

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

Complaint No. 671 of 2025

Dated: 25th August, 2026

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

1. Narendra Chebrulu,
2. Geetanjali Veeramallu

*(Flat 303, Surya Nikunj Apartment, Mithra hills,
Alluri seetharamaraju nagar, hydernagar, Hyderabad - 500090)*

...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 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. A brief fact of the case as stated by the Complainants in Form M:

3. The Complainants, namely Sri Narendra Chebrulu and Smt. Geetanjali Veeramallu, submitted that they purchased a residential unit bearing No. W11004 situated on the 10th Floor of Tower-1 in the project "VASAVI LAKE CITY-WEST" (RERA Registration No. P02500001819) being developed by the Respondent, M/s. Vasavi Realtors LLP, on 12.04.2023. The Complainants stated that the said unit was acquired from Smt. Nimmagadda Parameswari, who had received the property by way of gift from her son, Sri Nimmagadda Ravikanth, the original landowner. It is submitted that the said unit formed part of the

landowner's share under the Deed of Assignment-cum-Development Agreement-cum-General Power of Attorney executed between the landowners and the Respondent, registered as Document No. 18827/2019 in the office of the District Registrar, Ranga Reddy District. The Complainants contend that upon purchase of the said unit, they became the lawful owners and succeeded to all rights attached thereto.

4. The Complainants further submitted that as per the terms governing the development of the project, possession of the subject unit was to be handed over within a period of 36 months together with a grace period of six months from the date of obtaining the requisite approvals, namely 07.02.2020. Accordingly, possession was due by August, 2023. However, according to the Complainants, the Respondent failed to hand over possession within the stipulated period, including the grace period. It is alleged that as of September, 2025, the project was only about 70% to 80% complete and that no significant construction activity has been undertaken thereafter. The Complainants further submitted that essential components of the project, including interior finishing works, common amenities, and supporting infrastructure, remain incomplete.

5. The Complainants further alleged that despite repeated follow-ups and written communications, the Respondent has failed to provide any definite or committed timeline for completion and handover of the project. It is contended that the construction progress has been substantially delayed and that the updates furnished by the Respondent have been vague, inconsistent, and misleading. The Complainants further submit that there has been a lack of transparency regarding the reasons for the delay. It is also alleged that upon inspection of the subject unit, discrepancies were noticed in the dimensions of certain rooms and balconies when compared with the approved plans.

6. Complainants further submitted that the Respondent has revised the proposed possession date on several occasions without assigning any valid justification. It is further alleged that there have been deviations from the agreed specifications, including the non-provision of a granite platform in the kitchen, a steel sink, and two-feet tile dadoing above the kitchen counter. According to the Complainants, although these deficiencies were brought to the notice of the Respondent and verbal assurances were given regarding compensation, no formal commitment or resolution has been provided till date.

7. The Complainants submitted that they have invested a total sum of Rs.78,75,000/- towards the purchase of the subject flat, including financing approximately 65% of the consideration through a bank loan. It is further submitted that they are presently servicing a monthly EMI of Rs.45,000/-. According to the Complainants, the prolonged delay in completion and delivery of possession has caused them severe financial hardship, mental agony, and emotional distress, adversely affecting their personal and professional lives.

8. The Complainants further contended that despite submitting all documents evidencing their lawful ownership of the subject unit, the Respondent has failed to recognize them as the rightful owners of the flat. Consequently, the Complainants allege that they have neither been invited to meetings conducted by the Respondent concerning the project nor have they received any formal communications or updates relating to the progress and status of the project.

B. Relief(s) sought:

9. 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 complete and hand over possession of the subject flat as agreed*
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 and direct the Opposite Party to compensate the Complainants for financial losses and mental agony*
3. *Formal commitment and execution of compensation for the deviations in specifications (e.g., granite platform, steel sink, tile dadoing) as promised by the builder and Penalty on the builder as per the provisions of the RERA Act for violation of the agreed possession timeline and failure to adhere to the terms of the agreement. Pass an order directing the builder to recognize buyers from the landlord's share as rightful owners and to invite them to all meetings and share all formal communications related to the project and any other relief that the Hon'ble RERA deems fit and proper*

C. Counter filed by the Respondent:

10. 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.

11. 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 Flat No. W.11004 was allotted to the Complainants under the sale deed and admitted that the Complainant have paid the amount. .

12. 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.

13. 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.

14. 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:

15. 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:

16. 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.

17. 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.

18. On the merits, the Sale Deed in respect of the subject flat was executed on 15.04.2023, well after the subsiding of the Covid-19 pandemic. 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.

19. It is the case of the Complainants that the Sale Deed in respect of the subject flat was executed on 15.04.2023, pursuant to the Complainants having purchased the property from the landowner. The said landowner had earlier entered into a Registered Deed of Assignment-cum-Development Agreement-cum-General Power of Attorney with the Respondent, thereby conferring upon the Respondent the authority to develop the project and to sell units therefrom. It is further noted that neither the Complainants nor the Respondent have produced before this Authority any Agreement of Sale executed between the parties stipulating the date of delivery of possession. In the absence of such agreement, this Authority holds that the date of execution of the Sale Deed, i.e., 15.04.2023, shall be treated as the agreed date of delivery of possession for the purpose of computation of interest under Section 18(1) of the RE(R&D) Act, 2016. It is accordingly observed that possession has not been delivered within the said period. The Respondent has not denied its obligation to deliver possession arising from the said transaction and is therefore squarely liable for the delay accruing therefrom.

20. 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.

21. The record establishes that the Complainants paid total sale consideration 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 liability²⁴.

22. 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 15.04.2023(i.e., from the date 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'.

23. 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.

F. Directions of the Authority:

24. 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/Sale deed. The date of possession 04.05.2024 shall prevail.

d) The Respondent is held liable for failure to hand over possession of the subject flat by the agreed date, i.e., 15.04.2023(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 15.04.2023 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.

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.

25. 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.

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

27. 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.

28. 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