

**PROCEEDINGS OF THE DAY**

Day and Date	Wednesday and 05.12.2018
Complaint No.	417/2018 case titled as Mr. Manish Gupta Vs M/s Ansal Phalak Infrastructure Ltd
Complainant	Mr. Manish Gupta
Represented through	<b>None for the complainant.</b>
Respondent	M/s Ansal Phalak Infrastructure Ltd
Respondent Represented through	Shri Siddharth Yadav Advocate for the respondent.
Last date of hearing	20.9.2018
Proceeding Recorded by	Naresh Kumari & S.L.Chanana

**Proceedings**

It has been brought to the notice of authority that a settlement between the parties has arrived at, a copy of settlement deed has been placed on record. In view of the settlement deed dated 25.9.2018, the matter stands disposed of accordingly.

Complaint stands disposed of. Detailed order will follow. File be consigned to the registry.

Samir Kumar  
(Member)  
05.12.2018

Subhash Chander Kush  
(Member)  
05.12.2018

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

**Complaint No. : 417 of 2018**  
**Date of First  
Hearing : 07.08.2018**  
**Date of Decision : 05.12.2018**

Sh. Manish Gupta  
R/o Flat no. 1021, Beverly Hills Apartment,  
Block-5, Geeta Colony, New Delhi-110031

**Complainant**

Versus

M/s Ansal Phalak Infrastructure Ltd., through  
Sh. Pranav Ansal  
Office- 115, Ansal Bhawan, 16, Kasturba  
Gandhi Marg, New Delhi-110001  
Also at: 1202, Antariksh Bhawan, 16, Kasturba  
Gandhi Marg, CP, New Delhi- 110001

**Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE:**

Complainant in person Advocate for the complainant  
Shri Siddharth Yadav Advocate for the respondent



**SETTLEMENT ORDER INTERSE SH. MANISH GUPTA -  
COMPLAINANT**

**AND**

**M/S ANSAL PHALAK INFRASTRUCTURE LTD., THROUGH SH.  
PRANAV ANSAL-RESPONDENT**

1. A complaint dated 11.06.2018 was filed under section 31 of

the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant Sh. Manish Gupta, against the promoter M/s Ansal Phalak Infrastructure Ltd., through Sh. Pranav Ansal, claiming refund of the money paid by them along with interest for not giving possession on the due date which is an obligation of the promoter under section 11(4)(a) of the Act *ibid*.

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

1.	Name and location of the project	"Versalia" in sector 67-A, Gurugram
2.	Unit No.	GF3375, ground floor
3.	Unit area	1926 sq. ft.
4.	Registered/ Not Registered	<b>Registered (154 of 2017)</b>
5.	Date of booking	30.12.2014
6.	Date of allotment letter	31.08.2015
7.	Date of builder buyer agreement	<b>No BBA has been attached</b>
8.	Total consideration	Rs. 1,36,16,539.60/- (as per the allotment letter, annexure-4 of the complaint)
9.	Total amount paid by the complainant	Rs. 16,84,473/- (as per payment acknowledgment form dated 23.05.2015)
10.	Payment plan	Subvention plan



11.	Date of delivery of possession	<b>Cannot be ascertained as no BBA has been attached</b>
12.	Revised date of delivery of possession as per RERA certificate	31.08.2020
13.	Penalty clause as per builder buyer agreement	<b>Cannot be ascertained as no BBA has been attached</b>

3. As per the details provided above, the complainant, Sh. Manish Gupta has raised their contention that on 30.12.2014, they paid an amount of Rs. 5,00,000/- as advance deposit for booking the said unit no. GF3375 on ground floor. However, there was no sign of construction on the site since last three years.
4. The complainant submitted that thereafter, the complainant paid the instalments amounting to Rs. 16,84,473/- which is the amount paid by them till date. On 03.09.2015, letters were received from the developer stating that DHFL Bank has approved their project for funding and petitioner should proceed for home loan process under subvention scheme. On demand of the promoter, loan was applied twice in two different banks but they couldn't get through due to some problem in the project.
5. The complainant submitted that on 12.07.2016, he personal



met Mrs. Neha Dhall and apprised her that he was misguided regarding the property status. The builder buyer agreement had also not been executed till this date. It is submitted that only fake assurances to refund the money were made but no action was taken in this regard.

6. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Shri Siddharth Yadav, Advocate appeared on behalf of the respondent on 07.08.2018. On 05.12.2018, it was brought to the notice of the authority that the parties have arrived at a settlement and accordingly, the complainant does not intend to pursue the complaint. A MoU dated 25.09.2018 has been filed containing the terms of the settlement and bearing the signature of both the parties.
7. As per the terms of the MoU/settlement agreement, it was agreed by the parties that the respondent shall refund the total amount of Rs. 22,49,932/- as full and final settlement towards cost of surrendered unit no. GF3375 in lieu of all claims of the complainant. This amount shall be paid by the respondent by or before 31.12.2018. The complainant has duly agreed that upon payment of the said amount, he shall be left with no claim, dispute right, title of interest qua the allotment of the said unit or any refund/interest thereof and all their claim



relating towards the said allotment shall stand completely satisfied and discharged.

8. Since both the parties have expressed their satisfaction over the amicable settlement. As such, their contentious issues stand resolved. The complaint dated 11.06.2018 is disposed of accordingly.
9. The order is pronounced.
10. Case file be consigned to the registry.

**(Samir Kumar)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**(Subhash Chander Kush)**  
Member

Dated: 05.12.2018

Judgement Uploaded on 08.01.2019

HARERA  
GURUGRAM

