

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 147/2025/TG RERA

Dated: 2nd September 2025

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

1. Achanti Vaishnavi Mounica

2. Anumalsetty Uday Kiran

*(R/o B-403, Sai Signature Appts, Hanuman Mandir Lane,
Nanakramguda, Hyderabad, Telangana – 500032.)*

...Complainant

Versus

M/s. Vasavi Realtor LLP,

*(Rep by its Designated Partner, Vijay Kumar Yerram & Kandey Ramesh,
Vasavi Corporate,
H.No.8-2-703/7/1 and 8-2-703/7/1/A,
4th Floor, Vasavi Corporate Building, Amrutha Valley Apartments,
Road No. 12, Banjara Hills, Hyderabad, Telangana – 500034)*

...Respondent

The present matter file by the Complainant herein came up for hearing on 11.07.2025 before this Authority in presence of Complainant in person and Respondents Counsels Sri D Madhav Rao and M.K.Joy Raj; upon pursuing the material on record and on hearing arguments of the both the parties and having stood over for consideration till this day, the following order is passed:

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 “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 relief(s) against the Respondents.

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

3. It is submitted that the Complainants purchased a flat in the project “Vasavi Lake City West” in September 2020, relying on the advertisements, representations made by the sales team, and the information available on the website of the Respondent, which described the

project as well-planned and timely executed by respected builders. The promised possession date at the time of purchase was August 2023 plus an additional six months as per the Agreement of Sale.

4. It is stated that due to family requirements, the Complainants expressed their intention to upgrade their flat and enquired with the CRM/Sales Team and Project Director, Sri Kande Ramesh, regarding the delays and expected handover. They were informed that a COVID extension of one year had been granted, and the project would be completed by 07.02.2025, as per RERA approval, with the plan to obtain a partial occupancy certificate and proceed with tower-wise handover. Based on this assurance, the Complainants entered into a fresh Agreement of Sale in June 2024 for the upgraded flat, wherein the revised promised possession date was set as August 2024 plus an additional six months.

5. It is contended that despite these assurances, the project remained incomplete till this day. It was alleged that the Respondent failed to make significant progress towards the committed timelines and instead kept postponing the handover date. Apart from the AOS dates, revised dates such as Dusshera/Diwali 2024, March 2025, and June 2025 were given, but none were adhered to.

6. It is further submitted that as of February 2025, only 60% – 70% of the project was completed, with common amenities including lifts, power supply, clubhouse, landscaping, and STP remaining incomplete. Despite several follow-ups, the Respondent failed to provide a clear roadmap for completion.

7. It is submitted that such delay amounts to breach of the Agreement of Sale as well as violation of the completion date approved by RERA. The prolonged delay, lack of accountability, and failure to provide firm timelines caused severe financial strain, mental stress, and emotional distress.

B. Relief(s) Sought:

8. Accordingly, the Complainant sought the following reliefs:

- i. To direct the Respondent to complete the construction and hand over possession of the flat at the earliest, within a fixed and enforceable timeframe, failing which strict penalties be imposed.

- ii. To direct the Respondent to pay interest on the amounts paid by the Complainants from the promised possession date until actual date of handover, at the rate prescribed under Section 18 of the Act, 2016.
- iii. To direct the Respondent to pay compensation for the mental stress, financial strain, and disruption to the Complainants' personal and professional life caused by the delays, negligence, and false assurances.

C. Counter filed by the Respondent:

9. It is submitted by the Respondent that the complaint is not maintainable either in law or on facts and is liable to be dismissed. It is submitted that the complainant has not followed the remedies available under the Agreement for Sale for resolution of disputes before approaching this Hon'ble Authority. Further, no prior legal notice was issued before filing this complaint, which itself renders the application defective and not maintainable.

10. It is submitted that the project "Lake City-West" was developed lawfully after obtaining rights from the landowners under registered documents, covering 43,298.17 sq. yds. While requisite land conversion permissions and building permissions for construction of multi-storied apartments were obtained on 07.02.2020. The project consists of seven towers (cellars + ground + 14 upper floors) and a clubhouse (stilt + five upper floors). The project was duly registered with this Authority vide Registration No. P02500001819 dated 20.03.2020.

11. It is further submitted that the Complainant was allotted an apartment in the project vide booking dated 07.11.2021, and was allotted an apartment No. W.040511 on the 5th Floor of Tower 4, admeasuring 1920 sq. ft., along with car parking, for a total consideration of Rs. 92,54,880/-. The Agreement of Sale sets out the carpet area, balcony/veranda area, common area, and undivided share of land. The Complainant has paid Rs. 75,08,970/- towards the sale consideration, while the balance amount remains payable in accordance with the agreed payment schedule.

12. It is submitted that as per Clause 7 of the Agreement, the Respondent was obligated to hand over possession of the flat and common areas by 31.08.2023, subject to extension in the event of force majeure. The Agreement itself clearly records that timely delivery is the essence of the contract but also recognises that the period of completion shall stand extended to the

extent of delay caused by force majeure conditions, during which period the allottee is not entitled to claim compensation.

13. It is submitted that the complainants have not come before this Hon'ble Authority with clean facts but with an ulterior motive to make unlawful gain and that there has been material suppression of facts of the case with regard to the claim and the relief sought therein.

14. It is further stated that COVID-19 is a force majeure event duly recognized under law, and hence the timelines stood extended. The Respondent contended that the COVID-19 pandemic, subsequent lockdowns, and migration of labourers had severely impacted construction work. The Respondent further relies on the orders of the Hon'ble Supreme Court in *Suo Motu Writ Petition No. 3 of 2020*, whereby the period from 15.03.2020 till 28.02.2022 was excluded for the purposes of computation of limitation across various statutes. It is contended that the extension of time for completion of the project was not only factually justified but also recognised in law.

15. In addition to COVID-19, the Respondent submits that unforeseen site conditions such as rocky terrain requiring manual excavation further delayed the project. Owing to restrictions on blasting due to the residential nature of the surrounding locality, excavation could only be done manually, which compounded the delay. These challenges were communicated to all allottees through regular updates and meetings.

16. The Respondent also submits that certain third-party disputes adversely impacted the project timelines. These include cases such as RERA Case No. 190/2020, W.P. Nos. 2694/2021, 13898/2022, 33433/2023, W.A. No. 584/2023, SLP Nos. 9694–9695/2023, and W.P. No. 26301/2024, some of which are still pending. While most have been resolved, their pendency at various points of time hindered the smooth progress of the project.

17. It is contended that the project has been executed strictly in accordance with approved plans and specifications, and any clerical or typographical errors in the Agreement of Sale cannot be construed to create liability. It is the case of the Respondent that more than 90% of the project construction is completed and the project is presently in its final finishing stage. An extension of registration has already been granted by this Authority till 07.02.2026, within which period the Respondent undertakes to deliver possession of the apartments to all allottees.

Communications have also been issued to purchasers for payment of balance amounts, as completion is nearing.

18. With regard to the claims for interest and compensation, the Respondent submits that in view of the force majeure conditions, no such relief is available to the Complainant under law. Section 6 of the Act specifically contemplates force majeure events such as natural calamities and other circumstances beyond the control of the promoter. The Respondent submits that the COVID-19 pandemic, together with the extraordinary circumstances outlined above, clearly falls within the scope of force majeure.

D. Rejoinder filed by the Complainant:

19. It is submitted by the Complainant that the Respondent's preliminary objection on the ground of maintainability is wholly baseless, vague, and legally untenable. The present complaint has been filed under the provisions of the RE(R&D) Act, 2016, seeking redressal for the inordinate delay in handing over possession of the flat booked under the registered project. The Agreement of Sale dated 19.08.2024 clearly stipulates the committed date of possession as 31.08.2024, yet despite the lapse of the committed period, possession has not been offered. The project is only around 85% complete as on the date of filing of the complaint on 22.02.2025. Telangana RERA has clear jurisdiction to entertain complaints by allottees in such circumstances, and hence the objection of the Respondent is liable to be rejected outright.

20. The objection of the Respondent that the Complainant ought to have availed methods as provided in the Agreement in the event of disputes is equally untenable. The Complainant has already placed on record all relevant evidence including Minutes of Meetings and Form-M in support of the claims and has made multiple attempts to engage with the Respondent. The further objection that no legal notice was issued prior to filing of this complaint is also without merit, since RERA does not mandate issuance of such notice as a precondition. The grievance regarding delay was repeatedly raised by the Complainant and other allottees during meetings organized by the Respondent, and in each such meeting, the Respondent merely offered fresh timelines, without ever addressing the underlying issue. The Respondent was therefore fully aware of the grievance and cannot claim surprise.

21. The Respondent's recital of project details, such as lawful ownership, land conversion, building permission, and RERA registration are not disputed. Nor is there any dispute with

respect to the booking of the flat, its identification, or the consideration agreed. However, the Respondent has sought to misstate the booking date and agreement details. As per the RE(R&D) Act, the Agreement of Sale is the primary document and as per the Agreement the committed date of possession is clearly stated as 31.08.2024. It is further submitted that booking date helps show the sequence and buyer's commitment. However, the date mentioned by the Respondent is inaccurate. The Agreement mentions 27.09.2020 as the date of booking along with two car parking.

22. In response to the Respondent's claims for entitlement to extension of registration of the project, it is submitted by the Complainant that as per the Agreement, possession was to be delivered by 31.08.2024, with a further grace period of six months. Even after expiry of such period, as of the date of complaint, possession has not been delivered. The Respondent's reference to schedules of amenities or permissions obtained is irrelevant to the core issue, which is the failure to deliver possession within the promised timeline to the Complainant.

23. It is submitted that Clause 5 of the Agreement of Sale imposes a clear obligation on the promoter to abide by the declared time schedule and hand over possession by 31.08.2024. Clause 7.1 makes timely possession the essence of the contract. The Respondent seeks to shelter behind force majeure by citing COVID-19. This defense is misplaced in the present case, since the Agreement of Sale was executed on 19.08.2024, i.e., well after the pandemic, when the Respondent had full knowledge of its impact.

24. It is submitted that no Occupancy Certificate has been obtained till date, and no written offer of possession has been made. The Respondent therefore stands in default under both Clauses 7.1 and 9 of the Agreement, which recognize failure to deliver possession as an event of default attracting consequences, including liability to pay interest.

25. In response to the Respondent's allegation that the Complainant has suppressed material facts and acted with ulterior motives, the Complainant submits that the same is false and baseless. The Complainant has approached this Authority with clean hands, filing the Agreement of Sale, payment proofs, meeting records, and correspondence. It is the Respondent who has failed in its fundamental obligation to complete the project and hand over possession.

26. The attempt of the Respondent to justify the delay on the ground of force majeure is also untenable. The Agreement of Sale was executed in August 2024, long after the COVID-

19 pandemic and its consequences were well known and factored into construction timelines. The Respondent, with full knowledge of the situation, nevertheless committed to delivering possession by 31.08.2024, with an additional six-month grace period. The plea that COVID-19 constitutes an unforeseen force majeure event is therefore misplaced and cannot absolve the Respondent of liability. Similarly, the reliance on labour dislocation, unspecified “other factors,” or litigation disputes is vague, unsupported by contemporaneous evidence, and raised only now to escape accountability. No communication disclosing these so-called impediments was ever issued to the Complainant at the relevant time. In fact, the Respondent itself admitted funding constraints and legal issues as the cause of delay in meetings with allottees, which are risks that do not qualify as force majeure.

27. It is further submitted that the attempt to dismiss the agreed possession date as a clerical or typographical error is wholly untenable. The Agreement of Sale dated 19.08.2024 specifically records the possession date of 31.08.2024, and this commitment was acknowledged by the Respondent in the Minutes of Meeting dated 24.11.2024 and again in the coordination meeting held on 22.03.2025, where the Respondent agreed to pay rent for the delay. If the Respondent believed the date to be erroneous, they ought to have executed formal rectification documents or mutual addendums. No such rectification was ever sought or made, and indeed multiple agreements were executed during this period with the same possession timeline. The plea of “clerical error” is therefore an afterthought and cannot absolve the Respondent.

28. While the Respondent states that RERA registration was extended until February 2026, this only extends the overall validity of the project, not the specific contractual commitments made to individual allottees. The Complainant’s right to possession by 31.08.2024 is not diluted by the project extension. Likewise, pendency of third-party litigation has been raised, but such disputes were never disclosed in a timely manner, nor do they suspend the Respondent’s obligation towards the Complainant under the Agreement of Sale.

29. The Respondent’s undertakings that 90% work is complete, or that they are making “all efforts” to deliver possession, cannot substitute compliance with contractual obligations. As of the complaint date, no Occupancy Certificate has been obtained, no possession offered, and the Complainant remains deprived of the flat despite having paid 90% of the consideration. The balance is contractually payable only at the time of registration and possession, and the Respondent’s allegation of arrears is incorrect.

30 The plea that interest and compensation cannot be awarded is contrary to the scheme of RERA. Interest for delay is a statutory entitlement of the allottee once the promoter fails to deliver possession within the agreed period. Compensation for mental agony and hardship is also a recognized head of relief where delay has caused financial and personal distress. The Complainant has paid substantial sums and has suffered disruption and uncertainty due to the Respondent's failure. The justifications of rocky terrain or blasting restrictions are being raised for the first time in this counter, with no prior communication or disclosure, and in any event, these are foreseeable construction risks which the promoter ought to have factored into their timeline.

31. The Respondent's counter is an attempt to deflect attention from the central fact that despite express contractual commitments, possession has not been handed over. The Respondent's assertions of reputation, effort, or industry-wide challenges cannot override the statutory and contractual rights of the Complainant. The Complainant has acted in good faith, complied with all obligations, and only seeks lawful relief of interest for delay and, if deemed appropriate, compensation.

32. In light of the above, the complainant has prayed that this Hon'ble Authority may be pleased to direct the Respondent to pay interest for the period of delay in handing over possession, and to pass any other appropriate orders in the interest of justice and equity.

E. Points for Consideration:

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

1. Whether the present complaint is maintainable before this Authority?
2. Whether the Complainants are entitled to the reliefs as prayed for?

F. Observations of the Authority:

Point 1: Maintainability of the Complaint

35. The Respondent has raised an objection as to the maintainability of the present complaint on the ground that the Complainants failed to first resort to the contractual dispute resolution mechanism envisaged in the Agreement of Sale, namely an amicable settlement by

mutual discussion, prior to approaching this Authority. It is further contended that no prior legal notice was issued, rendering the complaint defective.

36. The Authority finds these objections untenable for the following reasons:

37. The relevant Dispute Resolution clause in the Agreement of Sale is reproduced below for ready reference:

33. Dispute Resolution clause in the Agreement of sale executed between the parties, the said clause stated that all or any disputes arising out of touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through adjudication officer appointed under the Act.

38. It is clear from the above that the clause only requires the parties to attempt an amicable settlement by mutual discussion. Such a clause is at best directory and cannot oust or restrict the statutory jurisdiction of this Authority.

39. Section 79 of the RE(R&D) Act expressly bars the jurisdiction of Civil Courts in respect of any matter which this Authority, the Adjudicating Officer, or the Appellate Tribunal is empowered to determine. Likewise, Section 88 clarifies that the provisions of the RE(R&D) Act are in addition to, and not in derogation of, other laws. Thus, the intention of the legislature is that remedies under this beneficial legislation must remain open to allottees, irrespective of any private clause for amicable settlement.

40. Even in cases where agreements contained arbitration clauses (which is not the case here), the Hon'ble Supreme Court and the Hon'ble NCDRC have consistently held that such clauses cannot circumscribe the jurisdiction of consumer fora or statutory authorities constituted under special enactments.

41. In *National Seeds Corporation Ltd. v. M. Madhusudhan Reddy* (2012) 2 SCC 506, the Supreme Court held that remedies under special statutes are in addition to, and not in derogation of, other remedies. For ready reference, the relevant extract is reproduced below:

**“49. Support to the above view is also lent by Section 79 of the recently enacted Real Estate (Regulation and Development) Act, 2016 (for short "the Real Estate Act"). Section 79 of the said Act reads as follows:-
'79. Bar of jurisdiction - No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no*

injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.'

It can thus, be seen that the said provision expressly ousts the jurisdiction of the Civil Court in respect of any matter which the Real Estate Regulatory Authority, established under Subsection (1) of Section 20 or the Adjudicating Officer, appointed under Subsection (1) of Section 71, or the Real Estate Appellate Tribunal established under Section 43 of the Real Estate Act, is empowered to determine. Hence, in view of the binding dictum of the Hon'ble Supreme Court in A. Ayyaswamy (supra), the matters/disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which, to a large extent, are similar to the disputes falling for resolution under the Consumer Act.

*56. Consequently, we unhesitatingly reject the arguments on behalf of the Builder and hold that an Arbitration Clause in the afore-stated kind of Agreements between the Complainants and the Builder cannot circumscribe the jurisdiction of a Consumer Fora, notwithstanding the amendments made to Section 8 of the Arbitration Act. ”**

42. Similarly, in *Aftab Singh &Ors. v. Emaar MGF Land Ltd. &Ors.* (Consumer Case No. 701 of 2015, decided on 13.07.2017), it was held that arbitration clauses in builder-buyer agreements cannot oust the jurisdiction of consumer fora. The said view was later upheld by the Hon'ble Supreme Court in Civil Appeal Nos. 23512–23513 of 2017. The relevant para reads:

25. This Court in the series of judgments as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration Act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection Act on the strength of an arbitration agreement by Act, 1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainant has also been explained in Section 2(c) of the Act. The remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."

43. In the present matter, there is only a clause requiring amicable discussion before invoking remedies. Such a clause is directory at best, and cannot override or defeat the statutory right of the Complainant to approach this Authority under the RE(R&D) Act. Accordingly, this Authority has no hesitation in holding that the Complainant is well within its rights to approach

this forum without being first compelled to pursue an amicable settlement under the Agreement. The objection of the Respondent as to maintainability is therefore rejected.

Point No. 2:

44. The Complainants have sought relief on the ground that there has been an inordinate delay in handing over of possession of the subject flat. The Complainants have sought relief on the ground that there has been an inordinate delay in handing over possession of the subject flat, despite payment of approximately 80% of the total sale consideration, causing significant financial and emotional distress.

45. It is the case of the Complainants that the Agreement of Sale executed for the upgraded flat, clearly stipulated that possession of the subject flat would be handed over by August 2024, with a grace period of six months, ending on 28.02.2025. The Respondent has failed to hand over possession even as of February 2025. Further, although the project was registered with TG RERA up to February 2025 and later extended until 07.02.2026, the project remains incomplete, with construction progress stalled at approximately 60-70% as per the Complainants' submission, with key aspects such as interior finishing, common amenities (including lifts, power supply, clubhouse, landscaping, and STP), and supporting infrastructure remaining unfinished. The Complainants submit that the Respondent has issued multiple revised handover schedules, such as Dusshera/Diwali 2024, March 2025, and June 2025, without providing valid justification or a clear roadmap for completion.

46. The Complainants further submit that despite assurances from the Respondent's representative, Mr. Kande Ramesh, that possession would be delivered by August 2024, no such delivery has occurred. The Respondent, conversely, attributes the delay to the Covid-19 pandemic, claiming force majeure, citing the nationwide lockdown beginning March 2020, the impact on migrant labour, and consequential delays. The Respondent further cites rocky terrain at the site, third-party disputes, and typographical errors in the possession date as additional justifications.

(i) Whether the Covid-19 pandemic can be taken as a valid shield by the Respondent in the present case?

47. This Authority finds no merit in such a contention. The Agreement of Sale for the upgraded flat was executed, long after the onset and initial impact of the Covid-19 pandemic. The Respondent, being fully aware of the prevailing circumstances, nevertheless executed the Agreement by specifically assuring completion of the project by August 2024. Having consciously undertaken such commitment, the Respondent cannot now, with retrospective

justification, rely on Covid-19 as a defense to escape its contractual and statutory obligations. Such conduct clearly amounts to holding out false assurances with mala fide intent.

48. It is a settled principle that once a promoter has chosen to register a project and enter into binding contractual commitments with allottees, he does so with full knowledge of the risks, constraints, and challenges of the market. At the time of entering into the Agreement of Sale with the present Complainants, the Respondent was fully aware of the Covid-related disruptions, as well as the Government notifications granting moratoriums for project completion timelines. Despite this knowledge, the Respondent chose to provide a specific assurance of delivery by August 2024.

49. This Authority aligns with the observations of the Hon'ble Bombay High Court in *Neelkamal Realtors Suburban Pvt. Ltd. &Anr. vs. Union of India &Ors.* [2017 SCC OnLine Bom 9302], wherein at para 119 it was categorically observed:

"While the proposal is submitted, the Promoter is supposed to be conscious of the consequences of getting the project registered under RERA. Having sufficient experience in the open market, the Promoter is expected to have a fair assessment of the time required for completing the project..."

50. The above dictum fortifies the principle that the promoter, being structurally at an advantageous position with respect to project information and market realities, is under a statutory duty to provide realistic timelines. The framework of the Real Estate (Regulation and Development) Act, 2016 reinforces this obligation by mandating timely completion and possession within the period stipulated in the Agreement of Sale.

51. Therefore, the plea of Covid-19 as a force majeure defence in the present case is wholly untenable. The Respondent, having executed the Agreement of Sale in August 2024 with specific possession timelines, cannot now seek to retrospectively attribute delays to the pandemic. Accordingly, this Authority holds that the reliance on Covid-19 as a shield stands rejected.

(ii) Extension of Registration

52. The Respondent has further contended that, since extensions have been granted by this Authority, the project timeline now stands extended up to 07.02.2026, and therefore possession shall be delivered by then. The Complainants, however, have questioned the validity and effect of such extensions.

53. At the outset, it must be clarified that under the scheme of the RE(R&D) Act:

“An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected therewith or incidental thereto.”

54. The paramount objective is twofold: protection of consumer interest, and ensuring completion of projects in an efficient manner. Denial of extension during the Covid-19 disruption would have resulted in projects being stalled, to the grave prejudice of allottees. It was in this context that this Authority, balancing the equities, granted extensions in line with the moratoriums issued by Telangana RERA:

1. 15.03.2020 to 14.09.2020 (Circular No.14 dated 13.05.2020),
2. 15.09.2020 to 15.03.2021 (Order No.15 dated 29.09.2020),
3. 15.03.2021 to 14.09.2021 (Order No.16 dated 01.06.2021).

55. Accordingly, an aggregate 18 months' extension was applied across projects to safeguard larger consumer interest. However, it is equally well settled that such regulatory extensions cannot dilute the contractual rights of individual allottees under their respective Agreements of Sale, nor can they displace the statutory rights flowing from Section 18 of the RE(R&D) Act.

56. In the present matter, it is evident that the Respondent has unilaterally revised possession timelines first to February 2024, and thereafter to February 2026 due to the extension taken without consultation or consent of the Complainants. Such unilateral revisions are impermissible. The Hon'ble Bombay High Court in **Neelkamal Realtors Suburban Pvt. Ltd. vs. Union of India &Ors. [2017 SCC OnLine Bom 9302]**, while upholding the constitutional validity of RERA, categorically observed:

Para 119 “The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.”

Para 256 of this Judgment further clarifies that

“by giving opportunity to the promoter to prescribe fresh timeline under Section 4(2)(l)(C), he is not absolved of the liability under the agreement for sale”

57. The above dicta makes it abundantly clear that any extension granted by the Authority, or revised timelines uploaded on the TG RERA project registration portal, do not ipso facto alter or bind the allottees' contractual rights. The agreed date of possession remains as

stipulated in the Agreement for Sale, and unilateral extensions by the promoter cannot be foisted upon allottees to their detriment.

58. Accordingly, this Authority holds that the revised possession dates mentioned by the Respondent, whether while seeking extensions before the Authority or as updated on the registration portal, cannot be treated as binding on the Complainants.

(iii) Relief under Section 18 of the RE(R&D) Act:

59. It is noted that the Complainants have paid approximately 80% of the total consideration of ₹92,54,880/- (i.e., ₹75,08,970/-), as per the payment schedule in the Agreement of Sale. The Respondent does not dispute this payment but contends that the balance amount remains unpaid. The Complainants have clarified that the remaining balance is contractually linked to the possession milestone, which has not been met. The Agreement clearly stipulated possession by 31.08.2024, with a grace period of 6 months to 28.02.2025. Admittedly, possession has not been delivered.

60. The Respondent's contention that 90% of the project work is complete is unsustainable in light of the Complainants' submission, supported by evidence, that the project is only 60-70% complete, with critical components such as interior finishing, common amenities (including lifts, power supply, clubhouse, landscaping, and STP), and supporting infrastructure remaining unfinished. Despite receiving substantial sums, the Respondent has failed to honour its contractual obligations. It is manifest that the Respondent gave false assurances, being fully conscious of the market situation, yet assuring dates of completion that it had no capacity to honour. The project remains incomplete beyond the stipulated date, and possession has not been handed over.

61. The Respondent further seeks to shift the burden on the complainant by contending that the balance amount is unpaid. This plea is untenable. The law does not permit a defaulter to take advantage of its own breach. As held by the Hon'ble Supreme Court in ***Kusheshwar Prasad Singh v. State of Bihar [Civil Appeal No. 7357 of 2000]***:

It is settled principle of law that a man cannot be permitted to take undue and unfair advantage of his own wrong to gain favourable interpretation of law. It is sound principle that he, who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. To put it differently, "a wrongdoer ought not to be permitted to make a profit out of his own wrong.

62. In this context, it is pertinent to note that the Agreement of Sale linked the payment schedule to the progress of construction. While the allottees are indeed bound to adhere to the agreed payment plan, such obligation arises only when the promoter simultaneously fulfils its reciprocal obligation of executing construction in line with the assured progress. In the absence of such progress, the Respondent cannot insist upon further payments as a condition to claim relief.

63. Section 18 of the RE(R&D) Act is categorical and unconditional. It does not make the grant of interest contingent upon the quantum of sale consideration paid, nor does it provide any defence to a defaulting promoter. Once delay in handing over possession is established, an allottee who elects to remain in the project is entitled to interest for every month of delay, irrespective of whether part or whole of the consideration has been paid, provided that the payments already made are in accordance with the Agreement of sale. The Respondent's plea that only "partial sale consideration" has been paid and hence interest cannot be granted is therefore vague, misconceived, and contrary to the express mandate of the statute.

Now, Section 18 of the RE(R&D) Act is categorical:

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

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

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

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

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

64. This statutory right of allottee is unqualified and absolute. Attention is drawn to the decision of the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 3581-359 of 2022, Civil Appeal Diary No. 9796/2019, M/s Imperia Structures Limited vs. Anil Patni & Others***, wherein it was held:

"In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received in respect of that apartment if the allottee wishes to withdraw from the project. Such a right of the allottee is 'without prejudice to any other remedy available to him'. This right is unqualified, and if availed, the deposited money must be refunded with interest as prescribed. The proviso to Section 18(1) contemplates that if the allottee does not intend to withdraw from the project, they are entitled to interest for every month of delay until possession is handed over. The allottee may proceed under Section 18(1) or the proviso thereto."

65. Similarly, in ***Civil Appeal Nos. 6745-6749 of 2021, M/s Newtech Promoters and Developers Private Limited vs. State of UP & Others***, the Hon'ble Supreme Court observed:

"Section 18(1) of the Act spells out the consequences if the promoter fails to complete or is unable to give possession of an 9 of 10 apartment, plot, or building in terms of the agreement for sale. The allottee/home buyer holds an unqualified right to seek a refund of the amount with interest as prescribed."

66. Further, as earlier observed, *the Hon'ble Bombay High Court in Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India [(2017) SCC Online Bom 9302]* clarified that RERA registration or its extension cannot rewrite the contract between parties. The date assured under the Agreement of Sale, executed with the allottee's consent, shall prevail. Thus, the Respondent is bound by Section 11(4)(a) of the RE(R&D) Act, which mandates adherence to the terms of the Agreement of Sale.

67. At the same time, if the Complainant has indeed defaulted in adhering to the payment schedule, the Respondent is not without remedy. Sections 19(6) and 19(7) of the Act confer upon the promoter a right to claim interest for delayed payments, as per Rule 15 of the Telangana RE(R&D) Rules, 2017. Nevertheless, such entitlement shall be subject to the Respondent producing cogent and substantive documents demonstrating both the stage-wise progress of construction and the corresponding default, and not merely based on unilateral assertions.

68. In the present case, this Authority finds the Respondent in clear breach of both statutory and contractual obligations. The Complainant is therefore entitled to interest at the prescribed

rate for the entire period of delay, i.e., from 01.03.2024 until the actual date of handing over possession. As regards claims of compensation, this Authority notes that jurisdiction for adjudicating compensation lies with the Adjudicating Officer under Section 71 of RE(R&D) Act with Form 'N'. The Complainant is at liberty to pursue such remedy separately..

69. Accordingly, while the Complainant is entitled to relief under Section 18 of the RE(R&D) Act, this entitlement is subject to the reciprocal statutory duty of the Complainant to discharge any outstanding amounts under the payment plan, if not already paid. Compliance on both sides is essential to ensure balance of obligations and timely delivery.

70. This Authority cannot remain oblivious to the larger pattern of violations. It is noted with grave concern that more than fifty complaints have already been received against this very Respondent in respect of the subject project. Such repeated defaults and false assurances strike at the very root of the confidence that homebuyers are entitled to repose under the protective framework of the RE(R&D) Act.

71. The Statement of Objects and Reasons of the RE(R&D) Act explicitly emphasizes *“greater accountability towards consumers and to inject transparency, efficiency, and discipline in the real estate sector”*. The conduct of the Respondent herein is in gross derogation of that legislative mandate. If such violations are permitted to persist, the very soul of the Act would stand diluted and the protection promised to allottees rendered illusory.

72. Accordingly, this Authority hereby sternly warns the Respondent promoter that any further default, non-compliance, or failure to deliver possession within the assured statutory timelines or any fresh grievances brought to notice by allottees shall invite invocation of Section 63 of the RE(R&D) Act.

73. This Authority shall not hesitate to take the strictest view in future, for the Act was enacted not as a mere regulatory framework but as a beneficial legislation to protect innocent homebuyers from the very malaise exemplified by the conduct of this Respondent.

74. The Respondent is hereby directed to complete the project and hand over possession to the Complainants within the stipulated period. It is further clarified that if the Complainants have defaulted in making payments as per the agreed schedule, the Respondent shall be entitled under Section 19(6) of the Act to claim interest on such delayed payments, provided that it substantiates such claim with credible documentary evidence of both construction progress and corresponding default.

75. In the event the Complainants have defaulted in making payments as per the agreed schedule, the Respondent shall be entitled, under Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, to claim interest on such delayed payments in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. Nevertheless, such entitlement shall be subject to the Respondent producing cogent and substantive documents demonstrating both the stage-wise progress of construction and the corresponding default, and not merely based on unilateral assertions.

76. The Complainants are, in turn, directed to discharge any balance amounts due under the agreed payment schedule, if not already paid. Mutual compliance is essential to ensure timely completion and delivery of the project.

G. Directions of the Authority:

77. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions:

- a. The preliminary objection raised by the Respondent regarding the maintainability of the complaint on account of the Dispute Resolution Clause in the Agreement of Sale stands rejected. The complaint is maintainable before this Authority.
- b. The Respondent's reliance on the Covid-19 pandemic as a ground of force majeure is held untenable, since the Agreement of Sale was executed after the subsiding of the pandemic and with full knowledge of the prevailing circumstances.
- c. The extension of registration taken by this Respondent cannot dilute the contractual rights of the Complainant under the Agreement of Sale. The date of possession as stipulated in the Agreement shall prevail.
- d. The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 28.02.2024 (inclusive of grace period).
- e. The Complainants are entitled to interest at the rate of 10.85% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017), computed on the amounts actually paid by the Complainants, with effect from 01.03.2024 until actual handing over of lawful possession. The exact computation shall be subject to verification of such payments by the Respondent at the stage of effecting payment. The Respondent shall pay the arrears accrued up to the date of this Order within sixty (60) days, and shall thereafter continue to pay the accruing interest on a monthly basis, on or before the 10th day of each succeeding month, until possession is delivered.

- f. Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under “Form N”.
- g. The Respondent is hereby directed to complete the project forthwith and hand over possession to the Complainants within the statutory timelines.
- h. The Complainants are directed to pay the balance consideration strictly in accordance with the agreed payment schedule. In the event of any default in adhering to such schedule, the Respondent shall be at liberty to claim interest on the delayed amounts, as provided under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. However, such claim shall be substantiated by valid documentary evidence demonstrating that the default is aligned with the actual stage-wise progress of construction, and not merely on the basis of unilateral assertions.

78. Having regard to the repeated defaults and the large number of complaints already pending against this Respondent in the same project, this Authority sternly warns the Respondent that any further delay, non-compliance, or grievance brought to notice by allottees shall invite section 63 of the RE(R&D) Act.

79. The complaint is accordingly allowed in part, in terms of the above directions.

80. 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

81. 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