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REGISTRATION NO. 281 of 2017/7(3)/39/2023/16	
RC/REP/HARERA/GGM/281 of 2017/7(3)/39/2023/16	Date: 24.11.2023

REGISTRATION NO. 281 OF 2017 DATED 09.10.2017 VALID UP TO 31.03.2021 +SIX MONTHS COVID-19 EXTENTION i.e., 30.09.2021.

REGISTRATION CERTIFICATE TO REMAIN IN FORCE UPTO 31st JANUARY 2026 UNDER SECTION 7(3) WITH FURTHER TERMS AND CONDITIONS IMPOSED IN THE INTEREST OF THE ALLOTTEES AND BINDING UPON THE PROMOTER

REAL ESTATE PROJECT GROUP HOUSING COLONY

"SEVEN ELEMNETS (PHASE- I)"

सत्यमेव जयते

HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM

PRACHI SINGH
PLANNING EXECUTIVE

AUTHENTICATED
(Asha)
Chartered Accountant

FORM 'REP-III' [See rule 5 (1)]

HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM

HARERA
GURUGRAM

REGISTRATION NO. 281 of 2017/7(3)/39/2023/16	
RC/REP/HARERA/GGM/281 of 2017/7(3)/39/2023/16	Date: 24.11.2023

REGISTRATION CERTIFICATE

REAL ESTATE PROJECT GROUP HOUSING COLONY

"SEVEN ELEMENTS (PHASE – I)"

1. This registration is granted under section 7(3) of the Real Estate (Regulation & Development) Act, 2016 to the following project.

(A) PARTICULARS OF THE PROJECT/PHASE REGISTERED

S.N.	Particulars	Details
(i)	Name of the project	Seven Elements (Phase – I)
(ii)	Location	Sector- 89A, Gurugram
(iii)	License no. and validity	41 of 2013 dated 06.06.2013 valid up to 05.06.2024
(iv)	Total licensed area of the project	14.30 acres
(v)	Area of part of project/phase for registration	14.1430 acres
(vi)	Nature of the project	Group Housing Colony
(vii)	Total saleable unit of the project/phase for registration	580 units+ 10 retail shops

(B) NAME OF THE PROMOTERS/LICENSE HOLDER

S. N.	Particulars	Details
(i)	Promoter 1/License holders	1. M/s Vatika Seven Elements Pvt. Ltd. (Formerly known as M/s Strong Infrabuild Pvt. Ltd.) 2. Shyoraj and 3. Manoj Kumar S/o Rohtash in collaboration with Vatika Ltd.
(ii)	Promoter 2/Change of Developer	M/s Vatika Seven Elements Pvt. Ltd.

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Ashu
Chartered Accountant

(C) PARTICULARS OF THE PROMOTER / CHANGE OF DEVELOPER		
S. N.	**Particulars**	**Details**
(i)	Name	M/s Vatika Seven Elements Pvt. Ltd. (Formerly known as M/s Strong Infrabuild Pvt. Ltd.)
(ii)	Registered Address	Flat No. 224A, 2nd Floor, Devika Towers, 6, Nehru Place, New Delhi- 110019
(iii)	Corporate Office Address	Unit No. A-002, INXT City Centre, Fourth Floor, Block–A, Sector-83, Vatika India Next, Gurugram-122012
(iv)	Local Address	Unit No. A-002, INXT City Centre, Fourth Floor, Block–A, Sector-83, Vatika India Next, Gurugram-122012
(v)	CIN	U70100DL2011PTC226157
(vi)	PAN	AAQCS7626F
(vii)	Status	Active
(viii)	Mobile No.	+91 9810-566-938
(ix)	Landline No.	+91 1244-177-777
(x)	Email-Id	vatika.rera@vatikagroup.com
(xi)	Authorized Signatory	Mr. Virender Dhar

(D) DETAILS OF THE BANK ACCOUNT			
S. N.	**Type of bank account**	**Account No**	**Branch name of the bank**
(i)	Master Account of the Project (100%)	017705009572	ICICI Bank Limited, K-6 & K-7 + K-12 & Kb-12, Qutub Plaza, Dlf – Phase-1, Gurgaon- 122002
(ii)	Separate RERA account of the project (70%)	017705009574	ICICI Bank Limited, K-6 & K-7 + K-12 & Kb-12, Qutub Plaza, Dlf – Phase-1, Gurgaon- 122002
(iii)	Free account of the promoter of the project (30%)	017705009573	ICICI Bank Limited, K-6 & K-7 + K-12 & Kb-12, Qutub Plaza, Dlf – Phase-1, Gurgaon- 122002

(D) VALIDITY OF REGISTRATION

The registration of this project shall be valid for the period commencing from 1st October 2021 and ending on 31st January 2026.

This registration certificate is based on the information supplied by the promoter and an authenticated detailed project information (DPI) and declaration by the promoter is annexed herewith, which shall be read as part of this registration certificate.

(E) CONDITIONS OF REGISTRATION

2. This registration is granted subject to the following conditions, namely: —

(i)	The promoter shall enter into an agreement for sale with the allottees as prescribed in the Haryana Real Estate (Regulation and Development) Rules, 2017, and amended as per requirements and approved by the authority.

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(ii)	The promoter shall offer to execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the unit/apartment, plot, or building as the case may be, as per section 17 of the Act;
(iii)	The promoter shall deposit a hundred percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the proportionate land cost to be used only for that purpose as per sub-clause(D) of clause (l) of sub-section (2) of section 4;
(iv)	The registration shall be valid for a period as mentioned above under the head "validity of registration"
(v)	The promoter shall comply with the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 as applicable in the State and regulations made thereunder applicable in the jurisdiction of this authority;
(vi)	The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
(vii)	The promoter shall comply with all other terms and conditions as mentioned in the attached detailed project information (DPI) and as conveyed by the Authority from time to time.
(viii)	The apartment or building shall be sold only on a carpet area basis and not on a super area basis and the total sale consideration shall be inclusive of all charges. No separate EDC/IDC is payable by the allottees except the total sale consideration. Attention is invited to the model agreement for sale provided in the Haryana Real Estate (Regulation and Development) Rules, 2017. (Term 1.2) *Explanation:* *(i) The Total Price as mentioned above includes the booking amount paid by the allottee(s) to the Promoter towards the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) along with parking (if applicable);* *(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purpose of such possession:* *Provided that, in case, there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification.*
(ix)	The attention of the promoter is invited to the definition of common areas provided in section 2(n) of the Real estate (Regulation and Development) Act, 2016. Section 2(n) of the Real Estate (Regulation and Development) Act, 2016 is reproduced as under: *"common areas" mean—* *(i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;*

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	(ii) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; *(iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;* *(iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;* *(v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;* *(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;* *(vii) all community and commercial facilities as provided in the real estate project;* *(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;*
(x)	The sale shall not be permitted through a real estate agent without the availability of a prospectus/brochure containing necessary details and a set of drawings and approvals with the real estate agent registered with the HARERA. In case of introduction of a new real estate agent or change/deletion of a real estate agent as mentioned in the DPI, the promoter shall inform the same to the authority.
(xi)	There shall not be any subvention scheme/ assured returned scheme for the registered project without prior approval of the authority.
(xii)	The promoter at the time of booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely– (a) Sanction plan, layout plans along with specification, approved by the competent authority, by the display at the site or such other place as may be specified by the regulations made by the authority. (b) The stage-wise time schedule for completion of the project includes the provisions for civic infrastructure like water, sanitation, and electricity. [Obligation of the promoter under section 11(3)]
(xiii)	The promoter shall enable the formation of an association of allottees or society or co-operative society, as the case may be, of the allottees, or a federation of the same shall be formed, within a period of three months of the majority of allottees having booked their apartment/building/plot and inform the authority about the AOA. [Obligation of the promoter under section 11(4)(e),]
(xiv)	At the time of issue of the allotment letter, an application form for membership of the association of allottee shall be got filled up from the allottee. The promoter shall incorporate a condition in the allotment letter that the buyer of the unit shall enroll himself as a member of an association of allottees to be registered for this project. Every allottee of the apartment, plot, or building as the case may be, shall participate towards the formation of an association or society or corporative society or the allottees, or a federation of the same. [Duty of the allottee under section 19(9)]
(xv)	The promoter shall issue the allotment letter as per the draft annexed in the detailed project information which is duly approved by the authority and authenticated by the promoter. In case, the promoter wants to amend certain conditions/clauses, a separate application with justification for such variation/change be submitted for consideration of the Authority and till such change is allowed, the draft allotment letter shall be followed as approved by the authority with the DPI or as per directions issued by the authority.

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(xvi)	The promoter shall declare details of the unit along with specifications, payment plan, and time for handing over of possession of the unit after obtaining all required approvals from the competent authority.
(xvii)	As per section 13(1), the promoter shall not accept a sum of more than ten percent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale as prescribed with such person and register the said agreement for sale, under any law for the time being in force.
(xviii)	The promoter is obligated to take various approvals/renewals whenever due within time, from the competent authorities. Any failure in this regard will invite stringent action as per the provision of the law against the promoter.
(xix)	It was made clear that the individual dates of handing over possession of the unit as per BBAs already entered shall not be changed if it is prior to the date of possession mentioned in the detailed project information (DPI).
(xx)	The promoter shall comply with the requirement of section 11(1) and submit the quarterly up-to-date status of the project for each quarter.
(xxi)	The promoter shall complete the construction of community sites within the completion period declared under section 4(2)(l)(C) of the Act, 2016 and any failure would attract stringent action and penal proceedings.
(xxii)	The authority reserves its right to initiate penal proceedings for violation of various provisions of the Real Estate (Regulation & Development) Act, 2016 and rules and regulations made thereunder. The decision of the authority instead of revoking the registration under section 7(1) and allowing the registration of the project to remain in force is without prejudice to the right of the authority to initiate penal proceedings on violations of the provision of the Act and rules and regulations made thereunder by way of any omissions or commissions either before or post this permission.
(F)	**COMPLIANCES TO BE MADE BY THE PROMOTER**
(i)	The authority concluded a penal proceeding and imposed a penalty of Rs. Twenty five lakhs for violation of sections 3 and 4 of the Real Estate (Regulation & Development) Act, 2016. The promoter shall deposit the penalty amount before issuance of this certificate to permit registration of this part of the project to remain in force.
(ii)	The promoter shall comply with the requirement of section 4(2)(l)(D) and get his accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for that project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project. All such pending compliances after coming into force of the Real Estate (Regulation and Development) Act, 2016 shall be submitted to the authority within three months.
(iii)	The promoter undertakes and ensures that it will complete the project in all sincerity having sufficient resources to complete the construction of this part of the project by the date as specified in the DPI and to complete the whole project within the time declared in DPI. The promoter shall execute work as per the schedule submitted by him and milestones to be achieved as declared to the authority.
(iv)	As per terms of SWAMIH Investment fund no customer refund and expenditure other than construction is allowed, except for the construction of the project.

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(v)	The promoter undertakes that it will not create any encumbrance by way of hypothecation/charge on future receivables from the sold unit as well as on separate RERA accounts except as per the term sheet of SWAMIH INVESTMENT FUND.
(vi)	The promoter undertakes and ensures that it will complete the project in all sincerity having sufficient resources to complete the construction of this part of the project by the date specified above and to complete the whole project within the validity of the license. The promoter shall execute work as per the schedule submitted by him and milestones to be achieved as declared to the authority/ SWAMIH INVESTMENT FUND.
(vii)	The promoter is directed to provide a development plan/ construction plan in respect of community buildings and amenities and completion of internal development works within one month of issuance of this certificate to permit registration of this part of the project to remain in force as above.
(viii)	The promoter undertakes that it will not create any further encumbrance by way of hypothecation/charge on future receivables from the sold unit as well as on separate RERA accounts except for the charge already created in favour of existing lender.
(ix)	This permission regarding registration of this part of the project/ phase to remain in force is without prejudice to the rights of allottees as per section 18(1) of the Act regarding delay possession charges from the due date of possession to the actual handing over of possession or withdrawal from the project at his option and obligations arising on such eventuality. The promoter also undertakes to make payment of delay possession charges to the allottee as per section 18(1) of the Act from the promoter's funds and project cash inflow shall not be used for this purpose.
(x)	The promoter had declared the completion period of the entire project by 31.01.2026, and few of the licenses/approvals would be expired within the time declared for completion of the project. Further, the promoter is directed to take various approvals/renewals whenever due within the time, from the competent authorities. Any failure in this regard will invite stringent action as per the provision of the law against the promoter.
(xi)	The promoter shall submit a comparison of proposed work (as per the PERT chart) and actual work completed on monthly basis on the 7th day of every consecutive month.
(xii)	The promoter has to ensure on affidavit that the quarterly progress report shall be submitted to the authority without fail and in case of default, the authority may withdraw/cancel the permission granted regarding registration of this part of the project/ phase to remain in force and may revoke registration as per provisions of section 7 of the Act.
(xiii)	The authority may appoint a Commissioner Monitoring for monitoring the completion of the project as per the schedule submitted by the promoter and also to monitor compliance under various provisions of the Real Estate (Regulation and Development) Act. 2016 and the Rules and Regulations made thereunder.
(xiv)	The promoter shall furnish in writing such information or explanation relating to the affairs of the project as the authority may require or seek through the monitoring commissioner to inquire about affairs of the promoter relating to the project.
(xv)	The promoter shall submit a copy of the occupation certificate granted by the competent authority along with a copy of the deed of the declaration filed with the competent authority;

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3. If the above-mentioned conditions are not fulfilled/ compliances are not made by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted therein, as per the Act and the rules and regulations made thereunder.
The above permission under section 7(3) of the of the Real Estate (Regulation and Development) Act, 2016 on expiry of registration certificate no. 281 of 2017 dated 09.10.2017 is granted vide agenda item of the Authority 24.11.2023. **Registration Certificate is remained in force subject to terms and conditions above in the interest of the allottees and binding on promoter.**

Dated : 24.11.2023

Place : Gurugram

(Arun Kumar Gupta)
Chairman
Haryana Real Estate Regulatory Authority,
Gurugram

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30/11/2023