

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

Complaint no. : 3473 of 2024
Order pronounced on: 24.09.2025

Mahendra Singh
Address:- 2nd Floor, NH-08,
Near Shiv Mandir, Ramoura,
PO Sikohpur, Gurugram, Haryana.

Complainant

Versus

M/s Aster Infrahome Private Limited.

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

Respondent

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Sunil Kumar (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:

S.No.	Particulars	Details
1.	Name of project	"Green Court"
2.	Nature of project	Affordable Group Housing
3.	Location of project	Sector-90, Village Hayatpur, Gurugram.
4.	RERA Registered	Registered Vide registration no. 412 of 2019
5.	DTCP license	Licence no. 61, 62 of 2014 Dated-07.07.2014
6.	Allotment Letter	22.11.2015 (As on page no. 31 of complaint)
7.	Agreement	03.02.2016 (As on page no. 17 of complaint)
8.	Unit no.	C-607, Floor -6th, Tower-C (As on page no. 31 of complaint)
9.	Unit area	590 sq.ft. [Carpet Area] 100 sq.ft. [Balcony Area] (As on page no. 31 of complaint)

10.	Possession clause	Clause 1(iv) of Affordable Housing policy, 2013 Within 4 years from the date of sanction of building plans or grant of Environmental Clearance, whichever is earlier.
11.	Date of sanction of building plans	22.10.2014
12.	Date of grant of Environmental Clearance	22.01.2016
13.	Due date of possession	22.01.2020 [Calculated 4 years from the date of Environmental Clearance]
14.	Basic sale consideration	Rs.24,10,000/- (As on page no. 19 of complaint)
15.	Amount paid	Rs.21,90,195/- (As on page no. 39 of complaint)
16.	Reminders	24.08.2023 18.09.2023 22.11.2023
17.	Notice of termination	08.04.2025 (As on page no. 14 of reply)
18.	Publication	16.05.2025
19.	Occupation Certificate	17.11.2022
20.	Offer of possession	24.11.2022

B. Facts of the complaint:

- 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. C-607, on 6th Floor, Tower-C was allotted to the complainant having the carpet area of 500 sq. ft. and balcony area 100 sq. ft. in the project Green Court in Affordable Group Housing Scheme situated at Sector-90, Hayatpur, Gurugram.
- III. That the respondent demanded 25% of BSP amounting to Rs.4,98,870/- which is a breach of the Act, 2016 as the respondent cannot demand more than 10% without entering into the Buyer's Agreement.
- IV. That a Tri-partite agreement was executed between the parties on 14.06.2016 with HDFC. All the payments were made by the complainant as per the demand raised by the respondent. Till date, the complainant have already paid an amount of Rs.21,90,195/- against the total BSP of Rs.24,10,000/-. The Flat Buyer's Agreement was executed between the parties on 03.02.2016.
- V. That in the Customer ledger, the respondent had charged illegal and un-reasonable demands from the buyers., i.e., Buyer's Service Tax on



Basic, CGST, SGST, Dual Meter Charges, Administration Charges, Labour Cess, service Charge and Electricity Cons., VAT Recovery , interest i.e., 1,90,508/- and total dues was made Rs.29,93,048- out of the BSP of Rs.24,10,000/- , which is unreasonable and illegal demands raised by the respondent.

- VI. Further, the respondent sent a letter on 24.11.2022 to the complainant for registration of the unit, without the offer of possession. The respondent also charged Holding Charges without making the Offer of Possession and the same is illegal and unreasonable.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

- i. Direct the respondent to offer valid offer of possession.
 - ii. Direct the respondent to pay interest for every month of delay at the prevailing rate of interest.
 - iii. Revoke the illegal and unreasonable demands and charges which are not as per the BBA and re-issue fresh account statement excluding the illegal demands.
 - iv. Restore the unit of the complainant in its original manner and also direct the respondent to handover the physical possession of the said unit.
 - v. Direct the respondent to pay the litigation charges of Rs.1,00,000/-
5. 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.

6. The respondent has contested the complaint on the following grounds:

- I. That the subject matter of the complaint is unit no. C0607 in the project namely "Green Court", Sector-90, Village-Hayatpur, Gurugram, being developed under the Affordable Housing Policy by the respondent.
- II. That the present complaint was filed on 16.07.2024 with mala fide intent to abuse the process of law and harass the respondent . The Occupation Certificate for the project was received on 17.11.2022 and offer of possession was made to the complainant on 24.11.2022.
- III. That the total sale consideration for the said unit was Rs.28,02,539/- , out of which Rs.21,90,195/- has been paid by the complainant. The complainant defaulted in paying the balance amount of Rs.6,12,344/- , despite repeated reminders and demand notices. That notices were given to the complainant on 24.08.2023 as Reminder-I, 18.09.2023 as Reminder-2 and 22.11.2023 as Reminder-3. As a result of the default on the part of the complainant, the respondent had no option but to cancel the unit as per the provisions of the Affordable Housing Policy.
- IV. That the Affordable Housing Policy, 2013 empowers the developer to cancel the allotment upon the failure of the allottee to make the due payments after proper notices and newspaper publication. The detailed chronology of the notices and cancellation is as follows:

S.No.	Particulars	Dated
1.	Reminder Letter 1	24.08.2023
2.	Reminder Letter 2	18.09.2023
3.	Reminder Letter 3	22.11.2023
4.	Cancellation Letter	08.04.2025
5.	Newspaper Advertisement/Public Notice English/Hindi	15.05.2025 and 16.05.2025

- V. That the complainant failed to respond to the notices or clear the outstanding dues, resulting in legal and valid cancellation of the subject unit on 08.04.2025.
7. 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.

E. Jurisdiction of the authority:

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

E. I Territorial jurisdiction

9. 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.

E. II Subject matter jurisdiction

10. 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;

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 complainants at a later stage.

F. Findings on the relief sought by the complainant:

F.I Direct the respondent to offer valid offer of possession.

F.II Direct the respondent to pay interest for every month of delay at the prevailing rate of interest.

F.III Revoke the illegal and unreasonable demands and charges which are not as per the BBA and re-issue fresh account statement excluding the illegal demands.

12. The complainant booked a unit in the Affordable Group Housing Colony Green Court, Sector-90, Gurugram and was allotted a unit bearing no. C-607, 6th floor, tower C of the project admeasuring carpet area of 590 sq.ft and balcony area of 100 sq.ft. vide allotment letter dated 22.11.2025. The Buyer's Agreement was executed between the complainant and the respondent on 03.02.2016 for a sale consideration of Rs.24,10,000/- out of which the complainant had paid an amount of Rs.21,90,195/-.
13. 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. The respondent has obtained the Occupation certificate from the concerned authorities on 17.11.2022 and thereafter issued an Offer of Possession to the complainant on 24.11.2022. The respondent issued a number of reminders to the complainant for paying the outstanding dues on 24.08.2023, 18.09.2023, 22.11.2023 and thereafter issued cancellation letter on 08.04.2025. After issuing the Cancellation Letter on 08.04.2025, the

respondent made a publication about the same in the newspapers i.e., Dainik Bhaskar and the Tribune on 16.05.2025.

14. 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".

15. It is to be noted that as per section 5(iii)(b) of Affordable Group Housing Policy 2013, if the allottee fails to deposit the instalments within the prescribed time period, a reminder may be issued to him to make the payments within a time period of 15 days from the date of issue of such notice and if the allottee still fails to make the payment, the list of the defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State and a time period of 15 days is to be provided to the allottee to make the payment, failing which the allotment may be cancelled.
16. The Authority observes that the respondent issued a demand vide the letter of Offer of possession dated 24.11.2022, the complainant did not make the payment. Thereafter, the respondent sent three reminders dated 24.08.2023, 18.09.2023 and 22.11.2023 to the complainant for making the payment. The respondent issued a Notice of Termination/Cancellation of the unit on 08.04.2025 and made publishment of the same in the newspaper on 16.05.2025. The

respondent has submitted by way of written submissions that at the time of the cancellation, the complainant had paid an amount of Rs.21,90,195/- and a sum of Rs.5,41,247/- was credited into the account of the respondent on 24.07.2025 by way of RTGS and the same was paid after the cancellation process was completed.

17. The Authority is of the view that as per Clause 5(iii)(i) of the Affordable Housing Policy, 2013 the due process of cancellation as prescribed therein has not been followed by the respondent while cancelling the unit of the complainant. The respondent was required to issue reminder for payment of the due amount and provide a time period of 15 days for making the payments. Thereafter, the list of defaulters was to be published in the newspaper and a time period of 15 days was to be provided to the complainant for making the due payment and on non-payment of the same, the respondent had to issue the Cancellation Letter. In the present, the respondent issued the reminders dated 24.08.2023, 18.09.2023 and 22.11.2023 and issued the Cancellation Letter dated 08.04.2025, without prior publication of the list of defaulter. The said publishment was made by the respondent on 16.05.2025, after issuing the Cancellation Letter dated 08.04.2025. The due process of cancellation has not been complied by the respondent and thus, the cancellation dated 08.04.2025 is hereby set aside and the respondent is directed to re-instate the unit allotted to the complainant. As regarding the payment of Rs.5,41,247/-, made by the complainant on 24.07.2025 by way of RTGS, the respondent is directed to include the same in the updated Statement of Account, if the said amount is still with the respondent and provide the said updated Statement of Account to the complainant within a period of 30 days of this order.

D. Directions of the Authority:

18. 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 cancellation dated 08.04.2025 is hereby set aside and the respondent is directed to re-instate the allotted unit in favour of the complainant within a period of 30 days.
- ii. The respondent is directed to provide an updated Statement of Accounts to the complainant, after adjusting the payment of Rs.5,41,247/- , made by the complainant on 24.07.2025 by way of RTGS, if the said amount is still with the respondent and provide the said updated Statement of Account to the complainant within a period of 30 days of this order.
- iii. After making the said adjustments, the complainants are directed to make the payment of the outstanding dues within a period of 30 days, after receiving the updated Statement of Accounts. The respondent is further directed to handover possession of the unit to the complainant after receiving the outstanding dues, if any, within a period of 30 days.
- iv. The respondent is directed to execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within 30 days of this order failing which penalty would be imposed under Section 63 of the Act, 2016 on the respondent.
- v. 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.

19. Complaint stands disposed of.



HARERA
GURUGRAM

Complaint No. 3473 of 2024

20. File be consigned to the registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated 24.09.2025



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