

**BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY**

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

**Dated: 8<sup>th</sup> April 2026**

**Corum: Dr. N. Satyanarayana, IAS (Retd.), Hon'ble Chairperson  
Sri Laxmi Narayana Jannu, Hon'ble Member  
Sri K. Srinivasa Rao, Hon'ble Member  
COMPLAINT NO.151 OF 2024**

**Between**

**Thattipalli Shankar Babu,**

R/o. 6-10-89, Ganesh Basthi,

Kothagudem, Khammam- 507101.

**...Complainant**

**AND**

1. **Sri. N V Subba Rao,**  
Rep. by its GPA Holder,  
M/s. Shreemukh Namitha Homes Pvt. Ltd.,  
R/o. Plot No. 1224, Road No. 62, Jubilee Hills  
Hyderabad, Telangana- 500033.
2. **Smt. Gokaraju Sita Devi,**  
R/o. F Block- 802, Trendset Winz Apartment,  
Nanakramguda, Hyderabad- 500032.
3. **M/s. Namitha Builders,**  
Rep. by its Partner, Sri. K. Srikanth,  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta,  
Hyderabad, Telangana- 500082.
4. **M/s. Shreemukh Namitha Homes Private Ltd.**  
Rep. by its Directors, Sri. K. Srikanth and  
Mr. Vijay Kumar,  
Office at Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
5. **Sri. K. Srikanth,**  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
6. **Mr. Vijay Kumar,**  
R/o. Villa No. 32, Luxura Greens,  
Opp: Kendriya Vidyalaya,  
New Bowenpally, Secunderabad,  
Telangana – 500011.

**... Respondents**

**COMPLAINT NO.152 OF 2024**

**Between**

**Sri Thatipalli Rohith**

R/o. 6-10-88, Ganesh Basthi,

Kothagudem, Khammam- 507101.

...Complainant

AND

1. **Sri. N V Subba Rao,**  
Rep. by its GPA Holder,  
M/s. Shreemukh Namitha Homes Pvt. Ltd.,  
R/o. Plot No. 1224, Road No. 62, Jubilee Hills  
Hyderabad, Telangana- 500033.
2. **Smt. Gokaraju Sita Devi,**  
R/o. F Block- 802, Trendset Winz Apartment,  
Nanakramguda, Hyderabad- 500032.
3. **M/s. Namitha Builders,**  
Rep. by its Partner, Sri. K. Srikanth,  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta,  
Hyderabad, Telangana- 500082.
4. **M/s. Shreemukh Namitha Homes Private Ltd.**  
Rep. by its Directors, Sri. K. Srikanth and  
Mr. Vijay Kumar,  
Office at Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
5. **Sri. K. Srikanth,**  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
6. **Mr. Vijay Kumar,**  
R/o. Villa No. 32, Luxura Greens,  
Opp: Kendriya Vidyalaya,  
New Bowenpally, Secunderabad,  
Telangana – 500011.

... Respondents

COMPLAINT NO.153 OF 2024

Between

**Smt. Radhika Thatipalli,**  
R/o. Flat No. 807, Block 2B,  
SMR Vinay City Bollaram Road,  
Opp: Naren Gardens, Miyapur,  
Telangana – 500049.

...Complainant

And

1. **Sri. N V Subba Rao,**  
Rep. by its GPA Holder,  
M/s. Shreemukh Namitha Homes Pvt. Ltd.,  
R/o. Plot No. 1224, Road No. 62, Jubilee Hills  
Hyderabad, Telangana- 500033.
2. **Smt. Gokaraju Sita Devi,**  
R/o. F Block- 802, Trendset Winz Apartment,  
Nanakramguda, Hyderabad- 500032.
3. **M/s. Namitha Builders,**  
Rep. by its Partner, Sri. K. Srikanth,  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,

Dwarkapuri Colony, Punjagutta,  
Hyderabad, Telangana- 500082.

4. **M/s. Shreemukh Namitha Homes Private Ltd.**  
Rep. by its Directors, Sri. K. Srikanth and  
Mr. Vijay Kumar,  
Office at Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
5. **Sri. K. Srikanth,**  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
6. **Mr. Vijay Kumar,**  
R/o. Villa No. 32, Luxura Greens,  
Opp: Kendriya Vidyalaya,  
New Bowenpally, Secunderabad,  
Telangana – 500011.

... Respondents

**COMPLAINT NO.154 OF 2024**

**Smt. Gande Sowmya,**

R/o. H No.: 5-5-62,

Kooliline, Kothegeudem,

Kothegeudem Colls, Khammam,

Telangana – 507101.

...Complainant

**AND**

1. **Sri. N V Subba Rao,**  
Rep. by its GPA Holder,  
M/s. Shreemukh Namitha Homes Pvt. Ltd.,  
R/o. Plot No. 1224, Road No. 62, Jubilee Hills  
Hyderabad, Telangana- 500033.
2. **Smt. Gokaraju Sita Devi,**  
R/o. F Block- 802, Trendset Winz Apartment,  
Nanakramguda, Hyderabad- 500032.
3. **M/s. Namitha Builders,**  
Rep. by its Partner, Sri. K. Srikanth,  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta,  
Hyderabad, Telangana- 500082.
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Mr. Vijay Kumar,  
Office at Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
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R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
6. **Mr. Vijay Kumar,**

R/o. Villa No. 32, Luxura Greens,  
Opp: Kendriya Vidyalaya,  
New Bowenpally, Secunderabad,  
Telangana – 500011.

... Respondents

**COMPLAINT NO.155 OF 2024**

**Between**

**Sri. Gande Venkata Sathyanarayana,**  
R/o. H. No.: 2-22-299, ISS VS Plot No. 18,  
Bhagyanagar Co-operative Society,  
Opp: Prathima Hospital, KPHB Colony,  
Hyderabad, Telangana- 500072.

...Complainant

**AND**

1. **Sri. N V Subba Rao,**  
Rep. by its GPA Holder,  
M/s. Shreemukh Namitha Homes Pvt. Ltd.,  
R/o. Plot No. 1224, Road No. 62, Jubilee Hills  
Hyderabad, Telangana- 500033.
2. **Smt. Gokaraju Sita Devi,**  
R/o. F Block- 802, Trendset Winz Apartment,  
Nanakramguda, Hyderabad- 500032.
3. **M/s. Namitha Builders,**  
Rep. by its Partner, Sri. K. Srikanth,  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta,  
Hyderabad, Telangana- 500082.
4. **M/s. Shreemukh Namitha Homes Private Ltd.**  
Rep. by its Directors, Sri. K. Srikanth and  
Mr. Vijay Kumar,  
Office at Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
5. **Sri. K. Srikanth,**  
R/o. Flat No. 1B, 6-3-34, Nivee Pradham,  
Dwarkapuri Colony, Punjagutta, Hyderabad – 500082.
6. **Mr. Vijay Kumar,**  
R/o. Villa No. 32, Luxura Greens,  
Opp: Kendriya Vidyalaya,  
New Bowenpally, Secunderabad,  
Telangana – 500011.

... Respondents

**TGRERA PROJECT REGISTRATION NO: P024000009888**

**COMMON FINAL ORDER**

The present captioned complaints, came up for hearing before this Authority in the presence of the Counsel for the Complainants Sri Drupad Sanghvi, the Counsel for Respondents 1 & 2 Sri Naga Deepak, the Counsel Sri Ekant Hiranandani for Respondents 3, 4, & 5, Sri Rajashkar Reddy representing Respondent 6 Upon hearing arguments presented by the respective Counsels, this Authority hereby passes the following ORDER:

2. The present set of complaints have been filed under Section 31 of the Real Estate (Regulation and 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 TG RE(R&D) Rules”), seeking appropriate directions and reliefs against the Respondent in respect of the project in question. The case of the complainants in all the complaints is on similar grounds. Similarly, the stand taken by the Respondent in their counters is also same. Therefore, for the sake of the convenience and to avoid repetitions the pleadings from the Complaint No.151/2024 is referred below.

**A. Unit Project Related Details:**

S. No.	Heads	Information
1	Promoter-project name	Namitha Builders - “NAMITHA 360 LIFE
2	Project area	14984.64 sq. yards
4	GHMC Approval	Approved on 30.05.2019 in File No. 76019/28/04/2016/HO and Permit No. 53550/HO/WZ/Cir-12/2016
5	RERA Registration	P024000009888
6	Situated	Izzatnagar village, Serilingampally mandal, GHMC, Ranga Reddy District

**B. Brief Facts and Submissions of the Complainant Association are as follows:**

3. The complainants herein have registered their association and within the meaning of section 2(zg) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the RE(R&D) Act), and the Respondent is the Promoter/Developer within the meaning of Section 2(zk) of the RE(R&D) Act. The Respondent is registered as the promoter of the Project namely “NAMITHA 360 LIFE” under section 5 of the RE(R&D) Act bearing Project Registration no: P024000009888 (hereinafter referred to as the “said project”). The said project is a residential project wherein the development rights of the said project are of the Respondent.

4. The complainants are the allottees with a common interest in the project, namely Namitha 360 Life located at Sy No. 12/Part and 13/Part situated at Izzatnaagar Village, Serilingampally Mandal, Serilingampally Circle, Greater Hyderabad Municipal Corporation, Ranga Reddy District, Telangana. his project was undertaken by M/s. Shreemukh Namitha Homes Private Ltd.,

5. This is a project with a sanctioned plan approved by the Municipal Corporation GHMC ON 30.05.2019 IN File No. 76019/28/04/2016/HO and Permit No. 53550/HO/WZ/Cir-12/2016 for construction of residential project comprising of 2-cellar+3 stilt and 25 upper floors.

6. The present batch of complaints, being C.C. Nos. 151 to 155 of 2024, arises out of purported Agreements of Sale (“AOS”) executed by M/s. Shreemukh Namitha Homes Pvt. Ltd. (Respondent No. 4, hereinafter referred to as “the Company”) in favour of the respective complainants. The said Agreements of Sale are stated to have been executed on 24.06.2020 in respect of C.C. Nos. 151 and 152 of 2024, on 05.12.2020 in respect of C.C. Nos. 153 and 154 of 2024, and on 01.02.2021 in respect of C.C. No. 155 of 2024. The Agreements of Sale are alleged to have been signed by Mr. K. Srikanth, Managing Director (Respondent No. 5), and Mr. Vijay Kumar, Ex-Director (Respondent No. 6), on behalf of the Company. Under the said agreements, residential flats bearing Nos. 1008 (C.C. No. 151/2024), 908 (C.C. No. 152/2024), 1104 (C.C. No. 153/2024), 1105 (C.C. No. 154/2024), and 1508 (C.C. No. 155/2024) were purportedly allotted to the complainants in the proposed residential project known as “Namitha 360Life”, situated at Sy. Nos. 12/Part and 13/Part, Izzatnagar Village, Serilingampally Mandal, R.R. District, Telangana.

7. It is further submitted by the complainants that a Development Agreement-cum-General Power of Attorney (DAGPA) was executed on 13.10.2015 by Respondents No. 1 to 3 in favour of the Company, which is annexed as Annexure 3. On the same date, the Company also purchased an extent of 1500 square yards of land under Document No. 13303/2015. Subsequently, on 09.04.2018, a second Development Agreement-cum-GPA was executed by Respondents No. 1 to 3 in favour of Respondent No. 4 Company in respect of additional land, which is annexed as Annexure R4.

8. It is submitted that thereafter, a Supplementary Agreement dated 18.10.2021 was entered into between Respondent No. 4 Company and Respondents No. 1 to 3, which is marked as Annexure R6. Further, the Company entered into a second Supplementary Agreement dated 06.05.2024, annexed as Annexure R7, wherein specific residential units were earmarked and allotted between the landowners and the developer, namely Respondent No. 4 Company, towards their respective shares in the project.

9. It is submitted by the complainants that Respondent No. 4 Company was incorporated on 19.08.2015. Respondent No. 5 was appointed as the Managing Director on 21.07.2016, and Mr. Rajiv Kumar Agarwal was inducted as a Director on 27.08.2015. Subsequently, on 03.09.2016, Mr. Yerram Vijay Kumar (Respondent No. 6) and Mr. Chaitanya Tej were appointed as Directors by way of a Board Resolution. It is further submitted that Respondent No. 6 failed to bring in the promised investment of Rs. 30 crores as contemplated under a Memorandum of Understanding

dated 17.08.2016. Respondent No. 5 and Respondent No. 6 continued to act as Directors of the Company along with others until Respondent No. 6 retired in the ordinary course on 30.11.2021. Thereafter, the day-to-day affairs of the Company have been managed by Respondent No. 5 and other continuing directors.

10. It is submitted that the Respondent No. 4 Company applied for and obtained building permission for construction of a multi-storeyed residential complex comprising of 2 cellars, 3 stilt floors, and 25 upper floors. The said permission was granted by the Greater Hyderabad Municipal Corporation (GHMC) vide Permit No. 53550/HO/WZ/Cir-12/2006, File No. 76019/2016/HO dated 30.05.2019, which is annexed as Annexure R9. The project was thereafter registered under the Real Estate (Regulation and Development) Act with RERA vide Registration No. P0200000988 dated 04.07.2019, annexed as Annexure R8.

11. It is submitted by the complainants that Respondent No. 6 has illegally and fraudulently been representing himself as a Director of the Company with an intention to defraud the Company and its stakeholders. Owing to the fraudulent and dishonest acts committed by Respondent No. 6, Respondent No. 4 Company, represented by Respondent No. 5, lodged a complaint before the Central Crime Station, Hyderabad. Pursuant thereto, an FIR bearing No. 136/2023 dated 15.04.2023 came to be registered against Respondent No. 6 for acts of cheating, acting in adverse interest of the Company, and misappropriation of Company funds to the tune of approximately Rs. 67 crores, by fraudulently receiving amounts from customers into his personal bank account.

### ***C. Relief(s) Sought***

a) To direct the Respondents to execute the Registered Sale Deed of the respective apartment "NAMITHA 360 LIFE" Flat Nos. 1008- CC 151/2024, 908- CC 152/2024, 1104- CC 153/2024, 1105- CC 154/2024, 1508- CC 155/2024, with a saleable area of 3700 Sq. Ft. (which is inclusive of balconies and 28% common area) together with 51 Sq. Yards of undivided share of land, with two car parking slots in Sy. No. 12/part and 13/part situated at Izzatnagar village, Serilingampally Mandal, Serilingampally Circle, Greater Hyderabad Municipal Corporation, Ranga Reddy District, Telangana.

- b) Hand over the possession of the Developed Unit along with the monthly payment of delayed possession charges from 23.06.2023 up to date of handover of possession after obtaining the Occupancy Certificate (Sought as prayer only in CC 151, 153, 154 OF 2024).

**D. Interim Order:**

- a) To direct the Respondents not to alienate the Schedule B Property to any third parties or enter into any agreement or create any third party interests in respect of the Schedule B Property during the pendency of the present complaint.
- b) To pass such other order or orders as may be deemed fit by the Authority.

**E. Counter on behalf of Respondent No. 1 to Respondent No. 3:**

12. At the outset, all the contents, averments, allegations, and submissions made in the complaint are denied in toto, save and except those which are specifically and expressly admitted herein. It is further clarified that each of the defences raised herein is without prejudice to one another, and the mere raising of one defence at any stage shall not be construed as a waiver or abandonment of any other defence available to the respondents in law or on facts.

13. It is submitted that the present complaint has been filed by the complainant seeking a direction against the respondents to execute a registered sale deed in respect of a residential apartment situated in the project “NAMITHA 360LIFE”, located at Sy. Nos. 12/Part and 13/Part of Izzatnagar Village, Serilingampally Mandal, R.R. District, Telangana.

14. It is submitted that, in effect, the relief sought by the complainants is of specific performance of the alleged Agreement of Sale dated as following:

S. No.	Complainant	Flat No.	Floor	Agreement of Sale
1.	CC No. 151/2024	1008	10 <sup>th</sup>	24.06.2020
2.	CC No. 152/2024	908	9 <sup>th</sup>	24.06.2020
3.	CC No. 153/2024	1508	15 <sup>th</sup>	01.02.2021
4.	CC No. 154/2024	1105	11 <sup>th</sup>	05.12.2020
5.	CC No. 155/2024	1104	11 <sup>th</sup>	05.12.2020

15. Prior to approaching this Hon’ble Authority, the complainant in Complaint No. 152/2024 had already instituted O.S. No. 201 of 2023, Complaint No. 153/2024 already instituted O.S. No. 200 of 2023, Complaint No. 154/2024 already instituted O.S. No. 202 of 2023, Complaint No. 155/2024 had already instituted O.S. No. 204 of 2023 before the Court of the Principal District Judge, R.R. District at Kukatpally, seeking specific performance of the very same Agreement of

Sale as dated in the table above. The said suit was subsequently withdrawn by the complainant with liberty to avail appropriate remedies in accordance with law.

16. It is submitted that a perusal of the entire complaint would reveal that the complainant has not made even a single allegation alleging violation of any provision of the Real Estate (Regulation and Development) Act, 2016. In the absence of any such allegation, the present complaint is not maintainable in law. It is submitted that the RERA Act has been enacted to protect the interests of homebuyers and that this Hon'ble Authority has been constituted only to examine and adjudicate upon violations of the provisions of the RERA Act. In the absence of any pleading or allegation with regard to violation of the RERA Act, the complaint is liable to be dismissed at the threshold without any further enquiry.

17. It is submitted that the entire dispute in the present case revolves around the validity and enforceability of the alleged Agreement of Sale dated as per the table above in each complaint, which forms the sole basis of the complainant's claim. It is submitted that the said Agreement of Sale was not executed by persons having valid authority to do so. The Agreement of Sale purports to have been executed by M/s. Shreemukh Namitha Homes Pvt. Ltd., being Respondent No. 4, and is shown to have been signed by Respondents Nos. 5 and 6. However, as on the date of execution of the said Agreement of Sale, the persons who executed the same had no authority whatsoever. It is submitted that under a development agreement, the respective shares of the landowners and the developer get demarcated only upon execution of a registered supplementary agreement. In the absence of any such registered supplementary agreement, Respondent No. 4 admittedly had no right, title, or interest to convey, transfer, or create any third-party rights in respect of the land covered under the development agreement, much less in respect of a residential flat. Consequently, the Agreement of Sale of each complainant, having been executed without authority, is void and unenforceable, and the present complaint founded upon such an agreement is liable to fail.

18. It is respectfully submitted that the alleged Agreement of Sale of each complainant herein has admittedly not been executed or signed by Respondents Nos. 1, 2, and 3, who are the vendors and landowners. In the absence of execution by the vendors, the said Agreement of Sale is invalid in law and does not convey any valid or enforceable right, title, or interest in favour of the complainant.

19. It is submitted that the Agreement of Sale dated 24.06.2020 is not supported by any valid consideration. Though the Agreement of Sale mentions a total sale consideration of:

1. Rs. 1,29,50,000/- In Complaint No. 151/2024
2. Rs. 1,29,50,000/- In Complaint No. 152/2024
3. Rs. 1,15,50,000/- In Complaint No. 153/2024
4. Rs. 1,29,50,000/- In Complaint No. 154/2024
5. Rs. 1,48,00,000/- In Complaint No. 155/2024

The body of the agreement is conspicuously silent as to the manner, mode, and timeline for payment of the said consideration. Further, while Schedule 'C' of the Agreement states that the entire sale consideration has been received, the agreement is self-contradictory and fails to disclose how or when such consideration was allegedly paid.

20. It is submitted that, in purported support of the alleged payment of sale consideration, the complainants have annexed bank account statements and the said amounts neither represent the entire alleged consideration nor can they, by any stretch of imagination, be treated as payments made pursuant to the respective Agreement of Sale.

21. It is submitted that on the date of such alleged transfers in Complaint No. 155/2024, Respondent No. 4 had not even entered into a development agreement, and therefore the said amounts cannot be construed as valid consideration for the alleged Agreement of Sale. It is further submitted that any amount allegedly paid in the year 2015 is clearly barred by limitation and cannot be sought to be recovered after a lapse of three years, much less be projected as consideration for an agreement entered into in the year 2020.

22. It is further submitted that none of the alleged payments relied upon by the complainants are in accordance with Clause 2 of their respective Agreements of Sale. In fact, the said payments are not even shown to have been made by the complainants. It is further submitted that the very same payment receipts have also been relied upon in other complaints as well, thereby clearly demonstrating that the complainant is playing a fraud upon the respondents as well as this Hon'ble Authority by duplicating and reusing the same payment receipts in multiple proceedings.

23. It is further submitted that the respective Agreements of Sale is invalid in every Complaint for yet another reason, namely, that the said agreement does not bear the signature of any attesting witness. It is submitted that Section 68 of the Indian Evidence Act, 1872, now replaced by Section 67 of the Bharatiya Sakshya Adhinyam, 2023, mandates that a document which is required by law to be attested and which is not so attested cannot be received in evidence. On this ground as well, the respective Agreements of Sale is invalid and unenforceable.

24. It is submitted that all the Agreements of Sale is also unregistered and insufficiently stamped. The complainant is attempting to play a fraud upon the State by seeking to indirectly

enforce an unregistered and insufficiently stamped agreement by invoking the jurisdiction of this Hon'ble Authority. It is submitted that under Section 17 of the Registration Act, 1908, an Agreement of Sale is compulsorily registerable, and Section 49 thereof categorically provides that an unregistered document affecting immovable property shall not be received in evidence of any transaction affecting such property. The limited exception carved out under law permits such a document to be received only as evidence of a contract in a suit for specific performance. The present proceedings before this Hon'ble Authority cannot, by any stretch of imagination, be equated to a civil suit. Consequently, all the respective Agreement of Sale cannot be looked into for any purpose whatsoever.

25. It is further submitted that as per Schedule I-A of the Indian Stamp Act, as applicable to the State of Telangana, stamp duty is payable on an Agreement of Sale. In the absence of payment of the requisite stamp duty, the said document is liable to be impounded. Section 33 of the Indian Stamp Act, 1899, as applicable to the State of Telangana, casts a mandatory obligation upon this Hon'ble Authority to impound every Agreement of Sale. It is further submitted that an insufficiently stamped document is inadmissible in evidence.

26. It is submitted that in order to circumvent and avoid the aforesaid legal impediments, the complainants withdrew their respective civil suits and have now approached this Hon'ble Authority by filing the present complaint, thereby indulging in fraud with an intent to secure interim reliefs. It is submitted that the complainants withdrew the respective civil suits only after failing to obtain any interim order therein.

27. It is further submitted that the present complaints have been filed by the complainants in collusion with Respondent No. 6, who has been expelled from the Respondent No. 4 Company, with a mala fide intention to harass the respondents and misuse the process of law.

28. It is respectfully submitted that the provisions of the Real Estate (Regulation and Development) Act, 2016 have been enacted with the object of protecting innocent homebuyers and for adjudication of complaints pertaining to violations of the provisions of the said Act. In the present case, where there is absolutely no violation of any provision of the RERA Act and where the very validity of the alleged Agreement of Sale is under serious dispute, it is submitted that this Hon'ble Authority ought not to entertain the present complaint, as doing so would set an erroneous and undesirable precedent, particularly at a nascent stage in the evolution and implementation of the RERA Act.

***F. Counter on behalf of Respondent No. 4 and Respondent No. 5:***

29. The present complaint is barred by law and is not maintainable, as the complainant is not entitled to seek any relief before this Hon'ble Tribunal in the absence of payment of the requisite consideration towards the Complaint Schedule Property. It is submitted that the complainants have neither paid the agreed sale consideration nor complied with the condition of payment of 90% of the consideration for seeking registration of the sale deed in respect of the subject flat, and on this ground alone, the present complaint is liable to be rejected.

30. It is submitted that the complainant has utterly failed to show or establish, by way of any credible documentary evidence, that the entire sale consideration as alleged in the complaints have been paid. In the absence of proof of payment of consideration, the complaint is devoid of merit and is liable to be dismissed in limine.

31. It is submitted that the alleged Agreement of Sale of the respective Complainants are invalid and have been fraudulently brought into existence by Respondent No. 6 in collusion with the complainant, with a view to defraud Respondents Nos. 4 and 5. It is submitted that Respondent No. 4 was induced by Respondent No. 6 to sign the said Agreement of Sale on the false pretext that Respondent No. 6 would transfer the alleged consideration amounts of each Complainant, as reflected in the Agreement of Sale, into the bank account of Respondent No. 4 Company. It is submitted that no such amount was ever transferred into the bank account of Respondent No. 4 Company either by the complainant or by Respondent No. 6. There has been absolutely no transfer of consideration by the complainants to Respondent No. 4 Company in respect of the Complaint Schedule Flat. Hence, the present complaint has been filed only with the intent to cause wrongful loss to Respondent No. 4 Company and to tarnish the reputation of its project.

32. It is submitted that since the very validity of the alleged Agreement of Sale of each Complainant is in serious dispute and the entire transaction is alleged to be vitiated by fraud committed by Respondent No. 6 in collusion with the complainant, the issues involved cannot be adjudicated in a summary manner. The dispute raises complex and disputed questions of fact which require a full-fledged trial. It is therefore respectfully submitted that this Hon'ble Tribunal, which is empowered only to conduct an inquiry under the RERA framework and not to undertake a detailed civil trial, lacks jurisdiction to adjudicate upon the validity of the alleged Agreement of Sale and the disputed transaction. On this ground also, the present complaint is not maintainable and is liable to be dismissed in limine.

33. It is submitted that the complainant had earlier approached the Court of the Hon'ble Principal District Judge at Kukatpally by filing various suits as has been detailed in the counter submitted by Respondent No. 1 to Respondent No.3, seeking specific performance of the Agreement of Sale of each Complainant, which is the very same relief sought in the present complaints. Upon failing to secure any interim relief in the said suit, the complainant withdrew the suit with liberty to avail remedies under law. The said withdrawal was challenged by Respondent No. 4 before the Hon'ble High Court in C.R.P. Nos. 2555, 2557, 2559, 2561 and 2577 of 2024. The Hon'ble High Court, by order dated 27.09.2024, was pleased to observe that "if objections relating to maintainability and jurisdiction are raised, it would be incumbent upon the Authority under the RERA Act to duly deliberate and decide such issues". In view of the categorical objection raised by Respondents Nos. 4 and 5 regarding maintainability and lack of jurisdiction, it is submitted that this Hon'ble Tribunal ought to decide the issue of maintainability as a preliminary issue and dismiss the present complaint accordingly.

34. It is pertinent to submit that the complainants and Respondent No. 6 have had prior financial dealings, which have been deliberately suppressed before this Hon'ble Tribunal. The present complaints have been filed at the behest of Respondent No. 6 with a mala fide intention to wrongfully gain at the expense of Respondent No. 4 Company. This conduct clearly demonstrates the mala fides of the complainant and renders the present complaint liable to be dismissed.

35. It is submitted in the counter filed by Respondents in CC No. 152/2024 that total sale consideration was for an amount of Rs. 1,29,50,000/- and such complainant relied on transaction dated 08.09.2015 and contrary to the Complaint registered, stated that it was convinced in an inaugural offer that was after 2019 and allegedly purchased the flat by making outright payment. But, no such payment was made. In fact, there is no transaction between the Complainant and the Respondent No.4 Company. Complainant has annexed an account statement of SBI Bank dated 08.09.2015 for an amount of Rs. 24,36,000/- and Rs. 28,40,000/- but they cannot be considered as amount paid towards the sale consideration as it was made in the year 2015, since the Agreement of Sale was entered into in 24-06-2020.

36. It is submitted in the counter filed by the Respondents in CC No. 153/2024 and CC No. 154/2024 that they have failed to produce payment receipts and that the agreement of sale dated 05-12-2020 has no attesting witness and consequently the document is invalid. In CC No.

154/024 an amount of Rs. 1,29,50,000/- has not been paid towards the alleged total sale consideration amount.

37. It is submitted that the Complainant in CC No. 155/2024 has not provided any proof regarding the alleged transactions of Rs. 1,48,00,000/- towards the alleged Agreement of Sale into the Companies Account. It is submitted that the validity of Agreement of Sale dated 01.02.2021 is in question and the whole transaction has been fraudulently carried out by Respondent No.6 in collusion with the Complainant.

38. It is submitted that the Complainants have failed to produce the payment of sale consideration towards the suit schedule property as per clause 2.1 (Mode of Payment) of the alleged Agreement of Sale of each Complainant. The clause reads as:

*“Subject to the terms of the agreement and the Developer abiding by the Construction milestones, the Allottee shall make all payments on written demand by the Land Owner/Developer, within the stipulated time as mentioned in the payment plan (Schedule C) through A/c Payee cheque demand draft/bankers cheque or online payment (as applicable) in favour of ‘Shreemukh Namitha Homes Private Limited’ payable at Hyderabad.”*

39. Thus, as seen above the amount paid by the Complainants as per Annexure C4 has not been complied with the terms of the alleged agreement.

40. These averments are self-contradictory and mutually destructive. It is submitted that there has never been any transaction whatsoever between the complainants and Respondent No. 4 Company. The present complaint is nothing but an afterthought, filed with a mala fide intention to cause wrongful loss and irreparable damage to Respondent No. 4 Company. Even assuming, without admitting, that such payments were made, the same cannot constitute the alleged total sale consideration, nor can they be treated as payments made pursuant to the Agreement of Sale dated 24.06.2020. When the alleged transfers were made in 2015, Respondent No. 4 had not even entered into any development agreement. Therefore, the said amounts cannot be treated as valid consideration.

41. It is submitted that the power to grant interim orders under Section 36 of the RERA Act, 2016 arises only if, during an inquiry, this Hon'ble Tribunal is satisfied that the respondents have acted in contravention of the Act, Rules, or Regulations, and that such contravention is continuing or is about to be committed. In the present case, the complaints itself admit that the project has not yet been completed and that no occupancy certificate has been issued by the competent

authority. Moreover, no consideration has been paid by the complainants to Respondent No. 4 Company. In the absence of payment of consideration and issuance of an occupancy certificate, no direction for registration of a sale deed can be issued. It is further submitted that this Hon'ble Tribunal, by its common order dated 21.10.2024, has already passed an interim order restraining the respondents from creating third-party rights.

42. It is further submitted that Respondent No. 6, along with Mr. Rajiv Kumar Agarwal, has filed an application before the Hon'ble NCLT, Hyderabad on 02.02.2022 under Section 241 of the Companies Act, 2013, bearing C.P. No. 10/241/HDB/2022, against Respondent No. 4 Company and its directors, which is pending adjudication. The pendency of the said proceedings further demonstrates the mala fide and motivated nature of the present complaint.

43. It is also submitted that Respondent No.6 being a 25% shareholder in Respondent No.4 Company promised to contribute 25% of investment of the Project and also entered into MoU dated 17.08.2016 to invest an amount of Rs. 30 crores in the Project. Respondent No. 6 failed to contribute his part of the share in the Respondent No.4 Company but resorted to get the amount from the Complainants and others and they made investment on behalf of Respondent No.6. In the Assessment year 2016-2017 Respondent No.6 has himself declared the amount received from the Complainant under the head of 'unsecured loan' while filing the Income Tax returns. This clearly shows that the amount paid by the complainants are for purposes of this business investments on behalf of Respondent No.6 and it must be noted that in all proceedings instituted against such Respondent No.6 he has declared the amounts received from the Complainants as investment made by hi, in Respondent No.4 Company. Therefore, Respondent No. 6 has abused his position as a Director in the Respondent No.4 Company and fraudulently conducted pre-launch events and executed several agreements of sale some of which are impugned in the present Complaints.

#### ***VI. Counter on behalf of Respondent No.6***

44. It is submitted that a Memorandum of Understanding dated 17.08.2016 was entered into between the Respondent, Mr. Yerram Vijay Kumar, Mr. K. Srikanth, and Ms. Namitha Chiluvuri in relation to the real estate project known as "Namitha 360 Life" proposed to be developed on land admeasuring approximately 15,000 square yards situated at Izzat Nagar Village, Serilingampally Mandal, Ranga Reddy District. Under the said understanding, it was agreed that the project, including profits, control, and responsibilities, would be shared equally between the parties in the ratio of 50:50. However, subsequent actions of Mr. K. Srikanth clearly indicate that

he acted with malafide intent to usurp control over the project and manipulate the company structure for his personal gain.

45. It is submitted that M/s. Sreemukh Namitha Homes Pvt. Ltd. was incorporated on 19.08.2015 with Mr. K. Srikanth and Ms. Namitha Chiluvuri as the initial directors. Mr. Rajiv Kumar Agarwal, Vice Chairman of Vasavi Group, was inducted as a promoter-director on 27.08.2015, and Respondent No. 6 was appointed as an additional director on 23.11.2015. Subsequently, my appointment was declared void on 27.06.2016 through actions orchestrated by Mr. K. Srikanth, with the sole intention of consolidating control over the company and excluding me from decision-making.

46. It is further submitted that the Articles of Association of the company were altered on 22.08.2016 and the authorised share capital was increased from Rs. 1 crore to Rs. 2 crores on 08.09.2016. Respondent No.6 was allotted 3,33,000 equity shares, thereby holding 25% shareholding in the company. However, these corporate actions were carried out without proper notice to all directors and shareholders. Respondent No.6 was deliberately misled regarding the true governance structure of the company, which was part of a larger scheme adopted by Mr. K. Srikanth to limit my control and entrench his dominance.

47. It is submitted that in January 2019, reposing complete trust in Mr. K. Srikanth, Respondent along with my wife, Mrs. Yerram Vanitha, extended personal guarantees and offered our personal property as collateral to secure a construction finance facility of Rs. 40 crores sanctioned by IIFL Home Finance Limited on 29.06.2018. The company executed a registered Memorandum of Deposit of Title Deeds in favour of IIFL Home Finance Limited vide Document No. 19542/2018. In addition, they invested approximately Rs. 10 crores into the project. Unfortunately, Mr. K. Srikanth abused this trust by diverting company funds for personal use, severely hampering the progress of the project and jeopardising the interests of customers.

48. It is submitted that despite the original understanding of equal control, Mr. K. Srikanth, by adopting malafide means, further altered the Articles of Association in an Extraordinary General Meeting held on 02.11.2021. Consequent thereto, both the Respondent and Mr. Rajiv Kumar Agarwal were wrongfully excluded from the Board in the Annual General Meeting held on 30.11.2021. Board meetings were manipulated and fabricated to prevent our reappointment, despite our eligibility, with the sole objective of consolidating unilateral control.

49. It is submitted that Mr. K. Srikanth further issued non-voting preference shares to unfairly dilute my influence in the company, contrary to the spirit of the MOU. His conduct reveals a

deliberate intention to cheat not only his partners but also the customers of the project. He siphoned off project funds for personal benefit, thereby damaging the reputation of the company and eroding the trust associated with the Vasavi and Shreemukh brands, while falsely portraying the appointments of other directors as illegal.

50. It is submitted with deep anguish that what was projected as a partnership based on trust was, in reality, a calculated scheme of deception. The actions of Mr. K. Srikanth were not inadvertent but deliberate and malicious, aimed at defrauding both his partners and the numerous homebuyers who invested their life savings in the “Namitha 360 Life” project. His acts of fund siphoning, manipulation of corporate governance, and obstruction of project execution have gravely prejudiced all stakeholders.

51. It is submitted that, given the magnitude of investments and the number of customers involved, every possible effort was made to safeguard the project and protect the interests of homebuyers. Formal requests were made seeking disclosure of books of accounts, CA certificates, engineer and architect certificates, and statutory filings made with RERA, GST, and Income Tax authorities. These documents were essential for ensuring transparency and compliance. However, despite repeated requests, none of these documents were ever furnished, thereby deepening mistrust and exacerbating the concerns of customers.

52. It is submitted that representations were made to the Sub-Registrar, Kukatpally, on 19.01.2022 and again on 04.05.2022, informing the authorities that, as per the MOU, all project-related documents were required to be signed jointly by Mr. K. Srikanth and the Respondent, and that no document executed by a single individual should be entertained. These communications were made to prevent further mismanagement and illegal alienation of project units. The Sub-Registrar was also apprised of pending legal proceedings, including CP No. 10 of 2022 before the Hon’ble NCLT, Hyderabad, and civil suits before competent courts at Kukatpally.

53. It is submitted that the XV Additional District and Sessions Court, Kukatpally, granted an ad interim injunction on 26.04.2022 restraining Respondents Nos. 1 to 5, including the company and its directors, from executing or registering sale deeds in favour of third parties. Public notices were also issued on 25.01.2022 and 29.05.2022 cautioning the public against dealing with the company or its directors in relation to the project. Despite these measures, the Sub-Registrar expressed inability to halt registrations without specific court orders, further complicating efforts to protect stakeholders.

54. It is submitted that the allegation made by Respondent No. 4 that the Agreement of Sale dated 05.12.2020 was improperly handed over to the complainant by me in collusion is false, baseless, and intended to mislead this Authority. The said Agreement of Sale was duly signed by both Mr. K. Srikanth, in his capacity as Managing Director, and the Respondent, in accordance with standard procedure. The agreement expressly acknowledges receipt of 100% sale consideration. It is astonishing that after more than three years, the company has raised allegations of non-payment through a notice dated 25.08.2023. This belated claim directly contradicts the contractual record and exposes the malafide intent of Respondent No. 4 to evade execution of sale deeds and harass both the complainant and the Respondent No.6.

55. It is submitted that these false allegations have resulted in severe mental agony, harassment, and unnecessary litigation, adversely affecting the complainant and damaging my reputation, while also hindering smooth execution of the project. Such conduct reflects deliberate attempts to mislead authorities and defeat legitimate rights. Flow of Activities with ROC in Shreemukh Namitha Homes Private Limited.

<b>Activities</b>	<b>Date</b>
Certificate of Incorporation; First Directors – Kaneeboina Srikanth (10,000 shares), Namitha Chiluvuru (90,000 shares); Authorised Share Capital Rs.1,00,00,000	19-08-2015
Appointment of Siva Krishna & Narayana (Statutory Auditor)	19-08-2015
Appointment of Rajiv Agarwal (Promoter)	27-08-2015
Appointment of Yerram Vijay Kumar (Additional Director)	23-11-2015
Cessation of Yerram Vijay Kumar stating appointment void ab initio	27-06-2016
Allotment of 9,00,000 equity shares to K. Srikanth	30-06-2016
Appointment of K. Srikanth as Managing Director	21-07-2016
Adoption of new set of Articles (Alteration of Articles)	22-08-2016
Appointment of Yerram Vijay Kumar and Chaitanya Tej as Directors	03-09-2016
Increase of Authorised Share Capital to Rs.2,00,00,000; Alteration of MOA	08-09-2016
Allotment of 3,33,300 equity shares to Yerram Vijay Kumar	09-09-2016
Charge created by IIFL for Rs.40,00,00,000	17-08-2018
Charge created by HDFC for Rs.60,36,538	01-06-2019
Authorisation to K. Srikanth and Yerram Vijay Kumar for signing documents	29-11-2019
Charge created by ICICI for Rs.51,55,532	21-12-2020
Appointment of Uma Maheswari Chiluvuru as Additional Director	31-07-2021
Appointment of K. Srikanth as MD for five years	07-10-2021
Alteration of Articles – MD alone authorised to represent	02-11-2021

Appointment of Vanitha Yerram and Kaleshwar Vaasgi as Directors	01-12-2021
Cessation of Yerram Vijay Kumar and Rajiv Kumar Agarwal as Directors	30-11-2021

56. It is submitted that the complainant has suffered immense hardship by being drawn into avoidable litigations, causing significant mental and psychological distress. Any further delay or unnecessary proceedings would only aggravate the suffering of the complainant and other homebuyers.

57. It is therefore submitted that, in the given circumstances, recourse to this Hon'ble Authority has become inevitable for redressal of grievances. This Hon'ble Authority is vested with the jurisdiction to address the serious irregularities, restore transparency, and ensure justice. It is humbly prayed that this Hon'ble Authority take note of the gravity of the situation and pass appropriate orders in the interest of justice and protection of innocent stakeholders.

***G. Rejoinder filed by the Complainants in reply to the Counter Affidavit Filed by the Respondent Nos. 1 to 3:***

58. The contention that the present complaint is in the nature of a mere suit for specific performance of the Agreement of Sale of each Complainant is wholly incorrect and is expressly denied. The present proceedings have been initiated by invoking a statutory remedy under the Real Estate (Regulation and Development) Act, 2016, owing to the failure of the respondents to discharge their statutory and contractual obligations arising out of a registered real estate project. The respondents have failed to deliver possession and to honour the commitments made to the complainant as disclosed before the Telangana RERA Authority. The reliefs sought fall squarely within the jurisdiction of this Hon'ble Authority. The earlier civil suit filed by the complainant was withdrawn with liberty to avail alternative remedies in accordance with law, and the same does not bar or preclude the complainant from pursuing relief under the RERA Act, which is a special, beneficial legislation enacted to protect the rights of homebuyers.

59. It is submitted that the assertion that the complainant has not alleged any violation of the provisions of the RERA Act is factually incorrect and misleading. The respondents have failed to honour their obligations arising from a project registered under the RERA regime. The refusal to execute the sale deed in favour of the complainant despite receipt of the entire sale consideration constitutes a continuing default and is in violation of Sections 11(4)(a), 12, 13, and 18 of the RERA Act. The project "Namitha 360 Life" is duly registered under RERA, and

therefore the developers as well as the landowners are statutorily bound to comply with the obligations imposed under the Act.

60. It is submitted that the challenge raised by the respondents to the validity and enforceability of the Agreement of Sale of each Complainant is misconceived and untenable. The Agreement of Sale were executed by duly authorised representatives of the promoters, who are jointly responsible for the development and delivery of the project to the allottees. Under Section 2(zk) of the RERA Act, both the developer and the landowners fall within the definition of “promoter” and are jointly and severally liable for the obligations under the Act. As on the date of execution of the Agreement of Sale, the promoters were holding a valid Development-cum-General Power of Attorney, which authorised the signatories to act on behalf of the landowners and developers. The execution of the Agreement of Sale was in furtherance of such authority and in the ordinary course of business. Any alleged absence of a supplementary agreement constitutes, at best, an internal arrangement between the promoters and cannot be relied upon to defeat or prejudice the statutory rights of the allottee under the RERA Act.

61. It is submitted that the allegation that the Agreement of Sale are invalid merely because it does not bear the physical signatures of Respondents Nos. 1 to 3 is devoid of merit. The Agreement of Sale were executed by duly authorised signatories acting for and on behalf of all the promoters, including the said respondents, with their full knowledge and consent. The respondents are estopped from disputing the authority under which the Agreement was executed, particularly after having accepted the sale consideration and acted in furtherance of the Agreement. The absence of individual signatures of certain promoters does not, in the facts of the present case, vitiate the enforceability of the Agreement or the rights accrued to the complainant thereunder.

62. It is submitted that the allegation that the Agreement of Sale is unsupported by valid consideration and is self-contradictory is false, baseless, and legally unsustainable. The Agreement of Sale clearly stipulates that the sale consideration is payable in accordance with Schedule C annexed thereto, which forms an integral part of the Agreement. The total sale consideration as per the agreement of sale has been unequivocally acknowledged by the respondents as having been received in full. Having expressly acknowledged receipt of the entire consideration, the respondents are estopped from resiling from their contractual obligations or disputing the validity of the Agreement at this belated stage.

63. It is submitted that the contention that payments made by the Complainant in CC No. 152/2024 in 2015 cannot be linked to the Agreement of Sale is misconceived and the respondents had initially approached the complainant in 2015 for booking a flat in their proposed project and accepted payments accordingly. Due to delays in the project launch, the complainant was assured that the amounts paid, along with accrued interest, would be adjusted towards the unit once the project was launched. Accordingly, the amounts paid in 2015 formed part of the total sale consideration acknowledged in Schedule C of the Agreement of Sale.

64. The payments made by the complainants in each complaint formed part of a continuous course of dealings between the parties, which culminated in the formal execution of the respective Agreement of Sale. The timing of the payments does not undermine their validity, particularly when the full consideration has been accepted and recorded by the respondents. The allegation that the complainants did not make the payments or duplicated receipts is categorically denied. The records filed before this Hon'ble Authority clearly establish that the payments were made by the complainants, including payments made on his behalf by his sister, which stand duly substantiated by an affidavit. The allegation of duplication of receipts or fraud is wholly baseless and unsupported by any material on record.

65. It is submitted that the objection regarding the absence of attesting witnesses to the Agreement of Sale is a frivolous and afterthought contention raised solely to evade contractual obligations. The Agreement was executed by the respondents with full knowledge and consent. Any procedural lapse, if at all, is attributable solely to the respondents, who cannot be permitted to take advantage of their own omissions to defeat the rights of the complainant.

66. It is submitted that the contention that the Agreement of Sale is unregistered or insufficiently stamped and therefore unenforceable is legally unsustainable. The Agreement was executed and acted upon by the respondents after accepting the entire sale consideration. Any alleged procedural deficiency in registration or stamping is attributable to the promoters and constitutes a violation of their statutory duties under the RERA Act. The respondents cannot be allowed to rely on technicalities arising from their own defaults to prejudice the rights of an allottee who has acted bona fide.

67. The complainants have approached this Hon'ble Authority bona fide by invoking the appropriate statutory remedy available under the RERA Act. The withdrawal of the civil suit was neither malafide nor motivated by any attempt to secure interim reliefs elsewhere, but was done in accordance with law to pursue remedies before the competent statutory forum.

68. It is submitted that the allegation that the complaint has been filed in collusion with Respondent No. 6 is entirely baseless and unsupported by any evidence. The complainant has acted in good faith and has approached this Hon'ble Authority solely for enforcement of his statutory and contractual rights arising from the respondents' continued defaults. Such unfounded allegations are a clear attempt to divert attention from the respondents' own failures.

69. It is submitted that the contention that the RERA Act does not apply to the present case is wholly misconceived. The project is admittedly registered under the RERA Act, and the complainant, being an allottee, is entitled to seek redress for violations of the Act. The respondents have repeatedly failed to fulfil their statutory and contractual obligations despite having received the entire sale consideration. The attempt to question the validity of the Agreement of Sale at this stage is nothing but an effort to evade liability. Entertaining the present complaint would not set any wrong precedent; rather, it would further the object of the RERA Act by ensuring accountability of promoters and protection of homebuyers.

***H. Rejoinder filed by the Complainants in reply to the Counter Affidavit Filed by the Respondent Nos. 4 and 5:***

70. It is submitted that the allegations of failure to establish Payment of entire sale consideration is denied in toto and is baseless, contrary to the evidence placed on record. The Agreement of Sale has been duly entered upon by the parties to the present Complaints which clearly acknowledges receipt of total sale consideration. The belated allegation that Respondent No.6 acted behind the back of Respondent No.5 is an afterthought and stands contradicted by the fact that both Respondent Nos. 5 and 6 were managing the day-day affairs of Respondent No. 4 Company at relevant time.

71. It is submitted that the Contention that this Hon'ble Authority lacks jurisdiction to decide the Complaints because it involves questions of fact or allegations of fraud is wholly misconceived and legally untenable as denied in its entirety.

72. It is submitted by the Complainant in CC No. 151/2024 the Agreement of Sale and CC No. 152/2024 that the Agreement of Sale dated 24.06. 2020 is duly executed and explicitly acknowledges receipt of entire sale consideration of Rs. 1,29,50,000/- under Schedule-C of the Agreement. Furthermore, the allegation of an amount of Rs. 52,76,000/- was never remitted by the Complainant and two different individuals made these payments as investments in name of Respondent No. 6 is invalid.

73. It is submitted by the Complainant in CC No. 153/2024 Agreement of Sale dated 05.12.2020 and that the Complainant has duly paid entire agreed sale consideration of Rs. 1,15,50,000/- as acknowledged in Schedule C.

74. It is submitted by the Complainant in CC No. 154/2024 Agreement of Sale dated 05.12.2020 and that the Complainant has duly paid entire agreed sale consideration of Rs. 1,29,50,000/- as acknowledged in Schedule C.

75. It is submitted by the Complainant in CC No. 155/2024 Agreement of Sale dated 01.02.2021 and that the Complainant has duly paid entire agreed sale consideration of Rs. 1,48,00,000/- as acknowledged in Schedule C.

76. The allegations suggesting that the earlier civil suit bars the present proceedings are misleading and misconceived. It is admitted that the complainants had earlier filed a civil suit seeking specific performance of the Agreement of Sale, which fact was clearly disclosed. The said civil suit was withdrawn with liberty to pursue appropriate remedies under law, and such liberty was expressly granted by the competent civil court by order dated 01.07.2024. The withdrawal of the suit was not on account of any failure to secure interim relief, but pursuant to legal advice to invoke the special and efficacious statutory remedy available under the Real Estate (Regulation and Development) Act, 2016. The RERA Act confers an independent statutory right upon an allottee to seek execution of a registered sale deed, possession, and compensation for delay. The observations made by the Hon'ble High Court only require this Hon'ble Authority to examine the issue of maintainability, which stands fully satisfied as the reliefs sought fall squarely within the jurisdiction of this Authority under the RERA Act. The principle of res judicata has no application, and the objection to maintainability is wholly baseless.

77. It is submitted that the vague allegation that the complainants had undisclosed financial dealings with Respondent No. 6 is false, incorrect, and devoid of any factual foundation. There have been no other financial dealings between the complainants and Respondent No. 6 apart from the transaction forming the subject matter of the present complaint. The complainants have placed on record all material facts and documents, including proof of payment of the entire sale consideration and the valid execution of the Agreement of Sale, which is expressly acknowledged by the promoters themselves under Schedule C. The allegation of collusion or mala fides is a bald assertion unsupported by any evidence and has been raised only to divert attention from the respondents' continued failure to discharge their statutory obligations under a registered RERA project.

78. It is submitted that the allegation that the pleadings of the complainants are self-contradictory is wholly false and misleading. The complainants have consistently stated that the initial payments were accepted by the respondents as advance amounts towards a unit in their proposed project, which was being marketed even prior to the formal execution of development agreements. After project approvals were obtained and the inaugural offer was launched, the earlier amounts paid, together with accrued interest and additional payments, were adjusted towards the total sale consideration. The respondents have never denied receipt of these amounts. Having been in full control of the execution process, the respondents cannot now take advantage of their own omissions to defeat the rights of the complainants.

79. It is submitted that the contention that the Agreement of Sale is unregistered or insufficiently stamped and therefore unenforceable is legally untenable. The Agreements were executed with the full knowledge and participation of the respondents, who accepted the entire sale consideration and acted upon the contract. Any procedural lapse in registration or stamping is attributable solely to the respondents and constitutes a violation of their statutory duties under the RERA Act. The promoters cannot be permitted to rely on their own non-compliance to prejudice the rights of a bona fide allottee who has paid the entire consideration in good faith.

80. It is submitted that the allegation that the complainants misrepresented facts to obtain interim protection is false and misleading. The complainants have paid the entire agreed sale consideration as stated above, which stands expressly acknowledged by the respondents in Schedule C of the respective Agreement of Sale. The repeated denial of receipt of consideration is contrary to the documentary record. This Hon'ble Authority is empowered under Section 36 of the RERA Act to grant interim protection where there is prima facie material demonstrating violation of statutory obligations. The respondents, having accepted full payment and failed to execute the registered sale deed or deliver possession, attempted to create third-party interests, thereby necessitating interim protection. The interim order restraining alienation was rightly granted and deserves to continue pending final adjudication.

81. It is submitted that the assertion that there is no violation of the RERA Act is wholly incorrect. The respondents accepted the full sale consideration, failed to execute the registered sale deed, failed to hand over possession within the agreed timeline, and are now attempting to defeat the complainants' rights by raising belated and contradictory objections regarding the validity of the very agreement they executed and acted upon. This conduct amounts to clear

violations of Sections 11(4), 12, 13, 18, and 19 of the RERA Act. The attempt to question the Agreement at this stage is an afterthought aimed solely at evading liability.

82. It is submitted that the statements relating to the incorporation details, authorised share capital, internal management, and induction of directors of Respondent No. 4 Company are not within the personal knowledge of the complainants and are irrelevant to the present dispute. In any event, such internal corporate arrangements have no bearing on the admitted facts that the respondents executed the respective Agreement of Sale, accepted the full sale consideration, and failed to perform their statutory obligations under the RERA Act.

83. It is submitted that the averments regarding various development agreements, land purchases, and internal transactions between the respondents are also matters not within the personal knowledge of the complainants and are denied unless proved by strict documentary evidence. Even assuming such transactions to be true, they only reinforce the fact that the respondents were actively planning, marketing, and developing the project well before formal approvals, thereby supporting the complainants consistent stand that advance payments were accepted and later adjusted towards the total sale consideration acknowledged in the Agreement of Sale.

84. It is submitted that the alleged supplementary agreements entered into inter se between the respondents have no bearing whatsoever on the binding nature of the Agreement of Sale executed with the complainants. Internal arrangements between landowners and developers cannot override or dilute the statutory and contractual rights of an allottee under a registered RERA project.

85. It is submitted that allegations relating to appointments or removal of directors and internal disputes within Respondent No. 4 Company are irrelevant to the complainants' rights. The respondents have themselves executed and acted upon the Agreement of Sale and cannot rely on internal disputes to deny performance of their obligations.

86. It is submitted that the statements denying promotional assurances, inaugural offers, or the need for advance funds are false and contrary to the manner in which the project was marketed. The complainants were induced to make full upfront payment under an inaugural scheme, and such payments were accepted and acknowledged by the respondents.

87. It is submitted that the respondents claim that the Agreement was signed on some "pretext" is an afterthought. Having executed the Agreement acknowledging receipt of full

consideration and having raised no objection for years, the respondents are bound by their contractual and statutory obligations. Internal disputes or allegations against any director cannot override the complainants vested rights as allottees.

88. It is submitted that the allegation that the complainants failed to establish payment of consideration is false. The Agreement of Sale itself records receipt of the entire sale consideration in Schedule C. The initial tabulated statement of payments was filed due to logistical difficulties, and detailed bank statements have since been produced. All payments were made to the respondents or their related entities strictly as per their directions and were duly accepted.

89. It is submitted that the allegation that the present complaint is vexatious or abusive of process is denied in entirety. The complainants are bona fide allottees who have paid the entire consideration and are only seeking execution of the registered sale deed and delivery of possession in accordance with the Agreement of Sale and the RERA Act. The respondents' continued refusal to honour their obligations necessitated the filing of the present complaint. The complainants therefore reiterate the prayers made in the main complaint and seek appropriate reliefs in the interest of justice

***I. Points to be determined:***

90. It is also pertinent to note that this Authority had earlier granted interim order in I.A. No. 47 of 2024, I.A. No. 43 of 2024, I.A. No. 44 of 2024, I.A. No. 45 of 2024, I.A. No. 46 of 2024, over the suit scheduled properties (i.e. Flat Nos. 1008, 908, 1508, 1104, and 1105 of the Complainants) restraining the respondents from creating third party rights in respect of the subject land. However, the said interim relief was expressly granted only till the filing of the counters by the respondents and was of a temporary nature. The interim order was not a determination on merits and was passed solely to maintain status quo during the initial stage of the proceedings and the same stands vacated.

Based on the facts and circumstances placed before this Authority, the following question arise for adjudication on merits:

- I. *Whether the present Complaint is maintainable before this Authority?*
- II. *Whether the Complainant is entitled to the relief sought? If so, to what extent?*

***Point I:***

91. The Respondents have raised a preliminary objection that the present complaints are not maintainable before this Authority on the grounds that: (i) no specific violation of the RE(R&D)

Act has been pleaded; (ii) the complaints are in substance suits for specific performance of unregistered, insufficiently stamped Agreements of Sale, which this Authority cannot enforce; (iii) the validity of the Agreements of Sale is in serious dispute; and (iv) the complaints involve complex questions of fraud not amenable to adjudication in a summary proceeding. This Authority has carefully considered these objections.

92. On the question of jurisdiction, the Real Estate (Regulation and Development) Act, 2016 is a special beneficial legislation enacted with the primary object of protecting the interests of homebuyers in registered real estate projects. Section 31 of the RE(R&D) Act permits any aggrieved person to file a complaint with this Authority for any violation or contravention of the provisions of the RE(R&D) Act, the Rules, or the Regulations. The scope of such violations includes the failure to execute registered sale deeds, the failure to deliver possession within the agreed period, and the non-fulfilment of statutory obligations under Sections 11(4), 13, 18, and 19 of the RE(R&D) Act. Therefore, this Authority is of the considered opinion that it possesses the necessary jurisdiction to adjudicate the present complaint, as the dispute arises directly out of alleged contraventions of statutory obligations under the RE(R&D) Act in respect of a real estate project. The objection that no violation of the RE(R&D) Act has been pleaded is thus without merit, the failure to deliver possession and execute a registered sale deed in respect of a RERA-registered project is itself a violation of the RE(R&D) Act.

93. Regarding the contention that unregistered and unstamped Agreements of Sale cannot be relied upon before this Authority, this Authority observes that the obligation to execute and register the agreement for sale is that of the promoter under Section 13 of the RE(R&D) Act. The promoter cannot be permitted to take advantage of its own failure to register the agreement in order to defeat the statutory rights of the allottee. This Authority further notes that the RE(R&D) Act creates an independent remedial framework, and proceedings before this Authority are not civil proceedings requiring strict compliance with the Indian Stamp Act or the Registration Act. The Authority must consider in a manner that advances the object of the RE(R&D) Act, which is the protection of homebuyers.

94. On the question as to whether the present dispute involves complex issues of fraud falling beyond the jurisdiction of this Authority, it is now well settled that this Authority is competent to examine all facts and circumstances arising out of a registered real estate project, in relation to the provisions of the Real Estate (Regulation and Development) Act, 2016, and to determine whether the promoter has duly discharged its statutory and contractual obligations thereunder. The mere existence of allegations of fraud, or the pendency of parallel criminal or corporate

proceedings, does not ipso facto oust the jurisdiction of this Authority, which exercises an independent and special statutory jurisdiction conferred under the RE (R&D) Act. The scope of inquiry before this Authority is confined to examining violations of the Act and ensuring compliance with the statutory framework governing real estate projects. In this context, the directions issued by the Hon'ble High Court for the State of Telangana in C.R.P. Nos. 2555, 2557, 2559, 2561 and 2577 of 2024, wherein this Authority has been specifically directed to "duly deliberate and decide" the issues of maintainability and jurisdiction, further reinforce the competence and obligation of this Authority to adjudicate upon the present dispute. Accordingly, the objection that the present matter involves complex questions of fraud beyond the jurisdiction of this Authority is misconceived and unsustainable.

95. Accordingly, Point No. I is answered in favour of the Complainants. The present complaints are held to be maintainable before this Authority. The preliminary objections raised by the Respondents are hereby overruled.

***Point 2:***

95. The primary reliefs sought by the complainants are: (a) direction to execute registered sale deeds in their favour in respect of the respective allotted flats; and (b) payment of delayed possession charges from 23.06.2023 until the date of handover (in CC 151, 153, and 154 of 2024). The Respondents resist the grant of these reliefs principally on three grounds: (i) the Agreements of Sale are void and unenforceable; (ii) the entire sale consideration has not been paid; and (iii) the Agreements were fraudulently executed by Respondent No. 6 in collusion with the complainants. This Authority proceeds to examine each of these grounds.

96. The Agreements of Sale in respect of each complaint bear the signatures of Respondent No. 5 (Sri K. Srikanth, Managing Director) and Respondent No. 6 (Mr. Vijay Kumar, then-Director) on behalf of Respondent No. 4 Company. It is on record that as per the Board Resolution dated 29.11.2019, both Respondent No. 5 and Respondent No. 6 were jointly authorised to sign documents on behalf of the Company. Accordingly, the Agreements of Sale were executed by duly authorised representatives of the Company at the time of their execution. Under Section 2(zk) of the RE(R&D) Act, both the developer and the landowners who had executed a Development Agreement-cum-GPA constitute "Promoter" and are jointly and severally liable for the obligations under the RE(R&D) Act. The challenge to the validity of the Agreements of Sale on this ground is therefore rejected.

97. Respondent No. 5 has alleged that Respondent No. 6 induced the Company to sign the Agreements of Sale on the false pretext that consideration would be routed through the Company's bank account, which was never done. This Authority observes that this is an internal dispute between the two promoter-directors of Respondent No. 4 Company, both of whom were authorised to sign documents on behalf of the Company. The complainants as third-party allottees cannot be held responsible for the internal management disputes of the promoter. It is a basic principal that a company is bound by the acts of its duly authorised directors, and an allottee dealing with a company in good faith is not expected to inquire into the internal arrangements between directors. This dispute is also the subject of FIR No. 136/2023 before the CCS, Hyderabad, and C.P. No. 10/241/HDB/2022 before the Hon'ble NCLT, Hyderabad, which are appropriate forums for adjudication of inter se disputes between the promoters. The pendency of those proceedings and the internal allegations of fraud between Respondent Nos. 5 and 6 cannot be used by the promoter as a defence against the statutory rights of allottees under the RE(R&D) Act. This ground of defence is accordingly rejected.

98. This Authority now turns to the most determinative issue in the present complaints, namely, whether the complainants have established payment of the agreed sale consideration. The position complaint-wise, on the basis of the documents on record, is as follows:

CC No.	Complainant	Flat No.	AoS Date & Consideration	Payment Evidence Produced	Finding on Payment
151/2024	Thattipalli Shankar Babu	1008 (10th Fl.)	24.06.2020 Rs.1,29,50,000/-	Rs.25,00,056/- (Shankar T.) + Rs.21,12,056/- (Shankar T.) + Rs.13,32,056/- (T.Vishnu) — all dated 08.09.2015. Total: ~Rs.59,44,168/-. Paid to 'Namitha Builders'.	Partial — shortfall of ~Rs.70 lakhs; third-party payer; wrong entity; pre-DA-GPA.
152/2024	Thatipalli Rohith	908 (9th Fl.)	24.06.2020 Rs.1,29,50,000/-	Rs.24,36,056/- (Rohith) + Rs.28,40,056/- (Roja/sister) — both dated 08.09.2015. Total: ~Rs.52,76,112/-. Paid to 'Shreemukh Namitha Builders'	Partial — shortfall of ~Rs.76 lakhs; third-party payer; wrong entity; pre-DA-GPA.

				and 'Namitha Builders'.	
<b>153/2024</b>	Smt. Radhika Thatipalli	1104 (11th Fl.)	05.12.2020 Rs.1,15,50,000/-	Rs.23,71,056/- (T.Dhanalakshmi) + Rs.39,22,056/- (T.Vishweshwar Rao) — both 08.09.2015. Total: ~Rs.62,93,112/-. Paid to 'Namitha' and 'Shreemukh'.	Partial — shortfall of ~Rs.52 lakhs; third-party payers; wrong entity; pre-DA-GPA.
<b>154/2024</b>	Smt. Gande Sowmya	1105 (11th Fl.)	05.12.2020 Rs.1,29,50,000/-	NIL — No payment receipts or bank statements whatsoever produced.	No evidence of payment produced.
<b>155/2024</b>	Sri Gande Venkata Sathyanarayana	1508 (15th Fl.)	01.02.2021 Rs.1,48,00,000/-	NIL — No payment receipts or bank statements whatsoever produced.	No evidence of payment produced.

99. All bank transactions produced as payment evidence in CC 151, 152, and 153 of 2024 are uniformly dated 08.09.2015. At that date, the DA-cum-GPA had not yet been executed (executed on 13.10.2015); the GHMC building plan had not been sanctioned (sanctioned on 30.05.2019), the project had not been registered under RERA (registered on 04.07.2019), and the Agreements of Sale themselves were years away (executed in 2020 and 2021). It is not possible in law or logic to construe these 2015 transactions as payments made pursuant to Agreements of Sale that did not exist for another four to five years. The complainants' explanation that these were pre-launch advance payments accepted by the promoter and later adjusted does not find support in any written contemporaneous document no booking letter, no pre-launch receipt, no written assurance of adjustment has been produced before this Authority.

100. A substantial portion of the amounts were transferred not by the complainants themselves but by third parties, Roja (in CC 152), T.Vishnu (in CC 151), T.Dhanalakshmi, and T.Vishweshwar Rao (in CC 153). While payments by relatives or on behalf of the complainants are not per se impermissible, such payments must be satisfactorily explained and linked to the specific flat transaction. No contemporaneous written communication or acknowledgement at the time of the 2015 transfers has been produced to establish that these amounts were specifically intended for and accepted as consideration for the respective flats. The explanation offered

through a belated affidavit, without documentary corroboration, is insufficient to discharge the burden of proof.

101. Even if the transactions of the year 2015, as relied upon by the Complainants, are taken at their face value, the amounts evidenced on record fall substantially short of the agreed sale consideration in each of the complaints. The deficit is approximately Rs. 70,00,000/- in C.C. No. 151 of 2024, Rs. 76,00,000/- in C.C. No. 152 of 2024, and Rs. 52,00,000/- in C.C. No. 153 of 2024. No cogent documentary evidence has been produced to account for the aforesaid balance amounts. The Complainants, in their rejoinder, have contended that certain tabular payment could was filed earlier due to logistical difficulties. However, after specific directions issued by this Authority, the additional documents placed on record remain wholly insufficient. The Complainants have relied upon a single RTGS transaction allegedly made by one G. V. Satyanarayana to Shreemukh Homes of amount approx. 12 Lakh, however, the said entry neither discloses the purpose of payment nor establishes any nexus with the respective Agreements of Sale or the units in question. The said transaction, in isolation, does not advance the case of the Complainants, nor does it reconcile with the total sale consideration reflected in the Agreements.

102. No supplementary material, including complete bank statements, payment receipts, or any credible documentary evidence demonstrating full payment of the sale consideration, has been placed on record. The material available remains fragmented, uncorroborated, and inconsistent with the contractual terms.

103. Further, it is a matter of record that during the course of hearing, the learned Senior Counsel appearing on behalf of the Complainants fairly admitted that the Complainants have not paid the entire sale consideration as agreed under the respective Agreements of Sale. In view of the above, this Authority is constrained to hold that the Complainants have failed to establish payment of the full agreed sale consideration.

104. However, it is clarified that while the Agreements of Sale are held to have been executed by authorised representatives of the Promoter, the entitlement of the Complainants to seek relief under the RE(R&D) Act is necessarily contingent upon compliance with their corresponding contractual obligations, including payment of the agreed consideration.

105. While internal disputes per se cannot defeat the rights of genuine allottees, the contemporaneous conduct of Respondent No. 6 is relevant only for the limited purpose of assessing the evidentiary value of the alleged payments. This Authority notes the significant and un rebutted fact that Respondent No. 6, in his Income Tax returns for the Assessment Year 2016–17, has declared the amounts received from persons, including the Complainants, under the head

of “unsecured loans” and not as sale consideration received for flat allotments. This declaration, made by Respondent No. 6 himself, who is also a co-signatory to the Agreements of Sale, constitutes a contemporaneous record that materially undermines the characterisation of the 2015 transfers as payments towards flat allotments. If the amounts were received as loans by Respondent No. 6 in his personal capacity, and not as sale consideration by the Company, the foundational premise of the Complainants’ case stands seriously impaired.

106. This Authority has given due consideration to the fact that Schedule ‘C’ of each Agreement of Sale contains an acknowledgement by the Company of receipt of the full sale consideration, which is undoubtedly a document of evidentiary significance. However, such acknowledgement, though carrying prima facie evidentiary value, cannot be treated as conclusive proof of payment in the absence of supporting material, particularly when serious and credible doubts arise from the surrounding circumstances. In the present case, the Agreement itself has been co-signed by Respondent No. 6, who now stands accused in FIR No. 136/2023 of having collected amounts from customers into his personal bank account without routing them through the Company. Respondent No. 5 has consistently maintained that the Company has not received such amounts. Further, no corresponding credit entries in the Company’s bank accounts have been produced by the Complainants. Significantly, Respondent No. 6’s own tax filings characterize such amounts as “loans”, and the FIR discloses a specific modus operandi of collecting customer funds privately. In view of the aforesaid circumstances, this Authority is of the considered opinion that the acknowledgement contained in Schedule ‘C’, in the absence of any corroborative evidence of actual receipt of total funds by the Company, cannot be treated as conclusive proof, particularly in the absence of corroborative evidence and in light of serious surrounding circumstances.

107. The complaints in CC Nos. 154 and 155 of 2024 therefore fail on the fundamental ground of non-proof of payment of consideration. In both these complaints, the complainants have produced absolutely no documentary evidence of payment no bank statements, no payment receipts, no demand drafts, no cheques, no acknowledgements for the remaining amounts. The entire claim rests on the Schedule 'C' acknowledgement in the Agreement of Sale.

108. The grant of a direction to execute a registered sale deed is a substantial and irreversible relief. Under the RER&D) Act, such a direction which is in the nature of enforced conveyance can be granted only where this Authority is satisfied that the allottee has fulfilled their obligations under the agreement, including payment of the agreed consideration. In the present cases, this Authority finds that the payment evidence produced in CC Nos. 151, 152, and 153 is

chronologically inconsistent, insufficient in quantum, and unsupported by contemporaneous documentation linking the 2015 transfers to the respective flat allotments. Further, In CC Nos. 154 and 155, no payment evidence of any kind has been produced. The Schedule 'C' acknowledgement in the Agreements of Sale, in the circumstances of this case, particularly the FIR, the NCLT proceedings, and the Income Tax declarations of Respondent No. 6, is insufficient, standing alone, to discharge the burden of proving payment.

109. The internal dispute between Respondents Nos. 5 and 6 is a matter for adjudication before the appropriate criminal and civil forums, but the complainants have not been able to demonstrate, to this Authority's satisfaction, that the agreed consideration was paid to the Company in the manner stipulated in the Agreements of Sale.

110. In view of the foregoing analysis and findings, this Authority holds that, on the basis of the material presently placed on record, the Complainants have failed to establish, by credible and cogent documentary evidence, payment of the agreed sale consideration to Respondent No. 4 Company in accordance with the terms of the respective Agreements of Sale for allotted units. Consequently, this Authority is not satisfied by the complainant's documents placed to evidence that they have fulfilled their corresponding contractual obligations so as to entitle them to a direction for execution of registered sale deeds. Accordingly, the relief sought for execution of registered sale deeds in respect of the subject flats is hereby declined at this stage.

111. However, it is clarified that this order shall not be construed as extinguishing the rights of the Complainants. The Complainants' claimed status as allottees, subject to proof of payment of consideration, and their rights arising out of the Agreements of Sale, remain open to be established before an appropriate forum. In the event the Complainants are able to produce satisfactory and complete documentary evidence demonstrating payment of the agreed sale consideration, they shall be at liberty to seek appropriate reliefs in accordance with law, either before this Authority in appropriate proceedings or before any other competent forum.

112. In light of the above findings, and in the absence of proof of fulfilment of the Complainants' payment obligations, the ancillary relief sought for delayed possession charges under Section 18 of the Real Estate (Regulation and Development) Act, 2016 does not survive for consideration.

113. Accordingly, for the reasons recorded hereinabove, Complaint Nos. 151, 152, 153, 154 and 155 of 2024 are hereby dismissed, on the ground that the Complainants have failed to establish payment of the agreed sale consideration by way of reliable and sufficient documentary

evidence, as required under the Agreements of Sale and the Real Estate (Regulation and Development) Act, 2016.

114. The complaints are, accordingly, disposed of. In the facts and circumstances of the case, there shall be no order as to costs.

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

**Sd/-**  
**Sri. Laxmi NaryanaJannu,**  
**Hon'ble Member**  
**TG RERA**

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

