

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY
31

Day and Date	Wednesday and 24.09.2025
Complaint No.	CR/5981/2024 Case titled as Amit Dewan and Jyotika Dewan VS Advance India Projects Private Limited
Complainant	Amit Dewan and Jyotika Dewan
Represented through	Sh. Harshit Goyal, Advocate
Respondent	Advance India Projects Private Limited
Respondent Represented through	Sh. Dhruv Rohtagi, Advocate
Last date of hearing	20.08.2025
Proceeding Recorded by	Kiran Chhabra and M.S. Rawat

Proceedings

The present complaint has been filed on **06.12.2024** and registered as complaint no. **5981** of **2024**. Reply on behalf of the respondent has been received on **11.04.2025**.

Succinct facts as per the complaint and reply are as follows:

Sr. No.	Particulars	Details
1.	Name of the project	"AIPL Joy Central"
2.	Location of the project	Sector-65, Gurugram, Haryana.
3.	Nature of the project	Commercial colony
4.	DTCP license no.	License no. 247 of 2007 Dated-02.11.2007
5.	Registered/not registered	Not registered
6.	Allotment letter	09.05.2017 (As on page no. 76 of reply)
7.	Unit no.	81, Floor-Ground, Tower-N/A, Type-Retail Shop (As on page no. 72 of complaint)
8.	Unit Area	714sq.ft [Super-Area] (As on page no. 72 of complaint)

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9.	Unit Buyer's Agreement	27.10.2017 (As on page no. 70 of complaint)
10.	Possession clause	Clause 44 Subject to the aforesaid and subject to the Allottee not being in default under any part of this Agreement including but not limited to the timely payment of the Total Price and also subject to the Allottee having complied with all the formalities or documentation as prescribed by the Company, the Company endeavours to hand over the possession of the Unit to the Allottee within a period of 54 (fifty four) months, with a further grace period of 6 (six) months, from 1 September 2017. [Emphasis supplied] (As on page no. 89 of complaint)
11.	Due date of possession	01.03.2023 [Calculated 54 months plus 6 months from 01.09.2017 + 6 months on account of Covid-19]
12.	Sale consideration	Rs. 2,32,94,310/- (As per Account Statement dated 18.03.2025 on page no. 167 of reply)
13.	Total amount paid by the complainant	Rs. 2,20,50,441.53/- (As per Account Statement dated 18.03.2025 on page no. 167 of reply)
14.	Letter sent by respondent inviting objections/suggestions for approval of building plans	21.11.2019 (As on page no. 123 of reply)
15.	Occupation certificate	24.12.2021 (As on page no. 130 of reply)
16.	Offer of possession	21.01.2022 [Constructive possession] (As on page no. 104 of complaint)
17.	Letter sent by complainant to the respondent protesting about the present unit's	29.01.2022 (As on page no. 105 of complaint)



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location and seeking the originally allotted unit	
18. Reminders	11.02.2022, 21.02.2022, 19.04.2022, 29.06.2022, 09.09.2022, 10.11.2022, 09.12.2022, 11.01.2023, 15.03.2023, 06.04.2023, 05.05.2023, 07.07.2023, 08.08.2023, 12.09.2023, 09.10.2023, 08.11.2023, 08.11.2023, 12.11.2024, 11.12.2024, 14.01.2025.

The counsel for the complainant is seeking refund of the amount deposited by the complainant on the following grounds:-

1. That the layout plan of the project was changed on 18.11.2019 and the unit of the complainant was shifted without consent of the complainant in violation of Section 14 of the Act, 2016. He further points to Para No.2 of the Builder Buyer agreement dated 27.10.2017, wherein it has been stated that in case of variation in the layout plan or location of the booked unit and the same is not acceptable to the allottee, then the allottee would be eligible for withdrawal from the project and seek refund along with 18% interest.
2. That in violation of Clause 44 of the said agreement, physical possession was not handed over to the complainant till date. The offer of possession made on 21.01.2022 is of constructive possession and not of physical possession.

The counsel for the respondent states that in terms of Clause 43 of the Application Form dated 05.05.2017, the unit is not for self-occupation but for leasing to third party. Further, in terms of the buyer's agreement, Clause 33 the Leasing Arrangement has been elaborated. The Application Form and the buyer's agreement need to be read together.

The counsel for the complainant counters the same and states that the BBA supersedes the Application Form as the same is executed after the Application Form and is an agreement signed between the parties.

Arguments heard.

Order reserved.



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Matter to come up on **29.10.2025** for pronouncement of orders. The parties may file written statement within a period of 15 days with an advance copy to each other.

Ashok Sangwan
Member
24.09.2025