

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

Date of decision: 22.08.2022

NAME OF THE BUILDER		M/S BRIGHT BUILDTECH PVT. LTD.	
PROJECT NAME		The Rise	
S. No.	Case No.	Case title	APPEARANCE
1	CR/462/2019	Dinesh Chawla & anr. Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta
2	CR/5126/2019	Sonia Karaha Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta
3	CR/5128/2019	Ritesh Mittal and Renuka Tyagi Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta
4	CR/6233/2019	Nitika Sanghi and Sandeep Sanghi Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta
5	CR/6237/2019	Alok Gupta and Aarti Gupta Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta
6	CR/6243/2019	Priyanka Dixit And Anurag Dixit Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta

7	CR/6249/2019	Manish Gupta and Sarika Gupta Vs M/s lotus greens developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta
8	CR/6252/2019	Prashant Kumar Vs M/S Lotus developers pvt. Ltd. & Bright Buildtech pvt. Ltd.	Shri Tushar Bhushan Shri Dhruv Gupta

CORAM:

Dr. K.K. Khandelwal
Shri Vijay Kumar Goyal

Chairman
Member

ORDER

1. This order shall dispose of all the eight complaints titled as above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "**Woodview Residences**", (plotted colony) being developed by the same respondent/promoter i.e., M/s lotus greens developers pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of refund the entire amount along with interest and the compensation.

3. The details of the complaints, reply status, unit no.s, date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project: Woodview Residences, Sector-89 &90, Gurugram, Haryana							
Possession clause: Clause 5(I)							
The company shall endeavour to complete the construction of the building block in which the dwelling unit is situated within 36 months, with a grace period of 6 months from the date of issuance of allotment letter provided that all amounts due and payable by the buyer has been paid to the company in timely manner.							
Grace period clause: 5.2							
Not Allowed							
Sr. no	Complaint No., Case Title, and Date of filing of complaint	Reply status	Unit No. and area measuring	Date of allotment letter	Due date of possession	Total sale consideration and amount paid by the Complainant (s)	Relief Sought
1.	CR/462/2018 titled as Dinesh Chawla anr. V/s Lotus Greens Developers Pvt. Ltd. and Bright Buildtech Pvt. Ltd. DOR-01.02.2019	Reply received on 12.08.2021	B-68 on Upper Ground floor, measuring 1090.00 sq. ft. (As per page no. 33 of complaint)	11.02.2015 (As per page no. 30 of complaint)	11.02.2018 (Calculated from date of allotment letter dated 11.02.2015)	TSC: Rs.82,38,177 /- (As per on page 35 of complaint) AP: Rs. 22,02,841.70 /- (As per information provided by complainant)	Refund of the paid amount

2.	CR/5126 / 2019 titled as Sonia Karaha V/s Lotus Greens Developers Pvt. Ltd. and Bright Buildtech Pvt. Ltd DOR-20.11.2019	Reply received on 12.08.2021	B-139 on 1 st floor admeasuring 1347 sq. ft. (As per page no. 56 of complaint)	14.07.2015 (As per page no. 52 of complaint)	14.07.2018 (Calculated from date of allotment letter dated 14.07.2015)	TSC: Rs.98,62,290 /- (As per page no. 57 of complaint) AP: Rs.21,52,099 / (As per on Information regarding Complaint)	Refund of the paid amount
3.	CR/5128 / 2019 titled as Ritesh Mitta And Renuka Tyagi V/s Lotus Greens Developers Pvt. Ltd and Bright Buildtech Pvt. Ltd DOR-20.11.2019	Reply received on 12.08.2021	C-140 on 2 nd floor admeasuring 1740 sq. ft. (As per page no. 61 of complaint)	25.08.2015 (As per page no. 58 of complaint)	25.08.2018 (Calculated from date of allotment letter dated 25.08.2015)	TSC: Rs.1,25,83,552.53/- AP: Rs.78,08,997.50/ (As per on Information regarding Complaint)	Refund of the paid amount



4.	CR/6233/ 2019 titled as Nitika Sanghi and Sandeep Sanghi V/s Lotus Greens Developer s Pvt. Ltd. and Bright Buildtech Pvt. Ltd DOR- 11.12.201 9	Reply received on 12.08.202 1	D-12, 2 nd Floor admea suring 2079.0 0 sq. ft. (As per on page 59 of compla int0	11.02.20 15 (As per on page 56 of complai nt)	11.02.2 018 (Calcul ated from the date of allotme nt letter dated 11.02.2 015)	TSC: Rs. 1,41,67,643.34 /- (As per on page 60 of complaint) AP: 47,97,024/- (As per on Information regarding Complaint)	Refund of the paid amount
5.	CR/6237/ 2019 titled as Alok Gupta and Aarti Gupta V/s Lotus Greens Developer s Pvt. Ltd. and Bright Buildtech Pvt. Ltd DOR- 11.12.201 9	Reply received on 12.08.20 21	B-42 , 2 nd floor admea suring 1582 sq. ft. (As per on page 60 of compl aint)	11.02.2 015 (As per on page 57 of complai nt)	11.02. 2018 (Calcul ated from the date of allotm ent letter dated 11.02. 2015)	TSC: Rs. 93,87,693.48 /- (As per on page 61 of complaint) AP: 30,84,755.00 /- (As per on Information regarding complaint)	Refund of the paid amount



6.	CR/6243/ 2019 titled as Priyanka Dixit And Anurag Dixit V/s Lotus Greens Developer s Pvt. Ltd. and Bright Buildtech Pvt. Ltd DOR- 11.12.201 9	Reply received on 12.08.202 1	C-27, 1 st floor admea suring 1740.0 0 sq. ft. (As per on page 52 of compla int)	11.06.20 15 (As per on page 52 of complai nt)	11.06.2018 (Calculated from the date pf allotment letter dated 11.06.2015)	TSC: Rs. 1,24,83,552 .53/- (As per on page 52 of complaint) AP: 10,00,000/- (As per on Information regarding complaint)	Refund of the paid amount d
7.	CR/6249/ 2019 titled as Manish Gupta and Sarika Gupta V/s Lotus Greens Developer s Pvt. Ltd. and Bright Buildtech Pvt. Ltd DOR- 11.12.201 9	Reply received on 12.08.202 1	E-50, 2 nd floor admea suring 1,875 sq. ft. (As per on page 60 of compla int)	11.02.20 15 (As per on page 58 of complai nt)	11.02.2018 (Calculated from the date of allotment letter dated 11.02.2015)	TSC: Rs. 1,60,43,443 .20/- (As per on page 62 of complaint) AP: 54,07,156.2 0/- (As per on Information regarding complaint)	Refund of the paid amount

8.	CR/6252/2019 titled as Prashant Kumar V/s Lotus Greens Developers Pvt. Ltd. and Bright Buildtech Pvt. Ltd DOR-11.12.2019	Reply received on 12.08.2021	B-33, 1 st Floor admeasuring 1090 sq. ft. (As per on page 50 of complaint)	08.06.2015 (As per on page 50 of complaint)	08.06.2018 (Calculated from the date of allotment letter dated 08.06.2015)	TSC: Rs. 86,99,639/- (As per on page 54 of complaint) AP: 27,42,891.95/- (As per on Information regarding complaint)	Refund of the paid amount
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Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviations Full form

DOR- Date of receiving complaint

SA- Subsequent allottee

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

DPC- Delayed possession charges

4. The aforesaid complaints were filed by the allottees against the promoter on account of violation of the apartment buyer's agreement executed between them in respect of allotted units for not handing over the possession of the same by the due date, seeking award of refund the entire paid up amount along with interest and compensation.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter,

the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. So, Out of the above-mentioned cases, the facts of the lead case of **CR/462/2019** titled as **Dinesh Chawla & anr. Vs M/s Lotus Greens Developers pvt. Ltd. & Bright Buildtech pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua refund the entire amount along with interest and compensation.

A. Project and unit related details

7. The particulars of the project, the amount of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1.	Name and location of the project	"Woodview Residences", Sector 89-90, Gurugram, Haryana
2.	Nature of the project	Plotted Colony
3.	Area of the project	101.081 acres
4.	DTC ^P License	59 of 2013 dated 16.06.2013
	valid up to	15.07.2021
	Licensee name	Orris Land & Housing Pvt. Ltd. and 42 others
5.	RERA registered/ not registered	Registered vide no. 34 of 2020
	Valid up to	16.10.2020
6.	Unit no.	B-68, Upper Ground floor

		(Page no. 33 of the complaint)
7.	Super area admeasuring	1090.00 sq. ft. (Page no. 38 of the complaint)
8.	Allotment Letter	11.02.2015 (As per on page 33 of complaint)
9.	Date of buyers agreement	12.08.2015
10.	Possession clause	Clause 5(I) The company shall endeavour to complete the construction of the building block in which the dwelling unit is situated within 36 months, with a grace period of 6 months from the date of issuance of allotment letter provided that all amounts due and payable by the buyer has been paid to the company in timely manner
11.	Total consideration	Rs.82,57,797/- (As per on page no. 40 of the complaint)
12.	Total amount paid by the complainants	Rs. 21,86,633/- (As pleaded in the complaint .)
13.	Due date of delivery of possession	11.08.2018 (Calculated from date of allotment letter dated 11.02.2015 (Grace-period allowed))
14.	Date of offer of possession to the complainant	Not obtained
15.	Occupation certificate	Not offered

B. Facts of the complaint

The complainant has made the following submissions in the complaint: -

- A project by the name of "Woodview Residences", Sector 89 & 90, Gurgaon was being developed by the responents on the bases of license 59 of 2013

dated 16.07.2013 issued by DTCP Haryana . The complainant coming to know about the same applied for allotment of unit in that project on 21.02.2014 along with his wife and were allotted unit no. B68 - UFG measuring 1090 SQ. FT. vide letter of allotment dated 11.02.2015 for a total sale consideration of Rs.82,38,177/- .

9. That in pursuant to allotment of the unit , a buyers agreement was executed between the parties on 12.08.2015 . The allotment of the unit was made under construction linked payment plan . the terms and conditions of allotment , the amount of sale consideration, the dimensions of the allotted unit , the payment plan and the due date for completion of the project were mentioned in the agreement .
10. THAT IN PURSUANCE TO AGREEMENT OF SALE , THE allottees STARTED DEPOSITING VARIOUS AMOUNTS AGAINST THE ALLOTTED UNIT AND PAID A TOTAL SUM OF RS. 2202841 .27/- IN ALL .
11. That due date for completion of the project and handing over possession of the allotted unit was agreed upon between the parties as 36 months from the date of issuance of letter of allotment i.e. 11.02.2018 . Even the respondent promoter failed to complete the project within the extended period of 6 months . thus the respondents violated the terms and conditions of allotment / builder buyer agreement amounting to deficiency in service .
12. That the complainant spend hard earned money with the respondents with a hope that the project would be ready within the stipulated period and he would enjoy the property by taking its possession . but his hopes were dashed to ground .

13. That keeping in view the progress of the project at the spot and the likely time to be taken by the respondents to complete the same , the complainant does not want to continue with the project and seek to withdraw from the same. So, he wants refund of the paid up amount besides interest and compensation as prayed.

C. Relief sought by the complainant: -

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

- I. Direct the respondent to refund Rs. 21,86,633/- paid by him along with interest.
- II. Any other relief which this hon'ble authority deems fit and proper may also be granted in favour the complainant

15. On the date of hearing, the authority explained to the respondent/ promoters 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.

D. Reply by the respondents

16. **The respondents by way of joined written reply dated 15.03.2019 made the following submissions :-**

17. That the complainant has concealed true and material facts from this Hon'ble Forum. The true and correct facts are that he along with his wife Nidhi Chawla approached the respondents for allotment of dwelling unit in Woodview Residency Project at Sector 89 and 90. and submitted the application form alongwith an amount of Rs.8,00,000/-. The application form is annexed herewith as annexure R-1. It is pertinent to mention here that at the time of submitting the application, they were provisionally allotted B-62 Dwelling

- Unit. UGF, at the basic sale price of Rs.78,48,000/- plus EDC, IDC charges plus club members fee plus interest free maintenance security totalling to Rs.82,38,177/- as mentioned in application form duly signed by them
18. That as per the agreed payment plan, the allottees were to pay the instalment within the agreed period and the respondents had issued a demand note on 21.03.2015 for payment of the next instalment which became due for payment after ninety days
 19. That the complainant failed to make the payment of above said instalment and even then , the respondents showing bonafide sent the buyers agreement of the above said allotted unit to the allottees vide letter dated 28.07.2015 which is annexed as annexure R-3, calling upon them to complete the formalities and submit the buyers agreement duly signed with the respondent.
 20. That the allottees always remained negligent and never fulfilled their part of contract nor paid the instalment as per the agreed payment plan. It is the complainant who is at fault who has not paid the instalments in time because of which the construction of the project became delayed.
 21. That the allotment of the unit was made to the allottees under the construction linked payment plan. But despite issuance of a no. of reminders they failed to pay and paid only a sum of Rs.2202841/- i.e. 30% against the total sale consideration of Rs.8238177/- and thus committed default .Due to non-payment of amount due by the complainant and other allottees like him , there was delay in completion of the project.
 22. That the respondents are bound by the terms and conditions of allotment and are bound to complete the project and handover possession of the allotted unit to the

allottees. It is denied that there is any deficiency in the service of respondents and the hard-earned money of allottees is at stake.

23. It was further pleaded that neither the complaint filed is maintainable nor the authority has any jurisdiction to proceed with it. The complaint in this regard can be filed only with the adjudicating officer.

24. That the complaint is bad for non-joinder of necessary parties as one of the allottees namely Nidhi Chawla has not been added as one of the complainant.

25. That the complaint filed is barred by limitation.

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

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

E. Jurisdiction of the authority

28. The plea of the respondents regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.1 Territorial jurisdiction

29. 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 completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

30. 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.

31. 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 complainant at a later stage.
32. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR © 357 and*

reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

33. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainant

F.1 Direct the respondents to refund Rs. 21,86,633/- paid by the complainant along with interest.

34. Admittedly the complainant along with his wife is an allottee of a unit in the project of respondents and paid Rs. 2202841/- against total sale consideration of Rs.8238177/- on the basis of allotment and buyers



agreement dated 10.02.2015 , 12.08.2015 respectively . the allottees paid 30% of the total sale consideration and did not pay the remaining amount despite issuance of various reminders. It is also a fact that the allotment of unit was made under a construction linked payment plan. it is pleaded on behalf of complainant that despite expiry of due date and paying sufficient amount, the respondent failed to complete the project and offer possession of the allotted unit . so he does not want to continue with the project and seeks withdrawal from the same . but the plea of respondents is otherwise and who pleaded that the allottees failed to pay against the allotted unit leading to delay in the completion of the project . Secondly the allotment of the unit was made in the name of complainant and his wife Nidhi Chawla . though the complainant wishes to withdraw from the project but did not join his wife in the complaint. So on that count , the complaint is liable to be rejected .

35. It is not disputed that the allotment of the unit was made in favour of the complainant as well as his wife vide letter of allotment dated 11.02.2015 , followed by a buyers agreement between the parties of the dispute and the spouse of the complainant . Now one of the allottee wants to withdraw from the project and is seeking refund of the paid up amount without adding his spouse as a party . there is an objection in this regard on behalf of respondents . But the plea advanced in this regard is not tenable . Order 1 Rule 9 of Code of Civil Procedure , 1908 deals with such a situation and wherein it is provided that *no suit* shall be defeated by reason of the misjoinder or non joinder of the parties and the court may in every suit deal with matter in controversy so far as regards the rights and interests

of the parties actually before it . There is also an exception to this rule that nothing shall apply to non-joinder of a necessary party. No doubt Nidhi Chawla being one of allottee is necessary party but the complainant is seeking withdrawal from project after due date and is seeking refund. So, if any order for refund is made then the same would be in favour of allottees in equal shares and not otherwise. So non-joining of one of the allottee in the complaint is not fatal and the complaint cant be rejected on this ground . then the plea of respondents w.r.t. the allottees being defaulters against the allotted unit is also unattainable . the project was to completed by 11.08.2018 and it is not proved that the respondents achieved the milestone of construction to the tune of deposit against total consideration .

36. Keeping in view the fact that the allottee complainant wishes to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016.
37. The due date of possession as per agreement for sale as mentioned in the table above is **11.08.2018**.
38. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as

observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021 as under:-***

".... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."

Further in the judgement of the Hon'ble Supreme Court of India in the cases of Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others (supra)** it was observed

25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed

39. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the



promoter is liable to the allottee, as the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

40. This is without prejudice to any other remedy available to the allottee including compensation for which allottee may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.
41. The authority hereby directs the promoter to return to the allottees the amount received by him i.e., Rs. 21,86,633/- with interest at the rate of 10% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G. Directions of the authority

46. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
 - i. The respondent/promoter is directed to refund the amount received by them from the complainant / allottees in each case along with interest at the rate of 10% p.a. as prescribed under rule 15 of the

- Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.
- ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.
47. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
48. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.
49. Files be consigned to registry.

V.I-5
(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

(Dr. K.K. Khandelwal)

Chairman

Dated: 22.08.2022