

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 29th October, 2025

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. 387/2025/TG RERA

1. Mrs. Hemlata Lohumi

2. Mr. Chandra Shekhar Lohumi

(R/o C-602, Park Ivory, Park Street, Wakad, Pune, 411057 Maharashtra)

...Complainants

Versus

1. Ms Beejal Prahladbhai Patel

2. M/s. Pacifica (India) Projects Pvt. Ltd.

3. Mr Vikram Daita, In-Charge Engineer of the project

(Office at Nebula Infraspace LLP, 705, Shivalik Abaise, Prahladnagar, Ahmedabad, 380015)

...Respondents

The present matter filed by the Complainant herein came up for hearing on 16.10.2025 before this Authority in the presence of the Complainants in person and the Learned Counsel for Respondent no. 3 Mr. M. Naga Deepak. After hearing the arguments by the Complainants and Respondents, this Authority passes the following **ORDER**:

2. The present Complaint has been filed by the Complainants 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 reliefs against the Respondent.

A. Brief Facts of the Case as per Form M submitted by the Complainant:

3. It was submitted that the Complainants had entered into an Agreement for Sale on 16th August 2023 with the Respondent for the purchase of Flat No. CW-3-401 in the Respondent's project "Aavaas by Nebula" (RERA Registration No. P02200000223). It was stated that the Complainants had paid a total sum of ₹55,10,962/- towards the flat as per the Construction Linked Payment plan.

4. The Complainants alleged that an interest of ₹83,283/- was unduly charged by the Respondent, citing a late payment of ₹25,57,170/-. The Complainants contended that this charge was unjustified, as the demand for the said amount was raised by the Respondent only on July 20, 2023, and the payment was subsequently made on August 4, 2023. It was submitted that as no demand was raised prior to 20th July 2023, no delay in payment had occurred, referencing para 1.15 of the agreement which stipulated that payments were to be made when demanded by the builder.

5. It was further submitted that the Respondent had increased the maintenance charges from ₹25,830/-, as specified in the agreement, to ₹72,334/-. The Complainants alleged that the Agreement for Sale contained no provision that permitted such an increase in maintenance charges.

6. The Complainants stated that the promised date for handover of the flat was December 2024. However, as of the date of filing, the project was already delayed by five months. It was contended that the Respondent was obligated to provide a "ready to move" flat, complete with all specifications, amenities, and facilities as per the brochure and agreement.

7. It was also alleged that the Complainants have to pay ₹1.5 lakhs for club membership as per the agreement. The promised amenities in the brochure were either not initiated or remained in progress. The Complainants noted that during their last site visit in April 2025, the covered parking area was also found to be incomplete.

B. Relief(s) Sought

8. Accordingly, the Complainants sought the following relief:

- i. Due to unprofessional attitude of the builder, and long delay in the project completion, we have lost trust both in the project as well as the builder. Hence demand that builder should return the entire amount paid by us till date to the builder Rs 55,10,962/- with 24% interest annually plus Rs Twenty Lakhs compensation for the stress and grievance caused to us by their irresponsible and unprofessional attitude.*

C. Counter filed by Respondent no. 3

9. It was affirmed by Vikram Daitha that he is the authorised signatory of M/s Pacifica Constructions Pvt. Ltd., and stated that he was well acquainted with the facts of the case and swore to the contents of the present affidavit.

10. At the outset, it was submitted that the present complaint was not maintainable either in facts or in law and was only a vexatious and frivolous litigation to harass the Respondent herein.

11. It was submitted that the present complaint had been filed with the prayer to direct the Promoter to refund the amount of Rs 55,10,962/- along with interest @ 24% per annum and Rs 20 lakhs as compensation.

12. In relation to the first prayer, it was submitted by the Respondent that the Complainants would be entitled to the refund and interest only on account of a breach by the builder. It was further submitted that in the present case, it was the complainants/prospective purchasers who had miserably defaulted in payment of monies, thereby standing in breach of the subject agreement. It was contended that as per well-established law, one could never take undue benefit of his own wrong, and therefore, the complainants were not entitled to the relief sought.

13. It was further submitted that it ought to be appreciated that the Complainants had paid the down payment, and thereafter every payment had been delayed. Reliance was placed on an Order passed by the Karnataka Real Estate Regulatory Authority in Complaint No. CMP/201230/0007353, dated 02.01.2023, which cancelled an Agreement for Sale due to the Allottee not making payments on time. It was submitted that the present Hon'ble Authority, considering that order, had held that it went a long way in addressing the issue of allottees not adhering to payment schedules.

14. It was stated by the Respondent that it was true that the Complainants had entered into an agreement on 16-08-2023 to purchase Flat No. CW-3-401. It was submitted that interest was charged as the complainants were liable to pay in respect of construction already completed at the time of entering into the agreement.

15. It was further submitted that the allegation of the complainants having paid Rs 25,57,170/- on 4th August 2023 in response to a demand raised on 20th July 2023, and that there were no demands raised till July 2023, therefore claiming no delay in payment, was false, denied, and required strict proof. It was submitted that constant demands had been made by the Respondents for payment as per the agreed payment plan.

16. It was stated as true that the maintenance charges specified in the agreement were Rs. 1.25 per sft, it was submitted that this price was agreed upon in 2019 based on charges in 2016. It was contended that subsequently, prices had risen, and therefore the Developer was entitled

to enhance the charges. It was argued that the Agreement for Sale specifically stated that maintenance charges would be fixed on an estimate basis and subsequently actual costs could be collected. Therefore, since actual costs had gone up, the Respondent was charging Rs. 3.6 per sft, and there was no illegality in the same.

17. It was further submitted that the entire project was complete, and an application for an occupancy certificate had been submitted and was approved on 12-09-2025. Therefore, it could not be stated that the project was incomplete. It was asserted that even the clubhouse and common areas were complete.

18. It was further submitted that while the due date for handing over possession was December 2024 as per the agreement, the timeline for completion had been extended by the Hon'ble authority due to the COVID-19 pandemic. It was submitted that the project registration (No. P02200000223) was valid up to 31-12-2024, and a further extension of 6 months ending 30-06-2025 was granted. It was also submitted that the Hon'ble TGRERA, through orders dated 13-05-2020, 29-09-2020 & 01-06-2021, had further excluded 18 months of time for completing the project during COVID. Therefore, it was contended that the question of delay did not arise, much less the payment of compensation for such non-existent delay. It was also argued that once the application for an occupancy certificate was made, it could not be stated that the project was incomplete.

19. Therefore, in view of the above, it was humbly prayed that the authority be pleased to dismiss the present complaint.

C. Points for Consideration

20. Following issues arise for consideration by the Authority:

I. Whether the Complainants are entitled to the relief sought? If yes, to what extent?

D. Observations of the Authority.

POINT I

21. This Authority has carefully examined the pleadings, documentary evidence, and oral submissions advanced by both the parties. It is an undisputed fact that the Complainants had entered into an Agreement for Sale dated 16.08.2023 with the Respondents for the purchase of Flat No. CW-3-401 in the Respondents' project titled "Aavaas Hyderabad" (RERA Registration

No. P02200000223). As per the said agreement, the promised date of possession was stipulated as 31.12.2024, with an additional grace period of six months for completion and handover.

22. The Complainants have alleged that despite having paid a total sum of ₹55,10,962/- (Rupees Fifty-Five Lakhs Ten Thousand Nine Hundred Sixty-Two only) towards the said flat, the Respondents have failed to deliver possession of the unit as agreed, and therefore sought refund of the said amount along with interest and compensation. The Respondents, during the course of the hearing, did not dispute the payments made by the Complainants and have expressed their willingness to refund the said amount.

23. In light of the above, this Authority observes that the failure of the Respondents to hand over possession within the agreed timeline amounts to a violation of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, which mandates that where a promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale, he shall be liable on demand to return the amount received from the allottee along with interest at the prescribed rate.

24. Therefore, in the considered view of this Authority, the Complainants are entitled to refund of the entire amount paid, along with interest at the rate of current SBI MCLR (8.75%) + 2%, i.e., 10.75% per annum, in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. The interest shall be computed from the date of the promised possession, 31.12.2024, plus a six-month grace period, i.e., 30.06.2025, until the date of actual refund of the amount by the Respondents.

25. Further, with respect to the claim for compensation of ₹20,00,000/- sought by the Complainants, it is clarified that this Authority is not the appropriate forum to adjudicate upon such claims. Under the scheme of the RE (R&D) Act, 2016, the power to determine compensation or interest by way of damages lies exclusively with the Adjudicating Officer. Accordingly, the Complainants are at liberty to approach the Adjudicating Officer by filing an application in Form 'N' for adjudication of their compensation claim, if they so desire.

E. Directions of the Authority

26. In light of the findings recorded above and in exercise of the powers conferred under Sections 37 and 38 of the Real Estate (Regulation & Development) Act, 2016, this Authority issues the following directions:

- i. Respondent No. 2, M/s. Pacifica (India) Projects Pvt. Ltd., is hereby directed to refund the entire amount of ₹55,10,962/- (Rupees Fifty-Five Lakhs Ten Thousand Nine Hundred Sixty-Two only) received from the Complainants towards the purchase of Flat No. CW-3-401 in the project “Aavaas Hyderabad” (RERA Registration No. P02200000223), along with interest at the rate of current SBI MCLR (8.75%) + 2%, i.e., 10.75% per annum, calculated from 30.06.2025 till the date of actual refund, within 30 days of this Order, in compliance with Section 18(1) of the Real Estate (Regulation and Development) Act, 2016.
27. Accordingly, the complaint is disposed of. No order as to costs.

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

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

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

