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

Complaint No. 656 of 2025

Dated: 25th August, 2026

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

1. Biyyapu Anjaneyulu Babu
2. Biyyapu Vasavi Kanyaka Parameswari
(Both are R/o. Flat No. 207/A, F- Block,
Sri Sairam Towers, Hafeezpet, Rangareddy – 500 049)

…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 the Complainant in person 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, namely Sri Biyyapu Anjaneyulu Babu and Smt. Biyyapu Vasavi Kanyaka Parameswari submitted that they entered into an Agreement of Sale with the Respondent, M/s. Vasavi Realtors LLP, represented by its Designated Partner, Sri Vijay Kumar Yerram, in respect of Flat No. W060307 is situated on the 3rd Floor of Tower-6, West Wing, in the project "Vasavi Lake City West", Hafeezpet, registered with this Authority under RERA Registration No. P02500001819. The Complainants stated that they were induced to purchase the subject flat based on extensive promotional campaigns undertaken by the Respondent and

representations made by its sales and marketing personnel, assuring timely completion of the project and delivery of possession in the year 2023.

4. The Complainants further submitted that they initially booked the subject flat on 31.10.2020 by paying a booking amount of Rs. 5,00,000/- together with GST of Rs. 25,000/-. Thereafter, an Agreement of Sale was executed between the parties on 05.12.2020, wherein the Respondent undertook to complete the project and hand over possession of the flat by August, 2023 together with a grace period of six months. According to the Complainants, they have made payments in a timely manner in accordance with the demands raised by the Respondent and, as on date, have paid approximately 80% of the total sale consideration without any default or delay on their part.

5. The Complainants further contended that in the original Agreement of Sale, the particulars of the subject flat were incorrectly mentioned. Upon bringing the said discrepancy to the notice of an employee of the Respondent, namely, Sri Rajanikanth, the flat-facing particulars were corrected. However, according to the Complainants, while making such corrections, the Respondent unilaterally altered the possession date from the originally agreed year 2023 to the year 2024 in the Agreement of Sale. The Complainants submit that they immediately objected to such alteration and questioned the reasons for changing the possession schedule. It is alleged that despite their objections, the revised possession date was retained in the Agreement of Sale. The Complainants further submit that they addressed an email to the Respondent seeking clarification and specifically requested that, in the event compensation or interest for delay was proposed to be paid by the Respondent, they should be considered eligible for such compensation from the originally committed possession date in the year 2023 onwards. The Complainants further contended that all allottees who booked flats in the year 2020 were initially promised possession by August, 2023.

6. The Complainants further alleged that despite the expiry of the contractual possession period, there was little or no visible progress in the construction of their tower for nearly two years thereafter. It is submitted that in June, 2025, the Respondent requested the Complainants to proceed with registration of the flat and represented that possession would be handed over within fifteen days from the date of registration. According to the Complainants, even after an alleged delay of approximately twenty-eight months from the originally agreed possession date of August, 2023, the Respondent failed to hand over possession of the subject flat.

Subsequently, after repeated follow-ups, the Respondent communicated a revised possession date of 31.12.2025.

7. The Complainants further submitted that they have regularly followed up with the Respondent regarding completion of the project and delivery of possession and have participated in several meetings conducted by the Respondent. According to the Complainants, major customer interaction meetings were held on 08.09.2024, 23.11.2024, 07.02.2025 and 23.08.2025, and minutes of such meetings were signed by the representatives of the Respondent. It is further submitted that during the meeting held on 07.02.2025, the Respondent circulated a revised tower-wise handover schedule indicating phased delivery dates and proposing June, 2025 as the target completion period, but without specifying any overall project completion date.

8. The Complainants further alleged that despite the prolonged delay in completion and delivery of possession, they have neither received any compensation from the Respondent nor have they been informed regarding the amount of compensation, if any, proposed to be paid for the delay suffered by them.

9. The Complainants submitted that the delay in handing over possession has caused them severe financial hardship, mental agony and inconvenience. It is contended that they are constrained to simultaneously bear the burden of housing loan EMIs as well as rent for their existing accommodation. The Complainants further submit that they have expended considerable time, effort and financial resources in continuously pursuing the Respondent for updates regarding completion of the project and delivery of possession.

10. The Complainants further stated that they had planned to admit their children in educational institutions located in proximity to the project site, considering their proposed relocation to the subject flat. However, due to the prolonged delay in handing over possession, they were compelled to secure admission in an alternative school, resulting in additional expenditure of time and money.

11. The Complainants further submitted that the first Complainant is a person with physical disability and was required to make repeated visits to the offices of the Respondent in connection with the correction of the Agreement of Sale and the issue relating to alteration of the possession date. According to the Complainants, the conduct and behaviour of the

representatives of the Respondent during such interactions caused them considerable mental stress and adversely affected their family life and well-being.

12. Aggrieved by the delay in completion of the project, repeated revisions in possession timelines, non-payment of compensation, and the hardships suffered by them, the Complainants have approached this Authority seeking appropriate reliefs under the provisions of the Real Estate (Regulation and Development) Act, 2016.

B. Relief(s) sought:

13. 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 Respondent to complete the construction and to hand over immediate possession of the flat bearing at the earliest.*
2. *Direct the Opposite Party to continue and clear the assured compensation amounts already promised by the promoter, namely Rs.20 per sq. ft. from March 2025 to November 2025 and Rs.27 per sq. ft. from December 2025.*
3. *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 and direct the Opposite Party to compensate the Complainants for financial losses and mental agony*

C. Counter filed by the Respondent:

14. The Respondents submitted that the present complaint is not maintainable either in law or on the 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.

15. 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. W060307 to the Complainants under an Agreement of Sale for Rs. 73,39,500/-. The Respondents further stated that Clause 7.1 of the Agreement provided for possession by 31.08.2024 with a six-month grace period and protected the developer against force majeure delays.

16. 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.

17. 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.

18. 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:

19. 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.

20. The Complainants submitted in rejoinder that the Respondent had wrongly and deliberately altered the possession date in the Agreement of Sale from 31.08.2023 to 31.08.2024, taking undue advantage of the Complainants' request for correction of the flat-facing details. The Complainants contended that when they approached the Respondent solely for the purpose of rectifying the flat-facing particulars in the Agreement of Sale, the Respondent's representative surreptitiously and without their consent, substituted the originally agreed possession date of 31.08.2023 with 31.08.2024. The Complainants alleged that such alteration was intentional, mala fide, and carried out without their knowledge or concurrence, and that they had immediately protested against the said change upon noticing the same. The Complainants, therefore, urged that the originally agreed possession date of 31.08.2023 ought to be treated as the binding contractual date for the purpose of computing interest and compensation under Section 18 of the RE(R&D) Act, 2016.

21. They further contended that the Respondents could not rely on force majeure or COVID-19, having executed the Agreement in the year 2021 and voluntarily committed possession by 31.08.2023. The Complainants submitted that, despite the expiry of the stipulated possession period and the absence of an Occupancy Certificate, the Respondents

continued to raise demands and receive instalment payments without completing the construction of the project. It was also alleged that the Respondents' CRM Team and Accounts Department acted negligently and failed to exercise due diligence in addressing the Complainants' concerns.

22. 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:

23. 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:

24. 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.

25. 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.

26. On the merits, the Respondent executed the Agreement of Sale in the year 2021, well after the Covid-19 pandemic had substantially subsided, with a specific, voluntary commitment to hand over possession by 01.03.2025(inclusive 6 months grace period). 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.

27. 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.

28. On the specific contention of the Complainants that the original possession date was 31.08.2023 and that the same was unilaterally altered by the Respondent, this Authority, upon perusal of the documents placed on record, observes as follows. The Complainants have produced an unsigned draft agreement showing the possession date as 31.08.2023. However, two agreements of sale were placed before this Authority, one unsigned and the other duly executed and signed, and it is the duly executed and signed Agreement of Sale alone which can be treated as the binding contract between the parties. In that agreement, the possession date is stipulated as 31.08.2024. It is a settled proposition that a draft document, unsigned by the parties, has no contractual force and cannot override or prevail over the terms of a duly signed agreement. Accordingly, this Authority concludes that the agreed and binding date of possession as between the parties is 31.08.2024 (excluding the six-month grace period), and not 31.08.2023 as alleged by the Complainants. The contention to the contrary is therefore not sustainable on the basis of the material on record and is hereby rejected.

29. The record establishes that the Complainants paid around Rs. 61,65,179/- out of a total sale consideration of Rs. 73,39,500/-, 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.

30. 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 01.03.2025 (i.e., the day following expiry of the agreed possession date of 28.02.2025, including a grace period of 6 months) until actual handing over of lawful possession. Insofar as compensation for mental agony, financial loss, and any assured compensation amounts promised by the Respondent are concerned, the Complainants are at liberty to pursue such relief before the Adjudicating Officer under Section 71 of the Act by filing Form 'N'.

31. 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:

32. 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 Respondent is held liable for failure to hand over possession of the subject flat by the agreed date, i.e., 28.02.2025 (inclusive of 6 months' grace period).

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 01.03.2025 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 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 a 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.

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

33. 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.

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

35. Failure to comply with the above directions by the Respondent shall attract a penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

36. As a result, the Complaint is disposed of accordingly. No order as to costs.

Sd/-	**Sd/-**
Sri. Laxmi Narayana Jannu, **Hon'ble Member,** **TG RERA**	**Sri. K. Srinivasa Rao,** **Hon'ble Member,** **TG RERA**