

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.397 of 2023

Date of Decision: September 04,2025

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, 3rd 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 Manish Mahajan, aged about 35 years S/o Anil Kumar

Appellant.

Versus

1. Kusum Bali;

2. Jagdeep Bali;

Both Residents of 843, Sector 17A, Gurugram, Haryana-122001

Respondents

Present : Ms. Tanika Goyal, Advocate along with
Ms. Ankita Chaudhary, Advocate for the appellant.

Mr. Geetansh Nagpal, Advocate along with
Ms. Japneet Kaur, Advocate for the respondents.

CORAM:

**Justice Rajan Gupta
Rakesh Manocha**

**Chairman
Member (Technical)**

ORDER:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated 13.12.2022 passed by the Authority¹. Operative part thereof reads as under:

“34. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast

¹ Haryana Real Estate Regulatory Authority, Gurugram

upon the promoter as per the function entrusted to the authority under Section 34(f):

i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.35% per annum for every month of delay on the amount paid by the complainants from 24.06.2013 till 09.05.2018 i.e. expiry of 2 months from the date of offer of possession (09.03.2018). 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. The amount of compensation already paid to the complainants as delay compensation in terms of the buyer's agreement shall be adjusted towards delay possession, charges payable by the promoter at the prescribed rate of interest to be paid by the respondent as per the proviso to section 18(1) of the Act.

iii. The respondent shall not levy/recover any charge 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 buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864/3889/2020 decided on 14.12.2020."

2. It appears that in a project "Emerald Plaza, Sector 65, Gurugram", floated by the promoter-appellant, the respondent-allottees had booked office space/unit for a total consideration of Rs.34,84,988/-, out of which they remitted an amount of Rs.34,99,259/-. Builder Buyer's Agreement was executed between the parties on 24.12.2010. As per agreement, due date of possession was 24.06.2013. Occupation Certificate was granted to the promoter on 08.01.2018 and immediately thereafter, it offered possession on 09.03.2018. Unit was

handed over to the allottees vide letter dated 25.09.2018 and even conveyance deed was executed on 05.10.2018. As there was delay in handing over possession, the respondent-allottees preferred the complaint before the Authority claiming DPC² and other reliefs.

3. After considering the rival contentions of the parties, the Authority directed the appellant-promoter to pay DPC to the respondent-allottees from 24.06.2013 till 09.05.2018 i.e. expiry of 2 months from the date of offer of possession.

4. Counsel for the appellant has raised the plea that the complaint is being barred by limitation. As per her, grace period ought to have been granted by the Authority in terms of clause 16(a)(ii) of the agreement.

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

6. It is on record that offer of possession was made to the allottees on 09.03.2018 and conveyance deed was executed on 05.10.2018. The allottees approached the Authority on 24.03.2021 i.e. within three years from the date of execution of conveyance deed. Admittedly, there is no limitation prescribed in the Act³. Even otherwise, this question need not be gone into as the complaint has not been filed after undue delay even from the date of offer of possession. Thus, it does not suffer from any laches.

7. As regards maintainability of the complaint having been preferred after execution of the conveyance deed, the

² Delayed Possession Charges

³ The Real Estate (Regulation and Development) Act, 2016

Bench need not to delve deep into it as the complaint before the Authority was not filed after undue delay.

8. As regards the prayer of the appellant for grant of grace period, which has been declined by the Authority, Clause 16(a)(ii) of the agreement has been referred to. Same reads as under:

“ii. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of one hundred and twenty (120) days over and above the period more particularly specified herein-in-above in sub-clause (a)(i) of clause 16, for applying and obtaining necessary approvals in respect of the Commercial Complex.”

9. It is not in dispute that Occupation Certificate was granted to the promoter on 08.01.2018, offer of possession was made to the allottees on 09.03.2018 and conveyance deed was executed on 05.10.2018. In view of clause 16(a)(ii) of the agreement, the promoter is entitled to avail grace period of four months (120 days).

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

11. The amount of pre-deposit made by the promoter in this 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.

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

13. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

September 04,2025
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