

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**
Date of decision: - 17.10.2025

NAME OF THE BUILDER		Savyasachi Infrastructure Private Limited	
PROJECT NAME		"Amaya Greens", Sector 3, Gurugram.	
S. No.	Case No.	Case title	Appearance
1.	CR/2785/2024	Anupam Srivastava VS. M/S Savyasachi Infrastructure Private Limited	Shri Pankaj Kumar Yadav Adv. (Complainant) None (respondent)
2.	CR/2787/2024	Anupam Srivastava VS. M/S Savyasachi Infrastructure Private Limited	Shri Pankaj Kumar Yadav Adv. (Complainant) None (respondent)
3.	CR/2802/2024	Anupam Srivastava VS. M/S Savyasachi Infrastructure Private Limited	Shri Pankaj Kumar Yadav Adv. (Complainant) None (respondent)
4.	CR/2803/2024	Anupam Srivastava VS. M/S Savyasachi Infrastructure Private Limited	Shri Pankaj Kumar Yadav Adv. (Complainant) None (respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of all complaints titled above, filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "*the Act*"), read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "*the Rules*"). Since the core issues arising in all the complaints are similar in nature, and the complainant(s) in the aforementioned matters are allottees of the same project, namely "**Amaya Greens**", Sector 3, Gurugram., being developed by the same respondent-promoter, i.e., Savyasachi Infrastructure Private Limited, they are being adjudicated together. The terms and conditions of the Builder-Buyer Agreements executed between the parties are also substantially similar. The central issue involved in all these complaints pertains to the failure of the respondent-promoter to deliver possession of the units within the stipulated period as per the Builder-Buyer Agreements.
2. The details of the complaints, reply status, unit no., date of allotment letter, date of agreement, due date of possession, offer of possession and relief sought are given in the table below:

Possession Clause 5: The promoter shall abide by the time schedule for completion of the project as disclosed at the time of registration of the project with the Authority, and for handing over possession of the plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, in accordance with Rule 2(1)(f) of the Rules, 2017.

Occupation certificate received on N/A
 Offer of Possession: N/A

S r.	Complaint No./Date of filing/	Unit no. and area	Date of execution of builder	Due date of	Total sale considerati on	Amount Paid up by the

No	Reply status		buyer's agreement	possession		complainant
1	CR/2785/ 2024 DOF: 07.06.2024 Reply not received	C-13 admeasuring 108.57 sq. yards.	21.09.2019 [Page 21 of complaint]	16.03.2023	Rs. 17,50,040/-	Rs. 17,50,007/- as alleged by the complainant
2.	CR/2787/ 2024 DOF: 07.06.2024 Reply not received	C-12 admeasuring 107.35 sq. yards.	21.09.2019 [Page 21 of complaint]	16.03.2023	Rs. 17,50,020/-	Rs. 17,50,003/- as alleged by the complainant
3.	CR/2802/ 2024 DOF: 07.06.2024 Reply not received	A-34, admeasuring 126.06 sq. yards.	29.11.2018 [Page 27 of complaint]	16.03.2023	Rs. 22,06,005/-	Rs. 22,06,005/- as alleged by the complainant
4.	CR/2803/ 2024 07.06.2024 Reply not received	A-33, admeasuring 126.06 sq. yards.	29.11.2018 [Page 22 of complaint]	16.03.2023	Rs. 22,06,050/-	Rs. 22,06,005/- as alleged by the complainant

Relief sought: Possession along with delay possession charges.

3. 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/2785/2024** titled as **Anupam Srivastava 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

4. 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:

S.N.	Particulars	Details
1.	Name of the project	"Amaya Greens", Sector 03, Gurugram.
2.	Nature of the project	Affordable Residential Plotted Colony under Deen Dayal Jan Awaas Yojna
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 (17.09.2022 + 6 months on account of COVID 19) Registered area: 9.0375 acres
7.	Agreement for sale between the respondent and the complainant	21.09.2019 [Page 21 of complaint]
8.	Unit no.	C-13

		[Page 6 of complaint]
9.	Total sale price	Rs. 17,50,040/- (As per clause 1.1 of the Agreement to sale) [Page 29 of complaint]
10.	Paid up amount	Rs. 17,50,007/- [Page 61 of complaint]
11.	Possession clause	<u>5. Time is essence</u> <i>The promoter shall abide by the time schedule for completion of the project as disclosed at the time of registration of the project with the Authority, and for handing over possession of the plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, in accordance with Rule 2(1)(f) of the Rules, 2017.</i>
12.	Due date of possession	16.03.2023 (As disclosed in Project details)
13.	Possession letter	N/A
14.	Occupation certificate received on	N/A

B. Facts of the complaint:

5. The complainant has made the following submissions in the complaint:
 - i. That the Complainant, Mr. Anupam Srivastava, after going through the advertisements published by the Respondent in various

newspapers and upon perusal of the brochure/prospectus issued by the Respondent, was induced to apply for allotment of a residential plot in the Respondent's project namely "Amaya Greens", situated at Sector-3, Farukhnagar, Gurugram, Haryana. The said plot admeasures 108.57 sq. yards and was offered for a basic sale consideration of ₹17,50,040/-.

- ii. That relying upon the representations, assurances and promises made by the Respondent, the Complainant entered into a Builder Buyer Agreement dated 21.09.2019. Prior thereto, the Complainant had already made full and final payment amounting to ₹17,50,007/- (Rupees Seventeen Lakh Fifty Thousand Seven only) up to 09.08.2019 towards the booking of the said plot. Pursuant thereto, the Respondent issued an Allotment Letter dated 13.08.2019 in favour of the Complainant for Plot No. C-13 (hereinafter referred to as the "said Plot"). Copies of the Builder Buyer Agreement and Allotment Letter are annexed herewith as Annexure-A and Annexure-B, respectively.
- iii. That the Respondent categorically represented that it had lawful authority, title and exclusive rights to develop, construct and build the residential project and further had the right to transfer, alienate and execute sale deeds, agreements to sell, conveyance deeds and letters of allotment in respect of the said project.
- iv. That as per Clause 4.1 of the Builder Buyer Agreement, the Respondent was under a legal and contractual obligation to hand over possession of the said Plot within a period of six (06) months from the date of execution of the Builder Buyer Agreement.

- v. That the Complainant, during the course of construction, visited the project site on several occasions and was shocked to observe that the construction was not completed even after expiry of the stipulated possession period. Thereafter, the Complainant made repeated attempts to contact the Respondent by visiting its office personally and through various modes of communication including telephonic conversations; however, no satisfactory response was received.
- vi. That the Complainant has duly made all payments as demanded by the Respondent strictly in accordance with the payment plan and terms of the Builder Buyer Agreement. As on the date of filing of the present complaint, there is no delay, default or deficiency on the part of the Complainant. The Complainant has also paid the development charges as demanded by the Respondent.
- vii. That till date, the Respondent has failed to provide any clear or satisfactory explanation regarding the completion status of the project or the likely date of possession. Due to the inordinate delay, the Complainant has suffered immense mental, physical and financial harassment and agony.
- viii. That despite repeated assurances, representations and promises, the Respondent has failed to complete the construction of the said project and has not handed over possession of the said Plot to the Complainant till date. The Respondent's act of delay amounts to a clear violation of the terms and conditions of the Builder Buyer Agreement and constitutes deficiency in service and unfair trade practice.

- ix. That the cause of action first arose in favour of the Complainant when the said Plot was booked and further arose when the Respondent failed to hand over possession within the stipulated time period. The cause of action is continuing in nature and subsists on a day-to-day basis.
- C. The complainant has sought the following relief:**
6. The complainants have sought following relief(s):
- Direct the Respondent to pay Delayed Possession Charges along with applicable interest till the date of actual offer of possession, in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016;
 - Direct the Respondent to hand over habitable and lawful possession of the said Plot/Unit to the Complainant forthwith;
 - Direct the Respondent to execute and register the Conveyance Deed/Sale Deed in respect of the said Plot/Unit in favour of the Complainant without any further delay;
7. The present complaint was filed before the Authority on 07.06.2024. The Registry of the Authority issued notice along with a copy of the complaint and annexures to the respondent through speed post; however, the same was returned undelivered with the remark "*item returned—insufficient address/addressee left without instructions.*" The Registry also sent the notice along with a copy of the complaint via email to the following email address: **savyasachi@gmail.com**; however, the email could not be delivered as the email address was found to be non-existent. In view of the above, service upon the respondent could not be effected despite due efforts, and accordingly, the respondent is proceeded against **ex parte**.

8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the complainant. The case now proceed on merits shall based on the complainant submission.

D. Jurisdiction of the authority

9. The authority observed 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, Haryana 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 completed territorial jurisdiction to deal with the present complaint.

D.II Subject-matter jurisdiction

11. Section 11(4)(a) of the Act 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 of 2016 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 complainant at a later stage.

E. Findings on the relief sought by the complainants.

E.I Direct the Respondent to pay Delayed Possession Charges along with applicable interest till the date of actual offer of possession, in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016;

E.II Direct the Respondent to hand over habitable and lawful possession of the said Plot/Unit to the Complainant forthwith;

E.III Direct the Respondent to execute and register the Conveyance Deed/Sale Deed in respect of the said Plot/Unit in favour of the Complainant without any further delay;

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

Section 18: - Return of amount and compensation

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

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of

delay, till the handing over of the possession, at such rate as may be prescribed."

14. Clause 5 of the buyer's agreement provides for time period for handing over of possession and is reproduced below:

5. Time is essence

The promoter shall abide by the time schedule for completion of the project as disclosed at the time of registration of the project with the Authority, and for handing over possession of the plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, in accordance with Rule 2(1)(f) of the Rules, 2017.

(Emphasis Supplied)

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

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

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

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

16. The legislature in its wisdom in the subordinate legislation under rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
17. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 17.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
18. **Rate of interest to be paid by the complainants in case of delay in making payments-** The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

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

19. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
20. Upon due consideration of the documents available on record and the submissions made by the parties, the Authority is satisfied that the Respondent is in contravention of the provisions of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016, inasmuch as it has failed to hand over possession of the allotted unit within the stipulated period. As per Clause 5 of the Builder Buyer Agreement executed between the parties on 21.09.2019, possession of the subject flat was required to be delivered in accordance with the timeline disclosed at the time of registration of the project with the Authority. Accordingly, the due date for handing over possession of the subject flat is computed as 16.03.2023.
21. In view of the above, the Respondent non-compliance with the mandate under Section 11(4)(a) read with the proviso to Section 18(1) of the Act stands established. Consequently, the Complainant is entitled to interest for every month of delay in possession from 16.03.2023 until the date of valid offer of possession, plus a further period of two months after obtaining the Occupation Certificate from the competent authority, or until actual handing over of possession, whichever is earlier, in accordance with Section 18(1) of the Act, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
22. Furthermore, in terms of Section 17(1) of the Act, the Respondent is obligated to hand over physical possession of the allotted unit to the

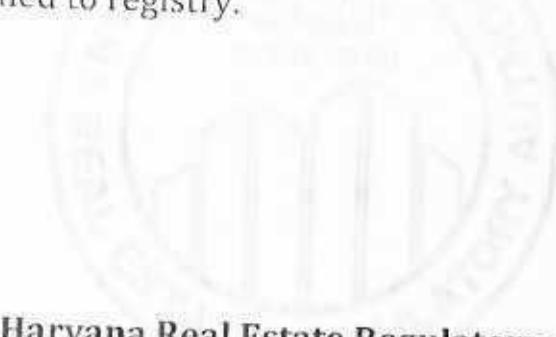
Complainant. Accordingly, the Respondent is directed to hand over possession of the subject unit, as per the specifications mentioned in the Builder Buyer Agreement, after obtaining the Occupation Certificate from the competent authority.

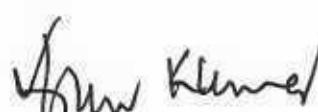
F. Directions of the Authority

23. Hence, the authority hereby passes this order and issue 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(l):
- i. The respondent is directed to pay delayed possession charges at the prescribed rate of interest @10.85% p.a. for every month of delay from the due date of possession i.e., 16.03.2023 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of the unit, whichever is earlier, as per section 18(1) of the Act of 2016 read with under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
 - ii. The arrears of such interest accrued from 16.03.2023 till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
 - iii. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85%

by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

- v. The respondent is also directed not to charge anything which is not part of builder buyer's agreement.
- 24. This decision shall mutatis mutandis apply to cases mentioned in para 2 of this order wherein details of paid-up amount is mentioned in each of the complaints.
- 25. Complaint as well as applications, if any stands disposed of accordingly.
- 26. File be consigned to registry.




(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.10.2025