

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

Date of decision: 14.11.2025

NAME OF THE BUILDER		M/s Czar Buildwell Private Limited	
PROJECT NAME		Mahira Homes	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5162/2024	Rajpal Singh V/s M/s Czar Buildwell Private Limited	Sh. Sumit Dagar None
2.	CR/59/2025	Bimla Devi V/s M/s Czar Buildwell Private Limited	Sh. Yogesh Chhabra 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:		
<p><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></p>		
OC: Not obtained		
Offer of possession: Not Offered		
Comp no.	CR/5162/2024	CR/59/2025
Allotment letter	07.05.2022 [Page 15 of complaint]	N/A
Unit no. and area	T1-1102, 11 th floor admeasuring 643.28 sq. ft.	T5-1803, 18 th floor admeasuring 643.27 sq. ft.
Builder buyer agreement	Not executed	29.12.2021 [Page 20 of complaint]
Total sale consideration	Rs.26,49,344/- [pg. 16 of complaint]	Rs.26,49,344/- [as stated by complainant]
Amount paid	Rs.6,65,000/- (page 19 of complaint)	Rs.16,55,834/- (as per SOA on page 56 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/5162/2024 titled as Rajpal Singh 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/5162/2024 titled as Rajpal Singh 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.	T1-1102, 11 th floor (page 15 of complaint)

6.	Unit area admeasuring	643.27 sq. ft. (page 15 of complaint)
7.	Allotment letter	07.05.2022 (page 15 of complaint)
8.	Date of execution of flat buyer's agreement	Not executed
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	Not available
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 per payment plan on page 16 of complaint)
14.	Amount paid by the complainant	Rs.6,65,000/- (as per SOA on page 19 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. That the respondent is a Company, working in field of construction and development of residential as well as commercial projects across the country in the name of Czar Buildwell Private Limited.
- ii. That the Real Estate Project named "Mahira Homes 95", which is the subject matter of present complaint, is situated at Village Dhorka, Sector-95, District Gurugram, therefore, the Hon'ble Authority do have the jurisdiction to try and decide the present Complaint.
- iii. That in 2021, 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, District Gurugram. 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.
- iv. 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. Relying upon those assurances and believing them to be true, the complainant filed an application seeking allotment of a unit and finally was allotted a residential flat bearing T 1-1102 on 11th Floor in Tower-T1 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.

- v. That the respondent assured the complainant that it would allot the flat at the earliest and maximum within one month. However, the respondent did not fulfil its promise and have not allotted the flat as agreed by issuing a provisional allotment letter dated 07.05.2022 and not yet got executed the builder buyer agreement.
- vi. That from the date of booking and till today, the complainant had raised various demands for execution of builder buyer agreement and the complainant has duly paid the amount for the same and satisfied all those payments made by the complainant without any default or delay on his part, the respondent had failed to get the builder buyer agreement executed.
- vii. That the respondent assured the complainant that it would execute the flat buyer agreement at the earliest and maximum within one week. However, the respondent did not fulfil its promise and the same was not executed as agreed.
- viii. Upon the regular follows up of the complainant, the respondent had executed an allotment letter dated 03.02.2022 allotting the aforesaid flat in favour of the

complainant. Thereafter, the respondent started raising the demand of money /instalments from the complainant, which was duly paid by the complainant as per agreed timelines. That the complainant has paid as on date Rs.1,31,000 + Rs.5,34,000 (application fee, to the respondent towards the total sale consideration i.e. Rs.26,49,344/-.

- ix. That the complainant, approached the respondent many times to refund the money which was paid towards the sale consideration as he was not willing to proceed with his booking but the respondent started ignoring him by giving him excuses and made the complainant run from pillar to post to for his money.
- x. That in the month of October 2024, the complainant, issued a legal demand notice dated 04.10.2024 which was duly served.
- xi. That as of today, the respondent, did not refund the money of the complainant and is still making the complainant run from pillar to post to for his money.
- xii. That the complainant had paid the sale consideration to the respondent for the said flat. as per the records of complainant, the complainant had already paid Rs.6,65,000/- towards the sale consideration as on today to the respondent as demanded by it, time to time.
- xiii. That the complainant had communicated to the respondent inquiring the status of project but respondent chose not to reply anything. The complainant had also written e-mails 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
- xiv. That the conduct on the part of respondent has cleared the dust on the fact that all the promises made by the respondent at the time of sale of 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.

- xv. That the complainant had faced all these financial burdens and hardship from their limited income resources, only because of respondent's failure to fulfil 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. Therefore, the respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no-fault on his part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured them to buy a flat in the aforesaid residential project of the respondent.
- xvi. That the complainant recently visited the site of aforesaid project and shocked to see that the project is totally pending.
- xvii. That the conduct on the part of the respondent regarding delay in processing of refund has clearly manifested that the respondent never ever had any intention to deliver the unit on time as agreed. 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.
- xviii. That the cause of action accrued in favour of the Complainant and against the Respondent on 04.10.2024, when the complainant had sent a legal notice to the respondent demanding refund of the said flat and is still subsisting on day-to-day basis as the respondent has still nor processed the refund.

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.6,65,000/- along-with interest to the complainant.
7. The present complaint was filed on 05.11.2024. The authority issued a notice dated 21.02.2025 of the complaint to the respondent by speed post and also on the given email address at info@mahiragroup.com was duly served on 06.11.2024. 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.6,65,000/- 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 07.05.2022 in favour of the complainant and thereby intimated to the complainant about the allotment of unit no. T1-1102, tower-T1, 11th floor in the project of the respondent at the sale consideration of Rs.26,49,344/-. He has paid a sum of Rs.6,65,000/- 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.6,65,000/- 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.

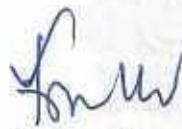
F. Directions of the authority:

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.6,65,000/- 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: 14.11.2025