

हरियाणी HARYANA

51AA 141895

## FORM REP-II [See rule 3(3)] Declaration supported by an Affidavit

Affidavit cum Declaration of Ms. Divya Singla, Authorized Signatory of (1) Martial Buildcon Private Limited (MBPL) (CIN# U45400HR2007PTC085779) having its registered office at F-022, LG, Sushant Arcade, Sushant Lok - 1, Gurugram — 122002, Haryana; (2) M3M India Private Limited, (MIPL) (CIN # U80903HR2007PTC044491) having its registered office at Unit No. SB/C/5L/Office /008, M3M Urbana, Sector -67, Gurugram Manesar Urban Complex Gurugram-122102; (duly authorized by the Promoters of the "M3M Urbana Premium Part-2" an integral Part/phase/ block/ constituent/ segment of the Commercial Colony "M3M Urbana Premium" situated in Sector 67, Gurugram, Haryana, India vide Board Resolutions dated 05.04.2021 & 24.05.2021 respectively, certified true copy whereof is enclosed herewith as 'Annexure-1' & 'Annexure-2'

India Private Limited ('Promoter-2')Promoters of "M3M Urbana Premium Part-2" ("Project") an integral part/phase/ block/ constituent/ segment of the Commercial Colony "M3M Urbana Premium" to be developed on land admeasuring 2.9125 Acres (1.179 Hectares) "Project Land") under Licence No. 89 of 2010 dated 27.10.2010, situated in the



## MARTIAL BUILDCON PVT LTD

Revenue Estate of Village Maidawas, Sector-67, Gurugram-Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India, do hereby solemnly declare, undertake and state as under:

- 1. That we, MBPL & MIPL have a legal title to the Project Land on which the development of the Project is being carried out.
- 2. That the said land is free from all encumbrances
- 3. That the time period within which the Project shall be completed by the Promoter is 28.02.2024
- 4. That seventy per cent of the amounts realized by Promoters (as per the agreed arrangement amongst them) for the real estate Project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
- 5. That the amounts from the separate account, to cover the cost of the Project, shall be withdrawn by the Promoters (as per the agreed arrangement amongst them) in proportion to the percentage of completion of the Project.
- 6. That the amounts from the separate account shall be withdrawn by the Promoters (as per the agreed arrangement amongst them) after it is certified by an Engineer, an Architect and a Chartered Accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project.
- 7. That the Promoters shall get the 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 the Project and the withdrawal has been in compliance with the proportion to the percentage of completion of the Project.
- 8. That the Promoters shall take all the pending approvals on time, from the Competent Authorities.
- 9. That the Promoters have furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.



10. That the Promoters shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on the grounds of sex, cast, creed, religion etc.

**Martial Buildcon Private Limited** 

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**Authorized Signatory** 

(Deponent)

## **Verification**

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me on this 19<sup>th</sup> day of June 2021 at Gurugram.

**Martial Buildcon Private Limited** 

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**Authorized Signatory** 

(Deponent)

JOGINDER SINGM ADVOCATE & NOTARY GURUGRAM DISTT. (HR.)

Joginder Singh Gurugram Reg. No. 16763

Reg. No. 16763 Exp. Dt. 31-01-2025 1 9 JUN 2027