

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.608 of 2021**

**Date of Decision: April 01,2026**

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-110017, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram-122002, Haryana through its authorized representative Mr. Subrat Kumar Pradhan, age 45 years son of late Sh. Sarat Kumar Pardhan

Appellant.

Versus

Rohitashva Swaroop, resident of Flat No. L-1106, Palm Drive Apartments, Sector 66, Gurugram-122018

Respondent

**CORAM:**

**Justice Rajan Gupta  
Dinesh Singh Chauhan**

**Chairman  
Member (Technical)**

Present: Mr. Kunal Dawar, Senior Advocate assisted by Mr. Rohit Sangam and Ms. Ankita Chaudhary, Advocates for the appellant.

Mr. Arun Sharma, Advocate for the respondent.

**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:

***“H. Directions of the authority***

*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 upon the*

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

*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. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 26.08.2013 till 22.01.2021 i.e. expiry of 2 months from the date of offer of possession (22.11.2020). 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.*

*ii. Also, the amount of Rs.5,22,380/- so paid by the respondent to the complainant 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 anything from the complainant which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainant/allottee 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.*

*31. Complaint stands disposed of.*

*32. File be consigned to registry."*

2. It appears that the appellant-promoter floated a project-'Emerald Estate Apartments at Emerald Estate' in Sector 65, Gurugram. The respondent-allottee booked a unit therein. The promoter issued provisional allotment letter dated 29.09.2009. Total sale consideration of the unit was Rs.59,61,621/-. He remitted an amount of Rs.61,00,747/-.

BBA<sup>2</sup> was executed between the parties on 13.05.2010. Due date of possession was 26.08.2013. As there was delay in handing over the possession, the allottee filed a complaint before the Authority seeking interest on the amount paid by him to the promoter from due date of possession till offer of possession.

3. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in paragraph No. 1 of this judgment.

4. Aggrieved against the order of the Authority, the promoter has filed the present appeal.

5. Learned counsel for the promoter has posed a challenge to the impugned order on the ground that grace period of six months has not been awarded to it and interest on the payments made after due date of delivery of possession should be from the respective dates of payments.

6. As per clause 11(a) of the Buyer's agreement, the possession of the unit was to be handed over within 36 months from the date of commencement of construction (26.08.2010). The agreement allows a grace period of six months for obtaining occupation certificate. However, the Authority did not acknowledge this grace period.

7. Learned counsel for the respondent-allottee has also no objection to the grant of six months grace period in view of clause 11(a) of the agreement.

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<sup>2</sup> Builder Buyer's Agreement

8. In view of above, the due date of delivery of possession would come to 26.02.2014 and the allottee shall be entitled for DPC at the same rate from 26.02.2014 till 22.11.2020 plus two months i.e.22.01.2021.

9. Further, argument of the promoter that interest on the amount paid by the allottee after due date of possession should be from respective dates of payments is sustainable.

10. In view of the above, it is held that the payments made by the allottee after due date of possession i.e. 26.2.2014 should accrue interest from the dates those payments were made by the allottee to the promoter.

11. Consequently, the appeal is allowed.

12. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon, be remitted to the Authority for disbursement to the parties according to their entitlement, subject to tax liability, if any.

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

14. File be consigned to records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

April 01,2026  
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