

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

Complaint no.: 1857 of 2025
Date of filing: 21.04.2025
Date of order: 30.01.2026

Saurav Banerjee

R/o: H. No. Ramkrishna Apartment, B-704,
Plot 12, Sector-23, Dwarka, New Delhi -
110077.

Complainant

Versus

M/s Czar Buildwell Private Limited

Regd. Office at: 302-A, Global Foyer Mall,
Sector-43, Golf Course Road, Gurugram -
122009.

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Gaurav Bhardwaj

None

Complainant

Respondent

EX-PARTE 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 provision 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Mahira Homes 104" at Village Dhanwapur, Sector-104, Gurugram
2.	Project area	10.44375 Acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license	66 of 2021 dated 07.09.2021 Valid up to 06.09.2026
5.	Name of Licensee	M/s Czar Buildwell Private Limited
6.	RERA Registered or not	RERA Registration Revoked
7.	Unit no.	T3-1601, Tower-3 (As mentioned in payment receipt dated 19.12.2021 & 03.02.2023 at page 24 & 28 of complaint)
8.	Unit area	643.66 sq. ft. (carpet area) 145.36 sq. ft. (balcony area) (As mentioned in payment receipt dated 19.12.2021 & 03.02.2023 at page 24 & 28 of complaint)
9.	Acknowledgment of application form	29.10.2021 (As per page no.22 of complaint)
10.	Allotment letter	Not provided
11.	Date of execution of buyer's agreement	Not executed
12.	Date of building plan approval	25.10.2021 (taken from similar complaint of the same project)
13.	Date of environment clearance	27.04.2022 (taken from similar complaint of the same project)
14.	In the absence of the agreement under Affordable housing project, the possession clause given	1(iv)All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or

	under the Affordable Housing Policy 2013 would prevail. Section 1 (iv) of Affordable housing policy 2013 which provides as under:	grant of environment clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.
15.	Due date of possession	27.04.2026 [Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 27.04.2022, being later]
16.	Total sale consideration	Rs.26,47,320/- Rs.25,74,640/- [Rs.4,000/- * 643.66 sq. ft. carpet area] + Rs.72,680/- [Rs.500/- * 145.36 sq. ft. balcony area] (Calculated as per the details as mentioned in receipts at page 24 & 28 of complaint)
17.	Amount paid	Rs.13,25,977/- (as alleged by the complainant at page 13 of complaint as well as per receipt dated 29.10.2021, 19.12.2021 & 03.02.2023 at page 22, 24 & 28 of complaint)
18.	Occupation Certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint:

3. 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, M/s Czar Buildwell Private Limited is a private limited company incorporated company under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.
- II. That the complainant while searching for residential apartment were lured by the advertisements /brochures /sales representatives of the respondent to buy a house in their project namely "Mahira Homes-104"

project at Sector 104, Gurugram, Haryana. The agents and officers of the respondent's told the complainant about the moonshine reputation of the company and the agents of the respondent's made huge presentations about the project mentioned above and also assured that they have delivered several projects in the national capital region prior to this project. The respondent handed over one brochure to the complainant, which projected a very interesting landscaping of the project and went on to incite the complainant to part with their hard-earned money by way of making payments. The respondent claimed that they have taken all due approvals, sanctions and Government permissions towards development and construction of "Mahira Homes-104" project and after representing through brochures, about the facilities to be provided, the respondent managed to impress the complainant, who then decided to invest their hard-earned money in purchasing the unit at "Mahira Homes-104" project.

- III. That the complainant on various representations and assurances made by the respondent, booked the residential flat by vide application no.16054 dated 29.10.2021 and subsequently the demand by the respondent was raised for the booking amount, which was paid by the complainant amounting to Rs.1,29,299/- by vide challan no.DP44963, DP45050 dated 29.10.2021 for the allotment of residential flat in affordable housing colony "Mahira Homes-104".
- IV. That after making the payment the respondent allotted the residential unit bearing no.1601, located on 16th Floor, in Tower- 'T3', admeasuring carpet area of 643.55 sq. ft. and balcony area of 145.36 sq. ft. It is pertinent to mention here that no formal allotment letter has been received from the respondent.
- V. That thereafter the complainant while keeping the purview of payment plan made a payment of Rs.5,34,000/- for the unit in question. That as per

payment plan this amount had to be disbursed within the 14 days of allotment letter and same was acknowledged by the complainant on 16.12.2021 by an instrument No. 000043 which was drawn from HDFC Bank.

- VI. That later the complainant received vide letter dated 09.06.2022 titled as "payment reminder-2" where the respondent demanded for Rs.3,31,373/-. Subsequently the respondent requested the complainant to remit the amount on or before 16.06.2022 where the complainant has already made the payment of Rs.3,31,373/- vide instrument bearing no. 000584 dated 06.05.2022. It is pertinent to mention that no builder buyer agreement has been executed till date for the unit in question between complainant and respondent.
- VII. That the complainant sent a letter dated 14.06.2022 to the respondent inquired about the above-mentioned letter after making the payment of Rs.3,31,373/- but to no avail. That the respondent acted fraudulently intentionally and deliberately by raising illegal demands again and again for the project.
- VIII. That after the payment of each and every demand letter, the complainant was in the hope that they will execute the builder buyer agreement of their unit soon, but the dream of the complainant shattered and scattered as the respondent left no stone unturned to cheat the complainant and extract money from the complainant, by constantly reminding them of termination of their hard-earned money.
- IX. That on 30.01.2023 the respondent again sent a demand letter to the complainant regarding the pending payment of Rs.331,305/- and requested the complainant to remit the amount as soon as possible. Furthermore, the complainant made the payment of Rs.3,31,305/-vide bearing no. 000651 dated 03.02.2023.

- X. That the complainant showed utmost faith in the respondent despite lapse on latter's part in adhering to their obligations. It is pertinent to mention here 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. However, the respondent miserably failed in completing the project as per schedule, as evident from the pictures of the project site elucidating the pitiable pace of construction and the fact that till date, the project is far from handover.
- XI. It is further more stated that the respondent company acted fraudulently on various occasion to extort the hard-earned money of the complainant by securing money for the barren/empty land by the name of the project "Mahira Homes-104" as the respondent failed to achieve its construction milestone.
- XII. That the conduct/affairs of the respondent company towards the allottees is so adverse that the license of the respondent company i.e. 31 of 2019, 128 of 2019, 24 of 2020 and 66 of 2021 was blacklisted on 17.05.2022 on account of submission of forged & fabricated Bank Guarantees. That the license of the respondent company was restored on the severe conditions:
- a. *The colonizer shall follow the construction link plan in all these and shall not demand any additional instalments till proportional construction*
 - ...3. *shall install a sign board at the site showing the detail of flats mortgaged in favour of DCP"*
- XIII. That the Authority has taken Sou Moto Complaint against Project Mahira Homes-104 having complaint No. RERA-GRG-2654-2022 dated 28.05.2022 wherein it was specifically directed by the Authority:
- "On perusal of the comments and final proposal/recommendations of the forensic auditor and expert consultant, it is observed that the interest of the allottees who have invested in the affordable group housing project with the dream of having a home will be served only if the construction work is resumed immediately."*

- XIV. The DCP, Haryana vide its order dated 21.07.2022 ordered withdrawal of its earlier order dated 17.05.2022 regarding blacklisting of the firms Le. M/s Czar Buildwell Pvt. Ltd. and M/s Mahira Buildtech Pvt. Ltd. subject to confirmation of the following:
- a. The colonizer shall follow construction-linked payment in all these project sand shall not demand any additional instalment till proportional constructions against payments already received by it are completed at the site to the satisfaction of STP, Gurugram.*
 - b. The cancellation of allotment made by the colonizer against non-payment by allottees on account of disproportionate demands made by it shall be withdrawn by the colonizer within a week and an ATR in this regard shall be filed with ST, Gurugram.*
 - c. The colonizer shall install a signboard at the site showing the detail of flats mortgaged in favour of DTCP.*
- XV. The forensic auditor and expert consultant has submitted its final proposal and recommended to the authority to de-freeze the bank account subject to terms and conditions as doing so shall facilitate the re-depositing of the misappropriated funds into the project account, which shall enable re-starting the construction work of the project.
- XVI. In view of the recommendations by the forensic auditor and the expert consultant and considering the sentiments of the allottees who are awaiting to get their real estate units, the authority allows de-freezing of bank accounts of M/s Czar Buildwell Pvt. Ltd. and M/s Mahira Buildtech Pvt. Ltd which were earlier frozen by the authority in view of the blacklisting of the promoter companies by DCP. Haryana, subject to all terms and conditions as recommended by the forensic auditor and expert consultant and in particular, but not limited to the certain conditions.
- XVII. That it is absolutely evident that the respondent is involved in unethical/unfair practices so as to extract money from the complainants and the respondent company capriciously involved themselves in demanding money illegally from the companies.

XVIII. That as per Section 18 of the Real Estate (Regulation and Development) Act, 2016, the promoter is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. That accordingly, the Complainants are entitled to aforementioned reliefs in accordance with The Real estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules, 2017.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - a. Direct the respondent to refund the entire amount of Rs.18,29,626/- (Rs.13,25,977/- paid up amount plus Rs.5,03,649/- interest till 21.04.2025) paid by the complainant to the respondent along with the interest as per RERA Act;
 - b. Pass any other order as the Authority may deem fit in the interest of justice.
5. The present complaint was filed on 21.04.2025 and registered as complaint no. 1857 of 2025. As per the registry, complainant sent copies of complaint along with annexures through speed post as well as through email. The tracking report of the same has been submitted by the complainant at page no. 2 & 34 of the complaint. The proof regarding the delivery of the complaint along with annexures made to the respondent, has been submitted by the complainant as available in the file. The registry of the Authority sent a notice with a copy of the complaint along with annexures through speed post on 24.04.2025 bearing tracking no. EH147732774IN and Registry has also sent the notice along with a copy of the complaint through email dated 24.04.2025 and the mail was duly served. Despite service of notice through E-mail as well as speed post, the respondent failed to appear and to submit any reply. Accordingly, the Authority is left with no other

option but to proceed ex-parte against the respondent and hence vide order dated 30.01.2026, 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 based on these undisputed documents and submission made by the complainant.

D. 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.

D. 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.

D. II Subject matter jurisdiction

9. 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.

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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
11. 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."

12. 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 amount along with interest as per RERA Act;

E.II Pass any other order as the Authority may deem fit in the interest of justice.

13. 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 Pvt. Ltd. The respondent intimated to the complainant about the allotment of unit no. T3-1601 in Tower-T3. On knowing about the status of the project, the complainant requested the respondent to refund the amount paid by the complainant as he wanted to withdraw from the project.
14. It is pertinent to mention 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. 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 also forged signatures of the bank officials on the bank guarantees being submitted by M/s CZAR Buildwell Pvt. Ltd which was subsequently withdrawn by the department on 21.07.2022 subject to fulfillment of certain conditions. Also, on 19.07.2022 all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016. 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 freezed, therefore, this amounts to discontinuation of business of the respondent.

15. The Authority considering the above mentioned facts opines that although the due date of possession has not lapsed yet, 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 its 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 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:....."

16. 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 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. Accordingly, the Authority directs the respondent to refund the paid-up amount of Rs.13,25,977/- 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.

F. Directions of the Authority:

17. 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):
 - a. The respondent /promoter is directed to refund the amount i.e., Rs.13,25,977/- 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 its actual realisation.
 - b. 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.



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026