

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

**Date of decision: 06.02.2024**

| NAME OF THE BUILDER |             | M/s Savyasachi Infrastructure Pvt. Ltd.  |                               |
|---------------------|-------------|--|-------------------------------|
| PROJECT NAME        |             | Amaya Greens at Sector 3, Gurugram, Haryana                                      |                               |
| S. No.              | Case No.    | Case title   | Appearance                    |
| 1.                  | CR/114/2023 | Jai Prakash and Shakuntla<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.   | Shri Pankaj Kumar<br><br>None |
| 2.                  | CR/109/2023 | Karambir Chahar<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.             | Shri Pankaj Kumar<br><br>None |
| 3.                  | CR/115/2023 | Salinder Kumar<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.              | Shri Pankaj Kumar<br><br>None |
| 4.                  | CR/150/2023 | Mukesh Kumar and Manju Devi<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd. | Shri Pankaj Kumar<br><br>None |
| 5.                  | CR/152/2023 | Vinod Kumar<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                 | Shri Pankaj Kumar<br><br>None |
| 6.                  | CR/260/2023 | Hanumant Singh and Saroj<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.    | Shri Pankaj Kumar<br><br>None |
| 7.                  | CR/293/2023 | Bhajan Lal<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                  | Shri Pankaj Kumar<br><br>None |

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| 8.  | CR/295/2023 | Pawan Kuamr and Niphan<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                  | Shri Pankaj Kumar<br>None |
| 9.  | CR/297/2023 | Sukhdev Kumar and Anju Bala<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.             | Shri Pankaj Kumar<br>None |
| 10. | CR/298/2023 | Rajni and Munish Kumar<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                  | Shri Pankaj Kumar<br>None |
| 11. | CR/417/2023 | Virender Singh<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                          | Shri Pankaj Kumar<br>None |
| 12. | CR/433/2023 | Sunil Kumar<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                             | Shri Pankaj Kumar<br>None |
| 13. | CR/436/2023 | Hemlata<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                                 | Shri Pankaj Kumar<br>None |
| 14. | CR/437/2023 | Badal Singh and Shshi Bala<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.              | Shri Pankaj Kumar<br>None |
| 15. | CR/439/2023 | Manjeet Singh and Reena<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                 | Shri Pankaj Kumar<br>None |
| 16. | CR/448/2023 | Sukhbir<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                                 | Shri Pankaj Kumar<br>None |
| 17. | CR/616/2023 | Nishant Bhargava and Shashi<br>Bhargava<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd. | Shri Pankaj Kumar<br>None |

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| 18. | CR/1744/2023 | Deepanshu<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.                 | Shri Pankaj Kumar<br><br>None |
| 19. | CR/1933/2023 | Gaurav Rohiwal and Madhu<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.  | Shri Pankaj Kumar<br><br>None |
| 20. | CR/1984/2023 | Sandeep Kumar Verma<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd.       | Shri Pankaj Kumar<br><br>None |
| 21. | CR/434/2023  | Jai Parkash and Shakuntla<br>Vs.<br>M/s Savyasachi Infrastructure Pvt.<br>Ltd. | Shri Pankaj Kumar<br><br>None |

**CORAM:**

Shri Vijay Kumar Goyal  
Shri Ashok Sangwan  
Shri Sanjeev Kumar Arora

**Member**  
**Member**  
**Member**

**ORDER**

1. This order shall dispose of the aforesaid complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
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, Amaya Greens situated at Sector 3, Gurugram being developed by





the same respondent/promoter i.e., M/s Savyasachi Infrastructure Pvt. Ltd. The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges and execution of conveyance deed.

3. With reference to complaint no. 434/2023 titled as Jai Parkash and Shakuntla Vs. M/s Savyasachi Infrastructure Pvt. Ltd. (Sr. No. 21), the complainants have already filed an application for withdrawal of complaint on 06.02.2024. In view of the aforesaid application, the complaint before the authority bearing no. 434/2023 is hereby dismissed as withdrawn.
4. 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:

|   |  |
|---|--|
| <b>Project Name and Location</b>          | "Amaya Greens", Sector 03, Gurugram, Haryana   |
| <b>Nature of the project</b>              | Affordable plotted colony under Deen Dayal Jan Awaas Yojna   |
| <b>Project area</b>                       | 9.0375 acres   |
| <b>DTCP License No. and other details</b> | 37 of 2017 dated 28.06.2017<br>Valid up to 27.06.2022<br>Licensed area : 9.0375 acres<br>Licensee - Sharma Confectioners Pvt. Ltd. |
| <b>HRERA Registered</b>                   | 212 of 2017 dated 18.09.2017   |

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|                                    |  |
|------------------------------------|--|
|                                    | Valid up to 16.03.2023 (Including 6 months grace period of COVID)<br>Registered area: 9.0375 acres |
| Completion certificate obtained on | 11.01.2021   |

| Sr. No. | Complaint No., Case Title, and Date of filing of complaint  | Unit no. & size              | Date of execution of BBA | Due date of possession  | Total Sale Consideration / Total Amount paid by the complainants | Offer of possession  | Relief sought  |
|---------|---|------------------------------|--------------------------|---|--|----------------------|--|
| 1.      | CR/114/2023<br>Jai Prakash and Shakuntla Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><b>DOF:</b> 17.01.2023<br><b>Reply:</b> Not filed | A-48/1 Floor<br>1028 sq. ft. | 25.04.2019               | 25.10.2021<br>[24 months from agreement + 6 months grace period of COVID] | TSC- Rs. 24,25,052<br>AP- Rs. 20,33,628                          | Not placed on record | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 2.      | CR/109/2023<br>Karambir Chahar Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><b>DOF:</b> 17.01.2023<br><b>Reply:</b> Not filed           | A-59/2 Floor<br>1028 sq. ft. | 05.12.2018               | 05.06.2021<br>[24 months from agreement + 6 months grace period of COVID] | TSC- Rs. 23,25,336<br>AP- Rs. 20,55,652                          | Not placed on record | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |

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|----|--|--|------------|---|---|-------------------------------------|--|
| 3. | <b>CR/115/2023</b><br>Salinder Kumar<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>30.01.2023<br><br><b>Reply:</b> Not filed                 | A-<br>46/2<br>Floor<br><br>1028<br>sq. ft. | 15.10.2018 | 15.04.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace<br>period of<br>COVID] | <b>TSC-</b> Rs.<br>23,75,000<br><br><b>AP-</b> Rs.<br>20,84,094 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete<br/>development<br/>work of<br/>project</li><li>• Registration<br/>of the plot</li><li>• Litigation<br/>expenses</li></ul> |
| 4. | <b>CR/150/2023</b><br>Mukesh Kumar<br>and Manju Devi<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>17.01.2023<br><br><b>Reply:</b> Not filed | A-<br>52/1<br>Floor<br><br>1028<br>sq. ft. | 28.03.2019 | 28.09.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace<br>period of<br>COVID] | <b>TSC-</b> Rs.<br>24,50,752<br><br><b>AP-</b> Rs.<br>22,63,396 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete<br/>development<br/>work of<br/>project</li><li>• Registration<br/>of the plot</li><li>• Litigation<br/>expenses</li></ul> |
| 5. | <b>CR/152/2023</b><br>Vinod Kumar<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>17.01.2023<br><br><b>Reply:</b> Not filed                    | A-<br>53/1<br>Floor<br><br>1028<br>sq. ft. | 11.06.2019 | 11.12.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace<br>period of<br>COVID] | <b>TSC-</b> Rs.<br>24,75,424<br><br><b>AP-</b> Rs.<br>22,98,650 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete<br/>development<br/>work of<br/>project</li><li>• Registration<br/>of the plot</li><li>• Litigation<br/>expenses</li></ul> |
| 6. | <b>CR/260/2023</b><br>Hanumant Singh<br>and Saroj<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>17.01.2023<br><br><b>Reply:</b> Not filed    | A-<br>51/2<br>Floor<br><br>1028<br>sq. ft. | 22.07.2019 | 22.01.2022<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace<br>period of<br>COVID] | <b>TSC-</b> Rs.<br>23,45,896<br><br><b>AP-</b> Rs.<br>23,24,476 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete<br/>development<br/>work of<br/>project</li><li>• Registration<br/>of the plot</li><li>• Litigation<br/>expenses</li></ul> |



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| 7.  | <b>CR/293/2023</b><br><br>Bhajan Lal<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>30.01.2023<br><br><b>Reply:</b> Not filed                     | A-<br>47/1<br>Floor<br><br>1028<br>sq. ft. | 02.03.2020 | 02.09.2022<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace] | <b>TSC-</b> Rs.<br>24,25,052<br><br><b>AP-</b> Rs.<br>24,22,500 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 8.  | <b>CR/295/2023</b><br><br>Pawan Kuamr<br>and Niphan<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>30.01.2023<br><br><b>Reply:</b> Not filed      | A-<br>56/3<br>Floor<br><br>1028<br>sq. ft. | 17.10.2019 | 17.04.2022<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace] | <b>TSC-</b> Rs.<br>24,49,724<br><br><b>AP-</b> Rs.<br>23,60,039 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 9.  | <b>CR/297/2023</b><br><br>Sukhdev Kumar<br>and Anju Bala<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>30.01.2023<br><br><b>Reply:</b> Not filed | A-<br>48/2<br>Floor<br><br>1028<br>sq. ft. | 06.09.2019 | 06.03.2022<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace] | <b>TSC-</b> Rs.<br>23,25,336<br><br><b>AP-</b> Rs.<br>20,71,531 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 10. | <b>CR/298/2023</b><br><br>Rajni and<br>Munish Kumar<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>30.01.2023<br><br><b>Reply:</b> Not filed      | A-<br>59/1<br>Floor<br><br>1028<br>sq. ft. | 10.12.2018 | 10.06.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace] | <b>TSC-</b> Rs.<br>24,25,052<br><br><b>AP-</b> Rs.<br>22,97,655 | <b>Not<br/>placed on<br/>record</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |

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| 11. | <b>CR/417/2023</b><br>Virender Singh<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>13.02.2023<br><br><b>Reply:</b> Not filed                 | A-<br>50/3<br>Floor<br><br>1028<br>sq. ft. | <b>BBA not<br/>executed</b><br><br><b>Allotment<br/>letter<br/>issued on-<br/>02.07.2021</b> | 02.01.2024<br><br>[24 months<br>from<br>allotment<br>letter + 6<br>months<br>grace] | <b>TSC-</b> Rs.<br>24,50,752<br><br><b>AP-</b> Rs.<br>23,65,853 | <b>Not placed<br/>on record</b><br><br><b>Possession<br/>certificate-<br/>01.07.2021</b> | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 12. | <b>CR/433/2023</b><br>Sunil Kumar<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>03.02.2023<br><br><b>Reply:</b> Not filed                    | A-<br>52/2<br>Floor<br><br>1028<br>sq. ft. | 25.04.2019   | 25.10.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace]           | <b>TSC-</b> Rs.<br>23,25,336<br><br><b>AP-</b> Rs.<br>21,71,926 | <b>Not<br/>placed on<br/>record</b>  | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 13. | <b>CR/436/2023</b><br>Hemlata<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>03.02.2023<br><br><b>Reply:</b> Not filed                        | A-<br>57/1<br>Floor<br><br>1028<br>sq. ft. | 27.03.2019   | 27.09.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace]           | <b>TSC-</b> Rs.<br>24,50,752<br><br><b>AP-</b> Rs.<br>22,65,934 | <b>Not<br/>placed on<br/>record</b>  | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 14. | <b>CR/437/2023</b><br>Badal Singh and<br>Shashi Bala<br>Vs.<br>M/s Savyasachi<br>Infrastructure<br>Pvt. Ltd.<br><br><b>DOF:</b><br>03.02.2023<br><br><b>Reply:</b> Not filed | A-<br>54/3<br>Floor<br><br>1028<br>sq. ft. | 27.03.2019   | 27.09.2021<br><br>[24 months<br>from<br>agreement<br>+ 6 months<br>grace]           | <b>TSC-</b> Rs.<br>24,50,752<br><br><b>AP-</b> Rs.<br>23,28,425 | <b>Not<br/>placed on<br/>record</b>  | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |

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| 15. | <b>CR/439/2023</b><br>Manjeet Singh and Reena Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><b>DOF:</b><br>03.02.2023<br><b>Reply:</b> Not filed              | A-46/3 Floor<br>1028 sq. ft.   | 09.01.2020 | 09.07.2022<br>[24 months from agreement + 6 months grace] | <b>TSC-</b> Rs. 24,50,752<br><b>AP-</b> Rs. 23,45,747 | <b>Not placed on record</b>   | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 16. | <b>CR/448/2023</b><br>Sukhbir Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><b>DOF:</b><br>03.02.2023<br><b>Reply:</b> Not filed                              | A-02 (Plot)<br>114.94 sq. yds. | 13.03.2018 | 13.03.2019<br>[12 months from agreement]                  | <b>TSC-</b> Rs. 20,61,736<br><b>AP-</b> Rs. 20,61,736 | <b>Not placed on record</b>   | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 17. | <b>CR/616/2023</b><br>Nishant Bhargava and Shashi Bhargava Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><b>DOF:</b><br>13.02.2023<br><b>Reply:</b> Not filed | B-47 (Plot)<br>148.02 sq. yds. | 14.06.2021 | 14.12.2022<br>[12 months from agreement + 6 months grace] | <b>TSC-</b> Rs. 23,16,365<br><b>AP-</b> Rs. 23,16,340 | <b>Not placed on record</b>   | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |
| 18. | <b>CR/1744/2023</b><br>Deepanshu Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><b>DOF:</b><br>03.05.2023<br><b>Reply:</b> Not filed                           | A-45/3 Floor<br>1028 sq. ft.   | 25.10.2019 | 25.04.2022<br>[24 months from agreement + 6 months grace] | <b>TSC-</b> Rs. 25,50,468<br><b>AP-</b> Rs. 19,55,000 | <b>Not placed on record</b><br><b>Possession certificate-</b><br>01.09.2021 | <ul style="list-style-type: none"><li>• Possession</li><li>• DPC</li><li>• Complete development work of project</li><li>• Registration of the plot</li><li>• Litigation expenses</li></ul> |



| 19.  | CR/1933/2023<br><br>Gaurav Rohiwal and Madhu Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><br>DOF: 03.05.2023<br><br>Reply: Not filed | C-29 (Plot)<br><br>107.35 sq. yds.  | 17.01.2021       | 17.07.2023<br><br>[24 months from agreement + 6 months grace] | TSC- Rs. 18,24,950<br><br>AP- Rs. 10,90,000 | Not placed on record   | <ul style="list-style-type: none"> <li>• Possession</li> <li>• DPC</li> <li>• Complete development work of project</li> <li>• Registration of the plot</li> <li>• Litigation expenses</li> </ul> |              |           |     |                             |     |                            |     |                          |    |                               |
|--|---|---|------------------|---|---|--|--|--------------|-----------|-----|-----------------------------|-----|----------------------------|-----|--------------------------|----|-------------------------------|
| 20.  | CR/1984/2023<br><br>Sandeep Kumar Verma Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><br>DOF: 03.05.2023<br><br>Reply: Not filed      | C-47 (Plot)<br><br>148.02 sq. yds.  | BBA not executed | Cannot be ascertained   | TSC- Rs. 26,00,415<br><br>AP- Rs. 21,31,488 | Not placed on record<br><br>Possession certificate- 01.09.2021 | <ul style="list-style-type: none"> <li>• Possession</li> <li>• DPC</li> <li>• Complete development work of project</li> <li>• Registration of the plot</li> <li>• Litigation expenses</li> </ul> |              |           |     |                             |     |                            |     |                          |    |                               |
| 21.  | CR/434/2023<br><br>Jai Parkash and Shakuntla Vs. M/s Savyasachi Infrastructure Pvt. Ltd.<br><br>DOF: 03.02.2023<br><br>Reply: Not filed | The said complaint stands dismissed as withdrawn in terms of application dated 06.02.2024 moved by the counsel for the complainant. |                  |   |   |  |  |              |           |     |                             |     |                            |     |                          |    |                               |
| <p><b>Note:</b> In the table referred above certain abbreviations have been used. They are elaborated as follows:</p> <table border="1"> <thead> <tr> <th>Abbreviation</th> <th>Full form</th> </tr> </thead> <tbody> <tr> <td>DOF</td> <td>Date of filing of complaint</td> </tr> <tr> <td>DPC</td> <td>Delayed possession charges</td> </tr> <tr> <td>TSC</td> <td>Total sale consideration</td> </tr> <tr> <td>AP</td> <td>Amount paid by the allottee/s</td> </tr> </tbody> </table> |   |   |                  |   |   |  |  | Abbreviation | Full form | DOF | Date of filing of complaint | DPC | Delayed possession charges | TSC | Total sale consideration | AP | Amount paid by the allottee/s |
| Abbreviation   | Full form   |   |                  |   |   |  |  |              |           |     |                             |     |                            |     |                          |    |                               |
| DOF  | Date of filing of complaint   |   |                  |   |   |  |  |              |           |     |                             |     |                            |     |                          |    |                               |
| DPC  | Delayed possession charges  |   |                  |   |   |  |  |              |           |     |                             |     |                            |     |                          |    |                               |
| TSC  | Total sale consideration  |   |                  |   |   |  |  |              |           |     |                             |     |                            |     |                          |    |                               |
| AP   | Amount paid by the allottee/s   |   |                  |   |   |  |  |              |           |     |                             |     |                            |     |                          |    |                               |

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5. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges and execution of conveyance deed.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/114/2023 titled as Jai Prakash and anr. Vs. M/s Savyasachi Infrastructure Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

**A. Project and unit related details**

7. 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:

**CR/114/2023 titled as Jai Prakash and anr. Vs. M/s Savyasachi Infrastructure Pvt. Ltd.**

| S.N. | Particulars           | Details  |
|------|-----------------------|--|
| 1.   | Name of the project   | "Amaya Greens", Sector 03, Gurugram.   |
| 2.   | Nature of the project | Deen Dayal Jan Awaas Yojna   |
| 3.   | Project area          | 9.0375 acres   |
| 4.   | License no.           | 37 of 2017 dated 28.06.2017<br>Valid up to 27.06.2022<br>Licensed area: 9.0375 acres |

A



|     |  |   |
|-----|--|---|
|     |  | Licensee: Sharma Confectioners Pvt. Ltd.  |
| 5.  | RERA registered or not   | 212 of 2017 dated 18.09.2017<br>Valid up to 16.03.2023 (Including 6 months grace period of COVID)<br>Registered area: 9.0375 acres  |
| 6.  | Completion certificate received on   | 11.01.2021  |
| 7.  | Allotment letter issued by the respondent in favour of the complainants on | 20.05.2019<br>[Page 21 of complaint]  |
| 8.  | Agreement for sale between the respondent and the complainants             | 25.04.2019<br>[Page 25 of complaint]  |
| 9.  | Plot no.   | A-48/1 admeasuring 1028 sq. ft.<br>(Page 21 of complaint)   |
| 10. | Total sale price   | Rs. 24,25,052/- as per clause 3.1 of the Agreement to sale<br>(Page 32 of complaint)  |
| 11. | Paid up amount   | Rs. 20,33,628/- as alleged by the complainant (Page 17 of complaint)  |
| 12. | Possession clause  | "4.2. POSSESSION TIME AND COMPENSATION That the seller shall sincerely endeavour to give possession of the Floor to the Purchaser within 24 months from the date of the execution of the Agreement to Sell and after providing the necessary infrastructure specially road, sewer & water in the sector by the Government, but subject to force majeure |

|     |                        |  |
|-----|------------------------|--|
|     |                        | <i>conditions or any Government/regulatory authority's action, inaction or omission and reasons beyond the control of the seller. ...."</i><br><i>[Page 35 of complaint]</i> |
| 13. | Due date of possession | 25.10.2021<br>[24 months from agreement + 6 months grace period of COVID]  |
| 14. | Possession letter      | Not placed on record   |

**B. Facts of the complaint**

8. The complainants have made following submissions in the complaint:
- That after going through advertisement published by respondent in the newspapers and referring to the brochure provided by respondent, the complainants desired an allotment of a unit/flat in the project of the respondent floated by the name of Amaya Greens, in Sector-3, Farukhnagar, Gurugram, Haryana, having super area 1028 sq. ft., for basic sale consideration of Rs. 24,25,052/-.
  - That deluded by the representations of the respondent, the complainants entered into a builder buyer agreement on 25.04.2019. The complainants thereafter paid a full & final payment of Rs. 20,33,628/- up to 25.06.2019 towards the booking in the project. The respondent thereupon issued the allotment letter on 20.05.2019 in favour of the complainants for flat no. A-48/1. The respondent represented that it is in right to exclusively develop, construct and build residential building, transfer or alienate the unit's floor space and to carry out sale deed, agreement to sell, conveyance deeds, letters of allotments etc. in respect to the project.

*R*



- iii. That as per clause 4.1 of the builder buyer's agreement, the respondent was under legal obligation to handover the possession of the above said flat within 24 months from the date of execution of the builder buyer agreement.
- iv. That the complainants visited the site during the course of construction and noticed and found that the construction work was delayed beyond the possession date and since then they have been trying to communicate to the respondent by visiting their offices and through various modes including but not limited to telephonic conversations and personal approach etc.
- v. That the complainants have made and satisfied all the payments against the demands raised by the respondent and as on the date of filing of the present complaint, the complainants have abided by all the payment plan of the builder buyer's agreement without any delay and default. The complainants have also paid the development charges of the project.
- vi. That till today the complainants have not received any satisfactory reply from the respondent regarding the completion of the project. The complainants have been suffering a lot of mental, physical and financial agony and harassment.
- vii. That the respondent has not completed the construction of the said real estate project till now and the complainants have not been provided with the possession of the said flat despite several and repeated promises and representation made by respondent. By committing delay in delivering the possession of the aforesaid plot, the respondent has violated the terms and conditions of the builder buyer's agreement and promises made at the time of booking of said flat.

viii. That cause of action accrued in favour of the complainants and against the respondent, when complainants had booked the said flat and it further arose when respondent failed/ neglected to deliver the said flat within stipulated time period. The cause of action is continuing and is still subsisting on day-to-day basis.

**C. Relief sought by the complainants**

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

- I. Direct the respondent to pay the delayed possession charges till offer of possession of the said plot along-with prevailing interest as per the provisions of the Act.
- II. Direct the respondent to provide habitable possession of the said flat/unit to the complainants with immediate effect.
- III. Direct the respondent to complete the development work of the project.
- IV. Direct the respondent for registration of the said flat /unit with immediate effect.
- V. Direct the respondent to pay Rs. 50,000/- as litigation expenses.
- VI. Any other relief /order or direction, which this Hon'ble Authority may deem fit and proper considering the facts and circumstances of the present complaint.

10. The public notice for appearance of the respondent and for filing reply was published on 09.12.2023 in two newspapers. Despite that, the respondent failed to appear before this Authority on 19.07.2023, 02.11.2023, 12.12.2023 and 06.02.2024. None has appeared on behalf of the respondent despite sufficient opportunities. In view of the same, the respondent was proceeded ex-parte vide order dated 06.02.2024.

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**D. Jurisdiction of the authority**

11. 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**

12. 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**

13. 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.*



14. 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**

**E.I Direct the respondent to provide habitable possession of the said plot/unit to the complainants with immediate effect.**

15. In the present complaint, the grievance of the complainants is that the respondent has failed to handover the physical possession.

16. As per possession letter placed on record in CR/1744/2023 and CR/1984/2023, the physical possession of the subject unit has already been taken over by the complainants-allottees on 01.09.2021 in both the cases. However, the counsel for the complainants submitted that the physical possession has not been handed over by the respondent to the complainants.

17. The authority observes that respondent promoter has obtained completion certificate in respect of the said project from the competent authority on 11.01.2021 and has offered the possession of the subject plot/unit(s). Section 17 of the Act obligates the promoter to handover the physical possession of the subject plot/unit complete in all respect as per specifications mentioned in BBA and thereafter, the complainants-allottees are obligated to take the possession within 2 months as per provisions of section 19(10) of the Act, 2016.

18. In view of the above, the respondent is directed to handover the possession of the allotted unit/plot to the complainants complete in all aspects as per specifications of buyer's agreement within one month from date of this

order after payment of outstanding dues, if any, as the completion certificate in respect of the project has already been obtained by it from the competent authority.

**E.II Direct the respondent to pay the delayed possession charges till offer of possession of the said plot along-with prevailing interest as per the provisions of the Act.**

19. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges at prescribed rate of interest on amount already paid by them as provided under the proviso to section 18(1) of the Act which 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."*

20. Clause 4.2 of the buyer's agreement (in short, the agreement) dated 25.04.2019, provides for handing over possession and the same is reproduced below:

***"4.2 POSSESSION TIME AND COMPENSATION***

*"That the seller shall sincerely endeavour to give possession of the Floor to the purchaser within 24 months from the date of the execution of the Agreement to Sell and after providing the necessary infrastructure specially road, sewer & water in the sector by the Government, but subject to force majeure conditions..."*

21. **Due date of handing over possession:** As per clause 4.2 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit within a period of 24 months from the date of signing of this agreement to the allottees as per terms of this agreement.



The authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic has allowed the grace period of 6 months to the promoter. Therefore, the due date of handing over possession comes out to be 25.10.2021.

22. The following table concludes the due date of handing over possession in the following matters:

| S.no. | Complaint no. | Due date of possession | Date of completion certificate |
|-------|---------------|------------------------|--------------------------------|
| 1.    | CR/114/2023   | 30.03.2023             | 11.01.2021                     |
| 2.    | CR/109/2023   | 05.06.2021             | 11.01.2021                     |
| 3.    | CR/115/2023   | 15.04.2021             | 11.01.2021                     |
| 4.    | CR/150/2023   | 28.09.2021             | 11.01.2021                     |
| 5.    | CR/152/2023   | 11.12.2021             | 11.01.2021                     |
| 6.    | CR/260/2023   | 22.01.2022             | 11.01.2021                     |
| 7.    | CR/293/2023   | 02.09.2022             | 11.01.2021                     |
| 8.    | CR/295/2023   | 17.04.2022             | 11.01.2021                     |
| 9.    | CR/297/2023   | 06.03.2022             | 11.01.2021                     |
| 10.   | CR/298/2023   | 10.06.2021             | 11.01.2021                     |
| 11.   | CR/417/2023   | 02.01.2024             | 11.01.2021                     |
| 12.   | CR/433/2023   | 25.10.2021             | 11.01.2021                     |
| 13.   | CR/436/2023   | 27.09.2021             | 11.01.2021                     |
| 14.   | CR/437/2023   | 27.09.2021             | 11.01.2021                     |
| 15.   | CR/439/2023   | 09.07.2022             | 11.01.2021                     |

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|     |              |                       |            |
|-----|--------------|-----------------------|------------|
| 16. | CR/448/2023  | 13.03.2019            | 11.01.2021 |
| 17. | CR/616/2023  | 14.12.2022            | 11.01.2021 |
| 18. | CR/1744/2023 | 25.04.2022            | 11.01.2021 |
| 19. | CR/1933/2023 | 17.07.2023            | 11.01.2021 |
| 20. | CR/1984/2023 | Cannot be ascertained | 11.01.2021 |

23. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent has already obtained completion certificate in respect of the said project prior to the due date of handing over possession as per the terms of the buyer's agreement executed inter se parties except in CR/448/2023. By virtue of clause 4.2 of the buyer's agreement executed between the parties, the possession of the subject apartment was to be delivered within a period of 24 months from the date of signing of this agreement to the allottees as per terms of this agreement. The authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic has allowed the grace period of 6 months to the promoter. Therefore, the due date of handing over possession comes out to be 25.10.2021.
24. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of completion certificate. The respondent has offered the possession of the subject unit(s) to the respective complainants after obtaining completion certificate from competent authority. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months' of reasonable time is being given to the



complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents. In the present complaint, the completion certificate was granted by the competent authority on 11.01.2021. The respondent has obtained completion certificate prior to the due date of handing over possession as per the buyer's agreement except in CR/448/2023. Thus, no case for delayed possession charges is made out under section 11(4)(a) of the Act read with proviso to section 18(1) of the Act in all the complaints except CR/448/2023. Accordingly, no direction to this effect.

25. With reference to CR/448/2023, the due date of handing over possession as per the buyer's agreement dated 13.03.2018 executed inter se parties, as computed in table provided under para 3 of this order is 13.03.2019. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at the prescribed rate i.e., @10.85% p.a. w.e.f. due date of possession i.e., 13.03.2019 till date of completion certificate plus 2 months i.e., 11.03.2021, as per sections 18(1) and 19(10) of the Act read with rule 15 of the rules.

**E.III Direct the respondent to complete the development work of the project**

26. The grievance of the complainants is that the development work of the project is not complete and the respondent be directed to complete the said development work.

27. The authority observes that the Directorate of Town & Country Planning, Haryana has already granted completion certificate dated 11.01.2021 subject to certain conditions in respect of the said project certifying that the development works are complete. The complainants are at liberty to approach the competent authority if any grievance subsists on account of any error in granting the completion certificate in respect of the said project.

**E.IV Direct the respondent for registration of the said plot /unit with immediate effect**

28. The complainants are seeking relief of execution of conveyance deed. Clause 10 of the buyer's agreement provides for 'Conveyance of the said unit/plot' and is reproduced below:

**Clause 10. CONVEYANCE DEED:**

**"10.1 STAMP DUTY AND REGISTRATION CHARGES**

*The stamp duty, registration fee/charges and other expenses to be incurred at the time of execution of the Conveyance Deed in pursuance to this Agreement to Sell shall be borne by the Purchaser. The Purchaser shall be fully responsible for paying any deficient stamp duty and other charges to the government authorities. The Purchaser also undertakes to pay without demur any increase in stamp duty/registration charges as may be effected by the government even if such an increase takes place after the Purchaser has paid to the Seller all the dues/charges/fees etc. under this Agreement. Similarly, if there is any decrease in the stamp duty/registration charges, the same shall be paid by the Seller to the Purchaser."*

29. The authority has gone through the conveyance clause of the agreement. A reference to the provisions of section 17 (1) of the Act is also must and it provides as under:

**"Section 17: - Transfer of title**

*17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the*

*case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*

*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.*

30. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainants. As delineated hereinabove, the completion certificate in respect of the said project was granted on 11.01.2021 by the competent authority. Thus, the respondent is directed to execute the conveyance deed upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per section 17 of the Act failing which the complainants may approach the adjudicating officer for execution of order.

**F. Directions of the authority**

31. 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):
- The respondent is directed to handover the possession of the allotted unit to the complainants complete in all aspects as per specifications of buyer's agreement within one month from date of this order after payment of outstanding dues, if any, as the completion 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 upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per section 17 of the Act with 3 months from the date of this order failing which the complainants may approach the adjudicating officer for execution of order.
  - iii. With respect to CR/448/2023, the respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 13.03.2019 till date of completion certificate plus 2 months i.e., 11.03.2021 as per sections 18(1) and 19(10) of the Act read with rule 15 of the rules. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per rule 16(2) of the rules.
  - iv. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and the provisions of Deen Dayal Jan Awas Yojna, 2016.
32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
33. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
34. It is hereby again reiterated that with reference to complaint no. 434/2023 titled as Jai Parkash and Shakuntla Vs. M/s Savyasachi Infrastructure Pvt. Ltd. (Sr. No. 21), the complainants have already filed an application for






**HARERA**  
**GURUGRAM**

Complaint No. 114 of 2023 &  
others

withdrawal of complaint on 06.02.2024. In view of the aforesaid application, the complaint before the authority bearing no. 434/2023 is hereby dismissed as withdrawn.

35. Files be consigned to registry.

  
**(Sanjeev Kumar Arora)**

Member

  
**(Ashok Sangwan)**

Member

  
**(Vijay Kumar Goyal)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.02.2024



**HARERA**  
**GURUGRAM**