BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**4190 of 2025**
Date of filing of complaint	**03.09.2025**
Date of decision:	**08.10.2026**

Mr. Neeraj Kumar
Mrs. Navita Karan
Both RR/o: -2M-92, 1st Floor, NH-2, NIT Faridabad, Haryana - 121001. **Complainants**

Versus

M/s Czar Buildwell Private Limited
Regd. Office at: 302-A, Global Foyer, Sector-43, Golf Course Road, Gurugram-122009 **Respondent**

CORAM:
Shri Phool Singh Saini **Member**

APPEARANCE:
Sh. Himanshu Gautam (Advocate) **Complainant**
Sh. Niraj Kumar **Complainant no. 1 in person**
None **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. No.	Particulars	Details
1.	Name of the project	Mahira Homes Sector 95, Village Dhorka, Sector- 95, Gurugram
2.	Nature of the project	Affordable group housing colony
3.	DTCP license no.	Not on record
4.	Registration details	Revoked vide order dated 11.03.2024 by the Authority.
5.	Allotment letter dated	08.12.2020 [Page no. 13 of compliant]
6.	Unit no.	T3-802, tower-T3, 8th floor, (Page no. 18 of complaint)
7.	Area admeasuring	643.278 sq. ft. (carpet area) 100.00 sq. ft. (balcony area) (Page no 20 of complaint)
8.	Date of builder buyer agreement	24.02.2021 (Page no. 16 of the complaint)
9.	Possession clause as per buyer's agreement	**4. POSSESSION** **A.** *Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by Developer and not being in default under any part hereof and Flat Buyer's Agreement. including but not limited to the timely payment of installments of the other charges as per the payment plan, Stamp Duty and registration charges, the Developer proposes* ***to offer possession of the Said Apartment to the Allottee within a period of 4 (four years from the date of approval of building plans or grant of environment clearance,***

		(hereinafter referred to as the "Commencement Date"), whichever is later. (Page no. 23-24 of the complaint)
10.	Possession clause as per policy, 2013	***1(IV) of the Affordable Housing Policy, 2013*** *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.*
11.	Due date of possession	27.04.2026 (Note: - 4 years from the date of environment clearance i.e., 27.04.2022)
12.	Basic sale consideration	Rs.24,48,034/- [As per clause 2(a) of the BBA at pg. 19 of complaint]
13.	Total sale consideration	Rs.26,48,034/- (As per annexure-C, i.e., Payment Plan at page no. 41 of the complaint)
14.	Paid up amount	Rs.14,04,527/- [As per receipt information annexed at page no. 46 to 51 of complaint]
15.	Building plan approval dated	25.10.2021 (As per the information provided by the respondent on website at the time of registration of project)
16.	Environment clearance dated	27.04.2022 (As per the website of SEIAA, Haryana)
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made the following submissions: -

I. That on 12.10.2020, the complainants applied to the respondent for allotment of a residential flat in its affordable group housing project "Mahira Homes-95" under the Affordable Housing Policy, 2013 of the Government of Haryana. They have paid an amount of Rs.1,31,000/- was paid towards booking.

II. That pursuant to the aforesaid application, a draw was held on 08.12.2020 in the presence of officials of DGTCP/DC, Gurgaon and an Apartment No. T3-802, 3BHK TYPE-A, on 8th Floor, in Tower T3, having a carpet area of 643.278 sq. ft. together with a two wheeler open parking site, was allotted to the Allottees in the above said project, in terms of the Affordable Housing Policy, 2013.

III. Thereafter, the respondent company has issued allotment letter dated 12.10.2020, in favour of the complainants and were formally allotted a unit bearing no. T3-802, carpet area 643.28 sq. ft., in the said project. A flat buyer's agreement dated 24.02.2021 was executed between the complainant and respondent, wherein as per clause 4 (A) it was agreed that possession would be delivered within 4 years from the date of approval of building plan or grant of environmental clearance, whichever was later ("Commencement Date"). Accordingly, due date of possession comes out to be 18.09.2024.

IV. That the complainants have made all the payments on time strictly as per the payment plan mentioned in the flat buyer's agreement and has paid an amount of Rs.14,04,527/- in total to the respondent till the present date out of the total sale consideration of Rs. 26,48,034/-. Despite substantial payments, the project is not completed yet and also there is no hope of completion in near future and thus the respondent has failed to honour its commitment to deliver possession

within the stipulated time, thereby violating Section 11(4)(a) and the terms of the flat buyer's agreement.

V. That the complainants have also availed loan from PNB Housing Finance Limited to timely pay their instalments but due to delay in project they had to bear burden of extra interest on the loan amount.

VI. That as per section 18(1) of the Act, 2016 mandates that if a promoter fails to hand over possession by the agreed date, the allottee is entitled to interest at the prescribed rate till actual possession. Rule 15 of the Haryana RERA Rules, 2017 prescribes SBI MCLR + 2% (currently 10.85% p.a.) as the interest rate payable.

VII. Despite repeated calls, emails and meetings with the respondent, no definite commitment was shown for timely completion of the project and no appropriate action was taken to address the concerns and grievances of the complainants. That repeated calls, meetings and correspondences with the respondent and multiple visits to know the actual construction status not only caused loss to the complainants in terms of time, money and energy but also caused mental agony to them.

VIII. That this complaint is within limitation as the due date of possession under the flat buyer's agreement is 18.09.2024, and the cause of action for claiming interest under Section 18(1) arises from that date and continues until the actual handing over of possession. This complaint is filed well within the period prescribed under the Limitation Act, 1963, as made applicable to proceedings under RERA. This Authority has the jurisdiction hear and decide the present matter as the present project falls within its' jurisdiction.

IX. That the cause of action arose in favour of the complainants and against the respondent from the date of booking of the said unit and it further arose when respondents failed/neglected to deliver possession of the said units within a stipulated time period. The cause of action further arose when the respondents has not completed the said project with the assured facilities and amenities and is still subsisting on day-to-day basis as the respondents has still not fulfilled its obligations as per the builder buyer's agreement.

X. Hence, the present complaint is being filed.

C. Relief sought by the complainant:

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

a. Direct the respondent to refund the entire paid-up amount of Rs.14,04,527/- along-with interest to the complainant; (An application for amendment of relief sought seeking refund of the entire paid-up amount instead of delayed possession charges)

b. Direct the respondent to pay the interest on the aforesaid amount at the rate of 18% per annum to the complainant from the date of each payment till its realization.

c. To award the cost of present proceeding in favour of the complainants.

5. The present complaint was filed on 03.09.2025 and registered as complaint no. 4190 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. 54 to 56 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 06.09.2025 bearing tracking no. EH147770361IN and Registry has also sent the notice along with a copy of the complaint through email dated 04.09.2025 and the mail was duly served. Despite service of notice through email 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. Therefore, the matter is proceeded ex-party against the respondent.

6. The complainants filed an application for amendment of the relief sought on 08.10.2026 (during proceeding) and seeking refund of the entire paid-up amount along with interest from the date of each payment till its actual realization and the same was heard and allowed on 08.10.2026.

7. 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:

8. 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

9. 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

10. 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.*

11. 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.

12. 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."

13. 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 them.

E. Findings on relief sought by the complainant:

E.I Direct the respondent to refund the entire paid-up amount of Rs.14,04,527/- along-with interest to the complainant;

E.II Direct the respondent to pay the interest on the aforesaid amount at the rate of 18% per annum to the complainant from the date of each payment till its realization.

14. The complainants applied for the allotment in the affordable housing project i.e., "Mahira Homes-95" located in sector-95, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Private Limited. The respondent issued an allotment letter dated 08.12.2020 in favor of the complainant and thereby intimated to the complainant about the allotment of unit no. T3-802, tower-T3, 8th floor in the project of the respondent at the sale consideration of Rs.26,48,034/-. Thay have paid a sum of Rs.14,04,527/- towards the subject unit. A buyer's agreement was executed between the parties on 24.02.2021 and as per clause 4(a) of the said agreement the Promoter/Developer has proposes to offer possession of the Said Apartment to the Allottee within a period of 4 (four years from the

date of approval of building plans (25.10.2021) or grant of environment clearance (27.04.2022), (hereinafter referred to as the "Commencement Date"), whichever is later, which comes out to be 27.04.2026 calculated from the date of environment clearance being later.

15. Upon perusal of documents and submissions made by the complainant, it has been found that the registration of the project stands revoked under section 7 of the Act 2016, by the Authority vide order dated 11.03.2024 on account of grave violations committed by the promoter. Accordingly, the respondent company shall not be able to sell the unsold inventories in the project and the accounts of the project are frozen.

16. 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 his business as developer on account of suspension or revocation of the registration under this Act** or any other reason and the complainant 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:....."*

17. Thus, the Authority is of the view that the complainant is entitled to his right under section 18(1)(b) read with 19(4) 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.14,04,527/- 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.II. To award the cost of present proceeding in favour of the complainants.

18. The complainants are seeking the above-mentioned reliefs w.r.t compensation. The Hon'ble Supreme Court of India in Civil Appeals no. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Ltd. V/s State of UP (Supra)*** has held that an allottee is entitled to claim compensation and litigation charges under Section 12, 14, 18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation charges shall be adjudicated by the adjudicating officer having due regards 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:

19. 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.14,04,527/- 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 to the complainants.

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.

20. Complaint as well as applications, if any, stand disposed off accordingly.

21. File be consigned to registry.

Dated: 08.10.2026

(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM