

**ORDER SHEET**

**WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY**

**Complaint No. COM-000222**

**Saurav Chaturvedi .....Complainant**

**AND**

**Ideal Real Estates Pvt. Ltd.....Respondent**

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
3 ----- 18-03-2020  Dictated & corrected by me	<p>Complainant is present filing hazira. Authorised representative of the Respondent Shri Anuj Tulsyan is also present filing hazira.</p> <p style="text-align: center;">Heard both the parties in detail.</p> <p>The case of the Complainant is that he booked a 3 BHK flat bearing number 'Flat-2D' having 1510 sq ft approximately at the Respondent's project named 'Ideal Aquaview' for a consideration of Rs.65,10,800/- (excluding tax) and the Respondent was unable to handover the said flat to the Complainant on December,2018 as agreed between them and therefore Complainant filed the instant case for cancellation of Agreement for Sale entered into on 07.11.2014 and refund of money accordingly.</p> <p>As per the intention of the parties of the parties, as expressed, at the time of hearing on the last day of hearing and as per the direction of this Authority in the order dated 10.02.2020, the parties have come to a mutual amicable settlement and today at the time of hearing the Respondent submitted a 'Mutual Settlement Petition' and the Complainant gave his consent to the said Settlement Petition.</p>	

Dictated  
& corrected  
by me

Let the Mutual Settlement Petition be taken on record.

On the basis of the mutual settlement ,this Authority is pleased hereby to direct ,-

(a) As per the terms and conditions of the Agreement for Sale, the Respondent is bound to pay interest due to the delay period of 12 months that is till December ,2019. The interest shall be calculated up to December,2019 and the rate of interest payable by Respondent is 13.20% plus 2% equals to 15.20% ;

(b) The Respondent is further bound to the effect that if within a period of one year, he is able to transfer the aforesaid flat to any third party/intending buyer ,then the amount will be paid at a time to the Complainant along with interest pro-rata basis;

(c) The Respondent shall make the refund to the Complainant as per the following schedule:-

25.02.2020-Rs.3,50,000/-,  
26.03.2020-Rs.3,50,000/-,  
26.04.2020- Rs.3,50,000/-,  
26.05.2020-Rs.3,50,000/-  
26.06.2020- Rs.3,50,000/-,  
26.07.2020- Rs.3,50,000/-,  
26.08.2020-Rs.3,50,000/-,  
26.09.2020-Rs.3,50,000/-  
29.10.2020- Rs.3,50,000/-,  
26.12.2020- Rs.3,50,000/-

Total amount of repayment to the Complainant will be –  
Rs.37,77,737/- and with interest the amount will be Rs.38,37,120/- ;



Dictated  
& corrected  
by me

- (d) The Respondent shall make refund to the bank due to the bank loan starting from 25.02.2020 to 25.06.2023 of different amounts with total refund payment of Rs.42,48,844/- and with interest the amount will be Rs.48,58,854/- ;
- (e) In addition to that the Respondent shall make a payment of Rs.1,00,000/- to the Complainant as cost for legal expenses of the Complainant;
- (f) The sum of rupees as mentioned above shall be received by the Complainant as full and final settlement of all disputes between the parties and upon receipt of the sum as mentioned above, the Complainant shall have no claims and/or further claims as against each other in respect of the flat as mentioned above;
- (g) The Agreement for Sale dated 07.11.2014 entered between the Complainant and the Respondent in respect of the said flat shall become null and void and the same shall be treated as automatically cancelled from the date of this order;
- (h) The Respondents shall have liberty to sale and dispose of the aforesaid flat without taking any consent from the Complainant.

With the above directions this matter is thus disposed of.

Sd/-

(ONKAR SINGH MEENA)  
Designated Authority,  
Housing Industry Regulatory Authority,  
West Bengal.

certified to be true copy.

  
**Secretary**  
**Housing Industry Regulatory Authority**  
**West Bengal**