

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

COMPLAINT NO. 806/2025/TGRERA

Dated: 25th August, 2026

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

Ghantasala Venkata Balarama Sathya Prasad

*Flat No:103, Deepthi Residency,
Manjeerapipeline Road,
Hyderabad Dist., 500049*

...Complainant

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. E31207 in the project “Vasavi Lake City – East” (RERA Registration No. P02500001821) on 29.11.2022 from Smt. J. Anuradha and J. A. Rao, who had derived title to the said unit from the original landowner under the Development Agreement entered into with the Respondent. The Complainant submitted that he is the lawful owner of the subject flat and has furnished the relevant title documents to the Respondent.

4. The Complainant submitted that under the terms governing the project, possession of the subject flat was to be handed over within 36 months from the date of obtaining the requisite approvals, together with a grace period of six months, making the possession timeline expire in August 2023. However, despite expiry of the said period, the Respondent failed to complete the project and hand over possession of the subject flat.

5. The Complainant submitted that substantial portions of the project, including interior finishing works, common amenities, and supporting infrastructure, remained incomplete. According to the Complainant, despite repeated follow-ups and communications, the Respondent failed to provide any definite timeline for completion of the project and handing over possession. It is further alleged that the updates provided by the Respondent regarding the progress of construction were inconsistent and lacking in clarity.

6. The Complainant further submitted that there were deviations from the agreed specifications and approved plans, including discrepancies in room and balcony dimensions and non-provision of certain promised fittings and finishes. According to the Complainant, although assurances regarding compensation were given by the Respondent, no formal resolution has been provided.

7. The Complainant submitted that he has invested a total of 42,00,000/- towards the subject flat, including amounts financed through a housing loan, and is presently bearing both loan repayment obligations and rental expenses. It is further submitted that despite furnishing documents evidencing ownership of the subject flat, the Respondent has failed to recognize him as the owner for the purpose of project communications and meetings. Aggrieved by the continued delay in completion of the project and handing over possession, the Complainant approached 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. E31207 in the "Vasavi Lake City East" project, at the earliest.*

2. *Direct the Opposite Party to pay interest for delayed possession on the entire amount of Rs. 42,00,000/- 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:

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 contemplated under the governing documents and did not issue any prior legal notice before filing the complaint.

10. The Respondent submitted that they lawfully developed the “Vasavi Lake City” project after obtaining development rights and all necessary approvals, including building permission and RERA registration. They admitted that the subject flat formed part of the landowner’s share under the development arrangement and that the Complainants acquired rights in the subject unit through a registered Sale Deed for valuable consideration. The Respondents further stated that the project documents contemplated delivery of possession subject to force majeure conditions and other circumstances beyond the control of the developer.

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, rocky strata at the project site requiring manual excavation, and litigations initiated by third parties concerning the project, including RERA Case No. 190 of 2020, W.P. No. 2694 of 2021, W.P. No. 13898 of 2022, W.P. No. 33433 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 equally applicable while considering the timelines for completion of the project. The Respondents further submitted that the Authority had granted extension of the project registration up to 07.02.2026.

13. The Respondents contended that the Complainants had acquired the subject flat through the landowner's share and that the Respondent was not a direct party to the transaction between the landowner and the Complainants. It was further submitted that the allegations regarding delay, deviations, and entitlement to compensation were denied and that the Respondents had periodically informed allottees about the progress of the project and revised timelines through meetings and communications.

14. The Respondents denied liability to pay interest or compensation and contended that the delay was attributable to circumstances beyond their control and therefore protected under the force majeure provisions. They further submitted that more than 80% of the project work had been completed, that the project was in its final stages of completion, and that they remained committed to handing over possession at the earliest. Accordingly, the Respondents sought dismissal of the complaint.

D. Rejoinder filed by the Complainants:

15. 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.

16. They further contended that the Respondents could not rely on force majeure or COVID-19, having executed the Sale Deed on 20.01.2024. 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.

17. 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:

18. 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:

19. The present complaint arises from the same project Vasavi Lake City East (RERA Reg. No. P02500001821) developed by the very same Respondent in respect of which this Authority has already rendered a detailed order in Complaint No. 453 of 2025 (Satrajeet Gupta v. M/s. Vasavi Realtors LLP, dated 30.12.2025). 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.

20. 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. 453 of 2025.

21. On the merits, the Respondent executed the Sale Deed on 20.01.2024 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.

453 of 2025, such reliance is wholly untenable and amounts to giving false assurances with mala fide intent.

22. 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. 453 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.

23. Since the Sale Deed was executed on 20.01.2024 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

24. The record establishes that the Complainants paid total sale consideration of Rs. 42,00,000/- fulfilling their contractual obligations, yet possession has not been handed over.

25. 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 20.01.2024 (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'.

26. 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:

27. 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 possession as stipulated in the Agreement shall prevail.
- d) The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date i.e., 20.01.2024 (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 20.01.2024 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.

28. 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.

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

30. 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.

31. 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

