

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 371 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

Deepak Joshi r/o 206 Time tower MG Road Gurugram, Haryana.

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. Jagdeep Kumar, Advocate,
for the respondent-allottee.

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:-

*“37. Hence, the authority hereby passes this order
and issues the following directions under section 37
of the Act to ensure compliance to obligations cast
upon the promoter as per the function entrusted to
the authority under section 34 (f):*

¹Haryana Real Estate Appellate Authority, Gurugram

i. The respondent is directed to pay delayed possession charges as per the proviso to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 at the prescribed rate of interest i.e., 10% per annum for every month delay on the amount paid by the complainant to the respondent from the due date of possession i.e. 31.12.2018 till 24.12.2019 i.e. expiry of 2 months from the date of offer of possession (24.10.2019). 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.

ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules and thereafter monthly payment of interest be paid till date of handing over of possession shall be paid on or before the 10th of each succeeding month.

iii. The respondent is directed to get the conveyance deed executed in favour of the complainants after obtaining occupation certificate to fulfil its obligation conferred upon him under section 11(4)(f) of Act of 2016 and on the other hand, the complainant shall also participate in execution of conveyance deed as per duty conferred upon him under section 19(11) of the Act.

iv. the respondent is directed to fulfil all the contractual obligations conferred upon him vide buyers agreement and to handover the unit to the complainant/allottees complete in all aspects and as per the specifications agreed upon.

v. The respondent shall not charge anything from the complainant which is not the part of the flat buyers agreement.

vi. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

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.*

35. *This decision shall mutatis mutandis apply to cases mentioned in para 3 of the order.*

36. *Complaint stands disposed of. True Certified copy of this order shall be placed in the case file of each matter.*

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.14A incorporated in the agreement. Said clause 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, 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(s) 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.”

4. Mr. Jagdeep Kumar does not controvert the terms of the agreement.
5. In view of aforesaid clause, appellant is entitled to three months grace period.
6. Keeping in view of the grace period, the delay possession charges would be payable from 11.08.2017 to 30.10.2018.
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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