



Complaint nos. 1137-2021 & Ors.

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO. 1137 OF 2021

Mrs. Parveen Sharma

VERSUS

TDI Infrastructure Limited

....COMPLAINANT

....RESPONDENT

### 2. COMPLAINT NO. 1139 OF 2021

Ravinder Kumar

VERSUS

TDI Infrastructure Limited

....COMPLAINANT

....RESPONDENT

### 3. COMPLAINT NO. 1140 OF 2021

Krishnamurthi Sridhar

VERSUS

TDI Infrastructure Limited

....COMPLAINANT

....RESPONDENT

### 4. COMPLAINT NO. 1141 OF 2021

Kamlesh

VERSUS

TDI Infrastructure Limited

....COMPLAINANT

....RESPONDENT

**5. COMPLAINT NO. 1142 OF 2021**

Ramphal

....COMPLAINANT

VERSUS

TDI Infrastructure Limited

....RESPONDENT

**6. COMPLAINT NO. 1143 OF 2021**

Kamlesh Rani

....COMPLAINANT

VERSUS

TDI Infrastructure Limited

....RESPONDENT

**CORAM:**

**Rajan Gupta**

**Chairman**

**Anil Kumar Panwar**

**Member**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing:** 23.11.2021

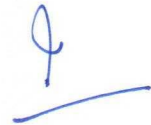
**Hearing:** 1<sup>st</sup>

**Present:** - Mr. Tarjit Singh Chikara, Counsel for complainants through VC.

Mr. Shubhnit Hans, Ld. Counsel for the respondent through VC.

**ORDER** (RAJAN GUPTA- CHAIRMAN)

1. All the captioned six complaints have been taken up together as the grievances of all the complainants are of similar nature and pertains to the same project of the respondent. Facts of **Complaint No. 1137 of 2021 Mrs. Parveen Sharma v TDI Infrastructure Limited** are being taken in account for disposal of this bunch matter.
2. The case of the complainant is that the original allottee Mr. B. P. Singh had booked a apartment measuring 1264 sq. fts in the project named "Kingsbury Apartments", Kundli, Sonipat, Haryana on 24.02.2006. She was allotted apartment no. S1-0904. Apartment buyer agreement was executed on 01.10.2015. Possession of apartment was given to original allottee in the year 2014. Apartment was transferred in favour of complainant on 04.12.2015. Respondent received Occupation Certificate from the department concerned on 28.08.2017. Main grievance of the complainant is that despite issuance of 'No Dues Certificate' by the RWA on 15.09.2021, respondent company has failed to execute conveyance deed in favour of complainant till date. She stated that respondent company is making execution of an agreement with maintenance company M/s Cannes management Property ltd. a pre-condition for executing conveyance deed in her favour, which is not justified.



3. In their reply the respondent states that they have already issued a Public notice dated 19.01.2020 to all allottees of the project including complainant to get their conveyance deeds executed after payment of outstanding amounts. Thereafter company also issued a reminder letter dated 09.09.2021 to the complainants to execute conveyance deed. Again on 21.09.2021 Public notices were published in two newspapers calling allottees for execution of their conveyance deeds. Thus, despite repeated Public notices and reminders, complainants have not come forward to get conveyance deeds executed after payment of outstanding amount, therefore, complainants themselves are at fault. Therefore, all present complaints should be dismissed.

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.

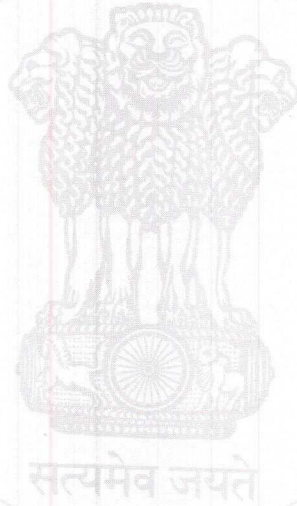
Now respondents are putting a pre-condition that complainants have to execute agreement with the maintenance company i.e. M/s Cannes management Property ltd. and pay maintenance dues etc. which may have accrued from the year 2014 and onwards after handing over of possession, as a precondition for execution 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

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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.



RAJAN GUPTA  
[CHAIRMAN]

ANIL KUMAR PANWAR  
[MEMBER]

DILBAG SINGH SIHAG  
[MEMBER]