


REGISTRATION NO. 316 OF 2017 /7(3)/26/2023/03RC/REP/HARERA/GGM/316 OF 2017
/7(3)/26/2023/03

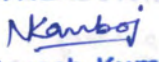
Date: 03.02.2023

REGISTRATION NO. 316 OF 2017 DATED 17.10.2017 VALID UP TO
16.05.2022 +SIX MONTHS COVID-19 EXTENTION i.e., 16.11.2022**REGISTRATION CERTIFICATE TO REMAIN IN FORCE UPTO 16TH NOVEMBER
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 COMMERCIAL PROJECT****"THE HIVE"****HARERA
GURUGRAM****HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM**

AUTHENTICATED


(Asha)
Chartered Accountant

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(Naresh Kumar)
Chartered Accountant

FORM 'REP-III' [See rule 5 (1)]

HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM
HARERA
GURUGRAM
REGISTRATION NO. 316 of 2017/7(3)/26/2023/03
 RC/REP/HARERA/GGM/316 OF 2017
 /7(3)/26/2023/03

Date: 03.02.2023

REGISTRATION CERTIFICATE
REAL ESTATE PROJECT COMMERCIAL PROJECT
"The Hive"

1. This registration is granted under section 7(3) of the Real Estate (Regulation & Development) Act, 2016 to the following project.

(A) PARTICULARS OF THE PROJECT/PHASE REGISTERED

S.N.	Particulars	Details
(i)	Name of the project	The Hive
(ii)	Location	Sector- 102, Gurugram
(iii)	License no. and validity	93 of 2012 dated 05.09.2012 valid up to 04.09.2025 30 of 2014 dated 12.06.2014 valid up to 11.06.2024 31 of 2014 dated 12.06.2014 valid up to 11.06.2024
(iv)	Total licensed area of the project	5.8469 acres
(v)	Area of part of project/phase for registration	5.8469 acres
(vi)	Nature of the project	Commercial Component
(vii)	Total saleable unit of the project/phase for registration	899 commercial unit

(B) NAME OF THE PROMOTERS/LICENSE HOLDER

S. N.	Particulars	Details
(i)	Promoter 1/License holders	M/s Radhika Polymers & Others.
(ii)	Promoter 2/Collaborator	M/s Clarion Properties Limited

(C) PARTICULARS OF THE PROMOTER 2/DEVELOPER

S. N.	Particulars	Details

(i)	Name	M/s Clarion Properties Limited
(ii)	Registered Address	129, Munish Plaza 20 Ansari Road, Darya Ganj New Delhi Central Delhi, Delhi-110002
(iii)	Corporate Office Address	Plot No. 8, Sector-44 Gurgaon, Haryana 122002
(iv)	Local Address	Plot No. 8, Sector-44 Gurgaon, Haryana 122002
(v)	CIN	U72900DL1996PLC079383
(vi)	PAN	AABCC6089M
(vii)	Status	Active
(viii)	Mobile No.	+91 9818-698-835
(ix)	Landline No.	+91 1244-989-300
(x)	Email-Id	cs@clarionpropertiesltd.com
(xi)	Authorized Signatory	Nirmal Chandra Pradhan

(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%)	00266200001332	Yes Bank Limited, Fortune Global Arcade, Sikanderpur, Mehrauli Gurgaon Road, Gurgaon Haryana 122002
(ii)	Separate RERA account of the project (70%)	005866300000191	Yes Bank Limited, Fortune Global Arcade, Sikanderpur, Mehrauli Gurgaon Road, Gurgaon Haryana 122002
(iii)	Free account of the promoter of the project (30%)	000281300002772	Yes Bank Limited, Fortune Global Arcade, Sikanderpur, Mehrauli Gurgaon Road, Gurgaon Haryana 122002

(D) VALIDITY OF REGISTRATION

The registration of this project shall be valid for the period commencing from 17th November 2022 and ending on 16th November 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 03.02.2023 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.

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(ii)	The promoter shall offer to execute and register a conveyance deed in favour 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;
(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>

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	<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) <i>all community and commercial facilities as provided in the real estate project;</i></p> <p>(viii) <i>all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;</i></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, Gurugram. 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)	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— (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. (b) The stage-wise time schedule for completion of the project includes the provisions for civic infrastructure like water, sanitation, and electricity. [Obligation of the promoter under section 11(3)]
(xiii)	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. [Obligation of the promoter under section 11(4)(e),]
(xiv)	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. The promoter shall incorporate a condition in the allotment letter that the buyer of the unit shall enrol himself as a member of an association of allottees to be registered for this project. 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 association of the allottees, or a federation of the same.

	[Duty of the allottee under section 19(9)]
(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 authority concluded the penal proceeding and imposes a penalty of Rs. Twenty-Five lakhs for violation of sections 3 and 4 of the Real Estate (Regulation & Development) Act, 2016. The promoter shall deposit the penalty amount within 30 days of issuance of this certificate to permit registration of this part of the project to remain in force.
(ii)	The promoter had revised the building plan as per the procedure prescribed policy of DTCP, Haryana, still, if any allottee feels aggrieved due to the above changes, the aggrieved allottee can approach the authority and will be entitled to receive appropriate compensation in the manner as provided under this Act of 2016. Further, the authority reserves its right to initiate penal proceedings for violation of section 14 (2)(ii) of the Real Estate (Regulation & Development) Act,

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	2016 for revision of the building plan without the prior written consent of at least two-thirds of the allottees.
(iii)	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 as specified in the DPI and to complete the whole project within the time declared in DPI. The promoter shall execute work as per the schedule submitted by him and milestones to be achieved as declared to the authority.
(iv)	The promoter had declared the completion period of the entire project by 16.11.2024, and few of the licenses/approvals would be expired within the time declared for completion of the project. Further, the promoter is directed to take various approvals/renewals whenever due within the time, from the competent authorities. Any failure in this regard will invite stringent action as per the provision of the law against the promoter.
(v)	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.
(vi)	The promoter undertakes that it will not create any further encumbrance by way of hypothecation/charge on future receivables from the sold unit as well as on separate RERA accounts except for the charge already created in favour of existing lender.
(vii)	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.
(viii)	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.
(ix)	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.
(x)	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.

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(xi)	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.
(xii)	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. 38 of 2018 dated 27.12.2018 is granted vide agenda item of the Authority 03.02.2023.

Registration Certificate has remained in force subject to the terms and conditions above in the interest of the allottees and binding on the promoter.

Dated : 03.02.2023

Place : Gurugram



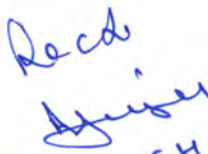

DR. KRISHANA KUMAR KHANDELWAL, IAS (R)
 (Dr. K.K. Khandelwal)
 CHAIRMAN
 HARYANA REAL ESTATE REGULATORY AUTHORITY
 Gurugram
 डा. कृष्णा कुमार खण्डेलवाल, आई ए एस (रि)
 हरियाणा भू-संपदा विनियामक प्राधिकरण
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