



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 22.05.2024.

Item No. 254.24

(iv) **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. This 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. 15.05.2024, applicant promoter vide reply dated 12.04.2024 and 09.05.2024, had complied with the deficiencies mentioned at serial no. i, iii to ix. As regards the deficiencies mentioned at serial no. ii and x above, the Authority observed as follows:-

"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, 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."

3. Now, vide reply dated 16.05.2024, the promoter has further complied with the remaining deficiencies.

4. After examination, the Authority found the project fit for registration subject to the following special conditions:-



- i. Both the Promoter and landowner/licensee 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 landowner/licencees cannot be put to sale by the promoter and shall be handed over to the land owner/licensee after the grant of completion certificate by DTCP, Haryana:-

S. No.	Landowner/Licencee	Plot Nos. (Residential/ Commercial Plot)	Total Area (in Sq. Yds)
1 (a)	Pruthi Hotel and Resorts LLP	1 to 11, 22 and 23 (Residential)	6011.03
1 (b)	Pruthi Hotel and Resorts LLP	(Commercial)	123.30
2	Sh. Subhash and Sh. Parmod Kumar	49 to 51, 53,54, 99 to 101 and 151 (Residential)	2638.22
3	Pratap Singh and Ranbir Singh Ss/o Late Sh. Mehar Singh	80, 81, 84 to 87 and 102 (Residential)	1891.94
4 (a)	Sh. Arun and Sh. Parveen Kumar Ss/o of Late Sh. Jaipal	16 to 19, 34 to 37, 40 to 43 and 55 to 57 (Residential)	3772.65
4 (b)	Sh. Arun and Sh. Parveen Kumar Ss/o of Late Sh. Jaipal	(Commercial)	140.00

- iii. Promoter shall submit a copy of service plans/estimates to the Authority immediately after their approval by Town & Country Planning Department.
- iv. Promoter shall submit duly approved building plans in respect of commercial pocket measuring 0.455 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.
- v. 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.
- vi. Promoter shall be responsible for the maintenance and upkeep of services of the project up to a period of five years from the date of grant of completion certificate or till the taking over of the maintenance of the project by the association of allottees.



- vii. That as per the affidavit of the promoter dated 15.05.2024, 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.
5. The office is directed to update the RERA Bank Account in REP I Part D.
6. **Disposed of.** File be consigned to record room after issuance of registration certificate.



True copy

Executive Director,
HRERA, Panchkula

29/5/24.

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

LA (shubham)