

PROCEEDINGS OF THE DAY		9
Day and Date	Wednesday and 23.04.2025	
Complaint No.	CR/1597/2024 Case titled as Gaurav Jain and Shweta Nahar VS Martial Buildcon Private Limited & M3M India Private Limited	
Complainant	Gaurav Jain and Shweta Nahar	
Represented through	Shri Akhil Agarwal Advocate	
Respondent	Martial Buildcon Private Limited & M3M India Private Limited	
Respondent Represented	Ms. Smriti Srivastava, Advocate	
Last date of hearing	19.02.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
Order pronounced.		
No case for delay possession charges is made out.		
The respondents/promoter shall handover possession of the unit/food court to the complainants in terms of the buyer's agreement dated 18.08.2017, on payment of outstanding dues, if any within a period of 60 days.		
The complainants are liable to pay applicable taxes and charges that are payable to the concerned authorities. However, the complainant would be entitled to proof of such payments to the concerned departments, before making payments under the aforesaid heads. Further, in case of default, the respondents/promoter can charge interest on the delayed payments at the prescribed rate i.e., 11.10% only.		
The respondents/promoter shall not charge anything from the complainants which is not the part of the buyer's agreement. However, the		



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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियमक प्राधिकरण, गुरुग्राम
CR/544/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

respondents/promoter is not entitled to claim holding charges from the complainants/allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020.

Detailed order will follow. Matter stands disposed off.


Ashok Sangwan
Member
23.04.2025