

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

Complaint no.: 4909 of 2025
Date of filing of complaint: 24.09.2025
Date of Order: 19.05.2026

Kailash Chugh

Regd. Address: House no. 808, Sector-43 Gurugram,
Haryana-122009

Complainant

Versus

M/s Czar Buildwell Private Limited

Regd. office: 301, Global Foyer, Sector-43, Golf Course
Road, Gurugram-122009

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

None

None

Counsel for Complainant

Counsel for Respondent

EX-PARTE ORDER

1. The present complaint has been filed by the complainants/allottees 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.	Heads	Information
1.	Name and location of the project	Mahira Homes, Sector 104, Gurgaon, Haryana
2.	Nature of the project	Affordable Group Housing
3.	DTCP license no.	24 of 2020 dated 10.09.2020
4.	RERA Registered/ not registered	Registration revoked
5.	Acknowledgment	22.02.2023 (page no. 7 of complaint)
6.	Allotment	25.04.2023 (page no. 9 of complaint)
7.	Apartment no.	1804, Tower- T-7 B, 18 th Floor as per allotment letter dated 25.04.2023 (page no. 9 of complaint)
8.	Unit measuring	641.47 sq. ft. (carpet area) (page no. 9 of complaint)
9.	Date of Agreement for Sale	Not executed
10.	Total sale consideration	Rs.25,65,880 as per payment receipt dated 04.05.2023
11.	Amount paid by the respondent	Rs. 7,05,530/- (page no. 10 of complaint)
12.	Occupation certificate	Not obtained as per DTCP website
13.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions:

a. That the complainant in the month of February–March 2023 approached the representatives of the respondents they informed the complainant that respondent is developing a housing complex known as “**Mahira Homes 104**” situated Sector 104, District Gurugram. The representatives assured the complainant that the respondent company is the builder of repute, they will deliver the project duly completed in all respect within time.

b. That the respondent company with the assistance of Town and Country Department held a draw wherein the complainant was successful and the respondent company allotted an apartment bearing no. 1804, Tower T-7 B having area 641.47 sq. ft. in the above said housing scheme. at the rate of the basic sale price at Rs. 4000/- per square feet and total consideration amount of the flat at Rs.25,65,880/-.

c. That the complainant paid a sum of Rs. 7,05,530/- to the respondent.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

a. Direct the respondent to pay delay possession charges at the prescribed rate of interest.

5. That notice to the respondent through email was duly served on 30.09.2025 and notice through post delivered on 07.10.2025. On 19.11.2025, opportunity was provided to respondent to put appearance and submit reply within three weeks with advance copy to the complainant, and in case reply not filed within three weeks then reply be filled with cost of Rs.5,000/- to be paid to the complainant. On 07.01.2026 & 03.02.2026, opportunities were given subject to the cost of Rs.10,000/-. Despite giving ample opportunities vide hearing dated 19.11.2025, 07.01.2026, 03.02.2026 & 19.05.2026, the counsel or authorized representatives of the respondent neither put in appearance nor did file

any reply to the complaint within the stipulated period. Accordingly, the Authority left with no option but to struck off the defence of the respondent and proceed ex-parte against the respondent and decide the complaint on basis of documents and pleading filed by the complainant which are not disputed.

D. Jurisdiction of the Authority:

6. 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

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

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.

7. 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.

E. Findings on the relief sought by the complainant:

E.I Direct the respondent to pay delay possession charges at the prescribed rate of interest.

8. The complainant was allotted a unit in the project of respondent "Mahira Homes 104", in Sector-104, Gurugram vide acknowledgment letter dated 22.02.2023. Though no flat buyer's agreement was executed between the parties but the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.7,05,530/. As per clause 1 (iv) of the Affordable Housing Policy, 2013, the possession of the apartment is to be delivered within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Clause 1(iv) of the Policy of 2013 is reproduced below for ready reference:

*1. (iv) All such projects shall be required to be necessarily completed **within 4 years from the approval of building plans or grant of environmental clearance certificate, whichever is later.** This date shall be referred to as the "date of commencement of project" for the purpose of this policy.*

9. The respondent has obtained building plan approval and environment clearance in respect on the said project on 29.03.2019 and 29.01.2020 respectively. Therefore, the due date of possession is to be calculated from the date of environment 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 to 29.07.2024.

10. 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-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 frozen therefore, this amounts to discontinuation of business of the respondent.
11. However, the complainant in the present complaint seeking possession of the apartment. Since no reply has been received from the respondent/promoter with regard to the present complaint.
12. The Authority, after 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-allottee is entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion of section 18 is reproduced below:

"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....."

13. The Authority is of 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 in near future, thus, the Authority is of view that in the present scenario, the complainant-allottee is only 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 entire amount received by it from the complainant along with interest at the rate of 10.80% p.a. 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:

14. 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 amount i.e., Rs.7,05,530/- 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 realisation 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.
15. Complaint stand disposed of.
16. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 19.05.2026