

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM****Date of decision:** 04.03.2025

NAME OF THE BUILDER		ASTER INFRAHOME PVT. LTD.	
PROJECT NAME		GREEN COURT	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3751/2023	Ashu Tondón V/s Aster Infrahome Pvt. Ltd.	Sh. Maninder Singh Sh. Shanker Wig
2.	CR/3752/2023	Alekh Tondon V/s Aster Infrahome Pvt. Ltd.	Sh. Maninder Singh Sh. Shanker Wig

**CORAM:**

Shri. Arun Kumar	<b>Chairperson</b>
Shri. Vijay Kumar Goyal	<b>Member</b>
Shri Ashok Sangwan	<b>Member</b>

**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority in Form CRA 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 projects,

namely, 'Green Court' being developed by the same respondent promoters i.e., M/s Aster Infrahome Pvt. Ltd.

3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>"Green Court", Sector 90, Gurugram, Haryana.</b>	
<i>Clause 8(a)</i> <i>Subject to the force major circumstances, intervention of statutory authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by Developer and not being in default under any part hereof, including but not limited to the timely payment of installments of the other charges as per the payment plan, Stamp Duty and registration charges, the Developer proposes to offer possession of the Said Flat to the Allottee <b>within period of 4(four) years from the date of approval of building plans or grant of environment clearance, whichever is later (hereinafter referred to as the "Commencement Date.")</b></i>		
<b>Building plan approvals</b>	22.10.2014 <b>[As mentioned in the buyer's agreement at page 16 of complaint]</b>	
<b>Environment clearance</b>	22.01.2016 <b>(As per information obtained by the planning branch)</b>	
<b>Due date of possession calculated from the date of environment clearance</b>	22.01.2020  <b>HARERA GURUGRAM</b>	
<b>Occupation certificate</b>	17.11.2022 [pg. 116 of reply]	
<b>Comp no.</b>	<b>CR/3751/2023</b>	<b>CR/3752/2023</b>
<b>Unit no.</b>	604, 6 <sup>th</sup> floor, Tower- M admeasuring 526 sq. ft.	1104, 11 <sup>th</sup> floor, Tower- M admeasuring 526 sq. ft. <b>(Page no. 17 of the complaint)</b>

	(Page no. 17 of the complaint)	
Allotment letter	Not annexed	Not annexed
Date of execution of buyer's agreement	18.01.2016 (Page no. 14 of the complaint)	18.01.2016 (Page no. 14 of the complaint)
Basic sale consideration	Rs.21,54,000/- (BSP) Rs.24,03,728/- (TSC) (As per SOA at page no. 38 of the complaint)	Rs.21,54,000/- (BSP) Rs.24,03,728/- (TSC) (As per SOA at page no. 38 of the complaint)
Total amount paid	Rs.16,66,216/- (As per SOA at page no. 124 of the reply)	Rs.16,66,216/- (As per SOA at page no. 125 of the reply)
Offer of possession	24.11.2022 (As on page 123 of reply)	24.11.2022 (As on page 123 of reply)
Reminder letter	12.06.2023, 22.06.2023, 04.07.2023 (Final reminder)	12.06.2023, 22.06.2023, 04.07.2023 (Final reminder)
Cancellation letter	22.08.2023 (As on page 129 of reply)	22.08.2023 (As on page 129 of reply)
Date of publication	20.07.2023 (Page no. 4 to 7 of the application under order 6 rule 17 of the CPC, 1908)	20.07.2023 (Page no. 4 to 7 of the application under order 6 rule 17 of the CPC, 1908)
Amount refunded by the respondent to the complainant		₹ 14,86,054/- on 22.03.2024 via RTGS
<b>1. Direct the respondent to pay interest at the applicable rate on account of delay in offering possession of ₹ 16,66,216/-.</b>		

2. Direct the respondent to waive off all the reasonable and unjustified charges levied by the respondent.
3. Direct the respondent to refund the remaining amount of GST charged from the complainants.
4. Direct the respondent to withdraw the cancellation notice and handover the possession of the flats to the complainant.

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/3751/2023 titled as Ashu Tondon V/s Aster Infracore Pvt. Ltd.** are being taken into consideration for determining the rights of the allottees qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.

**A. Unit and project related details**

6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

**CR/3751/2023 titled as Ashu Tondon V/s Aster Infracore Pvt. Ltd.**

Sr. No.	Particulars	Details
1.	Name of the project	"Green Court", Sector 90, Gurugram, Haryana.
2.	Nature of the project	Residential

3.	RERA registered or not	Registered vide no. 137 of 2017 dated 28.08.2017 valid up to 22.01.2020
4.	Unit no.	604, 6 <sup>th</sup> floor, Tower- M (Page no. 17 of the complaint)
5.	Unit area	526 sq. ft. (Page no. 17 of the complaint)
6.	Allotment letter	Not annexed
7.	Date of execution of buyer's agreement	18.01.2016 (Page no. 14 of the complaint)
8.	<i>Possession clause</i>	<b>Clause 8(a)</b> <i>Subject to the force major circumstances, intervention of statutory authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by Developer and not being in default under any part hereof, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp Duty and registration charges, the Developer proposes to offer possession of the Said Flat to the Allottee within a period of 4(four) years from the date of approval of building plans or grant of environmental clearance whichever is later(hereinafter referred to as the "Commencement Date")</i> (Page no. 23 of the complaint)
9.	Due date of possession calculated from the date of environment clearance	22.01.2020
10.	Basic sale consideration	Rs.25,26,118/- (As per SOA at page no. 124 of the reply)
11.	Total amount paid	Rs.16,66,216/- (As per SOA at page no. 124 of the reply)

12.	Occupation certificate	17.11.2022 (As on page 116 of reply)
13.	Offer of possession	24.11.2022 (As on page 123 of reply)
14.	Reminder letter	12.06.2023, 22.06.2023, 04.07.2023 (Final reminder)
15.	Mail by complainant for adjusting DPC	04.03.2023
16.	Cancellation letter	22.08.2023 (As on page 129 of reply)
17.	Date of publication	20.07.2023 (Page no. 4 to 7 of the application under order 6 rule 17 of the CPC, 1908)

**Facts of the complaint**

7. The complainant has submitted as under:
- a. That the Respondent is a Company, working in field of construction and development of residential as well as commercial projects across the country in the name of M/s Aster Infrahome Private Limited. That the Real Estate Project named "Green Court", which is the subject matter of present complaint, is situated at Sector 90, Village Hayatpur, District Gurugram, therefore, the Hon'ble Authority do have the jurisdiction to try and decide the present Complaint. That the above-mentioned project is an affordable housing project and the respondent is the developer/promoter of the aforesaid residential project and have developed, sold and marketed the aforesaid residential project.
  - b. That the Respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. That the

Respondent while launching and advertising any new housing project always commits and promises to the targeted consumer that their dream home will be completed and delivered to them within the time agreed initially in the agreement while selling the dwelling unit to them. They also assured to the consumers like complainant that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers in general.

- c. That the Respondent was very well aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling unit is the delivery of completed house within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his/her dream home. Respondent, therefore used this tool, which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that their dream home will be delivered within the agreed timelines and consumer will not go through the hardship of paying rent along-with the installments of home loan like in the case of other builders in market.
- d. That in the year 2015, respondent through advertisements approached the complainant with an offer to invest vide draw in its above-mentioned project for a basic sale price of Rs. 21,54,000/-. That the Respondent arranged the visit of its representatives to the complainant, and they also assured the same as assured by the Respondent to the complainant, wherein it was categorically assured and promised by the Respondent that they already have secured all the sanctions and permissions from the

concerned authorities and departments for the sale of said project and it would hand over the flat within the time period as per the affordable housing scheme. Relying upon those assurances and believing them to be true, the complainant booked a residential flat bearing M-0604 of 2 BHK on Sixth Floor having carpet area of 526 Sq. ft. at the proposed project to be developed by Respondent on 21.02.2015. It was assured and represented to the complainant by the Respondent that they had already taken the required necessary approvals and sanctions from the concerned authorities and departments to develop and complete the proposed project on the time as assured by the Respondent. Accordingly, the complainant had paid Rs.1,07,700/- on 21.02.2015 as booking amount.

- e. That the Respondent assured the complainant that it would execute the draw process for the allotment in favour of the complainant within three months. However, the Respondent did not fulfill its promise and have not executed the draw process as agreed by it and done it in August 2015 after making a delay of 8 months.
- f. Thereafter, the complainant requested the respondent to allot the promised flat and to execute the required agreement for the same, however, the respondent ignored the request of the complainant and did not execute the required agreement for next 6 months. Upon the regular follows up of the complainant, the respondent had executed the Flat Buyer Agreement dated 18.01.2016 allotting the aforesaid flat in favour of the complainant. That thereafter, the Respondent started raising the demand of money /installments from the complainant, which was duly paid by the complainant as per agreed timelines. The complainant as on



today has paid Rs.16,66,216/- (Rupees Sixteen Lacs Sixty Six Thousand Two Hundred Sixteen) towards the sale consideration of the flat.

- g. That as mentioned above the project developed by the respondent is an affordable project under the Affordable Housing Policy-2013 and as per clause 5(iii)b of the Policy the date of offer of position will be 4 years from the date of approval of building plan or grant of environmental clearance operative part of the clause is below: -
- h. All flats in a specific project shall be allotted in one go within four years of sanction of building plans or receipt of environmental clearance whichever is later, and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance.
- i. That the building plan got sanctioned on 22.10.2014 and environmental clearance has been received by the respondent on 22.01.2016. Whereas with respect to environmental clearance, by that the promised date to hand over the possession of the above mentioned flat comes out to be 22.01.2020 but the respondent has still not handed over the flat after many repeated reminders and request by the allottees.
- j. That the applicable GST chargeable over the affordable housing project is 1% but the respondent has charged 8% from the complainant which is clear violation of law and is clearly unfair trade practice.
- k. That the respondent sent a letter for the offer of possession after a delay of almost 3 years 3 years and 7 months. for fit-out and in that letter, the respondent has raised various unreasonable as well as illegal demands that are mentioned below:
- i. External electrification charges - Rs. 36,000/-
  - ii. Power Backup - 65000/-

- iii. Dual Elect. meter charges - 9000/-
  - iv. Labor Cess - 10,184/-
  - v. VAT - 43,464/-
  - vi. Interest-Free Operational Sec. - 15,000/-
  - vii. 1 Year advance operational and servicing charge - 21,674/-
  - viii. Service charge on electric connection - 16,080/-
  - ix. Admin charge - 15,000/-
- l. It is pertinent to mention here that the respondent is developing the present project under the affordable housing scheme and the complainant has already paid the amount for ext. electrification charges as a part of EDC (External Development Charges) and the Power Backup should be optional for the home buyer and the respondent cannot make it mandatory for the home buyer/complainant. The complainant has paid GST over the aforesaid flat and the respondent is still insisting to pay VAT also which is not justified as the respondent cannot charge both for the same. The hon'ble court has clarified the same in previous judgements.
- m. That the Respondent is also insisting the complainant to pay advanced maintenance charges for one year which is unjustified as per the affordable housing policy, the maintenance for the flats under the affordable housing policy is free for first five years.
- n. That the respondent has also demanded interest due on the late payment. However the complainant has purchased the flat through subvention scheme and it is the bank who have to release the payment upon the specified progress of the apartment by considering the non-progress over the flat it's the bank who has not released the amount to the

respondent for the delay in the delivery of the flat so by that the complainant cannot be held liable for any kind of late payment interest.

- o. That as per the builder buyer's agreement and approved layout, the area of the flat is 526 Sq Ft. + 100 Sq. Ft. for balcony. The cost of the flat as per the Builder Buyer's Agreement is Rs. 4,000/- × 526 + 500 × 100 = ₹ 21,54,000/- but in the latest demand, the Respondent is charging ₹ 21,54,000/- as per 536 sq. ft. which is not justified. It is worth to note that all the sizes of the rooms, kitchen, balcony etc. are same as per the approved plan and flat layout as per the Builder Buyer's Agreement.
- p. That the respondent while charging specific amount of GST from the home buyers didn't pass on the benefit of GST Return to the gullible home buyers knowingly and intentionally which is the obvious duty of the respondent.
- q. That the conduct on the part of Respondent regarding delay in delivery of possession of the said flat has clearly manifested that the Respondent never ever had any intention to deliver the said flat on time as agreed. It has also cleared the dust on the fact that all the promises made by the Respondent at the time of sale of involved flat were fake and false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said flat on basis of its false and frivolous promises, which the Respondent never intended to fulfill. The Respondent in its advertisements had represented falsely regarding the area, price, quality and the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.

- r. That the Respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said flat, which amounts to unfair trade practice, which is immoral as well as illegal. The Respondent has also criminally misappropriated the money paid by the complainant as sale consideration of said flat by not delivering the unit by agreed timelines. The Respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said flat basis its false and frivolous promises and representations about the delivery timelines aforesaid housing project.
- s. That the complainant has undergone severe mental harassment due to the negligence on the part of the Respondent to deliver his home on time agreed. The complainant had faced all these financial burdens and hardship from his limited income resources, only because of Respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of Respondent has made the life of the complainant miserable socially and financially as all his personal financial plans and strategies were based on the date of delivery of possession as agreed by the Respondent. Therefore, the Respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no-fault on his part. The complainant being common person just made the mistake of relying on Respondent's false and fake promises, which lured his to buy a flat in the aforesaid residential project of the Respondent.
- t. That the cause of action accrued in favor of the complainant and against the Respondent in February 2015, when the complainant had booked the

said flat and it further arose when Respondent failed /neglected to deliver the said flat on the agreed date. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has still not handed over the possession of the flat as agreed.

- u. That the complainant further declares that the matter regarding which the present complaint has been made is not pending before any court of law and any other authority or any other tribunal on the subject matter.

**Relief sought by the complainant:**

8. The complainant has sought following relief(s):
- Direct the respondent to pay interest at the applicable rate on account of delay in offering possession of ₹ 16,66,216/-.
  - Direct the respondent to waive off all the reasonable and unjustified charges levied by the respondent.
  - Direct the respondent to refund the remaining amount of GST charged from the complainants.
  - Direct the respondent to withdraw the cancellation notice and handover the possession of the flats to the complainant.
9. 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.

**Reply by the respondent.**

10. The respondent has contested the complaint on the following grounds:
- The respondent company is well repudiated company in the real estate market and never had such intentions to cause delay in delivery of its any of the project. Due to reasons beyond the controls of respondent, the delay occurred and still in hard stuck situation after COVID- 19, is

standing in all respect to complete the project soon as possible. Allegations made in this para of the complaint are totally false, fabricated, bogus, misrepresented, and indefinite and have no evidentiary value in the eye of law. There is no negligence or any unfair trade practice in order to dupe the hard-earned money of the complainant on the part of respondent company.

- b. That due to reasons beyond the controls of respondent company, the delay occurred and still in hard stuck situation after COVID- 19, is standing in all respect to complete the project soon as possible. There is no negligence or any unfair trade practice in order to dupe the hard-earned money of the complainant on the part of respondent company.
- c. That the complainant was informed about the terms and conditions of buyer's agreement at the time of booking of the said unit and that said agreement was signed by the complainant after understanding each and every clause, no harassment caused to complainant.
- d. That it is important to mention here that the Hon'ble court of Smt. Sakshi Saini, Learned Civil Judge, Gurugram was pleased to grant date of offer of possession as July 2021.
- e. That it is equally important to mention here that the contention of the date of possession taken by Learned Civil Judge, Gurugram on the basis of certain documents & figures after obtaining the confirmation from the said department.
- f. That it is equally important to mention that Learned Civil Judge has taken the date of establishment as date of commencement of project after having going through the order of this Hon'ble Authority, Gurugram vide complaint No. 3244 of 2021 wherein it has been confirmed by Learned

Authority that start date of construction of the project as 06.05.2016 (Consent to Establishment) & after that 13 months grace period was given by the Learned Court of Civil Judge on the basis of certain notification by Govt. of Haryana considering it as moratorium period of 11 months and it is not out of point to mention that Learned Civil Judge has given 94 days grace period also on the basis of judgement of Apex Court and NGT.

- g. It is therefore most humbly prayed that the concerned Hon'ble Authority may direct the complainant to take the possession of the said flat by considering the date of possession to be July 2021.
11. 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.
12. Written submissions filed by the complainant and respondent are also taken on record and considered by the authority while adjudicating upon the relief sought by the complainant.

**Jurisdiction of the authority**

13. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

14. 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.

### **E. II Subject-matter jurisdiction**

15. 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.*

16. 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.

#### **Findings on the relief sought by the complainant.**

**F.I. Direct the respondent to pay interest at the applicable rate on account of delay in offering possession of ₹ 16,66,216/-.**

**F.II. Direct the respondent to withdraw the cancellation notice and handover the possession of the flats to the complainant.**

17. The complainant booked a unit in the affordable group housing colony project of the respondent known as "Green Court" situated at sector 90, District-Gurgaon, Haryana and was allotted a unit bearing no. 604 on 6<sup>th</sup> floor in tower-M of the project vide application bearing no. 000237, dated 30.01.2015. The flat buyer agreement was executed between the complainant and the



respondent on 18.01.2016 for a sale consideration of ₹21,54,000/- out of which the complainant had paid an amount of ₹16,66,216/-. As per the possession clause, the possession of the unit was to be offered within 4 years from the date of approval of building plans or from the date of environment clearance, whichever is later.

18. The complainant vide mail dated 04.03.2023 requested the respondent to adjust the delay possession charges while raising the due amount to be paid by the complainant since the project is delayed by almost 2 years. Thereafter the respondent vide reminder dated 12.06.2023, 22.06.2023, final reminder letter dated 04.07.2023 without adjusting the DPC as provided under section 18 of the Act, 2016, intimated the complainant for payment of the outstanding dues but he failed to adhere the same which led to issuance of notice for cancellation by the respondent/builder dated 22.08.2023. Upon review, it has been determined by the authority that the complainant has defaulted on the payment schedule, thereby contravening Section 19(6) of the Act, 2016. The Authority further holds that the assessment of delay compensation as per Section 18 of the Act *ibid* necessitates a thorough examination of the specific facts pertaining to each case. Additionally, notwithstanding the respondent's failure to complete the project within the stipulated timeframe, such non-performance does not absolve the complainant from their contractual obligation to remit payments promptly as mandated by Section 19(6).
19. In line with the aforesaid facts, the documents and submissions placed on record, the main question which arises before the authority for the purpose of adjudication is that "whether the said cancellation is a valid in the eyes of law?"
20. Clause 5(iii) (i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below: -

*"If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs.25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list".*

21. The respondent company has issued demand cum reminder letter dated 12.06.2023 and final reminder on 22.06.2023 and 04.07.2023. The respondent company has obtained the occupation certificate on 17.11.2022 and offered possession of the allotted unit on 24.11.2022, but on failure of the complainant to take possession of the allotted unit after payment of the outstanding dues, the respondent was constrained to issue notice for cancellation of unit after publishing a list of defaulters in the daily Hindi and English newspaper on 20.07.2023. The authority is of the considered view that the respondent /builder has followed the prescribed procedure as per clause 5(iii)(i) of the Policy, 2013 and in view of the same, the cancellation letter dated 22.08.2023 is held to be valid.
22. As per clause 5(iii)(i) of the Affordable Housing Policy of 2013, in case of cancellation the respondent can deduct the amount of ₹ 25,000/- only and the balance amount shall be refunded back to the complainant. The complainant has made payment of ₹16,66,216/-. In view of aforesaid circumstances, the respondent is directed to refund the amount paid by the complainant after deduction of ₹25,000/- as per clause 5(iii)(i) of the Policy, 2013 along with interest from date of cancellation of allotment i.e., 22.08.2023, till the actual realization of the amount.

23. In complaint no. 3752 of 2023 the respondent has already refunded ₹14,86,054/- on 22.03.2024 after cancellation. The respondent company has deducted ₹1,80,162/- which is not in terms with the Affordable Group Housing Policy, 2013. Accordingly, in CR no. 3752 of 2023 the respondent is hereby directed to refund the paid-up amount of ₹16,66,216/- after deduction of ₹25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 and the amount of ₹14,86,054/- already refunded, along with interest @11.10% per annum on such balance amount from the date of cancellation of allotment i.e., 22.08.2023 till the actual realization of the amount.

24. In view of the findings deliberated hereinabove, the relief of delay possession charges and the handing over of possession stands redundant.

**F.III. Direct the respondent to waive off all the unreasonable and unjustified charges levied by the respondent.**

**F.IV. Direct the respondent to refund the remaining amount of GST charged from the complainants.**

25. The authority has already declared the cancellation letter dated 20.08.2023 as valid therefore, the request of complainant seeking directions against the respondent to waive off all the unreasonable and unjustified demands cannot be granted. Further, since, the respondent is already directed to refund the whole amount paid by the complainant after deduction of ₹ 25,000/- as per AHP,2013 accordingly, relief no. 4 stands redundant.

26. In the present case, the authority (Shri. Arun Kumar, Hon'ble Chairperson, Shri. Vijay Kumar Goyal, Member & Shri. Sanjeev Kumar Arora, Member) heard the complaints and reserved for final arguments/orders on 09.07.2024, the same was fixed for pronouncement of order on 01.10.2024. Thereafter, the present matter was further adjourned to 28.01.2025 & again on 04.03.2025 for pronouncement of orders. On 16.08.2024, one of the member Shri. Sanjeev Kumar Arora got retired and has been discharged from his duties from the

Authority. Hence, rest of the presiding officers of the Authority have pronounced the said order.

**Directions of the authority:**

27. 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):
- In view of aforesaid circumstances, the respondent is directed to refund the amount paid by the complainant after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Policy, 2013 and the amount already refunded, along with interest @11.10% per annum on such balance amount from the date of cancellation of allotment i.e., 22.08.2023 till the actual realization of the amount.
  - A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
28. This decision shall mutatis mutandis apply to both the cases mentioned in para 3 of this order.
29. True certified copies of this order be placed on the case file of each matter.
30. Files be consigned to registry.

(Ashok Sangwan)  
Member

(Arun Kumar)  
Chairperson

(Vijay Kumar Goyal)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 04.03.2025**