

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 284 of 2024

Date of Decision: September 09, 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.

----Appellant

Versus

Alankar Baunthiyal, R/o House No. 3/11, Ground Floor, Opposite Brain International School, Vikar Puri, Tilak Nagar, S.O. West Delhi, Delhi – 110 018.

---Respondent

CORAM:

**Justice Rajan Gupta
Shri Rakesh Manocha**

**Chairman
Member (Technical)**

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

Mr. Yaseen Sethi, Advocate for
Mr. Rishabh Jain, Advocate,
for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN :

Present appeal is directed against order dated 03.01.2024 passed by the Authority¹. Operative part thereof reads as under:

“30. 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 issue an updated, fresh and detailed statement of account as per the terms and conditions agreed at the time of execution of the BBA to the complainant within 30 days after adjusting the amount already paid by the respondent to the allottee. Further, the respondent is directed to pay the interest at the prescribed rate, i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from the due date of handing over the possession of the unit, i.e. 11.05.2017 to 23.12.2019 i.e. after expiry of 2 months from the date of offer of possession (23.10.2019). The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.

2. Factual matrix of the case, as extracted from table given in the impugned order, is that in a Group Housing Project, namely, "Imperial Garden", floated by the promoter-appellant in Sector 102, Gurugram, the respondent-allottee had booked a unit measuring 2000 sq. feet. Total sale consideration of the unit was Rs.1,49,91,160/-. Unit bearing No. IG-06-1603 on 16th floor in Tower No. 06 was allotted to the respondent-allottee vide provisional allotment letter dated 27.02.2013. Respondent-allottee paid an amount of Rs.1,59,29,667/-. Buyer's Agreement was executed between the appellant-promoter, respondent-allottee and one Mrs. Neetu Khantwal, his sister-in-law (co-applicant) on 23.05.2013. Later on, vide letter dated 28.05.2014, a request was made to the appellant-promoter to delete the name of co-applicant Mrs. Neetu Khantwal and thus, respondent-allottee became the sole owner of the unit in question. As per agreement, due date of

possession was 11.05.2017. Occupation Certificate was granted to the promoter on 17.10.2019 and immediately thereafter, it offered possession to the respondent-allottee on 23.10.2019. Unit was handed over to the allottee vide letter dated 01.09.2020 and even Conveyance Deed was executed on 02.05.2023. As there was delay in handing over possession of the unit, the respondent-allottee preferred a complaint before the Authority claiming DPC² and other relief.

3. After considering rival contentions of the parties, the Authority directed the appellant-promoter to pay DPC to the respondent-allottee from 11.05.2017 till 23.12.2019 i.e. after expiry of 2 months from the date of offer of possession.

4. Limited grievance raised by the appellant-promoter before this Bench is that in terms of clause 14(a) of the Buyer's Agreement, the appellant-promoter was entitled to three months' grace period which the learned Authority has not granted.

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

6. As regards the prayer of the appellant-promoter for grant of three months' grace period which has been declined by the Authority, it would be apposite to reproduce hereunder the relevant clause of the Buyer's Agreement. Clause 14(a) of the Buyer's Agreement reads as under:

"14. POSSESSION

(a) Time of handing over the Possession

² Delayed Possession Charges

Subject to terms of this clause and baring force majeure conditions, and subject to the Allottee having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this 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 42 (Forty Two) months from the date of start of construction ; subject to timely compliance of the provisions of the Agreement by the Allottee. The Allottee agrees and understands that the Company shall be entitled to a grace period of 3 (three) months after the expiry of said period of 42 months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.

7. It is not in dispute that Occupation Certificate of the project was granted to the promoter on 17.10.2019; offer of possession was made to the allottee on 23.10.2019 and Conveyance Deed was executed on 02.05.2023. However, a bare reading of the aforesaid clause of the Buyer's Agreement goes to show that the promoter is entitled to avail grace period of three months. Counsel for the respondent-allottee has not been able to rebut this position.

8. Under these circumstances, we feel that the appellant-promoter is entitled to take benefit of above clause and its prayer for grant of grace period is justified. Accordingly, we partly allow the appeal and grant three months' grace period to the appellant-promoter. Due date of possession be computed accordingly.

9. The amount of pre-deposit made by the appellant-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.

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

11. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

September 09, 2025
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