

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.398 of 2023**

**Date of Decision: 05.03.2026**

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 – 110 017, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram – 122 002, Haryana, through its Authorized Representative.

----Appellant

Versus

1. Madho Singh Rawat,
2. Bhawna Rawat

Both residents of Flat No. 193, First Floor, Indraprastha Colony, Sector 30/33, Faridabad.

----Respondents

**CORAM:**

**Justice Rajan Gupta**

**Chairman**

**Dr. Virender Parshad**

**Member (Judicial)**

Present: Ms. Ankita Chaudhary, Advocate,  
for the appellant.

Mr. Mangesh Goel, Advocate,  
for the respondents.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN (ORAL):**

Present appeal is directed against order dated 12.01.2023 passed by the Authority<sup>1</sup> at Gurugram, operative part whereof reads as under :

***“H. Directions of the authority***

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

25. Hence, the authority hereby passes this order and issue 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) :

- i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.60% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 16.06.2016 till the date of offer of possession i.e. 31.05.2019 plus two months or the date of handing over of possession i.e. 27.07.2019 whichever is earlier. 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 by the respondent 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.

26. The complaints stand disposed of.

27. File be consigned to registry.”

2. It appears, a project in the name and style of 'Gurgaon Greens' was floated by the appellant in Sector 102 of Gurugram. Respondents were allotted a unit measuring 1650 sq. feet therein. It is uncontroverted that possession of the unit was delivered to the allottees on 27.07.2019 and Conveyance Deed was executed on 28.08.2019 in their favour. Only grouse, that survived was, as regards payment of delay possession charges. The complainants instituted the instant complaint almost two years and eleven months after the execution of the Conveyance Deed. Their complaint was entertained and the Authority

adjudicated upon the matter. It directed payment of delay possession charges from due date of possession i.e. 16.06.2016 till the date of offer of possession i.e. 31.05.2019 plus two months or the date of handing over of possession i.e. 27.07.2019 whichever is earlier, to be paid to the complainants within 90 days from the date of the order.

3. We have heard counsel for the parties and gone through the records of the case.

4. Today, during the course of arguments, counsel for the appellant has limited her prayer to grant of grace period in terms of Clause 14(a) of the Builder Buyer's Agreement. She also posed a challenge to the passing of the liability of HVAT to the appellant-promoter.

5. Clause 14(a) of the Builder Buyer's Agreement is reproduced hereunder for ready reference :

**“14. Possession**

**(a) Time of handing over the Possession**

*Subject to terms of this clause and barring 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 36 (Thirty Six) 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 5 (five) months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.”*

6. In terms of above, we find substance in the plea of the appellant for the grant of grace period. We, thus, accept this prayer and partly allow the appeal to this extent. Accordingly, due date of possession would come to 16.11.2016 instead of 16.06.2016.

7. As regards HVAT, Mr. Goel has fairly submitted that he would not press for the same and would bear this liability as regards HVAT.

8. In view of above, the matter can be given a quietus.

9. Appeal is disposed of in the above terms.

10. The amount of pre-deposit made by the appellant in terms of proviso to Section 43(5) of the RERA Act 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.

11. Needless to observe that as this order has been passed in view of certain concessions given by the learned counsel, it would not act as a precedent.

12. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad  
Member (Judicial)

05.03.2026  
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