

HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

Mini Secretariat (2nd and 3rd Floor), Sector-1, Panchkula. Telephone No: 0172-2584232, 2585232

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 11.10.2021.

Item No. 153.14

(ii) Promoter: Satiup Builders.

Project: "Revti City" - affordable Residential Plotted Colony

under DDJAY on land measuring 11.443 acres situated in Village Bariyawas in Sector 29-A, Rewari.

Temp ID: RERA-PKL-961-2021

Present: Adv. Shubhnit Hans, Counsel for respondent through

video conferencing

1. The matter pertaining to the registration of an affordable Residential Plotted Colony under DDJAY-2016 namely "REVTI CITY" to be developed over land measuring 11.443 acres in Sector-29A, Rewari was last considered on 04.10.2021, when the Authority had observed as follows:

"Authority after consideration observed that though the Power of Attorney confers powers upon the Promoter to execute conveyance deeds but there is no direct mention in this regard in the Collaboration Agreement. The Power of Attorney and Collaboration Agreement must convey the same content.

The applicant/ Promoter is directed to amend the Collaboration Agreement thereby granting all powers to the promoter to develop, sell and execute conveyance deeds for the entire licensed area.

2. In compliance, the promoter has submitted an "addendum to collaboration agreement" on 08.10.2021, whereby all powers are conferred to the developer (as referred to in clause no 25) which is reproduced below:-



"1. The developer shall be at liberty to sign, execute and register all deeds and documents for transfer of units on the basis of general power attorney executed and duly registered in favour of the developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the developer or the intending allottee(s)/buyer(s). The Developer and the Owner hereby mutually decided that the developer shall have the right to accept the financial consideration qua the developer's share and also the owner's share in HRERA account and also issue the receipts thereof from the intending allottee(s)/buyer(s) in its own name. The developer shall transfer the sell consideration to the owners of the owner's share from the prospective buyers of the owner's share."

- 3. The Authority has taken on record the addendum to collaboration agreement and decided to register the project with a condition that promoter shall get the building plans approved in respect of commercial pocket measuring 0.4529 acres and submit the same to the Authority along with deficit fee, if any. Till then, promoter shall not sell/dispose of any part/unit of the said commercial pocket.
- 4. A copy of the addendum to the collaboration agreement be uploaded on the web portal of the Authority.

True copy

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Executive Director, HRERA, Panchkula

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

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