



Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
20,22,41,49,202 274,354,355, 356,
357, 360,361,389 ,540,559,560,771,
775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1023 OF 2021

Mohit Chugh

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

2. COMPLAINT NO. 1024 OF 2021

Amit Bajaj

...COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

3.COMPLAINT NO. 1053 OF 2021

Garima Sharma

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

4.COMPLAINT NO. 1062 OF 2021

Parul

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

...RESPONDENT(S)

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5. COMPLAINT NO. 1064 OF 2021

Rekha DeviCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

6. COMPLAINT NO. 1069 OF 2021

Jagdish SharmaCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

7.COMPLAINT NO. 1177 OF 2021

Anil NiwasCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

8. COMPLAINT NO. 1179 OF 2021

Prem LataCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

9. COMPLAINT NO. 1471 OF 2021

Rajender KumarCOMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.RESPONDENT(S)



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10. COMPLAINT NO. 1473 OF 2021

Gagandeep

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

11. COMPLAINT NO. 1200 OF 2021

Anu Rani

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

12. COMPLAINT NO. 7 OF 2022

Sonia

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

13. COMPLAINT NO. 20 OF 2022

Avtar Singh

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

14. COMPLAINT NO. 22 OF 2022

Neelam Rani

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)



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15. COMPLAINT NO. 41 OF 2022

Geeta Devi

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

16. COMPLAINT NO. 49 OF 2022

Manej

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

17.COMPLAINT NO. 202 OF 2022

Santosh Kumar Dubey

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

18. COMPLAINT NO. 274 OF 2022

Jannat

....COMPLAINANT(S)

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19. COMPLAINT NO. 354 OF 2022

Ravi Sharma

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

20. COMPLAINT NO. 355 OF 2022

Bindu Rani

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

21.COMPLAINT NO. 356 OF 2022

Vanita Gaur

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

22. COMPLAINT NO. 357 OF 2022

Ramniwas Dhaman

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.

....RESPONDENT(S)

23. COMPLAINT NO. 360 OF 2022

Sarika

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

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24. COMPLAINT NO. 361 OF 2022

Asha Rani

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

25. COMPLAINT NO. 389 OF 2022

Ranbir Singh

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

26. COMPLAINT NO. 540 OF 2022

Lakhwinder Kaur

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

27. COMPLAINT NO. 559 OF 2022

Rajinder Kumar

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

28.COMPLAINT NO. 560 OF 2022

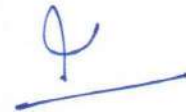
Sangita Rani

....COMPLAINANT(S)

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29. COMPLAINT NO. 771 OF 2022

Ramanpreet SandhuCOMPLAINANT(S)

VERSUS

M/s CHD Developers Pvt. Ltd.RESPONDENT(S)

30 . COMPLAINT NO. 775 OF 2022

Kulvinder SinghCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

31 . COMPLAINT NO. 776 OF 2022

Dhiyan SinghCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

32. COMPLAINT NO. 1333 OF 2022

Prince KumarCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

33. COMPLAINT NO. 1334 OF 2022

SahilCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)



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34. COMPLAINT NO. 1347 OF 2022

RajeshCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

35. COMPLAINT NO. 1348 OF 2022

RichaCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

36. COMPLAINT NO. 1356 OF 2022

AnshuCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

37. COMPLAINT NO. 1357 OF 2022

Reena SharmaCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)

38. COMPLAINT NO. 1358 OF 2022

Chander BhushanCOMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.RESPONDENT(S)



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39. COMPLAINT NO. 1359 OF 2022

Savita

....COMPLAINANT(S)

VERSUS

M/s CHD Developers Ltd.

....RESPONDENT(S)

CORAM:

Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 23.08.2022

Hearing:

5th (in complaint no. 1023 & 1024 of 2021)
4th(in complaint no. 1053,1062,1064,1069,1177,
1179 1200,1471,1472 of 2021,7,22,41&49 of 2022)
2nd(in complaint no. 20,202, 274,354,355,356,
357,360,361389, 1333, 1334, 1347&1348 1356
1357, 1358 & 1359 of 2022)

Present: -

Mr. Manik Makkar & Mr Viren Jain,
Counsel for the complainant
(*in all complaints*)

Mr. Rajeev Anand, Counsel for respondent no. 2
(in complaint no. 274 & 361 of 2022)

Ms. Rupali Verma, Counsel for respondent no. 2
(in complaint no. 357 of 2022)

Ms Vijayata Sharma, Counsel for respondent no. 2
(in complaint no. 7/22, 41/22, 1471/21, 1473/21,
1023/21, 1024/21, 1177/21 & 1053/21)

Mr. Vijiyesh Malhotra, Counsel for respondent no. 2
(in complaint no. 1062-2021)

Mr. Atul Goyal \$ Mr. Arjun Kundra, Counsel for
Respondent no. 2 (in Complaint no. 22,1333/2022)

Mr. Rahul Bhardwaj & Mr. Mukul Gupta,
Counsel for the respondent



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ORDER (RAJAN GUPTA-CHAIRMAN)

1. This matter had come up before Authority on 12.07.2022
when after hearing both parties Authority had passed following order:

“ 1. Captioned complaints have been taken up together as grievances and facts involved are identical and against same project of the respondent. Taking Complaint no. 1023 of 2021 titled Mohit Chugh & Anr Vs Chd Developers Ltd, as lead case, facts averred are that complainant had agreed to purchase a floor in the project of the respondent namely ‘Green Park Residencies’ situated at Sector-45 Karnal. Unit no. BS-180-SF was allotted to the complainants vide allotment letter dated 04.04.2018. Total sale consideration of the unit is ₹ 16,00,000/- against which complainants have paid an amount of ₹ 1,60,000/- and remaining amount of ₹ 8,89,600/- was disbursed by respondent no.2 i.e Indiabulls Housing Finance Ltd to the respondent. Buyers agreement was executed between both parties on 14.05.2018 and as per buyers agreement possession of booked unit should have been delivered by May 2022. However, it is alleged by the complainants that respondent has not yet completed construction work at site and is unable to develop the project. Therefore,



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complainants have filed present complaint seeking refund of paid amount alongwith interest.

2. On the last date of hearing, Shri Ravi Aggarwal, learned counsel appearing on behalf of respondent had accepted notices. He had requested the Authority to provide him with copies of complaint paper book in each of the cases to enable him to file reply. Respondent was directed to collect copies of complaint book from the office of Authority or submit his office address to the registry to enable Authority to send him copy of complaints. However, learned counsel for respondent has neither collected copies of complaints from the office nor has submitted his office address.

Further, notice dated 22.04.2022 sent in complaint no. 540, 559 & 560 of 2022 and notice dated 06.06.2022 sent in complaint no. 771,776, 1356,1357,1358 & 1359 of 2022 was received back with a report that 'receiver has shifted from given address'.

3. Shri Manoj Makkar, learned counsel for complainant submitted that today is 4th hearing in lead case no. 1023 of 2021, and respondent despite availing ample time has failed to file its reply. All complaints belong to same project of the respondent and have suffered gravely on account of misconduct on the part of respondent, therefore he prayed that direction be issued to respondent to refund the amount paid by complainant in respective complaints alongwith interest.



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A specific query was put up to the complainant as to why these complaints should be allowed at this point of time because as per their submissions possession of the units was supposed to be delivered by May 2022, and considering nationwide lockdown and restrictions imposed due to pandemic COVID 19, Authority has given an extension of nine months for completion to all real estate projects. Accordingly, these cases appear to be premature wherein the rights of complainants have not yet crystallised in respect of deemed date of possession. The project is yet to be completed and possession is yet to be offered by the respondent. At present allegations of complainant are mere anticipatory conjectures on the basis of which Authority cannot arrive at any concrete conclusion.

3. In response to this query, learned counsel for complainant submitted that respondent had offered the units to complainants funded by way of tripartite agreement between the parties and various banks sanctioning loans to complainants to be disbursed by banks directly to respondent company. Thereafter, respondent had malafidely mortgaged the land in question to 'YES bank' and now has defaulted on repayment of said loan. He drew attention of the Authority towards public notice issued by YES bank annexed at page 88 of complaint file according to which the bank has taken possession of the property in question. At present respondent company does not have possession of the project

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and thus same cannot be transferred to complainants as and when respondent is able to offer possession. Further considering lack of funds it is difficult to envision that respondent will be in position to develop the project and deliver possession in foreseeable future. Therefore, he again reiterated his prayer seeking directions to respondent for refund of paid amount.

4. On the other hand, Shri Ravi Aggarwal, learned counsel for the respondent accepted notices in complaint no. 540, 559, 560, 771,776, 1356,1357,1358 & 1359 of 2022 and sought time to file reply in all the complaints.

5. In view of the submission of learned counsel for the complainant, Authority observes that as per agreement possession of the unit should have been delivered by May 2022, however, considering extension given to real estate projects due to Covid 19, due date of completion of the project is yet to arrive. However, apprehensions aired by complainants are fair and genuine. A genuine apprehension has occurred in their mind about completion of the project because of attachment of the project by YES Bank. Now its fate is uncertain. Complainants have a right to get possession of an unencumbered property. At present the project is nowhere near completion and respondent is unable to ascertain availability of funds to complete the project. In this situation fears of the allottees need to be allayed. Therefore, respondent



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should present a concrete proposal as to how construction of the project will continue and timely possession of booked units is proposed to be ensured.

Request of learned counsel for respondent seeking time to file reply is accepted subject to payment of cost of ₹ 5,000/- to Authority and ₹ 2,000/- payable to complainants in complaint cases from S.no 1 to 25. Respondent shall collect copies of complaint book from the office of Authority and file reply in each case atleast 15 days before next date of hearing with advance copy supplied to complainants. No further opportunity will be granted. In the event of default on the part of respondent, authority will pass its orders on the basis of available facts.

6. Adjourned to **23.08.2022.** ”

2. In essence, Authority on last hearing had observed that “A genuine apprehension has occurred in their mind about completion of the project because of attachment of the project by YES Bank. Now its fate is uncertain. Complainants have a right to get possession of an unencumbered property. At present the project is nowhere near completion and respondent is unable to ascertain availability of funds to complete the project. In this situation fears of the allottees need to be allayed. ”. Complainant-allottees who have invested their hard earned



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money in the project need to be assured of security of their investment so that they are able to make their future plans. Therefore, Authority had directed the respondent to present a concrete proposal as to how construction of the project will continue and timely possession of booked units is proposed to be ensured.

However, despite reassurances, respondent has failed to present a plan for the construction of the project and availability of funds. Instead, respondent has filed a copy of application, to initiate pre-packaged Insolvency Resolution Process, filed before National Company Law Tribunal, New Delhi. A perusal of said application and as per the averments of learned counsel for respondent it can be inferred that situation with regard to the project remains as it is and that the dilemma regarding development of project in question is still hanging in thin air.

3. Mr. Manik Makkar, learned counsel for the complainants submitted that in prevailing circumstances the project is in doldrums. Respondent has failed to come up with a proposal to allay the fears of allottee and to reassure them that their investments are not at risk. Construction of the project has been stalled indefinitely and allottees



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who have already waited for a long time are not willing to wait further for delivery of possession. Therefore he prayed to the Authority that directions be issued to respondent to refund the paid amount in all cases alongwith interest.

4. In view of above facts and circumstances, Authority observes and orders as follows:

(i) As observed vide order dated 12.07.2022, respondent CHD Developers is a defaulter of YES Bank on account of non repayment of sanctioned loan. Proceedings under SARFAESI ACT have been initiated against respondent-builder . As a result properties of the respondent including the project in question have been attached by YES BANK. Due to default on the part of respondent company quagmire situation has been created for respondent which has also led to stoppage of work at project site.

(ii) Considering the application filed by respondent before, NCLT, New Delhi

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respondent-builder may or may not be able to arrange funds for construction of the project . As per their own submission respondent is in search of a co-promoter for the project. In any case concrete timeline in respect of this particular project cannot be ascertained to allay genuine apprehensions and fear raised in the mind of allottees.

(iii) Allottees who have booked units in said project have made substantial payments partly through cash transactions and partly by way of loans raised from various banks. On the sanctioned loan further interest is accruing which will further increase financial burden of allottees. They have to plan their future contingent upon delivery of possession of booked units which in present case cannot be ascertained.

(iv) In most cases significant balance considerations are yet to be paid. Now the



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project of the respondent has been attached which has created uncertainty in regard to the future of the project. In such situation, possession of plots booked by complainant, which is already delayed by a significant period, has further been delayed indefinitely as respondent is unable to provide a definitive plan of construction. Therefore, Authority cannot ask such complainant-allottees to make payment of balance amount and continue with the project.

(v) Authority further observes that legitimate doubt has been raised in the minds of allottees regarding liability of the project and security of their investment. Promoters of the project have mismanaged their finances. Fate of the project is hanging in fire. In this situation, neither promoters nor Authority can force allottees to continue with the project. Allottees are entitled to exercise their

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options whether they wish to continue with the project or wish to withdraw.

(vi) In view of the uncertain fate of the project, complainants in above captioned complaints wish to withdraw from the project. Therefore, complainants are entitled to refund of the amount paid by them out of their own pocket and the amount of loan disbursed by respective banks to respondent-promoter along with interest as per Rule 15 of HRERA Rules 2017 i.e @ SBI MCLR + 2% (10.00%).

5. Amount of interest payable to each allottee from respective dates of payment till date of passing of this order i.e 23.08.2022 has been calculated at the rate of 10% and is mentioned in following tables. Table 1 pertains to the list of allottees who have made payments partly by themselves and partly by way of loan and table 2 pertains to the list of allottees who have made payments by their own pockets.

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TABLE 1

| Complaint no. | Amount Paid by Complainant (in ₹) | Amount disbursed by bank(in ₹) | Interest accrued till 23.08.2022 (in ₹) | Total amount payable to complainant (in ₹) |
|----------------------|--|---------------------------------------|--|---|
| 1023- 2021 | 1,60,000/- | 8,89,600/- | 4,12,161/- | 14,61,761/- |
| 1024-2021 | 1,60,000/- | 5,56,352/- | 2,95,402/- | 10,11,754/- |
| 1053-2021 | 85,000/- | 4,13,269/- | 1,95,893/- | 6,94,162/- |
| 1064-2021 | 86,400/- | 4,31,730/- | 1,86,528/- | 7,04,658/- |
| 1069-2021 | 8,05,952/- | 3,93,692/- | 4,70,870/- | 16,70,514/- |
| 1177-2021 | 1,50,000/- | 8,21,334/- | 4,12,638/- | 13,83,972/- |
| 1473-2021 | 1,22,500/- | 8,07,500/- | 3,85,789/- | 13,15,789/- |
| 7-2022 | 1,40,000/- | 7,88,850/- | 3,65,374/- | 12,94,224/- |
| 22-2022 | 91,800/- | 9,44,406/- | 3,70,130/- | 14,06,336/- |
| 41-2022 | 3,87,820/- | 5,87,608/- | 3,91,026/- | 13,66,454/- |



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| | | | | |
|-----------|------------|------------|------------|--------------------|
| 49-2022 | 1,08,000/- | 6,09,876/- | 2,48,949/- | 9,66,825/- |
| 274-2022 | 3,29,060/- | 6,81,624/- | 4,04,395/- | 13,44,279/- |
| 357-2022 | 75,000/- | 9,02,349/- | 3,18,048/- | 12,95,397/- |
| 361-2022 | 2,61,688/- | 6,20,000/- | 3,38,022/- | 12,19,710/- |
| 560-2022 | 86,400/- | 4,31,730/- | 1,81,938/- | 7,00,068/- |
| 559-2022 | 1,50,000/- | 7,49,500/- | 3,35,284/- | 12,34,784/- |
| 1333-2022 | 75000/- | 4,94,620/- | 2,28,057/- | 7,97,677/- |
| 1334-2022 | 80,000/- | 3,83,634/- | 1,84,232/- | 6,47,866/- |
| 1347-2022 | 1,50,000/- | 8,21,354/- | 3,88,448/- | 13,59,802/- |
| 1348-2022 | 1,00,000/- | 7,20,368/- | 3,25,889/- | 11,46,257/- |
| 1356-2022 | 1,70,000/- | 1,84,755/- | 1,45,555/- | 5,00,310/- |
| 1357-2022 | 2,01,608/- | 4,96,347/- | 2,77,981/- | 9,75,936/- |
| 1358-2022 | 1,50,000/- | 3,35,776/- | 2,06,148/- | 6,91,924/- |



Complaint no. 1023,1024,1053,1062,1064
 1069,1177,1179,1200,1471,1473, of 2021,
 7,20,22,41,49,202 274,354,355, 356,
 357, 360,361,389 ,540,559,560,771,
 775,776, 1356, 1357,1358, 1359,
 1333,1334,1347 &1348 of 2022

TABLE 2

| Complaint no. | Amount Paid by Complainant(in ₹) | Interest accrued till 23.08.2022 (in ₹) | Total amount payable to complainant(in ₹) |
|---------------|-----------------------------------|---|---|
| 1062-2021 | 5,35,197/- | 1,84,214/- | 7,19,411/- |
| 1179-2021 | 9,17,500/- | 3,57,510/- | 12,75,010/- |
| 1200-2021 | 6,71,553/- | 2,82,663/- | 9,54,216/- |
| 1471-2021 | 9,37,500/- | 4,19,076/- | 13,56,576/- |
| 20-2022 | 5,69,620/- | 2,28,263/- | 7,97,883/- |
| 202-2022 | 12,14,444/- | 4,11,253/- | 16,25,697/- |
| 354-2022 | 6,71,554/- | 2,85,725/- | 9,57,279/- |
| 355-2022 | 6,04,422/- | 2,16,930/- | 8,21,352/- |
| 356-2022 | 86,346/- | 31,984/- | 1,18,330/- |
| 360-2022 | 3,23,784/- | 1,22,561/- | 4,46,345/- |

4

Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
7,20,22,41,49,202 274,354,355, 356,
357, 360,361,389 ,540,559,560,771,
775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

| | | | |
|-----------|-------------|------------|--------------------|
| 389-2022 | 6,07,620/- | 2,20,796/- | 8,28,416/- |
| 540-2022 | 5,66,676/- | 2,08,724/- | 7,75,400/- |
| 771-2022 | 10,17,115/- | 3,21,390/- | 13,38,505/- |
| 775-2022 | 12,41,965/- | 4,23,249/- | 16,65,214/- |
| 776-2022 | 12,51,965/- | 4,28,131/- | 16,80,096/- |
| 1359-2022 | 6,40,000/- | 2,28,641/- | 8,68,641/- |

6. It is pertinent to mention that in some of the complaints there is a dispute in respect of amount paid by complainant and amount received by complainant, justification for amount taken into consideration in said complaints is discussed below

- (i) In Complaint no. 1024 of 2021 complainant has submitted that an amount of ₹ 5,83,264/- has been disbursed by respondent no. 2 but respondent has admitted to receiving only an amount of ₹ 5,56,352/- . In the statement of account issued by



Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
7,20,22,41,49,202 274,354,355, 356,
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775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

respondent, annexed at page 89 only payment amounting to ₹ 5,56,352/- has been shown paid to the respondent. Therefore, only ₹ 5,56,352/- will be considered as paid loan amount for calculating refund.

(ii) In Complaint no. 1177 of 2021 complainant has submitted that an amount of ₹ 5,36,553/- has been disbursed by respondent no. 2 but respondent has admitted to receiving an amount of ₹ 8,21,334/- which is verified by the statement of account issued by respondent, annexed at page 59.

(iii) In complaint no. 22 of 2022, complainant has submitted that an amount of ₹ 10,33,842/- has been disbursed by respondent no. 2 but respondent has admitted to receiving only an amount of ₹ 9,44,406/- . In the statement of account issued by respondent annexed at Annexure C-6 only payment amounting to ₹ 9,44,406/- has

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Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
7,20,22,41,49,202 274,354,355, 356,
357, 360,361,389 ,540,559,560,771,
775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

been shown paid to the respondent. Therefore, only

₹9,44,406/- will be considered as paid loan amount
for calculating refund.

(iv) In Complaint no. 41 of 2022 Complainant
has submitted that an amount of ₹ 6,16,361/- has
been disbursed by respondent no. 2 but respondent
has admitted to receiving only an amount of ₹
5,87,608/- . In the statement of account issued by
respondent no. 2, annexed at Annexure C-10 only
two payments amounting to ₹ 5,87,608/- has been
shown paid to the respondent. Therefore, only ₹
5,87,608/- will be considered as paid loan amount
for calculating refund.

(v) In Complaint no. 274 of 2022 complainant
has submitted that an amount of 6,10,824/- has
been disbursed by respondent no. 2- but respondent
has admitted to receiving an amount of 6,81,624/-
. In the statement of account issued by respondent,
annexed at page 56 payment amounting to

9

Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
7,20,22,41,49,202 274,354,355, 356,
357, 360,361,389 ,540,559,560,771,
775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

6,81,624/- has been shown paid to the respondent.

Therefore, 6,81,624/- will be considered as paid loan amount for calculating refund.

(vi) In complaint no. 354 of 2022, complainant has submitted that an amount of ₹ 6,71,889- has paid to respondent. On the other hand, respondent has admitted to receiving only an amount of ₹ 6,71,554/- . In the statement of account issued by respondent annexed at 49 only payment amounting to ₹ 6,71,554- has been shown paid to the respondent. Therefore, only ₹ 6,71,554- will be considered as paid amount for calculating refund.

(vii) In complaint no. 361 of 2022, complainant has submitted that an amount of ₹ 2,41,688/- has paid to respondent. However, upon calculation of receipts said amount works out



Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
7,20,22,41,49,202 274,354,355, 356,
357, 360,361,389 ,540,559,560,771,
775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

to ₹ 2,61,688/-. Therefore, ₹ 2,61,688/- will be

considered as paid amount for calculating refund.

(viii) In Complaint no. 1333 of 2022

Complainant has submitted that an amount of ₹

5,44,620/- has been disbursed by respondent no. 2

but respondent has admitted to receiving only an

amount of ₹ 4,94,620/- . In the statement of

account issued by respondent no. 2, annexed at

Annexure C-3 payments amounting to

₹4,94,620/- has been shown paid to the respondent.

Therefore, only ₹4,94,620/- will be considered as

paid loan amount for calculating refund.

(ix) In Complaint no. 1347 of 2022

complainant has submitted that an amount of

₹ 8,36,354/- has been disbursed as loan amount to

respondent. However, no statement of account has

been attached to verify the same. Complainant vide

email dated 09.09.2022 sent on the office email id

has provided a statement of account issued by



Complaint no. 1023,1024,1053,1062,1064
1069,1177,1179,1200,1471,1473, of 2021,
7,20,22,41,49,202 274,354,355, 356,
357, 360,361,389 ,540,559,560,771,
775,776, 1356, 1357,1358, 1359,
1333,1334,1347 &1348 of 2022

respondent no. 2. As per said statement an amount
of ₹ 8,21,354/- has been submitted to be paid to
respondent builder. Therefore, only ₹ 8,21,354/-
will be considered as paid loan amount for
calculating refund.

7. Therefore, respondent is directed to refund the total amount
payable as mentioned in table 1 & table 2 in paragraph 5 of this order as
refund of deposited money alongwith interest to each complainant.
Amount shall be paid within 90 days as per provisions of Rule 16 of
HRERA Rules, 2017.

8. With these directions cases are disposed of.



.....
RAJAN GUPTA
[CHAIRMAN]



.....
DILBAG SINGH SIHAG
[MEMBER]