

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.691 of 2024**

**Date of Decision: 28.07.2025**

Diplomatic Greens Residents Welfare Association, Flat No. A4-702, Diplomatic Greens, Sector 110A-111, Gurugram, Haryana.

----Appellant

Vs.

1. Puri Construction Private Limited, 4-7B, Ground Floor, Tolstoy Home 15 & 17, Tolstoy Marg, New Delhi.
2. Natureville Promoters Private Limited, 112-115, 1st Floor, Tolstoy House, 15 & 17, Tolstoy Marg, New Delhi

---Respondents

**CORAM:**

**Justice Rajan Gupta  
Shri Rakesh Manocha**

**Chairman  
Member (Technical)**

Present: Mr. Shekhar Verma, Advocate with  
Mr. Yashvir Singh Balhara, Advocate  
for the appellant.

Mr. Kunal Dawar, Advocate with  
Ms. Tanika Goyal, Advocate,  
Ms. Ankita Chaudhary, Advocate  
for the respondent.

**O R D E R:**

**RAJAN GUPTA, CHAIRMAN**

Present appeal is directed against order dated 30.07.2024 passed by the Authority<sup>1</sup>, operative part whereof reads as under :-

*“25. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f) :*

- The respondent/promoter is directed to handover the maintenance of the project and transfer the unutilized IFMS deposit of Rs.63,81,268/- to the*

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram

*association of allottees within a period of thirty days from the date of uploading this order.*

- ii. The respondent is further directed to give justification of expenditure incurred out of the IFMS deposit to the association and if any expenditure is found to be in conflict with the permissible deductions as per law, the same shall also be transferred to the association.*
- iii. The respondent shall handover necessary documents and plans including common areas, to the association of allottees or the competent authority, as the case may be, within 30 days after obtaining the completion certificate in terms of proviso to section 17(2) of the Act of 2016.*
- iv. A period of 90 days is given to the respondent/promoters to comply with the directions given in this order and failing which legal consequences would follow.*

*26. Complaint as well as application, if any, stands disposed off.*

*27. File be consigned to the registry.”*

2. Project in the name and style of ‘Diplomatic Greens’ was floated by respondent no.1-promoter in Sectors 110A-111, Gurugram. Building Plan for the project was approved on 01.12.2011 and revised building plan on 19.02.2015. Occupation Certificate for the project was granted on 29.08.2016. It appears that the promoter offered possession in the year 2016 itself.

3. The association of allottees (appellant herein) preferred a complaint before the Authority at Gurugram with a number of grievances, primarily that IFMS amount collected by the promoter has been siphoned off. It, thus, sought various documents including deed of declaration from the respondent-promoter and details of the amount deposited by the allottees

under IFMS. It also sought a direction to transfer the amount of IFMS to the RWA.

4. Reply was filed by the respondent-promoter, stating that it had developed the project, namely, Diplomatic Greens, and received Occupation Certificate in time. There were 437 allottees in the project. However, the appellant-association had only about 100-120 odd members.

5. It is submitted that they were always willing to hand over maintenance of the project to the association and several meetings were held in that regard. Besides, they never refused to hand over the deed of declaration to the association, same being a registered public document. They have submitted that the promoter had to maintain the project till 31.12.2023 and the appellant-association took over the project on 1st of January, 2024.

6. After hearing rival contentions, the Authority thought it fit to appoint an auditor to go into the factual aspects.

7. The auditor submitted a report, concluding para whereof reads as under :-

*“9. CONCLUSION*

*9.1 There is a lack of intent on the part of the developer to maintain IFMS amount in a separate account as it has been more than six years since OC has been obtained by them and no IFMS amount has been transferred by them to the RWA.*

*9.2 Further, as per the clauses of Builder Buyer agreement and maintenance agreement as executed between the developer and customers, developer/maintenance agency is liable to pay simple interest on the IFMS deposits as per prevailing Fixed deposits rate at the year end.*

*9.3 The developer should provide entire account of expenditure incurred out of IFMS money collected*

*from the customers along with justification for the expenditure incurred.*

9.4 *The developer/maintenance agency should transfer unutilized IFMS amount along with applicable interest as per provisions of Builder Buyer Agreement read with the Maintenance agreement to the Resident Welfare Association.”*

8. After considering the report, the Authority directed that the unutilized IFMS amount of Rs.63,81,268/- be transferred to the association within 30 days. It also directed the promoter to give justification of expenditure incurred out of the IFMS deposit to the association and if any expenditure was in conflict with the permissible deductions as per law, same would also be transferred to the association. Promoter was further directed to hand over necessary documents and plans including common areas to the appellant-association or the competent authority. A period of 90 days was granted for this purpose.

9. Grievance of the appellant-association before this Bench is that objections filed by it to the audit report were not considered by the Authority. The promoter has failed to provide any details of the amount spent for maintenance purposes out of the IFMS amount collected by it. It has also not handed over the necessary documents as per directions given in para 25(iii) of the order of Authority.

10. Faced with this situation, Mr. Dawar submits that the promoter has already transferred an amount of Rs.63,81,268/- to the association on 16.10.2024 and he has instructions to state that entire details of expenditure incurred out of the IFMS amount shall be supplied to the association within six weeks from today and also information as per clause 21(j) of the Builder Buyer Agreement. He assures that this information shall be given by a

responsible person not less than a Director/CEO of the respondent-company.

11. In view of the statement given by Mr. Dawar, we feel that the appeal can be disposed of.

12. We order accordingly.

13. Keeping in view the peculiar nature of the dispute, we give liberty to the appellant-association to file a fresh complaint before the Authority if any cause of action survives. This liberty is being granted in the facts and circumstances of the instant case and would not act as a precedent.

14. If any such complaint with better particulars is preferred by the appellant-association, the Authority shall endeavour to decide the same expeditiously, in any case, not later than five months. Needless to observe that while passing any such order, the Authority would not be swayed by any observation made by it earlier.

15. The CM filed by the appellant in the instant appeal and the documents annexed therewith are taken on record.

16. Copy of this order be supplied to the parties/their counsel and the Authority below.

17. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

28.07.2025  
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