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

Complaint No. 202 of 2026
Dated: 4th November 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

Between
1. Sri Pappana Praveen Kumar

2. Smt. Naru Lakshmi Devi

(Flat No. 67, Road No.7,
Reddy Enclave Colony, Temple
Alwal, Secundrabad- 500010)

……Complainant(s)

Versus

M/s. Alpine Infratech Rep. by its Managing Partner Sri. Mohd Aamir Hussain
(Apt. 805, VSS Nandadeep Apartments,
Next to RTA Medchal, Kompally,
Hyderabad, Telangana- 500014)

……Respondent

The present matter filed by the Complainants mentioned herein above came up for hearing before this Authority on 13.10.2026 in the presence of the Complainant, and the Respondent absent despite service of notice hence Respondent is set ex-parte. Upon hearing the submissions of all the parties, this Authority proceeds to pass the following **ORDER:**

2. The present Complaint has 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 relief(s) against the Respondent.

A. ***Brief facts of the Case as per Form M filed by Complainant***

3. It is submitted by the Complainants, with the intention of securing a permanent residential accommodation for themselves and their family, in the first week of March 2024, explored various residential projects and came across a project titled "ALPINE GMR SPRINGFIELD", being developed and promoted by the Respondent. Through online advertisements, printed brochures and pamphlets, and oral representations made by the Respondent, it represented that it possessed substantial prior experience in real estate development and had been successfully executing residential projects in the city for several years. The Respondent represented that the entire project i.e., Schedule 'A' Property, comprised 2 Cellars, Ground plus 5 upper floors consisting of Blocks A, B, C and D, and specifically

asserted that Blocks A and B had already been completed and occupied by residents, and that Blocks C and D were being offered for sale as nearing completion, thereby induced the Complainants to consider the said project. For the purposes of this Complaint, the term "Respondent" shall include the partnership firm as well as its partners, employees, agents, representatives, and any persons acting for or on its behalf, whether the representations or acts were oral or written.

4. It is submitted by the Complainants that, the Respondent expressly represented and unequivocally assured the Complainants that Blocks C and D of the project would be fully completed and ready for occupation on or before 21.06.2024, and that possession of the flat agreed to be purchased by the Complainants would be handed over on or before the said date, without fail. Such representations were made during site visits personal meetings, telephonic communications, and other interactions. For the sake of clarity and avoidance of doubt, all acts, statements, and representations made by the partners, employees, agents, or representatives of the Respondent, whether oral or written, are attributable to and binding upon the Respondent.

5. It is submitted by the Complainants that, at that time the Complainants specifically informed the Respondent that they were residing in a rented premises and proposed to purchase the flat by availing a housing loan, and that they were not financially capable of bearing the simultaneous burden of rent and loan EMIs. It was therefore unequivocally communicated to the Respondent that timely delivery of possession was fundamental and of the essence to the Complainants, and that the Complainants' decision to proceed with the purchase was strictly contingent upon possession being delivered within the assured timeframe.

6. It is submitted by the Complainants that, the Respondent offered to sell to the Complainants the Schedule 'B' Property, namely Residential Flat No. 412 in D-Block of the project "ALPINE GMR SPRINGFIELD", for a total sale consideration of INR 54,11,700/- (Rupees Fifty-Four Lakhs Eleven Thousand Seven Hundred only). Relying upon the representations and assurances made by the Respondent, the Complainants agreed to purchase the said flat and paid a booking amount aggregating to INR 11,00,001/- (Rupees Eleven Lakhs and One Only), in the following manner:

i INR 1/- & INR 1,00,000/- on 30.03.2024;

ii INR 8,00,000/- & INR 2,00,000/- on 22.04.2024.

Throughout the said period, the Complainants genuinely believed, based on the Respondent's categorical assurances, that possession of the Schedule 'B' Property would be delivered on or before 21.06.2024.

7. It is submitted by the Complainants that, in the first week of June 2024, upon visiting the project site, the Complainants found that their flat as well as the entire Blocks C and D were only partially constructed, with merely the external skeletal structure in place and no meaningful internal or finishing works having been executed. This was in stark contrast to the representations made by the Respondent in March 2024 that the project would be completed within two to three months. When confronted with the actual status of construction, the Respondent gave evasive and inconsistent explanations and, for the first time, sought to shift its assurance by stating that the subject flat would be completed within two to three months from that date, despite having earlier assured completion and possession by 21.06.2024.

8. It is submitted by the Complainants that, having already paid a substantial booking amount of INR 11,00,001/- (Rupees Eleven Lakhs and One Only), and in view of the Respondent's conduct indicating reluctance to refund the said amount, the Complainants were constrained, without any real bargaining power, to enter into an Agreement of Sale dated 13.07.2024 with the Respondent in respect of the Schedule 'B' Property. Though the Agreement of Sale continued to stipulate delivery of possession by 21.06.2024, the Respondent simultaneously assured the Complainants that the subject flat would, in any event, be fully constructed and ready for possession within two to three months from the date of execution of the Agreement of Sale.

9. It is submitted by the Complainants that, as the Complainants were not financially positioned to pay the balance sale consideration in a lump sum, they applied for and obtained a housing loan of INR 43,00,000/- from State Bank of India, which was substantially disbursed in favour of the Respondent. As a result, the Complainants have been servicing a monthly EMI of approximately INR 38,100/- (Rupees Thirty-Eight Thousand and One Hundred Only) from August 2024 onwards, in addition to a further INR 1,100/- (Rupees One Thousand One Hundred Only) per month towards insurance premium for the Schedule 'B' Property.

10. It is submitted by the Complainants that, even after the expiry of the additional period of two to three months assured by the Respondent, possession of the Schedule 'B' Property was not handed over to the Complainants. When the Complainants questioned the Respondent regarding its failure to honour the earlier assurances relating to completion and delivery of possession, the Respondent, for the first time, produced an extension certificate and asserted that this Hon'ble Authority had granted extension for completion of the project up to 21.06.2025. The Complainants submit that they were never informed of the existence or pendency of such extension at any stage prior to making substantial payments, including through housing loan disbursements. The suppression of this material fact resulted in the

Complainants being induced to proceed with the transaction and has caused them continuing financial hardship, including the burden of servicing loan EMIs while simultaneously paying rent for their existing residence.

11. It is submitted by the Complainants that, acting bona fide on the Respondent's repeated assurances regarding imminent completion and delivery of possession, the Complainants entered into arrangements for the execution of the interior designing works in the Schedule 'B' Property and paid an advance of INR 1,02,000/- (Rupees One Lakh Two Thousand Only) to Combine Design Private Limited, a company specialising in residential interior works. Owing solely to the Respondent's failure to complete the construction and hand over possession within the assured timeframe, the said amount remains blocked and unutilised, resulting in a direct and foreseeable financial loss to the Complainants attributable to the Respondent's delay and non- performance.

12. It is submitted by the Complainants that, even after the expiry of the extended period granted by this Hon'ble Authority, and as on January 2026 (a huge delay of Eighteen (18) months from original time period and seven (7) months from the extension granted), the Respondent has failed to complete the project or hand over possession of the Schedule 'B' Property to the Complainants, despite repeated site visits and requests. Whenever approached, the representatives of the Respondent merely seek further time without furnishing any concrete timeline or evidence of progress. From repeated inspections of the Schedule 'A' Property, particularly Blocks C and D, the Complainants state that there has been no substantial progress for more than a year, and the condition of the said blocks remains largely unchanged. Even in Blocks A and B, where some occupants have moved in, basic amenities are being provided only on an ad hoc basis, reflecting the Respondent's overall failure to complete the project in a planned and compliant manner.

13. The Complainants submit that, recently when they demanded completion of construction and handover of possession of Schedule 'B' Property, the Respondent, through its representatives, has resorted to intimidation, coercion, and hostile conduct and the Complainants were expressly warned that if any allottee initiates or pursues legal proceedings, including proceedings under the Real Estate (Regulation and Development) Act, 2016, such allottee would be deliberately targeted, and construction and delivery of his or her flat would be intentionally stalled or withheld, while work in respect of other units would be selectively progressed. Such statements were made with the clear intent to instil fear, suppress grievances, and deter the Complainants and other allottees from exercising their statutory rights. The said conduct constitutes a gross abuse of dominance, unfair trade practice, and wilful interference

with access to justice, and demonstrates the Respondent's complete disregard for the statutory protections afforded to allottees under the RERA Act.

14. The Complainants submit that, notwithstanding the incomplete and stalled status of construction, the Respondent is actively and continuously advertising the subject project on its official website and on various real-estate listing platforms, as well through printed brochures, as offering "ready-to-move" residential flats. Such representations are patently false, misleading, and deceptive, as no flat in Blocks C and D, including the Schedule 'B' Property, is in a completed or habitable condition. The continued publication of such advertisements amounts to a continuing misrepresentation and unfair trade practice, in clear violation of the provisions of the Real Estate (Regulation and Development) Act, 2016, particularly the obligations relating to truthful disclosure and prohibition of false or misleading advertisements.

15. It is submitted by the Complainants that, in view of the Respondent's continuing failure to complete the project and hand over possession even after expiry of the extended period, the Complainants have lost all faith in the Respondent's ability and intent to perform its obligations and have therefore opted to withdraw from the project. The Complainants are entitled to refund of the entire amount paid by them, together with interest and compensation, under Section 18(1)(a) read with Section 12 of the Real Estate (Regulation and Development) Act, 2016, on account of delay, false representations, and non-disclosure of material facts. The Complainants submit that they have been compelled to service a housing loan solely due to the Respondent's default, and accordingly seek interest on the amounts paid, till the date of actual refund, at a rate of 15% per annum (as agreed by the Respondent in the Agreement of Sale with the Complainants), with such interest continuing to accrue until full realisation of the refunded amount (calculation in TABLE-1 below). The Complainants reserve their right to initiate appropriate compliant before this Authority for the purpose of obtaining the necessary compensation along with interest for the violations, misrepresentations, breach of terms of the Agreement of Sale dated 13.07.2024 and acts of intimidation committed by the Respondent.

16. It is submitted by the Complainants that the refund amounts along with the interest payable by the Respondent is clearly specified in the table below:

TABLE-1

Sl. No	Date of Payment or Disbursement	Particulars	Principal Amount (INR)	Rate of Interest	Interest Period
1.	30.03.2024	Token + Booking Amount	1,00,001/-	15% p.a	30.03.2024 to Date of Refund

2.	22.04.2024	Booking Amount	10,00,000/-	15% p.a	22.04.2024 to Date of Refund
3.	04.07.2024	Housing Loan Disbursement	43,00,000/-	15% p.a	03.07.2024 to Date of Refund
			Total – 54,11,700/-		

B. Reliefs sought

i. *Direct the Respondent to refund to the Complainants the amounts paid to the Respondent towards the Schedule 'B' Property along with interest at the rate of 15% (fifteen percent) per annum on each of the amounts mentioned in TABLE-1, from the respective dates of payment and loan disbursement set out therein, till the date of actual refund, and to further direct that such interest shall continue to accrue until full realization of the entire refunded amount*

ii. *Impose appropriate penalty on the Respondent for violations of the provisions of the Real Estate (Regulation and Development) Act, 2016, including but not limited to false and misleading advertisements, misrepresentation, and continuing default, under Sections 12 and other applicable provisions of the Act*

iii. *Award costs of these proceedings in favor of the Complainants; and*

iv. *Pass such other or further order(s) as this Hon'ble Authority may deem fit and proper in the interests of justice, equity, and good conscience.*

C. Points for Consideration

17. After considering the facts stated and submissions made by both parties, the following question arises before this Authority:

i. Whether the Complainant is entitled to relief(s) sought? If so, to what extent?

D. Observations of Authority

18. Before further adjudicating on the matter, this Authority takes due note of the repeated non-compliance by the Respondent, who 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 their continued absence, Respondent is hereby set ex parte. Therefore, the matter is being adjudicated based on the pleadings, documents, and submissions placed on record by the Complainants.

19. This Authority has perused the Form M complaint, the Agreement of Sale dated 13.07.2024, the payment details and the other documents filed by the Complainants. The

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Respondent did not appear or file a counter, so the averments of the Complainants are unrebutted.

20. It is not disputed that the Complainants agreed to purchase Flat No. 412 in D-Block of the project "Alpine GMR Springfield" for a total sale consideration of ₹54,11,700/-. The Agreement of Sale dated 13.07.2024 fixed 21.06.2024 as the date of possession. The Complainants have paid ₹11,00,001/- directly to the Respondent. A housing loan of ₹43,00,000/- from State Bank of India was also disbursed to the Respondent on 04.07.2024. The Complainants have thus paid ₹54,00,001/- in all.

21. The Respondent claims that this Authority extended the registration of the project up to 21.06.2025. Even so, possession was not given by that date. As on the date of hearing, nothing on record shows that the project has been completed, that an Occupancy Certificate has been obtained, or that possession has been offered. The Respondent has also not given any reason for the delay.

22. It is the duty of the promoter under Section 11(4)(a) and Section 18(1) of the Act to complete the project and hand over possession by the date agreed in the Agreement of Sale. Section 18(1) of the RE(R&D) Act, 2016 provides:

> *"18. Return of amount and compensation. -- (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building -- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

23. It is observed that, the Respondent has failed to hand over possession by the agreed date of 21.06.2024, and also by the extended date of 21.06.2025. The Complainants have lost faith in the Respondent and have opted to withdraw from the project. Under Section 18 of the RE(R&D) Act, the Complainants are therefore entitled to a refund of the amount paid by them, with interest at the prescribed rate.

24. The rate of interest payable under Section 18(1) is the rate prescribed in Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017, namely the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%. It is not a matter of discretion,

and a higher rate cannot be granted. The applicable rate is therefore 10.85% per annum (SBI MCLR of 8.85% + 2%).

25. The Complainants have also sought a penalty on the Respondent for false and misleading advertisements and misrepresentation under Section 12 of the Act. A claim for compensation for such loss falls within Section 71 of the Act and must be decided by the Adjudicating Officer. The Complainants are at liberty to approach the Adjudicating Officer in accordance with law. No separate penalty is imposed in this complaint.

E. Directions of the Authority

26. In exercise of the powers conferred under Sections 37 and 38 of the Real Estate (Regulation and Development) Act, 2016, and in view of the findings above, the following directions are issued:

i. The Respondent shall refund the amount of ₹54,00,001/- (Rupees Fifty-Four Lakhs and One only) paid towards Flat No. 412 in D-Block of the project "Alpine GMR Springfield", as follows: ₹11,00,001/- to the Complainants, and ₹43,00,000/- to State Bank of India towards the outstanding housing loan of the Complainants. Any surplus after closure of the loan shall be paid to the Complainants.

ii. The Respondent shall pay interest at 10.85% per annum (SBI MCLR of 8.85% + 2%) to the Complainants, calculated from the date of each payment until the date of actual refund.

iii. The Respondent shall comply with the above directions within 45 days from the date of this Order.

iv. The Complainants are at liberty to approach the Adjudicating Officer for compensation under Section 71 of the Act.

27. If the Respondent fails to comply with the above (i), (ii), (iii) directions, it shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

28. The complaint stands disposed of in the above terms. There shall be no order as to costs.

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

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

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