

Bond

**Indian-Non Judicial Stamp  
Haryana Government**

Date : 14/02/2022

Certificate No. G0N2022B2663



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 87193585



Penalty : ₹ 0

(Rs. Zero Only)

**Deponent**

Name : Brahma Rera Submission

H.No/Floor : Na

Sector/Ward : 32

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 96\*\*\*\*\*37



Purpose : AFFIDAVIT to be submitted at Others

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

**FORM 'REP-II'**

[See rule 3(3)]

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH  
SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON  
AUTHORIZED BY THE PROMOTER**

**Affidavit cum Declaration**

Affidavit cum Declaration of Mr. Atul Jain duly authorized by the promoter M/s Brahma City Pvt Ltd (Promoter of the proposed project), vide its/his/their authorization dated September 1<sup>st</sup> 2020;

I, Atul Jain duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That promoter have a legal title to the land on which the development of the project is proposed and



A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

Explanation – where the promoter is not the owner of the land on which development of project is proposed details of the consent of the owner(s) of the land along with copy of the registered (wherever applicable) collaboration agreement, development agreement, joint development agreement or any other agreement as the case may be entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which project is proposed to be developed.

2. That following are the details of encumbrances including details of any rights title interest dues litigation and name of any party in or over such land-

(a)	Name of Party in whose favor encumbrance is created	IndusInd Bank Ltd
(b)	Details of assets mortgaged	<p>a. First charge by way of mortgage on the Project(Project includes 47 acres land of Extension Road Gurugram).</p> <p>b. First charge by way of hypothecation on the other fixed assets and current assets of the Project.</p> <p>c. Escrow of Project receivables.</p> <p>d. DSRA for 3 months interest.</p>
(c)	Amount of loan borrowed	1,05,44,56,832/-
(d)	Interest rate	10.40% and 9.25% PP



ATTESTED 12 OCT 2022  
 RAM NIWAS MALIK, ADVOCATE  
 NOTARY, GURUGRAM (HR.) INDIA

(e)	Period of loan	5 year + 5 year
(f)	Date of filing prescribed form with registrar of companies for creation of charge	31/05/2018

3. That the time period within which the project shall be completed by promoter is 20.08.2025.
4. That seventy per cent of the amounts realised by promoter 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 promoter in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn by the promoter 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 promoter 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 promoter shall take all the pending approvals on time, from the competent authorities.
9. That the promoter [have/has] furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.
10. That the promoter 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, caste, creed, religion etc.

  
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 at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_.

  
Deponent



**ATTESTED**  
RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA

12 OCT