

BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

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

Complaint No. 295 of 2025

Dated: 3rd November, 2025

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

Kosuri Uma Maheshwari,

*R/o. H.No: Apt flat No. 501, Sai Ram Castle Apartment,
Plot No. 1331, Near Narayana Narmada Girls Campus,
Road No. 11 VIP Hills, Silicon Valley,
Hyderabad, Telangana - 500081*

...Complainant

Versus

M/s. Krithika Infra Developers,

Represented by:

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

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

...Respondent

The present matter filed by the Complainant mentioned herein above came up for hearing on 29.08.2025 before this Authority in the presence of Counsel for Complainant Mr. D Lalith Kumar, and none for the Respondent despite service of notice, hence set ex-parte and upon hearing the submissions of the Complainant, this Authority proceeds to pass the following **ORDER**:

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

A. Brief facts of the case:

3. It is submitted that the Complainant had purchased a flat from the Respondent M/s. Krithika Infra Developers, situated at Survey No. 215, admeasuring 13,658 sq. yards (11,418 sq. meters), at Boduppall Village, under Boduppall Municipality, Medipally Mandal, Medchal–Malkajgiri District, Telangana. The said land was taken by M/s. Krithika Infra Developers from its original owners for developing the said property into residential flats.

4. The Complainant states that she purchased the flat during the pre-launch offer and was issued an Agreement of Sale vide Document Sl. No. 29780, AK 938473, dated 01.08.2022, for a flat of 1433 sq. ft. along with one car parking in the project “Sheshadri’s Silveroak.” The total sale consideration of ₹35,00,000/- was paid by the Complainant between 06.06.2022 and 04.07.2022 through online transactions.

5. Subsequently, the Respondent–Developer allegedly compelled the Complainant to pay an additional sum of ₹2,85,000/- towards registration charges for UDS land of 31.8 sq. yards, which amount was paid in February 2023. However, despite receipt of the said amount, the Developer has not registered the UDS in favour of the Complainant, which the Complainant contends amounts to cheating and breach of trust.

6. The Complainant further submits that a subsequent Agreement of Sale was executed by M/s. Krithika Infra Developers through its Managing Partner/CEO, Sri D. Srikanth, vide Document AY 816468, assuring execution and completion. However, till date, the Developer has not commenced any construction, nor has any progress been made on the project. It is further alleged that the Developer has not obtained the necessary approvals for construction and has also failed to secure RERA registration for the project.

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

B. Relief(s) Sought:

8. Accordingly, the Complainant sought the following reliefs:

- i. Instruct the Promoters to register the land to the non-registered members.*
- ii. Instruct the Promoters to get the RERA registration.*
- iii. Instruct the Promoters to develop the development works as promised 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, including the registration charges of the above said amount with interest from the date of full payment as per government norms.*
- v. *Till the time of refund process, M/s. Krithika Infra Developers should not do any activity of selling the land or cancelling of Development agreement to registered members.*
- vi. *Request the RERA Authorities to give the timelines for the above requests as we are paying the interest amount.*

C. Points to be determined:

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

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

D. Observations of the Authority:

10. 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 Respondent by order dated 29.08.2025.

POINT I

11. The Agreements of Sale dated 01.08.2022 and 13.07.2023, along with supporting documents placed on record by the Complainant clearly establish that the Respondent, M/s. Krithika Infra Developers, had launched and marketed a project titled "Sheshadri's Silver Oak" proposed to be developed at Survey No. 215, Boduppall Village, Medchal-Malkajgiri District, Telangana. The land admeasuring approximately 13,658 square yards (about 11,418 square

meters), as revealed through the documents and representations, was intended to host multiple residential apartments across several blocks. The Complainant was allotted a flat with a built-up area of 1433 Sq. Feet, with one car parking area, in the said project and executed an Agreement of Sale, for which substantial payments were made towards the total sale consideration.

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

13. Further, under Section 4 of the RE(R&D) Act, 2016, every promoter is obligated to submit an application for registration of a real estate project, enclosing all requisite documents and disclosures as prescribed under the Telangana Real Estate (Regulation and Development) Rules, 2017. In the present case, there is no evidence on record to show that the Respondent had ever applied for such registration. On the contrary, the material before this Authority clearly shows that the Respondent has entered into Agreement of Sale with the Complainant, collected substantial sale consideration, 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.

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

15. In light of the above discussion, this Authority holds that the Respondent has clearly violated the provisions of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016. The Respondent is, therefore, liable for penal action under Section 59 of the

RE(R&D) Act, 2016 for having advertised, marketed, sold, and entered into agreements for the sale of flats in the unregistered project “Sheshadri’s Silver Oak.” This conduct not only undermines the statutory objectives of the RE(R&D) Act, 2016 but also causes serious prejudice to the rights and financial security of the allottees.

16. It is pertinent to mention that this Authority has already dealt with similar violations by the same Respondent in Complaint No. 115 of 2024, which related to this very project. 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.

17. Further, this Authority, in its Order in Complaint No. 86 of 2025 dated 16.10.2025, has declared the Respondent/Promoter, *M/s Krithika Infra Developers*, as a “defaulter” for continuous and 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 mala fide 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

18. Upon careful examination of the documents and submissions placed on record, this Authority observes that the Complainant has produced substantial evidence in support of having paid the total sale consideration of ₹35,00,000/- (Rupees Thirty-Five Lakhs only) to the Respondent towards the purchase of a residential flat in the project titled “Sheshadri’s Silver Oak” situated at Sy. No. 215, Boduppall Village, Medchal–Malkajgiri District. The payment details furnished in the complaint and corroborated by vouchers and receipts demonstrate that the entire amount has been received by the Respondent.

19. The Complainant has further stated that she paid an additional sum of ₹2,85,000/- (Rupees Two Lakhs Eighty-Five Thousand only) in the month of February 2023 towards registration of the undivided share of land admeasuring 31.8 sq. yds. However, the Complainant has not submitted any receipts, bank records, or documentary proof to substantiate such payment. The Agreement of Sale and payment receipts placed on record clearly show that an amount of ₹35,00,000/- was paid towards the said flat. In the absence of proof of payment of the additional amount of ₹2,85,000/-, the same cannot be considered for refund.

20. It is evident from the record that the construction activity on the project site has not been commenced to date, and the Respondent has failed to secure requisite approvals and permissions from the competent planning authorities. The Respondent has also not executed the registration of the promised undivided share (UDS) of land in favour of the Complainant despite having allegedly accepted specific amounts for that purpose.

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

22. 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.

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

24. Therefore, this Authority holds that the Complainant is entitled to a refund of the entire sum of ₹35,00,000/- (Rupees Thirty-Five Lakhs only) paid towards the purchase of the flat, along with interest at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, i.e., the State Bank of India's highest MCLR + 2% per annum, calculated from the respective dates of payment made by the Complainant until the date of actual refund by the Respondent.

E. Directions of the Authority

25. 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 Respondent is directed to refund the entire amount of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) along with interest at the rate of 10.75% per annum (SBI MCLR of 8.75% + 2%) calculated from the respective dates of payment made by the Complainant until the date of actual refund by the Respondent. The said refund together with interest shall be made within thirty (30) days from the date of this order.

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

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

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

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA

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

