



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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

Telephone No: 0172-2584232, 2585232

E-mail: officer.rera.hry@gmail.com, hrerapl-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 11.09.2024.

Item No. 265.37

(ii) **Promoter:** Marina Real Estate Builders LLP.

Project : "The Presidential World" – a Residential Group Housing Colony (under NILP Policy dated 11.05.2022) on land measuring 14.88 Acres falling in village Kheri Kalan, Sector - 84, Faridabad, Haryana.

Temp ID : RERA-PKL-1514-2024

Present: Sh. Jyoti Sidana, authorized representative of promoter
Sh. Siddharth Partap Singh, licensee of the project.

1. The matter pertaining to the registration of this project came up for consideration of the Authority today. License No. 26 of 2024 dated 19.02.2024 valid up to 18.02.2029 has been granted by Town and Country Planning Department, Haryana in favour of Mansha Buildcon Pvt. Ltd., Sh. Chet Singh, Smt. Rakesh, Sidharth Partap Singh, Subhash in collaboration with Marina Real Estate Builders LLP for setting up of a residential plotted colony under NILP Policy dated 11.05.2022. However, vide letter dated 08.08.2024, the promoter has got approved the building plans of group housing colony for the said area.

2. The application was examined and following observations were conveyed to the promoter on 02.09.2024:

- (i) REP II (Clause 1) does not show the correct legal status of land.
- (ii) Land schedule attached with license is not complete.
- (iii) Copies of Bilateral agreement and LC-IV have not been enclosed with the license.
- (iv) The registration fee is deficit by ₹6,22,458/-.



114

- (v) As per clause 3 of license, the promoter shall either surrender 10% land for Affordable Group Housing or deposit an amount @ three times the applicable collector rate as per clause 3.7 of the policy dated 11.05.2022 within a period of 60 days. Promoter shall clarify the same.
- (vi) Gist of collaboration agreements executed with landowners/licencees be submitted (with specific mention to area of land for which collaboration agreement has been executed; owner's and developer's share in the project land; right of the developer to advertise, market, sell and execute conveyance deed in respect of entire project land by way of irrevocable collaboration agreement) so that further observations, if any can be made.
- (vii) The general power of attorneys executed between the promoter and Sh. Chet Singh, Sh. Rakesh, Sh. Subhash and Sh. Sidharth Partap Singh is irrevocable, however it can be modified/alterd after obtaining prior approval of DTCP Haryana.
- (viii) The promoter should also clarify as to who will maintain the RERA account and how will 70% of the amount collected from the allottees be transferred to the said account. A joint undertaking with the landowner/licenses for complying with the above be submitted.
- (ix) A joint undertaking from the promoter and landowners be sought that both the promoter and the licensee/landowners shall be jointly and severally liable under the provisions of the RERA Act/Rules.
- (x) No joint undertaking showing the area falling to the share of the licensee/landowners has been submitted. Further, the area allocated to the landowners/licencees needs to be marked on the layout plan along with a joint undertaking accepting the same.
- (xi) An undertaking as to who will maintain the colony for the next five years after the grant of completion certificate be submitted.
- (xii) The collaboration agreement can be modified with prior approval of DTCP, 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.
- (xiii) Copy of agreement to sell and allotment letter not submitted.
- (xiv) Promoter should submit a brief note stating its financial and technical capacity to develop this project.
- (xv) Acknowledgement of filing the income tax returns by the promoter.



(xvi) Statement regarding the income of the Promoter and the taxes paid by him in the last three years.

(xvii) Duly certified balance sheets for the last three years be submitted.

3. The promoter vide replies dated 09.09.2024 and 11.09.2024 has complied with the above mentioned deficiencies.

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

- (i) Both the Promoter and landowner/licensees 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) 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 units/apartments shall be sold. No RERA account shall be subsequently changed by the promoter without the prior permission of the Authority.
- (iii) That following units/apartments coming to the share of landowner/licencees cannot be put to sale by the promoter: -

S. No.	Landowner/ Licensee	Unit/Flat Nos.	No. of apartments	Area (in Sq. metre)
1.	Sh. Siddharth Partap Singh	A13/201-204, A12/201	5	727.225
2.	Mansha Buildcon Pvt. Ltd.	A14(101-104, 201-204), A17 (101-104, 201-204), A18 (101-104, 201-204), A19 (101-104, 201-204), A20 (101-104, 201-204), A21 (101-104, 201-204),	80	11635.60



		A22 (101-104, 201-204), A23 (101-104, 201-204), A24 (101-104, 201-204), A25 (101-104, 201-204)		
3.	Sh. Chet Singh urf Krishanpal	A46 (101-104, 201-204), A48 (101-104, 201-204), A13 (101-104)	20	2908.90
4.	Smt. Rakesh Sh. Subhash Chowdhry	A45 (101-104, 201-204), A47 (101-104, 201-204)	16	2327.12

- (iv) Area measuring 1.512 acre and 1.50 acre mortgaged to DTCP on account of EDC and IDC fee respectively is hereby freezed along with the units thereon which as per the statement provided by the promoter are as under:-

Unit/Flat Nos.	Area of each unit	No. of units/flats	Total Area (in Sq. metre)
A26 (101-104, 201-204), A27 (101-104, 201-204), A28 (101-104, 201-204), A29 (101-104, 201-204), A30 (101-104, 201-204), A31 (101-104, 201-204), A32 (101-104, 201-204), A33 (101-104, 201-204), A34 (101-104, 201-204), A49 (101-104) A50 (101-104, 201-204), A51 (101-104, 201-204), A52 (101-104, 201-204), A53 (101-104, 201-204), A54 (101-104, 201-204), A55 (101-104, 201-204), A56 (101-104, 201-204),	145.445	132	19198.70

The above mentioned area and units thereon cannot be put to sale by the promoter till they are de-mortgaged by the office of DTCP and released by HRERA.



- (v) Promoter shall submit a copy of service plans and service estimates to the Authority immediately after their approval by Town & Country Planning Department.
- (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) 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.
- (viii) That as per affidavit dated 30.08.2024, 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.
- (ix) That as per the joint undertakings dated 11.09.2024, both the promoter and land owner/licencees shall be jointly and severally liable under the provisions of RERA Act/Rules.
- (x) That as per joint undertakings dated 11.09.2024, the landowners/licensees have accepted and acknowledged the area allocation in lieu of collaboration of the land and have acknowledged that the commercial area to the landowners has already been accounted for within the residential units allocated to them. The landowners have agreed and undertook not to raise any claims or demands regarding the commercial units or space henceforth.
- (xi) No advertisement/public notice be issued through any medium without affixing the QR code issued by the Authority. The QR code should also be affixed on all the documents forming part of public domain including agreement to sell/allotment letter, pamphlets, brochures or any other literature published by the promoter.
- (xii) The promoter shall intimate to the Authority before taking any loan/financial assistance from any Bank/Financial Institution against the said registered project and thereafter all the installments of the loan received, shall be credited into the 70% RERA Bank Account.



(xiii) 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. Disposed of. File be consigned to record room after uploading the orders on the website of the Authority.



True copy

Executive Director,
HRERA, Panchkula

ITM

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

LA (Ashina)