

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

NAME OF THE BUILDER		SRV Automotives Private Limited
S. No.	Case No.	Case title
1.	CR/4556/2025	Richa Sharma and Rohit Gulati VS SRV Automotives Private Limited
2.	CR/4557/2025	Anurag Sharma VS SRV Automotives Private Limited
3.	CR/4558/2025	Meetu Agarwal VS SRV Automotives Private Limited
CORAM:		
Shri Arun Kumar		Chairman
APPEARANCE:		
Shri Gaurav Rawat		Advocate for the complainant
Shri Amarjeet Kumar		Advocate for the respondent

ORDER

1. The above complaints have been filed by the complainants/allottee 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 provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Landmark the Homes 81, Sector-81 Gurugram, Haryana being developed by the respondent/promoter i.e., SRV Automotives Private Limited. The issue involved in all cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	CR no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/ Allotment letter	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/4556/2025 Case titled as Richa Sharma and Rohit Gulati VS SRV Automotives Private Limited Complaint filed on 29.08.2025 RR not received yet.	D-1506, 14 TH FLOOR, Tower-D [pg. 49 of complaint] 645.484 sq. ft. 143.817 sq. ft. balcony area	16.02.2023 [pg. 32 of complaint]	02.06.2025 [due date calculated from the date of building plan being later] OC received on 12.11.2025 [as per offer of possession dated 13.11.2025]	Rs. 28,11,033/- [pg. 50 of complaint]	Rs. 28,39,147/-

				Offer of possession: 13.11.2025		
2.	CR/4557/2025 Case titled as Anurag Sharma VS SRV Automotive Private Limited Complaint filed on 29.08.2025 RR not received yet.	D-1401, 13 th FLOOR, Tower-D [pg. 43 of complaint] 645.484 sq. ft. 143.817 sq. ft. balcony area	20.02.2023 [pg. 40 of complaint]	02.06.2025 [due date calculated from the date of building plan being later] OC received on 12.11.2025 [[taken from other file] Offer of possession: 14.08.2025 [pg. 65 of complaint]	Rs. 28,11,033/- [pg. 43 of complaint]	Rs. 28,39,149/-
3.	CR/4558/2025 Case titled as Meetu Agarwal VS SRV Automotive Private Limited Complaint filed on 29.08.2025 RR not received yet.	C-1404 13 th FLOOR, Tower-C [pg. 46 of complaint] 645.484 sq. ft. 143.817 sq. ft. balcony area	25.10.2023 [pg. 42 of complaint]	02.06.2025 [due date calculated from the date of building plan being later] OC received on 12.11.2025 [[taken from other file]	Rs. 33,47,420/- [pg. 46 of complaint]	Rs. 33,81,037/-

				Offer of possession: 14.08.2025 [pg. 68 of complaint]		
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Relief sought by the complainants:

- i. Direct the Respondent to hand over lawful and physical possession of the unit to the complainant.
- ii. Direct the Respondent to pay interest for delay in possession at the prescribed rate under the Real Estate (Regulation and Development) Act, 2016 from the due date of possession till the date of actual handing over of possession.

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. Out of the above-mentioned cases, the particulars of case **CR/4557/2025 Case titled as Anurag Sharma VS SRV Automotives Private Limited** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

7. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name of the project	Landmark the Homes 81, Sector-81 Gurugram
2.	Nature of the project	Affordable group housing colony
3.	Project area	5 acres
4.	License no.	04 of 2021 dated 02.03.2021 till 01.03.2026
5.	RERA registered or not	36 of 2021 dated 16.07.2021 valid till 28.02.2026
6.	Allotment letter	16.02.2023 [pg. 30 of complaint]
7.	Registered Agreement for sale	20.02.2023 [pg. 40 of complaint]
8.	Unit no.	D-1401, 13 th FLOOR, Tower-D [pg. 43 of complaint]
9.	Area of the unit	645.484 sq. ft. 143.817 sq. ft. balcony area
10.	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



		<p><i>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 the Agreement. The Promoter assures to hand over 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....."</i></p> <p><i>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. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licence shall not be renewed beyond the said 4 years from the date of commencement of project.</i></p>
11.	Total sale price as per BBA	Rs. 28,11,033/-

		[pg. 43 of complaint]
12.	Paid up amount as alleged by the complainant in its complaint	Rs. 28,39,149/-
13.	Date of approval of building plans	02.06.2021 [as per information given by the respondent at the time of registration]
14.	Date of approval EC	23.03.2021 [as per information given by the respondent at the time of registration]
15.	Due date of possession	02.06.2025 [due date calculated from the date of building plan being later]
16.	OC dated	12.11.2025 [taken from other file]
17.	Intimation of possession	14.08.2025 [pg. 65 of complaint]

B. Facts of the complaint.

8. The complainants have made the following submissions in the complaint:
- I. That the Respondent advertised its new affordable housing project "LANDMARK THE HOMES 81" (hereinafter referred to as "the Project") situated at Village Nawada, Sector-81, Gurugram. The Respondent published attractive advertisements, made tall claims regarding



- amenities, timely delivery, and quality of construction, and painted a rosy picture of the project to lure homebuyers.
- II. In 2021, the Respondent launched the Project under License No. 04 of 2021 dated 02.03.2021, issued by DTCP, Haryana, and invited applications from prospective buyers. The Respondent represented that all necessary approvals including Building Plan Approval had been obtained.
 - III. The Complainant, while searching for a residential unit, was approached by Respondent's brokers/representatives who glorified the project, highlighted the so-called reputation of the company, and handed over brochures portraying the project as a premium affordable housing project. Relying on such representations, the Complainant decided to purchase a unit in the Project.
 - IV. The Complainant booked Unit No. D-1401, 13th Floor, Tower-D along with one 2-wheeler parking on 16.02.2023 by paying the booking amount, which was duly acknowledged by the Respondent. The unit has a carpet area of 645.484 sq. ft. and balcony area of 143.817 sq. ft.
 - V. The Respondent issued an Allotment-cum-Demand Letter dated 16.02.2023 confirming the said booking and allotting the above-mentioned unit for a total sale consideration of ₹ 28,11,033/- (inclusive of basic cost, EDC/IDC, parking, PLC, IFMS, and other charges).
 - VI. Along with the allotment letter, the Respondent provided a Construction-Linked Payment Plan requiring the Complainant to pay the total sale consideration in nine instalments.

- VII. As per the demands raised by the Respondent, the Complainant paid a total sum of ₹ 28,39,149/- against the total sale consideration of ₹ 28,11,033/-. After repeated reminders, the Builder Buyer Agreement (BBA) was executed on 24.02.2023. Under Clause 7.1 of the BBA, the Respondent agreed to complete construction of the unit and hand over possession by 28.02.2026. Thus, the due date of possession is 28.02.2026.
- VIII. The BBA executed is not in conformity with the Standard Agreement prescribed under RERA and the Haryana Real Estate Rules, 2017. The Respondent has therefore violated mandatory statutory provisions. The Respondent designed the payment plan in a manner to extract maximum payment at an early stage, without corresponding progress in construction. The Complainant repeatedly visited the Respondent's office and requested site visits, but entry was denied citing internal policies.
- IX. Despite paying substantial amounts, the Complainant received no clarity on construction status, no transparency in the demand schedule, and no satisfactory response from the Respondent. It is evident that the Respondent made false promises, indulged in unfair trade practices, and deliberately delayed execution of the BBA as well as construction activities. Such conduct is in clear violation of the provisions of the RERA Act and HRERA Rules.
- X. On 20.06.2025, the Respondent raised a demand of ₹ 1,41,649/- claiming it was towards 'Application of OC'. The Complainant paid this

amount as well. Thereafter, the Respondent issued an "Intimation for Offer of Possession" dated 14.08.2025 claiming that construction was complete and OC had been applied for. However, the Respondent raised several illegal and arbitrary charges which were never part of the payment plan or agreement, namely:

- Water connection charges - ₹ 4,366/-
- Administrative charges - ₹ 17,700/-
- Meter connection charges - ₹ 8,496/-
- External electrification charges - ₹ 97,769/-
- Labour cess - ₹ 10,800/-
- Advance electricity consumption charges - ₹ 6,000/-
- IFSD - ₹ 32,274/-
- Advance operational & servicing charges - ₹ 35,400/-

XI. The total illegal demand raised was ₹ 2,12,805/-.

- The Respondent also demanded payment in a non-Escrow account, which is strictly prohibited under RERA.
- Demanding charges that are not part of the agreement makes the "Offer of Possession" invalid in the eyes of law. Numerous judgments of Hon'ble NCDRC support that an offer of possession linked with illegal demands is not a valid offer.

XII. The Complainant requested a copy of the Occupation Certificate, but the Respondent failed to provide the same. In fact, the Respondent has not obtained the OC till date, making the Offer of Possession dated

14.08.2025 illegal and void. The Complainant repeatedly raised objections to the illegal charges and requested withdrawal of the faulty Offer of Possession, but the Respondent failed to respond.

XIII. The Respondent's conduct shows clear malafide intention to extract money from innocent allottees, despite being fully aware that OC had not been received and the unit was not ready for possession. The Respondent is guilty of deficiency in service, unfair trade practice, breach of statutory duties, and violation of several provisions of the RERA Act and HRERA Rules.

XIV. The Complainant invested their life savings in the hope of owning a home, but the Respondent has harassed, cheated, and misled the Complainant at every step. The possession of the unit must be handed over only after obtaining OC, providing all amenities and facilities promised in the brochure, and completing the project in all respects. The Complainant purchased a flat in a residential complex, not merely a standalone structure.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s).

- I. Direct the Respondent to hand over lawful and physical possession of the unit to the complainant.
- ii. Direct the Respondent to pay interest for delay in possession at the prescribed rate under the Real Estate (Regulation and Development) Act, 2016 from the due date of possession till the date of actual handing over of possession.

10. The present complaint is filed on 29.08.2025 and was registered as Complaint No. 4557 of 2025. The notice sent to the Respondent through email was duly served on 013.09.2025. The notice sent to the Respondent through post was also duly served. As per the Registry, the Complainants sent a copy of the complaint along with annexures via speed post as well as email, and the tracking report for the same was submitted along with the complaint. Despite proper service of notice, counsel for the Respondents appeared before this Authority on 30.01.2026, namely Shri Amarjeet Kumar, Advocate for Respondent.
11. However, no written reply has been filed by the Respondents till date. The Authority observes that the matter has been listed on forth occasions before this forum. Despite repeated indulgence and adequate opportunities granted, the respondent has not filed its reply within the stipulated or extended timelines. The respondent has been afforded ample opportunity to present its defence, including extensions subject to costs, yet has chosen not to comply with the directions issued by this Authority.
12. In view of the foregoing, this Authority is of the considered opinion that sufficient opportunity has already been afforded to the respondent to file its reply and present its case. No further indulgence is warranted. Accordingly, the matter is now being proceeded with ex-parte and decided on merits based on the material available on record.
13. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on

the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

14. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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.

E.II Subject-matter jurisdiction

16. 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) The promoter shall-

(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.

17. 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.

F. Findings on the relief sought by the complainant.

F.I Direct the Respondent to hand over lawful and physical possession of the unit to the complainant.

F.II Direct the Respondent to pay interest for delay in possession at the prescribed rate under the Real Estate (Regulation and Development) Act, 2016 from the due date of possession till the date of actual handing over of possession.

18. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

*.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*

19. Clause 7 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**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 the Agreement. The Promoter assures to hand over 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....."

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. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licence shall not be renewed beyond the said 4 years from the date of commencement of project.

20. Admissibility of delay possession charges at prescribed rate of interest:

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such

benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

21. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
23. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter

which is the same as is being granted to the complainant in case of delayed possession charges.

25. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 7 of the Apartment Buyer's Agreement dated 20.02.2023 executed between the parties, the possession of the subject apartment was to be delivered on or before 02.06.2025. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.
26. In view of the above, the Respondent non-compliance with the mandate under Section 11(4)(a) read with the proviso to Section 18(1) of the Act stands established. Consequently, the Complainant is entitled to interest for every month of delay in possession from 02.06.2025 until the date of valid offer of possession, plus a further period of two months after obtaining the Occupation Certificate from the competent authority, or until actual handing over of possession, whichever is earlier, in accordance with Section 18(1) of the Act, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
27. Furthermore, in terms of Section 17(1) of the Act, the Respondent is obligated to hand over physical possession of the allotted unit to the

Complainant. Accordingly, the Respondent is directed to hand over possession of the subject unit, as per the specifications mentioned in the Builder Buyer Agreement, after obtaining the Occupation Certificate from the competent authority.

G. Directions of the Authority

28. 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 delayed possession charges at the prescribed rate of interest @10.80% p.a. for every month of delay from the due date of possession i.e., 02.06.2025 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of the unit, whichever is earlier, as per section 18(1) of the Act of 2016 read with under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
- II. The arrears of such interest accrued from 02.06.2025 till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- III. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- 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., 10.80% 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 execute the conveyance deed of the allotted unit within a period of 3 months after obtaining occupation certificate from the competent authority 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.
- VI. The respondent is also directed not to charge anything which is not part of builder buyer's agreement
29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
30. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
31. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026