LAW OFFICES & CHAMBERS OF ADVOCATE & LEGAL CONSULTANTS

HIGH COURT FOR THE STATE OF TELANGANA :: TELANGANA REAL ESTATE REGULATORY AUTHORITY :: CONSUMER COMMISSIONS

Chambers: High Court Chambers Complex / Jubilee Hills / Hyderabad, Telangana

LEGAL NOTICE UNDER REGISTERED POST WITH ACKNOWLEDGEMENT DUE (RPAD) & SPEED POST & EMAIL

Date of Notice: 10th November, 2026
Place: Hyderabad, Telangana

MEMORANDUM OF PARTIES / NOTICEES

FROM (INSTRUCTING CLIENT):	MR. KIRAN MAROJU, S/o Late Shri A. Nanna, aged about 36 years, Resident of Hyderabad, Telangana. [Absolute Bona Fide Purchaser & Allottee of Plot No. 227 in 'IRA AEROCITY', Pashambanda, Shamshabad under Registered Sale Deed Doc No. 9678 of 2022]
TO (PRIMARY NOTICEES - DEVELOPER & PROMOTERS):	1. M/S. IRA AEROCITY LLP (LLPIN: AAR-7394 / PAN: AAQFI0000X), A Limited Liability Partnership registered under LLP Act, 2008, having its Registered Office at: No. 20-157, R.B. Nagar, Shamshabad Village & Mandal, Ranga Reddy District, Telangana State - 501218. Also operating at: IRA Reality Tech Pvt. Ltd. Corporate Office, Hyderabad. Email: info@irarealty.in, cho@irarealty.in, homeloans@irarealty.in | Phone: +91 91217 77777, 9963223346. 2. SRI POSHAM VEERA REDDY, S/o Sri Posham Venkat Reddy, Aged about 46 years, Authorized Signatory & Key Managerial Person of M/s. Ira Aerocity LLP, R/o H.No. 4-40/2, Main Road, Mellacheruvu, Suryapet District, Telangana - 508246, and Villa No. 78, Magadha Village, Kokapet, Gandipet, Hyderabad - 500075. Mobile: 9676766844. 3. SRI POSHAM NARSI REDDY, S/o Sri Posham Venkat Reddy, Designated Partner, M/s. Ira Aerocity LLP (DIN: 03074532), R/o Villa No. 9, Eden Gardens, Kokapet, Gandipet Mandal, Ranga Reddy District, Hyderabad - 500075. Mobile: 9676785151. 4. SRI HARSH BANSAL, Designated Partner, M/s. Ira Aerocity LLP (DIN: 07572308), No. 20-157, R.B. Nagar, Shamshabad, Telangana - 501218. 5. SRI VIKRAM SURYA TEJA CHENNABOYENA, Designated Partner, M/s. Ira Aerocity LLP (DIN: 08061398), No. 20-157, R.B. Nagar, Shamshabad, Telangana - 501218. 6. M/S. IRA REALITY TECH PRIVATE LIMITED, CIN: U70109TG2020PTC143896, Registered Office: No. 20-157, R.B. Nagar, Shamshabad, Ranga Reddy District, Telangana - 501218. (Co-obligor & Recipient of Diverted Debt Funds).
AND TO (CO-PROMOTER NOTICEES - LANDOWNERS):	7. MRS. BERAVOL VIJAYA REDDY, W/o Beravol Kishen Reddy, R/o Plot No. 1048, Road No. 52, Jubilee Hills, Hyderabad - 500033. (Landowner No. 1 / Vendor No. 1). 8. MRS. VEDIRE VANAJA REDDY, W/o Dr. Vedire Vikram Reddy, R/o 8-2-293/82/HE/1/A, Plot No. 1A, Road No. 70, Near Andhra Jyothi Office, Jubilee Hills, Hyderabad - 500096. (Landowner No. 2 / Vendor No. 2). 9. MRS. VASUDHA ABHIN ALIMCHANDANI @ RADHA REDDY, W/o Abhin Alimchandani, R/o 26, Gulmarg, Napeansea Road, Near Petit Hall, Malabar Hill, Mumbai, Maharashtra - 400006. (Landowner No. 3 / Vendor No. 3).
ADDITIONAL NOTICEES (VENDORS 4 TO 33):	10. NOTICEES NOS. 10 TO 39 (LANDOWNERS / VENDORS NOS. 4 TO 33), As enumerated in Registered Sale Deed Doc No. 9678 of 2022 and Registered DAGPA Doc No. 2776 of 2021, including Srinath Infra, Collaborate Solutions Pvt. Ltd., Birja Devi Estate Pvt. Ltd., Savitridevi Polyfabrics India Pvt. Ltd., New Age Constructions, Veerabhadra Minerals Pvt. Ltd., Dinesh Granite Exports, Navbharath Carriers Pvt. Ltd., and others, all represented through their registered DAGPA Holder M/s. Ira Aerocity LLP.

COMPREHENSIVE STATUTORY LEGAL DEMAND NOTICE

UNDER SECTIONS 11, 12, 14, 18, 19, 36, 40 & 59 OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (RERA); TELANGANA STATE RERA RULES, 2017; CONSUMER PROTECTION ACT, 2019; AND APPLICABLE CIVIL AND CRIMINAL PROVISIONS OF BHARATIYA NYAYA SANHITA, 2023 / IPC.

SUBJECT MATTER & AGGREGATE STATUTORY DEMAND:

Demand for immediate total payment of Rs. 2,19,24,441.40 (Rupees Two Crores Nineteen Lakhs Twenty-Four Thousand Four Hundred Forty-One and Paise Forty Only) comprising:

- Total Sale Value of Plot: Rs. 1,12,01,000.00 (including Rs. 71,38,602.00 exact HDFC Bank loan principal outstanding balance);
- Actual Registration, Stamp Duty & Transfer Charges: Rs. 8,52,300.00;
- Combined Principal Capital Outlay (Sale Value + Registration): Rs. 1,20,53,300.00;
- Exact Statutory Compensatory Interest @ 15% p.a. on Combined Outlay (Rs. 1,20,53,300.00) from 21-10-2022 to 07-11-2026 (1,478 days): Rs. 73,21,141.40;
- Damages for Extreme Mental Agony, Tortious Fraud & Financial Bleed: Rs. 25,00,000.00;
- Legal Notice Costs & Incidentals: Rs. 50,000.00;
- Aggregate Disbursement Split: Rs. 71,38,602.00 directly to HDFC Bank Ltd to redeem loan + Rs. 1,47,85,839.40 directly to My Client.

All in respect of Plot Bearing No. 227 (267.00 Sq. Yards / 223.21 Sq. Meters) in 'IRA AEROCITY', Pashambanda Village, Shamshabad Municipality, Ranga Reddy District, Telangana, registered vide Sale Deed Document No. 9678 of 2022 dated 21-10-2022 at SRO Shamshabad.

Under instructions from and on behalf of my client, MR. KIRAN MAROJU (hereinafter referred to as 'My Client'), I, the undersigned Advocate, do hereby issue this Comprehensive Statutory Legal Notice unto all of you, the Noticees above-named, setting out the following factual, contractual, statutory, and penal breaches committed by you jointly, severally, and vicariously:

I. FACTUAL BACKGROUND, PROMOTER REPRESENTATIONS & CONTRACTUAL JURISDICTION

1. Status of Noticees as Joint Promoters: Noticee No. 1 (M/s. Ira Aerocity LLP) along with its Designated Partners (Noticee Nos. 2 to 5) held themselves out to be the master developers and promoters of an integrated residential and commercial plotted development project admeasuring approximately 83.61 Acres known as 'IRA AEROCITY' situated at Pashambanda Village, Shamshabad Municipality, Ranga Reddy District, Telangana. Noticee Nos. 7 to 39 are the absolute title owners of the underlying land parcels who, for immense commercial gain and consideration, executed registered Development Agreements cum General Powers of Attorney (DAGPAs), notably Document No. 2776 of 2021 registered on 18-03-2021 before SRO Shamshabad, conferring complete development, marketing, and sale rights upon Noticee No. 1.

2. Co-Promoter Liability Under Statutory Law: Under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the definition of a 'Promoter' explicitly encompasses not merely the builder/entity constructing the project, but also any person or landowner who causes development, enters into a joint development agreement, or creates development rights for the purpose of commercial allotment and marketing. Therefore, notwithstanding internal indemnification clauses between Landowners and the Developer in DAGPA Doc No. 2776 of 2021, under the law declared by the Hon'ble Supreme Court of India in Bikram Chatterji & Ors. v. Union of India and M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of UP & Ors. (2021), all Noticees herein stand in the strict position of Joint Promoters qua third-party allottees and are jointly, severally, and vicariously accountable to My Client.

3. Representations, Inducements & Promotional Pledges: During early 2022, Noticee No. 1, acting through its Designated Partners and authorized on-site administrative representatives, approached My Client and made grand representations regarding 'IRA AEROCITY'. Noticees represented that the layout would be developed as a world-class luxury plotted community boasting:

- A dedicated, fully regularized 100-foot Access Spine Road connecting the layout entrance directly to the 100-foot Shamshabad–Mamidipally Main Road (named after Shri K. Sanjeeva Reddy);
- A lavish, independent, fully constructed 20,000 Sq. Ft RCC Clubhouse equipped with swimming pools, sports facilities, gymnasiums, and banquets;
- Extensive, manicured Open Space Reservations (OSR) and Public Parks complete with jogging tracks, children's play equipment, landscaped ponds with mechanical aerators, and automated drip irrigation;
- Underground civic infrastructure including dual underground water sumps (200 LPCD rating), biological Sewage Treatment Plant (STP), underground power cabling with IP-55 feeder pillars, 100% emergency DG power backup, underground stormwater stone-

slab drains, and pre-laid telecommunication/gas sleeves;
• An unequivocal warranty that all development works would be fully completed, mortgaged plots released by HMDA, and statutory Completion Certificate (CC) and Occupancy Certificate (OC) secured from the competent local authorities within a maximum period of one (1) year.

4. Inducement into Execution of Registered Sale Deed (Doc No. 9678 of 2022): Believing the aforesaid solemnly affirmed warranties, regulatory approvals, and project brochures to be true and sacrosanct, My Client agreed to purchase Plot Bearing No. 227, admeasuring 267.00 Sq. Yards. Noticees executed a registered Sale Deed in favor of My Client on 21-10-2022, registered as Document No. 9678 of 2022 in Book-1 at the Office of the Sub-Registrar, Shamshabad.

II. TOTAL CAPITAL OUTLAY & EXACT COMPUTATION OF 15% STATUTORY COMPENSATORY INTEREST

5. Total Sale Consideration & Statutory Registration Outlay: While you, the Noticees, defaulted in every single developmental and statutory commitment, My Client fulfilled 100% of his financial covenants in total good faith. My Client paid the entire agreed total sale consideration of Rs. 1,12,01,000.00 (Rupees One Crore Twelve Lakhs and One Thousand Only) (comprising direct payments and HDFC Bank loan disbursement) and further expended Rs. 8,52,300.00 (Rupees Eight Lakhs Fifty-Two Thousand Three Hundred Only) towards statutory Stamp Duty, Transfer Duty, Registration Charges, and user fees paid vide Telangana Government e-Challan No. 848UQF211022 at SRO Shamshabad.

The combined out-of-pocket principal capital investment directly sunk by My Client into the subject plot amounts to Rs. 1,20,53,300.00 (Rupees One Crore Twenty Lakhs Fifty-Three Thousand Three Hundred Only).

6. Statutory Mandate for Compensatory Interest @ 15% per Annum: Under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Telangana State Real Estate (Regulation and Development) Rules, 2017, the promoter is statutorily bound to return the entire amount received along with compensatory interest calculated at the prescribed rate (SBI highest Marginal Cost of Lending Rate + 2%, standardized at 15% per annum simple interest in default). The Hon'ble Supreme Court of India in M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of UP & Ors. (2021) and Experion Developers Pvt. Ltd. v. Sushma Ashok Shiroor (2022) has unequivocally established that an allottee is entitled to restitution on the total capital outlay including statutory registration costs from the date of execution/registration until full realization.

Component / Head	Documentary Reference	Effective Date	Days Accrued	Principal Base (INR)	Interest @ 15% (INR)
Total Plot Sale Value	Regd Sale Deed Doc 9678/2022 (SRO Shamshabad)	21-10-2022	1,478 Days	Rs. 1,12,01,000.00	Rs. 68,03,326.85
Actual Registration & Stamp Duty	Telangana e-Challan 848UQF211022	21-10-2022	1,478 Days	Rs. 8,52,300.00	Rs. 5,17,814.55
COMBINED CAPITAL OUTLAY	**Total Sunk Principal Base**	**21-10-2022**	**1,478 Days**	**Rs. 1,20,53,300.00**	**Rs. 73,21,141.40**
Damages for Fraud & Agony	Tortious / Consumer Claim	--	--	--	Rs. 25,00,000.00
Legal Notice Costs	Counsel Fee & Dispatch	--	--	--	Rs. 50,000.00

TOTAL AGGREGATE STATUTORY CLAIM PAYABLE BY NOTICEES: Rs. 2,19,24,441.40
(Rupees Two Crores Nineteen Lakhs Twenty-Four Thousand Four Hundred Forty-One and Paise Forty Only)
Note: Compensatory interest on the combined capital outlay accrues at the exact rate of Rs. 4,953.41 per day until full realization.

7. Ongoing Financial Ruin via Bank Debt Servicing: In addition to his hard-earned personal savings, My Client obtained a Rural Plot Loan from HDFC Bank Ltd (Loan Account No. 679660014) sanctioned for Rs. 84,00,000/- (first disbursed on 21-10-2022 at a floating interest rate currently standing at 8.00% p.a., with monthly EMI of Rs. 82,227/-). Due to your absolute default and failure to deliver usable, approved, and licensed possession, My Client has been forced to service heavy monthly EMIs for over 48 continuous months. Official account statements of HDFC Bank establish that My Client has already paid Rs. 38,03,707.00 out of

pocket to the bank, whereof an astonishing Rs. 26,14,882.00 was consumed solely towards interest servicing on an unviable and unapproved plot, with only Rs. 11,88,825.00 credited towards principal. The exact principal outstanding loan balance as on date stands at Rs. 71,38,602.00 (Rupees Seventy-One Lakhs Thirty-Eight Thousand Six Hundred and Two Only), with 129 monthly installments still left. You have caused severe, compounding financial bleed, commercial entrapment, and acute mental agony to My Client, who continues to bleed Rs. 82,227/- every single month.

III. CHRONOLOGY OF STATUTORY APPROVALS, EXTENSIONS, REJECTIONS & REGULATORY DEFAULTS

8. Deceitful Misrepresentation of Project Timelines: A complete examination of the public records, municipal files, and RERA registration archives reveals a calculated design by the Noticees to mislead regulatory bodies and innocent purchasers:

• 10-09-2020: HMDA issued draft layout intimation letter (Application No. 038750/SMD/LT/U6/HMDA/03092020) imposing mandatory condition precedents including the laying of an asphalt/BT 100-foot approach road prior to final layout approval.

• 08-02-2021 / 18-03-2021: Noticees entered into parent DAGPA Doc No. 2776 of 2021. Clause 1(f) and Clause 3(c) explicitly stipulated that 'Time being the essence of this Agreement...' the project shall be completed within 18 months from commencement, with a grace period of only 6 months, making August 2023 the outer absolute completion deadline under the promoter's own constitution.

• 30-04-2021: Noticees obtained TS RERA Project Registration under Form 'C', bearing Registration No. P02400002801, with strict statutory validity expiring on 10/09/2023.

• 04-05-2021 & 22-06-2021: Draft technical layout approval and Draft Layout Pattern Release (Proceedings No. G1/T.L.P/1551/SSBMC/2021) were issued by HMDA and Shamshabad Municipality, mandating 15% plot mortgage (Doc No. 3858/2021) and physical development of open spaces prior to any final release.

• 21-10-2022: Promoter executed registered Sale Deed Doc No. 9678 of 2022 conveying Plot No. 227 to My Client and pocketed Rs. 1.12 Cr consideration.

• 10-09-2023: The original statutory TS RERA completion deadline lapsed. The project was totally incomplete. Noticees defaulted.

• 02-01-2024: Noticees sought and obtained an extraordinary regulatory extension under Form 'F', extending project validity up to 22/06/2024.

• 10-05-2024: Noticees submitted Open Layout Final Layout (FLT) application on TG-bPASS under File No. 004930/FLT/HMDA/1085/SMD/2024 seeking Final Layout approval and Occupancy Certificate.

• 22-06-2024: THE FINAL EXTENDED STATUTORY TS RERA VALIDITY EXPIRED. As of 23rd June 2024, Project 'IRA AEROCITY' lapsed into unauthorized, non-compliant, and unregistered status under Section 3 and Section 59 of the RERA Act, 2016.

• 27-11-2024 / 30-08-2024 (CRITICAL): FORMAL REJECTION OF FINAL LAYOUT & STATUTORY CONSTRUCTION BAN BY HMDA: The Metropolitan Commissioner, HMDA, vide official Rejection Letter No. 004930/FLT/HMDA/1085/SMD/2024, formally REJECTED Noticee No. 1's Final Layout application, finding that the layout proposal is NOT in conformity with Layout Rules & Regulations (G.O.Ms. 288, 287, 33) and approved Master Plan Zoning Regulations. HMDA specifically recorded that the physical site does not match approved plans, ordered the developer to submit revised drawings matching ground position, and issued an absolute statutory injunction: 'In view of the above, your proposals in the subject cited are hereby rejected and you shall not make any type of construction in the above said site.'

• 05-12-2024 (CRITICAL): CREATION OF Rs. 130 CRORE REGISTERED MORTGAGE OVER PARENT LANDS: Barely 8 days after HMDA rejected the final layout, registered Indenture of Mortgage Doc No. 20035 of 2024 was executed at SRO Maheshwaram, encumbering 15,488 Sq. Yards across parent Survey Nos. 22 & 22/A (6,655 Sq. Yds) and Sy. Nos. 22/P, 21/AA1, 23/AB & 24/B (8,833 Sq. Yds) in favor of Catalyst Trusteeship Limited for a Rs. 130 Crore corporate facility from Kiran Vyapar Ltd, creating an immense financial cloud and recovery threat over the layout.

• 24-10-2025 (CRITICAL): FRAUDULENT CONCEALMENT OF REJECTION ORDER: Noticee No. 1's Customer Happiness Officer, Smt. Siva Parvathi Paruchuri, sent an official email to My Client falsely claiming the Occupancy Certificate was 'currently under process' and requesting a 6-month extension (until April 2026), fraudulently suppressing the fact that HMDA had already outright rejected the layout on 27-11-2024 and banned construction.

• April 2026: The promoter's self-extended 6-month deadline expired. As of November 2026, the layout remains completely unregularized, lacking an Occupancy Certificate, lacking an approach road, and abandoned.

IV. CORE CONTRACTUAL BREACHES UNDER REGISTERED DAGPA DOC NO. 2776 OF 2021

9. Total Dereliction of Express Contractual Covenants: You, the Noticees, are in willful violation of the following foundational clauses of registered Document No. 2776 of 2021, which governed your legal authority to deal with the schedule land:

A. Violation of Clause 6(a) & 8(c) (Condition Precedent to Plot Sales):
Under Clause 6(a) (Page 15) and Clause 8(c) (Page 17) of DAGPA 2776/2021, it was solemnly covenanted: 'It is hereby clarified that the Developer shall not be entitled to exercise its power to execute and register conveyance deed or execute any other agreement with regard to the sale or transfer of any portion of the Developer's Entitlement, in favour of the allottees or customers... without completing and regularizing the Access Road and getting necessary approvals from the appropriate authorities.'
You fraudulently executed Sale Deed Doc No. 9678 of 2022 and pocketed Rs. 1.12 Crore from My Client without fulfilling this mandatory condition precedent, rendering your transaction an act of criminal deception and abuse of power of attorney.

B. Immediate Contractual 'Event of Default' under Clause 11(h):
Under Clause 11(h) (Page 31) of the DAGPA: '...in case if the Developer fails to obtain approval and build the road within [6] months from the date of this Agreement, such an event shall be deemed to be an Event of Default.' More than five (5) years have lapsed since February 2021, and the 100-foot road remains unbuilt.

C. Mandatory Breach of Completion Definition under Clause 1(r):
Clause 1(r) explicitly defines 'Project Completion' as strictly requiring: (i) Providing the Access Road; (ii) Handover of roads and public areas to authorities; (iii) Completion of Plot development; (iv) Completion of 20,000 Sq. Ft Clubhouse; and (v) 'Obtainment of Full Completion Certificate and Occupation Certificate with respect to the said Project.' None of these conditions have been achieved to date.

D. Breach of Express Warranty of Unencumbered Title:
Noticees solemnly warranted under registered Sale Deed Doc No. 9678/2022 that the property and the layout are free from all encumbrances, charges, and mortgages. Creating a registered Rs. 130 Crore corporate mortgage (Doc No. 20035/2024) over 15,488 Sq. Yds in Survey Nos. 22/P, 22, 22/A and Plot 64 is an incurable breach of title warranty.

E. Failure to Release 15% Statutory Layout Mortgaged Plots (Doc No. 3858/2021):
Under Draft Layout Permit 09/LO/Plg/HMDA/2021, 15% of the layout plots were mortgaged to Shamshabad Municipality / HMDA under registered Mortgage Deed Doc No. 3858/2021. Because HMDA rejected the Final Layout on 27-11-2024, no Deed of Relinquishment has been executed to date, and these plots remain legally frozen.

F. Deliberate Default in Providing Performance Bank Guarantee (Clause 15(b)):
Under Clause 15(b) (Page 33), the Developer was obligated to furnish an irrevocable Bank Guarantee of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) to secure timely completion and liquidated damages of Rs. 25/- per sq. yd per month. Noticees failed to maintain or honor this security, directly cheating allottees.

V. GROUND REALITY & PHOTOGRAPHIC PROOF OF INFRASTRUCTURAL ABANDONMENT (AS OF 05-11-2026)

10. Physical Ground Inspection Confirms Complete Failure: An extensive inspection of the project site conducted on 05th November 2026, supported by date-stamped, geotagged video and photographic evidence, confirms that the representations made to My Client were entirely false. The actual status of committed works is itemized below:

Committed Infrastructure	DAGPA Specification Reference	Ground Status as on 05-11-2026	Evidentiary Exhibit
100-ft Access Road	Clause 1(o), 6(a), 8(c), 11(h) (Page 10, 15, 17, 31)	NOT STARTED. Unpaved, uneven dirt track with scrub wilderness. No asphalt, no BT road, no municipal drainage.	EXHIBIT P-1: Time-stamped Photo (10:46:19 on 05/11/2026)

20,000 Sq. Ft Clubhouse	Clause 1(h), 21(b), Annexure 1A (Page 7, 36, 50)	NOT STARTED. Abandoned dead-end terminating in overgrown jungle, wild weeds, and mud. Zero foundation.	EXHIBIT P-2: Time-stamped Photo (10:55:32 on 05/11/2026)
Central Public Parks / OSR	Third Schedule Specifications (Page 45)	NOT STARTED. Earmarked park space used as a scrap yard with rusting iron rebar rods, dumped debris, and labor shacks.	EXHIBIT P-3: Time-stamped Photo (10:57:16 on 05/11/2026)
Occupancy Certificate & Approvals	Clause 1(r)(v), Clause 8(g) (Page 10, 18)	**REJECTED & BANNED. HMDA formally rejected final layout on 27-11-2024 and ordered NO construction on site.**	EXHIBIT P-4: HMDA Rejection Letter No. 004930/FLT/HMDA/1085/SMD/2024
Water Supply & Sewerage	Third Schedule (Page 48, 49)	DEFICIENT / NON-FUNCTIONAL. No municipal water pipeline connected; no functional biological STP established.	EXHIBIT P-5: Ground Inspection Report & Exhibit P-6: Email dated 24-10-2025

VI. WRITTEN ADMISSION OF DEFECTIVE POSSESSION & ACTIVE FRAUDULENT CONCEALMENT

11. The Promoters' Confession of Non-Delivery & Active Concealment: Following automated statutory notices from HDFC Bank warning of loan irregularities due to failure to commence house construction, My Client escalated the matter to Noticee No. 1. In response, Smt. Siva Parvathi Paruchuri, Customer Happiness Officer & Head of Customer Relations for Ira Realty (Noticee No. 1), sent an official communication dated 24th October 2025, explicitly stating:

'We have already applied for the Occupancy Certificate (OC), and the same is currently under process. There has been a slight delay from the concerned government authorities in issuing the certificate... We kindly request you to allow a period of up to six months from now to obtain the Occupancy Certificate. Once received, you may proceed with the construction on your allotted plot.'

12. Legal Consequence of the Written Admission & Fraudulent Suppression:
• Conclusive Admission of Defective Title & Possession: Noticees admitted in writing that as of late October 2025 (three years post-sale deed), the plot was legally and practically unusable for residential construction;
• Fraudulent Suppression of HMDA Rejection Order: When Noticee No. 1 wrote that the OC was 'currently under process', Noticees were fully aware that HMDA had already outright REJECTED the final layout on 27-11-2024 and issued an express order that 'you shall not make any type of construction in the above said site.' Noticees intentionally concealed this government rejection to induce My Client into granting a 6-month extension and continuing to service heavy bank EMIs;
• The 6-month extension requested by Noticees expired in April 2026. Over six additional months have elapsed since that promised grace period, and Noticees remain in continuous, incurable, and contumacious default.

VII. REVELATION OF POST-RERA DEBT RESTRUCTURING, ASSET SIPHONING & ILLEGAL ENCUMBRANCES

13. Discovery of Siphoning and Collateralization of Project Plots (Doc No. 5484/2025): A certified inspection of the Encumbrance Certificate at SRO Shamshabad revealed an alarming, fraudulent transaction registered as Document No. 5484 of 2025 on 14-08-2025:
• Execution 14 Months Post-RERA Expiry: TS RERA Project Registration P02400002801 expired on 22/06/2024. Noticees executed Doc No. 5484/2025 on 14/08/2025 without lawful RERA registration, violating Section 3 and Section 59 of RERA.
• Offloading Plots to Settle a Private Rs. 10.38 Crore Loan: Clause 2 (Page 17) of Document No. 5484 of 2025 contains the admission that Plot No. 160 (383.25 Sq. Yds) and Bulk Plot No. 11 (2,145.40 Sq. Yds) were transferred to M/s. Homez Infratech Developers by adjusting the sale consideration against an outside loan of Rs. 10,38,00,000/- extended to sister concern IRA Reality Tech Pvt. Ltd. and M/s. Ira Aerocity LLP. This constitutes blatant asset siphoning and diversion of project land.

14. Massive Rs. 130 Crore Mortgage Encumbering Parent Lands (Doc No. 20035/2024): Just 8 days after HMDA rejected the final layout on 27-11-2024, registered Indenture of Mortgage Doc No. 20035/2024 was executed at SRO Maheshwaram on 05-12-2024. The deed encumbers 15,488 Sq. Yards across parent Survey Nos. 22 & 22/A (6,655 Sq. Yds) and Sy. Nos. 22/P, 21/AA1, 23/AB &

24/B (8,833 Sq. Yds) of Pashambanda Village (the core parent land of IRA Aerocity) in favor of Catalyst Trusteeship Limited for a Rs. 130,00,00,000/- corporate loan from Kiran Vyapar Ltd. Pledging parent layout land without allottees' consent violates Section 11(4)(g) and Section 18 of RERA and severely clouds My Client's title.

VIII. SCHEDULE OF UNLAWFUL TRANSACTIONS POST-RERA REGISTRATION EXPIRY

15. Pattern of Statutory Violations: The official Encumbrance Certificates from SRO Shamshabad and SRO Maheshwaram confirm a continuous pattern of unauthorized transactions and illegal encumbrances executed after the project's RERA validity expired on 22/06/2024:

Doc No. & SRO	Regd Date	Deed Nature	Plot & Extent	Parties & Consideration	Statutory RERA Contravention
Doc No. 8169/2024 (SRO Shamshabad)	16-11-2024	Sale Deed (0101)	Plot No. 64 (267.00 Sq. Yds)	Vendors: Landowners rep by Ira Aerocity LLP Claimants: Hemat Kumar Panda & Arundati Dash Cons: Rs. 68,00,000/-	Executed 5 months post-RERA expiry in direct violation of Section 3(1). Penal under Section 59(1) & (2).
Doc No. 20035/2024 (SRO Maheshwaram)	05-12-2024	Mortgage w/o Possession (0202)	15,488 Sq. Yds in Sy 22/P, 22, 22/A, 21, 23, 24	Mortgagors: Rajapushpa Group Claimant: Catalyst Trusteeship Ltd Cons: Rs. 130,00,00,000/-	Massive Rs. 130 Cr mortgage directly encumbering parent lands post-RERA expiry and 8 days post-HMDA rejection. Violates Sec 11(4)(g) & (h).
Doc No. 1094/2024 (SRO Shamshabad)	2024	Rectification Deed (0601)	Plot No. 64 (267.00 Sq. Yds)	Vendors: Landowners rep by Ira Aerocity LLP (Rectifies Sale Deed 8169/2024)	Unauthorized boundary and schedule modifications post-expiry without RERA sanction or 2/3rd buyer consent (Sec 14(2)).
Doc No. 1047/2025 (SRO Shamshabad)	15-02-2025	Sale Agreement w/o Possession	Commercial Plot C15 (2,000.44 Sq. Yds)	Vendors: Landowners rep by Ira Aerocity LLP Cons: Rs. 48,00,000/- advance	Commercial monetization of layout corridor post-RERA expiry without valid registration. Violates Sec 3 & 59.
Doc No. 5484/2025 (SRO Shamshabad)	14-08-2025	Sale Agreement w/o Possession	Plot 160 & Bulk Plot 11 (2,145.40 Sq. Yds)	Vendors: Ira Aerocity LLP to Homez Infratech Adjusted vs Rs. 10.38 Cr debt	Commercial monetization 14 months post-expiry. Siphoning project land to settle outside private debts (Sec 3, 7, 59).

IX. STATUTORY, CIVIL & CRIMINAL VIOLATIONS COMMITTED BY THE NOTICEES

16. Comprehensive Violations under the Real Estate (Regulation and Development) Act, 2016 (RERA):

• Violation of Section 3(1) & Section 59 (Operating Without Valid Registration): Operating, executing sale deeds, and marketing plots after the expiry of Form 'F' on 22/06/2024 without obtaining an extension. Section 59(1) imposes a penalty of up to 10% of the estimated project cost, and Section 59(2) prescribes imprisonment up to 3 years for the partners;

• Violation of Section 11(4)(g) & 11(4)(h) (Prohibition on Creating Charges/Mortgages): Expressly prohibits promoters and landowners from creating any mortgage, charge, or encumbrance on project land after executing allotment/sale agreements without allottees' written consent. The execution of registered mortgage Doc No. 20035/2024 for Rs. 130 Crores over parent lands is an egregious violation;

• Violation of Section 12 (False Advertising & Fraudulent Inducement): False representations regarding the 100-foot access road, clubhouse, and parks. Section 12 gives My Client an absolute right to withdraw from the project with 100% refund, interest, and compensation;

• Violation of Section 14(2) & 14(3) (Unauthorized Alterations & Ground Defects): Altering project layouts, deviating from approved plans resulting in HMDA's formal rejection on 27-11-2024, and failing to adhere to sanctioned parameters without 2/3rd allottee consent;

• Violation of Section 18(1) (Statutory Obligation to Refund with Interest): Failure to complete the project and hand over lawful, usable possession with an Occupancy Certificate by the agreed date. Section 18(1) mandates that the promoter shall return the

entire amount received with prescribed interest (SBI MCLR + 2%) and compensation;
• Violation of Section 15 (Prohibition of Project Transfer): Transferring and pledging project land to third-party financiers (Homez Infratech) without RERA written approval and 2/3rd allottee consent.

17. Criminal Liability under Bharatiya Nyaya Sanhita, 2023 (BNS) / Indian Penal Code (IPC):
• Section 318(4) BNS / Section 420 IPC (Cheating & Dishonestly Inducing Delivery of Property): Dishonestly inducing My Client to part with Rs. 1.12 Crore while concealing the non-feasibility of the 100-foot road, the lack of basic statutory permissions, and the HMDA Rejection Letter;
• Section 316 BNS / Section 406 IPC (Criminal Breach of Trust): Misappropriating and siphoning funds collected from allottees and pledging project plots to adjust private corporate debts (Rs. 10.38 Crore) of sister companies instead of completing project infrastructure;
• Section 61 BNS / Section 120-B IPC (Criminal Conspiracy): Conspiring between the developer, partners, and landowners to execute unauthorized deeds, swap collateral post-RERA expiry, and actively suppress the HMDA Rejection Letter from bona fide purchasers.

18. Actionable Deficiency & Unfair Trade Practice under Consumer Protection Act, 2019: Under Section 2(47) and Section 2(11) of the Consumer Protection Act, 2019, your failure to deliver the promised infrastructure, delivering an unusable paper plot subject to HMDA's express construction ban, and false marketing constitute gross deficiency in service and fraudulent trade practices.

X. LIABILITIES & CONSEQUENCES FACED BY THE NOTICEES IN EVENT OF DEFAULT

19. Notice of Enforceable Legal Consequences: Should you fail to satisfy the demands set forth herein, My Client has given peremptory instructions to initiate the following legal actions without further notice:
1. Filing Form 'M' & 'N' Complaints Before TS RERA: Seeking an immediate order under Section 18 for full refund of Rs. 1,12,01,000/- with 15% interest, loan pre-closure, damages, and litigation costs;
2. Urgent Interim Injunction under Section 36: Seeking ex-parte restraining orders preventing the developer and landowners from selling, marketing, alienating, or registering any plots across Survey Nos. 18 to 24, 30, and 31 of Pashambanda Village, citing the HMDA Rejection Order and Rs. 130 Cr mortgage;
3. Regulatory Revocation & Account Freezing under Section 7 & Section 40: Petitioning TS RERA to permanently revoke registration P02400002801 and freeze all operational and collection bank accounts of M/s. Ira Aerocity LLP and its partners across all scheduled banks;
4. Criminal Complaint with Economic Offences Wing (EOW) / Police: Filing a formal criminal complaint under Sections 316, 318(4), and 61 of BNS / Sections 406, 420, and 120-B IPC against Sri Posham Veera Reddy, Sri Posham Narsi Reddy, and other key managerial persons;
5. Statutory Injunctions Directed to Municipal & Registration Authorities: Petitioning the Commissioner, Shamshabad Municipality, HMDA Planning Department, and Sub-Registrar, Shamshabad, to withhold all Final Layout Pattern Releases, cancel pending NOCs, and refuse registration of any deed over the project land.

XI. FORMAL LEGAL REQUISITION & ITEMIZED MONETARY DEMANDS

NOW, THEREFORE, YOU ARE HEREBY CALLED UPON TO COMPLY WITH THE FOLLOWING DEMANDS WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THIS NOTICE:

1. DIRECT BANK LOAN PRE-CLOSURE DISBURSEMENT: Pay and remit a sum of Rs. 71,38,602.00 (Rupees Seventy-One Lakhs Thirty-Eight Thousand Six Hundred and Two Only) directly to HDFC Bank Ltd towards the complete pre-closure, redemption, and liquidation of My Client's Home Loan Account No. 679660014, and secure a formal No Objection Certificate (NOC) and return of original registered Title Documents to My Client.

2. IMMEDIATE REFUND OF DIRECT CAPITAL OUTLAY: Refund and credit a sum of Rs. 49,14,698.00 (Rupees Forty-Nine Lakhs Fourteen Thousand Six Hundred Ninety-Eight Only) (representing the direct out-of-pocket consideration balance of Rs. 40,62,398.00 plus statutory registration expenses of Rs. 8,52,300.00 paid under e-Challan No. 848UQF211022) directly into My Client's designated bank account via RTGS/NEFT.

3. EXACT 15% STATUTORY COMPENSATORY DELAY INTEREST ON TOTAL OUTLAY: Pay the exact computed statutory compensatory delay interest calculated @ 15% per annum on the combined capital outlay of Rs. 1,20,53,300.00 (Total Sale Value + Registration Costs) accrued up to 07-11-2026, amounting to Rs. 73,21,141.40 (Rupees Seventy-Three Lakhs Twenty-One Thousand One Hundred Forty-One and Paise Forty Only), and continuing to pay interest @ Rs. 4,953.41 per day until full realization, directly to My Client.

4. DAMAGES FOR MENTAL AGONY, FRAUD & BUSINESS DISRUPTION: Pay a sum of Rs. 25,00,000.00 (Rupees Twenty-Five Lakhs Only) directly to My Client towards substantial compensation for extreme mental agony, trauma, harassment, and severe financial disruption caused to My Client.

5. COSTS OF LEGAL NOTICE: Pay a sum of Rs. 50,000.00 (Rupees Fifty Thousand Only) directly to My Client towards the professional fee and incidental dispatch expenses for this Legal Notice.

AGGREGATE TOTAL PAYABLE BY NOTICEES: Rs. 2,19,24,441.40 (Comprising Rs. 71,38,602.00 directly to HDFC Bank Ltd and Rs. 1,47,85,839.40 directly to My Client)

TAKE NOTICE that in the event of your failure, neglect, or refusal to comply with the aforesaid demands within the stipulated period of fifteen (15) days from the receipt of this notice, My Client shall immediately initiate all appropriate legal, regulatory, and criminal proceedings before the Telangana Real Estate Regulatory Authority, National/State Consumer Disputes Redressal Commission, Economic Offences Wing, and competent Courts of Law at Hyderabad, at your sole risk, cost, and consequences as to all expenses incurred therein.

A copy of this notice is retained in my office for record and further legal production.

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KIRAN MAROJU
(Instructing Client / Allottee of Plot No. 227)

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ADVOCATE & LEGAL CONSULTANT
Counsel for Instructing Client
High Court Chambers Complex, Hyderabad