

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. 261/2025/TG RERA

Prasenjith Kambde

*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

COMPLAINT NO. 262/2025/TG RERA

Polavarpu Satya Harish

*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

COMPLAINT NO. 263/2025/TG RERA

Erukulla Manasa

*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

COMPLAINT NO. 264/2025/TG RERA

Putti Balakrishna

*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

COMPLAINT NO. 265/2025/TG RERA

Mammididi Padmaja Reddy

*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

COMPLAINT NO. 266/2025/TG RERA

Mammididi Hari Krishna Reddy

*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

COMPLAINT NO. 267/2025/TG RERA

Apollo Bhattacharjee

*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

COMPLAINT NO. 268/2025/TG RERA

Maddi Ramesh

*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

COMPLAINT NO. 269/2025/TG RERA

Voddati Venu Gopal

*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

COMPLAINT NO. 270/2025/TG RERA

Gangashetty Arvid Kumar

*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

COMPLAINT NO. 271/2025/TG RERA

Poosa Arvid Kumar

...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

COMPLAINT NO. 272/2025/TG RERA

Nukala Sandeep

...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

ORDER:

2. Considering the commonality of issues involved and upon a specific request made by the Complainants and there being no objection raised by the Respondent to such course of action, all the complaints have been clubbed together and are being adjudicated by way of a common order.

3. 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:

4. The present batch of complaints has been filed by individual allottees of residential flats in the real estate project titled “BECCUN LIFE STYLE”, developed and promoted by M/s Beccun Infrastructure Limited, represented by its Managing Director Mr. Puram Prashanth Kumar. The said project is situated at Kompally, Hyderabad and is a registered real estate project under the Real Estate (Regulation and Development) Act, 2016, bearing RERA Registration No. P02200001308.

5. The Complainants in the present batch purchased residential flats in various blocks of the said project between the years 2020 and 2021, on the basis of representations, assurances, brochures, and Agreements of Sale/Memoranda of Understanding issued by the Respondent. At the time of booking and execution of the respective agreements, the Respondent assured completion of construction and delivery of possession within a period ranging between two to three years, depending upon the date of purchase, and further assured execution and registration of sale deeds upon receipt of the agreed consideration.

6. Pursuant to the said assurances, the Complainants paid substantial portions of the total sale consideration amounts, either as token advances, stage-wise payments, or through housing loans sanctioned by various banks. In several cases, the Complainants have already paid a significant percentage of the total consideration and have expressed readiness and willingness to pay the balance amounts as per the agreements, subject to completion of construction and lawful handover.

7. It is the consistent grievance of the Complainants that, despite the lapse of the promised completion period and passage of more than four to five years from the dates of purchase in several cases, the Respondent has failed to complete construction of the project and has not handed over possession of the allotted flats. Construction activity in the project has remained extremely slow, irregular, and in several blocks incomplete, with no clear or reliable timeline being communicated to the allottees.

8. The Complainants submit that repeated oral and written requests were made to the Respondent seeking updates on construction progress and tentative dates of completion. However, the Respondent failed to provide any satisfactory response or transparent information and continued to demand further payments without demonstrating corresponding progress at the site. In certain cases, the Respondent invoked escalation costs and force majeure clauses, despite the absence of proportionate construction progress.

9. Some of the Complainants, having lost confidence in the Respondent's ability and willingness to complete the project, sought either immediate completion and registration of their flats or refund of the amounts paid along with interest. In certain instances, despite submission of cancellation requests and assurances of refund by the Respondent's representatives, no refund has been made even after a lapse of considerable time.

10. The Complainants further allege that the Respondent has failed to adhere to its statutory obligations under the Real Estate (Regulation and Development) Act, 2016, including timely completion of the project, updating project status, maintaining transparency, and safeguarding the interests of the allottees. The prolonged delay, lack of communication, and uncertainty surrounding the project have caused severe financial hardship, mental stress, and prejudice to the Complainants, many of whom have invested their life savings and are also servicing home loans without receiving possession.

11. Aggrieved by the inordinate delay, non-completion of construction, failure to execute and register sale deeds, and the Respondent's continued default, the Complainants have approached this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking appropriate directions and reliefs in accordance with law.

B. Relief(s) Sought:

12. In view of the facts and circumstances stated above, and the continuing failure of the Respondent to fulfil its contractual and statutory obligations, the Complainants have sought the following reliefs from this Hon'ble Authority:

- 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:

13. The Respondent has filed a common counter in the present batch of complaints, wherein the maintainability of the complaints has been questioned at the outset. The Respondent submits that the complaints filed by the Complainants are not maintainable either in law or on facts and are liable to be dismissed in limine. The Complainants have been put to strict proof of all the allegations made against the Respondent.

14. It is contended that the complaints are not properly filed in the prescribed Form-M as mandated under the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder. According to the Respondent, several mandatory particulars have not been correctly filled, including details relating to jurisdiction and payment of requisite fees, rendering the complaints defective and not maintainable.

15. The Respondent further denies the allegations relating to purchase of flats, commitment of completion within the stipulated period, payment of amounts, and alleged delay in construction. It is submitted that the Complainants have suppressed material facts, particularly with regard to their failure to pay the due amounts as per the payment schedules stipulated in the respective Agreements of Sale/MOUs. The Respondent asserts that the Complainants themselves are in default of payment and, therefore, are not entitled to seek possession, registration of sale deeds, or any other relief.

16. The Respondent has raised identical preliminary objections as in the previous batch: maintainability, defective Form-M, alleged misrepresentation as "Owner", lack of jurisdiction (civil court), denial of delay, blame on Complainants for non-payment, escalation costs, Force Majeure, unilateral revision of timelines till December 2026, and alleged suppression of pending cases

17. It is specifically contended that in several cases, the Agreements of Sale filed by the Complainants are either incomplete, unsigned, or not legally valid, and therefore cannot be relied upon. In certain matters, the Respondent submits that the Complainants are not "allottees" but have entered into Memoranda of Understanding as investors, and as such, the disputes are of a civil and contractual nature, falling outside the jurisdiction of this Authority and requiring adjudication by the competent Civil Court.

18. The Respondent further submits that delays in construction occurred due to reasons beyond its control, including the COVID-19 pandemic, force majeure conditions, financial constraints, and non-cooperation by certain purchasers. It is stated that the Respondent had obtained time extensions from the RERA Authority and that the project is being developed in

accordance with applicable permissions and timelines as extended. The Respondent denies any deficiency of service or violation of the provisions of the RERA Act.

19. With regard to the reliefs sought, the Respondent contends that the Complainants cannot demand execution and registration of sale deeds or delivery of possession without first clearing all outstanding dues, including escalation costs, interest, and other charges, and without the Respondent obtaining the requisite Occupancy Certificate from the competent authority. The Respondent submits that mere readiness expressed by the Complainants is insufficient unless full compliance with contractual obligations is demonstrated.

20. The Respondent contends that the delay, if any, is attributable to the Complainants themselves, who have failed to pay a substantial portion of the balance sale consideration in accordance with the agreed payment schedule. It is submitted that the Complainants have, in fact, admitted their liability to pay the outstanding amounts, yet have failed to discharge the same till date. The Respondent further asserts that, owing to escalation in costs, permissions granted under applicable RERA guidelines, and the occurrence of force majeure conditions, the total project cost has undergone revision, thereby increasing the payable amount. In such circumstances, the Respondent submits that the Complainants cannot seek possession without first clearing the outstanding balance consideration, as per the terms of the Agreement for Sale.

21. The Respondent also denies the allegations relating to non-communication, refund assurances, and blocking of communications, and submits that such averments are false, frivolous, and made only to harass the Respondent. It is further alleged that the Complainants have misled this Authority by declaring that no other proceedings are pending, whereas other complaints involving the same project are already pending before this Authority.

22. On these grounds, the Respondent submits that the Complainants have no locus standi to maintain the present complaints and that the reliefs sought are not maintainable under the Real Estate (Regulation and Development) Act, 2016. The Respondent has prayed for dismissal of the complaints with exemplary costs and has reserved its right to file additional counters, if necessary.

D. Points for Determination

23. Upon careful consideration of the pleadings, documents placed on record, and the submissions advanced by the learned counsel appearing for both parties, this Authority is of

the considered view that the following points arise for determination in the present batch of complaints:

1. Whether the Complainants have the requisite locus standi to maintain the present complaints before this Authority under the Real Estate (Regulation and Development) Act, 2016?
2. Whether the Complainants are entitled to the reliefs as sought in the complaints, including:
 - a) Whether the Complainants are entitled to a direction against the Respondent to complete the construction of the project “BECCUN LIFE STYLE” in accordance with the sanctioned plans, representations made, and the terms of the respective Agreements of Sale/MOUs, and to communicate a definite timeline for completion and delivery of possession?
 - b) Whether the Complainants are entitled to a direction to the Respondent to execute and register Sale Deeds in their favour in respect of the allotted flats as semi-finished units, upon payment of the balance sale consideration as per the agreements?
 - c) Whether the Complainants are entitled to compensation and/or interest for the delay in completion of construction and delivery of possession, in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the respective contractual terms?
 - d) Whether the Complainants who have sought refund of the amounts paid are entitled to such refund along with interest, and if so, to what extent?
 - e) Whether the Respondent is justified in invoking force majeure clauses, escalation costs, and alleging default on the part of the Complainants, and whether such actions are in conformity with the provisions of the Act and the Agreements executed between the parties?
3. Whether the Respondent has violated any of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, and if so, what directions or consequences are warranted in the facts and circumstances of the case?

E. Observations of the Authority

Point 1: Whether the Complainants have the requisite locus standi to maintain the present complaints before this Authority?

24. At the outset, the Respondent has raised a preliminary objection questioning the maintainability of the present complaints on the ground that the Complainants allegedly lack locus standi to invoke the jurisdiction of this Authority. It is contended by the Respondent that the complaints are defective, not properly filed in Form-M, that some Complainants are not “allottees” but investors, and that the disputes raised are contractual or civil in nature, falling outside the jurisdiction of this Authority.

25. This Authority has carefully examined the said objection in light of the pleadings, documents placed on record, and the statutory framework governing the Real Estate (Regulation and Development) Act, 2016.

26. Section 31(1) of the RE(R&D) Act unequivocally provides that any aggrieved person may file a complaint before the Authority for any violation or contravention of the provisions of the Act or the rules and regulations made thereunder. The expression “any aggrieved person” has been consciously employed by the legislature to confer wide standing and to ensure that technicalities do not defeat the substantive rights of homebuyers

27. From a perusal of the material on record, it is evident that the Complainants have entered into arrangements for purchase of residential units in the project “Beccun Life Style” and have paid substantial portions of the sale consideration. The Respondent does not dispute receipt of such amounts and has issued payment receipts, booking forms, and allotment confirmations in respect of the said units.

28. The Respondent, however, has sought to contend that in the absence of duly executed Agreements of Sale signed by both parties, the Complainants cannot be treated as allottees. This contention cannot be accepted. The issuance of receipts, acknowledgment of payments, and allotment of specific units clearly establish the existence of a transaction and the intention to transfer such units in favour of the Complainants.

29. In such circumstances, this Authority holds that the Complainants fall within the definition of “allottees” under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, and their rights and interests are directly linked to the completion of the project, execution of conveyance, and delivery of possession.

30. The contention of the Respondent that the disputes are civil in nature and ought to be adjudicated by a Civil Court is also untenable. The RE(R&D) Act is a special legislation enacted to protect the interests of homebuyers, and the jurisdiction of this Authority cannot be ousted merely by characterizing the dispute as contractual, when the allegations relate to delay in completion, non-delivery of possession, and other violations of the RE(R&D) Act

31. As regards the alleged defects in Form-M, it is a settled principle that procedural requirements are directory in nature, unless prejudice is demonstrated. Minor defects or omissions in the prescribed format cannot be treated as fatal to the proceedings. In the present case, the Respondent has actively participated in the proceedings and contested the matter on merits, and no prejudice has been shown. Accordingly, such objections are rejected.

32. The mere pendency of other complaints relating to the same project does not disentitle the Complainants from independently approaching this Authority for redressal of their grievances.

33. In view of the above discussion, this Authority holds that the Complainants are aggrieved persons within the meaning of Section 31 of the Real Estate (Regulation and Development) Act, 2016, and possess the requisite locus standi to maintain the present complaints before this Authority.

34. Accordingly, the preliminary objection raised by the Respondent on the issue of maintainability and locus standi is rejected.

Point No. 1 is answered accordingly.

Point 2: Whether the Complainants are entitled to the reliefs as sought in the complaints, including:

a) Whether the Complainants are entitled to a direction to the Respondent to complete the project and communicate a definite timeline for completion and delivery of possession?

35. This Authority has carefully examined the submissions advanced by both parties, the documents placed on record, and the relevant provisions of the Real Estate (Regulation and Development) Act, 2016

36. It is not in dispute that the Respondent is the promoter of the project “Beccun Life Style” and that the project was registered under the provisions of the Act. It is further an admitted position that the Complainants had booked their respective flats between the years 2020 and 2022, based on representations made by the Respondent that the construction would be completed within a period of two to three years, and possession would be delivered accordingly.

37. The Agreements for Sale and representations made at the time of booking consistently indicated a committed timeline of approximately 36 months for completion and delivery of possession. In certain instances, specific timelines such as completion by June 2022

or registration upon receipt of sanctioned plans were also conveyed. These commitments are not mere private assurances but acquire statutory significance under the Act, particularly in light of the obligations cast upon the promoter under Section 11(4)(a) to develop the project in accordance with sanctioned plans and agreed timelines

38. However, the material on record clearly demonstrates that the said timelines have long since elapsed. In several cases, the committed possession period expired as early as 2022–2023, and yet, even as on date, construction remains incomplete. In fact, as already recorded by this Authority in earlier batch proceedings concerning the same project, certain blocks have not even witnessed commencement of construction despite the lapse of several years.

39. The Respondent has sought to justify the delay by attributing it to various factors, including the COVID-19 pandemic, alleged force majeure conditions, financial constraints, and defaults on the part of certain allottees. This Authority has carefully considered these submissions but finds them to be unsubstantiated and legally untenable.

40. While it is true that the COVID-19 pandemic constituted a force majeure event and certain general extensions were granted by authorities, such benefit cannot be construed as an indefinite shield against delay. The Respondent has failed to demonstrate any specific impact of such force majeure conditions on the progress of the project, nor has it established compliance with the statutory requirement of seeking extension of registration for the project as a whole under Section 6 of the Act. On the contrary, the record indicates that the registration of the main project has lapsed as on 30.07.2025, with extensions having been obtained only for limited extended portion of Block A and B and not for the entire project.

41. The Respondent's attempt to rely upon such partial extensions to justify delay in the entire project is misconceived and cannot be accepted.

42. Similarly, the contention that delay was occasioned by non-payment on the part of certain allottees is equally untenable. The statutory scheme of the Act makes it clear that the obligation of the allottee to make payments is reciprocal to the obligation of the promoter to carry out construction in a time-bound manner. Where construction itself has not progressed or has remained stalled, the promoter cannot insist upon further payments nor attribute delay to the allottee.

43. Moreover, the RE(R&D) Act provides specific remedies to the promoter in the event of default by an allottee. However, no material has been placed on record to demonstrate that such remedies were invoked or that valid demand notices were issued in accordance with the terms of the agreement. Mere allegations of default, in the absence of supporting evidence, cannot justify prolonged inaction in execution of the project

44. This Authority also notes that the explanations offered by the Respondent, including alleged site interference and financial constraints, are unsupported by any cogent or contemporaneous material. Such generalized assertions cannot be accepted as justification for delay, particularly in a project where construction has remained stagnant for several years.

45. The prolonged delay, coupled with lack of transparency and absence of any credible timeline for completion, has caused significant prejudice to the Complainants, many of whom are servicing housing loans without being put in possession of their respective units.

46. In view of the above, this Authority has no hesitation in holding that the delay in completion of the project is attributable solely to the Respondent and constitutes a clear breach of its statutory obligations under the RE(R&D) Act.

47. Further, with respect to the Complainant/allottees in CC No. 270/2025 and CC No. 265/2025, who have been allotted units bearing Nos. C-905 and A-808 respectively, this Authority, upon scrutiny of the material placed on record, observes that the Respondent has marketed and sold units situated on the 8th, 9th, and 10th floors of Blocks A, B, C, D, and F, as well as in the extended portions of Blocks A and E, despite there being no sanctioned building permission for construction beyond the 7th floor. This conduct clearly establishes that the Respondent has engaged in misrepresentation and deviation from sanctioned plans, in violation of Sections 12 and 14 of the Real Estate (Regulation and Development) Act, 2016, by portraying such units as part of the approved project and inducing allottees to invest in the same. Insofar as the legal status of such units is concerned, it is a settled position that construction carried out without requisite sanction cannot be recognized as part of the approved project. Consequently, this Authority cannot direct delivery of possession in respect of such unsanctioned units.

48. However, this Authority cannot overlook the fact that the affected allottees have parted with substantial consideration based on the representations of the Respondent. Being a beneficial legislation intended to protect the interests of homebuyers, the Act mandates that such allottees must be adequately safeguarded against the consequences of the promoter's unlawful conduct.

49. Accordingly, this Authority directs the Respondent to offer to the affected allottees alternate units of equivalent area, configuration, and value within the duly sanctioned portion of the project, subject to availability, and without imposing any additional financial burden. In the event that no such alternate units are available, or if the allottee does not find the offered unit acceptable, the concerned allottee shall be entitled to refund of the entire amount paid, together with interest under Section 18(1)(a) of the RE(R&D) Act, at the rate prescribed under

Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, from the respective dates of payment till realization.

50. The Complainants have 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 Complainants are at liberty to pursue such claims before the competent Adjudicating Officer, in accordance with law

51. 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;

52. 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.

F. Directions of the Authority

53. 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:

- 1) The Respondent shall complete the construction of the project “Beccun Life Style” in all respects, strictly in accordance with the sanctioned plan. The Respondent shall, within thirty (30) days, communicate a clear, phase-wise and time-bound schedule for completion of the project to all concerned allottees.
- 2) In cases where a formal Agreement of Sale has not been executed, the Respondent shall execute Agreement of Sale within thirty (30) days, reflecting the originally agreed consideration, without any unilateral escalation.
- 3) The Complainants shall be liable to pay the balance sale consideration strictly on a stage-wise basis, proportionate to the actual progress of construction, and not otherwise
- 4) In respect of allottees who have been allotted units in floors constructed without sanctioned approval, the Respondent shall, within thirty (30) days, offer alternate units of equivalent area, configuration, and value within the sanctioned portion of the project, without any additional cost. The concerned allottees shall communicate their acceptance or otherwise within fifteen (15) days of such offer. In the event that no alternate unit is available, or the allottee does not accept the offered unit, the Respondent shall refund the entire amount paid, together with interest under Section 18(1)(a) read with Rule 15 of TG RE(R&D) Rules, 2017, from the respective dates of payment till realization. Such refund shall be effected within forty-five (45) days from the date of refusal or expiry of the acceptance period.

- 5) 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.
- 6) The Respondent shall continue to operate the existing RERA-designated project account strictly in accordance with the mandate of Section 4(2)(l)(D) of the Real Estate (Regulation and Development) Act, 2016. Notwithstanding the statutory requirement of maintaining seventy percent (70%) of the amounts realized from allottees in the said account, the Respondent is hereby directed to deposit one hundred percent (100%) of all sums received from existing and future allottees into the said dedicated account. The Respondent shall submit monthly statements of account and utilization certificates, duly certified by a Chartered Accountant, to the Secretary, Telangana RERA.
- 7) The Respondent shall ensure regular and accurate updation of the project status on the official RERA web portal and maintain transparency with respect to construction progress, approvals, and timelines, in strict compliance with the provisions of the Act and Rules.
- 8) In the event the Respondent fails to complete the project within the timelines approved by this Authority, the Complainants shall be at liberty to approach this Authority under Section 8 of the Real Estate (Regulation and Development) Act, 2016, for appropriate measures to safeguard the interests of the allottees and to ensure completion of the project in accordance with law.

54. 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.

55. 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