

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

Complaint no. : 73 of 2024
Order pronounced on: 09.07.2025

Preety Kaur
Address:- R/o B-101, NFL Township,
Vijaipur, Guna Madhya Pradesh

Complainant

Versus

M/s Aster Infrahome Private Limited.

Office at: 24A, Ground Floor, Vipul Agora
Complex, Mehrauli Road, Gurugram.

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Satish Tanwar (Advocate)

Complainant

Shankar Wig (Advocate)

Respondent

ORDER

1. The present 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 there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

| 3. Sr. No. | Particulars | Details |
|------------|---------------------|--|
| 1. | Name of the project | "Green Court", Sector-90, Village-Hayatpur, Gurugram. |
| 2. | Area of the project | 10.0125 acres |
| 3. | Nature of project | Affordable group housing |
| 4. | DTCP license no. | Licence no.-61, 62 of 2014 Dated- 07.07.2014 |
| 5. | RERA registered | Registered Registration no-137 of 2017 Dated-28.08.2017 |
| 6. | Unit no. | 1105, Tower-C, Floor-11 th . (As on page no. 16 of complaint) |
| 7. | Unit area | 526 sq.ft. [carpet-Area] 100sq.ft. [Balcony Area] (As on page no. 16 of complaint) |
| 8. | Allotment letter | 20.08.2015 |



| | | |
|-----|--|--|
| | | (As on page no. 16 of complaint) |
| 9. | Date of execution of buyer's agreement | 06.06.2016 (As on page no. 18 of complaint) |
| 10. | Possession clause | As per affordable housing policy, 4 years from the date of environmental clearance or building plan approvals. |
| | Building plans approval | 22.10.2014 |
| | Grant of Environmental Clearance | 22.01.2016 |
| 11. | Due date of possession | 22.01.2020 [Calculated 4 years from the date of E.C] |
| 12. | Total sale consideration | Rs.21,54,000/- |
| 13. | Total amount paid by the complainant | Rs.18,24,805/- |
| 14. | Reminder | 12.06.2023 (As on page no. 6 of reply) |
| 15. | Final reminder | 22.06.2023 (As on page no. 7 of reply) 04.07.2023 (As on page no. 8 of reply) |
| 16. | Cancellation letter | 22.08.2023 (As on page no. 9 of reply) |
| 17. | Publication of cancellation | 20.07.2023 |

| | | |
|-----|--|--|
| | | (As on page no. 14 of written submissions filed by the respondent) |
| 18. | Third party rights created by respondent | 14.02.2024 (As on page no. 10 of reply) |
| 19. | Occupation certificate | 17.11.2022 (As on page no. 20 of written submissions filed by the respondent) |
| 20. | Offer of possession for fit outs | 23.07.2022 |

B. Facts of the complaint:

4. The complainant has made the following submissions: -

- I. That the complainant came into contact with the respondent through publication and its officials by the sales/marketing agent, where it was informed to the complainants that the respondent is developing a affordable group housing project i.e., "Green Court" situated at Sector-90, Village Hayatpur, Gurugram and after going through the attractive brochure, the payment plan and assurances given by the officials of the respondent regarding construction of various projects within the stipulated period, the complainant decided to book a unit in the project.
- II. That the complainant duly believed the statement of the respondent's representative and applied on 31.01.2015 and thereafter the draw of lots held on 19.08.2015 and a flat / unit bearing no. 1105 was allotted in Tower-C having the carpet area of 526.00 sq. ft. and balcony area 100 sq. ft. alongwith two wheeler open parking site and the pro rata share in the Common Areas on 11th Floor in the project Green Court in

Affordable Group Housing Scheme situated at Sector-90, Hayatpur, Gurugram with total sale consideration of Rs.21,54,000/- including all other charges. The complainants duly paid the total consideration of Rs.18,24,805/- in the following manner:

- a. Rs.1,11,028/- vide receipt no.1706 dated 26.02.2015.
- b. Rs.4,45,878/- vide receipt no.1508 dated 13.09.2015.
- c. Rs.2,79,010/- vide receipt no.5068 dated 23.03.2016.
- d. Rs.2,59,489/- vide receipt no.6343 dated 25.09.2016.
- e. Rs.2,69,250/- vide receipt no.7684 dated 20.03.2017.
- f. Rs.3,01,560/- vide receipt no.9337 dated 27.01.2018.
- g. Rs.2,49,305/- vide cheque no.101269 dated 01.02.2019.

- III. That the complainant without making any kind of delay always deposited the amount required as per the payment plan/schedule which has also been admitted and acknowledged by the respondent's officials. The Stamp Duty + Registration Charges and administrative charges as mentioned in the payment plan is liable to be payable by the complainant and that too at the time of offer of possession.
- IV. That the complainant deposited the required amount as per the payment plan opted by the complainant according to the Builder Buyer Agreement, which was executed between the complainant and the respondent on 06.06.2016.
- V. That the Builder Buyer Agreement was executed on 06.06.2016, for the total sale consideration of Rs.21,54,000/- including of fixtures & fittings, electricity connection charges and other charges and again the respondent assured the complainants that they have taken all necessary sanctions for the completion of aforesaid project.
- VI. That as per the Haryana Affordable Housing Policy 2013, the possession of the unit/flat shall be handed over to the allottee within a stipulated period of 4 (four) years from the date of approval of

building plan or grant of environment clearance. Hence, the respondent was duly bound to handover the possession of the above said unit/flat to the complainant positively upto 05.06.2020.

- VII. That on account of not constructing the above said unit within the stipulated period of 4 years, the complainant kept on requesting the respondent to complete the construction of the said unit/flat as early as possible and handover the peaceful possession. The respondent kept on misguiding the complainants on one reason or the others and could not adhere to the terms and conditions as settled and agreed upon between the respondent and the complainant.
- VIII. That, till date the complainant is running from pillar to post to get the physical possession of her unit / flat from the respondent but the respondent had failed to complete the said project on the assured time. On account of not completing the construction of the above said unit/flat allotted to the complainant within the stipulated period of 4 years, the complainant has suffered a huge monetary loss besides having sleepless night for the past more than 3 years. The complainant had been burdened by the respondent by paying penal rate of interest to the bank, and the complainant has also suffered with great mental harassment and humiliation.
- IX. That on 24.08.2023, the respondent sent a mail to the complainant regarding the notice of cancellation of the unit / flat of the complainant on 20.07.2023 in "Dainik Bhaskar" and in "The Tribune" was published due to nonpayment of instalments and the complainant was shocked after reading the cancellation mail from the respondent.
- X. That the complainant contacted and visited the office of the respondent and asked for demand letter of outstanding amount as per the builder buyer agreement but the respondent refused the request



of complainant and the complainant sent a legal notice through his legal counsel to which the respondent failed to reply.

- XI. That the complainant was/is ready and willing to pay the balance sale consideration amount of Rs.3,29,194/- to the respondent but the respondent deliberately with ulterior motive cancelled the unit of the complainant.

C. Relief sought by the complainant:

5. The complainant has sought following relief(s):
- Direct the respondent to restore the unit of the complainant in its original manner and also direct the respondent to handover the physical possession of the said unit.
 - Direct the respondent to pay the litigation charges of Rs.1,00,000/-
6. On the date of hearing, the authority explained to the respondent/promoter 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.

D. Reply by the respondent.

7. The respondent has contested the complaint on the following grounds:
- That the complainant at no point of time booked flat/unit bearing no. 1108 at 11th floor in Tower C in the said project "Green Court" situated in Sector 90, Village Hayatpur, Gurugram and as such there was no question of allotment and handing over of any flat/unit to the complainant.
 - That the complainant paid an amount of Rs.18,24,805/- and the said deal was finalised after issuing an Allotment Letter dated 20.08.2015. The complainant was under an obligation to pay the balance amount as per the schedule of payments @ Rs.14,500 per sq. ft. plus EDC, ITC etc., prescribed but he did not pay any amount after

the initial payment and accordingly number of reminder letters were sent to him to come forward and pay the balance consideration but all effect gone in vain.

- III. That the Builder Buyer Agreement was executed on 06.06.2016. That after sending number of reminder letters to the complainant to pay the remaining balance of Rs.5,90,652/- along with an interest of Rs.2,60,549.16, the cancellation letter was issued to the complainant by the respondent on 22.08.2023.
- IV. That as per the cancellation letter, it is clearly mentioned that apart from the reminder letter a public notice was also issued dated 20.07.2023 in "Dainik Bhaskar and The Tribune" stating that the booking will be cancelled. It is submitted that the respondent waited for a long time but received no response from the complainant and cancelled the booking of the unit.
- V. That the said cancellation letter dated 22.08.2023 was sent to the complainant by email. The complainant was under an obligation to pay the balance sale consideration but the complainant had probably some other plans and was not able to arrange the amount and hence maintained stoic silence despite the various verbal and written reminder.

E. Written submission on behalf of the respondent:

8. The respondent has made the following submissions :
 - I. That the complainant has filed the present complaint with respect to the unit bearing no. 1105, was allotted in Tower -C on 11th floor having carpet area of 526 sq. ft. in the project namely "Green Court", Sector-90, Village- Hayatpur, Gurugram under the Affordable Housing Policy, 2013 by way of draw of lots conducted. Therefore, the

allotment was done in terms of guidelines of Affordable Housing Policy, 2013.

- II. That the Total Sale Consideration of the above-mentioned unit was Rs.21,54,000/- at the time of signing of BBA for the area of 526 sq. ft. However, the size of the unit was increased from 526 sq. ft. to 536 sq. ft. which was informed to complainant and been reflecting in the Statement of Account due to the increase of 10 sq. ft. , the Basic Sale Consideration was also increased from Rs.21,54,000/- to Rs.21,94,000/. Out of the which the complainant has only paid Rs.18,24,805/-. The project has been developed under the Affordable Housing Policy and the Occupation Certificate of the project was received on 17.11.2022. That the complainant has miserably failed to make the payment of the installments due despite repeated reminders.
- III. As per the terms of the policy, the complainant has failed in making the payment of even the basic sale consideration of Rs.3,69,195/-. However, the default by the complainant was of Rs.5,90,652 and Rs.2,60,549.16 on account of interest till date.
- IV. Further as already mentioned under the Affordable Housing Policy, there is default in the three installments (Refer to page no. 49 of Additional Documents filed by the respondent on 23.10.2024) i.e., Default Installment No.7 Dated: 05.03.2018, Default Installment No.8 Dated: 20.12.2018 (these two installments are way before the promised date of possession) and Default Installment No.9 Dated: 07.06.2022.
- V. That the complainant failed to make the requisite payment despite being served with three written reminders. The respondent made all

possible efforts to allow the complainant to fulfill their obligations, but no payments were received within the stipulated time frame.

- VI. Due to continuous non-compliance and failure to make the due payments, and in the interest of public notice and transparency, the respondent published a notice in the newspaper Dainik Bhaskar dated 20/07/2023, clearly informing the complainant that if the outstanding payment was not made within 15 days from the date of publication, the allotment would be cancelled. Despite this public notice, no payment was made by the complainant. Accordingly, a cancellation letter dated 22.08.2023 was duly issued by the respondent to the complainant, officially terminating the allotment.
- VII. That in the following sequence, the reminder letters and cancellation letter were issued to the complainant for the payment of the balance sale consideration.

| SR. No. | Particulars | Date |
|---------|--|------------|
| 1. | Reminder Letter | 12/06/2023 |
| 2. | Final Reminder | 22/06/2023 |
| 3. | Final Reminder 2 | 04/07/2023 |
| 4. | Newspaper Advertisement (Dainik Bhaskar & The Tribune) | 20/07/2023 |
| 5. | Cancellation Letter | 22/08/2023 |

- VIII. Subsequent to the valid cancellation, and in accordance with prevailing legal norms, third-party rights were created in the said unit on 14.02.2024 in favor of Mrs. Bharti Bhardwaj. The transaction

was carried out in good faith and with full legal compliance after the complainant's default.

9. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

F. Jurisdiction of the authority:

10. The Authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F. I Territorial jurisdiction

11. 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.

F. 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)(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.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent to restore the unit of the complainant in its original manner and also direct the respondent to handover the physical possession of the said unit.

G.II Direct the respondent to pay the litigation charges of Rs.1,00,000/-

14. The complainant booked a unit in the affordable group housing colony Green Court, Sector-90, Gurugram and was allotted a unit bearing no. C-1105, 11th floor, tower C of the project admeasuring carpet area of 526 sq.ft and balcony area of 100 sq.ft. vide allotment letter dated 20.08.2015. The Buyer's Agreement was executed between the complainant and the respondent on 06.06.2016 for a sale consideration of Rs.21,54,000/- out of which the complainant had paid an amount of Rs.18,24,805/-.
15. As per the affordable housing policy, the due date of possession is calculated from the date of environment clearance i.e., 22.01.2016 which comes out to be 22.01.2020. It is evident from the above-mentioned facts that the complainant paid a sum of Rs. 18,24,805/- against basic sale consideration of Rs. 21,54,000/- of the unit allotted to the complainant.
16. The respondent has submitted that due to an increase in the carpet area of the unit i.e., from 526 sq.ft. to 536 sq.ft., the sale consideration of the unit was increased from Rs.21,54,000/- to Rs.21,94,000/-. The





respondent has raised demands and issued demand letters in lieu of the same to the complainant, but the complainant failed to pay the outstanding dues. Thus, the complainant has failed to adhere to the terms and conditions of the builder buyer agreement.

17. The respondent issued many reminders to the complainant for paying the outstanding dues on 23.07.2022, 12.06.2023, 22.06.2023, 04.07.2023 and thereafter issued cancellation letter on 22.08.2023 after issuance of notice in the newspaper.
18. Now, the question before the Authority is whether this cancellation is valid or not. According to clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which produce as under:

"If any successful applicant fails to deposit the instalments 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 instalments 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".

19. It is to be noted that as per the schedule of collection of payment provided under section 5(iii)(b) of Affordable Group Housing Policy 2013, it is time linked payment plan instead of construction linked payment plan. The respondent cancelled the unit of the complainant with adequate notices. Thus, the cancellation of unit is valid.
20. On 20.07.2023, the respondent published a list of defaulters for payments in the daily Hindi newspaper Dainik Bhaskar. Finally, the



cancellation letter has been issued by the respondent on 22.08.2023. The respondent has cancelled the unit as per the provisions of the policy and is valid one. But there is nothing on record to show that the respondent has refunded the balance amount after deduction of Rs.25,000/- as per the provisions of clause 5(iii)(i) of the policy. Thus, the respondent is directed to refund the balance amount of complainants after deduction of Rs. 25,000/- as per clause 5(iii)(i) of the Policy 2013. The respondent has been using the amount paid by the complainants even after cancellation of subject unit. Therefore, the respondent is further directed to return the amount paid by the complainant with an interest @11.10% per annum from the date of cancellation of allotment i.e., 22.08.2023 till the actual realization of the amount.

D. Directions of the Authority:

21. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent is directed to refund the balance amount of complainants after deduction of Rs. 25,000/- as per clause 5(iii)(I) of the Policy 2013. The respondent has been using the amount paid by the complainants even after cancellation of subject unit. Therefore, the respondent is further directed to return the amount paid by the complainant with an interest @11.10% per annum from the date of cancellation of allotment i.e., 22.08.2023 till the actual realization of the amount.



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- ii. A period of 90 days is given to the respondent/builder to comply with the directions given in this order and failing which legal consequences would follow.

22. Complaint stands disposed of.

23. File be consigned to the registry.

(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.07.2025



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