

PROCEEDINGS OF THE DAY		42
Day and Date	Tuesday and 01.03.2023	
Complaint No.	CR/6487/2022 Case titled as Vikas Kapoor Vs Ramprastha Promoters & Developers Private Limited	
Complainant	Vikas Kapoor	
Represented through	Shri Sanjeev Sharma Advocate	
Respondent	Ramprastha Promoters & Developers Private Limited	
Respondent Represented	Ms. R. Gayatri Mansa Advocate	
Last date of hearing	17.02.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 30.09.2022 and the reply on behalf of respondent was received on 25.01.2023.		
Vide order dated 25.01.2023, the respondent was directed to submit a copy of layout plan indicating the site allotted to the complainant within a period of one week and the same have not been submitted till date.		
Succinct facts of the case as per pleadings and annexures are as under:		
S. N.	Particulars	Details
1.	Name of the project	"Ramprastha City", Sectors 37C and 37D, Gurugram, Haryana
2.	Project area	105.402 acres
3.	Nature of the project	Residential Colony
4.	DTCP license no. and validity status	128 of 2012 dated 28.12.2012 valid upto 06.4.2025



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**HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/648/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

5.	Name of licensee	KNS Nirman
6.	RERA Registered/ not registered	Not registered
7.	plot no.	Nursing home plot falling on 60-meter-wide road (Page no. 18 of the complaint)
8.	Unit admeasuring area	1195 sq. Yds. (approx. 0.25 acres) (Page no. 23 of the complaint)
9.	Memorandum understating of	22.01.2015 (Page no. 24 of the complaint)
10.	Addendum Memorandum understating to of	05.10.2018 (Page no. 23 of the complaint)
11.	Date of execution of plot buyer's agreement	N. A.
12.	Possession clause	4. That for Clause 3 (3.1) pertaining to time of handing over the possession and penalty, the following clause mentioned herein under shall substitute the one written in the MOU. "Subject to terms in clause and subject to the allottee having complied with all the terms and condition of this agreement and the application and not being in default under any of the provisions of this agreement and compliances with all provisions, documentation etc. as prescribed by the RAMPRASTHA, RAMPRASTHA proposed to hand over the possession of the LAND from one year of the finalization of alignment of the 60-meter road by Huda sector. The



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		allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of One hundred and twenty (120) days, for applying and obtaining the ALL/ANY certificates required."
13.	Due date of possession	N. A
14.	Basic price of the plot	Rs.89,62,500/- [As per memorandum of understating at page no. 19 of the complaint]
15.	Amount paid by the complainant	Rs.82,50,000/- [As per submitted by complainant page no. 6 of the complaint and the same was admittedly by the respondent in his reply]
16.	Occupation certificate /Completion certificate	Not received
17.	Offer of possession	Not offered

The counsel for the respondent states that the respondent has applied for a revised layout plan to the competent authority on account of certain re-alignment and approval is expected within one month. Thereafter, the respondent shall commit deadline within which possession of the allotted Nursery Home site can be handed over to the complainant.

Matter to come up on 12.04.2023 for further proceedings. Meanwhile, the respondents are directed not to cancel the unit of the complainant.

Ashok Sangwan
Member
01.03.2023