

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

COMPLAINT NO. 651/2026/TGRERA

Dated: 25th August, 2026

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

Kopparapu Gayathri and
Kotha Sainaga Sowmith
Flat 202, Plot 24 & 25,
Padmaja Nilayam, Hanuman Temple Road,
Above Indian Overseas Bank,
Madinaguda, Hyderabad, 500049

...Complainants

Versus

M/s. Vasavi Realtors LLP,
Rep. by its Designated partner, Vijay Kumar Yerram,
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 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. brief facts of the case as stated by the Complainants in Form M:

3. The Complainant submitted that he purchased Flat No. W030802 in the Respondent's project “Vasavi Lake City West” in March 2021 based on the representations made through advertisements, website information, and assurances given by the Respondent regarding timely completion of the project. It is stated that under the Agreement of Sale, possession of the subject flat was promised by 31.08.2023 and that the Complainant made payments in accordance with

the demands raised by the Respondent, coordinating loan disbursements through Bank of Baroda.

4. The Complainant submitted that approximately 90% of the sale consideration had been paid by August 2023 in the expectation that the Respondent would adhere to the committed possession timeline. It is further submitted that after expiry of the possession period, the lending bank repeatedly called upon the Complainant to complete registration formalities and submit the registered Sale Deed, failing which penal interest would be levied on the outstanding loan amount. According to the Complainant, relying upon the Respondent's assurances regarding early handover of possession, he proceeded to pay the balance amount and registered the subject flat on 20.03.2025.

5. The Complainant submitted that despite such payments and assurances, the Respondent failed to hand over possession of the subject flat and repeatedly revised the proposed possession timelines without providing any definite completion schedule. It is alleged that the issue was raised on several occasions through meetings and correspondence, but no tangible progress was observed.

6. The Complainant further submitted that substantial portions of the project, including finishing works, common amenities, and supporting infrastructure, remained incomplete. According to the Complainant, despite repeated follow-ups, the Respondent failed to provide a clear roadmap for completion of the project, resulting in uncertainty and concern among the allottees.

7. The Complainant submitted that the continued delay in handing over possession, despite receipt of substantial payments and completion of registration, amounts to a violation of the provisions of the RE(R&D) Act, 2016 and the obligations undertaken by the Respondent. It is further stated that the delay has caused financial hardship, mental stress, and inconvenience, compelling the Complainant to approach this Authority seeking appropriate reliefs against the Respondent.

B. Relief(s) sought:

8. 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. W030802 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*

C. Counter filed by the Respondent:

9. 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.

10. The Respondent submitted that they lawfully developed the "Vasavi Lake City West" project after obtaining development rights and all necessary approvals, including building permission and RERA registration. They admitted allotment of Flat No. W030802 to the Complainants under an Agreement of Sale for ₹1,07,60,175/-. The Respondents further stated that Clause 7.1 of the Agreement provided for possession by 31.08.2023 with a six-month grace period and protected the developer against force majeure delays.

11. 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.

12. 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.

13. 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:

14. 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.

15. They further contended that the Respondents could not rely on force majeure or COVID-19, having executed the Agreement on 26.08.2021 and voluntarily committed possession by 31.08.2023. The Complainants also submitted that despite expiry of the possession period and absence of OC, the Respondents continued to demand and receive instalment payments, including the 90% stage payment on 14.05.2025, thereby establishing continuing delay.

16. 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 from 01.03.2024 till actual handover with OC, compensation for EMI and rental hardship, and restraint against registration or payment demands without OC.

E. Points for Consideration:

17. 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:

18. 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.

19. 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.

20. On the merits, the Respondent executed the Agreement of Sale on 26.08.2021 well after the Covid-19 pandemic had substantially subsided with a specific, voluntary commitment to hand over possession by 31.08.2023. 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.

21. 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.

22. The record establishes that the Complainants paid ₹90,38,548/- out of a total sale consideration of ₹1,07,60,175/-, fulfilling their contractual obligations, yet possession has not been handed over. The Respondent's contention that the Complainants bear residual payment

arrears cannot afford it any shield, as held by the Hon'ble Supreme Court and affirmed in the order of Complaint No. 134 of 2025, a promoter in default cannot place its own breach at the feet of the allottee to avoid liability.

23. In view of the above, this Authority holds that the Respondent is in clear breach of both its contractual obligations under the Agreement of Sale 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 01.03.2024 (i.e., the day following expiry of the agreed possession date of 31.08.2023) 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, 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 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.
- e) The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 29.02.2024 (inclusive of grace period).
- f) 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 01.03.2023 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.
- g) Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under "Form N".
- h) 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

