

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 434 of 2022

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

1. Pawan Kumar Agarwal;
2. Veena Agarwal, both r/o 221 Deed Plaza Complex OPP Civil Court
Gurugram.

Respondents

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. Shubhnit Hans, Advocate,
Mr. Anjanpreet Singh, Advocate,
for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
21.12.2021 passed by the Authority¹. Operative part thereof
reads as under:-

*“56. Hence, the authority hereby passes this order
and issues the following directions under section 37*

¹Haryana Real Estate Appellate Authority, Gurugram

of the Act to ensure compliance to 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. 9.30% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 27.08.2015 till 03.03.2020 i.e. expiry of 2 months from the date of offer of possession (03.01.2020). 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 complainants are directed to take possession of the subject unit within 2 months from the date of this order. Interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges as per section 2(za) of the Act.

iii. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants /allottees 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.

57. Complaint stands disposed of.

58. File be consigned to registry."

2. Admittedly, the issue of complaint being post execution of conveyance deed is not involved in this case.

3. As regards the question of payment of delay possession charges, the respondent-allottees are subsequent

allottees who have stepped into the shoes of the original allottee. Thus, they are entitled to delay possession charges only from the date on which they stepped into shoes of the original allottees i.e. 28.07.2015. Accordingly, the delay possession charges would be payable to them for the period from 28.07.2015 to 03.03.2020 i.e. expiry of two months from the date of offer of possession (03.01.2020).

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

5. 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.

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

7. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

08.07.2026
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