

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 577 of 2025

Dated: 30th March 2026

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

Bogireddy Bharathi W/o Veerabhadra Reddy,

R/o. A-.205, Mayflower Park,

Annapurna Colony, Mallapur

Hyderabad, Telangana – 500076.

...Complainant

Versus

1. M/s. Krithika Infra Developers,

Rep. by its Managing Partner, D. Srikanth

(3rd and 4th Floor, X Roads,

Beside Bahar Café,

Opp. HP Petrol Pump, LB Nagar,

Hyderabad, Telangana – 500074)

2. D. Srikanth, CEO

3rd and 4th Floor, X Roads,

Beside Bahar Café,

Opp. HP Petrol Pump, LB Nagar,

Hyderabad, Telangana – 500074.

3. D. Gopal, M.D

R/o. H No. 7-67, GVR Colony, Thattiannaram village,

Abdullapurmet mandal, Ranga Reddy District,

Telangana- 500068.

4. Radha Bhukya, Director

3rd and 4th Floor, X Roads,

Beside Bahar Café,

Opp. HP Petrol Pump, LB Nagar,

Hyderabad, Telangana – 500074

5. D. Shashikanth, Executive Director

3rd and 4th Floor, X Roads,

*Beside Bahar Café,
Opp. HP Petrol Pump, LB Nagar,
Hyderabad, Telangana – 500074*

6. Palli Supriya, Sales Manager

*R/o. C/o. Palli Karunakar, 18-3-499/4/7,
Laxminagar, Aliyabad, Rajannabowli, Charminar,
Falaknuma, Hyderabad, Telangana- 500053.*

...Respondent(s)

The present matter filed by the Complainant mentioned herein above came up for hearing on 09.01.2026 before this Authority in the presence of Complainant, and none for the Respondent despite service of notice, hence set ex-parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER**:

2. 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”) seeking appropriate relief(s) against the Respondents.

A. Brief facts of the case:

3. It is submitted that the Complainant had purchased a flat from the Respondent M/s. Krithika Infra Developers, situated at Survey No. 215 at Boduppall Village, under Boduppall Municipality, Medipally Mandal, Medchal–Malkajgiri District, Telangana. The said land was taken by M/s. Krithika Infra Developers from its original owners for developing the said property into residential flats.

4. The Complainant states that the flat was purchased during the pre-launch offer and was issued an Agreement of Sale, dated 16.09.2022, for a flat of 1202 sq. ft. along with one car parking in the project “Sheshadri’s Silveroak.” The total sale consideration of ₹28,23,498/- was paid by the Complainant between 03.07.2022 and 15.08.2022 through online transactions.

5. Subsequently, the Respondent–Developer allegedly compelled the Complainant to pay an additional sum of ₹1,80,300/- towards registration charges for UDS land of 26.7 sq. yards, which amount was paid on 26th February 2023. However, despite receipt of the said amount, the Developer has not registered the UDS in favour of the Complainant, which the Complainant contends amounts to cheating and breach of trust.

6. The Complainant further submits that a subsequent Agreement of Sale was executed by M/s. Krithika Infra Developers through its Managing Partner/CEO, Sri D. Srikanth, assuring execution and completion. However, till date, the Developer has not commenced any construction, nor has any progress been made on the project. It is further alleged that the Developer has not obtained the necessary approvals for construction and has also failed to secure RERA registration for the project.

7. The Complainant states that despite repeated approaches, the Respondent–Developer has neither registered the land nor commenced development, and presently they do not appear to have land available for registration of the promised flat.

B. Relief(s) Sought:

8. Accordingly, the Complainant sought the following reliefs:

- I. To issue orders for full refund of Rs. 30,03,798/- (Rupees Thirty Lakh Three Thousand Seven Hundred Ninety-Eight) with interest from date of full payment as per the govt. norms. (OR)
- II. Direct the developer to register the land to the aggrieved, to get the registration, to commence the development works at the earliest and register and deliver the flat at the earliest

C. Points to be determined:

9. Based on the facts and circumstances placed before this Authority, the following questions arise for adjudication:

- I. *Whether the Respondent has violated Sections 3 & 4 of the RE(R&D) Act, 2016 by not registering the project, Sheshadiri's Silver Oak?*
- II. *Whether the Complainant is entitled to the relief sought? If so, to what extent?*

D. Observations of the Authority:

10. Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondents, who have failed to appear before this Authority despite service of multiple notices and affording sufficient opportunities. In view of their continued absence, the Respondents are hereby set ex parte on 09.01.2026 and the matter is being

adjudicated based on the pleadings, documents, and submissions placed on record by the Complainant.

POINT I

11. Upon perusal of the Agreements of Sale dated 16.09.2022, along with supporting documents placed on record by the Complainant clearly establish that the Respondent, M/s. Krithika Infra Developers, had launched and marketed a project titled “Sheshadri’s Silver Oak” proposed to be developed at Survey No. 215, Boduppall Village, Medchal–Malkajgiri District, Telangana. The land admeasuring approximately 13,658 square yards (or 11,418 square meters), as revealed through the documents and representations, was intended to host multiple residential apartments across several blocks. The Complainant was allotted a proposed residential flat with a built-up area of 1202 Sq. Feet, “Sheshadri’s Silver Oak” at Survey No. 215, Boduppall Village, Medchal–Malkajgiri District, Telangana (hereinafter the “Scheduled Property”) inclusive of all common areas with one car parking area, in the said project and executed an Agreement of Sale, for which substantial payments were made towards the total sale consideration as has been acknowledged in the Agreement of Sale.

12. It is evident from the above that the area of land involved in the proposed project far exceeds 500 square meters, and the number of apartments proposed clearly surpasses the threshold of eight units. Therefore, the project does not fall within the ambit of exemption prescribed under Section 3(2) of the Real Estate (Regulation and Development) Act, 2016, which limits exemption only to projects below 500 square meters or eight apartments, inclusive of all phases. Accordingly, the project Sheshadri’s Silver Oak mandatorily required registration with the Telangana Real Estate Regulatory Authority prior to any form of advertisement, marketing, booking, or sale.

13. Further, under Section 4 of the RE(R&D) Act, 2016, every promoter is obligated to submit an application for registration of a real estate project, enclosing all requisite documents and disclosures as prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017. In the present case, there is no evidence on record to show that the Respondent had ever applied for such registration. On the contrary, the material before this Authority clearly shows that the Respondent has entered into Agreement of Sale with the Complainant, collected substantial sale consideration without obtaining prior registration. Such conduct amounts to a direct contravention of Sections 3 and 4 of the RE(R&D) Act, 2016.

14. The actions of Respondent, launching a “pre-launch offer,” advertising, accepting bookings, executing sale agreements, and collecting payments without registration, constitute grave statutory violations. These actions defeat the very objective of the Real Estate (Regulation and Development) Act, 2016, which is to ensure transparency, accountability, and protection of consumer interests in the real estate sector. The said non-compliance with the mandatory registration provisions renders the entire transaction illegal and voidable at the instance of the allottees.

15. In light of the above discussion, this Authority holds that the Respondent has clearly violated the provisions of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016. The Respondent is, therefore, liable for penal action under Section 59 of the RE(R&D) Act, 2016 for having advertised, marketed, sold, and entered into agreements for the sale of flats in the unregistered project “*Sheshadri’s Silver Oak.*” This conduct not only undermines the statutory objectives of the RE(R&D) Act, 2016 but also causes serious prejudice to the rights and financial security of the allottees.

16. It is pertinent to mention that this Authority has already dealt with similar violations by the same Respondent in Complaint No. 115 of 2024, which related to this very project. After a detailed examination of that matter, this Authority passed an order, holding that they had violated provisions of the RE(R&D) Act 2016. In that said order, it was found that the Respondent had marketed and sold units without registering the project with this authority, in contravention of Sections 3 and 4 of the RE(R&D) Act, 2016. Further, the Respondent had also received advance payments exceeding 10% of the consideration prior to execution of a registered agreement for sale, thereby violating under Section 13(1) of RE(R&D) Act, 2016. Consequently, a penalty of ₹9,96,050/- was levied on the Respondent under Sections 59, 60, and 61 of the RE(R&D) Act, 2016, and the Respondent was directed to register the project without further delay and to restrain from engaging in any marketing or sale activity until compliance was ensured. As this Authority had already adjudicated the matter on similar facts and imposed a penalty for violation of Section 3 of the RE(R&D) Act, 2016. Therefore, the issue of unregistered development by the Respondent-promoter in the present case stands on an identical footing, and has already been addressed through the said earlier order.

17. Further, this Authority, in its Order in Complaint No. 86 of 2025 dated 16.10.2025, has declared the Respondent/Promoter, *M/s Krithika Infra Developers*, as a “defaulter” for continuous and wilful violations of the provisions of the Real Estate (Regulation and Development) Act, 2016. Accordingly, all developmental activities undertaken by the said

Respondent are to be terminated with immediate effect, and the Respondent/Promoter is restrained from carrying out any further advertisement, marketing, booking, sale, or offer for sale of any apartment or part thereof in the said project or any other projects in the future, in any manner whatsoever. The relevant portion of the above-mentioned Order reads as follows:

“Para 23. Further, the Respondent has consistently exhibited wilful contempt for the authority. Despite due service of notices, publication of public notice, and repeated opportunities, the Respondent has failed to appear, file replies, or offer any explanation. Such recalcitrant conduct demonstrates wilful disobedience, procedural evasion, and a premeditated intention to obstruct justice and subvert regulatory oversight. The Respondent’s conduct strikes at the very root of the regulatory mechanism envisaged under the RE(R&D) Act, thereby undermining the faith of allottees and the integrity of the real estate sector.

Para 24. In light of the above, and considering the grave, continued, and wilful violations of statutory obligations, coupled with the malafide intent to deceive and defraud the public at large, this Authority is constrained to hold that the Respondent has engaged in malpractice, unfair trade practice, and deliberate misrepresentation within the meaning and spirit of the Real Estate (Regulation and Development) Act, 2016

Para 25. Accordingly, in exercise of the powers conferred under Sections 37 and 38 of RE(R&D) Act, 2016, and in the larger public interest, this Authority hereby declares Respondent No.1, M/s. Krithika Infra Developers, to be a “defaulter” and a habitual violator of the provisions of the RE(R&D) Act. Consequently, the Respondent, including its directors, partners, and associated entities, is prohibited from undertaking, advertising, marketing, booking, selling, or registering any new real estate project within the jurisdiction of this Authority.”

18. Furthermore, this authority has also issued Public Notice dated 25.04.2025, cautioning the public not to enter into any transactions or purchase any plots in the real estate projects purported to be promoted by M/s Krithika Infra Developers Pvt. Ltd. and M/s Krithika Infra Developers. The relevant portion of the said public notice is as follows:

“Contrary to the above provision, M/s Krithika Infra Developers Pvt. Ltd. and M/s Krithika Infra Developers have collected amounts exceeding the prescribed limit from allottees without executing and registering any written agreement for sale.

It is evident that the said entities have fraudulently collected substantial amounts from the general public without fulfilling their legal obligations, thereby cheating and misleading innocent allottees.

In view of the above, the general public is hereby cautioned and strictly advised not to enter into any transactions or purchase any plots in the real estate projects purported to be promoted by M/s Krithika Infra Developers Pvt. Ltd. and M/s Krithika Infra Developers.”

19. Hence, Point I is answered in affirmative.

POINT II

20. Upon careful examination of the documents and submissions placed on record, this Authority observes that the Complainant has produced substantial evidence in support of having paid the total sale consideration of ₹28,23,498/- (Rupees Twenty-Eight Lakhs twenty-three thousand four hundred and ninety-eight only) to the Respondent towards the purchase of a proposed residential flat in the project titled “Sheshadri’s Silver Oak” situated at Sy. No. 215, Boduppall Village, Medchal–Malkajgiri District. The payment details furnished in the complaint and corroborated by vouchers and receipts demonstrate that the entire amount has been received by the Respondent.

21. It is further stated by the Complainant that an additional sum of ₹1,80,300/- (Rupees One Lakh Eighty Thousand and Three Hundred only) has been paid in on 26.02.2023 towards registration of the undivided share of land admeasuring 26.7 sq. yds. However, the Complainant has not submitted any receipts, bank records, or documentary proof to substantiate such payment. The Agreement of Sale dated 16.09.2022 placed on record clearly shows that an amount of ₹28,23,498/- was paid towards the said flat. In the absence of proof of payment of the additional amount of ₹1,80,300/-, the same cannot be considered for refund.

22. The Authority also observes that the Respondent No.1 has obtained permission bearing No. 009613/BP/HMDA/2100/GHT/2023 for the construction of 2 Cellars + 1 Stilt + 1 Upper

Floor. However, despite obtaining such permission, the Respondent No.1 has neither commenced any construction activity in the said project nor demonstrated any bona fide intention to fulfil its contractual obligations. Such continued inaction, even after collecting substantial amounts of money from the Complainant, points to a deliberate and dishonest course of conduct from the Respondents. In these circumstances, under Section 18(1) of the RE(R&D) Act, 2016 it extends a clear statutory right to an allottee to seek a refund along with interest where the promoter/Respondents either fails to complete the project or is unable to hand over possession within the stipulated timeframe. In the present case, the issue is not merely one of delay; it is a case of complete inaction on the Respondents.

23. The Respondents failure to commence the project or to deliver possession within the stipulated period, clearly demonstrates a wilful default on their part and only strengthens the inference that the Respondent had no intention of fulfilling their contractual commitments or refunding the amount voluntarily.

24. In light of the above foregoing observations, this Authority notes that the Complainant is entitled for relief as mentioned in the main complaint under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which reads as follows:

“(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:”

25. Therefore, under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, a promoter is bound to return the amount received from an allottee, along with interest at the prescribed rate and compensation, in the event that the promoter fails to complete or is

unable to give possession of the apartment, plot, or building as per the terms of the Agreement of Sale dated 16.09.2022.

26. In the present case, the Respondent, having received the full sale consideration towards the Scheduled property without initiating construction, has evidently failed to perform its statutory obligations as promoter. Consequently, the Complainant is entitled to a refund of the amount paid along with interest as stipulated under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, which prescribes that the rate of interest payable by the promoter to the allottee shall be the State Bank of India's highest Marginal Cost of Lending Rate (MCLR) plus 2% per annum.

27. Therefore, this Authority holds that the Complainant is entitled to a refund of the entire sum of ₹28,23,498/- (Rupees Twenty-Eight Lakhs twenty-three thousand four hundred and ninety-eight only) paid towards the purchase of the Scheduled property as has been acknowledged in the Agreement of Sale dated 16.09.2022, along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's highest MCLR + 2% per annum, calculated from the respective dates of payment made by the Complainant until the date of actual refund by the Respondent. However, as has been already established, due to Complainant's failure to furnish the records for an amount of Rs. 1,80,300/- (Rupees One Lakh Eighty Thousand Three Hundred Only) claimed to have been paid on 26.02.2023, to register the undivided share of land this Authority holds that the Complainant is not entitled to a refund of the said amount.

28. In view of the above findings, this Authority is of the considered that the Complainant is entitled to the relief sought, refund of the entire sale consideration with applicable interest.

29. Hence, Point II is answered in the affirmative.

E. Directions of the Authority

30. In accordance with the discussions made above, this Authority, vide its powers under Sections 37 and 38, issues the following direction to the Respondent:

- i) The Respondent No.1 is directed to refund the entire amount of Rs. 28,23,498/- (Rupees Twenty-Eight Lakhs Twenty-Three Thousand Four Hundred and Ninety-Eight only) along with interest at the rate of 10.70% per annum (SBI MCLR of 8.70% + 2%) calculated from the date of Agreement of Sale i.e.16.09.2022 made

by the Complainant until the date of actual refund by the Respondent. The said refund together with interest shall be made within thirty (30) days from the date of this Order.

31. Failing to comply with the above said direction by Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

32. In view of the above, the present complaint is disposed of. No order as to costs.

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

