

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

Dated: 4th April, 2026

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

COMPLAINT NO. 515/2025/TGRERA

Ch Maheshwari Reddy, W/o. Ch Sudhakar Reddy,
R/o. C-731, NGOs Colony, Vanasthalipuram,
Ranga Reddy district, Telangana - 500070

...Complainant

Versus

M/s. Krithika Infra Developers

Represented by:

- i. Doomavath Gopal (Director)*
- ii. Radha Bhukya (Managing Director)*
- iii. Doomavath Srikanth (CEO)*
- iv. Doomavath Shashikanth, (Executive Director)*

All the Respondents are Residents of:
3 rd Floor, X Road, Beside Bahar Cafe,
Opposite HP Petrol Bunk, LPT Market,
LB Nagar, Hyderabad, Telangana – 500074

v. Palli Supriya (Sales Manager)
R/o. 18-3-499/4/7, Laxminagar, Aliyabad, rajannabowli,
Charminar, Falaknuma, Hyderabad, Telangana - 500053

...Respondents

COMPLAINT NO. 518/2025/TGRERA

Garlapati Manaswini, D/o. G Gopala Krishna,
R/o. Kalyan nagar phase 1, plot No. 81, 2nd floor,
Near Central Bank, Hyderabad, Telangana - 500038

...Complainant

Versus

M/s. Krithika Infra Developers

Represented by:

- i. Doomavath Srikanth, CEO*
- ii. Doomavath Gopal, Managing Director*
- iii. Radha Bhukya, Director*
- iv. Doomavath Shashikanth, Executive Director*

All the Respondents are Residents of:
3 rd Floor, X Road, Beside Bahar Cafe,
Opposite HP Petrol Bunk, LPT Market,
LB Nagar, Hyderabad, Telangana – 500074

...Respondents

COMPLAINT NO. 524/2025/TGRERA

BV Santosh Kumar, S/o. Bolisetty Mukteshwara Rao,
*R/o. 3-4-143, Sri Lakshmi Residency, Flat No. 403,
Annapurna Colony, Mallapur, Hyderabad, Telangana - 500076*

...Complainant

Versus

M/s. Krithika Infra Developers

Represented by:

- i. Doomavath Srikanth, CEO*
- ii. Doomavath Gopal, Managing Director*
- iii. Radha Bhukya, Director*
- iv. Doomavath Shashikanth, Executive Director*

*All the Respondents are Residents of:
3 rd Floor, X Road, Beside Bahar Cafe,
Opposite HP Petrol Bunk, LPT Market,
LB Nagar, Hyderabad, Telangana – 500074*

...Respondents

COMPLAINT NO. 526/2025/TGRERA

Ravi Kumar Gedela,
*R/o. Plot No. 18, F. No. S1 Lalitha Nilayam,
Siddharth Nagar, SR Nagar, Hyderabad – 500038*

...Complainant

Versus

1)M/s. Krithika Infra Developers

*R/o. 3 rd Floor, X Road, Beside Bahar Cafe,
Opposite HP Petrol Bunk, LPT Market,
LB Nagar, Hyderabad, Telangana – 500074*

2)Doomavath Srikanth, CEO

*R/o. H. No. 7-67, GVR Colony, Tattiannaram,
Hayathnagar, Telangana – 500068*

3)Doomavath Gopal, Managing Director

*R/o. Villa Nos. 35 & 125, Indu Aranya Haritha
Villas, Opp Bandlaguda Bus Depot,
Telangana – 500068*

4)Radha Bhukya, Director

*R/o. H. No. 7-67, GVR Colony, Tattiannaram,
Hayathnagar, Telangana – 500068*

5)Doomavath Shashikanth, Executive Director

*R/o. Villa Nos. 35 & 125, Indu Aranya Haritha
Villas, Opp Bandlaguda Bus Depot,
Telangana – 500068*

6)Tandra Arun Kumar

R/o. H.No.2-6-269/1, Jaipuri Colony, Nagole,

The present set of matters filed by the Complainants mentioned herein above came up for hearing on 03.02.2026 before this Authority in the presence of Complainants in person, and none for the Respondents despite service of notice, except for the Respondent No.6 in CC 526/2025, hence all the Respondents other than the Respondent No.6 in CC 526/2025 were set ex-parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **COMMON ORDER**:

2. The present set of Complaints have been filed by the Complainants 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.

CC 515/2025:

A. The brief facts of the case, as stated by the Complainant, are as follows:

3. It is submitted that the Complainant, Ch Maheshwari Reddy, purchased a flat from M/s. Krithika Infra Developers. The subject property is situated at Sy. No. 215 situated at Boduppall Village, Municipality, Medchal-Malkajgiri District, Telangana State.

4. The Complainant stated that she purchased Flat No. C-115, Block C, 1st Floor, and received an Agreement of Sale dated 18.10.2022, after making full payment of Rs. 26,10,000/- for a flat measuring 1215 square feet in the project "Sheshadri's Silver Oak. That the entire payment was completed on 10th May, 2022, and receipts for the same are attached.

5. The Complainant further submitted that the Respondent-Developer had promised to deliver the property within two years from the date of entering into the agreement (18.10.2022). However, it is submitted that till date, no construction work has commenced.

6. The Complainant stated that the Respondent-Developer has not completed the registration of the land, nor obtained any approvals for construction or RERA approval.

B. Relief(S) Sought:

7. In view of the facts mentioned above, the Complainant respectfully prays that this Hon'ble Authority may be pleased to grant the following reliefs:

- i. *Direct the Respondent to refund Rs. 26,10,000/- (Rupees Twenty-Six Lakhs Ten Thousand only) along with interest calculated from the date of full payment, in accordance with the applicable government norms.*

C. Interim Relief(s) Sought:

8. Pending final adjudication of the present complaint, the Complainant respectfully seeks the following interim relief:

- i. *That until the refund process is completed, M/s. Krithika Infra Developers be restrained from carrying out any activity relating to the sale of the land or cancellation of development agreements with registered members.*

CC 518/2025:

D. The brief facts of the case, as stated by the Complainant, are as follows:

9. It is submitted that the Complainant, Garlapati Manaswini, D/o G. Gopala Krishna, purchased a flat from M/s. Krithika Infra Developers. The subject property is situated at Sy. No. 215 situated at Boduppal Village, Municipality, Medchal-Malkajgiri District, Telangana State.

10. The Complainant stated that she purchased Flat No. A-508, Block A, 5th Floor, and received an Agreement of Sale dated 04.06.2024, after making full payment of Rs. 30,00,000/- for a flat measuring 1594 square feet in the project "Sheshadri's Silver Oak". That the entire payment was completed on 21st December 2021, and receipts for the same are attached.

11. The Complainant further submitted that the Respondent-Developer had promised to deliver the property within two years from the date of entering into the agreement (04-06-2024). However, it is submitted that till date, no construction work has commenced.

12. The Complainant stated that the Respondent-Developer has not completed the registration of the land, nor obtained any approvals for construction or RERA approval.

E. Relief(S) Sought:

13. In view of the facts mentioned above, the Complainant respectfully prays that this Hon'ble Authority may be pleased to grant the following reliefs:

- i. *Direct the Respondent to refund Rs. 30,00,000/- (Rupees Thirty Lakhs only) along with interest calculated from the date of full payment, in accordance with the applicable government norms.*

F. Interim Relief(s) Sought:

14. Pending final adjudication of the present complaint, the Complainant respectfully seeks the following interim relief:

- i. *That until the refund process is completed, M/s. Krithika Infra Developers be restrained from carrying out any activity relating to the sale of the land or cancellation of development agreements with registered members.*

CC 524/2025:

G. The brief facts of the case, as stated by the Complainant, are as follows:

15. The Complainant, B V Santosh Kumar, S/o Bolisetty Mukteshwara Rao, purchased a flat from M/s. Krithika Infra Developers, located at Flat No. 7, KRD, Beside Bahar Café, Opp. HP Petrol Pump, LB Nagar, Hyderabad – 500074. The property pertains to Survey No. 215 situated at Boduppal Village Municipality, Mandal, Medchal–Malkajgiri District, Telangana State.

16. The Complainant purchased Flat No. C-114, Block C, Ground Floor. A Sale Agreement was executed after full payment of Rs. 33,75,000/- for a flat measuring 1350 sq. ft. The entire payment was completed by 3rd July 2022, and receipts for the same have been duly attached.

17. As per the agreement dated 08-07-2022, the developer had promised to deliver the property within two years. However, despite the passage of time, no construction work has commenced at the site.

18. Subsequently, the developer demanded an additional payment of Rs. 2,02,500/- towards registration charges for the UDS (Undivided Share) of land measuring 30 sq. yards. This amount was paid on 26th February 2023. However, despite collecting the said amount, the developer has failed to register the land.

19. To date, the developer has neither registered the land nor obtained any approvals for construction, including RERA approval.

H. Relief(S) Sought:

20. In view of the facts mentioned above, the Complainant respectfully prays that this Hon'ble Authority may be pleased to grant the following reliefs:

1. *Direct the Respondent to refund the amount of Rs. 35,77,500/- (inclusive of registration charges) along with interest from the date of full payment, in accordance with the applicable government norms.*
2. *In the alternative, direct the Respondent to register the land in favour of the Complainant, obtain necessary RERA registration and approvals, and to commence the development and construction works at the earliest possible time.*

I. Interim Relief(s) Sought:

21. Pending final adjudication of the present complaint, the Complainant respectfully seeks the following interim relief:

- i. *Direct M/s. Krithika Infra Developers not to undertake any activity of selling the land or*
- ii. *Not to cancel the Development Agreement in respect of registered members, until the refund process is completed or further orders are passed.*

CC 526/2025:

J. The brief facts of the case, as stated by the Complainant, are as follows:

22. The Complainant, Ravikumar Gedela, S/o G. Nagabhusana, purchased a flat from M/s. Krithika Infra Developers, having their office at 3rd Floor, X Road, beside Bahar Café, opposite HP Petrol Pump, LB Nagar, Hyderabad – 500074. The property relates to D.No. 8-1/4 in Survey No. 215, situated at Boduppall Village Municipality, Mandal, Medchal–Malkajgiri District, Telangana.

23. The Complainant initially paid a booking amount on 10-11-2023, and within one month, paid the entire sale consideration of Rs. 30,37,500/- through online transactions. The full payment was completed on 09-12-2023, following which the complainant received the Agreement of Sale dated 18-12-2023, along with receipts (enclosed with the complaint).

24. As per the agreement, the developer had promised to deliver the property within two years from the date of entering into the agreement. However, despite the lapse of time, no construction work has been commenced at the project site till date.

25. Further, it is submitted that the developer has not carried out any registration of land, nor have they obtained any approvals for construction, including RERA approval. Even upon repeated requests from the complainant for registration, it has come to light that the developer does not have the land in their possession to execute registration.

K. Relief(S) Sought:

26. In view of the facts mentioned above, the Complainant respectfully prays that this Hon'ble Authority may be pleased to grant the following reliefs:

- i. Direct the Promoters to register the Land / Undivided Share (UDS) in favour of the Complainant.*
- ii. Direct the Promoters to obtain the RERA Registration for the said project.*
- iii. Direct the Promoters to commence and complete the development/construction works at the earliest.*
- iv. In the alternative, if the above reliefs (1 to 3) are not possible, direct the Respondent to refund Rs. 30,37,500/-, along with interest from the date of full payment, as per applicable government norms.*
- v. Direct the Promoters to fix a timeline for compliance with the above reliefs, considering that the Complainant is bearing financial burden including interest.*

L. Interim Relief(s) Sought:

27. Pending final adjudication of the present complaint, the Complainant respectfully seeks the following interim relief:

- 1. Restrict M/s. Krithika Infra Developers from carrying out any activity of selling, transferring, or alienating the subject land; and*
- 2. Direct the Sub-Registrar Office (SRO) to ensure that no transfer of ownership takes place, and to development agreement is registered in favour of any other builders, in respect of D.No. 8-1/4, Survey No. 215, Boduppal Village, Medchal-Malkajgiri District, Telangana.*

M. Points for Consideration:

28. Based on the facts and circumstances placed before this Authority, the following common 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, Sheshadri's Silver Oak?

II. Whether the Complainant is entitled to the relief sought? If so, to what extent?

N. Observations of the Authority:

29. Before further adjudicating on the matters, this Authority takes due note that only the counsel for Respondent No.6 in CC 526/2025 filed vakalath and that there is no compliance by the other Respondents, as they have failed to appear before this Authority despite service of notice through registered post and substituted service and affording sufficient opportunities. Such persistent non-appearance and failure to respond, despite repeated opportunities afforded, demonstrate a deliberate disregard for the proceedings of this Authority. Therefore, in view of the continued absence of all the Respondents in the CC 515, 518, 524, 526 of 2025, other than the Respondent No. 6 in CC 526/25, the same are hereby set ex-parte. Though the counsel for Respondent No.6 appeared in CC 526/2025, he neither filed counter in the main CC 526/2025 nor any reply to the Show cause notice issued against him. Therefore, the matters are being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainants.

Point I

30. The Agreement of Sale deeds in all the above cases, along with its 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 (about 11,418 square meters), as revealed through the documents and representations, was intended to host multiple residential apartments across several blocks.

31. The Complainant in CC 515/2025 was allotted a flat with a builtup area of 1215 Sq. Feet (inclusive of all common areas) with one car parking area in the said project and executed an Agreement of Sale dated 18.10.2022, for which Rs. 26,10,000/- was paid towards the total sale consideration and such payment has also been acknowledged in the aforementioned Agreement of Sale.

32. The Complainant in CC 518/2025 was allotted a flat with a builtup area of 1594 Sq. Feet (exclusive of all common areas) in the said project and executed an Agreement of Sale 04.06.2024, for which Rs. 30,00,000/- was paid towards the sale consideration out of total Rs. 31,88,000/- and such payment has also been acknowledged in the aforementioned Agreement of Sale.

33. The Complainant in CC 524/2025 was allotted Flat No. C-114, Block -C, in G Floorm East Face with a builtup area of 1350 Sq. Feet (inclusive of all common areas) in the said project and executed an Agreement of Sale dated 08.07.2022, for which Rs. 33,75,000/- was paid towards the total sale consideration and such payment has also been acknowledged in the aforementioned Agreement of Sale.

34. The Complainant in CC 526/2025 was allotted a flat in East Face with a builtup area of 1215 Sq. Feet (inclusive of all common areas) in the said project and executed an Agreement of Sale, for which Rs. 30,37,500/- was paid towards the total sale consideration and such payment has also been acknowledged in the aforementioned Agreement of Sale.

35. It is evident from all the four cases 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.

36. 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 set of cases, there is no evidence on record to show that the Respondents had ever applied for such registration. On the contrary, the material before this Authority clearly shows that the Respondents have entered into Agreements of Sale with the Complainants, 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.

37. The actions of Respondents, 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.

38. 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.

39. 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. A penalty of ₹9,96,050/- (Rupees Nine Lakhs Ninety-Six Thousand and Fifty Only) was imposed on the same Respondent for violation of Sections 3 and 4 of the RE(R&D) Act, 2016 for the same project. 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.

40. 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 willful 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

Point II

41. Upon careful examination of the documents and submissions placed on record, this Authority observes that the Complainants have produced substantial evidence in support of having paid the sale consideration of ₹26,10,000/- (Rupees Twenty-Six Lakhs Ten Thousand only) in CC 515/2025; ₹30,00,000/- (Rupees Thirty Lakhs only) in CC 518/2025; ₹33,75,000/- (Rupees Thirty Three Lakhs Seventy Five Thousand only) in CC 524/2025; ₹30,37,500/- (Rupees Thirty Lakhs Thirty Seven Thousand Five Hundred only) in CC 526/2025 to the Respondents towards the purchase of residential flats in the project titled "Sheshadri's Silver Oak" situated at Sy. No. 215, Boduppall Village, Medchal-Malkajgiri District. The payment details furnished in the complaints and corroborated by the acknowledgement of Respondents in the Agreement of Sale deeds, demonstrate that the entire amount has been received by the Respondents.

42. It is evident from the record that the construction activity on the project site has not been commenced to date. 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 Respondents had no intention of fulfilling their contractual commitments. Moreover, the Return Memo Reports of Cheques in CC 515/2025

issued by the Respondents towards the Complainant clearly shows that they defaulted even to refund the amount.

43. 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 for sale.

44. In the present set of cases, the Respondents, having received the full sale consideration without initiating construction, has evidently failed to perform its statutory obligations as promoter. Consequently, the Complainants are 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 two percent.

45. Therefore, this Authority holds that the Complainant in CC 515/2025 is entitled to a refund of the entire sum of ₹26,10,000/- (Rupees Twenty-Six Lakhs Ten Thousand only); the Complainant in CC 518/2025 is entitled to a refund of the entire sum of ₹30,00,000/- (Rupees Thirty Lakhs only); the Complainant in CC 524/2025 is entitled to a refund of the entire sum of ₹33,75,000/- (Rupees Thirty Three Lakhs Seventy Five Thousand only); the Complainant in CC 526/2025 is entitled to a refund of the entire sum of ₹30,37,500/- (Rupees Thirty Lakhs Thirty Seven Thousand Five Hundred only) paid towards the purchase of the flats, 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 Complainants until the date of actual refund by the Respondent.

46. During the course of hearing, the Complainant in CC 526/2025 alleged that Respondent No. 6 marketed units in the unregistered project "Sheshadri's Silver Oak" without obtaining registration as a Real Estate Agent under Section 9 of the RE(R&D) Act, 2016.

47. This Authority issued a Show Cause Notice to Respondent No. 6 calling upon him to explain his alleged role in marketing units of the said unregistered project and in facilitating the Agreement of Sale dated 18.12.2023 executed with the Complainant, without being

registered as a Real Estate Agent with TG RERA. Despite due service, Respondent No. 6 neither appeared nor filed any reply or material in his defence.

48. This Authority has considered the submissions and documents placed on record by the Complainant. The twin conditions necessary to attract liability under Section 9 read with Section 2(zm) of the Act are: (i) that the person must qualify as a "real estate agent," i.e., must have negotiated or facilitated a transaction for sale or purchase of an apartment in a real estate project and received remuneration, fee, or commission therefor; and (ii) that such person must have acted without obtaining the requisite registration.

49. On a careful examination of the record, this Authority finds that no document has been placed on record to establish that Respondent No. 6 negotiated the transaction, received any fee, commission, or remuneration in his personal capacity, or independently facilitated the sale to the Complainant. The fact that Respondent No. 6 acted as a witness to the DAGPA deed bearing No. 2667/2022 dated 15.02.2022 does not, in law, amount to acting as a real estate agent. Attestation of a document as a witness is a ministerial act, distinct from negotiating or facilitating a sale transaction.

50. The record further indicates that Respondent No. 6 is an employee of Respondent No. 1, M/s. Krithika Infra Developers and any representations made by him to the Complainant were in the course and scope of that employment. An employee acting within the scope of his employer's business does not ipso facto become a "real estate agent" within the meaning of Section 2(zm) of the RE(R&D) Act.

51. In the absence of proof of independent agency, receipt of consideration, or facilitation of the transaction beyond the scope of employment, the first condition necessary to attract Section 9 is not satisfied. Accordingly, the question of registration under Section 9(1) does not arise.

52. This Authority therefore holds that Respondent No. 6 does not fall within the definition of "real estate agent" under Section 2(zm) of the RE(R&D) Act, 2016, and no violation of Section 9 is made out against him. The Show Cause Notice stands disposed of accordingly.

O. Directions of the Authority

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

i. The Respondents in CC 515/2025, 518/2025, 524/2025 and 526/2025 are directed to refund the entire amount of ₹26,10,000/- (Rupees Twenty-Six Lakhs Ten Thousand only) to the Complainant in CC 515/2025; ₹30,00,000/- (Rupees Thirty Lakhs only) to the Complainant in CC 518/2025; ₹33,75,000/- (Rupees Thirty Three Lakhs Seventy Five Thousand only) to the Complainant in CC 524/2025; ₹30,37,500/- (Rupees Thirty Lakhs Thirty Seven Thousand Five Hundred only) to the Complainant in CC 526/2025, along with interests at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) calculated from the respective dates of payment made by the Complainants 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.

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

55. In view of the above, the present set of complaints are 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

TG RERA
TELANGANA REAL ESTATE REGULATORY AUTHORITY