

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

Complaint no. : 7351 of 2022
Date of filing complaint: 15.12.2022
First date of hearing: 09.05.2023
Order reserved on : 20.03.2025

Complainants

1. Sunil Kumar
 2. Munesh Devi
- Both R/o:** H. No.-105, Pana-Goklan, VPO-
Changroad, Tehsil & District-Charkhi Dadri-
127022.

Versus

1. M/s Maxworth Infrastructure Private
Limited
Regd. Office at: 1/303, Jaypee CGHS Ltd., Plot
No. 02, Sector-22, Dwarka, New Delhi-110075.
2. MRG Infrabuild Private Limited
Regd. Office at: Unit No. 110, 1st floor, Best Sky
Tower, NSP, Delhi-110034

Respondents

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Sh. Yogesh Chabra (Advocate)

None

Sh. Animesh Goyal(Advocate)

Complainants
Respondent no. 1
Respondent no. 2

ORDER

1. The present complaint has been filed on 15.12.2022 by the complainants/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities

and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Project and unit related details

2. The particulars of the project, the details 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.	Particulars	Details
1.	Project name and location	"The Meridian" at Village Hayatpur , Sector 89 , Gurugram. (Formerly known as "Aashray")
2.	Nature of the project	Affordable group housing colony
3.	DTCP License no. and validity	23 of 2016 dated 22.11.2016 valid up to 21.11.2021
4.	Name of licensee	Sh. Hans Raj and another
5.	HRERA registered/ not registered	Registered vide no. 245 of 2017 dated 26.09.2017 valid up to 24.03.2022
6.	Extension of RERA registration	i. 10 of 2022 dated 26.12.2022 valid up to 24.03.2023 ii. RC/REP/HARERA/GGM/245 of 2017/7(3)/36/2023/13) dated 24.07.2023 valid up to 24.03.2025
7.	Allotment letter	02.04.2018 (As per page no. 38 of the complaint)
8.	Unit no.	T-301, 4 th floor & Tower/Block-T3 (As per page no. 45 of the complaint)
9.	Unit measuring	593.10 sq. ft.(Carpet area) & 100 sq. ft. (balcony area) (As per page no. 45 of the complaint)
10.	Date of execution of agreement to sale	21.05.2018 (As per page no. 42 of the complaint)
11.	Possession clause	5. POSSESSION 5.1 Within 60 (sixty) days from the date of issuance of occupancy certificate, the developer shall offer the possession of

		<p>the said flat to the allottee(s). Subject to force majeure circumstances, receipt of occupancy certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by developer in terms of the agreement and not being in default under any part hereof including but not limited to the timely payment of installations as per the payment plan, stamp duty and registration charges, the developer shall offer possession of the said flat to the allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "commencement date"), whichever is later.</p> <p style="text-align: right;">[Emphasis supplied]</p> <p>(As per page no. 53 of the complaint)</p>
12.	Date of approval of building plans	20.05.2017 (As per page no. 8 of the complaint)
13.	Date of environmental clearance	30.08.2019 (Taken from another complaint of the same project)
14.	Due date of possession	28.02.2024 (Note: Due date to be calculated 4 years from the date of environmental clearance i.e., 30.08.2019 being later plus grace period of 6 months in lieu of covid-19.)
15.	Payment plan	Installment link payment plan (As per page no. 72 of the complaint)
16.	Total sale consideration	Rs.24,22,400/- (As per page no. 50 of the complaint)
17.	Total amount paid by the complainant	Rs.1,21,120/- (As per acknowledgement receipt on page no. 37 of the complainant)

18.	Date of occupation certificate	Not Obtained
19.	Date of offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
- I. That M/s Maxworth Infrastructures Pvt. Ltd. i.e., respondent no. 1 had invited applications from general public for allotment of residential flats under Affordable Group Housing Policy, 2013 dated 19.08.2013 in the project named "Aashray" situated at Sector 89, Pataudi Road, Village Hayatpur, Gurugram Manesar Urban Complex, Gurugram.
 - II. That the respondent no. 1 made to believe the complainants/joint allottees that the project is being developed by the respondent no. 1 after approval of building plans on 20.05.2017 in terms of zoning plans dated 22.11.2016.
 - III. The complainants made a joint application to the respondent no. 1 for allotment of a unit in the project and deposited the booking amount of Rs.1,21,120/- vide cheque dated 14.12.2017. The respondent no. 1 issued an acknowledgement of the same and the said application was assigned the application no. N-1733 dated 14.12.2017 by the respondent no. 1.
 - IV. The respondent no. 1 held a draw of lots on 20.03.2018 in the presence of officials of Government of Haryana and the complainants were allotted a unit bearing no. T3-301, having a carpet area of 593.10 sq. ft. on the 3rd floor with the balcony area of 100.00 sq. ft. Consequently, the respondent no. 1 vide their demand letter dated 02.04.2018 informed the complainants about the allotment of the unit and asked to further deposit an amount of Rs.5,32,928/- on or before

- 21.04.2018. Two-three days prior to the last date of payment of the amount i.e., 21.04.2018, the complainant Sh. Sunil Kumar visited the office of the respondent no. 1 with some queries relating to the payment and he was informed by the representatives of respondent no. 1 that the last date is being extended for a few weeks and they can deposit the said amount even after registration of 'agreement to sale'.
- V. That an 'agreement to sale' relating to the above-said residential unit having total cost of Rs.24,22,400/- was executed between the respondent no. 1 and the complainants and the same was duly registered on 21.05.2018. At the time of registration of 'agreement to sale' also it was confirmed to the complainant Sh. Sunil Kumar by the representatives of respondent no. 1 that the last date is being extended probably up to the month of July, 2018. Accordingly, the complainants applied for a loan from State Bank of India incurring expenses of Rs.4,070/-.
- VI. That subsequently, when the complainant/allottee approached the representatives of respondent no. 1 at their office sometime in the first week of July, 2018 in connection with payment of the balance due amount of Rs.5,32,928/-, he was informed that the company has scrapped the said project and the complainants have to give an application to make a request to the respondent no. 1 that their allotment/application for the allotment be cancelled. It was also informed by the said representatives of respondent no. 1 that only after making this request, balance amount shall be refunded to the complainants and that too after deducting the earnest money of Rs.25,000/- from the deposited amount of Rs.1,21,120/-. The representatives of respondent no. 1 further insisted that the complainants must submit their request letter for cancellation of the

allotment along with a notarized affidavit, in the manner many other applicants have done. The complainants/allottees did not think it appropriate to sign a request letter under illegal pressure of the respondent no. 1 for cancellation of the allotment of the respondent no. 1 and against their own volition. Therefore, they refused to fall in line with the respondent no. 1. to get the said request letter for cancellation of the unit by respondent no. 1. The fact of scrapping the project by the respondent no. 1 was confirmed by the SBI bank officials also who informed the complainant Sh. Sunil Kumar, when he visited them, that the loan cannot be sanctioned to the complainants as the project has been scrapped by the promoter.

- VII. That in terms of clause 4.6 of the 'agreement to sale' executed between the respondent no. 1 and the complainants/joint allottees and registered on 21.05.2018. the only eventuality in which the allotment under reference could have been cancelled was when the allottees default in payment of their dues. However, the respondent no. 1 treated the said allotment of the unit to the complainants as if it has been cancelled in so far as neither they made any communication with the complainants nor accepted any payment from them. Against the terms of the said 'agreement to sale', the respondent no. 1 has unilaterally cancelled the said allotment of the unit though there is no default till date on the part of the complainants. In terms of sub-section (5) of section 11 of Act of 2016 "the promoter may cancel the allotment only in terms of the agreement for sale", whereas the respondent no. 1 cancelled the allotment on its own and without any request for cancellation from the allottees, an act which was not in consonance with the terms of the agreement for sale, as there was no default on the part of the allottees till date. Thus, by this act the

respondent no. 1 had violated the provisions of Section 11 (5) of the Act of 2016.

- VIII. That subsequently, it was learnt by the allottees that the project 'Aashray' has been transferred to some other promoter namely M/s MRG Infrabuild Pvt. Ltd. i.e., respondent no. 2 who carried on the project with a new name 'The Meridian'.
- IX. That understandably, the respondent no. 1 has siphoned off a huge amount of money by deducting the earnest money from the deposit amounts of each of the allottees who had bowed down to the pressure of the respondent no. 1 namely M/s Maxworth Infrastructure Pvt. Ltd. in getting the allotments cancelled purportedly on behest of the allottees, simply because of the reason that the entire project was transferred to respondent no. 2 namely M/s MRG Infrabuild Pvt. Ltd., who launched a new project named as 'The Meridian'. The respondent no. 2 also failed to discharge their transferred liability of either refunding the deposited amount of Rs.1,21,120/- with applicable interest to the complainants or hand over the possession of the allotted unit to them.
- X. That the respondent no. 1 have contravened the provisions of Section 11 (5) of the Act by unilaterally cancelling the allotment of units, an act on its part, which was not in consonance with the terms of the 'agreement to sale', in addition to the contravention of the proviso to section 15 (1) of the Act of 2016. Thus, the respondent no. 1 has made himself liable for action in terms of section 11 (5) and both the promoters have also contravened the provisions of the section 15 (1) & section 15 (2) and have made themselves liable for action in terms of section 18 (1) & 18 (2) and section 19 (4) of the Act of 2016 read with Rule 15 and 16 of Rules, 2017.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- Direct the respondent to refund the deposited amount of Rs.1,21,120/- paid by the complainants at the rate of 18% per annum.
 - Direct the respondent to pay an appropriate amount of compensation (Reimbursement of the expenses of Rs.10,070/- i.e., Rs.6,000/- incurred for preparation of BBA and Rs.4,070/- spent in the process of taking loan from bank).
5. The authority issued a notice dated 19.12.2022 of the complaint to the respondents by speed post and also on the given email address at sunil.chhichholia10@gmail.com, ashok@mrgworld.com, sushilkaudinya@gmail.com and dharampal.verma50@gmail.com for filing reply within 4 weeks from the date of issuance of notice. The delivery reports have been placed on the file. The counsel for the respondent no. 1 neither put in appearance on 09.05.2023, 19.09.2023 and 14.11.2023 nor filed reply to the complaint within the stipulated period despite given ample opportunities. It shows that the respondent no. 1 was intentionally delaying the proceedings by avoiding filing of written reply. Therefore, in view of above, vide order dated 14.11.2023, defence of the respondent no. 1 was struck off by the authority.
6. The counsel for the respondent no. 2 vide proceedings of the day dated 08.02.2024 has stated that the reply has been filed in the registry of the authority on 14.11.2023 but the same is not available on record and assured to place on record an additional copy of the same along with cost. The respondent no. 2 vide proceedings of the day dated 02.05.2024 was further directed to file written submissions within a period of 15 days. Though an application for taking the written reply by respondent no. 2 on record has been filed on 09.07.2024 but no reply has been placed along

with that. In view of the aforesaid application, ample opportunities vide proceedings of the day dated 25.07.2024, 22.08.2024, 24.10.2024 and 05.12.2024 were given to respondent no. 2 to file the reply but the no reply has been filed till date. Keeping in view the above facts, the defence of the respondent no. 2 is struck off.

7. The complainants have mentioned in the facts of the complaint that the project has been transferred to the respondent no. 2 by the respondent no. 1 along with the funds submitted by the allottees to the respondent no. 1. The respondent no. 2 has been registered the project i.e., "The Meridian" with the authority vide registration no. 245 of 2017 dated 26.09.2017 which has been granted extension under section 7(3) of the Act of 2016 valid up to 24.03.2025. Thus, respondent no. 2 is liable to the complainants.
8. The respondent no. 2 i.e., MRG Infra-build Pvt. Ltd. was granted licence by the Director, Town and Country Planning, Haryana vide licence no. 23 of 2016 to develop and construct the commercial colony in Sector-89, Gurugram. Though the agreement for sale has been executed with R1 and payments have also been made to the respondent no. 1 but the respondent no. 2 cannot escape its responsibility and obligations to the allottees of the project being licensee of the project and is covered under the definition of promoter within the meaning of 2(zk)(i),(v).
9. The promoter has been defined in section 2(zk) of the Act of 2016. The relevant portion of this section reads as under:

"2. Definitions. — In this Act, unless the context otherwise requires —

(zk) "promoter" means, —

- (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) xxx

(iii) xxx

(iv) Xxx

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale;'

10. As per aforesaid provisions of law, respondent no.1 & 2 will be jointly and severally liable for the completion of the project. Whereas the primary responsibility to discharge the responsibilities of promoter lies with respective promoter in whose allocated share the apartments have been bought by the buyers.
11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the authority:

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

D.I Territorial jurisdiction

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

D.II Subject matter jurisdiction

14. 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.

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

17. 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.

E. Findings on the relief sought by the complainants:

E.1 Direct the respondent to refund the deposited amount of Rs.1,21,120/- paid by the complainants at the rate of 18% per annum.

18. The complainants were allotted a unit in the project of respondent no. 1 "Aashray", in Sector 89, Gurugram vide allotment letter dated 02.04.2018 for a total sum of Rs.24,22,400/-. A buyer's agreement was executed between the parties on 21.05.2018 between the complainants and the respondent and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs.1,21,120/-. Later on, the project of the respondent no. 1 in which the unit of the complainants is situated has been transferred to respondent no. 2 along with the funds in the name of project "The Meridian" situated in Sector-89, Gurugram.
19. The clause 5.1 of the buyer's agreement talks about the due date of possession and is reproduced below for ready reference:

5. POSSESSION

5.1 Within 60 (sixty) days from the date of issuance of occupancy certificate, the developer shall offer the possession of the said flat to the allottee(s). Subject to force majeure circumstances, receipt of occupancy certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by developer in terms of the agreement and not being in default under any part hereof including but not limited to the timely payment of installations as per the payment plan, stamp duty and registration charges, the developer shall offer possession of the said flat to the allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "commencement date"), whichever is later.

(Emphasis supplied)

20. The project was registered on 26.09.2017 vide registration no. 245 of 2017 and valid up to 25.03.2022 which was further granted extension under section 7(3) of the Act of 2016 by the authority and valid up to 24.03.2025. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the booked unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of building plan is 20.05.2017 and date of environment clearance is 30.08.2019. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 30.08.2023. ***Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.*** The completion date of the aforesaid project in which the subject unit is being booked by the complainants is 30.08.2023 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to **28.02.2024**.
21. The complainants have admitted in the facts of the complaint that the respondent no. 1 has transferred the project to respondent no. 2 without raising of any construction and neither any consent of the complainants-allottee is sought before affecting such transfer. Further, the complainants have mentioned in the facts of the complaint that in July, 2018 when the complainants approached the representatives of respondent no.1 regarding the payment of the outstanding dues of Rs.5,32,928/- which has to be paid

at the time of allotment as per the payment plan opted by the complainants, the complainants were informed that the company has scrapped the said project and the complainants have to give an application to make a request to the respondent no. 1 for cancellation of allotment so that their paid-up amount can be refunded after deducting the earnest money of Rs.25,000/-, but the complainants objected the same. Subsequently, the respondent no. 1 transferred the project to respondent no. 2 along with funds after cancelling the allotment unilaterally as the project has already been transferred to respondent no. 2 to be developed in the name of "The Meridian".

22. The counsel for the respondent no. 2 during proceedings of the day dated 25.07.2024 has admitted that the project has been transferred to respondent no. 2 by respondent no. 1 along with the funds and now the project is under completion. The due date of possession has already been lapsed on 28.02.2024 but the project is yet to be completed. Thus it can be said that the respondent no. 1 has discontinued the project and transferred its liability to other respondent without the consent of the allottees and respondent no. 2 failed to issue any demand letter as well as to provide the details of the construction of the project and also to handover the possession within the stipulated time as per the terms of agreement to sale. Keeping in view the aforementioned factual and legal provisions, the complainants are entitled to full refund along with interest as per the provisions of section 15 read with section 18 of the Act of 2016 which are reproduced below for ready reference:

Section 15: Obligations of promoter in case of transfer of a real estate project to a third party:-

- (1) *The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:*

Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.

- (2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building,

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
(b) **due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,**

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

23. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

24. The authority after considering the facts stated by the parties and the documents placed on record is of the view that the complainants are well within their right for seeking refund under section 18(1)(b) of the Act, 2016.

25. On consideration of the documents available on record and submissions made by the parties regarding contravention of the provisions of the Act, the Authority is stratified that the respondents are in contravention of the section 15 read with section 18(1)(b) of the Act on the part of the respondent is established. As such, the complainants are entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 11.10% p.a. (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*.

E.II Direct the respondent to pay an appropriate amount of compensation (Reimbursement of the expenses of Rs.10,070/- i.e., Rs.6,000/- incurred for preparation of BBA and Rs.4,070/- spent in the process of taking loan from bank).

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

F. Directions of the authority:

27. 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 respondents are directed to refund the amount i.e., **Rs.1,21,120/-** received from each of the complainants along with interest at the rate of 11.10% 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 respondent to comply with the directions given in this order and failing which legal consequences would follow.

28. The complaint stand disposed of.

29. File be consigned to registry.

Dated: 20.03.2025

(Signature)
(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram