

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

Complaint no.: 5136 of 2025
Date of complaint: 25.09.2025
Date of order: 17.07.2026

Priyanshi Kamra

R/o: J-8, ANUPAM NAGAR, Near Masjid, P.O –
Shankar Nagar, Raipur, Chhattisgarh, India-
492007.

Complainant

Versus

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

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Jagdeep Kumar (Advocate)
None

**Complainant
Respondent**

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 of the project	Mahira Homes, Sector 103, Gurugram, Haryana.
2.	Project area	5.4037 Acres
3.	Nature of the project	Affordable housing project
4.	DTCP license no.	31 of 2019 dated 01.03.2019
	License valid till	28.02.2024
5.	HRERA registered/ not registered	Revoked vide order dated 11.03.2024
6.	Building plan approval dated	29.03.2019 (taken from CR/4556/2024 of same project)
7.	Environment clearance dated	29.01.2020 (taken from CR/4556/2024 of same project)
8.	Welcome letter	21.10.2021 (Page 21 of complaint)
9.	Acknowledgment receipt issued by promoter	26.08.2021 (page 22 of complaint)
10.	Unit no.	1607, Tower-H (as per the demand letter page 24 of complaint)
11.	Unit admeasuring	586 sq. ft. of carpet area (as per the demand letter page 24 of complaint)
12.	Builder buyer agreement	Not executed
	Possession clause (As per Affordable Housing Policy, 2013)	1(IV) of the Affordable Housing Policy, 2013 <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>

13.	Due date of possession	29.07.2024 (Calculated from the date of environment clearance being later i.e. 29.01.2020 including six months grace period in lieu of Covid-19)
15.	Total consideration	Rs. 24,17,940/- (as per the SOA dated 15.12.2021 page 25 of complaint)
16.	Amount paid by the complainant	Rs.21,15,696/- (as per the SOA dated 15.12.2021 page 25 of complaint) Rs.25,35,830/- (as alleged by complainant page 18 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 respondent had advertised themselves as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. The respondent while launching and advertising any new housing project always commits and promises to the targeted consumer that their dream home will be completed and delivered to them within the time agreed initially in the agreement while selling the dwelling unit to them. They also assured to the consumers like complainant that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers in general.
- II. That the respondent was very well aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling unit is the delivery of completed house within the agreed and promised timelines

and that is the prime factor which a consumer would consider while purchasing his/her dream home. Respondent, therefore used this tool, which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that their dream home will be delivered within the agreed timelines and consumer will not go through the hardship of paying rent along-with the installments of home loan like in the case of other builders in market.

- III. That somewhere in the month of June 2021, the respondent through its Business Development Associate approached the complainant with an offer to invest and buy a surrendered or left over flat in respondent's project namely "Mahira Homes 103" in the Sector 103, Gurugram. On 10.06.2021 complainant had a meeting with respondent at the respondents branch office at 302-A, Global Foyer, Sector 43, Golf Course Road, Gurugram where the respondent explain the project "Mahira Homes 103" and highlighted that allotment of apartments under project (Mahira Homes 103) shall be done through draw of lots as per procedure defined under Affordable Housing Policy 2013 notified vide No. PF-27/48921 dated 19.08.2013, respondent represented to the complainant that the respondent is a very ethical business house in the field of construction of residential and commercial project and in case the complainant would invest in the project of respondent then they would deliver the possession of proposed flat on the assured delivery date as per the best quality assured by the Respondent. The respondent confirms to complainant that this project is covers under Pradhan Mantri Awaas Yojana (CLSS) and respondent assure that complainant can avail subsidy on principal outstanding of upto Rs. 2.67 lacs on home loan. The respondent had further assured to the complainant that the respondent has already processed the file for all the necessary sanctions and approvals from the appropriate and concerned authorities for the

development and completion of said project on time with the promised quality and specification. The complainant while relying upon those assurances and believing them to be true, complainant submit application with respondent for 2 BHK Flat measuring 586 sq ft under draw of lots in the aforesaid project of the developer and made payment of application amount of Rs.117890/- vide DTCP department payment gateway dt June 26, 2021.

- IV. That in the said application form, the price of the said flat was agreed at the rate of Rs.4000/- per sq. ft. mentioned in the said application form. At the time of execution of the said application form, it was agreed and promised by the respondent that there shall be no change, amendment or variation in the area or sale price of the said flat from the area or the price committed by the respondent in the said application form or agreed otherwise.
- V. That on October 21, 2021 the respondent issued a welcome letter email along with demand letter for the 87.5% of consideration value of said allotted flat under draw of lots held on October 21, 2021. Offer of allotment through letter dated 21.10.2021 in the name of complainant, respondent offered a residential unit no. 1607, Tower -H (Area 586 sq ft) "Mahira Homes 103" Sector 103, Gurgaon, Haryana at price of Rs.24,17,940/-. (Inclusive of taxes) the said Offer of respondent was accepted by complainant and made the requisite payment of Rs.21,15,696/- to respondent through RTGS dt. 31.12.2019.
- VI. That building plan for the said Project "Mahira Homes 103" was approved by the office of DGTC on 15.03.2019 and due date of possession promised by the respondent at the time of booking was 14.03.2023, which later extended by 6 months due the Covid-19 grace period allowed by the Authority.

- VII. That the respondent did not issued the flat buyers agreement, stating that the left over flats booked nearing completion of construction will directly transfer through conveyance deed and terms and conditions will be as per the AHP 2013 read with notification no. PF-27/15922 dated 05.07.2019.
- VIII. That the respondent has breached the terms of said Clause 5(III)(B) of Haryana Affordable Housing Policy 2013 and failed to fulfill its obligations and has not delivered possession of said flat within the agreed time frame of the Haryana Affordable Housing Policy 2013. The proposed possession date as per Haryana Affordable Housing Policy 2013 was due on 27.08.2023.
- IX. That the Sales Consideration for said Flat was Rs.24,17,940/- (which includes the cost of providing the common facilities) exclusive of Service Tax and GST.
- X. That the complainant has paid the total sum of Rs.25,35,830/- towards consideration value along with applicable taxes to the respondent for the said flat.
- XI. That the conduct on part of respondent regarding delay in delivery of possession of the said flat has clearly manifested that Respondent never ever had any intention to deliver the said flat on time as agreed. It has also cleared the air on the fact that all the promises made by the respondent at the time of sale of involved flat were fake and false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said flat basis its false and frivolous promises, which the respondent never intended to fulfill. The respondent in its advertisements had represented falsely regarding the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.

- XII. That the respondent raised the final demand of Rs.3,02,244/- of consideration value of the said Flat through demand letter dated 01.07.2022, which was duly paid by the complainant on 06.06.2022.
- XIII. That on 18.02.2025 complainant has sent an request letter dated 15.02.2025 through Indian Post to respondent to request them to register the Conveyance Deed of the said flat as the complete payment of Rs.25,35,830/- was already paid to the Respondent on 06/06/2022.
- XIV. That the complainant sent an email dated 14.04.2025 to remind the respondent to complete the conveyance deed formalities, but respondent did not pay any heed to repeated requests of complainant.
- XV. That respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said flat which amounts to unfair trade practice which is immoral as well as illegal. The respondent has also criminally misappropriated the money paid by the Complainant as sale consideration of said flat by not delivering the unit on agreed timelines. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said flat on basis of its false and frivolous promises and representations about the delivery timelines aforesaid housing project.
- XVI. That the respondent has acted in a very deficient, unfair, wrongful, fraudulent manner by not delivering the said flat situated at the project "Mahira Homes 103" Sector-103, Gurugram within the timelines agreed in the Flat Buyer's Agreement and otherwise.
- XVII. That the complaint come to know from the RERA Authority Website that the Authority cancelled the RERA registration No. 15 of 2019 through suo motu complaint No. RERA-GRG-2544-2022 decided on 11.03.2024.
- XVIII. That the respondent's negligence and deficiency in service compelled the complainant to seek the refund of entire payment along with interest from the respondent.

XIX. That the cause of action accrued in favor of the complainant and against the respondent on 26.06.2021 when the complainant had submit application for the said flat and it further arose when respondent failed/neglected to deliver the obligations. The cause of action is continuing and is still subsisting on day-to-day basis.

C. Relief sought by the complainant:

4. The complainant is seeking following relief(s).

- i. In Case of Failure to give Possession the allottee wishes to withdraw from the project and without prejudice to any other remedy available seeks return of the amount received by the promoter in respect of the allotted unit with interest at the prescribed rate
- ii. Direct the respondent to not to create any third party right on said flat, till the respondent not refunded the amount paid along with interest.
- iii. Pass an order to direct the Respondent to pay an amount of Rs. 55,000/- to the complainants as cost of the present litigation.

5. 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 17.07.2026, the defence of the respondent was struck off and 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 parties.

D. Jurisdiction of the Authority

7. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.1 Territorial jurisdiction

8. 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

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.

E. Findings on the relief sought by the complainant.

E.I In Case of Failure to give Possession the allottee wishes to withdraw from the project and without prejudice to any other remedy available seeks return of the amount received by the promoter in respect of the allotted unit with interest at the prescribed rate

E.II Direct the respondent to not to create any third party right on said flat, till the respondent not refunded the amount paid along with interest.

11. The complainant was allotted an apartment bearing no. 1607, Tower-H having carpet area of 586 sq. ft. in the Affordable Group Housing project of the respondent named "Mahira Homes-103" at Sector-103, Gurugram as evident from the demand letter dated 01.06.2022 (Annexure P3). 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 the building plan approval on 29.03.2019 and environmental clearance on 29.01.2020 in respect of the said project. 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 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.

12. 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.
13. 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 than 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:....."

14. 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.

15. Accordingly, the Authority directs the respondent to refund the paid-up amount 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 Pass an order to direct the Respondent to pay an amount of Rs. 55,000/- to the complainants as cost of the present litigation.

16. The complainant is seeking above mentioned relief w.r.t. litigation cost. 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):

- i. The respondent/promoter is directed to refund the paid-up amount 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 direction given in this order, 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: 17.07.2026