

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM****Date of decision: 09.10.2025**

NAME OF THE BUILDER		M/s Savyasachi Infrastructure Private Limited.	
PROJECT NAME		"Amaya Greens", Sector 3, Gurugram, Haryana	
S. No.	Case No.	Case title	Appearance
1.	CR/890/2024	Tej Parkash and Pinki Vs. M/s Savyasachi Infrastructure Private Limited	Adv. Pankaj Yadav (Complainants) None
2.	CR/1122/2024	Devendra Kumar and Arushi Vs. M/s Savyasachi Infrastructure Private Limited	Adv. Pankaj Yadav (Complainant) None

CORAM:

Shri Arun Kumar

Shri Phool Singh Saini

Chairman**Member****EX-PARTE ORDER**

1. This order shall dispose of all the 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 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", Sector- 3, Gurugram, Haryana being developed by



the respondent/promoter i.e., M/s Savyasachi Infrastructure Private Limited. The terms and conditions of the allotment letter, buyer's agreements, 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 thus seeking delayed possession charges along with the direction for execution of conveyance deed.

3. The details of the complaints, 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- 3, Gurugram, Haryana.
Project area	9.0375 acres
Nature of the project	Affordable Residential plotted colony
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 Private Limited
RERA Registered/ not registered	Registered vide no. 212 of 2017 dated 18.09.2017 Valid up to 16.03.2023 (Including 6 months grace period of Covid-19)
Completion certificate	11.01.2021
Possession clause as per Buyer's agreement	Clause 4.2 Possession Time and Compensation <i>"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 and water in the sector by the Government, but subject to force majeure conditions or any Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the seller. However, the Seller shall be entitled for compensation free grace period of +/- six (6) months in case the development is not completed within the period mentioned above....."</i>



S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter And BBA	Due date of possession	Total sale consideration and Total amount paid by the complainant in Rs.	Possession letter
1.	CR/890/2024 Tej Parkash and Pinki Vs. M/s Savyasachi Infrastructure Private Limited DOF: 22.03.2024 RR: Not filed	A-42/2 1028 sq. ft. [Page 19 and 23 of complaint]	AL:- 03.08.2019 [Page 19 of complaint] BBA 22.07.2019 [Page 20 of complaint]	22.01.2022 (Calculated to be 24 months from date of execution of agreement along with unqualified grace period of 6 months)	TC: 23,45,896/- AP: 19,90,500/- [As alleged by the complainant at page 13 of complaint]	01.09.2021 [Page 23 of complaint]
2.	CR/1122/2024 Devendra Kumar and Arushi Vs. M/s Savyasachi Infrastructure Private Limited DOF: 22.03.2024 RR: Not filed	A-51/3 1028 sq. ft. [Page 22 of complaint]	AL:- 03.08.2019 [Page 17 of complaint] BBA 30.07.2019 [Page 20 of complaint]	30.01.2022 (Calculated to be 24 months from date of execution of agreement along with unqualified grace period of 6 months)	TC: 24,50,752/- [As per schedule -C, at page 55 of complaint] AP: 21,83,133/-	20.08.2021
Relief sought by the complainant(s):- i. Direct the respondent to pay the delayed possession charges till offer of possession of the said plot/unit along with prevailing interest as per the provisions of the Act, 2016. ii. Direct the respondent to provide habitable possession of the said plot/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 plot/unit with immediate effect. v. Direct the respondent to pay Rs.50,000/- as litigation expenses.						
Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:						
Abbreviation		Full form				
DOF		Date of filing of complaint				
RR		Reply received by the respondent				
AL		Allotment Letter				
BBA		Builder Buyer's Agreement				
TSC		Total sale consideration				
AP		Amount paid by the allottee/s				



4. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/890/2024** titled as **Tej Parkash and Pinki Vs. M/s Savyasachi Infrastructure Private Limited** are being taken into consideration for determining the rights of the allottee(s).

A. Project and unit related details

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

CR/890/2024 titled as Tej Parkash and Pinki Vs. M/s Savyasachi Infrastructure Private Limited.

S. N.	Particulars	Details
1.	Name of the project	"Amaya Greens", Sector 03, Farukhnagar, Gurugram.
2.	Nature of the project	Affordable Residential plotted colony
3.	Project area	9.0375 acres
4.	License no.	37 of 2017 dated 28.06.2017 Valid up to 27.06.2022 Licensed area : 9.0375 acres Licensee - Sharma Confectioners Pvt. Ltd.
5.	RERA registered or not	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
6.	Completion certificate received on	11.01.2021
7.	Allotment letter	03.08.2019 [Page no. 19 of complaint]
8.	Date of execution of buyer's agreement	22.07.2019 [Page no. 20 of complaint] (Note:- inadvertently recorded as 22.07.2018 during proceedings dated 09.10.2025)



9.	Unit no. as per allotment letter and possession letter	Flat no. A-42/2, Area admeasuring 1028 sq. ft. [Page no. 19 of complaint]
10.	Possession clause	Clause 4.2 Possession Time and Compensation <i>"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 and water in the sector by the Government, but subject to force majeure conditions or any Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the seller. However, the Seller shall be entitled for compensation free grace period of +/- six (6) months in case the development is not completed within the period mentioned above....."</i>
11.	Due date of possession	22.01.2022 (Calculated to be 24 months from date of execution of agreement along with unqualified grace period of 6 months)
12.	Sale consideration	Rs.23,45,896/- (As alleged by the complainant at page 13 of complaint)
13.	Amount paid by the complainant	Rs.19,90,500/- (As alleged by the complainant at page 13 of complaint)
14.	Possession letter	01.09.2021 (Page no. 23 of the complaint)

B. Facts of the complaint

6. The complainant has made the following submissions in the complaint: -
- That, after going through advertisement published by respondent in the newspapers and referring to the brochure/prospectus provided by respondent, the complainant desired an allotment of a plot in the project of the respondent floated by the name of Amaya Greens, in Sector-3,



- Farukhnagar, Gurugram, Haryana, having super area 1028 sq. feet, for basic sale consideration of Rs.23,45,896/-.
- II. That the builder buyer agreement was executed between the parties on 22.07.2019. The complainant thereafter made a full and final payment of Rs.19,90,500/- upto 22.02.2020 towards the booking in the project. The respondent thereupon issued an allotment letter in favour of the complainants for unit no. A-42/2 on 03.08.2019.
- III. That 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.
- IV. That as per clause 4.1 of the builder buyer agreement, the respondent was under legal obligation to handover the possession of the above said plot within 24 months from the date of execution of the buyer's agreement.
- V. That the complainant 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.
- VI. That the complainants has made and satisfied all the payments against the demands raised by the respondent and as on date of filing of the present complaint, the complainants has abided by all the payments plan of the buyer's agreement without any delay and default. The complainants have also paid for the development charges of the project.



- VII. That, till today the complainants had not received any satisfactory reply from the respondent regarding completion of the project. They have been suffering a lot of mental, physical and financial agony and harassment.
- VIII. That the cause of action accrued in favour of the complainant and against the respondent, when complainant had booked the said plot and it further arose when respondent failed/neglected to deliver the said plot within stipulated time period. The cause of action is continuing and is still subsisting on day-to-day basis.

C. Relief sought by the complainant: -

7. The complainant has sought following relief(s):
- I. Direct the respondent to pay the delayed possession charges till offer of possession of the said unit along with prevailing interest as per the provisions of the Act, 2016.
 - II. Direct the respondent to provide habitable possession of the said 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 unit with immediate effect.
 - V. Direct the respondent to pay Rs.50,000/- as litigation expenses.
8. The Authority issued a notice dated 22.03.2024 to the respondent by speed post and also sent it to the provided E-mail address, savyasachi@gmail.com. Delivery reports have been placed on record. The respondent failed to appear before the Authority on 30.05.2024, 05.09.2024, 08.01.2025, 17.04.2025, and 24.07.2025. Further, even during proceeding dated 09.10.2025, none appeared on behalf of the respondent.



Neither reply was filed within the stipulated time period in order dated 17.04.2025 nor cost of Rs.15,000/- paid on behalf of respondent to the complainant. Since, none has appeared on behalf of respondent despite being given sufficient opportunities, in view of the same, the defence of the respondent was struck off and respondent was proceeded ex-parte vide order dated 09.10.2025 and is being decided on basis of facts and documents submitted with the complaint which are undisputed.

D. Jurisdiction of the Authority

9. 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

10. 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

11. 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.

12. 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 delay possession charges till offer of possession of unit along with prevailing interest.

E.II Direct the respondent to provide habitable possession of the said unit to the complainant.

13. 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."

14. Clause 4.2 of the buyer's agreement (in short, the agreement) dated 22.07.2019, 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 or any Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the seller. However, the Seller shall be **entitled for compensation free grace period of +/- six (6) months** in case the development is not completed within the period mentioned above....."*

15. **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 along with an unqualified grace period of 6 months to the allottees as per terms of this agreement. Therefore, the due date of handing over possession comes out to be 22.01.2022.
16. In the present complaint, the completion certificate was granted by the competent authority on 11.01.2021 and the complainants have taken over the possession of the allotted unit on 01.09.2021. The respondent has obtained completion certificate and handover the possession of the allotted unit prior to the due date of handing over possession. 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.III Direct the respondent to complete the development work of the project.



17. The grievance of the complainants are that the development work of the project is not yet complete, and the respondent be directed to complete the said development work.
18. 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.

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

"Article 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 under- takes to pay without demur any increase in stamp duty/registration charges as may be effected by the government authorities 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 back by the Seller to the Purchaser.

10.2 TRANSFER INTIMATION AND CLEARANCE

The Purchaser can sell, assign, transfer, lease or part with possession of the said Floor but with prior intimation to the Seller. In such an event, except in sale, it shall be the responsibility of the Purchaser to continue to pay the charges including maintenance etc. pertaining to the Floor payable under this Agreement to the Seller. It is further agreed by the Purchaser that he shall make sure that in the event the Floor is trans- ferred/sold or the Purchaser gives temporary



possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which the Seller deems necessary for safeguarding the Floor.

10.3 EXECUTION OF CONVEYANCE DEED

That the parties shall undertake to execute the Conveyance Deed within _____ days from the date of Seller calling upon the Purchaser to do so, subject to the payment by the Purchaser of the Sale consideration and all other dues in terms of the payment plan. In case, the Purchaser has opted for long term payment plan arrangement with any Financial Institutions/Banks, the conveyance of the said Floor in favour of the Purchaser shall be executed only upon the Seller receiving No Objection Certificate from such Financial Institutions/Banks and the Deed of Conveyance will be deposited with the financial institutions as per the terms and conditions as agreed between the parties."

20. The Authority has gone through the conveyance clause of the agreement and observes that the conveyance has been subjected to all kinds of terms and conditions of this agreement and the complainants not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. 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.

21. 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 of 2016.

E.V Direct the respondent to pay litigation expenses amounting to Rs.50,000/.

22. The complainants are seeking the relief with respect to compensation. The Hon'ble Supreme Court of India in *Civil Appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Ltd. V/s State of UP & Ors.* has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the adjudicating officer having due regards to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

F. Directions of the Authority

23. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f) of the Act:
- I. In view of the findings recorded by the Authority above, no case of delay possession charges under section 18 of the Act, 2016 is made out.
 - II. The respondent is directed to get the conveyance deed of the allotted unit executed in the favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.



- III. 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.
- IV. A period of 90 days is given to the respondent/promoters to comply with the directions given in this order and failing which legal consequences would follow.
24. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of paid up amount is mentioned in each of the complaints.
25. Complaint as well as applications, if any, stand disposed of accordingly.
26. Files be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram



(Arun Kumar)
Chairman

Dated: 09.10.2025

HARERA
GURUGRAM