

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

Complaint no.: 4211 of 2025
Date of filing of complaint: 19.08.2025
Date of Order: 11.08.2026

Sagorika Chakraborty
Regd. Address: E-11, 1st Floor, BPTP Astaire
Garden, Sector 70A, Gurugram

Complainant

Versus

M/s Czar Buildwell Private Limited
Regd. office: 302A, Global Foyer Mall, Golf
Course Road, Sector-43, Gurugram-122009

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Yash Tondon (Advocate)

Counsel for Complainant

None

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.	Allotment letter	08.12.2020
6.	Apartment no.	T2-1401, Tower-T2, 14 th Floor as per allotment letter dated 08.12.2020 at page 24 of agreement dated 17.11.2021
7.	Unit measuring	507.684 sq. ft. (carpet area) (at page 24 of complaint)
8.	Date of Agreement for Sale	17.11.2021 (at page 22 of complaint)
9.	Total sale consideration	Rs.21,01,544/- (at page 27 of complaint)
10.	Amount paid	Rs. 10,50,693/-
11.	Occupation certificate	Not obtained as per DTCP website
12.	Offer of possession	Not offered
13.	Unit surrender mail by complainant due to Promoter's license cancelled by DTCP	20.01.2023, 27.01.2023 & 05.03.2024 (at page 46-49 of complaint) 03.04.2024, 17.09.2024 (at page 53- of complaint)
14.	Legal notice through mail	17.09.2024 At page 54 of complaint

B. Facts of the complaint:

3. The complainant has made the following submissions:

- a. That the complainant is an allottee who has purchased a residential flat in the group housing project of the respondent developer at Gurgaon, Haryana.
- b. That Respondent is a real estate developer who has launched an affordable group housing project namely 'Mahira Homes-95' at Village Dhorka, Sector-95, Gurgaon, Haryana. The respondent promised various amenities in the said project and lured the complainant to invest in the said project and also assuring that all the approvals has been obtained from the relevant authorities and the possession shall be given as promised. That it was further informed that the said project is an affordable housing project and the allotment is subject to draw of lots.
- c. That looking to the various amenities being offered by the developer, the complainant applied for an allotment of 2-BHK Unit type B having carpet area 507.68 sq. ft. in the project vide application no. MH95-6817 and paid an amount of Rs.1,05,000/- through cheque in favour of the respondent.
- d. That the complainant became a successful allottee in the draw of lots conducted for the above said project and an allotment letter dated 08.12.2020 was issued by the respondent in favour of the Complainant specifying the details of the unit. The apartment no.1401, Tower T-2, 14th Floor was allotted to the complainant and the total price of the apartment is Rs. 21,01,544/-.
- e. That the complainant has paid an amount of Rs.10,50,693/- to the respondent till date as per following details:

DATE	AMOUNT	MODE OF PAYMENT
11.11.2020	Rs.1,05,000/-	Cheque/000003
21.12.2020	Rs.4,20,309/-	Cheque/000005
07.06.2021	Rs.2,62,692/-	NEFT/LB3670210607G592
08.12.2021	Rs.2,62,692/-	Cheque/000085
Total Amount= Rs.10,50,693/-		

- f. That a registered flat-buyer agreement was executed between the complainant and respondent on 17.11.2021 containing the detailed terms & conditions of the allotment that as per clause 4(A) of the registered flat buyer agreement the respondent has proposed to offer the possession of the apartment to the complainant within a period of 4 years from the date of approval of building plans or grant of environmental clearance.
- g. That the construction of the project has never started by the respondent since its launch. That at the time of booking, the respondent has shown that the present project is one of the most coveted and affordable projects. However, the construction of the project did not start at all and the complainant had to wait despite paying substantial amount.
- h. That the complainant wanted to apply for a home loan to pay the remaining instalments and has applied to various banks and financial institutions, however, the complainant was left shocked and surprised when she came to know that the home loan request was rejected by the banks on the ground that the Board of the DTCP, Government of Haryana has in the month of May, 2022 has cancelled the license of the respondent on the ground that *'the respondent had forged and*

fabricated bank guarantees and signatures of the bank to get the license'.

The complainant on knowing the information verified from the respondent and the same was true.

- i. That complainant strongly objected to the illegal, unlawful and malicious conduct of the respondent and told the respondent that they have committed fraud and cheating with the complainant by showing a complete false picture and provided totally incorrect information only to extract money from her for their financial benefits and have committed wrongful loss to the complainant and wrongful gains to themselves.
- j. That after knowing the facts that the license issued to the respondent for construction of affordable housing project has been cancelled by the DTCP, the complainant wrote an email to the respondent on 20.01.2023 on the email id alerts@mahiragroup.com, sonal@mahiragroup.com, crm@mahiragroup.com, social@mahiragroup.com, info@mahiragroup.com, requesting the respondent to cancel the allotment and refund the amount. That on 23.01.2023 the CRM department of the respondent replied on email to the complainant to send a mail on 'refund@mahiragroup.com' for any refund and cancellation.
- k. That the complainant on 27.01.2023 had sent an email on the aforesaid email id i.e. refund@mahiragroup.com requesting for cancellation of allotment and refund of amount.
- l. That the respondent on 27.01.2023 sent another email to the complainant informing that she will need to deposit the physical copies of the documents attached along with the email to process the cancellation.

- m. That the complainant on 27.02.2023 visited the registered office of the respondent at 'Mahira, Future of Urban Lifestyle, Czar Buildwell Private Limited, 302-A, Global Foyer Mall, Golf Course Road, Sector-43, Gurugram-122009' whereby the complainant submitted a request to surrender the allotment and refund the whole amount paid till date, along with all the original documents required as per the email dated 27.01.2023 by the respondent. The complainant was assured by the respondent that the refund will be initiated after 90 days from the date of receipt of request. The complainant has submitted all the original documents to the respondent whereby the respondent has provided the 'checklist for cancellation'. The respondent received all the original documents from the complainant as per the checklist for cancellation and refund and the same bears receiving of the respondent along with their stamp. That the complainant also submitted a declaration as asked by the respondent to cancel the unit due to the above reason and seek refund.
- n. That the complainant further wrote an email to the respondent dated 03.04.2024 as a reminder to refund the amount since all the original documents have already been surrendered as requested, but even till date the respondent has failed to refund the amount.
- o. That the respondent again showed there malafide and deceitful intentions even after receiving the original documents and assuring to refund the amount, the respondent failed to refund for many days. The complainant left with no other option have sent a legal notice to the respondent on email dated 17.09.2024 on refund@mahiragroup.com asking them to refund the amount along with interest against 'Unit No. T2-1401, Unit Type-B, Tower 2'. That the legal notice was not delivered through email and the same was returned back with the remark

'temporary problem while delivering message to refund@mahiragroup.com.

- p. That vide order dated 11.03.2024, the Haryana Real Estate Regulatory Authority, Gurugram stated that due to various grave violations by the promoter company, i.e. M/s Czar Buildwell Pvt. Ltd., the Director Town & Country Planning vide its order dated 17.05.2022 blacklisted the developer company, its directors, shareholders, and other authorised signatories from grant of license under the provision of Act 8 of 1975 in the future. The orders stated that:

*"Whereas, on account of committing various grave violations in license no. 128 of 2019, 31 of 2109, 24 of 2020 and 66 of 2021 granted for development of affordable group housing colony in Sector 63-A, 103, 93 & 104, Gurugram, forged and fabricated bank guarantees and also forged signature of the bank officials/officer on the bank guarantees which was submitted by CZAR Buildwell Pvt. Ltd., at the time of grant of license no.66 of 2021 and replacement of old bank guarantees in lieu of fresh bank guarantees submitted in three other licenses as indicated above which were issued to Mahira Builtech Pvt. Ltd. and CZAR Buildwell Pvt. Ltd. It has been accordingly decided to blacklist the developer company i.e. Mahira Builtech Pvt. Ltd. and CZAR Buildwell Pvt. Ltd., its Directors, shareholders and other authorised signatory from grant of any new license under the provisions of Act 8 of 1975 in future. Accordingly, all concerned are hereby directed not to process any application of said company, its Directors and shareholders for grant of license under the Act *ibid*."*

- q. That the Authority after finding out the *malafidies* and wrongdoings of the respondent company has restrained the competent authorities any

new license to the respondent company and its affiliates. This further shows that the directors and key managerial persons of the respondent company since inception were involved in committing fraud, cheating, criminal breach of trust, forgery with the allottees like complainant and hundreds of other allottees and also have committed huge frauds with the government agencies. That further fraudulent intentions are evident from the fact that they have till date not refunded the amount to the complainant despite receiving all the original documents and failing in their assurance to refund the same.

- r. That the complainant has abided with all the terms and conditions and has paid all the instalments on time without any delay or default whatsoever and on the contrary, the respondent have committed forgery, fraud and cheating by preparing forged and fabricated bank guarantees and signatures of the bank to get the license and has failed to refund the amount to the complainant after written request and taking back all the documents shows the fraudulent intentions.
- s. That the complainant is facing extreme financial burden since she has paid huge amount to the respondent and was waiting indefinitely for her amount to be refunded with interest. That it is extremely disturbing and painful for the complainant that her amount is blocked by the respondent and despite repeated reminders and request the respondent is not refunding the amount deliberately with the intention to usurp it.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):
 - a. Direct the respondent to refund the amount of Rs.10,50,693/- deposited by the complainant along with interest @ MCLR + 1% as per

the RERA Act from the date of deposit of instalment till the date of refund.

- b.** Direct the respondents to pay compensation of Rs.10,00,000/- to the complainant for mental grave agony and harassment suffered by the complainant and Rs.50,000/- towards cost of litigation.
5. That notice to the respondent through email was duly served on 20.08.2025 and notice through post served on 26.08.2025. On 08.10.2025, none appeared on behalf of respondent and respondent-promoter was directed to file reply within 3 weeks, in case reply not filed then same be filed with cost of Rs.5,000/- to the complainant. On 03.12.2025, last opportunity was provided to put in appearance & file reply, again none appeared on behalf of respondent. On 14.01.2026, despite providing sufficient opportunity respondent failed to put in appearance and matter further referred to the Authority so defence of the respondent may be struck off. Despite giving ample opportunities vide hearing dated 08.10.2025, 03.12.2025, 14.01.2026, 24.02.2026, 17.03.2026, 07.04.2026, 26.05.2026 & 11.08.2026 the counsel or authorized representatives of the respondent neither put in appearance nor did file any reply to the complaint within the stipulated period. On 11.08.2026, despite service of notice & final opportunity, neither the respondent put in appearance before the Authority nor any written reply has been filed. 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.1 Direct the respondent to refund the amount of Rs.10,50,693/- deposited by the complainant along with interest @ MCLR + 1% as per the RERA Act from the date of deposit of instalment till the date of refund.

8. The complainant was allotted a unit in the project of respondent "Mahira Homes 104", in Sector-104, Gurugram vide Agreement for Sale dated 17.11.2021. That after execution of buyer's, the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.10,50,693/-. 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.*

(Emphasis supplied)

9. The due date of possession is to be calculated 4 years from the date of environment clearance i.e., 27.04.2022. Therefore, the due date of possession comes to 27.04.2026.
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-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 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. The Authority, considering the above mentioned facts that although the due date of possession also lapsed, section 18 of the Act, 2016 is liable to be under the present circumstances as invoked the promoter is unable to handover the possession as per the terms of the agreement due discontinuance of his business as developer on account of suspension or revocation of the registration under this Act 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....."

- 12. Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund of the paid -up at prescribed rate of interest as provided under rule 15 of the rules. Rule 15 has been 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.

- 13.** The legislature in its wisdom in the subordinate legislation under the provision of 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.
- 14.** 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., 11.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

15. 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.10,50,693/- 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.
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, under Section 18(1)(b) read with Section 19(4) of the Act of 2016 is entitled to claim the refund of paid-up amount of Rs.10,50,693/- received by the respondent against the unit 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.

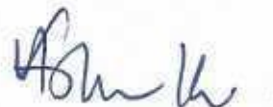
E.II Direct the respondents to pay compensation of Rs.10,00,000/- to the complainant for mental grave agony and harassment suffered by the complainant and Rs.50,000/- towards cost of litigation.

17. That Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. Vs.**

State of UP & Ors. 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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

F. Directions of the Authority:

18. 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):
- The respondent /promoter is directed to refund the amount i.e., Rs.10,50,693/- 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.
 - 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 stand disposed of.
20. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 11.08.2026