

DECLARATION

I, Chandan Kar, Authorized Signatory of South West Bliss Private Ltd. ("Promoter / Company") having its address at Two Horizon Center, Level 06, Wing B, Sector 43, Golf Course Road, DLF QE, Gurugram, Haryana, duly authorized by Resolution of the Board of Directors of the Promoter / Company dated 10th February 2025 to make this Declaration state and declare on behalf of the Promoter / Company as under:

I say that the Company is vested with the development rights of the property situated at Village Jakhauli admeasuring 124 Kanal - 7 Marla (i.e., approx. 15.54375 acres), Tehsil Rai, District Sonipat, Haryana and land admeasuring 31 Kanal 7 Marla i.e., (approx. 3.91875) acres situated at Village Aterna, Tehsil Rai, Sonipat, Haryana, (Said Property) having acquired the same pursuant to the 2 (two) Development Agreements both dated 22.08.2024 registered with the Office of Sub - Registrar of Assurances at Rai at Sonipat under Serial No. 2691 and 2692 (Development Agreements) executed by Surepass Infra LLP in favour of the Promoter/Company. In addition to the Development Agreements, Surepass Infra LLP has also executed 2 (two) General Power of Attorney's both dated 22.08.2024 in favour of the Promoter/Company, which is registered with the Sub-Registrar of Assurances at Rai at Sonipat under Serial No. 45 and 46 on 22.08.2024.

I say that the Director of Town & Country Planning, Haryana ("DTCP"), has issued License No 116 of 2024 dated 12.08.2024 for developing a residential plotted colony on the Said Property under the Deen Dayal Jan Awas Yojana (DDJAY). Thereafter, DTCP has granted permission for change in developer to recognise the Promoter / Company as the developer under the License, vide its Memo. bearing no LC-5223-JE(MK)-2024/5829 dated 13.02.2025.

I say that pursuant to the grant of development right in favour of the Promoter / Company, the Promoter / Company intends to develop the Said Property as a Real Estate Project and register the same project as a separate Real Estate Project under the Real Estate (Regulation and Development) Act, 2016 ("Act").

The Promoter / Company is therefore desirous to make the Application for the registration of development of the Said Property under Section 4 of the Act, the development rights for which have been acquired by the Promoter / Company under the aforesaid Development Agreements.

The Promoter Company is desirous to make certain material disclosures in respect of the Real Estate Project to Real Estate Regulatory Authority (RERA) and the prospective purchasers who intend to acquire plots/units (Prospective Purchasers) in the Real Estate Project from the Company/Promoter. These disclosures are made in the interest of transparency and have also been incorporated into the draft Agreement for Sale (AFS), which is to be executed with the Prospective Purchasers, and which has been uploaded on RERA Portal to enable the

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Prospective Purchasers to peruse. A copy of this declaration has also been submitted along with the application for registration of the Real Estate Project under RERA. This declaration is therefore made by the Promoter / Company to disclose to the Prospective Purchasers the following:

I: Provision of Built-Up Area on Plots:

- (i) The Promoter / Company has presently obtained a layout approval for the Project by Director Town and Country Planning via approval dated 16.08.2024. As per the said approval, the Promoter / Company is entitled to develop a residential plotted colony (along with development of infrastructure, common areas and facilities) and to sell the developed plots (Plots) in accordance with the said layout approval.
- (ii) The very nature of a plotted development as per present development control rules and regulations, allows for construction of villa/ floors by consuming the applicable FAR on each of the said Plots in the Project, whether by individual plot owners / allottees or by the Promoter, in accordance with applicable laws.
- (iii) The Promoter hereby makes clear disclosure and declaration that the Promoter/Company may develop built-up structures such as villas, or independent floors, or other products on certain designated plots within the Project in future and sell such constructed structures / units to allottee(s) / buyers after obtaining requisite approvals from concerned authorities. In this regard the Promoter reserves the rights to obtain a separate registration under RERA or any may sell the same under the same RERA registration by adding such products and may apply and obtain all other regulatory approvals that may be required for such development of villas, independent floors, or other products. The Prospective Purchasers shall be deemed to have granted consent or no objection certificates for such for such additional RERA or sale of additional products as above under the present RERA registration and implementation of the same from the allottees who may acquire the plots within the Project in furtherance to the present RERA registration.
- (iv) The Promoter has also made disclosures with regard to the above in the AFS relating to the current Real Estate Project in clause 1.10 (b).

II. Additional Lands and its implications:

(i) Under the Development Agreements executed with the landowner, the landowner has disclosed that they are in the process of acquiring certain lands adjacent to Said Property. The Promoter/Company and the landowner have reserved the right to acquire the additional lands contiguous to the Said Property and obtain license from DTCP for the development thereof ("Additional Land"), and in accordance with the provisions of applicable laws, develop the same either as part of the same license or a separate project by obtaining a separate license from DTCP and separate RERA Registration. The Prospective Purchaser herein acknowledges the aforesaid right of the Promoter/Company and the landowner, and further agrees and undertakes not to raise any objection or dispute to such acquisition of Additional Land and to the development of the same as part of the Project or as a separate project having access through the existing 18 and 15 meter roads passing through the Project as shown in green color in the plan annexed hereto as Annexure 1. The landowner and the Promoter/Company has further agreed that in the event, the Additional Land is acquired and the same is developed either jointly by the Promoter/Company herein along with landowner or individually by the Promoter/Company herein or individually by the landowner, in either of the circumstances, such additional land and the separate project being undertaken on such Additional Land shall have the access through the existing 18 and 15 meter roads passing through the Project as shown in green color in the plan annexed hereto as Annexure 1. Further services to such Additional Land may also pass underneath the roads in the Project.

The right of way constitutes a perpetual easement granted by the Promoter / Company in favour of the landowner, the Additional Land, and any project thereon for the purpose of access and/or utilization of the Additional Land. It is disclosed by the Promoters/Company that the Prospective Purchaser of the Real Estate Project on the Additional Land will also be entitled for the Club House constructed as stated in sub clause V below. This easement shall be binding upon the Prospective Purchasers and/or the Association of the Real Estate Project.

The disclosures in this regard are being provided to ensure, inter-alia, transparency as well as clarity that no approvals or consents shall be required from Prospective Purchasers of the Real Estate Project for either addition of the Additional Land to the Real Estate Project or for providing the above stated easement / access to the Additional Land from the Real Estate



(ii)



Project. The Promoter has also made disclosures with regard to the above in the AFS relating to the current Real Estate Project in clause 1.10 (c).

III. <u>A. Commercial Plot admeasuring 2242 square meters i.e. 2681 square yards within the Real</u> Estate Project:

Pursuant to the terms and conditions of the Development Agreements, as part of the consideration payable to the landowner by the Promoter / Company herein, the landowner is entitled to a plot admeasuring 2242 square meters (equivalent to 2681 square yards) designated in purple color in the plan annexed herewith as Annexure 1. The Landowner shall be entitled to develop the Commercial Plot in accordance with law. The Promoter has also made disclosures with regard to the above in the AFS relating to the current Real Estate Project in clause 1.10 (d).

B. Residential Plot admeasuring 2257.97 square meters i.e 2700.53 square yards within the Real Estate Project:

Pursuant to the terms and conditions of the Development Agreements, as part of the consideration payable to the landowner by the Promoter / Company herein, the landowner is entitled to residential plots admeasuring 2257.97 sq meters (equivalent to 2700.53 square yards) as more particularly shown in dark blue color in the plan annexed hereto as Annexure 1. The Promoter has also made disclosures with regard to the above in the AFS relating to the current Real Estate Project in clause 1.10 (e). The landowner has uploaded and submitted a separate declaration for its entitlement under the Development Agreements.

IV. Permissible FAR:

- (i) On the basis of the layout approval presently obtained by the landowner and pursuant to the change of the developer permission dated 13.02.2025 granted by the DTCP, the Promoter/Company is presently undertaking the development of the Said Property by developing a residential plotted development. The individual plots are capable of utilizing the FAR / FSI as may be permissible under law from time to time. The sale of plots shall mean to include the permissible FAR along with the land.
- (ii) In the event the Promoter / Company shall be constructing any villa, the Promoter / Company shall utilize the FAR / FSI as per the Deen Dayal Jan Awas Yojna Policy, dated 08.02.2016 and balance if any, for the said plot, shall stand automatically transferred to such Prospective Purchasers who agrees to purchase plot along with the villa.
- (iii) In the event, the Promoter / Company shall be constructing floors on any individual plot, it shall be utilizing the permissible FAR as per the applicable laws.

<u>Club</u>:

V.

The Promoter / Company proposes to construct a Club House having a minimum area of approximately 10,000 square feet. As per the present plan of the Promoter / Company, they shall endeavor to construct the Club House at the community site, if approved by the authorities. In the event the same is not approved by the authorities at the community site, then and in that event, the Company / Promoter may construct the Club House in the layout at a place at the discretion of the Promoter / Company. The Prospective Purchaser has agreed to purchase the said Plot / unit after thoroughly understanding this condition and has taken appropriate legal advice from their legal and technical consultants and has gone ahead with the purchase. Such proposed Club House shall be made available for the enjoyment of all the Prospective Purchasers in the Project and may also be made available for enjoyment of the allottees/ occupants/residents in Additional Land and allottees/ occupants/residents of the built up units in the Real Estate Project, as per discretion of the Promoter/Company and in accordance with applicable laws. The Promoter has also made disclosures with regard to the above in the AFS relating to the current Real Estate Project in clause 1.10 (a).



Purchasers shall be construed to have a constructive notice of all the aforesaid mentioned hereinabove and shall have no grievance as regards the same.

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Whatever is stated hereinabove is true to my own knowledge and belief.

Solemnly affirmed at Gurgaon Dated this 28th day of March 2025

) For South West Bliss Private Limited



Notary

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ANNEXURE - 1 18 METER AND 15 METER ROAD WITHIN THE PROJECT AND DESCRIPTION OF LANDOWNER AREA



