

PROCEEDINGS OF THE DAY		28
Day and Date	Wednesday and 11.10.2023	
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	17.05.2023/29.08.2023	
Proceeding Recorded by	Naresh Kumari	
Proceedings		
The present complaint was filed on 30.09.2022 and the reply on behalf of respondent was received on 25.01.2023.		
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 06.04.2025
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)

CR/6487/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Unit area admeasuring	1195 sq. Yds. (approx. 0.25 acres) (Page no. 23 of the complaint)
9.	Memorandum of understating	22.01.2015 (Page no. 24 of the complaint)
10.	Addendum to Memorandum of understating	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 <b>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.</b> The 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	22.01.2018 (calculated from the date of MOU) [Calculated as per <b>Fortune Infrastructure and Ors. vs. Trevor</b>

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		<b><i>D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i></b>
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 demarcation approval of the project is pending with the DTCP and possession of the site will be handed over to the complainant after receipt of occupation certificate.

The counsel for the complainant states that possession may be handed over on demarcation.

Arguments heard.

Order reserved.

Matter to come up on **08.11.2023** for pronouncement of order.

Ashok Sangwan  
 Member  
 11.10.2023