

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

Complaint no.: 2288 of 2025
Date of filing: 16.05.2025
Date of order: 13.02.2026

Harsh Kukreja
R/o: DU - 123, Pitampura, North-West
Delhi, Delhi - 1110034.

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 Vivek Sethi (Advocate)
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 63A" at Sector-63A, Village Behrampur, Gurugram
2.	Project area	4.98 Acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license	128 of 2019 dated 27.11.2019 Valid up to 26.11.2024
5.	Name of Licensee	M/s Czar Buildwell Private Limited
6.	RERA Registered & validity status	RERA Registration Revoked
7.	Unit no.	T1-2304, Floor 23, Tower-1 (As mentioned in allotment letter dated 10.03.2021 of 42 of complaint)
8.	Unit area	507.68 sq. ft. (carpet area) 100 sq. ft. (balcony area) (As mentioned in allotment letter dated 10.03.2021 of 42 of complaint)
9.	Allotment letter	10.03.2021 (As per page no.42 of complaint)
10.	Date of execution of buyer's agreement	16.09.2022 (as per page 47 of complaint)
11.	Date of building plan approval	09.01.2020 (As per data available at TCP, Haryana Official website)
12.	Date of environment clearance	16.06.2020 (As per the website of SEIAA, Haryana)
13.	Possession clause	4.Possession The developer proposes to offer possession of the said apartment to the allottee within a period of 4

		years from the approval of building plans or 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. (As per page 56-57 of the complaint)
14.	Due date of possession	16.06.2024 (Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 16.06.2020, being later]
15.	Total sale consideration	Rs.21,01,544/- (AS per clause 2 of BBA at page 53 of complaint)
16.	Amount paid	Rs.15,76,154/- (as per receipt at page 76-81 of complaint)
17.	Occupation Certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the complainant is a citizen of India and is residing at the address DU-123, Pitampura, North-West Delhi, Delhi - 110034. The grievance of the complainant is that in project "Mahira Homes - 63A" located in Sector 63A, Village Bhrampur, Near Nadiark, opposite of park square building, Gurugram, Haryana was allotted a residential Unit No. T1-2304, Unit Type 2BHK on 23rd Floor in Tower T1, admeasuring 507.68 Sq. Ft.
- II. That the complainant in September 2020 came across an Affordable Housing Scheme Project called "Mahira Homes - 63A" located in Sector 63A, Gurugram, Haryana to be developed by the respondent and after going through brochure and media advertisements suggesting that the

project would contain with modern facilities and decided to invest. The respondent company through its representations and also through its representative represented to the complainant that being owner of land in Sector 89, Gurgaon, Haryana and approached the complainant assuring that the respondent is developing a residential project in the name of "Mahira Homes-63A" on the above said land with modern facilities. The respondent through its representatives further represented to the complainant that the said project would be completed by 2023.

- III. That the complainant initially paid an amount of Rs.1,05,000/- to the respondent company on 02.08.2020 and along with that also filled up application form seeking allotment of residential unit in the abovementioned project on 02.08.2020.
- IV. That the project "Mahira Homes - 63A" located in Sector 63A, Village Bhrampur, Near Nadiark, opposite of park square building, Gurugram, Haryana was registered by RERA vide Registration No. 04 of 2020 dated 20.01.2020 vide registration No. GGM/388/120/2020/04.
- V. That accordingly, allotment letter dated 10.03.2021 was issued to the complainant by the respondent concern. That vide allotment letter dated 10.03.2023, complainant was allotted flat no. T1-2304 (Tower T1 on 23rdFloor) having 2BHK (Type B) with carpet area of 507.68 sq. ft. That the payment was supposed to be paid by the complainant as per construction linked plan as mentioned in Annexure-A of the allotment letter dated 10.03.2021.
- VI. That the complainant thereafter paid following amounts towards the allotted unit/flat to the respondent concern:

Sr. No.	Date	Amount
1.	01.08.2020	1,05,000/-
2.	25.03.2021	4,20,389/-
3.	07.07.2021	2,62,692/-

4.	22.02.2022	2,62,692/-
5.	26.09.2022	2,62,692/-
6.	09.03.2023	2,62,692/-
	TOTAL	15,76,154/-

- VII. That flat buyer agreement was executed between the complainant and respondent developer on 16.09.2022. According to clause 2 of flat buyer agreement total sale consideration of the unit allotted is Rs.21,01,544/. According to clause 4A of flat buyer agreement possession of the flat was supposed to be given to the complainant/allottee within a period of 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later.
- VIII. That accordingly, the complainant paid a total sum of Rs.15,76,154/- to the respondent towards the sale consideration of the above said unit. It is submitted that all the above payments have been made in time to the respondent without any default on the part of the complainant.
- IX. That the complainant has paid more than 70% of the total sale consideration to the respondent concern till date.
- X. That the complainant was shocked to know that RERA, Haryana has revoked RERA registration of the developer qua the project in question vide order dated 11.03.2024.
- XI. That applicable Housing Policy i.e. Haryana Affordable Housing Policy 2013 dated 19.08.2013 and Amended Policy dated 05.07.2019.
- XII. That recently the complainant visited the project and was shocked to know that the construction activities on the site were at halt and the project was far from completion.
- XIII. That on recent visits on the site of the project in question, it transpired that said property is not in a deliverable condition and are far from being offered to be delivered. Hence, the present complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - a. Direct the respondent to refund along with interest as per RERA Rules;
 - b. Direct the respondent to pay Rs.5,00,000/- as part of damage to the complainant on account of mental agony, torture and harassment;
 - c. Direct the respondent to pay Rs.5,00,000/- as compensation to the complainant as part of deficiency of service on your part;
 - d. Direct the respondent to refund of all legal cost of Rs.1,00,000/- incurred by the complainant;
 - e. Pass any other order as the Authority may deem fit in the interest of justice.
5. The present complaint was filed on 16.05.2025 and registered as complaint no. 2288 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 with 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 21.05.2025 bearing tracking no. EH147738012IN and Registry has also sent the notice along with a copy of the complaint through email dated 21.05.2025 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 13.02.2026, 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 along with interest as per RERA Rules;**
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-63A" located in Sector-63A, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Private Limited. The respondent issued an allotment letter dated 10.03.2021 in favor of the complainant and thereby intimated to the complainant about the allotment of unit no. T1-2304 in Tower-T1 for the total sale consideration of Rs.21,01,544/-. He has paid a sum of Rs.15,76,154/- towards the subject unit. Thereafter, the builder buyer agreement has been executed between the parties on 16.09.2022. The possession of the unit was to be offered within 4 years from the approval of building plans (09.01.2020) or from the date of environment clearance (16.06.2020), whichever is later, which comes out to be 16.06.2024, calculated from the date of environment clearance, being later. 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 the physical progress of the project was approximately 5-7% 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 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 19.05.2022 all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016. The Authority initiated Suo-moto revocation proceedings under Section 35 of the Act, 2016. Therefore, 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 and then the complainant is 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.15,76,154/- 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.III Direct the respondent to pay Rs.5,00,000/- as part of damage to the complainant on account of mental agony, torture and harassment;

E.IV Direct the respondent to pay Rs.5,00,000/- as compensation to the complainant as part of deficiency of service on your part;

E.V Direct the respondent to refund of all legal cost of Rs.1,00,000/- incurred by the complainant;

17. The complainant is seeking above mentioned relief w.r.t litigation cost and compensation. The 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. Therefore, the complainant may approach the adjudicating officer for seeking the relief of compensation.

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):
- a. The respondent /promoter is directed to refund the amount i.e., Rs.15,76,154/- 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.
19. Complaint stands disposed of.
20. File be consigned to registry.



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026