

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

Date of decision: 20.01.2026

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/3183/2025	Pawan Dhankhar V/S Savyasachi Infrastructures Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
2.	CR/2682/2025	Dharamvir V/S Savyasachi Infrastructure Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
3.	CR/2683/2025	Tarun Singh Kataria V/S Savyasachi Infrastructure Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
4.	CR/2774/2025	Seema V/S Savyasachi Infrastructure Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
5.	CR/2745/2025	Sunita Devi V/S Savyasachi Infrastructure Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
6.	CR/3172/2025	Yashbir Singh V/S Savyasachi Infrastructures Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
7.	CR/3190/2025	Kitab Kaur V/S Savyasachi Infrastructures Private Limited & Vijay Ranjan & Sharma Confectioners Private Limited	Ms. Simran None
8.	CR/3188/2025	Suraj Kaur V/S Savyasachi Infrastructures Private Limited &	Ms. Simran

		Vijay Ranjan & Sharma Confectioners Private Limited	None
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CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
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. 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 obtained on				11.01.2021		
Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. and size	Date of execution of BBA/MoU	Due date of possession	Basic Sale Consideration / Total Amount paid by the complainants	Relief sought
1.	CR/3183/2025 Pawan Dhankhar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF:17.07.2025 Reply: Not filed	Plot no. C-55	17.04.2019 (Page 64 of complaint)	17.04.2020+ 6 months in lieu of covid-19 = 17.10.2020	TSC- Rs.11,96,523/- AP-Rs. 11,96,523/-	• Refund • Litigation expenses
2.	CR/2682/2025 Dharamvir Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 22.06.2025 Reply: Not filed	C-67	11.04.2019	11.04.2020 + 6 months in lieu of covid-19= 11.10.2020	TSC- Rs.12,36,484/- AP- Rs. 12,36,484	• Refund • Litigation expenses
3.	CR/2683/2025 Tarun Singh Kataria Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 22.06.2025 Reply: Not filed	C-102	12.10.2019	12.10.2020+ 6 months in lieu of covid-19	TSC- Rs.15,00,000/- AP-Rs. 14,00,000/-	• Refund • Litigation expenses



4.	CR/2774/2025 Seema Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 22.06.2025 Reply: Not filed	C-53	04.04.2019	04.04.2020+ 6 months in lieu of covid- 19 = 04.10.2020	TSC- 11,96,523/ AP- 11,96,523/-	Rs. Rs.	• Refund • Litigation expenses
5.	CR/2745/2025 Sunita Devi Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 22.06.2025 Reply: Not filed	C-84	20.11.2020	20.11.2021+ 6 months in lieu of covid- 19 =20.05.2022	TSC- 15,00,000/ AP- 15,00,000/-	Rs. Rs.	• Refund • Litigation expenses
6.	CR/3172/2025 Yashbir Singh Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 03.07.2025 Reply: Not filed	C-54	06.06.2019	06.06.2020+ 6 months in lieu of covid- 19 = 06.12.2020	TSC- 11,96,523/ AP- 11,96,523/-	Rs. Rs.	• Refund • Litigation expenses
7.	CR/3190/2025 Kitab Kaur Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 03.07.2025 Reply: Not filed	C-105 & C-106	16.07.2019	16.07.2020+ 6 months in lieu of covid- 19 = 16.01.2021	TSC- 24,72,848/ AP- 24,72,848/-	Rs. Rs.	• Refund • Litigation expenses
8.	CR/3188/2025 Suraj Kaur Vs. M/s Savyasachi Infrastructure Pvt. Ltd. DOF: 03.07.2025 Reply: Not filed	C-104	16.07.2019	16.07.2020+ 6 months in lieu of covid- 19 = 16.01.2021	TSC- 12,79,060/ AP- 12,79,060/-	Rs. Rs.	• Refund • Litigation expenses

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 refund of entire amount paid by the complainants along with interest @ 24% per annum.
5. 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/3183/2025 titled as Pawan Dhankhar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. & Vijay Ranjan & Sharma Confectioners 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

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/3183/2025 titled as Pawan Dhankhar Vs. M/s Savyasachi Infrastructure Pvt. Ltd. & Vijay Ranjan & Sharma Confectioners Pvt. Ltd

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.	SCO no.	C-55(MOU at page 65 of the complaint)

9.	Area admeasuring	113.35 sq. yards (tentative)
10.	MOU dated	17.04.2019 (Page 64 of complaint)
11.	Possession clause	Clause 5 of MOU "5. That, the First party assures the Second party that the possession of the said SCO shall be handed over within a period of twelve months from the date of signing of this MOU. " (As per MOU at page 66of the complaint)
12.	Due date of possession	17.04.2020 + 6 months in lieu of covid-19 = 17.10.2020 (Calculated to be 12 months from date of MOU being executed i.e., 17.04.2019)
13.	Basic Sale Price	Rs. 11,96,523/- (As per clause 2 of MOU at page 65 of the complaint)
14.	Amount paid by the complainants	Rs. 11,96,523/ (As per clause 3 of MOU at page 66 of complaint)
15.	Forfeiture Clause	"6. That the Second Party assures the First Party that it shall not ask for refund of this invested amount from the First Party. However, if the Second party at any point of time asks for refund than the First Party shall refund the said amount after deducting 10% of the invested amount as fees, within 30 days of request of refund." (MOU at page no. 18 of complaint)

B. Facts of the complaint

7. The complainant has made following submissions in the complaint:
 - i. That in early 2019, through advertisements and promotional material, the complainant came to know about residential plots being offered by M/s Savyasachi Infrastructure Pvt. Ltd. (CIN-U70109HR2013PTC049609) under the 'Amaya Green' project at Sector-3, Farrukh Nagar, Gurugram. Such an advertisement was misleading and was used as a tool to get the

- money of the innocent buyer being invested. However, as per law, no such advertisement could be made without the project being registered first.
- ii. That lured by the company's widespread advertising through hoardings, banners, and kiosks on-site, the complainant visited the project location in January 2019. There, he was approached by a representative/broker of the company named Pankaj Kumar (Mobile: 8860456000), who assured him that the company had developed a licensed colony over 9.0375 acres under license no. 37 of 2017 dated 24.06.2017, approved by DTCP, Haryana under the Deen Dayal Jan Awas Yojana (DDJAY). He was further told that an adjoining 3.125-acre land had also been acquired and the company had already applied for license approval from DTCP for expansion of the same residential colony.
 - iii. That the license application for this additional 3.125 acres had been submitted to DTCP, and plots would be sold at Rs. 13,550 per square yards, and that possession would be handed over within one year. These claims were reiterated by the company's director, Mr. Vijay Rajan (Respondent no.2) with whom Mr. Dhankhar later met. The respondents had further misled homebuyers by claiming that they had filed an application to register the land with RERA. However, no such application was filed.
 - iv. That influenced by these representations, the complainant booked plot no. C-55 on 17.04.2019. The MoU was executed between the complainant as buyer and Vijay Rajan, Director of the company, as seller on 17.04.2019, duly signed by both parties. The respondents had also entered into a Memorandum of Undertaking with the complainant prior to registration of the project constituting a clear violation of RERA. Such a deceptive act of selling the plots before prior registration must be strictly penalised.

- v. Further, the respondents had collected the entire sale amount from the complainants, without executing any agreement to sell thereby violating the statutory mandate. The complainant made a total payment of Rs.11,96,523, including Rs. 50,000 via Cheque No.000071, dated 28.03.2019), Rs. 2,00,000 via Cheque No. 696602, dated 11.04.2019, Rs. 5,46,523 via Cheque No. 0000689, dated 11.04.2019 and Rs. 4,00,000 via Cheque No. 803243, dated 11.04.2019. These payments are recorded in the MoU and supported by receipts and bank statements. Despite repeated follow-ups, the company failed to provide possession of the plot.
- vi. That in 2019, in order to make the specific performance of the rights of the first party to a contract for the said land unenforceable the respondents sold the land to a third party. Land was sold without obtaining any consent from the complainants or the concerned authority. This act is violating the provisions of RERA.
- vii. That the site plan issued along with the advertisement for the project included 3.125 acres of adjacent unlicensed unregistered land. Sharma Confectioners had the collaboration agreement for 12.1625 acres (9.0375 acres licensed and 3.125 acre unlicensed) land with the Savyasachi Infrastructure Pvt. Ltd. Sharma Confectioners, revoked the Special Power of Attorney granted to Savyasachi Infrastructure Pvt. Ltd. only on 03.01.2022, well after all plots had been illegally sold and payments collected seemingly as a tactic to evade liability. No public clarification or disclosure was ever issued by Sharma Confectioners regarding this serious breach. Notably, Sharma Confectioners maintains a long-standing association with Vijay Rajan, who also served as the authorized signatory for Maxworth Infrastructure Pvt. Ltd. The report of the Economic Offence

Wing highlights the channelling of funds to various accounts and notes discrepancies between money received and payments made.

viii. That the HRERA has also acknowledged the similar actus reus practiced with some other complainants and granted them relief. Recently, in the case of *Mr. Karam Singh versus M/s Savyasachi Infrastructure Pvt. Ltd and others, complaint no.4465 of 2023* the Haryana Real Estate Regulatory Authority has directed the Respondents by its order dated 02.04.2025 to compensate the complainant for the loss and has imposed fine on the Respondents. The grounds of parity also entitled the present complainant to the same relief as the facts, cause of action and the grievance in both the cases are similar. The Authorities, earlier also, had decided similar matters.

C. Relief sought by the complainant

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

I. Direct the respondent to refund the entire amount paid by the complainant along with prescribed rate of interest.

9. The Authority issued a notice dated 25.06.2025 of the complaint to the respondent by speed post and also on the given email address at savyasachi0027@gmail.com, md@savyasachi.in. The delivery reports have been placed in the file. The respondent failed to appear before this Authority on 02.09.2025, 04.11.2025, 16.12.2025, and 20.01.2026. Moreover, on several occasions in other complaints relating to the same project, public notice was issued in newspapers namely **Dainik Bhaskar and Hindustan Times** for the respondent to appear and file replies. Despite these notices, the respondent neither filed any reply nor appeared in any of the matters before the Authority. In view of the same, the respondent was proceeded *ex parte* vide order dated 20.01.2026.

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.

14. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed

by the Hon'ble Apex Court in *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357* and reiterated in case of *M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022* wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

15. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the said amount.

E. Findings on the relief sought by the complainant

E.I Direct the respondent to refund the entire amount paid by the complainant along with prescribed rate of interest.

16. The complainant was allotted plot no. C-55 in the project "Amaya Greens", Sector 3, Gurugram by the respondent-promoter at a basic sale consideration of Rs.11,96,523/-. Thereafter, a MoU dated 17.04.2019 was executed between the parties. As per Clause 5 of the said MOU, the possession of the unit was to be offered within a period of twelve months from the date of signing of this

MOU. Thus, the respondent was under a contractual obligation to deliver the possession of the unit by 17.10.2020, which has not been adhered to by the respondent.

17. The complainant has paid an amount of Rs.11,96,523/- against the sale consideration of Rs.11,96,523/-. The completion certificate was received on 11.01.2021 but there is nothing on record which shows that respondent-builder offered the possession to the complainant. However, the complainant has surrendered the unit by filing the present complaint on 17.07.2025 i.e., post receipt of completion certificate. Therefore, in this case, a refund can only be granted after certain deductions. It is important to note that clause 6 of the MoU dated 17.04.2019 clearly states that if the second party i.e. complainant at any point of time asks for refund than the respondent shall refund the said amount after deducting 10% of the invested amount as administrative fees within 30 days of request of refund but there is nothing on record which shows that respondent builder refunded the balance amount after deduction of earnest money. However, the Authority is of view that the respondent cannot not retain more than 10% of the sale consideration and is bound to return the remaining. Even the Hon'ble Apex court of the land in cases of ***Maula Bux Vs. Union of India (1973) 1 SCR 928***, ***Sirdar K.B Ram Chandra Raj Urs Vs. Sarah C. Urs, (2015) 4 SCC 136***, and followed by the National Consumer Dispute Redressal Commission, New Delhi in consumer case no. 2766/2017 titled as ***Jayant Singhal and Anr. Vs. M/s M3M India Ltd.*** decided on 26.07.2022 took a view that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in nature of penalty, then provisions of Section 74 of Contract Act, 1872 are attracted and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder and as such, there is hardly any actual damage. So, it was held that 10% of the sale price is

reasonable amount to be forfeited in the name of earnest money. Thus, keeping in view the principles laid down by the Hon'ble Apex court in the above mentioned two cases, the rules with regard to forfeiture of earnest money were framed by the authority known as Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, providing as under:

"5. AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot /building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."

18. Thus, keeping in view the aforesaid legal provisions and the facts detailed above, the respondents-promoter is directed to refund the amount paid by the complainant after deducting 10% of the sale consideration (Rs.11,96,523/-) being earnest money along with an interest @10.80% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of complaint i.e., 17.07.2025 till actual refund of the amount after adjusting the amount/pre-handover amount paid by respondent, if any within the timelines provided in Rule 16 of the Haryana Rules, 2017 ibid.

F. Directions of the Authority

19. 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):

- i. The respondent-promoter no. 1 is directed to refund the amount paid by the complainant after deducting 10% of the sale consideration (Rs. 11,96,523/-) being earnest money along with an interest @10.80% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of complaint i.e., 17.07.2025 till actual refund of the amount after adjusting the amount/pre-handover amount paid by respondent, if any within the timelines provided in Rule 16 of the Haryana Rules, 2017 ibid.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
20. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
 21. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
 22. Files be consigned to registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram
20.01.2026


(Arun Kumar)
Chairman