

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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**Appeal No.306 of 2022**

**Date of Decision: December 24, 2024**

Mahindra Homes Private Limited, 5<sup>th</sup> Floor, Mahindra  
Towers Worli, Mumbai-400018

Appellant.

Versus

(1) Mr. Sanjay Sohal, No. 7, Silver Oaks Avenue, DLF City  
Phase-I, Gurugram, Haryana.

(2) Smt. Komal Bedi, No. 7, Silver Oaks Avenue, DLF City,  
Phase-I, Gurugram, Haryana

(3) IREO Private Limited, C-4, 1<sup>st</sup> Floor, Malviya Nagar,  
New Delhi-110017

Respondents

**CORAM:**

**Justice Rajan Gupta**  
**Rakesh Manocha**

**Chairman**  
**Member(Technical)**

Present: Mr. Yashveer Balhara, Advocate for  
Mr. Vinay Kumar Arya, Advocate for the  
respondents.

**RAJAN GUPTA, J.**

The present appeal is directed against the order dated 09.02.2022, passed by the Authority<sup>1</sup>, whereby the appellant-promoter was directed to pay interest @ 9.30% per annum for every month of delay on the amount paid by the complainants-allottees from due date of possession i.e. 21.03.2021 till offer of possession i.e., 29.09.2021 after receipt of obtaining occupation certificate plus two months i.e. 29.11.2021.

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram

2. Brief factual matrix of the case is that the complainants booked a residential apartment in project “Luminare” in Sector 59, Gurugram. At the time of booking (i.e. 01.05.2015), they paid an amount of Rs.15,00,000/-. As per the complainants, he remitted a total sum of Rs. 1,58,67,951/- against total sale price of Rs.4,39,75,000/-. The builder claimed that as per terms of BBA<sup>2</sup> dated 01.09.2015, he was to deliver possession on or before March, 2020 with grace period of six months, which would come out to September, 2020. The case of the complainants, on the other hand, is that intentional delay was caused by the appellant-promoter in handing over possession of the unit in question. As they could not get possession in time, they are entitled to DPC<sup>3</sup> along with permissible interest.

3. Admittedly, the allottees are in possession of the unit. Instant complaint was instituted by the complainants on 26.07.2021 raising various pleas. Their complaint was allowed by the Authority directing that the builder should hand over possession and pay DPC from 21.3.2021 till the offer of possession i.e. 29.9.2021 plus two months.

4. Against the order passed by the Authority, the complainants did not prefer any appeal. The promoter has, however, challenged the impugned order. He has limited his prayer only for grant of grace period for the delay in handing over of possession due to on-set of COVID-19 in March, 2020.

5. The prayer made by learned counsel is untenable. BBA between the parties is on record. As per BBA, possession was to be delivered on or before 21.09.2020. It is evident from the order passed by the Authority that in terms of the BBA, it has already granted six months grace period to the appellant-promoter as it

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<sup>2</sup> Builder Buyer Agreement

<sup>3</sup> Delayed Possession Charges

observed that due date of possession would be taken as 21.03.2021. Promoter has granted delay compensation from this date i.e. 21.03.2021 till date of grant of occupation certificate i.e. 29.09.2021 plus two months. In view of the same, it appears that sufficient time has been granted to the appellant-promoter to give possession. His attempt now to get further concession of six months is mis-conceived.

6. The appeal is dismissed. The amount of pre-deposit made along with the appeal along with interest thereon be sent to the Authority below for disbursement to the same to the respondent-allottee subject to tax liability, if any, as per law.

7. Copy of this order be forwarded to the parties, their counsel and the learned Authority.

8. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

December 24,2024  
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