



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 09.07.2025.

Item No. 292.03

(ii) Name of the applicant:

Aviana Grreen LLP

Project Name:

"North Avenue" an Affordable Residential plotted Colony (under DDJAY-2016) to be developed on land measuring 13.306 acres situated in the revenue estate of village Munda Khera, Sector-3, Badsa, Arogya Dham District Jhajjar

Present

Sh. Ashok (Authorized Representative) along with Sh. Jyoti Sidana on behalf of promoter.

Temp Id:

1684-2025

1. This application is for registration of the project namely; "North Avenue" an Affordable Residential plotted Colony (under DDJAY-2016) to be developed on land measuring 13.306 acres situated in the revenue estate of village Munda Khera, Sector-3, Badsa, Arogya Dham District Jhajjar. License No. 49 of 2025 dated 04.04.2025 valid upto 03.04.2030 has been granted by Town and Country Planning Department.

2. The application was examined and following observations were conveyed to the promoter on 02.07.2025:

- i. Non default certificate from a Chartered Accountant be submitted.
- ii. No. of licencees in the licence and the A-H form does not match.
- iii. No. of partners submitted in the LLP agreement and GST certificate does not match with the no. of partners submitted in the A-H form.
- iv. The promoter has made cross marking on the 1st page of the licence.
- v. Projected cash flow statement be submitted.



- vi. Balance sheet and ITR of the LLP for the year 2024-25 be submitted.
- vii. Legible copy of the collaboration Agreements be submitted. Pg No. 58,59,77,87,95,113,123,153,154,155,156 and 173 are not legible.
- viii. Certificate from the Chartered Accountant that A-H form is as per the Books/ Balance sheet of the applicant be submitted.
- ix. ITR of the partners for the last 3 years be submitted.
- x. The promoter shall submit an undertaking that who is authorised to execute the conveyance deed.
- xi. Payment plans submitted at Pg 187 and 217 are not in accordance to RERA act and rules.(75% of the proposed payment is proposed to be deposited within 6 months and development to be undertaken in seven years)
- xii. An affidavit stating that promoter and land owner/licencees shall be jointly and severally liable under the provisions of RERA Act/Rules be submitted
- xiii. An affidavit stating that 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 be submitted;
- xiv. A brief note regarding the financial and professional/technical capability of the promoter to develop the project be submitted;
- xv. Fee is deficit by Rs. 19,657/-
- xvi. Collaboration Agreements and GPA's of 15 licencees have been submitted whereas the total licencees are 31;
- xvii. An undertaking/ Joint undertaking be submitted as to how the promoter proposes to sell plots;
- xviii. Though the revenue entry of the licence has been made in the revenue record, however incorrectly mentioned in REP I(Part B);
- xix. Land utilization table REP I (Part C) is not in order;
- xx. Date of Approval of Building Plans ie 07.04.2025 incorrectly mentioned in REP I (Part C)
- xxi. Statutory approvals not correctly shown in REP I(Part E); Sr. No. 1 & 3;
- xxii. A joint undertaking allotting plots to all the landowner/ licencees and their acceptance be submitted;
- xxiii. A joint undertaking be submitted by the landowner/ licencees with regard to the commercial area to be developed in the Project.

3. Today the Authorized representative informed that they have submitted reply vide letter dated 07.07.2025 and 08.07.2025. However, on perusal of the documents enclosed it is observed that the observations mentioned at serial no. ii, iii & xxiii have still not been complied.

4. The representative requested for some more time to comply with the above observations. The Authority directed the promoter to submit the reply by 11th July, 2025 so



that a decision by circulation could be taken within the stipulated time as provided in the RERA Act, 2016.

5. The promoter vide letter dated 10.07.2025 has complied with all the deficiencies mentioned above. After consideration, the Authority finds the project fit for registration subject to the following special conditions:

- i. The promoter shall submit the details of the 100% Master Account, 70% Escrow Account and the 30% Free Account within a period of 30 days from the issuance of this registration certificate, till which time no plots shall be sold. The Promoter is also directed to issue a public notice of size 3 x 3 (inches) (in two newspapers widely circulated in the area) indicating all three accounts i.e., 100%, 70% and 30% account 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.
- ii. Both the Promoter and landowner/licensee shall comply with the provisions of Section 4(2)(I)(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.
- iii. That following plots coming to the share of landowner/licencees cannot be put to sale by the promoter:-
 - a) Sh. Anand, Sh. Sandeep & Sh. Dayanand.

Name of Landowner	Sr. No	Plot No.	Area (in sqm)
Shri Anand	1	172	126.93
Shri Sandeep	2	173	126.93
Shri Dayanand	3	174	126.93
	4	175	126.93
	5	176	126.93
	6	179	109.82
	7	180	109.82
	8	181	109.82
	9	182	141.93
	10	183	141.93
	11	184C	141.93
	12	185C	141.93
	13	186	141.93
	14	188	114.62
Total Area			1,788.39



b) Sh. Krishan

Name of Landowner	Sr. No	Plot No.	Area (in sqm)
Shri Krishan	1	14	118.11
	2	15	118.11
	3	79	133.77
	4	80	133.77
	5	81	133.77
	6	82	133.77
	7	83	133.77
	8	94	133.77
	9	95	133.77
	10	96	133.77
	11	97	133.77
	12	98	133.77
	13	100C	142.61
	14	101	142.61
	15	102	142.61
	16	103	142.61
	17	104	142.61
	18	105	142.61
	19	111C	124.21
	20	112	124.21
	21	113	124.21
	22	116	142.61
	23	118	142.61
	24	120	142.61
	25	121C	142.61
Total Area			3,372.56

c) Sh. Manish Kumar & Sh. Hoshiyar Singh

Name of Landowners	Sr. No	Plot No.	Area (in sqm)
Shri Manish Kumar	1	1A	122.44
Shri Hoshiyar Singh	2	12A	118.11
	3	13A	118.11
	4	24A	125.08
	5	25A	125.08
	6	47C	133.47
	7	48C	133.47
	8	68	54.02
	9	169	126.93
Total Area			1,056.71



d) Sh. Phool Kumar

Name of Landowner	Sr. No	Plot No.	Area (in sqm)
Shri Phool Kumar	1	50	133.47
	2	51	133.47
	3	52	133.47
	4	53	133.47
	5	54	133.47
	6	63	54.02
	7	65C	54.02
	8	67	54.02
	9	69C	54.02
	10	73C	115.84
Total Area			999.25

e) Sh. Ram Kumar

Name of Landowner	Sr. No	Plot No.	Area (in sqm)
Shri Ram Kumar	1	35C	98.53
	2	36C	98.53
	3	49	133.47
	4	61C	132.38
	5	64	54.02
	6	66C	54.02
	7	117	142.61
	8	119	142.61
	9	129C	126.93
Total Area			983.08

f) Sh. Yakshwinder Singh & Sh. Raghwinder Singh

Name of Landowners	Sr. No	Plot No.	Area (in Sqm)
Shri Yakshwinder Singh	1	55C	132.38
Shri Raghwinder Singh	2	56	132.38
	3	57	132.38
	4	58	132.38
	5	59	132.38
	6	60	132.38
	7	62C	54.02
	8	189	114.62
	9	190C	114.62
Total Area			1,077.52



- g) Sh. Manoj Kumar, Sh. Karan Singh, Sh. Sameer Phalaswal, Sh. Sahil Phalaswal, Sh. Jai Kishan, Sh. Raj Kumar, Sh. Ajit Kumar, Sh. Sunil Kumar, Sh. Yogesh Kumar & Sh. Dinesh Kumar.

Name of Landowners	Sr. No	Plot No.	Area (in sqm)
Sh. Manoj Kumar	1	128C	126.93
Sh. Karan Singh	2	142C	126.93
Sh. Sameer Phalaswal	3	143C	126.93
Sh. Sahil Phalaswal	4	151	126.93
Sh. Jai Kishan	5	152	126.93
Sh. Raj Kumar	6	153	126.93
Sh. Ajit Kumar	7	154	126.93
Sh. Sunil Kumar	8	155	126.93
Sh. Yogesh Kumar	9	156C	126.93
Sh. Dinesh Kumar	10	157C	126.93
	11	158	126.93
	12	159	126.93
	13	160	126.93
	14	161	126.93
	15	162	126.93
	16	165	126.93
	17	166	126.93
	18	167	126.93
	19	168	126.93
Total Area			2,411.71

That the above mentioned plots shall be physically handed over to the landowner/licencees after the issuance of completion certificate by the DTCP, Haryana.

- iv. 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.
- v. Promoter shall submit a copy of service plans/estimates to the Authority immediately after their approval by Town & Country Planning Department.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. That as per joint undertakings cum affidavit, 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.
- x. Promoter shall submit duly approved building plans in respect of commercial pocket measuring 2030.40 Sq. Mtrs. to the Authority along with deficit fee, if any. Till then, the promoter shall not dispose of any part/unit of the commercial pocket.
- xi. 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.
- xii. Sh. Aditya, designated partner shall sign and execute sale deeds/conveyance deeds on behalf of the LLP.

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

This has been approved by the Authority through circulation on 21.07.2025.



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.

LA(Dhruv)
