

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.173 of 2023

Date of Decision: August 02,2025

Experion Developers Pvt. Ltd., F-9, First Floor, Manish Plaza
1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi--110075

Appellant.

Versus

1. Anupama Joshi, R/o Gurgaon One Apartments, Tower GT-1,
Flat No. 6A, Old Delhi Gurgaon Road, Near Maruti
Factory, Sector 22, Mullahera (65), Gurgaon-122015, Haryana

2. Purnima Agarwal, R/o First Floor, 108, New Rajdhani
Enclave, Vikas Marg, Delhi-110092

Respondents

Present : Mr. Mukesh Tomar, Advocate for the appellant.
Mr. Ramnik Gupta, Advocate for the respondents.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(joined through VC)

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated
07.09.2022, passed by the Authority¹. The operative part
thereof reads as under:

*“46. Hence, the authority passes this order and
issues the following directions under section 37 of the
Act to ensure compliance of obligations cast upon the
promoter as per the function entrusted to the authority
under section 34(f) of the Act:*

¹ Haryana Real Estate Regulatory Authority, Gurugram

i. The respondent is directed to pay the interest at the prescribed rate i.e. 10% per annum for every month of delay on the amount paid by the complainants from the due date of possession i.e. 27.06.2016 till 27.02.2019 i.e. expiry of 2 months from the date of offer of possession (27.12.2018).

ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order.

iii. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

47. Complaint stands disposed of.

48. File be consigned to registry.”

2. Experion Developers Private Limited floated a project in the name and style of 'Windchants', Sector 112, Gurugram as Group Housing Colony. The respondents were allotted a residential unit in the same vide allotment letter dated 07.08.2012, super area being 3525 square feet (which was later on increased to 3647 square feet). It was agreed between the parties that possession of the unit would be handed over to the allottees within 42 months from the date of approval of building plan or date of environmental clearance, due date of possession being 27.06.2016. Basic sale price for the unit was fixed as Rs.2,49,25,839/- (including taxes). The allottees remitted Rs.2,65,86,173/- to the promoter. Occupation Certificate was granted to Experion Developers Pvt. Ltd. On 24.12.2018. Immediately thereafter i.e. on 27.12.2018, offer of possession was made to the respondents-allottees and conveyance deed was executed on 19.10.2021. The allottees preferred a

complaint before the Authority in December, 2021 seeking DPC².

3. The Authority considered rival contentions and came to the conclusion that the allottees were entitled to interest @ 10% for every month of delay on the amount paid by them from due date of possession till the date of offer of possession plus two months.

4. The appellant has assailed the aforesaid order. Its limited prayer is that grace period ought to have been granted by the Authority in terms of Clause 10.1 of the Apartment Buyer's Agreement. As per him, as the promoter adhered to all terms incorporated in the agreement, thus the allottee is equally bound to follow the conditions thereof. Relevant clause is reproduced hereunder for ready reference:

*“10.1 Subject to Force Majeure, timely payment of the Total Sale Consideration and other provisions of this Agreement, based upon the Company's estimates as per present Project Plans, the Company intends to hand over possession of the Apartment within a period of 42 (forty two) months from the date of approval of the Building Plans or the date of receipt of the approval of the Ministry of Environment and Forests, Government of India for the Project or execution of this Agreement, whichever is alter (**“Commitment Period”**). The Buyer further agrees that the Company shall additionally be entitled to a time period of 180 (one hundred and eighty) days (**“Grace Period”** after expiry of the Commitment Period for unforeseen and unplanned Project realities. However, in case of any default under this Agreement that is not rectified or remedied by the Buyer within*

² Delayed Possession Charges

the time period as may be stipulated, the Company shall not be bound by such Commitment Period.”

5. Mr. Gupta has vehemently opposed the plea. He submits that there is already considerable delay in handing over possession of the unit to the allottees. He has already suffered as the project was not completed within the prescribed period. In such circumstances, the appellant is not entitled to any grace period. As per him, the order passed by the Authority is totally sustainable and needs to be upheld.

6. As per clause 10.1 of the agreement, the possession of the unit was to be handed over within 42 months from the date of approval of the building plans or the date of receipt of approval of environmental clearance and there is a provision of a grace period of six months. It is not in dispute that Occupation Certificate was granted to the promoter on 24.12.2018, offer of possession was made to the allottees on 27.12.2018 and conveyance deed was executed on 19.10.2021. In view of clause 10.1 of the agreement, the promoter is entitled to avail grace period of six months.

7. Under these circumstances, we partly allow the appeal and decide to grant six months' grace period to the appellant. Due date of possession be computed accordingly.

8. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 be remitted to the Authority for disbursement to the parties as per their entitlement, subject to tax liability, if any.

9. Copy of this order be forwarded to the parties/their counsel and the Authority.

10. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

August 02, 2025
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