



**HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.**

Mini Secretariat (2<sup>nd</sup> and 3<sup>rd</sup> Floor), Sector-1, Panchkula.

Telephone No: 0172-2584232, 2585232

E-mail: officer.rera.hry@gmail.com, hrerapkl-hry@gov.in

Website: www.haryanarera.gov.in

**Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 12.06.2024.**

**Item No. 257.18**

(v) **Promoter:** Narendra Infra Buildtech LLP.

**Project :** "Narendra Town Sqaure" an Affordable Residential Plotted Colony (under DDJAY 2016) on land measuring 13.231 acres situated in the revenue estate of Village Prithla, Sector 6, Palwal.

**Temp ID :** RERA-PKL-1473-2024

**Present:** Adv. Tarun Ranga on behalf of the Promoter.

1. This application is for registration of the project namely "Narendra Town Sqaure" an Affordable Residential Plotted Colony under DDJAY on land measuring 13.231 Acres situated in the revenue estate of Village Prithla, Sector 6, Palwal. License No. 45 of 2024 dated 13.03.2024 valid up to 12.03.2029 has been granted by Town and Country Planning Department in favour of Narendera Infra Buildtech LLP, Sh. Mukesh Kumar Aggarwal, Sh. Nishant Aggarwal and Elkay Overseas India in collaboration with Narendera Infra Buildtech LLP.

2. The application for registration was examined and following deficiencies were conveyed vide letter dated 31.05.2024:

*i. Promoter should submit a brief note stating its financial and technical capacity to develop this project.*

*ii. Statement regarding Income of the Promoter and Income Tax Return of the Company for the last three years should be submitted.(Only the front page and acknowledgement)*

*iii. Date of completion in REP-II (7 years from date of grant of licence – 13.03.2024) is different from the date mentioned in REP-I(30.06.2026) .*



iv. As per the Collaboration Agreement (Point C at Page 84) between Elkay Overseas India & the Promoter, it is stated that "In lieu of the owner contributing said land for the development of the project as desired by the Developer, the developer shall pay Rs.1,03,00,000/-(One Crore three Lakhs only) to the owner as consideration". The Promoter should provide schedule of the payment.

v. Promoter has submitted approval letter of service plan/Estimates granted by DTCP but no copy of the approved estimates and approved plans has been submitted.

vi. Sample Copy of agreement for sale is not as per Annexure A of the Haryana Real Estate (Regulation & Development) Rules,2017.

vii. Date of approval of Layout Plan is not mentioned in REP-1 (Part C)

viii. Is the applicant owner of land – incorrectly mentioned in REP-1 (Part B).Therefore, further details required in the case of Licencee/Landowners is missing.

ix. No gist of Collaboration Agreements and No share Holding of Licencee/Landowners has been submitted.

x. No details of how the plots in the Colony will be sold and how will 70% amount go in the Escrow Account is not mentioned.

xi. No Statement with regard to the maintenance of the Colony after the grant of Completion Certificate is indicated.

3. The promoter vide replies dated 03.06.2024, 07.06.2024 and 10.06.2024 has complied with the above deficiencies.

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

- i. 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.
- ii. 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.
- iii. Promoter shall submit duly approved building plans in respect of commercial pocket measuring 0.527 acres to the Authority along with deficit fee, if any. Till then, the promoter shall not dispose of any part/unit of the commercial pocket.
- iv. The Promoter shall be responsible for the maintenance and upkeep of services of the project upto a period of five years from date of grant of completion certificate or till the taking over of the maintenance of the project by the association of allottees.



- v. That the Promoter and the Landowner/Licencee M/s Elkay Overseas India vide undertaking dated 04.06.2024 have agreed that the landowner/licencee shall receive an amount of Rs. 1,03,00,000/- (One crore Three Lakhs only) on or before 30.06.2025 as per the collaboration agreement.
- vi. The promoter and licencee/landowners shall comply with the provisions of Section-4(2)(l)(d) of RERD 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.
- vii. No hindrance and disability shall be allowed to occur in the way of the allottees in the event of any dispute between the partners. The Authority retains the power to issue any appropriate orders for protecting interests of the allottees.
5. The office is directed to incorporate necessary changes in the A-H form.
6. **Disposed of.** File be consigned to record room after issuance of registration certificate.



True copy

Executive Director,  
HRERA, Panchkula

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

25/06/24  
CA (Kakul)