

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**Complaint no.: 5035 of 2024 & Ors.  
Date of decision: 20.01.2026

NAME OF THE BUILDER		M/s Tashee Land Developers Private Limited & M/s KNS Infracon Private Limited	
PROJECT NAME		"Capital Gateway"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5035/2024	Nand Kishore Todi & Shashi Prava Todi Vs M/s Tashee Land Developers Private Limited & M/s KNS Infracon Private Limited	Shri Bhriugu Dhama, Advocate for complainant None for Respondent no.1 Shri Shubham & Ms Upasana, Advocate for Respondent no. 2
2.	CR/5030/2024	Nand Kishore Todi & Shashi Prava Todi Vs M/s Tashee Land Developers Private Limited & M/s KNS Infracon Private Limited	Shri Bhriugu Dhama, Advocate for complainant None for Respondent no.1 Shri Shubham & Ms Upasana, Advocate for Respondent no. 2
3.	CR/5031/2024	Nand Kishore Todi & Shashi Prava Todi Vs M/s Tashee Land Developers Private Limited & M/s KNS Infracon Private Limited	Shri Bhriugu Dhama, Advocate for complainant None for Respondent no.1 Shri Shubham & Ms Upasana, Advocate for Respondent no. 2
4.	CR/5032/2024	Nand Kishore Todi & Shashi Prava Todi Vs M/s Tashee Land Developers Private Limited & M/s KNS Infracon Private Limited	Shri Bhriugu Dhama, Advocate for complainant None for Respondent no.1 Shri Shubham & Ms Upasana, Advocate for Respondent no. 2

**CORAM:**Shri Arun Kumar  
Shri P S Saini**Chairman**  
**Member****ORDER**

1. This order shall dispose of all the 4 complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "**Capital Gateway**" being developed by the same respondent/promoter i.e., M/s Tashee Land Developers Private Limited & M/s K N S Infracon Private Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking delay possession along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

<b><i>Project Name and Location</i></b>	<b><i>"Capital Gateway", Sector- 111, Gurugram, Haryana.</i></b>
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## 2. Possession

".....the First Party/Confirming Party proposes to handover the possession of the Flat to the Purchaser within approximate period of **24 months from the date of this Agreement**. The Purchaser agrees and understands the First Party/Confirming Party shall be entitled to a **grace period of 180 days (One Hundred and Eighty) days** after the expiry of 24 months, for applying and obtaining the occupation certificate in respect of the Colony from the concerned authority..."

**(Emphasis Supplied)**

*(BBA at page 53-54 of complaint)*

OC: Not on record

Offer: Not Offered

### **Cancellation (due to non-payment): 30.12.2018**

Comp. No.	Date of BBA	Unit no. and area	Total sale consideration and amount paid	Due Date of possession
CR/5035 /2024	23.02.2018 [pg. 41 of complaint]	1404, 13 <sup>th</sup> floor, Tower G 2049 sq. ft. [at page 46 of complaint]	TC ₹62,49,450/- [at page no. 48 of complaint] AP ₹5,60,000/- [page no. 40 of complaint]	23.02.2020 [at page no. 53-54 of complaint]
CR/5030 /2024	23.02.2018 [pg. 38 of complaint]	301, 3 <sup>rd</sup> floor, Tower H 2359 sq. ft. [at page 43 of complaint]	TC ₹71,94,950/- [at page no. 45 of complaint] AP ₹5,60,000/- [page no. 36 of complaint]	23.02.2020 [at page no. 50-51 of complaint]
CR/5031 /2024	23.02.2018 [pg. 45 of complaint]	302, 3 <sup>rd</sup> floor, tower H 2359 sq. ft [at page 52 of complaint]	TC ₹71,35,975/- [at page no. 54 of complaint] AP ₹5,60,000/- [at page no. 43 of complaint]	23.02.2020 [at page no. 59-60 of complaint]

CR/5032 /2024	23.02.2018 [pg. 43 of complaint]	403, 4 <sup>th</sup> floor, tower D 1874 sq. ft [at page 48 of complaint]	TC ₹59,96,800/- [at page no. 50 of complaint] AP ₹5,60,000/- [at page no. 42 of complaint]	23.02.2020 [at page no. 55-56 of complaint]
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**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**  
**TC: Total consideration**  
**AP: Amount paid by the allottee(s)**

4. It has been decided to treat the aforesaid complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/5035/2024 Case titled as Nand Kishore Todi and Another VS Tashee Land Developers Private Limited & KNS Infracon Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua the reliefs sought by the complainant-allottees.

**A. Unit and Project related details:**

6. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Capital Gateway", Sector- 111, Gurugram
2.	Nature of the project	Group Housing Colony
3.	Area of project	10.462 acres
4.	RERA Registered/ not registered	Registered vide registration no. 12 of 2018 dated 10.01.2018 with RERA, Panchkula Extension certificate provided by RERA, Gurugram u/s-6 of Act vide no. RC/REP/HARERA/GGM/12 of 2018/7(3)/2022/3 dated 09.08.2022 which is valid upto 30.06.2025 for both phase-I and II
5.	License no. and validity	34 of 2011 dated 16.04.2011 Valid upto 15.04.2029
6.	Letter sent by M/s Soni Infratech pvt. Ltd. to complainant for acceptance of complainant's request for refund and amount adjustment for allotment being changed from "Orion Galaxy" to allotment of 4 units in the project "Capital Gateway"	14.03.2018 (Page 38 of complaint) Confirmed by R-1 and sent by M/s Soni Infratech pvt. Ltd.
7.	Application form	30.04.2018 as alleged by respondent in written submission
8.	Date of execution of flat buyer's agreement with the complainant	23.02.2018 Executed by R-1 and R-2 (Stamp paper annexed with agreement at Page 41 of complaint)
9.	Unit no.	1404, 13 <sup>th</sup> floor, tower G (as per BBA at page 46 of complaint)
10.	Unit area admeasuring	2049 sq. ft. (as per BBA at page 46 of complaint)
11.	Possession clause	<b><u>2. Possession</u></b> "2.1 ....the First Party/Confirming Party proposes to handover the possession of the Flat to the

		<p><i>Purchaser within approximate period of 24 months from the date of this Agreement. The Purchaser agrees and understands the First Party/Confirming Party shall be entitled to a <b>grace period of 180 days</b> (One Hundred and Eighty) days after the expiry of 36 months, for applying and obtaining the occupation certificate in respect of the Colony from the concerned authority..."</i></p> <p style="text-align: right;"><b>(Emphasis Supplied)</b></p> <p>(BBA at page 53-54 of complaint)</p>
12.	Due date of possession	23.02.2020 (as per BBA)
13.	Basic sale consideration	Rs.62,49,450/- (As per BBA at page 48 of complaint)
14.	Amount paid	Rs.5,60,000/- [page no. 40 of complaint]
15.	Payment plan	100% on application as per annexure D of BBA at page 81 of complaint
16.	Discount of Rs. 10,50,000/- letter	26.11.2018 sent by R-1 (page 82 of complaint)
17.	Legal notice	21.05.2025 stated by complainant in CRA
18.	Occupation certificate	Not obtained as confirmed from DTCP website
19.	Offer of possession	Not offered
20.	Reminder's letter	26.09.2018 17.10.2018 17.11.2018 outstanding due of Rs.68,25,895 and interest of Rs. 1,22,290/- (at page 17 of written submission by respondent no. 2)
21.	Cancellation notice	30.12.2018 due to non-payment (at page 20 of written submission)
22.	Bank transaction details by complainant vide application dated 26.12.2025 for placing on record additional documents	Rs.4,26,249/- dated 06.04.2015 Rs.74,95,400/- dated 06.04.2015 Rs.40,00,000 dated 06.04.2015 Rs.5,39,677/- dated 06.04.2015 Rs.1,45,54,400/- dated 06.04.2015  Total Rs.2,70,15,726/- *all transferred to Soni Infratech

**B. Facts of the complaint:-**

7. The complainants have made the following submissions: -
- a. That the present complaint was filed by complainants through their power of attorney under section 31, 18 and 19 of the RERA Act, 2016, read with the Haryana Real Estate (Regulation and Development) Rules, 2017 against the respondent, seeking possession of the flat along with delay interest.
  - b. That M/ s Tashee Land Developers Private Limited is a company incorporated and registered under the provision of the Companies Act, 1956. That M/s KNS Infracon Private Limited is a company who is the owner of the land wherein project is situated.
  - c. That this complaint is being filed in respect of flat bearing unit no. 1404, 13<sup>th</sup> floor, Tower-G, having approximate super area of 2,049 sq. ft, along with one mandatory covered car parks in a group housing project "**Capital Gateway**" bearing license number 34 of 2011 situated at Sector-111, Revenue Estate of Village Chauma Tehsil and District Gurgaon, Haryana.
  - d. That complainants fall within the definition of allottee under section 2(d) of RERA as the complainants herein are the persons to whom aforementioned flat has been allotted by the respondents.
  - e. That the complainants had booked Four flats bearing unit nos. H-301, H-302, G-1404 and D-403 with respondent no. 1 and respondent no. 2, in the aforesaid project for a total consideration of Rs. 2,65,77,175/-. The details of the same are as follows:

<b>FLAT NO.</b>	<b>CONSIDERATION</b>
H-301	Rs. 71,94,950/-
H-302	Rs. 71,35,975/-
G-1404	Rs. 62,49,450/-
D-0403	Rs. 59,96,800/-

<b>Total</b>	<b>Rs. 2,65,77,175/-</b>
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- f. That respondent nos. 1 & 2, entered into a Builder-Buyer Agreement dated 23.02.2018 with the complainants for the allotment of a flat unit bearing no. G-1404 in the project. By virtue of the said agreement, the unit was allotted to the complainants for a consideration of Rs. 62,49,450/-.
- g. That a sum of Rs. 2,70,15,726/- was adjusted from the amount received from M/s Soni Infratech Pvt. Ltd. This amount of 2,70,15,726/- was duly acknowledged by respondent no. 1 vide letter dated 14.03.2018 sent to the complainants wherein they stated that in view of their request for adjustment of the refund payable by the company against cancellation of their bookings of two flats in project "Orion Galaxy", the amount of Rs.2,70,15,726/-, would be credited against the allotment of unit nos. H-301, H-302, G-1404 and D-403 in group housing project "Capital Gateway".
- h. That in addition to the above adjusted amount the complainants also paid an additional sum of Rs.16,80,000/-, which was duly acknowledged by the respondent no.1 vide 3 receipts dated 31.08.2018 in respect of aforementioned 4 flats.

<b>FLAT NO.</b>	<b>RECIPT NO.</b>	<b>BALANCE PAYMENT</b>
H-301	9073	Rs. 5,60,000/-
H-302	9074	Rs. 5,60,000/-
G-1404 & D-403	9075	Rs. 5,60,000/-
<b>Total</b>		<b>Rs. 16,80,000/-</b>

- i. That it was agreed that excess amount will be adjusted for the other demands i.e. parking, club memberships, firefighting charges, Sewerage Treatment Plant and other facilities of the respective flats as per terms of the contract.
- j. That as per terms of clause 2.1 of the BBA, the respondent nos. 1 & 2 were obligated to handover possession of the unit within a period of

- 24 months from the date of builder buyer agreement, i.e. by 23.02.2020.
- k. That the respondent no. 1 through letter dated 26.11.2018 informed the complainants, that against the units purchased by the complainants, i.e. unit Nos. D-403, G-1404, H-301 and H-302, the complainants would be given a discount of Rs.10,50,000/-, at the time of possession.
- l. That during the period February 2020 to January 2024, the complainants themselves and through their representatives in India repeatedly followed up with the respondents on the delivery of their flat telephonically. However, the respondents have failed to respond to the complainants and have failed to provide any information on delivery of their flat.
- m. That since it was more than 4 years from the delivery of possession of the flat, in terms of the BBA, and despite follow ups from the complainants, the respondents failed to deliver the flat to the complainants, they were constrained to issue a legal notice on 21.05.2024 to the respondents seeking handing over of possession along with interest at the rate of 10.80%, (as per prevailing highest MCLR of SBI), calculated up to 30.04.2024, amounting to Rs.28,25,272/-, within a period of 15 days from date of receipt of the notice.
- n. That in terms of clause 2.1 of the BBA, the respondent nos. 1 and 2 were obligated to hand over possession of the flat to the complainants by 23.02.2020. It was on this assurance the complainants had booked a flat in the respondent's project. However, more than 4 years have lapsed from the agreed date of

possession, i.e. 23.02.2020, however till date the complainants have not received possession of the flat. The complainant has regularly followed up with the respondent no.1 regarding the progress of the flat, however the complainant received no response on the possession of their flat.

- o. That the complainants have invested their hard-earned money towards purchase of the flat. However, till date they have not received possession of the same.
- p. That the complainants have not received possession of their flat even after the passage of more than 4 years from the date of possession, i.e. 23.02.2020, the complainants are entitled to seek possession of their flat along with delayed interest in terms of section 18 of the RERA read with Rule 15 of the HRERA.
- q. The cause of action in respect of the aforesaid complaint arose on 23.02.2018 when the complainants and respondents entered into BBA of flat bearing no. G-1404. The cause of action again arose on 31.08.2018 when the amount of Rs.2,70,15,726/- was adjusted towards four flats bearing numbers H-301, H-302, G-1404 and D-403 in group housing project "Capital Gateway" allotted by respondent no. 1 to the complainants. The cause of action further arose when the complainants paid an additional amount of Rs. 16,80,000/- to the respondent no.2. However, the respondents have failed to respond to the complainants and have failed to provide any information on delivery of their flat. The cause of action again arose on 21.05.2024, when the complainants were constrained to issue a legal notice to the respondents seeking handing over of possession along with interest at the rate of 10.80%, calculated upto

30.04.2024, within a period of 15 days from date of receipt of the notice. Since the respondents have still not handed over possession of the flat or the delayed interest in terms of section 18 of RERA, the cause of action is continuing, and the present complaint is being filed expeditiously.

- r. That as per clause 2.3 of the BBA in case the respondent fails to offer possession of the subject property within a period of 30 months from the date of agreement, it shall be liable to pay to purchaser compensation calculated @ Rs. 5/- per Sq. Ft. for every month of delay. However, the complainants herein are not claiming compensation vide the present complaint, however, complainants reserved their rights and remedy available to them to sue the respondents for compensation as per law.

**C. Relief sought by the complainant:**

8. The complainants have sought following relief:
- a. To direct the respondents, jointly and severely, to hand over possession of flat bearing no. 1404, 3<sup>rd</sup> floor, G tower, having approximate super area of 2049 sq. ft, along with one mandatory covered car parks.
  - b. To direct the respondents, jointly and severely, to pay interest at the rate of 11.80 percent: -
    - (i) From 23.02.2020 till filing of the present complaint which amounts to Rs. 31,90,969.17/- (as calculated on 23.09.2024) in terms of section 15 of RERA, and
    - (ii) From September 2024 till the pendency of the present litigation, and
    - (iii) From the date of final order in the present litigation till the date of actual possession.

**D. Reply filed by the respondent no. 1 & respondent no. 2**

9. That sufficient opportunity vide orders dated 08.01.2025, 05.02.2025, 05.03.2025 & 14.05.2025 given to respondents to file reply. On 14.05.2025, the respondents are directed to file reply within 2 weeks in the registry with cost of Rs.5,000/- to be paid to the complainants subject to last opportunity. In case reply is not filed within the time allowed, the defence of the respondent may be struck off. On 03.09.2025, it was recorded that sufficient opportunities have been granted to the respondents to file reply. In view of the above, the defence of the respondent no. 1 & 2 is struck off vide order dated 03.09.2025. However, on 15.10.2025 in the interest of justice, an opportunity is given to the parties to file written submissions within a period of 2 weeks.

**E. Written submission of behalf of Respondent no.2:**

10. The respondent has contested the complaint on the following grounds:
- a. That the respondent no.2 denies each and every allegation, contention and averment made by the complainant and nothing stated in the complaint is admitted by the respondent no. 2 the same is specifically and unequivocally admitted herein.
  - b. That the complaint filed by the complainant, is wholly misconceived, motivated, untenable and being not at all bona fide on any counts. It is liable to be dismissed with exemplary costs besides also being bereft and devoid of merits.
  - c. That the complaint is not maintainable since complainant has no locus standi to move this complaint and is only used as a tool to harass the respondent by abusing the process of laws. The complainants have

- concealed the facts that he has neither transferred the payments to the respondent no. 1.
- d. That the complainants have failed to adhere to the mandatory procedural requirements prescribed under Rule 28 of the Rules, 2017. The omission of such compliance renders the complaint procedural defective and unsustainable.
  - e. That the complaint, as presented, is a concoction of misrepresentations and falsehoods, bereft of any legitimate cause of action. It is, accordingly, liable to be dismissed "*in limine*".
  - f. That the complainant has tried to mislead this Authority by stating the wrong, and factually incorrect "List of dates" and which itself are contradictory as per his complaint and admissions.
  - g. That the complainants have deliberately withheld and distorted material facts essential for the just and equitable adjudication of the present dispute. The respondents hereby place on record the true and accurate facts, as delineated hereinafter, for the Authority's fair consideration. The allegations levelled by the complainants are demonstrably false, vexatious, and devoid of any factual or legal substratum. They appear to have been concocted and advanced with the *malafide* intent to harass the Respondents and to derive undue and unlawful enrichment therefrom, thereby constituting a clear abuse of the adjudicatory process.
  - h. That the complainant herein is the speculative investor who has booked multiple flats in the group housing project "Capital Gateway" of respondent no.2 through its Authorized Representative. The complainants have deliberately concealed material facts and has

falsely claimed to have made payments directly to the respondent no.1. This misrepresentation is a clear attempt to withhold the truth from this Authority. The complainants have also neither provided the details of the alleged fund transfer nor furnished any bank statement evidencing the date he has transferred the payment to the respondent no.-1 as claimed in the complaint. The complainant has tried to mislead this Authority by stating that some arrangements of transfer of the funds has happened from other project, the respondent no. 1 have no confirmation or any such proof provided to them where he has paid the amount.

- i. That the complainant through its Authorised Representative has expressed interest in making investment by purchasing flats in the group housing project of the respondent no.2. Accordingly, the complainants have approached the management of the respondent no.1 with an intention of booking certain flats under down payment scheme.
- j. That thereafter the complainants have approached the respondent no. 1 which was the authorized marketing agent of the respondent no.2, duly empowered to carry out advertisement, marketing and collection of funds. Being fully aware of this arrangement, the complainant engaged in discussion with respondent no.1 regarding the ongoing project of the respondent no.2 situated at sector 111, Gurugram, under name and style of "Capital Gateway" and subsequently applied for a fresh booking of 4 flats in the project.
- k. That on 09.05.2018, the complainant through its authorized representative has submitted to the respondent no. 1 the duly signed and filled up application form dated 30.04.2018 for the booking 4 flats

in the aforesaid project of respondent no.2. Respondent no. 1 have accepted the application for the booking on 09.05.2018 of the complainant by accepting the said application for the booking of 4 Flats against the down payment plan and accordingly had principally hold those selected units as per complainant's commitment and assurance to pay the complete consideration amount. Thereafter, the respondent no. 1 has discussed multiple of times about the payment of sales consideration of the aforesaid flats.

- l. That subsequently, complainant represented that he needs Builder Buyer's Agreement (BBA) for the purpose remittance of funds from the United States (U.S.) and on 31.08.2018, the complainant paid the token money of Rs 5 Lakhs per flat and have also paid the GST applicable cumulatively amounting to appx Rs 5.60 Lakh per flats, the receipt of which has duly issued by the respondent no.2. Based on the request of complainant and the respondent no. 1 & respondent no.2 has executed the BBA on 31.08.2018 by allotting 4 nos. of flats in the group housing project "Capital Gateway" relying that the complaint will make the payment within 10-15 days.
- m. That thereafter the respondent no. 1 has been following with the complainant and its representative to pay the balance consideration amounts. However, the complainant has failed to pay the sales consideration as per the terms and conditions of Application Form and BBA paid the amount.
- n. That, in November, 2018, the complaint further demanded some discount in the possession charges and other charges as per the terms of the BBA and promised to pay the full amount within 7 days. Since the company needs funds for construction and development of the

project, the company has given further discount of Rs. 2,62,500/- in each flats accumulating Rs.10,50,000/- in all the 4 flats and accordingly issued letter dated 26.11.2018.

- o. That due to nonpayment of sales consideration as per the terms and conditions of Application Form and BBA despite various demand and reminders, the respondent no. 1 & respondent no.2 has terminated the BBA and cancelled the allotment of flat and the same had been allotted to some other buyer and collected the amount as considerations.
  - p. That during the last five years, the complainant never approached respondent no. 1 with regard to the said flats. However, now that the project stands completed, and respondent no. 2 has received the Occupation Certificate, and with property prices in the sector having increased significantly, the complainant has chosen to file a false and frivolous complaint have resurfaced to claim possession, clearly with the intent to derive unlawful gains.
11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**F. Jurisdiction of the Authority**

12. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

**F.I Territorial jurisdiction**

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real

Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

**F. II Subject matter jurisdiction**

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

***Section 11(4)(a)***

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;*

*Section 34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee and the real estate agents under this Act and the rules and regulations made thereunder."*

15. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**G. Findings regarding relief sought by the complainants.**

- G.I. To direct the respondents, jointly and severally, to hand over possession of flat bearing no. 1404, 3<sup>rd</sup> floor, G tower, having approximate super area of 2049 sq. ft, along with one mandatory covered car parks.**

**G.II. To directed the respondents, jointly and severely, to pay interest at the rate of 11.80 percent:-**

- (i) From 23.02.2020 till filing of the present complaint which amounts to Rs. 31,90,969.17/- (as calculated on 23.09.2024) in terms of section 15 of RERA, and
  - (ii) From September 2024 till the pendency of the present litigation, and
  - (iii) From the date of final order in the present litigation till the date of actual possession.
16. The above-mentioned reliefs sought by the complainant, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.
17. In the present matter the complainants purchased a unit bearing no. 1404, 13<sup>th</sup> floor n Tower-G, admeasuring 2049 sq. ft. in the project Capital Gateway, Sector 111, Gurugram. The complainant paid an amount of ₹5,60,000/- against the sale consideration of ₹62,49,450/. An agreement was executed between the complainant and the respondent no. 1 & respondent no. 2 on 23.02.2018 and as per clause 2 of the agreement the respondent was obligated to complete the construction of the project and hand over the possession of the subject unit on or before 23.02.2020. The occupation certificate for the project has not yet been obtained from the competent Authority.
18. On 26.12.2025, the complainant filed application for placing on record additional documents. That vide application dated 26.12.2025, the complainant states that the complainants had earlier booked unit in the project "Orion Galaxy" which was developed by M/s Soni Infratech Pvt. Ltd.. Further, states that the refund amount against cancellation of the units of the complainants in the project "Orion Galaxy" to be paid by the company M/s Soni Infratech pvt. Ltd., was adjusted against the allotment of unit/flat nos. H-301, H-302, G-

1404 and D-0403 in the group housing Project "Capital Gateway" of the respondent no.1 and respondent no. 2 and the said understanding between concerned parties was captured in the acceptance letter dated 14.03.2018. The letter is duly issued and signed by M/s Soni Infratech Pvt. Ltd and M/s Tashee Land Developers Pvt. Ltd. accepted and acknowledged by the complainants.

19. The counsels for the complainants further submits that the acceptance letter/ undertaking dated 14.03.2018 stipulated that an amount of Rs.2,70,15,726/-, received by M/s Soni Infratech Pvt. Ltd. against the cancellation of the complainant's booking in the project "Orion Galaxy" was to be adjusted by M/s Soni Infratech Pvt. Ltd and the respondent no. 1 against the allotment of unit/flat numbers H-0301, H-0302, G-1404 and D-0403 in the respondents project. This letter is duly signed by M/s Soni Infratech Pvt. Ltd. and M/s Tashee Land Developers Pvt. Ltd. and acknowledged by the complainants. The complainant further states that the letter is sufficient proof that the respondent no. 1 had received the said amount of Rs.2,70,15,726/- from the complainants and respondent no. 2 has no locus standi to challenge the said letter dated 14.03.2018, since it is not privy to the same.
20. Furthermore, the complainants placed on record the bank transactions of Citibank and ICICI Bank, dated 06.04.2015, evidencing that the complainants had made payments to the tune of Rs.2,70,15,726/- to M/s Soni Infratech Pvt. Ltd. and the states that the same transactions may be read in conjunction with the letter dated 14.03.2018 issued by the respondent no. 1 make it evident that the sale consideration to the tune of Rs.2,70,15,726/- were made by the

complainants to M/s Soni Infratech Pvt. Ltd. which was adjusted by the respondent no. 1 against the allotment of units in their group housing project.

21. That counsels for the complainant states that the entire sale consideration amount of Rs.71,94,950/- as reflected in the BBA dated 23.02.2018 stood fully paid in the year 2015 to the respondent no.1, through M/s Soni Infratech Pvt. Ltd. and the balance payment of Rs.2,80,000/- was directly paid to the respondent no. 1.
22. The counsel for the respondent no. 2 denied each and every averment made by the complainants and challenged the letter dated 14.03.2018 annexed by the complainants. The counsel for the respondent no. 2 challenged the document dated 14.03.2018 placed on record by the complainant and states that the complainant is unable to provide proof of payment to M/s Soni Infratech Pvt. Ltd. which has transferred the allotment of the complainants to the project "Capital Gateway" being developed by Tashee Land Developers Private Limited & K N S Infracon Private Limited.
23. After consideration of the fact the Authority raised certain objections regarding the letter dated 14.03.2018 to the complainant and vide order dated 03.12.2025, the Authority observes that the document dated 14.03.2018 which form basic of filing the present complaint refers to a communication dated 14.03.2018 vide which allotment was changed. The said document itself is being challenged by the respondent no. 2 and further the complainant is unable to provide proof of payment to M/s Soni Infratech Pvt. Ltd. which has transferred the allotment of the complainants to the project "Capital

Gateway” being developed by Tashee Land Developers Private Limited & K N S Infracon Private Limited.

24. That in compliance of order dated 03.12.2025, the complainant filed application dated 26.12.2025 for placing on record additional documents.
25. The Authority after consideration of documents place on record by the complainants vide application dated 26.12.2025, is of view that all transaction were made only to M/s Soni Infratech Pvt. Ltd., neither respondent no.1 received any amount nor respondent no. 2. Through this application the complainants submits that the acceptance letter/undertaking dated 14.03.2018 stipulated an amount of Rs.2,70,15,726/- received by M/s Soni Infratech Pvt. Ltd. against the cancellation of the complainant’s booking in the project was to be adjusted in the group housing project. Further the complainant placed on record the bank transactions of Citibank and ICICI Bank, dated 06.04.2015, evidencing that the complainants had made payments to the tune of Rs.2,70,15,726/- to M/s Soni Infratech Pvt. Ltd. and the same transactions may be read in conjunction with the letter dated 14.03.2018 issued by the respondent no. 1 make it evident that the sale consideration to the tune of Rs.2,70,15,726/- were made by the complainants to M/s Soni Infratech Pvt. Ltd. which was adjusted by the respondent no. 1 against the allotment of units in their group housing project. The details of transaction are given by the complainants are mentioned below for ready reference:-

S. No.	Amount	Date
1.	Rs.4,26,249/-	06.04.2015
2.	Rs.74,95,400/-	06.04.2015

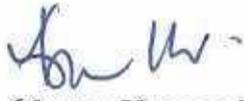
3.	Rs.40,00,000/-	06.04.2015
4.	Rs.5,39,677/-	06.04.2015
5.	Rs.1,45,54,400/-	06.04.2015
Total Amounting to Rs.2,70,15,726/-		

26. The Authority after consideration of documents place on record by the complainants vide application dated 26.12.2025, is of view that all transaction were made only to M/s Soni Infratech Pvt. Ltd., neither respondent no.1 received any amount nor respondent no. 2. The complainants failed to place on record any privity of contract between M/s Soni Infratech Pvt. Ltd. respondent no. 1 & respondent no. 2.
27. That Authority also observes that the complainants failed to place on record any privity of contract between M/s Soni Infratech Pvt. Ltd., respondent no. 1 & respondent no. 2. It is important to highlight that the complainant failed to implead M/s Soni Infratech Pvt. Ltd. as party. Further the Authority is of view that the complainant himself admitted that all transaction were made to M/s Soni Infratech Pvt. Ltd. and same ought to have been joined as a party and in whose absence no effective direction could be passed at all by the Authority. Since the amount was transferred to M/s Soni Infratech Pvt. Ltd. by the complainants and same is evident from the documents annexed by the complainants as mentioned above in tabular form, an effective direction could not pass without impleading them. Even in spite, the respondent no. 2 also taking objection in that regard, the complainants have chosen not to implead M/s Soni Infratech Pvt. Ltd. as party. It has been seen that no effective directions can be passed by the Authority in the absence of such party.

28. In view of the complainant's own submissions and admission the complainants failed to established their complaint before this Authority. Further, all the transaction done only in favour of M/s Soni Infratech Pvt. Ltd. neither to respondent no.1 nor to respondent no. 2., so the present complaint is not maintainable.
29. In view of the, the compliant is dismissed being not maintainable.
30. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
31. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
32. File be consigned to registry.



**(P S Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 20.01.2026**

**HARERA**  
GURUGRAM