

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 391 of 2023
Date of Decision: 08.07.2026

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 Authorised
Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

Neeraj Chauhan (HUF) R/o 30 Adarsh Apartment, A2 Block,
Paschim Vihar, New Delhi 110063.

Respondent

Coram:

Justice Rajan Gupta

Chairman

Dr. Virender Parshad

Member (Judicial)

Present: Mr. Rohit Sangam, Advocate, with
Ms. Drisha Kansal, Advocate,
for the appellant-promoter.

Mr. Manmeet Singh Jamwal, Advocate,
for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
08.09.2022 passed by the Authority¹. Operative part thereof
reads as under:-

*“i. The respondent is directed to pay the interest at
the prescribed rate i.e., 10% per annum for every
month delay on the amount paid by the complainant
from 07.09.2013 till 25.03.2018 i.e. expiry of 2
months from the date of offer of possession*

¹Haryana Real Estate Appellate Authority, Gurugram

(25.01.2018). 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. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per section 2(za) of the Act.

iii. The respondent is directed to give right to park one car in the multi-level basement parking of the building free of any usage charges.

Iv. 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 buyers agreement as per law settled by hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

36. Complaint stands disposed of.

37. File be consigned to registry."

2. Learned counsel are *ad idem* that the main contention as regards complaint having been filed post execution of conveyance deed no longer survives in view of the judgment delivered by this Tribunal in *Appeal No. 946 of 2024 titled as Emaar India Ltd. Vs. Poonam Goel and another decided on 02.07.2026.*

3. Mr. Rohit submits that the Authority erred in declining to grace period notwithstanding Clause no.16A incorporated in the agreement dated 07.03.2011. Said clause is reproduced hereunder for ready reference:

"16. Possession

(a) Time of handing over the possession

- i. *That the possession of the Retail Spaces in the commercial complex shall be delivered and handed over to the Allottee(s), within thirty (30) months of the execution hereof, subject however to the Allottee(s) having strictly complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and all amounts due and payable by the Allottee(s) under this Agreement having been paid in time to the Company. The company shall give notice to the Allottee(s). Offering in writing, to the Allottee to take possession of the Retail Spaces for this occupation and use ("Notice of Possession").*
- 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 here-in-above in sub-clause (a)(i) of clause 16, for applying and obtaining necessary approvals in respect of the commercial complex."*

4. Mr. Jambal does not controvert the terms of the agreement.

5. In view of aforesaid clause, appellant is entitled to four months' grace period.

6. Keeping in view of the grace period, the delay possession charges would be payable from **07.01.2014 to 25.03.2018.**

7. In view of above, the appeal is disposed of

8. The amount of pre-deposit made by the appellant-promoter along with the appeal in terms of proviso to Section 43(5) of the 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.

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

10. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr.VirenderParshad
Member (Judicial)

08.07.2026
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