

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

Complaint no. : 509 of 2025
Order pronounced on: 13.01.2026

Chander Bhan
Address:- Village-Kankrola, P O Bhangrola,
District-Gurugram, Haryana.

Complainant

Versus

M/s Aster Infrahome Private Limited.

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

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sumit 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:

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	License no. 61, 62 of 2014 Dated-07.07.2014
6.	Allotment Letter	Not on record
7.	Agreement	Not on record
8.	Unit no.	H-0907, I BHK (As on page no. 16 of complaint)
9.	Unit area	341 sq.ft.[Carpet Area] 96 sq.ft. [Balcony Area] (As on page no. 16 of complaint)
10.	Possession clause	Clause 1(iv) of Affordable Housing policy, 2013 <i>Within 4 years from the date of sanction of building plans or grant of Environmental Clearance, whichever is earlier.</i>



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.15,52,361/- (As per customer ledger dated 31.05.2024 on page no. 16 of complaint)
15.	Amount paid	Rs.12,64,465/- (As per customer ledger dated 31.05.2024 on page no. 16 of complaint)
16.	Reminders	24.08.2023 18.09.2023 22.11.2023
17.	Publication	Undated 16.05.2025 [As alleged by the respondent]
18.	Offer of possession for fit outs	22.06.2022 (As on page no. 19 of complaint)
19.	Occupation Certificate	17.11.2022
20.	Offer of possession	24.11.2022 (As on page no. 7 of reply)
21.	Notice of termination	08.04.2025 (As on page no. 14 of additional documents)
22.	Final Cancellation letter	02.06.2025

		(As on page no. 4 of additional documents submitted by the respondent)
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B. Facts of the complaint:

3. 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 pursuant to the draw of lots conducted by the respondent on 31.01.2015, the complainant was declared successful and was subsequently intimated of the allotment by the respondent. By way of the said allotment, the complainant was allotted unit bearing no. H-0907, having carpet Area of 341 sq.ft. and a balcony area of 96 sq.ft. with basic sale consideration of Rs.14,12,000/-. The complainants duly has duly paid the 95% of basic sale consideration amounting to Rs.12,64,695/- on 18.10.2018, well in advance of the agreed due date of possession, i.e., 12.01.2020.
- III. It is pertinent to mention here that the complainant repeatedly requested the respondent on various occasion to execute the Buyer's Agreement but the respondent made excuses on one pretext to



another and paid no heed to the genuine request of the complainant and not execute the Buyer's Agreement.

- IV. The License bearing no. 61 & 62 of 2014 was issued to the respondent on 07.07.2014 and the Environmental Clearance on 12.01.2016. The due date is possession is calculated from the date of sanction of Environmental Clearance i.e., 12.01.2016 being later which comes out to be 12.01.2020.
- V. That the complainant has paid around 95% of the total cost of the unit till 18.10.2018. Thereafter, the complainant had stopped the payment in terms of payment schedule as the construction was not going on at that time.
- VI. That moreover, neither Occupation certificate nor Intimation of Offer of Possession has been issued to the complainant and the complainant could not in any manner anticipate the delivery of the possession of the unit. The respondent has only issued offer of possession for fit outs dated 22.06.2022.
- VII. That the respondent has blatantly failed to perform its obligation to give position in terms of the Buyer's Agreement and hence the present complaint has been filed.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- i. Direct the respondent to execute the Buyer's Agreement, Conveyance Deed and handover physical vacant possession of the unit.
 - ii. Direct the respondent to provide the complainant with prescribed rate of interest on delay in handing over of possession of the unit on the amount paid by the complainant from the due date of possession as per the actual date of possession.



- iii. Direct the respondent to issue offer of possession after execution of Buyer's Agreement.
 - iv. Direct the respondent to not charge anything which is not the part of the agreement as per RERA Act or waive off the unnecessary interest mentioned in the customer ledger.
 - v. Pass any such direction, as may be deemed fit, under section 37 & 38 of the Act, towards giving effect to any or more of the above sought relief.
 - vi. Direct the respondent to pay the compensation of Rs.10,00,000/- for causing mental agony, harassment to the complainants.
 - vii. Direct the respondent to pay the compensation of Rs.1,00,000/- for litigation costs.
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 complainant has no locus standi to maintain the present complaint as the allotment of the unit in question stands lawfully cancelled on account of continued and wilful default in payment of the due amounts. It is pertinent to mention that no Builder Buyer Agreement was executed between the parties, owing to the complainant's failure.
 - II. The complainant was allotted unit bearing no. H-0907 in the said project "Green Court" situated in Sector 90, Village Hayatpur, Gurugram developed by the respondent under the Affordable Housing Policy, 2013.



- III. That the complainant paid an amount of Rs.12,64,695/- out of the total sale consideration of Rs.17,96,046/-, thereby defaulting on the payment of the balance amount of Rs.5,31,351/- .
- IV. That the complainant has wrongfully mentioned that he has paid 95% of the basic sale consideration , but he has defaulted in making payments of 8th and 9th instalment despite repeated reminders.
- V. Despite several reminders and duly serves notices, the complainant has wilfully failed and neglected to deposit the outstanding dues. Due to the persistent and unexplained non-payment of the due amount, the allotment of the unit was lawfully cancelled vide Cancellation Letter dated 08.04.2025.
- VI. It is submitted that 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. However, ample amount of time and reminders were given to the complainant to pay the balance amount and take possession of the unit. The relevant documents, including the following, are annexed herewith:

S.No.	Particulars	Dated
1.	Offer of possession	24.11.2022
2.	Reminder letter 1	24.08.2023
3.	Reminder Letter 2	18.09.2023
4.	Reminder Letter 3	05.06.2024
5.	Newspaper Advertisement/Public Notice English/Hindi	15.05.2025 16.05.2025
6.	Cancellation Letter	08.04.2025

- VII. That it is clear that even though the complainant had paid 94.5% of the sale consideration, she was still required to make payments strictly in accordance with the time-linked payment plan under the

Affordable Housing Policy, 2013, and the terms and conditions of the Buyer's Agreement.

VIII. That the present complaint is nothing but an afterthought to challenge a lawful cancellation and is liable to be dismissed.

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 execute the Buyer's Agreement, Conveyance Deed and handover physical vacant possession of the unit.**
- F.II Direct the respondent to provide the complainant with prescribed rate of interest on delay in handing over of possession of the unit on the amount paid by the complainant from the due date of possession as per the actual date of possession.**
- F.III Direct the respondent to issue offer of possession after execution of Buyer's Agreement.**
- G.IV. Direct the respondent to not charge anything which is not the part of the agreement as per RERA Act or waive off the unnecessary interest mentioned in the customer ledger.**
- G.V Pass any such direction, as may be deemed fit, under section 37 & 38 of the Act, towards giving effect to any or more of the above sought relief.**

12. The complainant booked a unit in the Affordable Group Housing Colony namely "Green Court", Sector-90, Gurugram and was allotted a unit bearing no. H-0004, on Ground Floor of Tower-H of the project admeasuring carpet area of 323 sq.ft. of Carpet Area and Balcony Area of 98 sq.ft. The Buyer's Agreement has not been executed between the complainant and the respondent till date. The basic sale consideration of the unit was Rs.14,79,019/- out of which the complainant had paid an amount of Rs.12,07,456/-.

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. It is evident from the above-mentioned facts that the complainant paid a sum of Rs. 12,07,456/- against basic sale consideration of Rs. 14,79,019/- of the unit allotted to the complainant.

14. 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.
15. The respondent issued many reminders to the complainant for paying the outstanding dues on 24.08.2023, 18.09.2023, 05.06.2024, and thereafter issued Pre cancellation letter on 08.04.2025. The respondent published the list of defaulters in the Newspaper on 15.05.2025 and 16.05.2025 and issued the Final Cancellation Letter on 02.06.2025 after issuance of notice in the newspaper.
16. 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".

17. 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.

18. On 15.05.2025 and 16.05.2025, 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 02.06.2025. 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 @10.80% per annum from the date of cancellation of allotment i.e., 02.06.2025 till the actual realization of the amount.

D. Directions of the Authority:

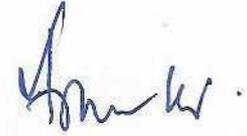
19. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- The respondent is directed to refund the balance amount of complainant 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 complainant even after cancellation of subject unit. Therefore, the respondent is further directed to return the amount

paid by the complainant with an interest @10.80% per annum from the date of cancellation of allotment i.e., 02.06.2025 till the actual realization of the amount.

- 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.
20. Complaint stands disposed of.
 21. File be consigned to the registry.



HARERA
GURUGRAM



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.01.2026