

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

**Complaint no. :** 5585 of 2024  
**Order pronounced on:** 03.09.2025

Tarun Oberoi  
**Address:-** 117/17, Subhash Nagar,  
Tagore Garden.

**Complainant**

Versus

M/s Breez Infra.  
**Office at:** 903-905, Sector-48,  
JMD Megapolis, Gurugram.

**Respondent**

**CORAM:**

Ashok Sangwan

**Member**

**APPEARANCE:**

Mohit Dua (Advocate)

Complainant

Sonali Joon (Advocate)

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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

**A. Unit and project related details**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Global Heights 89"
2.	Location of the project	Sector-89, Gurugram.
3.	Nature of the project	Affordable Group Housing
4.	DTCP license no.	License no. 85 of 2021 Dated-19.10.2021
5.	Registered/not registered	Registered Vide registration no. 11 of 2022 Dated-08.03.2022
6.	Allotment letter	26.07.2022 (As on page no. 37 of reply)
7.	Unit no.	404, Tower-4 (As on page no. 13 of complaint)
8.	Unit Area	645.229 sq.ft. [Carpet Area] 100.213 sq.ft. [Balcony Area] (As on page no. 37 of reply)
9.	Builder Buyer's Agreement	Not executed

10.	Possession clause	Not available
11.	Due date of possession	26.07.2025 [Calculated 36 months from date of allotment]
12.	Sale consideration	Rs.28,62,895/-
13.	Total amount paid by the complainant	Rs. 14,22,373/-
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered
16.	Publication	15.10.2024 (As on page no. 33 of reply)
17.	Cancellation	04.11.2022

### B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the the complainant had successfully booked in the affordable housing project of the respondent namely Global heights 89" situated at Sector-89, Gurugram. The complainant had applied for a unit in the said project, following which the complainant was declared a successful allottee in the allotment draw.
- II. That till date, the complainant has paid an amount of Rs.14,22,373/- against the total sale consideration of Rs.28,10,268/-, based solely on the verbal telephonic instructions received from the respondent's representatives. Despite compliance with the telephonic payment demands of the respondent, the complainant have not received any



official allotment letter or confirmation from the respondent for the allotment of the unit.

- III. As per the Act, 2016 along with its Rules and Regulations, it is the responsibility of the developer to issue an allotment letter to the buyer at the earliest possible instance following successful allotment. The allotment letter is a crucial document that confirms the allocation of the unit to the buyer and specifies the unit's details, payment schedule, and other terms. Despite repeated requests over several months, the respondent has not issued any allotment letter, leaving him in a state of uncertainty about the status of his unit.
- IV. That the Builder-Buyer Agreement is a mandatory and legally binding document that must be executed between the buyer and developer after the issuance of the allotment letter. This agreement outlines the rights and responsibilities of both the parties, the project timelines, construction schedule, and terms of payment. Under the RERA Act as well as affordable policy, it is required that such an agreement is executed within a specific period to ensure transparency and accountability. However, the respondent consistently neglected to execute the agreement despite successful allottee and despite his compliance with their telephonic payment demands.
- V. That in the initial days following the allotment draw, a representative of the respondent company contacted the complainant and requested to visit their office. During this visit, the representative asked the complainant to sign several documents, assuring him that he would receive copies of these documents after they were signed by the higher officials of the respondent company. Despite these assurances, the complainant has not been provided with any copies of the signed documents till date.

- VI. Due to the absence of the agreement and other necessary documents, the complainant is left with limited recourse or legal security. Despite repeated requests by the complainant and upon realizing that the respondent had not complied with the mandatory requirements of issuing an allotment letter and executing the Builder-Buyer Agreement or serving with the initially signed documents, the complainant has decided to withhold further payments until these formalities were completed. In response, on 15.10.2024 the respondent has unlawfully cancelled the unit. This cancellation was carried out without adherence to due process as mandated guidelines under the Affordable Housing Policy, as detailed below:
- VII. The respondent has failed to issue a formal demand notice for payments as per the schedule through speed post and email. No pre-cancellation notice was served through speed post and email, which is required to provide the allottee with an opportunity to address any concerns. The respondent did not issue any official cancellation notice with justifiable reasons.
- VIII. Instead, the complainant received only a single email notice containing an newspaper advertisement of the cancellation dated 15.10.2024, which lacks any formal justification or explanation and falsely claimed that there was a default in the payment of the consideration amount.
- IX. That this arbitrary cancellation is not only legally unjustifiable but also an intentional attempt to disregard the rights of the complainant and the obligations the respondent owes to the complainant as an allottee under the RERA Act. The lack of proper notice and procedural transparency has caused him significant stress and financial inconvenience.



- X. That upon receiving the email dated 15.10.2024, notification regarding the cancellation of unit by way of newspaper advertisement, the complainant immediately approached the respondent, requesting them to retract the cancellation, issue the necessary documentation, and accept the pending payment. However, the representative of the respondent not only refused to provide any documents related to the cancellation or the unlawful cancelled unit but also attempted to demand an undue premium as a condition for reconsidering the complainant allotment. This behavior reflects a disregard for proper procedures and transparency, further exacerbating the concerns about the respondent's practices.
- XI. That following the cancellation, the complainant, for the first time, formally requested the respondent via post to provide copies of the documents he had initially signed and specifically sought clarification on whether these documents included the Builder-Buyer Agreement, and if so, the complainant requested a copy of the same. Despite this clear and reasonable request, received no response or documentation from the respondent till date.
- XII. The cause of action for filing the present complaint arises from the repeated failures of the respondent to fulfil its legal obligations and adhere to the provisions of the RERA Act as well as Affordable Housing Policy. Despite the complainant's timely compliance with telephonic payment demands and the complainant's repeated demands for proper documentation, the respondent has failed to issue any allotment letter or execute the Builder-Buyer Agreement, both of which are essential to formalizing the rights and obligations of the complainant as an allottee. Additionally, the respondent's decision to cancel his unit without following the due process—such as serving a

formal demand notice, a pre-cancellation notice, or an official cancellation notice—constitutes a breach of trust and regulatory requirements under the policy. Attempts to resolve the matter directly with the respondent have been met with demands for undue premiums and a refusal to provide the necessary documentation, further leaving him without any legal security for his payments for the unit in question. Consequently, these actions, omissions, and unlawful demands by the respondent have compelled him to seek redressal before the Authority.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
  - i. Set-aside the cancellation letter dated 26.07.2024 issued by the respondent without following the due process of law.
  - ii. Direct the respondent to provide all the required documentation as of today.
  - iii. Direct the respondent to issue demand letter to the complainant by way of speed post or proper email.
  - iv. Direct the respondent not to charge any amount beyond Affordable Housing Policy.
  - v. Direct the respondent to complete the construction of the project and lawfully handover the possession of unit.
5. 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.**

6. The respondent has contested the complaint on the following grounds:



- I. That the complainant's claim is fundamentally flawed and must be dismissed ab initio for lack of standing. The complainant may have previously held an interest in the subject unit, but that interest was definitively extinguished by cancellation of the allotment. The cancellation, a legally valid act, irrevocably severed the complainant's connection to the property and extinguished any potential cause of action predicated on their prior status as an allottee.
- II. Furthermore, the respondent has prepared a demand draft for the refund of the amount paid by the complainant, after permissible deductions as per the terms of the allotment and applicable policies, and has duly informed the complainant of its availability for collection at the respondent's office. This demonstrates the respondent's willingness to resolve the matter and renders the complainant's continued pursuit of this litigation moot. As the complainant has been offered a full and lawful refund, he no longer possess a legally cognizable interest in the subject matter of this dispute, thereby depriving him of the necessary standing to maintain this action.
- III. That the complainant's persistent and egregious default in payment constitutes a fundamental breach of the allotment agreement, justifying the cancellation and precluding any right to re-allotment. The record unequivocally demonstrates complainant's repeated failure to remit payments despite numerous and documented reminders, thereby exhibiting a clear disregard for their contractual obligations.
- IV. Having lawfully cancelling the unit, after newspaper publication of the default of the complainant's material breach and giving an additional period of 15 days to make good the default, the respondent



is under no obligation, legal or otherwise, to reinstate the complainant's defunct interest in the subject unit.

- V. That the Affordable Housing Policy, mandates strict timelines for project completion at minimal cost, necessitating rigorous financial discipline for timely delivery. The complainant's persistent payment defaults, despite repeated notifications, directly and materially impeded this crucial financial discipline, jeopardizing the project's viability and timely completion for allottees. Allowing such defaults to persist would create a detrimental precedent, jeopardizing the timely and cost-effective delivery of affordable housing projects. Therefore, the respondent's actions in cancelling the allotment were not only contractually sound but also essential to uphold the integrity and efficacy of the Affordable Housing Policy.
- VI. The very email address, [ojasoberoi123@gmail.com](mailto:ojasoberoi123@gmail.com), cited by the complainant in this complaint is the identical email address to which the respondent had sent repeated notifications of payment delinquency. This irrefutable fact unequivocally establishes that the complainant was fully aware of their default and precludes any claim of having been uninformed. The complainant's attempt to now feign ignorance, despite utilizing the very email address through which notifications were sent, is a clear attempt to mislead the Authority and circumvent the consequences of his own inaction.
- VII. That the complainant was previously allotted unit number 404, Tower 4, in the "Global Heights 89" project, located in Sector 89, Gurugram, Haryana, on 26.07.2022, for a total sale consideration of Rs.28,62,895/-. However, the complainant remitted only Rs.14,22,373/- towards the total consideration, inclusive of the last payment of Rs.3,54,800/- made on 18.03.2024. The subsequent

demand raised by the respondent was not paid despite repeated reminders and newspaper publication which constitutes a clear and material breach of the allotment agreement.

VIII. The subject project is governed by the Affordable Housing Policy, 2013, which mandates strict adherence to prescribed timelines and allotment procedures. The complainant's persistent failure to remit due payments, notwithstanding numerous opportunities afforded to them to rectify their default, compelled the respondent to exercise its contractual and legal rights by cancelling the allotment in accordance with established process of law.

7. Copies of all the relevant documents have been filed and placed on 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.

**E. Jurisdiction of the authority:**

8. The Authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. 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.

**E. II Subject matter jurisdiction**



10. 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)(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;*

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 complainants at a later stage.

**F. Findings on the relief sought by the complainant:**

**F.I Set Aside the Set-aside the cancellation letter dated 26.07.2024 issued by the respondent without following the due process of law.**

**F.II Direct the respondent to provide all the required documentation as of today.**

**F.III Direct the respondent to issue demand letter to the complainant by way of speed post or proper email.**

**F.IV Direct the respondent not to charge any amount beyond Affordable Housing Policy.**

**F.V Direct the respondent to complete the construction of the project and lawfully handover the possession of unit.**

12. In the present complaint, the complainant had booked a residential unit in the Affordable Group Housing Project, namely "Global Heights 89", located at Sector-89, Gurugram. The complainant was allotted Unit No. 404, situated on the 4th Floor of Tower No. 4, having a carpet area of 645.229 sq. ft. and a balcony area of 100.213 sq. ft., vide allotment letter dated 26.07.2022. It is further evident from the

record that, as on date, no Buyer's Agreement has been executed between the complainant and the respondent. The complainant has paid a sum of Rs.14,22,373/- towards the total sale consideration of Rs.28,62,895/- for the said unit.

13. The complainant has averred that, despite repeated requests, the respondent failed to provide the requisite documentation, including the formal allotment letter and the execution of the Builder-Buyer Agreement. Consequently, the complainant remained uncertain regarding the legal status of the allotted unit. It is alleged that the respondent, in disregard of the mandatory procedure prescribed under the Affordable Housing Policy, arbitrarily and unlawfully cancelled the allotment of the unit on 15.10.2024, without affording any due notice or opportunity of being heard to the complainant. The cancellation is stated to have been effected in violation of the prescribed norms and without following due process. Aggrieved by the said action, the complainant seeks setting aside of the cancellation letter dated 26.07.2024, and prays for issuance of proper documentation pertaining to the unit, including the demand letter, in accordance with law.

14. The respondent, in its reply, has controverted the allegations made by the complainant regarding non-receipt of notifications pertaining to payment defaults. It is the respondent's case that the complainant's assertion of not being informed is misleading and devoid of merit. The respondent has submitted that all relevant communications,



including reminders of payment defaults, were duly sent to the complainant at the email address *ojasoberoi123@gmail.com*, which is the same email address furnished by the complainant. It is further submitted that due process for cancellation of the unit was followed in accordance with the terms of the allotment and applicable policy guidelines. Additionally, the respondent states that a demand draft for refund of the amount paid by the complainant, after permissible deductions, was prepared and made available for collection. The complainant was also duly informed of the same and asked to collect the refund from the respondent's office.

15. Upon consideration of the material placed on record, the Authority observes that the complainant was declared a successful allottee in the draw of lots conducted for the project. In furtherance thereof, an allotment letter dated 26.07.2022 was issued to the complainant, which was communicated via email dated 27.07.2022. The said letter confirmed the allotment of Unit No. 0404, situated on the 4th Floor of Tower-4, having a carpet area of 645.229 sq. ft. and balcony area of 100.213 sq. ft., along with provision for two-wheeler parking, in the project titled "*Global Heights 89*" located at Sector-89, Gurugram. A demand of Rs.5,74,016/- was raised vide the said allotment letter, and the complainant was required to complete the formalities for registration of the Builder Buyer Agreement without delay. Subsequently, vide email dated 03.08.2022, the respondent shared

login credentials with the complainant, enabling access to the the following modules on the respondent's portal:

- i. *Applicant details*
- ii. *Property details*
- iii. *Dues and Receipt Details*
- iv. *Download Demand*
- v. *Download KYC Documents*
- vi. *NEFT/RTGS*
- vii. *Raise a query*

16. The record indicates that the respondent made repeated efforts to secure the execution of the Builder Buyer Agreement (BBA) by the complainant. Initially, vide email dated 11.11.2020, the complainant was requested to appear for execution of the BBA. Subsequently, follow-up emails dated 07.01.2023, 28.01.2023, 20.03.2023, 09.06.2023, 29.07.2023, 03.08.2023, 05.09.2023, 03.10.2023, 20.11.2023, and 23.02.2024 were issued by the respondent, all reiterating the same request. However, despite multiple reminders, the complainant failed to respond or take any steps for execution of the agreement.
17. Thereafter, vide email dated 29.03.2024, the respondent informed the complainant that the BBA had been dispatched to his registered address, and requested his presence at the respondent's office for execution and registration of the same. Further, vide emails dated 27.05.2024, 01.06.2024, 19.06.2024, and 10.08.2024, the respondent raised demands for payment of outstanding dues. These demands were not complied with by the complainant.

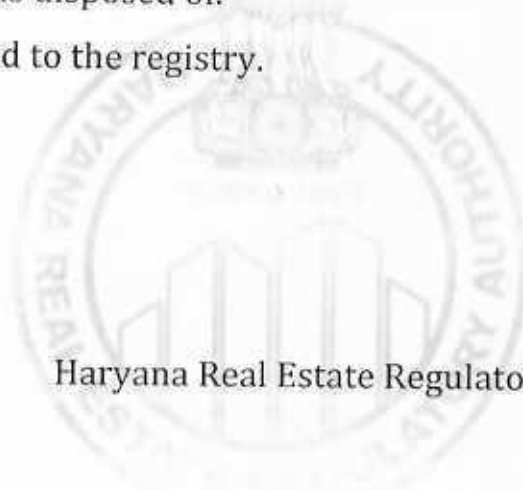


18. Having exhausted all avenues for compliance, the respondent issued a public notice in a newspaper on 15.10.2024, granting a final period of 15 days to the complainant to make the due payments, failing which the allotment would stand cancelled. Upon no response being received, the respondent, vide letter dated 16.12.2024, proceeded with cancellation of the allotted unit and informed the complainant that the refund, after deductions, had been processed, and the corresponding demand draft was available for collection.
19. The Authority, upon perusal of the documents and facts on record, is of the considered view that the cancellation of the unit by the respondent was carried out in accordance with due process and in compliance with the applicable provisions of the Affordable Housing Policy, 2013. The said cancellation, therefore, stands upheld. Consequently, the respondent is directed to refund the balance amount to the complainant after deducting Rs.25,000/- in terms of Clause 5(iii)(i) of the Affordable Housing Policy, 2013. Additionally, the respondent is directed to pay interest @10.85% per annum on the refundable amount from the date of cancellation, i.e., 04.11.2024, until the date of actual realisation.

**D. Directions of the Authority:**

20. 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 promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent is directed to refund the balance amount of complainant after deduction of Rs. 25,000/- as per clause 5(iii)(I) of the Policy 2013. The respondent is further directed to return the amount paid by the complainant with an interest @10.85% per annum from the date of cancellation of allotment i.e., 04.11.2022 till the actual realization of the amount.
  - ii. A period of 90 days is given to the respondent/builder to comply with the directions given in this order and failing which legal consequences would follow.
21. Complaint stands disposed of.
  22. File be consigned to the registry.



**(Ashok Sangwan )**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 09.07.2025**

**HARERA**  
**GURUGRAM**