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

Complaint No. 665 of 2025

Dated: 25th August, 2026

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

Suresh Gunturu
(Flat No: 201, Plot No 34, Sree Homes, Jagruthi Colony,
Second Lane, Kondapur, Hyderabad, Telangana, Pin: 500084.)

…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. The Complainant, Mr. Suresh Gunturu, submitted that he entered into an Agreement of Sale dated 03.08.2023 with the Respondent, M/s. Vasavi Realtors LLP, for purchase of Flat No. W070908 in the project "Vasavi Lake City West" situated at Hafeezpet, Hyderabad, bearing RERA Registration No. P02500001819.

4. The Complainant submitted that as per the terms of the Agreement of Sale, the Respondent was required to hand over possession of the subject flat on or before August, 2024.

It is his case that out of the total sale consideration of Rs.1,04,85,300/-, he paid an amount of Rs.94,36,770/-, constituting approximately 90% of the total consideration. The Complainant contended that despite his timely payments and compliance with the contractual obligations, the Respondent failed to hand over possession of the flat within the agreed timeline and the Complainant further submitted that after the expiry of the committed possession date, the Respondent repeatedly revised the proposed possession schedule during meetings held with the allottees. According to the Complainant, the Respondent initially represented that possession would be delivered by February 2025, thereafter revised the timeline to March 2025 along with an assurance of obtaining a partial Occupancy Certificate, subsequently extended the timeline to June 2025, and thereafter to 30.11.2025. The Complainant alleged that the repeated revision of possession dates demonstrates uncertainty on the part of the Respondent regarding completion of the project and delivery of possession within the promised timelines.

5. The Complainant further alleged that the Respondent published an advertisement in the Eenadu newspaper stating that possession would be offered from March, 2025. According to the Complainant, the said advertisement was misleading and did not reflect the actual status and progress of construction at the project site. The Complainant submitted that during his repeated visits to the project site, he observed that the manpower and resources deployed for construction were inadequate for the timely completion of the project. The Complainant contended that in view of the slow pace of construction and repeated postponement of possession dates, he has lost confidence in the Respondent's ability to hand over possession within any of the timelines communicated to the allottees.

6. The Complainant further submitted that as per the Agreement of Sale, he was entitled to an undivided share of land (UDS) measuring 33.35 square yards corresponding to Flat No. W070908 having a saleable area of 1235 square feet. However, according to the Complainant, during a recent meeting, the Respondent informed the allottees that the actual undivided share of land proposed to be conveyed would be approximately 5 square yards less than the extent mentioned in the Agreement of Sale. The Complainant alleged that no proper clarification or supporting explanation was provided by the Respondent in this regard and that the exact extent of UDS would be disclosed only at the time of registration.

7. The Complainant contended that the proposed reduction in the undivided share of land amounts to a breach of the terms of the Agreement of Sale and constitutes misrepresentation on the part of the Respondent. According to the Complainant, the extent of UDS represented

in the Agreement of Sale was one of the factors that influenced his decision to purchase the subject flat and was also used by the Respondent's sales team as a marketing feature while promoting the project and Aggrieved by the delay in handing over possession of the subject flat and the alleged reduction in the undivided share of land assured under the Agreement of Sale, the Complainant has 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 Respondent to complete the construction in fixed timeline and handover possession of flat.*
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 Respondent to honour the agreement of sale in full and provide the agreed UDs, i.e., 48 Sq. yards and in the event of failure to comply, direct the Respondent to pay compensation of Rs. 10,00,000 for the deficiency.*
4. *Direct the Opposite Party to compensate the Complainants for financial losses and mental agony or any other reliefs deem to fit.*

C. Counter filed by the Respondent:

9. 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.

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. W.070908 to the Complainants under an Agreement of Sale for Rs.99,86,600/-. 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.

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 and 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:

13. 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:

14. 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.

15. 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.

16. On the merits, the Respondent executed the Agreement of Sale in the year 2023, well after the Covid-19 pandemic had substantially subsided, with a specific, voluntary commitment to hand over possession by 28.02.2025 (including 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.

17. 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.

18. The record establishes that the Complainants paid approximately Rs. 94,36,770/- out of a total sale consideration of Rs. 99,86,660/-, 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.

19. 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. 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'.

20. With regard to the allegation that the Respondent is constructing a wall which may affect the Complainant's proportionate Undivided Share (UDS), it will be evident from the material available on record that no documentary, technical, or survey material has been placed before this authority to establish any actual reduction, alteration, or encroachment upon the UDS allotted to the Complainant. In the absence of cogent evidence, no finding of violation of relevant provisions in respect of the UDS can be recorded at this stage.

21. Nevertheless, it remains the statutory and contractual obligation of the Respondent to convey and register the agreed proportionate UDS corresponding to the apartment. In the event of any demonstrable reduction in the agreed UDS at the time of conveyance, the Respondent shall be liable to rectify the same in accordance with the law.

22. 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 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:

23. 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.

24. 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.

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

26. 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.

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

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