

**Indian-Non Judicial Stamp
Haryana Government**

Date : 03/12/2024

587

Certificate No. GOC2024L2654



GRN No. 124659841

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: South west bliss Private limited

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 80*****91

**Buyer / Second Party Detail**

Name : Director town and country Planning department haryana Chandigarh

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 80*****91

Purpose : Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT DATED 03.12.2024**BETWEEN****SOUTH WEST BLISS PRIVATE LIMITED****AND****THE GOVERNOR OF HARYANA, THROUGH THE DIRECTOR GENERAL TOWN & COUNTRY PLANNING
HARYANA**

Director
Town & Country Planning
Haryana, Chandigarh



FORM LC-IV-B

BILATERAL AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING TO SET UP A AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER DDJAY-2016

This Agreement is made on this 3rd day of December 2024.

Between

M/s. SOUTH WEST BLISS PRIVATE LIMITED a Company incorporated and validly existing under the Companies Act 2013 with CIN: U68200HR2024PTC123144 and PAN No. ABNCS8610B and having its registered office at Level 6, Wing B, Two Horizon Centre, Golf Course Road, DLF 5, Sector 43, Gurgaon-122002, Haryana, India has development rights vide development agreements executed with M/s Surepass Infra LLP and M/s Surepass Infra LLP has applied for change of Developer and has received the In-Principal change in developer approval vide memo dated 29.11.2024 (hereinafter called the "Owner/Developer")

.....of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

.....of the OTHER PART

WHEREAS in addition to agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojana-2016 on the land measuring admeasuring 19.4625 acres falling in the revenue estate of village Jakholi & Aterna, Sector - 70, District - Sonapat.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojana-2016 on the land mentioned in Annexure hereto and on the fulfilment of the conditions of this Bilateral Agreement, the Owner/Developer, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer hereunder covenants as follows:

1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
2. That the Owner/Developer shall ensure that the plots are sold/leased/transferred by them keeping in view the provisions of DDJAY-2016 Policy as amended from time to time, which shall be followed in letter & spirit.
3. The terms and condition of the policy parameters as prescribed under the Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna 2016 Policy dated 08.03.2016 as amended from time to time and enclosed as Annexure-1 to this agreement shall forming integral part of this agreement and shall be read as part and parcel of this agreement.



Director



4. The Owner/Developer will transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities as per DDJAY policy dated 08.02.2016 as amended from time to time or may seek permission for development of the community site as per the provisions of policy dated 25-08-2022. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area.
5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the DDJAY-2016 Policy dated 08.02.2016.
6. That all plots in the project shall be allotted strictly as per the DDJAY-2016 Policy as amended from time to time.
7. That Owner/Developer shall complete the project within 7 years (5+2 years) from the date of grant of licence as per policy dated 08.02.2016.
8. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Residential Plotted Colony under DDJAY-2016 after making provisions of the statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.
9. That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimates according to the approved layout plans (this clause shall not be applicable in the cases, where 15% of saleable area is mortgaged on account of said bank guarantee as per DDJAY Policy dated 08.02.2016 as amended from time to time).
10. That any other condition which the Director may think necessary in public interest can be imposed.
11. That, the Owner/Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(i)(d) of the Real Estate Regulation and Development Act, 2016 with the on-line application/ payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.
12. That such 10% of the total receipts from each, payment made by an allottee which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
13. Such 10% deduction shall continue to operate till the total EDC dues got recovered from the owner/developer.
14. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the owner/developer. The owner/developer continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.




Director
Town & Country Planning
Haryana, Chandigarh



IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Witness: -

1.  (Mahesh Salim)
Tower - 10-106, Global Heights
Sector-33, Sohna, Gurgaon
2. _____

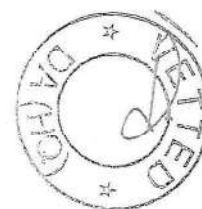
The OWNER/DEVELOPER

SOUTH WEST BLISS PRIVATE LIMITED



DIRECTOR,
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR & ON BEHALF OF THE
GOVERNOR OF HARYANA


Director
Town & Country Planning
Haryana, Chandigarh



Non Judicial



Indian-Non Judicial Stamp
Haryana Government



591
Date : 02/12/2024

Certificate No. G0B2024L4946



GRN No. 124632203



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

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Seller / First Party Detail

Name: South west bliss Private limited

H.No/Floor : 00 Sector/Ward : 00

LandMark : 00

City/Village : Gurugram District : Gurugram

State : Haryana

Phone: 80*****91



Buyer / Second Party Detail

Name : Town and country planning Department haryana chandigarh

H.No/Floor : 00 Sector/Ward : 00

LandMark : 00

City/Village : Gurugram District : Gurugram

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BETWEEN

SOUTH WEST BLISS PRIVATE LIMITED

AND

THE GOVERNOR OF HARYANA, THROUGH THE DIRECTOR GENERAL TOWN & COUNTRY PLANNING,
HARYANA



Director
Town & Country Planning
Haryana, Chandigarh



FORM LC-IV
(See Rule 11)

AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING
FOR SETTING UP A COLONY UNDER DEEN DAYAL JAIN AWAS YOJNA-2016

This agreement made on the 3rd day of December 2024

between

M/s. SOUTH WEST BLISS PRIVATE LIMITED a Company incorporated and validly existing under the Companies Act 2013 with CIN: U68200HR2024PTC123144 and PAN No. ABNCS8610B and having its registered office at Level 6, Wing B, Two Horizon Centre, Golf Course Road, DLF 5, Sector 43, Gurgaon-122002, Haryana, India has development rights vide development agreements executed with M/s Surepass Infra LLP and M/s Surepass Infra LLP has applied for change of Developer and has received the In-Principal change in developer approval vide memo dated 29.11.2024 (hereinafter called the "Owner/Developer").

.....of the one part

AND

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director")

.....of the other part.

In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rule, 1976 (hereinafter referred to as said "Rules"), and the conditions laid down therein for grant of License, the Owner/Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up of Affordable Plotted Colony under DDJAY on the land measuring admeasuring 19.4625 acres falling in the revenue estate of village Jakholi & Aterna, Sector - 70, District - Sonapat.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulations of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:

1. That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulations of Urban Areas Act, 1975, the Haryana Development and Regulations of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
2. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
3. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of Change of Developer to enable provision to



Director
Town & Country Planning
Haryana, Chandigarh



site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.

4. The Owner/Developer shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
5. That the Owner/Developer shall deposit 30% of the amount realized by him from the Plot Holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developer towards meeting the cost of internal development works of the colony.
6. That the Owner/Developer shall pay the EDC of Rs. 877.53 Lacs (Rupees Eight Hundred and Seventy-Seven Lacs and Fifty Three thousand only). These charges shall be payable to Director, Town and Country Planning, Haryana, in six (6) installments along with interest, if applicable.
7. First installment of 16.67% of the total amount of EDC shall be payable within a period of 6 (six) months from the date of grant of license.
8. That the Owner shall pay the EDC as per scheduled date and time as and when demand by the DTCP, Haryana.
9. That in the event of an increase in EDC rates, the Owner/Developer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish and Additional Bank Guarantee, if any, on the enhanced EDC rates.
10. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
11. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
12. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period and the Owner/Developer shall be bound to make the payment within the period so specified.
13. The Owner/Developer shall arrange the electronic connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electronic connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony shall be the responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the



"electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e., HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitral Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.

14. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
15. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of license as per applicable legal provision.
16. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.
17. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of license.
18. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
19. That the Owner/Developer shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the development works in the said colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
20. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
21. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable group housing colony for the period of five years from the date of the issuance of completion certificate under ruler 16 of the Rules, 1976, unless earlier relieved of this responsibility, upon which the owner/developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
22. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to Owner/Developer.
23. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
24. That any other condition which the Director may think necessary in public interest can be imposed.



Director
Town & Country Planning
Haryana, Chandigarh.



IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Witness: -

OWNER/DEVELOPER

SOUTH WEST BLISS PRIVATE LIMITED

1. (Mahesh Saini)
Tower 10-105, Global Heights
Sector- 33, Sohna, Gurgaon
2. _____



DIRECTOR,
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR & ON BEHALF OF THE
GOVERNOR OF HARYANA

Director
Town & Country Planning
Haryana, Chandigarh

