

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

Date of filing of complaints : 13.08.2024
Date of decision : 27.08.2025

Name of Builder		M/s Savyasachi Infrastructure Private Limited	
Project Name		Amaya Greens at Sector 3, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/3791/2024	Davender Kumar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners	Shri Gaurav Rawat, Advocate None
2.	CR/3794/2024	Vejanti Devi Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners	Shri Gaurav Rawat, Advocate None
3.	CR/3796/2024	Pradeep Kumar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners	Shri Gaurav Rawat, Advocate None
4.	CR/3797/2024	Rajni Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners	Shri Gaurav Rawat, Advocate None

CORAM:

Shri Ashok Sangwan

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.
 3. The details of the complaints, status of reply, 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:

Project Name and Location	"Amaya Greens", Sector 03, Gurugram, Haryana
Nature of the project	Affordable plotted colony under Deen Dayal Jan Awaas Yojna
Project area	9.0375 acres
DTCP License No. and other details	37 of 2017 dated 28.06.2017 Valid up to 27.06.2022 Licensed area : 9.0375 acres Licensee-Sharma Confectioners Pvt. Ltd.
HRERA Registered	212 of 2017 dated 18.09.2017 Valid up to 16.03.2023 (Including 6 months grace period of COVID) Registered area: 9.0375 acres
Completion certificate	11.01.2021
Due date of Possession	15.02.2025 (Deemed to be three years from the date of allotment in terms of Fortune Infrastructure



and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018)					
Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. and size	Allotment Letter/ Date of execution of BBA/MoU	Basic Sale Consideration / Total Amount paid by the complainants	Relief sought
1.	CR/3791/2024 Davender Kumar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners DOF: 13.08.2024 Reply: Not filed	Plot No. B-33, 124.99 Sq. yard	Allotment Letter dated 15.02.2022 (Page 27 of complaint) BBA/MoU Not Executed	BSP- Rs.29,99,760/- (Page 27 of complaint) AP-Rs. 19,00,000/- (Receipts annexed at page 28-31 of complaint)	<ul style="list-style-type: none"> • Handover possession • Execution of BBA • Delay possession charges • Restrain the respondent from raising fresh demand(s) for payment • Not to force the complainant to sign any indemnity-cum-undertaking as a pre-condition for signing the conveyance deed • Not to charge anything irrelevant which has not been agreed to between the parties
2.	CR/3794/2024 Vejanti Devi Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners DOF: 13.08.2024 Reply: Not filed	Plot No. A-38, 126.06 Sq. yard	Allotment Letter dated 15.02.2022 (Page 27 of complaint) BBA/MoU Not Executed	BSP- Rs.28,99,380/- (Page 27 of complaint) AP-Rs. 19,58,500/- (Receipts annexed at page 28-30 of complaint)	<ul style="list-style-type: none"> • Handover possession • Execution of BBA • Delay possession charges • Restrain the respondent from raising fresh demand(s) for payment • Not to force the complainant to sign any indemnity-cum-undertaking as a pre-condition



					for signing the conveyance deed • Not to charge anything irrelevant which has not been agreed to between the parties
3.	CR/3796/2024 Pradeep Kumar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners DOF: 13.08.2024 Reply: Not filed	Plot No. C-16, 107.35 Sq. yard	Allotment Letter dated 15.02.2022 (Page 27 of complaint) BBA/MoU Not Executed	BSP- Rs.23,61,700/- (Page 27 of complaint) AP-Rs. 19,50,000/- (Receipts annexed at page 28-30 of complaint)	• Handover possession • Execution of BBA • Delay possession charges • Restrain the respondent from raising fresh demand(s) for payment • Not to force the complainant to sign any indemnity-cum-undertaking as a pre-condition for signing the conveyance deed • Not to charge anything irrelevant which has not been agreed to between the parties
4.	CR/3797/2024 Rajni Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners DOF: 13.08.2024 Reply: Not filed	Plot No. B-32, 124.99 Sq. yard	Allotment Letter dated 15.02.2022 (Page 27 of complaint) BBA/MoU Not Executed	BSP- Rs.29,99,760/- (Page 27 of complaint) AP-Rs. 15,00,000/- (Receipts annexed at page 28-29 of complaint)	• Handover possession • Execution of BBA • Delay possession charges • Restrain the respondent from raising fresh demand(s) for payment • Not to force the complainant to sign any indemnity-cum-undertaking as a pre-condition for signing the conveyance deed



					<ul style="list-style-type: none"> • Not to charge anything irrelevant which has not been agreed to between the parties
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4. 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 possession of the unit along with delayed possession charges.
5. The facts of all the above captioned complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/3791/2024 titled "Davender Kumar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners"** 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**
6. 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/3791/2024 titled "Davender Kumar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Sharma Confectioners"

Sr. No.	Particulars	Details
1.	Name of the project	"Amaya Greens", Sector 3, Gurugram
2.	Project area	9.0375 acres
3.	Nature of the project	Affordable Plotted Housing Colony under Deen Dayal Jan Awaas Yojna
4.	DTCP license no. and validity status	37 of 2017 dated 28.06.2017 valid upto 27.06.2022
5.	Name of licensee	Sharma Confectioners Pvt. Ltd.



6.	RERA Registered/ not registered	212 of 2017 dated 18.09.2017 valid upto 16.03.2023 (including 6 months grace period of COVID)
7.	Completion Certificate	11.01.2021 (Taken from already decided complaint case no. 7497 of 2022 decided on 30.01.2024)
8.	Plot no. (Complainant's unit falls under the licensed area)	Plot No. B-33 (Allotment Letter at page 27 of the complaint)
9.	Unit area admeasuring	124.99 sq. yards (Allotment Letter at page 27 of the complaint)
10.	Date of execution of builder buyer agreement	Not Executed
12.	Due date of possession	15.02.2025 (Deemed to be three years from the date of allotment in terms of Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018)
13.	Basic Sale Price	Rs. 29,99,760/- (Allotment Letter at page 27 of the complaint)
14.	Amount paid by the complainants	Rs. 19,00,000/- (Receipts annexed at page 28-31 of complaint)

B. Facts of the complaint

7. The complainants have made following submissions in the complaint:
- a) That in 2017, the respondent issued an advertisement announcing a Deen Dayal Jan Awaas Yojna "Amaya Greens" at Sector -3, Farukh Nagar, Gurugram, under license no. 37 of 2017 dated 24.06.2017, issued by DTCP, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. The respondent confirmed that the project had got building plan approval from the authority.



- b) Relying on various representations and assurances given by the respondent and on belief of such assurances, complainant booked a plot unit in the project by paying an amount of Rs. 19,00,000/- towards the said plot no. B-33, in Sector-3, Gurugram, having super area admeasuring 124.99sq. yards. to the respondent dated 04.10.2021 and the same was acknowledged by the respondent.
- c) That the respondents confirming the booking of the said plot allotted a plot no.B-33 measuring 124.99 sq. yards in the said project for a total sale consideration of Rs.29,99,760/- which includes basic price, EDC and IDC, car parking charges and other specifications of the allotted unit.
- d) That at the time of purchasing the said plot, assurance was made to the complainant that plot will be delivered within the promised period of 12 months from the date of booking i.e. by 04.10.2021. Therefore, the due date of possession comes out to be 04.10.2022.
- e) That after repeated reminders and follow ups, the respondent failed to execute MOU and agreement. Thereafter, the complainant raised the objection to same and respondent provided false assurance to the complainant that it is just for the formality.
- f) That as per the terms of booking, the respondent was liable to handover the possession of the said plot on or before 04.10.2022, therefore, the respondent was liable to pay interest as per the prescribed rate as laid under the RERA Act, 2016 and HRERA Rules, 2017 for delay in delivery of possession till the completion of the construction of unit.
- g) During the period the complainant went to the office of respondent several times and requested them to allow them to visit the site further

enquiring as to when the respondents will get buyers agreement executed but it was never allowed saying that they do not permit any buyer to visit the site during construction period. The complainant already paid a sum of Rs.19,00,000/- towards the said unit against total sale consideration of Rs. 29,99,760/-.

- h) That allotment of the unit was made on 04.10.2021, after coming into force of the RERA Act,2016 and as per the Act, after coming into force of the Act the respondent can charge only on the carpet of the unit not on the super area of the unit. In the present case, respondent has charged the complainant on the super area i.e. 124.99 Sq. Yards @ Rs.39,368 per Sq. Yards which is against the provisions of the RERA Act,2016 and the rules,2017 made thereof. Hence, in accordance with the provisions of the RERA Act, necessary penal action to be taken against the respondent and direction may kindly be passed to the respondent to charge on the carpet area instead of the super area of the unit.
- i) That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things

promised in the brochure, which counts to almost 50% of the total project work.

- j) That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainant has suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- k) That the clauses of allotment letter are totally unjust, arbitrary and amounts to unfair trade practice as held by the Hon'ble NCDRC in the case titled as ***Shri Satish Kumar Pandey & Anr. v/s M.s Unitech Ltd. (14.07.2015)*** as also in the judgment of Hon'ble Supreme Court in ***Neelkamal Realtors Suburban Pvt Ltd Vs. UOI and ors. (W.P 2737 of 2017)***.
- l) That as per section 18 of the RERA Act. 2016, the promoter is liable to pay delay possession charges to the allottees of a unit, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.
- m) That the project in question is ongoing as defined under Rule 2(o) of the Rules, *ibid* and does not fall in any of the exception provided under the Rules.
- n) The complainant after losing all the hope from the respondents, having his dreams shattered of owning a flat and having basic necessary facilities in the vicinity of "Amaya Greens" project and also losing

considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance.

C. Relief sought by the complainant

8. The complainant has sought the following relief(s):

- I. Direct the respondent to pay the interest on the total amount paid by complainant at the prescribed rate of interest as per RERA, from due date of possession till the handing over of possession.
 - II. Direct the respondent to hand over the symbolic and constructive possession of said unit in question with all amenities and specifications as promised, in all completeness without any further delay.
 - III. Restrain the respondent from raising fresh demand(s) for payment under any head, as the complainant had already made payment as per the payment plan.
 - IV. Direct the respondent not to charge anything irrelevant which has not been agreed to between the parties like labour cess, electrification charges, maintenance charges etc, which in any case is not payable by the complainant.
 - V. Direct the respondent to execute a builder buyer agreement in respect of the unit in question in favour of the complainant.
 - VI. Direct the respondent not to force the complainant to sign any indemnity-cum-undertaking indemnifying the builder from anything legal as a pre-condition for signing the conveyance deed.
9. The Authority issued a notice dated 13.08.2023 to the respondent by speed post and also sent it to the provided email addresses, savyasachi@gmail.com, sndas1953@gmail.com, rawatgaurav6464@gmail.com. Delivery reports have been placed on record. The respondents failed to appear before the Authority on 04.12.2024 and 12.03.2025.



Further, even during the further hearings dated 23.07.2025, none appeared on behalf of the respondent. Neither reply was filed within the stipulated period in order dated 23.07.2025 nor cost of Rs.10,000/- paid on behalf of respondents to the complainant. Since none has appeared on behalf of the respondents despite being given sufficient opportunities, in view of the same, the defense of the respondents was struck off and respondents are proceeded ex-parte vide order dated 27.08.2025.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

11. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by the 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

12. 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.

13. 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 complainant.

E.I Direct the respondent to pay the interest on the total amount paid by complainant at the prescribed rate of interest as per RERA, from due date of possession till the handing over of possession.

14. In the present complaint, the complainant intend to continue with the project and is 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."

15. **Due date of handing over possession:** The builder buyer agreement was not executed between the parties and allotment letter was sent by the respondent to the complainant on 15.02.2022. No specific time period with respect to handover of possession of the allotted unit to the complainant had been prescribed. Therefore, in the case of **Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018**, the Hon'ble Apex Court observed that "a person

cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract." Therefore, the due date comes out to be 15.02.2025.

16. 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/3791/2024	15.02.2025	11.01.2021
2.	CR/3794/2024	15.02.2025	11.01.2021
3.	CR/3796/2024	15.02.2025	11.01.2021
4.	CR/3797/2024	15.02.2025	11.01.2021

17. 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 in all the above captioned complaints. 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. 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. Accordingly, no direction to this effect.

E.II Direct the respondent to hand over the symbolic and constructive possession of said unit in question with all amenities and specifications as promised, in all completeness without any further delay.

18. The grievance of the complainant is that the respondent has failed to handover the physical possession.
19. The authority observes that respondent promoter has obtained completion certificate in respect of the said project from the competent authority on 11.01.2021. However, the respondent had not offered the possession of the subject plot to the complainant. Section 17 of the Act obligates the promoter to handover the physical possession of the subject plot complete in all respect and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.
20. In view of the above, in case the possession of the unit is not yet handed over to the complainant, the respondent is obligated to handover the possession of the allotted plot to the complainant complete in all aspects 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.III Restrain the respondent from raising fresh demand(s) for payment under any head, as the complainant had already made payment as per the payment plan.

E.IV Direct the respondent not to charge anything irrelevant which has not been agreed to between the parties like labour cess, electrification charges, maintenance charges etc, which in any case is not payable by the complainant.

21. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

22. Labour cess is levied @ 1% on the cost of construction incurred by an employer as per the provisions of sections 3(1) and 3(3) of the Building and Other Construction Workers' Welfare Cess Act, 1996 read with Notification No. S.O 2899 dated 26.09.1996. It is levied and collected on the cost of construction incurred by employers including contractors under specific conditions. Moreover, this issue has already been dealt with by the authority in complaint bearing no.962 of 2019 titled as "**Mr. Sumit Kumar Gupta and Anr. Vs Sepset Properties Private Limited**" wherein it was held that since labour cess is to be paid by the respondent, as such no labour cess should be charged by the respondent. The authority is of the view that the allottee is neither an employer nor a contractor and labour cess is not a tax but a fee. Thus, the demand of labour cess raised upon the complainant is completely arbitrary and the complainant cannot be made liable to pay any labour cess to the respondent and it is the respondent builder who is solely responsible for the disbursement of said amount.
23. As far as external electrification charges are concerned, the respondent cannot collect the same from the allottees while issuing offer of possession letter of a unit even though there is any provision in the builder buyer's agreement to the contrary as has already been laid down in complaint bearing no. 4031 of 2019 titled as "**Varun Gupta Vs. Emaar MGF Land Limited**" decided on 12.08.2021.
24. The respondent is allowed to collect a reasonable amount from the complainants on account of the maintenance charges with respect to IFMSD as has already been laid down in complaint bearing no. 4031 of 2019 titled as "**Varun Gupta Vs. Emaar MGF Land Limited**" decided on 12.08.2021. However, the authority directs that the promoter must

always keep the amount collected under this head in a separate bank account and shall maintain that account regularly in a very transparent manner. If any allottee of the project requires the promoter to give the details regarding the availability of IFMSD amount and the interest accrued thereon, the promoter must provide details to the allottee. It is further clarified that out of this IFMSD/IBMS, no amount can be spent by the promoter for the expenditure it is liable to incur to discharge its liability and obligations as per the provisions of Section 14 of the Act.

E.V Direct the respondent to execute a builder buyer agreement in respect of the unit in question in favor of the complainant.

E.VI Direct the respondent not to force the complainant to sign any indemnity-cum-undertaking indemnifying the builder from anything legal as a pre-condition for signing the conveyance deed.

25. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
26. The respondent is directed not to place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has been decided by the authority in complaint bearing no. **4031 of 2019** titled as "**Varun Gupta V. Emaar MGF Land Limited**" decided on 12.08.2021.
27. Further, Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

"17. Transfer of title.-

- (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."

28. The respondent is under an obligation as per Section 17 of Act to get the conveyance deed executed in favor of the complainant. 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 complainant may approach the adjudicating officer for execution of order.

F. Directions of the authority

29. Hence, the authority hereby passes this order and issues following directions u/s 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority u/s 34(f):
- I. In view of the findings recorded by the authority above, no case of delay possession charges is made out. However, in case the possession of the unit is not yet handed over to the complainant, the respondent is directed to handover the possession of the allotted unit to the complainants complete in all aspects 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 further directed not to place any condition or ask the complainants to sign an indemnity of any nature

whatsoever, which is prejudicial to their rights as has been decided by the authority in **complaint bearing no. 4031 of 2019** titled as "**Varun Gupta Vs. Emaar MGF Land Limited**" decided on 12.08.2021.

- III. The respondent is not entitled to charge labour cess as it is the respondent builder who is solely responsible for the disbursement of said amount.
 - IV. The respondent cannot charge electrification charges from the allottees while issuing offer of possession letter of a unit even though there is any provision in the builder buyer's agreement to the contrary.
 - V. The respondent is allowed to collect a reasonable amount from the complainant on account of the maintenance charges with respect to IFMSD as has already been laid down in **complaint bearing no. 4031 of 2019** titled as "**Varun Gupta Vs. Emaar MGF Land Limited**" decided on 12.08.2021.
 - VI. The respondent is directed to execute the conveyance deed 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 within 3 months from the date of this order failing which the complainants may approach the adjudicating officer for execution of order.
 - VII. The respondent shall not charge anything from the complainant which is not as per the provisions of Deen Dayal Jan Awas Yojna, 2016.
30. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

31. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
32. Files be consigned to registry.

Dated: 27.08.2025

Ashok Sangwan
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram



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GURUGRAM