

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

**COMPLAINT NO.213 OF 2024**

**15<sup>th</sup> June, 2024**

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

Sri B.Vishal Gautham

...Complainant(s)

Versus

M/s Jain Constructions & Ors.

...Respondent(s)

The present matter filed by the Complainant herein came up for hearing on 12.06.2024 before this Authority in the presence of Counsel K.V.Maallikarjuna Rao and Counsel Bindu Madala for Respondent and upon hearing the arguments of the parties, this Authority passes the following

**INTERIM ORDER:**

2. The present Complaint has been filed under 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. To hand over the complainant's flat keys by clearing pending maintenance dues to date.

3. The complainant submitted that he and his brother jointly purchased flat bearing No: G-B, Ground Floor, Block B, in "Sri Ram Gardens By Jains" by paying the entire sale consideration amounting to Rs. 1,70,00,000/- as per registration No. 2847/23 dated 02.02.2023. However, to date, the Respondent

has not handed over the flat keys to the complainant and has retained the flat keys illegally.

4. It was submitted that the complainant has paid the total amount for the flat. Subsequently, the complainant and the Respondent entered into a Memorandum of Understanding (MOU) dated 16.07.2022 for furnishing the flat with furniture and fixtures for a consideration amount of Rs. 31,00,000/-. As part of this agreement, the complainant provided a cheque bearing No. 265215, drawn on SBI, as security. After visiting the flat, the complainant identified pending works and specific fittings to be completed by the builders, who assured that these would be finished within two weeks, and the flat keys would be handed over by 01.02.2023. Following the MOU, the complainant made a part payment of Rs. 20,00,000/-. However, the Respondent failed to fulfill their commitment regarding the fixtures and fittings as per the MOU.

5. Meanwhile, the Respondent has dishonestly retained the keys to the unit and has been causing a hurdle in entering the unit since the date of first registration, i.e., 01.02.2023.

6. During the hearing, the Respondent denied collecting the amount of Rs. 20,00,000/-. They stated that since the complainant is due to pay Rs. 30,00,000/- as per the MOU for furniture and fixtures, the Respondent withheld the keys. They assured that upon receiving the amount, they would hand over the keys to the complainant.

**Interim Directions:**

7. This Authority has perused the material on record and observed that the Respondent has admittedly registered the unit in favor of the complainant on 02.02.2023. As submitted by the complainant, since that time, without having possession, he has been requesting the Respondent to hand over the possession as he has paid the entire sale consideration amount. Additionally, due to the association charging maintenance fees irrespective of him enjoying the amenities, he has been imposed maintenance dues for a year, leading to the filing of the present complaint.

8. In the peculiar facts and circumstances of the present case, it is evident that there is no valid reason for the Respondent to withhold the keys of the unit despite the complainant diligently paying the entire sale consideration amount. The Respondent has no liberty to withhold the keys of the said unit from the complainant based on MOU that was entered into subsequently for furniture and fixtures. After obtaining the entire amount and executing a registered conveyance deed in favor of the allottee, it is the responsibility of the Promoter to hand over possession of the apartment to the allottee as per Section 17 of the RE(R&D) Act.

9. This Authority is of the view that depriving the complainant of his flat, registered almost 1.5 years ago, for issues raised in the subsequent MOU is unfair, unreasonable, and a violation of the RE(R&D) Act. Therefore, exercising its power under Sections 36 and 37 of the RE(R&D) Act, this Authority directs the Respondent to hand over the keys of the concerned unit, i.e., Apartment No. G-B of the project "SRI RAM GARDENS BY JAIN," to the complainant immediately. Failure to comply will result in appropriate action under Section 63 of the RE(R&D) Act.

10. The matter is listed for hearing and counter of the Respondent on 20.06.2024.

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

**Sd/-**  
**Sri. Laxmi NaryanaJannu,**  
**Hon'ble Member**  
**TG RERA**

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