

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Complaint No. 764 of 2025**

**Dated: 18<sup>th</sup> March 2026**

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

**Aditya Sharma**

*(302, VK Serene Meadows, Near  
Arbor International School, Madhava  
Hills Estates, Kondapur, 500084)*

**...Complainant**

**Versus**

**M/s. Vasavi Realtor LLP,**

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

**...Respondent**

The present matter filed by the Complainant herein came up for final hearing on 19.02.2026 before this Authority. Upon perusing the material on record and on hearing arguments of 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 "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. The brief facts of the case, as stated by the Complainant, are as follows:**

3. It is submitted that the Complainant purchased a flat bearing No. WT051109, in the project "Vasavi Lake City – West Wing" on 12.08.2022. It is submitted that the complainant purchased the property from Nimmagadda Parameshwari W/o N. Subrahmanyam, where they received this unit as an landowner share property and this abides to possession and all the norms as per the GHMC approvals.

4. It is submitted that as per the Agreement of Sale, the possession of the said flat was to be handed over by August 2023, with a further grace period of six months. However, the Respondent has failed to deliver possession within the agreed period, including the grace period. Despite repeated requests and follow-ups by the Complainant, the Respondent has

failed to provide any definite or concrete timeline for the completion and handover of the flat. The construction work at the site has either stalled or is progressing at an unreasonably slow pace.

5. It is submitted that the Respondent has been issuing vague, misleading, and inconsistent updates regarding the progress of the project. No transparent or timely disclosure of reasons for delay has been made to the Complainant. The Respondent has also attempted to revise the possession date multiple times without any valid justification, in violation of the agreed terms. Further, several amenities that were promised at the time of booking are not being constructed.

6. It is submitted that the Complainant has suffered severe financial and emotional distress due to the inordinate delay. The Complainant has been paying huge EMIs to the banks. To further add to the financial burden, the Complainant has been paying house tax to GHMC for the past two years without being in possession of the said flat. It is also stated that there were discrepancies in the room dimensions.

**B. Relief(s) Sought:**

7. Accordingly, the Complainant sought the following reliefs:

- a) *To direct the builder to handover the possession of Unit WT051109 in a time-bound manner, with all promised specifications and amenities as per the agreement and approved plans and to direct the builder to rectify the discrepancies in room and balcony dimensions and ensure compliance with the approved layout and specifications.*
- b) *Compensation for delay in possession including: Payment of interest as per Section 18 of RERA, per annum on the total amount paid from the committed possession date (August 2023) till the date of actual possession for the undue delay caused by the builder*
- c) *In addition to interest on delayed possession, compensation for emotional and financial hardships suffered due to builders negligence, to personal and professional life. To direct the builder to compensate adequately for the undue stress, inconvenience and financial losses incurred as a result of this prolonged delay.*

**C. Counter filed by the Respondent:**

8. 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.

9. It is submitted by the Respondent that they have agreed to develop the project LAKE CITY–WEST and have lawfully obtained the development rights from the landowners under

registered documents. It is further submitted by the Respondent that the landowners entrusted a total extent of 43,298.17 sq. yds. for development of the residential project known as LAKE CITY–WEST (“Project”). It is submitted by the Respondent that all requisite documents and permissions were obtained from the landowners and the statutory authorities as required under law.

10. It is submitted by the Respondent that permission for land conversion and building permission for construction of multi-storied residential apartments was granted on 07.02.2020. The Project consists of Towers 1 to 7 having cellars + ground + 14 upper floors, and a clubhouse consisting of stilt + 5 upper floors. It is submitted by the Respondent that after obtaining all permissions, the project was duly registered before this Hon’ble Authority vide Registration No. P02500001819 dated 20.03.2020.

11. It is submitted by the Respondent that the complainant booked Apartment No. W.51109 on 22.11.2022, situated on the 11<sup>th</sup> floor in Tower No. 5, admeasuring 1650 sq. ft. with parking. It is further submitted by the Respondent that the agreement specifies carpet area, balcony/veranda area, common area share, and undivided share of land measuring 42.60 sq. yds., with a total sale consideration of ₹1,03,95,000/- (Rupees One Crore Three Lakhs Ninety Five Thousand Only) as per the agreed Schedule.

12. It is submitted by the Respondent that the agreement entitles the Respondent to seek extension of registration based on valid grounds. Construction commenced and periodic updates regarding progress and amenities were provided to all allottees.

13. It is submitted by the Respondent that the parties agreed that no alterations to the sanctioned plan or specifications (Schedules D and E) shall be made. It is further submitted that the complainant paid ₹83,95,000/- (Rupees Eighty Three Lakh Ninety Five Thousand Only) as booking amount and the balance was to be paid as per Schedule-C.

14. It is submitted by the Respondent that Clause 5 and Clause 7 of the agreement clearly provide that possession shall be given on or before 31.08.2023, subject to a grace period and delays caused by Force Majeure. It is submitted that Force Majeure automatically extends the commitment period, and during such period the allottee is not entitled to delay compensation.

15. It is submitted by the Respondent that possession can be offered only after obtaining the Occupancy Certificate, and the allottee must take possession within two months of such offer. Clause 9 governs default and consequences.

16. It is submitted by the Respondent that the present complaint is false, frivolous, and filed with mala fide intent to secure unlawful gain. It is submitted that the complainants have

suppressed material facts and are attempting to mislead this Hon'ble Authority despite the clear terms of the Agreement for Sale.

17. It is submitted by the Respondent that the COVID-19 pandemic was an unprecedented medical emergency causing nationwide lockdowns beginning March 2020. It is submitted that the World Health Organization declared COVID-19 a public health emergency, and Government of India also imposed nationwide lockdowns affecting labour movement and construction activities.

18. It is submitted by the Respondent that the Hon'ble Supreme Court extended limitation timelines under various statutes owing to COVID-19, which demonstrates the extraordinary nature of the circumstances. The Respondent relies upon this to show that legally recognized extensions applied to all sectors.

19. It is submitted by the Respondent that the project received sanction by GHMC for construction on 07-02-2020, just days before COVID-19 emerged as a national emergency. Migrant labourers forming the core construction workforce returned to their native places due to lockdowns, which severely impacted construction work.

20. It is submitted by the Respondent that several other factors, including complete labour evacuation and logistical restrictions, further delayed construction timelines. These delays were periodically communicated to all allottees.

21. It is submitted by the Respondent that the complainant's allegations of repeated delays are unfounded and not supported by evidence. Some clerical mistakes in the agreement cannot be taken advantage of. It is reiterated that no project of this magnitude could have been completed within the COVID-impacted period.

22. It is submitted by the Respondent that the complaint contains baseless allegations made only to harass the Respondent. The project registration valid up to 07-02-2025 was duly extended by this Hon'ble Authority up to 07-02-2026.

23. It is submitted by the Respondent that certain third-party disputes also affected project timelines. The following cases were filed and contested, causing unavoidable delays:

- (a) RERA Case No. 190/2020
- (b) WP 2694/2021
- (c) WP 13898/2022
- (d) WP 33433/2023
- (e) WA 584/2023
- (f) SLP 9694-9695/2023
- (g) WP 26301/2024 (pending)

24. It is submitted by the Respondent that continuous communication was made to all allottees explaining the reasons for delay and assuring phased completion and delivery.
25. It is submitted by the Respondent that no interest can be claimed for the delay because the delay falls squarely within Force Majeure as defined under Section 6 of RERA. The Respondent was prevented by circumstances beyond its control.
26. It is submitted by the Respondent that no compensation for mental agony or financial loss is maintainable, as the complainant has failed to establish any causal connection or evidence of deliberate delay by the Respondent.
27. It is submitted by the Respondent that the flats shall be delivered, in accordance with the extension granted by this Hon'ble Authority. More than 80% of the work is completed, and allottees are being requested to pay the balance dues for final stages of construction.
28. It is submitted by the Respondent that the complainant agreed that COVID-19 was a valid reason for delay. Additional site challenges such as rocky terrain requiring manual excavation further contributed to delays, and these were informed to all allottees.
29. It is submitted by the Respondent that the complainant is not entitled to any relief for alleged delayed possession, since the causes for delay were beyond the control of the Respondent.
30. It is submitted by the Respondent that the complaint is frivolous, unfounded, and devoid of legal basis and is liable to be dismissed. The Respondent reiterates their commitment to completing and delivering the project as per the extended timeline.

#### **D. Points for Consideration**

31. 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?*

#### **E. Observations of the Authority:**

##### **Point I**

32. This Authority has carefully examined the preliminary objection raised by the Respondent with regard to the maintainability of the present Complaint.

33. It is an undisputed and admitted position that a registered Sale Deed has been executed in favour of the Complainant and that the subject flat stands allotted to the Complainant by the Respondent. The Respondent has neither denied nor disputed the allotment of the subject unit to the Complainant. There is also no dispute with respect to the identity of the unit or the

existence of a promoter–allottee relationship between the parties. The project in question is a registered project under the Real Estate (Regulation and Development) Act, 2016, and therefore squarely falls within the jurisdiction of this Authority.

34. The core grievance raised in the present Complaint pertains to the delay in handing over possession of the allotted unit and the failure of the Respondent to complete construction and deliver possession in accordance with the statutory and contractual obligations. Such a grievance clearly falls within the statutory framework of the Real Estate (Regulation and Development) Act, 2016. Section 18 of the said Act expressly provides that where an allottee does not intend to withdraw from the project, the promoter shall be liable to pay interest for every month of delay till the handing over of possession, at such rate as may be prescribed.

35. In the present case, the allotment of the unit is admitted, the Sale Deed has been executed, and the project is a registered project before this Authority. The relief sought by the Complainant, namely, completion of the project and handing over of possession along with statutory interest for delay, squarely falls within the ambit of Section 18 of the RE(R&D) Act, 2016.

36. In view of the above, this Authority finds no merit in the objection raised by the Respondent regarding maintainability. The Complainant cannot be compelled to first pursue an amicable settlement or contractual remedies when the grievance raised is statutory in nature and falls directly within the jurisdiction conferred upon this Authority under the RE(R&D) Act.

37. Accordingly, the objection as to maintainability raised by the Respondent is hereby rejected.

**Point 2:**

38. The Complainant has sought relief on the ground that there has been an inordinate delay in handing over possession of the subject flat, despite timely payments of 100% of the total sale consideration, causing significant financial and emotional distress. It is the case of the Complainant that the Sale Deed for the subject property was executed on 18.04.2023, pursuant to the Complainant having purchased the property from the landowner one Nimmagada Parameswari W/o N. Subrahmanyam. It is observed that both the Complainant and the Respondent in their submissions have relied upon an Agreement of Sale and have asserted that the date of delivery of possession is 31.08.2023.

39. It is pertinent to note that the Respondent has not denied the existence of an Agreement of Sale nor its obligation to deliver possession within the agreed timeline. Nevertheless, in the present case, the Complainant has stated in the Complaint that the date of handing over of

possession was August 2023. However, no such specific date is reflected in the Agreement of Sale placed on record. In the absence of a clear contractual stipulation regarding possession, this Authority considers the date of execution of the Sale Deed, i.e., 18.04.2023, as the relevant date for the purpose of computation of interest payable by the Respondent to the Complainant. Further, although the project was registered with TG RERA up to February 2025 and later extended until 07.02.2026, the project remains incomplete.

40. The Complainant further submits that despite assurances made, including a promise to pay compensation for delay as per RERA guidelines, no such compensation has been provided. 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?*

41. This Authority finds no merit in such a contention. The Sale Deed was admittedly executed on 18.04.2023, much after the onset and near subsiding of the Covid-19 pandemic. Having consciously undertaken contractual commitments as per their own submissions, with full knowledge of the prevailing circumstances, 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.

42. 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 Complainant as has been submitted by the Complainant, the Respondent was already 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 2023.

43. 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..."*

44. 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.

45. Therefore, the plea of Covid-19 as a force majeure defence in the present case is wholly untenable. The Respondent 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**

46. The Respondent has further contended that, since extensions have been granted by this Authority, the project timeline now stands extended up to February 2026, and therefore possession shall be delivered by then. The Complainants, however, have questioned the validity and effect of such extensions. 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.”*

47. 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).

48. 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, 2016.

49. In the present matter, it is evident that the Respondent has unilaterally revised possession timelines 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"

50. 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, however, in the absence of such dates in copy of Agreement of Sale placed before this Authority, the date of delivery of possession shall be the date of execution of the Sale Deed and it shall be noted that unilateral extensions by the promoter cannot be foisted upon allottees to their detriment.

51. 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:***

52. It is noted that the Complainant has paid the entire sale consideration diligently and without any default. However, despite having received substantial sums, the Respondent has failed to hand over possession of the allotted unit.

53. Since the Complainant has stated in the Complaint that the committed date of delivery of possession was August 2023, and no such specific date is reflected in the Agreement of Sale placed on record, this Authority is constrained to rely on the date of execution of the Sale Deed, i.e., 18.04.2023, for determining delay. It is observed that possession of the subject flat has not been handed over by the Respondent.

54. This clearly establishes that the Respondent has failed to honour its contractual obligations. The conduct of the Respondent indicates a pattern of false assurances, despite

being fully aware of its inability to meet the timelines promised. The project remains incomplete even after the expiry of the stipulated date of delivery.

55. Under Section 18 of the Real Estate (Regulation and Development) Act, 2016, the liability of the promoter in such situations 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.”*

56. 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."*

57. 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."*

58. 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. The Respondent is bound by Section 11(4)(a) of the RE(R&D) Act, 2016.

59. However, in the present Complaint, while the Complainant has stated that the possession was to be handed over in August 2023, the Agreement of Sale placed on record does not specify any committed date for delivery of possession. Though the Respondent has also referred to a similar timeline, the absence of a clear contractual stipulation in the Agreement of Sale constrains this Authority to rely on the date of execution of the Sale Deed, i.e., 18.04.2023, for the purpose of computation of interest payable. It is observed that possession has not been handed over by the Respondent.

60. Thus, in the present case, the Authority finds the Respondent in clear breach of both contractual and statutory obligations. Accordingly, the Complainant is entitled to interest at the prescribed rate from 18.04.2023 till actual possession is handed over.

61. As regards the prayer for compensation, this Authority notes that such claims fall within the jurisdiction of the Adjudicating Officer under Section 71, for which the Complainant is at liberty to pursue a separate application in Form 'N'.

62. 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.

63. The Statement of Objects and Reasons of the RE(R&D) Act, 2016 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.

64. 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, 2016.

65. This Authority shall not hesitate to take the strictest view in future, for the RE(R&D) Act, 2016 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.

***F. Directions of the Authority:***

66. 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 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.
- c. The extension of registration taken by this Respondent cannot dilute the contractual rights of the Complainant. The date of possession shall be the date of execution of the Sale Deed.
- d. The Respondent is held liable for failure to hand over possession of the subject flat by the stipulated date
- e. The Complainants are entitled to interest at the rate of 10.7% per annum (being SBI MCLR + 2% as per Rule 15 of the TG RE(R&D) Rules, 2017), computed on the amounts paid, with effect from 18.04.2023 until actual handing over of lawful possession. 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 10<sup>th</sup> day of each succeeding month, until possession is delivered.

67. Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under “Form N”.

68. The Respondent is hereby directed to complete the project forthwith and hand over possession to the Complainants within the statutory timelines.

69. 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, 2016.

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

71. 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.

72. As a result, the complaint is disposed of accordingly. 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<sup>(Retd.)</sup>,**  
**Hon'ble Chairperson,**  
**TG RERA**

