

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 22nd December, 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. 584/2025/TGRERA

1. Mr. Kalletla Kranthi Kiran S/o. Mr. Kalletla Jai Kiran

(Represented by his GPA holder Mrs. K. Madhuri)

2. Mrs. K. Madhuri, W/o. Mr. K. Jai Kiran,

(Resident of #10-3-13/A, Flat No. B 101, Sri Sai Sagar Residency, Street No. 11, Behind Shenoy Nursing Home, East Marredpally, Secunderabad, Hyderabad, Telangana-500026.)

...Complainants

Versus

1. M/s. Aliens Developers Private Limited,

Represented by its Managing Director Mr. Hari Challa

(Registered office at Aliens Space Station-1, Survey No. 384 & 385, Tellapur, Ramachandrapuram Mandal, Sangareddy District, Telangana-502032.)

2. Bank of Maharashtra

Represented by its Branch Manager, Kothaguda Branch,

(Branch Office: M V Plaza, Bus Stop, Door No 2, 41/13/1, Nearby Kondapur, Kothaguda, Telangana – 500084)

...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. It was submitted by the Complainants that Respondent No.1, a real estate company represented by its Managing Director, had entered into multiple Development Agreements cum General Power of Attorneys with various landowners in respect of land admeasuring approximately Ac. 19-39 gts situated in Tellapur Village, Ramachandrapuram Mandal, Sangareddy District. It was stated that the Respondent proposed to construct a residential

apartment complex named "Aliens Space Station" (hereinafter referred to as the "Project"). It was further submitted that while the Respondent obtained initial technical approval from HMDA in 2008 (revised in 2011), the permission lapsed in 2017 and was subsequently revalidated in 2021. The Project was registered with RERA vide Registration Number P01000007265 on 16.11.2023.

3. It was stated that the Complainants, induced by assurances that possession would be handed over by May 2025 and by promotional offers such as a gold benefit scheme, booked Flat No. 721 in Station 4 of the Project on 04.09.2022. It was submitted that the Complainants paid a total sum of ₹35,20,533.45/- (approximately 25% of the sale consideration) between 04.09.2022 and 30.09.2022. Subsequently, upon a proposal from the Respondent, the booking was shifted to Flat No. 1116, Station 3, admeasuring 1874 sq. ft., for a revised total sale consideration of ₹1,34,11,555/-.

4. The Complainants contended that despite collecting approximately 25% of the total sale consideration in 2022, the Respondent failed to execute a registered Agreement for Sale at that time, thereby violating Section 13(1) of the RERA Act, 2016. It was alleged that the Respondent continued to demand additional payments without entering into the mandatory agreement.

5. It was submitted that an Agreement of Sale was finally executed on 24.06.2024 for Flat No. 1116 for a total sale consideration of ₹1,40,82,133/. However, the Complainants alleged that this Agreement contained unilateral and arbitrary terms. Specifically, the "Delivery of Possession" clause stipulated that the developer would endeavour to complete the station within 30 months (plus a 12-month grace period) after the receipt of 50% of the flat cost. It was contended that the Complainants were compelled to sign this one-sided agreement under financial duress.

6. It was stated that pursuant to a home loan sanction and a Tripartite Agreement dated 29.06.2024, a further 25% of the consideration amounting to ₹35,20,533/- was disbursed to the Respondent. The Complainants submitted that they are currently paying EMIs of ₹1,03,000/- per month. It was alleged that despite these payments, there was minimal progress at the site (only the parking slab was completed), and the Respondent unilaterally extended the projected completion date to March 2027 with an additional grace period.

7. The Complainants submitted that due to the lack of progress and the unauthorized extension of timelines, they requested the cancellation of the booking and a refund of the

amount paid via emails in December 2024 and February 2025. It was alleged that the Respondent failed to process the refund and instead proposed transferring the funds to a different project or invoked a non-existent "locking period" of 8-10 months (or until resale to a new customer) before any refund could be processed.

8. Finally, it was submitted that the Respondent's failure to deliver possession by the promised date of May 2025, coupled with the imposition of arbitrary cancellation conditions not found in the Agreement, caused the Complainants severe financial strain and mental agony.

9. The present Complaint came up for hearing before this Authority on 10.12.2025, on which date the learned counsel for the Complainants, the learned counsel for Respondent No.1, and the learned counsel for Respondent No.2 were present before this Authority.

10. It is observed that the Complainants have approached Respondent No. 1 seeking cancellation of the Agreement of Sale and refund of the amounts paid, vide their communications addressed in December 2024 and February 2025, as borne out from the material placed on record. Despite such requests, the issue of cancellation and refund has not been resolved. In the meantime, the Complainants are constrained to service housing loan EMIs to the tune of over ₹1,00,000/- per month, thereby subjecting them to severe and continuing financial hardship. To protect the allottees from further financial burden pending the adjudication of the present Complaint, this Authority considers it appropriate to issue interim directions.

11. Therefore, in the exercise of the powers vested in this Authority under Section 36 of the Real Estate (Regulation and Development) Act, 2016, the following interim direction is hereby issued:

i. ***Respondent No. 2 – Bank of Maharashtra Kothaguda Branch, represented by the Dy. Zonal Manager, Hyderabad Zone, is hereby directed not to demand, debit, or collect any further EMIs from the Complainants in respect of Flat No. 1116 in Aliens Space Station 3 project, until further orders.***

12. 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**