

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

**Complaint no.** : 1424 of 2023  
**Date of decision** : 09.01.2026

Karam Chand

**Address:-** House No. 59, Ahirwara, Badshahpur,  
Near Ravidass Mandir, Darbaripur, Gurugram

**Complainant**

**Versus**

Sai Aaina Farms Pvt. Ltd.,

**Address:-** 302-A, 3rd Floor, Global Foyer Building,  
Golf Course Road, Sector-43, Gurugram - 122001

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Ms. Sunita Lamba

**Counsel for Complainant**  
**Counsel for Respondent**

None

**EX-PARTE ORDER**

1. The present complaint dated 06.04.2023 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 there under 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 68, Gurugram, Haryana
2.	Nature of the project	Affordable group housing colony
3.	Project area	9.96875 acres
4.	DTCP license no.	106 of 2017 dated 22.12.2017
5.	Name of licensee	Mohan investment and properties Pvt. Ltd. and others.
6.	Date of cancellation of license no. 106 of 2017	09.05.2022 (Taken from another case of the same project i.e., CR/3322/2023 decided on 11.03.2025)
7.	RERA Registered/ not registered	Registration revoked by the Authority vide order dated 11.03.2024
8.	Allotment letter	12.11.2018
9.	Unit no.	1108, 11 <sup>th</sup> floor, Tower-H (page 29 of complaint)
10.	Unit area admeasuring	543.72 sq. ft. (carpet area) (page 29 of complaint)
11.	Date of building plan approval	23.02.2018 (As per information provided by Planning Branch of the Authority)
12.	Environmental clearance dated	05.06.2018 (As per information provided by Planning Branch of the Authority)
13.	Date of execution of flat buyer's agreement	11.03.2019
14.	Possession clause as per BBA	<b>8. Possession</b> <i>"8.1 Subject to force majeure circumstances, intervention of statutory authorities, receipt</i>



		<p><i>of occupation certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by Promoter/Developer and not being in default under any part hereof and Apartment Buyer's Agreement including but not limited to the timely payment of instalments of the other charges as per the payment plan, Stamp Duty and registration charges, the Promoter /Developer proposes to offer possession of the Said Apartment to the Allottee within a period of 4 year from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Dote"), whichever is later."</i></p> <p style="text-align: right;"><i>(Emphasis supplied)</i></p>
15.	Possession clause as per Affordable Housing Policy, 2013	<p><b>1(IV) of the Affordable Housing Policy, 2013</b></p> <p><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 purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.</i></p>
16.	Due date of possession	<p>05.06.2022</p> <p>[Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 27.04.2022 being later]</p>
17.	Total sale consideration	Rs. 22,24,887/-
18.	Amount paid by the complainant	Rs. 24,02,887/-
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -
- I. That the Complainant had been influenced and allured about the residential affordable Flat/Apartment in an upcoming project "Mahira Homes-68" situated at Sector-68, Village Badshahpur, Gurugram by the company informing the Complainant that there would be world class homes with lifestyle amenities, world class engineering, construction and services conglomerate, dedicated to unwavering pursuit of excellence and innovation across the entire spectrum of infrastructure development including power transmission and distribution in the upcoming project in Sector-68 Badshahpur, Gurugram (Haryana).
  - II. That the Complainant had applied for allotment of a residential flat in Housing Colony to be developed by the respondent at Sector-68, Gurugram under Affordable Housing Policy, 2013 of Government of Haryana.
  - III. That initially at the time of applying the Flat vide Application Form No. 1980, the Complainant had deposited an amount of Rs. 1,12,000/- through Demand Draft 880322 for the Unit No. H-1108, 2BHK Unit Type-A, carpet area 543.72 sq.ft. (excluding balcony area 100 sq. ft) to the respondent.
  - IV. That the respondent has entered into an Apartment Buyer's Agreement dated 11.03.2019 with the Complainant with certain terms and conditions. That the basic price of the above said Unit is Rs. 22,24,887/- and after adding the additional charges of Rs.

1,77,999/-, the total cost of the Unit is Rs. 24,02,877/-, however, the Complainant had already paid the aforesaid amount well within prescribed time period to the respondent.

- V. That at the instance and motivation of the respondent, at the time of booking of the above said project, an assurance was given to the Complainant that the project will be handed over within a period of four years to the Complainant.
- VI. That the Complainant gradually came to realize that the promises of timely possession of the above flat were nothing but false assurances and misrepresentations on the parts of the respondent. There has been a situation where the respondent has failed to deliver possession of the constructed flat as per the schedule that had been promised by the Respondent within 4 years as mentioned in Para No. 8 of Apartment Buyers Agreement.
- VII. That to provide an instance of the ground reality of the status of progress of construction at site, it is brought to the attention of the respondent that they have raised demands were all promptly paid by the Complainant as it reflected from the receipts which is kept by the Complainant, which clearly shows that the Complainant had paid the payment well within time period.
- VIII. That it is abundantly clear by the act and conduct of the respondent that they have not only defrauded the Complainant, but also have violated the terms of the Builders

buyer agreement by not offering possession within four years. It is apparent that the respondent has provided deficient services, is guilty of unfair trade practices, and has planned to fleece to the Complainant of hard-earned money in a well-directed and pre-planned manner.

- IX. That the actions of the respondent are violative of the principles of natural justice and the services rendered are deficient, malafide, unfair, unjust and illegal as have been shown in the preceding paragraphs. The said practices are against the tenants of ethical business.
- X. That the act and conduct of the respondent amounts to grave deficiency in service and unfair trade practice of the highest degree. The respondent has caused great mental agony and physical harassment to the Complainant. The Complainant has paid such a huge amount after collecting his life's savings with hope to move into their own apartment in the NCR region.
- XI. That the respondent is guilty of deficiency in service as per Act. The Complainant has suffered on account of deficiency in service by the respondent by not delivering the possession of the Unit/Apartment to the Complainant well within prescribed time.
- XII. That the respondent by providing false and fabricated advertisement, thereby concealing true and material facts about the status of project and mandatory regulatory compliances, wrongfully induced the Complainant to deposit his hard earned money in their so called upcoming project, with sole dishonest

intention to cheat him and cause him wrongful loss and in this process the respondent gained wrongfully, which is purely criminal act.

XIII. That the Respondent is guilty of deficiency in service as per Act. The Complainant has suffered on account of deficiency in service by the Respondent by not delivering the possession of the Unit/Apartment of the Complainant within time.

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

4. The complainant has sought following relief(s):
  - I. Direct the respondent to handover the physical possession of the office space in the project known as MAHIRA HOMES-68, Gurugram.
  - II. Direct the respondent to get the conveyance deed registered of the demised premises.
5. The present complaint was filed on 06.04.2023 and registered as complaint no. 1424 of 2023. Notice sent to the respondent through e-mail ([crm@mahiragroup.com](mailto:crm@mahiragroup.com)) was duly served. Notice sent to the respondent through post was also duly served. As per the registry, the complainant sent a copy of the complaint along with annexures via speed post as well as email. The tracking report for the same was submitted by the complainant along with the complaint. Despite proper service of notice, neither the respondent put in appearance before the Authority nor any written reply filed till date. In view of the above, the matter was proceeded ex-party against respondent vide order dated 09.01.2026 and

the matter is decided based on the facts and documents submitted with the complaint, which remain undisputed.

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 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) 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 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.**" (Supra) and reiterated in case of "**M/s Sana Realtors Private Limited & other Vs 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 case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

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

E.I Direct the respondent to hand over the physical possession of the office space in the project known as MAHIRA HOMES-68, Gurugram.

E.II Direct the respondent to get the conveyance deed registered at the demised premises.

13. That the Complainant had filed an application for restoration of the present complaint on 05.12.2025. That the present complaint had earlier been adjourned *sine die* vide order dated 25.10.2024 on account of the revocation of the registration certificate of the Respondent's project on 11.03.2024 and the expiry of the promoter's licence. While passing the said order, this Authority was pleased to observe that the Complainant

would be at liberty to revive the complaint as and when the project is revived.

14. That subsequently, other similarly placed allottees/complainant in respect of the same project have approached this Authority, and their matters have been taken up either by way of revival applications or through fresh complaints. In several such matters concerning the same project, this Authority has already been pleased to grant reliefs in favour of the complainant. That the restoration and adjudication of the present complaint is necessary in the interest of justice, equity, and fair play, so as to ensure that the Complainant is also afforded an equal opportunity to have his grievances adjudicated on merits and is not left remediless.
15. That the said application was duly allowed by this Authority vide order dated 09.01.2026.
16. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.
17. The factual matrix of case reveals that the complainant had booked a residential unit in the Affordable Group Housing project of the respondent named "Mahira Homes-68" at Sector-68, Gurugram and was allotted a unit bearing no. 1108, 11<sup>th</sup> floor, Tower-H, having carpet area of 543.72 sq. ft vide allotment letter dated 12.11.2018. A buyer's agreement dated 11.03.2019 was executed between the parties. The

complainant has paid an amount of Rs.24,02,887/- against the total sale consideration of Rs. 22,24,887/-.

18. In the present complaint, the complainant intends to continue with the project and is seeking possession along with interest as per Section 18(1) of the Act and the same is reproduced below for ready reference:

***"Section 18: - Return of amount and compensation***

***18(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.***

***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***

19. As per clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

***1 (iv)***

***"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 the policy."***

20. **Due date of handing over of possession:** 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 has obtained building plan approval and environment clearance in respect of the said project on 23.02.2018 and 05.06.2018 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 05.06.2022.
21. The Authority considering the above facts opines that the due date of possession (05.06.2022) has lapsed much before the time of filing of the present complaint on 06.04.2023. 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.

22. 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.
23. 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.

24. **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.”*

25. 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.

26. 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., 09.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

27. Accordingly, the respondent is obligated to refund the paid-up amount of Rs.24,02,887/- 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.


**F. Directions of the Authority:**

28. 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. 24,02,887/- to the complainant 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.
- 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.

29. The complaint and application, if any, stands disposed of.
30. File be consigned to the registry.

  
(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 09.01.2026

  
**HARERA**  
GURUGRAM