



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 102 OF 2022

Somesh Grover and Anr.

...COMPLAINANTS

VERSUS

MVL Ltd.

...RESPONDENT

2. COMPLAINT NO. 1890 OF 2019

Arun Kumar Mongia and Charu Mongia

...COMPLAINANTS

VERSUS

MVL Ltd.

...RESPONDENT

3. COMPLAINT NO. 2429 OF 2019

Saroj Rani

....COMPLAINANT(S)

VERSUS

MVL Ltd.

....RESPONDENT(S)

4. COMPLAINT NO. 2430 OF 2019

Urvashi Mehta

....COMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

5. COMPLAINT NO. 2431 OF 2019

Surender KumarCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

6. COMPLAINT NO. 2433 OF 2019

Ripu Daman SinghCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

7. COMPLAINT NO. 2434 OF 2019

Aman BindraCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

8. COMPLAINT NO. 2435 OF 2019

Indu GuptaCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

9. COMPLAINT NO. 2436 OF 2019

Deepanshu GargCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

10.COMPLAINT NO. 2437OF 2019

Jagdish Kumar

....COMPLAINANT(S)

VERSUS

MVL Ltd.

....RESPONDENT(S)

11.COMPLAINT NO. 2438 OF 2019

Sushant Garg

....COMPLAINANT(S)

VERSUS

MVL Ltd.

....RESPONDENT(S)

12.COMPLAINT NO. 2440 OF 2019

Neena

....COMPLAINANT(S)

VERSUS

MVL Ltd.

....RESPONDENT(S)

13.COMPLAINT NO. 2441 OF 2019

Ashwani Kumar Taneja

....COMPLAINANT(S)

VERSUS

MVL Ltd.

....RESPONDENT(S)

14.COMPLAINT NO. 2442 OF 2019

Savita Rani

....COMPLAINANT(S)

VERSUS

MVL Ltd.

....RESPONDENT(S)



15. COMPLAINT NO. 2443 OF 2019

Tej Pal & AnrCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

16.COMPLAINT NO. 2445 OF 2019

Atul DhingraCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

17.COMPLAINT NO. 2447 OF 2019

Vipin Kumar GoelCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

18.COMPLAINT NO. 2448 OF 2019

Poonam Dingla & AnrCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

19.COMPLAINT NO. 2449 OF 2019

Reeta Rani KhullarCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

20.COMPLAINT NO. 2450 OF 2019

SukhbirCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)



21.COMPLAINT NO. 2451 OF 2019

Rajni GoelCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

22.COMPLAINT NO. 2452 OF 2019

Namita GulatiCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

23.COMPLAINT NO. 2453 OF 2019

Jai Singh Saini & Anr.COMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

24.COMPLAINT NO. 2454 OF 2019

Surender Mehta & Anr.COMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

25.COMPLAINT NO. 2455 OF 2019

Sandeep GambhirCOMPLAINANT(S)

VERSUS

MVL Ltd.RESPONDENT(S)

26.COMPLAINT NO. 2456 OF 2019

Pratibha GuptaCOMPLAINANT(S)

VERSUS



MVL Ltd.

....RESPONDENT(S)

27. COMPLAINT NO. 2458 OF 2019

Kiran Jain & Anr

....COMPLAINANT(S)

VERSUS

MVL Ltd.

...RESPONDENT(S)

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 05.05.2022

**Hearing: 4th (in complaint no. 102 of 2022)
8th (in serial no. 2-27)**

**Present: -Mr. Anand Dabas, Ld. counsel for the complainant
(in complaint no. 102 of 2022) through VC.
Mr. Himanshu Raj, Ld. Counsel for the complainant in the all the
complaints from serial. no. 2 to 27) through VC.
Mr. Kamal Dahiya Ld. counsel for the respondent.**

ORDER (RAJAN GUPTA - CHAIRMAN)

1. In all the captioned complaints, complainants are pressing for relief of refund. Today is the 8th hearing of the matter. Authority had captured the facts as well as has expressed its tentative view about the outcome of these matters in its three orders as reproduced below:

Order dated 17.02.2022

1. All the above captioned complaints are of similar nature and will be taken up together. Facts of the complaint no. 2430 of 2019 is taken as lead case. In complaint no. 102 of 2022, as per office record ,notice dated 1.02.2022 was sent to respondent for filing reply, but the same was returned as office of the answering respondent was shut down due to covid-19. During the course of hearing Ms. Navneet proxy counsel appeared on behalf of the respondent and submitted that she is accepting the notices on behalf of the respondent and will file reply.

2. In complaint from Sr. no. 2 to 27, as per office record short reply has been filed by respondent. Today, proxy counsel appeared before the Authority on behalf of respondent and sought some time to file detailed reply. Accpeting her request, the Authority has directed to file a detailed reply atleast 15 days before next date of hearing.

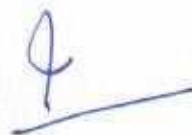
3. In complaints from Sr. no 2 to 27, ld. counsel Himanshu Raj appeared for the complainants. Authority heard the contentions put forth by him with a submission that respondents did not have any of the requisite approvals before booking of the plot in "MVL River City ". Complainants booked a plot measuring 180 sq. yards in the respondent's project. On 19.04.2013 respondents received License No. 18 of 2013 for 5.65 acre in Sector 27 and 29 and License 79 of 2013 for 84.81 acres in Sector 29 to develop the project. Complainants and respondent entered into Plot Buyer Agreement (PBA) on 31.01.2015 and the deemed date of possession was 31.01.2020 as per agreement. Complainant apprised the Authority with the fact that a winding up petition bearing no. company petition no. 668/2014 was filed against respondent in Delhi High Court on 31.10.2014 for winding up of the company which is still pending. Respondent kept on collecting money and didn't bother to inform complainants about the legal proceedings pending before the Hon'ble Delhi High Court for next two years i.e till 2016. On 29.06.2016 in a separate development respondent applied for three licenses as File No. LC 3372A for 15 acres in sector 27, File No. LC3380A for 5.48 acres



in sector 29 and File No. LC 3382A for 9.28 acres in sector 27, under Deen Dayal Awas Yojana Affordable Homes (DDJAY) of licensed land in sector 27 and 29 but their requests were rejected by the concerned Authority. Meanwhile, a provisional liquidator was appointed by Delhi High Court under the same petition on 05.07.2018. Respondent expressed his inability to complete the project and thus through his representatives, respondent had given two offers to the complainant i.e. to get refund of money after deduction of 20% of the BSP or to get their plots transferred to DDJAY- residential plotted colony under assurance that possession will be given in 30 months and the "Acceptance of Migration" was executed on 12.03.2017. Under the migration scheme a letter was issued to the allottees wherein it was mentioned that if the respondent is unable to procure Letter of Intent (LOI) by 20.06.2018 the allottees have an option of exiting the scheme and a refund will be made. Complainants have further apprised the Authority that License 79 of 2013 got expired on 28.07.2017 and License No. 18 of 2013 got expired on 18.04.2017. Authority after hearing complainants, pointed that there are mainly three issues which needs to be explained in detail:

- i. Status of liquidation and winding up of the company at present.
- ii. Status of licenses of land out of which, residential plots have been booked by the complainants.
- iii. Status of project infrastructural development and construction thereon.

4. While perusing the documents submitted by the Ld. Counsel for the complainants, it was observed that some documents in question were not legible was placed on record before the Authority which establish the exact status of license, development of infrastructure at site and liquidation proceeding as well. So, Authority has directed the complainants to submit relevant documents to rely upon. Direction is also given to the complainants to file all relevant and legible documents which are required to support his averments. Further, it is pertinent to mention here that in complaints bearing nos.



1890,2429,2431,2436,2438,2447,2448, complainants had failed to mention whether they had accepted migration of plots offered by respondent or not which is necessary for adjudication of the issues raised. They are directed to address arguments on this issue on next date of hearing.

5. Direction is also been given to District Town Planner Yammunanagar to submit a status report regarding development of infrastructure and construction thereon. After inspecting the site of the colony in question latest by 10th March 2022.

6. Respondent is also directed to file his reply 10 before next date of hearing and also supply its advance copy to the complainants. Respondent is further directed to file his reply in detail highlighting special mention to above mentioned issues in para 3 raised by the complainant/ Authority. No further adjournment will be given to either party.

Order dated 15.3.2022:

1. Today is 6th hearing of the matter. Respondents have still failed to file their reply. These matters are pending since 2019. In all the cases, a relief of refund has been sought by the complainants. All the complaints were kept pending awaiting verdict of the Hon'ble High Court and Hon'ble Supreme Court in regard to the jurisdiction of this Authority to deal with the complaints in which a relief of refund has been sought.

2. In this case, complainants have sought relief of refund of their respective amount paid by them to the respondents along with applicable interest. Authority was not hearing the matters wherein relief of refund was sought for the reasons that its jurisdiction to deal with such matters was subjudice



first before Hon'ble High Court and later before Hon'ble Supreme Court.

3. Now the position of law has changed on account of verdict of Hon'ble Supreme Court delivered in similar matters pertaining to the State of Uttar Pradesh in lead SLP Civil Appeal No. 6745-6749 titled as M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors. Etc. Thereafter, Hon'ble High Court of Punjab and Haryana has further clarified the matter in CWP No. 6688 of 2021 titled as Ramprastha Promoters and Developers Pvt. Ltd. v. Union of India and Ors. vide order dated 13.01.2022.

4. The Authority has passed a Resolution No. 164.06 dated 31.01.2022 the operative part of which is reproduced below:

“4. The Authority has now further considered the matter and observes that after vacation of stay by Hon'ble High Court vide its order dated 11.09.2020 against amended Rules notified by the State Government vide notification dated 12.09.2019, there was no bar on the Authority to deal with complaints in which relief of refund was sought. No stay is operational on the Authority after that. However, on account of judgement of Hon'ble High Court passed in CWP No. 38144 of 2018, having been stayed by Hon'ble Supreme Court vide order dated 05.11.2020, Authority had decided not to exercise this jurisdiction and had decided await outcome of SLPs pending before Hon'ble Apex Court.

Authority further decided not to exercise its jurisdiction even after clear interpretation of law made by Hon'ble Apex Court in U.P. matters in appeal No(s) 6745-6749 of 2021 - M/s Newtech Promoters and Developers Pvt. Ltd. Versus State of UP and others etc. because of continuation of the stay of the judgment of Hon'ble High Court.



It was for the reasons that technically speaking, stay granted by Hon'ble Apex Court against judgment dated 16.10.2020 passed in CWP No. 38144 of 2018 and other matters was still operational. Now, the position has materially changed after judgment passed by Hon'ble High Court in CWP No. 6688 of 2021 and other connected matters, the relevant paras 23, 25 and 26 of which have been reproduced above

5. Large number of counsels and complainants have been arguing before this Authority that after clarification of law both by Hon'ble Supreme Court as well as by High Court and now in view of judgment of Hon'ble High Court in CWP No.(s) 6688 of 2021, matters pending before the Authority in which relief of refund has been sought should not adjourned any further and should be taken into consideration by the Authority.

Authority after consideration of the arguments agrees that order passed by Hon'ble High Court further clarifies that Authority would have jurisdiction to entertain complaints in which relief of refund of amount, interest on the refund amount, payment of interest on delayed delivery of possession, and penal interest thereon is sought. Jurisdiction in such matters would not be with Adjudicating Officer. This judgment has been passed after duly considering the judgment of Hon'ble Supreme Court passed in M/s Newtech Promoters and Developers Pvt. Ltd. Versus State of UP and others etc.

6. In view of above interpretation and reiteration of law by Hon'ble Supreme Court and Hon'ble High Court, Authority resolves to take up all complaints for consideration including the complaints in which relief of refund is sought as per law and pass appropriate orders. Accordingly, all such matters filed before the Authority be listed for hearing. However,

no order will be passed by the Authority in those complaints as well as execution complaints in which a specific stay has been granted by Hon'ble Supreme Court or by Hon'ble High Court. Those cases will be taken into consideration after vacation of stay. Action be initiated by registry accordingly."

5. Now issue relating to the jurisdiction of Authority stands finally settled. Accordingly, Authority hereby proceeds to deal such matter on its merits. Accordingly, Authority decides to take up this matter for further adjudication.

6. Some basic facts and controversy involved in the matter were recorded during 5th hearing on 17.2.2022. In continuation of the same and on the basis of verbal arguments put forward today by both sides, Authority issued directions to Sh. Kamal Dahiya, Learned counsel appearing for respondent, to file reply well before next date of hearing. Authority orders that no further opportunity will be granted and if reply is not filed 15 days before next date and supply a copy to the complainants, thereafter respondent's defence should be struck off and the case will be proceeded without their written statement. It is reiterated that no further opportunity to file reply will be given.

7. It is being repeatedly alleged by the complainants that company petitions is going on with the respondent-company for winding up of company, in fact at one point, a remark has been made that official liquidator has been appointed. Complainants have not submitted any document in support of their contentions. Respondents also have not repeated such arguments. Both parties shall submit precise position in this regard before the next date of hearing. No further opportunity to argue this matter will be granted in case parties failed to submit relevant documents.



8. The Authority had given directions to the District Town Planner, Yamunanagar to submit a status report regarding development of infrastructure in the colony. A letter dated 10.3.2022 has been received from the District Town Planner, Yamunanagar stating that the site is lying vacant and no development or infrastructure and construction work has been done at the site.

The District Town Planner further reported that company has applied for grant of licence under DDJAY for land measuring 40.26 acres out of the original licenced area measuring 84.81 acres. The said application is under examination.

9. The learned counsel for the respondents Sh. Kamal Dahiya argued that 19 out of 27 complainants have consented for migration of their allotted plots into DDJAY colony. In support of his arguments, he submitted 19 such consent letters given by the complainants.

In this regard, clause (g) of the acceptance for migration agreement reads that migration of their earlier licence is subject to approval from concerned authorities and in any event of non-approval of affordable residential colony for any unavoidable reason whatsoever, original previous booking will be revived with earlier terms for all purposes.

In other words, for acceptance of migration was an uncertain agreement of an undefined & uncertain project and in the project in which migration was to happen is yet to be conceived and yet to be licenced. Such an acceptance of migration cannot be termed as legal binding on any of the parties. At best it can be termed as a memorandum of understanding subject to fulfilment of certain conditions.



10. Respondents are yet to obtain a licence under DDJAY scheme. A letter dated 22.2.2022 written by STP Panchkula to the Director Town & Country Planning, Haryana is with the Authority. Said letter raises numerous questions and makes no definite recommendations for grant of licence for setting up a DDJAY colony. Said letter is made a part of the correspondence in the Authority.

11. In nutshell, original project admittedly is abandoned. As reported by DTP, Yamunanagar, no development at the site has taken place. New colony on the same land is yet to be conceived. It is yet to be licenced. Admittedly, there are agreements executed with the complainant-allottees and those agreements are not possible to be honoured. Migration of the previous agreement into a new colony is totally uncertain. No complete plan of action is submitted by the respondents. Despite the lapse of merely 3 years since lodging of complaints, the respondents have been failed to file reply on merits. Allegedly winding up proceedings against the company, this however, needs to be verified on the basis of the documents.

12. In the above circumstances, Authority is of the tentative view that project does not appears possible to be completed. It is an unregistered project and respondents are failing to get requisite formalities completed for getting it registered. In the circumstances, tentative view of Authority is that refund of money paid by complainants to the respondent company along with interest deserves to be granted. However, before final order is passed one last opportunity is granted to respondents to submit their written reply and argue their case on merits, failing which their tentative interest will be confirmed by the Authority on the next date without affording any further opportunity to the respondent.

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3. Order dated 26.4.2022

1. Shri Kamal Dahiya, learned counsel for respondent appearing through video conferencing argued that Town and Country Planning department is likely to issue a Letter of Intent (LOI) to respondent-company for grant of licence for conversion of part of the colony into an affordable plotted colony under DDJAY scheme. He argued that after grant of LOI, large number of allottees including complainants are likely to settle the matter with respondent-company. He vehemently argued for adjourning the matter for 15 days to enable them to obtain LOI and settle the matter.

2. Sh. Himanshu Raj, learned counsel for complainant took the Authority through its previous orders dated 17.02.2022 and 15.02.2022 in which detailed findings have been given regarding non development of the project by respondent-company and expression of a tentative view of Authority that prayer for refund of amount paid by complainants to respondent-company deserves to be allowed. Learned counsel further argued that grant or otherwise of the LOI will not make any difference to the outcome of present complaint. Complainants are insisting for refund of their money and they are not interested in any settlement with respondent-company. Sh. Himanshu Raj, learned counsel vehemently pressed for disposal of the matter and allowing refund along with interest to complainants.

3. After consideration of the matter, Authority is of the view that in all the complaints refund of money paid by complainants deserves to be allowed. On the insistence of the learned counsel for respondent, Authority is allowing one last opportunity to both parties to settle the matter. If no settlement is arrived at before next date of hearing, final

orders will be passed by Authority allowing refund to complainants.

2. Today it is again observed that detailed written reply has not been filed by respondents. Shri Kamal Dahiya, learned counsel for respondent sought liberty to submit his arguments in writing before Authority. Authority observes that today it intends to pass final order, however, Mr. Dahiya is at its liberty to submit his written arguments which will be duly accounted for in the final order.

3. Shri Kamal Dahiya, learned counsel in his arguments reiterated his earlier stand that a Letter of Intent (LOI) is likely to be issued by the Town & Country Planning Department for migration to part of the colony original into an affordable housing colony. He stated that once such an LOI has been issued, it is likely that a large number of allottees, including complainant allottees, will opt for migration into the new colony. He requested for more time for facilitating receipt of LOI which according to him is at an advanced stage of consideration of Town & Country Planning Department.

4. Shri Himanshu Raj, learned counsel for complainants reiterated that original project, admittedly, has been abandoned by respondents. Complainants do not wish to be part of the new project. Complainants cannot be forced to accept allotment in a new project where the project in which they had booked plots has been abandoned.



5. Learned counsel for the complainant further stated that Authority has already expressed its views on multiple occasions that the original project in which plots were booked by complainants has no chance of being completed, and admittedly it has been shelved by respondents, therefore, the prayer of the refund deserves to be allowed. He further stated that complainants are not interested in getting plots in proposed DDJAY colony for which respondents may or may not be granted license by Town & Country Planning Department.

6. Shri Kamaljit Dahiya, learned counsel for respondent submitted his written arguments on 23.05.2022 i.e. nearly 18 days after conclusion of oral arguments. However, nothing new has been stated by Shri Dahiya in his written submissions. He has only stated in writing what he had been submitting orally which has already been duly incorporated by Authority in above quoted orders.

7. In view of the undisputed fact situation, Authority allows relief of refund to all the complainants along with interest calculated in accordance with Rule 15 of the HRERA Rules i.e., @ SBI MCLR+2%. The amount originally paid and amount of interest admissible in each case has been got calculated by Authority from its Accounts Department and the same works out as shown in the table below:

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SR. NO.	COMPLAINT NO.	PRINCIPAL AMOUNT	INTEREST @ 9.40%	TOTAL REFUNDABLE AMOUNT
1.	2430 OF 2019	1692000	1253795	29,45,795
2.	2431 OF 2019	2820000	2170240	49,90,240
3.	2437 OF 2019	1631060	1235210	28,66,270
4.	102 OF 2022	2336400	1482934	38,19,334
5.	2438 OF 2019	864000	753565	16,17,565
6.	2442 OF 2019	850500	681120	15,31,620
7.	2447 OF 2019	3168000	2424568	55,92,568
8.	2456 OF 2019	2204800	1675852	38,80,652

8. Upon perusal of case files it is observed that in nineteen (19) complaint files, complainants have submitted incomplete receipts against their respective claimed

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paid amount. Several opportunities have been given to complainants to submit all the receipts in support of their claims. However, complainants have failed to submit all the receipts or statement of accounts issued by the respondent or any other documentary evidence to prove the paid amount of which they seek refund.

9. Authority reiterates that complainants are entitled to refund of the amount paid by them in all the complaints. However, due to lack of documentary evidence, Authority has calculated the amount to be refunded along with interest only in respect of the amounts of which receipts have been submitted by complainants and not the claimed amount. Authority however directs the complainants to claim the refund along with interest @ 9.40% from the date of payments made up to the date of passing of the order from respondent by showing the proof of having made the claimed payments. The said remaining amount shall be refunded by respondent along with interest in accordance with Rule 15 of the HRERA Rules i.e. @ SBI MCLR+2%. (9.40%) after complainants submit receipts or any valid documentary evidence for claiming refund of balance amount.

Authority orders that in case of any dispute occurs on account of error in claims or calculations made by any party, both parties have will have a right to approach the Authority.

All remaining 19 complaints, complainants are entitled to relief of refund. These orders are being passed for refund of the amount of which, receipts have been submitted by the complainants, along with interest on the refund amount stated below:

1. In complaint No. **2443 of 2019**, complainant in its complaint has claimed that he has paid Rs.19,58,620/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs.5,70,150/-. Further, there is a proof of having paid an amount of Rs.11,02,500/- because both parties have signed the plot buyer agreement in which the respondents have duly acknowledged the receipt of Rs.11,02,500/-. An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having paid the entire claimed amount of Rs.19,58,620/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.11,02,500/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest on the refundable amount of Rs.11,02,500/- has been calculated. The interest on amount of which receipts have been submitted has been calculated w.e.f. the date of making payments



and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

As per calculations given in the table below the interest on 11,02,500/- comes to Rs.8,53,544/- Accordingly, respondents shall refund total amount of Rs.19,56,044/- to the complainants.

Interest Calculator in complaint no. 2443 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2443-2019		2013-03-02	2022-05-05	09 Years, 67 days	283500	9.40	244733
RERA-PKL-2443-2019		2013-10-15	2022-05-05	08 Years, 205 days	286650	9.40	230694
RERA-PKL-2443-2019		2014-10-17	2022-05-05	07 Years, 203 days	532350	9.40	378117
Table No. - 1		Total			1102500		853544

2. In complaint no. **2433 of 2019** complainant has claimed an amount paid of Rs. 17,37,263/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs.15,12,000/- .

Authority, therefore, is constrained to allow refund of Rs.15,12,000/- only because receipt of this amount has been attached. In the table below admissible interest amounting to Rs.11,70,029/- has been calculated. Total amount payable by respondent to complainant works out to be Rs. 26,82,029/-.

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Interest Calculator in complaint no. 2433 of 2019

Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2433-2019		2012-11-29	2022-05-05	09 Years, 160 days	216000	9.40	191636
RERA-PKL-2433-2019		2013-12-26	2022-05-05	08 Years, 133 days	36000	9.40	28305
RERA-PKL-2433-2019		2014-01-02	2022-05-05	08 Years, 126 days	468000	9.40	367122
RERA-PKL-2433-2019		2014-05-19	2022-05-05	07 Years, 354 days	468000	9.40	350610
RERA-PKL-2433-2019		2014-09-19	2022-05-05	07 Years, 231 days	216000	9.40	154978
RERA-PKL-2433-2019		2014-09-23	2022-05-05	07 Years, 227 days	108000	9.40	77378
Table No. - 1		Total			1512000		1170029

3. In complaint No. **1890 of 2019**, complainant in its complaint has claimed that he has paid Rs.27,36,000/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs23,04,000/-. Further, there is a proof of having paid an amount of Rs.27,36,600/- because both parties have signed the plot buyer agreement in which the respondents have duly acknowledged the receipt of Rs.27,36,600/-.

Authority, therefore, allows refund of Rs.27,26,600/- because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 21,54,650/- has been calculated. The interest on the amount of which receipts have been submitted has been

calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

As per calculations given in the table below interest on 27,26,600 /- comes to Rs. 21,54,650/-. Accordingly, respondents shall refund total amount of Rs. 48,91,250/- to the complainants.

Interest Calculator in 1890 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-1890-2019		2012-12-04	2022-05-05	09 Years, 155 days	432000	9.4	382716
RERA-PKL-1890-2019		2013-10-12	2022-05-05	08 Years, 208 days	216000	9.4	174002
RERA-PKL-1890-2019		2013-10-12	2022-05-05	08 Years, 208 days	216000	9.4	174002
RERA-PKL-1890-2019		2013-12-14	2022-05-05	08 Years, 145 days	72000	9.4	56833
RERA-PKL-1890-2019		2014-01-15	2022-05-05	08 Years, 113 days	468000	9.4	365555
RERA-PKL-1890-2019		2014-01-15	2022-05-05	08 Years, 113 days	468000	9.4	365555
RERA-PKL-1890-2019		2014-06-21	2022-05-05	07 Years, 321 days	432600	9.40	320413
RERA-PKL-1890-2019		2014-07-30	2022-05-05	07 Years, 282 days	216000	9.4	157815
RERA-PKL-1890-2019		2014-07-31	2022-05-05	07 Years, 281 days	216000	9.40	157759
Table No. - 1		Total			2736600		2154650

4. In complaint No. **2440 of 2019**, the complainant has submitted receipts of only Rs.-12,00,000/-. However, there is a proof of having paid an amount of Rs.18,00,000/- because both parties have signed the plot buyer agreement

dated 04.06.2014 in which the respondents have duly acknowledged receipt of Rs.18,00,000/-.

Authority, therefore, allows refund of Rs.18,00,000/- because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 14,36,114/- has been calculated. The interest on the amount of which receipts have been submitted has been calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

As per calculations given in the table below the interest on 18,00,000/- comes to Rs. 14,36,114/- Accordingly, respondents shall refund total amount of Rs. 32,36,114/- to the complainants.

Interest Calculator in complaint no. 2440 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2440-2019		2013-02-26	2022-05-05	09 Years, 71 days	600000	9.40	518571
RERA-PKL-2440-2019		2014-01-03	2022-05-05	08 Years, 125 days	600000	9.40	470515
RERA-PKL-2440-2019		2014-06-04	2022-05-05	07 Years, 338 days	600000	9.40	447028
Table No. - 1		Total			1800000		1436114

5. In complaint No. 2429 of 2019, complainant in its complaint has claimed that he has paid Rs.8,64,000/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs.1,44,000/- However, there is a proof of having paid an amount of Rs.8,64,000/- because both parties have signed plot buyer agreement dated 06.05.2014 in which the respondents have duly acknowledged receipt of Rs.8,64,000/-.

Authority, therefore, allows refund of Rs.8,64,000/- because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 6,52,138/- has been calculated. Interest on the amount of which receipts have been submitted has been calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

Interest Calculator in 2429 of 2019

Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2429-2019		2013-10-15	2022-05-05	08 Years, 205 days	144000	9.40	115890
RERA-PKL-2429-2019		2014-06-05	2022-05-05	07 Years, 337 days	720000	9.40	536248
Table No. - 1		Total			864000		652138



As per calculations given in the table below the interest on 8,64,000/- comes to Rs. 6,52,138/- Accordingly, respondents will refund total amount of Rs.15,16,138/- to the complainant.

6. In complaint No. **2449 of 2019**, complainant in its complaint has submitted receipts of only Rs.8,50,000/-. Further, both parties have signed plot buyer agreement in which respondents have duly acknowledged receipt of Rs.8,50,000/- Authority, therefore, allows refund of Rs.8,50,000/-. In the table below admissible interest amounting to Rs.6,81,777/- has been calculated.

As per calculations given in the table below the interest on 8,50,000/- comes to Rs. 6,81,777/-. Accordingly, respondents shall refund total amount of Rs. 15,32,277/- to the complainants.

Interest Calculator in 2449 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2449-2019		2013-02-25	2022-05-05	09 Years, 72 days	283500	9.40	245098
RERA-PKL-2449-2019		2013-12-12	2022-05-05	08 Years, 147 days	283500	9.40	223925
RERA-PKL-2449-2019		2014-05-14	2022-05-05	07 Years, 359 days	283500	9.40	212754
Table No. - 1		Total			850500		681777

7. In complaint No. **2441 of 2019**, complainant in its complaint has claimed that he has paid Rs.26,43,750/- The complainant however has submitted receipts

of only Rs19,00,000/-. Proof of having paid an amount of Rs.19,81,000/- is available because both parties have signed plot buyer agreement in which the respondents have duly acknowledged receipt of Rs.19,81,000/-.

Authority, therefore, is constrained to allow refund of Rs.19,81,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 14,39,443/- has been calculated. Interest on the amount of which receipts have been submitted has been calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

As per calculations given in the table below the interest on Rs. 19,81,000/- comes to Rs. 14,39,443/- Accordingly respondents shall refund total amount of Rs. 34,20,443/- to the complainants.

Interest Calculator in 2441 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2441-2019		2014-03-12	2022-05-05	08 Years, 57 days	225000	9.40	172503
RERA-PKL-2441-2019		2014-03-18	2022-05-05	08 Years, 51 days	393750	9.40	301272
RERA-PKL-2441-2019		2014-05-14	2022-05-05	07 Years, 359 days	143750	9.40	107878
RERA-PKL-2441-2019		2014-07-06	2022-05-05	07 Years, 306 days	250000	9.40	184201
RERA-PKL-2441-2019		2014-07-13	2022-05-05	07 Years, 299 days	100000	9.40	73500
RERA-PKL-2441-2019		2014-07-13	2022-05-05	07 Years, 299 days	100000	9.40	73500
RERA-PKL-2441-2019		2014-09-15	2022-05-05	07 Years, 235 days	300000	9.40	215556

RERA-PKL-2441-2019		2014-10-02	2022-05-05	07 Years, 218 days	37500	9.40	26780
RERA-PKL-2441-2019		2014-10-17	2022-05-05	07 Years, 203 days	81000	9.40	57533
RERA-PKL-2441-2019		2015-06-15	2022-05-05	06 Years, 327 days	150000	9.40	97232
RERA-PKL-2441-2019		2015-06-18	2022-05-05	06 Years, 324 days	200000	9.40	129488
Table No. - 1		Total			1981000		1439443

8. In complaint No. **2452 of 2019**, complainant has claimed that he has paid Rs.45,53,675/-. However, complainant has submitted receipts of only Rs.44,00,000/-. An email dated 08.06.2022 was written to the learned counsel for complainant asking them to submit proof of having paid the entire claimed amount of Rs.45,53,675/-. No response has been received from the complainants.

Authority, therefore, allows refund of Rs44,00,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 34,58,226/- has been calculated.

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As per calculations given in the table below the interest on 44,00,000/- comes to Rs. 34,58,226/- Accordingly, respondents shall refund total amount of Rs.78,58,226/- to the complainants.

Interest Calculator in 2452 of 2019

Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2452-2019		2012-12-12	2022-05-05	09 Years, 147 days	675000	9.40	596604
RERA-PKL-2452-2019		2013-10-15	2022-05-05	08 Years, 205 days	675000	9.40	543236
RERA-PKL-2452-2019		2014-01-07	2022-05-05	08 Years, 121 days	675000	9.40	528634
RERA-PKL-2452-2019		2014-01-10	2022-05-05	08 Years, 118 days	700000	9.40	547672
RERA-PKL-2452-2019		2014-05-23	2022-05-05	07 Years, 350 days	675000	9.40	504992
RERA-PKL-2452-2019		2014-05-26	2022-05-05	07 Years, 347 days	700000	9.40	523155
RERA-PKL-2452-2019		2014-10-06	2022-05-05	07 Years, 214 days	100000	9.40	71311
RERA-PKL-2452-2019		2014-10-06	2022-05-05	07 Years, 214 days	200000	9.40	142622
Table No. - 1		Total			4400000		3458226

9. In complaint No. **2450 of 2019** complainant in its complaint has claimed that he has paid Rs.19,58,620/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs.11,02,500/-. An email dated 08.06.2022 was written to the learned counsel for complainant asking them to submit proof of having paid

the entire claimed amount of Rs. 19,58,620/- No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.11,02,500/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 8,88,127/- has been calculated. The interest on the amount of which receipts have been submitted has been calculated w.e.f. the date of making payments.

As per calculations given in the table below the interest on 11,02,500/- comes to Rs. 8,88,127/- Accordingly, respondents shall refund total amount of Rs. 19,90,627/- to the complainants.

Interest Calculator in 2450 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2450-2019		2013-02-20	2022-05-05	09 Years, 77 days	283500	9.40	245463
RERA-PKL-2450-2019		2013-12-21	2022-05-05	08 Years, 138 days	286650	9.40	225748
RERA-PKL-2450-2019		2014-01-07	2022-05-05	08 Years, 121 days	532350	9.40	416916
Table No. - 1		Total			1102500		888127

10. In complaint No. 2448 of 2019, complainant in its complaint has claimed that he has paid Rs. 36,24,930/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. Complainant has submitted receipts of only Rs.4,72,500/-. However, there is a proof of having paid an amount of Rs.18,37,500/- because both parties have signed plot buyer agreement dated 19.07.2014 in which respondents have duly acknowledged receipt of Rs. 18,37,500/-. An email dated 08.06.2022 was written to the learned counsel for complainant asking them to submit proof of having paid entire claimed amount of Rs.36,24,930/-. No response has been received from complainants.

Authority, therefore, is constrained to allow refund of Rs.18,37,500/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 14,09,180/- has been calculated. The interest on amount of which receipts have been submitted has been calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

As per calculations given in the table below interest on 18,37,500/- comes to Rs. 14,09,180/- Accordingly, respondents shall refund total amount of Rs. 32,46,680/- to the complainants.



Interest Calculator in 2448 of 2019

Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2448-2019		2013-03-01	2022-05-05	09 Years, 68 days	472500	9.40	408010
RERA-PKL-2448-2019		2014-07-19	2022-05-05	07 Years, 293 days	1365000	9.40	1001170
Table No. - 1		Total			1837500		1409180

11. In complaint No. **2458 of 2019**, complainant in its complaint has claimed that he has paid Rs.45,00,000/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. There is a proof of having paid an amount of Rs.38,00,000/- because both parties have signed the plot buyer agreement dated 01.12.2014 in which the respondents have duly acknowledged the receipt of Rs.38,00,000/-. An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having paid the entire claimed amount of Rs.45,00,000/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.38,00,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 26,55,024/- has been



calculated. The interest in this case has been calculated from the date of execution of Plot Buyer Agreement.

As per calculations given in the table below the interest on Rs. 38,00,000/- comes to Rs. 26,55,024/- Accordingly, respondents shall refund total amount of Rs. 64,55,024/- to the complainants.

Interest Calculator in 2458 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2458-2019		2014-12-01	2022-05-05	07 Years, 158 days	3800000	9.40	2655024
Table No. - 1		Total			3800000		2655024

12. In complaint No. 2445 of 2019, complainant in its complaint has claimed that he has paid Rs. 27,59,718/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs.24,96,000/-. Proof of having paid an amount of Rs.12,96,000/- because both parties have signed plot buyer agreement dated 19.07.2014 in which the respondents have duly acknowledged the receipt of Rs.12,96,000/-. Also after execution of PBA an amount of Rs. 12,00,000/- has been paid on 27.02.2015 and proof of same has been attached. In total of proof of only Rs. 24,96,000/- has been placed on record in the complaint file. An

email dated 08.06.2022 was written to the learned counsel for complainant asking them to submit proof of having paid entire claimed amount of Rs.27,59,718/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.24,96,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs.18,70,268/- has been calculated. The interest on amount of which receipts have been submitted has been calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement.

As per calculations given in the table below the interest on 12,96,000/- comes to Rs. 18,70,268/- Accordingly, respondents shall refund total amount of Rs. 43,66,268/- to the complainants.

Interest Calculator in complaint no. 2445 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2445-2019		2014-03-26	2022-05-05	08 Years, 43 days	432000	9.40	329648
RERA-PKL-2445-2019		2012-12-11	2022-05-05	09 Years, 148 days	432000	9.40	381938
RERA-PKL-2445-2019		2015-02-27	2022-05-05	07 Years, 70 days	1200000	9.40	811233
RERA-PKL-2445-2019		2013-10-17	2022-05-05	08 Years, 203 days	432000	9.40	347449
Table No. - 1		Total			2496000		1870268

13. In complaint No. 2451 of 2019 complainant in its complaint has claimed that he has paid Rs. 32,51,500/- Complainant however has not submitted proof of receipts of having paid claimed amount. Complainant has submitted receipts of only Rs.27,06,000/-. An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having paid entire claimed amount of Rs.32,51,500/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.27,06,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 20,62,184/- has been calculated. The interest on amount of which receipts have been submitted has been calculated w.e.f. the date of making payments.

As per calculations given in the table below the interest on 27,06,000/- comes to Rs. 20,62,184/-. Accordingly, respondents shall refund total amount of Rs. 47,68,184/- to the complainants.

Interest Calculator on 2451 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2451-2019		2012-12-12	2022-05-05	09 Years, 147 days	445500	9.40	393759
RERA-PKL-2451-2019		2013-12-11	2022-05-05	08 Years, 148 days	100000	9.40	79012

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RERA-PKL-2451-2019		2013-12-11	2022-05-05	08 Years, 148 days	145500	9.40	114962
RERA-PKL-2451-2019		2013-12-11	2022-05-05	08 Years, 148 days	200000	9.40	158023
RERA-PKL-2451-2019		2014-06-12	2022-05-05	07 Years, 330 days	462000	9.40	343260
RERA-PKL-2451-2019		2014-07-17	2022-05-05	07 Years, 295 days	231000	9.40	169548
RERA-PKL-2451-2019		2014-07-22	2022-05-05	07 Years, 290 days	231000	9.40	169250
RERA-PKL-2451-2019		2014-07-22	2022-05-05	07 Years, 290 days	245500	9.40	179874
RERA-PKL-2451-2019		2014-11-10	2022-05-05	07 Years, 179 days	645500	9.40	454496
Table No. - 1		Total			2706000		2062184

14. In complaint No. **2435 of 2019** complainant in its complaint has claimed that he has paid Rs.21,55,000/- Complainant however has not submitted proof of receipts of having paid the claimed amount. Complainant has submitted receipts of only Rs.12,91,500/-. An email dated 08.06.2022 was written to learned counsel for complainant asking them to submit proof of having paid the entire claimed amount of Rs.21,55,000/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.12,91,500/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 7,57,593/- has been calculated. The interest on the amount of which receipts have been submitted has been calculated w.e.f. the date of making payments.



As per calculations given in the table below interest on 12,91,500/-comes to Rs. 7,57,593/- Accordingly, respondents shall refund total amount of Rs. 20,49,093/- to the complainants.

Interest Calculator							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2435-2019		2015-09-10	2022-05-05	06 Years, 240 days	50000	9.40	31290
RERA-PKL-2435-2019		2015-09-16	2022-05-05	06 Years, 234 days	175000	9.40	109246
RERA-PKL-2435-2019		2015-11-09	2022-05-05	06 Years, 180 days	337500	9.40	205995
RERA-PKL-2435-2019		2016-02-05	2022-05-05	06 Years, 92 days	139500	9.40	81983
RERA-PKL-2435-2019		2016-02-05	2022-05-05	06 Years, 92 days	25000	9.40	14692
RERA-PKL-2435-2019		2016-02-05	2022-05-05	06 Years, 92 days	200000	9.40	117539
RERA-PKL-2435-2019		2016-08-08	2022-05-05	05 Years, 272 days	139500	9.40	75337
RERA-PKL-2435-2019		2016-08-08	2022-05-05	05 Years, 272 days	225000	9.40	121511
Table No. - 1		Total			1291500		757593

15. In complaint No. **2454 of 2019**, complainant in its complaint has claimed that he has paid Rs.22,50,387/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. The complainant has submitted receipts of only Rs.20,21,250/- . An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having

paid the entire claimed amount of Rs.22,50,387/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.20,21,250/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 15,79,507/- has been calculated. The interest has been calculated w.e.f. the date of making payments.

As per calculations given in the table below interest on 20,21,250/- comes to Rs.15,79,507/- Accordingly, respondents shall refund total amount of Rs. 36,00,757/- to the complainants.

Interest Calculator							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2454-2019		2013-10-11	2022-05-05	08 Years, 209 days	519750	9.40	418827
ERA-PKL-2454-2019		2013-12-11	2022-05-05	08 Years, 148 days	259875	9.40	205331
RERA-PKL-2454-2019		2013-12-11	2022-05-05	08 Years, 148 days	259875	9.40	205331
RERA-PKL-2454-2019		2014-03-11	2022-05-05	08 Years, 58 days	259875	9.40	199308
RERA-PKL-2454-2019		2014-03-12	2022-05-05	08 Years, 57 days	259875	9.40	199241
RERA-PKL-2454-2019		2014-04-04	2022-05-05	08 Years, 34 days	462000	9.40	351469
Table No. - 1		Total			2021250		1579507

16. In complaint No. 2436 of 2019, complainant in its complaint has claimed that he has paid Rs.47,75,000/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. Complainant has not any submitted any receipts. However, there is proof of having paid an amount of Rs. 34,00,000/- because both parties have signed plot buyer agreement in which the respondents have duly acknowledged receipt of Rs.34,00,000/- An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having paid the entire claimed amount of Rs.47,75,000/-. No response has been received from complainants.

Authority, therefore, is constrained to allow refund of Rs.34,00,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest on the refundable amount of Rs. 34,00,000/- has been calculated w.e.f. the date of execution of Plot Buyers Agreement. As per calculations given in the table below the interest on 34,00,000/- comes to Rs. 24,59,607/- Accordingly, respondents shall refund total amount of Rs. 58,59,607/- to the complainants.

Interest Calculator							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2436-2019		2014-08-27	2022-05-05	07 Years, 254 days	3400000	9.40	2459607
Table No. - 1		Total			3400000		2459607



17. In complaint No. 2455 of 2019, complainant in its complaint has claimed that he has paid Rs.15,84,000/- The complainant however has not submitted proof of receipts of having paid the claimed amount. Complainant has submitted receipts of only Rs.9,00,000/-. An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having paid the entire claimed amount of Rs.15,84,000/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs9,00,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 7,31,073/- has been calculated. The interest has been calculated w.e.f. the date of making payments.

As per calculations given in the table below the interest on 9,00,000/- comes to Rs. 7,31,073/- accordingly. The respondents shall refund total amount of Rs. 16,31,073/- to the complainants.

Interest Calculator

Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2455-2019		2012-11-29	2022-05-05	09 Years, 160 days	216000	9.40	191636
RERA-PKL-2455-2019		2013-10-12	2022-05-05	08 Years, 208 days	216000	9.40	174002
RERA-PKL-2455-2019		2014-01-16	2022-05-05	08 Years, 112 days	367000	9.40	286570

RERA-PKL-2455-2019		2014-01-16	2022-05-05	08 Years, 112 days	101000	9.40	78865
Table No. - 1		Total			900000		731073

18. In complaint No. **2453 of 2019** complainant in its complaint has claimed that he has paid Rs.47,07,456/-. Complainant however has not submitted proof of receipts of having paid claimed amount. Complainant has submitted receipts of only Rs.44,54,000/-. An email dated 08.06.2022 was written to the learned counsel for the complainant asking them to submit proof of having paid the entire claimed amount of Rs.47,07,456/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.44,54,000/- only because this amount admittedly had been paid by complainant to respondent. In the table below admissible interest amounting to Rs. 34,27,184/- has been calculated. The interest has been calculated w.e.f. the date of making payments.

As per calculations given in the table below the interest on 44,54,000/- comes to Rs. 34,27,184/- accordingly. The respondents shall refund total amount of Rs. 78,81,184/- to the complainants.

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Interest Calculator in complaint no. 2453 of 2019

Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2453-2019		2012-12-06	2022-05-05	09 Years, 152 days	600000	9.4	531087
RERA-PKL-2453-2019		2013-12-21	2022-05-05	08 Years, 137 days	100000	9.40	78728
RERA-PKL-2453-2019		2013-12-21	2022-05-05	08 Years, 137 days	300000	9.40	236185
RERA-PKL-2453-2019		2014-02-25	2022-05-05	08 Years, 71 days	650000	9.40	500685
RERA-PKL-2453-2019		2014-07-08	2022-05-05	07 Years, 303 days	650000	9.40	478421
RERA-PKL-2453-2019		2014-07-08	2022-05-05	07 Years, 303 days	110000	9.40	80964
RERA-PKL-2453-2019		2014-07-31	2022-05-05	07 Years, 280 days	600000	9.40	438066
RERA-PKL-2453-2019		2014-08-28	2022-05-05	07 Years, 252 days	300000	9.40	216870
RERA-PKL-2453-2019		2013-12-21	2022-05-05	08 Years, 137 days	204000	9.40	160606
RERA-PKL-2453-2019		2014-07-08	2022-05-05	07 Years, 303 days	540000	9.40	397458
RERA-PKL-2453-2019		2014-02-25	2022-05-05	08 Years, 71 days	400000	9.40	308114
Table No. - 1		Total			4454000		3427184

19. In complaint No. 2434 of 2019, complainant in its complaint has claimed that he has paid Rs.32,32,440/-. Complainant however has not submitted proof of receipts of having paid the claimed amount. Complainant has submitted receipts of only Rs.28,27,500/-. An email dated 08.06.2022 was written to the counsel for complainant asking them to submit proof of having paid entire claimed amount of Rs.32,32,440/-. No response has been received from the complainants.

Authority, therefore, is constrained to allow refund of Rs.28,27,500/- only because this amount admittedly had been paid by complainant to respondent.

In the table below admissible interest amounting to Rs. 21,37,424/- has been calculated. The interest has been calculated w.e.f. the date of making payments.

As per calculations given in the table below interest on 28,27,500/- comes to Rs. -21,37,424/- Accordingly, respondents shall refund total amount of Rs. 49,64,924/- to the complainants.

Interest Calculator in 2434 of 2019							
Complaint-ID	Complainant Name	From Date	End Date	Time Period	Principal Amount	Interest Rate	Interest Amount
RERA-PKL-2434-2019		2013-10-16	2022-05-05	08 Years, 204 days	432000	9.40	347560
RERA-PKL-2434-2019		2014-02-13	2022-05-05	08 Years, 84 days	432000	9.40	334209
RERA-PKL-2434-2019		2014-03-21	2022-05-05	08 Years, 48 days	19500	9.40	14905
RERA-PKL-2434-2019		2014-03-21	2022-05-05	08 Years, 48 days	72000	9.40	55034
RERA-PKL-2434-2019		2014-04-04	2022-05-05	08 Years, 34 days	504000	9.40	383421
RERA-PKL-2434-2019		2014-06-17	2022-05-05	07 Years, 325 days	504000	9.40	373816
RERA-PKL-2434-2019		2014-07-31	2022-05-05	07 Years, 281 days	432000	9.40	315519
RERA-PKL-2434-2019		2014-08-23	2022-05-05	07 Years, 258 days	432000	9.40	312960
Table No. - 1		Total			2827500		2137424

9. The complainants who have claimed to have paid more amount than the amount of which receipts/proofs have been submitted, may file their claim before the


respondent for refund of such excess amount also they shall specifically send a copy of the receipts or other proof in support of their claims. In case such payments have actually been made, the respondent shall refund such excess amount also along with interest @9.40% w.e.f. the date of making payments. In case of any dispute in calculations, both parties will be at liberty to approach this Authority by way of fresh complaints.

10. Respondents are directed to refund original amount along with interest, and total as shown in the tables above to each of the complainant within a period prescribed in Rule 16 of the RERA Rules.

Disposed of. File be consigned to the record room and orders be uploaded on the website of the Authority.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]