



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1950 of 2022
Date of filing:	22.08.2022
Date of first hearing:	18.10.2022
Date of decision:	23.01.2025

S Block Kingsbury Resident Welfare Association
through its General Secretary, Sh. Dheeraj Kumar
R/o S-Block Kingsbury Resident Welfare Society,
S-4, 1001, Kingsbury Apartment, Sector-61, Kundli
Sonepat, Haryana- 122012

....COMPLAINANT

VERSUS

1. TDI Infrastructure Ltd. through its Proprietor/Managing Director

Registered office: Upper Ground Floor,
Vandana Building, 11, Tolstoy Marg,
Connaught Place, New Delhi

2. TDI Realcon Pvt. Ltd through its Director

Registered Office: Upper Ground Floor,
Vandana Building, 11, Tolstoy Marg,
New Delhi-110001

**3. Cannes Property Management Pvt. Ltd. through its
Managor/Managing Director**

Registered Office: Mahindra Tower, 2A
New Delhi

....RESPONDENTS

CORAM: **Nadim Akhtar**
 Dr. Geeta Rathee Singh
 Chander Shekhar

Member
Member
Member

Present: Mr. Tarjit Singh, Counsel for the complainant-association through VC.

Mr. Shubhmit Hans, Counsel for the respondent, in person.

ORDER (NADIM AKHTAR -MEMBER)

1. Present complaint dated 22.08.2022 has been filed by the complainant's association under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. FACTS OF THE COMPLAINT

2. Facts of the complaint are such that the complainant is a registered welfare society bearing Registration No. 02465 of 2018 under the Haryana Registration and Regulation of Societies Act, 2012, and is entitled to file a complaint on behalf of its members. There are 192 apartments in Block Nos. 17A, 17B, 17C, and 17D, also known as S-1, S-2, S-3, and S-4, situated in Sector-61, Nangal Kalan, Kundli, Sonapat. As per the rules and regulations of the society, every apartment owner is a



member of the association, and the present complaint is filed through its general secretary, Mr. Dheeraj Kumar, on behalf of S Block Kingsbury Residents Welfare Association (Regd.) (SBKRWA). The primary objective of the association is to ensure the welfare of the residents of Kingsbury Apartments. The Director General, Town and Country Planning Department, Haryana, issued instructions vide Memo No. PF-40B/JE(BR)/2012/20310-312 dated 10.10.2012 regarding the constitution of a condominium association under the Haryana Apartment Ownership Act, 1983.

3. That the complainant has submitted a list of its members along with details of their respective flats, KFL IDs, and possession dates. The present complaint arises from the arbitrary and illegal acts of the opposite parties, which amount to deficiency in service, unfair trade practices, and fraud committed upon the members of the complainant society, thereby entitling the complainant to compensation for the damages suffered. The complainant society consistently works in the best interest of its members residing in Blocks 17A, 17B, 17C, and 17D of Kingsbury Group Housing Apartment, Sector-61, Kundli, Sonapat, Haryana.
4. That on 07.07.2012, Intime Promoters Pvt. Ltd., C/O Navjyoti Overseas Pvt. Ltd., 7th South Patel Nagar, New Delhi-8, and Namah Shivay Buildtech Pvt. Ltd. were granted License No. 72 of 2012 under the Haryana Development and Regulation of Urban Areas Act, 1975, for



setting up a residential group housing colony on land situated in Khasra No. 40//11/2, 20/2 min - N, 41//6/2, 7/1, 14/2, 15, 16/1 min - N of Village Nangal Kalan, Sector-61, Sonapat, measuring 3.16 acres, in addition to License No. 17 of 2008 dated 01.04.2008. Subsequently, Navjyoti Overseas Pvt. Ltd. and M/S TDI Infrastructure Ltd. filed Civil Suit No. 442 of 2013 on 13.10.2012 before the Learned Civil Judge, Sonapat, seeking a permanent injunction against Naresh Kumar and Ramesh Kumar regarding land bearing Rectangle and Killa Nos. 30//15 (08K-0M), 31//12(07K-10M), 20/1(06K-02M), 11(07K-19M), and 9/1, measuring 4.94 acres in the revenue estate of Nangal Kalan. The Directorate of Town and Country Planning, Haryana, sanctioned the building plan for the project under License Nos. 72 of 2012 and 79 of 2008 vide Memo No. 33219 dated 12.03.2013.

5. That from 08.01.2014 to 10.01.2019, Intime Promoters Pvt. Ltd., formerly known as TDI Infrastructure Pvt. Ltd., offered possession of Towers 17A, 17B, 17C, and 17D, now known as S-1, S-2, S-3, and S-4, to members of the complainant society. Between 2013 and 2019, respondent no.1 executed Apartment Buyer Agreements with the members of the complainant. The opposite parties also executed conveyance deeds/registered sale deeds in favour of some members of the complainant society. However, the conveyance deeds executed for the 12th and 13th floors of Block Nos. 17A, 17B, 17C, and 17D failed to



clarify the duplex units, as they mention an area of 1964 sq. ft. on the 12th floor, whereas the sanctioned building plan permits only 367 sq. m of saleable area on the 12th floor.

6. That the opposite parties committed fraud upon the duplex owners of the 12th and 13th floors. A booklet of possession certificates was issued to society members by the opposite parties. The Director, Town and Country Planning Department, Haryana, issued an occupation certificate to Namah Shivay Buildtech Pvt. Ltd. and others in collaboration with TDI Realcon Pvt. Ltd. for Blocks 17A, 17B, 17C, and 17D, each containing 48 dwelling units. The occupation certificate states that Block 17A (S-1) covers 4300.06 sqm, Block 17B (S-2) covers 4315.68 sqm, Block 17C (S-3) covers 4315.68 sqm, and Block 17D (S-4) covers 4300.06 sqm.
7. That on 12.04.2018, a meeting was held between the respondents and the Managing Director of the company, where minutes were signed regarding the handover and takeover of the society's maintenance. Civil Suit No. 442 of 2013, filed by Navjyoti Overseas Pvt. Ltd. and TDI Infrastructure Pvt. Ltd., was dismissed on 14.02.2019. The wife of Naresh Kumar also filed Complaint No. CMF-2019-064651 through CM Window Haryana, which was disposed of with a report by the Naib Tehsildar, Rai, Sonapat, confirming that all construction and registries of Towers 17 and 18 (S&W Block) had been stopped pursuant to Civil Suit No. 442 of 2013.



8. That on 08.02.2022, this Hon'ble Authority disposed of Complaint No. 1012 of 2020, granting liberty to file a fresh complaint after withdrawing the pending matter before the National Consumer Disputes Redressal Commission (NCDRC). The complainant withdrew Consumer Complaint No. 1727 of 2019 from the NCDRC. The complainant also sought an estimate for exterior building repairs from architect Navcen Gupta, who assessed the cost at ₹40,00,000. The respondents, as promoters under the Real Estate (Regulation and Development) Act, 2016, failed to fulfill their statutory obligations, particularly under Section 11(4)(f) regarding execution of conveyance deeds.
9. That the opposite parties misrepresented ownership of the project land and executed agreements with society members despite litigation over the title since 2013. They failed to initiate suits for declaration or specific performance regarding agreements with landowners, and the land remains in joint possession with Ramesh Kumar. The opposite parties never had a clear title to the land from 2008 to 2019, yet executed sale deeds in collusion with revenue authorities. The sale deeds were obtained fraudulently, making the members entitled to refunds with interest.
10. That as per clause 10.2 of the Apartment Buyer Agreement, maintenance charges were to be levied by the maintenance agency (OP No.3) from the date of issuance of the occupation certificate, i.e., 28.08.2017, and were to be fixed on an estimated basis, subject to adjustment against actual



audited expenses at the end of the financial year. The terms and conditions of the agreement remained unchanged and were binding on OP No.1 and the members of the complainant society. OP No.1 had offered possession from January 2014, and the members of the complainant society took possession up until January 2019. Apartment owners with an area of 1264 sq. ft. were paying Rs. 6,712/- quarterly to OP No.3, while duplex owners with an area of 1964 sq. ft. had to pay Rs. 9,963/- quarterly.

11. Maintenance charges were paid by apartment owners to OP No.3 until 28.08.2017. However, OP No.3 had illegally collected maintenance charges from January 2014 to 28.08.2017, despite not having the right to do so before the occupation certificate was issued. Consequently, the amount collected during this period was refunded to the members of the complainant society with an interest of 24% per annum. Furthermore, OP No.3 had no authority to unilaterally alter the terms and conditions of the Apartment Buyer Agreement, which was executed between OP No.1 and the members of the complainant society.
12. That the opposite parties sold unauthorized excess area, violating occupation certificate terms, maintenance clauses, and environmental norms. The National Green Tribunal (NGT) fined the respondents Rs. 72 crores for environmental violations. Further, they failed to transfer Interest-Free Maintenance Security (IFMS) of Rs. 45,73,504 to the



complainant association which as per builder buyer agreement, shall be transferred to the association and not to an individual, misused society funds, and imposed arbitrary electricity charges. The complainant apprehends that the respondents may abscond with society members' funds.

13. That in view of the aforementioned facts, the complainant and its members have suffered irreparable losses due to the fraudulent and illegal actions of the opposite parties, entitling them to appropriate reliefs as prayed for in the complaint. Relevant documents substantiating these claims are annexed herewith.

B. WRITTEN ARGUMENTS ON BEHALF OF THE COMPLAINANT

On 30.01.2025, the complainant submitted their written arguments, raising various allegations, wherein it was stated that:

14. The present complaint is filed by the complainant association, which is a registered entity, through its General Secretary. The association submits this complaint on behalf of 192 flat owners in towers/blocks 17A, 17B, 17C, and 17D. A certificate of registration was issued by the District Registrar, Haryana, on 26 April 2018. A copy of the certificate of registration of the society is included with this complaint as Annexure C-1.

15. The respondents no. 1 and 2 applied for a group housing license for 10.91 acres with other landowners, which was granted by the Town and



Country Planning Department of Haryana as License No. 79 of 2008 on April 1, 2008. They later applied for an additional 3.16-acre residential group housing license, which was granted on July 7, 2012. The sanction plan approval was granted by the competent authority. An occupation certificate dated 28 August 2017 was issued by the competent authority regarding four blocks 17A, 17B, 17C, and 17D of the complainant, covering various other blocks and shopping areas.

16. The complainant initially filed Consumer Complaint No. 1727 of 2019 before the National Consumer Disputes Redressal Commission (NCDRC), New Delhi, but withdrew the complaint on 16 February 2022 to approach the present Authority. This withdrawal was made in compliance with the order of this Authority, which permitted filing a fresh complaint after withdrawal from NCDRC. The complainant also filed Complaint No. 1012 of 2020 before this Hon'ble Authority, and through its order dated 8 February 2022, Authority granted liberty to file a fresh complaint after withdrawing the matter from NCDRC. After withdrawing the complaint from NCDRC, the complainant has now filed the present complaint in accordance with the directions given by this Authority. Since the grievances were initially raised in 2019, the respondents have been well aware of these issues since then and cannot claim ignorance or delay in raising the matter.



17. The respondents made fraudulent misrepresentations and concealed material facts concerning the ownership and title of the land on which the complainant association's towers/blocks are situated. As per Clause B of the Apartment Buyer Agreement (ABA), the respondents explicitly declared that they were fully authorized and competent to develop the said land into an integrated township and that the land was free from all encumbrances. Based on this representation, members of the complainant society executed the ABA with TDI Infrastructure Ltd. in good faith. However, contrary to this assurance, the land was never free from encumbrances, and the respondents did not have complete ownership rights over the property in question. This constitutes fraud, misrepresentation, and breach of contract, as the respondents induced the complainant society members into purchasing apartments under false pretenses. The complainant society demands an immediate refund of the entire amount paid by its members, along with 24% interest per annum from the date of payment, as the respondents were never legally entitled to sell the apartments.
18. The respondents filed a suit for permanent injunction against one of the landowners, Naresh Kumar S/o Mange Ram, before the Ld. Civil Judge, Sonapat, which was dismissed on 14 February 2019. To date, the respondents never filed a civil suit for declaration or specific performance as they had no agreement with the said landowner. The land is in joint



possession with Ramesh Kumar, the brother of Naresh Kumar. However, Ramesh Kumar sold his share, approximately 2.5 acres, to respondent no. 1, making respondent no. 1 the owner of Ramesh Kumar's share. The respondents, however, are not the owners of Naresh Kumar's share of approximately 2.5 acres as per the revenue laws applicable in Haryana. The respondents should have filed a partition suit or a declaration suit against Naresh Kumar and his legal heirs, but no such suit has been filed to date. From the year 2008 to 2019, the respondents were not the legal owners of the entire land.

19. The respondents did not disclose these facts to the members of the society. The society members became aware of the legal issues surrounding the land when the I.d. Civil Judge, Sonapat, dismissed the suit filed by the respondents on 14 February 2019. The respondents, therefore, committed fraud by selling apartments without disclosing that they did not have complete title over the land. The License numbers 79 of 2008 and 72 of 2012 were issued in the name of Namah Shivay Build Tech Pvt. Ltd. and Intime Promoters Pvt. Ltd., respectively, and are associated with Navjyoti Overseas Pvt. Ltd. The landowners won the case filed by the respondents before the civil court in Sonapat. The respondents later appealed against the lower court's order, which was decided in their favor, but the landowners filed an appeal before the Hon'ble Punjab and Haryana High Court, which granted a stay in their



favor. Ownership details from the Jamabandi still reflect the landowners' names.

20. Given the above facts, the respondents should refund the amount paid by the members of the complainant society, along with interest based on the Apartment Buyer Agreement due to fraud. Respondent no. 1 sold individual flats ranging from Rs. 30.00 lakh to Rs. 36.00 lakh, featuring a super area of 1264 square feet, and penthouses/sky villas ranging from Rs. 45.00 lakh to Rs. 55.00 lakh. There are approximately 192 apartments in the complainant's towers/blocks, and respondent no. 1 has received approximately Rs. 61.00 crore from these 192 members. Therefore, respondent no. 1 must refund approximately Rs. 62.00 crore, with 24% interest, due to the lack of title and rights over the land where the complainant's towers are situated. This request is made specifically by the association in the members' best interests to avoid multiple litigations.

21. The respondents also sold excess areas in the complainant's towers in violation of the Occupation Certificate dated 28 August 2017 and the sanctioned building plan. As per the Occupation Certificate and the Sanctioned Building Plan, respondent no. 1 was permitted to sell only 4300.06 sqm for 48 dwelling units per tower. However, respondent no. 1 unlawfully sold an excess area beyond the approved limits. The total excess area sold amounts to approximately Rs. 9 crore, which is not in



compliance with the terms of the Occupation Certificate and the Sanctioned Building Plan. The complainant society demands an immediate refund of Rs. 9 crore for the unauthorized sale of excess areas.

22. The respondents unlawfully collected maintenance charges from the members of the complainant association before obtaining the Occupation Certificate. As per Clause 10.2 of the Apartment Buyer Agreement, maintenance charges were to be levied only from the date of the Occupation Certificate. Despite this, the respondents granted possession starting in 2014 and unlawfully collected maintenance charges from January 2014 onwards, even though the Occupation Certificate was obtained only on 28 August 2017. The members of the complainant association were compelled to pay maintenance charges amounting to Rs. 1.3 crore before the issuance of the Occupation Certificate. The respondents are liable to refund this amount, along with interest, as such a collection constitutes unjust enrichment and a deficiency in service.

23. The respondents have also unlawfully withheld Interest-Free Maintenance Security (IFMS) amounting to Rs. 58,00,000/- which was collected from the members of the society. Despite multiple notices and orders, the respondents have failed to hand over the IFMS amount and relevant maintenance documents to the complainant association, which has been managing the society's maintenance for the last six years. The Hon'ble Authority has previously directed that the IFMS amount must be



transferred to the Residents' Welfare Association (RWA), yet the respondents continue to withhold the funds.

24. The complainant alleges that the respondents have unlawfully withheld the Interest-Free Maintenance Security (IFMS) of ₹58,00,000/- collected from the society's members and have failed to properly hand over maintenance responsibilities, assets, and documents to the Residents' Welfare Association (RWA), despite multiple notices and orders from the Hon'ble Authority. The respondents themselves issued notices instructing the association to take over maintenance and execute necessary documents, yet they failed to transfer the IFMS or provide crucial documentation such as the Change of Land Use (CLU) approval or agreements. This constitutes negligence, breach of trust, and unfair trade practices. The complainant seeks immediate refund of the IFMS along with maintenance-related documents.

25. The Hon'ble Authority has previously ruled in Kanwar Singh vs. Mudra Finance Ltd. (Complaint No. 464 of 2019) that IFMS is a non-refundable security meant for future capital work and must be handed over to the association. Despite this, the respondents have retained the amount without justification. The association began collecting maintenance charges from July 2018 based on a mutual agreement recorded in minutes of a meeting held in April 2018, where the respondents had agreed to hand over maintenance by June 30, 2018. Further, as per the builder-



buyer agreement, every flat owner contributed IFMS, which was to be transferred to the association as an emergency fund. However, the respondents have failed to do so, violating legal obligations. The complainant seeks immediate refund of ₹58,00,000/- with 18% interest, along with an account statement.

26. The respondents are also accused of illegally transferring ownership of flats through internal transfers without executing conveyance deeds, resulting in revenue losses for the Haryana Government. Despite obtaining the Occupation Certificate in August 2017, they continued to facilitate transfers using allotment letters, avoiding stamp duty and charging an unauthorized fee of ₹33,000/- per transfer. Such actions violate the Registration Act, 1908, HRERA Act, 2016, and the Haryana Apartment Ownership Act, 1983, rendering the transactions unlawful. The complainant asserts that no provision under the Haryana Development and Regulation of Urban Areas Act, 1975 or HRERA allows for such internal transfers, making the respondents' actions both illegal and fraudulent. By issuing allotment letters before and after obtaining the Occupation Certificate, the respondents misled buyers and evaded legal scrutiny. The complainant seeks immediate cessation of these unlawful transfers, an investigation into past transactions, and recovery of revenue losses from the respondents rather than the flat owners who acted in good faith. Additionally, the complainant demands



an audit to assess the financial impact on the Haryana Government due to these illegal transfers.

27. Further, the respondents have failed to execute the conveyance deed for common areas as mandated under Section 17(1) of HRERA. This provision requires the promoter to register the conveyance deed in favour of the association and hand over possession of common areas. Under the Haryana Apartment Ownership Act, 1983, common areas include land, foundations, roofs, parking areas and essential facilities. The respondents have neither executed the required deed nor filed the mandatory declaration before the competent authority, violating Sections 11 and 12 of the Haryana Apartment Ownership Act. Since HRERA is a central law, it prevails over state laws under the Doctrine of Repugnancy, giving the Hon'ble Authority the power to direct the respondents to register the conveyance deed. The complainant seeks directions to compel the respondents to execute and register the conveyance deed for common areas and impose strict penalties for non-compliance.

28. The respondents have also failed to obtain a completion certificate despite receiving the occupation certificate in August 2017, and they lack the necessary environment clearance. The complainant alleges that they have not provided any proof of environmental approvals, nor annexed relevant documents in their replies. The respondents have been discharging untreated sewage onto adjacent plots, in violation of environmental laws.



The National Green Tribunal (NGT) has already imposed a fine of ₹72,00,000/- on the respondents for environmental violations. The complainant seeks directions to compel the respondents to complete the project in accordance with License Nos. 72 of 2008 and 79 of 2012, obtain the Completion Certificate and set up a properly functioning Sewage Treatment Plant (STP) as per the sanctioned plan, ensuring it is connected to the government line. The complainant also seeks an order mandating the respondents to secure Environment Clearance from the competent authority.

29. Lastly, the respondents have failed to comply with sanctioned building plans regarding parking allocation. The complainant has identified discrepancies in land ownership, parking availability and deviations from the layout plan for Towers 17A, 17B, 17C, and 17D. Certain land portions meant for parking and a primary school are not in the possession of the respondents, reducing the total available parking space. Despite repeated requests, the respondents have not provided specific parking allocations to flat owners, constituting a breach of contract and unfair trade practices. The complainant demands immediate compliance with the sanctioned plan, proper allocation of numbered parking spaces for all 192 flats, and compensation for affected members due to loss of parking space.



30. The complainant asserts that the respondents have failed to complete the requisite electricity setup, including the installation of transformers, electricity panels, and other essential equipment, as mandated under License No. 72 of 2008 and License No. 79 of 2012. The project lacks a permanent electricity connection and the necessary infrastructure to meet the load requirements, leaving the residents without a reliable and adequate supply. The failure to secure a proper electricity setup has resulted in severe hardship for the residents. Despite collecting electricity charges from the association and individual residents, the respondents have not remitted payments to Uttar Haryana Bijli Vitran Nigam (UHBVN), leading to an outstanding liability of approximately ₹29 crores. This mismanagement has caused illegal disconnections, including interruptions to lifts and common areas, thereby endangering the safety of vulnerable residents. Communications from UHBVN corroborate that the respondents have repeatedly defaulted on their payment obligations, further suggesting misappropriation of funds meant for ensuring a continuous power supply. In addition to the financial irregularities, the electricity supply is being sourced from a remote power station located about 11 kilometers away instead of a dedicated urban connection. This has resulted in frequent and prolonged power outages, far exceeding the permissible limits, with documented instances of power cuts lasting several days. Billing discrepancies—such as excessive charges under the



guise of diesel costs—and the use of substandard electrical cables, which have led to hazardous cable failures, further exacerbate the situation. The complainant seeks immediate remedial measures, including the installation of a dedicated 33 kVA power station, replacement of inferior cables, refund of excess charges, and the establishment of an escrow account for electricity bill funds.

31. The respondents have also neglected their statutory obligation to transfer maintenance responsibilities to the association. Despite clear instructions and legal requirements under the RERA Act, HRERA Rules and earlier government directives, the respondents have delayed the maintenance handover. Consequently, the complainant association has been compelled to manage vital services such as cleaning, water supply, lift maintenance, and security, while critical facilities like the Sewage Treatment Plant (STP) and Fire Pumps remain unattended. The lack of proper handover is compounded by the failure to provide necessary documentation, including signed tri-party agreements or minutes evidencing the transfer of maintenance responsibilities.
32. Further compounding the safety concerns is the malfunctioning fire pump system. The fire pumps and associated fire lines are either non-functional or severely damaged, posing a serious risk to the residents in the event of an emergency. The complainant demands that the respondents replace and upgrade the fire safety equipment immediately to ensure compliance



with relevant fire safety norms and to safeguard the lives of the building occupants.

33. The physical condition of the building is also deteriorating due to the use of inferior quality construction materials. The repeated falling off of plaster from the exterior walls has not only affected the building's aesthetics but also raised serious structural safety concerns. With repair costs escalating, the complainant urgently seeks directions for the respondents to undertake immediate repairs and whitewashing to restore the building's structural integrity and visual appeal.

34. In light of the cumulative deficiencies, including the incomplete electricity setup, financial misappropriation, failure to transfer maintenance responsibilities, compromised fire safety and structural deterioration, the complainant prays for comprehensive directions. These include immediate restoration and upgrade of the electricity infrastructure, enforcement of a permanent and reliable power connection, full settlement of outstanding dues to UIIBVN with proper proof of payments, an independent audit of collected electricity charges and compensation for the financial and mental distress caused to the residents. The complainant further seeks strict penalties for non-compliance and directives ensuring that all future transfers and maintenance obligations adhere fully to the statutory requirements, so as to protect the interests and safety of the residents.



C. RELIEFS SOUGHT

35. In view of the facts mentioned above, complainant prays for the following relief(s):-

- i. To direct the respondent no. 1 has to refund the amount of Rs. 62.00 crores approx. with interest of 24% to the members of the complainant society from the date of payment on the ground of fraud because they do not have any title, right upon the land in which Tower nos. 17A, 17B, 17C and 17D are situated or clear the title of the land from land owners.
- ii. To direct the respondent no.1 has to refund the excess amount of Rs. 9.00 crores approximately to the members of the complainant society for the excess area sold by OP no.1 which is illegally sold and contrary to the terms and conditions of occupation certificate and sanctioned building plan as well as terms and conditions of CLU of Block Nos. 17A, 17B, 17C and 17D.
- iii. To direct the respondent no. 3 has to refund the maintenance charges from January, 2014 till 28/8/2017 of Rs. 1.30 Crores (Rs. One crore thirty lacs only) alongwith interest of 24% p.a., to the members of the complainant society of Block Nos. 17A, 17B, 17C and 17D, as per Clause 10.2 of the Apartment Builder Buyer Agreement and occupation certificate dated 28.08.2017.



- iv. To direct the respondent nos. 1 and 2 to pay interest free maintenance security of Rs. 58,00,000/- lakhs (Fifty Eight Lakhs) of 192 flats/members to the complainant i.e. association.
- v. To direct the respondent no.1 and 2 to complete the project work as per the terms and conditions of the License No. 72 and 79 of 2012.
- vi. To direct the respondents to obtain an environment clearance from the competent authority as per law.
- vii. To direct the respondents to establish STP plant as per the building sanction plan and the same was connected to the main line of the government as per guidelines and policies of the government.
- viii. To direct the respondents to provide the complete electricity setup as per the load provided to the members of the society in ESS i.e. transformer etc. etc.
- ix. To direct the respondents to obtain a completion certificate, from the competent authority.
- x. To direct the respondents to provide the parking of each members i.e. 192 flats/ members of the complainants as per the R, building sanction plan.
- xi. To direct the respondents to register a conveyance deed of common area in the name of the complainant i.e. association.



- xii. To direct the respondents to transfer the electricity meter in the name of the association i.e. complainant.
- xiii. To direct the respondents to repair and white wash of the s complainant building.
- xiv. To direct the respondents stop the internal transfer of ownership and further do not interfere in the affairs of the members of the society after the conveyance deed.
- xv. To direct the respondents no.1 and 2 to give electricity load as per the requirements of the society members/ flat owners.
- xvi. To direct the respondent no.3 to pay the electricity bill to UHBVN on regular basis which he collected from the society members/flat owners on prepaid basis.
- xvii. To direct the respondents not to threaten the complainant association as well as their members to cut their electricity service without following the due process of law.
- xviii. To direct the respondents to follow the regulations laid down by the Haryana Electricity Regulatory Commission through notification dated 22.04.2020.
- xix. To direct the respondent nos.1 and 2 to lay down electricity cable of sufficient load as per the UHBVN policies.
- xx. To direct the respondents to establish the 33 KVA Power Station as per the layout plan government policies of Kingsbury Apartments.



- xxi. To direct the respondents to fulfill the obligation as per Section 11, 12, 14, 15, 16 and 17 of the RERA Act, 2016.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

36. Reply on behalf of the respondent company, TDI Infrastructure Ltd., was filed on 18.04.2023 through its duly authorized representative, who has been expressly authorized by the company to submit replies in the present matter wherein:
37. The respondent denied all allegations made in the complaint and asserted that it is a reputed developer known for ethical business practices, quality construction and timely project delivery. The respondent submitted that the allottees of the Complainant Association voluntarily invested in its project, "Kingsbury Flats" at TDI City, Kundli, Sonapat, Haryana, after being fully aware of its terms and conditions. The respondent further submitted that the occupation certificate (OC) for the project was obtained before the enactment of the Real Estate (Regulation and Development) Act, 2016 (RERA). The project has been duly completed and delivered, with conveyance deeds executed for a majority of the allottees. Copies of the OCs are annexed as **Annexure R-2 (Colly)**. The allottees have been residing in the project since 2012 and therefore, the complaint filed before the Id. Authority is not maintainable and is liable to be dismissed at the very threshold.



38. The respondent stated that it has always made efforts to resolve the issues faced by the allottees in good faith but the complainant association has remained non-cooperative in the resolution of the same. The project was formally handed over to the complainant association in 2020 through an agreement dated 06.06.2020. However, despite assuming control of the project's maintenance, the complainant association has failed to take responsibility for its upkeep. A copy of the agreement is annexed as **Annexure R-3**. The respondent further submitted that since the construction and development of the project were initiated long before the enactment of RERA, the provisions of the Act cannot be applied retrospectively, as it would cause grave prejudice and financial hardship to the Respondent. The complaint is, therefore, legally unsustainable and deserves outright dismissal.

39. Respondent further contended that the complaint is bad for non-joinder of necessary parties. TDI Realcon Private Limited has been impleaded without any specific prayer against it, and respondent no.2 is not a necessary party to the present proceedings. Additionally, the complainant association has failed to provide any documentary proof to substantiate its allegations against the respondent regarding the booking and allotment of units in the project. Respondent asserted that no cause of action has arisen in favour of the complainant, and the present complaint is, therefore, an abuse of the process of law. Moreover, the complaint is barred by



limitation, as the issues raised by the complainant association pertain to events that occurred several years ago and the present proceedings have been initiated solely to harass the respondent and to derive an undue advantage.

40. Respondent has also provided specific replies to the various allegations made in the complaint, denying all claims related to project maintenance, electricity supply, environmental clearance, and compliance with regulatory authorities. It is reiterated by the respondent that the complainant association is attempting to shift its responsibilities onto the respondent despite the fact that the project was formally handed over in 2020. Respondent specifically denied allegations of fraud, deficiency in service and unfair trade practices, asserting that it has duly fulfilled all its obligations in accordance with the applicable legal and contractual framework. In view of the foregoing, respondent prayed that the present complaint, being wholly frivolous, meritless and not maintainable either on facts or in law, be dismissed with costs.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

41. During the course of oral arguments, Id. counsel for the complainants reiterated his arguments as were submitted in writing and also filed written arguments on 30.01.2025. On the other hand, Id. counsel for the respondents has not yet filed their written submissions, which were



directed to be filed by 06.02.2025 as per the order of the Authority. However, in response to the arguments advanced by the ld. counsel for the complainants, Advocate Shubhmit Hans appeared on behalf of the respondents and stated that he wishes to rely upon the arguments already noted by the Authority in its previous orders dated 18.04.2023 and 30.05.2024. He further submitted that as per the said orders, the complainants were directed to conduct a meeting and he doubts whether such a meeting has been conducted. Thereafter, he proceeded to address the arguments of the complainants as recorded in the previous orders and their written submissions, stating as follows:

- i. **Encumbrances on Land:** Ld. counsel for the respondents submitted that the land in question is with the company and that an occupation certificate has been obtained. He further stated that ownership of the land is with the company and that the conveyance deed for the 98% of the allottees has already been executed. Conveyance deed for the remaining 2% will be executed upon clearance of dues and complaints regarding the same are already pending before this Authority.
- ii. **Maintenance Charges:** With respect to the argument that maintenance charges should not have been collected before obtaining the occupation certificate, he contended that the allottees have been residing in the project since 2010 and 2012. The



occupation certificate for S Block was received in 2017, whereas for other blocks, it was obtained in 2010 and 2012. He argued that once allottees take possession and start residing, they become liable to pay maintenance charges. He further stated that the respondents have been maintaining the society as a whole after obtaining a valid occupation certificate.

- iii. **Interest-Free Maintenance Security (IFMS):** Ld. counsel for the respondents submitted that the issue of IFMS may be left to the adjudication of the Authority and that the said amount may be transferred once the Residents' Welfare Association (RWA) takes full charge of maintenance.
- iv. **Refund of Excess Amount of ₹9 Crores:** With regard to the alleged refund of ₹9 crores to the members of the complainant society, he submitted that individual members of the RWA would have to file separate complaints for their specific claims.
- v. **Electricity Issues:** In response to the claims regarding electricity, he submitted that the respondents are fully supporting the RWA and are not evading their responsibilities. He further stated that despite the substation making progress, the necessary work by the concerned department is yet to be carried out.
- vi. **Environmental Clearance Certificate:** Ld. counsel for the respondents admitted that the National Green Tribunal (NGT) had



imposed a fine due to the absence of an environmental clearance certificate. However, he clarified that the liability for the fine rests with the respondents and not the complainants.

vii. Sewage and Fire Pumps: With regard to sewage and fire safety infrastructure, he contended that the necessary systems are in place and that there is no deficiency in this regard.

viii. Internal Transfers Without Conveyance Deed: With respect to the issue of internal transfers of ownership without the execution of the conveyance deed as pointed out by the Authority, he submitted that 98% of the conveyance deeds have already been executed. He further contended that the execution of conveyance deeds is not solely the responsibility of the respondents but also involves the allottees. However, he sought time to clarify this aspect further.

Ld. counsel for the respondents concluded by stating that he would file a detailed rebuttal to all the arguments in his written submissions. However, no such document has been submitted before the Authority till date.

F. ISSUES FOR ADJUDICATION AND OBSERVATION OF THE AUTHORITY ON THE VARIOUS RELIEFS SOUGHT BY THE COMPLAINANTS.

(a) Whether the complaint is maintainable or not?

42. With respect to the objection raised by the respondent regarding the maintainability of the complaint on the ground that the occupation



certificate (OC) for the project was obtained before the enactment of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act"), it is observed that the provisions of the Act are retroactive in nature. The Hon'ble Supreme Court in *M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc.* has categorically held that:

"The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees."

43. It is further clarified by the Hon'ble Apex Court in the same judgment that:

"Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the pre-existing contract and rights executed between the parties in the larger public interest."

Hence, the objection of the respondent that the provisions of the Act cannot be applied retrospectively is untenable in view of the settled



position of law that the Act is retroactive in nature and covers ongoing projects at the time of its enactment.

44. With regard to the respondent's objection that the complaint is barred by limitation, it is observed that the provisions of the Limitation Act, 1963 are not applicable to proceedings under the Act, as the Authority constituted under the Act is a quasi-judicial body and not a court. The Hon'ble Supreme Court in *M.P. Steel Corporation vs. Commissioner of Central Excise, Civil Appeal No. 4367 of 2004*, has held that:

"A number of decisions have established that the Limitation Act applies only to courts and not to Tribunals. The applications must be presented to a court governed by the Code of Civil Procedure or the Code of Criminal Procedure. Quasi-judicial tribunals are not covered by the Limitation Act."

In light of the above legal position, the objection raised by the respondent regarding the bar of limitation is devoid of merit and deserves to be rejected.

45. Furthermore, the respondent's contention that the complaint is not maintainable due to the completion of the project and execution of conveyance deeds is also unsustainable. The failure of the promoter to fulfil obligations under the builder-buyer agreement gives rise to a continuing cause of action, which is well within the purview of the Act. Authority is mandated to ensure that the rights and interests of the allottees are protected, even after possession has been handed over, until all obligations under the agreement are fulfilled.



Accordingly, the objections raised by the respondent regarding the maintainability of the complaint are hereby rejected.

(b) Whether the complainants are entitled to the reliefs as sought in the complaint or not?

46. The complainant association, through the present complaint, has sought various reliefs as elaborated in Para D of this order, in respect of certain deficiencies alleged on the part of the respondent. In light of the extensive nature of these reliefs, they are being adjudicated one by one, simultaneously, based on the respondent's oral submissions and arguments presented during the hearing in response to the relief sought by the respondent.

Relief no. (i): To direct the respondent no. 1 to refund the amount of Rs. 62.00 crores approx. with interest of 24% to the members of the complainant society from the date of payment on the ground of fraud because they do not have any title, right upon the land in which Tower nos. 17A, 17B, 17C and 17D are situated or clear the title of the land from land owners.

47. With respect to Relief (i) as enumerated in Para D of this order, Id. counsel for the respondent submitted that the land in question is with the respondent company and that an occupation certificate has been obtained. It was further contended that the ownership of the land vests with the



company and that the conveyance deed for the 98% of the allottees has already been executed, while the remaining 2% shall be executed upon clearance of dues, with complaints regarding the same already pending before this Authority.

48. Upon consideration of the submissions made and the material on record, Authority observes that the respondent is in possession of a valid occupation certificate, which serves as confirmation that all requisite formalities and legal compliances concerning the land in question have been duly completed. The grant of an occupation certificate itself signifies that the competent authority has verified and certified compliance with statutory requirements, thereby entitling the respondent to execute the conveyance deed. Further, any dispute concerning the title of the land, if raised beyond the scope of the occupation certificate, falls outside the jurisdiction of this Authority, as such matters pertain to ownership and title, which are within the domain of civil courts. The complainant association, if aggrieved in this regard, is at liberty to seek appropriate relief before the competent civil court. In view of the foregoing, the relief sought by the complainant association for the refund of ₹62 crores cannot be granted by this Authority.

Relief no. (ii): To direct the respondent no.1 to refund the excess amount of Rs. 9.00 crores approximately to the members of the



complainant society for the excess area sold by OP no.1 which is illegally sold and contrary to the terms and conditions of occupation certificate and sanctioned building plan as well as terms and conditions of CLU of Block Nos. 17A, 17B, 17C and 17D.

49. With respect to Relief (ii), Id. counsel for the respondent submitted that individual members of the complainant association who have any grievances in this regard would be required to file separate complaints for their specific claims.
50. Upon consideration of the submissions made, Authority observes that the complainant association has not specifically identified the area that has allegedly been sold illegally, nor has it indicated which particular members are seeking relief in this regard. The complaint, being filed in a representative capacity, does not provide individual claims or specific details necessary for proper adjudication. However, it is a settled principle that claims involving individual grievances must be raised by the affected persons themselves, as each case may involve distinct facts, evidence and legal considerations. An association, while competent to represent collective grievances related to common areas or collective rights, cannot substitute the individual claims of its members that may involve personal rights and interests.
51. In view of the above, Authority finds it appropriate in the interest of justice that any member of the complainant association who is personally



aggrieved by the alleged actions of the respondent should file an individual complaint before this Authority for proper adjudication of their specific claims. Accordingly, the relief sought by the complainant association in this regard cannot be granted in the present representative complaint.

Relief no. (iii): To direct the respondent no. 3 to refund the maintenance charges from January, 2014 till 28/8/2017 of Rs. 1.30 Crores (Rs. One crore thirty lacs only) alongwith interest of 24% p.a., to the members of the complainant society of Block Nos. 17A, 17B, 17C and 17D, as per Clause 10.2 of the Apartment Builder Buyer Agreement and occupation certificate dated 28.08.2017.

52. With respect to Relief (iii) as enumerated in Para D of this order, the learned counsel for the respondent submitted that the allottees have been residing in the project since 2010 and 2012. It was further contended that the occupation certificate for S Block was received in 2017, whereas for other blocks, it was obtained in 2010 and 2012. The respondent argued that once allottees take possession and start residing in the project, they become liable to pay maintenance charges. It was also submitted that the respondent has been maintaining the society as a whole after obtaining a valid occupation certificate.



53. Upon consideration of the submissions made and the material on record, Authority observes that Clause 10.2 of the Apartment Buyer Agreement, as perused, clearly stipulates that post-occupation certificate (OC), the liability for maintenance charges shifts to the allottees, whereas prior to the issuance of OC, the responsibility remains with the respondent. Further, the occupation certificate dated 28.08.2017 reinforces this position, establishing that post-OC, the obligation to pay maintenance charges rests with the allottees.
54. However, the present complaint has been filed by the complainant association in a representative capacity, and no specific details have been provided regarding the individual claims of allottees, such as the date of payment, the amount paid, or any specific grievances concerning maintenance charges. Given that such claims involve individual rights and liabilities, they must be assessed on a case-to-case basis with specific details.
55. In view of the foregoing, the relief sought by the complainant association on this issue cannot be adjudicated in its entirety within the present complaint. Individual members of the complainant association who seek relief in respect of maintenance charges are at liberty to approach this Authority by filing separate complaints with relevant details for proper adjudication of their claims.



Relief no. (iv): To direct the respondent nos. 1 and 2 to pay interest free maintenance security of Rs. 58,00,000/- lakhs (Fifty Eight Lakhs) of 192 flats/members to the complainant i.e. association.

56. With respect to Relief (iv) as enumerated in Para D of this order, the ld. counsel for the respondent orally submitted that the issue concerning the Interest-Free Maintenance Security (IFMS) may be left to the adjudication of the Authority and that the said amount may be transferred once the Resident Welfare Association (RWA) takes full charge of maintenance.
57. Upon perusal of the conveyance deed annexed as Annexure C-7 in the complaint file, it is observed that the vendees have already deposited a sum of ₹22,752/- (Rupees Twenty-Two Thousand Seven Hundred Fifty-Two Only) with the vendor as interest-free security to secure the timely payment of expenses and outgoings. However, the complainant association has claimed an IFMS amount of ₹58,00,000/- (Rupees Fifty-Eight Lakhs Only), but no documentary evidence has been placed on record to substantiate this claim. In the absence of any proof, it is not possible for the Authority to determine the exact IFMS amount and the expenses that have already been incurred from it for the maintenance of the project.
58. It is well understood that the amount of IFMS is not part of the sale consideration of an apartment or plot but rather a security deposit



collected in addition to the sale price to ensure the future maintenance of the project. This amount is contributed by all allottees and is meant to be handed over to the Association of Allottees upon its constitution. If any portion of this amount has been utilized for maintenance or other expenses, a separate account of such expenditure must also be handed over to the Association of Allottees. The promoter cannot treat this amount as its own or utilize it for any purpose at its discretion. Viewed in this context, the entire amount of IFMS collected by the promoter must be deemed to be held in trust, with the promoter acting as a trustee of the said amount, which is ultimately to be transferred to the Association of Allottees.

59. In view of the above, Authority directs both parties to mutually appoint a neutral third party, preferably a Chartered Accountant (CA), who shall examine the relevant financial records in the presence of both parties and determine the actual amount payable as IFMS after deducting the expenses already incurred for maintenance. This entire exercise is to be completed in next two months from the date of uploading of this order. Upon such determination, the respondent shall pay the due amount to the complainant association within the next 30 days. Compliance with this direction is essential to ensure that the IFMS amount is properly accounted for and transferred in accordance with its intended purpose.



Relief no. (v): To direct the respondent no.1 and 2 to complete the project work as per the terms and conditions of the License No. 72 and 79 of 2012.

60. With respect to Relief (v) as enumerated in Para D of this order, the Id. counsel for the respondent neither advanced any oral arguments on this relief nor submitted any written pleadings in their reply or otherwise. The Authority hereby observes that since a neutral party, i.e., a Chartered Accountant (CA), has been directed to be appointed to determine the actual amount of IFMS to be handed over by the respondent to the complainants, the complainant association shall have the liberty to utilize the said amount for carrying out necessary repairs or completing any pending work in the project, as required for the benefit of the allottees. The purpose of collecting Interest-Free Maintenance Security (IFMS) is to ensure the maintenance and upkeep of the project and it is essential that this amount is properly accounted for and utilized for the intended objective.
61. Furthermore, in the absence of any rebuttal or specific submissions from the respondent regarding this relief, the Authority finds it appropriate to allow the complainants to undertake the necessary maintenance and repair work using the IFMS amount once it is duly determined and transferred. The respondent shall ensure full cooperation in facilitating this process so that the allottees do not suffer any inconvenience due to



deficiencies in maintenance. The Authority further clarifies that the complainant association shall maintain proper records of expenses incurred from the IFMS amount to ensure transparency and accountability, and any disputes regarding the utilization of funds may be resolved through appropriate legal remedies.

Relief no. (vi): To direct the respondents to obtain an environment clearance from the competent authority as per law.

62. With respect to Relief (vi) as enumerated in Para D of this order, the Id. counsel for the respondent orally admitted that the National Green Tribunal (NGT) had imposed a fine due to the absence of an environmental clearance certificate. However, he clarified that the liability for payment of the said fine rests solely with the respondent and not with the complainants.
63. Upon consideration of the submissions and relevant legal principles, Authority observes that obtaining environmental clearance is a statutory requirement that forms part of the regulatory framework governing real estate projects. The process of securing such clearance involves compliance with various procedural and documentation requirements, which are primarily the responsibility of the project proponent. The absence of such clearance, while a regulatory lapse, does not directly



affect the rights of the allottees in terms of possession, title, or enjoyment of their respective properties, unless specific prejudice is demonstrated.

64. Nonetheless, given the significance of environmental compliance, the respondent is directed to take all necessary steps to obtain the environmental clearance at the earliest. Furthermore, as the liability for any penalty or fine imposed due to non-compliance with environmental clearance norms rests with the respondent, and under no circumstances shall such liability be transferred to the complainants.

Relief no. (vii): To direct the respondents to establish STP plant as per the building sanction plan and the same was connected to the main line of the government as per guidelines and policies of the government.

Relief no. (viii): To direct the respondents to provide the complete electricity setup as per the load provided to the members of the society in ESS i.e. transformer etc.

Relief no. (xv): To direct the respondents no.1 and 2 to give electricity load as per the requirements of the society members/ flat owners.

Relief no. (xx): To direct the respondents to establish the 33 KVA Power Station as per the layout plan government policies of Kingsbury Apartments.



65. With regard to relief no. (vii), (viii), (xv), and (xx) as enumerated in para D of this order, Authority observes that the complainants have sought directions for the establishment and completion of various infrastructural facilities, including the installation of an STP plant, electricity setup, and power station, as per the sanctioned plans and government policies. However, it is pertinent to note that neither party has placed on record any documentary evidence regarding the sanctioned plans, approved service plans, or service estimates that would substantiate the specific obligations of the respondents in this regard.
66. It is a settled principle that any infrastructural obligation of the promoter must be in accordance with the duly sanctioned plans, approved service plans, and service estimates as approved by the competent authorities. In the absence of such documentary evidence on record, it is not possible for the Authority to determine whether the reliefs sought align with the approved project specifications or whether any deviation has occurred.
67. Furthermore, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, the promoter is bound to develop the real estate project in accordance with the sanctioned plans and approved specifications. Any non-compliance with the approved plans and service estimates can be raised before the competent planning or regulatory authority, such as the Town and Country Planning Department or the concerned Electricity Regulatory Commission.



68. Therefore, in the absence of any documentary record substantiating the claims made by the complainants, Authority cannot grant blanket directions in this regard. However, the complainants are at liberty to seek the necessary records from the competent authorities and take appropriate legal recourse for any non-compliance, if established.
69. With regard to relief no. (xx), Authority takes note of the submissions made by the respondent in previous hearings of a similarly situated association case concerning the same project. The respondent has asserted that one electric meter per block has been installed and further sub-meters for individual units have been installed by the association, which are prepaid connections. The bulk meter charges are to be maintained through CAM charges, and for the past three years, the same has been maintained by the registered RWAs. It was further submitted that there are approximately 2900 load sets, which are divided amongst the RWAs themselves. At the time of project construction, no dedicated feeder existed for the Kingsbury project. However, the respondent has stated that at its own cost, it has laid a dedicated high-tension line to Kingsbury, and a land parcel has already been handed over to UHBVN for the construction of an electric substation.
70. Regarding electricity supply interruptions, he submitted that the dedicated high-tension line passes through agricultural fields and during the summer season, dry lands pose a risk of fire outbreaks, due to which



power supply is cut in the line by UHIBVN. Beyond these issues, the respondent has claimed that there are no power outages on its part. Furthermore, all diesel generator sets have already been handed over to the respective RWAs, while the diesel supply continues to be provided by the promoter.

71. In light of these submissions, Authority observes that the subject matter of electricity supply, load management and infrastructural setup is primarily within the domain of UHIBVN and the Department of Town and Country Planning (DTCP), which are the competent authorities to regulate such matters as per approved service plans and approved service estimates. The issues raised by the complainants, including the establishment of a 33 KVA power station and the adequacy of electricity supply, are technical and fall under the jurisdiction of these specialized departments. RERA, being a regulatory body for real estate development, does not have the statutory mandate to adjudicate upon matters related to electricity infrastructure, load distribution, or compliance with UHIBVN electricity policies.
72. However, since the respondent has an obligation to ensure that the real estate project is developed as per sanctioned plans, the respondent is hereby directed to clear all pending dues related to electricity infrastructure and approach UHIBVN for necessary compliance and regularization of electricity supply in the project. The complainants, if



aggrieved by any deficiency in electricity infrastructure, are at liberty to approach UHBVN or DTCP, as the competent authorities, for necessary redressal of their grievances.

Relief no. (ix): To direct the respondents to obtain a completion certificate, from the competent authority.

73. With respect to Relief (ix) as enumerated in Para D of this order, Authority observes that the issuance of a completion certificate falls within the jurisdiction of the Town and Country Planning Department, Haryana. The process of granting a completion certificate is a statutory function governed by the relevant building and development regulations and it involves compliance with prescribed norms, submission of requisite documents and physical verification of the project.
74. In the present case, if the complainant association has any grievance or query regarding the issuance or status of the completion certificate, the appropriate course of action would be to approach the Town and Country Planning Department, Haryana, as it is the competent authority to examine such matters. Authority, being a regulatory body under the Real Estate (Regulation and Development) Act, 2016, does not have the jurisdiction to interfere in the procedural aspects or technical considerations involved in granting a completion certificate.
75. Accordingly, the complainant association is at liberty to seek necessary clarifications or relief from the concerned department in accordance with



the applicable rules and regulations. However, if any deficiency in the project affects the rights of the allottees, the complainants may seek redressal in the appropriate forum as per law.

Relief no. (x): To direct the respondents to provide the parking of each members i.e. 192 flats/ members of the complainants as per the R, building sanction plan.

76. With respect to Relief (x) as enumerated in Para D of this order, the Authority observes that the respondent has neither advanced any oral submissions on this issue nor submitted any specific written arguments in their reply or otherwise. In the absence of any specific contentions from the respondent, the matter has been examined on the basis of the pleadings and submissions made by the complainant association.
77. The complainant association has sought relief regarding the provision of parking for each member as per the building sanction plan. However, the Authority notes that the relief pertaining to parking allocation is inherently an individual right of each allottee and not a collective right of the association as a whole. The allocation of parking spaces is generally determined as per individual agreements between the allottees and the developer and any grievance regarding the same would require an individual claim rather than being adjudicated under a complaint filed by the association.



78. In view of the above, Authority finds that the relief sought cannot be granted in the present case, as the association is representing the collective interests of its members, whereas the relief prayed for pertains to individual entitlements. The allottees who have specific grievances regarding parking allocation are at liberty to approach the Authority individually for redressal of their claims, subject to the terms and conditions of their respective allotment agreements and the sanctioned building plan.

Relief no. (xi): To direct the respondents to register a conveyance deed of common area in the name of the complainant i.e. association.

79. With regard to Relief No. (xi) as enumerated in Para D of this order, Authority observes that the responsibility for the maintenance of common areas lies with the association, as the ownership of such areas vests with the association upon its due constitution and functioning. It is the statutory obligation of the promoter to handover the common areas along with all necessary documentation to the association of allottees in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016).

80. As per Section 11(4)(f) of the RERA Act, 2016, the promoter shall:

“execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association



of allottees or competent authority, as the case may be, as provided under section 17 of this Act."

Further, Section 17(1) of the Act mandates that:

"The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

81. In light of the above-stated statutory provisions, Authority finds that in the present case, the common areas must be legally transferred to the association through the execution of a registered conveyance deed, as statutorily required under Section 17(1) of the RERA Act, 2016. Since the association is responsible for the maintenance and management of the common areas, the legal ownership must also be transferred accordingly to enable it to function effectively. The promoter cannot retain ownership of such areas indefinitely, as doing so would be in violation of the statutory provisions of the Act.

82. In view of the above, Authority directs the respondent to execute the registered conveyance deed in favour of the complainant association in



compliance with Section 11(4)(f) and Section 17(1) of the RERA Act, 2016. The respondent shall also ensure that all relevant title documents, plans, and necessary information regarding the common areas are duly handed over to the association.

Relief no. (xii): To direct the respondents to transfer the electricity meter in the name of the association i.e. complainant.

83. With regard to relief no. (xii) as enumerated in para D of this order, Authority observes that upon examining the submissions made by both parties, it is evident that there are conflicting statements regarding the complete handover of maintenance to the complainant association. The respondent has not placed any documentary evidence on record to establish that maintenance has been fully transferred, nor has the complainant produced any conclusive proof of such takeover. Therefore, clarity on the status of maintenance handover is essential before adjudicating upon the issue of electricity meter transfer.

84. In light of the above, the Authority directs the respondent to complete the process of handing over the maintenance responsibilities to the complainant association within 60 days from the date of uploading of this order. This handover shall include all necessary documentation, service agreements, and statutory approvals to ensure the association assumes full control over maintenance operations without any further interference from the respondent. Further, the respondent shall clear all outstanding



electricity dues before initiating the process of transferring the electricity meter.

85. After the complete handover of maintenance, the respondent is directed to facilitate the transfer of the electricity meter in the name of the complainant association within a reasonable period. The complainant association shall approach the concerned electricity supply authority, and the respondent shall provide all necessary no-objection certificates (NOCs) and comply with any statutory requirements for effecting such transfer. Authority further observes that the transfer of the electricity meter to the association is imperative to ensure an independent and efficient management of electricity supply and charges. This will prevent any undue interference by the respondent in the internal affairs of the association post-handover.

Relief no. (xiii): To direct the respondents to repair and white wash of the complainant building.

86. With regard to Relief No. (xiii) as enumerated in Para D of this order, Authority observes that the responsibility for repair, maintenance, and whitewashing of the common areas in a real estate project primarily falls upon the association of allottees once it is duly constituted and takes over the maintenance functions from the promoter. The Interest-Free Maintenance Security (IFMS) amount collected from the allottees serves as a fund for future maintenance and unforeseen repair work, and the



association is within its rights to utilize this amount for necessary repair, whitewashing, and other maintenance activities as and when required.

87. Authority further observes that regular repair and renovation works are an ongoing necessity and are largely influenced by external factors such as natural weather conditions, general wear and tear, and the aging of the structure. Such maintenance obligations cannot be indefinitely imposed upon the promoter, especially in the absence of a contractual or statutory obligation to that effect. In the present case, there is no maintenance agreement on record that places any specific obligation upon the respondent to undertake repair or whitewashing of the common areas beyond the initial maintenance period. Furthermore, the complainants have not provided any documentary evidence to substantiate that such an obligation exists.
88. However, It is a well-settled principle that after the handover of possession and maintenance responsibilities to the association, the promoter cannot be held liable for ongoing repairs and maintenance of the common areas, unless specifically provided under an agreement or applicable law. Since the complainant association has sought relief for repair and whitewashing, it is within their prerogative to undertake such works using the IFMS amount, which has been collected for precisely such purposes.



89. In view of the above, Authority holds that the complainant association is at liberty to undertake repair, whitewashing, and other necessary maintenance works utilizing the H'MS amount. The association may plan and execute such works as per its discretion and as and when required, keeping in view the wear and tear of the building and prevailing weather conditions. The respondent, in the absence of any proven obligation, cannot be held liable for undertaking such maintenance work indefinitely.

Relief no. (xiv): To direct the respondents stop the internal transfer of ownership and further do not interfere in the affairs of the members of the society after the conveyance deed.

90. With regard to Relief No. (xiv) as enumerated in Para D of this order, Authority observes that once the conveyance deed has been executed in favour of the allottees, the promoter ceases to have any legal authority or involvement in the affairs of the members of the society. Any interference by the respondent post-execution of the conveyance deed would be unwarranted and beyond his legal capacity. The control, management and administration of the society's affairs must be independently carried out by the association without any external influence from the respondent.

91. Authority further notes that in several instances, there have been concerns regarding internal siphoning of government charges and unauthorized internal transfers of ownership, which require strict regulation to ensure transparency and financial accountability. Such practices, if unregulated,



transparency and financial accountability. Such practices, if unregulated, could lead to financial mismanagement and potential losses to the government. It is imperative that any such internal transfers, financial transactions, or reallocation of charges be conducted through a proper legal mechanisms, ensuring that government revenue is not compromised and that all transactions are duly recorded and regularized.

92. Authority, therefore, directs the respondent to refrain from any unauthorized internal transfers or financial adjustments that may lead to siphoning of government charges. Any such transactions must comply with statutory regulations and ensure that no financial loss is incurred by the government. Respondent is further directed not to interfere in the internal affairs of the members of the society post-execution of the conveyance deed in any manner except in cases where it is legally mandated to do so.

Relief no. (xvi): To direct the respondent no.3 to pay the electricity bill to UHBVN on regular basis which he collected from the society members/flat owners on prepaid basis.

93. With regard to relief no. (xvi) as enumerated in Para D of this order, the complainants have sought a direction against Respondent No. 3 to ensure regular payment of electricity dues to Uttar Haryana Bijli Vitran Nigam (UHBVN), as the said respondent has been collecting electricity charges



from society members/flat owners on a prepaid basis but has allegedly failed to deposit the same with the concerned electricity department.

94. Authority observes that once the respondent collects electricity charges from the allottees, it becomes their legal obligation to deposit the same with the electricity provider in a timely manner. Any failure in doing so not only results in financial mismanagement but also causes undue hardship to the residents. The respondent cannot retain such payments, as it is merely a collecting entity on behalf of the electricity supplier and has no authority to withhold or delay the deposit of the same.

95. Further, as per the principle of fiduciary duty, when a promoter or any managing entity collects maintenance charges or service-related payments, including electricity dues, it is their responsibility to use such funds solely for the purpose for which they have been collected. Any deviation from this duty would amount to financial misappropriation, which is impermissible under the law. In view of the same, Authority hereby directs the respondents to clear all pending electricity dues within 3 weeks from the date of uploading of this order. Failure to comply with this direction may invite appropriate legal consequences under the applicable laws.

Relief no. (xvii): To direct the respondents not to threaten the complainant association as well as their members to cut their electricity service without following the due process of law.



96. With regard to relief no. (xvii) as enumerated in Para D of this order, the complainants have sought a direction restraining the respondents from allegedly threatening the complainant association and its members with disconnection of electricity services without following the due process of law.
97. Authority observes that the disconnection of essential services such as electricity cannot be arbitrarily undertaken by any private entity or individual. The due process of law must be followed in all such matters, and any disconnection must be carried out only in accordance with the applicable regulations prescribed by the competent electricity authority. However, the relief sought by the complainants pertains to allegations of coercion and threats, which primarily fall within the domain of law enforcement agencies and do not come under the purview of the Real Estate (Regulation and Development) Act, 2016. Authority's jurisdiction is limited to adjudicating disputes relating to real estate projects, promoter obligations, and matters concerning the rights and liabilities of allottees under the Act.
98. In light of the above, the complainants are at liberty to approach the appropriate legal forum or lodge an FIR with the concerned police authorities if they believe that any illegal coercion, harassment, or wrongful threats have been made by the respondents. Such matters must



be addressed under the relevant criminal and civil laws governing the protection of individuals and their rights.

Relief no. (xviii): To direct the respondents to follow the regulations laid down by the Haryana Electricity Regulatory Commission through notification dated 22.04.2020.

99. With regard to relief no. (xviii) as enumerated in Para D of this order, Authority observes that compliance with statutory regulations, including those issued by HERC, is a mandatory obligation upon all entities operating within the jurisdiction of such regulatory bodies. The respondents are legally bound to adhere to these regulations in letter and spirit, and any non-compliance may invite appropriate action from the concerned regulatory authorities.

100. However, Authority further observes that the Real Estate (Regulation and Development) Act, 2016, does not confer specific adjudicatory powers upon this Authority to enforce compliance with electricity regulations or grant relief concerning such statutory matters. While it is imperative for the respondents to fulfill all statutory requirements, any grievance regarding violations of the said notification or non-compliance with HERC regulations must be raised before the competent regulatory authority designated under the relevant statutes governing electricity distribution and supply in the state.



101. Accordingly, the complainants are at liberty to approach the Haryana Electricity Regulatory Commission or any other competent forum for redressal of their grievances in this regard. However, this Authority cannot grant the specific relief sought, as the issue does not fall within the ambit of the RERA Act, 2016.

Relief no. (xix): To direct the respondent nos.1 and 2 to lay down electricity cable of sufficient load as per the UHBVN policies.

102. With regard to relief no. (xix) as enumerated in Para D of this order, Authority observes that matters pertaining to electricity infrastructure, including the laying of electricity cables and determination of required load capacity, fall under the exclusive jurisdiction of the electricity distribution companies and regulatory authorities such as UHBVN and the Haryana Electricity Regulatory Commission (HERC). These authorities are responsible for ensuring that adequate electricity infrastructure is provided in accordance with technical standards and statutory regulations.

103. Further, the Real Estate (Regulation and Development) Act, 2016, does not empower this Authority to issue directions regarding electricity distribution infrastructure, as such matters are governed by the Electricity Act, 2003, and regulations framed thereunder. Therefore, any grievance related to electricity cable installation and load sufficiency must be raised before the competent regulatory authorities, including UHBVN and HERC, which are the appropriate forums to address such issues.



104. Accordingly, the complainants are at liberty to approach the concerned electricity department or any other competent authority for redressal of their grievance. Authority cannot adjudicate upon the present relief as it falls outside the purview of RERA, 2016.

Relief no. (xxi): To direct the respondents to fulfill the obligation as per Section 11, 12, 14, 15, 16 and 17 of the RERA Act, 2016.

105. With regard to relief no. (xxi) as enumerated in Para D of this order, Authority observes that the statutory obligations imposed on the promoter under the aforementioned provisions of RERA, 2016, are general in nature and apply in accordance with the facts and circumstances of each case. The Act itself provides mechanisms for enforcement and compliance in case of specific violations. However, Authority cannot pass blanket directions for the fulfillment of all obligations under these provisions in an undefined and general manner.

106. It is well-settled that reliefs granted by the Authority must be specific, enforceable, and based on the particular facts of the case. If the complainants allege any violation of specific obligations under these sections, they are required to seek specific reliefs with respect to particular breaches, which the Authority can then adjudicate upon after due consideration. Issuing an omnibus direction for the general compliance of statutory provisions would amount to passing an



indeterminate and unenforceable order, which is not in consonance with legal principles.

107. Accordingly, Authority declines to grant the present relief in its blanket form. However, wherever specific reliefs have been sought by the complainants and found to be justified, Authority has already issued appropriate directions in the preceding observations.

108. In view of the aforesaid observation, the case is **disposed of**. File be consigned to the record room after uploading of this order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]