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

COMPLAINT NO. 744/2025/TGRERA
Dated: 25th August, 2026

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

Venkata Ramana Puthi
Plot no 368 A. First Floor, Mahalakshmi Nilayam,
Road no 8D, Sai Anurag Colony, Bachupally,
Hyderabad 500090, Telangana State

…. **Complainant**

Versus

M/s. Vasavi Infracon LLP
Rep. by its Managing Partner, Mrs. Chanda Sowmya
Having its registered office at H.No. 8-2-703/7/1 and
8-2-703/7/1/A, 4th floor, Road No.12, Banjara Hills,
Hyderabad, Telangana - 500034

…. Respondent

The present matter filed by the Complainant herein came up for hearing before this Authority in presence of Complainant and the Respondent; upon pursuing the material on record and on hearing arguments of both the parties and having stood over for consideration till this day, the Authority passes 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. brief facts of the case as stated by the Complainant:

3. The Complainant submitted that he is a bona fide allottee of Flat No. B05-514, 5th Floor, Block-05 in the project developed by Vasavi Infracon at Bachupally, purchased on the basis of advertisements, website representations, and assurances of timely delivery made by the Respondent.

4. It was submitted that under the Agreement of Sale dated 09.09.2021, possession was assured by 26.12.2024 with an extended grace period up to August 2025, and that the Complainant paid ₹35,45,001/- out of the total sale consideration of ₹39,00,003/, including

charges towards amenities, parking, EV charging and allied facilities.

5. The Complainant further submitted that the Respondent repeatedly revised possession timelines without providing clarity regarding completion of construction, amenities, or procurement of the Occupancy Certificate, and that as of January 2025 the project remained only 60–70% complete with substantial interior works and infrastructure pending.

6. It was alleged that the Respondent wrongfully invoked force majeure on the basis of COVID-19 despite the Agreement having been executed after the pandemic period, and further imposed an undisclosed "debris charge" of ₹30,000/- per flat without contractual basis. The Complainant also alleged deviation from the promised specifications by reducing the number of passenger lifts in Block-5 from the originally promised 5 passenger lifts and 1 fire/service lift to only 4 passenger lifts and 1 fire/service lift.

B. Relief(S) Sought:

7. In view of the facts mentioned above, the Complainant respectfully prays that this Hon'ble Authority may be pleased to grant the following reliefs:

1. *Direct the Respondent to immediately hand over physical and legal possession of the unit with all promised specifications and amenities as per the Agreement of Sale.*
2. *Direct the Respondent to pay compensation for delay in delivery of possession in terms of Section 18 of the RERA Act, 2016, at the prescribed rate (MCLR + 2% per annum) from the due date of possession till actual handover.*
3. *Direct the Respondent to pay compensation for mental agony, harassment, and deficiency in service, as may be determined by this Hon'ble Authority.*

***C.* Counter filed by the Respondent:**

8. The Respondent submitted that it is the lawful promoter and developer of the "Vasavi S Urban" residential project at Bachupally consisting of 12 towers with 2 cellar levels and 23 upper floors, and that all requisite approvals, including HMDA permissions, NOCs, and RERA registration, were duly obtained. It was stated that HMDA granted building permission on 03.08.2020 and the project was registered with RERA on 30.10.2020, with the registration subsequently extended up to 03.08.2026.

9. The Respondent further submitted that the Agreement of Sale dated 09.09.2021 provided for delivery of possession by 26.12.2024 subject to grace period and force majeure conditions, and that the project was being executed under the PMAY scheme with subsidized pricing and limited profit margins.

10. The Respondent contended that the delay in completion was occasioned by force majeure circumstances including the Covid-19 pandemic, labour shortages, supply-chain disruptions, escalation in material costs, litigation concerning alleged FTL encroachment affecting Blocks 8 and 9, and disputes relating to the F-line boundary near Block 12, which collectively resulted in operational setbacks, labour dispersal, customer panic, and withdrawal of institutional funding.

11. It was submitted that the High Court later clarified that work could continue in blocks other than Blocks 8 and 9, and HMDA subsequently confirmed that no substantial FTL violation existed except to a minor extent which was rectified.

12. The Respondent further stated that the project had achieved nearly 85% completion, that debris charges were rationalised to ₹20,000/- per flat after consultations with allottees, and that the lift configuration complied with HMDA norms and expert recommendations. Denying any wilful default or liability under Section 18 of the Act, the Respondent sought dismissal of the complaint and extension of time for handing over possession until December 2026.

D. Rejoinder filed by the Complainant

13. The Complainant submitted that despite making substantial payments, possession has not been handed over and the Respondent has now extended the timeline to December 2026, resulting in a delay of over 18 months. It was contended that the Respondent cannot rely on Covid-19, labour shortages, supply disruptions, or financial constraints as force majeure, since the Agreement of Sale was executed in September 2021 after the pandemic period.

14. The Complainant further submitted that the litigation relating to Blocks 8 and 9 and the F-Line dispute concerning Block-12 had no relevance to Block-05 where the subject flat is situated, and therefore could not justify the delay.

15. It was also alleged that repeated revisions of possession timelines, incomplete amenities, absence of Fire NOC and Occupancy Certificate, and commencement of snagging works despite pending construction clearly established deficiency in service.

16. The Complainant further claimed entitlement to interest and delay compensation under Section 18 of the RE(R&D) Act from 27.06.2025 (inclusive of grace period) till actual possession, while also challenging the debris charges as illegal and highlighting the financial hardship caused by simultaneous payment of EMI and rent.

***E.* Points for Consideration:**

17. 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 Complainant is entitled to the reliefs as prayed for?

***F.* Observation of the Authority**

18. This Authority, at the outset, holds that the present complaint is maintainable, as the relationship between the parties as allottee and promoter under the Agreement of Sale dated 09.09.2021 is undisputed and the project is a registered project under the RE(R&D) Act, 2016.

19. The grievance raised by the Complainant pertains to delay in completion and handing over possession, which squarely falls within the statutory framework of Section 18 of the Act. Although the Respondent sought to justify the delay on the ground of Covid-19 and force majeure circumstances, this Authority finds such contention untenable, since the Agreement of Sale was consciously executed in September 2021, well after the onset and near subsiding of the pandemic.

20. Having undertaken contractual commitments with full awareness of the prevailing circumstances, the Respondent cannot retrospectively invoke Covid-19 to evade its contractual and statutory obligations.

21. 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. 153 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.

22. This Authority observes that the Complainant paid ₹35,45,001/- out of the total sale consideration of ₹39,00,003/- without default, yet possession has not been handed over within the agreed timeline of 26.12.2024 even after expiry of the grace period, thereby establishing clear breach of contractual and statutory obligations under Section 18 of the Act. The material on record clearly demonstrates a continued pattern of false assurances despite the Respondent's knowledge of its inability to adhere to the committed timelines, while the project admittedly remains incomplete beyond the stipulated possession date.

23. 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 Complainant, having chosen to remain in the project, is 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 27.12.2024 (i.e., the day following expiry of the agreed possession date of 26.12.2024) 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'.

24. The levy of additional "debris charges" of Rs. 30,000/- by the Respondent is unsupported by the terms of the Agreement of Sale and contrary to Sections 11(4)(a), 11(4)(d), and 14 of the Act and therefore, the same is held untenable.

25. Furthermore, the Respondent's justification regarding reduction in the number of lifts based on alleged representations of allottees is rejected in the absence of supporting material, and the Respondent remains bound to complete the construction strictly in accordance with the sanctioned plans and approvals.

26. This Authority takes note, with grave concern, that multiple 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 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.

b. The Respondent is held liable for failure to hand over possession of the subject flat by the stipulated date i.e., 26.06.2025 including grace period of 6 months.

c. 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 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.

d. The Complainant is 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 paid, with effect from 26.06.2025 until actual handing over of lawful possession. 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.

e. Insofar as compensation is concerned, the Complainant is at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under "Form N".

f. The Respondent is directed to withdraw the demand of levying debris charges which is not a part of the Agreement of Sale.

g. The Respondent is hereby directed to complete the project forthwith and hand over possession to the Complainant 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. K. Srinivasa Rao,	**Sri. Laxmi Narayana Jannu,**
Hon'ble Member	**Hon'ble Member**
TG RERA	**TG RERA**