

TELANGANA REAL ESTATE APPELLATE TRIBUNAL: HYDERABAD

Krishna Hostel, First Floor, Dr. MCR HRD Institute Campus, Road No.25,
MP & MLAs Colony, Jubilee Hills, Hyderabad-500 033.

CORAM: Hon'ble Sri Justice A. Santhosh Reddy, Chairperson
Hon'ble Sri P. Pradeep Kumar Reddy, Judicial Member
Hon'ble Sri Vemula Sreekar, Administrative Member

T.A.No. 8 of 2025

Between:

BHEL Mayfair Mutually Aided Co-operative
Housing Society Ltd., represented by its President
Thammu Srinivas Rao, H.No.2435, First Floor,
MIG-1 (old MIG), BHEL, Ramachandrapuram,
Hyderabad.

...Appellant

AND

1. Suresh Babu Rajoli, S/o Nagappa Rajoli,
R/o A-108, Aparna Sarovar Zenith,
Nallagandla, Serilingampally, Hyderabad.

...Respondent/complainant

2. Mayfair Visista Villa Owners Mutually
Aided Co-operative Maintenance Society Ltd.,
represented by its President Hari Naidu
Alugubilli, BHEL Mayfair Villas, 1st Floor,
Club House, Sheriguda, Kondakal (v),
Shankarpally Mandal, Ranga Reddy District

3. M/s Greenmark Properties Pvt. Ltd.,
Plot No.26, Jubilee Enclave, Hitech City,
Madhapur, Hyderabad.

4. Telangana Real Estate Regulatory Authority,
DTCP Building, Ground Floor, 640, A.C. Guards,
Masab Tank, Red Hills, Hyderabad.

... Respondents

Counsel for Appellant	: Mr.N.Rajeshwar Rao
Respondent No.1	: Party-in-person
Counsel for Respondent No.2	: Mr.Ch.Anand Kumar
Counsel for Respondent No.3	: Mr.G.Hari Kumar
Date of Decision	: 12.08.2026



ORDER:: (*Per Hon'ble Sri Justice A. Santhosh Reddy*)

This appeal is filed at the instance of appellant/BHEL Mayfair Mutually Aided Co-operative Housing Society Limited assailing the Order, dated 08.11.2024, passed by the 4th respondent/Telangana Real Estate Regulatory Authority, Hyderabad, (hereinafter referred to as 'the Regulatory Authority'), in Complaint No. 07 of 2024, whereby the complaint filed by the 1st respondent/complainant has been disposed of with the following directions:

- (i) Appellant, respondent Nos.2 and 3 herein are jointly and severally liable to handover possession of the Villa No.376 to the 1st respondent/complainant, within fifteen days, subject to satisfying the provisions of Section 19 (7) of the Real Estate (Regulation and Development) Act, 2016 (for brevity 'the Act') by the complainant, failing which the appellant, respondents 2 and 3 herein shall be liable for penalty in accordance with the provisions of Section 63 of the Act.
- (ii) The complainant is directed to approach appropriate forum/respondents for MyGate access.
- (iii) Further, the complainant is directed to approach the Adjudicating Officer by way of filing an appropriate application in Form N as per the

provisions of the Act for the purpose of determination and computation of compensation.

2. For the sake of convenience, the parties are referred as they are arrayed in the present appeal.

3. Brief facts of the case, as per the complaint filed by the 1st respondent/complainant, are that he booked a Villa No.376, 'BHEL Mayfair Villas', situated at Sheriguda, Kondakal Village, Shankarpally Mandal, Ranga Reddy District, with the appellant/BHEL Mayfair Mutually Aided Co-operative Housing Society Ltd., in April 2018 and the same was allotted, in May 2022, and registered in favour of the complainant in November 2022. It was further stated that after registrations, all the members of Villas formed into another society in the name of Mayfair Visista Villa Owners Mutually Aided Co-operative Maintenance Society Limited i.e., the 2nd respondent herein. It was further stated that the old society (appellant herein) has also transferred the Maintenance and Corpus amount to the new society (2nd respondent herein). However, respondent No.2 herein was not handing over the possession of the Villa keys, instead it was asking the complainant to pay a penalty of Rs.5685/- towards late fee for Maintenance, Corpus Fund, Electricity Meter, for which they had never received a notice. It was

further stated that the complainant had paid the entire amount of Rs.5,01,400/- towards Corpus Fund, Maintenance and Electricity Meter charges after he came to know that the maintenance agreement was signed on 14.11.2023. That the 2nd respondent herein had not provided the GST receipts for maintenance and standard receipts for corpus and electricity meter. It was further stated that the complainant is staying in a rented flat by paying a monthly rent of Rs. 52,000/- and at the same time he is losing a monthly rental income of Rs.50,000/- from the subject Villa. It was further stated that the 2nd respondent/Maintenance Society was collecting unwarranted charges from the Members during re-sale of the property and also trying to rebrand the venture name as 'Mayfair Visista Villas' and that even though he had paid an amount of Rs.1300/- towards membership and share capital to the previous society, the 2nd respondent herein is again charging Rs.2,000/-. Therefore, the complainant sought the following reliefs:

- i. Provide Villa Keys after completing the formalities;
- ii. Provide MyGate Access;
- iii. Provide compensation of Rs.13,00,000/- + (Rs.50,000/- per month for further delay) towards delay in handing over possession of Villa, incomplete project works, maintenance charged without completion of the project, loss of rental

income per month from the Villa, rent incurred due to unavailability of Villa, harassment, and legal charges.

4. Respondent No.2/Maintenance Society filed a reply, *inter alia*, contending that there is no privity of contract between the complainant and the 2nd respondent to sell any Villa as alleged in the complaint and even the maintenance society does not have any title to offer any of the villas to any person including the complainant herein. 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". The Maintenance Society is only looking after the maintenance issues of the community, whereas the Housing Society is to provide registration of the villas and also handing over the possession of the villas to its members. It was further stated that the complainant is not a member of the Maintenance society and as such he is not entitled to question any issues relating to maintenance society. It was stated that the Maintenance Society has got every right to collect corpus fund, maintenance charges and other related amounts from the villa owners. The Housing Society has decided to appoint M/s. Live smart Property Management Services for maintenance of community for three years and fixed one-time advance payment of Rs.2,71,000/- towards

advance maintenance charges. The Housing Society had also demanded to pay Rs.2,00,000/- towards corpus fund and Rs.30,000/- towards Electrical Meter charges, totalling to Rs.5,01,000/- payable by each villa owner within the stipulated time and that the complainant and other villa owners have paid the said amount of Rs.5,01,000/- to the housing society or to the developer in time. After formation of Maintenance Society, the Housing Society transferred corpus fund to the maintenance society as per the procedures. It was further stated that the Housing Society is still in existence and still 46 villas have to be registered in favour of the purchasers either by the housing Society or by the landowner-cum-developer. Therefore, it is prayed that the complaint filed by the complainant deserves to be dismissed with heavy costs.

5. The 1st respondent/complainant filed a rejoinder to the aforesaid counter filed by the 2nd respondent herein, *inter alia*, contending that despite number of reminders from November 2023 to February 2024, the 2nd respondent/Maintenance Society failed to handover keys of the subject Villa. It was further stated that the 2nd respondent herein is aware of all the details of the owners, who purchased the Villas in the Project. It was further stated that the 2nd respondent, who is part of the so-called Maintenance Society, has sent an email to the complainant stating that

they cannot handover Villa Keys until he pays the penalty for the delay in paying the charges towards Corpus, Maintenance and Electricity. That the 2nd respondent herein along with few other committee members have started handing over possession of the Villas since 21.06.2023 to its members after they had taken over the control from the Housing Society. It was further stated that even though the project is still under progress and is not complete, the Maintenance Society is charging and forcing the members to pay the maintenance amount and penalties, if there is a delay in paying the said amount. That the Maintenance agreement itself was signed by the society, on 14.11.2023, with the third-party provider, however, it was effective from 01.09.2023. It was further stated that even though the complainant had paid the full amount of Rs.5,01,400/- towards Corpus Fund, Maintenance and Electricity Meter charges on 18.11.2023, the Maintenance Society has imposed penalty charges of Rs.5,685/-, which is arbitrary and illegal.

6. Appellant/BHEL Mayfair Mutually Aided Co-operative Housing Society filed a Counter, *inter alia*, contending that he had handed over the accounts relating to corpus fund of each member, maintenance amount and also the amounts collected towards electricity meter from the members till the date of handover i.e. 12.08.2023, to the 2nd respondent/

Maintenance Society Limited during the General Body meeting held, on 10.09.2023, between the complainant and the members of both the societies and as such the complainant cannot plead ignorance. It was further stated that 2nd respondent/Maintenance Society has superseded the appellant/Housing Society by taking over the responsibility except for it to arrange for the Sale Deed to be executed by the 3rd respondent/Greenmark Properties and the balance of its responsibilities i.e., handing over the villas including collection of corpus fund, maintenance fund, and electricity fund, and also the balance works pending with the Builder i.e., power connectivity to the villas, including cleaning villas and fixing leakages have been taken over by the 2nd respondent/Maintenance. It was further stated that handing over villa keys is being done by the 2nd respondent/Maintenance Society after receiving the amounts towards Corpus Fund, Maintenance Fund and Electricity Fund and the said society issues a mail to the 3rd respondent/Greenmark Properties to handover the keys and in turn the 3rd respondent has been handing over the keys only on the assurance of the 2nd respondent/ Maintenance Society. It was further stated that in some cases the said Maintenance Society and Greenmark properties have handed over the villas and keys without there being any registration of

sale deeds, which itself shows the collusion and illegal activities being performed in collaboration with each other.

7. After hearing the parties and perusing the entire material available on record, the learned Regulatory Authority, vide impugned order, dated 08.11.2024, disposed of the complaint filed by the 1st respondent/complainant as stated supra.

8. Being not satisfied with the aforesaid order of the learned Regulatory Authority, dated 08.11.2024, the appellant/Housing Society Limited filed the present appeal.

9. We have heard the learned Counsels appearing for the appellant, respondent Nos.2 and 3 as well as the 1st respondent/complainant, who appeared as party-in-person, and have gone through the entire material placed on record.

10. The point that arises for consideration in this appeal is as under:

Whether the impugned order, dated 08.11.2024, passed by the learned Regulatory Authority is sustainable in law?

POINT ::

11. It is borne out from the record that the appellant/housing society had entered into an agreement-cum-Memorandum of Understanding, dated, 11.02.2018, with the 3rd respondent/Greenpark properties, as per

which the 3rd respondent agreed to undertake Villa project for construction of 678 Villas along with club house and other amenities as set out therein for the benefit of members of appellant. Pursuant to the said understanding, the 3rd respondent/Greenpark properties obtained HMDA permission to construct the said Villas, vide permit No.11/LO/Plg/HMDA/2018, dated 22.05.2018, on behalf of the appellant.

12. Admittedly, the 3rd respondent/Greenmark Properties Private Limited has registered the subject project 'Mayfair BHEL' with the 4th respondent/Real Estate Regulatory Authority vide registration No.Po2400000159 dated 13.03.2019, which shall be valid for a period of five years commencing from 13.03.2019 to 31.05.2024, and developed the land situated at Sheriguda, Kondakal village, Shankerpally Mandal, Ranga Reddy District into plots and sold the same to appellant/housing society. Further, the 3rd respondent has also constructed the residential Villas and the same were allotted to the members of the appellant/housing society and executed conveyance deeds in favour of the members. It is also an admitted fact that the 1st respondent/complainant had booked the subject Villa No.376 with the appellant/housing society in the month of May, 2022 and that the

appellant/housing society has executed a registered sale deed, dated 18.11.2022, and delivered physical possession of the Villa in favour of the 1st respondent/complainant.

13. It is pertinent to mention here that after execution of the conveyance deeds, the members/owners of Villas formed into another society i.e., 2nd respondent/maintenance society and on its formation, all the affairs of the appellant/housing society including maintenance and corpus fund have been transferred to the 2nd respondent/maintenance society.

14. The main contention of the 1st respondent/complainant is that he has paid the entire amount of Rs.5,01,400/- towards corpus fund, maintenance and electricity meter charges to the 2nd respondent/maintenance society on 18.11.2023, after the 2nd respondent/maintenance society signed the agreement with the appellant/housing society on 14.11.2023. However, the 2nd respondent/maintenance society has denied to handover the Villa keys and also not provided My gate access to the 1st respondent/complainant, instead they have imposed penalty charges of Rs.5,685/- towards late fee for payment of maintenance, corpus fund and electricity charges, for which they have never sent any notice to the 1st respondent/complainant.

15. On the other hand, the learned Counsel for the 2nd respondent/maintenance society contended that in the complaint filed by the 1st respondent/complainant, the 2nd respondent/maintenance society was not made as a party, but it was the President of the 2nd respondent society, who was arrayed as a respondent to the proceedings. He further contended that the 2nd respondent society was incorporated in the year 2023 and the sale deed was executed in favour of the complaint by the appellant/housing society in the year 2022 and as such the 2nd respondent society is not liable for any acts even before it was incorporated.

16. A perusal of the complaint filed by the 1st respondent/complainant would clearly establish that he was mainly aggrieved by the inaction of the 2nd respondent/maintenance society in handing over Villa keys and providing Mygate access, but not against the appellant/housing society. Further, from a perusal of an e-mail admittedly issued by the 2nd respondent/maintenance society, it is evident that the possession of Villa shall be handed over subject to clearance of the penalty fees payable by the complainant.

17. It is borne out from the record that, initially, the appellant/housing society, aggrieved by the finding of the learned Regulatory Authority in holding that the appellant along with the 2nd respondent/maintenance

society and the 3rd respondent/Greenmark properties are jointly and severally liable for handing over possession of the subject Villa to the 1st respondent/complainant, filed the present appeal before this Tribunal and this Tribunal, vide order, dated 04.03.2025, allowed the appeal by setting aside the impugned order, dated 08.11.2024, passed by the Regulatory Authority in Complaint No.07 of 2024, insofar as it pertains to the appellant/housing society. Aggrieved by the said order, the 2nd respondent/maintenance society filed Second Appeal RERA No.02 of 2025 and the Hon'ble High Court, vide its judgment, dated 01.09.2025, allowed the said Second Appeal by setting aside the order, dated 04.03.2025, passed by this Tribunal in T.A.No.8 of 2025 and remanded the matter for fresh consideration by giving an opportunity to the 2nd respondent/maintenance society to lead evidence on its behalf.

18. On remand, this Tribunal, on 16.12.2025, after hearing the parties, directed the appellant/housing society along with respondent No.2/maintenance society and respondent No.3/Greenmark properties to handover the subject Villa keys to the 1st respondent/complainant. Further, on 05.01.2026, this Tribunal directed the 1st respondent/complainant to submit the prescribed application for membership to the 2nd respondent/maintenance society and that the

learned Counsel for the 2nd respondent has made an assurance that the 2nd respondent will direct the 3rd respondent/Greenmark properties to handover the Villa keys to the authorized person of the 1st respondent/complainant.

19. When the matter was taken up for hearing, on 12.01.2026, it is brought to the notice of this Tribunal that the appellant, respondents 2 and 3 failed to comply with the aforesaid orders of this Tribunal. Therefore, this Tribunal, in order to ascertain whose role, it is to handover the Villa keys to the 1st respondent/complainant, directed the Commissioner, Co-operation and Registrar of Co-operative Societies, Government of Telangana to make an enquiry into the matter by appointing a senior officer/Joint Commissioner or equivalent rank officer to examine the appellant/housing society and the 2nd respondent/maintenance society and to complete the said enquiry after affording an opportunity of hearing to all the parties including the members of co-operative societies, within a period of five weeks from the date of receipt of a copy of this order.

20. On 09.02.2026, when the matter was taken up for hearing, learned Counsel for the appellant/housing society filed a memo along with proceedings of the Registrar, Mutually Aided Co-operative Societies,

Telangana and also primary details of W.P.No.3625 of 2026 filed by him. Further, the Registrar, Mutually Aided Co-operative Societies, Telangana, filed a letter, dated 28.01.2026, appointing the Joint Registrar to conduct the inquiry into the matter and to submit a report within 30 days. On 30.03.2026, this Tribunal, has appointed one of the staff members of this Tribunal Mr.Thirupathaiah and also one Mr.Anjaiah, Technical Consultant working in the Regulatory Authority, to examine the habitable condition of the subject Villa and to submit a report. Accordingly, the said Inspection Team visited the said Villa on 01.04.2026, and stated that as the keys of the Villa were not available, the Inspection Team could not enter into the Villa to examine the habitable condition of the said Villa. In compliance of the said order, learned Counsels for respondents 2 and 3 reported no objection for preparing duplicate Villa keys and assured that they will not interrupt for water and power supply to the subject Villa.

21. A bare reading of the complaint filed by the 1st respondent/complainant makes it clear that the grievance of the 1st respondent/complainant is against the 2nd respondent/maintenance society in demanding the late fees by way of penalty in addition to the amounts already collected from him on 18.11.2023. The documents filed

by the appellant/housing society and the 1st respondent/complainant clearly establish that the 2nd respondent/maintenance society in association with the 3rd respondent/Greenmark properties took the responsibility of handing over Villa keys to the members of the society. The Gmail, dated 21.11.2023, sent by the 2nd respondent/maintenance society to the 1st respondent/complainant reveals that unless late fee is cleared, keys will not be given and as such the 2nd respondent/maintenance society now cannot deny the issuance of mail as a typing mistake. Further, the email, dated 21.11.2023, sent by the 2nd respondent/maintenance society to the 1st respondent/complainant reads as under:

“We have received and verified your payment. Please note that there is an outstanding late fee of Rs.5,685/- (payable to General Fund Account ending in 16) for dues calculated from 01.11.2023. This fee must be cleared before you can receive your keys.”

22. From a perusal of the newsletters issued by the President of the 2nd respondent/maintenance society in September, 2023, it is evident that they have handed over 300 villas and collected the maintenance and corpus fund from the members of the society. It is further evident from the record that the appellant/housing society, in the month of April, 2023,

handed over the Villa keys for about 40 Villas those who have paid the corpus fund and maintenance charges and after formation of the 2nd respondent/maintenance society on 12.07.2023, as per the request of the 2nd respondent society through its letter dated 22.07.2023, the amounts collected from 45 members have been transferred to the account of the 2nd respondent/maintenance society.

23. During the pendency of the appeal, the 1st respondent/complainant has obtained MyGate access through the 2nd respondent/maintenance society and Villa keys through private key maker arranged by the appellant/housing society, as per the directions of this Tribunal. Therefore, the relief relating to access and possession of the subject Villa stands substantially complied with, without prejudice to the separate compensation proceedings, if any, before the competent Adjudicating Officer.

24. For the aforementioned reasons, we are of the considered view that the liability or responsibility of the appellant/housing society cease to exist and as such the appellant cannot be held responsible for handing over Villa keys to the 1st respondent/complainant. In the instant case, the dispute is purely between the 1st respondent/complainant and respondent No. 2 only. Therefore, in our considered view, the learned

Regulatory Authority has lost sight of it and gone beyond the pleadings of the complaint and as such fixing the liability jointly and severally against the appellant/housing society is contrary to the facts and documents on record.

25. In the result, the appeal is disposed of with the following observations:

- (i) Since the 1st respondent/complainant has obtained MyGate access and subject Villa keys with possession, in compliance with the orders of this Tribunal, dated 30.03.2026, nothing survives for further adjudication in the matter.
- (ii) The impugned order, dated 08.11.2024, passed by the learned Regulatory Authority in Complaint No.07 of 2024 is hereby set aside insofar as the appellant/housing society is concerned.
- (iii) The 1st respondent/complainant is at liberty to approach the Adjudicating Officer with regard to the award of compensation against the deficiencies in the subject Villa raised by him in this appeal.
- (iv) There shall be no order as to costs.

(v) Pending miscellaneous applications, if any, shall stand closed.

(vi) Registry is hereby directed to transmit a copy of this order to the parties and the Regulatory Authority as per section 44 (4) of the Act.

Sd/-

A. SANTHOSH REDDY, J
(CHAIRPERSON)

Sd/-

P. PRADEEP KUMAR REDDY
(JUDICIAL MEMBER)

Sd/-

VEMULA SREEKAR
(ADMINISTRATIVE MEMBER)

12.08.2026
GSN

REGISTRAR
TG REAT