

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

Complaint no.: 6089 of 2024

Date of decision: 27.01.2026

Amit Vashisht.

R/o: Flat no. 490, DDA SFS Flat, Pocket-1,
Sector-22, Dwarka, New Delhi.

Complainant

Versus

M/s Agrante Developers Pvt Ltd.

Regd. Office at: DT J-704, Floor-7th, DLF
Tower-B, Jasola, Delhi-110025.

Respondent

CORAM:

Arun Kumar
Phool Singh Saini

**Chairman
Member**

APPEARANCE

Abhinav Trehan (Advocate)
Sanjiv Thakur (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee 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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and Project Details:

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

S. No.	Particulars	Details
1.	Name of the project	"Beethoven 8", Sector- 107, Gurgaon
2.	Nature of project	Group housing complex
3.	RERA registered/not registered	Not Registered
4.	DTPC License no.	23 of 2012 dated 23.03.2012
	Validity status	Not available on record
	Name of licensee	Narendra Kumar Gupta & others
	Licensed area	18.0625 acres
5.	Allotment Letter	Not on record
6.	Unit no.	Harmony II, L/B/2405, Floor-24 th (As on page no. 31 of complaint)
7.	Unit area admeasuring	1702sq.ft. [Super Area] (As on page no. 24 of complaint)
8.	Agreement To Sale	20.01.2016 (As on page no. 23 of complaint)
9.	Tripartite Agreement [Note: Executed between complainant, respondent	22.01.2016 (As on page no. 46 of complaint)



	no.1 ie., M/s. Agrante Developers Pvt Ltd and Indiabulls Housing Finance Limited]	
10.	Quadrapartite Agreement [Note: Executed between complainant, Ms. Agrante Developers Pvt Ltd, Indiabulls Housing Finance Limited, Yuvraj Singh, Narendra Kumar Gupta ie., (Land Owners)]	23.01.2016 (As on page no. 52 of complaint)
11.	Subvention Clause under the Quadrapartite Agreement dated 23.01.2016	Clause 4 <i>The Borrower has informed IHFL of the scheme of arrangement between the Borrower, the Owner and Builder in terms whereof the owner and the builder hereby assumes the liability of payments of Pre Emi Interest under the Loan Agreement as payable by the Borrower to IHFL during the agreed subvention period being 36 English calendar months i.e., till Feb 19 from the date of first disbursement of the loan to the Borrower</i> [Emphasis supplied] (As on page no. 56 of complaint)
12.	Basic Sale consideration	Rs.1,08,07,700/- (As on page no. 31 of complaint)
13.	Amount paid by the complainant	Rs.42,62,130/- [Note: Out of the said amount Rs.9,00,000/- was paid by the complainant on his own]



		(As per Ledger account o page n. 16 of the reply)
14.	Loan Sanction Letter	22.01.2016 (As on page no. 69 of complaint)
15.	Loan Amount sanctioned	Rs.98,93,000/- (As on page no. 54 of complaint)
16.	Possession clause	<p>Clause 4</p> <p>REPRESENTATION, WARRANTIES AND ASSURANCE OF THE VENDOR:</p> <p>.....</p> <p><i>k. The Vendor will complete the project within stipulated period of 42 Months except influenced by force measures. However, if the vendor fails to perform its obligation under this agreement, he shall give due notice to the Vendee and tender a refund of the amount collected along with simple interest at such rates as may be agreed but not more than 7% per annum.</i></p> <p><i>[Emphasis supplied]</i></p> <p><i>(As on page no. 33 of complaint)</i></p>
17.	Due date of possession	20.07.2019 (Calculated 242 months from the date of agreement)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered
20.	Legal notice sent by the complainant to M/s	08.08.2024

	Agrante Developers Pvt Ltd	(As on page no. 86 of complaint) [Note: The complainant requested the respondent to cancel the allotment and make a refund of the amount paid]
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B. Facts of the complaint

3. The complainant has made following submissions in the complaint: -
 - I. That in pursuant to the advertisements, assurances, representations and promises made by respondent in the brochure circulated by them about the timely completion of the project, namely "BEETHOVEN'S 8", situated at Sector 108, Gurugram, Haryana, the complainant considered purchasing a unit in the above-mentioned project.
 - II. That the complainant vide application dated 20.01.2016, applied for the unit. The respondent vide its Agreement to sale dated 20.01.2016 informed the complainant that her application is accepted and an apartment bearing no. Harmony II L/B/2405 situated on 24th floor was allotted to the complainant alongwith car parking. The Total sale consideration for the above said apartment is Rs1,27,43,770/-. The complainant paid a sum of Rs.9,00,000 amounting to 7% of the total sale consideration. The remaining 93% of the sale consideration was to be paid as per the Payment Plan.
 - III. Thereafter, the respondent offered a very lucrative offer to the complainant of the Subvention Scheme. Thereafter, a Tripartite Agreement was executed between the complainant, respondent and the India Bulls Housing Finance Limited on 22.01.2016. According to the Tripartite Agreement, the builder had to pay the Pre EMI's to India Bulls Housing Finance Limited till the handover of possession of the flat to the complainant. The respondent has not fulfilled his promises and has not deposited the Pre EMI's.

IV. That on the basis of the Tripartite Agreement, the complainant further entered into a Loan Agreement between the complainant and the India Bulls Housing Finance Ltd. The complainant thereafter entered into a Quadra-partite Agreement dated 23.01.2016 between the complainant, respondent, India Bulls Housing Finance Ltd, Yuvraj Singh, R.K. Associate and Narender Kumar Gupta. That according to the Quadra- partite Agreement, Loan amount of Rs.98,93,000 was granted to the complainant as per the Loan agreement dated 22.01.2016.

V. On the basis of the Loan Agreement, Quadra- partite Agreement and Tripartite Agreement (Builder Subvention Facilities Agreement), India Bulls Pvt Ltd has disbursed a total loan amount with Rs.40,08,400/- to the respondent.

VI. That the complainant has paid a total amount of Rs.49,08,400 till date. But when the complainant continuously asked the respondent for possession of the flat, the respondent made excuses for the delivering the possession of the flat on one pretext or the other.

VII. That the complainant on various occasions demanded the money from the complainant to which India Bulls Pvt Ltd has given the payment to the respondent on behalf of the complainant. It is pertinent to mention here that at the time of booking of the flat the respondent has promised deliver the flat in 48 months but till date the construction of the property has not been completed. It is important to mention here that the structure work of the flat has not been started till date.

VIII. That the respondent is not only guilty of deficiency in services by not fulfilling their promises in due course of their services towards their helpless consumers but also for mental harassment to the complainant by

misguiding and misrepresentation of facts which amounts to fraudulent and unfair trade practices.

C. Relief sought by the complainant

4. The complainant has sought the following relief(s):
 - i. Direct the respondent to refund the total amount paid till date i.e., Rs.49,08,400/- with interest as per RERA Act.
5. On the date of hearing, the Authority explained to the respondent/promoter 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 respondent

6. The respondent has contested the complaint on the following grounds.
 - I. That it has not demanded or is in receipt of more than 30% of the total sale consideration of the proposed apartment from any allottee and is undertaking the cost of construction from its own pocket. The promoter is taking all measures to complete the project with procuring necessary approvals from the competent authority. T
 - II. That the complainant has filed the present complaint seeking refund of amount deposited with M/s Agrante Developers Pvt Ltd in lieu of unit booked in the "Beethoven's 8" project. It is submitted that the complainant has availed subvention scheme and financed the consideration amount from India Bulls Housing Finance Ltd. An amount of Rs.29,24,997/- was disbursed and received from India Bulls Housing Finance Ltd. to M/s Agrante Developers Pvt Ltd on behalf of the complainant.
 - III. That the respondent, as per the mutual understanding with the complainant, has been duly complying and paying the Pre-EMI on the disbursed amount to the bank regularly and the respondent had paid a total amount of Rs.2,04,000/- towards Pre-Emi to bank till date. There is a slight



default in payment of the said Pre EMI/Interest as an amount of Rs.13,51,133 shall be paid by the complainant against the adjustable amount paid by the broker to complainant but the complainant failed to pay the Pre-EMI's total amounting to Rs.13,51,133/-.

IV. That the amount of Rs.13,51,133/- was paid to the broker Mr. Ankit Sarpal as advance commission by the respondent and the same has been transferred to the complainant for booking and thus the total amount received from the complainant is only Rs.29,24,997/- through bank. The other bookings against which the amount was received by the broker were cancelled and the broker with complainant said that the amount of Rs.13,51,133 will be adjusted towards Pre-EMI and will be paid by the complainant and hence after paying Rs.2,04,000/- towards Pre-EMI respondent stopped the same.

V. That the tower in which the complainant had booked the unit is owing to certain force majeure circumstances not ready however, Tower-H & J are ready and the construction of a building structure comprising fourteen floors is completed. The necessary electrical wiring and works pertaining to plumbing and sanitation are also ready. It is submitted that the promoter would be in a position in all probability to offer possession of the flats in Tower-L in coming years from the date of filing of the present reply. The promoter has incurred and utilized his own funds and loans towards construction of the project and if the complaints pertaining to refunds are entertained at this stage it would jeopardize the fate of the project which would consequently hamper the valuable rights of the other allottees of the project. The promoter is willing to adjust for the interest components as computed for delay in offering possession towards the balance sale



consideration of the complainant as the promoter will offer possession in Tower- L to the complainant.

VI. That the promoter is willing to adjust and give allotment and possession of the unit to the complainant in the said H or J towers where the construction is now 90% completed and the promoter would be able to deliver the unit in 8-9 months from the date of filing of the present reply.

VII. That it is not out of place to mention here that due to pending registration of the project with the Authority, the Promoter since the implementation of the Act was unable to raise funds from its existing customers nor it could raise finance by selling unsold inventory. The shortage of funds to enable rapid construction had been a determining factor for the delay as it slowed down the pace of construction considerably. That M/s RMS Estate Pvt Ltd (Now known as "Agrante Developers Pvt Ltd") was granted development license from Director Town and Country Planning, Haryana ("DTCP") for development of land spread over a total area of 18.0625 acre of land on which the present project is being developed. The said license was granted on 27.03.2012 and was valid for 4 years.

VIII. That after grant of the above license, the promoter executed a development/collaboration agreement dated 23.05.2013 with M/s Sarvaram Infrastructure Pvt Ltd (Collaborator"). An area admeasuring 10.218 acre out of the aforesaid total land was handed to the Collaborator with absolute and exclusive rights for the purposes of developing the same. It is pertinent to mention here that M/s Sarvaram Infrastructure Pvt Ltd himself or through his nominee had proposed to build a separate project namely "Elacassa" on that parcel of land with which the promoter has no association whatsoever. Thus, resultantly there were two projects being



developed under the same license by two distinct colonizers with rights and liabilities strictly framed under the said collaboration agreement.

IX. The development/collaboration agreement dated 23.05.2013 stipulated strict liability on M/s Sarvaram Infrastructure Pvt Ltd or his appointed nominee to be in compliance of all statutory compliances, bye-laws applicable as per HUDA, DCP etc as applicable for his parcel of land. M/s Sarvaram Infrastructure Pvt Ltd was further under the obligation to remit all the dues accrued towards governmental authorities arising under the agreement for the portion of land with the Collaborator under the agreement.

X. That M/s Sarvaram Infrastructure Pvt Ltd however, started defaulting in his compliance of statutory duties and contractual obligations. The promoter had on several occasions issued written requests and even served Legal Notices to M/s Sarvaram Infrastructure Pvt Ltd to rectify the said defaults inter-alia payment of EDC and IDC charges. The promoter had taken every step to ensure compliance of statutory obligations as non-compliance by M/s Sarvaram Infrastructure Pvt Ltd would directly prejudice the Promoter's project completion having the common license. It is submitted that the license for the land lapsed due to non-renewal and it cannot be renewed until outstanding EDC & IDC charges along with penalty is not cleared for the total land jointly by the Promoter and M/s Sarvaram Infrastructure Pvt Ltd in proportion to their respective projects. Needless to mention here that the promoter is ready and willing to pay its share of EDC and IDC charges for the purposes of renewal of license.

XI. That the bona-fide of the promoter can be further gathered by the fact that the promoter is running post to pillar and has filed a representation before



Financial Commissioner (Haryana) seeking a bifurcation of the license in two parts for two projects respectively and pursuing the same sincerely. It is pertinent to mention that only after renewal of license the promoter will be competent to obtain RERA Registration. The promoter has undertaken every possible measure in his armour to salvage the project and complete the same.

XII. That the promoter has filed for HRERA registration vide order letter dated 09.08.2018 of its project on the said land which was to be with the applicant as per the Agreement. The fate of the application is dubious and is still pending as the aforesaid license has lapsed and not existing anymore as on date and further, EDC and IDC charges are unpaid which were to be paid by the M/s Sarvarm Infrastructure Pvt Ltd.

XIII. It is pertinent to mention here that the directors of the Sarvarm Infrastructure Pvt Ltd are lodged in jail presently. The promoter is crippled in the sense that he is unable to correspond with them which could perhaps lead to any fruitful results. Moreover, Insolvency Proceedings are pending against them before Hon'ble National Company Law Tribunal.

XIV. That due to non-registration with the Authority, the promoter is unable to sell its proposed units in its project. More particularly, the applicant is crippled financially as no demand can be raised by the promoter from its existing members. It is to be kindly considered that the promoter has accordingly not raised a single demand from its members and has not collected more than 30% of total sale consideration of a unit from any of its members. On the contrary, the promoter has undertaken the tedious task of completing the construction of the project from its own finances and loans so as to offer possession and is also remitting the interests on subvention scheme on behalf of customers so as to protect them from further loss.

XV. It is pertinent to mention here that the respondent no.2 and 3 has nothing to do with the complainant's booking, neither there is any privity of contract between the respondent no. 2 and 3 with the complainant. That the respondent no. 2 and 3 has no title or interest over the project or its land, hence there is no need to add them in the array of parties.

7. 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.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

9. 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 purposes 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 a complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

10. 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;

11. 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.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to refund the total amount paid till date i.e., Rs.49,08,400/- with interest as per RERA Act.

12. In the present complaint, the complainant applied for the booking of an apartment in the project titled "Beethoven's 8", situated at Sector-107, Gurugram, being developed by the respondent. Pursuant to the same, a unit bearing no. Harmony II, L/B/2405 located on the 24th floor admeasuring 1702 sq. ft. (super area) was allotted to the complainant. Subsequently, an Agreement To Sale was executed between the complainant and the promoter on 20.01.2016.
13. As per Clause 4 of the Agreement dated 20.01.2016, the respondent was obligated to hand over possession of the unit within 42 months. Accordingly, the due date for possession was 20.07.2019. The basic sale consideration for the unit was Rs.1,08,07,700/-, against which the complainant has paid a sum of Rs. 42,62,130/-.
14. The complainant assert that the complainant booked an apartment in the project namely, "Beethoven's 8", situated at Sector-107, Gurugram. The complainant paid an amount of Rs.9,00,000/- to the respondent vide cheques dated 19.01.2016. A Tri-Partite Agreement was executed between the complainant, respondent and M/s. Indiabulls Housing Finance Ltd.



Thereafter, a Quadra-partite Agreement was executed between the complainant, respondent, M/s. Indiabulls Housing Finance Ltd, Yuvraj Singh, Narender Kumar Gupta, on 23.01.2016 and an loan amount of Rs.98,93,000/-was granted in favour of the complainant. Out of the same, an amount of Rs.40,08,400/- was disbursed to the respondent. Thus, the total amount paid by complainant is Rs.49,08,400/-. The respondent undertook to handover possession of the unit within 42 months from the date of the agreement. However, the respondent failed to do so till date. The project is incomplete and the Occupation certificate has not been received by the respondent from the competent authorities. Thus, the complainant intends to withdraw from the project and is seeking refund of the amount paid.

15. In the present complainant, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest. Sec. 18(1) of the Act is reproduced below for ready reference:-

"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 he shall be liable on demand to the allottees, in case 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 that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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."

(Emphasis supplied)

16. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid by him along with interest prescribed rate of interest.
17. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid, has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.
18. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 27.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
19. 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.
20. Upon consideration of the documents on record and the submissions advanced by both parties regarding the alleged contravention of the provisions of the Act, the Authority is satisfied that the respondent has violated Section 14 read with Section 18 of the Act, 2016, by failing to hand over possession of the unit to the complainants in accordance with the terms of the Agreement executed between the parties.
21. It is pertinent to note that the respondent has contended that the complainant availed subvention scheme and an amount of Rs.29,24,997/- was disbursed and received from India Bulls Housing Finance Ltd. the respondent paid an amount of Rs.2,04,000/- towards Pre-EMI's to India Bulls Housing Finance Ltd till date. There is a slight default in payment of



Pre-EMI's as an amount of Rs.13,51,133/- was to be paid by the complainant against the adjustable amount paid to the broker.

22. The Authority is of the view that in terms of Section 18 of the Act, 2016, the respondent has failed to offer possession of the unit in accordance with the Agreement executed between the parties. In view of the above-mentioned facts, the allottee intends to withdraw from the project and is well within the right to do the same in view of section 18(1) of the Act, 2016.
23. 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 allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is 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 it 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.
24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by him at the prescribed rate of interest i.e., @ 10.80% 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, after adjusting the amount that has been disbursed by the bank.

G. Directions of the Authority

25. 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 it from the complainant along with interest at the rate of 10.80% 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, after deducting the amount that has been disbursed by the bank.
 - 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.
 - iii. The respondent is further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainant.
26. Complaint stand disposed off.
27. Files be consigned to the registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.01.2026