



**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 12.06.2024.**

**Item No. 257.18**

**(ix) Promoter: Keshu Promoters LLP.**

**Project :** "Rajdhani County" an Affordable Residential Plotted Colony under DDJAY, 2016 on land measuring 7.6 Acres situated in the revenue estate of Village Thana Kalan, Sector 7, Kharkhauda, Sonipat.

**Temp ID :** RERA-PKL-1454-2024

**Present:** Sh. Jyoti Sidana on behalf of respondents.

1. This application is for registration of the project namely "Rajdhani County" an Affordable Residential Plotted Colony under DDJAY on land measuring 7.6 Acres situated in the revenue estate of Village Thana Kalan, Sector 7, Kharkhauda, Sonipat. License No. 17 of 2024 dated 31.01.2024 valid up to 30.01.2029 has been granted by Town and Country Planning Department in favour of Sh. Jitender Singh in collaboration with Keshu Promoters LLP.

2. The application was examined and following observations were conveyed to the promoter on 24.05.2024:

- i. Joint undertaking is not notarized. Further, it is signed by the landowner Sh. Jitender Singh however his thumb impression is there on Collaboration Agreement, this needs to be reconciled.
- ii. Collaboration agreement and GPA is terminable in nature.
- iii. Copies of LC IV and Bilateral Agreement are not enclosed.



- iv. As per clause 2.1 (xviii) and Clause 9 of Collaboration Agreement, Management of property can be given to third party or maintenance agency. This should be as per RERA Provisions.
  - v. Clause 2.7 and 4.2.2 of the collaboration agreement are contradictory.
  - vi. Clause 4.2.4 of the collaboration agreement mentions that the plots/commercial plots will be allotted to the owner within 15 days of RERA registration whereas clause 2 of GPA mention that the same will be allocated after grant of completion certificate.
3. On the last date of hearing i.e. 05.06.2024, Sh. Jyoti Sidana requested for some more time to file reply. The Authority therefore, granted one last opportunity to comply with the above observations.
  4. Now, vide reply dated 12.06.2024, the promoter has complied with the above deficiencies.
  5. 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)(1)(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/licencee i.e. Sh. Jitender Singh cannot be put to sale by the promoter:-

S. No.	Plot Nos.	Area of each Plot (in Sq. mtrs.)	Total Plots	Total Area (in Sq. mtrs.)
1.	6 to 13	141.824	8	1134.592
2.	33 to 40	134.315	8	1074.520
3.	41 to 46	129.60	6	777.600
4.	47 to 51, 82 to 86	113.39	10	1133.90



5.	66 to 81	124.092	16	1985.472
6.	97 to 103, 117 to 135	101.968	26	2651.168
7.	136	104.427	1	101.427
		<b>Total</b>	<b>75</b>	<b>8858.679 sqm.</b>

- iii. Promoter shall submit a copy of service plans/estimates to the Authority immediately after their approval by Town & Country Planning Department.
- iv. That the promoter shall not sell any part of the commercial site measuring 0.291 acres unless the building plans of the said site are approved and deficit fee paid, if any. Promoter shall also allot 30% saleable area to the landowners (with mutual consent) before disposing of any part of commercial site. A copy of joint agreement should also be submitted to the Authority.
- 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. 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.
- viii. 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 the interest of the allottees.
- ix. That as per the rectification deed registered on 11.06.2024, 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. 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 CTP, HRERA Panchkula, for information and taking further action in the matter.

25/06/24  
CA (Shubham)