

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

Complaint No. 662 of 2025

Dated: 25th August, 2026

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

Putluru Sravavni

*(Flat No 502, Flora Essence Apartment, P Janardhan Reddy Nagar,
Gachibowli, Hyderabad 500032, Telangana)*

...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 the Complainant 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. It is submitted that the Complainant booked a residential apartment in the project "Vasavi S Lake City West" on 05.08.2024 and subsequently entered into an Agreement of Sale dated 24.10.2024 with M/s. Vasavi Realtors LLP, represented by its Designated Partner Sri Vijay Kumar Yerram, for purchase of Flat No.302, West Wing, Tower-3, in the project bearing RERA Registration No. P02500001819 dated 20.03.2020, situated at Manjeera Pipeline Road, APGOS Cooperative Housing Society, Hafeezpet, Hyderabad, Telangana - 500050. And It is further submitted that as per the terms of the Agreement of Sale, the Respondent agreed to hand over possession of the subject flat on or before 31.08.2024, with an additional grace period of six months.

4. The Complainant states that he has complied with all financial obligations under the Agreement of Sale and has made payments in accordance with the demands raised by the Respondent. It is submitted that the Complainant completed registration of the subject flat on 07.08.2025 after paying the entire sale consideration together with applicable GST, two years' advance maintenance charges and corpus fund, all of which were paid prior to possession being handed over.

5. The Complainant submits that payments towards the sale consideration were made as follows:

- Rs.5,00,000/- through RTGS on 07.08.2024;
- Rs. 25,000/- through NEFT on 12.08.2024;
- Rs.22,77,424/- through Cheque No.572366 dated 14.09.2024;
- Rs.98,08,483/- through housing loan disbursement from Union Bank of India on 22.11.2024;
- Rs.10,00,000/- through RTGS on 29.07.2025;
- Rs.2,43,812/- through RTGS on 30.07.2025;
- Rs.85,250/- through online transfer on 31.07.2025; and
- Rs.1,65,907/- through online transfer on 01.08.2025.

6. The Complainant contends that despite completion of registration and payment of the entire sale consideration, possession of the subject flat has not been handed over. It is alleged that as on September, 2025, the Respondent has failed to deliver possession, resulting in a delay of approximately twelve months beyond the agreed possession date under the Agreement of Sale and the Complainant submits that he has been consistently following up with the Respondent, its management and CRM team since expiry of the agreed handover period and completion of registration. According to the Complainant, no firm assurance regarding possession has been provided and only revised timelines and assurances have been communicated from time to time.

7. It is further submitted that at the time of booking, the Respondent represented that possession would be handed over by December, 2024, which was subsequently revised to March, 2025, thereafter to the first week of February, 2025, and subsequently altered in later meetings and communications and he Complainant further states that by letter dated 21.07.2025, issued by the CRM team and signed by the Managing Director, Sri Vijay Kumar Yerram, the Respondent informed that the Fire No Objection Certificate had been applied for the "Lake City Project" and represented that possession would be handed over by the end of July, 2025 for enabling commencement of interior works in respect of registered flats.

8. The Complainant submits that relying upon the said written assurance, he proceeded to complete registration of the subject flat and paid the balance amount payable together with registration expenses and mortgage related charges amounting to approximately Rs.11,00,000/, believing that possession would be handed over shortly thereafter and It is alleged that despite the aforesaid assurance, possession was not delivered and the project continued to remain incomplete. The Complainant further alleges that upon subsequent enquiry, it was discovered that the application for Fire NOC pertained to the East Wing of the project, whereas the subject flat is situated in the West Wing, for which, according to the Complainant, no such application had been submitted at the relevant point of time.

9. The Complainant further submits that while collecting the final instalment payable by her, the Respondent adjusted certain amounts towards rent compensation for the delay period between March, 2025 and July, 2025 and towards non-provision of the kitchen platform originally agreed to be provided as part of the flat. According to the Complainant, such adjustments were accepted in good faith on the understanding that possession would be handed over in July, 2025 and the Complainant alleges that despite repeated communications, the representatives of the Respondent have failed to provide any definite timeline for possession and have only communicated vague responses regarding the completion of the project.

10. It is further submitted that since February, 2025, there has been little substantial progress in the construction of Flat No.302, Tower-3, West Wing, and that only limited finishing works such as installation of doors, windows and tiles have been undertaken and the Complainant contends that substantial portions of the project remain incomplete and that the pace of construction is inadequate to indicate imminent completion of the project. According to the Complainant, there exists considerable uncertainty regarding the timeline for handing over possession of the subject flat.

11. The Complainant further submits that upon interacting with other allottees in the same tower, he came to understand that different possession dates had been stipulated in the respective Agreements of Sale executed with allottees in the same building, which, according to the Complainant, reflects inconsistency in the commitments made by the Respondent. It is further submitted that the Complainant had addressed a detailed email to the CRM team and the Managing Director of the Respondent, raising concerns regarding the delay in possession and the financial hardship caused by continued payment of EMIs and rent. According to the

Complainant, despite the seriousness of the grievances raised therein, no response or acknowledgement was received from the Respondent.

12. The Complainant states that the said communication highlighted that substantial payments had already been made towards the subject flat, including payments through housing loan disbursements, and that the balance sale consideration, together with corpus fund and maintenance charges, had been paid based on the assurances given by the Respondent regarding imminent possession. It is further submitted that despite repeated assurances and expiry of more than one year from the agreed possession timeline, possession of the subject flat has not been delivered, and the possession schedule has been repeatedly revised by the Respondent without adherence to any of the communicated dates. The Complainant further alleges that several works in the building, including sanitary and plumbing works, installation of service lifts, provision of electrical fittings and water connections, internal and external painting, waterproofing works, parking facilities, staircase railings, common amenities and other supporting infrastructure remain incomplete. It is also alleged that certain amenities and facilities represented to form part of the project, including clubhouse facilities, landscaped areas, children's play areas and kitchen platform works, have not been completed or provided as on the date of filing of the complaint. Aggrieved by the continued delay in handing over possession despite payment of the entire sale consideration and completion of registration formalities, the Complainant has approached this Authority seeking appropriate relief 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 within a fixed timeline and hand over possession of the flat immediately in a liveable condition.*
- 2. Direct the Opposite Party to pay interest for delayed possession on the entire amount paid by the Complainant from the promised possession date i.e., August 2023 till actual handover of possession.*
- 3. Direct the Opposite Party to compensate the Complainant 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 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. W030302 to the Complainants under an Agreement of Sale for Rs. 1,33,44,875/-. 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. Points for Consideration:

19. 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?

E. Observations of the Authority:

20. 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.

21. 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.

22. On the merits, the Respondent executed the Agreement of Sale on 24.10.2024 well after the Covid-19 pandemic had substantially subsided, with a specific, voluntary commitment to hand over possession by 31.08.2024 with six 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.

23. 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.

24. The record establishes that the Complainants paid approximately total sale consideration fulfilling her 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.

25. 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) until actual handing over of lawful possession and Further the Respondent is directed to complete the said flat with agreed specifications made to the Complainant. 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'.

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, 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 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 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 Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA