

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

Complaint no. : 4604 of 2024  
Date of complaint : 20.09.2024  
Date of order : 24.09.2025

Simrata Kaur,  
**R/o:** - B-2, 2204, Sahyog Apartment,  
Vasant Kunj, Delhi-110070.  
Narender Pal Singh,  
**R/o:** - H. No. 31, Block F-18, Sector-8,  
Rohini, Delhi-110085.

**Complainants**

Versus

M/s Mahira Buildtech Private Limited  
**Having Regd. Office at:** - 302A, Global Foyer Mall,  
Golf Course Road, Sector-43, Gurugram.

**Respondent**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Garvit Gupta (Advocate)  
None

**Complainants  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S.No.	Particulars	Details
1.	Name and location of the project	"Mahira Homes" at Sector 103, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	5.4037 acres
4.	DTCP license no.	31 of 2019 dated 01.03.2019 valid up to 28.02.2024
5.	RERA Registered/ not registered	Revoked vide order dated 11.03.2024
6.	Unit no.	905, Tower-H (As per page no. 41 of the complaint)
7.	Unit area admeasuring	570 sq. ft. (Carpet area) (page 41 of the complaint)
8.	Date of allotment	Not on record
9.	Date of building plan approval	29.03.2019 (As per project details)
10.	Environmental clearance dated	29.01.2020 (As per project details)
11.	Execution of BBA	21.03.2023 (page 25 of complaint)
12.	Possession clause as per Affordable Housing Policy, 2013	<b>1(IV) of the Affordable Housing Policy, 2013</b> <i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years</i>



		<i>period from the date of commencement of project.</i>
13.	Due date of possession	29.07.2024 [Calculated as 4 years from the date of grant of environmental clearance i.e., 29.01.2020 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
14.	Total sale consideration	Rs.23,53,300/- (as per SOA dated 14.06.2022 on page 41 of complaint)
15.	Amount paid by the complainant	Rs.23,53,300/- (as per SOA dated 14.06.2022 on page 41 of complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

### B. Facts of the complaint

3. The complainants have made the following submissions: -

- I. That the respondent offered for sale units in a group housing project known as 'Mahira Homes-103' situated in Sector 103, Gurugram. The complainants, induced by the assurances and representations made by the respondent, decided to book a residential unit in the project of the respondent in the month of July, 2019.
- II. That pursuant to the booking of a unit in the project of respondent by the complainants and after draw of lots conducted by the respondent, the respondent allotted a flat bearing no. H-905 in Tower-H admeasuring carpet area of 570 sq. ft. in the said project to the complainants.
- III. That a copy of the Apartment Buyer's Agreement was shared by the respondent with the complainants. However, after perusing the apartment buyer's agreement, the complainants realised that the

respondent has very conveniently tried to misinterpret the provisions of the Affordable Housing Policy, 2013 and it has several one-sided provisions where on the face of it were highly illegal, absurd, unilateral, arbitrary, unconscionable and not valid. Since the complainants had already parted with a considerable amount, they were left with no other option but to accept the lopsided and one-sided terms of the apartment buyer's agreement. The complainants felt trapped and had no other option but to sign the dotted lines. Hence the apartment buyer's agreement dated 21.03.2023 was executed between the parties.

- IV. That the complainants believing the assurances and representations of the respondent continued to make the payments against the said allotted unit as and when demanded by the respondent and as per the payment plan annexed by the respondent along with the apartment buyer's agreement dated 21.03.2023 and had made a payment of Rs.23,53,300/- out of the total sale consideration of Rs.23,53,300/- as evident from the statement of account dated 14.06.2022.
- V. That as per Clause 4 of the agreement, the possession of the unit was to be handed over by the respondent within four years from the date of approval of building plans or receipt of environment clearance, whichever was later.
- VI. That the respondent failed to intimate the complainants about the construction status of the tower in which the unit allotted to the complainants was located. However, the respondent in order to somehow create false evidence issued payment demands which were time linked as per the payment plan laid down in the Affordable Housing Policy, 2013. The complainants were left with no other option but to themselves visit the site in the month of June, 2024 to check the



status of the construction on site. Upon reaching the site, the complainants were shocked and appalled as they saw no construction was going on in respect of the tower wherein the unit of the complainants was situated and thereby giving the impression that the respondent had abandoned the project.

- VII. That the complainants after running from post to pillars and believing the assurances and representations of the respondent lost hope and realised that the assurances and promises of the respondent were also false and misleading and the respondent had no intention of delivering the possession of the said unit to the complainants.
- VIII. That when the complainants confronted the respondent, it was assured by the respondent that additional benefits in the form of delayed interest as per the provisions laid down by RERA Act, 2016 would be given to the complainants on account of the number of days of delay of the respondent. However, yet again, the assurances of the respondent turned out to be false.
- IX. That the complainants visited the office of the respondent to seek refund of the total amount of Rs.23,53,300/- already paid by the complainants. The respondent admitting its faults further assured the complainants that the said amount would be refunded by the respondent as per the due procedures and would take some time. However, despite the repeated reminders by the complainants and the assurances by the respondent no refund has been initiated till date.
- X. That the complainants have been recently apprised of the fact that this Authority has observed in suo moto complaint no. RERA- GRG-2544-2022 vide its order dated 11.03.2024 that the respondent has wilfully violated the provisions of Section 3, Section 4(2)(1)(c), Section 4(2)(1)(d). The respondent has further unlawfully diverted the

amounts deposited by the innocent home-buyers into its own related companies and hence on the said account, this Authority has revoked the registration which was granted to the respondent and it was also observed that the respondent would remain liable for all the obligations under Section 12, 14 and 18 of the RERA Act, 2016.

- XI. That due to the fault of the respondent, the complainants have been deprived of a roof over their head for a long time and have suffered very badly. Respondent has violated several provisions of RERA 2016 and Haryana RERA Rules 2017 and is liable for the same.
- XII. That the respondent has in complete defiance of its obligations refused to remit the refund of the amount along with interest leaving them with no other option but to file the present complaint.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s).
- i. Direct the respondent to refund the entire paid-up amount along with interest.
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.
6. The respondent/promoter put in appearance through its counsel and marked attendance on 15.01.2025. Despite specific directions for filing of reply, the respondent has failed to comply with the orders of the Authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondent was struck off vide proceedings dated 24.09.2025.



7. 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 these undisputed documents and submission made by the complainants.

**D. Jurisdiction of the authority**

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

**D.I Territorial jurisdiction**

9. 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.

**D.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) The promoter shall-*

*(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.*

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.

**F. Findings on the relief sought by the complainants.**

**F.1 Direct the respondent to refund the entire paid-up amount along with interest.**

12. The complainants were allotted a residential apartment bearing no. 905, Tower-H, 9th Floor having carpet area of 570 sq.ft. in the Affordable Group Housing project of the respondent named "Mahira Homes-103" at Sector-103, Gurugram vide flat buyer's agreement dated 21.03.2023 for a total sale consideration of Rs.23,53,300/- against which the complainants have made a payment of Rs.23,53,300/- as and when demanded by the respondent. The Authority observes that as per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "*All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.*" The respondent has obtained the building plan approval and environmental clearance in respect of the said project on 29.03.2019 and 29.01.2020 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 29.07.2024.
13. It is further observed that the Authority on 27.05.2022 initiated Suo-Motu action against the promoter under Section 35 of the Act, 2016 based upon the site visit report submitted on 18.05.2022 wherein it is clearly stated that the physical progress of the project was



approximately 15-20% and progress of construction works did not seem commensurate to the payments withdrawn from the bank accounts. Moreover, on 17.05.2022 the Director Town & Country Planning blacklisted the said developer from grant of license on account due to various grave violations by the promoter company which was subsequently withdrawn by the department on 21.07.2022 subject to fulfillment of certain conditions. Also, on 19.05.2022 all the accounts were frozen by the Authority due to non-compliance of the provisions of the Act, 2016. On 06.11.2023 the Authority initiated suo-motu revocation proceedings under Section 35 of the Act, 2016. Thereafter, the Authority vide order dated 11.03.2024 revoked the registration certificate of the project under Section 7(1) of the Act, 2016 and accordingly the respondent company shall not be able to sell the unsold inventories in the project and also, the accounts are frozen therefore, this amounts to discontinuation of business of the respondent.

14. The Authority considering the above mentioned facts opines that Section 18 of the Act, 2016 is invoked if the promoter is unable to handover the possession of the unit as per the terms of the agreement **due to discontinuance of his business as developer on account of suspension or revocation of the registration under this Act** or any other reason than the complainants shall be entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion is reproduced herein below for the ready reference:

***"Section 18: Return of amount & compensation:***

*(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,-*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act*

*or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:....."*


15. The Authority is of the view that since vide order dated 11.03.2024 the registration certificate of the project stands revoked under Section 7(1) of the Act, 2016 therefore, the promoter cannot carry out the business in presence of the said circumstances, also due to the promoter's serious violations, there seems no possibility of completing the said project by the due date. Thus, the Authority is of the view that the complainants are entitled to their right under Section 18(1)(b) read with Section 19(4) of the Act of 2016 to claim the refund of amount paid along with interest at prescribed rate from the promoter. Accordingly, the Authority directs the respondent to refund the paid-up amount of Rs.23,53,300/- received by it along with interest at the rate of 10.85% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount.

**G. Directions of the authority**

16. 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):
- The respondent is directed to refund the paid-up amount of Rs.23,53,300/- received by it along with interest at the rate of 10.85% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount.



- ii. 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.
17. Complaint stands disposed of.
18. File be consigned to registry.



**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.09.2025



**HARERA**  
GURUGRAM