



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 15.05.2023.

Item No. 212.22

Consideration of the applications received by the Authority for Registration of New Projects.

(i) Promoter : Vardhman Buildtech Pvt Ltd.

Project : "Vardhman Springdales" a Residential Group Housing Colony under DDJAY-2016 on land measuring 8.1 acres situated in sector-3, Rewari, Dharuhera.

Temp ID : RERA-PKL-1116-2022

Present: Suresh Kapoor, CA of the Promoter via video conferencing.

1. This application is for registration of an ongoing project namely "Vardhman Springdales" a residential group housing colony being developed on land measuring 8.1 acres situated in sector-3, Dharuhera, Rewari. License No. 142 of 2008 dated 19.07.2008, which was valid upto 18.07.2010, has been granted by Town and Country Planning Department.
2. Before examining rest of the application, Authority observes that the license of the project expired on 18.07.2010 and the application for renewal of license has been rejected by DTCP vide orders dated 18.10.2016. A valid license is an essential requirement for registration of the project. Applicant/promoters may submit their reply in this regard.
3. Upon further examination of the application, following observations were made by the Authority on 19.12.2022:-



- i. Registration fee submitted by the promoter is Rs. 2,87,000/- whereas the same works out to Rs. 5,01,935/- deficit by Rs. 2,14,935/-.
 - ii. The promoter is also required to deposit 4 ½ times late fee amounting to Rs. 22,58,708/- as per item no. 65.9 of the resolution dated 26.08.2019;
 - iii. Quarterly expenditure to be made in each quarter in Form REP-I (Part-C) has not been submitted.
 - iv. Address of the person who would ordinarily be operating the escrow account has not been provided.
 - v. Date of approval of building plans have not been provided. It should be clarified whether they are valid as on date or not?
 - vi. Specifications of construction in REP-I (Part H) has not been provided.
 - vii. In REP-I (Part C), details of services and facilities which will be provided inside the project has not been provided.
 - viii. In REP-II, date of completion is written as 27.07.2026 whereas in online A-H it is 31.12.2026.
 - ix. No General Power of Attorney has been submitted by the applicant/promoter conferring powers to develop, market, sell and to execute conveyance deeds. Registered and Irrevocable General Power of Attorney should be submitted conferring all powers as mentioned above upon the promoter/applicant.
 - x. Collaboration agreement is not registered. 22% built up area to be given to Brihaspati Construction Pvt Ltd. has not been earmarked on the layout plan.
 - xi. While filing for registration for the project, the promoter has submitted collaboration agreement with the landowner/licensee.
4. There are contradictory clauses in the collaboration agreements as mentioned below:

Clause 3: Second Party (Vardhman Buildtech Private Limited) All bookings, agreements, undertakings, commitments made by the second party in respect of the construction/ development of the colony shall be binding on the first party

Clause 11 (a) That the time for completion of the said plotted colony is the essence of this contract. If the developer shall in any manner neglect or fail to complete or carry out the development/construction work on the Land Owner's shares within a period of 36 months from the date of the agreement or such extended period as may be mutually agreed upon. Even after the expiry of extended period the second party fails to develop the Land Owners share, in that eventuality the first party will have a right to forfeit the security amount and get the work completed as per the sanctioned plans and under prevailing by laws of Haryana Government. Save as aforesaid the shares/entitlement of the parties here to in the built/unbuilt area of the said complex mentioned in this agreement shall remain the same and effective/enforceable.

(b) That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtain the license for proposed plotted colony/flatted colony/commercial complex, it is the irrevocable condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the said complex, the land owners or their nominees or legal heirs shall not cancel or back out from this agreement under any circumstances whatsoever. In such eventuality the land owner shall be liable to pay the entire cost for obtaining the necessary permissions and



license fees as well as damages to the tune of the security amount. The developer besides their other rights shall also be entitled to get the said agreement fulfilled/enforced through court of competent jurisdiction by way of specific performance of contract at the costs and risk of the land owners.

(c) That it is agreed between the parties that the developer may deemed fit or proposed to transfer its rights in respect of the licenses etc. granted by the competent authority to develop and construct a plotted colony/flatted colony/commercial complex on the said land to a third party for such price and on such terms and conditions as the developer may decide.

Clause 28: First party (Brihaspati Construction Pvt Ltd) shall also execute and register sale deed in favour of intending purchases.

All the collaboration agreements should be registered/irrevocable and also have clear powers conferred upon the promoter to develop, market, sell and to execute conveyance deeds.

Clause 29: That the landowners shall also execute and register the sale deed(s) or such other document(s) in instruments in favour of the intending purchaser of unit(s)/floor(s)/space(s)/car parking etc.

agreed to be sold to different intending purchaser by the developer at the costs and expense of the said intending purchaser(s) and shall give the said intending purchaser(s) titled as may be permissible by present or future laws on the terms and conditions of this agreement.

4. In the meeting held on 08.05.2023 counsel appearing on behalf of the promoter filed reply dated 08.05.2023 in which observations mentioned at serial no. iv and vii have been complied with.

5. Applicant/promoter should comply with the rest of the observations before the next date of hearing. Adjourned to 03.07.2023. In case promoter/applicant furnishes the aforesaid information before the next date of hearing, their application will be considered by the Authority in its meeting on Monday following the date of such submission.



True copy

Executive Director,
HRERA, Panchkula

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

30/5/23