



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 09.08.2021.

Item No. 145.12

(iii) **Promoter :** Pioneer Town Planner Pvt. Ltd.

Project : "Faridabad Industrial Town" an Industrial Colony on land measuring 50.131 Acres in Sector 57, Faridabad.

Temp ID: RERA-PKL-785-2019

Present: Sh. Vivek Sethi, Counsel for promoter.

1. The Authority vide orders dated 05.07.2021 had observed that:

"In the orders dated 5.4.2021 the Authority had ordered that in the interest of allottees the project deserves to be registered. The Department of Town & Country Planning, Haryana was asked to file their objections if any in this regard by the next date of hearing. If no objection is filed by the department, the Authority will register the project.

ii. *No objection was received from the department on the last date of the hearing i.e., 22.6.2021 nor any objection has been received today. Accordingly, the Authority decides to consider the project for registration even though their license is yet to be renewed by the department for the reason that most of the colony is already developed and also non-registration of the project will adversely affect the interests of allottees. In fact the Authority would expect the department to renew the license as per law expeditiously.*

iii. *Since the colony has been sold by large number of land owners who had formed a conglomeration for development of the project, accordingly individual agreements have been made by the respective land owners with the allottees. Now the Authority is*



duty bound to ensure that a proper maintenance agency is available who would ensure maintenance of the colony. For this purpose, the Authority had expressed a view that a draft tripartite agreement to be executed between individual promoters, maintenance agency and the allottees be put up for approval of the Authority, in accordance of which colony will be maintained.

- iv. *The promoters have submitted a draft tripartite agreement. However, there are certain defects in the draft tripartite agreement, in the sense that while the default liability of the allottees has been defined the default liability of the promoter had not been defined.*
- v. *The Authority after consideration of the matter is of the view that either draft tripartite agreement should be amended to also define liability of the promoters as well as maintenance agency, or alternatively a binding Memorandum of Understanding should be executed by all the promoters to say that they will be jointly and severally liable for maintenance of the colony for 5 years or till such time as it is handed over to the Association of Allottees. The Authority will register the project after receiving such a document from the applicant- promoter."*

2. In compliance of the aforesaid order today, the Counsel for respondent have submitted amended tripartite agreement in which it is clearly mentioned that Maintenance Agency/'Developer- Iris Group' undertakes that they shall be jointly and severally liable for maintenance of the colony for 5 years or till such time as it is handed over to the Association of Allottees.

3. Taking note of the above, the Authority decides to register the project.

True copy



[Signature]
Executive Director,
HRERA, Panchkula

A copy of the above is forwarded to CTP, HRERA Panchkula, for information and taking further action in the matter.