BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 13.10.2026

NAME OF THE BUILDER		M/s Experion Developers Pvt. Ltd.	
PROJECT NAME		"The Westerlies" Phase-3, Sector-108, Gurugram, Haryana	
S. No.	**Case No.**	**Case title**	**Appearance**
1.	CR/4248/2025	Gopi Sadhwani Vs. Experion Developers Private Limited	Ms. Nisha Gaur (Counsel for complainant) Shri Harshit Batra (Counsel for respondent)
2.	CR/3670/2025	Gopi Sadhwani Vs. Experion Developers Private Limited	Ms. Nisha Gaur (Counsel for complainant) Shri Harshit Batra (Counsel for respondent)

CORAM:

Shri Arun Kumar **Chairman**

ORDER

1. This order shall dispose of 2 complaints titled 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 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, **"The Westerlies" Phase-3, Sector-108, Gurugram, Haryana** being developed by the respondent/promoter i.e., **M/s Experion Developers Private Limited**. The terms and conditions of the allotment letter, buyer's agreements, fulcrum of the issue

involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking award of possession and delayed possession charges and execute the conveyance deed and others.

3. The details of the complaints, 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:

Project Name and Location	" The Westerlies" Phase-3, Sector-108, Village-Dharampur, Haryana.
Nature of the project	Plotted Colony
DTCP license no. and other details	License no. 57 of 2013 Dated-11.07.2013
RERA Registered/ not registered	Registered Vide registration no. 67 of 2019 Dated-06.11.2019
Possession clause as per buyer's agreement	***" Possession Time*** *The promoter agrees and understands that timely delivery of possession of the plot too the allottee and the common areas to the association of allottees or the competent Authority , as the case may be, as provided under Rule 2(1)(f) of Rules,2017, is the essence of the agreement*
Due date of possession	**30.1.2024 as per registration certificate**
Part Completion certificate	22.03.2018 and 30.01.2024 (As per dtcp site)
Offer of possession	**18.02.2025**
Cancellation	**14.07.2025**

S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Plot no. and size	Buyer agreement	Total sale consideration and Total amount paid by the complainant in Rs.
1.	**CR/4248/2025 Case titled as Gopi Sadhwani VS Experion Developers Private Limited** **DOF:** 12.08.2025 **Reply:** 03.09.2025	C1/29 (As on page no. 51 of complaint) 782.22 sq. mtr (As on page no. 51 of complaint)	**15.10.2024** **(As on page no. 46 of complaint)**	**TSC:** **Rs.9,93,24,411/-** **AP:** **Rs.99,00,211/-**

2.	**CR/3670/2025 Case titled as Gopi Sadhwani VS Experion Developers Private Limited** **DOF: 12.08.2025** **Reply: 03.09.2025**	C1/28 (As alleged by the complainant) 937.52 sq. mtr (As on page no. 12 of complaint)	**15.10.2024 (As on page no. 12 of complaint)**	**TSC: Rs.9,93,77,120/-** **AP: Rs.99,00,211/-**

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

Abbreviation	**Full form**
DOF	Date of filing of complaint
BBA	Builder Buyer's Agreement
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 apartment buyer's agreement 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 award of possession along with delayed possession charges.
5. It has been decided to treat the said 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 all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case ***CR/3670/2025 Case Gopi Sadhwani 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. Project and unit 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, delay period, if any, have been detailed in the following tabular form:

CR/3670/2025 Case Gopi Sadhwani VS Experion Developers Private Limited

Sr. No.	Particulars	Details
1.	Name of the project	" The Westerlies" Phase-3
2.	Location of the project	Sector-108, Village-Dharampur, Haryana.
3.	Nature of the project	Plotted Colony
4.	DTCP license no.	License no. 57 of 2013 Dated-11.07.2013
5.	Registered/not registered	Registered Vide registration no. 67 of 2019 Dated-06.11.2019
6.	Allotment letter	Not on record
7.	Plot no.	C1/28 (As alleged by the complainant)
8.	Plot Area	937.52 sq. mtr (As on page no. 12 of complaint)
9.	Agreement for sale	15.10.2024 (As on page no. 12 of complaint)
10.	Possession clause	71. The promoter agrees and understands that timely delivery of possession of the plot too the allottee and the common areas to

		the association of allottees or the competent Authority , as the case may be, as provided under Rule 2(1)(f) of Rules,2017, is the essence of the agreement.
11.	Due date of possession	30.1.2024 as per registration certificate
12.	Payment plan	i. On booking-10% ii. Within 60 days of booking-20% iii. Within 120 days of booking-30% iv. Within 180 days of booking (on offer of possession -40%
13.	Sale consideration	Rs.9,93,77,120/- (As on page no. 13 of complaint)
14.	Total amount paid by the complainant	Rs.99,00,211/-
15.	Part Completion certificate	22.03.2018 and 30.01.2024 (As per dtcp site)
16.	Offer of possession	18.02.2025 (As on page no. 80 of reply)
17	Reminder's letter	15.03.2025, 26.03.2025 and final notice dated 08.04.2025
18	Pre-cancellation notice	09.05.2025 (page 89 of reply)
19	Cancellation	14.07.2025 (page 91 of reply)

B. Facts of the complaint.

8. The complainant has made the following submissions in the complaint: -

a. That the complainant was to shift his base from Alwar to Gurugram and was looking for community which have good infrastructure and all basic facilities / amenities for residing therein with their family members.

b. That the respondent had advertised about their project in gurugram consisting of many amenities/ infrastructures. Pursuant to the lucrative offer and strong market hold of the respondent, the complainant had shown interest in the said project and agreed to purchase a unit/plot in the said Project.

c. That the respondent company had invited application for booking in their project and vide application dated 06.09.2024 , the complainant applied for booking of the unit/plot.

d. That the allotment/intimation letter dated 06.09.2024 was issued by the respondent company for the UNIT/PLOT NO. C-1/28, at the rate of Rs. 1,06,000/- per sq. yard as total sale consideration amounting to Rs. 9,93,77,120/- (including taxes and other charges).

e. That the builder buyer agreement was executed and registered on 15.10.2024 between the parties for the plot no. C01-28 as mentioned in the Builder Buyer Agreement. **The complainant paid total Rs. 99,00,211/-** (Including all Government taxes and charges as and when demanded by the respondent company). **The Total Sale consideration price** of the said unit is Rs. 9,93,77,120/- **(including Taxes only).**

f. That the project "**Experion Westerlies**", contain in all 500 plots approx.. out of which a reasonable amount of development level of construction has also been confirmed by the Developer but there is no construction/ development in the said project as per site visit by the complainant.

g. That due to change in financial circumstances the decision of not going ahead with the plot was communicated to the respondent and were requested to shift the booking to one of their another existing project which the respondent denied. The change in financial situation was such that it was difficult for the complainant to arrange for all the payment as per the agreed payment schedule. Hence, respondent was requested to consider the request of complainant and transfer his booking to their other project so that the relationship with respondent remains and the complainant could be saved from financial loss. Nowhere in the request, complainant asked for the refund of money as he also wanted to continue their relationship with the respondent.

h. That the respondent despite the repeated requests decided to cancel the bookings and forfeit the booking amount. Any business entity always has the policy of being considerate of the fact that things may go wrong with their customer and they should cooperate rather than questioning the intent of their customers.

i. That the respondent had confirmed at the time of booking that all connecting roads to the project will be completed by the time of possession whereas there

was not even an inch work happened during the entire time and there is no sign of connecting road getting completed anytime soon.

j. That the complainant after exhausting all his patience has lastly contacted to the respondent representative to set aside the said cancellation letter dated 14th July 2025 via email and restore the unit to its original number but no fruitful answer has been replied by the respondent and its officials. Hence, the cause of action has arose to the complainant to file the present complaint before the Hon'ble Authority.

k. Thus, the respondent has also committed fraud with the complainant and has robbed him by usurping money and despite repeated requests of adjusting their hard earned into some other project instead of forfeiting the entire money. The respondents in the given circumstances, has voluntarily cancelled the units and forfeited the booking amount and have acted arbitrarily for which respondent should be even prosecuted criminally for cheating, fraud and criminal breach of trust. More so, the complainant has suffered mental agony and harassment at the hands of the respondent due to the loss of hard-earned money and issuing cancellation letter and cancelling the unit on the ground of non-payment of outstanding. It is respectfully submitted that the complainant must also be compensated for this act and conduct on part of respondent as well as be compensated for litigation expenses incurred by him due to the avoidable litigation the complainant has been compelled to institute.

l. That according to the relief claimed by the complainant, this Hon'ble Forum has got Jurisdiction to try the present complaint. The complainant reserves their right to seek Rs. 5,00,000/- compensation towards harassment, mental agony and Rs. 1,00,000/- as litigation cost incurred by them, from the promoter for which they shall make separate application before the Adjudicating Officer, if required.

C. Relief sought by the complainant: -

9. The complainant has sought following relief(s):
   a) To set aside the cancellation letter sent by email dated 14.7.2025 and restore unit to its original number;
   b) Directing the respondent not to create any third-party rights;
   c) Direct the respondent to restore the unit to its original number and allotment;
   d) Allocate unit is some other project adjusting the paid amount;
10. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

D. Reply filed by the respondent:

11. The respondent has contested the complaint on the following grounds:

i. That the complainant and with Mrs. Geeta Sadhwani being interested in purchasing a residential plot in the project being developed by the respondent, approached the respondent after conducting their own due diligence, seeking allotment of a plot by submitting an application form dated 06.09.2024.

ii. That upon the acceptance of the application form made by the complainant and Mrs. Geeta Sadhwani for allotment, plot bearing no. C1/28 tentatively admeasuring area of 937.52 sq. yards (the "**Plot**") was allotted to the complainant and Mrs. Geeta Sadhwani.

iii. That the respondent requested the complainant to execute the agreement for sale vide letter dated 06.09.2024.

iv. That the agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on the parties. The complainant opted for Time Linked Payment Plan for remittance of the sales consideration of the Plot i.e. Rs. 9,87,93,024/- plus taxes and other charges.

v. That as per the payment plan, the respondent duly sent the offer of possession dated 18.02.2025 to the complainant, along with the statement of account thereby requesting the complainant to remit the outstanding dues pending towards the sales consideration of the plot. The complainant failed to come forward and remit the balance payment and proceed with other formalities required for completion of the formalities to take over possession of the plot.

vi. That since the complainant failed to make payment of outstanding dues the respondent herein was constrained to issue reminder 1 dated 15.03.2025, but to no avail. Thereafter the respondent herein sent reminder 2 dated 26.03.2025 to the complainant requesting the complainant to make payment of outstanding dues. The complainant has till date made payment of Rs. 99,00,211/- towards the sale consideration of the plot.

vii. That it is pertinent to mention herein that the complainant is a chronic defaulter, who has time and again breached the terms of the agreement and failed to make timely payment of demands despite repeated reminders and follow ups. That constrained by the continuous defaults on part of the Complainant, the respondent was constrained to issue final notice dated 08.04.2025 but to no avail thereafter, the respondent issued pre-cancellation notice dated 09.05.2025 wherein it was categorically noted that the notice is last and final opportunity for the complainant to make payment of outstanding dues and if the complainant

failed to remit outstanding dues within stipulated time the allotment of the complainant would be cancelled.

viii. That since the default of the complainant continued despite issuance of aforementioned reminders, notices and follow ups, the respondent was constrained to issue cancellation letter dated 14.07.2025. That the defaults of the complainant are detailed hereinbelow in the grounds for dismissal of the complaint.

ix. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the Agreement which continues to be binding upon the parties thereto with full force and effect

12. All other averments made in the complaint were denied in toto.

13. Copies of all the relevant documents have been filed and placed on the 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.

14. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

15. 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

16. 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) The promoter shall-*
> *(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 allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

17. So, in view of the provisions of the Act 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 the relief sought by the complainant.

F.I To set aside the cancellation letter sent by email dated 14.7.2025 and restore unit to its original number.

F.II Directing the respondent not to create any third-party rights.

F.III Direct the respondent to restore the unit to its original number and allotment.

F.IV Allocate unit is some other project adjusting the paid amount.

18. On 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.

19. The complainant states that he booked plot no. C-1/28 in the respondent's project, "Experion Westerlies", vide application dated 06.09.2024, and subsequently executed a registered Builder-Buyer Agreement dated 15.10.2024, against which he paid a sum of Rs. 99,00,211/- towards the total sale consideration of Rs. 9,93,77,120/-. However, the actual development at the project site was not

commensurate with the representations made by the respondent, and the promised connecting roads also remained undeveloped. Due to an unforeseen change in his financial circumstances, the complainant requested the respondent to transfer/adjust his booking in another existing project instead of seeking a refund, but the respondent arbitrarily rejected the request, cancelled the booking vide letter dated 14.07.2025 and forfeited the deposited amount. Despite repeated requests to withdraw the cancellation and restore the booking, the respondent failed to provide any satisfactory response.

20. On the contrary, the respondent states that the complainant and Mrs. Geeta Sadhwani voluntarily applied for allotment of Plot No. C1/28 measuring 937.52 sq. yards and executed the Agreement for Sale, opting for the Time Linked Payment Plan. The respondent further contended that despite issuing an offer of possession dated 18.02.2025, repeated reminders, a final notice and a pre-cancellation notice, the complainant failed to clear the outstanding dues, having paid only Rs. 99,00,211/- against the total sale consideration of Rs. 9,87,93,024/- plus applicable taxes and charges. Consequently, owing to the complainant's persistent payment defaults and breach of contractual obligations, the respondent cancelled the allotment vide letter dated 14.07.2025.

21. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that on the basis of provisions of allotment, the complainant had paid a sum of Rs. 99,00,211/- against the total sale consideration of Rs. .9,93,77,120/- which constitutes less than 10% of the total amount. While discussing earlier it has been held that the complainant was in default in making timely payments leading to cancellation of the allotted unit by the respondent as per the term and conditions of allotment. Now, the issue for consideration arises as to whether the complainant is entitled for refund of the illegal deduction of earnest amount from the respondent. It is observed that the

respondent has raised various reminders letters to the complainant and as per section 19 (6) & (7) of Act of 2016, the allottees were under an obligation to make timely payment as per payment plan towards consideration of the allotted unit. Therefore, the cancellation of the allotted unit by the respondent is valid in the eyes of law. As the complainant had paid a sum of Rs. 99,00,211/- against the total sale consideration of Rs. 9,93,77,120/- which constitutes less than 10% of the total amount. As per regulation, 11(5) of 2018 prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) the builder can deduct the earnest money which is 10% of the slae consideration.

22. Keeping in view the aforesaid factual and legal provisions, the respondent can deduct the amount paid by the complainant against the allotted unit as the as it is both the earnest money and 10% of the consideration amount. So, the same was liable to be forfeited in terms Regulations 11(5) of 2018. However, the amount paid by the complainant i.e., 99,00,211/- against the total sale consideration of Rs. 9,93,77,120/- which constitutes less than 10% of the sale consideration. Thus, no direction to this effect.
23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.
24. Complaint as well as applications, if any, stand disposed of accordingly.
25. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026