

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 21st November, 2025

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

COMPLAINT NO. 538/2025/TGRERA

Bollampally Sudhakar Reddy,

*R/o: H.No. 1683, BHEL Mig Phase I,
Near Rao's High School, Ramachandrapuram Mandal,
Sanga Reddy District, Telangana - 502032*

...Complainant

Versus

M/s Aditi Homes Private Limited,

*Represented by its director, Smt. Mohana Vamsi Kanchumarti,
O/o: H.No.8-2-293/82/A/806/1, Axis Towers,
2nd Floor, Road No.36, Jubilee Hills, Hyderabad, Telangana - 500033*

...Respondent

INTERIM ORDER

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").

2. The Respondent is developing a gated community villament project titled "Urban Ville" situated at Tellapur Village, Ramachandrapuram Mandal, Sangareddy District, duly registered with this Authority bearing Registration No. P01100009125. The Complainant, being interested in purchasing a villament in the said project, initially entered into a Memorandum of Understanding dated 13.02.2021, wherein the Respondent agreed to sell a villa admeasuring 280 sq. yds. with a built-up area of 4100 sq. ft. for a total sale consideration of Rs. 1,65,00,000/-, and further undertook to register 3 guntas of land as collateral security.

3. Subsequently, the parties renegotiated the terms, and a fresh Memorandum of Understanding dated 06.08.2022 was executed for an east-facing villament admeasuring 311 sq. yds. with 4550 sq. ft. built-up area for a total consideration of Rs. 2,10,00,000/-, payable in

three instalments. The Complainant paid the first two instalments, while the balance amount of Rs. 90,00,000/- was to be paid through a home loan upon the Respondent securing necessary project approvals.

4. As per Clause 5 of the MOU, the Respondent proposed to buy back the villament for Rs. 2,50,00,000/- by December 2022 with a grace period of two months. However, the Respondent neither honoured the buy-back commitment nor proceeded with registration of the villament as per Clauses 8 and 9 of the MOU. It is submitted that the Complainant has already paid an amount of Rs. 1,20,00,000/- to the Respondent and only the remaining amount of Rs.90,00,000/- by way of home loan is due to be paid, and that the Complainant has always been ready and willing to make payment of the said amount.

5. It is submitted that upon obtaining HMDA approval vide Proceedings No. 049752/HCA/LT/HMDA/22102021 dated 01.10.2024, the Respondent proposed a fresh buy-back arrangement for Rs. 3,00,00,000/- payable by 15.03.2025 in four instalments with interest at 18% per month. This undertaking, issued through a letter dated 18.10.2024, was also not complied with.

6. The Complainant issued a legal notice dated 31.01.2025 seeking compliance, to which the Respondent responded with a further assurance of paying Rs. 3.25 crores, but no payment was made. The Respondent has neither allotted a specific villa number nor initiated registration in favour of the Complainant, despite receiving substantial payments. The Complainant apprehends that the Respondent may alienate the villament to third parties in violation of the terms of the MOU. As per the information provided on the website of the Respondent, the Complainant's villa falls under Type 2 of the East facing villas which have been numbered as Nos. 11, 20, 21, 23, 43, 58 and 59. The Complainant submits that he is entitled to the allotment of any one of these villas.

7. In view of the facts and circumstances of the case, the Complainant prayed for the following main reliefs:

- i. *Direct the Respondent to register one of Type 2 East facing villas bearing numbers 11,20,21,23,43,58 and 59 towards the schedule property (East villament consisting of 311 sq.yds. of land which includes 180 sq.yds. of exclusive land and 20 sq.yds. of UDS with exclusive rights and 111 sq.yds. of UDS of land designated for the villament with built up area of 4550 sq.ft. in the Respondent's project - Urban Ville registered with this Hon'ble Authority bearing registration number P01100009125 located at Sy*

Nos.83,83/A,85,85/A/1,85/P,86,86/A/2,86/AA/2,88,88/P,88/AA/2,88/AA/3,88/A/1,95/A A/2 AND 95/A/1 of Tellapur Village, Ramachandrapuram Mandal, Sanga Reddy District) in the name of the Complainant by accepting the remaining amount of Rs.90,00,000/- to be paid by the Complainant by way of home loan.

8. Pending final disposal of the Complaint, the Complainant has sought the issue of following Interim Relief:

- i. *During the pendency of the present complaint, restrain the Respondent from alienating, encumbering or otherwise creating any third party interests in Type 2 East facing villas bearing numbers 11,20,21,23,43,58 and 59 in the Respondent's project - Urban Ville registered with this Hon'ble Authority bearing registration number P01100009125 located at Sy Nos.83,83/A,85,85/A/1,85/P,86,86/A/2,86/AA/2,88,88/P,88/AA/2, 88/AA/3,88/A/1,95/AA/2 and 95/A/1 of Tellapur Village, Ramachandrapuram Mandal, Sanga Reddy District.*

9. The present matter was taken up for hearing before this Authority on 14.10.2025 and 14.11.2025 wherein the counsel of the complainant appeared. However, despite due notice, the Respondent remained absent on both dates of hearing and was not represented. During the hearing on 14.11.2025, the Complainant pressed for interim injunction under Section 36 of RE(R&D) Act to restrain alienation of the above 7 villas, apprehending irreparable loss. Prima facie, the Complainant has made out a strong case of balance of convenience. The Respondent has received more than 50% of the sale consideration. The project has received HMDA approval (Proc. No. 049752/HCA/LT/HMDA/22102021 dt. 01.10.2024), removing any legal impediment to proceed for registration. In the absence of any defence from the Respondent, and to preserve the subject matter of the dispute, this Authority is satisfied that interim protection is warranted.

10. Therefore, upon examining the material available on record, due consideration of the facts and in the exercise of the powers vested in this Authority under Section 36 of the RE(R&D) Act, 2016, the following interim directions are hereby issued:

- a. The Respondent, its agents, assigns, or any person claiming through it is hereby restrained from alienating, encumbering, selling, leasing, or creating any third-party rights in respect of any one of the Type-2 East-facing villas bearing Plot Nos. 11, 20, 21, 23, 43, 58, or 59 in the project "Urban Ville" (RERA Reg. No. P01100009125), located at Sy. Nos. 83, 83/A, 85, 85/A/1, 85/P, 86, 86/A/2,

86/AA/2, 88, 88/P, 88/AA/2, 88/AA/3, 88/A/1, 95/AA/2, and 95/A/1, Tellapur Village, Ramachandrapuram Mandal, Sangareddy District, until further orders.

- b. The Respondent is directed to file its written statement and counter-affidavit within 2 weeks from service of this order, failing which the matter shall proceed ex parte.

11. The matter is posted for further hearing on 06.01.2026.

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

Sd/-
Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TG RERA

