



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 15.05.2024.

Item No. 253.30

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

(i) Promoter: Mansha Buildcon Pvt. Ltd.

Project : "Mansha Heritage" a Residential Plotted Colony on land measuring 21.131 Acres situated in Sector 83-84, Sonipat.

Temp ID : RERA-PKL-1399-2023

Present: Sh. Jyoti Sidana on behalf of promoter.

1. The case relates to the registration of a residential plotted colony to be developed on land measuring 21.131 acres in Sector 83-84, Sonipat. When this matter was heard on 28.02.2024, following deficiencies were conveyed:-

- i. Copy of Bilateral agreement and LC-IV have not been enclosed with the license.*
- ii. As per Clause-9 of the Collaboration Agreement, the developer shall provide allotment letter to the owner's share within 30 days of RERA Registration. Such allotment should be made by the developer after part completion has been obtained from the department of Town & Country Planning, Haryana.*
- iii. Balance sheet for the year 2022-23 has not been submitted.*
- iv. Page No. 34A and 34B of the Project file showing Gist of clauses of collaboration agreement is not signed by the Authorized signatory.*
- v. As per the MCA website, there are charges amounting to Rs 40.21 crores. It needs to be clarified whether the same are against the present project land or not.*
- vi. The promoter should also clarify as to who will maintain the escrow account and how will 70% of the amount collected from the allottees be transferred to the said account. A joint undertaking with the landowner/licencees be submitted for complying with the above.*



- vii. *No joint undertaking showing the number/area of the plots falling to the share of the licensee/ landowners has been submitted. Further, the plots need to be marked on the layout plan duly signed by the licensee landowners and the developer.*
- viii. *An undertaking as to who will maintain the colony for the next 5 years after the grant of completion certificate or till the taking over of the maintenance of the project by the association of allottees be submitted.*
- ix. *Clause 3 of the Collaboration Agreement between Pruthi Hotel & Resort Pvt Ltd and Mansha Buildcon Pvt. Ltd. shows a formula of shareholding between the developer and the land owner/ licensee. The exact area of land which will fall to the share of the land owner/ licensee be specified;*
- x. *The Collaboration agreements have contradictory clause in terms of irrevocability (Clause 39 and 40 are contradictory)."*

2. On the last date of hearing i.e. 10.04.2024, Sh. Jyoti Sidana requested for some more time to file reply. The Authority therefore, granted one last opportunity to the promoter to comply with the above mentioned observations before 08.05.2024 and an opportunity of being heard personally was also granted on the next date of hearing i.e. 15.05.2024 before rejecting the application.

3. Now, the applicant promoter vide reply dated 12.04.2024 and 09.05.2024, has complied with the deficiencies mentioned at serial no. i, iii to ix. As regards the deficiency mentioned at serial no. ii above, the promoter has stated that the allocation of area of plots to the land owners shall be executed as per joint undertaking. They have further mentioned that the plots shall be handed over physically after the grant of completion certificate, however the joint undertakings enclosed with the reply do not mention the same. This needs to be reconciled.

Further, as regards deficiency at serial no. x above, the promoter has stated that Clause No. 39 of the collaboration agreement states that the agreement is irrevocable and Clause 40 states that "if required, the parties shall obtain the prior permission from DTCP before making any amendment, supplement and or cancelling the terms of this agreement." That the agreement submitted to the office of DTCP Haryana cannot be amended without their consent/ permission. Hence, is irrevocable. They have further undertaken that the Promoter will also take prior permission from the Hon'ble RERA Authority before any amendment. The Authority was of the view that the promoter should submit an affidavit mentioning that no clause of the Collaboration Agreement shall be amended/ modified without the prior consent of DTCP Haryana and RERA. The promoter should also not



execute an addendum to the collaboration agreement without the prior consent of DTCP Haryana and RERA.

4. Adjourned 22.05.2024.



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 (Shubham)