

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. 438/2025/TG RERA

Nelson Cheriman

*H.No.5-73, Victory Estates, Flat No. 515,
Lotus Block, Krishna Kunj Gardens, Quthbullapur,
Hyderabad, Telangana – 500055.*

...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 as mentioned hereinabove, was taken up for hearing before this Authority. The matters were heard in the presence of the Complainant appearing in person and S/Shri B.N. Radhakrishna Yadav, B. Murlidhar Yadav, B. Naveen Kumar, learned counsel appearing on behalf of the Respondent. Upon perusal of the pleadings, documents, and material placed on record, and after hearing the submissions advanced by both parties, the matters having been reserved for consideration, this Authority proceeds to pass the following order

2. The present set of complaints have been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the RE(R&D) Act”), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as “the TG RE(R&D) Rules”), seeking appropriate directions and reliefs against the Respondent in respect of the project in question.

A. The brief facts of the case, as stated by the complainants, are as follows:

3. It was submitted that the Respondent, through its project brochures, advertisements and representations, approached the Complainant and marketed a residential project under the name and style of “BECCUN LIFE STYLE”, assuring that the project had obtained all necessary permissions, approvals and sanctions from the competent authorities and that construction would be completed within the stipulated time.

4. It was submitted that relying upon the assurances and representations made by the Respondent, the Complainant agreed to purchase a residential flat in the said project and accordingly entered into an Agreement of Sale dated 07.02.2020 for purchase of Residential Flat bearing No.108, situated on the First Floor (East Facing) in Block “C” of the project “BECCUN LIFE STYLE”, admeasuring 1108 square feet of built-up area, along with car parking admeasuring 80 square feet and an undivided share of land measuring 25 square yards out of land admeasuring Ac.2.20 guntas in Survey No.105/A, situated at Kompally Village and Gram Panchayat, Quthbullapur Mandal, Ranga Reddy District.

5. It was further submitted that the total sale consideration agreed between the parties was ₹43,78,475/- (Rupees Forty Three Lakhs Seventy Eight Thousand Four Hundred and Seventy Five Only), out of which the Complainant paid a sum of ₹17,82,500/- (Rupees Seventeen Lakhs Eighty Two Thousand Five Hundred Only) at the time of execution of the Agreement of Sale, with the balance amount agreed to be paid in stages in accordance with the progress of construction. It was further represented that the entire construction of the block and the subject flat would be completed within a period of three (3) years, whereupon the Sale Deed would be executed in favour of the Complainant.

6. It was submitted that the Respondent subsequently informed the Complainant that construction could not commence as scheduled due to the Covid-19 pandemic and that the project validity was extended on three occasions by the RERA Authority on account of the pandemic, with the final extension being up to 14.09.2021. However, even after such extensions, the progress of construction remained extremely slow and thereafter completely came to a standstill.

7. It was further submitted that only skeletal structures were raised in respect of a couple of blocks, while construction of the remaining blocks was not commenced at all. The Complainant contended that despite repeated requests seeking updates on the status of construction, the Respondent failed to provide any satisfactory explanation or demonstrate any tangible progress at site, and instead insisted upon payment of the balance sale consideration without showing corresponding progress of work.

8. It was submitted that despite repeated demands and follow-ups made by the Complainant, the Respondent failed and neglected to complete the project as promised, did not adhere to the specifications and timelines mentioned in the brochure and Agreement of Sale, and avoided its contractual and statutory obligations. It was further alleged that whatever minimal construction was undertaken was not in accordance with acceptable quality standards.

9. It was submitted that in view of the Respondent's continued inaction, abandonment of construction, and failure to honour its commitments, the Complainant was left with no other alternative but to approach this Authority seeking appropriate reliefs under the provisions of the Real Estate (Regulation and Development) Act, 2016.

B. Relief Sought

10. The Complainant has sought the following reliefs:

- i. Direction to the Respondent to complete the project "BECCUN LIFE STYLE" and the promised works within a stipulated timeframe, strictly in accordance with the sanctioned building plans and agreed quality standards.
- ii. Direction to the Respondent to execute and register the Sale Deed in respect of Flat No.108, Block "C", along with the agreed car parking and undivided share of land, as per the Agreement of Sale.
- iii. In the alternative, direction to refund the amounts paid by the Complainant towards advance sale consideration of Rs. 17,82,500/- and subsequent Payments of Rs. 3,00,000/- along with interest, from the respective dates of payment till realization.
- iv. Initiation of appropriate action against the Respondent, including imposition of penalty, for violations of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder.
- v. And pray this Hon'ble Authority to award an exemplary costs and compensation benefit to the Complainant under the provisions of RE(R&D) Act.
- vi. Grant of compensation and exemplary costs in favour of the Complainant under the provisions of the Act.

C. Respondent's Reply:

11. The Respondent submitted that the present complaint is not maintainable either in law or on facts and is liable to be dismissed at the threshold. The Respondent denied all the allegations and averments made in the complaint and put the Complainant to strict proof of the same.

12. It was contended that the complaint has not been filed in the prescribed Form-M as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and

the Rules made thereunder, and therefore the complaint is liable to be dismissed on this ground alone.

13. With regard to jurisdiction, the Respondent submitted that the Complainant intended to purchase Flat No. C-108 and that any dispute arising out of the Agreement of Sale ought to be adjudicated by the competent Civil Court. It was contended that this Authority does not have jurisdiction to entertain the present complaint.

14. The Respondent denied the allegations relating to delay and non-completion of the project and contended that the statements made by the Complainant alleging failure to complete construction within three years, non-progress of work, and lack of communication are false, frivolous and denied. The Respondent asserted that the Complainant has suppressed material facts.

15. It was contended that, as per the terms of the Agreement of Sale and the notice dated 25.07.2024, the Complainant was required to pay the entire sale consideration on or before 13.05.2024, but admittedly paid only ₹17,82,500/- and failed to pay the balance amount. It was submitted that the Complainant suppressed these facts in the complaint.

16. The Respondent submitted that due to delays caused by the Covid-19 pandemic, the project attracted escalation costs under the Force Majeure clause, and that extensions of time were granted by RERA and HMDA authorities. Accordingly, the revised cost of the flat was calculated at ₹53,35,020/-, out of which a balance amount of ₹35,52,520/- remained payable by the Complainant.

17. It was submitted that the Respondent had advised the Complainant to execute a fresh Agreement of Sale incorporating the escalation costs and extended timeline up to December, 2026, to which the Complainant initially agreed but later failed to honour by not paying the balance amounts along with escalation costs.

18. The Respondent contended that due to the Complainant's failure to pay the due amounts and lack of cooperation, the construction of the flat could not be completed and the Sale Deed could not be executed. It was asserted that there was no deficiency of service or breach of contract on the part of the Respondent.

19. It was further submitted that possession of the flat cannot be demanded unless the Complainant pays the entire due amount along with escalation costs, interest and damages, and that possession can be handed over only after obtaining the Occupancy Certificate from the competent authority.

20. With regard to the reliefs sought by the Complainant, the Respondent submitted that the prayers seeking immediate construction, compensation for delay, execution of Sale

Deed, or alternative remedies are not maintainable, as the Complainant himself has not fulfilled his contractual obligations.

21. It was contended that the Complainant made a false declaration stating that no proceedings are pending before any court or authority, whereas according to the Respondent, multiple complaints involving the Complainant are pending before this Authority itself, and such suppression disentitles the Complainant from relief.

22. It was further contended that the complaint is defective for non-compliance with Rule 36, as details regarding payment of the prescribed fee have not been furnished.

D. Points for Determination:

23. Upon a thorough examination of the pleadings, documents placed on record, and after considering the arguments advanced by the parties, the Authority is of the considered view that the following issues arise for determination in the present matter:

1. Whether the Complainant is entitled to the reliefs sought? If so, to what extent?

E. Observations of the Authority:

24. The Complainant has approached this Authority primarily seeking a direction to the Respondent to complete the project "BECCUN LIFE STYLE" and hand over possession of Flat No. 108, Block "C", in accordance with the Agreement of Sale dated 07.02.2020. In the alternative, refund of amounts paid along with interest has been sought.

25. Before proceeding to examine the merits of the reliefs sought in the present complaint, it is relevant to note that this Authority has, in a batch of complaints filed by the Beccun Lifestyle Cultural Association comprising multiple allottees of the very same project "BECCUN LIFE STYLE" passed a common order in Complaint Nos. 189/2024, 195/2024, 196/2024, 288/2024, and 311/2024 dated 3rd November 2025. In the said common order, this Authority, after a detailed examination of the conduct of the Respondent-Promoter, recorded specific findings regarding the following serious deficiencies and statutory violations committed by the Respondent:

- a. Abandonment and non-commencement of construction activity in Blocks A, D, E, and the extensions thereof, despite the lapse of more than four years from the date of booking.

- b. Engaging in the double sale of twelve units by executing registered Agreements of Sale/AGPAs in favour of third parties, despite subsisting agreements with original allottees, in clear violation of Section 11(4)(a) of the RE(R&D) Act.
- c. Marketing and selling units on the 8th, 9th, and 10th floors of Blocks A, B, C, D, and F, and in the extension blocks, without obtaining the requisite sanctioned building permissions from the competent authority, thereby misleading allottees in violation of Sections 12 and 14 of the RE(R&D) Act.
- d. Issuing unilateral and unlawful cancellation notices to allottees without following the mandatory procedure prescribed under Section 11(5) of the RE(R&D) Act
- e. Failure to file mandatory Quarterly Progress Reports (QPRs) under Section 11(1)(b) of the Act read with Rule 17 of the Telangana Real Estate (Regulation and Development) Rules, 2017, despite issuance of show cause notices by this Authority
- f. Allowing the project registration to lapse without obtaining an extension as mandated under Section 6 of the Act; and
- g. Failing to maintain the RERA-designated project account in strict compliance with Section 4(2)(1)(D) of the Act, with no verifiable evidence of proper fund utilization being produced before the Authority.

26. Notwithstanding the aforesaid serious violations, this Authority, keeping in view the larger public interest and the welfare of the numerous allottees whose life savings and hard-earned investments remain locked in the project, afforded a final opportunity to the Respondent to complete the project. Accordingly, in the common order, the Authority directed the Respondent to submit, within thirty (30) days, a comprehensive roadmap delineating the construction phases, timelines, milestones, and a detailed financial resource plan for completion of the project, under the continued supervision and monitoring of this Authority.

27. The facts and circumstances of the present complaint are, in substance, identical to those adjudicated in the said batch order. The Complainant herein is also an allottee of a unit in the same project "BECCUN LIFE STYLE" and the grievances raised, namely, failure to commence or complete construction, absence of meaningful progress, and non-delivery of possession, are materially the same as those considered and decided by this Authority in the batch proceedings.

28. In view of the above, the findings recorded by this Authority in the common order dated 3rd November 2025 in Complaint Nos. 189/2024, 195/2024, 196/2024, 288/2024, and 311/2024 are directly applicable and relevant to the determination of the reliefs sought in the

present complaint. The Respondent stands indicted for the same pattern of default, inaction, and violations in respect of the same project. This Authority sees no reason to take a different view in respect of the present Complainant, who is similarly situated

29. Turning to the primary relief sought, namely, completion of the project and delivery of possession, this Authority observes that the Complainant has, in the first instance, prayed for a direction to the Respondent to complete the project and execute and register the Sale Deed in respect of Flat No. 108, Block "C". The alternate relief of refund has been sought only in the event that the primary direction for completion cannot be granted.

30. This Authority is of the considered view that, in the facts and circumstances of the present case, the primary relief of completion of the project is the appropriate and equitable relief to be granted. The RERA framework is, at its core, a beneficial legislation designed to ensure completion of projects and delivery of possession to allottees. Directing a refund as a matter of course, while the Respondent retains the ability to complete the project and the Complainant seeks possession, would not serve the legislative intent of the RE(R&D) Act. Accordingly, the primary direction shall be for completion of the project in accordance with the sanctioned plans and the terms of the Agreement of Sale

31. As regards the Respondent's contention that the Complainant failed to pay the balance sale consideration and is, therefore, not entitled to seek possession or relief before this Authority, this Authority is unable to accept such contention in the present circumstances. It is a well-settled principle under the RE(R&D) Act that the obligation of the allottee to make stage-linked payments is inherently reciprocal to the obligation of the promoter to demonstrate corresponding construction progress. Where construction activity has been abandoned, has come to a standstill, or is not progressing in a manner commensurate with the payment schedule stipulated in the Agreement of Sale, the allottee cannot be held in default merely for withholding instalments. The Respondent, having failed to demonstrate visible and proportionate progress at site, cannot insist upon payment of further instalments as a precondition for relief.

32. In this regard, reference is also made to the provisions of Section 19 of the RE(R&D) Act, which governs the rights and duties of allottees. While Section 19(6) imposes upon every allottee the obligation to make payments in accordance with the Agreement of Sale, and Section 19(7) provides for payment of interest for any delay in payment, these obligations are predicated upon and co-extensive with the promoter's obligation to demonstrate construction progress. As held by this Authority in the common order, where there is no progress at site, the allottee cannot be compelled to pay further instalments. The Complainant's

obligation to pay the remaining balance shall therefore be linked to and commensurate with the actual construction progress made by the Respondent, in accordance with the payment schedule stipulated in the Agreement of Sale. The Complainant shall be liable to pay the balance amounts progressively as per the construction-linked payment schedule, and upon completion of the project and receipt of the occupancy certificate, shall be obligated to pay any remaining balance consideration to enable registration of the Sale Deed in their favour.

33. Accordingly, and in consonance with the directions issued in the common order dated 3rd November 2025, the Respondent is directed to complete the project "BECCUN LIFE STYLE" strictly in accordance with the sanctioned plans, approved specifications, and the roadmap to be submitted pursuant to the said order. The Respondent shall ensure the completion and delivery of possession of Flat No. 108, Block "C", to the Complainant, along with all agreed amenities, within the timeframe to be approved by this Authority.

34. Upon completion of the project, the Respondent shall execute and register the Sale Deed in favour of the Complainant in respect of Flat No. 108, First Floor (East Facing), Block "C", admeasuring 1108 sq. ft. of built-up area, along with car parking admeasuring 80 sq. ft. and an undivided share of 25 sq. yards, as per the Agreement of Sale dated 07.02.2020, subject to the Complainant tendering the balance sale consideration in accordance with the construction-linked payment schedule and any other dues as per the terms of the Agreement.

35. The claim for compensation sought by the Complainant, falls within the exclusive jurisdiction of the Adjudicating Officer appointed under Section 71 of the RE(R&D) Act. This Authority, accordingly, does not adjudicate upon such claim, which may be pursued by the Complainant before the Adjudicating Officer by Filing Form N.

F. Directions of the Authority:

36. Having regard to the detailed findings recorded hereinabove, and in exercise of the powers conferred upon this Authority under Sections 35, 37, and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are hereby issued:

- a. The Respondent is directed to complete the project "BECCUN LIFE STYLE" strictly in accordance with the sanctioned plans, approved specifications, and the roadmap/timelines submitted pursuant to and approved under the common order dated 3rd November 2025 passed in Complaint Nos. 189/2024, 195/2024, 196/2024, 288/2024, and 311/2024, and to deliver possession of Flat No. 108, First Floor (East Facing), Block "C", to the Complainant within the statutory approved timeframe.

- b. The Complainant shall pay the balance sale consideration progressively in accordance with the construction-linked payment schedule stipulated in the Agreement of Sale dated 07.02.2020, commensurate with the actual progress of construction demonstrated by the Respondent.
- c. The Respondent shall comply with all directions and obligations imposed under the common order dated 3rd November 2025, including those relating to the dedicated project account, submission of periodic progress reports, establishment of a Grievance and Communication Cell, and any other compliance directions issued therein, all of which shall be applicable with equal force to the obligations of the Respondent in respect of the present Complainant.

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

38. The complaint is accordingly disposed of. No order as to costs.

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

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

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

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