

<b>PROCEEDINGS OF THE DAY</b>		<b>1-4</b>
Day and Date	Tuesday and 23.07.2024	
Complaint No.	CR/1571/2019 Case titled as Rashida Ridzhal VS VSR Infratech Private Limited CR/1575/2019 Case titled as Rashida Ridzhal VS VSR Infratech Private Limited CR/1576/2019 Case titled as Rashida Ridzhal VS VSR Infratech Private Limited CR/1577/2019 Case titled as Rashida Ridzhal VS VSR Infratech Private Limited	
Complainant	Rashida Ridzhal	
Represented through	S/Shri Partap Sharma and Sushil Yadav Advocates	
Respondent	VSR Infratech Private Limited	
Respondent Represented	Ms. Shriya Takkar and Ms. Smriti Srivastava Advocates	
Last date of hearing	14.05.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings-cum-order</b>		
<p>The application for restoration was allowed limited to the extent of fulfillment of terms and conditions of settlement deed dated 04.04.2022.</p> <p>The complainant was directed to file documents stating that as to what claims in terms of settlement agreement remains to be honoured by the respondent within a period of 45 days after supplying a copy to the counsel for the respondent. The respondent was 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:</p>		
<ol style="list-style-type: none"> <li>1. Who is in possession of the unit in question as on date?</li> </ol>		



HARERA  
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY  
GURUGRAM *CL/1571/2019*  
हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी डब्ल्यू डी विश्राम गृह सिविल लाईंस गुरुग्राम हरियाणा

- 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?

The counsel for the respondent states that:

- i. The unit has been leased out to M/s BNM Hotel Pvt. Ltd. and are in possession of the unit since September, 2023.
- ii. The lease rental is getting accrued in the name of the respondent, but no amount is received as the complainant has not yet clarified as to whether they want to avail the alleged buy back option or want to lease out the unit on their behalf by the respondent.
- iii. The respondent is seeking maintenance charges from the complainant allottee only till September 2023 in terms of Clause 12 of the MoU dated 26.08.2019.

That as per cause 11 of settlement agreement dated 04.04.2022 "*supersedes all previous understandings & arrangements whether written or oral, if any between the parties*" and there is no maintenance clause in the amended settlement agreement.

Further that the respondent is willing and ready to execute the conveyance deed in favour of the complainant-allottee even keeping the issue of outstanding dues pending till the same is adjudicated by the Authority. However, if the complainant is not willing to get the CD executed, the request for refund should be made by the complainant which can be considered after deduction of earnest money and assured return already paid.

On ~~last~~ date of hearing i.e., 14.05.2024, complainant was directed to clarify in writing whether the complainant wishes to proceed with the project by executing the conveyance deed or wishes to withdraw from the project for seeking refund within a period of 15 days. The respondent may also file the details regarding the amount paid by the complainant and amount paid towards assured return till date.

Now, on 04.06.2024 complainant has filed applications for compliance of order dated 14.05.2024 along with calculation sheet, asking for following reliefs in it:



HARERA  
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY  
GURUGRAM CR/1571/2019  
हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी डब्ल्यू डी विश्राम गृह सिविल लाईंस गुरुग्राम हरियाणा

1. Direct the respondent to execute and register conveyance deed in favour of complainant.
2. Direct the respondent to cancel the maintenance bill amounting to Rs.32,76,994/- because neither the physical possession nor the conveyance deed of the units was executed in favour of complainant.
3. Direct the respondent to pay the complete guaranteed rent amount of Rs.90,32,885/- up to 23.07.2024 along with 18% interest; or direct the respondent to pay as per calculation submitted.
4. Direct the respondent to pay Rs.50,00,000/- on account of damages, mental agony, harassment, to and from Russia to India because of non-fulfilment of MOU.

On 16.07.2024, an application was filed by respondent to place on record additional facts i.e., calculation sheets and bank account statements on record stating that aforesaid amount of Rs.1,54,65,203/- needs to be adjusted from the amount liable to be refunded by the respondent.

Arguments heard.

The respondent is directed to execute the conveyance deed in respect of three units bearing number SA4-25, SA3-11 and SA3-12A in favour of the complainant within a period of 6 weeks and to pay the outstanding amount of assured return cum guaranteed rent as agreed in the settlement agreement dated 04.04.2022.

Matter stands disposed off. File be consigned to the registry.

Ashok Sangwan  
Member

v.l - 3  
Vijay Kumar Goyal  
Member

Arun Kumar  
Chairman  
23.07.2024