



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

29

Day and Date	Thursday and 08.05.2025
Complaint No.	CR/5027/2023 Case titled as Ankita Garg and Tarun K Mittal VS Emaar India Limited
Complainant	Ankita Garg and Tarun K Mittal
Represented through	Shri Varun Chugh Advocate
Respondent	Emaar India Limited
Respondent Represented through	Shri Harshit Batra Advocate
Last date of hearing	13.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 30.10.2023 and registered as complaint no. 5027 of 2023 and the respondent has filed reply to the present complaint on 08.02.2024.

Succinct facts of the case as per complaint and reply are as under:

S. No.	Particulars	Details
1.	Name of the project	"Emerald Hills Floors", Sector 65, Gurugram, Haryana
2.	Nature of project	Residential
3.	DTCP License no.	i. 10 of 2009 dated 21.05.2009 valid up to 20.05.2019 ii. 113 of 2011 dated 22.12.2011 valid up to 20.12.2024
4.	Unit no.	EHF-267-A-FF-103, Block/sector-Amber, 1 st floor (As per page no. 19 of the complaint)
5.	Unit area	1380 sq. ft. (Super Area)



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CR/502/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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		(As on page no. 19 of the complaint)
6.	Date of execution of buyer's agreement	17.03.2010 (As per page no. 17 of the complaint)
7.	Nomination letter	27.04.2017 (As per page no. 140 of the reply)
8.	Possession clause	13. POSSESSION (i) Time of handing over the Possession <i>Subject to terms of this clause and 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 Floor within 27 months from the date of execution of this agreement. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of six (6) months, for applying and obtaining the occupation certificate in respect of the floor and/or the project.</i> (Emphasis supplied) (As on page no. 32 of the complaint)
9.	Due date of possession	17.09.2012 (Note: Due date to be calculated 27 months from the date of execution of the buyer's agreement i.e., 17.03.2010 plus grace period of 6 months)
10.	Total sale consideration	Rs.56,01,363/- (As per SOA on page no. 147 of the reply)

11.	Amount paid by the complainants	Rs.56,01,362/- (As per SOA on page no. 147 of the reply)
12.	Occupation certificate	03.12.2018 (As per page no. 141 of the reply)
13.	Offer of possession	22.12.2018 (As per page no. 55 of the complaint)
14.	Indemnity cum undertaking	04.01.2019 (As per page no. 150 of the reply)
15.	Unit handover letter	01.02.2019 (As on page no. 153 of the reply)
16.	Conveyance deed	26.02.2019 (As per page no. 63 of the complaint)

The complainants are seeking delayed possession charges from the due date of possession i.e., 17.09.2012 till offer of possession 22.12.2018. Conveyance deed has already been executed in favour of the complainant on 26.02.2019. However, it is observed by the Authority that the complainants are subsequent allottees and had entered into the shoes of original allottee vide nomination letter dated 27.04.2017 i.e., almost 5 years after the due date of possession. The Authority has already held in complaint no. 7606 of 2022 that if the subsequent-allottee comes after the due date of possession, then the delay possession charges are to be allowed from the date of nomination only.

The counsel for the respondent states that the complaint is barred by limitation as the offer of possession has already been made on 22.12.2018 and conveyance deed has been executed on 26.02.2019. On the contrary, the counsel for the complainant contended that in view of the directions of the Hon'ble Supreme court of India, the complaint is covered under permissible zero period allowed by the Hon'ble Apex Court in and hence not barred by limitation.

Arguments heard.

The respondent is directed to pay delayed possession charges to the complainant from 27.4.2017 till the date of offer of possession i.e., 22.12.2018 plus two months or actual handing over of possession i.e.,



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01.02.2019 whichever is earlier.

Detailed order will follow. Matter stands disposed off.

V.1
Vijay Kumar Goyal
Member
08.05.2025