



HARERA
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		6-9
Day and Date	Tuesday and 19.03.2024		
Complaint No.	CR/1571/2019 Case titled as Rashida Ridzhal Vs VSR Infratech Pvt. Ltd. CR/1575/2019 Case titled as Rashida Ridzhal Vs VSR Infratech Pvt. Ltd. CR/1576/2019 Case titled as Rashida Ridzhal Vs VSR Infratech Pvt. Ltd. CR/1577/2019 Case titled as Rashida Ridzhal Vs VSR Infratech Pvt. Ltd.		
Complainant	Rashida Ridzhal		
Represented through	Shri Partap Sharma and Ms. Nisha Gaur, Advocates		
Respondent	VSR Infratech Pvt. Ltd.		
Respondent Represented through	Shri Kapil Bakshi Advocate		
Last date of hearing	Application for restoration- 23.01.2024		
Proceeding Recorded by	Naresh Kumari and HR Mehta		
Proceedings The present complaint vide order dated 26.08.2019 was dismissed as withdrawn on account of the written statement duly signed by the complainants stating that the complainants do not want to proceed with the complaint as the matter has been settled with the respondent and the same was recorded during the hearing by the adjudicating officer. An application on 03.08.2023 has been filed by the complainants for revival of complaint wherein it is stated that the builder/promoter is not abiding the			

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



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settlement agreement and not registering the property even after payment of Rs. 12,73,334/- as stamp duty. To justify his delay in filing the application, the applicant mentions that he is a NRI and a senior Russian citizen who was unable to file the present application due to Covid 19 and was also suffering from tumor of left kidney and brain tumor. Due to operation and treatment, he could not come back from Russia.

On 05.12.2023, the counsel for the respondent was directed to file the reply to the application for revival of the complaint and was also directed to explain as to why possession has not been handed over to the complainant and no conveyance deed has been executed till date despite having paid the consideration amount including payment of stamp duty charges.

The counsel for the respondent has filed objections to the aforesaid application for restoration on 11.03.2024 wherein it is stated that till date an amount of Rs. 1,39,92,511/- excluding TDS has been paid to the complainants and the complainant is liable to make payment of Rs. 17,24,022/- even after adjusting the amount payable by the respondent i.e., Rs.27,69,994/- (Amount towards bulk electricity charges, maintenance charges, MCG post-OC charges) – (minus) Rs.10,45,972/-.

The complainant present in person states that the respondent is demanding an amount towards maintenance charges without giving possession of the subject unit.

The application for restoration is allowed limited to the extent of fulfillment of terms and conditions of settlement deed.

The complainant is directed to file documents stating that as to what claims in terms of settlement agreement remains to be honored by the respondent within a period of 45 days after supplying a copy to the counsel for the respondent.

The respondent is also directed to file response to the following in the registry of the authority with an advance copy to the counsel for the complainant within a period of 45 days:



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- i. Who is in possession of the unit in question as on date?
- ii. Whether the subject units have been put on lease and if yes, who is enjoying the lease rentals as on date?
- iii. The particular clause of the agreement/MOU/lease agreement as per which the respondent is demanding maintenance charges from the complainant?

Matter to come up on 14.05.2024 for further proceedings before full bench.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
19.03.2024