

Project hearing brief

SN	Particulars	Details	
1.	Name of the project	Brahma City	
2.	Name of the promotor	M/s Brahma City Pvt Ltd	
3.	Nature of the project	Plotted colony	
4.	Location of the project	Sector 60, 62, 63 & 65, Gurugram	
5.	Legal capacity	Collaborator	
6.	Name of the license holder	Tejpal, Dal Chand, Chiman Lal and others	
7.	Name of the collaborator	M/s Brahma City Pvt Ltd	
8.	Status of project	Ongoing	
9.	Whether registration applied for whole/ phase	Phase	
10.	Online application ID	RERA-GRG-PROJ-867-2021	
11.	License no.	64 of 2010 dated 21.08.2010	Valid upto 20.08.2025
12.	Total licensed area	141.668 Acres	Area to be registered 53.58 Acres (Earlier area applied for registration was 48.00 acres)
13.	Project completion date as declared u/s 4(2)(l)(c)	31.12.2025	
14.	QPR Compliance (If applicable)	277 of 2017: Brahma City J- Block, December 2018 to June 2022 268 of 2017: Brahma City k- Block, December 2018 to June 2022 274 of 2017: Brahma City M- Block, March 2019 to June 2022 327 of 2017: INSPIRE December 2018 to June 2022	
15.	4(2)(l)(D) Compliance (If applicable)	N/A	
16.	Statutory approvals either applied for or obtained prior to registration		
	i)	License Approval	Date of approval 64 of 2010 dated 21.08.2010
			Validity upto 20.08.2025
	ii)	Zoning Plan Approval	07.07.2017
	iii)	Layout plan Approval	02.11.2016
	iv)	Environmental Clearance	03.09.2014
			03.03.2025
	v)	Service plan and estimate approval	LC-2365(Loose)/PA(VA)/2022/28955 Dated-22.09.2022
17.	File Status	Date	
	Project received on	26.05.2021	



1 st deficiency notice sent on	28.05.2021
Reply submitted on	07.06.2021
Hearing on	07.06.2021 (adjourned)
Hearing on	08.06.2021
Reply submitted on	01.07.2021
Hearing on	06.07.2021 (adjourned)
Hearing on	07.07.2021
Hearing on	27.07.2021
Hearing on	10.08.2021
Reply submitted on	16.08.2021
Hearing on	16.08.2021 (adjourned)
Hearing on	23.08.2021
Hearing on	13.09.2021
Hearing on	18.10.2021
Hearing on	02.11.2021
Reply submitted on	08.11.2021
Reply submitted on	09.11.2021
Hearing on	09.11.2021
Hearing on	23.11.2021
Reply submitted on	17.12.2021
Hearing on	20.12.2021
Hearing on	24.12.2021
Reply submitted on	24.12.2021
Reply submitted on	08.02.2022
Hearing on	14.03.2022
Hearing on	15.03.2022
Reply submitted on	29.09.2022
Reply submitted on	10.10.2022
Reply submitted on	12.10.2022
Hearing on	12.10.2022
Hearing on	14.11.2022
Hearing on	15.11.2022

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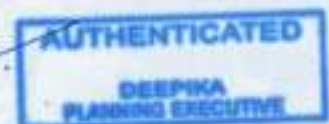
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	Hearing on	21.11.2022
18.	Present stage of completion for ongoing projects (%)	Ongoing
19.	Detail of encumbrances	Loan of Rs. 285 crores in favor of IndusInd Bank Ltd Period of loan 5 years
20.	The promoter has submitted the reply on 10.10.2022, 12.10.2022 which was scrutinized, and the status of documents submitted by the promoter are as follows:	<ol style="list-style-type: none"> 1. Online corrections in REP-I (Part A-H) needs to be done. Status: Submitted 2. Corrections in detailed project information needs to be done. Status: Submitted , 3. The promoter has applied for the registration of 48.00 acres of land but as per the non-registration notice sent to the promoter vide SCN No. RERA-GRG-2273-2021 dated 21.05.2021, unregistered area is 55.63 acres which needs to be clarified. Status: promoter has filled the DPI for 53.58 acres but as per SCN sent to the promoter, the area which is unregistered is 55.63 acres. The affidavit submitted by the promoter that area of 1.99 acres does not fall in the ownership of M/s Brahma city pvt. Ltd. and M/s Krrish Realtech Pvt. Ltd. is liable for taking registration of unregistered area. 4. The promoter has submitted the fees as per area applied for registration of 53.58 acres. Total fees which come out is Rs. 1,13,93,929/-. But according to the authority the area which should be registered is 55.63 acres and the total fees come out to be 1,18,05,986. And now it is noticed that excess fees is submitted by the promoter which is 12,91,074. Status: Excess fee of Rs. 12,91,074/-. 5. Final approval of BIP needs to be submitted. Status: Submitted 6. Environment clearance dated 03.09.2014 was approved for 147.282 acres. Status: Submitted 7. Details of sold unsold inventory for plots and shops needs to be submitted. Status: Submitted 8. Affidavit of promoter regarding arrangement with the financial institution to abide by the provision of RERA not submitted. Status: Submitted 9. Bank undertaking not submitted. Status: Submitted



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		<p>10. Board resolution duly acknowledged by bank for operation of bank account not submitted. Status: Submitted</p> <p>11. CA Certificate for financial and inventory details in case of ongoing project needs to be provided. Status: Submitted</p> <p>12. Application form, allotment letter, BBA, conveyance deed, payment plan and payment receipt of the existing allottees. Status: Submitted.</p> <p>13. Copy of draft application form, allotment letter, conveyance deed, builder buyer agreement, payment plan and payment receipt. Status: No requirement as all the units have been sold out and conveyance deed has been already executed there is no legal related documents needed.</p> <p>14. REP-II needs to be revised. Status: Submitted</p> <p>15. Facts- As per the undertaking given by the promoter the company has received funds against sale consider in different bank accounts which has no link with the master account and RERA account.</p>
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21. **Deficit Documents** All the deficiencies are removed.

22. **Case history**

BRIEF FACTS

- Ms. Deepika (Planning Executive) along with Mr. Laxmikant Saini of S. M. Saini & Associates, chartered accountant, as an expert consultant briefed the facts of the matter for registration of a real estate project under section 4 of the Real Estate (Regulation and Development) Act, 2016 for the real estate project 'Brahma City-Phase V' as detailed in the subsequent paras.
- This matter is submitted before the authority to decide the application dated 26.05.2021, submitted by M/s Brahma City Private Limited for registration of a real estate project under section 4 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "Act") for the project/phase "Brahma City-Phase V", (53.5840 acres) in the residential plotted colony over an area measuring 141.66875 acres in sector 60,61,62,63 & 65 of Gurugram. Details of the project/phase to be registered with the Haryana Real Estate Regulatory Authority, Gurugram is provided below in a tabular form.

1.	Name of the project	Brahma City-Phase V
2.	Name of the applicant promoter	M/s Brahma City Private Limited
3.	Location of the project	60, 61, 62, 63 & 65 of Gurugram

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4.	Nature of the project	Residential plotted colony		
5.	Total licensed area of the project	141.66875 acres		
6.	Area of the part of the project/phase for registration	53.5840 acres		
7.	License no. and date	64 of 2010 dated 21.08.2010		
8.	Validity of license up to last renewal	64 of 2010 dated 21.08.2010 valid up to 20.08.2025		
9.	Last renewal no. and date	Memo no. LC-2365-JE(VA)-2021/33401 dated 30.12.2021		
10.	The period of registration requested			
	(i)	Date for completion of development work of the entire project	31.12.2024	
	(ii)	Date by which CC/Part CC is to be applied	01.04.2025	
	(iii)	Date of completion of the whole project and the due date for obtaining CC/Part CC	20.08.2025	
11.	No. of plots/ units in the current phase of the project	219 plots, 1 commercial plot, and 6 community sites		
12.	The total cost of this part of the project as declared by the promoter	Total project construction cost (Rs. in lacs)	Total project non-construction cost (Rs. in lacs)	Total project cost (Rs. in lacs)
		5091.02	35661.32	40752.34

3. The brief facts leading to the present application for registration of real estate project "Brahma City-Phase V" Gurugram under the Real Estate (Regulation and Development) Act, 2016, by M/s Brahma City Private Limited as a license holder of the license no. 64 of



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2010 dated 21.08.2010 on which real estate project "Brahma City-Phase V" is developed in nutshell, are detailed in the following paras:

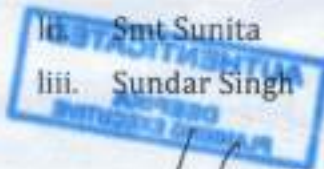
4. Originally, M/s Krrish Buildtech Private Limited along with other landowners whose details are exhibited in the subsequent paras made an application dated 20.04.2010 and 13.05.2010 for the grant of a license to develop a residential plotted colony under section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975, and rules made thereunder, namely, the Haryana Development and Regulation of Urban Areas Rules, 1976.
5. Pursuant to an application made by M/s Krrish Buildtech Private Limited along with other landowners, the Directorate of Town & Country Planning, Haryana (in short "DTCP") has granted a Letter of Intent (LOI) vide Memo No. LC-2365-DS (R)-2010/6888 dated 27.05.2010, for the development of a residential plotted colony on the land measuring 151.931 acres.
6. The competent authority i.e. DTCP, Haryana granted license no. 64 of 2010 dated 21.08.2010 for an area admeasuring 151.569 acres under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Haryana Rules 1976 made thereunder, for the development of a residential plotted colony in the revenue estate of village Nangli Umarpur, Ullawas, Madiawas and Kadarapur in the sector 60,61,62,63 & 65 of District Gurgaon, Haryana to the following persons/entities.
 - i. Aalia Real Estate Private Limited
 - ii. Aarli Builders And Developers Private Limited
 - iii. Aarnon Builders And Developers Private Limited
 - iv. Abw Infrastructure Private Limited
 - v. Alia Estate Private Limited
 - vi. Alphanso Builders And Developers Private Limited
 - vii. Bela Builders And Developers Private Limited
 - viii. Bela Builders Private Limited
 - ix. Bhagwan Dass
 - x. Bikhi Ram
 - xi. Bn Promoters Private Limited
 - xii. Chander Pal
 - xiii. Dharam
 - xiv. Dharam Pal
 - xv. Dharam Singh
 - xvi. Dharambir
 - xvii. Fori Propbuilt Private Limited
 - xviii. Gajraj Singh
 - xix. Giriraj Singh



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- xx. Hari Kishan
- xxi. Himadri Real Estate And Developers Private Limited
- xxii. Jai Parkash
- xxiii. Jhahriyamal
- xxiv. Kanwar Singh
- xxv. Krina Estate And Developers Private Limited
- xxvi. Lakhi Ram
- xxvii. Lavkush Builders Private Limited
- xxviii. Layak Ram
- xxix. Legend Buildcon Private Limited
- xxx. Pardeep Kumar
- xxxi. Paywing Propbuild Private Limited
- xxxii. Rakesh Suri
- xxxiii. Ram Rikh
- xxxiv. Ram Singh
- xxxv. Ramphal
- xxxvi. Ranbir
- xxxvii. Rati Ram
- xxxviii. Rattan Lal
- xxxix. Ratti Ram
- xl. Ravinder
- xli. Sani Ram
- xlii. Serial Buildtech Private Limited
- xliii. Shirya
- xliv. Shish Pal
- xlv. Siriya
- xlvi. Sitaram
- xlvii. Smt Bhagwati
- xlviii. Smt Geeta
- xliv. Smt Kiran
- i. Smt Kunti
- ii. Smt Sandhya
- iii. Smt Sunita
- liii. Sundar Singh



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- liv. Tamanye Builders Private Limited
- lv. Tanmay Developers Private Limited
- lvi. Tej Pal
- lvii. Tejpal
- lviii. Vidhi
- lix. Vikash
- lx. Virvati

in collaboration with M/s Krrish Buildtech Private Limited now known as M/s Brahma City Private Limited having an address of 406 Elegance Tower, Jasola District Centre New Delhi -110025.

Copy of Original license along with land schedule is annexed as Annexure-1

CHANGE OF SHAREHOLDING OF THE COMPANY & BENEFICIAL INTEREST PERMISSION

7. During the course of the proceedings, the attention of the authority was drawn to the fact that at the time of submission of the application for the grant of a license, Shri Amit Katyal and Smt. Deepali Katyal were a shareholder in the licensee company i.e., M/s Krrish Buildtech Private Limited now known as M/s Brahma City Private Limited. Subsequently, at the time of the grant of license the shareholding pattern of the company was changed and M/s Brahma Opportunities A, Limited was introduced as the main shareholder of the company.

The shareholding of the company as on 31.03.2021 is as exhibited in the below table

Sr. No.	Name of Shareholder	Nature	No. of Shares held	Face Value Amount (Rs.)	Percentage
Class A Equity Shares					
1.	Brahma Opportunities A, Limited	Class A	2462694	24626940	100.00%
Class B Equity Shares					
2.	Amit Katyal	Class B	865171	8651710	99.99%
3.	Krrish Infrastructure Private Limited	Class B	100	1000	0.01%
Compulsorily convertible Preference Shares					



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4.	Brahma Opportunities Limited	B, CC Preference Share	836204	8362040	100.00%
			4164169	41641690	100.00%

8. As per the scope of the policy for 'change in beneficial interest' issued vide Memo No. PF-51A/2015/ 2708; dated: 18.02.2015 any case involving a change in the 'beneficial interest' of the existing developer, designated as such at the time of grant of a license, shall be covered under the scope of this policy and shall accordingly require an application to the Director-General, Town and Country Planning, Haryana (DGTCP) seeking approval for the same. The D.G.T.C.P, Haryana has laid down policy parameters for allowing a change in beneficial interest, viz. change in the developer; assignment of joint development rights and/or marketing rights, etc. in a license granted under the Haryana Development and Regulation of Urban Areas Act, 1975. As per clause 2 of said policy:

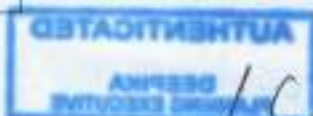
2.0 *SCOPE OF THE POLICY: Any case involving change in the 'beneficial interest' of the existing Developer, designated as such at the time of grant of licence, shall be covered under the scope of this policy and shall accordingly require an application to the Director General, Town and Country Planning, Haryana (DGTCP) seeking approval for the same. Without prejudice to their inherent general meaning, the terms:*

- (i) *'change in beneficial interest', shall include cases pertaining to change in existing Developer; assignment of joint development rights and/or marketing rights; cumulative change in shareholding pattern beyond 25% of shareholding existing at the time of grant of licence; etc., for which the licensee/Developer shall be required to seek the prior approval of DGTCP, under the present policy; and,*
- (ii) *'new entity' shall include any individual/entity, either proposed to be inducted as the Developer and/or shareholder(s); or for assignment of Joint Development and/or Marketing rights.*

It was further briefed that, it appears that there was a change in shareholding of the company beyond 25 % of the shareholding and this is the fit case involving a change in the 'beneficial interest' of the existing developer, designated as such at the time of grant of license. At the time of renewal of license no. 64 of 2010 vide Memo No. LC-2365-JE(VA)-2021/33401 dated 30.12.2021 the license was renewed subject to compliance with a few conditions. The relevant clause of conditions of renewal of the license is reproduced herein as follows:

"5. f. That project stands bifurcated between shareholders of the licenses company as per the agreement dated 06.08.2012 therefore the benefit under policy dated 18.02.2015 for the area being developed by each shareholder is required to be sought after clearly demarking the part/share of each company. Hence application in this regard shall be submitted in accordance with the provision within 30 days from the issuance of this letter."

9. Further, an MOU dated 13.06.2018 was executed between parties and as per clause no. 2.D of the MOU the Brahma shall be free to deal with commercial development in any manner whatsoever out of the land falling within the existing licensed land of 141.66875 acres. Thus, all the commercial plots lie in Brahma Part.



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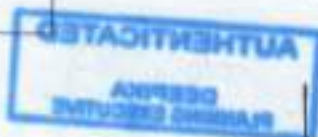
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10. That the said position has been re-iterated and re-affirmed by Krrish by way of undertaking dated 24.04.2019 wherein it is inter alia re-stated that the liability, obligations, and responsibilities vis a vis the areas falling within Krrish Allocation would be that of KRPL and BCPL will not be liable in this regard.
11. As the above license area was segregated between two parties and in compliance with the order of CLB and addendum to the settlement agreement dated 31.10.2015 and MOU dated 13.06.2018, the developer is required to approach the Department of Town & Country Planning (DTCP), Haryana for issuance of an order for segregation of the license area, rights, and obligation, etc. However, the developer failed to get such an order from DTCP at that time but get the ex-post factor approval from DTCP now vide memo no. LC-2365 (Loose)/PA/(VA)2022/28951 dated 22.09.2022.

CHANGE OF COMPANY'S NAME

12. It was further briefed to the authority that on 16.11.2010 the name of M/s Krrish Buildtech Private Limited(licensee) has been changed to M/s Brahma Krrish Buildtech Private Limited and further, on 17.02.2011 the name of M/s Brahma Krrish Buildtec Private Limited has been changed to M/s Brahma City Private Limited. The same was updated in the record of the Registrar of Company (RoC) and a revised COI was issued by virtue of the provisions of the Companies Act 1956, the name of the license holder/collaborator was also substituted to M/s Brahma City Private Limited in the record of DTCP.
13. In compliance with said policy and conditions no. 5(f) of the renewal letter, the promoter M/s Brahma City Private Limited made an application for allowing a change in beneficial interest and has obtained ex-post facto approval for change In shareholding pattern from DTCP vide memo no. LC-2365 (Loose)/PA/(VA)2022/28951 dated 22.09.2022 as follows.
3. *While passing orders dated 10.02.2022 in pursuance of order dated 11.11.2021 passed by Appellate Authority-cum-PSTCP in appeal no. 18 of 2017 titled as MVN Infrastructure Pvt. Ltd. Vs DTCP and Others, it came to the notice of the Department that settlement agreement dated 06.08.2012, executed between shareholders of developer company was acknowledged by Company Law Board vide order dated 09.08.2012 for deciding the disputes between them, which has been taken into cognizance while issuing the present orders. Further, since the settlement agreement has been entered into after following due legal procedures and has attained finality with the orders of CLB in the matter, the same (i) deserves to be recognized at par with the requirement for registered collaboration agreement in change of beneficial interest matters, and, (ii) obviates the need for inviting objections and suggestions prior to grant of final approval for such change in beneficial interest.*
4. *Accordingly, after receipt of requisite application along-with administrative charges in compliance of condition no. 9(iii) imposed in order dated 10.02.2022 and condition no. (f) of renewal order dated 30.12.2021, ex-post facto approval for change in share holding pattern of the developer company i.e. Brahma City Pvt. Ltd. is hereby granted subject to the followings: -*
- a) *That the terms & conditions as stipulated in the above said licence will remain the same and duly complied with in letter & spirit.*
- b) *That the company shall be responsible for compliance of all provisions of Act 8 of 1975 & Rules 1976,*



K. G. M.



- c) That the shareholders of the developer company shall abide by the terms and conditions of the settlement agreement(s) executed between them and as taken into cognizance by the Department.

These orders are issued without pre-judice to the matter pending in litigation before the Hon'ble Supreme Court of India in SLP No. 6013 of 2022 and CWP No. 2926 of 2022 pending before Hon'ble Punjab and Haryana High Court. Further, these orders shall also be construed to be amended w.r.t. any variations as may be passed by Hon'ble Supreme Court/ Hon'ble High Court in above said matters."

DE-LICENSE OF PART OF THE LICENSE AREA

14. During the course of the hearing attention of the Authority was drawn to the fact that khasra no. 6//22(8K-0M), 6//23(8K-0M), 9//7(7K-13M), 9//14(8K-0M), and 26//20/2/1(2K-13M) total area measuring 33K-26 M i.e. 4.2875 acres of village Maidawas was have been included inadvertently in the land schedule issued with the license no 64 of 2010. Therefore, the above said khasra no. was excluded from license no. 64 of 2010 vide DTCP, Haryana order no. DS(R)-LC/2365/2011/18200-216 dated 07.12.2011 reducing the licensed area of the said license to 147.281 acres.

LAND TITLE DISPUTE

15. It was further briefed that as per the terms and conditions of the license, the site should be free from litigation/ acquisition. However, it was observed that after the grant of the license there was some litigation on the title of land arise and these are still pending before the various courts/authorities. The developer submitted that there was no dispute on the area to be registered under the current application. Some disputes are pending but these are on the Krrish part of the land and details are not available with the applicant.
16. The attention of the promoter was drawn to section 18 (2) of the Act w.r.t. return of amount and compensation to the allottees. The relevant provision of the Act is reproduced herein below: -

"18 (2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force."

In view of the above, the promoter should be directed to clear the title of the project land from any litigations before the offer of possession and if due to the above litigation, any allottee gets the defective title of land and in case of any loss caused to him due to defective title of the land then the allottee would be entitled to get compensation as provided in section 18(2) of the Act.

LICENSE & STATUTORY APPROVAL STATUS

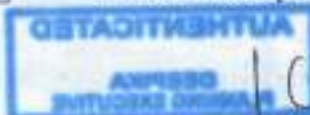
17. It was further briefed to the authority regarding the validity of the license and other statutory approvals as provided in the below table-

S.N.	Particulars	Approval no.	Date	Valid up to	Remarks
1.	License	64 of 2010	21.08.2010	20.08.2025	Valid



2.	Zoning Plan	ZP-763-Vol-III/AD(RA)/2017/15880	07.07.2017	N.A	Valid
3.	Layout plan approval	ZP-763-Vol-II/SD(BS)/2016/24060	02.11.2016	N.A	Valid
4.	Environment Clearance approval	SEIAA/HR/2014/1143	03.09.2014	02.03.2025	Valid
5.	The service plan estimates approval	Memo No. LC2365(Loose)/PA(VA)/2022/28955	22.09.2022	—	Valid
6.	Forest NOC	4269-71-G	28.03.2014		Valid
7.	Tree cutting permission	JYB-0VV-ANE5	08.02.2021		Valid
8.	Power Line shifting NOC	110/TSG-301/VOL II	16.05.2017		Valid
9.	Electrical Load sanction	CH-127/SE/R-APDRP/OLNC-HT/GGN-II/EP-634	31.10.2021		Valid
10.	Assurance of Water supply	Memo No. EE(Proj)/GMDA/2021/827	15.12.2021		Valid
11.	Assurance for Sewage disposal	Memo No. GMDA/SEW/2021/1584	20.12.2021		Valid
12.	Assurance for Stormwater drainage	Memo No. GMDA/Drainage/2021/1628	28.11.2021		Valid

18. All the requisite approval are valid as the promoter had declared the completion period of the entire project by 20.08.2025, and few of approvals/renewals would expire within



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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.

REVISION IN LAYOUT PLAN

19. It was further briefed that the first layout plan of the residential plotted colony was approved along with the license and as per practice in the Department of Town and Country Planning, Haryana, and the layout plan was revised along with the license in case of any amendments in the land schedule attached to the license. The layout plan of the residential plotted colony was revised several times as follows:

Date of Layout Plan	Area	Type of revision
21.08.2010	151.569	Original Layout cum demarcation plan
05.12.2011	147.281	Layout cum demarcation plan after delicensing of part of license land
02.12.2015	141.66875	Layout plan along with restoration of the license
12.06.2017	141.66875	Revised layout plan cum demarcation

20. On specific inquiry regarding revision in layout plan and impact of revision, the promoter submitted the following position:

- i. The layout plan of 141.66875 acres was approved on 02.12.2015 i.e., before the implementation of the RERA Act, and was not relevant as the same was done before the commencement of the RERA Act.
- ii. After 2016, the only change in the layout plan of 141.66875 acres was approved on 12.06.2017.

21. During the proceedings, the attention of the promoter was drawn to the section of Act 14 (2)(ii) of the Act w.r.t. adherence to sanctioned plans and project specifications by the promoter. The promoter was further apprised regarding the procedure to be adopted by the promoter before any revision in the sanctioned plan. The relevant provision of the Act is reproduced herein below: -

- "14. (1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans, and specifications as approved by the competent authorities.
- (ii) any other alterations or additions in the sanctioned plans, layout plans, and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building."

22. The promoter has submitted that the Department of Town and Country Planning, Haryana had framed the policy in respect of revision of the layout plan in case of



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residential plotted colony & following the same since 13.05.2011, even though the department is not allowing shifting of open space/ green belt/ park in case of the residential plotted colony, however shifting of other community sites, plots, etc are allowed. Further as per the policy of PSTCP memo no. Misc-2157/7/16/2006-2TCP dated 28.01.2013, the following procedure is to be followed by the colonizer and the department while approving revision in the layout plan:

14. (1) *The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans, and specifications as approved by the competent authorities.*
- (ii) *any other alterations or additions in the sanctioned plans, layout plans, and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building."*

23. The promoter has further submitted that the Department of Town and Country Planning, Haryana had framed the policy in respect of revision of the layout plan in case of residential plotted colony & following the same since 13.05.2011, even though the department is not allowing shifting of open space/ green belt/ park in case of the residential plotted colony, however shifting of other community sites, plots, etc are allowed. Further as per the policy of PSTCP memo no. Misc-2157/7/16/2006-2TCP dated 28.01.2013, the following procedure is to be followed by the colonizer and the department while approving revision in the layout plan:

- (i) *Colonizer shall inform all the existing plot holders about the proposed Layout Plan being revised through public notice in the newspaper (proforma enclosed) with a request to submit in writing objection, if any, within 30 days from the date of intimation by Competent Authority. A copy of the earlier approved layout plan and the proposed layout plan were made available on the website of Colonizer, at the office of Developer/ Colonizer as well as in the office of DTP (Planning). The Colonizer shall submit a report indicating the petition, if any, received by him from the allottee and action taken thereof along with an undertaking to the effect that the rights of the existing plot holders have not been infringed. Any allottee having any objection to the revised layout plan may file his/ her objection in the office of the concerned District Town Planner. The Public Notice may be published in at least three National newspapers widely circulated in the District, of which one should be in the Hindi Language.*

24. The promoter submitted that they had followed the procedure prescribed by the DTCP in memo no. Misc-2157/7/16/2006-2TCP dated 28.01.2013 and adopted consent through no objection mode.

Still, if any allottee feels aggrieved due to the above changes, the aggrieved allottee shall be entitled to receive appropriate compensation in the manner as provided under Act.

In view of the above, it is proposed that the promoter should further undertake that there would not be any change in said revised layout plan except for the UD area. Further, if any change is required due to additional license or any other reason the same shall be required to be done with the prior written consent of 2/3 of allottees.

REGISTRATION OF ONGOING PROJECT

25. The first proviso to section 3(1) of the Act provides that the projects which were 'ongoing' on the date of commencement of the Act and for which the completion certificate has not been issued, shall make an application to the Authority for registration of the said project within three months from the date of commencement of the Act.



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26. The promoters could not complete the project as on the date of coming into force of the Real Estate (Regulation and Development) Act, 2016 i.e. 1st May 2017, and also on the date of notification of the Haryana Real Estate (Regulation and Development) Rules, 2017, which were notified on 28.07.2017. As the rules were notified on 28.07.2017, the promoter could only apply after notification of the rules. Hence, three months period after the publication of rules is justified for making an application for registration of 'ongoing' real estate projects to comply without the late provisions of section 3(1) of the Act ibid.
27. However, many promoters failed to make an application for registration of a real estate project, within three months period after the publication of rules 2017. To facilitate the promoters and to give enough time for the promoters to understand and submit their applications for registration of the ongoing project according to the provisions of the Act and rules made thereunder, the Authority had given a further extension of one year for the registration of 'ongoing' real estate projects i.e., before 28th October 2018 with the fee as prescribed in schedule I of the said Rule.
28. Even with the extended times, the promoter failed to make an application for the registration of an ongoing real estate project and made an application on 26.05.2021 i.e. almost 2.5 years after the extended time.
29. There is a lapse on the part of the promoter and the promoters/developers shall be liable to pay the prescribed registration fee along with the late fee @ 50% of the registration fee as prescribed in schedule I for the first six months thereafter the late fee shall be increased to 50% of the registration fee for every next six months or part thereof i.e. cumulative of 300% of the fee as a late fee. The fee to be charged would be as follows

Particulars	FAR Area of the Project	FAR	Rate	Amount
Residential	203093.47	1.00	10.00	20,30,935
Commercial	13753.28	1.00	20.00	2,75,066
Registration Fees	2,16,846.75			23,06,000
Processing Fees	-		10.00	21,68,468
Add: Late fees			300%	69,18,001
Total fee to be paid				1,13,92,469
Less: Fee already paid				13097060
Excess Fee paid/(Shortfall)				17,04,591

30. The promoter had submitted that he had already paid the prescribed late fee as specified above and an excess amount of Rs. 1704591/- was paid by the promoter.



DEVELOPMENT OF THE REAL ESTATE PROJECT IN A PHASE-WISE MANNER AND AREA RECONCILIATION

31. It is further briefed that the promoter is developing the project land included in license no. 64 of 2010 dated 21.08.2010 into several phases and as per information submitted by the promoter, the project is proposed to be developed in six different phases on the said licensed area. The details of the phases launched and to be launched are exhibited below:

Phase-wise detail of license area	Land Area (in acres)	Registration certificate Number	Relevant status of remaining phases and remarks
Phase-1	8.5718	268 of 2017	Registration taken
Phase-2	8.5718	268 of 2017	Registration taken
Phase-3	6.9681	277 of 2017	Registration taken
Phase-4	2.0006	327 of 2017	Registration taken
Phase-5	53.584	Applied for	Application Made
Krrish Part	59.9300	65 of 2019	The registration of Krrish Realtech Private Limited was revoked by the authority u/s 7(1) of the act
Total	139.6263		
Area under Road	2.0425		The area falls under Krrish Realtech
Grand Total	141.6688		

32. On perusal of the documents submitted by the promoter, it was observed that the total combined area for all phases of the real estate project is 139.6263 acres and the same was compared with the licensed area 141.6688 acres of the residential plotted colony. It was observed that an area of 2.0425 acres is still unregistered. The promoter submitted that this area is in road alignment as well as the same falls in the area allocated to "Krrish Part". On review of the layout plan, it was found that there was an undetermined area (UD) of 2.75 acres against the said license(s). The promoter submitted that as per the practice, they had applied for registration of the entire licensed area including the UD area in the current application with the RERA authority as well as the earlier registration. The promoter shall make an application with the authority under section 4 of the Act for registration of the UD (undetermined) area (Only for the part of the total UD area of 2.75



- acres that falls in "Brahma Part") as and when the same is approved by the competent authority.
33. Further, the promoter submitted an affidavit for the remaining area of 2.0425 acres that all the above landfall in "Krrish Area" and fall under the road, further no part of "Brahma Area" is pending registration with the Authority.
34. On specific inquiry regarding the completion of community buildings, the promoter undertook to get the completion certificate for the entire project by 20.08.2025. As per the license condition, certain amenities will be constructed either by the promoter or a third party with the permission of the DTCP. The promoter further submitted that if the community facility was to be constructed through third parties or retained by the promoter itself then the cost of construction of these facilities is not taken for calculation of the project cost, as the same is not recovered from the allottees.
35. It is further proposed that the promoter shall complete the construction of community sites within the completion period declared under section 4(2)(I)(c) of the Act, 2016 and any failure would attract stringent action and penal proceedings.

LITIGATION IN THE HON'BLE SUPREME COURT

36. It is further briefed that while deciding the complaint of M/s. MVN Infrastructure, the DTCP Haryana has passed an order vide memo no. LC-2365-Vol-III/ATP(RB)/2022/3556- 3563 dated 10.02.2022 in license no 64 of 2010 stating that no third-party rights on the licensed land allocated to Krrish shall be created. The operational part of the order stated that:
3. *And whereas, on account of disputes between BOL and Krrish, a settlement agreement was executed on 06.08.2012 in respect of allocation of developments and developable area in the project as well as other issues. As per clause 3.1.8. of the settlement agreement, all the development works in the colony are to be undertaken by BOL as the lead developer and developable plots in the licenced land shall be divided between Krrish and the BOL in the ratio of 49.99 % and 50.01% respectively.*
4. *As per the settlement agreement, allocation for residential plots measuring 206727 sq.yds. along-with 7951 sq.yds. of EWS plots was agreed to be in favour of BOL, called as 'Brahma Allocation, whereas allocation of 206346 sq. yd. residential plots along-with 7947 sq.yds. EWS plots were made in favour of Krrish, called as 'Krrish Allocation. It was also agreed to distribute the commercial portion as well as institutional development in the ratio of 74 (BOL):26 (Krrish). Further, it was also provided that both the shareholders shall be free to dispose off licenced land from its allocation except an area measuring 30000 sq. yds. from each part, which shall be kept as escrow account for payment of statutory charges and other payments.*
5. *The area of the licence was revised in the year, 2015 and revised schedule for area measuring 141.66875 acres was issued vide memo dated 02.12.2015 along-with provisional revised layout-cum-demarkation plan for this much area, which was finalized later on vide orders dated 02.11.2016 after considering objections received from the existing allottees/general public. (One of the objectors M/s MVN Infrastructure Pvt. Ltd. approached the Hon'ble High Court in CWP No. 16157 of 2014 and it was undertaken in the Hon'ble Court to hear the petitioner before revision in the layout plan is finalized).*
6. *A number of complaints against KRPL and Sh. Amit Katyal have been received for playing fraud in allotment of residential plots/licenced land. Some FIRs in the Economic Offences Wing, New Delhi have also been lodged on account of said fraud by the KRPL in the licenced area. Further, M/s MVN Infrastructure Pvt. Ltd. filed an appeal i.e. appeal no. 18 of 2017 before PSTCP challenging the revision of the layout plan, which was decided vide order dated 11.11.2021 and following orders were passed:-*

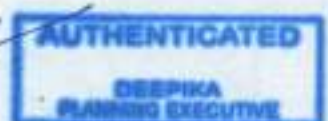


"the request of the appellant appears to be genuine in view of the facts given in the appeal and application submitted today and it would be appropriate that respondent no. 1 i.e. Director, Town & Country Planning, Haryana is directed to proceed against respondent no. 2 & 3 strictly as per provisions of the Act, 1975, specially as contained in the Sector 8 & 10 of the Act, 1975."

7. Although, the grievances of the complainants are genuine but related to Krrish Group and not to Brahma City Pvt. Ltd. The settlement agreement dated 06.08.2012 also endorsed the same. Moreover, the agreed allottees also have the remedy to approach HRERA regarding their grievances under RERA Act, 2016. Therefore, in the interest of allottees and to unable to overall development of the colony, it would not be appropriate to cancel the licence as per the provisions of Section 8 of Act of 1975, as it would further affect the allottees themselves.
8. Accordingly, in pursuance of the order dated 11.11.2021, passed by PSTCP in a appeal no. 18 of 2017, after going through all the facts, especially settlement agreement dated 06.08.2012, it has been revealed that the Krrish Realtech Pvt. Ltd. (KRPL), who has collected booking amount from the third parties/ allottees is neither a shareholder nor a developer company in the present licence rather they have collected the said amount illegally. Moreover, it also appears that in the settlement agreement dated 06.08.2012, some of the terms have been used as per their comfort e.g. KRPL has no where been defined, but has frequently been mentioned along with Krrish. Since the said agreement was submitted before Company Law Board for deciding the disputes between the shareholder companies, therefore Department is also bound to consider the same for resolving various issues.
9. As per the settlement agreement, the layout plan of the colony indicating allocation for residential plots of both the companies in different colours is enclosed as Annexure 'B'. Since, the BOL is main leading company, responsible to fulfil all terms & conditions of the licence and also complied with the same in letter and spirit till date, therefore, prima fade, it appears no lapse on their part rather all the complaints have been received against Krrish or KRPL, who is neither as shareholder nor a developer in the present case. Hence, account the bifurcation of licenced land for the purpose of sale as per settlement agreement dated 06.08.2012, it is hereby directed:
- That no third-party rights on the licensed land allocated to Krrish shall be created. Further, no part of commercial and community sites situated in the licenced colony shall also not be alienated or transferred in favour of any third party till further orders.
 - That District Town Planner (Enf.), Gurugram shall take the necessary action as per the provisions of Section 10 of Act 8 of 1975 against Krrish Realtech Pvt. Ltd. for illegal collection of booking amount.
 - That benefit under the policy dated 18.02.2015 shall be availed by the developer company/BOL as the shareholding pattern has been changed more than 25% later on without approval of the Department within a period of 30 days."
37. Aggrieved by the above orders dated 30.12.2021 (renewal of license) and order dated 10.02.2022, M/s Krrish Realtech Pvt. Ltd. filed a writ petition (CWP No. 2926/2022 titled "Krrish Realtech Pvt. Ltd. Vs. State of Haryana and others" before the Punjab & Haryana High Court, however, Hon'ble High Court vide its order dated 11.03.2022 categorically refused to grant any interim stay against the operation of the impugned order dated 10.02.2022 of DTCP regarding restriction to create third party interest on plots in Krrish allocation. Therefore, Krrish filed SLP No. 6013 of 2022 (Arising out of the impugned final judgment and order dated 11-03-2022 in CWP No. 2926/2022 passed by the High Court of Punjab & Haryana at Chandigarh) before Hon'ble Supreme Court to get the relief which Punjab & Haryana High Court categorically refused to consider.



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38. In the SLP No. 6013 of 2022, M/s Brahma City Pvt. Ltd. (the licensee of License No. 64 of 2010 and current applicant promoter) has been impleaded as respondent no. 4. In the said SLP Krrish in addition to seeking a stay against operation of the impugned order dated 10.02.2022 of DTCP regarding restriction to create third party interest on plots in Krrish allocation also seek that registry of Krrish Realtech Pvt. Ltd.'s customers to be allowed and the company is willing to refund the money paid by M/s MVN. Alternatively, plots for MVN be reserved and a registry of his other 400-odd customers be allowed.
39. The applicant promoter has submitted that it is having its stand wherein it is seeking enforcement of settlement agreement and other commercial understandings with Krrish and to ensure that for Krrish allocation area, development responsibilities should be fixed upon Krrish Buildtech Pvt. Ltd. Pursuant to which Hon'ble Supreme Court vide its order dated 19.05.2022 has passed a status quo order as under: -
- "Status quo, as on today, with regard to the possession of the plots in question shall be maintained in the meanwhile.*
40. The applicant promoter has submitted that it has filed an application dated 07.04.2022 before DTCP, Haryana for rectification of an order dated 10.02.2022. In the said application it had been stated that after the settlement agreement dated 06.08.2012, Addendum to the settlement agreement dated 31.10.2015 and the Memorandum of Understanding dated 13.06.2018 it has been settled that all the commercial sites including commercial -1 and commercial-2 sites shall be developed and sold by M/s Brahma City Private Limited (BCPL). So far as institutional /community sites are concerned as per the agreement dated 06.08.2012 the proceeds of the sale of these sites are to be distributed in the ratio of 74:26 only and vide addendum dated 31.10.2015 it was further categorically agreed that all proceeds including 26% share of institutional plots shall be deposited into BCPL account. It was thus stated in the application that entitlement of KRPL in institutional /community sites is also limited to distribution of proceeds only, subject to the performance of other obligations adjustments costs, etc and Krrish otherwise has no rights title or interest in these plots.
41. In view of the above, It has been found that Krrish group has no FSI or FAR in the commercial component due to the enforcement of the MOU dated 13.06.2018. So far as institutional plots are concerned it was found that as per the Addendum dated 31.10.2015 to the settlement agreement the entire sale proceeds from 26% share of institutional plots were also to be deposited into the BCPL account and therefore the application was submitted for deciding the request of Brahma by DTCP to rectify the order dated 10.02.2022 for removing embargo of creation of third party rights of commercial and institutional sites with the condition that it had already complied with condition No (iii) in the order dated 10.02.2022.
42. In view of the above, the promoter is required to get a rectification order from DTCP, Haryana regarding unfreezing of the commercial and institutional sites, and till such time the same should be frozen and no further third-party rights will be created. An undertaking in this regard was already submitted by the promoter.

SELLING OF PLOTS WITHOUT REGISTRATION OF PROJECT

43. As per the information submitted in DPI, the promoter had already sold all 219 plots without registration of the same with the authority. The Authority vide its show-cause notices dated RERA-GGM-2273-2021 and RERA-GGM-2273-2021/1 dated 21.05.2021



directed the petitioner i.e., "M/s Brahma City Private Limited" to why penal proceedings under section 59 for violation of section 3 of the Act shall not be initiated against the promoter.

44. The applicant promoter has sold the plot without registration of the real estate project with the Real Estate Regulatory Authority, Gurugram. Therefore, this is a violation of section 3 of the Act by the promoter for which penal proceedings were already initiated by the authority.
45. In response to the show-cause notice, the promoter submitted that they had already applied for registration of the above-said area as per section 4 of the Act. Section 3 of the Real Estate (Regulation and Development) Act, 2016 also provides for making application and registration of the complete project or phase-wise. It may also be noted in this regard that in fact applications seeking registrations for the said parts ("balance areas" as referred to in the show cause notice) were also preferred before this Authority in 2018, along with registration fees towards such applications. A list of such applications as preferred before this Hon'ble Authority from time to time towards these balance areas is tabulated hereinbelow for ready reference:

S. No.	Date of Application	Area for which registration sought	Area
1.	20.08.2018 (Dy. No. 135)	Brahma City Phase 6 (Block L)	10598 sq mtr (2.619 acres)
2.	20.08.2018 (Dy. No. 137)	Brahma City Phase 8 (Block I)	48158 sq (11.90 acres)
3.	20.08.2018 (Dy. No. 138)	Brahma City Phase 9 (Institutional Plot 1)	83134 sq mtr (8.188 acres)
4.	20.08.2018 (Dy. No. 139)	Brahma City Phase 10 (Institutional Plot 2)	4937 sq mtr (1.220 acre)
5.	20.08.2018 (Dy. No. 134)	Brahma City Phase 5 (Block M)	12468.36 sq mtrs (3.081 acres)
6.	20.08.2018 (Dy. No. 136)	Brahma City Phase 7 (Block J)	61968 sq mtr (15.313 acres)

On scrutiny of the above applications, the authority thereafter pointed out deficiencies in the said applications on 17.09.2018 directing the promoter to remove the same within 15 days, and also an opportunity of a personal hearing was given to the promoter. The promoter requested for extension of 30 days to remove the deficiencies and even within the extended time the promoter failed to remove the deficiencies. One of the relevant facts was that the license extension/renewal application preferred by M/s Brahma City Private Limited was pending consideration before the DTCP, Haryana, and as such the same was awaited at the time of application. As such, on account of the non-renewal of the license and removal of other deficiencies, the authority rejected the aforementioned applications seeking RERA registration as per provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016.

46. It was further submitted by the promoter that they have not committed any act of wilful disobedience or non-compliance with the provisions of the Act and rules as averred in the show cause notice and the reason for not applying for registration of the balance areas



were solely on account of the previous rejection of the registration applications by the authority for factors beyond the control of the promoter.

47. Further, the promoter submitted that out of a total of 219 plots to be registered under the current phase, 215 plots were transferred/sold within the group companies and the balance 4 plots were sold before the implementation of the RERA Act, 2016. The promoter did not make any advertisement for the sale of any plot in the said license area.
48. The applicant promoter sold the plots without registration of real estate projects with the RERA Authority. Therefore, this is a violation of section 3 of the Act by the promoter for which penal proceedings were initiated by the authority. The authority has concluded penal proceedings for violation of 3 of the Act separately.

COST AND WITHDRAWAL ANALYSIS

49. It was further briefed that Rule 4 of the Haryana Real Estate (Regulation and Development) Rules, 2017 provides that the promoter of an ongoing project shall furnish the additional disclosures while making an application for registration of the project, in addition to information and documents those specified under section 4 of the Act and Rule 3 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
50. As per Rule 4(4) of the Haryana Real Estate (Regulation and Development) Rules, 2017, for ongoing and new projects, the promoter shall, within a period of three months of the application for registration of the project with the Authority, deposit in a separate bank account, seventy percent of the amount already realized from the allottees, which shall be utilized for meeting the land and construction cost of the project as provided under sub-clause(D) of clause (I) of sub-section (2) of section 4 which shall be used for the purposes specified therein.
51. As per explanation (1) and (2) of rule 4(4) of the Haryana Real Estate (Regulation and Development) Rules, 2017
- (1) For the purposes of sub-clause (D) of clause (I) of sub-section (2) of section 4, the land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease, registration charges, stamp duty and brokerage cost etc.
- (2) The construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project inclusive of all statutory charges as well as external development charges (EDC).
52. Since it is an 'ongoing project' the analysis of the total money collected from the allottees, money spent on the development of the project, and the balance/ unspent amount lying with the promoter and withdrawal according to the provision of section 4(2)(I)(D) was made as per below table:

Position till 31st March 2022

Particulars	Total Amount (in lacs)
Estimated Cost of the Project	





Total land cost including conversion charges and license fee(A)	20,916.51
Total External Development Charges (EDC)(B)	10,354.55
Total Infrastructure Development Charges (IDC) (C)	846.02
Total estimated project Infrastructure Development Work cost (D)	5,091.02
Total cost excluding admin, marketing, and other expenses (A+B+C+D)	37,208.10
Percentage of completion of the project as per information submitted in DPI	64%
Estimated Cost according to % of completion of the project as of the date	23813.18
Cost Incurred till 31.03.2022 on the above components:	
Expenditure incurred to date on Land	18,802.59
Expenditure incurred to date on the construction and EDC, IDC	8160.14
Total Expenses incurred	26,962.73
Collection Analysis	
Total sale consideration received from allottees	30,981.85
70% to be kept/ deposited in a separate bank account	21,687.30
30% to be transferred to a free bank account	9,294.56
70% Account analysis	
70% to be kept/ deposited in a separate bank account	21,687.30
Less: allowable expense on expenditure incurred on the construction and EDC, IDC	8160.14
Less: Proportionate to the percentage of completion cost on Land (64% of 18,802.59)	12033.66



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Total allowable withdrawal u/s 4(2)(I)(D)	20,193.80
Excess withdrawal from (supposed to be in deposit in 70% account)	1,493.50 ✓
Payment of statutory fee/dues after 31st March 2022	
Statutory approval fee	
Payment of EDC	1,823.00
Payment of BIP	906.68
Total	2,729.68
Excess withdrawal if any	-1,236.18

It was further briefed that as per the above table the promoter had spent more than 70% amount collected from the customers in the construction, statutory approval, and proportionate land cost of the project hence no further amount is required to be deposited in the separate RERA Account from the existing collection amount.

However, it is clarified that in the future, for deposits and withdrawals the promoter shall be required to follow the procedure prescribed under sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act and every withdrawal from the separate account will have to be in proportion to the percentage of completion of the project after it is certified by an engineer, an architect, and a chartered accountant that the withdrawal is in

LAPSES/VIOLATIONS ON THE PART OF PROMOTERS

53. To summarize the following lapses/ violations were observed on the part of the promoter:
- The applicant promoter has sold the plot without registration of the real estate project with the Real Estate Regulatory Authority, Gurugram. Therefore, this is a violation of section 3 of the Act by the promoter for which penal proceedings were initiated by the authority and concluded separately.
 - The promoter also failed to apply for registration of an ongoing real estate project within the prescribed time for which the promoter had deposited a late fee.
54. The authority has concluded penal proceedings for the violation of sections 3 and 4 of the Act and imposed a penalty of Rs. 2.5 Crores on the promoter along with deciding this application for grant of registration.

ADDITION CONDITIONS TO BE IMPOSED

55. In view of the fact stated above, it is recommended that the application for registration of the project/phase "Brahma City-Phase V", (53.5840 acres) under section 4 of the Real

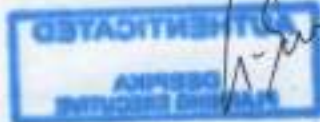


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Estate (Regulation and Development) Act, 2016 may be approved. The registered may granted subject to the below additional terms and conditions:

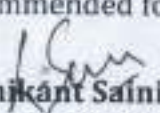
- (i) The authority initiated separate penal proceedings and impose a penalty of Rs. 2.5 Crores for violation of sections 3 and 4 of the Real Estate (Regulation & Development) Act, 2016. The promoter shall deposit the penalty amount within one month of the issuance demand under penal proceedings.
- (ii) This registered certificate is issued without prejudice to the matter pending before the Hon'ble Supreme Court of India in SLP No. 6013 of 2022 and CWP No. 2926 of 2022 pending before the Hon'ble Punjab and Haryana High Court. Further, this registration certificate shall also be construed to be amended w.r.t. any variations as may be passed by the Hon'ble Supreme Court/ Hon'ble High Court in the above said matters
- (iii) The promoter shall make an application with the authority under section 4 of the Act for registration of the UD (undetermined) area as and when the same is approved by the competent authority.
- (iv) The commercial and institutional part of this project is hereby frozen and the promoter is directed not to create any further third-party rights in the said area till any rectification order is made by the DTCP Haryana.
- (v) The promoter shall make an application with the authority under section 4 of the Act for registration of the commercial pockets separately whenever the building plans got approved by the competent authority.
- (vi) The promoter is directed to clear the title of the project land from any litigations before the offer of possession and if due to the above litigation, any allottee gets the defective title of land and in case of any loss caused to him due to defective title of the land then the allottee would be entitled to get compensation as per in section 18(2) of the Act.
- (vii) The promoter shall complete the construction of community sites within the completion period declared under section 4(2)(I)(C) of the Act, 2016 and any failure would attract stringent action and penal proceedings.
- (viii) The promoter shall comply with the requirement of section 4(2)(I)(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 a period of three months.
- (ix) 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.
- (x) 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).

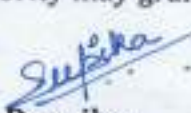


- (xi) The promoter shall undertake that if any change is required due to additional license or any other reason the same shall be required to be done with the prior written consent of 2/3 of allottees.
- (xii) The promoter shall enable the formation of an association of allottees or society or co-operative 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.
- (xiii) 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.

Recommendation:

All the deficiencies have been removed by the promoter. The authority may grant registration of the project. Recommended for grant of registration certificate.


Laxmikant Saini
(Expert Consultant/ Chartered
Accountant)


Deepika
(Planning Executive)

Day and Date of hearing Monday and 21.11.2022

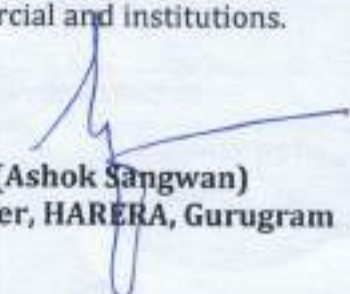
Proceeding recorded by Ram Niwas

PROCEEDINGS OF THE DAY

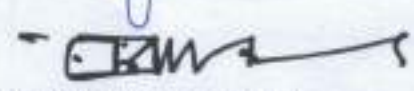
Proceedings dated: 21.11.2022

Ms. Deepika, Planning Executive and Ms. Asha, Chartered Accountant briefed about the facts of the project. Penal proceedings for non-registration of said project have been concluded separately and the Authority decides to grant the registration certificate subject to compliance of the orders of the supreme court in SLP no. 6013 of 2022 and compliance of the conditions of DTCP order dated 10.02.2022 regarding not creation of third-party rights on commercial and institutions.


(Sanjeev Kumar Arora)
Member, HARERA, Gurugram


(Ashok Sangwan)
Member, HARERA, Gurugram


(Vijay Kumar Goyal)
Member, HARERA, Gurugram


(Dr. K.K. Khandelwal)
Chairman, HARERA, Gurugram