BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**120 of 2026**
Date of filing :		**09.01.2026**
Date of decision:		**25.08.2026**

Global Heights Apartment Owners Welfare Association
R/o: - Sector 33, Sohna , Gurugram.

Complainant

Versus

Breeze Builders and Developers Pvt. Ltd.
Regd. Office at: P 903-905, c-wing, jmg, Megapolis, Sohna Road, Sector 48, Gurugram.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Sh. Navdeep Singh (Advocate) **Complainant**
Sh. Mayank Singh (Advocate) **Respondent**

ORDER

1. The present complaint dated **09.01.2026** 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 provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Facts of the complaint

2. The complainant-association has made the following submissions: -

I. That the respondent promoter is the developer of the affordable group housing project "Breez Global Heights" located at Sector 33, Sohna, Gurugram, under the Haryana Affordable Housing Policy, 2013.

II. That as per Clause 6.5 of AHP 2013, DCP Clarification No. PF-27 A/2024/3676 dated31.01.2024, and Section 11(4)(a) of the RERA Act, the promoter is mandated to provide free maintenance for five years from the date of the occupation certificate at its own cost.

III. That despite this statutory obligation, during the period July 2020 to February 2023 (when the Association was under the Promoter's proxy AOA/RWA) and the Promoter.

IV. That debited the association's CAM funds for expenses that were the promoter's own liability, such as building repairs, handover-related works, and project completion costs.

V. That charged salaries, insurance premiums, and infrastructure repair costs to the association's account without authority.

VI. That failed to transfer the Interest-Free Maintenance Security (IFMS) collected from allottees, only making a fictitious book entry without actual transfer.

VII. That the association has been forced to bear tanker water costs, ST/WTP operation deficits, electrical breakdowns, and fire safety lapses, all of which fall squarely under the Promoter's five-year maintenance liability.

VIII. That No formal Handover-Taking Over (HOTO) or conveyance documentation has been executed as mandated under Section 17 of the RERA Act, leaving the Promoter in de facto control of the common areas.

IX. That on 12.05.2025, Enviro Integrated Facility Services Pvt. Ltd., acting on an alleged assignment from the builder's proxy RWA, issued a legal notice to the Complainant Association and its Governing Body members demanding 767,61,219/-. This demand pertains to a period post-election where no privity of contract existed, no work orders were issued by the Complainant, and maintenance obligations remained with the builder under the law. Such notice is a direct consequence of the Respondent's failure to execute the mandatory handover and to comply with its five-year free maintenance obligation, and constitutes continuing harassment, reputational harm, and an attempt to force unlawful recovery.

B. Relief sought by the complainant:

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

I. Direct the respondent promoter to refund/reimburse to the complainant association all amounts of CAM charges and other sums unlawfully debited to the Association's accounts towards the Promoter's own obligations during the statutory free five-year maintenance period of the affordable group housing

society, along with interest at the rate of SBI MCLR+2% per annum from the date of such debit till realisation.

II. Direct the respondent promoter to forthwith transfer the entire Interest-Free Maintenance Security (IFMS) collected from allottees, along with accrued interest thereon at the prevailing fixed deposit rate from the date of collection till the dateof actual transfer, into the complainant association's designated bank account, in compliance with Section 11(4)(g) of the Act and applicable DCP instructions.

III. Direct the respondent promoter to refund all insurance premium amounts debited to the association's account where the promoter was the beneficiary of the policy, together with interest as above. mandate the respondent promoter to fully comply with the free five-year maintenance obligation under the Haryana Affordable Housing Policy, 2013 and DCP Clarification No. PF-27A/2024/3676, and to fund and provide all maintenance services until expiry of such period post-issuance of the Occupation Certificate.

IV. Direct the respondent promoter to execute a Handover-Taking Over (HOTO) agreement with the complainant association, as per Section 17 of the Act, for formal transfer of all common areas, assets, sanctioned plans, operation and maintenance manuals, service contracts, and statutory documents.

V. Impose a penalty upon the respondent promoter under Section 61 of the Act, being up to five per cent of the estimated cost of the real estate project, for failure to comply with obligations under the Act, the Rules, and the Regulations.

VI. Issue such further orders or directions under Sections 35, 37, or 38 of the Act as maybe necessary to ensure that the respondent promoter ceases unilateral control over common areas and maintenance, and to protect the interests of the allottees.

VII. Award costs of these proceedings in favour of the complainant association, including filing fees, legal expenses, and documentation charges.

4. 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.

C. Reply by the respondent.

5. The respondent has contested the complaint on the following grounds: -

i. That, without prejudice to the ongoing settlement discussions, the respondent, in addition to the preliminary objections set out hereinbelow, is in the process of preparing its detailed para-wise submissions on merits. For this purpose, the respondent has applied for certain relevant documents and records pertaining to the functioning of the society before the District Registrar Officer (DRO), which are presently awaited. The said records contain exhaustive details pertaining to the past five years and are necessary to properly verify, reconcile and meet the allegations raised in the complaint. The collection and reconciliation of the said records is an exhaustive and time-consuming exercise which is presently underway.

ii. That in compliance with the order dated 05.05.2026, an advance copy of the present reply has been served upon the complainant, and the

respondent is causing the cost of Rs. 5,000/- as directed by this Hon'ble Authority to be paid/tendered to the Complainant. The respondent respectfully undertakes to place proof of such payment on record. It is respectfully submitted that the present reply may kindly be treated as due compliance with the direction of the Authority to file reply.

iii. That in compliance with the order dated 05.05.2026, an advance copy of the present reply has been served upon the complainant, and the respondent is causing the cost of Rs. 5,000/- as directed by this Hon'ble Authority to be paid/tendered to the complainant. The respondent respectfully undertakes to place proof of such payment on record. It is respectfully submitted that the present reply may kindly be treated as due compliance with the direction of the Authority to file reply.

iv. That the complainant Resident Welfare Association (RWA) was constituted in the year 2020, and subsequent thereto certain bilateral arrangements and agreements were entered into between the RWA and the respondent with respect to maintenance and other operational aspects of the project. The present complaint has been filed by the same RWA, albeit through its new office bearers, who now seek to question and challenge the acts, decisions and arrangements entered into by the previous office bearers of the same RWA.

v. That the complainant Resident Welfare Association (RWA) was constituted in the year 2020, and subsequent thereto certain bilateral arrangements and agreements were entered into between the RWA and

the Respondent with respect to maintenance and other operational aspects of the project. The present complaint has been filed by the same RWA, albeit through its new office bearers, who now seek to question and challenge the acts, decisions and arrangements entered into by the previous office bearers of the same RWA.

vi. That the reliefs sought by the complainant are essentially declaratory in nature, the complainant effectively seeking declarations regarding the legality and validity of past actions and agreements entered into by the earlier office bearers of the RWA. Such declaratory reliefs are not contemplated within the statutory framework of the Act, and the present complaint is therefore ex facie not maintainable before the Authority.

vii. That the complainant RWA has continued to derive benefits from the bilateral arrangements and agreements entered into earlier, and at no stage has it sought to invalidate, rescind or set aside those arrangements before any competent forum. Having accepted the benefits flowing from such arrangements, the complainant cannot be permitted to approbate and reprobate by selectively challenging certain aspects of the same arrangements before this Hon'ble Authority. Such conduct is contrary to settled legal principles and renders the complaint unsustainable in law.

viii. That vide email dated 13.03.2024, the complainant had raised a unilateral and arbitrary demand of approximately Rs. 7 Crores from the respondent. However, the said demand was subsequently withdrawn/waived by the President of the RWA, Mr. Navneet, vide email dated 21.09.2024, thereby

clearly demonstrating that the complainant itself had acknowledged the unsustainability of the said demand. The attempt of the complainant to now resurrect similar claims through the present complaint is nothing but an afterthought and an attempt to exert unwarranted pressure upon the respondent.

ix. That the cause of action, if any, arose from transactions and arrangements entered into several years prior to the filing of the present complaint, and the complainant has chosen to approach the Authority after an inordinate and unexplained delay, despite having had full knowledge of the relevant facts and circumstances at the relevant time. The complainant RWA was itself constituted in the year 2020, and the acts and arrangements now sought to be questioned pertain to periods prior thereto, which were accepted and acted upon by the earlier office bearers. The present office bearers cannot be permitted to reopen and challenge such concluded transactions after the lapse of considerable time, as permitting such belated claims would defeat the principles of certainty and finality recognised under law. In the absence of any continuing cause of action, and in view of the substantial and unexplained delay, the complaint is liable to be rejected on this ground as well.

6. All other averments made in the complaint were denied in toto.

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 on the basis of these undisputed documents and submission made by the parties.

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 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.*

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.

E. Findings on the relief sought by the complainants.

E.I Direct the Respondent Promoter to refund/reimburse to the Complainant Association all amounts of CAM charges and other sums unlawfully debited to the Association's accounts towards the Promoter's own obligations during the statutory free five-year maintenance period of the affordable group housing society, along with interest at the rate of SBI MCLR+2% per annum from the date of such debit till realisation.

E.II Direct the Respondent Promoter to forthwith transfer the entire Interest-Free Maintenance Security (IFMS) collected from allottees, along with accrued interest thereon at the prevailing fixed deposit rate from the date of collection till the dateof actual transfer, into the Complainant Association's designated bank account, in compliance with Section 11(4)(g) of the Act and applicable DCP instructions.

E.III Direct the Respondent Promoter to refund all insurance premium amounts debited to the Association's account where the Promoter was the beneficiary of the policy, together with interest as above. Mandate the Respondent Promoter to fully comply with the free five-year maintenance obligation under the Haryana Affordable Housing Policy, 2013 and DCP Clarification No. PF-27A/2024/3676, and to fund and provide all maintenance services until expiry of such period post-issuance of the Occupation Certificate.

E.IV Direct the Respondent Promoter to execute a Handover-Taking Over (HOTO) agreement with the Complainant Association, as per Section 17 of the Act, for formal transfer of all common areas, assets, sanctioned plans, operation and maintenance manuals, service contracts, and statutory documents.

E.V Impose a penalty upon the Respondent Promoter under Section 61 of the Act, being up to five per cent of the estimated cost of the real estate project, for failure to comply with obligations under the Act, the Rules, and the Regulations.

E.VI Issue such further orders or directions under Sections 35, 37, or 38 of the Act as maybe necessary to ensure that the Respondent Promoter ceases unilateral control over common areas and maintenance, and to protect the interests of the allottees.

E.VII Award costs of these proceedings in favour of the Complainant Association, including filing fees, legal expenses, and documentation charges

12. In the present complaint, the complainant-association states that the respondent promoter, developer of the affordable group housing project "Breez Global Heights" at Sector 33, Sohna, Gurugram, was statutorily obligated under Clause 6.5 of the Haryana Affordable Housing Policy, 2013, DCP Clarification No. PF-27A/2024/3676 dated 31.01.2024, and Section 11(4)(a) of the RERA Act to provide free maintenance for five years from the date of the Occupation Certificate at its own cost. However, during July 2020 to February 2023, when the Association was under the control of the promoter's proxy AOA/RWA, the Association's CAM funds were allegedly used for expenses falling upon the Promoter, including building repairs, handover and project-completion works, salaries, insurance, infrastructure repairs, tanker water, STP/WTP deficits, electrical breakdowns and fire-safety issues. The Promoter also allegedly failed to actually transfer the IFMS collected from allottees, making only a book entry. Further, no formal Handover-Taking Over or conveyance documentation has been executed as contemplated under Section 17 of the RERA Act, allegedly leaving the promoter in de facto control of the common areas. Despite the absence of any contractual relationship with the elected Association, no work order having been issued by it, and the Promoter's

continuing maintenance obligations, Enviro Integrated Facility Services Pvt. Ltd., claiming assignment from the builder's proxy RWA, issued a legal notice dated 12.05.2025 demanding Rs.67,61,219/- from the Complainant Association and its Governing Body members, which the Association disputes as being without contractual or legal basis.

13. On the contrary the respondent states that vide email dated 13.03.2024, the complainant had raised a unilateral and arbitrary demand of approximately Rs. 7 Crores from the respondent. However, the said demand was subsequently withdrawn/waived by the President of the RWA, Mr. Navneet, vide email dated 21.09.2024, thereby clearly demonstrating that the complainant itself had acknowledged the unsustainability of the said demand. The attempt of the complainant to now resurrect similar claims through the present complaint is nothing but an afterthought and an attempt to exert unwarranted pressure upon the respondent.

14. After considering the documents available on record as well as submissions made by the parties, the Authority is of the view that the reliefs sought by the Complainant in respect of refund/reimbursement of CAM charges and other alleged expenditures, along with interest at SBI MCLR + 2% per annum, transfer of the entire IFMS along with accrued interest, refund of insurance premiums, enforcement of the alleged obligation of free five-year maintenance, execution of a Handover-Taking Over (HOTO) agreement, imposition of penalty under Section 61 of the Act, and issuance of further directions under Sections 35, 37 and 38 of the Act, are misconceived, unsubstantiated and legally

untenable in the manner prayed for. The complainant has failed to place on record cogent documentary evidence establishing that the amounts claimed were unlawfully debited, that the respondent was exclusively liable for the alleged expenditures, that any specific amount of IFMS has been unlawfully retained, or that the respondent is liable to pay the interest claimed. The applicability and scope of the alleged free five-year maintenance obligation, including the interpretation and implementation of Clause 6.5 of the Haryana Affordable Housing Policy, 2013, and DCP Clarification No. PF-27A/2024/3676 dated 31.01.2024, are required to be determined in accordance with the applicable policy, licence conditions, statutory provisions and relevant facts. Further, matters concerning transfer of IFMS, conveyance and handover of common areas, execution of HOTO documentation, project completion and common infrastructure may, to the extent applicable, involve compliance with the directions, policies and licence conditions of the Department of Town and Country Planning (DTCP), Haryana, and other competent authorities. Any obligation concerning conveyance and transfer of common areas shall be governed by Section 17 of the Act and the applicable legal requirements. The complainant has, however, failed to establish the specific outstanding obligations, the respondent's corresponding liability, or any violation of the Act, Rules or Regulations warranting the reliefs claimed. The prayer for imposition of penalty under Section 61 is subject to the satisfaction of the Authority in accordance with law and cannot be granted merely on the basis of unsubstantiated allegations, while the general prayer for further directions

under Sections 35, 37 and 38 is vague and unsupported by sufficient factual and legal grounds. In view of the above, the reliefs sought by the complainant is dismissed to the extent they are not supported by evidence or law.

15. Complaint stands disposed of.

16. File be consigned to registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

25.08.2026

HARERA
GURUGRAM