



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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Date of Decision	22.07.2025
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Name of the Builder		TDI Infrastructure Ltd. through its Director		
Project Name		Kingsbury Apartments		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf respondent
1.	562 of 2024	Vinay Siwach Vs. TDI Infrastructure Ltd. through its Director	Adv. Tarjeet Singh	Adv. Shubhnit Hans
2.	563 of 2024	Saurabh Bhalla and Anupriya Bhalla Vs. TDI Infrastructure Ltd. through its Director	Adv. Tarjeet Singh	Adv. Shubhnit Hans
3.	564 of 2024	Vinay Kumar and Sudesh Choudhary Vs. TDI Infrastructure Ltd. through its Director	Adv. Tarjeet Singh	Adv. Shubhnit Hans

CORAM: Dr. Geeta Rathee Singh  
Chander Shekhar

Member  
Member

## ORDER (DR. GEETA RATHEE SINGH-MEMBER)

1. This order shall dispose off all the above captioned three complaints filed by the complainants before this Authority under Section 31 of the Real

Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, 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.

2. The core issues emanating from all above captioned complaints are similar in nature. The complainant in the above referred Complaint No. 562 of 2024 and all other captioned complaints are allottees of the project namely, 'Kingsbury Apartments' being developed by the same respondent/ promoter, i.e., TDI Infrastructure Pvt. Ltd. through its Director. The fulcrum of the issue involved in all the above captioned cases pertains to failure on the part of the respondent/promoter to execution of conveyance deed and all complainant(s) are now seeking execution of conveyance deed. Therefore all captioned 3 complaints are taken up together as a bunch with complaint no. 562 of 2024 as a lead case for the purpose of disposal of this bunch.
3. Facts of all the complaints filed by the complainants/allottees are similar. The details of the complaints, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the



complainant, offer of possession and relief sought are illustrated in the table below:

Sr.no	Complaint no.	Reply Status	Unit no.	Date of execution of builder buyer agreement	Basic sale consideration and amount paid by the complainant (Paid amount)	Date of occupation certificate and Offer of possession(for fit out)
1.	562 of 2024	Filed	W6-1301	27.01.2011	BSC: Rs. 28,43,750/- Paid amount: 44,25,865/- (as per final statement of account dated 30.09.2024)	Occupation certificate dated 28.08.2017  Possession letter dated 11.08.2013
2.	563 of 2024	Filed	W6-0202	Not mentioned	BSC-Rs. 36,67,000/- Paid- 55,16,122.60 /- (as per final statement of account dated 30.09.2024)	Occupation certificate dated 28.08.2017  Possession letter dated 09.04.2013
3.	564 of 2024	Filed	W3-1002	27.04.2015	BSC-Rs. 33,21,599/- Paid- 45,26,526.46 /- (as per final statement of account dated 30.09.2024)	Occupation certificate dated 28.08.2017  16.02.2015 (possession certificate not attach )

4. Facts of the complaint are that complainant signed an apartment buyer agreement with the respondent on 27.01.2011 for an apartment no.W6-

*Lattre*



1301, admeasuring area 1625 sq. ft. in the real estate project "Kingsbury apartments" located at Kundli, Sonipat. Respondent had handed over possession of the same on 11.08.2013.

5. That Director of Town and Country Planning, Haryana issued an occupation certificate to the respondent regarding a license No. 72 of 2012 and 79 of 2008 of W-Block, the flat of the complainant falls under the aforementioned license.
6. The complainant visited the office of the respondent numerous times with the request that the conveyance deed may be executed in favour of the complainant as he have already cleared all the dues at the time of possession. The complainant also gave a copy of this Hon'ble Authority order dated 23.11.2021 and requested to the respondent that they are the similarly situated person and they are also covered form the order of this Hon'ble Authority. However, respondent is adamant and asked complainant to approach this Authority for the similar order.
7. That the respondent has also violated Section 11(4) (d) of the RERA Act,2016 by saying that they need the non objection certificate from the maintenance agency and denied the non objection certificate issued by the association which is registered association under the Haryana Registration and Regulation of Society Act, 2012.



8. That the complainant never signed the maintenance agreement with the maintenance agency i.e. Cannes Management Pvt. Ltd. and never saw any agreement between the TDI Infrastructure and Cannes Management Property Pvt. Ltd.

**B. RELIEFS SOUGHT**

9. Complainant in the complaint have sought following reliefs:
- (a) To direct the respondent to execute the conveyance deed in favor of the complainant.
  - (b) Any other directions or order which this Hon'ble Authority may deem fit in the facts and circumstances of the case.

**C. REPLY ON BEHALF OF RESPONDENT**

10. Learned counsel for the respondent filed detailed reply on 30.09.2024 pleading therein:
11. That it is due to the reputation and prestige of the respondent company, complainant had voluntarily invested in the project of the respondent company, namely "Kingsbury Apartments" located at TDI City, Kundli, Sonipat, Haryana.
12. That when the respondent company commenced the construction of the said project, the RERA Act was not in existence, therefore respondent company could not have contemplated any violations and penalties thereof, as stated in the RERA Act, 2016.



13. That the RERA Act, 2016 came into effect in 2016 and RERA provisions cannot be held to be retrospective in nature. In the present case, the project has been completed, completion certificate has already been applied. Therefore, RERA Act, 2016 is not applicable in the present case.
14. That respondent company has received the occupation certificates for the said project and the allottees have already been living in the said project i.e. 'Kingsbury Flats' at TDI City, Kundli, Sonapat, Haryana. Further respondent stated that occupation certificate has been obtained by the respondent company much prior to the commencement of the RERA, 2016. Therefore, the present complaint is not maintainable as it falls outside the purview of the provisions of the RERA Act, 2016
15. That the complainant has already taken over the possession of the unit and regarding execution of conveyance deed respondent has requested the complainant numerous times to come forward and execute the same after clearing its pending dues. However, it is the complainant who has not come forward to clear the pending dues and execute the conveyance deed.
16. That respondent sent intimation letters dated 26.09.2017 and 25.03.2019 requesting the complainant to come forward and complete the registration formalities for execution of the conveyance deed of the complainant's unit along with the supporting documents as mentioned in the annexure of the intimation letters but the complainant did not come forward for the same.





Further, respondent has been asking for the non objection certificate from the Resident Welfare Association (RWA)/Maintenance Agency as well, which has not been received yet.

17. That the respondent company got a public notice published in the national newspaper, namely "The Sunday Times of India", on 19.01.2020 and in "The Indian Express" on 21.09.2021, requesting the allottees, including the complainant, to come forward and get the conveyance deed executed after completing the final pending formalities.

18. That despite the various intimation letters and public notices issued by the respondent company, the complainant did not come forward to execute the conveyance deed of the said unit.

**D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

19. During oral arguments learned counsel for the complainant and respondent have reiterated arguments as mentioned in their written submissions.

**E. ISSUE FOR ADJUDICATION**

20. Whether the complainants in all the above captioned complaints are entitled to seek execution of conveyance deed.



**F. FINDING ON THE OBJECTIONS RAISED BY THE RESPONDENT**

**F.1. Objection raised by respondent that provisions of RERA Act,2016 are not applicable to the present complaint**

Respondent raised an objection that provisions of RERA Act, 2016 does not apply to respondent's project as construction of the project 'Kingsburry Apartment' commenced prior to enactment of RERA Act,2016 and even the occupation certificate was received prior to act coming into force. In this regard Authority observe that RERA Act came into force in the year 2016, however, respondent received occupation certificate on 28.08.2017 i.e. subsequent to commencement of RERA Act, 2016, meaning thereby that at the time of commencement of RERA Act, 2016 the project was an "on going project" thus all provisions of RERA Act,2016 applied to the project of the respondent.

Authority had relied upon judgment of Hon'ble Supreme Court in **Newtech Promoters and developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021**. Relevant paragraph is herein reproduced:.

*" 37. Looking to the scheme of Act 2016 and Section 3 in particular of which a detailed discussion has been made, all "ongoing projects" that commence prior to the Act and in respect to which completion certificate has not been issued are covered under the Act. It manifests that the legislative intent is*





*to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the ongoing projects and to protect from its inception the inter se rights of the stake holders, including allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate, administer and supervise the unregulated real estate sector within the fold of the real estate authority."*

In its judgement the Hon'ble Apex Court has made it amply clear that the projects in which completion certificate has not been granted by the competent authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects. In the present complaint it is a matter of fact that respondent received occupation certificate subsequent to enactment of RERA Act, 2016 and has not received completion certificate till date. Therefore the project in question is within the ambit of the definition of on-going projects and thus provisions of the RERA Act, 2016 shall be applicable to matters pertaining to the same.

**G. OBSERVATIONS AND DECISION OF AUTHORITY**

21. Proceeding on the merits of the case, it is not disputed between the parties that complainant purchased an apartment in the respondent's project namely "Kingsbury Flates", Kundli, Sonipat; complainant in the lead case no. 562 of 2024 signed an apartment buyer agreement on 27.01.2011 for



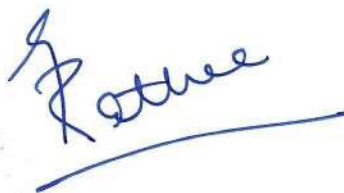
unit no. W6-1301, admeasuring area 1625 sq. ft.; complainant had paid a total amount of Rs.44,25,865/- as per statement of account dated 30.09.2024 towards sale consideration and possession certificate was issued by respondent on 11.08.2013. Complainant is admittedly in possession of the said flat since then.

22. Main grouse of the complainant is that despite having paid the entire sale consideration respondent has not executed the conveyance deed in his favour thus respondent is in violation of Section 17(1) of RERA Act, 2016.
23. Complainant has alleged that respondent is pressurizing the complainant to get a non objection certificate issued by maintenance agency M/S Cannes Management Pvt. Ltd. and denied the no objection certificate issued by the resident welfare association which is registered association under the Haryana Registration and Regulation of Society Act, 2012. Complainant has averred that he had never signed maintenance agreement with the maintenance agency.
24. Respondent's stand in this regard is that respondent issued an intimation letter dated 26.09.2017 to complainant whereby complainant was invited to complete the registration formalities (conveyance deed) after clearance of dues. Subsequently, a reminder letter dated 25.03.2019 was issued to complainant requesting him to come forward and complete registration formalities. Respondent also published a public notice in newspaper "The



Sunday Times of India" on 19.01.2020 and in "The Indian Express" on 21.09.2021 requesting complainant to come forward and execute conveyance deed, however despite all over endeavoring by respondent complainant did not come forward to execute conveyance deed. Respondent in its para-wise reply dated 30.09.2024 submitted that as per information received from the maintenance company complainant has executed the maintenance agreement with the maintenance agency, however no copy of agreement has been filed by respondent.

25. In this regard it is observed that admittedly possession of unit was handed over to complainant on 11.08.2013. It is general market practice that possession of an unit is handed over after clearance of all dues. The fact that possession was handed over to complainant on 11.08.2013 makes it very apparent there were no dues pending against the unit in question as on 11.08.2013. Respondent has also not disputed this fact that on 11.08.2013 there were no dues pending against the unit of the complainant. After handing over of possession to complainant allottee, the next logical step on part of respondent should have been to invite the complainant to get the conveyance deed registered and perfect the title in favour of complainant. However, as admitted, respondent received the occupation certificate from the competent authority on 28.08.2017. Meaning thereby respondent was not competent to get the conveyance deed executed in favour of complainant





allottee between 11.08.2013 to 28.08.2017. Therefore, the default of not getting the conveyance deed executed between period was on part of the respondent only.

Further, admittedly the respondent sent the first intimation along with certain documents to complainant to get the conveyance deed executed on 26.09.2017 i.e. subsequent to obtaining the occupation certificate from the competent authority. On perusal of this list of document it is observed that the respondent had asked the complainant to submit no objection certificate from the Bank/NBFC, in case the said unit is mortgaged with Bank/NBFC, a no objection certificate from bank allotment letter, possession letter, original receipts, photographs (3 passport sized), copy of PAN Card and copy of aadhar card. Nowhere in the list of documents it is mentioned that complainant requires a no objection certificate from the maintenance agency. Therefore, admittedly respondent did required or asked for no objection certificate from the maintenance agency i.e. M/S Cannes Management Pvt. Ltd.

Moreover, the buyers agreement nowhere provides that the conveyance deed shall be subject to clearance of dues of the maintenance agency, which is a third separate legal entity. Therefore, even if there are/were any dues pending on part of the complainant towards the maintenance agency, the same shall have no bearing upon the contract/agreement for sell inter-se the complainant



and the respondent and recovery of such dues of the maintenance agency cannot be a condition precedent to get the conveyance deed executed. The only amount that can be asked from complainant of execution of conveyance deed are the registration/stamp duty charges.

Also the maintenance agency i.e. M/S Cannes Management Pvt. Ltd. is a separate legal entity and by no stretch of imagination respondent can act as collection agency of M/S Cannes Management Pvt. Ltd.

26. Furthermore, Authority observes that the facts of the present complaint and issues involved therein are similar to those in Complaint No. 1137 of 2021 titled "*Mrs. Parveen Sharma vs. TDI Infrastructure Ltd.*" wherein the Authority had Authority allowed the relief of execution of the conveyance deed vide order dated 23.11.2021. All three present complaints are squarely covered by the orders of the Authority dated 23.11.2021 in complaint no.1137 of 2021. The relevant part of the said order is reproduced below:

*" 4. Upon hearing arguments of both sides and perusal of record, Authority observes that possession of apartments to the complainants was handed over in the year 2014-15. The complainants have been residing in those apartments and enjoying possession thereof. When possession of an apartment is handed over it is to be presumed that allottee had cleared all the dues till then. If any due remained pending, the same ordinarily should have been demanded at the time of handing over of possession. No evidence has been adduced by respondent that any dues remained outstanding towards complainants on the date of handing over of possession. Accordingly, the Authority presumes that*





*the possession was handed over after the complainants had cleared all the dues.*

5. *Further law of the land is that allottees are entitled to get their conveyance deed executed along with or immediately upon taking over of the possession. Execution of conveyance deed is a legal right. Such a right has been further confirmed by various provisions of the RERA Act, 2016. Such a right existed even prior to commencement of RERA Act.*

*Now respondents are putting a pre-condition that complainants have to execute agreement with the maintenance company i.e. M/s Cannes management Property Ltd. and pay maintenance dues etc. which may have accrued from the year 2014 and onwards after handing over of possession, as a precondition for execution of conveyance deeds. Authority observes that the right to get conveyance deed executed accrued in the 2014 itself and that right cannot be made subject to conditions which came into existence on a later date.*

6. *The Authority, therefore, is of the considered view that conveyance deeds must be executed immediately in favour of the complainants and other similarly placed allottees.* Further, if there are any dues outstanding towards allottees/flat buyers of the project the respondent is entitled to recover the same in ordinary course of law of the land. They may approach any appropriate forum or adopt any lawful means for recovery of lawful dues. Further, regarding execution of agreement with the maintenance agency, action must be taken as per terms of builder buyer agreement and law of the land. The Authority would observe that after such a long period of time the project should have been handed over to Association of Allottees who in turn should be free to appoint any maintenance agency for maintenance of the project. The Authority without making any specific remarks on the subject of execution of





*agreements with maintenance agency would observe that it cannot be made a pre-condition for execution of conveyance deeds. Conveyance deed is a separate and standalone right which had crystalized in favour of the complainants many years ago and the same cannot be denied at this late stage.*

*All complaints stand disposed off in above terms. Files be consigned to the record room after uploading of this order on the website of the Authority.”*

27. Therefore this Authority deems it fit to dispose of the present case in same terms as decided vide order dated 23.11.2021 in complaint no. 1137 of 2021 titled “Mrs. Parveen Sharma vs. TDI Infrastructure Ltd.”

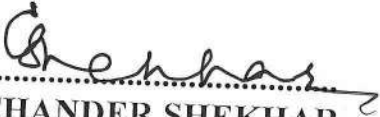
#### **H. DIRECTIONS OF THE AUTHORITY**

28. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to immediately get conveyance deed executed in favour of complainants in all captioned complaints.
- (ii) Complainants will remain liable to pay to stamp duty charges in all captioned complaints to respondent for execution of conveyance deed.



29. **Disposed off.** Files be consigned to the record room after uploading of the order on the website of the Authority.

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]

