

## REGISTRATION NO. 352 of 2017/7(3)/2022/04

RC/REP/HARERA/GGM/352 of  
2017/7(3)/2022/04

Date: 30.08.2022

UNIQUE NO. GENERATED ONLINE

RERA-GRG-1096-2022

REGISTRATION NO. 352 OF 2017 DATED 17.11.2017 VALID UPTO 31.12.2020 + SIX  
MONTHS COVID-19 EXTENTION i.e. 30.06.2021.

**HARERA**  
GURUGRAM

REGISTRATION CERTIFICATE TO REMAIN IN FORCE UPTO 30<sup>TH</sup>JUNE 2024  
UNDER SECTION 7(3) WITH FURTHER TERMS AND CONDITIONS IMPOSED IN THE  
INTEREST OF THE ALLOTTEES AND BINDING UPON THE PROMOTER

REAL ESTATE PROJECT RESIDENTIAL GROUP HOUSING COLONY

**ESFERA PHASE-II (TOWER A TO F)**



**HARERA**  
GURUGRAM

**HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM**

**AUTHENTICATED**

*Nambaj*  
(Naresh Kumar)

Chartered Accountant

**AUTHENTICATED**

*Ashu*  
(Asha)

Chartered Accountant



REGISTRATION NO. 352 of 2017/7(3)/2022/04  
FORM 'REP-III' [See rule 5 (1)]  
**HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM**



REGISTRATION NO. 352 of 2017/7(3)/2022/04		
RC/REP/HARERA/GGM/352 of 2017/7(3)/2022/04	Date: 30.08.2022	
UNIQUE NO. GENERATED ONLINE	RERA-GRG-1096-2022	
<b>REGISTRATION CERTIFICATE</b> <b>REAL ESTATE PROJECT RESIDENTIAL GROUP HOUSING COLONY</b> <b>ESFERA PHASE-II {TOWER A TO F}</b>		
<p>1. This registration is granted under section 7(3) of the Real Estate (Regulation &amp; Development) Act, 2016 to the following project.</p>		
<b>(A) PARTICULARS OF THE PART OF THE PROJECT/PHASE REGISTERED</b>		
S.N.	Particulars	Details
(i)	Name of the project	ESFERA PHASE-II {TOWER A TO F}
(ii)	Location	Sector 37C, Gurugram
(iii)	License no. and validity	64 of 2011 dated 16.07.2011, valid upto 15.07.2024
(iv)	Total licensed area of the project	17.00 acres
(v)	Area of part of project/phase for registration	8.5313 acres
(vi)	Nature of the project	Residential Group Housing Colony
(vii)	Total saleable unit of the project/phase for registration	Residential flats 437 flats 9 commercial shops
<b>(B) NAME OF THE PROMOTERS/LICENSE HOLDER</b>		
S. N.	Particulars	Details
(i)	Promoter 1/License holders	Imperia Structures Limited Prime Infoways Pvt. Ltd. Prime IT Solution Pvt. Ltd.
(ii)	Registered Address	A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044
(iii)	Corporate Office Address	A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044
(iv)	Local Address	A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044
(v)	CIN	U45400DL2010PLC198791

**AUTHENTICATED**  
1 | Page *Nkamboj*  
(Naresh Kumar)  
Chartered Accountant

**AUTHENTICATED**  
*Ashu*  
(Ashu)  
Chartered Accountant



(vi)	PAN	AACCI2321R
(vii)	Status	Active compliant
(viii)	Mobile No.	8377-965-432
(ix)	Landline No.	1146-469-999
(x)	Email-Id	akash.gupta@imperiastructures.in
(xi)	Authorized Signatory	Akash Gupta

**(D) DETAILS OF THE BANK ACCOUNT**

S. N.	Type of bank account	Account No	Branch name of the bank
(i)	Master Account of the Project (100%)	917020052747613	Axis Bank Limited, Jasola Branch, New Delhi-110025
(ii)	Separate RERA account of the project (70%)	921020013558639	Axis Bank Limited, Jasola Branch, New Delhi-110025
(iii)	Free account of the promoter of the project (30%)	921020013558639	Axis Bank Limited, Jasola Branch, New Delhi-110025

**(D) VALIDITY OF REGISTRATION**

The registration of this project shall be valid for the **period commencing from 01<sup>st</sup> July 2021 and ending on 30 June 2024** (completion date as declared by the promoter in REP-II).

This registration certificate is based on the information supplied by the promoter and an authenticated detailed project information (DPI) and declaration by the promoter is annexed herewith, which shall be read as part of this registration certificate.

This registration certificate is granted in pursuance of the agenda approved by the authority and the detailed order dated 30.08.2022 passed in this regard.

**(E) CONDITIONS OF REGISTRATION****2. This registration is granted subject to the following conditions, namely: —**

(i)	The promoter shall enter into an agreement for sale with the allottees as prescribed in the Haryana Real Estate (Regulation and Development) Rules, 2017, and amended as per requirements and approved by the authority.
(ii)	The promoter shall offer to execute and register a conveyance deed in favor of the allottee or the association of the allottees, as the case may be, of the unit/apartment, plot, or building as the case may be, as per section 17 of the Act;
(iii)	The promoter shall deposit a hundred percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the proportionate land cost to be used only for that purpose as per sub-clause(D) of clause (l) of sub-section (2) of section 4;
(iv)	The registration shall be valid for a period as mentioned above under the head "validity of registration"
(v)	The promoter shall comply with the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 as applicable in the State and regulations made thereunder applicable in the jurisdiction of this authority;

AUTHENTICATED

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(Naresh Kumar)

Chartered Accountant

AUTHENTICATED

(Asha)

Chartered Accountant



(vi)	The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
(vii)	The promoter shall comply with all other terms and conditions as mentioned in the attached detailed project information (DPI) and as conveyed by the Authority from time to time.
(viii)	<p>The apartment or building shall be sold only on a carpet area basis and not on a super area basis and the total sale consideration shall be inclusive of all charges. No separate EDC/IDC is payable by the allottees except the total sale consideration.</p> <p>Attention is invited to the model agreement for sale provided in the Haryana Real Estate (Regulation and Development) Rules, 2017. (Term 1.2)</p> <p><i>Explanation:</i></p> <p>(i) <i>The Total Price as mentioned above includes the booking amount paid by the allottee(s) to the Promoter towards the Plot/Unit / Apartment for residential / Commercial/ Industrial / IT/ any other usage (as the case may be) along with parking (if applicable);</i></p> <p>(ii) <i>The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential / Commercial / Industrial/IT/any other usage (as the case may be) along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purpose of such possession:</i></p> <p><i>Provided that, in case, there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification.</i></p>
(ix)	<p>The attention of the promoter is invited to the definition of common areas provided in section 2(n) of the Real estate (Regulation and Development) Act, 2016. Section 2(n) of the Real Estate (Regulation and Development) Act, 2016 is reproduced as under:</p> <p><i>“common areas” mean—</i></p> <p>(i) <i>the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;</i></p> <p>(ii) <i>the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;</i></p> <p>(iii) <i>the common basements, terraces, parks, play areas, open parking areas and common storage spaces;</i></p> <p>(iv) <i>the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;</i></p> <p>(v) <i>installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;</i></p> <p>(vi) <i>the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;</i></p>



	<p>(vii) all community and commercial facilities as provided in the real estate project;</p> <p>(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;</p>
(x)	The sale shall not be permitted through a real estate agent without the availability of a prospectus/brochure containing necessary details and a set of drawings and approvals with the real estate agent registered with the HARERA. In case of introduction of a new real estate agent or change/deletion of a real estate agent as mentioned in the DPI, the promoter shall inform the same to the authority.
(xi)	There shall not be any subvention scheme/ assured returned scheme for the registered project without prior approval of the authority.
(xii)	<p>The promoter at the time of booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely-</p> <p>(a) Sanction plan, layout plans along with specification, approved by the competent authority, by the display at the site or such other place as may be specified by the regulations made by the authority.</p> <p>(b) The stage-wise time schedule for completion of the project includes the provisions for civic infrastructure like water, sanitation, and electricity.</p> <p>[Obligation of the promoter under section 11(3)]</p>
(xiii)	<p>The promoter shall enable the formation of an association of allottees or society or co-operative society, as the case may be, of the allottees, or a federation of the same shall be formed, within a period of three months of the majority of allottees having booked their apartment/building/plot and inform the authority about the AOA.</p> <p>[Obligation of the promoter under section 11(4)(e),]</p>
(xiv)	<p>At the time of issue of the allotment letter, an application form for membership of the association of allottee shall be got filled up from the allottee.</p> <p>The promoter shall incorporate a condition in the allotment letter that the buyer of the unit shall enroll himself as a member of an association of allottees to be registered for this project.</p> <p>Every allottee of the apartment, plot, or building as the case may be, shall participate towards the formation of an association or society or corporative society or the allottees, or a federation of the same.</p> <p>[Duty of the allottee under section 19(9)]</p>
(xv)	The promoter shall issue the allotment letter as per the draft annexed in the detailed project information which is duly approved by the authority and authenticated by the promoter. In case, the promoter wants to amend certain conditions/clauses, a separate application with justification for such variation/change be submitted for consideration of the Authority and till such change is allowed, the draft allotment letter shall be followed as approved by the authority with the DPI or as per directions issued by the authority.
(xvi)	The promoter shall declare details of the unit along with specifications, payment plan, and time for handing over of possession of the unit after obtaining all required approvals from the competent authority.
(xvii)	As per section 13(1), the promoter shall not accept a sum of more than ten percent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering



	into a written agreement for sale as prescribed with such person and register the said agreement for sale, under any law for the time being in force.
(xviii)	The promoter is obligated to take various approvals/renewals whenever due within time, from the competent authorities. Any failure in this regard will invite stringent action as per the provision of the law against the promoter.
(xix)	It was made clear that the individual dates of handing over possession of the unit as per BBAs already entered shall not be changed if it is prior to the date of possession mentioned in the detailed project information (DPI).
(xx)	The promoter shall comply with the requirement of section 11(1) and submit the quarterly up-to-date status of the project for each quarter.
(xxi)	The promoter shall complete the construction of community sites within the completion period declared under section 4(2)(l)(C) of the Act, 2016 and any failure would attract stringent action and penal proceedings.
(xxii)	The authority reserves its right to initiate penal proceedings for violation of various provisions of the Real Estate (Regulation & Development) Act, 2016 and rules and regulations made thereunder. The decision of the authority instead of revoking the registration under section 7(1) and allowing the registration of the project to remain in force is without prejudice to the right of the authority to initiate penal proceedings on violations of the provision of the Act and rules and regulations made thereunder by way of any omissions or commissions either before or post this permission.

**(F) COMPLIANCES TO BE MADE BY THE PROMOTER**

(i)	The DTCP, Haryana has vide Memo No. 5125 dated February 7, 2018, granted occupation certificate to Imperia Structure Limited & Others, with respect to Tower G, H, I and EWS Block (Phase-I), however the same was not registered with Authority. Similarly, it was observed that school site was also not registered with the Authority. The promoter shall make an application with the authority u/s 4 of the Act for registration of the remaining areas of license no. 64 of 2011 within three months of issuance of this certificate to permit registration of this part of the project to remain in force.
(ii)	That vide court order/decreed dated January 12, 2016, passed by Senior Judge, Senior Division, Gurugram in case no. CS/3145/2015, title as M/s Imperia Structures Limited vs. M/s Prime Infoways Private Limited, M/s Prime IT Solutions Private Limited, and M/s Maven Developers Private Limited the licensed area is further divided between the license holder and you got a share over an area admeasuring 6.07 acres is allocated to M/s Prime Infoways Private Limited, M/s Prime IT Solutions Private Limited. The promoter shall make an application with DTCP for segregation of license area between the license holders within three months of issuance of this certificate to permit registration of this part of the project to remain in force.
(iii)	The promoter shall make an application with DTCP for revalidation of building plan within three months of issuance of this certificate to permit registration of this part of the project to remain in force.
(iv)	The promoter shall comply with the all pending key conditions precedent and key conditions subsequent as specified in the term sheet issued by SWAMIH Investment Fund-I within the agreed/extended timeline with SWAMIH Investment Fund-I.



(v)	The authority concluded a separate penal proceeding and imposes a penalty of Rs. Ten lakhs for violation of sections 3 and 4 of the Real Estate (Regulation & Development) Act, 2016. The promoter shall deposit the penalty amount within one month of the disbursement of the fund from SWAMIH INVESTMENT FUND or within 90 days of issuance of this certificate to permit registration of this part of the project to remain in force, whichever is earlier.
(vi)	The promoter shall submit all pending quarterly progress reports (QPR) within one month of issuance of this certificate to permit registration of this part of the project to remain in force.
(vii)	The promoter shall comply with the requirement of section 4(2)(l)(D) and get his accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for that project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project. All such pending compliances after coming into force of the Real Estate (Regulation and Development) Act, 2016 shall be submitted to the authority within three months.
(i)	The promoter undertakes that it will not create any encumbrance by way of hypothecation/charge on future receivables from the sold unit as well as on separate RERA accounts except as per the term sheet of SWAMIH INVESTMENT FUND;
(ii)	The promoter shall deposit a hundred percent of the amounts realized for the real estate project from the allottees, from time to time, in a "Separate RERA Account" maintained in a scheduled bank to cover the cost of construction and the proportionate land cost and shall be used only for that purpose.
(iii)	The promoter is directed to provide a development plan/ construction plan in respect of community buildings and amenities and completion of internal development works within one month of issuance of this certificate to permit registration of this part of the project to remain in force as above.
(iv)	This permission regarding registration of this part of the project/ phase to remain in force is without prejudice to the rights of allottees as per section 18(1) of the Act regarding delay possession charges from the due date of possession to the actual handing over of possession or withdrawal from the project at his option and obligations arising on such eventuality. The promoter also undertakes to make payment of delay possession charges to the allottee as per section 18(1) of the Act from the promoter's funds and project cash inflow shall not be used for this purpose.
(v)	The promoter undertakes and ensures that it will complete the project in all sincerity having sufficient resources to complete the construction of this part of the project by the date specified above and to complete the whole project within the validity of the license. The promoter shall execute work as per the schedule submitted by him and milestones to be achieved as declared to the Authority/ SWAMIH INVESTMENT FUND.
(vi)	The promoter shall submit a comparison of proposed work (as per the PERT chart) and actual work completed on monthly basis on the 7th day of every consecutive month.



(vii)	The promoter has to ensure on affidavit that the quarterly progress report shall be submitted to the authority without fail and in case of default, the authority may withdraw/cancel the permission granted regarding registration of this part of the project/ phase to remain in force and may revoke registration as per provisions of section 7 of the Act.
(viii)	The authority may appoint a Commissioner Monitoring for monitoring the completion of the project as per the schedule submitted by the promoter and also to monitor compliance under various provisions of the Real Estate (Regulation and Development) Act. 2016 and the Rules and Regulations made thereunder.
(ix)	The promoter shall furnish in writing such information or explanation relating to the affairs of the project as the authority may require or seek through the monitoring commissioner to inquire about affairs of the promoter relating to the project.
(x)	It shall be obligatory on the part of the promoter to settle liabilities against this project as well as on the company level from its own fund. The only construction cost, statutory approval cost, and project-related non-construction cost should be incurred and paid from the project cash inflow. The promoter has submitted an undertaking that all such liabilities if any, arise in the future the same will be paid from the promoters' funds only.
(xi)	The promoter shall submit a copy of the occupation certificate granted by the competent authority along with a copy of the deed of the declaration filed with the competent authority;

**3. If the above-mentioned conditions are not fulfilled/ compliances are not made by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted therein, as per the Act and the rules and regulations made thereunder.**

**The above permission under section 7(3) of the of the Real Estate (Regulation and Development) Act, 2016 on expiry of registration certificate no. 352 of 2017 dated 17.11.2017 is granted vide agenda item of the Authority 30.08.2022.**

**Registration Certificate is remain in force subject to terms and conditions above in the interest of the allottees and binding on promoter.**

Dated : 30.08.2022

Place : Gurugram

*Copy Received  
Rufte  
Akash Gupta*



(Dr. K.K. Khandelwal)

Chairman

Haryana Real Estate Regulatory  
Authority, Gurugram

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