BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal no. 418 of 2024

Date of Decision: October 28, 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 about 35 years S/o Anil Kumar.

Appellant-Promoter

Versus

1. Arun Jain;

2. Neelam Jain Both R/o 10-05-35, Jurong East AVE-1, Oasis Singapore-609775.

Respondents

CORAM:

Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

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

Mr. Jagdeep Kumar, Advocate for the respondents.

O R D E R:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 31.05.2024 passed by the Authority[1]. Operative part thereof reads as under:

"H. Directions of the authority

[1] Haryana Real Estate Regulatory Authority, Gurugram

65. Hence the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of 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. 10.85% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 14.06.2016 till 12.02.2019 i.e. expiry of two months from the date of offer of possession (12.12.2018).

ii. Also, the amount of Rs.3,08,799/- so paid by the respondent towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to Section 18(1) of the Act.

iii. 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.

iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e. 10.85% 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 i.e., the delayed possession charges as per section 2(za) of the Act.

v. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

66. Complaint stands disposed of.

67. File be consigned to registry."

2. It appears that a project in the name and style of 'Gurgaon Greens' was floated by the appellant-promoter in Sector 102, Gurugram. The respondents were allotted a unit

therein vide allotment letter dated 28.01.2013. Total sale consideration of the unit was Rs.1,24,85,084/-. The allottees remitted an amount of Rs.1,24,85,082/-. Builder Buyer's Agreement was executed between the parties on 11.04.2013. Due date of possession was 14.06.2016. Occupation Certificate to the project was granted on 05.12.2018. Offer of possession was made to the allottees on 12.12.2018. Unit was handed over to the allottees vide letter dated 21.01.2019. Even conveyance deed was executed in favour of the allottees on 29.01.2019. The allottees invoked the jurisdiction of the Authority by filing a complaint in the year 2022 seeking Delay Possession Charges and other ancillary reliefs.

3. After considering rival contentions of the parties, the Authority disposed of the complaint by issuing the directions, as reproduced in paragraph No. 1 of this order. Feeling aggrieved with the said order, the promoter has filed the present appeal.

4. Learned counsel for the appellant-promoter contended that jurisdiction of the Authority was invoked after three years after execution of the conveyance deed and thus, delay possession charges were awarded in violation of the terms of the agreement. She further contended that grace period ought to have been granted by the Authority in terms of the relevant clause of the agreement.

5. Learned counsel for the respondent-allottees defended the impugned order. However, he submitted that he has no objection if the grace period is granted. He further submitted that in other cases of the similar nature, the

Authority itself has taken the relevant clause into consideration and granted benefit of grace period, however, in the present appeal same benefit has not been granted.

6. The contention of learned counsel for the appellant-promoter that no claim for interest on account of delay in delivery of possession could be maintained after execution of the conveyance deed is rejected in view of the judgment of this Tribunal in Appeal No. 946 of 2024—***Emaar India limited v. Poonam Goel and another,*** decided on 02.07.2026.

7. As per possession clause of the agreement, the possession of the unit was to be handed over within 36 months from the date of start of construction and there is a provision of a grace period of five months. It is not in dispute that Occupation Certificate was granted to the promoter on 05.12.2018, offer of possession was made to the allottees on 12.12.2018 and conveyance deed was executed on 29.01.2019. In view of relevant clause in the agreement, the promoter is entitled to avail grace period of five months.

8. Under these circumstances, we partly allow the appeal and decide to grant five months' grace period to the appellant. Accordingly due date of possession comes to be 14.11.2016.

9. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016, 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.

10. Copy of this order be forwarded to the parties/their counsel and the Authority.

11. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 28,2026
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