

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

Complaint no. : 462 of 2025
Date of complaint : 11.02.2025
Date of order : 03.12.2025

Simmi Sharma,
R/o: - WZ-171, Street No.1, Sadh Nagar,
Palam Colony, New Delhi-110045.

Complainants**Versus**

M/s Mahira Buildtech Private Limited
Having Regd. Office at: - 311A, Global Foyer Mall,
Golf Course Road, Sector-43, Gurugram-122002.

Respondent

CORAM:
Ashok Sangwan

Member

APPEARANCE:
K.K Kohli (Advocate)
None

**Complainant
Respondent****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 thereunder or to the allottees as per the agreement for sale executed *inter se*.



A. Unit and project related details

2. 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 103, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	5.4037 acres
4.	DTCP license no.	31 of 2019 dated 01.03.2019 valid up to 28.02.2024
5.	RERA Registered/ not registered	Revoked vide order dated 11.03.2024
6.	Unit no.	905, Tower-H (As per page no. 41 of the complaint)
7.	Unit area admeasuring	570 sq. ft. (Carpet area) (page 41 of the complaint)
8.	Date of allotment	25.09.2020 (page 20 of complaint)
9.	Date of building plan approval	29.03.2019 (As per project details)
10.	Environmental clearance dated	29.01.2020 (As per project details)
11.	Execution of BBA	17.11.2021 (page 24 of complaint)
12.	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>
13.	Due date of possession	29.07.2024

		[Calculated as 4 years from the date of grant of environmental clearance i.e., 29.01.2020 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
14.	Total sale consideration	Rs.23,53,300/- (as per SOA dated 22.12.2021 on page 52 of complaint)
15.	Amount paid by the complainant	Rs.17,64,974/- (as per SOA dated 22.12.2021 on page 52 of complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions: -
 - I. That based on the various representations made by the respondent, the complainant booked a unit and was allotted a unit bearing no. 608, tower-B admeasuring 570 sq. ft. in the project of the respondent named "Mahira Homes-103, Sector-103, Gurugram vide allotment letter dated 25.09.2020. Thereafter, a builder buyer agreement dated 17.11.2021 was executed between the parties.
 - II. That the complainant in pursuance of the allotment letter and the BBA paid an amount of Rs.17,64,974/- to the respondent based on different demands raised by it.
 - III. That in terms of clause 4A of the BBA, the respondent was liable to hand over the possession of a said unit before 29.01.2024. However, the unit has not been handed over yet and that there is no construction going on at site.

IV. That as the complainant understand from the orders of the Authority in Suo motu matter no. RERA-GRG-2544-2022, that the RERA registration of the respondent has been cancelled.

C. Relief sought by the complainant:

4. The counsel for the complainant has filed an application for amendment of relief from possession and delay possession charges to refund of the amount paid along with interest stating that the complainant vide present complaint was previously seeking possession of unit along with delay possession charges. However, the complainant has come to know that registration for the project has been revoked by the Authority and due to uncertainty of the project being delivered, the complainant does not wish to pursue the said reliefs. After considering the facts and circumstances of the case, the application for amendment of relief was allowed by the Authority vide proceedings dated 03.12.2025. The complainant is now seeking the following relief(s).
 - i. Direct the respondent to refund the entire paid-up amount along with interest.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.
6. Despite due service of notice through email, no reply has been received from respondent with regard to the present complaint and also none has put in appearance on its behalf before the Authority. In view of the above, vide proceedings dated 08.10.2025, the respondent was proceeded ex-parte.
7. 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

8. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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.

11. 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.

F. Findings on the relief sought by the complainant.**F. I Direct the respondent to refund the entire paid-up amount along with interest.**

12. The complainant was allotted a residential apartment bearing no. 608, Tower-B, 6th Floor having carpet area of 570 sq.ft. in the Affordable Group Housing project of the respondent named "Mahira Homes-103" at Sector-103, Gurugram vide flat buyer's agreement dated 17.11.2021 for a total sale consideration of Rs.23,53,300/- against which the complainant has made a payment of Rs.17,64,974/- as and when demanded by the respondent. The Authority observes that 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 the building plan approval and environmental clearance in respect of the said project on 29.03.2019 and 29.01.2020 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 29.07.2024.
13. 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 fulfillment of certain conditions. Also, on 19.05.2022 all the accounts were frozen by the Authority due to non-compliance of the provisions of the Act, 2016. On 06.11.2023 the Authority initiated suo-motu revocation proceedings under Section 35 of the Act, 2016. 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 frozen therefore, this amounts to discontinuation of business of the respondent.

14. The Authority considering the above mentioned facts opines that Section 18 of the Act, 2016 is invoked if 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** or any other reason than the complainants shall be entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion is reproduced herein below for the ready reference:

"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:....."

15. 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 therefore, the promoter cannot carry out the business in presence of the said circumstances, also due to the promoter's serious violations, there seems no possibility of completing the said project by the due date. Thus, the Authority is of the view that the complainant is entitled to her 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. Accordingly, the Authority directs the respondent to refund the paid-up amount of Rs.17,64,974/- 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.

G. Directions of the authority

16. 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):
- The respondent is directed to refund the paid-up amount of Rs.17,64,974/- 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.



- 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.
17. Complaint stands disposed of.
18. File be consigned to registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 03.12.2025



HARERA
GURUGRAM