



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 06.11.2023.

Item No. 232.27

(x) Promoter: M/s Kairav Infrastructure Pvt. Ltd.

Project Name: "Mapsko Gardenia" an Affordable Plotted Colony (under DDJAY-2016) on land measuring 12.256 acres situated in the revenue estate of Village Bandepur, Sector-26A, Sonipat.

Temp ID: 1332 of 2023

Present: Adv. Tarun Ranga on behalf of promoters.

1. When this matter was heard on 04.09.2023, following deficiencies were conveyed:-
 - i. Demarcation and Zoning plan duly approved by DG,TCP has not been submitted.
 - ii. No joint undertaking showing the number/area of the plots falling to the share of the licensee/landowners have been submitted..
 - iii. The promoter should also clarify as to who will maintain the escrow account and how will 70% of the amount collected by the Developer/licensee/landowners be transferred to the said account. A joint undertaking with the landowner/licensee be submitted.
 - iv. An undertaking as to who will maintain the colony for the next 5 years after the grant of completion certificate be submitted.
 - v. As per clause 4.6 of Collaboration Agreement, the same is irrevocable however as per clauses 7.2 and 9.5, it can be revoked by the parties. The same needs to be reconciled."
2. Thereafter, the matter was heard on 09.10.2023 wherein the Authority had observed that the deficiencies mentioned at serial no. i, iii and v above have still not been complied with by the promoter.



3. Subsequently, the Applicant promoter submitted letters dated 13.10.2023 and 03.11.2023 vide which reply to the observations mentioned at serial no. i and v above were given. As regards compliance of deficiency at serial no. (v), Adv. Tarun Ranga submitted documents stating therein that they have executed addendums to the Collaboration Agreements dated 28.11.2022 duly registered with the Sub-Registrar, Sonipat. However, one of the landowners namely Sanju Kaushik is out of country due to which the addendum to collaboration agreement in respect of his share could not be executed. Therefore, they requested the Authority to freeze the plots falling to the share of Sanju Kaushik and Vikas Kaushik (since they are co-owners of land measuring 31K 15M) till the time of submission of addendums relating to their share of land are not submitted.
4. Further, as regards deficiency mentioned at serial no. iii above, Adv Tarun Ranga informed that they have already submitted an affidavit cum joint undertaking in which the promoter/licencee and the other landowning company i.e. Mapsko Buildwell Pvt. Ltd. have undertaken that the landowner/licencees shall comply with the provisions of Section 4(2)(I)(D) of RERA Act, 2016 (as per their shareholding in the saleable area agreed to in the collaboration agreement) which states that 70% of the amount realized from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose. However, the said undertaking has not been signed by the other individual landowners who own 32 plots out of a total of 218. During the course of hearing, Adv Tarun submitted a list of plots signed by the other individual/licencees i.e. Vikas Kaushik, Satpal Kaushik and Sh. Sanju Kaushik stating therein that the plots belonging to them shall be sold after obtaining Completion Certificate from the Competent Authority.
5. In view of the above Authority decides to register the project with the following special conditions:
- i. Promoter and the landowning company i.e. Mapsko Buildwell Pvt. Ltd shall comply with the provisions of Section 4(2)(I)(D) of RERA Act, 2016 (as per their shareholding in the saleable area as agreed to in the collaboration agreement) which states that 70% of the amount realized from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank as mentioned in REP-I.



- ii That following plots coming to the share of landowners cannot be put to sale by the promoter. These plots can only be sold by the following landowner/licencees after obtaining completion certificate from the competent Authority:-

Sr. No.	Landowner(s)	Plot Nos.	Total No. of plots	Total area (sq. yds)
1	Sh. Vikas Kaushik	Plot Nos. B-03, B-47 to 53.	8	1155
2	Sh. Satpal Kaushik	Plot Nos. B-01, B-40 to 44, B-87 to 91, B-159 to 163.	16	2291
3	Sh. Sanju Kaushik	Plot Nos. B-002, B-072-78.	8	1155

- iii. That following plots coming to the share of landowning company/licencee i.e. Mapsko Buildwell Pvt. Ltd cannot be put to sale by the promoter:-

Sr.No.	Plot Nos.	Plot Area (in sq.mts.)
1.	A-010	147.139
2.	A-011	147.139
3.	A-027	149.924
4.	A-028	149.924
5.	A-029	149.924
6.	A-030	149.924
7.	A-031	149.924
8.	A-032	147.206
9.	A-033	136.084
10.	A-034	125.059
11.	A-035	113.309
12.	A-036	101.560
13.	B-032	118.555
14.	B-033	118.555
15.	B-034	118.555
16.	B-035	118.555
17.	B-036	118.555
18.	B-037	118.555
19.	B-038	118.555
20.	B-039	118.555

- iv. That following plots falling under the licenced land owned by Sanju and Vikas Kaushik (having an area of 31K 15M) shall be freezed till the time of a fresh



addendum to the collaboration agreement is submitted by the promoter and the powers to advertise, market, sell and execute conveyance deed and conferred on the promoter:-

Sr. No.	Plot No.	Sq. Mtr.	Sq. Yds
1	B-001	134.869	161
2	B-002	134.869	161
3	B-003	134.869	161
4	B-004	134.869	161
5	B-005	134.869	161
6	B-006	134.869	161
7	B-007	134.869	161
8	B-008	134.869	161
9	B-009	134.869	161
10	B-010	134.869	161
11	B-011	134.869	161
12	B-012	134.869	161
13	B-012A	134.869	161
14	B-014	134.869	161
15	B-015	134.869	161
16	B-027	118.555	142
17	B-028	118.555	142
18	B-029	118.555	142
19	B-030	118.555	142
20	B-031	118.555	142
21	B-032	118.555	142
22	B-033	118.555	142
23	B-034	118.555	142
24	B-035	118.555	142
25	B-036	118.555	142
26	B-037	118.555	142
27	B-038	118.555	142
28	B-039	118.555	142
29	B-040	118.555	142
30	B-041	118.555	142
31	B-042	118.555	142
32	B-043	118.555	142
33	B-044	118.555	142
34	B-045	118.555	142
35	B-046	118.555	142
36	B-047	118.555	142
37	B-048	118.555	142
38	B-049	118.555	142
39	B-050	118.555	142



40	B-051	118.555	142
41	B-052	118.555	142
42	B-053	118.555	142
43	B-054	118.555	142
44	B-055	118.555	142
45	B-056	118.555	142
46	B-057	118.555	142
47	B-058	118.555	142
48	B-059	118.555	142
49	B-060	118.555	142
50	B-061	118.555	142
51	B-062	118.555	142
52	B-073	118.555	142
53	B-074	118.555	142
54	B-075	118.555	142
55	B-076	118.555	142
56	B-077	118.555	142
57	B-078	118.555	142
58	B-079	118.555	142
59	B-080	101.138	121
60	B-081	118.080	141
61	B-082	118.555	142
62	B-083	118.555	142
63	B-084	118.555	142
64	B-085	118.555	142
65	B-086	118.555	142

- iv. Promoter shall submit a copy of service plans/estimates to the Authority immediately after their approval by Town & Country Planning Department.
- v. Promoter shall submit duly approved building plans in respect of commercial pocket measuring 0.490 acres to the Authority along with deficit fee, if any. Till then, the promoter shall not sell/dispose of any part/unit of the commercial pocket.
- vi. Promoter shall also submit a copy of NOC/Clearance as per provisions of notification dated 14.09.2006 issued by MOEF, Govt. of India (if applicable) before execution of development works at site.
- vii. The promoter shall submit the details of the RERA bank account (where 70% of the amount received from the allottees shall be deposited) within a period of 15 days from the issuance of this registration certificate, till which time no plots shall be sold. No



RERA account shall be subsequently changed by the promoter without the prior permission of the Authority.

6. **Disposed of.** File be consigned to record room after issuance of registration certificate.



24/11/23.

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.

LA (shublam)