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

Dated: 7th November, 2026

Complaint No. 438 of 2026

Corum: **Sri K S Sreenivasa Raju I.A.S., (Retd.), Hon'ble Chairperson**
Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Between:

Smt. Bondili Saritha
R/o. 20-197, Opposite N.S.P. Colony,
Main Gate, Patha Peta, Nuzvid Krishna District,
Andhra Pradesh- 521201.

...Complainant

And

M/s. Pacifica Constructions Pvt. Ltd.,
Rep. by its Authorized Official Persons
C/o. M/s. Nebula Infraspace LLP,
Nebula Aavass Hyderabad, Bollaram Road,
Coco- Cola Junction, Miyapur, Hyderabad- 500049.

1. **Mr. Mamta Shahani**
   R/o. Janpath App. Ambawadi,
   B/H Shajanand College, Ahmadabad,
   Gujarat-380015.

2. **Vikram Daitha**
   R/o. H.no. 6-3-609/29/1, Anand Nagar colony,
   Khairatabad, Hyderabad, Telangana- 500004.

…Respondent(s)

The present matter, filed by the Complainant herein, came up for hearing before this Authority on 15.10.2026, and Mr M. Balasubramanyam, learned Counsel for the Complainant, was present, and the Respondent Counsel was present. Upon hearing the submissions of the learned Counsels, this Authority passes the following **INTERIM ORDER**:

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules"), in relation to the registered real estate project known as "Aavas Hyderabad", bearing Registration No. P02200000223. The Complainant has, inter alia, sought interim

protection in respect of the allotment of Flat No. AW4-908, in Aavas Hyderabad Sy. No. 311(p), 312(p), 313(p), 316(p), 317(p), Bachupally, Medchal-Malkajgiri District (hereinafter referred to as the "subject flat") pending adjudication of the Complaint.

3. The case of the Complainant, in brief, is that she booked the subject flat on the basis of the representations made by the Respondents and entered into an Agreement of Sale dated 25.05.2018. According to the Complainant, possession was to be handed over within sixty (60) months, with a grace period of six (6) months, from the date of the said Agreement, and the said period expired on 25.11.2023 without possession being delivered. The Complainant further alleges that the Respondents have since raised an additional demand of Rs. 6,15,627/- (Rupees Six Lakh Fifteen Thousand Six Hundred and Twenty-Seven Only) under various heads, have insisted on its payment as a pre-condition for registration of the subject flat, and have threatened to cancel the allotment in the event of non-payment.

4. The interim relief sought is limited to preservation of the subject matter of the Complaint. The Complainant seeks that the Respondents shall not cancel the allotment of the said flat and alienate, transfer, encumber, or create any third-party rights or interests therein, so that, if ultimately sustainable relief is given, it does not become infructuous.

5. On 06.10.2026, the learned Counsel appearing on behalf of the Respondents sought time to file a counter-affidavit. However, despite the opportunity being granted, no counter-affidavit has been filed on behalf of the Respondents till date

6. The Authority has heard the submissions of learned Counsel and material placed on record so far. Complainant has placed on record Agreement of Sale dated 25.05.2018 and certain documents in support of payments stated to have been made. Total consideration, amounts actually paid, receipts relied upon, and the tenability of any additional demand are all matters that need examination after the Respondents file their counter affidavit, and the Authority does not express any view on them at this stage.

7. If the allotment is cancelled or third party rights created in the subject flat during pendency of the Complaint, then the Complaint itself may be infructuous and cannot be cured at final adjudication stage; on the other hand, if the position is left as it is now, no prejudice is caused to Respondents whose rights and contentions including those relating to dues payable by Complainant remain open. The balance of convenience, therefore, lies in favour of preserving the subject matter of the Complaint pending adjudication.

8. It is clarified that giving interim relief in any manner against the Respondents shall not, by itself, be construed as an admission of the allegations made in the Complaint. The observations made herein are confined to the consideration of interim relief, and shall not influence the adjudication of the Complaint on merits

9. Accordingly, in exercise of the powers conferred under Section 36 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017, the Respondents are hereby restrained from alienating, transferring, encumbering or creating any third-party rights or interests in respect of Flat No. AW4-908 the said flat, until the next date of hearing, i.e., 03.12.2026.

10. The Respondents are directed to file their counter affidavit, along with supporting documents, if any, on or before the next date of hearing, duly serving a copy thereof on the Complainant. The question of continuation of the interim protection granted herein shall be considered on the next date of hearing. Any violation of the directions contained in this order shall be dealt with in accordance with law.

11. Matter listed on 03.12.2026.

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY

Sd/-	**Sd/-**	**Sd/-**
Sri K. Srinivasa Rao,	**Sri Laxmi Narayana Jannu,**	**Sri K S Sreenivasa Raju I.A.S., (Retd.),**
Hon'ble Member,	**Hon'ble Member,**	**Hon'ble Chairperson,**
TG RERA	**TG RERA**	**TG RERA**