BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 635 of 2025

Dated: 25th August 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

Beemagani Anil Kumar
(R/o H.No 3-16-104/24/12/1,
Venkat Reddy Nagar, Ramanthapur,
Hyderabad- 500013)

…Complainants

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,
4th Floor, Road No. 12, Banjara Hills,
Hyderabad, Telangana – 500034)

…Respondent

The present complaint is filed by the Complainants mentioned herein above came up for hearing before this Authority in the presence of counsel for the Complainants and counsel for the Respondent, and upon hearing the submissions of both 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 "RE(R&D) 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 Respondent.

A. A brief facts of the case as stated by the Complainants in Form M:

3. The Complainants submitted that they entered into a Sale Deed dated 09.12.2022 with Vasavi Realtors LLP, represented by its Designated Partner, Sri Vijay Kumar Yettam, for Flat No. 21208 in "Vasavi Lake City West" project at Hafeezpet, Hyderabad, with possession date as the date of sale deed 09.12.2022.

4. The Complainants purchased Flat No. 21208 for total sale consideration of Rs. 1,03,95,000/-. That the Complainants fulfilled all contractual obligations and made timely payments without any default. Despite receiving substantial amounts, the Respondent failed to complete the project or hand over possession within the agreed timeline, with construction progress remaining consistently delayed.

5. The Complainants submitted that, due to continuous delays, they repeatedly followed up with the Respondent and attended several meetings where assurances of early possession were repeatedly given.

6. The Complainants submitted that the repeated delays and false assurances caused financial hardship, mental stress, and uncertainty, as they had to bear both rent and home loan EMIs simultaneously. They further alleged significant deviations from the promised flat specifications, particularly that the balconies and utility areas appeared narrower than the assured 5 feet width, raising serious concerns regarding adherence to agreed standards and quality

B. Relief(s) sought:

7. In the above facts and circumstances of the case, the Complainants most respectfully pray that this Hon'ble Authority may be pleased to:

1. *Direct the Opposite Party to hand over immediate possession of the flat bearing Flat No. 21208 in the "Vasavi Lake City West" project, at the earliest.*
2. *Direct the Opposite Party to pay interest for delayed possession on the entire amount paid by the Complainants from the promised possession date till actual handover of possession.*
3. *Direct the Opposite Party to compensate the Complainants for financial losses and mental agony*
4. *Direct penalty on builder as per provisions of RERA Act for violation of agreed possession timeline and failure to adhere terms of the agreement.*

C. Counter filed by the Respondent:

8. The Respondents submitted that the present complaint is not maintainable either in law or on facts, as the Complainants failed to invoke the dispute resolution mechanism under the Agreement of Sale and did not issue any prior legal notice before filing the complaint.

9. The Respondent submitted that they lawfully developed the "Vasavi Lake City East" project after obtaining development rights and all necessary approvals, including building permission and RERA registration. They admitted allotment of Flat No. 21208 to the Complainants under Sale Deed for ₹ 1,03,95,000/-(Rupees One Crore Three Lakhs Ninety Five Thousand Only).

10. The Respondent submitted that the delay in completion of the project was caused due to force majeure circumstances arising out of the COVID-19 pandemic, nationwide lockdowns, shortage and migration of labour workforce, disruption in construction activities, project site was layered with rocky site and litigations filed by third parties concerning the project, including RERA Case No. 190/2020, W.P. No. 2694 of 2021, W.P. No. 1389 of 2022, W.P. No. 34343 of 2023, W.A. No. 584 of 2023, SLP Nos. 9694–9695 of 2023, and W.P. No. 26301 of 2024.

11. The Respondents relied upon the orders passed by the Hon'ble Supreme Court in Suo Motu Writ Petition No. 3 of 2020 extending limitation periods during the pandemic and contended that such extensions were applicable to the project timelines as well.

12. The Respondents stated that the Complainants were periodically informed about the project progress and revised timelines, denied allegations of false promises or deviations, and claimed that over 80% of the construction was completed. They further submitted that registration and balance payment communications had been issued, they remained committed to early possession, and therefore sought dismissal of the complaint.

D. Rejoinder filed by the Complainants:

13. The Complainants, in rejoinder, denied the allegations in the counter affidavit and submitted that the Respondents had neither provided a firm completion date nor obtained an OC or made a lawful offer of possession, thereby attracting relief under Section 18 of RERA.

14. They further contended that the Respondents could not rely on force majeure or COVID-19, having executed the Sale Deed on 09.12.2022. The Complainants also submitted that despite expiry of the possession period and absence of OC, the Respondents continued to demand and receive instalment payments, thereby establishing continuing delay.

15. It was further submitted that extension of RERA registration up to 07.02.2026 and third-party litigations could not defeat the allottees' statutory rights under Section 18 of RERA, particularly when there was no injunction restraining completion or issuance of OC. The Complainants therefore sought interest for delayed possession till actual handover with OC, compensation for EMI and rental hardship, and restraint against registration or payment demands without OC.

E. Points for Consideration:

16. 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:

17. The present complaint arises from the same project Vasavi Lake City West (RERA Reg. No. P02500001819) developed by the very same Respondent in respect of which this Authority has already rendered a detailed order in Complaint No. 134 of 2025 (Raju Burnwal & Anr. v. M/s. Vasavi Realtors LLP, dated 02.09.2025). In that order, this Authority examined, at length, all the material contentions raised by this Respondent including maintainability, the Covid-19

force majeure plea, the effect of regulatory extensions of registration, the Respondent's unilateral revision of possession timelines, and the allottees' entitlement under Section 18 of the RE(R&D) Act and returned clear and considered findings on each. As the facts, contentions, and legal issues in the present complaint are, in all material respects, identical to those already adjudicated, this Authority finds no reason to depart from the reasoning set out in that order. The findings therein are adopted and applied in their entirety to the present case as well.

18. Accordingly, the objection as to maintainability is rejected. The dispute resolution clause in the Agreement of Sale is merely directory and cannot curtail the statutory remedies available under the RE(R&D) Act, as held in Complaint No. 134 of 2025.

19. On the merits, the Respondent executed the Sale Deed on 09.12.2022 well after the Covid-19 pandemic had substantially subsided with a specific. Having consciously undertaken this commitment with full knowledge of prevailing conditions, the Respondent cannot now invoke Covid-19 as a retrospective force majeure defence. As established in Complaint No. 134 of 2025, such reliance is wholly untenable and amounts to giving false assurances with mala fide intent.

20. Similarly, the regulatory extensions of RERA registration obtained by the Respondent, and any revised possession timelines uploaded on the TG RERA portal, do not bind the Complainants and cannot dilute their contractual and statutory rights. As held in Complaint No. 134 of 2025, following the Bombay High Court in Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India [2017 SCC OnLine Bom 9302], the date of possession as stipulated in the Agreement of Sale shall prevail.

21. Since the Sale Deed was executed on 09.12.2022 and in view of absence of the Agreement of Sale produced before this Authority, this Authority holds the date of execution of such Sale Deed as the date of delivery of possession; it is observed that the possession has not been delivered within the said period

22. The record establishes that the Complainants paid total sale consideration of Rs. 1,03,95,000/- fulfilling their contractual obligations, yet possession has not been handed over.

23. In view of the above, this Authority holds that the Respondent is in clear breach of both its contractual obligations under the Sale Deed and its statutory obligations under Section 11(4)(a) of the RE(R&D) Act. The Complainants, having chosen to remain in the project, are entitled as a matter of statutory right under the proviso to Section 18(1) of the RE(R&D) Act to interest for every month of delay from 09.12.2022 (i.e., Date of execution of Sale Deed) until actual handing over of lawful possession. Insofar as compensation for mental agony, financial loss, and any assured compensation amounts promised by the Respondent is

concerned, the Complainants are at liberty to pursue such relief before the Adjudicating Officer under Section 71 of the Act by filing Form 'N'.

24. This Authority takes note, with grave concern, that over fifty complaints have already been received against this same Respondent arising from the same project. Such a systemic pattern of default, repeated false assurances, and disregard for the statutory framework strikes at the very foundation of homebuyer confidence. The RE(R&D) Act was enacted as a beneficial legislation to protect innocent homebuyers, and this Respondent's conduct is in gross derogation of that mandate. Any further default, non-compliance, or grievance brought by allottees will invite proceedings under Section 63 of the RE(R&D) Act, 2016.

G. Directions of the Authority:

25. 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.

c) The extension of registration taken by this Respondent cannot dilute the contractual rights of the Complainant under the Sale Deed. The date of execution of such Sale Deed shall be considered as the date of delivery of possession.

d) The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 09.12.2022 (Date of execution of Sale Deed).

e) The Complainants are entitled to interest at the rate of 10.70% 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 29.11.2022 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.

26. 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.

27. The Complaint is accordingly allowed in part, in terms of the above directions.

28. 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.

29. 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

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY