

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

**Complaint no. : 4556 of 2024**  
**Date of complaint : 16.09.2024**  
**Date of order : 27.01.2026**

Jyoti Khandelwal  
R/o: - H. No. 588, Brijwasan , South Delhi

**Complainant**

Versus

1. M/s Mahira Buildtech Private Limited  
**Having Regd. Office at: - 302A, Global Foyer,  
Golf Course Road, Gurugram.**

2. Sikander Chokker  
**Having Regd. Office at: - A-2/15 Dlf Phase -1,  
Sector 26A, Gurugram**

**Respondents**

**CORAM:**

Arun Kumar

Chairman

Phool Singh Saini

Member

**APPEARANCE:**

Kasturi Samal (Advocate)

Ashish Sharma (Advocate)

None

**Complainant  
Respondents**

**HARERA**  
GURUGRAM

**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.	1703, 17 <sup>th</sup> floor Tower-C (As per page no. 34 of the complaint)
7.	Unit area admeasuring	586 sq. ft. (Carpet area) (page 34 of the complaint)
8.	Date of allotment	01.07.2019 (page 22 of complaint)
9.	Date of building plan approval	29.03.2019 (As per information provided by planning branch)
10.	Environmental clearance dated	29.01.2020 (As per information provided by planning branch)
11.	Execution of BBA	21.11.2019 (page 29 of complaint)
12.	Possession clause as per Affordable Housing Policy, 2013	<b>1(IV) of the Affordable Housing Policy, 2013</b> <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</i>

		<i>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.23,94,000/- (as per BBA)
15.	Amount paid by the complainant	Rs.24,17,696/- (as per SOA dated 13.03.2023 on page 68 of complaint & as stated by the complainant in its 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 the complainant was induced to buy the said at on the basis of assurances & representations made by respondent i.e. 'M/s Mahira Buildtech Pvt. Ltd.'. The project was aimed at making homes luxurious and smart without costing the price to nature.
- II. That the respondent obtained License bearing No. 31 of 2019 dated 01.03.2019 granted by the Director-General Town and Country Planning for the project land admeasuring 5.40347 acres situated at Sector 103, Gurugram, Haryana for constructing and developing an Affordable Group Housing Colony in the name and style of 'MAHIRA HOMES-103'. The project was aimed at making homes luxurious and smart without costing the price to nature. So when the buyer get by being a part of this township is not just a priceless home, but also unique views, peaceful surroundings and a great community to stay



with. Spread over a huge 5 acres of land, Mahira Homes 103 Dwarka Expressway is everything anyone wish to be for a home.

- III. That believing these representations of the respondent company and on the lookout for a cost effective abode for herself, the complainant books a residential flat in the said project and accordingly, vide application bearing no. 5537 dated 01.07.2019, applied for a booking of a residential flat. The respondent misused its position as a dominant party to a contract and drafted a one-sided flat buyer's agreement and made the complainant sign on the dotted lines. The said flat buyer's agreement was executed on 21.11.2019.
- IV. That the complainant duly made all payments on time as and when demanded without prejudice to his rights. As per the said agreement the total deal was finalized for the said flat for an amount of Rs.24,17,940/- and as per the schedule of the payment Mrs. Jyoti Khandelwal had paid the amount of Rs.24,17,696/- till date 01.03.2023.
- V. That based on false assurances and representations given by the respondent and its agents, the complainant had applied to the developer/respondent No.1 for allotment of the flat in the said project vide application no. 5537 dated 01.07.2019. Pursuant to the aforesaid application, in the draw held on 01.07.2019 in the presence of officials of DGTCP/DC, Gurugram and therefore 'flat no.1703, unit type-2bhk unit type-b on 17<sup>th</sup> floor in tower-c having carpet area of 586.00 sq. ft and balcony area of 143 sq. ft on 17<sup>th</sup> floor together with the two-wheeler open parking site, in the project was allotted to the allottee herein. The total sale consideration of Rs. 24,17,940.00/- was fixed for the said flat allotted and a time linked payment plan/ schedule was opted.



- VI. That the allottee after caught in the web of false promises of respondent i.e., company made a payment of Rs. 1,15,000.00/- in cash. Thereafter, as per the payment schedule issued by 'M/s Mahira Buildtech Pvt. Ltd', the allottee herein paid Rs.4,89,509.00/- vide RTGS-UTIBR52019071700361273 on 17.07.2019 then Rs.3,02,242.00/- vide NEFT AXXSK200140014266 on 14.07.2020, then Rs.1,50,000.00/- vide NEFTAXSK201980002449 on 16.07.2020, then Rs.1,52,219.00/- vide NEFT- AXSK202470019007 on 03.09.2020, then Rs. 3,02,242.00/- vide UTIBR52021020500359692 on 05.02.2021, then Rs.1,50,000.00/- vide NEFT- AXMB212042871687 on 23.07.2021, then Rs.1,50,00.00/- vide NEFT-AXMB212650468065 on 22.09.2021, then Rs.1,54,484.00/- vide NEFT-AXMB220113425163 on 11.01.2022, then Rs.75,000.00/- vide NEFT-AXMB220479428366 on 16.02.2022, then Rs. 75,000.00/- vide NEFT-AXMB220952009908 on 5.04.2022 then Rs. 50,000.00/- vide NEFT-AXMB230467574750 on 15.02.2023, then Rs. 1,50,000.00/- vide NEFT-AXMB230478052976 on 16.02.2023 and then Rs. 1,02,000.00/- vide NEFT-AXMB230602604979 on 01.03.2023, against the said flat.
- VII. Thereafter, on 21.11.2019 the said flat buyer's agreement signed and executed between the complainant and respondent. As per the clause 4 of the said FBA, the possession of said flat was supposed to be delivered within 4 years from the date of the approval of building plans or grant of environment clearance, making the due date of handing over of possession of the flat in question i.e. 27.08.2023. However, the respondent no. 1 neither complete the construction nor offered possession of the said flat till date which shows a total delay of 5 Years, which resulted in failure by respondent no. 1 to offer



possession of the said project to the allottees including the complainants on time.

- VIII. That the respondent prepared the said FBA for only protecting itself through various one-sided and unilateral clauses without giving any bargaining power to the complainants. It clearly shows about the fraud and misrepresentation on the part of the Respondent who adopted the unfair trade practices by using unilateral clauses in the said FBA and by not mentioning the specific date of delivery of possession of the said flat. That in any case, if builder creates an agreement which is not ethical correct or entraps the allottees in feeble situation can't held valid.
- IX. That the allottee of the said flat visited several times the office of the respondent and requested to know the status of construction of the project in question. However, the respondent was not able to provide the same to the allottee herein as there was no construction at all and the hard-earned money of the allottee was misused by the respondent. The allottee of the said flat in question found that the work in Tower-C was not started and that the said project cannot be complete along with all the facilities/ amenities in time as promised by the respondent.
- X. That respondent failed to complete the construction and to offer possession of the said flat on time, as per the said FBA. That the various requests were made telephonically. However, the respondents neither acknowledged nor responded properly to the same. According to clause 24.B of the FBA, the developer also agreed *that on default by the developer under the condition listed above, allottee is entitled to the following:*

- i. *The allottee shall have the option of terminating the agreement in which case the developer shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the apartment, along with the interest at the rate prescribed in the rules within 90 days of receiving the termination notice.*
- ii. *Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid by the developer interest at the rate prescribe in the rules, for every month of delay till handing over of the possession of the apartment, which shall be paid by the developers to the allottee within 90 days of it becoming due*

XI. According to the provision of the Real Estate (Regulation and Development) Act, 2016, it is well established that the buyer is entitled to claim the refund of the amount along with interest if the promoter fails to complete or is unable to give possession of an apartment. However, the respondent miserably failed to discharge their obligations and did not do the needful.

XII. Hence, the complainant is entitled for refund of Rs. 24,17,696/- i.e., the amount paid against the said flat along with interest at the prescribed rate of Real Estate Regulatory Authority. The said interest is claimed by the complainant by way of damages also since the respondent have been enjoying the hard-earned money of the complainant and consequently either earning interest thereon or saving interest.

**C. Relief sought by the complainant:**

4. The counsel for the complainant vide proceedings dated 30.01.2026 has clarified that the complainant is seeking refund of the amount paid along with interest as per the provisions of the Act, 2016. Thus, the complainant is now seeking the following relief(s).

- i. Direct the respondent to refund the amount paid i.e Rs. 24,17,696/-/- against the aid flat along with interest as prescribed rate from the date of each payment till the date of realization.
  - ii. Direct the respondent to pay Rs. 1,00,000/- for mental agony and harassment cause to the complainant and Rs. 1,00,000/- for litigation cost and expenses.
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, no reply has been received from the respondents 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 27.01.2026, the defence of the respondents were struck off and were 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 parties.

**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.

**E. Findings on the relief sought by the complainant.**

**E.I Direct the respondent to refund the amount paid i.e Rs. 24,17,696/-/- against the aid flat along with interest as prescribed rate from the date of each payment till the date of realization.**

12. The complainant was allotted a apartment bearing no. 1703, Tower-C, 17<sup>th</sup> Floor having carpet area of 586 sq.ft. in the Affordable Group Housing project of the respondent no.1 named "Mahira Homes-103" at Sector-103, Gurugram vide allotment letter dated 01.07.2019. The flat buyer's agreement was executed between the complainant and the respondent no. 1 on 21.11.2019 for a total sale consideration of Rs.23,94,000/- against which the complainant has made a payment of Rs.24,17,696/- as and when demanded by the respondent no.1. 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 no.1 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 no.1 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/promoter 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/promoter.

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 then the complainant shall be entitled for refund of the entire amount paid to the respondent/promoter 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 no.1 to refund the paid-up amount of Rs.24,17,696/- received by it along with interest at the rate of 10.80% 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.

**E.II Direct the respondent to pay Rs. 1,00,000/- for mental agony and harassment cause to the complainant and Rs. 1,00,000/- for litigation cost and expenses.**

16. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

**F. Directions of the authority**

17. 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/promoter is directed to refund the paid-up amount of Rs.24,17,696/- received by it along with interest at the rate of 10.80% 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.

18. Complaint stands disposed of.

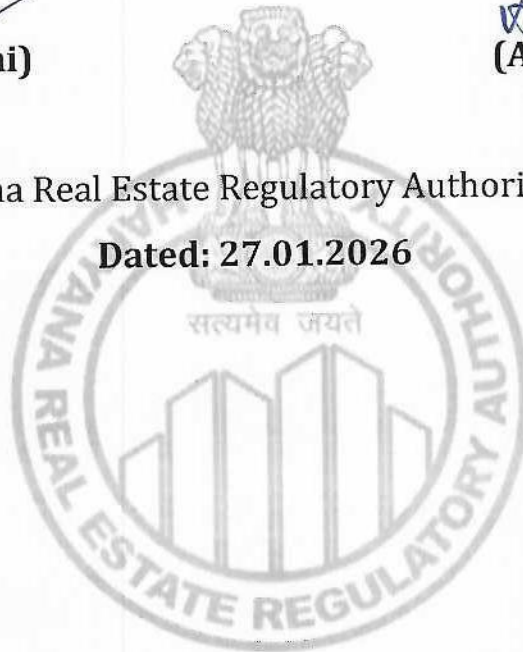
19. File be consigned to registry.

  
**(Phool Singh Saini)**  
Member

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 27.01.2026**



**HARERA**  
**GURUGRAM**