

PROCEEDINGS OF THE DAY
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Day and Date	Thursday and 10.10.2024
Complaint No.	MA NO. 665/2024 in CR/4426/2024 Case titled as Ashok Kumar Jain and Suman Lata Jain VS Roshni Builders Private Limited
Complainant	Ashok Kumar Jain and Suman Lata Jain
Represented through	Shri Abhay Jain Advocate
Respondent	Roshni Builders Private Limited
Respondent Represented through	Ms. Shriya Takkar and Ms. Smriti Srivastava Advocates
Last date of hearing	Application u/s 36 of the Act
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 13.09.2024 and registered as complaint no. 4426 of 2024 but the reply is not received on till date.

The counsel for the complainant has filed an application on 13.09.2024 under section 36 and 37 of the Act of 2016 requesting to direct the respondent not to lease out the commercial space of the complainants and execution of conveyance deed in favour of the complainants as the stamp duty and registration charges have already been paid by the complainants.

On 04.10.2024, the counsel for the respondent has filed a reply to the application filed by the complainants in which it is mentioned that the leasing out of the unit is as per clause 1.19 of the buyer's agreement and lease facilitation agreement dated 31.01.2024.

The counsel for the complainant is seeking directions to the respondent not to lease out the unit, to reconstruct the wall of the unit and also to execute the conveyance deed in favour of the complainant.

The counsel for the complainant states that physical possession of the unit has been handed over on 31.1.2024 (page 84 of the complaint) and fitting and



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

New PWD Rest House, Civil Lines, Gurugram, Haryana

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

MA No- 685/2024 In Case No- 4728/2024

fixtures in is in accordance with the plans and specifications mentioned in the buyer agreement. The counsel for the complainant further states that they have received the letter of proposal for leasing out of the unit on 8.4.2024 but the complainant refused to accept the same vide e-mail dated 28.7.2024.

The counsel for the respondent states that the relief sought by the complainant in the application u/s 36 of the Act, is same as the relief sought in the main complainant and this application may not be allowed. Further states that proposal to lease out the unit is as per agreed terms and conditions of the BBA and facilitation agreement dated 31.1.2024.

Part arguments heard.

Matter to come up before **Full bench** on 19.11.2024 for further proceedings.

V.I-3

Vijay Kumar Goyal

Member

10.10.2024