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/5739/2024	Manoj Devi V/s M/s Czar Buildwell Private Limited	Sh. Gajender Tanwar None
2.	CR/5738/2024	Nirupama Chakraborty V/s M/s Czar Buildwell Private Limited	Sh. Gajender Tanwar 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 104, Gurug Haryana.	
Possession clause: NOT AVAILABLE		
OC: Not obtained Offer of possession: Not Offered		
Comp no.	CR/5739/2024	CR/5738/2024
Allotment letter	03.12.2021 [Page 16 of complaint]	N/A
Unit no. and area	T1-1101, 11th floor admeasuring 643.55 sq. ft.	408-T2, admeasuring 643 sq. ft.
Builder buyer agreement	N/A	N/A
Total sale consideration	Rs.26,50,430/- [pg. 11 of complaint]	Rs.26,50,429/- [pg. 11 of complaint]
Amount paid	Rs.6,62,670/- (page 11 of complaint)	Rs.6,62,722/- (page 11 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/5739/2024 titled as Manoj Devi 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/5739/2024 titled as Manoj Devi v/s M/s Czar Buildwell Private Limited

S. N.	Particulars	Details
1.	Name of the project	Mahira Homes-104
2.	Nature of the project	Affordable group housing
3.	Area of the project	10.44375 acres
4.	RERA Registered/ not registered	Revoked vide order dated 11.03.2024 by the Authority.
5.	Unit no.	T-1-1101 (page 16 of complaint)
6.	Unit area admeasuring	643.55 sq. ft. (page 16 of complaint)
7.	Date of booking	05.11.2021.2021
8.	Allotment letter	03.12.2021 (page 16 of complaint)

9.	Date of BBA	N/A
10.	Possession clause	**NOT AVAILABLE**
11.	Date of building plan approval on	25.10.2021 [as per the information provided by the respondent on website at the time of registration of project]
12.	Date of environment clearance	27.04.2022 [as per the website of SEIAA, Haryana]
13.	Due date of possession	27.04.2026 [calculated from 4 years from the date of E.C]
14.	Total Sale consideration (TSC)	Rs. 26,50,430/- [Page 11 of the complaint]
15.	Amount paid by the complainant	RS. 6,62,607/- [Page 11 of the complaint]
16.	Occupation certificate /Completion certificate	N/A
17.	Offer of possession	N/A

B. Facts of the complaint:

5. The complainant has made the following submissions: -

i. That the respondent is a company, working in field of development of residential commercial projects in the name of Czar Buildwell Private Limited.

ii. That the Real Estate Project named "MAHIRA HOMES-104", is the subject matter of present complaint, is situated at Village Dhanwapur, Sub-Tahsil,

Kadipur, Sector-104A, Gurugram-122005, Haryana, a project being developed under the Affordable Housing Policy, 2013.

iii. This aforesaid company have issued an allotment letter, and raised payment receipts etc. with the complainants in the capacity of promoter.

iv. That in year 2021, the respondent through its marketing executives approached the complainant with an offer to invest and buy a flat in the proposed project namely "Mahira Homes-104" in Sector-104A, Gurugram. The respondent had represented its project as one of the reasonable projects having all basic amenities. The complainant, while relying on the representations and warranties of the respondent and believing them to be true, had agreed to the proposal of the respondent to book the residential flat of total sale consideration of Rs.26,50,430/- in the project of the respondent vide application bearing no 17521 for allotment of a residential apartment. Accordingly, the complainant had paid Rs.6,62,607.47/- vide cheque bearing no. 213097626147&HDFCR52021121483598314 dated 05/11/2021 & 14/12/2021 at the time of booking of the residential.

v. That the complainants was one of the successful applicants in the draw conducted on 03/12/2021 by the respondent for the allotment of residential apartments in the aforementioned project and the complainant was allotted a residential flat bearing unit no.1101 in tower no.1, having carpet area of 643.55 sq. ft. approx. and balcony area of 145.365q.ft. approx. vide allotment letter dated 03/12/2021.

vi. That thereafter, the respondent started raising demands for money instalments from the complainant, which were duly paid by the complainant as per agreed timelines. That the complainant had paid a total of rs.rs.6.62,607.47/- towards the sale consideration as on today to the respondent as per the payment schedule and demands of the respondent.

vii. That the respondent as per agreed timelines took the hard earned money of the complainant but to the utter shock of the complainant, there was no construction carried out for the said project of the respondent as per the schedule informed to the complainant and the respondent miserably failed to carry out its part of the obligations as under the Real Estate Regulatory Authority Act, 2016, which proves that the main objective of the respondent was to cheat and defraud the complainant amongst many other such innocent buyers.

viii. That after numerous follow ups by the complainant the respondent assured the complainant that it would start the construction as per the scheduled plan. However, the respondent did not fulfil its promise even after taking numerous instalments and have not started the construction till the present day. This act of the respondent clearly showcases the respondent's scheme to extract 100% of the payment from the complainant without carrying out any sort of construction for the said project.

ix. After this the complainant kept visiting the offices of the respondent. The complainant again requested the respondent to refund his money to which the respondent agreed to refund the complainant money and said that the money will be refunded only after complainant submit all the original documents related to the booking to the company along with the refund request and cancellation request. The respondent has assured that they will refund amount within a month. That thereafter, the respondent cancelled the said unit of the complainants as they were not able to complete the construction and made the complainants sign a "checklist for cancellation" form dated 26/05/2022 and the respondent assured that they will be refunded amount within a month. It is pertinent to mention here that the complainants never wanted to cancel the said unit as it was their dream home that they had

purchased from their hard-earned money but the respondent having malafide intentions after extracting Rs.5,62,607.47/- illegally from the complainant and cancelled the complainant's said unit.

x. The complainant had faced all these financial burdens and hardship from their limited income resources, only because of respondent's failure to refund the amount of Rs.6,62.607.47/-. failure of commitment on the part of respondent has made the life of the complainant miserable socially as well financially. Therefore, the respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no-fault on their part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured her to buy a flat in the aforesaid residential project of the respondent.

xi. That the cause of action accrued in favour of the complainant and against the respondent on 26/05/2022 when the complainant had booked the said flat and in Mahira Homes 104, Sector 104, Gurgaon, Haryana, when the respondent cancelled the complainant allotment of the aforesaid flat and it further arose when respondent failed /neglected to refund the amount paid by the complainant upon cancellation of the said unit. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has not refunded the amount paid by the complainant towards the sale consideration of the aforesaid flat even after various repeated requests made by the complainant to the respondent in this regard.

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.6,62,607/- along-with interest to the complainant.

7. The present complaint was filed on 22.11.2024. The authority issued a notice dated 25.11.2024 of the complaint to the respondent by speed post and also on the given email address at info@mahiragroup.com was duly served on 29.11.2024. 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.6,62,607/- along-with interest to the complainant.

15. The complainant applied for the allotment in the affordable housing project i.e., "Mahira Homes-104" located in sector-104, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Private Limited. The respondent issued an allotment letter dated 03.12.2021 in favour of the complainant and thereby intimated to the complainant about the allotment of unit no. T1-1101, tower-T1, 11th floor in the project of the respondent at the sale consideration of Rs.26,50,430/-. He has paid a sum of Rs.6,62,607/- towards the subject unit. The possession of the unit was to be offered within 4 years from the approval of building plans (25.10.2021) or from the date of environment clearance (27.04.2022), whichever is later, which comes out to be 27.04.2026 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.6,62,607/- 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.6,62,607/- 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