

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

**Complaint no.:** 5931 of 2024  
**Date of filing:** 19.12.2024  
**Date of decision:** 07.04.2026

Mrs. Seema

R/o: - Ward no-6, Nikhar Colony, Gaushala Road, Farukh  
Nagar, Haryana-22506.

**Complainant**

Versus

Savyasachi Infrastructure Private Limited

**Regd. Office at:** - 251-252, Space Edge Building, Tower B,  
Sector-47, Sohna Road, Gurugram- 122001, Haryana

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Shri Pankaj Kumar Yadav (Advocate)

None

Complainant  
Respondent

**ORDER**

1. This complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, 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:

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.	Allotment Letter	27.12.2021 (page 17 of the complaint)
9.	Unit no.	Plot No. C-45 (Allotment Letter at page 17 of the complaint)
10.	Unit area admeasuring	148.02 sq. yards (Allotment Letter at page 17 of the complaint)
11.	Date of execution of builder buyer agreement	Not Executed
12.	Possession clause	No possession clause
13.	Due date of possession	Cannot be ascertained
14.	Basic Sale Price	Rs. 30,34,410/- (Allotment Letter at page 17 of the complaint)
15.	Amount paid by the complainants	Rs. 11,00,000/- (Receipt issued by respondent at page 19 of the complaint)

### B. Facts of the complaint

3. The complainant has made the following submissions: -
- I. 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 148.02 Sq. yrd., for basic sale consideration of Rs. 30,34,410/-.

- II. That deluded by the representations of the respondent the complainant did not entered into a BBA. The complainant thereafter paid a sum of Rs. 14,00,000/- upto 03-01-2022 towards the booking in the project. The respondent thereupon issued the allotment letter on 27-12-2021 itself in favour of the complainant for plot no. C-45.
- III. That the respondent represented that it has the 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. with respect to the project.
- IV. That as per clause-4.1 of the builder buyer's agreement, the respondent was under legal obligation to handover the possession of the above said plot within 24 months from the date of execution of the builder buyer agreement.
- V. That the complainant visited the site during the course of construction and found that the construction work was delayed beyond the possession date and since then they have been trying to communicate with the respondent by visiting their offices and through various modes including but not limited to telephonic conversations and personal approach etc.
- VI. That the complainant has made and satisfied all the payments against the demands raised by the respondent and as on the date of filing of the present complaint, the complainant has abided by the payment plan of

the builder buyer's agreement without any delay and default. The complainant has also paid for the development charges of the project.

- VII. That, till today the complainant had not received any satisfactory reply from the respondent regarding completion of the project. The complainant has been suffering a lot of mental, physical and financial agony and harassment.
- VIII. That the respondent has not completed the construction of the said Real Estate Project till now and the complainant has not been provided with the possession of the said plot despite several repeated promises and representation made by respondent. By committing delay in delivering the possession of the aforesaid plot, the respondent has violated the terms and conditions of the builder buyer's agreement and promises made at the time of booking of said plot.
- IX. 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 subsisting on day-to-day basis.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
- i. Direct the respondent to pay the Delayed Possession Charges till Offer of Possession of the said plot along-with prevailing interest as per the provisions of the RERA Act.
  - ii. Direct the respondent to provide habitable possession of the said plot to the complainant 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 with immediate effect.
  - v. Direct the respondent to pay Rs. 50,000/- as litigation expenses.

5. The present complaint was filed on 19.12.2024 in the Authority. On 26.03.2025, 30.07.2025, 23.12.2025 and 07.04.2026, the counsel for the respondent was directed to file the reply within stipulated time period in the registry of the Authority. However, despite specific directions, the respondent has failed to put in appearance before the authority and has also failed to file reply. Therefore, in view of order dated 07.04.2026, the defence of the respondent was struck off on failure of the respondent to file reply despite the lapse of one year. In view of the same, the matter is proceeded ex-parte against the respondent.

**D. Jurisdiction of the Authority:**

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**D. I Territorial Jurisdiction:**

7. 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:**

8. 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)(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.*

9. 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 complainant at a later stage.

**E. Findings on maintainability of the complaint.**

10. The counsel for the complainant submits that the complainant had booked a residential plot no. C-45 admeasuring 148.02. sq. yards. in the project developed by the respondent, "M/s Savyasachi Infrastructure Private Limited" for a sale consideration of Rs. 30,34,410/- against which the complainant has paid an amount of Rs. 11,00,000/- to the respondent. In this regard, the respondent issued allotment letter on 27.12.2021. Now, the complainant is seeking directions to the respondent to pay delay possession charges till offer of possession of unit along with prevailing interest, to provide habitable possession of the said unit to the complainant, to complete the development work of the project and to execute the conveyance deed.
11. Upon a perusal of the record, the Authority observes that there is only an allotment letter dated 27.12.2021, allegedly issued by the respondent in favour of the complainant. No correspondence, transaction, demand or engagement of any nature took place thereafter. The authenticity of the alleged allotment is in dispute. Further, for determination of:

- Whether the allotment is genuine, or not?
- Whether money was paid or misappropriated?
- Whether there was cheating or forgery?

It requires detailed evidence, cross-examination and investigation-all outside the scope of this Authority.

12. Therefore, the Authority cannot adjudicate on issues requiring forensic or criminal assessment. In these circumstances, this Authority cannot adjudicate upon disputed questions relating to the alleged payment, or the veracity of the document relied upon by the complainant. The issues of such disputes would require a detailed examination of evidence, including the assessment of allegations of misrepresentation, cheating, forgery, and criminal breach of trust. These issues fall beyond the statutory competence of the Authority and can only be adjudicated upon by the competent civil and criminal courts in accordance with law.
13. Furthermore, the Authority observes that it is an admitted position that no builder buyer agreement or agreement for sale has been executed between the complainant and the respondent. The complainant has relied solely upon an allotment letter dated 27.12.2021, which merely identifies the plot number, project name, and area. The said document does not contain essential contractual stipulations such as possession timeline, payment schedule, rights and obligations of the parties, or consequences of default. In the absence of a formal agreement for sale incorporating binding terms, the complainant cannot be said to fall within the ambit of an "allottee" under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the complainant lacks the legal standing (locus standi) to invoke the jurisdiction of this Authority. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

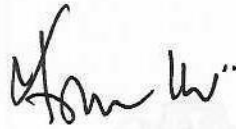
*"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said*

*allotment... but does not include a person to whom such plot...is given on rent."*

14. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere sheet and payment of a booking amount in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant. Further, As per Section 18 of the Act, 2016, if the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the 'agreement for sale' or, as the case may be, duly completed by the date specified therein, the allottee is either entitled to withdraw from the project and claim refund of the amount paid along with interest and compensation, or if the allottee does not intend to withdraw, he shall be paid interest, at the prescribed rate, for every month of delay till the handing over of possession. However, the said provision is triggered only when there is a failure on the part of the promoter to deliver possession in accordance with the terms stipulated in the Agreement for Sale. Admittedly, no such agreement exists. Therefore, there is no contractual benchmark against which delay or default can be assessed. In the absence of a stipulated possession date or enforceable contractual obligation, the provisions of Section 18 cannot be invoked. It is further observed that the respondent-promoter has obtained the Completion Certificate on 11.01.2021, which establishes that the project stood completed prior to the issuance of the allotment letter dated 27.12.2021. This fact further weakens the complainant's claim for delay possession charges.

15. Since agreement, or confirmation of allotment was never issued in the favour of complainant, and in the absence of any concluded allotment or legally recognised interest in the project, the complainant lacks the requisite locus standi to maintain the present complaint before the Authority.
16. Furthermore, Section 29 of the India Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority observes that, for a legally enforceable contract to come into existence, there must be *consensus ad idem* on the essential terms, such as identification of the unit, consideration, payment schedule, and the rights and obligations of the parties. These essential terms are ordinarily crystallized through an agreement for sale. The allotment letter, bereft of essential terms, cannot be elevated to the status of an enforceable agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.
17. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint seeking delay possession charges & physical possession, is not maintainable. **Firstly**, the Authority only adjudicate the matters which are undisputed in nature **Secondly**, the complainant does not fall under the definition of Allottee. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.

18. In view of the above, the complaint is dismissed as being not maintainable. The complainant may approach the appropriate authority for redressal of their grievance.
19. Complaint stands disposed of.
20. File be consigned to registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 07.04.2026



**HARERA**  
**GURUGRAM**