



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

33

Day and Date

Tuesday and 06.05.2025

Complaint No.

CR/7498/2022 Case titled as Ved Parkash VS Savyasachi Infrastructure Private Limited

Complainant

Ved Parkash

Represented through

Shri Dhruv Dutt Sharma Advocate

Respondent

Savyasachi Infrastructure Private Limited

Respondent Represented through

None

Last date of hearing

11.02.2025

Proceeding Recorded by

Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 20.12.2022. However, the respondent has failed to file reply so far in spite of sufficient opportunities and in view of the same, the respondent was proceeded ex-parte vide order dated 12.12.2023.

Succinct facts of the case are as under:

S.N.	Particulars	Details
1.	Name of the project	"Amaya Greens", Sector 03, Gurugram.
2.	Nature of the project	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.



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CR/1498/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		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.	MOU executed between respondent no. 1 and the complainants on	19.11.2019 [page 15 of complaint]
8.	Unit no.	Plot no. C-73 admeasuring 117.13 sq. yds. (tentative)
9.	Basic sale consideration	Rs. 17,56,950/- as per clause 5 of the MOU (Page 16 of complaint) [Note: BSP is calculate @ Rs. 15,000/- per sq. yds. Any other charges i.e., EDC, IDC, IFMS, Electricity connection, sewerage connection and water connection shall be in addition to the BSP.]
10.	Paid up amount	Rs. 15,00,000/- as per clause 3 of the MOU (Page 16 of complaint)
11.	Possession clause	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. "
12.	Due date of possession	19.05.2021 (Including 6 months grace period of COVID)



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CR/7498/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

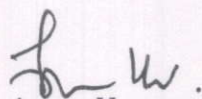
13.	Assured return clause	6. That the First Party further assures the Second Party that it shall also pay an amount of Rs.15,000/- per month to the Second Party till the time of possession of the said Plot. [Page 16 of complaint]
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The complainant is seeking handover the legal possession of the plot with all basic amenities after getting necessary approvals , execute the conveyance deed and to pay assured return.

The counsel for the complainant clarifies that unit is part of the colony/project which is not yet registered and neither the developer has obtained any licence from DTCP to develop the colony. Although the complainant wishes to take possession of the unit alongwith payment of DPC/assured return in terms of MoU as no allotment letter has been issued neither any agreement executed thereafter. Therefore, the complainant may be granted refund alongwith prescribed rate of interest. In view of the above, the authority directs the respondent to refund of the amount deposited alongwith the prescribed rate of interest i.e. 11.10% p.a. from the date of each deposit till its realization.

Detailed order will follow. Matter stands disposed off.

Ashok Sangwan
Member


Arun Kumar
Chairman
06.05.2025


Vijay Kumar Goyal
Member