

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Date of Decision: August 02,2025**

**Appeal No. 159 of 2022**

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, 3<sup>rd</sup> Floor, Square One, C-2, District Centre, Saket, New Delhi-110017, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram-122002, Haryana through its authorized representative Sayantan Mondal, aged 33 years son of S. N. Mondal

Appellant.

Versus

1. Deepika Agarwal

2. Karun Bansal

Both residents of Flat No. 802, Block-J, Godrej Summit Sector 104, Gurugram-122018

Respondents

Present : Ms. Tanika Goyal, Advocate for the appellant.  
Mr. Neeraj Goel, 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 12.08.2021, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

*“57. Hence, the authority hereby 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):*

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

*(i) The respondent is directed to pay the interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 26.08.2013 till 21.01.2021, i.e. expiry of 2 months from the date of offer of possession (21.11.2020). The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the rules.*

*(ii) Also, the amount of Rs.3,82,123/- so paid by the respondent to the complainants towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to Section 18(1) of the Act.*

*(iii). The respondent shall not charge Rs.18,573/- towards electrification charges from the complainants.*

*(iv) The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants/allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal Nos. 3864-3889/2020 decided on 14.12.2020.*

*58. Complaint stands disposed of.*

*59. File be consigned to registry."*

2. It appears that project 'Emerald Estate Apartments' at Emerald Estate was floated by the appellant in Sector 65, Gurugram. The respondents were allotted a unit vide provisional allotment letter dated 29.09.2009 (revised provisional allotment letter dated 11.03.2010). Buyer's

agreement was executed between the parties on 27.03.2010. Total sale consideration of the unit was Rs.41,48,066/-. The allottees are stated to have paid an amount of Rs.42,45,137/-. Occupation Certificate in respect of the project was granted on 11.11.2020. The promoter offered possession to the allottees on 21.11.2020. As there was delay in handing over of possession, the allottees preferred the instant complaint seeking DPC<sup>2</sup>.

3. After considering rival contentions, the Authority directed payment of delay possession compensation @ 9.30% per annum from 26.08.2013 till 21.01.2021.

4. Limited grievance raised by the appellant before this Bench is that in terms of agreement, the appellant was entitled to six months grace period. Relevant clause is reproduced hereunder for ready reference:

*“11. POSSESSION*

*(a) Time of handing over the possession*

*Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Buyer's Agreement, and not being in default under any of the provisions of this Buyer's Agreement and compliance with all provisions, formalities, documentation etc. as prescribed by the Company, the Company proposes to hand over the possession of the unit within 36 months from the date of commencement of construction and development of the unit. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of six months, for applying and obtaining the completion*

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<sup>2</sup> Delayed Possession charges.

*certificate/occupation certificate in respect of the Unit and/or the Project.”*

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

6. A bare reading of the aforesaid clause shows that the agreement allows grace period of six months to the promoter. In the facts and circumstances of the instant case, we feel that this clause should have been invoked by the Authority. The only plea of the promoter is that six months grace period be granted to it in terms of clause 11(a) of the agreement. We feel that prayer of the appellant is justified.

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

8. The amount of pre-deposit made by the promoter in present appeal, along with interest accrued thereon, 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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