HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	**1973 of 2024**
Date of Filing:	**22.01.2025**
First Date of Hearing:	**17.03.2024**
Date of Decision:	**04.08.2026**

Sompal
H. No. B-1232, Gali No. 04,
Sangam Vihar, Deoli,
South Delhi, Delhi, 110062. ....COMPLAINANT

Versus

SRS Real Estate Limited
SRS Tower 124-126, 1st Floor,
Near Mewla Maharajpur Metro Station,
Faridabad, Haryana, 121003. ......RESPONDENT

Present: Adv. Himanshu Ahuja, learned counsel for the complainant through VC

None for the respondent

ORDER: (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by the complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that

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the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project	"SRS Pearl Heights", Sector-87, Faridabad, Haryana.
2.	Nature of the project.	Residential
3.	RERA Registered/Not Registered	Not Registered
4.	Flat no. and area	C3/P/PH/87/P04 (1290 sq. fts, super area)
5.	Date of Flat Buyer Agreement	13.08.2012
6.	Possession clause 4.1 as per FBA dated 13.07.2012	Subject to Clauses 1.24, 4.2 and 13 herein or any other circumstances not anticipated and beyond the control of seller and any restraints/ restrictions from any courts/ authorities and subject to the Purchaser(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 including but not limited to timely payment of total Sale consideration and stump duty and other charges and having

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		complied with all provisions, formalities, documentation etc, as prescribed by the seller, whether under this Agreement or otherwise, from time to time, the seller proposes to hand over the possession of Flat to the purchaser(s) within a period of 48 months from the date of execution of this agreement. The seller shall give Notice of Possession to the purchaser(s) with regard to the handing over of possession, and in the event the Purchaser(s) fails to accept and take the possession of the said Flat within 30 days from the date indicated in the notice of possession and the said Flat shall remain at the risk and cost of the Purchaser(s).
7.	Due Date of Possession	13.08.2016
8.	Basic Sale Consideration	₹34,49,000/-
9.	Amount paid by the complainant	₹41,57,057/-
10.	Occupation certificate received by respondent	19.07.2017
11.	Offer of Possession	04.08.2017

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. The complainant, Sompal purchased a flat from the respondent/Builder, M/s SRS Real Estate Limited, in their project namely 'SRS Pearl Heights' situated

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at Sector-87, Faridabad, as per the construction plan under License No. 49 dated 25.08.2009 and License No. 78 of 2011 dated 10.09.2011.

4. As per the allotment letter dated 18.04.2012 (Annexure P-3) for unit no. C3/P/PH/87/P04 (having a super area of 1,290 sq. ft.), the agreed total consideration comprised:

   i. Basic Sale Price (BSP): ₹34,49,000/-

   ii. Interest-Free Maintenance Security (IFMS): ₹64,500/-

   iii. Club Charges: ₹75,000/-

   iv. Podium Charges: ₹1,78,500/-

   v. Applicable taxes and Development Charges (EDC/IDC) levied by the Government from time to time.

   Total net consideration and payment status is depicted below (CHART – A):

Sr. No.	Particulars	BSP (₹)	Development Charges @ ₹411/sq. ft. (₹)	VAT / Service Tax (₹)	IFMS Charges (₹)	Club Charges (₹)	Podium Charges (₹)	Remarks
1	Agreed Amount	34,49,000	5,30,190	1,13,523	64,500	75,000	1,78,500	As Agreed
2	Paid Amount	31,95,344	5,30,190	1,13,523	84,500	75,000	1,78,500	As Paid
3	Payment %	92.65% Paid	100% Paid	100% Paid	100% Paid	100% Paid	100% Paid	Payment Status

5. Flat buyer agreement was executed between the parties on 13.08.2012 (Annexure P-4) for the basic sale price of ₹34,49,000/-. The total agreed consideration at booking (inclusive of taxes and EDC) was ₹44,10,713/-, against which the complainant has already paid ₹41,57,057/-, as reflected in the account ledger dated 04.08.2017 issued by the builder.

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6. That the builder issued a demand-cum-possession letter dated 04.08.2017 (Annexure P/9), unilaterally increasing the super area from 1,290 sq. ft. to 1,364 sq. ft. without prior communication or justification. Consequently, additional demands were raised under various heads (CHART – B):

S.No.	Head	Agreed Amount (₹)	New Demand (₹)	Difference / Extra (₹)	Remarks
1	BSP	3,449,000	3,646,849	1,97,849	Due to increased area
2	Development Charges	5,30,190	5,60,604	30,414	As above
3	IFMS	64,500	68,200	3,700	As above
4	VAT / Service Tax	1,13,523	1,59,507	45,984	Due to increased amounts
5	Podium Charges	1,78,500	1,88,740	10,240	Due to stated increase in area
6	GST / SGST	0	41,128	41,128	Unjustified demand
7	Interest	0	1,84,802	1,84,802	Unjustified / No reason stated
8	TOTAL	4,335,713	4,849,830	5,14,117	Total extra demand: ₹5,14,117/-

7. As per the Occupation Certificate (OC) dated 19.07.2017 (Annexure P/13), the sanctioned and achieved F.A.R. are identical, confirming zero change in the covered area. Thus, the builder's demand for an additional 74 sq. ft. of super area is entirely unjustified and exploitative.

8. In addition to the above, the builder raised further arbitrary demands:

   i. Electric Meter Charges: ₹18,000/-

   ii. Annual Maintenance Charges (Lump Sum): ₹44,036/-

   Total Additional Demand: ₹62,036/-

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9. The account ledger attached to the final demand letter shows that VAT/Service Tax was paid in full. CGST/SGST is not applicable since the project was delayed by the builder prior to the introduction of GST.
10. An exorbitant sum of ₹18,000/- was demanded for an electric meter without justification or actual installation.
11. A lump-sum annual maintenance charge was demanded prior to handing over possession, whereas per standard norms, maintenance is chargeable only from the date of physical occupation.
12. Thus, the cumulative unjustified demand raised by the builder amounts to ₹5,76,153/- (₹5,14,117/- + ₹62,036/-).
13. The builder obtained the Occupation Certificate (Annexure P/13) and offered possession on 04.08.2017 (Annexure P-9) without completing basic infrastructure in Tower C3.
14. The project suffers from extensive civil defects and deficiencies, including the absence of internal woodwork, power connections, lifts, water supply, club building, firefighting systems, approach roads, green areas, STP plant, and sewer lines. These shortcomings were formally brought to the builder's notice via representations and meetings, but to no avail (Annexure P/14).
15. Consequently, upon re-inspection, the Senior Town Planner (STP) revoked the Occupation Certificate vide order dated 30.10.2018 due to these critical deficiencies (Annexure P/15).

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16. Instead of rectifying the deficiencies, the builder continued to illegally penalize the complainant by levying interest @ 24% p.a., holding charges @ ₹5/- per sq. ft. per month, and other late payment fees.

17. Due to the builder's inaction, some residents formed an RWA to complete basic essential works independently to make the flats minimally habitable.

18. Formal intimation of these issues was dispatched to Mr. Anil Jindal, Chairman, M/s SRS Real Estate Limited, at all known addresses via registered post. Hence present complaint has been filed.

C. RELIEF SOUGHT

19. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

    i. As an interim order possession of the flat may kindly be provided on as is basis so that myself with my family can live there in manageable comforts with the required minimum repair by complainant at the cost of opposite party.

    ii. That maintenance charges to be charged from the date of actual possession hand over of the flat on monthly basis.

    iii. That the demand of all illegal charges of holding charges, annual maintenance charges, interest charges to be declared as null & void.

    iv. That the demand for increased area along with the related other charges to be declared as null & void.

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v. Direct the opposite party/builder to pay a sum of ₹6.0 lac to complainant for defect of product and deficiency of services and for the mental harassment.

vi. Direct the opposite party/builder to pay interest on total due amount at the rate of 10.75% per annum till the date of execution of order.

vii. Direct the opposite party /builder to pay ₹50,000/- as legal expenses.

viii. Direct the builder to allow complainant to take and assist in registry of flat within 15 days of the order at local revenue authorities.

ix. Grant any other reliefs as Hon`ble Authority deems fit to grant/award in the circumstances of the case.

D. REPLY ON BEHALF OF RESPONDENT.

20. Notice was served to the respondent by way of publication on 17.10.2025 and in view of Section 38(2) of RERA Act, 2016 respondent was afforded an opportunity to file reply. Despite giving various opportunities to the respondent starting from 18.11.2025 and imposition of cost, the respondent failed to submit the reply. Further, during the hearing dated 17.03.2026, Authority granted last opportunity to the respondent to file reply along with the payment of imposed cost on or before 01.04.2026 so that the same could be taken on record while finalizing the matter. Despite lapse of 208 days from the date of publication of

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notice and repeated directions of this Authority, the respondent has failed to submit any reply in the matter. In light of the respondent's repeated non-compliance, despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority during the last hearing dated 12.05.2026, decided to strike off respondent's right of defence and to proceed the matter ex-parte on the basis of documents available on record.

E. ISSUES FOR ADJUDICATION

21. Whether the complainant is entitled to relief of possession along with delayed possession charges as prescribed under the Act?

22. Whether the respondent is justified in charging for enhanced basic sale price, development charges, VAT/service tax, podium charges. GST/SGST, maintenance and interest?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23. The Authority has gone through the facts of the complaint as submitted by the complainant. In light of the background of the matter, Authority observes that complainant booked a unit in the project "SRS Pearl Heights", being developed by the respondent/promoter namely SRS Real Estate Limited and accordingly complainant was allotted unit no. C3/P/PH/87/P04, in the said project located at Sector-87, Faridabad, Haryana. The builder buyer agreement was executed between the parties on 13.08.2012. Complainant had paid a total sum of ₹41,57,057/- against the basic sale price of ₹34,49,000/-. It is the contention of the complainant that the respondent has delayed delivery of possession of the

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unit in question beyond the time period as agreed between the parties. The complainant has filed present complaint seeking possession of the unit in question along with delay interest for the delay caused in delivery of possession.

24. As per clause 4.1 of the agreement respondent/developer was under an obligation to hand over the possession of the flat to the complainant within 48 months from the date of execution of this agreement subject to force majeure conditions. As no document to substantiate the occurrence of a force majeure condition is being produced before the Authority, the stipulated extension is inapplicable. Consequently, the respondent was obligated to handover possession within 48 months and accordingly, the due date of completion of development works and the handover of possession expired on 13.08.2016. Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee, however respondent failed to do so.

25. The complainant has submitted that respondent received the occupation certificate on 19.07.2017, and the offer of possession was issued to him on 04.08.2017 along with final statement of accounts wherein unjustified demands were raised by respondent. The moot question now arises is that whether the offer of possession issued on 04.08.2017 was a valid offer of possession or not. Factual position of the case reveals that possession was offered by the respondent to the complainant on 04.08.2017 after receiving OC on 19.07.2017

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along with certain demands. On perusal of the case file, an important fact came into the knowledge of Authority that department of Town and Country Planning has already revoked occupation certificate (OC) vide its letter dated 30.10.2018 which is annexed as Annexure P-15 with the complaint. It has been specifically mentioned in said letter that respondent has obtained the Occupation Certificate on the basis of forged documents with regard to instalment of lifts and hence respondent was directed to complete the development work at site and send the compliance report. Meaning thereby, the flat was not fit for occupation at the time occupation certificate was granted and offer of possession was made to the complainant. The complainant has submitted that the respondent offered the possession without providing the basic facilities. The flat was not complete in all respect as certain deficiencies were existing at the time of offer of possession. For this reason, complainant did not take possession and had filed present complaint. Neither of the parties has apprised the Authority with regard to the present status of occupation certificate. In the absence of any document on record to the contrary, it can be safely presumed that the respondent has till date not received the occupation certificate for the project and thus the offer of possession dated 04.08.2017 is illegal and does not constitute a valid offer of possession. Hence, respondent is liable to issue fresh offer of possession along with final statement of accounts after receipt of valid occupation certificate.

26. As discussed earlier, since a valid offer of possession has not been made till date. In these circumstances, provisions of Section 18 of the Act clearly come

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into play by virtue of which while exercising the option of taking possession of the booked unit, the complainant is also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is made to the complainant. Authority hereby concludes that complainant is entitled to delay interest calculated from the due date of possession i.e. 13.08.2016 till the date of valid offer of possession is made to the complainant after receipt of valid occupation certificate.

27. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

> *"(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."*

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

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> ***"Rule 15:*** *"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 (NCLR) 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"*

28. Consequently, as per the website of the State Bank of India (https://sbi.co.in), the highest Marginal Cost of Lending Rate (MCLR) as on 04.08.2026 is 8.80%. Accordingly, in terms of HRERA rules, the prescribed rate of interest for the refund shall be MCLR + 2% = 10.80% per annum.

29. The complainant has prayed for interest @10.75% per annum. However, the RERA Act, 2016, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to be 10.80% per annum. Accordingly, the interest shall be calculated and awarded at this statutory rate.

30. Hence, Authority directs respondent to issue valid offer of possession and pay delay interest to the complainant on account of failure in timely delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.80% (8.80% + 2.00%) due date of possession till the date of valid offer of possession along with fresh statement of account (after receipt of valid OC) is issued to the complainant.

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Authority has got calculated the interest on the total paid amount from the due date of possession i.e. 13.08.2016 till the date of this order i.e. 04.08.2026 and further monthly interest at the rate of 10.80%. Complainant shall be entitled to further interest on the paid amount till realization at the rate of 10.80% as per detail given in the table below:

Sr. No.	Amount Paid (in ₹)	Due date of Possession	Interest (in ₹) till 04.08.2026
1.	₹41,57,057/-	13.08.2016	₹44,82,241/-
Total	₹41,57,057/-		**₹44,82,241/-**
Monthly Interest			**₹38,131/-**

Note: Complainant has not annexed receipts of the amounts paid by him, instead has relied upon customer ledger dated 04.08.2017 annexed as Annexure P-10 which reflects that a payment of ₹41,57,057/- has been made by the complainant qua the unit in question. Since no reply/rebuttal to the customer ledger or the amounts paid has been filed by the respondent, the customer ledger placed on record is taken as the sole document for the purpose of calculation of delayed possession charges. Moreover, even the customer ledger also does not reflect/provide for the date of individual payments. In the given circumstances, the Authority is left with no other option but to presume that these payments of ₹41,57,057/- were already made or on before the due of possession i.e. 13.08.2016. Accordingly, in absence of date of payments, delay interest has been calculated from due date of possession.

31. Further, by way of present complaint, complainant has alleged that respondent has arbitrarily increased the super area of the complainant from 1290 sq.ft. to

1364 sq.ft. without any justification and prior communication to him. Based on said increase in area respondent has increased the following charges:

i. Basic sale price increased from ₹34,49,000/- to ₹3,64,6849/-.

ii. Development charges increased from ₹5,30,190/- to ₹5,60,604/-.

iii. IFMS increased from ₹64,500/- to ₹68,200/-.

iv. VAT/service tax increased from ₹1,13,523/- to ₹1,59,507/-.

v. Podium charges increased from ₹1,78,500/- to ₹1,88,740/-.

vi. In addition to this, the respondent has demanded a sum of ₹41,128/- as GST/SGST and ₹1,84,802/- as interest.

Thus, as per complainant's contention respondent has illegally demanded a sum of ₹5,14,117/- due to increase in super area. Along with said demand, a sum of ₹18,000/- has been charged as electric meter charges and ₹44,036/- as annual maintenance charges. Hence, total additional demand raised by respondent is of ₹5,76,153/-.

32. The Authority has gone through the averments of the parties and documents available on record and observes as under:

i. As per clause 2.1 of BBA, the complainant and respondent agreed at the time of execution of BBA that any change /revision in building plans may increase or decrease the super built up area of flat and in any such event total sale price and other charges applicable on said flat shall also increase/decrease proportionately.

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But moot question is that respondent has not elaborated under which component area of the flat has been increased. Whether such increase has been on account of revised approved plans or not cannot be ascertained as valid occupation certificate has not been received. Therefore, Authority is of the view that demands raised by respondent due to increase in area as mentioned at serial no. (i) to (v) of preceding Para (Para 31) are illegal as on date and are hereby quashed. However, respondent can charge said charges while offering valid possession after receipt of occupation certificate, in case, there is any permissible change in the super area of the complainant as per the terms of the flat buyer agreement executed between the parties.

ii. With regard to an amount of ₹41,128/- being charges as CGST and SGST, it is observed that as per builder buyer agreement, due date of possession comes out to 13.08.2016 and the GST Act came into force on 01.07.2017 i.e. post due date of possession. The delay caused in delivery of possession has already been attributed on the part of the respondent. In case the respondent had timely completed the construction of the project, then the GST charges would not have come into force. Therefore, the complainant is not liable to pay GST charge. For this reason, GST charges of ₹41,128/- are hereby quashed.

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iii. The respondent has also charged a sum of ₹1,84,802/- as interest, however no clarification has been given as to how said amount has been worked out. Accordingly, as on date said demand is quashed. However, respondent while offering valid possession may charge interest from the complainant, if there is any delay on his part in making timely payments. The respondent shall provide detailed calculations to the complainant as to the amount on which interest is being calculated, the period of delay for which it is being charged. It is made clear that respondent can only charge interest at the rate prescribed in the Act for actual delay on the part of the complainant after providing the entire breakup of the same to him.

iv. The complainant has also claimed that respondent is charging a sum of ₹44,036/- as maintenance charges whereas possession has not been handed over till date. In this regard it is observed that as per clause 8.3 of the builder buyer agreement, the maintenance charges are payable within 30 days of the offer of possession or actual possession, whichever is earlier. Since, a valid offer of possession is yet to be made to the complainant, hence, maintenance charges prior to valid offer of possession are not payable on the part of the complainant.

v. Lastly, the complainant has contended that a sum of ₹18,000/- has been charged by respondent as electric meter charges. In this

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regard it is observed that as per clause 8.4 of the flat buyer agreement, electric connection charges are to be paid by the complainant as and when demanded by the respondent. However, if the complainant wants to make his own arrangement, the said amount is liable to be waived of.

33. The complainant is also seeking compensation of ₹6 lakh for mental harassment and litigation expenses of ₹50,000/-. It is observed that the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra)***, has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainant is, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

G. DIRECTIONS OF THE AUTHORITY

34. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the

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promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

i. Respondent is directed to issue fresh offer possession to the complainant along with statement of account after receipt of valid occupation certificate, as per directions given in Para 30 and 32 of this order. Complainant shall accept the same within next 30 days of the offer of possession.

ii. Respondent is directed to pay upfront delay interest of **₹44,82,241/-** to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017. Respondent will be further liable to pay monthly interest of **₹38,131/-** till fresh legally valid offer of possession is issued to the complainant after receipt of occupation certificate.

iii. Respondent is directed to get conveyance deed of the flat of the complainant executed within 30 days of actual handover of possession of flat.

iv. Complainant will remain liable to pay balance consideration amount and stamp duty charges as per the agreement executed between the parties. Complainant will also be liable to pay interest at the prescribed rate for delay, if any.

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v. The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

35. The complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

....
DR. GEETA RATHEE SINGH
[MEMBER]