

HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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

Telephone No: 0172-2584232, 2585232

F-mail: officer rera have@gmail.com

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 18.12.2024.

Item No. 273.03

(ix) Promoter: Siddhartha Developers.

Project: "Sid

"Siddhartha Developers" an Industrial plotted colony on land measuring 17.10 Acres situated in the revenue estate of Village

Kharkhauda II & Ziaudinpur, District Sonipat.

Temp ID: RERA-PKL-1573-2024

Present:

Sh. Jyoti Sidana, on behalf of promoter.

- 1. The matter pertaining to the registration of this project came up for consideration of the Authority today. License No. 96 of 2024 dated 25.07.2024 valid up to 24.07.2029 has been granted by the Town and Country Planning Department, Haryana in favour of Siddhartha Developers, Sh. Naresh-Sh. Radhe Shyam- Sh. Mahesh, Sh. Ashok-Sh. Sunil-Sh. Rajesh, Sh. Satnarayan Sh. Satish in collaboration with Siddhartha Developers.
- 2. The promoter had earlier approached the Authority vide Temp ID 1528-2024 whereby following shortcomings were conveyed to the promoter vide letter dated 21.10.2024: -
 - Clause 10 of REP-II is not as per format prescribed in the rules.
 - ii. Joint undertakings be submitted that net revenue sharing be made from the 30% free account.
 - iii. Collaboration Agreements are revocable in nature as per Clause 15.9
 - iv. Balance sheet for the year 2023-2024 has not been submitted.
 - v. No land schedule enclosed with license.
 - vi. Clause 6.6 and 8.1 of the collaboration agreements are contradictory.

Thereafter, the promoter vide reply dated 23.10.2024 had complied with the deficiencies mentioned at Sr. no. (i), (ii), and (iv). However, since deficiencies mentioned at



Sr. no. (iii), (v) and (vi) were not complied with by the promoter, therefore the application filed by the promoter was returned with a liberty to file afresh.

Now, the promoter vide present Temp ID-1573-2024 has complied with the above remaining deficiencies also by submitting the land schedule of the license and also the rectification deeds to the collaboration agreements.

- 3. The promoter vide another letter dated 16.12.2024 has enclosed a copy of jamabandi showing entry of license in the revenue records. Further, a joint undertaking has also been submitted in which net revenue sharing as per share of each landowner has been shown in a tabulated form.
- 4. After examination, the Authority finds the project fit for registration subject to the following special conditions:
 - i. The Landowners will get the net revenue sharing from the sales proceeds of the project as under: -

S. No.	Landowner/Licencee	Net Revenue sharing Ratio
1.	Sh. Mahesh	10% of net revenue share from his share of land measuring 3.154 acre.
2.	Sh. Satish, Sh. Satnarayan, Sh. Ashok, Sh. Rajesh	30% of net revenue share from their share of land measuring 4.072 acre.
3.	Sh. Sunil	30% of net revenue share from his share of land measuring 0.459 acre.
4.	Sh. Naresh Kumar, Sh. Radhe Shyam	10% of net revenue share from his share of land measuring 4.531 acre.

- ii. Promoter shall submit a copy of service plans/estimates to the Authority immediately after their approval by Town & Country Planning Department.
- iii. 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.
- iv. 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.



- v. That as per the joint affidavits dated 06.12.2024, both the promoter and land owner/Licencees shall be jointly and severally liable under the provisions of RERA Act/Rules.
- vi. That as per joint affidavits dated 06.12.2024, no clause of the Collaboration Agreement shall be amended/modified without the prior consent of DTCP Haryana and RERA.
- 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 the interest of the allottees.
- viii. 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.
- ix. 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.
- x. 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.
- 5. **Disposed of.** File be consigned to record room after issuance of registration certificate.

Despatche No.
Date 03/0/12/07

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.