



PROCEEDINGS OF THE DAY		42
Day and Date	Wednesday and 03.09.2025	
Complaint No.	CR/2340/2024 Case titled as Ajai Pal Singh Gill and Prem Inder Kaur and Harpreet Kaur VS Parsavnath Developers Private Limited	
Complainant	Ajai Pal Singh Gill and Prem Inder Kaur and Harpreet Kaur	
Represented through	Sh. Harshit Goyal, Advocate	
Respondent	Parsavnath Developers Private Limited	
Respondent Represented	Sh. Nitish Harsh Gupta, Advocate	
Last date of hearing	30.07.2025	
Proceeding Recorded by	HR Mehta and Kiran Chhabra	

Proceedings

The present complaint was filed on 03.06.2024 and the defence of the respondent was struck off vide proceedings dated 07.05.2025.

The succinct facts of the case are as under:

Sr. No.	Particulars	Details
1.	Name of the project	"IT Park Colony" in Sector 48, Gurgaon
2.	Nature of the project	Commercial/IT space
3.	DTPC license no.	47 of 2008 dated 11.03.2008
	Validity status	10.03.2020
	Name of licensee	Dharmander-Karambir & 3 Ors.
	Licensed area	6.45 Acres
4.	RERA registered/not registered	Not registered
5.	Unit no.	No space no. was allotted.
6.	Unit area	Super area of 1000 sq.ft. (page 21 of complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR-2346/24

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईन, गुरुग्राम, हरियाणा

7.	Date of execution of MoU	18.09.2006 (page 19 of complaint)
8.	Due date of possession	18.09.2009 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]
9.	Total sale consideration	Rs.15,00,000/- (as per CRA at page 11 of complaint)
10.	Total amount paid by the complainant	Rs.13,50,000/- (as per page 22 of complaint)
11.	Assured return clause	2. "That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs.1350/- per square foot of the entire super area to be allotted, on or before the signing of this Memorandum of Understanding. That First Party shall after receipt of part consideration. @ Rs.1350/- per square foot of the entire super area i.e. Rs.1350000 (Rupees Thirteen Lakhs Fifty Thousand only) give an investment return @ Rs. 26.09 per square foot per month i.e. Rs.26090 (Rupees Twenty Six Thousand Ninety only) by way of interest (subject to deduction of tax at source) w.e.f. 1/10/2006 on quarterly intervals at the end of every quarter for which it is due. That the First Party shall give an investment return (interest) @ Rs.27.50 per square foot per month of area of the Proposed Premises subject to the timely payment of balance consideration amount @ Rs.150/- per square foot of the space area i.e. Rs.150000 (Rupees One Lakh Fifty Thousand only) by Second Party till the date of offer of possession of space in the Complex."
12.	Occupation certificate	Not yet received



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13.	Offer of possession	Not offered
The complainant is seeking assured return in terms of Mou and execution of conveyance deed in favour of the complainant. The counsel for the respondent states that the respondent has not yet obtained the occupation certificate from the competent authority. Arguments heard. Meanwhile both the parties may file written submissions within a period of two weeks with an advance copy to each other. Matter to come up on 24.09.2025 for pronouncement of orders. Ashok Sangwan Member 03.09.2025		