

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Date of Order:

20.01.2026

NAME OF THE BUILDER		Experion Developers Private Limited	
PROJECT NAME		"The Westerlies" Phase-4	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2319/2025	Sandip Singh V/S Experion Developers Private Limited	Sh. Kanish Bangia Advocate for complainant Sh. Dhruv Rohtagi Advocate for respondent
2.	CR/2323/2025	Sandip Singh V/S Experion Developers Private Limited	Sh. Kanish Bangia Advocate for complainant Sh. Dhruv Rohtagi Advocate for respondent

CORAM:Shri Arun Kumar
Shri Phool Singh Saini**Chairman
Member****ORDER**

1. This order shall dispose of both the 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.
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, "The Westerlies" Phase-4" (Plotted Colony) being developed by the same respondent/promoter i.e., M/s Experion Developers 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 charges along with interest and others.

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 a table below:

Project Name and Location	Experion Developers Private Limited at "The Westerlies Phase-4" situated in Sector-108, Village-Dharampur, Gurugram	
Part Completion Certificate: 30.01.2024		
Possession Clause: The promoter agrees and understands that timely delivery of possession of the plot to the allottee and the common areas to the association of allottees or the competent Authority, as the case may be, as provided under 2(1)(f) of rules, 2017, is the essence of the agreement.		
Complaint No., Case Title	CR/2319/2025 Sandip Singh V/S Experion Developers Private Limited	CR/2323/2025 Sandip Singh V/S Experion Developers Private Limited
Reply status	02.07.2025	02.07.2025
Plot no.	C2/32 (As per page no. 39 of the complaint)	C2/30A (As per page no. 39 of the complaint)
Area admeasuring	462 sq. mts. or 552.55 sq. yds. (As per page no. 39 of the complaint)	462 sq. mts. or 552.55 sq. yds. (As per page no. 39 of the complaint)
Date of execution of buyer's agreement	05.11.2024 (As per page no. 37 of the complaint)	05.11.2024 (As per page no. 37 of the complaint)
Completion date as	11.09.2024	11.09.2024

declared by the promoter in REP-II	(As per registration certificate no. 79 of 2021)	(As per registration certificate no. 79 of 2021)
Offer of possession	19.02.2025 (As per page no. 135 of the reply)	13.01.2025 (As per page no. 133 of the reply)
Total Consideration / Total Amount paid by the complainant	TSC: Rs.8,10,32,220/- (As per page no. 40 of the complaint) AP: Rs.2,39,05,095/- (As per customer ledger dated 26.06.2025 on page no. 138 of the reply)	TSC: Rs.7,85,72,610/- (As per page no. 54 of the complaint) AP: Rs.2,33,36,065/- (As per customer ledger dated 30.06.2025 on page no. 139 of the reply)

The complainant in the above complaint(s) has sought the following reliefs:

1. Restrain the respondent to from raising any fresh demands from the complainant as per Schedule "B" in the BBA.
2. Quash the demands raised by the respondent and to keep the demands in abeyance until the respondent receives a valid CC from the competent authority and also offer possession in terms of Schedule A & B of the agreement as the payment plan attached clearly shows that the remaining amount has to be paid at offer of possession.
3. Direct the respondent to not to cancel the unit of the complainant.
4. Direct the respondent not to impose interest or penalty unless the plot is offered after obtaining valid CC and after rectifying the defects enumerated herein.
5. Direct the respondent to deliver the plot in conformity with schedule A & B of the agreement which clearly shows Plot C-2/31 and that there is no road in between of the plots.
6. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation Full form

TSC Total Sale consideration

AP Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking delayed possession charges.
5. 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.

6. 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/2319/2025 titled as Sandip Singh VS Experion Developers Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and Project related details:

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

S. No.	Particulars	Details
1.	Name of the project	"The Westerlies" Phase-4
2.	Location of the project	Sector-108, Village-Dharampur, Haryana.
3.	Nature of the project	Plotted Colony
4.	DTCP license no.	License no. 114 of 2019 dated 12.09.2019
5.	Registered/not registered	Registered Vide registration no. 79 of 2021 dated-15.11.2021
6.	Allotment letter	Not on record
7.	Plot no.	C2/32 (As per page no. 39 of the complaint)
8.	Plot Area	462sq.mtrs or 552.55sq.yds (As per page no. 39 of the complaint)
9.	Builder Agreement	Buyer's 05.11.2024 (As per page no. 37 of the complaint)

10.	Possession clause	The promoter agrees and understands that timely delivery of possession of the plot to the allottee and the common areas to the association of allottees or the competent Authority, as the case may be, as provided under 2(1)(f) of rules, 2017, is the essence of the agreement
11.	Completion date as declared by the promoter in REP-II	11.09.2024 [As per registration certificate no. 79 of 2021]
12.	Payment plan	i. On booking-10% ii. Within 60 days of booking-10% iii. Within 90 days of booking-10% iv. Within 04 months of booking or on offer of possession (whichever is later)-70% (As per page no. 56 of complaint)
13.	Sale consideration	Rs.8,10,32,220/- (As per page no. 40 of complaint)
14.	Total amount paid by the complainant	Rs.2,39,05,095/- (As per customer ledger dated 26.06.2025 on page no. 138 of the reply)
15.	Part Completion certificate	30.01.2024 (As per page no. 75 of the reply)
16.	Offer of possession	19.02.2025 (As per page no. 135 of the reply)
17.	Reminder for possession	26.03.2025 & 29.05.2025 (As per page no. 133-134 of the reply)
18.	Pre cancellation notice	29.05.2025 (As per page no. 132 of the reply)

B. Facts of the complaint:

8. The complainant has made the following submissions:

- i. That the complainant is a law-abiding citizen of India. He booked and was allotted a residential unit in the project of the respondent company and hence, are allottees within the meaning of Section 2 (d) and Section 2 (g) of The Real Estate (Regulation and Development) Act, 2016.
- ii. That the respondent is engaged in the business activities relating to construction, development, marketing & sales of various types of residential & commercial properties to its various customers/clients and works for gain.
- iii. That pursuant to the elaborate advertisements, assurances, representations and promises made by respondent about their project called **The Westerlies Phase-1**, residential plotted township located in Sector 108, Gurugram, Haryana, with impeccable facilities and believing the same to be correct and true, the complainant considered booking a plot no. 32, Block No. C-2 admeasuring 462 sq. mtr. for total sale consideration of Rs. 8,10,34,220/-.
- iv. That the respondent company made false and fraudulent representations to induce the allottee to invest in its project. The allottee was promised two key assurances:
 - a. That all licenses, approvals, sanctions, zoning permissions, and RERA registrations were valid and enforceable, ensuring clear title and peace of mind; and
 - b. The remaining 70% of the total plot price would be payable only on offer of possession March 31, 2026, with possession to be offered between September and December 2026. Relying on these promises, the allottee placed full trust in the respondent, who then exploited this trust by obtaining signatures on multiple

- blank and pre-drafted documents, including application forms, payment schedules, and allotment letters. One such pre-printed application form, containing false information and one-sided terms, was used to extract substantial amounts from the Allottee through fraudulent means.
- v. That the respondent to reinforce its false representations and induce trust, the Respondent stated in the payment plan that the *"Balance 70% of the Sale Consideration shall become payable on or after 120 days or on offer of possession, whichever is later."* This gave the allottee the impression that the balance payment would be due only after March 31, 2026—between September and December 2026—as promised. However, the respondent failed to provide any supporting documents such as certified copies of licenses, RERA registration, approved zoning plans, or layout drawings detailing residential, commercial, and institutional plots, amenities, green areas, roads, parks, schools, and hospitals. The respondent further assured that, since possession would be offered only after December 31, 2026, the Allottee would have adequate time to arrange the 70% balance payment. Despite collecting booking amounts of Rs.2,00,000/- and thereafter the full 10% required for the AFS, the respondent only issued allotment letters and failed to execute and register the mandatory Agreement for Sale.
- vi. That despite receiving 10% of the total sale consideration for each plot, the respondent failed to execute and register the mandatory agreement for sale. Instead, the respondent induced the allottee to deposit an additional 10%, promising to pay interest at 18% per annum on the excess amount, thereby collecting 20% of the sale

consideration without executing the agreement that act in clear violation of Section 13 of the RERA Act, 2016. However, the respondent never paid the promised interest and unlawfully retained the amount.

- vii. That respondent assured the Allottee that upon execution and registration of the agreement, all related documents referenced in or forming part of the agreement would be promptly provided without delay or objection. However, the respondent collected the full stamp duty and other registration-related expenses from the allottee without contributing 50:50 as required by law. The agreement, pre-drafted and pre-signed by the respondent, was signed by the allottee at the Sub-Registrar's Office, Kadipur, Gurugram, on 05.11.2024, without giving him sufficient time to read or understand its contents. The original agreement was also withheld and handed over only after repeated protests and delays.
- viii. That respondent repeatedly postponed the allottee's requests under various false pretexts. Left with no option, the allottee issued a strong protest in the form of a 4th reminder. In response, the respondent, via email, flatly refused to provide any documents. Notably, the respondent admitted in the same reply that the requested documents would be delivered to the allottee's banker by the next day. However, the documents have not been provided to date, with the respondent continuing to delay on false and frivolous grounds. Respondent has wilfully breached and contravened section 11 and section 19 of the RERA act, 2016 and HRERA rules, 2019 made thereunder.
- ix. That despite not providing the requested documents, the respondent continued to pressure the allottee and ultimately compelled him to

deposit further amounts, totalling Rs.9 crore as part of the sale consideration. Frustrated by the respondent's conduct, the allottee, served a detailed notice to the respondent and its senior management—including the Chairman, Directors, CEO, CFO, and Authorized Representatives—reiterating his grievances, complaints, and prior reminders.

- x. That upon checking the RERA portal, the Allottee discovered that both license nos. 57 of 2013 and 114 of 2019 were invalid and unenforceable, and that the project's RERA registration had lapsed. Specifically, the RERA registrations for Phase-1 (No. 68 of 2022), Phase-2 (No. 38 of 2023), and Phase-4 (No. 79 of 2021) had all expired on 11.09.2024 and were no longer valid, operative, or enforceable. Further, the respondent falsely affirmed in Clause 8(iv) of all agreements for sale that all licenses, approvals, and registrations were valid and in force. These misrepresentations were knowingly made to mislead and induce the Allottee into paying large sums of money. To date, no extension or revalidation of the RERA registrations has been obtained. Still further, even the licenses namely license no. 57 of 2013 and license no. 114 of 2019 were both invalid, inoperative and remained unenforceable from 11.07.2024 to 06-12-2024 for all purposes.
- xi. That the respondent has falsely and fraudulently affirmed and declared in clause E of the agreement that it has obtained approval of zoning plans for the project from DGTCP Haryana on 22.11.2021. The project is termed as "the Westerlies- phase 4 (project) and is registered with the RERA authority for only 16 acres. Even the license No. 114 of 2019 which the promoter himself claims in clause D in

agreement is for a total land of 16 acres only. However, the promoter further claims in the same breath that he has obtained the **part completion certificate** for the same i.e., for the said license, said project on 30.01.2024. But on verification from the records, it has been found rather established that the so-called part completion certificate is for 26 acres and not for 16 acres meaning thereby that there is inter alia an overlapping and confusion as to whether the alleged part completion certificate pertains to the said plot C-2 32 or not. It is hard to digest that in a case where a license has been granted for only 16 acres, where a RERA Registration has been obtained for only 16 acres and also where the allegedly the development works of the land (Project) have been completed by the promoter, then how can be DGTCP issue a part completion certificate for 26 acres i.e., for extra 10 acres of land when the license itself, the project itself and the RERA Registration itself are for 16 acres only.

- xii. That the green areas, green belts, green patches, etc have been erased, altered, vanished by the respondent for his own wrongful gains and presently, they no longer exist and are replaced by filthy steps, huge noisy and polluting diesel gensets creating thunderous vibrations and deafening loudness. Even the plots in the neighbourhood, including but not limited to plot no. C2-31 and C2-21 have been fraudulently erased and replaced by constructing a road without obtaining any approval or sanction from the DGTCP, Haryana and without any permission, consent of allottee. Even the essential provisions of water supply, sewerage, electricity, roads and other amenities, facilities, specifications, etc, which are utmost essential for the habitable

- environment have not been put in place by the respondent in absolute violation, breach of the terms of the agreement.
- xiii. That the schedule A & B of agreement discloses the true and correct detail of the plot which bound the plot i.e. there is a plot C2-31 which is adjoining and is between C2-30A & C2-32, however, after the complainant visited the site and discovered that the promoter has fraudulently replaced the adjoining plot no. C2/31 with a road for his own wrongful gains and profits. That as per clause 9.2 in case of default of the promoter, the allottee is entitled to stop making further payment, option of terminating the agreement, etc.
- xiv. That the present complaint is within the prescribed period of limitation.

C. Relief sought by the complainant:

9. The complainant has sought following relief:
- i. Restrain the respondent to from raising any fresh demands from the complainant as per Schedule "B" in the BBA.
 - ii. Quash the demands raised by the respondent and to keep the demands in abeyance until the respondent receives a valid CC from the competent authority and also offer possession in terms of Schedule A & B of the agreement as the payment plan attached clearly shows that the remaining amount has to be paid at offer of possession.
 - iii. Direct the respondent to not to cancel the unit of the complainant.
 - iv. Direct the respondent not to impose interest or penalty unless the plot is offered after obtaining valid CC and after rectifying the defects enumerated herein.

- v. Direct the respondent to deliver the plot in conformity with schedule A & B of the agreement which clearly shows Plot C-2/31 and that there is no road in between of the plots.
- vi. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.

D. Reply filed by the respondent:

10. The respondent has contested the complaint on the following grounds:
 - I. That complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the Agreement for sale/buyer's agreement dated 05.11.2024, as shall be evident from the submissions made in the reply. The respondent craves leave of this Authority to refer and rely upon the terms and conditions set out in the BBA in detail, so as to bring out mutual obligations and responsibilities of the respondent as well as the complainant.
 - II. That the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. The complainant has already been offered the possession of the residential Plot bearing no. C2/32 having an area of 462 sq. mtr. or 552.55 sq. yds. The possession was offered to the complainant on 19.02.2025. The lack of bonafide of the complainant is apparent from the fact that the complainant had booked the unit in question in the year 2024, at the time when all approvals were in place and the part of the licensed land, where the plot in question is situated, had also received the Part Completion Certificate dated 30.01.2024. Thus, at

the time, when the Complainant booked the plot in question, he was fully aware of the status of the plots, services laid, approvals including License, layout plans, zoning plan, part completion certificate etc., as applicable. Thus, the Complainant is now estopped from raising frivolous pleas, which are apparently an attempt to somehow withhold the legitimate payments to the Respondent, or to gain more time to make the payments. The present complaint is liable to be dismissed outrightly.

- III. That the present complaint is not maintainable in law or on facts. The present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Authority and can only be adjudicated by the Civil Court. Therefore, the present complaint deserves to be dismissed on this ground alone.
- IV. That the instant complaint is sham and bogus. That the Complainant has not come before this Authority with clean hands and has suppressed vital and material facts and twisted the correct facts before this Authority. That the complaint deserves to be dismissed at the very threshold.
- V. That originally the respondent along with other Land-Ownning Companies had received a License bearing No. 57 dated 11.07.2013 for setting up a residential plotted colony along with commercial components for an area admeasuring 100.48125 acres. Pursuant thereto, the Respondent received the approval on the zoning plan/layout plan for the project from the DGTCP vide Memo No. ZP-

913SD(BS)/2015/21885 dated 05.11.2015. It needs to be highlighted that the License No. 57 dated 11.07.2013 was last renewed up to 10.07.2026, vide Memo No. LC-2755/JE(AK)/2024/28706 dated 12.09.2024.

- VI. That the Respondent, along with the land-Owning company obtained an additional License No. 114 of 2019 for an area of 16.03125 acres for development of the land as a residential plotted colony in addition to the earlier licensed land. The respondent was developing its Project "The Westerlies" on the Licensed lands falling part of the License No. 57 of 2013 and Additional License No. 114 of 2019, total admeasuring 116.5125 acres. The larger project was launched in different phases and was applied for registration with this Authority in different phases.
- VII. That the area of the Phase I of the project, consists of 46.2570 acres out of 100.48125 acres licensed land and was registered with this Hon'ble Authority vide Registration No. RERA-GRG-PROJ-790-2022. That the area of the Phase-II of "The Westerlies" project consists of 44.1780 acres out of the 100.48125 acres licensed land and was registered with this Authority vide Registration No. RERA-GRG-PROJ-795-2021. That the area of the Phase-III of "The Westerlies" project consists of 10.046125 acres out of the 100.48125 acres licensed land and was registered with this Authority vide Registration No. RERA-GRG-PROJ-67-2019. That similarly, the area of the Phase-IV of "The Westerlies" project consists of the entire 16.03125 acres licensed land, which is part of Additional License No. 114 of 2019 and was registered with this Authority vide Registration No. RERA-GRG-PROJ-795-2021. That the entire area of 116.5125 acres of the land falling

under License No. 57 of 2013 and Additional License No. 114 of 2019 were registered with this Authority.

- VIII. That upon completion of development works and laying down of services in the Phase I of the project, comprising over 46.257 acres, the Respondent applied to the Director, Town and Country Planning, vide an application dated 10.04.2017, for grant of Part Completion Certificate, which was granted/ issued to the Respondent on 31.07.2017 vide Memo No. LC-2755 Vol-II-PA(SN)-2017/18384. Similarly, the Respondent, received the part Completion Certificate for the Phase II of the Project on an area of 44.178 acres on 22.03.2018 vide Memo no. LC-2755 (Vol-II)-PA(SN)-2018/10093. That similarly part completion certificate for the Phase III and IV of the project on an area of 26.0775 acres was received on 30.01.2024 vide Memo No. LC-2755-PA (VA)- 2024/3494. That the residential plot in question, falls in Phase IV of the Project and the laying down of services for which part Completion Certificate stood granted on 30.01.2024.
- IX. That the complainant approached the respondent and expressed an interest in booking 4 residential plots in the residential plotted colony being developed by the Respondent known as "**The Westerlies**" situated at Sector - 108, Gurgaon. Prior to making the booking, the Complainant conducted extensive and independent enquiries with regard to the project and the requisite approvals obtained for the Project and it was only after he was fully satisfied about all aspects of the project, they took an independent and informed decision, uninfluenced in any manner by the Respondent, to book the unit in question. It needs to be highlighted that the status of the Registrations

- by the Authority, the Licenses, grant of Part Completion Certificate were all in the Public Domain and there was no concealment of any kind by the Respondent.
- X. That the Complainant vide an application form, applied to the Respondent for provisional allotment of a plot in the Project. The Complainant, in pursuance of the aforesaid application form, was allotted a residential Plot bearing no 32, Block C-2 admeasuring 462 sq. mts., in the project, Westerlies Phase IV, part of the larger integrated plotted township, 'the Westerlies'. The Complainant consciously and willfully opted for a Time Linked Payment Plan for remittance of the sale consideration for the unit in question and further represented to the Respondent that he shall remit every installment on time as per the payment schedule. The Respondent had no reason to suspect the bonafide of the Complainant and proceeded to allot the unit in question in his favor. The Respondent issued an Intimation of Booking Application dated 28.10.2024 and schedule of payment to the Complainant.
- XI. That the complainant, vide various Cheques, paid the booking amount of Rs. 81,03,422/- to the Respondent, out of the total sale consideration of Rs. 8,12,55,240/- (excluding tax and possession charges).
- XII. That vide email dated 04.11.2024, the Respondent shared the drafts of the Agreement for Sale and the layout maps, with the Complainant and further requested the Complainants to be available for the registration of the Agreement for Sale on 05.11.2024.
- XIII. That the Agreement for Sale was executed between the parties on 05.11.2024 and registered vide vasika no. 10662 on 05.11.2024

before the Sub-Registrar, Kadipur. In terms of the next payment milestone, the Respondent raised the second demand of Rs. 81,03,422/- on the Complainant, against which, the Complainant made a payment of Rs. 67,00,000/- on 02.01.2025. That pursuant thereto, in terms of the next payment milestone, the Respondent raised further demand, against which the Complainant paid no heed and has failed to remit any instalment. It needs to be highlighted that the Complainant has been issued several reminders, but to no avail.

- XIV. That, it is a matter of record that the Respondent had already completed the laying down of services and was even issued the Part Completion Certificate dated 30.01.2024, way before the booking done by the Complainant. It is also a matter of record that as per the Time Linked Payment Plan opted by the Complainant, the entire payment was to be made by the Complainant within 4 months of the booking or on the Offer of Possession, whichever is later.
- XV. That the booking was done by the Complainant in September 2024 and in terms of the Payment Plan, the Respondent issued the Notice of Offer of Possession on 19.02.2025, i.e. as per the payment plan. However, the Complainant failed to remit the due payments as and when demanded.
- XVI. That when no payment was forthcoming from the complainant, the Respondent issued several reminders to the Complainant for taking possession, i.e., Possession Reminder-1 dated 26.03.2025, Possession Reminder-2 dated 07.04.2025, Final Notice dated 24.04.2025. Even after the said reminders and final notice, the Complainant failed to come forward and make the payment due to which the Respondent issued a Pre-cancellation Notice dated 29.05.2025.

XVII. That the complainant is not "Allottee" but is Investor who has booked the unit in question as a speculative investment in order to earn rental income/profit from its resale. The unit in question has been booked by the Complainant as a speculative investment and not for the purpose of self-use as their residence. Therefore, no equity lies in favour of the complainant.

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.

E. Jurisdiction of the Authority:

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

E.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.

E.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;

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 complainant at a later stage.

F. Findings on objections raised by the respondent:

F.I Objection regarding the complainant being investor.

16. The respondent took a stand that the complainant is investor and not consumer and therefore, he is not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainant is buyer and he has paid a total price of Rs.2,39,05,095/- to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

17. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant is an

allottee as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

G. Findings on the regarding relief sought by the complainants:

- G.I** Restrain the respondent to from raising any fresh demands from the complainant as per Schedule "B" in the BBA.
- G.II** Quash the demands raised by the respondent and to keep the demands in abeyance until the respondent receives a valid CC from the competent authority and also offer possession in terms of Schedule A & B of the agreement as the payment plan attached clearly shows that the remaining amount has to be paid at offer of possession.
- G.III** Direct the respondent to not to cancel the unit of the complainant.
- G.IV** Direct the respondent not to impose interest or penalty unless the plot is offered after obtaining valid CC and after rectifying the defects enumerated herein.
- G.V** Direct the respondent to deliver the plot in conformity with schedule A & B of the agreement which clearly shows Plot C-2/31 and that there is no road in between of the plots.
- G.VI** Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.
18. The above-mentioned reliefs sought by the complainant, are being taken together being interconnected and the findings in one relief will definitely affect the result of the other reliefs.
19. In the present matter the complainant purchased a plot bearing no. C2/32, admeasuring 462 sq. ft. or 552.55 sq. yds in the project "The Westerlies" Phase-4, Sector 108, Gurugram. The complainant paid an amount of Rs.2,39,05,095/- against the total sale consideration of Rs.8,10,32,220/-. An agreement was executed between the complainants and the respondent on 05.11.2024 and according to clause 7.1 of the agreement the respondent was obligated to complete the construction of the project

and hand over the possession of the subject unit as provided under 2(1)(f) of rules, 2017 i.e. 11.09.2024. The part occupation certificate for the project has already been obtained on 30.01.2024 from the competent Authority.

20. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges.
21. The Authority has gone through the documents placed on record and observed that as per the agreed payment plan (page no. 56 of the complaint), the total sale consideration of the unit is Rs.8,10,32,220/-, however, the complainant has paid only Rs.2,39,05,095/-. Till date complainant failed to make payment as per agreed payment plan.
22. The Authority also appointed local commissioner to inspect the site and to examine whether there is a road existing between the plots C2-30A and C2-32. In compliance of the order of the Authority dated 09.12.2025, the local commissioner has visited the site and submitted its report to the Authority on 16.01.2026. The conclusion of the submitted report is reproduced below for the ready reference:

A. There are two plots of the complainant vide no. C2-30A and C2-32 in the residential plotted colony being developed by Experion Developers Pvt. Ltd. And both the plots of the complainant exists in the colony.

B. A metaled road constructed with interlock tiles exists adjacent to complainant plots and the road so constructed is motorable as on date.

23. The Authority has gone through the possession clause of the builder buyer's agreement dated 05.11.2024 and observed that as per the clause 7.1 i.e., the possession clause, the respondent has to deliver the possession of the unit as per Rule 2(1)(f) of Rules, 2017. Therefore, as per RERA registration of the project, the completion date of project is 11.09.2024. Thus, the due date for possession of the unit comes to 11.09.2024. However, as per the documents available on record, the respondent has obtained the part completion certificate way back on 30.01.2024 and offer

of possession was made on 19.02.2025 & reminder letter 26.03.2025 & 29.05.2025 to the complainant. The complainant was fully aware of the status of the project at the time of booking itself still failed to make the payment as per opted payment plan. Therefore, no case of delayed possession charges is made out. Thus, no direction to this effect.

24. In the present complaint, no case of delayed possession charges is made out as the respondent has already obtained the completion certificate on 30.01.2024 and the complainant has booked the unit in September, 2024. The complainant was fully aware of the status of the project at the time of booking itself still failed to make the payments as per opted payment plan. In light of the above, the complaint is not maintainable and the same is hereby dismissed.
25. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
26. Complaint as well as applications, if any, stands disposed off. True certified copy of this order shall be placed in the case file of each matter.
27. Files be consigned to registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 20.01.2026