

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 230/2025/TGRERA

Date: 4th February, 2026

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

Between:

Smt. P. Visalakshmi

*Flat No. 302, Hallmark Rainbow Apts,
Alkapur Township, Road No. 15,
Manikonda, Hyderabad- 500089.*

...Complainant

AND

**Vianna Homes Pvt. Ltd, represented by its Managing Partner, Shri. Anji Reddy
Annapureddy**

*Plot No. 3 & 53, Radhika Reddy Arcade,
Jayabheri Pine Valley, Gachibowli,
Hyderabad- 500032.*

...Respondent

The present matter filed by the Complainant mentioned herein-above came up for hearing before this Authority in the presence of the Complainant, and the Respondent's Counsel, AD Legal firm. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondents.

A. Brief facts of the case as per the Form M filed by the Complainant:

3. It was submitted that the Complainants, after meeting the company directors, namely Mr. Anji Reddy and Mr. Lenin Reddy, had purchased a unit in the *Poojitha Tech Park Project* which had received HMDA and RERA approvals. It was further submitted that the said directors had committed to completing the entire project by February 2024, including the grace period.

4. It was submitted that the company directors had insisted on making the total payment upfront for construction activities rather than on a slab-wise basis and had executed the Agreement of Sale in the year 2021, wherein Clause 8.1 mentioned that the possession of the project would be handed over by February 2024, including the grace period. It was submitted that the Complainants had proceeded with registration based on the said commitment and agreed timelines.

5. It was further submitted that despite the expiry of the said period, possession of the project has not been handed over till date, and the work at the project site has remained stalled for the past two (2) years.

6. It was also submitted that there has been no correspondence or assistance from the representatives or team of Viana Homes. Several attempts were made to contact Mr. Anji Reddy, but the same were unsuccessful.

7. It was further submitted that the Complainants believe their funds to have been diverted to other pre-launch projects, and that Mr. Anji Reddy had made false commitments regarding possession on multiple occasions.

B. Reliefs Sought

8. Accordingly, the Complainant sought the following relief(s):

- i. *To investigate the reasons behind the delay in construction and provide a clear updated timeline for the project's completion. To take appropriate action to ensure that the Respondent developer adheres to the commitments made under the Agreement of Sale.*
- ii. *To grant compensation of Rs. 100 per Sq. Ft. per month for the delay. Provide additional compensation if the Respondent fails to complete the project as per the new timeline.*
- iii. *To investigate the diversion and utilization of funds collected from buyer. To appoint Mr. Anji Reddy as the designated point of contact and direct the developer to provide weekly progress updates on the project to all buyer.*

C. Counter Affidavit filed by the Respondent

9. It was submitted by the Respondent that M/s. Viana Homes Private Limited is a company incorporated in the year 2016 under the provisions of the Companies Act, 2013, represented through its Managing Director, Mr. Anji Reddy Annapureddy, who is duly authorized to act on its behalf.

10. It was further submitted by the Respondent that, in furtherance of its commercial portfolio, it launched a commercial project titled “Poojitha Tech Park”, situated in Survey Nos. 89/A1 and 89/A2, Kokapet Village, Narsingi Municipality, Ranga Reddy District. In this regard, an application dated 14.02.2020 was submitted before the Hyderabad Metropolitan Development Authority (HMDA) seeking approval for construction of an IT Office Building comprising 2 Cellars + Stilt + 11 Upper Floors over an extent of 9,069.22 sq. mts. It was submitted that HMDA, vide communication dated 10.09.2020, confirmed that the proposal was under process under Section 19 of the HMDA Act, 2008.

11. It was further submitted that, after detailed scrutiny, the HMDA accorded technical approval and issued a Commencement Certificate on 27.01.2021, permitting construction as per the sanctioned plan.

12. It was submitted that the Respondent subsequently applied for RERA registration under the provisions of the Real Estate (Regulation and Development) Act, 2016. After due verification, this Hon’ble Authority granted RERA Registration Certificate No. P02400002546 for the project “Poojitha Tech Park” on 15.02.2021.

13. It was submitted that on 03.05.2021, the Board of Directors of the Respondent Company passed a resolution authorizing Mr. Syamala Lenin Kumar Reddy, Manager (Sales), to execute Sale Deeds, sign Agreements, issue Receipts, and undertake registration formalities on behalf of the Company, including for the sale of Unit No. 25A on the 8th Floor admeasuring 500 sq. ft. in favour of Smt. P. Visalakshmi, W/o Sri Puligadda Suryanarayana Prasad.

14. It was submitted that the Complainant became aware of the project only three months after RERA registration and voluntarily approached the Respondent expressing interest in investing in the said commercial project, based solely on the Respondent’s market reputation and the statutory approvals available in the public domain.

15. It was further submitted that a registered Sale Deed dated 03.05.2021 (Document No. 7118/2021) was executed between the parties, whereby the Complainant purchased Unit No. 25A, 8th Floor, having a total saleable area of 500 sq. ft. in the said project.

16. It was submitted that the sale transaction was completed in good faith, and the total sale consideration of ₹15,00,000 was received in slab-wise instalments and not as an upfront payment as alleged. The same is reflected in the Sale Deed and corresponding receipts.

17. It was further submitted that the Respondent and its representatives maintained continuous communication with the Complainant and other allottees through regular email updates, site photographs, and progress reports. It was asserted that there was no concealment of facts or failure to engage.

18. It was submitted that, despite transparency and cooperation from the Respondent, the Complainant has approached this Hon'ble Authority with mala fide intent, suppressing material facts, distorting the contractual position, and filing a vexatious and misleading complaint. It was stated that the Complainant has not issued any legal notice nor invoked any prior grievance mechanism. The Respondent submitted that the registered Sale Deed dated 03.05.2021 conclusively records the parties' rights and obligations, rendering the present allegations baseless and devoid of merit.

19. It was further submitted that the Complainant's assertion of a definitive commitment to complete the project by February 2024, including a grace period, is misleading and baseless. The RERA Registration Certificate (No. P02400002546) clearly provides validity from 15.02.2021 to 27.01.2027, which by itself disproves the Complainant's contention. It was also submitted that payments were milestone-based and not upfront, as alleged.

20. It was submitted that the Agreement of Sale relied upon by the Complainant is an unregistered document and hence does not constitute a binding contract. The registered Sale Deed executed on 03.05.2021 is the only valid and enforceable document governing the transaction, and it does not contain any clause specifying possession timelines as alleged. Hence, the Complainant's claims are contrary to record and devoid of legal merit.

21. It was further submitted that the allegation of project work being stalled for two years is factually incorrect and deliberately misleading. Reference was made to the communication dated 20.06.2024, issued to all allottees including the Complainant, informing that the project was targeted for completion within six months from that date with an additional grace period of three months. The Respondent even committed to paying rent at 10% of market value in the event of further delay. Regular photographic progress updates and reports were shared with all allottees.

22. It was also submitted that the allegation of diversion of funds to other pre-launch projects is baseless and defamatory. The Complainant has not produced any evidence to support such a serious claim. The Respondent affirmed that all funds collected have been

utilized solely for the development of Poojitha Tech Park, and that no other pre-launch projects exist.

23. It was submitted that the Complainant is not entitled to any relief, as no cause of action arises. The project is duly registered under RERA, and all monitoring powers rest with this Hon'ble Authority under Sections 34(a) and (b) of the Act. Hence, any request for separate investigation is unnecessary. The Respondent contended that the Complainant's reliance on the Agreement of Sale is untenable, as the registered Sale Deed is the binding document.

24. It was further submitted that the claim for compensation at ₹100 per sq. ft. per month is arbitrary, excessive, and not supported by Section 18(1)(b) of the Real Estate (Regulation and Development) Act, 2016. The Respondent stated that, without prejudice, it is willing to provide compensation strictly as per the Act and the Telangana RERA Rules, if so directed by the Hon'ble Authority. It was also submitted that the claim for compensation is triable only by the Adjudicating Officer under Section 71, and hence the present complaint is not maintainable before this Authority in its current form.

25. It was categorically submitted that the allegations of fund diversion and misappropriation are false, baseless, and malicious. All investments and payments have been duly accounted for and exclusively utilized for the project. The Respondent maintains transparent, verifiable financial records and is ready to produce them if required by the Hon'ble Authority. The request to appoint a specific individual for weekly updates was stated to be impractical and beyond the scope of the RERA framework. However, the Respondent assured that it continues to provide periodic project updates via official channels, including emails and photographic progress reports.

D. Rejoinder Filed by the Complainant

26. It was submitted by the Complainants that the Respondent had propagated and marketed the project titled "Poojitha Tech Park", in which the Complainants purchased a commercial unit admeasuring 500 sq. ft., through a Registered Sale Deed dated 03.05.2021, bearing Document No. 7118 of 2021. It was submitted that the permissions and approvals obtained by the Respondent for the said project are borne out by record.

27. It was further submitted by the Complainants that the Respondent had duly obtained all necessary approvals and RERA registration prior to the sale, and that the Complainants had purchased the unit only after verifying all such records. However, despite obtaining all

approvals and permissions in time, the Respondent has failed to complete and deliver the project within the agreed timelines. It was submitted that even as per the Sale Deed, it is evident that possession of the unit has not been delivered, and that the Complainants had purchased the same based on the assurance given by the Respondent that the unit would be delivered by June 2023.

28. It was submitted that the Complainants had a legitimate expectation that, upon completion, the unit would yield rental income at the rate of ₹100 per sq. ft., similar to adjacent buildings. However, due to the inordinate and unexplained delay caused by the Respondent, the Complainants have been deprived of such returns. It was emphasized that the Respondent has himself admitted that all approvals and RERA registration were completed in time, which clearly establishes that the delay was not due to any technical or regulatory issue but solely attributable to the Respondent's inaction.

29. It was further submitted that the Respondent had approached the Complainants through regular marketing channels, offering attractive pricing and promises of assured returns, which have not materialized due to the delay in handing over possession. It was also submitted that, though the Respondent has shared email communications with the Complainants from time to time, such communications contained false and misleading information regarding the project's progress and expected delivery dates. The actual construction status, visible even to the naked eye, contradicts the Respondent's representations, clearly indicating false commitments made by the Respondent, which have resulted in financial loss to the Complainants.

30. It was submitted that the Respondent has, in fact, admitted the delay both in the Registered Sale Deed and in the Counter Affidavit, thereby leaving no doubt that the project has not been completed or delivered within the stipulated timelines. It was therefore submitted that the loss of rental income and financial hardship suffered by the Complainants are a direct consequence of the Respondent's failure to fulfil his obligations.

31. It was finally submitted by the Complainants that the present complaint was filed to seek an appropriate investigation into the causes of delay and to request this Hon'ble Authority to award suitable compensation for the period of delay. It was further submitted that the Respondent has failed to provide any satisfactory or justifiable explanation for the delay, and hence the same must be treated as wilful and deliberate.

E. Points for Consideration

32. After considering the facts stated and submissions made by both the parties, the following question rises before this Authority:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

F. Observations of the Authority

33. Upon a careful examination of the pleadings, documents, and submissions placed on record by both the parties, this Authority observes that the principal grievance of the Complainant revolves around the alleged inordinate delay in completion and delivery of the commercial unit purchased by her in the project titled “Poojitha Tech Park.” It is the case of the Complainant that, despite assurances allegedly extended at the time of purchase and notwithstanding the fact that the Respondent had obtained the requisite statutory approvals and registration under the Real Estate (Regulation and Development) Act, 2016, the project has not been completed within the expected timeframe.

34. The Respondent, however, has refuted the said allegations and has primarily relied upon the registered Sale Deed to contend that no specific timeline for delivery of possession was contractually agreed upon between the parties.

35. With regard to the first relief sought by the Complainant, namely, a direction to investigate the reasons for the alleged delay in construction and to fix a revised timeline for completion of the project, this Authority notes that the project “Poojitha Tech Park” is duly registered with this Authority and that the RERA Registration No. P02400002546 is valid up to 27.01.2027, which is the declared and approved date of completion of the project. The said registration continues to remain in force and has not yet expired.

36. In the aforesaid circumstances, this Authority is of the considered view that, as on date, there exists no delay within the meaning of Section 18 of the Real Estate (Regulation and Development) Act, 2016. The statutory period available to the Respondent for completion of the project has not lapsed, and the promoter is legally entitled to complete the project within the approved timeline as declared at the time of registration.

37. Consequently, this Authority finds no justification at this stage to direct any inspection, enquiry, or investigation into the alleged delay or to fix any revised timeline for completion. Accordingly, the first relief sought by the Complainant is declined. However, this shall be without prejudice to the Respondent’s continuing statutory obligation to complete the project

strictly within the validity period of the RERA registration, i.e., on or before 27.01.2027, in accordance with law.

38. With respect to the second relief sought by the Complainant, namely, a claim for compensation at the rate of ₹100/- per square foot per month for the alleged delay in completion of the project and for additional compensation in the event of further delay, this Authority has duly considered the rival submissions.

39. The Complainant has contended that due to the Respondent's failure to complete and deliver the commercial unit within the timelines allegedly assured at the time of purchase, she has suffered financial loss, particularly on account of loss of anticipated rental income. It was submitted that repeated assurances regarding completion were made by the Respondent, which did not materialise, thereby entitling the Complainant to compensation for the alleged period of delay.

40. Per contra, the Respondent has vehemently denied the entitlement of the Complainant to any compensation. It was submitted that the registered Sale Deed dated 03.05.2021, which governs the transaction between the parties, does not stipulate any specific date for delivery of possession. It was further contended that the project continues to be validly registered up to 27.01.2027, and therefore, as on date, there is no delay attributable to the Respondent under the provisions of the RE(R&D)Act. The Respondent also contended that the claim for compensation at a fixed rate of ₹100/- per square foot per month is arbitrary, excessive, and unsupported by the statutory framework, and that any such claim, if at all maintainable, falls exclusively within the jurisdiction of the Adjudicating Officer.

41. This Authority finds merit in the Respondent's submission insofar as the issue of jurisdiction is concerned. Under the statutory scheme of the Real Estate (Regulation and Development) Act, 2016, claims relating to compensation, interest, or monetary loss arising out of an alleged delay or breach are required to be adjudicated by the Adjudicating Officer in terms of Section 71 of the RE(R&D) Act.

42. Accordingly, this Authority holds that the second relief sought by the Complainant, to the extent it relates to the grant of compensation for the alleged delay, cannot be adjudicated by this Authority. The Complainant is therefore at liberty to approach the Adjudicating Officer under Section 71 of the Real Estate (Regulation and Development) Act, 2016, if so advised, for adjudication of her claim for compensation in accordance with law.

43. With regard to the third relief sought by the Complainant alleging fraud and diversion of funds, this Authority has carefully examined the pleadings and submissions placed on record.

44. The Complainant has alleged that the Respondent diverted the amounts collected from her and other allottees towards other pre-launch projects, thereby committing fraud. The Respondent has categorically denied the said allegations and has asserted that all amounts collected have been duly accounted for and utilised exclusively for the development of the project “Poojitha Tech Park.”

45. This Authority notes that the Complainant has failed to place on record any documentary material or prima facie evidence in support of the serious allegations of fraud or diversion of funds. No advertisements, marketing materials, booking documents, allotment letters, agreements of sale, or financial statements have been produced to enable this Authority to even prima facie examine the allegation of pre-launch activity or siphoning of funds. In the absence of any such material, this Authority finds no basis to call for information from the Respondent or to initiate any investigation on this aspect.

46. In view of the above, this Authority holds that the allegation of fraud raised by the Complainant cannot be examined or adjudicated in the present proceedings. The Complainant is at liberty to approach the appropriate competent authority or forum, in accordance with law, for redressal of such allegations.

47. Accordingly, the Complaint is dismissed. 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