

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

Date of decision: - 17.10.2025

NAME OF THE BUILDER		Sai Aaina Farms Private Limited	
PROJECT NAME		"Mahira Homes" at sector 68, Gurgaon, Haryana	
S. No.	Case No.	Case title	Appearance
1.	CR/3470/2024	Jay Singh VS Sai Aaina Farms Private Limited	Shri Rajan Kumar Hans Adv. (Complainant) None (respondent)
2.	CR/3784/2024	Yashpal Singh VS Sai Aaina Farms Private Limited	Shri Rajan Kumar Hans Adv. (Complainant) None (respondent)

CORAM:

Shri Arun Kumar

Chairman

EX-PARTE ORDER

1. This order shall dispose of both the complaints titled above, filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "*the Act*"), read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "*the Rules*"). Since the core issues arising in all the complaints are similar in nature, and the complainant(s) in the aforementioned matters are allottees of the same project, namely "Mahira Homaes", Sector 68, Gurugram., being developed by the same respondent-promoter, i.e., Sai Aaina Farms Private Limited they are being adjudicated together. The terms and conditions of the Builder-Buyer Agreements executed between the

parties are also substantially similar. The central issue involved in all these complaints pertains to the failure of the respondent-promoter to deliver possession of the units within the stipulated period as per the Builder-Buyer Agreements.

- The details of the complaints, reply status, unit no., date of allotment letter, date of agreement, due date of possession, offer of possession and relief sought are given in the table below:

"Mahira Homes" at sector 68, Gurgaon, Haryana						
<p>Possession Clause 8.1: 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 Promoter/Developer and not being in default under any part hereof and Apartment Buyer's Agreement including but not limited to the timely payment of instalments of the other charges as per the payment plan, Stamp Duty and registration charges, the Promoter /Developer proposes to offer possession of the Said Apartment to the Allottee within a period of 4 year from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."</p> <p>Occupation certificate received on N/A Offer of Possession: N/A</p>						
S r. N o	Complaint No./Date of filing/ Reply status	Unit no. and area	Date of execution of builder buyer's agreement	Due date of possessio n	Total sale considerati on	Amount Paid up by the complainan t
1	CR/3470/ 2024 DOF: 17.07.2024 Reply not received	II-105 admeas uring 541.78 sq. ft.	29.01.2019 [Page 22 of complaint]	05.06.2022 [Note: Due date of possession to be calculated 4 years from the date of environme ntal clearance dated 27.04.2022 being later]	Rs. 22,17,114/- (as per BBA on page 26 of complaint)	Rs.23,94,484 /- (As per SOA on 48 of complaint)

2.	CR/3784/2024 DOF: 21.08.2024 Reply not received	l-1707 admeasuring 536.65 sq. ft.	20.06.2018 (page 18 of complaint)	05.06.2022 [Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 27.04.2022 being later]	Rs. 21,96,572/- (as per BBA on page 26 of complaint)	Rs.19,54,225 /- (As per SOA on 43 of complaint)
Relief sought: Possession along with delay possession charges.						

3. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/3470/2024 titled as Jay Singh VS. Sai Aaina Farms Private Limited** are being taken into consideration for determining the rights of the allottee(s).

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:

S. No.	Particulars	Details
1.	Name and location of the project	"Mahira Homes" at Sector 68, Gurugram, Haryana
2.	Nature of the project	Affordable group housing colony
3.	Project area	9.96875 acres
4.	DTCP license no.	106 of 2017 dated 22.12.2017
5.	Name of licensee	Mohan investment and properties Pvt. Ltd. and others.
6.	Date of cancellation of license no. 106 of 2017	09.05.2022 (Taken from another case of the same project i.e., CR/3322/2023 decided on 11.03.2025)



7.	RERA Registered/ not registered	Registration revoked by the Authority vide order dated 11.03.2024
8.	Allotment letter	14.05.2018 (page 21 of complaint)
9.	Unit no.	H-105 (at page 16 of complaint)
10.	Unit area admeasuring	541.78 sq. ft. (carpet area) (at page 16 of complaint)
11.	Date of building plan approval	23.02.2018 (As per information provided by Planning Branch of the Authority)
12.	Environmental clearance dated	05.06.2018 (As per information provided by Planning Branch of the Authority)
13.	Date of execution of flat buyer's agreement	29.01.2019 (page 22 of complaint)
14.	Possession clause as per BBA	<p>8. Possession</p> <p><i>"8.1 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 Promoter/Developer and not being in default under any part hereof and Apartment Buyer's Agreement including but not limited to the timely payment of instalments of the other charges as per the payment plan, Stamp Duty and registration charges, the Promoter /Developer proposes to offer possession of the Said Apartment to the Allottee within a period of 4 year from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Dote"), whichever</i></p>

		<i>is later."</i> <i>(Emphasis supplied)</i>
15.	Possession clause as per Affordable Housing Policy, 2013	1(IV) of the Affordable Housing Policy, 2013 <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 period from the date of commencement of project.</i>
16.	Due date of possession	05.06.2022 [Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 27.04.2022 being later]
17.	Total sale consideration	Rs. 22,17,114/- (as per BBA on page 26 of complaint)
18.	Amount paid by the complainant	Rs.23,94,484/- (As per SOA on 48 of complaint)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

B. Facts of the complaint:

5. The complainant has made the following submissions: -

- a) That sometime around the year 2018, the Respondent advertised the launch of its new project namely "Mahira Homes" (hereinafter referred to as "*the Project*"), situated at Sector-68, Village Badshahpur, Gurugram, Haryana. The Respondent painted a rosy picture of the Project through its advertisements, making tall claims and representing that the Project was an affordable group housing project launched under the Haryana Affordable Housing Policy, 2013, notified by the Government of Haryana. It was further represented that the Project would be developed over 10 acres of sprawling land, strategically located at a walking distance from IFFCO Chowk and Rajiv

Chowk on NH-8, offering affordable residential living. It was also represented that the Project would be a paradise in itself, with thoughtfully designed apartments ensuring a close connection with nature and equipped with well-planned amenities.

- b) That believing the representations made by the Respondent company and being in search of a cost-effective residential abode, the Complainant opted to book a residential flat in the said Project. Accordingly, vide Application No. 3145, the Complainant applied for booking of a residential flat by paying an amount of ₹1,12,000/- (5% of the total cost of the unit) towards booking.
- c) That thereafter, a draw of lots was conducted by the Respondent on 27.04.2018, wherein the Complainant emerged successful. Consequently, vide Allotment Letter dated 14.05.2018, the Respondent allotted Unit No. H-105, situated on the 1st Floor of Tower 'H', admeasuring a **carpet** area of 541.78 sq. ft. along with a balcony area of 99.94 sq. ft., for a total sale consideration of ₹22,17,114/-.
- d) That thereafter, an Apartment Buyer's Agreement was executed between the Complainant and the Respondent on 29.01.2019 for the unit in question. As per Clause 8.1 thereof, the Respondent undertook to complete construction and hand over possession within four years from the date of approval of building plans (23.02.2018) or the grant of environmental clearance (05.06.2018), whichever was later, i.e., on or before 05.06.2022.
- e) That in accordance with the demands raised by the Respondent, the Complainant continued making payments in the hope of receiving possession of his dream home. However, sometime around mid-2021, the Complainant visited the Project site and was shocked to see the actual construction status. To the utter dismay of the Complainant, the Project

was still at an inception stage, despite the lapse of more than three years from the date of booking and launch, and despite the Respondent having received almost the entire sale consideration. There were hardly any labourers present at the site and the construction was completely stalled. When confronted, the Respondent attributed the delay to **COVID-19** and assured the Complainant that construction would resume shortly and possession would be delivered as per schedule. Having already deposited a substantial amount, the Complainant had no option but to rely upon such assurances.

- f) That thereafter, when no intimation regarding possession was received, the Complainant again visited the Project site, only to find that snail-paced construction was going on with merely 5-6 labourers present, and the Project was nowhere near completion. The Complainant raised serious concerns with the Respondent's representatives, expressing apprehension that possession would not be delivered in the near future as the stipulated date had already elapsed. In response, the Respondent merely assured completion of the Project and threatened cancellation of the unit in case of any default in payment.
- g) That despite the above, the Respondent continued raising payment demands, and the Complainant, under constant fear of cancellation and with the hope of eventual possession, kept making payments. Till date, the Complainant has paid a total sum of ₹23,94,484/-, exceeding the total sale consideration of ₹22,17,114/-, strictly in accordance with the demands raised by the Respondent.
- h) That thereafter, to the utter shock of the Complainant, he came to know that the Respondent company had been blacklisted by the Department of Town and Country Planning (DTCP) and that License No. 106 of 2017 pertaining to the Project was cancelled on 09.05.2022. Further inquiry

revealed that vide Blacklisting Order dated 17.05.2022, DTCP had blacklisted the Respondent and also lodged an FIR for grave violations, including fabrication of bank guarantees and forgery of bank officials' signatures. The Complainant was left aghast. When confronted, the Respondent's representatives attempted to brush aside the issue by claiming it to be a departmental misunderstanding.

- i) That thereafter, the Real Estate Regulatory Authority, Gurugram, took suo motu cognizance of the blacklisting, license cancellation, and misconduct of the Respondent and registered Suo Motu Complaint No. RE-RA-GRG-2651-2022 dated 28.05.2022 against Project Mahira Homes-68.
- j) That subsequently, the Respondent filed several applications seeking review of the blacklisting order. Vide order dated 21.07.2022, DTCP withdrew the blacklisting subject to stringent conditions, including submission of construction status and restriction on raising demands. Thereafter, vide order dated 26.08.2022, DTCP permitted raising of demands subject to compliance. Further, vide order dated 05.09.2022, the Principal Secretary, DTCP, set aside the license cancellation and directed the Respondent to complete construction and hand over possession within six months, which direction the Respondent has failed to comply with.
- k) That from May 2022 till date, construction at the Project site has been completely stalled. The suo motu proceedings before this Hon'ble Authority and parallel proceedings before DTCP are still ongoing. The Complainant, along with other allottees, has been running from pillar to post seeking justice. Numerous representations were also made to the STP for monitoring construction, but to no avail.
- l) That the Complainant, along with other buyers, has staged protests and repeatedly approached the STP, Gurugram, seeking continuous monitor-

ing of the Project. Despite repeated representations by government authorities, the Respondent has failed to comply with directions or resume construction.

- m) That since June 2022, the Complainant has relentlessly pursued the Respondent for completion of the Project, but without success. Alarming, 100% payment was extracted by the Respondent by 2021 itself, thereby wrongfully retaining the Complainant's hard-earned money.
- n) That the delay in handing over possession has caused immense mental agony and financial hardship to the Complainant, who is compelled to pay rent as well as EMIs. Even if the tower were to be completed, the Complainant cannot be expected to reside in an incomplete Project lacking basic amenities. Hence, the Complainant seeks delayed possession charges along with other reliefs.
- o) That throughout the period from booking till date, the Complainant acted in good faith and fulfilled all obligations, whereas the Respondent failed to adhere to the agreed timelines.
- p) That the Complainant has been severely exploited by the Respondent. Even after more than five years, the Complainant has been left without possession, suffering financial distress and mental trauma.

C. Relief sought by the complainant:

- 6. The complainant has sought following relief(s):
 - I. Direct the Respondent to resume construction and offer possession of the unit in question after obtaining Occupation Certificate;
 - II. Direct the Respondent to handover a complete unit to the Complainant in accordance with the specifications mentioned in the agreement;

- III. Direct the Respondent to pay delayed possession charges to the Complainant on the principal amount paid by the Complainant, from the due date of possession till the date of actual handing over after receipt of valid Occupation Certificate and after completing the unit as per the specifications mentioned in the agreement;
7. The present complaint was filed on 17.07.2024 and registered as complaint no. 3784 of 2024. Notice sent to the respondent through e-mail (crm@mahiragroup.com) was duly served on 22.08.2024. Notice sent to the respondent through post was also duly served. As per the registry, the complainants sent a copy of the complaint along with annexures via speed post as well as email. The tracking report for the same was submitted by the complainants along with the complaint. Despite proper service of notice, neither the respondent put in appearance before the Authority nor any written reply filed till date. In view of the above, the matter was proceeded ex-party against respondent vide order dated 17.10.2025 and the matter is being decided based on the facts and documents submitted with the complaint, which remain undisputed.
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 on the basis of 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.1 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) 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.

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.” (Supra) and reiterated in case of “M/s Sana Realtors Private Limited & other Vs 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 case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

E. Findings on the relief sought by the complainant.

- E.I Direct the Respondent to resume construction and offer possession of the unit in question after obtaining Occupation Certificate;
- E.II Direct the Respondent to handover a complete unit to the Complainant in accordance with the specifications mentioned in the agreement;
- E.III Direct the Respondent to pay delayed possession charges to the Complainant on the principal amount paid by the Complainant, from the due date of possession till the date of actual handing over after receipt of

valid Occupation Certificate and after completing the unit as per the specifications mentioned in the agreement;

15. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.
16. The factual matrix of case reveals that the complainants had booked a residential unit in the Affordable Group Housing project of the respondent named "Mahira Homes-68" at Sector-68, Gurugram and was allotted a unit bearing no. H-105, having carpet area of 541.78 sq. ft vide allotment letter dated 14.05.2018. A buyer's agreement dated 29.01.2019 was executed between the parties. The complainant has paid an amount of Rs.23,94,484/- against the total sale consideration of Rs. 22,17,114/-.
17. In the present complaint, the complainant intends to continue with the project and is seeking possession along with interest as per Section 18(1) of the Act and the same is reproduced below for ready reference: -

"Section 18: - Return of amount and compensation

18(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.

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

18. As per clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

1 (iv)

"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 the policy."

19. **Due date of handing over of possession:** 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 building plan approval and environment clearance in respect of the said project on 23.02.2018 and 05.06.2018 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 05.06.2022.
20. The Authority considering the above facts opines that the due date of possession (05.06.2022) has lapsed much before the time of filing of the present complaint on 17.07.2024. The Authority observes that the registration certificate granted by the authority has already been revoked on 11.03.2024 and even licence of the respondent-promoter has been expired and at present the project is scrapped. Further, Section 18 of the Act is invoked if the promoter is unable to handover possession of the unit due to discontinuance of business as developer on account of suspension or revocation of registration under this Act



or any other reason then the allottee shall be entitled to refund of the entire amount paid to the respondent along with prescribed rate of interest.

21. 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 fulfilment of certain conditions. Also, on 19.05.2022, all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016. On 06.11.2023, the Authority initiated suo-moto revocation proceedings under Section 35 of the Act. 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 freezed therefore, this amounts to discontinuation of business of the respondent.

22. 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 and also due to the promoter's serious violations, there seems no possibility of completing the said project in near

future. Thus, the Authority is of the view that the complainant is entitled to his 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.

23. **Admissibility of refund at prescribed rate of interest:** Proviso to Section 18 of the Act provides that where an allottee(s) intends to withdraw from the project, the promoter shall be liable 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 and it has been prescribed under Rule 15 of the Rules, *ibid*. Rule 15 is reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19

For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."

24. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
25. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as

on date i.e., 17.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

26. Accordingly, the respondent is obligated to refund the paid-up amount of Rs.23,94,484/- received by it along with interest at the rate 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:

27. 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):
- I. The respondent/promoter is directed to refund the paid-up amount of, Rs.23,94,484/- to the complainant 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.
 - III. The respondent is directed not to create third party right against the unit before full realization of the amount paid by the complainant. If any transfer is initiated with respect to the subject unit, the receivable from that property shall be first utilized for clearing dues of the complainant-allottee.



28. This decision shall mutatis mutandis apply to cases mentioned in para 2 of this order wherein details of paid-up amount is mentioned in each of the complaints.
29. The complaint and application, if any, stands disposed of.
30. File be consigned to the registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.10.2025

HARERA
GURUGRAM