

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 382 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

1. Neera Khunita;
2. Sonakshi Khuntia, both r/o House no. 1/103 SOM, Vihar, R.K.
Puram, New Delhi 110022.

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. Satyavee Singh, Advocate, with
Ms. Divyanshi Rathore, 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 10% per annum for every month
of delay on the amount paid by the complainants*

¹Haryana Real Estate Appellate Authority, Gurugram

from due date of possession ie. 30.11.2015 till 22.12.2019 i.e. expiry of 2 months from the date of offer of possession (22.10.2019). 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 respondent is directed to pay arrears of interest accrued within 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 succeeding month.

iii. the respondent shall not charge anything from the complaint which is not the part of the buyer's agreement. The respondent is not entitled to claim holding charges to the complainants/allottees at any point of time even after being part of the buyer's agreement as per law settled by hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

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

v. 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 allottees, in case of default of the delayed possession charges as per section 2(zc) of the Act."

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.10 incorporated in the agreement. Said clause is reproduced hereunder for ready reference:

“10. Possession

Time of handing over the possession

Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of the Buyer’s Agreement. And not being in default under any of the provisions of this Buyer’s 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 constructions, subject to timely compliance of the provisions of the Buyers’ Agreement by the Allottee. The Allottee(s) agrees and understands that the company shall be entitled to a grace period of 3 (three) months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.”

4. Learned counsel for the respondents does not controvert the terms of the agreement.

5. In view of aforesaid clause, appellant would be entitled to three months’ grace period.

6. Keeping in view of the grace period, the delay possession charges would be payable from 09.11.2015 to 25.12.2019.

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
Rajni