

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

COMPLAINT NO.7 OF 2024

4th Day of May, 2024

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

Sri Suresh Babu Rajoli

...Complainant

Versus

1. Sri Hari Babu Alugubilli, President,
Mayfair Visista Villa Owners Mutually Aided Cooperative Maintenance
Society Ltd.
2. Sri T. Srinivas Rao, President,
BHEL Mayfair Mutually Aided Co-operative Housing Society Ltd.

...Respondents

The present matter filed by the Complainant herein came up for hearing on 02.05.2024 before this Authority in the presence of Complainant in person, and Counsel for Respondent No.1, Sri Rajendra Mantha and Counsel for Respondent No.2, Sri Katta Laxmi Prasad and upon hearing the arguments, this Authority passes the following **INTERIM ORDER:**

2. The present Complaint has been filed under Section 31 of the Real Estate (Regulation and 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 following interim reliefs:

- a. provide villa keys and complete handover formalities; and*
- b. provide MyGate access to raise complaints, manage access to the Villa.*

3. The Complainant submitted that he booked a Villa via the Housing Cooperative Society model in BHEL Mayfair Villas in April 2018, and was allotted Villa # 376 in May 2022 and it was registered in November 2022. He submitted that the Respondent is not giving possession of his Villa # 376 and asking to pay Penalty of Rs.5685 towards Late Fee (Penalty) for Maintenance, Corpus Fund, Electricity Meter for which they have never sent the Complainant any Notice in any of the following forms Registered Post, Email, Phone, SMS.

4. It was submitted that the Complainant paid all the construction instalments in full & none of the basic amenities like Electricity (Power), Drinking Water, and Club House are ready. Despite the Project being in an incomplete condition, the society is demanding all the members (678 Villas) to pay the Corpus Fund (Rs.2,00,000), Maintenance with GST (Rs.2,71,000) and Electricity Meter (Rs.30,000) charges totaling about Rs.5,01,400. Further, that the Complainant paid full amount towards Corpus Fund, Maintenance and Electricity Meter charges totalling about Rs.5,01,400 (Five Lakhs One Thousand and Four Hundred Rupees).

5. That even after Clearing all the dues towards Corpus Fund, Maintenance and Electricity Meter charges the society has Denied to Handover my Villa Keys, instead the Respondent No.1 has imposed Penalty Charges of Rs.5,685 as late

fee for which they have never sent any Notice. That they have not provided the GST receipts for Maintenance, standard receipts for Corpus and Electricity Meter so far. Also, the Electricity meter charges of Rs.30,000 is being charged over and above the initial agreed charges.

6. He prayed that he is currently staying in a rented flat paying a rent of Rs. 52000 per month and also losing a rental income from the Villa which is estimated around 50000 per month because of the Respondent No.1 not handing over the villa keys to the Complainant. Therefore, the Complainant prayed to grant his interim relief.

7. *Per contra*, Respondent No.1 submitted that the maintenance society is not having any title to offer any of the villas to any person including the complainant herein. The handover of key of the villa allotted to the Complainant herein is no way concerned to the Respondent No.1 Society. The maintenance society is taking care of maintenance of our community named as "Mayfair Visista Villa Owners Mutually Aided Cooperative Maintenance Society Limited (Regd. No. TS/RRD/ MACS/2023- 53/FOW & M), Kondakal, R.R.District". The maintenance society is formed by the villa owners, who purchased the villas from the housing society called "BHEL MAYFAIR Mutually Aided Cooperative Housing Society Limited", which is only looking after maintenance issues of the community. Whereas the Housing Society is to provide villas to its members. So, it is the responsibility of the Housing Society about registration of villas, handing over the possession of the villas and related issues. Hence the maintenance society or the Respondent individually nothing to do with giving possession of the alleged villa to the complainant herein.

8. Accordingly, the Complainant was directed make the Housing Society as a party to the present Complaint, and vide Order dated 18.04.2024, the Housing Society through its President was impleaded as Party Respondent No.2.

9. During the hearing on 02.05.2024, the Respondent No.2 entered appearance and submitted that the Housing Society has handed over all the necessary documents including villa keys and responsibility of handing over of villa keys to the Maintenance Society i.e., the Respondent No.1. He also submitted that he shall submit a 'no-objection' to handing over the Villa Keys to the Complainant by the Respondent No.1 Society.

Interim Directions:

10. This Authority has perused the material on record and observes that the Respondent No.2 has admittedly registered the Villa No.376 in favour of the Complainant in the November 2022. As submitted by the Complainant, since that time onwards, without having possession of the said Villa, he has been diligently paying maintenance charges, however, disgruntled by the unreasonable penalty/late fee charges imposed by the Respondent No.1 Society, he filed the present Complaint.

11. In the peculiar facts and circumstances of the present case, it is evident that there is no valid reason as to why Villa keys have not been handed over to the Complainant despite the Complainant diligently paying the maintenance charges as sought for by the Respondent No.1 society. This Authority is of the view that depriving the Complainant of his Villa registered almost 1.5 years ago for a mere non-payment of penalty charges is unfair and unreasonable and

therefore, vide its powers under Section 36 and 37 of the Act, 2016, this Authority directs the Respondent No.1 Society to handover the keys of Villa No.376 to the Complainant immediately failing which appropriate action under Section 63 will be initiated against the Respondent No.1 Society.

12. Matter is listed for hearing and counter of Respondent No.2 on 13.06.2024.

Sd/-

Sd/-

Sd/-

.....
Sri K. Srinivasa Rao,
Hon'ble Member,
TS RERA

.....
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TS RERA

.....
Dr. N. Satyanarayana, IAS (Retd.),
Hon'ble Chairperson,
TS RERA

