

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

*[Under the Real Estate (Regulation and Development) Act, 2016]*

**Complaint No. 1815 of 2023**

**Dated: 10<sup>th</sup> October, 2025**

**Quorum:** **Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson**  
**Sri K. Srinivasa Rao, Hon'ble Member**  
**Sri Laxmi Narayana Jannu, Hon'ble Member**

**Upendra Deep,**

*S/o Shri Nityananda Deep*

*Plt No:24, Road No:2,*

*BHEL Friends Colony, Chandanagar,*

*Hyderabad – 500050*

...Complainant

Versus

**Aliens Developers Pvt Ltd,**

*Represented by its managing director, Shri Hari Challa*

*Having its office at:*

*Sy No: 384 & 385, Aliens Space Station,*

*Tellapur, RC Puram Mandal, Sangareddy District,*

*Telangana – 502032.*

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing before this Authority in the presence of the Complainant in person, and Counsel for the Respondent, and upon hearing the submissions of both the parties, this Authority proceeds to pass the following **ORDER:**

2. This 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”) seeking appropriate action against the Respondents.

**A. Brief facts of the case:**

3. The complainant, Mr. Upendra Deep, has alleged that he booked Flat No. 2222 in Station-4 of the “Aliens Space Station” residential project at Tellapur, developed by Aliens Developers Pvt. Ltd., in November 2019. At the time of booking, the flat cost was finalized at

₹93,18,400/-, and the complainant made an initial payment of ₹19,11,299/-, constituting approximately 20% of the total consideration. The complainant further states that the balance amount was intended to be financed through a bank loan in accordance with the construction-linked payment plan. Despite the substantial upfront payment and multiple follow-ups, the developer has not issued a formal Agreement of sale as mandated under the provisions of the Real Estate (Regulation and Development) Act, 2016.

4. Over the course of four years since the initial booking, the complainant contends that there has been no meaningful progress in the construction of Station-4. The developer has failed to provide any timeline or written commitment regarding the expected date of completion. The complainant emphasizes that despite repeated oral and written requests, the builder has not provided any clarity on the completion schedule, nor has he issued the Agreement of sale or the documents necessary for securing a bank loan.

5. The complainant further avers that the builder has started making repeated demands for payment and has issued a Pre-Cancellation Notice dated 16.11.2023 for Flat No. 2222.

**B. Relief sought:**

6. In light of the aforementioned facts, the Complainant has prayed for the following relief before the Authority:

- I. The builder be directed to issue the Agreement of Sale, give a commitment to complete Station-4 of *Aliens Space Station* within a year, and furnish all necessary documents required for obtaining a bank loan to the Complainant immediately.

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

7. The Respondent contends that the complaint is not maintainable as it is based on suppression of material facts and contains false and baseless allegations. The Respondent denies all averments made by the Complainant except those expressly admitted.

8. It is submitted that the Respondent is a reputed construction company developing the project “Aliens Space Station” at Tellapur, Sangareddy District. The Complainant had shown interest in purchasing Flat No. 2222 in Station-4 of the said project for a total sale consideration of ₹97,84,320/-. The project was launched in 2008, much before the enactment of RERA, but progress was delayed due to several uncontrollable factors. These include the

2008 global housing crisis, political unrest during the Telangana-Andhra Pradesh bifurcation (2011-12), various financial and technical challenges, and most critically, the prolonged impact of the COVID-19 pandemic. The respondent asserted that the pandemic severely affected not only its operations but also the health of its staff and key personnel, leading to financial strain as resources were diverted to employee welfare, including quarantine infrastructure. As a result, the project was stalled.

9. To revive the project, the Respondent secured funding from SWAMIH Investment Fund I, a Government of India-backed initiative aimed at completing stressed housing projects, and was sanctioned ₹280 crores, with an additional ₹52 crores, solely for the purpose of completing the project. As a requirement of this funding, the project was registered under TSRERA (Registration No. P01000007265 dated 16.11.2023). In its affidavit filed during registration, the Respondent committed to complete the project by March 2027 and stated that an expert committee has been constituted to ensure smooth completion. The Respondent undertakes to hand over the Complainant's flat well within this timeline and seeks a stay of further proceedings.

10. In addition to this, the Respondent relies on the Report of the Committee constituted by the Ministry of Housing and Urban Affairs (MoHUA) under Shri Amitabh Kant, which examined legacy stalled real estate projects. The Committee observed that lack of financial viability was the major cause of distress and recommended "rehabilitation packages" with a three-year completion target and recognition of "Zero Periods" for delays caused by extraordinary circumstances such as the Covid-19 pandemic. The Respondent submits that similar to the "Zero Period Policy" adopted by NOIDA and Greater NOIDA Authorities, TSRERA should also consider waiver of penalties and interest in view of the extraordinary circumstances beyond the Respondent's control. It requests that no penal interest or penalty be imposed so that the Respondent can focus on timely completion.

11. In the Additional Affidavit, the Respondent reiterates all submissions and denies the Complainant's allegations. It is contended that no violation of the RERA provisions has been made out under Section 31. The Respondent asserts that as per Section 13 of the Act read with Rule 38 of the Telangana Rules, it is bound to execute the agreement for sale strictly in the notified proforma model form, and that any modifications sought by the Complainant are impermissible. The Respondent has already filed an undertaking under TSRERA Circular No. 326/2024 to use the model agreement format. It is further stated that the Authority cannot

impose or alter contractual terms between private parties, as that lies outside its jurisdiction. The Respondent has, however, without prejudice and to resolve disputes, addressed the Complainant's queries and shared a revised draft agreement for sale.

**D. Rejoinder by the Complainant:**

12. The complainant has submitted a rejoinder and additional points in response to the counter filed by the respondent. It is submitted that the introductory statement made by the respondent is incorrect. The respondent had collected advance payment for Flat No. 2222 in the year 2019 but did not issue an Agreement for Sale as required. An allotment letter was issued on 28.07.2021 but was later cancelled on 23.01.2024. The complainant refers to the RERA Project Registration Certificate which mentions that the registration is valid up to 14.12.2026 as per the promoter's affidavit dated 09.11.2023. However, the respondent has referred to an earlier affidavit dated 01.03.2023, misleadingly stating that the project will be completed by March 2027, which contradicts the registration certificate.

13. The complainant submits that the handover of his flat should be on or before 14.12.2026, as indicated in the RERA registration, and any delay should attract interest or penalty. He further states that the promoter was required to form an association of allottees within eight weeks of registration but has not done so till date. He requests that the promoter share the bye-laws of the association if formed, or otherwise provide the proforma bye-laws. The complainant also refers to clauses in the draft agreement requiring payments to be linked to construction milestones and requests that a stage-wise completion schedule be included so that payments can be released accordingly through the bank. He further submits that amenities meant for residents should not be used by outsiders and this condition should be included in the Agreement for Sale.

14. In his additional points, the complainant reiterates that although the respondent claims to be complying with RERA provisions, it has failed to form the residents' association within the stipulated time. He again points out that while the registration certificate shows the completion date as 14.12.2026, the respondent's counter and affidavit refer to March 2027, and the affidavit appears to have been edited and misleading. He further notes that the site plan uploaded on the TGRERA website shows areas earmarked for future expansion within the project boundary, which may cause inconvenience to residents, and therefore seeks clarification from the promoter on this aspect.

15. The complainant further submits that the promoter collected 20% of the sale consideration in 2019 without executing an Agreement for Sale, contrary to Section 13(1) of the Act. He states that despite obtaining project registration in November 2023, the promoter cancelled the allotment in January 2024. He submits that the promoter has not complied with Sections 11(3)(b), 11(4)(e), and 19(2) of the Act, as it has neither provided a stage-wise completion schedule nor formed the association of allottees. He adds that he is willing to accept possession by December 2026 with applicable penalty in case of delay.

16. The complainant concludes that he has been waiting since 2019 for execution of the Agreement for Sale and possession of his flat. Even after one year of filing the complaint, the promoter has not complied with the Act or the Authority's directions. He prays that the Authority may issue an interim order directing the promoter to form the association of allottees immediately and issue a stage-wise construction schedule for Station-4, and that the Agreement for Sale be executed only after formation of the association.

**E. Points to be determined:**

17. After considering the facts stated and submissions made by both the parties, the following question rise before this Authority:

- I. Whether the Complainant is entitled to the relief sought? If so, to what extent?

**F. Observations of the Authority:**

18. The Complainant herein has sought a direction to the Respondent to execute the *Agreement for Sale*, to provide a definite commitment for completion of "Station 4" of the project *Aliens Space Station* within one year, and to furnish all requisite documents necessary for obtaining a housing loan.

19. It is an undisputed fact that the Complainant booked Flat No. 2222 in Station-4 of the respondent's project, *Aliens Space Station*, in the year 2019, and paid a sum of ₹19,11,299/-, constituting approximately 20.5% of the total flat cost of ₹93,18,400/-. Despite this substantial payment, the Respondent failed to execute a written and registered Agreement for sale, as is mandatorily required under Section 13(1) of the said Act.

20. On the other hand, the Respondent has submitted that the project in question is a stalled project which had encountered unforeseen circumstances, resulting in a prolonged delay in its

execution. It is further submitted that, in order to revive and complete the project, the Respondent has availed financial assistance under the SWAMIH Investment Fund I, a Government of India-backed initiative aimed at ensuring completion of stressed housing projects. The Respondent has further contended that the project has since been duly registered under the Telangana Real Estate (Regulation and Development) Rules and Regulations and is now being executed strictly in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016.

21. The Respondent has also submitted that a revised draft *Agreement for Sale* has been shared with the Complainant in accordance with the revised project timelines approved under RERA registration. It is, therefore, contended that the Complainant cannot insist upon possession or completion within a specific period contrary to the timelines reflected in the registered RERA certificate.

22. Upon perusal of the material on record, the Authority notes that the Respondent has admittedly collected an amount equivalent to 20% of the total consideration from the Complainant. However, despite receipt of such substantial consideration, the Respondent failed to execute any *Agreement for Sale* as mandated under Section 13 of the Real Estate (Regulation and Development) Act, 2016. In the absence of a duly executed and registered agreement, neither a binding payment schedule nor mutual contractual obligations were crystallized between the parties.

23. Accordingly, the Respondent cannot unilaterally demand further payments or issue notices for non-payment without a valid contractual basis. The failure to execute the *Agreement for Sale* demonstrates lack of due diligence and non-compliance with statutory obligations. Hence, the issuance of any demand notice or pre-cancellation notice in the absence of such an agreement is devoid of legal sanctity and cannot be sustained in law.

24. Nevertheless, since the Respondent has expressed willingness to execute the *Agreement for Sale* incorporating revised timelines and terms as per the RERA registration, the Authority hereby directs the Respondent to forthwith execute the *Agreement for Sale* with the Complainant in accordance with Section 13 of the Act, ensuring that it reflects the approved payment schedule and other relevant particulars as per RERA norms.

25. As regards the Complainant's request to direct the Respondent to complete the project within a period of one year, the Authority observes that *Aliens Space Station* is a stressed

project presently undergoing revival under the SWAMIH Fund mechanism. In view of such peculiar circumstances, it may not be appropriate for this Authority to issue a peremptory direction fixing a one-year completion timeline, which would be inconsistent with the revised RERA-approved schedule.

26. However, the Respondent is directed to ensure that the project is completed within the validity period prescribed under its RERA registration. In the event the construction is completed earlier, the Respondent shall ensure prompt handover of possession to the allottees without any further delay. With respect to the Complainant's prayer for furnishing all documents necessary for obtaining a bank loan, it is the statutory duty of the promoter to provide such documents to the allottee as per Sections 11 and 19 of the Act. The Respondent is therefore directed to immediately furnish to the complainant all documents required by financial institutions for sanctioning of a housing loan.

27. The Authority takes serious note of the violation of the statutory provisions of the Real Estate (Regulation and Development) Act, 2016 and the Telangana Real Estate (Regulation and Development) Rules, 2017 by the Respondent, which reflect a lack of due diligence and disregard toward the obligations mandated under law.

28. However, it is also placed on record that the project "Aliens Space Station" is presently a distressed project, undergoing revival through the SWAMIH Investment Fund I, a Government of India, backed initiative established to facilitate the completion of stalled and financially stressed real estate projects. It is observed that the Respondent, with bona fide intent, has undertaken steps to resume construction activities and deliver possession to the long-awaiting allottees. The Authority is mindful of the fact that imposition of monetary penalties or coercive directions at this critical juncture may have the unintended consequence of disrupting the ongoing revival process, thereby causing further hardship to the allottees.

29. In view of the above circumstances, while this Authority records that the Respondent has failed to comply with the statutory obligations under section 13(1) of the RE(R&D) Act, 2016, it, however, refrains from imposing penalty under Section 61 at this stage. This decision is taken in the larger interest of ensuring the uninterrupted continuation of the project and in the collective welfare of all the allottees.

30. Nevertheless, the Respondent is hereby placed on strict notice that any further act of non-compliance, delay, or deviation from the commitments made before this Authority shall

attract appropriate proceedings, including penal action under Section 63 of the RE(R&D) Act, 2016, without any further indulgence.

**G. Directions of the Authority:**

31. In exercise of the powers conferred under Section 37, this Authority issues the following directions:

- i. The Respondent is hereby directed to execute a registered Agreement for Sale with the Complainant, wherein the price of the flat shall be as specified in the Provisional Allotment Letter dated 28.07.2021, within ten (10) days from the date of this order, strictly in accordance with Section 13 of the Real Estate (Regulation and Development) Act, 2016, ensuring that it reflects the approved payment schedule and other relevant particulars as per RERA norms.
- ii. The Respondent is further directed to ensure that the project is completed within the validity period prescribed under its RERA registration. In the event the construction is completed earlier, the Respondent shall ensure prompt handover of possession to the Complainant without any further delay. The Respondent is also directed to immediately furnish to the complainant all documents required by financial institutions for sanctioning of a housing loan.
- iii. Failure to comply with these directions shall attract proceedings under Section 63 of the RE(R&D) Act, 2016.
- iv. In view of the above, the present complaint stands disposed of. No order as to costs.

<b>Sd/-</b>	<b>Sd/-</b>	<b>Sd/-</b>
<b>Sri K. Srinivasa Rao,</b>	<b>Sri. Laxmi Narayana Jannu,</b>	<b>Dr. N. Satyanarayana, IAS (Retd.),</b>
<b>Hon'ble Member</b>	<b>Hon'ble Member</b>	<b>Hon'ble Chairperson</b>
<b>TG RERA</b>	<b>TG RERA</b>	<b>TG RERA</b>