

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no: 4572-2025
First date of hearing: 29.10.2025
Date of decision : 06.01.2026

Mrs. Kanchi Gupta
R/o: -21, Old Katra, Allahabad, Uttar Pradesh-211002 **Complainant**

Versus

M/s SRV Automotives Pvt. Ltd.
Registered office: Plot no. 146, Gali no. 1, Opp. Police
Chowki, Kapashera, New Delhi-110037 **Respondent**

CORAM:

Shri Arun Kumar **Chairman**
Shri Phool Singh Saini **Member**

APPEARANCE:

Shri Gaurav Rawat (Advocate) **Complainant**
Shri Jatin Sharma (Advocates) **Respondent**

ORDER

1. The present complaint has been filed by the complainants/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details

4. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1	Name of the project	"Landmark "The Homes-81""
2	Location of the project	Village Nawada, Sector 81, Gurugram
3	Nature of the project	Affordable Group Housing project
4	Project Area	5.0 acres
5	DTCP license no. and validity status	04 of 2021 dated 02.02.2021 valid up to 01.03.2026
6	Name of licensee	M/s S.R.V Automotives Pvt. Ltd.
7	RERA Registered	36 of 2021 dated 16.07.2021 valid upto 28.02.2026
8	Unit and Floor no.	F-0302, 3 rd floor [page 32 of complaint]
9	Unit area admeasuring	566.606 sq. ft. (super area) (carpet area) 124.162 sq.ft. (balcony area) [page 32 of the complaint]
10	Allotment cum demand letter	09.10.2021 [Page 32 of complaint]
11	Date of execution of buyer's agreement	06.12.2021 [Page 37 of complaint]
12	Possession Clause	7. Possession of the unit for residential/commercial (as the case may be): 7.1 Schedule for possession of the said unit/apartment for residential/commercial The promoter agrees and understands that timely delivery of possession of the unit/apartment for residential/commercial (as the case may be) along with one 2 wheeler parking (if applicable) to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of

		<p>the agreement. The promoter assures to handover possession of the unit/ apartment for residential/ commercial (as the case may be) along with one 2-wheeler parking (if applicable) as per agreed terms and conditions unless there is delay due to "force majeure", court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. The parties agree that the time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e., events which are beyond the control of any party and the said time limits shall be extended by the period of the said force majeure events. Such act shall mean any event which by itself or in combination with other events or circumstances could not, by the exercise of reasonable diligence or despite the adoption of reasonable precautions and/or alternative measures, have been prevented...." (Emphasis Supplied) (Page no 54 of the complaint)</p> <p>As per affordable housing policy 2013 1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. The date shall be referred to as the "date of commencement of project" for the purpose of this policy. The license shall not be renewed beyond the said 4 years from the date of commencement of project.</p>
13	Date of approval of building plans	01.03.2021 (as per clause D of the BBA at page no. 38 of the complaint)
14	Date of environment clearance	16.11.2021 (taken from another file of the same project)

15	Due date of possession	16.11.2025 (calculated from the date of EC i.e., 16.11.2025 being later)
16	Total sale consideration	Rs.23,16,424/- (as per allotment letter dated 09.10.2021, page 32 of complaint)
17	Amount paid by the complainant	Rs.23,39,591/- (as alleged by the complainant)
18	Occupation Certificate/ Completion certificate	12.11.2025 (as per DTCP cite)
19	Intimation of possession	14.08.2025 (page 62 of complaint)

B. Facts of the complaint

1. The complainant has made the following submissions in the complaint: -
 - a. That in 2021, the respondent issued an advertisement announcing an affordable housing project "**LANDMARK THE HOMES 81**" at Village Nawada, Sector - 81, Gurugram was launched by **respondent**, under the license no. 04 of 2021 (02-03-2021), issued by DTCP, Haryana, Chandigarh, situated at Sector - 81 Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondent confirmed that the projects had got building plan approval from the Authority.
 - b. That the complainant while searching for a residential unit was lured by such advertisements and calls from the brokers of the respondent for buying a flat in their project. The respondent told the complainant about the moonshine reputation of the company and the representative of the respondent made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the National Capital Region. The respondent handed over one brochure to the complainant which showed the



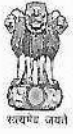
project like heaven and in every possible way tried to hold the complainant and incited the complainant for payments.

- c. That relying on various representations and assurances given by the Respondent company and on belief of such assurances, complainant, booked a unit in the project by paying a booking amount towards the booking of the said unit bearing no F-0302, 3rd floor, tower-F along with one 2 wheeler parking, in Village Nawada Sector 81, Gurugram, having carpet area measuring 566.606 sq. ft. balcony area 124.162 Sq. FT. to the respondent dated 15.08.2021 and the same was acknowledged by the respondent.
- d. That respondent sent an allotment cum demand letter dated 09.10.2021 to the complainant confirming the booking of the unit dated 15.08.2021, allotting a unit no. F-0302, 3rd floor, tower-F along with one 2-wheeler parking measuring 566.606 sq. ft. balcony area 124.162 sq. ft. in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs. 22,16,424/-, which includes basic price Plus EDC and IDC, 2-Wheeler parking charges, PLC, IFMS and other Specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.
- e. That respondent along with aforesaid allotment demand letter dated 09.10.2021 sent time line linked payment plan and as per said plan complainant was required to make the total sale consideration of the unit i.e. Rs. 22,16,424/- in eight instalments.
- f. That after repeated request, emails and reminders respondent on 06.12.2021, got the buyers agreement executed with the complainant.



As per clause 7.1 of the agreement respondent undertook to complete the construction of the unit on or before 28.02.2026. Hence the due date of possession comes out to be 28.02.2026.

- g. That allotment of the unit was made on 09.10.2021, after coming into force of the RERA Act, 2016 and as per the Act, after coming into force of the Act the respondent is under obligation to get the buyers agreement executed as per the sample agreement provided under the Act, and HARERA Rules, 2017, made thereafter, but in the present case respondent failed to comply with the same. As the agreement executed with the complainant is not as per the standard agreement provided under the Act, and HARERA Rules, 2017. Hence, the respondent violated the same.
- h. Further, the complainant having dream of its own residential unit in NCR signed the booking application in the hope that the unit will be delivered within four years from the date of execution of agreement. The complainant was also handed over one detailed payment plan. It is unfortunate that the dream of owning a unit of the complainant were shattered due to dishonest, unethical attitude of the respondent.
- i. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. Such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were



- being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.
- j. That during the period the complainant went to the office of respondent several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainant visited the site but was not allowed to enter the site and even there was no proper approached road. The complainant even after paying amounts still received nothing in return but only loss of the time and money invested by them.
- k. That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent with regard to execution of the builder buyer agreement. The respondent was never able to give any satisfactory response to the complainant regarding the status of the agreement, construction and were never definite about the delivery of the possession.
- l. That the complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they get the agreement executed and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given.
- m. That the respondent despite having made multiple tall representations to the complainant, the respondent has chosen deliberately and

contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated allottees.

- n. That the respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, allotment letter and the different advertisements released from time to time. Further, such acts of the respondent is also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.
- o. That the respondent has played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period and not to charge anything not agreed upon. The respondent had further malafidely failed to execute the BBA with the complainant. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
- p. That the complainant has suffered a loss and damage in as much as they had deposited the money in the hope of getting the said unit for residential purposes. They have not only been deprived of the timely possession of the said unit but the prospective return they could have got if they had invested in fixed deposit in bank. Therefore, the relief/compensation in such cases would necessarily have to be higher.
- q. That as per the payment plan agreed upon respondent sent a demand letter dated 20.08.2024 on account of within 36 months from the date of issuance of allotment amounting to Rs. 2,92,449/- to the complainant. It is pertinent here that in hope of getting the possession

of said unit, complainant duly make the above said payment demanded to the respondent.

- r. That respondent sent letter on account of intimation for offer of possession dated 14.08.2025 to the complainant, mentioning that the construction of the said unit has been completed and the occupation certificate for said project has been applied. The unit is ready for the possession for the purpose of commencing the fit-outs and interior work and the same can be legitimately offered by the developer to you.
- s. That along with the above said letter of offer of possession respondent raised several illegal demands on account of water connection charges-Rs. 4366/-, administrative charges-Rs.17,700/-, meter connection charges- Rs.8,496, external electrification charges- Rs.97,769/-, labour cess-Rs.10,800/-, advance electricity consumption charges- 6000/-, IFSD Charges-Rs.27,991/- and advance operational & servicing charges-Rs.29,500/-, which was never the part of the payment plan provided along with allotment letter and agreement to sell. Therefore, the total demand raised by the respondent in aforesaid mentioned letter is of Rs. 2,02,961/-. It is pertinent to mention here even the respondent asked for the deposit of the amount in non-Escrow account, after coming into force of the RERA Act,2016 and as per the Act, the respondent is under obligation to get the amount in the Escrow account only provided under the Act, and HARERA Rules, 2017, made thereafter, but in the present case respondent failed to comply with the same.

- t. That offering possession by the respondent on payment of charges which the buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession. It would be noticed from the details provided above that those charges were never payable by the complainant as per the allotment, by the complainant and hence the offer of possession.
- u. That it has been held by the Honourable NCDRC, New Delhi in many cases that offering of possession on the payment of charges which the unit buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession. In the present case asking for charges as elaborated above, which the allottees are not contractually bound to pay is illegal and unjustified and therefore not a valid offer of possession. In fact, it is a letter for demand of money rather than being an offer of possession.
- v. That the complainant after receiving the aforesaid letter of offer of possession asked the respondent to provide the copy of the OC but respondent fail to provide the same.
- w. That the respondent in respect of the said unit has not received the OC till dated. Hence, respondent without getting the OC sent offer of possession letter which is bad in the eye of law and clearly shows the malafide intention on the part of the respondent to cheat and extract the money from the innocent allottees. Furthermore, as per the provisions of RERA, respondent cannot offer sent the offer of possession letter to complainant without receiving the OC from the

concerned department. Therefore, the said letter of possession dated 14.08.2025 is illegal and not valid as per the provisions of the RERA.

- x. That complainant sent various reminders to the respondent challenging the letter of offer of possession and demand raised. Furthermore, complainant repeatedly request the respondent to provide justification for increase in total sale consideration and to withdraw the offer of possession letter and issue fresh offer of possession without illegal demands but respondent failed to do so till date.
- y. That complainant after receiving the aforesaid demand on account of raised/ challenged the aforesaid demand letter on account raising the concern/objection that on ground reality status of construction of is not the same as the demand of money raised. Furthermore, requested for the inspection of the unit as per the agreement. That thereafter complainant sent several reminders through telephone and emails to the respondent's company but they were never able to give any satisfactory response regarding the aforesaid issues raised by the complainant.
- z. That the complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the respondent, from the respondent point of view may be unique and innovative but from the allottee point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as

breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.

- aa. That the complainant after losing all the hope from the respondent, having their dreams shattered of owning a shop & having basic necessary facilities in the vicinity of the LANDMARK THE HOMES 81 Project and also losing considerable amount, are constrained to approach the Authority for redressal of their grievance. Hence the complaint.

C. Relief sought by the complainant:

5. The complainant has sought following relief(s):

- i. Directing the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BA.
- ii. Restrain the respondent from raising fresh demand for payment under any head.
- iii. Quash the illegal demand of respondent raised along with letter for intimation of possession dated 14.08.2025.
- iv. Direct the respondent not to levy holding charges from the complainant.
- v. Direct the respondent to set aside the illegal demand of respondent raised along with letter for intimation of possession dated 14.08.2025 along with the demands raised and restraining the respondents from charging any penalty from complainant.
- vi. Restrain the respondent from raising the illegal demand on account of advanced monthly maintenance.
- vii. Direct the respondent not to charge anything which is not the part of the agreement to sell.
- viii. Direct the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.
- ix. Direct the respondent to executed CD.

- x. Direct the respondent to issue fresh offer of possession after receiving of the OC and to provide the copy of the OC.
 - xi. Direct the respondent to provide the exact lay out plan of the said unit and justification for increased in the area.
6. The respondent/promoter put in appearance through its counsel and marked attendance on 29.10.2025, 26.11.2025, 10.12.2025 & 06.01.2026. Despite giving specific directions to file reply, it has failed to comply with the orders of the Authority. It shows that the respondent is intentionally avoiding filing of the written reply. Therefore, the defence of the respondent was ordered to be struck off for not filing reply.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submission made by the complainants.

D. Jurisdiction of the Authority

8. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

D.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

D. II Subject matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

E. Findings on the relief sought by the complainants:

- i. **Directing the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BA.**
- ii. **Direct the respondent to executed CD.**

12. The complainant has booked a unit bearing no. F-0302, 3rd floor ad-measuring 566.606 Sq.ft. carpet area & 124.162 Sq.ft. balcony area in the respondents' project namely Landmark "The Homes-81", Sector 81, Gurugram for a sale consideration of Rs. Rs.23,16,424/- against which the complainant has paid an amount of Rs. 23,39,591/-. As per documents available on record, the respondent has obtained the Occupation Certificate

12.11.2025, but nothing has been placed on record which shows that the respondent issued offer of possession after the obtaining OC.

13. The Authority observes that the respondent-promoter has obtained Occupation Certificate of the said project from the competent authority on 12.11.2025. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject unit to the complainants complete in all respect as per specifications mentioned in BBA and thereafter, the complainants-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.
14. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.
15. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the Occupation Certificate/Completion Certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the

Act, failing which the complainant may approach the adjudicating officer for execution of order.

- iii. **Restrain the respondent from raising fresh demand for payment under any head.**
 - iv. **Quash the illegal demand of respondent raised along with letter for intimation of possession dated 14.08.2025.**
 - v. **Direct the respondent to set aside the illegal demand of respondent raised along with letter for intimation of possession dated 14.08.2025 along with the demands raised and restraining the respondents from charging any penalty from complainant.**
 - vi. **Restrain the respondent from raising the illegal demand on account of advanced monthly maintenance.**
 - vii. **Direct the respondent not to charge anything which is not the part of the agreement to sell.**
16. The respondent is directed shall not charge anything which is not the part of BBA and affordable housing policy, 2013.
- viii. **Direct the respondent not to levy holding charges from the complainant.**
17. As far as holding charges are concerned, the developer having received the sale consideration has nothing to lose by holding possession of the allotted flat except that it would be required to maintain the apartment. Therefore, the holding charges will not be payable to the developer. Even in a case where the possession has been delayed on account of the allottee having not paid the entire sale consideration, the developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed.
18. Moreover, the respondent is not entitled to claim holding charges from the complainant/allottee 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. 3864-3899/2020 decided on 14.12.2020.

- ix. **Direct the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.**
19. There is nothing on record to show that the respondent forced the complainant to sign any indemnity-cum-undertaking. Hence, no relief is granted.
- x. **Direct the respondent to provide the exact lay out plan of the said unit and justification for increased in the area.**
20. As per Section 11(3)(a) of the RERA Act of 2016, developers are mandated to provide allottees with sanctioned plans, layout plans, and specifications at the time of booking and the issuance of the allotment letter. This disclosure ensures that homebuyers have comprehensive information about the proposed project from the outset. So, the respondent-builder is directed to provide all the necessary approvals obtained from the competent authority.

I. Directions of the Authority

21. 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) of the Act:
- i. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the Occupation Certificate in respect of the project has already been obtained by it from the competent authority.
 - ii. The respondent is directed to execute the conveyance deed of the allotted unit within a period of 3 months from the date of this order.


- iii. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement and the provisions of the Affordable Housing Policy, 2013.
 - iv. The respondent-builder is directed to provide all the necessary approvals obtained from the competent authority.
22. Complaints as well as applications stand disposed of.
23. File be consigned to the registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

06.01.2026



(Arun Kumar)
Chairman

HARERA
GURUGRAM