

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

Date of order: 09.01.2026

NAME OF THE PROMOTER		M/s Parsvnath Developers Limited and M/s Titan Infracon LLP	
PROJECT NAME		IT Park Colony	
S. No.	Case No.	Case title	Appearance
1.	CR/1909/2025	Sandeep Jain V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP	Bhrigu Dhani (Complainant) Yatharth Chugh (Respondent No.1) Venket Rao (Respondent No.2)
2.	CR/1929/2025	Sandeep Jain V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP	Bhrigu Dhani (Complainant) Yatharth Chugh (Respondent No.1) Venket Rao (Respondent No.2)

CORAM:	
Arun Kumar	Chairman

ORDER

- This order shall dispose of the 2 complaints titled above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.



2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, IT Park Colony situated at Sector-48, Gurugram being developed by the respondents/promoter i.e., M/s Parsvnath Developers Limited and M/s Titan Infracon LLP. The terms and conditions of the buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking execution of BBA, payment of pending assured return, handover of possession and payment of delay possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"IT Park Colony" Sector-48, Gurgaon
Project area	6.45 acres
DTCP License No.	47 of 2008 dated 11.03.2008 valid upto 10.03.2025
Name of Licensee	Dharmander-Karambir & 3 Ors.
RERA Registration	Not Registered
Possession Clause: Not provided	
Occupation Certificate: 19.11.2024 and 05.08.2025	

Sr. No	Complain t No., Case Title, and Date of filing of complaint	Date of MoU	Unit No.	Unit adm easu ring	Due date of Possessio n	Total Sale Consideratio n / Total Amount paid by the complainant	Relief Sought
1.	CR/1909/2025 Sandeep Jain V/s M/s	01.04.2011 (page 24 of complaint)	Not allotted	1000 sq. ft. (super) (as per	Cannot be ascertained	Total Sale Consideration: Rs.22,50,000/- (as mentioned in clause 1(a) of MoU at page	Execution of BBA, AR, Possession, DPC



	Parsvnath Developer s Limited and M/s Titan Infracon LLP DOF: 11.04.2025 Reply Status R-1 Not Filed (R-2): 03.10.2025			MoU at page 24 of complaint)		24 of complaint) Amount Paid: - Rs.20,25,000/- (as per page no.25 of complaint)	
2.	CR/1929/2025 Sandeep Jain V/s M/s Parsvnath Developer s Limited and M/s Titan Infracon LLP DOF: 11.04.2025 Reply Status R-1 Not Filed (R-2): 03.10.2025	01.04.2011 (page 24 of complaint)	Not allotted	1000 sq. ft. (super) (as per MoU at page 24 of complaint)	Cannot be ascertained	Total Sale Consideration: Rs.22,50,000/- (as mentioned in clause 1(a) of MoU at page 24 of complaint) Amount Paid: - Rs.20,05,000/- (as per page no.25 of complaint)	Execution of BBA, AR, Possession, DPC

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the MoU executed between the parties in respect of said spaces for non-execution of BBA, payment of

pending assured return, handover of possession and payment of delay possession charges.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case ***CR/1909/2025 Sandeep Jain V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP*** are being taken into consideration for determining the rights of the allottee(s)

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"IT Park Colony" Sector-48, Gurgaon.
2.	Nature of the project	I.T. Complex
3.	Project area	6.45 acres
4.	DTCP license no.	47 of 2008 dated 11.03.2008 [as per page 21 of R-2 reply]
5.	RERA Registered/ not registered	Not Registered
6.	Unit no.	Not allotted
7.	Unit area admeasuring	1000 sq. ft. (as mentioned in MoU at page 24 of complaint)
8.	Allotment letter	Not on record



9.	Date of execution of MoU	01.04.2011 (page 24 of complaint)
10.	Execution of BBA	Not executed
11.	Possession clause	Not provided
12.	Due date of possession	Cannot be ascertained
13.	Assured/Investment return clause	<p>"2(a). That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs.2025/- per square foot of the entire super area to be allotted, on or before the signing this Memorandum of Understanding. That First Party shall after receipt of party consideration @ Rs.2025/- per square foot of the entire super area i.e. Rs. 2025000/- given an investment return @ Rs.42.75 per square foot per month i.e. Rs.42,750/- by way of interest (subject to deduction of tax at source) w.e.f. 01/04/2011 on quarterly intervals at the end of every quarter for which it is due.</p> <p>3. "That the First Party shall two months prior to date of offer of possession of space demand from the Second Party the remaining consideration amount @ Rs.225/- per square foot of super area of the Proposed Premises i.e. Rs. 2,25,000 subject to increase or decrease on the basis of actual super area of the space at the time of completion / offer of possession of the space. Henceforth on receipt of total sale consideration of Rs. 22,50,000 subject to increase or decrease as aforesaid the First Party shall pay to the Second Party an investment return (interest) of @ Rs.45 per square foot per month of the space are till such time the space is leased out (but subject to clause 6) on behalf of</p>

		<i>Second Party by the First Party at the exclusive cost of the First Party."</i> (as per page 24-25 of complaint)
14.	Total sale consideration	Rs.22,50,000/- (as mentioned in clause 1(a) of MoU at page 24 of complaint)
15.	Amount paid by the complainant	Rs.20,25,000/- (as per page no.25 of complaint)
16.	Occupation certificate	Not on record
17.	Offer of possession	Not Provided

B. Facts of the complaint:

8. The complainant has made the following submissions: -
 - I. That in and around the mid of year 2009, the complainant was deceived by the shrewd marketing gimmicks and false advertisements floated by the respondents into investing his hard-earned monies into their project, namely, "I.T. Park" being developed in terms of license no. 47 of 2008 valid upto 10.03.2020 granted by the DGTCP for development of the said project in the revenue estate of Village Tikri, Gurgaon Pataudi, Sector-48, Gurugram, Haryana.
 - II. That in furtherance of the same the complainant agreed to take allotment of a commercial unit having a super area of 1000sq. ft. at a rate of @Rs.2,250/- per sq. ft. totalling to a total sale consideration of Rs.22,50,000/-.
 - III. That the complainant paid the initial booking amount in the year 2009, i.e. Rs.3,00,000/- and was issued receipt dt. 28.07.2009 and has thereafter till 24.12.2010 made further payments totalling to Rs.20,25,000/-.
 - IV. That in order to put the said terms into writing, the complainant and respondent No. 1 executed a Memorandum of Understanding ("MoU")

dated 01.04.2011; certain terms of the said MoU are reproduced herein for kind consideration;

- 1(a)** That the First Party hereby agrees to sell/allot to the Second Party space admeasuring the aggregate tentatively, a super area of 1000 sq.ft (92.90sq.mts) (here in after referred to as the "Space/proposed premises") subject to final completion of the building in the proposed Complex of I. T. Project in Sector - 48 Village Tikri, District Gurgaon, Haryana on Main Gurgaon Sohna Road @ Rs.2250/- per sq.ft. of super area amounting to a total consideration of Rs. 22,50,000/-. (Rupees Twenty Two Lacs Fifty Thousand Only). The final area on completion may increase or decrease by about 10% of the tentative area agreed herein to be allotted. Correspondingly the consideration amount shall increase or decrease.
- 2(a)** That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs.2025/- 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.2,025/- per square foot of the entire super area i.e. Rs.20,25,000/- (Rupees Twenty Lacs Twenty Five Thousand Only) give an investment return @ Rs.42.75 per square foot per month i.e. Rs.42,750/- (Rupees Forty Two Thousand Seven Hundred Fifty Only) by way of interest (subject to deduction of tax at source) w.e.f. 1st April, 2011 on quarterly intervals, at the end of every quarter for which it is due.
- 2(b)** That the Second Party has prior to the signing of this Memorandum of Understanding, paid to the First Party a sum of Rs. 20,25,000/- (Rupees Twenty Lacs Twenty Five Thousand Only) as per following details...
- (3)** That the First Party shall, two months prior to date of offer of possession of space, demand from the Second Party, the remaining consideration amount @ Rs.225/- per square foot of super area of the Proposed Premises i.e. Rs.2,25,000/- (Rupees Two Lacs Twenty Five Thousand Only) subject to increase decrease on the basis of actual super area of the space at the time of completion / offer of possession of the space. Henceforth on receipt of total sale consideration of Rs.22,50,000/- (Rupees Twenty Two Lacs Fifty Thousand Only) subject to increase or decrease as aforesaid, the First party shall pay to the Second Party an investment return (interest) @ Rs.45/per square foot per month of the space till such time the space is leased out (subject to clause 6) on behalf of

Second Party by the First Party at the exclusive cost of the First Party.

(5) The first Party would pay the guaranteed investment return as aforesaid to the Second Party at quarterly investment at the end of every quarter for which it shall fall due.

- V. That in terms of the said MoU, the scheme for investment offered to the complainant was an assured return scheme, wherein, w.e.f April 1st, 2011 an amount of Rs.42,750/- was to be paid per month to the complainant, till offer of possession after receipt of OC and thereafter the terms with respect to lease were to come into effect.
- VI. That despite several follow ups and requests the respondents failed to execute the builder buyer agreement or issue any allotment letter in favor of the complainant.
- VII. That after execution of the MoU dated 01.04.2011, the complainant repeatedly asked the officials of the respondents to execute other documents such as the allotment letter, builder buyer agreement, however the officials of the respondent kept delaying the execution of the same on one pretext or another. Since the complainant had already paid the entire sale consideration amount to the respondents, the complainant had no choice but to keep agreeing and waiting for the respondents to execute the other requisite documents.
- VIII. That the respondents have paid the said assured return amounts only till July, 2019 and have thereafter defaulted in paying the same. That despite numerous visits and requests the respondents have till date failed to either make payment of the outstanding assured return amounts or handover possession of the said unit.
- IX. That till date the respondents have not given the possession of the unit after obtaining the requisite OC. Neither paid the assured return amounts which remain outstanding from July, 2019 onwards till the date of actual physical handover of the unit, along with interest on

account of non-payment of the assured return amounts to the complainant and payment of delay penalty charges. That the complainant has been regularly suffering on account of wilful neglect of the respondents in complying with their contractual obligations.

C. Relief sought by the complainant:

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

I. Direct the respondents to execute BBA, pay pending assured return, handover of possession and to pay of delay possession charges.

10. On the date of hearing, the Authority explained to the respondents/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 respondents

11. The respondent no.1 put in appearance through its counsel and marked attendance on 12.09.2025, 14.11.2025 and 12.12.2025. Despite specific direction for filing reply in the matter, no reply has been received from respondent no.1 with regard to the present complaint till date. It shows that the respondent no.1 is intentionally delaying the procedure of the court by avoiding filing of reply in the matter. In view of the above, the defence of the respondent no.1 is hereby struck off.

12. The respondent no. 2 has contested the complaint by filing reply on the following grounds: -

- i. That the complainant booked the unit with the respondent No. 1 and the MoU was also executed between the complainant and the respondent No. 1 and no payment was made by the complainant to the respondent No. 2. Therefore, there is no privity of contract between the complainant and the respondent No. 2 and



thus, no responsibility of any of the relief sought in the present complaint lies against the respondent; thus, the respondent be deleted from the array of parties.

- ii. That M/s Parsvanath Developers Limited (Respondent No. 1') launched a commercial project, 'IT Park' (project), in the revenue estate of Tikri, Gurugram. The Complaint applied for an office space with the respondent No. 1 in the year 2009.
- iii. That as per document on record, on 01.04.2011, the respondent No. 1 and the complainant entered into a memorandum of understanding (MoU) and agreed to various contractual terms as mentioned in the agreement. However, it is pertinent to note that no unit number or floor number is mentioned under the MoU and hence, it is not known whether the complainant was allotted any unit by the respondent No. 1. It is submitted that there are no agreement or any contractual terms agreed between the complainant and the respondent No.2. Even the complainant in the entire complaint has failed mention a single submission as to why the respondent No. 2 has been made party to the present complaint when there are no agreed terms between them.
- iv. That it is submitted herein, the respondent No. 2 in the meanwhile, a development agreement was registered on 15.02.2021 was executed between the land owners, respondent No. 1, and the respondent No. 2 only for the purpose of completion of the construction of the project. Under the said development agreement, the respondent No. 2 was brought in for the development and completion of the project; however, the terms of the said agreement nowhere provide for the transfer of duties and obligations of allottees to the respondent No. 2. The respondent No.1 remained obligated towards the rights and entitlements of the allottees to whom the respondent No. 2 had sold

the spaces in the project within its area. It is to note herein that under the said agreement, the respondent No. 1 indemnified the respondent No. 2 against the contractual or financial defaults committed by the respondent No. 1 with the existing allottees. The respondent No. 2 indemnified respondent No. 1 for the acts which does not include the contractual rights and obligations of respondent No. 1 towards its existing allottees. That under the said development agreement, the area under the project to be shared among the parties was agreed under clause 14. Further, the area of the complainants falls within the area of the respondent No. 1 and all the liabilities and duties towards the complainants lies and shall be borne by the respondent No. 1.

- v. That in view of the abovementioned submissions, the complainant is not entitled to seek any relief against the respondent No. 2 and thus, the present complaint is not maintainable against the respondent No. 2.
- 13. 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 those undisputed documents and submissions made by the parties.

E. Maintainability of complaint

- 14. The Authority observes that the present complaint is based on an MoU dated 01.04.2011 vide which the respondent no.1 assured the complainant that it is planning to put up an I.T Park Complex at Sector-48, Gurugram in collaboration with the landowners and has submitted application for grant of licence and construction will be taken up on receipt of status of the land. Vide Clause 1(a) of the MoU dated 01.04.2011, it was agreed that the respondent no.1 shall allot a space/proposed premises admeasuring 1000 sq.ft. subject to final

completion of the building in the proposed complex of I.T. Project in Sector 48, Gurugram. Further, vide clause 12 of the said MoU, it was agreed that the complainant shall execute the flat buyer's agreement with the respondent no.1 in respect to the proposed premises as and when demanded by the respondent no.1. However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of memorandum of understanding and did not culminate into allotment of any plot, apartment or building.

15. The counsel for the respondent no. 1 vide proceedings dated 12.12.2025 has contended that even though the project has obtained the Occupation Certificate, the complainant has not produced any document evidencing allotment of a specific, identifiable unit in his favour. The MoU dated 01.04.2011 placed on record does not mention any unit number, tower, or allocation particulars. In the absence of a defined allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere MoU for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. Moreover, the complainant has enjoyed assured return to the tune Rs.42,750/- of month from April 2011 till July 2019. However, before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and

*includes the person who subsequently acquires the said allotment...
but does not include a person to whom such plot...is given on rent."*

16. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere execution of a Memorandum of Understanding and payment of a booking amount, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
17. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
18. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to execution of agreement for sale, payment of pending assured return, handover of possession and payment of delay possession charges pursuant to a Memorandum of Understanding, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
19. Moreover, it is observed that vide clause 12 of the said MoU, it was agreed that the complainant shall execute the flat buyer's agreement with the respondent no.1 in respect to the proposed premises as and when demanded by the respondent no.1. However, till filing of the complaint which is around 14 years 8 months from the date of execution of the MoU, neither any formal allotment has been made in

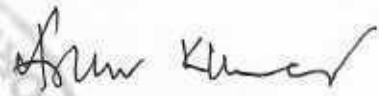
favour of the complainant nor any buyer's agreement has been executed between the parties. The complainant remained dormant of his rights for more than 14 years and he didn't approach any forum to avail his rights. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. The procedure of law cannot be allowed to be misused by the litigants. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause.

20. The Authority is of view that although the law of limitation does not strictly apply to the Act of 2016. However, the Authority under Section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim that *"the law assists those who are vigilant, not those who sleep over their rights"*. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances. Therefore, considering the above, it is determined that the present complaint has not been filed within a reasonable time period.
21. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable, as firstly the complainant does not fall within the



definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Secondly, the complainant has not filed the present complaint within a reasonable period of time. Consequently, the present complaint stands dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.

22. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
23. Complaints as well as applications, if any, stands disposed of accordingly.
24. Files be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026