

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

Complaint no. : 130 of 2025
Date of complaint : 24.01.2025
Date of order : 14.11.2025

Sandeep Kumar,
Both R/o:- H. No. G-84, ST Apartment,
Gali No. 1, Palam Extension, Sector-7
Dwarka, Delhi-110045

Complainant

Versus

Mahira Buildtech Pvt Ltd.
Regd. Office at: 302-A, Global foyer
building, Golf Course Road
Sector- 43, Gurugram- 122001

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Sunil Kumar (Advocate)

Complainant

EX-PARTE ORDER

1. The present complaint has been filed by the complainant/allottees 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 allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, 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, Gurugram, Haryana
2.	Nature of the project	Affordable group housing colony
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	Registration revoked by the Authority vide order dated 11.03.2024
6.	Allotment letter dated	01.07.2019 [Page 48 of complaint]
7.	Unit no.	1401, Tower H [Page 48 of complaint]
8.	Unit area admeasuring	570 sq. ft. (Carpet area) [Page 48 of complaint]
9.	Date of building plan approval	29.03.2019 [As per information provided by planning branch of the Authority]
10.	Environmental clearance dated	29.01.2020 [As per information provided by planning branch of the Authority]
11.	Execution of BBA	10.11.2020 [Page 18 of complaint]
12.	Possession clause as per Affordable Housing Policy, 2013	<i>1(IV) of the Affordable Housing Policy, 2013</i> <i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or</i>

		<i>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 [Due date of possession is calculated from the date of environmental clearance i.e., 29.01.2020 being later + 6 months on account of COVID-19]
14.	Total sale consideration	Rs.23,53,300/- [As per SOA dated 04.12.2021 on page 49 of complaint]
15.	Amount paid by the complainant	Rs.23,53,300/- [As per SOA dated 04.12.2021 on page 49 and receipts on page 51 and 52 of complaint]
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
- i. That the complainant is a law-abiding citizen of India and is fully conversant with the facts and circumstances of the present matter and verify the present complaint.
 - ii. That respondent "M/S Mahira Buildtech Pvt. Ltd. " is a company incorporated under the Companies Act, 1956 having registered office at 302-A, Global Foyer, Sector-43, Golf Course Gurugram, road, Haryana-122002.
 - iii. That as per Sec 2(z k) of the Real Estate (Regulation and Development) Act, 2016, the respondent fall under the category of "promoters" and

are bound by the duties and obligations mentioned in the said Act and are under the territorial jurisdiction of this Authority.

- iv. That the complainant and the respondent entered into a flat buyer's agreement dated 10.11.2020 which was executed in Sub-registrar office of Kadipur, Gurugram having reg. no. 2675, Book No. 1, year 2020-2021 wherein the respondent developer was to develop a residential township by the name and style of "Mahira Homes-103" HRERA registration no. 15 of 2019 dated 01.04.2019.
- v. That the complainant was allotted a flat bearing No. 1401, Unit type-A on 14 Floor in Tower 11, having carpet area 570 square feet, Balcony area 153 square feet site situated in the revenue of village Tikampur & Daultabad, Sub-Tehsil Kadipur, Sector-103, Distt. Gurugram, Haryana and in lieu of and as per the terms and conditions of the agreement the basic sale price and applicable rates for preferential location charges for the flat of Rupees 23,53,300/- stand fully paid in terms of the flat buyer's agreement dated 10.11.2020.
- vi. That the respondent developer had undertaken to develop the project within four years in accordance with the conditions of the License and applicable laws from the date of allotment and as per signing of the present agreement i.e. 10.11.2020. and as per clause no.4 (a) and (g) of the fba and upon failure on the part of the respondent to deliver possession of the allotted plot to the complainant in such scenario the respondent was liable to pay to the complainant compensation calculated at the rate prescribed in the rules for every month of delay, till the offer of the possession of the apartment for residential which shall be paid by the developer to the allottee.

- vii. That admittedly the respondent was to deliver the possession of the apartment on or before 01.03.2023, however, the respondent has failed to deliver the possession of the apartment to the complainant within the stipulated period as such has violated the provisions of the Act.
- viii. That in lieu of the delay caused by the respondent to deliver the possession to the complainant, the respondent has made themselves liable to pay a delay interest penalty for the default period i.e. till the handover of the plot as per the RERA Act, 2016.
- ix. That the complainant followed up with the respondent and requested the respondent to hand over the physical possession of the flat after making payment of the compensation/delay interest penalty, as per the RERA Act, 2016 but the complainant never got any satisfactory response from the respondent. Initially, the respondent gave false hope to the complainant that the complainant would get possession of their plot very soon as all the development work was completed, but whenever the complainant paid a visit to the project site, it was found that the development work was still stopped now and was far from completion. for the default period, which the complainant is entitled as stipulated in RERA Act, 2016. That it is more than 4 years from the date of the agreement which clearly shows the negligence on the part of the builder.
- x. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a clear deficiency in service on the part of the respondent and as such, they are liable to compensate the complainant, as per RERA Act, 2016.

- xii. That there is a clear unfair trade practice and breach of contract and deficiency in the services of the respondent, and it seems that fraud has been played with the complainant which is prima facie clear on the part of the respondent which makes them liable under the provisions of the RERA Act.
- xiii. That the cause of action for the present complaint arose on 03.12.2020, when the respondent failed to deliver/ hand over the possession of the plot as per the plot buyer agreement. Further, the cause of action still subsisting on month to month as the respondent is not paying the mutually agreed compensation for its failure to deliver the apartment within the stipulated time period and despite assurances given by them that the possession would be delivered within the agreed time as agreed under agreement.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s):
 - I. To get an order in its favour directing the respondent to refund of the entire sum to the tune of Rs. 23,53,300/- paid by the complainant to the respondent till date because the respondent has failed to adhere to the terms and conditions agreed with the complainant. Further the delay in the commencement of the project is attributable to the respondent only.
 - II. To award interest on the sum of Rs.23,53,300/- w.e.f. 01.07.2019 till its realization as the respondent has utilized the money paid by the complainant to its advantage and also earned profits on the same. The respondent has also failed and neglected to refund the money paid to them.

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.

D. Reply by the respondent

- a) The Authority observes that despite due service of notice, neither anyone has appeared on behalf of respondent nor reply to the present complaint has been received on its behalf till date. In view of the above, vide proceedings dated 14.11.2025, the respondent was proceeded ex-parte.
6. 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 complainants.

E. Jurisdiction of the authority

7. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. 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.

E.II Subject matter jurisdiction

9. 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.

10. 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 complainants.

F.I To get an order in its favour directing the respondent to refund of the entire money / sum to the tune of Rupees 23,53,300/- paid by the complainant to the respondent till date because the respondent has failed to adhere to the terms and conditions agreed with the complainant. Further the delay in the commencement of the project is attributable to the respondent only.

F.II To award interest on the sum of Rupees 23,53,300/- w.e.f. 01.07.2019 till its realization as the respondent has utilized the money paid by the complainant to its advantage and also earned profits on the same. The respondent has also failed and neglected to refund the money paid to them.

11. The above-mentioned reliefs sought by the complainant are being taken together, as the findings in one relief will necessarily affect the outcome of the others and the same being interconnected.
12. 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-103" at Sector-103, Gurugram and was allotted a unit bearing no. 1401, having carpet area of 270 sq. ft vide allotment letter dated 02.05.2018. An agreement to sale dated 10.11.2020 was executed between the parties. The complainant has paid an amount of Rs. 23,53,300/- against the total sale consideration of Rs. 23,53,300/-.

13. The Authority considering the above facts opines that the due date of possession has lapsed much before the time of filing of the present complaint on 24.01.2025. 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.
14. 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.

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 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.
16. **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."

17. 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.
18. 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., 14.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
19. Accordingly, the respondent is obligated to refund the paid-up amount of Rs. 23,53,300/- 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.

G. Directions of the authority

20. 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. 23,53,300/- 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.
21. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
22. Files be consigned to the registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.11.2025

HARERA
GURUGRAM