

HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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

Telephone No: 0172-2584232, 2585232

E-mail: officer.rera.hry@gmail.com, hrerapkl-hry@gov.in

Website: www.haryanarera.gov.in

Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 14.05.2025.

Item No. 287.03

(viii) Promoter: South West Bliss Private Limited.

Project: "Neoliv Grand Park" an Affordable residential plotted colony under DDJAY-2016 on land measuring 19.462 acres situated in

the revenue estate of Village Jakholi and Aterna, Sector 70,

Sonipat.

Temp ID: RERA-PKL-1693-2025

Present: Adv. Tarun Ranga on behalf of promoter.

- 1. This application is for registration of the project namely; "Neoliv Grand Park" an Affordable residential plotted colony under DDJAY-2016 on land measuring 19.462 acres situated in the revenue estate of Village Jakholi and Aterna, Sector 70, Sonipat. License No. 116 of 2024 dated 12.8.2024 valid up to 11.08.2029 has been granted by Town and Country Planning Department, Haryana in favour of Surepass Infra LLP. Thereafter, there has been a Change of developer in the name of South West Bliss Private Limited vide DTCP order dated 13.02.2025.
- 2. The promoter had earlier approached the Authority vide Temp ID 1646-2025 whereby following shortcomings were conveyed to the promoter vide letter dated 15.04.2025.
 - i. Demarcation and Zoning plans have not been submitted.
 - ii. An undertaking from the promoter be sought that both the promoter and the licencee/landowners shall be jointly and severally liable under the provisions of the RERA Act/Rules
 - iii. A brief note on financial and technical capacity be submitted.
 - iv. The promoter should also clarify as to who will maintain the RERA account and how will 70% of the amount received by the licencee be transferred to the said account. A joint undertaking with the consent of licencee be submitted



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- v. Copy of LC-IV and Bilateral Agreement are not enclosed with Change of developer approval letter.
- vi. Figures of permissible FAR have not been mentioned in REP-I Part B.
- vii. Development agreement is revocable in nature as it can be amended with the written consent of parties.
- viii. Page 131 to 133 relating to schedule of Development agreement are not legible.
- ix. CA certificate is not as per the prescribed format.
- x. The details of bank account mentioned in REP I Part D are not of RERA Bank account as mentioned in the ICICI letter dated 27.02.2025.
- xi. Who will maintain colony after 5 years of obtaining Completion Certificate.
- xii. The plan showing area allocation in favour of the landowner is not legible.
- xiii. Payment plan has not been submitted.
- xiv. No Authority of the person, to file RERA Registration has been submitted.
- xv. List of plots falling under 220 KV and 11 KV HT Lines be submitted.
- xvi. List of plots mortgaged with DTCP Haryana for IDW and EDC be submitted.
- xvii. How many plots will be freezed by the promoter till the payment of Rs 131 crores is paid to the landowners.
- 3. Vide reply dated 21.04.2025, the promoter had complied with the deficiencies mentioned at serial no. i to vi, x to xii, xv and xvi above. As regards, the deficiency mentioned at serial no. vii to ix, xiii, xiv and xvii, representatives of the promoter were asked to comply with the same. They sought some more time to file reply.
- 4. The Authority on 23.04.2025 had directed the promoter to submit the reply by 25th April, 2025 so that a decision by circulation could be taken within the stipulated time as provided in the RERA Act, 2016.
- 5. Thereafter, the promoter vide reply dated 25.04.2025 had complied with the observations mentioned at serial no. viii, ix, xiii, xiv and xvii, however, the deficiency mentioned at serial no. vii was still not complied with by the promoter since the supplementary development agreements registered on 24.04.2025 were still revocable in nature.
- 6. Since the deficiency mentioned at serial no. vii was not complied therefore, the application filed by the promoter was returned with a liberty to file afresh.
- 7. Now, the promoter vide letter dated 08.05.2025 has applied afresh vide Temp Id-1693-2025 alongwith 5% processing charges and complying with the deficiency at serial no. vii above.



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- 8. After consideration, the Authority finds 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 plot measuring 2242 sq meters and following residential plots coming to the share of landowner/licencee cannot be put to sale by the promoter:

S. No.	Plot No	Total area (in Sq mtrs)
1.	18	133.58
2.	.19	112.50
3.	20	112.50
4.	43	85.80
5,	80	126.18
6:	81	126.18
7.	82	126.18
8.	83	126.18
9.	84	126.18
10.	214	126
11.	215	126
12.	216	126
13.	217	149.71
14. 218		148.39
. 15.	219	147.07
16. 246D		139.248
17.	7. 247 110.14	
18.	248	110.14
Fotal	18	2257.97

- 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 get the building plans in respect of commercial site measuring 0.554 acres approved from DTCP, Haryana and submit a copy of the same to the Authority along with deficit fee, if any. Till then, the promoter shall not dispose of any part/unit of the commercial pocket.



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- 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 dated 21.04.2025, both the landowner/licencees and developer shall be jointly and severally liable under the provisions of RERA Act/Rules.
- viii. 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.
- ix. 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.
- x. The following mortgaged plots cannot be sold by the promoter landowner/licencees without the written consent of DTCP, Haryana and RERA Panchkula:-

Sr. No.	Plot Nos.	Area (sq mtrs.)	No of Plots	Total Area (in sq mtrs)	
1. 1	1	138.750	1	138.75	
2.	2	138.659	1	138.66	
3.	7-16	112.500	10	1125.00	
4.	94-111	148.693	18	2676.47	
5. :	3	128.579	1	128.58	
6.	4	118.552	1	118.55	
7.	5	115.852	1	115.85	



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5.	6	88.777	1	00 70
1.07.6	247-267			88.78
		110.143	42	4626.01
	301-321		1.2	4020.01

xi. That as per joint undertaking dated 24.04.2025, M/s Surepass Infra LLP has received an amount of INR 70 Cr. towards the monetary consideration payable as per clause 8 of the Development Agreement and an amount of INR 61 Cr. still remains payable by M/s South West Bliss Private Limited in accordance with the terms of the Development Agreement. Both the promoter and landowner/licencees agree and undertake that until such time the remaining amount of monetary consideration is paid, M/s South West Bliss Private Limited shall not allot or sell the following plots in the Project:

S. No.	Plot No.	Area in sq mtrs.
1.	21	112.5
2.	22	112.5
3.	23	112.5
4.	42	85.8
5,	56	103.87
6.	57	101.80
7.	58	99.74
8.	59	86.17
*	Total	815.88

- 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.
- 5. <u>Disposed of</u>. File be consigned to record room after issuance of registration certificate.

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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 (Shubfam)