

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

Date of decision: 10.10.2025

NAME OF THE BUILDER		M/s Czar Buildwell Private Limited	
PROJECT NAME		Mahira Homes	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4351/2024	Sahil Gulyani V/s M/s Czar Buildwell Private Limited	Sh. Sahil Gulyani None
2.	CR/6240/2024	Tapa Chakraverty V/s M/s Czar Buildwell Private Limited	Sh. Gaurav Bhardwaj 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, Gurugram, Haryana.
Possession clause:		
Possession clause: 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.		
OC: Not obtained		
Offer of possession: Not Offered		
Comp no.	CR/4351/2024	CR/6240/2024
Allotment letter	03.12.2021 [Page 16 of complaint]	04.02.2022 [Page 18 of complaint]
Unit no. and area	T1-808, 8 th floor admeasuring 643.55 sq. ft.	T2-307, 3 rd floor admeasuring 642.36 sq. ft.
Builder buyer agreement	24.05.2022 (page 26 of complaint)	02.05.2022 (page 22 of complaint)
Total sale consideration	Rs.26,50,430/- [pg. 95 of complaint]	Rs.26,45,634/- [pg. 30 of complaint]
Amount paid	Rs.5,33,898/- (As per payment receipts on page 18-19 of complaint)	Rs.11,94,346/- (As per payment receipts on page 19-21 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.
 5. 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/4351/2024 titled as Sahil Gulyani 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**
3. 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/4351/2024 titled as Sahil Gulyani 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-1-808, 8 th floor (page 16 of complaint)



6.	Unit area admeasuring	643.55 sq. ft. (page 16 of complaint)
7.	Allotment letter	03.12.2021 (page 16 of complaint)
8.	Date of BBA	24.05.2022 (page 26 of complaint)
9.	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 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>
10.	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]
11.	Date of environment clearance	27.04.2022 [as per the website of SEIAA, Haryana]
12.	Due date of possession	27.04.2026

		[calculated from 4 years from the date of E.C]
13.	Total Sale consideration (TSC)	Rs. 26,50,430/- [as per SOA on Page 95 of the complaint]
14.	Amount paid by the complainant	RS. 5,33,898/- [as per payment receipts on 18-19 of the complaint]
15.	Occupation certificate /Completion certificate	N/A
16.	Offer of possession	N/A

B. Facts of the complaint:

4. The complainant has made the following submissions: -

- i. That the complainant is an allottee within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The respondent, is a private limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the field of construction and development of residential as well as commercial projects across the country in the name of M/s CZAR Buildwell Pvt Ltd. That the real estate project named "Mahira Homes-104", which is the subject matter of present complaint, is situated at Sector-104, District Gurugram. That the project is an affordable housing project.
- ii. That the allotment of the flat was to be done through a draw process and the complainant applied for the same and paid Rs 590/- for registration and Rs.1,28,709/- as the booking amount vide Challan Number DP46995, DP47005 on 30.10.2021 and received application receipt with serial number 16617, from CZAR Buildwell Pvt Ltd, as an acknowledgement of the payments made.

- iii. Thereafter, the complainant got selected in the draw and was allotted with a unit bearing no. T1-808, Type-2BHK+Utility, Type-1 on 8th floor in Tower T-1, vide allotment letter dated 03.12.2021. That the respondent after sharing the allotment letter started raising the demand of money/instalment from the complainant, through the demand/ tax invoice no "DL-MH104-2122-195", dated 05.12.2021, which was duly paid by the complainant, through online payment of Rs 1,35,743/- on 18.12.2021 and Rs 3,98,155/- on 12.01.2022, and the same was acknowledged as received by the respondent, through the payment receipt ID "37369" dated 19.12.2021 and payment receipt ID "40049" dated 15.01.2022.
- iv. That it is pertinent to mention that the respondent started raising the demand of money/instalments, even when the flat buyer agreement was not executed by the respondent. Upon the regular follow ups by the complainant, the flat buyer agreement was finally executed on 24.05.2022 at Garhi Harsaru Tehsil, Gurugram
- v. That the complainant has paid as on date Rs. 6,62,607/- including Rs 1,28,709 + Rs 1,35,743 + Rs 3,98,155, to the respondent towards the total sale consideration i.e. Rs.26,24,640/-.
- vi. That complainant 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.
- vii. That, upon further investigation/inquiries, the complainant found that the Authority on 28.05.2022 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 only excavation work for tower 2, 3 & 4 was started at site.

- viii. Moreover, on 17.05.2022 the Director Town & Country Planning blacklisted the said developer from grant of license on account of submitting forged and fabricated bank guarantees and forged signatures of the bank officials on the bank guarantees being submitted by the respondent, which was subsequently withdrawn by the department on 21.07.2022 subject to fulfilment of certain conditions.
- ix. Also, on 19.07.2022 all the accounts were frozen by the authority due to non-compliance of the provisions of the Act, 2016.
- x. That after concluding that the respondent has made multiple defaults, delays, fraud and would not be fulfilling their promises, the complainant, approached the respondent, in the month of September 2022, for the cancellation of the booking and the refund of money which was paid towards the sale consideration, for which the respondent agreed and handed him a form titled as checklist for cancellation and directed the complainant to submit the same with the accompanying documents.
- xi. That the complainant did the same and submitted the required documents as per the checklist for cancellation, including the application for refund, affidavit, all original documents, cancelled cheque, copy of Aadhaar card and bank statement confirming the transaction, which was signed and acknowledged by the respondent on 17.09.2022. That thereafter, the respondent, as per its assurance did not refund the money and started ignoring him by giving lame excuses and made the complainant run from pillar to post to get his money.
- xii. That from 17.09.2022 till today, it has been almost 1 year and 11 months, the respondent has not refunded the money as per its assurance, neither provided

any satisfactory response to the complainant and misappropriated the money of the complainant, despite the regular follow ups through multiple mails sent by the complainant on 22.11.2022, 30.01.2023, 13.03.2023, 06.04.2023, 03.05.2023, 04.05.2023, 12.06.2023, 16.06.2023, 12.07.2023, 07.09.2023, 25.11.2023 and 27.08.2024.

- xiii. 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.
- xiv. That the cause of action accrued in favour of the complainant and against the respondent on 17.09.2022, when the complainant had submitted the required documents as per the checklist for cancellation, of the said flat and is still subsisting on day-to-day basis as the respondent has still not processed the refund.
- xv. That the complainant also found that on 06.09.2023 the authority initiated suo-moto 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 may amount to discontinuation of business.
- xvi. That therefore, the complaint prays to the respective authority to direct the respondent to provide the refund of the amount already paid by the complainant (Rs 6,62,607/-), against the allotted unit along with the interest at prescribed rate.

C. Relief sought by the complainant:

5. The complainant has sought following relief(s):
 - a. Direct the respondent to refund the entire paid-up amount of Rs.5,33,898/- along-with interest to the complainant.
6. The present complaint was filed on 17.09.2024. The authority issued a notice dated 17.09.2024 of the complaint to the respondent by speed post and also on the given email address at info@mahiragroup.com was duly served on 18.09.2024. 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.
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 based on these undisputed documents and submission made by the complainant.

D. Jurisdiction of the Authority:

8. 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

9. 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

10. 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.

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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
12. 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."

13. 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.5,33,898/- along-with interest to the complainant.**
14. 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. T1-808, tower-T1, 8th floor in the project of the respondent at the sale consideration of Rs.26,50,430/-. He has paid a sum of Rs.5,33,898/- towards the subject unit. Thereafter, the builder buyer agreement has been executed between the parties on 24.05.2022. 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.
15. 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.

16. 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....."

17. 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.5,33,898/- 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:

18. 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.5,33,898/- 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.
19. Complaint stands disposed of.
 20. File be consigned to registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 10.10.2025