

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

Complaint no. : 4390 of 2024
Order pronounced on : 31.10.2025

Akanchha
R/o: H.NO 22, Rohini Near G D Goenka School,
Begumpur, North West

Complainant

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 Arun Kumar

Chairman

APPEARANCE:

Prabhat Chowdhary (Advocate)
None

**Complainant
Respondent**

EX- PARTE 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 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 complainant, 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 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.	T7-302, 3 rd floor (page 22 of complaint)
6.	Unit area admeasuring	643.27 sq. ft. (page 22 of complaint)
7.	Allotment letter	08.12.2020 (page 17 of complaint)
8.	Date of execution of flat buyer's agreement	15.11.2021 (page 21 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</i>

		<i>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 <i>[Note: Due date of possession to be calculated 4 years from the date of building plan dated 18.09.2020 being later]</i>
13.	Total sale consideration	Rs. 26,49,344/- <i>(as per SOA on page 52 of complaint)</i>
14.	Amount paid by the complainant	Rs.13,24,670/- <i>(as per SOA on page 52 of complaint)</i>
15.	Occupation certificate	N/A
16.	Offer of possession	N/A

B. Facts of the complaint:

- i. That the complainant is an allottee within the meaning of Section 2 (d) of the Real estate (Regulation and Development) Act, 2016.
- ii. That the respondent is a private limited company incorporated company under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services working in field of construction and development of residential as well as commercial projects across the country in the name of M/s CZAR Buildwell Private Limited.

- iii. That the Real Estate Project named "MAHIRA HOMES-95", which is the subject matter of present complaint, is situated at Village Dhorka, Sector-95, Gurgaon, Haryana, India, Pin-122005.
- iv. That the respondent is the developer/promoter of the aforesaid residential project and had developed sold and marketed the aforesaid residential project.
- v. That the respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines.
- vi. That the respondent while launching and advertising any new housing project always commits and promises to the targeted consumer that their dream home will be completed and delivered to them within the time agreed initially in the agreement while selling the dwelling unit to them. They also assured to the consumers like complainant that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers in general.
- vii. That in 2015, the respondent through its marketing executives and advertisement done through various medium and means approached the complainant with an offer to invest and buy a flat in the proposed project of respondent, which the respondent was going to launch the project namely "MAHIRA HOMES_95" on Village Dhorka, Sector-95, Gurgaon, Haryana, India, Pin-122005. The respondent had represented to the complainant that the respondent is very ethical business house in the field of construction of residential and commercial project and in case the complainant would invest in the project of respondent then they would deliver the possession of proposed flat on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured to the complainant that

the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. 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 in the project of respondent.

- viii. That the respondent arranged the visit of its representatives to the complainant and they also assured the same as assured by the respondent to the complainant, wherein it was categorically assured and promised by the respondent that they already have secured all the sanctions and permissions from the concerned authorities and departments for the sale of said project and would allot the residential flat in the name of complainant immediately upon the booking.
- ix. That relying upon these assurances and believing them to be true, the complainant booked the residential flat by vide application No. MH-95-M6222 and after draw of lots allotted unit no. T7-302 Unit Type 3BHK Unit Type-A in Tower T 7 having Carpet Area of 643.28 Sq. Ft. for total sale consideration of Rs. 26,49,344/- at the proposed project to be developed by respondent. It was assured and represented to the complainant by the respondent that they had already taken the required necessary approvals and sanctions except environment clearance from the concerned authorities and departments to develop and complete the proposed project on the time as assured by the respondent.
- x. That the respondent assured the complainant that it would allot the flat at the earliest. However, the respondent did not fulfil its promise and have not allotted the flat as agreed by issuing a provisional allotment letter dated 08.12.2020 and executed the builder buyer agreement on 15th November 2021.

- xi. That from the date of booking subsequently, the respondent had raised various demands for the payment of instalments on complainant towards the sale consideration of the said flat and the complainant has duly paid and satisfied all those demands without any default or delay on their part.
- xii. That the complainant had paid the sale consideration to the respondent for the said flat. As per the records of the complainant, the complainant had already paid Rs. 13,24,670/- towards the sale consideration as on today to the respondent as demanded by it, time to time.
- xiii. That according to clause 4 of builder buyer agreement the promised date of delivery of said flat is 48 months from the date of receiving environment clearance which is also not compiled by the respondent. however, in some other complaints decided by the present authority the due date of possession comes out to be 27.04.2026, (due date of possession is calculated from the date of environment clearance i.e., 27.04.2022 being later) but the respondent has still not constructed and handed over the flat to the complainant.
- xiv. That thereafter the complainant had tried her level best to reach the representatives of the respondent to seek a satisfactory reply in respect of the said flat or but all in vain. The respondent has started ignoring the complainant and had not given any reply.
- xv. That the complainant had communicated to the respondent inquiring the status of project, but respondent choose not to reply anything. The complainant had also written emails to the respondent and its office bearers demanding the refund of their hard-earned money, paid as the sale consideration of aforesaid flat, as the respondent misappropriated the money for its personal use to the respondent paid by the complainant.
- xvi. That the conduct on the part of the respondent has cleared the dust on the fact that all the promises made by the respondent at the time of sale of the said flat were fake and false. The respondent had made all those false, fake, wrongful

and fraudulent promises just to induce the complainant to buy the said flat basis its false and frivolous promises, which the respondent never intended to fulfil. The respondent in its advertisements had represented falsely regarding the area, price, quality and the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.

- xvii. That the complainant being induced the respondent, contacted the official representatives of respondent company many times to get the information of construction progress and the same was ignored intentionally and deliberately. It is pertinent to mention that the complainant visited the construction site and was shocked to see the land where project had to constructed was empty/barren land as no construction activity was going nevertheless not even a single worker/labour was at construction site.
- xviii. That the conduct/affairs of the respondent company towards the allottees is so adverse that the license of the respondent company i.e. 31 of 2019, 128 of 2019, 24 of 2020 and 66 of 2021 was blacklisted on 17.05.2022 on account of submission of forged & fabricated bank guarantees.
- xix. That it is furthermore stated that the respondent company acted, fraudulently on various occasion to extort the hard-earned money of the complainant by securing money for barren/empty land by the name of the Project "Mahira Homes" as the respondent failed to achieve its construction milestone.
- xx. That the complainant had faced all these financial burdens and hardship from their limited income resources, only because of respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of respondent has made the life of the complainant miserable socially as well financially as all their personal financial plans and strategies were based on the date of delivery of possession as agreed by the respondent.

C. Relief sought by the complainant:

3. The complainant has 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 01.10.2024. The counsel for the respondent neither appeared nor filed the reply in the complaint. Despite multiple opportunities for filing reply on 24.11.2025, 23.05.2025, 22.08.2025, 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. 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 complainant.

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 complainant at a later stage.

E. Findings on relief sought by the complainant:

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 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. T7-302, tower-T7, 3rd floor in the project of the respondent at the sale consideration of Rs.26,49,344/- . He has paid a sum of Rs.13,24,670/- towards the subject unit. Thereafter, the builder buyer agreement has been executed between the parties on 15.11.2021. 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 approval of building plans being later.

11. 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.

12. 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

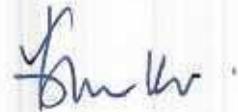
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

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....."

13. 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.13,24,670/- 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.

14. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate
Regulatory Authority,
Gurugram

Dated: 31.10.2025



HARERA
GURUGRAM