

**FORM 'D'**

[See rule 5(2), rule 6(d); rule 7]

**INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF PROJECT**

From:

The Telangana Real Estate Regulatory Authority  
DTCP Building, Ground Floor, 640,  
A.C.Guads, Masab Tank, Opp. PTI Building,  
Hyderabad – 500004.

To :

M/s Vazhraa Nirmaan Private Limited  
*Rep by its Joint Directors,*  
*Sri Boppana Parameshwara Rao*  
*& Sri Mikkileneni Srinivasa Rao*  
Reg office: Flat No.102 &103,  
Bhavana Enclave,  
HIG 451& 452, KPHB Colony,  
Hyderabad- 500 085

[Application Number] No: REA 02200085222, Dated: 10-3-2025

You are hereby informed that your application for registration of your Project Vazhraa Prathik Phase - III, Blocks G & H is rejected.

For the reasons set out:-

Heard by the Authority on 26.4.2025, 12.05.2025, 21.05.2025 and the application for the project registration of Phase - III, Blocks G & H in Application No. REA 02200085222 filed by M/s Vazhraa Nirmaan Private Limited stands rejected, for the reasons as elaborated in the written proceedings issued by the Authority vide proceedings No.CC/66/2024 Dated:25-6-2025.

Sd/-  
Secretary  
TG RERA

Place: Hyderabad  
Dated: 25.06.2024

**PROCEEDINGS OF TELANGANA REAL ESTATE REGULATORY  
AUTHORITY, HYDERABAD**

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

Rc. No. C/66/TG RERA/2025

Dated: 25.06.2025

**Sub:** Application for Project Registration of Blocks G & H under Section 4 of the Real Estate (Regulation and Development) Act, 2016 – “*Vazhraa Prathik Phase III*” by M/s Vazhraa Nirmaan Private Limited – Examined and heard the matter - Rejected - Reg.

**Ref.:** Application No. REA022000085222 filed by M/s Vazhraa Nirmaan Private Limited, Dated: 10.03.2025.

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Vide Application No. REA022000085222, M/s Vazhraa Nirmaan Private Limited (hereinafter referred to as “the Promoter”) has sought registration of Blocks G & H in the project titled “*Vazhraa Prathik Apartments Phase III*”, under Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter “the RE (R&D) Act”). The application was scrutinized through Desk-1 to Desk-5 of this Authority, in accordance with standard procedure. The Authority also provided the Promoter an opportunity of hearing, first on 12.05.2025, and thereafter on 21.05.2025, when the Promoter appeared along with Counsel and was heard.

2. It is a matter of record that the Promoter has previously obtained separate RERA registrations for other blocks of the same project, specifically for Blocks A, B, C & Amenities under RERA Registration No. P0220000317 and Blocks D, E & F under RERA Registration No. P02200004145.

3. Pertinently, this Authority is seized of a prior adjudication in relation to the same project. A complaint was preferred by the registered association of allottees, M/s *Vazhraa*

*Prathik Flat Owners Co - Maintenance Society*, under Complaint No. CC/66/2024, invoking Form ‘M’, wherein serious objections were raised concerning the Promoter’s conduct with respect to the Amenities Block. The principal allegations were as under :

- i. *Erecting a compound wall separating the amenities block from residential blocks, thereby denying access to residents.*
- ii. *Retaining exclusive ownership and control over the Ground, First, and Second Floors of the Amenities Block, despite prior representations made to the allottees.*
- iii. *Opening the amenities block to third-party commercial/public access, contrary*

*to the interests of the allottees.*

4. Upon considering the submissions and documentary evidence, this Authority, vide its Order dated 12.03.2025 in Complaint No. 66/2024, directed the Promoter to comply with the statutory obligation under Section 17 read with Section 2(n) of the RE (R&D) Act. Specifically, the Authority observed and held that:

- i. The Amenities Block, comprising G + 4 floors, forms part of the common areas as defined under Section 2(n).*
- ii. Such common areas are mandatorily required to be transferred to the Association of Allottees upon obtaining the Occupancy Certificate.*
- iii. The Promoter cannot unilaterally change the character ownership of common areas in contravention of the sanctioned plan and the Act.*

5. This Authority, therefore, deprecated the Promoter's conduct and reiterated that compliance with the provisions of Section 17 of the RE (R&D) Act is not optional but a binding statutory obligation.

6. Upon examination of the draft Agreement for Sale submitted with the present application for Blocks G & H, it is observed that Clause 34, which had already been adjudicated as contrary to law by this Authority in its Order dated 12.03.2025, has once again been reproduced, substantially verbatim, in the current application. The said clause seeks to reaffirm the Promoter's claim of exclusive ownership over significant portions of the Amenities Block, allows for third-party public access to such spaces, and further attempts to condition statutory transfer obligations on the pendency of a writ petition.

7. Notably, the reference to the writ petition (W.P. No. 13875 of 2025) was incorporated only after this Authority raised specific objections at the time of scrutiny of this application. Prior to that, the Promoter had not deemed it necessary to even inform the allottees of the pendency of such proceedings. Clause 34:

**CLUBHOUSE:**

*34.1 The Club House is for the total project in Ac.8-25 Guntas and will have access and rights to all the residents of Blocks - A, B, C, D, E, F, G & H. Ground Floor (excluding common areas such as pool area), First Floor and Second Floor area along with the proportionate common areas, car parking spaces and undivided share of land, shall be the exclusive property of the Promoter. In case of Third Floor and Fourth Floor, the built-up area along with the proportionate common areas, car parking spaces and undivided share of land, will be transferred to the Association of Allottees with ownership rights.*

*34.2 The maintenance of the Club House and Swimming Pool shall be taken care by the Association of Allottees. The Promoters or its nominees, tenants will pay the maintenance charges for Ground Floor (excluding common areas such as pool area), First Floor and Second floor in proportionate to their usage of the common facilities and services on per SFT basis to the Association of Allottees. The Association of Allottees, Allottees or residents of the VAZHRAA PRATHIK on their part will allow access to common public, other than the residents of VAZHRAA PRATHIK, to the common facilities/amenities provided in the Ground Floor (excluding common areas such as pool area), First Floor and Second Floor. The parking for such common public is provided in open space in front of the Amenities Block (South & East Sides).*

*34.3 It is herewith covenanted by the Promoters that the RERA Authority has passed an order in CC No.66 of 2024 on 12/03/2025, whereby, as per the said Order, the Promoters are directed to transfer the title in respect of "Amenities Block" in the project to the Flat Owners' Association. However, challenging the said Order Dt. 12/03/2025, the Promoters have preferred a Writ Petition before the Hon'ble High Court of Telangana vide W.P.No.13875 of 2025, as such, the ownership of the Ground + First + Second Floor of the Amenities Block is transferred to third party bona fide purchasers or retained by the Promoters. The same therefore, in the light of the above, the Promoters hereby mutually covenant and undertake with the Allottee (s) /Purchaser(s) that the aforementioned Clauses.*

*34.1 & 34.2 shall be subject to the final judgment / order to be passed by the High Court or the Supreme Court, as the case may be. The Promoters also covenant that to this effect, an 'Affidavit' Dt.05/05/2025 is already submitted to the RERA Authority for the purpose of obtaining the project registration for Blocks G & H.*

8. Pertinently, attention is drawn to the sanctioned layout plan of the project, approved by the competent authority vide Application No. 001803/MED/R1/U6/HMDA/04072017 dated 04.07.2017, clearly indicates that the Amenities Block is designated for residential use and which naturally forms an integral part of the overall community infrastructure.

9. Under Section 2(n) of the RE (R&D) Act, "common areas" explicitly include all community and commercial facilities as provided in the project.

*"common areas " mean—*

*(i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;(ii)the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;(iii)the common basements, terraces, parks, play areas, open parking areas and common storage spaces; (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of*

*community service personnel;(v)installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;(vi)the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (vii) all community and commercial facilities as provided in the real estate project; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;*

10. The relationship between the Promoters and the allottees is governed by the provisions of the Real Estate (Regulation and Development) Act, 2016. Sections 17(1) and 11(4)(f) of the Act cast a mandatory obligation upon the Promoter to transfer the undivided share in the common areas to the Association of Allottees or the competent authority, as the case may be, in a real estate project. The execution of a registered conveyance deed in respect of all common areas including community and commercial facilities is not a matter of discretion but a statutory imperative. Any deviation from this obligation, whether by way of private agreement, internal arrangement, or mutual understanding, is legally impermissible. The relevant provisions are extracted below for reference:

***Section 11(4)(f)** execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;*

11. Further section 17(1) of RE (R&D) Act states as follow:

***17. (1)** The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate. (2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:*

12. Hence, any agreements executed in connection with a real estate project shall be subject to and governed by the provisions of the Real Estate (Regulation and Development) Act, 2016. Accordingly, any attempt by the Promoter to reserve control over the Amenities Block Irrespective of partial or full exclusion is directly contrary to the expansive and inclusive definition of 'common areas' under the RE (R&D) Act.

13. This Authority reiterates that no contractual arrangement, including those recorded under DGPA Doc No. 4255 of 2017, can over ride the statutory mandate of RE (R&D) Act, 2016 and also of the sanctioned plan approved by the Planning Authority, HMDA. This Authority is of the considered view that any such contractual arrangement, irrespective of its origin or mutual consent, which seeks to exclude a portion of the amenity space from the definition of "common areas" and treat it as a privately alienable commercial component, is prima facie inconsistent with the statutory framework of the Real Estate (Regulation and Development) Act, 2016. Where there is a conflict between the terms of a contract and the provisions of a central statute, the latter shall prevail. In this regard, it is pertinent to note that Sections 11(4)(f) and 17(1), read with Section 2(n) of the said Act, impose an unambiguous obligation on the Promoter to transfer the undivided share in all common areas to the Association of Allottees or the competent authority, as the case may be, in a real estate project. This statutory mandate cannot be waived, altered, or defeated through contractual terms.

14. This Authority is of the considered view that the continued incorporation of Clause 34 in the Agreement for Sale constitutes a blatant disregard of the provisions of the RE(R&D) Act, 2016, All agreements, deeds, and contracts forming part of any real estate project must strictly conform to the provisions of the said Act. Any clause, covenant, or condition that contravenes or seeks to dilute the statutory safeguards afforded to allottees shall be deemed void to the extent of such inconsistency. The provisions of the RE (R&D) Act, 2016 shall prevail over all such non-conforming contractual arrangements.

15. The mere pendency of W.P. No. 13875 of 2025 before the Hon'ble High Court does not, by itself, suspend or dilute the operation of the statutory provisions of the RE (R&D) Act, 2016, unless specifically stayed or directed otherwise by the Hon'ble Court.

16. Registration under the RE (R&D) Act is a statutory privilege, to be accorded only to projects that demonstrate strict adherence to the spirit of the RE (R&D) Act. The Promoter's conduct, as reflected in the present application, reveals a pattern of non-compliance,

demonstrates a continuing disregard for the statutory rights of allottees. Rule 38 of TG RE (R&D) Rules, 2017 specifically provides that agreement “shall” be in the format as prescribed, no deviation from the said format is permissible at the instance of the Promoter.

17. In view of the foregoing, and in exercise of the powers conferred under Section 5 of the Real Estate (Regulation and Development) Act, 2016, and upon consideration of all facts, submissions, and material on record, this Authority Rejects the application for the project registration of “*Vazhraa Prathik Apartments Phase III*”, Blocks G & H in Application No. REA02200085222 filed by M/s Vazhraa Nirmaan Private Limited.

18. The present application was found to be deficient in several material respects, necessitating the issuance of repeated communications highlighting shortfalls and scheduling of hearings for clarification. It is pertinent to note that the Promoter failed to comply with the objections and directions issued by the Authority, particularly with respect to the Agreement for Sale, thereby contributing to the delay in processing the application.

19. In light of the complexities involved particularly the Promoter’s obligations under the RE(R&D) Act towards existing allottees, the statutory violations previously adjudicated in related complaints, and the potential adverse impact on allottees rights the Authority deemed it imperative to undertake rigorous scrutiny and due diligence. Accordingly, the delay in disposal of the application is due to the lapses and delays on the part of the Promoter but also to the Authority’s overriding obligation to protect the statutory rights of allottees and uphold the larger public interest.

20. It is further clarified that no registration shall be granted in cases where the documents submitted by the promoter disclose a *prima facie* violation of the provisions of the said Act or reflect non-compliance with Rule 38 of the TG RERA Rules, 2017. The Authority reiterates its unwavering commitment to safeguarding the statutory rights of allottees and ensuring that promoters remain in strict compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Telangana Real Estate (Regulation and Development) Rules, 2017. The Authority is obligated to uphold the regulatory mandate in letter and spirit, and cannot permit registration where legal or procedural infirmities are evident.

21. The Promoter is advised to refrain from reasserting proprietary claims over areas statutorily defined as common areas. Future applications for registration shall be considered only if they conform in full to the provisions of the RE (R&D) Act, 2016.

*(By Order of the Authority)*

Sd/-  
**Secretary**  
**TG RERA**

**To**

M/s Vazhraa Nirmaan Private Limited  
*Rep by its Joint Directors, Sri Boppana  
Parameshwara Rao & Sri Mikkileneni  
Srinivasa Rao*

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