

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 374 of 2023

Date of Decision: 12.08.2026

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. Parminder Datt;
2. Nidhi Datt Both r/o Flat No. 66, SFS Apartments, 2nd Floor, Hauz
Khas, New Delhi 110070.

Respondents

Coram:

Justice Rajan Gupta

Chairman

Dr. Virender Parshad

Member (Judicial)

Present: Ms. Ankita Chaudhary, Advocate,
for the appellant-promoter.

Mr. Harshit Joon, 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:-

*“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*

¹Haryana Real Estate Appellate Authority, Gurugram

upon the promoter as per the function entrusted to the authority under section 34 (f):

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. 30.12.2013 till 19.01.2021 i.e. expiry of 2 months from the date of offer of possession (19.11.2020). 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. Advanced maintenance charges:- keeping in view of the facts above the authority deems fit that the respondent is right in demanding advance maintenance charges at the rate prescribed therein at the time of offer of possession in view of the judgment passed. However, the respondent shall not demand the advance maintenance charges or more than one (1) from the allottee.

iv. the respondent cannot charge any HVAT from the allottees prospective buyers for the period 01.04.2014 to 30.06.2017 as the same was to be borne by the promoter-developer only. Therefore, the respondent shall not demand the same and the lien so market be removed information about the same be also sent to the concerned bank by the promoter as well as complainants along with copy of this order.

v. The respondent/promoter is not entitled to charge GST from the complainants/allottees as the

liability of GST had not become due up to the due date of possession as per the said agreement.

vi. The respondent shall not levy/recover any charges from the complainants which is not the part of the buyers agreement. The respondent is not entitled to claim holding charges from 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 appeal nos. 3864-3889/2020 decided on 14.12.2020.

vii. 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.

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

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

50. 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. Ms. Chaudhary submits that the Authority erred in declining to grant grace period notwithstanding Clause no.11

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

“11. Possession

(a) Time of handing over the possession

Subject to terms of this clause and barring force majeure conditions, subject to the Allottee(s) 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 36(thirty six) months from the date of execution of buyers agreement. 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. Mr. Harshit Joon 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 25.04.2013 to 13.02.2020.

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)

12.08.2026
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