

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

Complaint no. : 4556 of 2023  
Order pronounced on : 11.09.2025

Upasana Ray and Subhashish Shankar  
R/o: Flat No. 201, NSC Bose Road Regent Park, S O Kolkata,  
West Bengal

**Complainants**

**Versus**

M/s Czar Buildwell Private Limited  
Regd. office: 302, A 3rd Floor Global Foyer Building, Sec 43 Golf  
Course Road Gurugram, Haryana.

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Mrs. Debjani Sen (Advocate)  
None

**Complainants  
Respondent**

**EX- PARTE ORDER**

1. The present complaint has been filed by the complainants/allottees 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 provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

**A. Unit and Project-related details:**

2. The particulars of the project, the details of sale consideration, the amount

paid by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

| S. N. | Particulars                      | Details                                                          |
|-------|----------------------------------|------------------------------------------------------------------|
| 1.    | Name and location of the project | "Mahira Homes" at Sector 63A, Behrampur, Gurgaon, Haryana        |
| 2.    | Nature of the project            | Affordable Group Housing                                         |
| 3.    | License no                       | 128 of 2019 dated 27.11.2019 valid up to 26.11.2024              |
| 4.    | RERA registration                | Revoked                                                          |
| 5.    | Unit no.                         | 702, in Tower- 2<br>(no document is placed on record)            |
| 6.    | Unit area admeasuring            | 654 sq. ft.<br>(no document is placed on record)                 |
| 7.    | Allotment letter dated           | Not on record                                                    |
| 8.    | Buyer agreement                  | Not on record                                                    |
| 9.    | Date of building plan approval   | 25.10.2021<br>(taken from another complaint of the same project) |
| 10.   | Environmental clearance dated    | 27.04.2022<br>(taken from another complaint of the same project) |
| 11.   | Possession clause                | N/A                                                              |
| 12.   | Sale consideration               | Rs.45,00,000/-<br>(as stated by complainant)                     |
| 13.   | Amount paid by the complainant   | Rs.11,00,000/-<br>(as per facts stated by the complainant)       |



|     |                                                  |                                          |
|-----|--------------------------------------------------|------------------------------------------|
| 14. | Occupation certificate                           | N/A                                      |
| 15. | Offer of possession                              | Not offered                              |
| 16. | Request for cancellation of allotment and refund | 18.07.2023<br>(Page no. 36 of complaint) |

**B. Facts of the complaint:**

- i. That the present complaint is being filed by the complainants against the respondent as the respondent has, in a pre-planned manner, cheated and defrauded the complainants of their hard-earned money and have rendered deficient services by not delivering possession of affordable unit no. 702, tower-2, 3bhk, carpet area 645 sq. ft. in Mahira Homes 63A, sector-63A, Berhampur, Gurugram along with two-wheeler parking, which was purchased by the complainants from the respondent. The complainants purchased the said unit in question for their residential purposes.
- ii. That the complainants have been influenced and allured about the residential unit in an upcoming project of Mahira Homes 63, Sector-63A, Behrampur, Gurugram by the respondent's official informing the complainants that there would be world class homes with lifestyle amenities, world class engineering, construction and services conglomerate, dedicated to unwavering pursuit of excellence and innovation across the entire spectrum of infrastructure development including power transmission and distribution in the upcoming project in Mahira Homes 63A, Sector-63A District Gurugram (Haryana).
- iii. That the official of the respondent further assured the complainants they had obtained a licence bearing no. 128 of 2019 from Director General Town and Country Planning, Government of Haryana, Chandigarh and also obtained various others necessary approvals from the concerned department and also assured the complainants that the project shall be developed by the

respondent in accordance with the aforementioned approvals and other sanctions including environment clearance and in terms of the provisions of Affordable Group Housing Policy 2013 notified by the Government of Haryana vide Town and Country Planning Department and further assured the complainants that above said project is registered with Haryana Real Estate Regulatory Authority at Gurugram on 20.01.2020.

- iv. That relying upon the assurance of the company as well as its authorized official and broker the complainants had booked /purchased the above said residential unit along with two-wheeler covered parking site and the pro rata share in the common areas.
- v. That as per demands raised by the respondent for the above said affordable Unit, the complainants had an amount of Rs. 11,00,000/- out of total sale consideration of Rs. 45,00,000/- through online payments to the respondent and all the receipts regarding payments are intact with the complainants for further reference.
- vi. That at the instance and motivation of respondent at the time of booking of the project namely Mahira Homes 63, Sector-63A, Behrampur, Gurugram, Haryana, an assurance was given to the complainants that the project will start very soon from the date of booking and also allot the flat of the said project within above said stipulated period.
- vii. That the respondent had received huge amount of Rs. 11,00,000/- from the complainants against the acknowledgement and receipts but despite receiving the huge amount, there is no progress or any sign of development on the project as the said project has been blacklisted by the order of Director, Town and Country Planning, Haryana, Chandigarh vide its order dated 17.05.2022 on account of submission of forged and fabricated bank guarantee by the respondent.





- viii. That after receiving the above said hard earned money from the complainants on account of the above said unit by the respondent, the respondent assured the complainants that they will deliver the possession of the above said unit well within two years from the date of booking.
- ix. That the complainants served a legal notice upon the respondent through their counsel Sh. Sultan Singh, Advocate on dated 18.07.2023, thereby calling upon the respondent to refund the entire amount of Rs. 11,00,000/- on account of two-wheeler parking but despite receiving the legal notice, the respondent has failed to refund the aforesaid amount along with interest to the complainant.
- x. That when the complainants visited to the site, it was shocked and surprised to the complainants that there is no sign of any development and the Unit booked by the complainants is not being completed and thereafter the complainants requested the Respondent to refund the payments made by the complainants but the Respondent is knowingly, intentionally and deliberately evading the matter on one pretext or another and making false and lame excuses with sole intention to cause wrongful loss to the complainants.
- C. Relief sought by the complainants:**
3. The complainants have sought the following relief(s):
- i. Direct the respondent to return the amount received by him in respect of the allotted unit with interest at prescribed rate.
4. The present complaint was filed on 03.10.2023. The counsel for the respondent neither appeared nor filed the reply in the complaint. Despite multiple opportunities for filing reply on 12.01.2024, 02.02.2024, 01.03.2024, it failed to comply with the orders of the authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding to file written reply. On 01.03.2024, the defence of the respondent

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was struck off. Therefore, the authority assumes/ observes that the respondent has nothing to say in the present matter and accordingly the authority proceeds with the case ex-parte.

5. 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 complainants.

**D. Jurisdiction of the Authority:**

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

**D.I Territorial jurisdiction**

7. 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 the entire Gurugram District for all purposes 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.

**D.II Subject-matter jurisdiction**

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per the 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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.*

9. Hence, given 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.

**E. Findings on relief sought by the complainants:**

**E.I Direct the respondent to return the amount received by him in respect of the allotted unit with interest at prescribed rate.**

10. The complainants applied for the allotment in the affordable housing project i.e., "Mahira Homes" located in sector-63A, Gurugram being developed by the respondent i.e., CZAR Buildwell Private Limited.
11. The complainants in the present complaint intends to withdraw from the project and are seeking refund of the paid-up amount for the alleged non allotment of a unit bearing no. 702, tower-2 measuring 645 sq. ft. in the respondent project at the sale consideration of Rs.45,00,000/-. The complainants alleges that they had booked a unit in the respondent's project and made a sum of Rs.11,00,000/- toward the same. However, they had failed to produce any document that would legally establish an allotment in his favour.
12. On 25.07.2025, the present complaint was fixed for hearing, and on the scheduled date, arguments were heard, and the matter was disposed of accordingly. However, while preparing the detailed order, it came to light that the complainants had made payments against the said unit to various entities, including Real Estate 2, Sanskaar Gupta, Soumik Mishra, Ritesh, and others, as per the receipts annexed by the complainants. Despite these submissions, no document was provided that could substantiate an allotment or a formal

contractual relationship between the complainants and the respondent developer. There was no allotment letter, no builder-buyer agreement, nor any formal acceptance or acknowledgment from the respondent regarding the booking of the unit.

13. In view of these discrepancies, it became essential to provide an opportunity for clarification. Therefore, in the interest of justice, the authority fixed a date for further clarification on 11.09.2025. On the said date, the complainant was given the chance to submit the payment receipts. The complainants duly submitted the receipts; however, upon examination, it was found that these receipts still failed to establish a clear connection between the payments made and the respondent developer.

| S.NO.        | AMOUNT                 | PAYMENT MADE TO    |
|--------------|------------------------|--------------------|
| 1.           | Rs. 2,25,000/-         | Real Estate        |
| 2.           | Rs. 2,50,000/-         | Real Estate 1      |
| 3.           | Rs. 1,50,000/-         | Real Estate 2      |
| 4.           | Rs. 1,00,000/-         | Sanskar Gupta      |
| 5.           | Rs. 50,000/-           | Soumik Mishra      |
| 6.           | Rs. 1,25,000/-         | Real Estate Ritesh |
| 7.           | Rs. 2,00,000/-         | Akeshvar Singh     |
| <b>Total</b> | <b>Rs. 11,00,000/-</b> |                    |

14. However, on the perusal of above-mentioned table it is evident that, no receipt could conclusively demonstrate that the payments were made directly to the respondent developer or that they corresponded to an actual booking. Moreover, it is significant to note that none of the payments have been made by the complainants into the approved RERA account. Furthermore, no formal contractual or legal document, such as a sale agreement or allotment letter, was produced to prove the existence of a





contractual relationship between the complainants and the respondent.

Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

*"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*

15. In the absence of any document that legally establishes the allotment of the unit to the complainants, the complainants do not fall within the definition of an 'allottee' under Section 2(d) of the Act. The payments made by the complainants, though evidenced by receipts, fail to demonstrate a legitimate contractual relationship with the respondent. As per the provisions of Section 31 of the Real Estate (Regulation and Development) Act, 2016, a complaint can only be entertained if there is a clear contractual relationship between the complainants and the respondent. In the absence of such a relationship, the complaint is not maintainable.
16. Consequently, the complaint is dismissed being not maintainable.
17. File be consigned to registry.

**Dated: 11.09.2025**

  
(Vijay Kumar Goyal)  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram