

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.357 of 2025**

**Date of Decision: July 15, 2025**

1. Chander Kanta Oberoi W/o Sh. Chander Kumar Oberoi  
2. Harpreet Kaur D/o Sh. Gurbachan Singh  
Both R/o DU-23, Vishaka Enclave, Pitampura, North West Delhi-110034

Appellants

Versus

M/s Emaar MGF Land Ltd. Presently known as Emaar India Ltd. Through its Authorised Signatory having Registered office at Emaar MGF Business Park, Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector 28, Gurugram-122002

Respondent

**CORAM:**

<b>Justice Rajan Gupta</b>	<b>Chairman</b>
<b>Rakesh Manocha</b>	<b>Member (Technical)</b>

Present : Mr. Neeraj Goel, Advocate for the appellants.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN**

Present appeal is directed against order dated 25.09.2024, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

*“33. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of*

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

*obligations cast upon the promoter as per the functions entrusted to the authority under Section 34(f) of the Act:*

- i. The respondent/promoter shall pay interest at the prescribed rate i.e. 11.10% for every month of delay on the amount paid by the complainants from the date 01.03.2019 till the date of offer of possession plus 2 months or handover of possession whichever is earlier after adjustment/deduction of the amount already paid if any towards delay in handing over of possession as per proviso to section 18(1) of the Act read with rule 15 of the rules.*
- ii. The respondent is directed to pay arrears of interest accrued, if any, after adjustment in statement of account, within 90 days from the date of this order as per rule 16(2) of the Act.*
- iii. The rate of interest chargeable from the allottees/complainants by the promoter, in case of default shall be charged at the prescribed rate i.e. 11.10% by the respondent/promoter which is the same rate of interest which the promoters 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.*
- iv. The respondent shall not charge anything from the complainant which is not the part of the agreement.*

*34. Complaint stands disposed of.*

*35. File be consigned to the registry.”*

2. It appears that project “Premier Terraces at the Palm Drive” was floated by the promoter in Sector 66, Gurugram,

Haryana. Original allottees-Gurmeher Singh Allagh and Trarvinder Allagh booked a unit in the project on 26.04.2010 for a total sale consideration of Rs.1,33,13,570/-. BBA<sup>2</sup> was executed between the parties on 26.07.2010. The due date of possession was 24.03.2014. The unit was thereafter endorsed in favour of subsequent purchaser on 01.03.2019. Occupation Certificate was granted to the promoter on 08.03.2019. Possession was offered to the subsequent allottees on 14.03.2019. Possession was delivered on 02.05.2019. Admittedly, conveyance deed was also executed. As there was delay in handing over possession, the subsequent allottees (appellants herein) filed the instant complaint seeking DPC<sup>3</sup> from due date of possession till actual handing over of possession.

3. After hearing the parties, the Authority directed the promoter to pay DPC<sup>4</sup> for every month of delay from 01.03.2019 till the date of offer of possession plus two months.

4. Counsel for the appellants has assailed the order passed by the Authority on the ground that the date from which DPC has been computed is erroneous. As per him, DPC should be granted from due date of possession (24.03.2014).

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

6. The Authority has granted DPC from 01.03.2019 when the allottees-appellants, who are subsequent purchasers,

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<sup>2</sup> Builder Buyer Agreement

<sup>3</sup> Delayed Possession Charges

<sup>4</sup> Delayed Possession Charges

stepped into the shoes of the original allottees. Occupation Certificate was granted to the promoter on 08.03.2019. Immediately thereafter, i.e., on 14.03.2019, it offered possession to the allottees. It is also the admitted position that conveyance deed was executed in favour of the allottees. As the appellants had purchased the unit much after expiry of due date of possession, they would not be entitled to delayed possession charges from any date prior to the date when they stepped into the shoes of the original allottees. Law is well-settled on this point.

7. There is no infirmity with the order passed by the Authority. Thus, no case for interference in appellate jurisdiction is made out.

8. The appeal is hereby dismissed.

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

10. File be consigned to records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

July 15, 2025  
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