

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Date: 16 October, 2025

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. 44/2025/TG RERA

Gangoni Madhuri w/o Gangoni Tulasiram

(R/o 11-20-34/101, Jaya Apartments, Huda Complex, Saroor Nagar, Hyderabad 500035)

...Complainant

Versus

1. M/s. Krithika Infra Developers

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

2. Mr. D. Gopal, Managing Partner

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

3. Mrs. Radha Bukya

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

4. Mr. D. Srikanth

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

5. Mr. D. Sashikanth

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

...Respondents

Complaint No. 45/2025/TG RERA

Harikumar Pannarasa

(5th floor, Pent house, Sri Rajeswri castle, Near Ravinder Reedy function Hall, Nallagandla, Hyderabad 500019)

...Complainant

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5. Mr. D. Sashikanth

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

6. Mr. T. Arun Kumar

(R/o House.2-6-269/1, Jaipuri colony, St, John high school, Nagole, Hayath Nagar, Rangarddy Dist, Telangana-500068.)

7. P. Supriya

(18-3-499/4/7, Laxminagar, Aliabad, Rajannabowli, Falaknuma, Charminar, Hyderabad, Telangana-53)

...Respondents

Complaint No. 46/2025/TG RERA

Thogari Kranthi Kumari

(9-21/3/8/C/1, Road No 3, Ashok Nagar colony, Boduppal, Medchal Malkajgiri dist. Telangana -500092)

...Complainant

Versus

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(R/o House.2-6-269/1, Jaipuri colony, St, John high school, Nagole, Hayath Nagar, Rangarddy Dist, Telangana-500068.)

7. P. Supriya

(18-3-499/4/7, Laxminagar, Aliabad, Rajannabowli, Falaknuma, Charminar, Hyderabad, Telangana-53)

8. Kuruguntla Appi Reddy

(1-8-7/2, street no 8, Ravindra nagar colony, habsiguda, Hyderabad, telangana-500007)

...Respondents

Complaint No. 47/2025/TG RERA

Devraj Prasannanavar

(2-2-2128/AH/303, Arjun Heights, Road No 8, Sai baba Colony, Vijayapuri colony, Uppal, Medchal Malkajgiri- 500039.)

...Complainant

Versus

1. M/s. Krithika Infra Developers

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

2. Mr. D. Srikanth

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

3. Mr. D. Sashikanth

(Office at 3rd Flr, X Rd. beside Bahar Café, Opp. HP Petrol Pump LB Nagar, Hyderabad, Telangana -500074)

...Respondents

Complaint No. 48/2025/TG RERA

Chinthapalli Andalu

(9-21/3/8/C/1, Road No 3, Ashok Nagar colony, Boduppal, Medchal Malkajgiri dist. Telangana -500092)

...Complainant

Versus

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...Respondents

The above-named Complainants made separate complaints to the Authority based on similar facts and seeking the same or similar relief against the same Promoter/Respondents in the same project. Therefore, in terms of Regulation 7(9) made under the Real Estate (Regulation & Development) Act, 2016, this Authority clubbed all the complaints filed by the said complainants together to dispose of them all in this common proceeding.

2. The present matter filed by the Complainants herein came up for hearing on 26.06.2025 before this Authority in the presence of the Complainants in persons and none for Respondents despite service of notice and after hearing the arguments by the Complainants it was set ex parte on 26.06.2025, and after hearing the Complainants, this Authority passes the following

ORDER:

3. The present Complaints have been filed by the Complainants 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 reliefs against the Respondents.

A. Brief Facts of the Case as per Form M submitted by the Complainant:

4. It was submitted that the Complainants in cases 44/25, 45/25, 46/25, 47/25 and 48/25 had entered into separate Agreements of Sale with the M/s. Krithika Infra Developers **(hereinafter referred to as Respondent no. 1)**, to purchase residential flats in a proposed project located at Survey No. 215, Boduppall Village, Medchal-Malkajgiri District. It was stated that the Complainants were induced to purchase the flats under a "pre-launch offer" made by the Respondent no. 1.

5. In the matter of Complaint No. 44/25, it was submitted by the Complainant, Smt. Gangoni Madhuri purchased a 1965 sq. ft. flat and paid the full sale consideration of ₹49,12,500/- by 29th August 2022. They entered into an Agreement of sale on the same date. It was further stated that the Respondent no. 1 compelled her to pay an additional amount of ₹2,94,750/- on 27th February 2023 specifically for the registration of 43.6 sq. yds. of Undivided Share (UDS) of land.

6. In the matter of Complaint No. 45/25, it was submitted by the Complainant, Sri P. Harikumar, that he purchased a 1215 sq. ft. flat, paid the full sale consideration of ₹26,70,000/- by 11th July 2022 and entered into an Agreement of Sale on 25.09.2022. It was stated that an agreement was made to register 26.6 sq. yds. of UDS land in his name.

7. In the matter of Complaint No. 46/25, it was submitted by the Complainant, Sri Thogari Kranthi Kumar, that he purchased flat no. A-408 (1594 sq. ft.) and paid the full consideration of ₹33,00,000/- by 5th January 2022. The agreement, dated 29th January 2022, reportedly promised delivery of the property within two years.

8. In the matter of Complaint No. 47/25, it was submitted by the Complainant, Sri Devaraj Parasannanavar, that he purchased flat no. B-101 (1325 sq. ft.) for a total consideration of ₹53,00,000/-. He stated that he made a part payment of ₹19,00,000/- by 6th June 2022, with the balance to be paid via a home loan upon handover of the flat. He entered into an Agreement of Sale on 20.06.2022.

9. In the matter of Complaint No. 48/25, it was submitted by the Complainant that they purchased flat no. A-101 (1350 sq. ft.) in the project, named "Sheshadri's Silver Oak," and paid the full and final consideration of ₹33,75,000/-. The agreement, dated 28th February 2022, allegedly promised delivery within two years. It was further contended that after continuous pursuit, the Respondent no. 1 promised to register 30 sq. yds. of UDS land as a guarantee against the consideration paid.

10. A common contention across all complaints was that the Respondent no. 1 had failed to commence any construction work on the site as of the date of filing the complaints. It was alleged that despite the promised handover dates, May 2024 for Complaint No. 44/25, December 2024 for Complaints No. 45/25 and 47/25, and by early 2024 for Complaints No. 46/25 and 48/25, there had been no progress at all.

11. It was further alleged by the Complainants that the Respondent no. 1 had not obtained any of the mandatory approvals for the project, including construction permits and registration with the Telangana Real Estate Regulatory Authority (RERA).

12. It was submitted by the Complainants that the Respondent no. 1 had failed to register the UDS of land in the names of the Complainants, despite having collected substantial payments and, in some cases, specific charges for the registration. The Complainants stated that when they pressed the matter, the Respondent no. 1 allegedly admitted that they did not have the land in their possession to carry out the registration.

B. Reliefs Sought

13. Accordingly, the Complainants had sought the following reliefs:

- i. *Instruct the Promoters to register the land to the non-register member*
- ii. *Instruct the Promoters to get the RERA registration*
- iii. *Instruct the promoters to develop the development works at the earliest.*
- iv. *If the above 1, 2 & 3 points are not possible then we would request the RERA Authorities to issue the orders in this matter to get the full refund as the above said amount with interest from the date of full payment as per the govt. norms.*
- v. *Till the time of the refund process, the M/s. Krithika Infra Developers should not engage in any activity of selling the land or cancelling the Development agreement with registered members.*

- vi. *Request the RERA Authorities to give the timelines for the above request, as we are paying the interest.*

C. Points for Consideration

14. The following issues arise for consideration by the Authority:

- I. Whether the Respondent no. 1 Violated Sections 3 & 4 of the RE(R&D) Act, 2016 by not registering the project, Sheshadri's Silver Oak?
- II. Whether the Complainants are entitled to the reliefs? If yes, to what extent?

D. Observations of the Authority

15. The record clearly indicates that despite due service of notice through registered post and substituted service, the Respondents have failed to appear before this Authority, nor have they filed any written response or made any representation to contest the allegations made by the Complainants. Such persistent non-appearance and failure to respond, despite repeated opportunities afforded, demonstrate a deliberate disregard for the proceedings of this Authority. Therefore, after being satisfied that due process was duly followed and all procedural requirements were complied with, this Authority was constrained to proceed ex parte against the Respondents by order dated 26.06.2025.

POINT I

16. The Agreements for Sale and supporting documents placed on record by the Complainants in Complaint Nos. 44/25, 45/25, 46/25, 47/25, and 48/25 clearly establish that the Respondent No. 1, 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. The Complainants were each allotted separate flats under individual agreements executed between January 2022 and February 2023, for which substantial payments were made by each Complainant towards the total sale consideration.

17. It is evident from the above that the area of land involved in the proposed project far exceeds 500 square meters, and the number of apartments proposed clearly surpasses the threshold of eight units. Therefore, the project does not fall within the ambit of exemption prescribed under Section 3(2) of the Real Estate (Regulation and Development) Act, 2016

(hereinafter “the Act”), 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.

18. Further, under Section 4 of the RE (R & D) Act, 2016, every promoter is obligated to submit an application for registration of a real estate project, enclosing all requisite documents and disclosures as prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017. In the present case, there is no evidence on record to show that the Respondent no. 1 had ever applied for such registration. On the contrary, the material before this Authority clearly shows that the Respondent No. 1 has entered into multiple Agreements of Sale with different allottees, collected substantial sale consideration, and even undertaken to register undivided shares of land, all without obtaining prior registration. Such conduct amounts to a direct contravention of Sections 3 and 4 of the RE (R & D) Act, 2016.

19. The actions of Respondent No. 1, 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.

20. In light of the above discussion, this Authority holds that the Respondent no. 1 has clearly violated the provisions of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016. The Respondent no. 1 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.

21. 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 Respondents 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.

22. Further, this Authority, in its Order in Complaint No. 86 of 2025 dated 16.10.2025, has declared the Respondent No. 1/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 no. 1 are to be terminated with immediate effect, and the Respondent No. 1/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

23. The Complainants in the present set of complaints have uniformly sought refund of the amounts paid towards purchase of flats in the proposed project titled “Sheshadri’s Silver Oak”, together with applicable interest, on account of the Respondent No. 1’s failure to commence construction, register the project under the Real Estate (Regulation and Development) Act, 2016 and fulfil the promises made under the respective Agreements for Sale.

24. Upon perusal of the material on record, it is observed that each of the Complainants has placed on record proof of payment of substantial sale consideration to Respondent No. 1 under the said agreements. Respondent No. 1, despite collecting such consideration, has neither commenced the construction activity nor registered the project with this Authority. The record further indicates there is no progress at the project site.

25. In such circumstances, where the promoter has failed to register the project, has not commenced construction, and has also defaulted in fulfilling the terms of the agreement, the allottee becomes entitled to seek refund of the entire amount paid along with applicable interest, as provided under Section 18(1) of the RE (R & D) Act, 2016 read with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017. The said provision squarely applies to the facts of the present case.

26. In view of the foregoing, and considering the deliberate inaction of Respondent No. 1 despite receipt of full or substantial consideration from the Complainants, this Authority is of the opinion that the Complainants are entitled to refund of the amounts paid by them towards purchase of their respective flats, along with interest at the rate prescribed under Rule 15 of the Rules, 2017, i.e., $SBI\ MCLR\ (8.75\%) + 2\% = 10.75\%$ per annum, calculated from the respective dates of payment till the date of actual refund.

27. Accordingly, Point II is answered in the affirmative.

D. Directions of the Authority.

28. In view of the findings recorded under Points I and II above, and in exercise of the powers conferred under Sections 37 and 38 of the *Real Estate (Regulation and Development) Act, 2016*, this Authority issues the following directions to the Respondent no. 1:

i. The Respondent no. 1 is hereby directed to refund to the respective Complainants the amounts received towards the purchase of flats in the unregistered project titled “*Sheshadri's Silver Oak*”, together with interest at the rate of 10.75% per annum (being SBI MCLR of 8.75% + 2%) in accordance with Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, calculated from the respective dates of Agreement of Sale till the date of actual refund, as follows:

- To the Complainant in Complaint No. 44/2025/TG RERA, refund ₹49,12,500/- (Rupees Forty-Nine Lakh Twelve Thousand Five Hundred Only) plus the amount collected for registration purposes i.e., ₹2,94,750/- along with applicable interest;
- To the Complainant in Complaint No. 45/2025/TG RERA, refund ₹26,70,000/- (Rupees Twenty-Six Lakh Seventy Thousand Only) along with applicable interest;
- To the Complainant in Complaint No. 46/2025/TG RERA, refund ₹33,00,000/- (Rupees Thirty-Three Lakh Only) along with applicable interest;
- To the Complainant in Complaint No. 47/2025/TG RERA, refund ₹19,00,000/- (Rupees Nineteen Lakh Only) along with applicable interest; and
- To the Complainant in Complaint No. 48/2025/TG RERA, refund ₹33,75,000/- (Rupees Thirty-Three Lakh Seventy-Five Thousand Only) along with applicable interest.

ii. The aforesaid refunds shall be made by the Respondent no. 1 within a period of 30 (thirty) days from the date of this Order.

29. As a result, all the above complaints are disposed of in terms of the directions contained herein. 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