BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Order: 13.02.2026

Name of the Builder		Mahira Buildtech Pvt. Ltd.	
Project Name		Mahira Homes-103	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/4618/2025	Rudal Yadav V/s Mahira Buildtech Pvt. Ltd.	Garvit Gupta (Complainant) None (Respondent)
2.	CR/4619/2025	Asha Dubey V/s Mahira Buildtech Pvt. Ltd.	Garvit Gupta (Complainant) None (Respondent)
3.	CR/4620/2025	Preeti Jha V/s Mahira Buildtech Pvt. Ltd.	Garvit Gupta (Complainant) None (Respondent)
4.	CR/2807/2025	Pooja Dubey and Ajay Kumar Dubey V/s Mahira Buildtech Pvt. Ltd. and Canara Bank	Umesh Gulati (Complainants) None (Respondents)

CORAM:	
Arun Kumar	Chairman

ORDER

1. This order shall dispose of all the 4 complaints titled as above filed before this Authority in form CRA under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations,

responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Mahira Homes-103" at Sector 103, Gurugram being developed by the respondent/promoter i.e., Mahira Buildtech Private Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of refund of the entire paid-up amount along with intertest/possession.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "Mahira Homes-103" at Sector 103, Gurugram
Possession clause in Affordable Housing Policy- **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.*
1. Date of sanction of building plans- Date of sanction of building plans is 29.03.2019 as per project details. ***2. Date of grant of environmental clearance-*** Date of grant of environmental clearance is 29.01.2020 as per project details. ***3. Due date of handing over of possession-*** 29.07.2024 [The due date has been calculated as 4 years from date of grant of environmental clearance i.e., 29.01.2020 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]. ***4. Occupation certificate-*** Not obtained ***5. DTCP License no. 31 of 2019 dated 01.03.2019-*** Bijender Singh and Ors. are the licensee for the project as per DTCP website. ***6. RERA registration*** – Revoked vide order dated 11.03.2024.

Sr.	Complaint no./title/ date of filing complaint	Reply status	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total sale consideration and amount paid by the Complainant	Relief Sought
1.	CR/4618/2025 Rudal Yadav V/s Mahira Buildtech Pvt. Ltd. DOF- 28.08.2025	Not filed	1901, 19th Floor, Tower-H, 570 sq. ft. (Carpet area) (As per page no. 42 of the complaint)	20.01.2020 (page 40 of complaint)	29.07.2024 Offer of possession- Not offered	TSC: Rs.23,30,000/- (as per BBA on page 45 of complaint) AP: Rs.11,75,500/- (as per CRA at page 19 of complaint)	Refund
2.	CR/4619/2025 Asha Dubey V/s Mahira Buildtech Pvt. Ltd. DOF- 28.08.2025	Not filed	2004, 20th Floor, Tower-C, 570 sq. ft. (Carpet area) (As per page no. 36 of the complaint)	04.10.2019 (page 35 of complaint)	29.07.2024 Offer of possession- Not offered	TSC: Rs.23,30,000/- (as per BBA on page 39 of complaint) AP: Rs.11,75,500/- (as per CRA at page 21 of complaint)	Refund
3.	CR/4620/2025 Preeti Jha V/s Mahira Buildtech Pvt. Ltd. DOF- 28.08.2025	Not filed	2305, 23rd Floor, Tower-H, 570 sq. ft. (Carpet area) (As per page no. 36 of the complaint)	20.01.2020 (page 32 of complaint)	29.07.2024 Offer of possession- Not offered	TSC: Rs.23,30,000/- (as per BBA on page 38 of complaint) AP: Rs.11,75,500/- (as per CRA at page 20 of complaint)	Refund
4.	CR/2807/2025 Pooja Dubey and Ajay Kumar Dubey V/s Mahira Buildtech Pvt. Ltd. and Canara Bank DOF- 20.06.2025	Not filed	702, 7th Floor, Tower-B, 586 sq. ft. (Carpet area) (As per page no. 87 of the complaint)	04.10.2019 (page 85 of complaint)	29.07.2024 Offer of possession- Not offered	TSC: Rs.23,94,000/- (as per BBA on page 89 of complaint) AP: Rs.12,07,820/- (as per CRA at page 17 of complaint)	Possession

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviations Full form

DOF- Date of filing complaint
TSC- Total Sale Consideration
AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of refund of the entire paid-up amount along with intertest/possession.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/4618/2025 titled as Rudal Yadav V/s Mahira Buildtech Pvt. Ltd.*** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

A. Unit and project related details

7. 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:

CR/4618/2025 titled as Rudal Yadav V/s Mahira Buildtech Pvt. Ltd.

S.No.	Particulars	Details
1.	Name and location of the project	"Mahira Homes" at Sector 103, Gurgaon, Haryana

2.	Nature of the project	Affordable Group housing
3.	Project area	5.4037 acres
4.	DTCP license no.	31 of 2019 dated 01.03.2019 valid up to 28.02.2024
5.	RERA Registered/ not registered	Revoked vide order dated 11.03.2024
6.	Unit no.	1901, 19th Floor, Tower-H (As per page no. 42 of the complaint)
7.	Unit area admeasuring	570 sq. ft. (Carpet area) (page 42 of the complaint)
8.	Date of allotment	01.07.2019 (page 29 of complaint)
9.	Date of building plan approval	29.03.2019 (As per project details)
10.	Environmental clearance dated	29.01.2020 (As per project details)
11.	Execution of BBA	20.01.2020 (page 40 of complaint)
12.	Possession clause as per Affordable Housing 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.*
13.	Due date of possession	29.07.2024 [Calculated as 4 years from the date of grant of environmental clearance i.e., 29.01.2020 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
14.	Total basic price	Rs.23,30,000/- (as per BBA on page 45 of complaint)

15.	Amount paid by the complainant	Rs.11,75,500/- (as per CRA at page 19 of complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainant has made the following submissions: -

I. That the respondent offered for sale units in a group housing project known as 'Mahira Homes-103' situated in Sector 103, Gurugram. The complainant, induced by the assurances and representations made by the respondent, decided to book a residential unit in the project of the respondent in the month of April, 2019.

II. That the complainant accordingly paid a booking amount of Rs.1,15,000/- on 16.04.2019 at the time of booking. Pursuant to the booking of a unit in the project of respondent by the complainant and after draw of lots conducted by the respondent, the respondent allotted a flat bearing no. 1901 in Tower-H admeasuring carpet area of 570 sq. ft. in the said project to the complainant.

III. That the respondent had informed the complainant that the total sale consideration for the allotted unit was Rs.23,52,150/-. On the basis of assurances, the complainant further made payment to the respondent, thereby making total payment of Rs.2,18,671/- to the respondent. Subsequently, the complainant applied for a bank loan from financial institution namely Canara Bank and the same was sanctioned for an amount of Rs.20,00,000/- on 31.08.2019. As per the terms and conditions of the said sanction, the loan amount was to be disbursed in stages upon specific requests made by the complainant to the bank for the disbursal.

IV. That a copy of the apartment buyer's agreement was shared by the respondent with the complainant. However, after perusing the apartment buyer's agreement, the complainant realised that the respondent has very conveniently tried to misinterpret the provisions of the Affordable Housing Policy, 2013 and it has several one-sided provisions were on the face of it were highly illegal, absurd, unilateral, arbitrary, unconscionable and not valid. Since the complainant had already parted with a considerable amount, he was left with no other option but to accept the lopsided and one-sided terms of the apartment buyer's agreement. The complainant felt trapped and had no other option but to sign the dotted lines. Hence the apartment buyer's agreement dated 20.01.2020 was executed between the parties.

V. That the complainant believing the assurances and representations of the respondent continued to make the payments against the said allotted unit as and when demanded by the respondent and as per the payment plan annexed by the respondent along with the apartment buyer's agreement dated 20.01.2020 and had made a payment of Rs.11,75,500/-, out of which a sum of Rs.9,56,829/- was disbursed by the Canara Bank to the respondent against the allotted unit.

VI. That as per Clause 4 of the agreement, the possession of the unit was to be handed over by the respondent within four years from the date of approval of building plans or receipt of environment clearance, whichever was later.

VII. That the respondent failed to intimate the complainant about the construction status of the tower in which the unit allotted to the complainant was located. However, the respondent in order to somehow create false evidence issued payment demands which were

time linked as per the payment plan laid down in the Affordable Housing Policy, 2013. The complainant was left with no other option but to himself visit the site in the month of February, 2024 to check the status of the construction on site. Upon reaching the site, the complainant was shocked and appalled as he saw no construction was going on in respect of the tower wherein the unit of the complainant was situated and thereby giving the impression that the respondent had abandoned the project.

VIII. That the complainants after running from post to pillars and believing the assurances and representations of the respondent lost hope and realised that the assurances and promises of the respondent were also false and misleading and the respondent had no intention of delivering the possession of the said unit to the complainant.

IX. That when the complainant confronted the respondent, it was assured by the respondent that additional benefits in the form of delayed interest as per the provisions laid down by RERA Act, 2016 would be given to the complainant on account of the number of days of delay of the respondent. However, yet again, the assurances of the respondent turned out to be false.

X. That the complainant has been burdened with the additional financial obligation of repaying the said loan amount along with applicable interest on account of the failure on part of the respondent in handing over the possession of the said unit.

XI. That the complainants visited the office of the respondent to seek refund of the total amount of Rs.11,75,500/- already paid by the complainant towards the unit and foreclosure of the loan after making the requisite payment to the bank. The respondent admitting its faults further assured the complainant that the said amount would be

refunded by the respondent as per the due procedures and would take some time. However, despite the repeated reminders by the complainant and the assurances by the respondent no refund has been initiated till date.

XII. That the complainant has been recently apprised of the fact that this Authority has observed in suo moto complaint no. RERA- GRG-2544-2022 vide its order dated 11.03.2024 that the respondent has wilfully violated the provisions of Section 3, Section 4(2)(1)(c), Section 4(2)(l)(d). The respondent has further unlawfully diverted the amounts deposited by the innocent home-buyers into its own related companies and hence on the said account, this Authority has revoked the registration which was granted to the respondent and it was also observed that the respondent would remain liable for all the obligations under Section 12, 14 and 18 of the RERA Act, 2016.

XIII. That due to the fault of the respondent, the complainant has been deprived of a roof over his head for a long time and has suffered very badly. Respondent has violated several provisions of RERA 2016 and Haryana RERA Rules 2017 and is liable for the same.

XIV. That the respondent has in complete defiance of its obligations refused to remit the refund of the amount along with interest leaving him with no other option but to file the present complaint.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s).

   i. Direct the respondent to refund the entire paid-up amount along with interest.

   ii. Direct the respondent to foreclose the loan account of the complainant.

10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed

in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

11. The Authority observes that despite due service of notice, neither anyone has appeared on behalf of respondent nor reply to the present complaint has been received on its behalf till date. In view of the above, vide proceedings dated 13.02.2026, the respondent was proceeded ex-parte.

12. 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.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

14. 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.

E.II Subject-matter jurisdiction

15. 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.

16. 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.

F. Findings on the relief sought by the complainant.

F. I Direct the respondent to refund the entire paid-up amount along with interest.

F.II Direct the respondent to foreclose the loan account of the complainant.

17. The complainant was allotted a residential apartment bearing no. 1901, Tower-H, 19th Floor having carpet area of 570 sq.ft. in the Affordable Group Housing project of the respondent named "Mahira Homes-103" at Sector-103, Gurugram vide flat buyer's agreement dated 20.01.2020. The Authority observes that 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 and environmental clearance in respect of the said project on 29.03.2019 and 29.01.2020 respectively. 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.

18. 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 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, 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 freezed therefore, this amounts to discontinuation of business of the respondent.

19. However, the complainants in complaint bearing no. CR/2807/2025 are seeking possession of the apartment stating that they have previously filed a complaint bearing no. CR/775/2023 before the Authority seeking refund and the same was withdrawn on 19.02.2025 with liberty to file fresh. Since, no reply has been received from the respondent/promoter with regard to refund of the amount paid, till the filing of the present

complaint, having no other option left, the complainants have sought to file the complaint seeking possession.

20. 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 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:....."*

21. 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 in near future. Thus, the Authority is of the 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. 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.

22. Out of total amount so assessed, the respondent/promoter shall refund the amount paid by bank/payee in its account and shall get the complainant's loan account closed after settling the dues with the bank from the above refundable amount. Thereafter, balance if any, shall be refunded to the complainant.

G. Directions of the authority

23. 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 entire amount received by it from 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. Out of total amount so assessed, the respondent/promoter shall refund the amount paid by bank/payee in its account and shall get the complainant's loan account closed after settling the dues with the bank from the above refundable amount. Thereafter, balance if any, shall be refunded to the complainant.

    iii. 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.

24. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

25. Complaints stand disposed of.

26. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026

HARERA
GURUGRAM