

## HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 15.01.2025.

## Item No. 275.03

(iii) Promoter: Vishvadharam Estate LLP.

Project: "VDL Green City" an Affordable residential plotted colony under

DDJAY-2016 on land measuring 12.056 acres situated in the revenue estate of Village Beed, Sector 36 & 39, District Hisar.

Temp ID: RERA-PKL-1572-2024

Present: Adv. Neeraj Puri on behalf of promoters.

- 1. This application is for registration of the project namely; "VDL Green City" an Affordable residential plotted colony under DDJAY-2016 on land measuring 12.056 acres situated in the revenue estate of Village Beed, Sector 36 & 39, District Hisar. License No. 126 of 2023 dated 15.06.2023 valid up to 14.06.2028 has been granted by Town and Country Planning Department, Haryana in favour of Abhay Singh, Vishvadharam Estate LLP in collaboration with Vishvadharam Estate LLP.
- 2. The application was examined and following observations were conveyed to the promoter on 08.01.2025:
  - (i) Mortgaged plots need to be freezed (4804.864 sq mtrs. in the form of plots).
  - (ii) Gist of Collaboration agreement and GPA highlighting the clauses to execute conveyance deeds and powers to market and sell the colony be submitted.
- (iii) As per Clause 34A of the Addendum to collaboration agreement, the First Party and the Second Party will sell the plots in their respective shares only after the completion of the project and If they sell the plots before the completion of the project, then the First Party and the Second Party agree that they will deposit the money received from



- both the allottees in the account given in HRERA and will follow Section 4 (2) (L) (D) of the HRERA Act, 2016 and will spend 70 percent of the money on the development of the project. This clause is contradictory in nature.
- (iv) A joint undertaking needs to be submitted that both the landowner and developer shall be jointly and severally liable under the provisions of the Act.
- (v) Since the license in this case has been granted by the DTCP in June 2023 and the promoter has applied for registration as a new project, therefore the promoter is directed to submit an affidavit that he has not sold any plots as on date.
- (vi) Since 50% of the commercial plots belongs to the owner, how will the promoter earmark these plots.
- 3. The promoter vide reply dated 10.01.2025 has complied with all the deficiencies.
- 4. After consideration, 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 Commercial SCO No. 3 to 6 and following residential plots coming to the share of Sh. Abhay Singh Kharita 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: -

| Sr. No. | Plot No. | No. of plots | Area of Plot | Total Area   |
|---------|----------|--------------|--------------|--------------|
| 1       | 111      |              | (in sq mtrs) | (in sq mtrs) |
| 1.      | A1-1     | 1            | 142.5204     | 142.5204     |
| 2.      | A1-A2    | 2            | 136.5732     | 273.1464     |
| 3.      | A7-A8    | 2            | 136.5732     | 273.1464     |
| 4.      | A10-A14  | 5            | 136.5732     | 682.866      |
| 5.      | A23-A28  | 6            | 136.5732     | 819,4392     |
| 6.      | B7-B15   | 9            | 141.4584     | 1273.1256    |
| 7.      | B21      | 1            | 141.4584     | 141.4584     |
| 8.      | B25-B29  | 5            | 141.4584     | 707.292      |
| 9.      | C1-1     | 1            | 106.9452     | 106.9452     |
| 10.     | C1       | 1            | 106.3218     | 106.3218     |
| I1.     | C6-C7    | 2            | 106.3218     | 212.6436     |
| 12.     | C9       | 1            | 106.3218     | 106.3218     |
| 13.     | D1-D2    | 2            | 84.8278      | 169.6556     |
| 14.     | D5-D9    | 5            | 84.8278      | 424.139      |



|     | 1 10141    | 124 |             | 12516.3678 |
|-----|------------|-----|-------------|------------|
|     | Total      | 124 | 00.03       | 2729.55    |
| 18. | F45-F75    | 31  | 88.05       |            |
| 10  | THE COURSE | 30  | 88.05       | 3169.8     |
| 17. | F1-F36     | 36  | SERVING A . | 584.2018   |
| 16. | E7-E13     | 7   | 83.4574     |            |
| 16  |            | / / | 84.8278     | 593.7946   |
| 15  | D21-D27    | 19  |             |            |

- 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 site measuring 0.471 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.
- 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 joint undertaking cum affidavit dated 09.01.2025, both the promoter and land owner/Licencees shall be jointly and severally liable under the provisions of RERA Act/Rules.
- ix. 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.
- x. 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 30 days from the issuance of this registration certificate, till which time no plots shall be sold. If the 70% RERA account varies from the account already mentioned in REP-I, the Promoter is directed to issue a public notice of size 3" x 3" (in two newspapers widely circulated in the area) indicating all three accounts i.e., 100%, 70% and 30% under intimation to the Authority by submitting a copy of the original publication. No RERA account shall be subsequently changed by the promoter without the prior permission of the Authority.
- xi. 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
- xii. 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.

xiii. The following plots falling under mortgaged land cannot be sold by the promoter without the written consent of DTCP, Haryana and RERA Panchkula: -

| Sr. No. | Category of plots | Area (sq mtrs.) | No of Plots | Total Area (in sq mtrs) |
|---------|-------------------|-----------------|-------------|-------------------------|
| 1       | (I-1 to 37)       | 117.43          | 37          | 4804.8644               |
| 2       | (F37 to 44)       | 115.33          | 8           | 704.400                 |
|         |                   | Total           | 45          | 5509.26                 |

5. **Disposed of.** File be consigned to record room after issuance of registration certificate.

Despatche No. Date 211/125

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.

( Shubham)