

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

Complaint no.	:	3808 of 2025
Date of filing:		01.08.2025
Date of order	:	17.07.2026

Mr. Satbir Yadav

Address: - H.no. 530, near Shiv Mandir, Chothai,
Mohalla, Wazirabad, Gurugram, Haryana-122003

Complainant

Versus

M/s. Savyasachi Infrastructure Private Limited.

(Through its Managing Director and other Directors
i.e. Mr. Vijay Rajan, Bharat Bhusan Yadav and Deepak
Gupta)

Address: - M-166, 2nd floor, south city-1, Gurugram-
122001

Also At: 251/252, Spazedge Building Tower B, Sector
47, Sohna Road, Gurugram, Haryana 122001.

Respondent**CORAM:**

Shri. Arun Kumar

Chairperson**APPEARANCE WHEN ARGUED:**

Sh. Gaurav Rawat (Advocate)

Complainant

None

Respondent

EX-PARTEE ORDER

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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 there under or to the allottees 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, date of buyer's agreement etc, 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	N/A
8.	Unit no. and area	N/A
9.	Total sale price	N/A
10.	Paid up amount	Rs. 7,77,000/-
11.	Possession clause	N/A
12.	Due date of possession	N/A
13.	Possession letter	N/A
14.	Occupation certificate received on	N/A

B. Facts of the complaint

3. The complainant has submitted as under:

- I. That the present complaint pertains to the project namely "*Amaya Greens*" situated at Sector-3, Faruknagar, Gurugram, launched by the Respondents under License No. 37 of 2017 dated 24.06.2017 issued by DTCP, Haryana. The Respondents invited applications from prospective buyers for purchase of units in the said project and represented that the project had obtained necessary building plan approvals.
- II. That the Respondents widely advertised the said project and made various representations regarding timely completion, quality of

- construction, and infrastructure facilities, thereby inducing the general public to invest in the project.
- III. That the Complainant, relying upon the representations, assurances, and promotional material issued by the Respondents, booked a plot bearing No. C-49 admeasuring 148 sq. yards in the said project by paying a booking amount of ₹3,00,000/-.
- IV. That the Respondents confirmed the allotment vide allotment dated 11.02.2019 for a total sale consideration of ₹25,90,000/- calculated @ ₹17,500/- per sq. yard, inclusive of basic sale price and other charges.
- V. That the Complainant continued to make payments as per demands raised by the Respondents; however, despite receipt of substantial consideration, the Respondents failed to execute the Builder Buyer Agreement (BBA) within the stipulated period and have not offered possession of the unit till date.
- VI. That as per the representations and applicable norms, possession of the said unit was to be delivered within a period of three years from the date of booking i.e. by 11.02.2022. However, there has been an inordinate delay of more than several years without any justified reason. That the Respondents have failed to adhere to their contractual as well as statutory obligations under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017, thereby rendering themselves liable to pay interest for the delay in handing over possession.

- VII. That the acts of the Respondents in making false assurances, collecting monies without execution of the BBA, and failing to deliver possession amount to deficiency in service and adoption of unfair trade practices.
- VIII. That despite repeated visits and follow-ups by the Complainant, the Respondents failed to provide any satisfactory explanation regarding the status of the project or the timeline for completion.
- IX. That the Complainant was even denied access to the project site and no proper development or infrastructure was found at the site, reflecting lack of progress and non-compliance with representations made at the time of booking. That the Respondents have received more than 10% of the total sale consideration without executing the Builder Buyer Agreement, which is in clear violation of the provisions of the RERA Act, 2016. That the Complainant has suffered financial loss, mental agony, and harassment due to the arbitrary and illegal conduct of the Respondents.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the Respondents to hand over the possession of said plot in question with all amenities and specifications as promised, in all completeness without any further delay.
 - II. Direct the Respondents to execute a builder buyer agreement in respect of the plot in question in favour of the Complainant;
 - III. Direct the Respondents 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

IV. It is most respectfully prayed that this Authority be pleased to order Respondents to pay the amount due to the complainant, from the Respondents, on account of the interest, as per the guidelines laid in the RERA, 2016 and the monthly assured amount(s) as per clause of the allotment letter.

5. On the date of hearing, the authority explained to the respondent /promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.
6. It is further observed that despite being granted sufficient and repeated opportunities, the Respondent has failed to file any reply to the present complaint. Accordingly, the right of the Respondent to file reply stands closed and the defence of the Respondent is hereby struck off. Consequently, the Respondent is proceeded against ex-parte and the matter is being decided on the basis of the material available on record.
7. 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 those undisputed documents and submissions made by the parties.

D. Jurisdiction of the authority

8. 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

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

10. Section 11(4) (a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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) *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.*

11. 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 the relief sought by the complainant.

- E.I.** Direct the Respondents to hand over the possession of said plot in question with all amenities and specifications as promised, in all

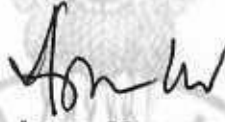
completeness without any further delay.

- E.II** Direct the Respondents to execute a builder buyer agreement in respect of the plot in question in favour of the Complainant;
- E.III** Direct the Respondents 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
- E.IV** It is most respectfully prayed that this Authority be pleased to order Respondents to pay the amount due to the complainant, from the Respondents, on account of the interest, as per the guidelines laid in the RERA, 2016 and the monthly assured amount(s) as per clause of the allotment letter.
12. The above-mentioned reliefs are interrelated and interconnected with each other. Accordingly, the same are being taken up together for the purpose of adjudication.
13. The Complainant in the present complaint seeks relief with respect to the alleged allotment of a unit, execution of the Builder Buyer Agreement, and handing over of physical possession of the unit in the project "*Amaya Greens*", Sector-03, Gurugram. It is further submitted that the Complainant has paid a sum of ₹7,77,000/- towards the booking of the said unit.
14. It is further observed that despite being granted sufficient and repeated opportunities, the Respondent has failed to file any reply to the present complaint. Accordingly, the right of the Respondent to file reply stands closed and the defence of the Respondent is hereby struck off. Consequently, the Respondent is proceeded against ex-parte and the matter is being decided on the basis of the material available on record.

15. Upon consideration of the documents available on record and the submissions made by the complainant, this Authority observes that the Complainant has alleged booking of a unit in the Respondents' project and payment of certain amounts towards the same. However, the Complainant has failed to place on record any cogent documentary evidence which would legally establish the allotment of a unit in his favour. Further, although it has been contended that several requests and telephonic communications were made to the Respondent for execution of the Builder Buyer Agreement, no documentary proof has been produced to substantiate such assertions.
16. It is further observed that no Allotment Letter has been issued in favour of the Complainant and no Builder Buyer Agreement has been executed between the parties. The only documents placed on record are payment receipts dated 11.02.2019, 19.03.2019, and 01.04.2019, which merely indicate deposit of certain amounts and do not confer any right of allotment in favour of the Complainant.
17. Section 2(d) of the Real Estate (Regulation and Development) 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."*
18. In the absence of any documentary proof evidencing allotment or existence of a contractual relationship between the Complainant and the Respondent-promoter, the Complainant does not fall within the definition of an 'allottee' under Section 2(d) of the Act. Consequently, the

reliefs sought with respect to possession and interest cannot be granted. The present complaint is, therefore, not maintainable under Section 31 of the Real Estate (Regulation and Development) Act, 2016 and is liable to be dismissed.

19. Complaint as well as applications, if any, stands disposed off accordingly.
20. File be consigned to registry.


Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026

HARERA
GURUGRAM