



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of Decision	14.10.2025
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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.	2216 of 2023	Harish Kumar Vs. TDI Infrastructure Ltd	Adv. Tarjeet Singh	None
2.	2281 of 2023	Vikash Kumar and another Vs. TDI Infrastructure Ltd.	Adv. Tarjeet Singh	None
3.	2282 of 2023	Satya Bhushan Bansal Vs. TDI Infrastructure Ltd.	Adv. Tarjeet Singh	None

CORAM: Dr. Geeta Rathee Singh

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

Sr. no.	Complaint no.	Reply Status	Project and 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.	2216 of 2023	Filed	Project-Kingsbury Apartment located at Kundli, Sonipat Unit no. S1-0402	09.12.2010	Paid amount: 30,18,141.52 /-(as per final statement of account dated 16.05.2025)	Occupation certificate dated 28.08.2017 Possession offered(possession letter not attached with complaint file)
2.	2281 of 2023	Filed	Project-Kingsbury Apartment located at Kundli, Sonipat Unit no. W8-308	12.11.2013	Paid- 41,43,057/- (as per final statement of account dated 16.05.2025)	Occupation certificate dated 28.08.2017 Possession offered(possession letter not attached with complaint file)
3.	2282of 2023	Filed	Project-Kingsbury Apartment located at Kundli, Sonipat Unit no. W7-0102	Not mentioned	Paid- 43,12,002/- (as per final statement of account dated 16.05.2025)	Occupation certificate dated 28.08.2017 Possession offered on 10.10.2016

4. Facts of the complaint are that complainant signed an apartment buyer agreement with the respondent on 09.12.2010 for an apartment no. S1-0402 admeasuring area 1110 sq. ft. in the real estate project “ Kingsbury



apartments” located at Kundli, Sonipat. Complainant is in possession of the same.

5. Director of Town and Country Planning, Haryana, Chandigarh sanctioned building plan through memo no.33219 dated 12.03.2013 for a group housing of licence no. 72 of 2012 and 79 of 2018, complainants flat falls under the aforesaid license.
6. Respondent has issued a final statement of account of KFL-15961, S-1/402, and in the final account statement, complainant has only to pay stamp duty charges. That complainant regularly paid the maintenance charges to the association and for that no objection certificate has been issued to the complainant.
7. complainant visited the office of the respondent numerous times with the request that conveyance 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.
8. That the respondent has also violated Section 11(4) (d) of the RERA Act,2016 by saying that they need the no objection certificate from the



maintenance agency and denied the no objection certificate issued by the association which is registered association under the Haryana Registration and Regulation of Society Act, 2012.

9. 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

Complainants in the complaint have sought following reliefs:

- i. To direct the respondent to execute the conveyance deed in favor of the complainant.
- ii. Any other directions or order which this Hon'ble Authority may deem fit in the facts and circumstances of the case.

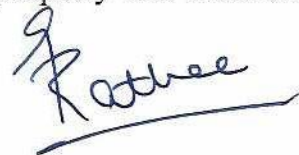
C. REPLY ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 18.03.2024 pleading therein:

10. 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.



11. When the respondent company commenced the construction of the said project, the RERA Act, 2016 was not in existence, therefore respondent company could not have contemplated any violations and penalties thereof, as stated in the RERA Act, 2016. 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.
12. 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
13. Further, the present complaint is barred by limitation and is miserably hit by the principle of delay and laches, therefore, the same is not maintainable before the Ld. Authority.
14. Complainant herein is an investor and has accordingly invested in the project of the respondent company for the sole reason of investing and earning profits and speculative gains. The property has been bought by


R. Rathore

the complainant for the sole purpose of earning profits in speculative gains, the complaint is therefore liable to be dismissed

15. 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. 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.

16. 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

17. During oral arguments learned counsel for the complainant and respondent have reiterated arguments as mentioned in their written submissions. During hearing proceeding ld. counsel for complainant



stated that respondent offered possession of unit in complaint no. 2216 of 2023 and 2281 of 2023 in the year 2014 and 2015 respectively.

E. ISSUE FOR ADJUDICATION

18. 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 has 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 for 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 hence provisions of the RERA Act, 2016 shall be applicable to matters pertaining to the same.

F.2. Objection raised by respondent stating that complainant herein is an investor and have invested in the project of the respondent company for the sole reason of investing, earning profits and speculative gains.

Respondent has also averred that complainant is an investor and not a consumer and the RERA Act of 2016 is enacted to protect the interest of consumers of the real estate sector, thereby complainant is not entitled to file the complaint under section 31 of the Act and the complaint is liable to be dismissed. In this regard, Authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumer of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims and objects of enacting a statute but at the same time, the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations, made thereunder. Upon careful perusal of all the terms and conditions of the apartment's agreement, it is revealed that the complainant is buyers and paid total price of Rs. 30,18,141.52/- to the promoter towards purchase of an unit in the project of the promoter, At this stage, it is important to stress



upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2[d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent:

In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the unit application for allotment, it is crystal clear that the complainant is allottee as the subject unit was allotted to him by the promoter. The concept of investor is not defined or referred in the Act. As per the definition provided under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. **000600000010557 titled as M/s Srushti Sangam Developers Pvt Ltd, Vs. Sarvapriya Leasing (P) Lts. And Anr.** has also held that the concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

S. Katoor

F.3. Objection raised by respondent that the present complaint is barred by limitation

Respondent had raised objection regarding maintainability of the complaint on ground of that complaint is barred by limitation. In this regard the Hon'ble Apex Court in Civil Appeal no. 4367 of 2004 *titled as M.P Steel Corporation v/s Commissioner of Central Excise* has held that the Limitation Act applies only to courts and not to the tribunals. Relevant para is reproduced herein:

19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."

Authority observes that the Real Estate Regulation and Development Act, 2016 is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963, thus, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority established under the Act is a quasi-judicial body and not Court. Therefore, in view of above objection of respondent with respect to the fact that complaint is barred by limitation is rejected.

G. OBSERVATIONS AND DECISION OF AUTHORITY

19. 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. 2216 of 2023 signed an apartment buyer agreement on 09.12.2010 for unit no.S1-0402, admeasuring area 1110 sq. ft. Complainant had paid a total amount of Rs. 30,18,141.52 /- as per final statement of account dated 16.05.2025. Admittedly complainant is in possession of his unit.

20. Main grouse of the complainant is that despite having paid the entire sale consideration and accepting possession respondent has not executed the conveyance deed in his favour, thus respondent is in violation of Section 17(1) of RERA Act, 2016.
21. Complainant has alleged that respondent is pressurizing the complainant to get a no 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 stated that he had never signed maintenance agreement with the maintenance agency.
22. 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.

23. Authority observes that admittedly possession of unit was handed over to complainant in the year 2014. 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 makes it very apparent that there were no dues pending against the unit in question. Respondent has also not disputed this fact that at the time of handing over possession 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 2014 to 28.08.2017. Therefore, the default of not getting the conveyance deed executed between period was on part of the respondent only.



24. 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.

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 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. Therefore, the only amounts that can be demanded from complainant of execution of conveyance deed are the registration/stamp duty charges.

25. 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.”*

26. 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

27. 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 get conveyance deed executed in favour of complainants in all captioned complaints within 30 days of uploading of this order.
- (ii) Complainants will remain liable to pay to stamp duty and other charges, if any, in all captioned complaints to respondent for execution of conveyance deed.

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



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DR. GEETA RATHEE SINGH
[MEMBER]