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

Complaint No. 676 of 2025

Dated: 25th August, 2026

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

1. Rakesh Bharadwaj
2. Suvarchala Kota
(E707, Dollfine's Durga County,
Madinaguda, Miyapur, Hyderabad-500049.)

…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 facts of the case as stated by the Complainants in Form M:

3. The Complainants submitted that they purchased a residential unit bearing No. W020707 situated in Tower-2 of the West Wing in the project "Vasavi Lake City" being developed by the Respondent, M/s. Vasavi Realtors LLP, which is registered with this Authority under RERA Registration No. P02500001821 dated 02.03.2020. It is submitted that the subject flat was purchased on 01.12.2020 based upon the advertisements issued by the Respondent, representations made by its marketing team, and information available on the Respondent's website, which projected the project as a well-planned and timely development. The Complainants stated that the total sale consideration for the subject flat was

Rs.1,06,94,690/- inclusive of GST, out of which an amount of Rs.94,20,705/- was paid during the period from December, 2020 to April, 2023, while the balance amount was agreed to be paid at the time of registration and handing over of possession in terms of the Agreement of Sale. According to the Complainants, they had paid approximately 90% of the total sale consideration in the legitimate expectation that the Respondent would complete the project and deliver possession within the promised timeframe.

4. The Complainants further submitted that as per Clause 7.1 of the Agreement of Sale, the Respondent undertook to hand over possession of the subject flat together with complete and ready common areas, specifications, amenities, and facilities pertaining to the project on or before August, 2023, together with a grace period of six months. According to the Complainants, the purchase of the flat and the substantial payments made by them were based upon the assurance that the project was progressing as per schedule and would be completed within the agreed timeline.

5. The Complainants further alleged that despite the aforesaid assurances and contractual commitments, the Respondent failed to complete the project within the stipulated period and that the project remained incomplete even as of September, 2025. It is contended that the Respondent repeatedly postponed the handover schedule and continued to provide vague explanations and revised timelines without communicating any definite completion date. The Complainants submit that whenever inquiries were made regarding possession, fresh timelines and assurances were provided by the Respondent; however, no meaningful progress towards completion was achieved. According to the Complainants, despite having paid approximately 90% of the sale consideration by April, 2023, they continue to remain in a state of uncertainty and financial distress, and their investment of approximately Rs.94 lakhs in the subject flat has remained unproductive for a period exceeding four years.

6. The Complainants further submitted that as of September, 2025, the project was only approximately 85% to 90% complete. While some progress had allegedly been observed during the preceding few months, the Complainants contend that the delay had already become substantial and unreasonable. It is further alleged that important aspects of the project, including interior finishing works, common amenities, and supporting infrastructure, remain incomplete. According to the Complainants, despite repeated follow-ups, the Respondent failed to provide a clear roadmap or a definite completion schedule for the project, thereby causing frustration and anxiety among the allottees. The Complainants further contend that the

lack of visible progress and absence of transparent communication have raised serious concerns regarding the Respondent's commitment towards completion of the project.

7. The Complainants further alleged that the continued delay in handing over possession constitutes a violation of the provisions of the Real Estate (Regulation and Development) Act, 2016, as the Respondent failed to complete and deliver the project within the agreed timeline without any valid justification. It is contended that after collecting substantial amounts towards the sale consideration, save and except the amounts payable at the time of possession, the Respondent failed to fulfil its contractual obligations under the Agreement of Sale and the statutory obligations cast upon it under the Act. The Complainants further submit that the delay has caused them considerable financial hardship, including the burden of servicing financial liabilities and interest obligations without obtaining possession or enjoyment of the property, apart from causing mental agony and emotional distress.

8. The Complainants Aggrieved by the prolonged delay, lack of accountability, absence of transparency, and failure of the Respondent to provide a firm completion timeline, the Complainants have approached this Authority seeking appropriate reliefs, including intervention under Clause 7.6 and other relevant clauses of the Agreement of Sale, award of compensation for the delay suffered by them, and such further directions against the Respondent as may be deemed fit and proper in the circumstances of the case.

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 hand over immediate possession of the flat at the earliest.
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 Opposite Party to compensate the Complainants for financial losses and mental agony.

C. Counter filed by the Respondent:

10. 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.

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 allotment of Flat No. W020707 to the Complainants under an Agreement of Sale for Rs.99,69,000/-. The Respondents further stated that Clause 7.1 of the Agreement provided for possession by 31.08.2023 with a six-month grace period and protected the developer against force majeure delays.

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. 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 Agreement on 25.09.2021 and voluntarily committed possession by 28.02.2024(including a 6-month grace period). The Complainants also submitted that, despite the expiry of the possession period and the absence of OC, the Respondents continued to demand and receive instalment payments, and that they have paid 90% of the total sale consideration.

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 from 01.03.2025 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 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.

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. 134 of 2025.

21. On the merits, the Respondent executed the Agreement of Sale on 26.11.2022 well after the Covid-19 pandemic had substantially subsided with a specific, voluntary commitment to hand over possession by 31.08.2024. 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.

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. 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.

23. The Complainants have claimed to have paid approximately 90% of the total sale consideration of Rs.99,69,000/-. However, no documentary evidence in support of such payment, including payment receipts, bank statements, or any other contemporaneous proof, has been placed on record before this Authority. As per the available records, the amount is approximately Rs. 53,00,000/-, which constitutes approximately 53% of the total consideration. In the absence of proof of payment beyond the admitted amount, this Authority is unable, at this stage, to compute or grant interest on delayed possession. The Complainants are accordingly granted liberty to establish their actual payments towards the sale consideration by producing relevant documentary proof, including receipts, bank transaction records, or other contemporaneous evidence, before the Respondent within sixty days from the date of this Order. The Respondent shall verify such proof and communicate its findings to the Complainants within thirty days thereafter. If the Complainants establish payment of the claimed 90% of the total sale consideration, or such higher amount as is proved, they shall be entitled to interest from the date of failure to hand over the agreed possession under the proviso to Section 18(1) of the RE(R&D) Act, 2016, on the amount so established. Until such time, the relief of interest on delayed possession stands deferred.

24. With regard to any non-payment of the balance consideration in accordance with the agreed payment schedule is concerned, this Authority notes that any default on the part of the Complainants, if established, would entitle the Respondent 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 shall not rest on unilateral assertions of the Respondent alone.

25. 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 Complainants are granted liberty to establish their actual payments towards the sale consideration by producing relevant documentary proof, including receipts, bank transaction records, or other contemporaneous evidence, before the Respondent within sixty days from the date of this Order. The Respondent shall verify such proof and communicate its findings to the Complainants within thirty days thereafter. If the Complainants establish payment of the claimed 90% of the total sale consideration, or such higher amount as is proved, they shall be entitled to interest from the date of failure to hand over the agreed possession under the proviso to Section 18(1) of the RE(R&D) Act, 2016, on the amount so established.

e) If the Complainants failed 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.

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