



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2684 OF 2023

Sanjay Prakash Verma & Reeta Verma

....COMPLAINANTS

Versus

**1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.**

2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

CORAM: Parneet S Sachdev

Chairman

Nadim Akhtar

Member

Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Date of Hearing: 20.02.2025

Hearing: 4th

Present: Mr. Anish Gupta, counsel for the complainant in present.

**Mr. Jagdeep Rana, proxy counsel for Ms. Mahak Swahney, counsel
for the respondent no.1.**

Mr. E.Krishna Dass, Counsel on behalf of respondent no. 2.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. As per the last order dated 26.09.2024, the impleadment application filed by the Monitoring Agency was allowed and the agency was directed to submit its

reply. Further, the Resolution Applicant was instructed to disclose the quantum and breakup of all charges levied on the allocated units, including those already demanded from allottees and any prospective charges that may arise. In compliance with these directions, the respondent submitted an affidavit on 18.02.2025. Furthermore, the reply on behalf of the Monitoring Agency was also received on the same date.

2. Today, the Ld. Counsel for the complainant appeared and relied on clause 1.4 of the Builder Buyer Agreement (BBA), which stipulates that the specified charges shall be levied only at the time of the offer of possession. He further submitted that as per instructions from his client, they are willing to pay the Rs. 390/- charges but only upon a valid offer of possession.
3. Ld. counsel for the Resolution Applicant submitted that he has already filed an affidavit detailing the bifurcation of all charges. He further contended that it is now the duty of the Monitoring Agency to determine the appropriate time for the payment of these charges. Ld. counsel for the Monitoring Agency, stated that the primary dispute initially revolved around both the quantum of charges and the timing of payment. Since the complainants have now agreed to pay the amount, the only remaining issue pertains to when these charges should be paid. To substantiate this, he asserted that the Monitoring Agency has been raising demands strictly in accordance with the approved resolution plan. He specifically relied on page 31 of the plan, where Clause 7 states that the mentioned charges shall be payable as and when they accrue and arise. He

further emphasized that the agency has already installed the requisite services and incurred the associated costs. Upon this, the Authority raised a query regarding the current physical status of the project. In response, the Learned Counsel for the Monitoring Agency orally submitted that the towers are complete. He further stated that the agency has already applied for registration with HRERA and is in the process of renewing the project's license.

4. On the other hand, the Learned Counsel for the complainant raised an objection to the statement made by the Monitoring Agency. He contended that the NCLT has accepted certain terms of the resolution plan while rejecting others. He further argued that the specific clause relied upon by the counsel for the Monitoring Agency has been refused by the NCLT. Consequently, in such a scenario, the terms of the Builder Buyer Agreement (BBA) must be adhered to and construed accordingly. The Authority posed another question to the Ld. counsel for the Monitoring Agency, inquiring about the timeline for offering possession to the allottees. In response, he stated that they are willing to issue the offer of possession as soon as the project's license is renewed.
5. However, Ld. counsel for the complainant contended that the project has outstanding dues of ₹18.13 crores payable to the Department of Town and Country Planning (DTCP), which the agency is currently unable to clear. He argued that the license cannot be renewed until these dues are fully paid.
6. In response, Ld. counsel for the Monitoring Agency submitted that regarding the pending External Development Charges (EDC) and Internal Development



Charges (IDC) dues, he informed that the agency has opted for one time settlement scheme "*Samaadhan Se Vikas*". As part of this process, a list of flats pledged for the settlement of dues has been submitted to the department. These flats have already undergone inspection by the Department of Town and Country Planning, Gurugram. He added that they are willing to pay the principal amount of the External Development Charges (EDC) and Internal Development Charges (IDC) but intend to challenge the interest component through a writ petition. He further submitted that they are actively pursuing the matter with the Town and Country Planning Department and have sought additional time to complete the necessary formalities.

7. The Authority has considered the arguments presented by both the parties and grants an opportunity to the Monitoring Agency to expedite the settlement of pending EDC/IDC dues with DTCP. The agency is directed to coordinate with the department and submit a status report before date of next hearing.
8. On perusal of the file it has been revealed that payment details submitted by the complainant are not supported by complete receipts. Therefore, complainant is directed to submit on affidavit, payment details in tabular form along with relevant proof thereby mentioning date of payment, amount and page no. wherein proof of such payment is annexed. Further, it has come to the notice of the Authority that the respondent has not paid earlier imposed cost vide order dated 09.05.2024 of Rs. 5000 payable to Authority and Rs. 2000

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payable to the complainant. Respondent is directed to pay already imposed cost.

9. Further, a decision on the payment of further amounts by the allottees can only be taken once the facts become clear and respondent No 2 provides its submissions.

10. Cases are adjourned to 22.05.2025.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]