



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. UHBVN

....RESPONDENT(S)

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

Date of Hearing: 16.10.2025

Hearing: 39th in Complaint No. 1319 & 1320 of 2020.
46th 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).
President of complainant association, in person (in complaint no. 559/2018).
Mr. Surjeet Bhadu, counsel for respondent no. 1 through VC. (in complaint no 559/2018).
None for respondent no. 2 to 5 (in complaint no. 559/2018).
Ms. Ayushi Garg, counsel for respondent no.6 through VC.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Vide last order dated 09.10.2025, Authority observed as follows:

"5. After detailed deliberations, it was noted by the Authority that there exists a good possibility of resolution between the parties on mutually acceptable terms. Both sides, through their representatives, conveyed their willingness to formalize the terms of their mutual understanding in writing. Considering the same, Authority directs that the parties may prepare and submit a detailed Memorandum of Understanding (MOU) encapsulating all mutually agreeable conditions, including timelines, milestones, dates, financial arrangements, and obligations of both parties, duly signed by all concerned.

6. It is clarified that the Authority shall not be a signatory or party to any such MOU executed between the parties. The Authority further emphasizes that no assurance or commitment contrary to the provisions of The Real Estate (Regulation and Development) Act, 2016 or rules/regulations framed thereunder shall be construed to have been given by the Authority.



The role of this Authority will remain supervisory and as per the RERD Act.

7. It is also pertinent to record that, as per the order dated 18.05.2022 of this Authority, the project has already been handed over to the complainant association, and the same continues to remain under their charge. The primary focus of the Authority shall continue to be the completion of the four towers in accordance with law and the resolution plan mutually agreed upon between the parties. Hence, the question of recognising the existing Promoter as a new promoter once the existing expired licence is renewed, does not arise.

8. In light of the above, and keeping in view the willingness exhibited by both parties to amicably resolve the outstanding issues, Authority hereby directs that the parties shall prepare and submit a Memorandum of Understanding (MOU) containing all mutually agreed terms and conditions, timelines, and commitments, duly signed by all the concerned parties, on or before 14.10.2025.

9. Moreover, vide order dated 21-08-2025, this Authority had, to protect the interests of the allottees, directed that in the newly opened RERA accounts, one of the authorised signatories will be from the association. Today, during discussions, it seemed that the RWA was satisfied with not having an authorised signatory in the new RERA account. This issue may be clarified and written explicitly by the RWA in their MOU”.

2. Pursuant to the aforesaid directions, the complainant-association has filed a Status-cum-Compliance Report on 15.10.2025 stating therein that, in compliance with Para 5 of the last order, the draft Memorandum of Understanding (MOU) is presently under discussion between the parties and could not be finalized as yet. It has been submitted that upon finalization of the mutually agreed terms and conditions, timelines, and obligations of both parties, the same shall be placed before the General Body of the Association for its approval. It is further stated that in the event the General Body suggests any modification in the draft MOU, such changes shall be duly incorporated before its execution.

3. The complainant-association has further submitted that since it represents the collective interests of the majority of homebuyers, it is essential that the MOU be approved in the General Body Meeting (GBM) prior to its submission before this Hon'ble Authority, as all allottees have invested their hard-earned money towards the project with the aspiration of owning their homes. It has been further stated that a minimum notice period of fifteen (15) days is required to convene the General Body Meeting, and accordingly, the Association has sought a period of one month for finalization of the MOU and completion of the process of convening the GBM for approval thereof.
4. Further, Lt. Gen. (Retd.) Dr. D.D.S. Sandhu, of the complainant-association, submitted that the parties are presently at loggerheads regarding two specific issues, the first being related to the structural audit of the project. He submitted that a neutral and competent third party may be appointed to carry out an independent structural audit, preferably an institution like Punjab Engineering College, Chandigarh.
5. The respondent counsel also agreed that a neutral and competent third party be appointed for a structural audit.
6. Authority is of the view that reputed government or public institutions such as PEC (Punjab Engineering College), Chandigarh, or any of the IITs, have the requisite expertise and are also seen as being above board.
7. Accordingly, Authority directs the parties to complete the process of finalization of the MOU within 2 months. The parties shall also ensure that the aspect

relating to the structural audit as directed by the Authority is duly incorporated as a specific clause in the MOU.

8. Parties are at liberty to file the finalized and duly approved MOU, along with all specifications and relevant details, before the Authority by 13.01.2025.
9. With the above directions, cases are adjourned to 13.11.2025.


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]


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NADIM AKHTAR
[MEMBER]


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PARNEET S SACHDEV
[CHAIRMAN]