied upon, allegedly dated 22.01.2020, is stated to be an unsigned typed document not bearing signatures of either party, thereby rendering the claim legally untenable.

8. The Respondent has further raised an objection on jurisdiction, contending that the Complainant is merely an intending purchaser of Flat No. C-406 and, in the absence of a valid agreement, the dispute, if any, is civil in nature and ought to be agitated before a competent Civil Court.

9. On merits, the Respondent has denied the allegations relating to purchase of the flat, payment schedule, and delay in construction as false and frivolous. It is specifically contended that the Complainant has paid only an amount of ₹22,57,000/- out of the total sale consideration

and has failed to pay the balance consideration within the stipulated time. The Respondent submits that as per notice dated 25.07.2024, the Complainant was required to clear the dues along with escalation costs, which arose under the force majeure clause, increasing the total cost to ₹58,74,300/-. However, the Complainant failed to comply with the said demand.

10. It is further contended that the balance amount of ₹36,17,300/- remains unpaid and that despite repeated requests, the Complainant deliberately avoided payment and execution of a revised Agreement of Sale incorporating escalation costs. The Respondent submits that the project was affected due to the COVID-19 pandemic and that extensions were granted by the competent authorities, including RERA and HMDA, extending the timeline for completion up to December, 2026.

11. The Respondent has attributed the delay in construction and non-execution of the sale deed solely to the non-payment and non-cooperation of the Complainant. It is contended that there is no deficiency of service or breach of contract on the part of the Respondent, and that the Complainant cannot seek possession or execution of sale deed without first fulfilling the payment obligations, including escalation costs, interest, and other charges.

12. With regard to the reliefs sought by the Complainant, including directions for completion of construction, compensation for delay, registration of sale deed, or alternative remedies, the Respondent submits that such reliefs are not maintainable in view of the Complainant's admitted default in payment. It is reiterated that possession can only be handed over after full payment and upon obtaining Occupancy Certificate from the competent authority, and not on mere demand.

13. The Respondent has further submitted that no interim relief has been sought or is liable to be granted. It is also alleged that the Complainant has suppressed material facts, including pendency of related matters before this Authority, and has made false declarations regarding absence of parallel proceedings.

14. Additionally, it is contended that the Complainant has not complied with procedural requirements, including furnishing particulars of payment of prescribed fee under Rule 36, thereby rendering the complaint liable to dismissal on this ground as well.

In view of the above, the Respondent submits that the complaint is false, frivolous, and devoid of merits, that the Complainant lacks locus standi, and that the reliefs sought are not maintainable before this Authority. The Respondent has also reserved its right to file additional pleadings, if necessary.

15. Accordingly, the Respondent has prayed that the complaint be dismissed with exemplary costs in the interest of justice.

Observations of the Authority:

Point for consideration: Whether the complainant is entitled for the relief(s) sought:

16. At the outset, the Respondent has raised a preliminary objection as to the maintainability of the complaint on the ground that the Form-M is defective and that there exists no valid and enforceable Agreement of Sale between the parties. It is further contended that the document relied upon by the Complainant is an unsigned and unstamped typed paper and, therefore, the Complainant cannot be treated as an allottee.

17. This Authority has carefully considered the said objection. While it is noted that the Agreement of Sale placed on record does not bear the signatures of the parties nor requisite stamp duty, this Authority is of the considered view that the absence of a formally executed Agreement of Sale does not, by itself, disentitle a purchaser from invoking the jurisdiction of this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016. The Real Estate (Regulation and Development) Act, 2016 is a beneficial legislation intended to protect the interests of homebuyers, and its provisions must receive a purposive interpretation.

18. In the present case, the record discloses a receipt issued by the Respondent, duly signed and stamped, acknowledging receipt of ₹7,11,000/- from the Complainant towards Flat No. C-406 in the project "Beccun Life Style". Such acknowledgment, emanating from the Respondent itself, clearly establishes the existence of a transaction and the Complainant's status as a purchaser. It is a settled position that even in the absence of a formal agreement, documentary evidence acknowledging payment towards an identified unit mentioned in its own receipts of payment is sufficient for this authority to consider the complainant as allottee.

19. In view of the above, this Authority holds that the Complainant has sufficiently established his status as an allottee within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, and the objection as to maintainability is hereby rejected.

20. This Authority now proceeds to examine the substantive grievances raised by the Complainant. The Complainant purchased Flat No. C-406, Block C, 4th Floor, in the project "Beccun Life Style" developed by the Respondent at Kompally, Secunderabad, and paid a sum of Rs. 7,11,000/- as token advance towards a total sale consideration of Rs. 54,08,193/-, with an additional sum of Rs. 16,50,000/- disbursed through a home loan facility. The project was represented to the Complainant as being registered under the provisions of the RE(R&D) Act, with a committed timeline of completion within three years from the date of booking. Despite more than four years having elapsed since the booking, the Complainant avers that there has been no meaningful construction progress, no communication from the Respondent regarding the status of the project, and no intimation of any revised timeline for completion.

21. The Respondent has sought to rely upon contractual clauses to unilaterally escalate the sale consideration and justify delay. This Authority observes that no cogent material has been placed on record substantiating invocation of force majeure in terms of law, The Respondent cannot selectively rely upon force majeure to justify price escalation, while simultaneously relying on extensions to excuse delay in construction. More importantly, the record reflects that the main project registration has lapsed on 30.07.2025, and extension has been obtained only for certain portions (Blocks A & B extensions), not for the entire project. In the absence of a valid extension under Section 6 of the RE(R&D) Act for the entire project, the Respondent cannot claim protection for delay. The reliance placed on partial extensions is misconceived and cannot be accepted.

22. First, with respect to the plea of force majeure and the consequent price escalation, the Respondent has sought to rely upon Clauses 14, 15, and 16 of the Agreement for Sale to unilaterally revise the total sale consideration from ₹54,08,193/- to ₹58,74,300/-. This Authority observes that such unilateral escalation, particularly in circumstances where the project has remained substantially stalled without any demonstrable progress at site, is impermissible and contrary to the scheme of the RE(R&D) Act. The Respondent has invoked force majeure selectively on the one hand, to justify escalation of price, and on the other, to rely upon alleged extensions granted by RERA and HMDA authorities to explain delay in construction.

23. It is no doubt true that the payments made by the Complainant date back to January 2020, a period contemporaneous with the onset of the COVID-19 pandemic, which was recognized as a force majeure. This Authority is conscious that certain general extensions were given in respect of ongoing projects during the said period by the Government. However, such benefit cannot be construed as an open-ended or indefinite protection in favor of the promoter. The Respondent was required to demonstrate that the delay in the present project was directly attributable to such force majeure conditions and, more importantly, that it had complied with the statutory requirement of seeking extension of registration in accordance with Section 6 of the Real Estate (Regulation and Development) Act, 2016.

24. In the present case, no material has been placed on record to establish either the actual impact of force majeure on the progress of the project or that the Respondent had applied for and obtained a valid extension of registration for the project as a whole. On the contrary, the record reveals that the registration of the main project has lapsed on 30.07.2025. The Respondent has obtained extension only in respect of certain portions, namely Block A and Block B (extension components), and not for the project as a whole. Consequently, while limited portions may continue to have valid registration, the main project stands lapsed by efflux of time. The

Respondent's attempt to rely upon such partial extensions to contend that the entire project continues to remain validly registered is wholly misconceived and cannot be accepted.

25. Further, while the Respondent has sought to question the validity of the Agreement of Sale on the ground that it is unsigned, it has remained conspicuously silent on the material fact that the project registration itself has lapsed. Even assuming, *arguendo*, that a force majeure situation had arisen, the Respondent has failed to demonstrate compliance with the statutory mandate under Section 6 of the RE(R&D) Act. In the absence of such compliance, the Respondent cannot take shelter under force majeure either to justify delay or to impose unilateral escalation of price.

26. Accordingly, this Authority holds that the plea of force majeure, as raised by the Respondent, is untenable both in fact and in law, and the unilateral escalation of the sale consideration is liable to be rejected.

27. Second, with regard to the contention of non-payment by the Complainant, it is a settled principle under the Real Estate (Regulation and Development) Act, 2016 that the obligation of the allottee to make payments is reciprocal and co-terminus with the obligation of the promoter to carry out construction in a time-bound manner and in accordance with the stage-linked payment schedule. This position has also been consistently recognized by this Authority in prior proceedings concerning the very same project.

28. In circumstances where construction activity is stalled or has not progressed in any meaningful manner at site, the promoter cannot insist upon payment of further instalments from the allottee. In the present case, the material on record indicates that the project has remained substantially incomplete for several years, without any demonstrable progress.

29. Further, even assuming that the Complainant had defaulted in making payments as per the agreed schedule, the Respondent has failed to place any material to show that valid demand notices were issued in accordance with the construction timelines. The Respondent has also not demonstrated that it had taken recourse to any contractual or statutory remedies available in the event of alleged default by the allottee.

30. In the absence of such material, the Respondent cannot be permitted to attribute the entire delay to the Complainant. The attempt to shift the burden of non-completion onto the allottee, when the project itself has remained stalled for a prolonged period, is wholly untenable.

31. Accordingly, this Authority finds that the delay in the project cannot be attributed to the Complainant, and the contention of the Respondent in this regard is rejected.

32. The Complainant has sought compensation for delay. Such claims fall within the ambit of Section 71 of the Real Estate (Regulation and Development) Act, 2016, and are required to be

adjudicated by the Adjudicating Officer appointed under the Act. Accordingly, the Complainant is at liberty to pursue such claims before the competent Adjudicating Officer, in accordance with law

33. This Authority deems it necessary to record, with considerable concern, that the present complaint is not an isolated instance. This very Authority has previously, by way of a detailed order dated 3rd November 2025, adjudicated a batch of five complaints bearing Complaint Nos. 189/2024, 195/2024, 196/2024, 288/2024, and 311/2024 filed by the Beccun Lifestyle Cultural Association and its members against the same Respondent, M/s Beccun Infrastructures Limited, in respect of the same project "Beccun Life Style" at Kompally, Hyderabad. In the said order, this Authority made extensive findings against the Respondent, including the following:

- a. That despite more than four years having elapsed since the allottees' bookings, construction in Blocks A, A Extension, D, and E had not commenced and not a single brick had been laid in these blocks;
- b. That the Respondent had committed double sale of twelve units namely B-103, B-205, B-307, B-406, B-408, B-702, B-708, C-103, C-105, C-206, C-408, and C-707 by executing Agreements for Sale/AGPAs in favour of third parties in 2024, despite subsisting prior agreements with the complainant allottees, in blatant violation of Section 11(4) of the RE(R&D) Act;
- c. That the Respondent had sold units on the 8th, 9th, and 10th floors of Blocks A, B, C, D, and E without any sanctioned building permission for construction beyond the 7th floor, thereby engaging in misrepresentation and deceptive practices in violation of Sections 12 and 14 of the RE(R&D) Act, constituting an unfair trade practice under Section 7(1)(c)(A) of the Act;
- d. That the Respondent had failed to file mandatory Quarterly Progress Reports (QPRs) despite show cause notices dated 01.02.2024 and 17.05.2024 issued by this Authority, and had allowed the project registration to lapse without seeking lawful extension under Section 6 of the RE(R&D) Act;
- e. That all unilateral cancellations of allotments effected by the Respondent, without compliance with Section 11(5) of the Act, were set aside, and the rights of affected allottees were restored;
- f. Directions were issued to the Respondent to submit a comprehensive roadmap for project completion within thirty days, to deposit 100% of amounts received from allottees into the RERA-designated project account, to establish a Grievance and Communication Cell, and to execute and register Sale Deeds in favour of allottees who had paid or were willing

to pay the total consideration;

33. The present complaint, filed subsequently by an individual allottee of the same project, reflects the same systemic pattern of conduct, delay in construction, non-communication, financial irregularities, and failure to honour committed timelines. This Authority is constrained to observe that the Respondent's conduct in the present matter is consistent with the pattern of defaults and violations that have already been judicially noticed and recorded in the aforesaid order.

Directions of the Authority:

34. In view of the detailed findings recorded hereinabove, and in exercise of the powers conferred upon this Authority under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are issued:

- a) The Respondent shall, within thirty (30) days from the date of this Order, execute a formal Agreement of Sale, in the event that a formal Agreement of Sale has not already been executed, in favor of the Complainant in respect of Flat No. C-406, Block C, 4th Floor, duly incorporating the original agreed consideration of Rs. 54,08,193/- without any unilateral escalation, and in accordance with the specifications and representations made at the time of booking.
- b) The Respondent shall complete the construction of the subject flat and the project in all respects, strictly in accordance with the sanctioned plans and approved specifications.
- c) The Complainant shall be liable to pay the balance sale consideration, strictly on a stage-wise basis, commensurate with the actual progress of construction, and not otherwise.
- d) In the event the Respondent fails to complete the construction and offer possession within the stipulated period, the Complainant shall be entitled to interest for delay under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, from the expiry of the said period till the date of actual delivery of possession.

35. Failure to comply with above said directions by the Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

36. As a result, the complaint is disposed of accordingly. No order as to costs.

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

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

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