BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: October 13,2026

(1) Appeal No. 673 of 2024

1. Gopal Krishan Arora

2. Dhruv Arora (Legal Heir and s/o late Sh. Surender Kumar Arora) through GPA holder Kusum Arora

Both R/o C-1/17, First Floor, Rana Pratap Bagh New Delhi 110017 and 297, Sector-8, Ambala City, Haryana-134003

Appellants.

Versus

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

Respondent

(2) Appeal No. 597 of 2024

Experion Developers Private Limited, Registered Office at F-9, First Floor, Manish Plaza-1, Plot No. 7, Mlu, Sector 10, Dwarka, New Delhi-110075

Appellant.

Versus

1. Gopal Krishan Arora, H. No. C-1/17, First Floor, Rana Pratap Bagh Malka Ganj, Delhi

2. Surender Kumar Arora, 297, Sector-8, Ambala City, Punjab-134003

Respondents

Coram:

Justice Rajan Gupta **Chairman**

Dinesh Singh Chauhan **Member (Technical)**

Present: Mr. Neeraj Goel, Advocate
Mr. Neha Yadav, Advocate for
Mr. Dhruv Lamba, Advocate
for the allottees.

Mr. Shivam Sachdeva, Advocate
Ms. Mehak Sawhney, Advocate for
Mr. Naveen S. Bhardwaj, Advocate for
the promoter

RAJAN GUPTA, CHAIRMAN:

This order shall dispose of above-mentioned

appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 673 of 2024.

2. Present appeal is directed against order dated 09.04.2024 passed by the Authority[1]. Operative part thereof reads as under:

> ***"H. Directions of the Authority:***
> *70. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:*
> *a. The respondent shall pay interest at the prescribed rate i.e. 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. upto 27.12.2016 till the date of offer of possession (08.12.2017) plus two months, i.e. 08.02.2018 as per proviso to Section 18(1) of the Act read with rule 15 of the rules.*
> *b. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.*
> *c. The respondent is not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the builder buyer's agreement.*
> *d. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The respondent is further directed to hand over the possession within next two weeks and the complainant is also directed to take the possession of the subject unit.*
> *e. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged*

[1] Haryana Real Estate Regulatory Authority, Gurugram

at the prescribed rate i.e. 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e. the delayed possession charges as per section 2(za) of the Act.
71. Complaint stands disposed of.
72. File be consigned to the registry."

3. As per the averments made in the complaint Unit No. 1103, 11th Floor, Tower No. WT-07, measuring 2650 square feet was allotted to the original allottee in the project 'Windchants', Sector 112, Gurugram. Thereafter on 31.03.2014, the said unit was endorsed in favour of appellant No. 1 and on 3-0.12.2014, name of appellant No. 2-Surender Kumar Arora was added as co-owner along with appellant No. 1. Total sale consideration was Rs.2,06,46,921/-, out of which the allottees remitted an amount of Rs.1,97,19,159/-. Builder Buyer's Agreement was executed between the parties on 26.12.2012 under a construction-linked payment plan. As per Clause 10.1 of the agreement, possession was to be delivered by 27.12.2016. However, the offer of possession was made on 08.12.2017.

4. The allottees approached the Authority with a grievance that although the unit was booked for 2650 square feet, the promoter unilaterally increased the aid area by 152 square feet in the offer of possession and raised demands accordingly.

5. The allottees also contended that the unit offered was incomplete and inhabitable. Accordingly, they invoked the jurisdiction of the Authority by filing a complaint seeking physical possession and delay possession charges.

6. The promoter resisted the complaint on the ground that a valid offer of possession was made on 08.12.2017 after grant of Occupation Certificate on 06.12.2017. It was averred that the allottees failed to take possession despite requests and were liable to pay the outstanding dues.

7. After hearing rival contentions of the parties, the Authority disposed of the complaint with the directions, as reproduced in para No. 2 of this order.

8. Aggrieved by the aforesaid order, the allottees as well as the promoter have filed cross-appeals before this Tribunal.

9. Learned counsel for the allottees submitted that despite paying more than 90% of the entire sale consideration, possession of the unit was not handed over and the promoter continues to raise illegal demands as a pre-condition of possession.

10. On the other hand, learned counsel for the promoter submitted that the demands were perfectly valid and were raised in accordance with the agreement. It was argued that the area, at the time of booking, was tentatively 2650 square feet but after completion of the construction, the said area was increased by 152 square feet as per the sanctioned plan. The said increase in area was also in consonance with the terms of the agreement and the allottees are liable to pay outstanding dues as per demands raised by it.

11. We have heard learned counsel for the parties and given careful thought to the facts of the case.

12. The issue before this Bench pertains to the charges raised by the promoter for the increased area and other

ancillary heads. Stand of the promoter, is however, that same are in consonance with the terms of the agreement.

13. From a perusal of the relevant clauses of the agreement, there is no room for doubt that size of the unit can always vary and so is the price. Thus, the allottees are required to pay the price proportionate in the size of the unit offered to them. As we find no violation of any of the clauses of the agreement, no interference in appellate jurisdiction is called for.

14. Further, a perusal of the record reveals that Occupation Certificate to the project was granted on 06.12.2017 and offer of possession was made to the allottees on 08.12.2017. The allottees, however, did not take possession, asserting that the unit was not ready for possession.

15. The Tribunal holds that the offer of possession made on 08.12.2017 after receipt of Occupation Certificate constitutes a 'valid offer of possession' in terms of the law. Had the allottees accepted possession upon receipt of the said offer and settled the outstanding dues, further litigation and accrual of delayed possession charges could have been avoided.

16. Under these circumstances, it is held that there would be no justification in granting delay possession charges to the allottees beyond the period when the unit was ready for occupation and after valid offer of possession. We find no infirmity with the order passed by the Authority. The same is upheld.

17. The appeals are dismissed.

18. The amount of pre-deposit made by the promoter in Appeal No. 597 of 2024, along with interest accrued thereon, be remitted to the Authority at Gurugram for disbursement to the parties, according to their entitlement, subject to tax liability, if any.

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

20. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 13,2026
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