

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 234 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. Anita Sharma;
2. Neelanjali Sharma, both r/o C-16, South City-1, Gurugram-
1222001.

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, with
Mr. Anjanpreet Singh, Advocate,
for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
15.12.2021 passed by the Authority¹. Operative part thereof
reads as under:-

*“63. 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 delay on the amount paid by the complainant from due date of possession i.e. 20.06.2016 till 18.09.2019 i.e. expiry of 2 months from the date of offer of possession (18.07.2019). 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 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.

64. Complaint stands disposed of.

65. 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.14(a) 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 5 (five) 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 five months' grace period.
6. Keeping in view of the grace period, the delay possession charges would be payable from 20.11.2016 to 18.09.2019.
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.Virender Parshad
Member (Judicial)

08.07.2026
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