

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

Date of decision:

12.09.2025

NAME OF THE BUILDER		M/s Czar Buildwell Private Limited	
PROJECT NAME		Mahira Homes	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5676/2024	Anisha Kattivelappal V/s M/s Czar Buildwell Private Limited	Sh. Anuj Srivastava None
2.	CR/5675/2024	Saurabh Gandhi V/s M/s Czar Buildwell Private Limited	Sh. Anuj Srivastava None

CORAM:

Shri. Arun Kumar

Chairperson

EX-PARTE ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, 'MAHIRA HOMES' being developed by the same respondent promoters i.e., M/s Czar Buildwell Private Limited.
3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

Project Name and Location		"MAHIRA HOMES", Sector 95, Gurugram, Haryana.
Possession clause: <i>4 subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under any part hereof and flat buyers' agreement, including but not limited to the timely payment of instalments of other charges as per payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later.</i>		
OC: Not obtained Offer of possession: Not Offered		
Comp no.	CR/5676/2024	CR/5675/2024
Allotment letter	08.12.2020 [Page 11 of complaint]	N/A
Unit no. and area	T9-1106, 11 th floor admeasuring 643.28 sq. ft.	T3-305, 3 rd floor admeasuring 643.27 sq. ft.
Builder buyer agreement	23.06.2021 [Page 14 of complaint]	23.06.2021 [Page 14 of complaint]
Total sale consideration	Rs.26,49,344/- [pg. 6 of complaint]	Rs.26,49,344/- [pg. 6 of complaint]
Amount paid	Rs.16,55,837/- (page 78 of complaint)	Rs.20,71,125/- (page 6 of complaint)
REFUND WITH INTEREST		

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
3. The facts of all the complaints filed by the complainant/ allottee are also similar. Out of the above-mentioned cases, the particulars of lead case CR/5676/2024 titled as Anisha Kattilvelappal V/s M/s Czar Buildwell Private Limited. are being taken into consideration for determining the rights of the allottees qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.

A. Unit and project related details

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

CR/5676/2024 titled as Anisha Kattilvelappal v/s M/s Czar Buildwell Private Limited

S. N.	Particulars	Details
1.	Name and location of the project	"Mahira Homes" at sector 95, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	DTCP license no.	24 of 2020 dated 10.09.2020 valid up to 09.09.2025
4.	RERA Registered/ not registered	Registration revoked
5.	Unit no.	T9-1106, 11 th floor (page 11 of complaint)



6.	Unit area admeasuring	643.27 sq. ft. (page 11 of complaint)
7.	Allotment letter	08.12.2020 (page 11 of complaint)
8.	Date of execution of flat buyer's agreement	23.06.2021 (page 14 of complaint)
9.	Date of building plan approval	18.09.2020 (taken from another complaint of the same project)
10.	Environmental clearance dated	27.07.2020 (taken from another complaint of the same project)
11.	Possession clause	4. <i>subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under any part hereof and flat buyers agreement, including but not limited to the timely payment of instalments of other charges as per payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later.</i>
12.	Due date of possession	18.09.2024 [Note: Due date of possession to be calculated 4 years from the date of building plan dated 18.09.2020 being later]
13.	Total sale consideration	Rs. 26,49,344/- (as stated by complainant)
14.	Amount paid by the complainant	Rs.16,55,837/- (payment receipts on page 78 of complaint)

15.	Occupation certificate	N/A
16.	Offer of possession	N/A

B. Facts of the complaint:

5. The complainant has made the following submissions: -

- i. This complaint is preferred under Sections 12, 14, 18, 19, 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 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 thereunder or to the allottees as per the agreement for sale executed inter se.
- ii. That the respondent is a Private Limited Company and is into business of real estate. Respondent approached the complainant through its broker Mr. Ashok to purchase the residential unit bearing no. Flat No. T9-1106, on 11th Floor, having carpet area of 643.278 sq. ft, in the upcoming project of an affordable group housing colony being promoted and developed by respondent under the name and style of 'MAHIRA HOMES - 95', located at Sector - 95, Gurugram, Haryana. It is submitted that based upon the assurance of the respondent, complainant booked a unit relying upon a rosy picture presented by the respondent and its agent and paid a booking amount to the tune of Rs. 1,31,000/-.
- iii. That, after draw of lots on 8th December, 2020, the complainant was allotted the above said residential flat in the project by paying a booking amount of Rs. 1,31,000/- i.e. 5% of the total sale consideration of Rs. 26,49,344/-.
- iv. That a flat buyer's agreement dated 25.03.2021 was executed between the parties, wherein respondent agreed to hand over the possession of the said

- residential flat within 4 years from the date of approval of building plans or grant of environment clearance. Respondent intentionally did not put any delay possession penalty clause to avoid any delay payment obligation. On the contrary holding charges @ Rs. 5/- per sq. ft. per month imposed on the complainant, payable in the event of complainant fails to take possession of the said residential flat within 30 days from the date of notice of possession by the respondent. As per the clause 2 F of the agreement, respondent is entitled to charge an interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent on the unpaid instalments from the complainant, in case there is any delay in payment of instalment/demand.
- v. That, it is pertinent to mention that the due date of the building plan approval is 18.09.2020 and the date on which the environmental clearance was applied is 27.07.2020. As the date of the building plan approval is the later date, hence the date of possession will be calculated from such date. Therefore, the due date of delivery of possession is 18.09.2024.
- vi. That the terms and conditions mentioned in the flat buyer agreement executed between complainant and the respondent are highly one-sided having unfair terms and conditions favouring respondent to exploit and harass the innocent customers/ allottees including complainant. In accordance with the agreed payment plan sale consideration has been paid by the complainant to the respondent in the following manner: -

Payment receipt date	Amount Paid (INR)	Date of release
Booking amount -	1,31,000/-	08.12.2020
Within 15 days of issuance of allotment letter.	5,31,336/-	23.12.2020

Within 6 month issuance	1,50,000/- 1,81,167/-	28.02.2021 28.06.2021
Within 12 month issuance	3,31,167/-	06.12.2021
Within 18 month issuance	3,31,167/-	01.10.2022
Total	16,55,837/-	

- vii. That the respondent had informed and walked the complainant through the timeline of events in which the construction work will be done and completed. That to the utter surprise of the complainant the construction work was not at all going according to the timeline given by the respondent. That when the complainant confronted the respondent about the incomplete construction work or unreasonable delay in the construction work, the respondent started giving various excuses like that the government has stopped the construction work as a measure to control pollution, that due to the Diwali holidays the construction work was not been able to be completed and other numerous issues.
- viii. That the respondent despite of not holding his part of the agreement used to timely raise payment demand and asked the complainant to disburse the same. That the complainant used to timely disburse the instalment amount but whenever he used to ask the respondent about the progress in the construction work, the respondent always used to make excuses and used to say that the residential flat will be handed over to the complainant in the due time that is mentioned in the BBA. That the respondent always assured that the residential flat will be handed over to the complainant in the due time as promised by the respondent in the BBA agreement.

- ix. That when the complainant started visiting the respondent's office frequently to enquire about the construction of the project and countered them for the unreasonable delay and lame excuses that the respondent was making, the respondent used to ignore the concerns of the complainant and used to come up with same words that the project will be handed over to the complainant in the due time that is mentioned in the BBA.
- x. That after timely payments of the instalment amounts till that was due within 18 months, the complainant stopped the disbursal of the instalment amount that was due within 24 months due to the construction work not being completed and unresponsive behaviour of the respondent. That the respondent instead of owning to his own fault, started threatening the complainant that the complainant will be blacklisted and penalty will be imposed upon him. That the respondent started making pressure upon the complainant by threatening him. That the respondent had malicious intent of extorting the complainant's hard-earned money and fooled him from the beginning by giving lame excuses.
- xi. That out of total consideration of Rs. 26,49,344/- complainant has already paid Rs. 16,55,837/- i.e. 62.5% of the sale consideration by October, 2022 but after which the builder's license got cancelled and was blacklisted due to irregularities in the books and forgery committed by the respondent. that since the beginning the respondent has failed to answer and address the queries of the complainant and has adopted a hostile approach to put undue pressure. That the respondent has abused his dominant position and power over the complainant to extract money and timely disbursal of instalment amount despite not holding his own part of the agreement that had been entered into between the complainant and the respondent.

xii. That as the developer company has been blacklisted and its registration has been revoked, and also the date on which the respondent was supposed to handover the possession has expired hence the complainant does not want to further invest his hard-earned money in the said project and wants full refund of the amount along with interest that has been paid to the developer. That the respondent is unethical and unprofessional in their business and since they have been blacklisted and their license has been revoked it is nowhere possible for them to continue with the construction and completion of the said project, hence the complainant wants that his purchase of the residential flat in the project be cancelled and full amount paid till now along with interest be refunded to him.

C. Relief sought by the complainant:

6. The complainant has sought following relief(s):
 - a. Direct the respondent to refund the entire paid-up amount of Rs.16,55,837/- along-with interest to the complainant.
7. The present complaint was filed on 26.11.2024. The authority issued a notice dated 26.11.2024 of the complaint to the respondent by speed post and also on the given email address at info@mahiragroup.com was duly served on 27.11.2024. The delivery reports have been placed in the file. Despite service of notice, the respondent has preferred neither to put in appearance nor file reply to the complaint within the stipulated period. Accordingly, the authority is left with no other option but to decide the complaint ex-parte against the respondent.
8. 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 based on these undisputed documents and submission made by the complainant.

D. Jurisdiction of the Authority:

9. 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

10. 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.

D. II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

12. 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 complainant at a later stage.
13. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in **Newtech Promoters and Developers Private Limited Vs**

State of U.P. and Ors.” SCC Online SC 1044 decided on 11.11.2021 and followed in M/s Sana Realtors Private Limited & others V/s Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022 wherein it has been laid down as under:

“86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like ‘refund’, ‘interest’, ‘penalty’ and ‘compensation’, a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016.”

14. Hence, in view of the authoritative pronouncement of the Hon’ble Supreme Court in the matter of M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra), the Authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

E. Findings on relief sought by the complainant:

E.I Direct the respondent to refund the entire paid-up amount of Rs.16,55,837/- along-with interest to the complainant.

15. The complainant applied for the allotment in the affordable housing project i.e., “Mahira Homes-95” located in sector-95, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Private Limited. The respondent issued an allotment letter dated 08.12.2020 in favour of the complainant and thereby intimated to the complainant about the allotment of unit no. T9-1106, tower-T9,

11th floor in the project of the respondent at the sale consideration of Rs.26,49,344/-. He has paid a sum of Rs.16,55,837/- towards the subject unit. The possession of the unit was to be offered within 4 years from the approval of building plans (18.09.2020) or from the date of environment clearance (27.07.2020), whichever is later, which comes out to be 18.09.2024 calculated from the date of environment clearance being later.

16. It is pertinent to mention that the registration of the project stands revoked under section 7 of the Act 2016, by the Authority vide order dated 11.03.2024 on account of grave violations committed by the promoter. Accordingly, the respondent company shall not be able to sell the unsold inventories in the project and the accounts of the project are frozen.
17. The Authority, considering the above mentioned facts observes that although the due date of possession has not lapsed yet, section 18 of the Act, 2016 is liable to be under the present circumstances as invoked 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** and the complainant is entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion of section 18 is reproduced below:

"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....."

18. Thus, the Authority is of the view that the complainant is entitled to his right under section 18(1)(b) read with 19(4) 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.16,55,837/- 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.

F. 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 promoter as per the function entrusted to the authority under section 34(f):
- I. The respondent/promoter is directed to refund the amount i.e., Rs.16,55,837/- 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 realisation 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.
20. Complaint stands disposed of.
21. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 12.09.2025