

PROCEEDINGS OF THE DAY
10

Day and Date	Wednesday and 16.07.2025
Complaint No.	CR/826/2023 Case titled as Himanshu Kala and Shobha Kala VS KNS Infracon Private Limited & Tashee Land Developers Private Limited
Complainant	Himanshu Kala and Shobha Kala
Represented through	Ms. Yamini Advocate
Respondent	KNS Infracon Private Limited & Tashee Land Developers Private Limited
Respondent Represented	Shri Rishabh Jain Advocate
Last date of hearing	07.05.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 28.02.2023 and the reply on behalf of respondent has been received on 08.02.2024.

Succinct facts of the case as per complaint and annexures are as under:

S. No.	Heads	Information
1.	Project name and location	'Capital Gateway, Sector-111, Gurugram
2.	Project area	10.462 acres
3.	Nature of the project	Residential
4.	DTCP license no. and validity status	34 of 2011 dated 16.04.2011 valid upto 15.04.2024
5.	Name of licensee	KNS Infracon Pvt. Ltd. and others
6.	RERA registered/ not registered	Registered vide no. 12 of 2018 dated 10.01.2018 valid upto 31.12.2020 for phase-I (tower A to G) and 31.12.2021 for phase- II (tower H to J)
7.	Unit no.	G-1202, 12 th floor, tower G



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/826/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		(pg. 26 of complaint)
8.	Date of execution of buyers' agreement	07.10.2020 (pg. 22 of complaint)
9.	Payment plan	Construction linked
10.	Total sale consideration	Rs. 60,00,548/- (pg. 34 of complaint)
11.	Total amount paid by the complainant	Rs. 18,00,000/- (As admitted by the respondent at page 9 of reply)
12.	Cancellation letter	08.02.2022 (page 78 of complaint)
13.	Amount refunded	Rs. 18,00,000/- (page 16 of reply)
14.	Possession clause	7.1 Schedule for possession of the said Unit "The promoter agrees and understands that timely delivery of possession of the Unit alongwith parking (if applicable), if any, to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement."
15.	Due date of delivery of possession	31.12.2020 (as per possession clause)
16.	Offer of possession	Not offered
17.	Occupation certificate	24.10.2024 (as per DTCP website)

The counsel for the complainant states that the respondent has cancelled the unit of the complainant on 08.02.2022 and the complainant is seeking to set aside the cancellation, re-allotment of the unit, grant of delayed possession charges and directions to the respondent to demand payment as per payment plan.

The counsel for the respondent states the unit of the complainant has been terminated on 08.2.2022 and the amount of Rs.18,00,000/- lac paid by the complainant has been refunded.

Arguments heard.

Order reserved.



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18/07/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

Parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on 13.08.2025 for pronouncement of order.

Ashok Sangwan
Member
16.07.2025