

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no.	:	3807 of 2023
Date of filing	:	31.08.2023
Date of decision	:	02.09.2025

The Corridors Residents' Welfare Association (Acting through Its President) R/o: - Near Lift, Basement Corridors, Sector-67A, Gurugram (Haryana)	Complainant
Versus	
1. Ireo Grace Realtech pvt.ltd. and 2. Ireo Grace Realtech Private Limited Both R/o: Ireo Campus, Archview Drive, Ireo City, Golf Course Extension Road, Sector-59, Gurugram. 3. District Town and Country Planner R/o - HUDA Complex Sector-14, Gurgaon. 4. Haryana Shehari Vikas Pradhikaran (HSVP) R/o - Estate Officer-II, Sector-14, Gurugram-122001. 5. Mr. Lalit Goyal, Managing Director, IREO group R/o - C-4, 1 st floor Malviya Nagar, New Delhi, South Delhi.	Respondents

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

Chairman
Member

APPEARANCE:

Sh. Garv Malhotra (Advocate)
Sh. M.K. Dang (Advocate)

Complainant
Respondent

ORDER

1. The present complaint dated 31.08.2023 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Facts of the complaint

2. The complainant-association has made the following submissions: -
 - i. That the complaint is being filed by The Corridors Residents' Welfare Association Through Its President. The Complainant association is duly registered with District Registrar of Firms and Societies, Gurugram, Haryana, bearing Registration No. HR018 2019 03762 dated 19.06.2019.
 - ii. The complainant association is being represented through its President, Mrs. Vandana Mishra and has been authorized by the complainant association in its general body meeting dated 15.01.2023.
 - iii. The grievance of the complainant association relates to breach of contract, promises, gross unfair trade practices and deficiencies in the services committed by the respondent no. 1 in regard to the project "The Corridors" at Sector 67A, Gurugram, Haryana. Further, the complainant is aggrieved by the conduct of the respondents no. 2, who has committed gross

irregularity in the grant of occupation certificate of the project to the respondent no. 1, despite the entire project being incomplete and lack of infrastructure and facilities in the project. the respondent no.2 has through, placed conditions in the occupation certificate, however, it has neglected to ensure that the said deficiencies and conditions have been met by the respondent no.1.

- iv. That the respondent no.1, **Ireo Grace Realtech Pvt. Ltd.** is a company incorporated under the provisions of Companies Act, 2013 vide CIN U70200DL2010PTC202572 and having its registered office at C-4, 1st Floor Malviya Nagar, New Delhi, South Delhi-110017 and also at Ireo Campus, Arch view Drive, Ireo City, Golf Course Extension Road, Sector-59, Gurugram-110017 and is *inter alia* engaged in the business activities relating to construction, development, marketing & sales of various types of residential & commercial properties to its various customers/ clients and works for gain.
- v. That the Respondent No. 1 initiated the project namely "**THE CORRIDORS**" (hereinafter referred as the 'Project'), a group housing colony covering an area of 37 acres approximately situated in sector-67-a, Village Dhumaspur & Maidawas, Tehsil Gurugram, Sub Tehsil Badshahpur, Haryana-122101 with regard to License no. 05 of 2013 dated 21.02.2013 issued by the Director, Town and Country Planning Department, Haryana. That the said Project is situated in Gurugram, hence, the Hon'ble Authority has the jurisdiction to try and decide the present complaint. the license for (cluster-a & d, convenient shopping, lower basement) was sanctioned on 10.07.2017.
- vi. The genesis of the present complaint lies in gross indifference, refusal, failure of the various obligations on the part of the respondents, who initially enticed the members of the association to pay their hard-earned

money in the purchase of the apartments in the project, with the strong and luring commitments of complying with all requisite duties, functions and obligations of the respondent No.1 and subsequently, denying and escaping from their commitments. The respondents no. 2 and 3 have failed to conduct their duties and obligations to ensure that the project has been completed in terms of the layout plan, with all basic infrastructure, facilities and amenities, as committed by the respondent no.1. the respondent no. 4 is the key managerial person of the IREO group and is responsible for the day to day running of the business of the respondent no.1 and other group companies of IREO and is responsible to the allottees for the severe deficiencies and failure to reciprocate the commitments.

- vii. That the Director, Town and Country Planning, Haryana granted License No. 5 of 2013 to the respondent no.1 for development of a group housing colony known as Ireo "The Corridors" at Sector 67A, Gurugram, Haryana.
- viii. That the respondent No.1 had advertised itself as a very ethical business group that lives onto its commitments of delivering its housing projects as per promised quality standards and agreed timelines. That the respondent No.1, while launching and advertising any new housing project always commits and promises to the targeted consumer that their dream home will be completed and delivered to them within the time agreed initially in the agreement while selling the dwelling unit to them. They also assured to the consumers like the allottees and the members of the complainant that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and development of the real estate project "The Corridors", sold by them to the consumers in general.
- ix. That the respondent No.1 had promised to offer a self-sustained ecosystem in the residential condominium which will have all the facilities such as a 2 acre club house, swimming pool, sports arenas such as football,

basketball, tennis courts, badminton courts, squash courts, etc., schools, hospitals, shopping centres, etc. It is a matter of fact that the whole condominium is in a sorry state of affairs and the respondent No. 1 has even failed to provide basic facilities such as proper roads, boundary wall, the 33 KV electricity connection, power backup facility, electricity meter room and water treatment plant to the allottees.

- x. That the allottees have suffered on account of the deficiency of services by the respondent No.1. The said fact goes to show the lackadaisical approach of the respondent No. 1 towards its work and maintain professional relationship with its allottees.
- xi. That the details and commitments being assured by the respondent through the buyer's agreement, brochure, advertisements, etc. are wrong and factually incorrect and is being provided to mislead the innocent buyers with the sole intention of shirking from the responsibilities which they are required to fulfill as per Act of 2016) and rules, 2017.
- xii. That the respondent No.1, from time to time raised demands from the respective allottees, in terms of the payment plan opted by such allottees and after purportedly completing the project, it applied to the respondent No. 2 on 05.07.2018, for the grant of occupation certificate for phase 1 of the project in respect of towers A6 to A10, B1 to B4 amend C3 to C7 of the said project. The occupation certificate was granted to the respondent no.1 by the respondent no.2 on 31.05.2019.
- xiii. That it is important to note that OC was granted for transformer room and meter room, however, till date the same is not functional.
- xiv. That meanwhile the complainant association was registered and bye laws of the association were approved by the District Registrar, Firms & Societies, Gurugram under Haryana Registration & Regulation of Societies

Act, 2012, having Registration No. No. HR018 2019 03762 dated 19.06.2019.

- xv. It is pertinent to highlight the fact, which is shameful and shocking, that the respondent no.1 incorporated the association with members who were employees of the respondent No. 1 and had close nexus with the Respondent No.1 and worked as members of the governing body of the Association, in the interests of the respondent No.1. That none of them were owners/ unit holders of the project.
- xvi. That initially, the respondent no.1 with *mala fide* intention got registered the said association on 19.06.2019, wherein the governing body of the association consisted of the employees of the respondent no. 1 and they were running the association in a haphazard manner, causing wrongful loss to the association and the employees and unjust and illegal gains to the respondent no.1.
- xvii. After the formation of the association, the respondent no. 1, in order to manage and control the funds of the association, got its puppets, authorization to operate the bank accounts, whose position and capacity of being a member was best known to the respondent no. 1, as none of these persons have a unit in the project.
- xviii. That the said association, till formation of the new governing body, after election, which was held on 22.11.2021, was working at the behest of the respondent no. 1. moreover, the so controlled association has not charged the respondent no. 1 for the services and facilities provided to the respondent no. 1 for the units that have not been handed over to the allottees. The expenses have been charged from the allottees who have not taken the possession, whereas the amount has been usurped by the respondent No. 1.

- xix. The respondent No. 1 has cheated the allottees and committed embezzlement of funds worth crores of rupees by registering the association consisting of its own employees.
- xx. Pertinently, the respondent No. 1 has mortgaged all the unsold inventory to three financial institutions and has embezzled the funds to somewhere else therefore leading to shortage of funds and non-completion of facilities of the project.
- xxi. That the respondent No.1 applied for grant of part Occupation Certificate on 10.09.2019 and purportedly received the Part Occupation Certificate from the Respondent No. 2 for Phase 2 of the Project, in respect of Towers A1 to A5, B5 to B8 and C8 to C11, EWS Block 2, community building/ club house, Convenient Shopping 1 & 2 of the said Project on 27.01.2022.
- xxii. That the respondent No.1 has been granted Occupation Certificates from the respondent No.2, pursuant to which the respondent No.1 started handing over possession of the units bought by the allottees. But to the dismay of the allottees, the possession was being offered without completing the common area amenities and facilities. Moreover, there are multiple defects and deficiencies in the said project, completely due to the lapses and failures of the respondent No. 1. The respondent no.2 has failed to conduct its duties in a transparent and proper manner, which is evident from the sorry state of affairs at the project site. had the respondent no. 2 been diligent in performance of its duties, the occupation certificate would not have been granted to the respondent no.1 as there is grave deviation from the approved layout plan and most of the infrastructure, facilities and amenities are still lacking at the project.
- xxiii. That after much struggle and efforts of the residents, the election for constitution of new and fair office bearers/ governing body took place on

22.11.2021 and a new governing body from amongst the allottees was formed for further managing the affairs of the said project.

- xxiv. That upon the new office bearers from amongst the allottees have taken charge, it has been realized that the allottees have suffered irreparable financial loss which cannot be compensated in terms of money. the respondent no.1 is an expert and specialist in manipulating the circumstances and are in the habit of making false and wrong promises and commitments towards the project. Several meetings have taken place between the complainant and the respondent no. 1, however, respondent no. 1 has failed to complete the project in every regard. hence, the complainant was left with no option other than to file the present complaint.
- xxv. That the respondent no. 4 through respondent no. 1 in an unfair manner siphoned off funds meant for the project and did not do the needful, and rather utilized the collected amounts for its own personal benefit.
- xxvi. Due to complete lapses and failures of the respondent no. 1, public utility services including sewage, sanitation, electricity, lifts and other related services required for survival of the residents are being impeded. the respondent no.1 has even failed to provide proper 33 KV electricity connection, club house, water purification plant for the entire project, boundary wall, access to EWS, Power back up facilities for entire project, accessible roads both internal and external to the project, etc. to the occupants. that the allottees are suffering on account of the deficiency of services by the respondent no.1. The said fact goes to show the lackadaisical approach of the Respondent No.1 towards its professional commitments made to the allottees and the assurances made to the Respondent No. 2 at the time of seeking grant of Occupation Certificate. That the details being provided by the Respondent No.1 are wrong and

factually incorrect and misleading to the innocent buyers, with the sole intention of shirking away from the responsibilities which they are required to fulfil as per the Buyer's Agreement.

- xxvii. That the respondent has had the intent of cheating and defrauding the complainant and its members from the very beginning. it is submitted that the respondent no. 1 has misrepresented and has voluntarily given false misrepresentations and warranties with respect to the development of the project. that in spite of receiving the OC for 80% of the whole project i.e. almost 1356 dwelling units, none of the basic services as promised by respondent is in place and functional.
- xxviii. The following amenities were promised as per the Buyer's Agreement and/ or approved layout plan of the Project and their present status are as follows:
- Phase 2 OC received in January, 2022 but the towers of Phase 1 are not complete and the basic public amenities in the whole Project are incomplete of both phase-1 and phase 2;
 - Change in layout plan - There is no gate beside Tower C as per the approved layout plan dated 21.03.2013, however, the Respondent has provided a temporary access to the residents of the Project through the same by leasing out private agricultural land from the land owners of Ramgarh village;
 - Sculptures/ Focal Points as promised in the Buyer's Agreement are not provided;
 - Tennis Courts are incomplete as no surfacing is done;
 - Swimming Pool is not functional and no license for the operation of the pool has been applied for till the date of filing of the present complaint;
 - Yoga Lawn is not developed;
 - Gas pipe connection not there for the entire Project;

- Sand Pit as per Buyer's Agreement besides Tower B5 and C3 is not developed;
- Incomplete paint work and incomplete lighting throughout the Project wherein OC has been received several years back especially there is no light in the courtyard area, 9 mtrs pole street lights does not work, lights of fire staircase and emergency exits does not work thereby leading to security issues. Also there is incomplete paint work in staircase, lift lobby areas, etc. for both Phase 1 & Phase 2 towers.
- The creche in the Project is not developed.
- There is no landscaping completed in the whole Project including the courtyard areas;
- There is no seating areas with shade structures provided;
- The High School and Nursery School as approved in the layout plan and brochure are not developed.
- The Primary School is also not developed.
- The Dispensary is not developed.
- The 33KV electric connection is not yet received.
- The Sub-station infrastructure at Project site not established till date violating the approved layout plan and in spite of having OC for transformer room and meter room from 2019. Electricity connection for the Project is through a shared connection for three projects namely Ireo Uptown, Ireo Victory Valley and Ireo the Corridors.
- Water Treatment Plant is installed at Block B but is inoperative;
- The Power Back up Genset installed for the whole Project is not in working condition, temporary genset is used to supply electricity to the Project;

- There is no proper lighting in the parking area of the basement of the whole Project creating security issues;
- There is incomplete plaster work in and around the ground floor of the residential Towers of the whole Project;
- There is rampant leakage from the brick walls in the periphery/ boundary walls in front of Tower A1;
- There is no plaster work in the peripheral boundary of the Project;
- There is malwa and other waste material and construction materials dumped in basement areas, parking areas, common areas marked as green area and around the whole Project;
- Flats in Tower B1, A5, A3, A4 and other towers has been converted as store rooms and project office of Respondent No. 1 and other vendors, thereby causing labour movement and nuisance in the whole Project wherein OC has been received;
- Incomplete paint work in both the phases of the Project –
 - Staircases of residential towers not painted
 - No paint work done in the basements of residential towers especially basement no. 2 of the whole Project;
 - Exterior paint work in Phase 2 towers not done especially Towers A1 to A5;
 - No paint work done in and around club area and basement of club area;
- The lift lobby areas of Phase 2 of the Project not completed till date;
- Only one lift operational in Phase 2 of the Project and that too not completed;
- No street lights working in major parts of the Project and the problem persists till date.

- No manhole covers in the many areas of the Project;
- No green areas developed in front of OC received towers namely A1 to A5 and A10;
- Each tower should have a visitor washroom and provision of drinking water which is not present in each tower of the Project;
- The residential towers in Phase 2 of the Project not livable and is home to rats, snakes, termites, insects, etc.
- The Connectivity through temporary road-living at the mercy of the villagers. Malwa and cow dung lying on the access road and there is no maintenance of the access road.
- The internal roads of the Project are also broken;
- There are two main gates to the Project, one through 24 mtrs road and another through 90 mtrs road as per approved layout plan. The one gate through 24 mtrs wide road is functional, however the main access to the Project through Block C gate of the Project is on a land taken on rent from the villagers of Ramgarh Dhani and the residents of the Project are at their mercy for the access because previously, whenever Respondent No. 1 fails to pay rent, the villagers block the road and the access to the Project is completely cut off.
- Construction materials are dumped in parking areas of OC received towers;
- There is no water proofing done in the basements of residential towers of both phases thereby leading to flooding of basement areas;
- The irrigation system installed by Respondent No. 1 for watering the plants/ horticulture is defective since inception, thereby leading to flooding and leakage in the basement areas;

- The doors/ fire doors installed in the terrace floors are all defective and water seeps into the staircase in case of overflow in overhead tanks and during rains;
- No lights installed in the roofs for maintenance or for service access;
- No signages installed by Respondent No. 1 in the basement areas, common areas, club, etc.
- No steel structure installed over tramp to basement aside Tower A10;
- Only one drinking water source for the guards, horticulturists, maids, other employees in the whole Project admeasuring 37 acres till date. Provisions of drinking water is there as per approved building plans but the Respondent No. 1 has not provided the same till date.
- Club and swimming pool and community centre is not operational. Despite the fact the OC for the Club has been received, the Club is not functional more than 1.5 years. In actuality, construction material is lying at the club basement where the water has been logged in the sump area and the staircases are also inaccessible. Bushes and shrubs are growing in the club area and the walls are not plastered.
- Grave security concerns due to lack of infrastructure regarding security
 - a) No boom barriers either main gate or basement made functional till date
 - b) No access card entry started for residents both in the basement area as well as in the lift lobby area
 - c) CCTV access inadequate for such a huge project - No CCTV in phase 2 towers
 - d) No centralized access control system installed till date – as promised in the Buyer Agreement
 - e) No proper street light throughout the Project

- f) The boundary wall of the club is broken leaving way for outsiders to enter the society, and opening the way for trespassing, also endangering the lives of the residents.
- g) There is no proper lighting, and no street lighting has been installed. The lighting that has been installed are not in a working condition, all of which are leading to security concerns for the residents.

- There are water logging, flooding, and leakage in the basement of the both the phases in the Project.
- The tennis court, badminton court, squash courts are incomplete. No surfacing has been done. The pathway beside the tennis court is not complete. The shower area, kids pool, fountain, bar area and the splash pool is also incomplete.
- The guard room in front of Tower A10 of the Project is the only legally authorized entrance to the Project, which, to this day stands in a dilapidated condition with water leakage from roof. Shelters have been used to cover switch gears which becomes very risky in the rains and could lead to accidents. The transformer/meter room has been converted into the guard room.
- The internal roads of the Project are in a dilapidated condition and is full of undulations and potholes.

xxix. That the Respondent No.1 had appointed Jones Lang LaSalle India for the maintenance and upkeep of the project. The said agency was subsequently appointed by the Complainant Association to inspect the Tower A-9 and submit its report on Snag Lists. It came as a shock and surprise that in respect of Tower A-9 only, the said agency submitted deficiencies/ snags totalling to 248 snags.

- xxx. That initially the project was being developed by reputed contractor / construction company bl kashyap & sons ltd. however, due to inability of remission of pending dues by respondent no. 1, the contractor was unable to continue and accomplish the project. Thereafter, respondent no. 1 started hiring small contractors for finishing the project but they lacked the skills and knowledge of accomplishing project of this stature. as a result of which the quality of the whole project got compromised and today the project is in very bad shape.
- xxxi. That there is rampant violation of approved layout plan. it is humbly submitted that the respondent no. 1 has encroached on the green area in front of tower a1 and has illegally put iron fence and has constructed road illegally through green area by violating the approved layout plan. The respondent no. 1 has further given way to another project of plotted development launched by GLS group through the land of the project in blatant violation of the layout plan. it has come to further knowledge that the land parcel presently did not have any access and thus, the respondent no. 1 has done thoroughfare and constructed road through the project in front of tower a1 by illegally encroaching the project land under license. the complainant has registered a complaint in January, 2023 before respondent no. 2 redressing this grievance, however, no action has been taken against the respondent no. 1 till date.
- xxxii. That till date GLS in connivance with respondent no. 1 is accessing their land through the project land and no action has been taken either against respondent no. 1 or against GLS till date for trespassing the project land under license.
- xxxiii. That it is relevant to note that the complainant association has procured the relevant details of the alleged project, which is named GLS Lansdown,

which has received RERA registration bearing no. 57 of 2023 dated 08.05.2023.

- xxxiv. That the respondent No. 1 has given no right of way to EWS residents and the EWS units are incomplete in all respect. It does not have any electricity or water connection till date.
- xxxv. That moreover, the essential services of the project, that is the essence of creating a habitable environment for the project are incomplete till date and the complainant is left at the mercy and the whims and fancies of the respondent No. 1 for providing of such services listed above.
- xxxvi. That even at the time of the execution of the Apartment Buyer's Agreement, the Respondent No.1 had represented to the Complainant/allottees, that time is essence of the allotment and they are in possession of the necessary approvals from the respondent no. 2, to commence with the construction work of the residential project. however, when the complainant representatives visited the respondent's office and apprised their officials of the anomaly and asked them to explain the deviation, but till date the officials did not have any clear explanation about the same and also showed their helplessness in the matter and this amounts to fraud being committed towards the complainant herein. The only oblique motive of the Respondent is to dupe the hard-earned money of the Complainant/ allottees.
- xxxvii. It is noteworthy to mention that the unconditional and unabridged access to the units in the project is the most primary facility that the respondent was bound to give to the allottees. However, the respondent has miserably failed in doing so. the society in question is connected by 24 mtrs wide road on one side and 90 mtrs road on the other and it has two exits: one on the 24 mtrs road and the other on the 90 mtrs road. However, none of the main entrances of the society are functional. Instead, the respondent

has provided access to the society through a temporary road made on the land of the villagers of village ramgarh and the said road is neither approved in the layout plan attached with the buyer's agreement nor part of the br iii received by the respondent from respondent no. 2.

- xxxviii. It is submitted that even after a span of three years of having received the occupation certificate dated 31.05.2019, the said project is in an inhabitable condition with incomplete work.
- xxxix. That the list of the incomplete works, snags in the said project are listed hereinabove. the project was supposed to be developed in a single phase and handed over accordingly; however, no handover of the residential towers and common areas has been done by respondent no. 1 in favour of the complainant.
- xl. That Respondent No. 1 was also supposed to build Block D and Towers C1 and C2 as was shown in the brochure and Buyers Agreement, however, the construction of Block D has been stalled at the ground level and Towers C1 & C2 construction has never commenced. The allottees of Block D have been shifted to other blocks. This clearly shows the mala fide intent and inability of Respondent to handover the Project to its allottees.
- xli. That the said deficiencies in the said project clearly indicate that the common areas of the said project are underdeveloped and thereby, qualifying to be deficiency in services by the respondent no.1.
- xlii. That these snags are making the living conditions in the project inhabitable. To the utter shock and dismay of the complainant, the said project is incomplete and thus, the intimation of possession was invalid and is liable to be set aside. It is further submitted that the allottees including the members of the Complainant are finding difficulty due to installation of faulty street lights, thereby raising security concerns at night. The complainant tried to amicably resolve the matter with the

representatives of the respondent nos. 1 & 4 but no positive response was ever received from their end and the respondent nos.1 & 4 are clearly procrastinating from its' obligations and commitments. Many meetings have been conducted by the complainant with the respondent nos. 1 & 4 and every time the respondent nos. 1 & 4 has failed its commitment towards the allottees in every possible way.

- xliii. That at the time of booking of the said units in question, the complainant/ allottees were promised and assured that the project would be one of the most premium group housing societies in the surrounding area. on the contrary, the respondent no. 1 failed to perform its part of obligations and is futile in providing the access to the society as envisaged by them at the time of booking of the said unit in question.
- xliv. That the respondent no.1 has given the possession of the said units in question just for the sake of shirking away any penalty due to delay in possession.
- xlvi. That since the inception of the handover of possession of the units, the complainant/ allottees are facing problems in respect of the units and common areas, but till date the issues were not resolved by the respondent nos. 1 & 4.
- xlvii. That the respondent nos. 1 & 4 has been playing fraud and there is something fishy, which the respondent nos. 1 & 4 is not disclosing to the complainant, just to embezzle the hard-earned money of the complainant/ allottees.
- xlviii. That it is the responsibility of the respondent no.1 to rectify all the defects related to structural defect or any other defect in the workmanship, quality or provision of services or any other obligations of the promoter, as per the agreement for sale relating to such development for a period of five years.

- xlvi. That vide a Circular No. D-14/ 2018, It has been principally decided that 220/66/11 KV system in the new sectors of Gurugram, i.e. Sector 58 to Sector 115 will be eliminated and the transmission/ distribution system of 220/33KV level will be introduced in these sectors. In order to ensure proper planning for construction of 33 KV Switching Stations, the builder/ developer shall lay the underground 33 KV line from the source substation, create his own switching station/ substation on his land at his own cost and shall operate and maintain the same. It has further been obligated that the land of size approximately 500 sq. yards shall be earmarked from the DTCP and submit the same to DHBVN.
- xlix. The respondent no.1 has failed to provide the said facility to the project in question and ought to be directed to do so. evidently, even as per the version of the respondent no.1, the occupation certificate was applied for on 05.07.2018, after the issuance of the above mentioned circular. hence, the respondent no.1 is duty bound to comply with the same.
- i. The respondent no.1 has collected IFMS (Interest Free Maintenance Security) and IBRF to the tune of rs. 150/- psf from the allottees, which it is obligated to transfer to the complainant association. However, the respondent no.1 has usurped the entire amount and has not transferred the complete IFMS amount collected by it to the complainant association. The respondent no.1 is duty bound to furnish all the details of the funds collected by it and the same need to be audited and the funds are liable to be transferred to the complainant association.
 - ii. That the project under question is RERA registered project and the respondent no. 1 is under an obligation to comply with the provisions of the RERA Act but it is submitted that the respondent no. 1 even after receiving the Occupation certificate failed to provide the possession of the Project in a habitable condition. The managing director of the respondent

no. 1 Mr. Lalit Goyal hereby arrayed as Respondent No. 4 has been charged by Enforcement Directorate for money laundering under Prevention of Money Laundering Act.

- iii. It is humbly submitted that the hard-earned investments made by the allottees of the Project are at stake and are anticipating to have been embezzled by the Respondent No. 4 in order to defraud the allottees for his personal gains and benefits.

B. Relief sought by the complainant:

3. The complainant has sought following relief(s):

- i. **Direct the respondent no.1 to produce the complete books of accounts and the complete record for conduct of a forensic audit of its records related to the project with regard to all the expenditure incurred in the project and the money received in the said project.**
- ii. **Direct the Respondent No. 1 to produce the complete books of accounts and the complete record for conduct of a forensic audit of its records related to the said project "The Corridors", with regard to all the expenditure incurred in the maintenance of the Project and all the money received in the said Project w.e.f. the date of the receipt of OC.**
- iii. **Direct the forensic audit of the accounts of "The Corridors Residents' Welfare Association, since its formation till date, as the association was formed under the aegis of the Respondent no.1 and its officers were made part of the Governing Body of the Association, who have aided and abetted the Respondent No.1 in its illegal acts and have defrauded the Complainant Association of its rightful funds.**
- iv. **Direct the Respondent No. 1 to pay all the Common Area Maintenance charges towards the unsold inventory in the Project "The Corridors".**

- v. **Direct the Respondent No. 1 to provide all details of all income and expenses, received and incurred, respectively, towards the Common Area charges from all the allottees of the Project, from the date of receipt of Occupation Certificate, till date of filing of the present complaint.**
- vi. **Direct the Respondent No.1 to handover to the Complainant Association, all the documents, relating to income, expenses, receipts towards maintenance of the said Project, Annual Maintenance Contracts, Warranties, invoices etc. of all plants and machinery installed in the Project.**
- vii. **Direct the Respondent No. 1 to furnish the complete details of the Interest Free Maintenance Security (IFMS) and IBRF totalling Rs. 150/- per sq. ft. collected by it vide sale of units admeasuring 22,18,265 sq. ft. in the Project and to transfer the same/deficit (if any), to the Complainant Association.**
- viii. **Direct the Respondent No.1 to handover the complete funds collected by it or its maintenance agency for maintenance, IFMS and other charges, to the Complainant Association.**
- ix. **Direct the Respondent No.1 to complete the club/recreational facilities as promised in the Buyer's Agreement and handover the same to the Complainant Association.**
- x. **Direct the Respondent No.1 to complete the pending infrastructure related work as mentioned in the present Complaint.**
- xi. **Direct the Respondent No.1 to handover the residential towers and common areas of the society to the Complainant after rectifying all snags and deficiencies mentioned in the present complaint.**
- xii. **Direct the Respondent No.1 to construct the boundary wall in front of Tower A1 of the Project and handover the said area after removal**

of encroachments and land filling up to the tower level in compliance with the approved layout plan.

- xiii. Direct the Respondent No.1 to make necessary changes in front of Tower A9 & A10 and construct the main entrance and atrium area according to the approved layout plan.
- xiv. It is most respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent No. 1 to submit phase wise completion schedule of the Project.
- xv. Direct to show cause Respondent No. 2 for issuing of the occupation certificate for both Phases and especially Phase 2 Towers namely Towers A1, A2, A3, A4, A5, B5, B6, B7, B8, C8, C9, C10, C11 - Total 658 dwelling units and club, without completion of infrastructure and amenities.
- xvi. Direct the Respondent no.2 to take necessary action against the Respondent no.1 for failing to complete the project in terms of the sanctioned plans and deceiving the Respondent No.2 for grant of the Occupation Certificate, without completion of all formalities.
- xvii. Direct to show cause the Respondent No. 3 as to the status on the acquisition of the land and construction of the 60 mtrs and 90 mtrs road connecting the Project.
- xviii. It is most respectfully prayed that this Hon'ble Authority be pleased to appoint a Financial Auditor, a quantity surveyor and a Monitoring Agency in form of a local commissioner for the said Project.
- xix. It is most respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent No.1 to re-infuse requisite money in the separate bank account/dedicated development account required for completing the Project in compliance with the Provisions of Rule 4 of HRERA Rules.

xx. Direct the Respondents to pay Litigation Costs of Rs. 2,00,000/-.

4. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

C. Reply by the respondent no. 1, 2 & 5 jointly:

5. The respondents have contested the complaint on the following grounds:
- i. That the complainant in the present complaint has attempted to assert individual rights of the allottees with respect to the individual builder buyer agreements. The reliefs have been claimed with respect to individual allottees and the same cannot be granted to the complainant being an association.
 - ii. That respondent No. 1 is a reputed real estate developer having immense goodwill, comprised of law abiding and peace-loving persons and has always believed in providing best services to its customers.
 - iii. That the occupation certificate for Phase-1 of the project 'The Corridors' was applied for on 06.07.2017 and was granted on 31.05.2019 and occupation certificate for Phase-2 of the project was applied for on 10.09.2019 and was granted on 27.01.2022 by the competent authorities.
 - iv. That the RWA of the project has been duly registered with the concerned authority on 19.06.2019 and duly elected body has been approved by the District Registrar after conducting the elections and the same is taking care of day-to-day needs of the society and a deed of declaration was also filed by the promoter/respondent no. 1 before the concerned authorities on 16/08/2019. It is a settled law that as per provisions of RERA Act, 2016, the promoter/respondent no. 1 is responsible only till the execution of conveyance of the apartment or plots as the case may be to the allottees or the common areas to the association of the allottees. Respondent no. 1 cannot be held accountable or liable for any alleged acts stated to have

been committed by it and wrongly alleged by the complainant in the present complaint.

- v. That about 462 families are living peacefully and enjoying the amenities promised by respondent no. 1 in the Builder Buyer's Agreement.
- vi. That the respondent has complied with all the relevant and applicable laws and has completed the development of the project in utmost *bonafide* and legal manner and the present complaint is nothing but a misuse of the process of law and in fact the members of association are residing in a completed project where all the social infrastructure is complete such as school, hospital etc.
- vii. That the complainant has filed the present complaint with mala fide motives by distorting the true and correct facts in order to unnecessarily harass, pressurize and blackmail respondent no. 1 to submit to its unreasonable and untenable demands. The complaint is a gross abuse of the process of law and is liable to be dismissed.
- viii. That after a proper election was conducted by the returning officer the project was handed over to the complainant association. The upkeep and maintenance of the project was then transferred to a duly elected body through a proper election held on 21.11.2021.
- ix. That the respondent no. 1 received part Occupation Certificate in alleged connivance with respondent no. 2 or that all of the infrastructure of the aforesaid residential towers, shops, EWS block are ready or that the said residential towers, shops, EWS block are habitable.
- x. The contents of the alleged events from January 2023 till date, as stated by the complainant, are completely false, misconceived, and vehemently denied. The respondent denied that there exist any imaginary deficiencies, lack of facilities, amenities, construction quality issues, non-compliances, fraud, incomplete towers, deprivation or misappropriation of funds, or

any embezzlement of IFMS or IBRF as alleged. It is further denied that there is any issue regarding the 33 KV electricity supply, encroachment on project land, absence of boundary wall, or non-existence of a permanent road to the project. The allegations raised by the complainant are baseless, concocted, and appear to be an afterthought, made with a mala fide intent to cause wrongful gain to itself and to tarnish the reputation of respondent No. 1 while causing unwarranted loss and harassment.

- xi. The allegations regarding non-charging of services, diversion of funds, cheating of allottees, or mortgaging of unsold inventory leading to non-completion of facilities are baseless and devoid of any factual foundation. The project stands fully completed in all respects, and respondent No. 1 has already handed over the project to the duly formed residents' welfare association in 2022, which has since been managing the day-to-day affairs. It is further submitted that respondent No. 1 continues to duly discharge its obligations, having regularly paid CAM charges for the unsold units amounting to ₹11,84,22,573/- from 01.04.2022 till date.
- xii. That as per the brochure and Builder Buyer Agreement, there was no gate besides Tower C. No such gate is there in the approved lay out plan as well. However, it is pertinent to mention here that since the Government failed to acquire land for road as shown in the approved plan on which gate B is shown, respondent no. 1 has provided an additional gate besides tower C for the convenience of the residents.
- xiii. It is submitted that as shown in the brochure as well as the builder buyer's agreement, certain focal points have been developed as promised by respondent no. 1. The installation of sculptures etc. was not promised by respondent no. 1. However, all the amenities or landscaping as shown in the layout are provided. A perusal of the brochure shows that a shed or

feature plantation has been shown at certain points to indicate the points of interest.

- xiv. It is submitted that the tennis court have been developed and also handed over to the complainant association. The specifications regarding the surfacing of the tennis court were never promised in the brochure or the approved plan or the BBA.
- xv. It is submitted that Yoga lawn is available at the site. There are many gardens available on site which can be utilized by the allottees for yoga.
- xvi. That the gas pipeline was not approved in the lay out plan but the same has now been installed and is available on the site for both Phases I and II of the projects.
- xvii. That it is submitted that since the sand pits were not approved in the lay out plan, the same have been converted into green lawn for soft play area and the sand pit is provided in the kids play area.
- xviii. That it is submitted that a site has been earmarked as crèche but the same would be developed once the population of the entire project exceeds ten thousand.
- xix. That the landscaping for the entire project has been duly completed. However, the responsibility for its maintenance and upkeep lies with the complainant association. Instead of fulfilling this responsibility, the complainant appears to be attempting to shift the blame onto respondent No. 1, which is both unwarranted and unacceptable.
- xx. That sites have already been earmarked for the high school, nursery school, and primary school. Additionally, the dispensary was not approved in the layout plan but was included in the builder buyer's agreement as part of future expansion. A Medanta clinic is currently operating a dispensary at the Project. Furthermore, the development of these facilities

is planned to occur once the population of the entire project reaches a certain level.

- xxi. That, as per the policy of DHBVN, respondent No. 1 obtained approval from DHBVN for 500 sq. yards of land, upon which a 33 KV switching station has been constructed and energized on 26.08.2023. This switching station caters to the electricity supply needs of Ireo The Corridors, Ireo Uptown, Ireo The Victory Valley, and another future project. Additionally, the work order for laying the 33 KV feeding cable from the switching station to the Corridors was awarded to a contractor on 01.08.2022, and partial cable-laying work has already been completed. Further, respondent no. 1 has also installed four number of 1600 KVA transformer and one number of 630 KVA transformer for phases I and II of The Corridors projects.
- xxii. It is further submitted that 11 KV 1000KW permanent electrical connection has been energized on 29.07.2022 to meet the electrical, additionally the 1000KV is upgraded/enhanced to 2000KV on 8.2.2025 to cater to future needs in the whole project.
- xxiii. Presently only 500-600 KV is running. Apart from this, a bank guarantee of Rs.6.33 crore has also been deposited for 33 KV infrastructure works as per DHVBN policy. Earlier respondent no. 1 had deposited Rs 7.19 crore, as the work of 33KV switching station for the said project was completed, so the amount has been reduced. As sector road is yet to be acquired and constructed by HUDA/GMDA, further 33 KV cable laying and other infrastructure work cannot be started due to non-availability of route/ROW.
- xxiv. The water treatment plant has been installed and is fully functional and It is submitted that adequate lighting has been provided in the parking area and basement of the entire project.

- xxv. That in the 13 towers of Phase 2, a total of 26 lifts have been installed, out of which 18 lifts have been fully installed and commissioned, while the commissioning of the remaining 8 lifts is still pending.
- xxvi. The street lights are functioning properly, and there is adequate lighting at night and manhole covers have been installed throughout the entire project wherever required, as the safety of the families living in the project is of utmost importance to Respondent No. 1.
- xxvii. The fact of the matter is that HSVP has not acquired the land for the construction and development of the road in question. There is no fault whatsoever on the part of respondent No. 1, and respondent no. 1 cannot be held liable in any manner for this issue.
- xxviii. Moreover, respondent No. 1 has already informed the complainant association on 02.01.2023 that the irrigation system is ready to be handed over, but the complainant association refused to take it over.
- xxix. That the doors installed in the terraces were not defective however, it is the responsibility of the RWA to maintain the upkeep of the doors installed. It is submitted that in the absence of any signage no authority will ever grant the Fire NOC in the project after completion.
- xxx. That installation of the ramp over basement was not a part of the BBA however the same is provided by the respondent 1 for purely aesthetic Purpose.
- xxxi. There was no provision for drinking water for guards, horticulturists, maids, etc., in the brochure or the Builder Buyer Agreement. However, respondent No. 1 has provided water cooler facility outside tower C-5 and in the basement as per the approved layout plan.
- xxxii. That a complete centralized control system has been installed by respondent No. 1, and the streets are well-lit with fully functional street lights.

- xxxiii. That the adjoining project is being jointly developed by the IREO Group and GLS in prejudice to the complainant's rights is entirely baseless and frivolous. All amenities in accordance with the Buyer Builder Agreement (BBA) have been duly provided by respondent no. 1.
- xxxiv. It is submitted that as per clause F of the apartment buyer's agreement, the allottees had the right to inspect the various approvals granted by the DTCP and had explicitly agreed that they were fully satisfied in all respects and would not raise any objections regarding the same.
- xxxv. It is submitted that the land under the 60-meter-wide road, which provides access to the project, is to be acquired by the State Government, and the acquisition has not been completed by the Government to date. There is no fault on the part of respondent no. 1. Despite the Government's failure to provide the access road, the respondent has provided access from two sides to the project. It is also pertinent to mention that respondent no. 1 is incurring significant costs for one of the access roads, even though there is no fault on its part. Additionally, there is another access road through the 24-meter road as per the approved master plan.
- xxxvi. The reliance of the complainant association upon Section 14(3) of the RERA Act is absolutely misplaced. It is absolutely wrong and denied that as per the provisions of the act, the respondent no. 1 cannot simply wash off hands after the execution of Conveyance Deed or is liable to rectify the imaginary defects of that the entire responsibility to rectify the defects up to five years is on the respondent No. 1. There is no defect in the project and the complainant association has filed the present misconceived complaint in order to somehow harass, pressurize and blackmail respondent no. 1. The occupation certificate of the project had been granted by the competent authority after duly verifying the development works at the site.

- xxxvii. The project in question is complete in all respects and fully habitable. No illegality has been committed by respondent No. 1. Mr. Lalit Goyal has been wrongfully made a party to the complaint, and he has no role whatsoever in his personal capacity in this matter. Furthermore, the allegations leveled by the complainant are irrelevant to the case at hand and clearly demonstrate that the only intention of the complainant association is to mislead this Hon'ble Authority.
- xxxviii. It is submitted that respondent No. 1 has always complied with all applicable rules, regulations, bye-laws, provisions, etc., from time to time.

6. All other averments made in the complaint were denied in toto.

D. Reply by respondent no. 4 i.e., Haryana Sehri Vikas Pradhikaran (HSVP):

- a) That the above-mentioned case is also liable to be dismissed qua the Respondent No.4 (HSVP) as no cause of action arose against the Respondent No.4 and the same is liable to be dismissed.
- b) It is pertinent to mention here that the answering Respondent no.4 is the government body working in the name of Haryana Sehri Vikas Pradhikaran (earlier known as HUDA) and worked under proper rules and regulations framed by the State Government. That the allegation made by the complainant qua the answering Respondents are totally wrong, denied and without any proof on record.
- c) That the complainant is just seeking information with respect to the construction of 60 mtr. And 90 mtr. road connecting the project. It is further pertinent to mention here that except the information sought by the complainant, nothing has been alleged against the answering Respondent no.4, moreover the complainant is not seeking any relief from the answering Respondent no.4, Hence the present complaint is not maintainable qua the Respondent no.4. Moreover, the complainant has

failed to show any cause of action arose with the answering Respondent no.3. All the allegations made by the complainant are directly pointing the Respondent no.1, 2, 3 and 5, hence the present complaint is deserved to be dismissed on the grounds mentioned above with the cost in the interest of justice.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainants.

- I. Direct the respondent no.1 to produce the complete books of accounts and the complete record for conduct of a forensic audit of its records related to the project with regard to all the expenditure incurred in the project and the money received in the said project.
- II. Direct the Respondent No. 1 to produce the complete books of accounts and the complete record for conduct of a forensic audit of its records related to the said project "The Corridors", with regard to all the expenditure incurred in the maintenance of the Project and all the money received in the said Project w.e.f. the date of the receipt of OC.
- III. Direct the forensic audit of the accounts of "The Corridors Residents' Welfare Association, since its formation till date, as the association was formed under the aegis of the Respondent no.1 and its officers were made part of the Governing Body of the Association, who have

aided and abetted the Respondent No.1 in its illegal acts and have defrauded the Complainant Association of its rightful funds.

12. All the above reliefs no. I, II and III are taken together as the same are interconnected. The Authority observes that presently, the complainant association is managing the common interests of the allottees in the project. The association may approach the competent authority i.e., Registrar Firms and Societies Haryana for any complaints pertaining to the previous RWA or conduct of forensic audit in case the need arises.

IV. Direct the Respondent No. 1 to pay all the Common Area Maintenance charges towards the unsold inventory in the Project "The Corridors".

V. Direct the Respondent No. 1 to provide all details of all income and expenses, received and incurred, respectively, towards the Common Area charges from all the allottees of the Project, from the date of receipt of Occupation Certificate, till date of filing of the present complaint.

13. Both the above reliefs no. IV and V are taken together as the same are interconnected. The Authority observes that the respondent no. 1 has failed to submit any documentary evidence or receipts pertaining to the Common Area Maintenance (CAM) charges collected or incurred for the maintenance of the project. Accordingly, the Authority directs the respondent to furnish all relevant receipts, statements of expenditure, and supporting documents relating to the CAM charges to the complainant association within a period ninety days from the date of this order.

VI. Direct the Respondent No.1 to handover to the Complainant Association, all the documents, relating to income, expenses, receipts towards maintenance of the said Project, Annual Maintenance Contracts, Warranties, invoices etc. of all plants and machinery installed in the Project.

- VII. Direct the Respondent No. 1 to furnish the complete details of the Interest Free Maintenance Security (IFMS) and IBRF totalling Rs. 150/- per sq. ft. collected by it vide sale of units admeasuring 22,18,265 sq. ft. in the Project and to transfer the same/deficit (if any), to the Complainant Association.**
- VIII. Direct the Respondent No.1 to handover the complete funds collected by it or its maintenance agency for maintenance, IFMS and other charges, to the Complainant Association.**

14. The above-mentioned reliefs no. VI, VII and VII as sought by the complainant is being taken together as these reliefs are interconnected.

15. In terms of the provisions under section 11(4)(a) read with Section 17(2) of the Act, 2016, it is provided that

Section - 11(4)(a)

The promoter shall—

"(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed."

Section - 17(2)

"After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the

necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the ¹[completion] certificate"

16. In view of the above, the respondent no. 1/promoter is directed to handover the maintenance of the project and transfer the unutilized IFMS deposit to the association of allottees within a period of thirty days from the date of uploading this order. 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. 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 section 11(4)(a) read with section 17(2) of the Act of 2016.

- IX. **Direct the Respondent No.1 to complete the club/recreational facilities as promised in the Buyer's Agreement and handover the same to the Complainant Association.**
- X. **Direct the Respondent No.1 to complete the pending infrastructure related work as mentioned in the present Complaint.**
- XI. **Direct the Respondent No.1 to handover the residential towers and common areas of the society to the Complainant after rectifying all snags and deficiencies mentioned in the present complaint.**

- XII. Direct the Respondent No.1 to construct the boundary wall in front of Tower A1 of the Project and handover the said area after removal of encroachments and land filling up to the tower level in compliance with the approved layout plan.**
- XIII. Direct the Respondent No.1 to make necessary changes in front of Tower A9 & A10 and construct the main entrance and atrium area according to the approved layout plan.**
- XIV. It is most respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent No. 1 to submit phase wise completion schedule of the Project.**
- XV. Direct to show cause Respondent No. 2 for issuing of the occupation certificate for both Phases and especially Phase 2 Towers namely Towers A1, A2, A3, A4, A5, B5, B6, B7, B8, C8, C9, C10, C11 - Total 658 dwelling units and club, without completion of infrastructure and amenities.**
- XVI. Direct the Respondent no.2 to take necessary action against the Respondent no.1 for failing to complete the project in terms of the sanctioned plans and deceiving the Respondent No.2 for grant of the Occupation Certificate, without completion of all formalities.**
- XVII. Direct to show cause the Respondent No. 3 as to the status on the acquisition of the land and construction of the 60 mtrs and 90 mtrs road connecting the Project.**
- 17. The above reliefs no. IX to XVII are taken together. The Authority observes that the competent authority for grant of Licences for setting up colonies, approval of Controlled Areas, Sectoral Plans, Layout Plans, Building Plans as well as the Occupancy Certificate is the Director Town Country Planning Haryana which is regulated under separate legislations. In case the**

complainant association has any grievance in this context, they are at liberty to approach the competent authority.

XVIII. It is most respectfully prayed that this Hon'ble Authority be pleased to appoint a Financial Auditor, a quantity surveyor and a Monitoring Agency in form of a local commissioner for the said Project.

XIX. It is most respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent No.1 to re-infuse requisite money in the separate bank account/dedicated development account required for completing the Project in compliance with the Provisions of Rule 4 of HRERA Rules.

18. No grounds are made out for grant of the above reliefs no. XVIII and XIX as the complainant association has failed to point out any circumstances wherein the appointment of a local commissioner is required for adjudication of the complaint. Further, so far as compliance of rule 4 of the Rules, 2018 is concerned, no violation of the same has been pointed out. Therefore, no relief is made out with regard to the above.

XX. Direct the Respondents to pay Litigation Costs of Rs. 2,00,000/-.

19. The complainant association is seeking above mentioned relief w.r.t. litigation cost. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

G. Directions of the Authority:

20. Hence, in view of the factual as well as legal positions detailed above, the complaint filed by the complainant seeking above reliefs against the respondents is decided in terms of paras 12 to 19 above. Ordered accordingly
21. Complaint stands disposed of.
22. File be consigned to registry.

(Ashok Sangwan)

Member

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

02.09.2025

HARERA
GURUGRAM