

M/s Ekaakshara Builders LLP



52751

Sl. No.
 Amount.
 Purpose/Use.

09 OCT 2025

RAJ SINGH STAMP VENDOR
 Gurugram (Haryana)

AFFIDAVIT

I, Ravi Kashyap (Aadhar No. 704589781255) S/o Shriram, R/o Opposite Devi Mandir, Pingaltu (119), Gorota, Palwal, Haryana-121106, an Authorized Signatory of **M/s Ekaakshara Builders LLP**, a Limited Liability Partnership (LLPIN No. ACM-5303) authorized vide Board Resolution dated 06th October 2025 having its registered office at Unit 303, Suncity Success Tower, Sector-65, Gurugram, Haryana-122005 (hereinafter referred to as the "Promoter") do solemnly affirm and declare as under:-

1. That we are the Promoter of the Project as detailed below:-

S.No.	Information	Details
a.	Name of the Project	Garden Residency
b.	Location of the Project	Revenue Estate Sohna, Sector 5 Sohna, District Gurugram, Haryana
c.	Area of the Project under registration	1.2470 Acres
d.	Nature of Project	Independent Residential Floors to be constructed on Plots forming part of Affordable Plotted Colony under the Deen Dayal Jan Awas Yojana, 2016 ('DDJAY')
e.	Project Cost	7925.26 Lacs
f.	Number of Units	132 Independent Residential Floors
g.	License No. and date of validity of said License	License No. 118 of 2025 dated 14.07.2025 The said License is valid till 13.07.2030
h.	Date of completion of the Project as per registration application	30.06.2029

2. Keeping in view the provisions of Section 4 (2) (1) (D) of the Real Estate (Regulation & Development) Act, 2016, a separate account is to be maintained in a scheduled bank wherein 70% of the amounts realized from the allottees of the real estate project from time to time is to be deposited. Out of this account, only the costs of construction and land costs shall be covered and the amounts lying in this account shall be used only for that purpose.
3. Accordingly, to comply with the above provisions of law, we have opened the following three account(s):

S.No.	Nature of Bank Account	Name and branch of the Bank
a.	Master Account	A/c No. 048772500000048, Yes Bank Ltd. having its branch at Cross Point Branch, Upper Ground Floor, B -247, Super Mart-Gurgaon (Gurugram), Haryana
b.	Separate RERA Account	A/c No. 048772500000038, Yes Bank Ltd. having its branch at Cross Point Branch, Upper Ground Floor, B -247, Super Mart-Gurgaon (Gurugram), Haryana
c.	Free Account of the Promoter	A/c No. 048772500000015, Yes Bank Ltd. having its branch at Cross Point Branch, Upper Ground Floor, B -247, Super Mart-Gurgaon (Gurugram), Haryana



4. **Master Account:** In this account, only the amount realized from the allottee(s) of the real estate project from time to time shall be deposited. We further undertake that there shall be no lien on Account No. A/c No. 048772500000048, Yes Bank Ltd. having its branch at Cross Point Branch, Upper Ground Floor, B -247, Super Mart-1, Gurgaon (Gurugram), Haryana.
5. **Separate RERA Account:** As per the provisions of RERA, a separate bank account is to be maintained by us i.e., Promoter in a schedule bank wherein 70% or more (if directed by the authority in special circumstances) of the amounts realized from the allottees of the project is to be deposited as per Section 4 (2) (I) (D) of the Act ibid cover the costs of the construction and land costs of the project and shall be used for that purposes. This shall be a no lien account.
- 5.1 We further undertake that the amounts from the separate bank accounts shall be withdrawn by us after it is certified by an engineer, architect, and the chartered accountant in practice that withdrawal is proportionate to the completion of the Project.
- 5.2 We further undertake that for the purpose of withdrawing the amounts from this separate account, the regulations/directions of the Haryana Estate Regulatory Authority, Gurugram regarding withdrawal from the RERA Account, the real estate project's bank account directions, 2019 shall be strictly followed. The engineer/architect/chartered account shall be engaged by us out of the panel if prepared by the authority and shall be paid at the specified rate.
- 5.3 We further undertake that we shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice.
- 5.4 We further undertake that statement of accounts duly certified and signed by the chartered accountant shall be submitted to the authority with a verification that the amounts collected for a particular project have been utilized for that project only and withdrawals have been in proportion to the percentage of the completion of the project, within one month from the date of certificate issued by the chartered accountant.
- 5.5 We further undertake to produce statement of accounts along with amounts withdrawn and statements of accounts for every quarter within 15 days after the end of the quarter.
6. **Promoter's Free Account for the Project:** The "Promoters Free Account" means an account where in the residual amount after depositing 70% or more (if directed by the authority in special circumstances) of the amount realized from the allottees in RERA Account is deposited.
- 6.1 We further undertake that no lien shall be created on the master account as well as RERA account by the Promoter.



- 6.2 We further undertake that we have entered into an Understanding/Agreement with the Authorized Signatory/Manager of the bank and has authorized the bank to transfer 70% amount in RERA Account and 30% in the Free Account as and when the amount is received in the Master Account.
- 6.3 We further undertake that RERA may in special circumstances, direct the bank to transfer more than 70% amount in RERA Account which may go up to 100% in certain eventualities and there may be a situation where some additional amount has to be deposited by the Promoter.
- 6.4 In the case of on-going projects the total amount realized from the allottees of the sold inventory of the total amount shall be deposited in the RERA Account minus the expenditure after adjustment of expenditure paid and incurred on land.
- 6.5 We further undertake that in case the expenditure paid and incurred is more than the deficit amount the same shall be deposited by the promoters from their own resources.
- 6.6 We further undertake that RERA shall have right and the authority to call for information not only to Master Account, RERA Account but also from the Free Account as and when affairs of the promoters are under investigation of the authority.



VERIFICATION

Verified at Gurugram, Haryana on 08th October, 2025 that the contents of Para No. 1 to Para No. 6 of the above affidavit are conceded and agreed in respect of provisions where obligations of the banks have been created.



ATTESTED

MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Gurugram (Harvana) India

09 OCT 2025