

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

Complaint No. : 122 of 2018
Date of first hearing: 08.05.2018
Date of Decision : 28.08.2018

Parag Vidyarthi,
R/o C-39/A3, LGF, Ardee City,
Sector-52, Gurugram.

Complainant

Versus

M/s Agrante Developers Pvt. Ltd.,
(Through its directors)
Office- 704, DLF Tower B, Jasola,
South Delhi, New Delhi-110024.

Respondent

CORAM:

Dr. K.K. Khandelwal
Shri Samir Kumar
Shri Subhash Chander Kush

Chairman
Member
Member

APPEARANCE:

Shri Parag Vidyarthi
Ms. Pooja Sareen
Shri Suresh Kumar
Shri Sanjiv Thakur

Complainant in person
Advocate for the complainant
Advocate for the respondent
Legal head on behalf of the
respondent



**Settlement Order interse Mr. Parag Vidyarthi- Complainant
and M/s Agrante Developers Pvt. Ltd.-Respondent**

1. A complaint dated 02.04.2018 was filed under section 31 of the Real Estate (Regulation & Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant Mr. Parag

Vidyarthi, against the developer M/s Agrante Developers Pvt. Ltd., claiming refund of the money paid by him along with interest.

2. The particulars of the complaint are as under: -

1.	Name and location of the project	"Beethovens'8" at Dwarka Expressway, Sector-107, Gurugram, Haryana.
2.	RERA registered/not registered	Not registered
3.	Apartment no.	Harmony 2L-B-1905, 19 th floor, tower 'L'
4.	Booking amount paid by the buyer to the builder/promoter	Rs. 11,50,048/-
5.	Builder buyer agreement executed on	09.06.2014
6.	Total consideration	Rs.1,15,52,370/- (excluding taxes)
7.	Total amount paid by the complainant till date	Rs. 46,50,068/-
	i. Booking amount	Rs.11,50,068/-
	ii. Amount disbursed by bank on behalf of the complainant	Rs.35,00,000/-
8.	Due date of possession	As per clause 18(a), the company shall complete construction within 42 months from the start of construction.



3. As per the details provided above, the complainant Mr. Parag Vidyarthi, has raised his contention that he has paid an amount of Rs.11,50,068/- as advance deposit for booking the said apartment and the respondent acknowledged the receipt of the said amount vide receipt dated 07.06.2014. The parties

executed agreement to sale on 09.06.2014. The respondent represented that the project is upto 90% bank financed through HDFC Bank and EMI would be linked with the progress of the construction. An amount of Rs.34,50,204 was transferred to the developer by the bank on 25.06.2014 on account of laying foundation of the building. However, as of current status, the respondent has not started the construction of the said building.

4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Shri Suresh Kumar, advocate appeared on behalf of the respondent and filed the reply on 16.06.2018. The case came up for hearing on 08.05.2018, 06.06.2018, 05.07.2018, 19.07.2018, 09.08.2018, 23.08.2018 and 28.08.2018. On 23.08.2018, the learned counsel for the complainant informed the authority that they have arrived at settlement with the respondent and accordingly, the complainant does not intend to pursue the complaint.

5. The settlement agreement/ MoU dated 17.08.2018 was submitted to the authority during hearing on 23.08.2018 which has been taken on record. It was clarified that the respondent will refund the earnest booking amount of Rs.11,50,068/- along with additional 10% simple interest per



annum in terms of the said settlement agreement. Also, the respondent should be solely liable towards repayment of entire loan amount of Rs.34,50,204/- disbursed on behalf of the complainant by HDFC Bank and further will also be solely liable to pay the pre-EMI interest along with any other charges levied by the bank with regard to stated HDFC loan account from the date of disbursement of loan amount till final repayment and final closure of said HDFC home loan account.

6. Since both the parties have expressed their satisfaction over the amicable settlement vide settlement agreement dated 17.08.2018, their contentious issues stand resolved. The complaint dated 02.04.2018 is disposed of accordingly.
7. The order is pronounced.
8. Case file be consigned to the registry.



(Samir Kumar)
Member

(Subhash Chander Kush)
Member

(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY	
Day and Date	Tuesday and 28.08.2018
Complaint No.	122/2018 case titled as Parag Vidhyarti versus M/s Agihant Developers
Complainant	Parag Vidhyarti
Represented through	Complainant with Ms. Pooja Sareen Advocate
Respondent	M/s Agihant Developers
Respondent Represented through	Shri Sanjiv Thakur Legal head on behalf of respondent with Shri Suresh Kumar, Advocate
Last date of hearing	23.8.2018
<p style="text-align: center;">Proceedings</p> <p>Agreement for settlement was submitted by the parties which has been taken on record and it was clarified that the respondent should be solely responsible to pay loan amount alongwith interest, any penalty and any other charges whatsoever. The complaint is disposed of in terms of compromise. Counsel for the respondent submitted that they have already filed application for registration although their licence is not renewed on account of non payment of EDC/IDC for which they are waiting for some scheme likely to be announced by the Government shortly. The complaint is disposed of. Order is pronounced. Detailed order will follow. File be consigned to the Registry.</p> <p>Samir Kumar (Member) Subhash Chander Kush (Member)</p> <p style="text-align: center;">Dr. K.K. Khandelwal (Chairman) 28.08.2018</p>	