



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1319 OF 2020

Bijender Singh

....COMPLAINANT

VERSUS

1. Bhoomi Green Infrastructure Co.
2. M/s GLM Infratech Pvt. Ltd.
3. Col. Surinder Singh Deswal

....RESPONDENT(S)

2. COMPLAINT NO. 1320 OF 2020

Punam

....COMPLAINANT

VERSUS

1. Bhoomi Green Infrastructure Co.
2. M/s GLM Infratech Pvt. Ltd.
3. Col. Surinder Singh Deswal

....RESPONDENT(S)

3. COMPLAINT NO. 559 OF 2018

GLM Buyers Welfare Association

....COMPLAINANT

VERSUS

1. Global Land Masters Infratech Pvt. Ltd. Erstwhile Bhoomi Infrastructure Company and Ors
2. Karman Raghu Patel
3. Sohal Navin Gala
4. Sunil Keshavji Gala
5. Mr. Suresh Ambavi Vavia
6. UIIBVN

....RESPONDENT(S)

CORAM:	Parneet Singh Sachdev	Chairman
	Nadim Akhtar	Member
	Dr. Geeta Rathee Singh	Member
	Chander Shekhar	Member

Date of Hearing: 04.12.2025

Hearing: 41st in Complaint No. 1319 & 1320 of 2020.
48th in Complaint No. 559 of 2018.

Present: - Lt. Gen (Rt) Dr. DDS Sandhu, authorized representative of complainant association in person (in complaint no. 559/2018).
Brig. B.K. Sood, Authorized representative of complainant association in person (in complaint no. 559/2018).
Mr. Kashmir Singh Saini, president of complainant association, in person.
Mr. Sarjit Bhadu, Sr. Advocate for respondent no. 1, in person.(in complaint no 559/2018).
None for respondent no. 2 to 6 (in complaint no. 559/2018).

ORDER (PARNEET S SACHDEV- CHAIRMAN)

BRIEF BACKGROUND

1. The background of the case is that the respondent no.1 company GLM Infratech Pvt. Ltd. was given a licence in 2009, to build multi-storeyed flats. Many years elapsed and the towers and units were not constructed. In view of the protracted delay and the inability of the promoter to complete the project, the Authority vide order dated 18.05.2022 handed over the project to the GLM Buyers Welfare Association for the construction of the 4 towers in question where the allottees had been allotted units, as the first right of refusal as per Section 8 of the RERD ACT, is of the RWA. At that time, the status was that 4 towers had been partly constructed and the



allottees in question had paid various amounts for their respective units. These payments are on record of the Promoter.

2. Thereafter almost 3.5 years elapsed and the RWA was unable to carry forward the construction. Finally, on 06.03.2025, an investor Mr. Rupesh Goyal entered into the scheme and promised to infuse funds so as to complete the project. So far, the investor, now a shareholder in GLM, has cleared bank dues amounting to ₹70 cr, cleared EDC amounting to ₹11,93,62,000/- on 28.08.2025, provided Bank Guarantee of ₹9.03 cr etc. In total an amount of almost ₹150 crores has been invested and that includes the latest amount of ₹3.52 crores paid towards releasing of revalidated approved building plans. Once the plans are approved, the promoter GLM would be ready to begin construction in the project. The investor has also promised to infuse an amount of ₹ 20 crores into the RERA account so that funds for restarting the project is not an issue. The RWA has been very supportive of the promoter, especially the investor and has been holding many meetings with the investor, including general body meetings. In the last hearing, the RWA, through its management committee had expressed deep faith in the investor and expressed its desire that the Authority may hand over the project back to the promoter, in which the investor was now a majority shareholder. The Authority wanted to further verify the intent and investments of the promoter/investor and also wanted

that the RWA place a formal application and request in the matter. This, in brief is the history and the present status of the project.

3. The operative part of the last order dated 13.11.2025 is reproduced below for reference:

"4. Learned counsel for respondent no.1 submitted that a general body meeting has already been held wherein the MOU was placed before the members and approved by the GBM. He stated that the majority of the association was of the view that remaining six towers should not be completed unless all OCs vis-à-vis the existing tower have been received, offer letters issued and possession handed over to the existing allottees in question in the complaint. Learned counsel further apprised the Authority that all DTCP dues have been cleared and the project licence has been renewed, the documents of which were produced during the hearing. He acknowledged the cooperation of the allottees and their fair conduct.

5. Authority has considered the submissions of both parties. It is clear that although directions regarding finalization of the MOU were issued earlier, the same has not yet been complied with. However, since both sides express willingness to finalize the MOU and proceed further, the Authority deems it appropriate to grant a final opportunity. Accordingly, it is directed that as and when the MOU is finalized and duly signed by all concerned, the parties shall file the same before the registry on or before 10.12.2025.

6. With respect to the request of the complainant association for handing back the project to the respondent promoter, the Authority is of the view that such a decision must arise from the collective and informed consent of the duly elected management committee. Once the MOU is finalised and construction start, the complainant association may file an application for handing over the project back to the promoter. This application must be signed by the majority of the management committee members, clearly expressing their decision on the issue".



MOU AND COMPLAINT BY PRESIDENT OF RWA

4. Pursuant to the said directions, respondent no.1 has filed an application dated 28.11.2025 placing on record an MOU executed between the RWA and the Promoter. This MOU is dated 22.11.2025 (12 pages). The MOU bears signatures of the President on 11 pages except the first page. All pages of the MOU are signed by the executive committee members and by the respondent company. The Association's Vice-President and other executive committee members have produced consent letters of approximately 191 allottees (filed vide applications dated 28.11.2025 and 03.12.2025) and photographs demonstrating the Governing Body meeting and the whole hearted support of the allottees and executive members of the Association in relation to the MOU. These documents are placed on record. Before discussing the MOU in detail, it is important to deal with the complaint filed by the President of the RWA.
5. The Authority has taken note of a complaint dated 14.11.2025 by Mr. Kashmir Singh Saini, filed as President of the association using the Association's seal. This gives the obvious impression that this complaint has been filed on behalf of the RWA. The Authority asked the President whether he had been Authorised by the general body of the RWA or the executive body of the RWA to place this complaint/ document before the Hon'ble Authority. To which the President had no answer. However, the



executive committee categorically stated that no member of the body had ever desired to file any complaint. Moreover, more than 30 allottees who were also members of the RWA were present in the court room. They categorically expressed their wholehearted support for the MOU and their severe condemnation of the act of the President in filing the 'false complaint' as they stated. Further, 191 allottees and members of the RWA have also filed a letter in support of the MOU and in condemnation of the conduct of the President and his attempts at making false complaints. These are also on record. Based on all the above facts, the Authority duly notes the conduct of the President Sh. Kashmir Singh Saini, in trying to mislead the Authority on this issue.

6. In his complaint, Sh. Kashmir Singh Saini further alleged that the investor had taken majority shareholding in the promoter company GLM. This was done without following the legal procedure. When questioned regarding what specific process had not been followed, Sh. Kashmir Singh Saini had no answer and could not produce any evidence to substantiate his accusation. It is also worth noting that the entire issue has been examined at length by the DTCP, who has renewed the licence. In view of the above facts, it is clear that even this allegation is unsubstantiated.
7. The complainant Sh. Kashmir Singh Saini also went on to allege that the licence issued by the DTCP had some stringent conditions to be complied



within 30 days, which expire in next two days. The promoter has not taken actions to fulfil those conditions and will lose its mandate for starting construction. This, according to him shows the mala fide intent of the promoter. The Authority decided to examine the licence and found that there was one important condition that was to be fulfilled within 30 days of issuance of renewal of license letter dated 07.11.2025, i.e., to get the building plans approved within a period of 30 days. The learned counsel for the Promoter affirmed that the same has been done and produced a receipt indicating the amount paid as evidence of the application for getting the building plans approved. In view of these facts it is obvious that the promoter is fulfilling all its obligations. Even this complaint of Sh. Kashmir Singh Saini has been found to be false.

8. During the hearing, it was placed on record by the Vice-President and other executive members that: (a) Mr. Kashmir Singh Saini has been irregular in attending HRI/RA hearings and executive meetings and has been absent from the Association office since 08.10.2025; (b) the executive body passed a resolution on 02.12.2025 under Clause 6(b)(ii) of the bye-laws empowering the Vice-President, Lt Gen DDS Sandhu, PVSM (Retd), to act on behalf of the President and perform all presidential duties and powers in the President's absence; and (c) the Governing Body meeting which considered the MOU was convened and the MOU was discussed and



approved by the members present. The Vice-President and executive members have stated that the complaint filed by Mr. Kashmir Singh Saini was neither discussed with nor authorised by the Governing Body.

9. The President's allegations in his complaint that the GBM was illegal, that his signatures on the MOU were obtained under coercion, that members were threatened and assaulted, and that the matter ought to be referred to the NCLT were considered in light of the evidence on record. The Vice-President and executive committee produced contemporaneous consent letters of a large number of allottees, photographic evidence of the GBM annexed as annexures vide reply to the complaint filed by the President dated 03.12.2025, and relevant correspondence. The President did not advance any cogent evidence at the hearing to rebut the documentary and photographic proof of consensual approval by the Governing Body and the executive committee. On the material before it, the Authority finds no substance in the allegation that the MOU was signed under coercion; the allegation remains unsubstantiated. In any case, if the grievance of the Sh. Kashmir Singh pertains to any form of coercion, then the remedy to that does not lie in the RERD Act. The Authority is merely facilitating the construction of the towers in question so that the allottees get their units. However, the attempt by Sh. Saini to mislead the Authority has been noted with seriousness.



10. During scrutiny of the MOU, the Authority identified three specific clauses (referred to in the hearing as clauses (I), (L) and (M)) which are reproduced below for reference:-

"Clause (I): The progress of the project shall be monitored by the Construction Monitoring Committee, consisting of 2 members of the Association and 2

Members of GLM and any other member nominated by HRERA. Any concerns regarding construction activity will be reported to GLM as well as to the Association by the Construction Monitoring Committee. The Monitoring Committee shall address/resolve any issue within a period of 1 month failing which the same will be put up by GLM and/or the Association to the Hon'ble Authority for adjudication.

Clause (L): GLM agrees and undertakes to discharge all outstanding and pending liabilities of the civil contractor, electrical contractor, consultants, and any other vendors engaged by the Association for completion of the four (4) towers, subject to verification of such liabilities. In the event of any disagreement or dispute regarding the said liabilities, the matter shall be referred to the Monitoring Committee for adjudication. Upon the decision of the Monitoring Committee which will be final and binding on both the parties within 30 days and if the liabilities are confirmed, GLM shall undertake to settle the accounts of all vendors and GLM can take one month to make payment to the concerned vendors within 30 (thirty) days from the date of such decision.

Clause (M): Furthermore, it is mutually agreed that any litigation, claims, financial liability, or legal liability arising at any stage in relation to or pursuant to the decision of the Monitoring Committee as mentioned in the preceding

para i.e dues of civil contractor, electrical contractor and any other vendors shall be solely borne and resolved by GLM. The Association shall stand discharged and shall not be held liable in any manner



whatsoever for any such financial or legal liabilities arising from or connected with the decision of the Monitoring Committee”.

11. Authority observes that all of the above clauses travel beyond the permissible scope of a private Memorandum of Understanding and impermissibly attempt to vest adjudicatory and statutory powers in a committee created under the MOU. It was also noted that the attempt to include the Hon'ble Authority in this MOU is illegal and beyond the scope of any contract between the RWA and the Promoter. The executive committee, when confronted with this aspect, accepted that inclusion of those clauses was inadvertent/oversight. They profusely apologised and undertook to place on record an affidavit with the Authority (duly signed by the RWA governing body and the Promoter) that specifically removes these clauses from the MOU and also excludes any other references to the Hon'ble Authority. The Authority reiterates that it is not and cannot be a signatory to the MOU and that no provision purporting to confer statutory or adjudicatory powers on private parties can be permitted to stand.

12. In view of the above, Authority observes as follows:

- i. The MOU dated 22.11.2025, as placed on record, reflects the consensus reached between the executive committee of GLM Buyer's Welfare Association and respondent no.1 with regard to completion of the subject towers and allied issues; it was discussed



in the GBM and has support of all the allottees (except Sh. Kasmir Singh Saini), as evidenced by the consent letters on record. *It is also placed on record that more than 30 allottees were present in the court and they repeatedly expressed solidarity with the MOU and were more than willing to support the promoter and the investor to complete the project on top priority. 191 allottees had already signed a petition of solidarity as already discussed.*

- ii. The resolution of the executive committee dated 02.12.2025, empowering the Vice-President to act on behalf of the President during the President's absence, is taken on record.
- iii. The allegation that the MOU was signed under coercion and the other serious accusations made by the President are not substantiated by any evidence.
- iv. Clauses in the MOU which attempt to assume statutory/adjudicatory functions are impermissible; the executive committee has apologised for these and has agreed to remove clauses and the Authority records that those clauses are inapplicable and must be deleted.

APPLICATION FOR HANDING THE PROJECT BACK TO THE PROMOTER

13. During the hearing the RWA placed on record a request letter which states that the Authority may favourably consider and pass orders for handing the

project back to the promoter GLM, especially keeping in view the huge amounts infused by the new management of the promoter company. This letter is reproduced below and is signed by the executive committee.

Ref No.

Dated 04.12.2025

From

The Secretary GLM Buyers Welfare Association
Sector 30, Panikula

To

The Chairman
HRERA,
Panikula

Subject: Request for handing over 04 towers and land required for common amenities which falls in balance area to GLM Infratech Pvt Ltd for completion of 04 towers and allied facilities.

Respected Sir,

Please refer order of The Hon'ble HRERA Authority dated 13.11.2025. It is humbly submitted that The Hon'ble Authority had handed over the project to the association vide its order dated 18.05.2022 for completion of pending work of 04 towers. As per this order itself, the project was to be handed over back to the promoter after completion of pending work of 04 towers.

The association tried its best to complete the pending work. However, it was unable to proceed with the work as planned and hence it communicated this fact to The Hon'ble Authority in writing on 01.02.2024.

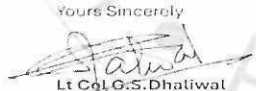
Subsequent to this development, the promoter submitted to The Hon'ble Authority that it has negotiated with a prospective investor and is in a position to complete the pending work of 04 towers. Meetings were held amongst all stakeholders and a general consensus was reached on this fact was brought to the notice of The Hon'ble Authority also.

The Hon'ble Authority directed us vide its order dated 13.11.2025 to submit a joint MOU on this subject. The same has been executed and a copy of this MOU has been submitted to The Hon'ble Authority by the promoter company.

As per MOU executed between both the parties, all allottees during the GBM on 2nd November 2025, have accepted the proposal of GLM that the land of the 04 towers and land required for common amenities which falls in balance area shall be handed over to GLM for completion of 04 towers and allied facilities. In view of the above, we request The Hon'ble Authority to kindly pass orders on the subject.

Thanking you

Yours Sincerely


Lt Col G.S. Dhaliwal
Secretary


V. Bhargava


G. S. Dhalwal


Aswani

14. In view of the foregoing, Authority directs as follows:

- i. The Memorandum of Understanding dated 22.11.2025 is taken on record, subject to compliance with the directions of the Authority. The parties are directed to place on record, on or before 15.01.2026, an affidavit duly sworn by the authorised representatives of both parties, specifically affirming that Clauses (I), (L) and (M), and any other clause that, in any manner, seeks to involve, refer to, or bind the Authority, stand withdrawn, shall not be relied upon, and shall not form part of the operative terms of the MOU.
- ii. Authority further directs the President and all members of the Association to resolve all issues pertaining to the internal functioning, governance, and management of the Association before the office of the Registrar, Cooperative Societies, Haryana, in accordance with the applicable statutory framework. The parties shall place on record before this Authority the final outcome or order passed by the Registrar, Cooperative Societies, Haryana, immediately upon conclusion of the said proceedings.
- iii. In light of the material placed on record and the promoter's undertaking in the MOU, the Authority decides that the four towers referred to in the MOU and the land required for common amenities in the balance area shall be handed back to the promoter for



completion subject to strict compliance with the following conditions:

- a) all statutory compliances, approvals and permissions including sanctioned/approved plans and service approvals must be obtained before commencement of construction;
- b) the construction of the four towers in question shall be commenced on priority and completed with due expedition;
- c) present allottees shall not be charged anything beyond the BBA as agreed and recorded in the MOU;
- d) the payment terms and other financial obligations as set out in the MOU in relation to the existing allottees shall be adhered to strictly by the promoter;
- e) the promoter shall obtain the Occupation Certificate (OC) for the relevant towers on priority and thereafter offer valid possession of units in these towers to the existing allottees who are entitled to possession;
- f) in consultation with the executive members of the Association, the promoter shall prepare and submit to the Authority a proper schedule i.e., a construction-linked plan for the four towers indicating milestones, timelines and corresponding

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financial/quality controls. This shall be done by 20th December 2025.

g) the Authority reserves the right and statutory mandate to appoint a Commissioner at periodic intervals to physically verify the progress of construction, and the promoter shall cooperate fully with such verification; and

h) allottees who were earlier allotted units in the 5th tower (yet to be constructed) and who opt to be shifted to the 4th tower shall be accommodated by the promoter in accordance with the terms agreed in the MOU.

i) The promoter will also simultaneously develop common facilities including club etc so that the allottees of the four towers, who will be the first occupants can enjoy the development and not be restricted to just their towers in an undeveloped project.

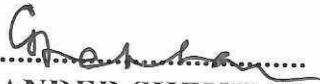
iv. The promoter shall, before commencing construction, infuse funds to the tune of ₹10 crores in the RERA account to commence construction activity and to demonstrate to the allottees that the Company is serious in its intent to complete the project, followed by another Rs 5.00 cr as per the MOU. After the initial tranche of Rs. 15.00 cr is utilized during the construction phase, GLM will issue the

first demand notices to the allottees to clear 50% of their overdue sums and will simultaneously infuse another Rs 5.00 cr within 15 days of that. After utilization of Rs.20.00 crore, GLM will afford a grace period of another 15 days to the allottees to pay up 50% of their over dues. GLM will not stop construction due to want of funds as stipulated in the MOU.

- v. The promoter shall file with the Authority, within seven days of commencement of construction, an affidavit specifying (a) the date on which construction commenced and the detailed construction schedule for each milestone.
- vi. The Association and the promoter shall ensure that all implementation under the MOU is carried out in good faith and in conformity with law. Any deviation from the Conditions or any attempt to rescind the obligations accepted in the MOU without the Authority's concurrence shall attract appropriate consequences.
- vii. The promoter shall apply for RERA registration as soon as is possible with complete documentation, fee and late fee as may be prescribed.



15. In view of the above observation and directions, cases are adjourned to
22.01.2026.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]