

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 9th 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. 386/2025/TGRERA

K. Krishna Kanth Sharma, S/o. K Srihari Shastri,
R/o. Plot No 174, Near Sai Baba Temple,
Vaidehi Nagar, Vanasthalipuram,
Hyderabad-500070.

...Complainant

Versus

M/s RASAGNA developers, represented by its Partner Mr. Nitin Kumar Agarwal,
having its office at H.No 4-5-718, Sultan Bazar,
Koti, Hyderabad-500027.

...Respondent

The present matter filed by the Complainant herein came up for final hearing before this Authority in presence of the Complainant & his Counsel, Adv. P Sai Sakthi Rao and the Counsel for the Respondent Adv. Kamal Kumar; upon pursuing the material on record and on hearing arguments of both the parties and having stood over for consideration, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondents.

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

3. It was submitted by the Complainant that a booking was made for Flat No. 806 in the real estate project named "TBC RASAGNA NORTH", bearing TSRERA Certificate No. P02200002100, situated at Pet Basheerabad, Medchal Malkajgiri District. In pursuance of this booking, the Complainant paid an advance amount of Rs. 5,00,000/- (Rupees Five Lakhs only)

vide a cheque bearing number 909548, drawn on the State Bank of India, Osmania University Branch. It was placed on record that a formal receipt dated 07-04-2025 was issued to that effect, containing other stated details and duly signed on behalf of M/s RASAGNA Developers by its Managing Partner, Mr. Nitin Kumar Agarwal.

4. Detailing the financial aspects of the transaction, it was averred that as per the recitals of the aforementioned receipt dated 07-04-2025, the extent of Flat No. 806 was admeasuring 1346 square feet, and the agreed rate was stipulated at Rs. 6300/- per square foot. Consequently, the basic cost of the flat was calculated at Rs. 84,79,800/- (Rupees Eighty-Four Lakhs Seventy-Nine Thousand Eight Hundred only). In addition to this basic cost, an amount of Rs. 8,00,000/- was charged towards amenities, bringing the total agreed amount to Rs. 92,79,800/- (Rupees Ninety-Two Lakhs Seventy-Nine Thousand Eight Hundred only). It was explicitly stated that this total amount was exclusive of GST, stamp duty, registration charges, documentation fees, corpus fund, and maintenance amounts.

5. The Complainant submitted that during the second week of May 2025, a visit was made to the office of M/s RASAGNA Developers to meet with the Managing Partner, Mr. Nitin Kumar Agarwal. The purpose of this visit was to enquire about the exact details regarding documentation, the corpus fund, maintenance amounts, and the specific mode of payment for the entire sale consideration and other charges (excluding GST, stamp duty, and registration charges). It was alleged that upon such enquiry, Mr. Nitin Kumar Agarwal informed the Complainant that out of the total sale consideration of Rs. 92,79,800/-, only a sum of Rs. 33,65,000/- (Rupees Thirty-Three Lakhs Sixty-Five Thousand only) was permitted to be paid through formal bank transfer. The Complainant was instructed that the entire balance amount had to be paid strictly in cash on or before June 2025. Additionally, it was alleged that the developer completely failed and refused to submit the relevant project documents to the Complainant.

6. It was further submitted that the Managing Partner, Mr. Nitin Kumar Agarwal, was highly reluctant to disclose the exact financial figures pertaining to GST, stamp duty, registration charges, documentation fees, corpus fund, and maintenance amounts, unlawfully conditioning such disclosure upon the payment of the entire sale consideration in cash. Prompted by this evasive conduct, the Complainant made independent enquiries through official sources. Through these enquiries, the Complainant discovered a severe discrepancy: while the developer was actually collecting Rs. 6300/- per square foot from purchasers in the

"TBC RASAGNA NORTH" project, they were executing the registered sale deeds reflecting a grossly reduced rate of only Rs. 2500/- per square foot. To substantiate this grave allegation of financial irregularity, the Complainant enclosed copies of registered Sale Deeds executed by M/s RASAGNA Developers and their Development Agreement cum General Power of Attorney (DAGPA) holder, M/s Building Co. These deeds, bearing Document Nos. 9070/2025 and 9124/2025 on the file of the Sub-Registrar Office (SRO), Quthbullapur, were placed on record for the perusal and information of the Hon'ble Authority.

B. Relief(s) Sought

7. Accordingly, the Complainant sought the following relief(s):
 - i. *Direct the respondent to submit the entire project documents, approvals, revenue clearances, survey reports and statutory documents.*
 - ii. *Direct the respondents to register the flat No 806 in the Project "TBC RASAGNA NORTH"(TSRERA certificate No P02200002100) situated at Pet basheerabad, Medchal Malkajgiri district at the rate of 2500/ per Soft and to disclose the other details of GST, Stamp duty, registration charges, documentation, corpus fund and maintenance amount.*
 - iii. *Alternately direct the respondent to register the flat No 806 in the Project "TBC RASAGNA NORTH"(TSRERA certificate No P02200002100) situated at Pet basheerabad, Medchal Malkajgiri district at the rate of 6300/- per Sq ft by receiving the entire sale consideration amount through bank instrument.*
 - iv. *Direct the respondent to receive the amounts to be paid with respect to flat No 806 in the Project "TBC RASAGNA NORTH"(TSRERA certificate No P02200002100) through bank in the respondents RERA registered bank account.*
 - v. *Direct to updating/uploading of particulars of the project "TBC RASAGNA NORTH" such as Form 4-Certificate of Architect, Status of formation of legal entity, Status of Conveyance, Legal title report, Survey report by GHMC officials, revenue authorities and NOC from District Collector, Medchal Malkajgiri District in the project details of the TSRERA website.*

C. Counter filed by the Respondent

8. A Counter Affidavit was filed on behalf of the Respondent, M/s RASAGNA Developers, represented by its Managing Partner, Sri Nitin Kumar Agarwal. The Deponent solemnly affirmed that he was well acquainted with the facts of the case and stated that the complaint, as framed and filed, was maintainable neither in law nor on facts, and therefore deserved to be dismissed in limine. It was explicitly submitted that the contents of the complaint were fabricated, devoid of any truth or proof, and were denied in toto, putting the Complainant to strict proof of the same.

9. The Respondent categorically denied all the assertions made by the Complainant regarding the alleged booking and financial transactions. It was vehemently denied that the Complainant ever visited the office of M/s RASAGNA Developers to purchase a flat, or that after due enquiry, Flat No. 806 was booked by paying an advance amount of Rs. 5,00,000 through a cheque bearing number 909548 drawn on the State Bank of India, Osmania University branch. The Respondent completely denied issuing any receipt dated 07-04-2025 or imposing a condition that the total sale consideration be paid on or before June 2025.

10. Furthermore, the Respondent explicitly denied the alleged recitals of the fabricated receipt, including the claims that Flat No. 806 admeasured 1346 square feet, that the rate was fixed at Rs. 6300 per square foot, and that the basic flat cost amounted to Rs. 84,79,800. The Respondent also denied the allegation that an additional Rs. 8,00,000 was charged towards amenities, bringing the alleged total to Rs. 92,79,800, excluding GST, stamp duty, registration charges, documentation, corpus fund, and maintenance amounts. It was forcefully averred that the Complainant had never visited the Respondent's office till date, had never booked Flat No. 806, and that the Respondent had never received a single penny as an advance. The Respondent asserted that the receipt dated 07-04-2025 was entirely forged, concocted, and created by the Complainant solely for the purpose of filing the present complaint. The Respondent explicitly reserved the right to initiate separate legal action against the Complainant for this illegal act of forgery.

11. Detailing the actual factual matrix, the Respondent submitted that the Complainant had merely visited the project site a few times and expressed a willingness to purchase a flat. However, it was submitted that the landowners had stopped the sale of flats in the said project at that juncture, as the development was progressing slowly on account of the builder's incompetency, a slack market, and financial issues. It was averred that the Complainant was

respectfully and duly informed of this situation at the site and was told that he would be notified once the landowners resumed sales.

12. Consequently, the Respondent completely denied the Complainant's allegations regarding a meeting in the second week of May 2025. It was denied that the Complainant met the Managing Partner to enquire about documentation, corpus fund, maintenance, or the mode of payment for the sale consideration. The Respondent refuted the allegation that the Complainant was instructed to pay Rs. 33,65,000 through bank transfer and the balance in cash, or that the Respondent refused a bank loan and demanded cash. It was further denied that the Respondent behaved rudely or was reluctant to disclose statutory charges. The Respondent clarified that since no flat was ever booked, the question of disclosing details regarding GST, stamp duty, registration charges, documentation, corpus fund, and maintenance amounts simply did not arise.

13. Addressing the severe allegations of financial irregularities and under-valued registrations, the Respondent denied executing registered sale deeds in favour of purchasers at Rs. 2500 per square foot while actually collecting Rs. 6300 per square foot. The Respondent stated that the copies of the registered sale deeds (Document Nos. 9070/2025 and 9124/2025 of SRO Quthbullapur) relied upon by the Complainant were entirely irrelevant to them, placing on record the critical fact that M/s RASAGNA Developers had not executed a single sale deed in the year 2025. It was argued that the Complainant was portraying these documents merely to construct a false and fabricated case.

14. The Respondent also vehemently denied the allegations concerning deviations in the project particulars uploaded on the official TSRERA website, such as missing architect certificates, legal entity status, conveyance status, legal title reports, survey reports, and NOCs from the District Collector. It was submitted that the developer had duly submitted all required and relevant documents prior to registration. The Respondent clarified the land status, stating that the project was situated on private patta land in Survey No. 25/1 (part) and involved no government interest, whereas the government land was covered under Survey No. 25/2. It was argued that the competent authorities had granted necessary clearances and sanctions only after a thorough verification of the title, and the expert staff of the Telangana RERA Authority had registered the project only after thorough scrutiny. The Respondent contended that the Complainant's baseless allegations were aimed at tarnishing the image of both the Respondent firm and the statutory authorities.

15. It was respectfully submitted that the Complainant had approached the Authority with unclean hands, armed with false and fabricated documents, driven by a mala fide intention to blackmail and extract an undue advantage. The Respondent asserted that if the Complainant had a genuine grievance based on valid documents, the appropriate legal recourse would have been to invoke the jurisdiction of the Hon'ble Civil Courts to seek the relief of specific performance under the Specific Relief Act, 1963.

16. Finally, the Respondent brought to the Authority's notice the circumstances surrounding the *ex-parte* interim orders. It was respectfully submitted that the notice in the present case was served upon the Respondent only after 06-10-2025, which was after the *ex-parte* interim orders had already been passed. Consequently, the Respondent could not appear before the Authority on the preceding hearing dates of 14-08-2025 and 16-09-2025. In light of this, the Respondent vehemently prayed that the interim direction, which restrained the Respondent from alienating, mortgaging, encumbering, or creating any third-party rights or interests in respect of Flat No. 806 situated in Survey No. 25/1 (part) of Petbasheerabad village, Quthbullapur Mandal, be vacated immediately.

17. Viewed from any angle, it was submitted that the complaint failed to withstand the scrutiny of law or facts, and it was ultimately prayed that the Hon'ble Authority be pleased to dismiss the complaint with exemplary costs.

D. Rejoinder filed by Complainant

18. At the outset, the Complainant submitted that the initial preliminary objections raised by the Respondent were purely formal in nature and, therefore, warranted no specific reply. Addressing the subsequent substantive denials, the Complainant averred that the Respondent had merely resorted to a blanket denial of the entire averments without placing any documentary evidence on record to substantiate such denials.

19. Addressing the Respondent's explicit denial of the receipt dated April 7, 2025, the cheque bearing number 909548 for Rupees Five Lakhs, and even basic acquaintance with the Complainant, a critical contradiction was highlighted. It was pointed out that the Respondent had astonishingly admitted that the Complainant had visited the project site a few times. The Complainant argued that this very admission was self-explanatory and clearly established the Complainant's genuine interest in Flat No. 806, directly corroborating the handover of the payment instrument, specifically the aforementioned cheque.

20. The Complainant vehemently refuted the Respondent's severe allegations that the receipt was a created and forged document, categorizing such claims as totally false and putting the Respondent to strict proof of the same. To conclusively establish the veracity of the document, the Complainant requested that the receipt dated April 7, 2025, be sent to the Forensic Science Laboratory (FSL) to test its genuineness. Furthermore, the Complainant strongly objected to the intimidating and threatening language used by the Respondent regarding the initiation of separate legal steps. The Complainant asserted his status as a law-abiding citizen hailing from a respectable family with no questionable antecedents, stating that such false allegations and threats would be strongly repelled in accordance with the law.

21. Crucially, the Complainant explicitly reserved the right to initiate formal proceedings before the Income Tax Department against the Respondent and its developer. This proposed action was grounded on serious allegations of non-declaration of earnings, willful evasion of income tax, suppression of sale and purchase amounts, evasion of capital gains on immovable properties, and indulging in massive cash transactions with purchasers.

22. In response to the continued formal denials of the factual matrix, the Complainant reiterated strict reliance upon the receipt dated April 7, 2025, which had been duly filed to firmly support the claim against the Respondent's mere empty denials.

23. It was further submitted that while the Respondent formally denied the averments concerning statutory compliance, it entirely failed to file any supporting documents or substantively refute the factual allegations. The Complainant averred that it was crystal clear and evident on the face of the TSRERA records that multiple mandatory documents were not uploaded on the official website while obtaining the RERA certificate. Furthermore, it was highlighted that the Respondent had failed to file a single piece of paper to establish the nature of the schedule land, specifically regarding whether it was private or government land.

24. The Complainant strongly contested the Respondent's claim that the notice of the proceedings was served only after October 6, 2025. It was submitted that this was a tactful, false statement designed entirely to mislead the Hon'ble Authority. Relying on the official docket proceedings and the dispatch proofs readily available within the Authority's office records, the Complainant asserted that the Respondent had actually received the notice much prior to October 6, 2025.

25. To further demonstrate the Respondent's conduct, the Complainant brought to the Authority's notice a previous legal proceeding concerning the very same project. It was

respectfully submitted that another purchaser, Mr. Pratik Jalan, had filed Complaint No. 160/2024 regarding unfair trade practices, which had culminated in the Hon'ble Authority passing orders dated September 4, 2025, against the developers of the Respondent herein.

26. In light of the detailed facts establishing deviations, flaws, and unfair trade practices committed by M/s RASAGNA Developers and their DAGPA holder, M/s Building Co, the Complainant prayed that the Hon'ble Authority enquire deeply into the matter. It was finally prayed that the Authority curtail the developers from evading government revenue, safeguard the vital interests of the purchasers, and pass appropriate orders as prayed for in the interest of justice.

E. Point(s) for Consideration

27. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, the following point arises for determination in the present complaint before this Authority:

- I. Whether the Complainant is entitled to the reliefs as prayed for? If yes, to what extent?

F. Observations of the Authority

POINT I

28. At the threshold, this Authority finds it necessary to examine the maintainability of the present complaint, as the question of whether the Complainant qualifies as an "allottee" and consequently as an "aggrieved person" entitled to invoke Section 31 of the RE (R&D) Act, 2016 is a jurisdictional issue that goes to the root of the matter.

29. The Complainant has alleged that a booking was made for Flat No. 806 in the project "TBC RASAGNA NORTH" and that an advance of Rs. 5,00,000/- was paid vide cheque No. 909548 dated 07-04-2025, in support of which a receipt dated 07-04-2025 has been placed on record. The Respondent has categorically denied the entire transaction and has specifically contended that the said receipt is forged and fabricated.

30. Upon a careful examination of the receipt dated 07-04-2025 placed on record by the Complainant, this Authority observes several fundamental infirmities in the said document. The receipt does not bear the letterhead of M/s RASAGNA Developers. It does not carry the official stamp or seal of the Respondent company. Furthermore, the receipt does not mention the name or designation of the person who has purportedly signed it on behalf of the

Respondent. A receipt of such significant financial consequence, purportedly acknowledging the payment of Rs. 5,00,000/- as advance towards the booking of a flat, would ordinarily and necessarily bear the letterhead of the company, its official stamp, and the name and designation of the authorized signatory. The absence of all three of these basic authenticating features raises serious doubts about the genuineness and evidentiary value of the said document.

31. More significantly, the Respondent specifically raised in its Counter Affidavit the contention that no payment was ever received from the Complainant and that the receipt was fabricated. Despite this specific and pointed contention being raised, the Complainant failed to place on record any independent and corroborative proof of payment, such as a bank account statement reflecting the debit of Rs. 5,00,000/- and its credit to the account of the Respondent, or any bank transaction record establishing that cheque No. 909548 was presented and encashed by the Respondent. In the absence of any such corroborative documentary evidence, the mere production of a receipt which itself is of questionable authenticity for the reasons stated above is insufficient to establish that any payment was in fact made to and received by the Respondent.

32. This Authority further observes that apart from the disputed receipt, no booking letter, allotment letter, or Agreement for Sale has been placed on record by the Complainant to establish that Flat No. 806 was ever formally allotted to the Complainant by the Respondent. Under the RE (R&D) Act, 2016, a person acquires the status of an "allottee" within the meaning of Section 2(d) of the RE (R&D) Act, 2016 only upon an allotment, sale, or transfer of a plot, apartment, or building being made in his favour by the promoter. In the present case, no allotment letter, no booking confirmation, and no Agreement for Sale exists on record. In the absence of any formal allotment having been made in favour of the Complainant, the Complainant cannot be said to fall within the definition of an "allottee" under Section 2(d) of the RE (R&D) Act, 2016.

33. Section 31 of the RE (R&D) Act, 2016 confers the right to file a complaint before this Authority upon any "aggrieved person." Under the RE (R&D) Act, 2016, a person can be said to be aggrieved in the context of a real estate project only if he is an allottee whose statutory rights have been infringed by a promoter. Since the Complainant does not qualify as an "allottee" under Section 2(d) of the RE (R&D) Act, 2016 for want of any formal allotment in his favour, he cannot be treated as an "aggrieved person" within the meaning of Section 31 of

the RE (R&D) Act, 2016, and the present complaint is accordingly not maintainable before this Authority.

34. Accordingly, the present complaint is dismissed, and the Interim Order dated 06.10.25 passed by this Authority, restraining the Respondent from alienating, mortgaging, encumbering, or creating any third-party rights or interests in respect of Flat No. 806 in the project "TBC RASAGNA NORTH," stands vacated with immediate effect. There shall be 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

