



हरियाणा HARYANA

53AA 921274

FORM 'REP-II'

[See rule 3(3)]

Affidavit cum Declaration

Affidavit cum Declaration of Mr. Virender Dhar duly authorized by the promoter M/s Vatika Limited having its Registered Office at Unit No. A-002, INXT City Centre, Ground Floor, Block-A, Sector-83, Vatika India Next, Gurugram – 122012 Haryana of the proposed project "Vatika India Next 2", duly authorized by the promoter of the said proposed project, vide its authorization dated 17th October 2023;

1. I, Virender Dhar duly authorized by the promoter of the proposed project, do hereby solemnly declare, undertake and state as under:

That the promoter has development rights to the land on which the development of the project is carried out and a legally valid authentication of development rights of such land along with an authenticated copy of the agreement between such owner (i) Vatika Limited, (ii) Malvina Developers Pvt. Ltd., (iii) Bioko Developers Pvt. Ltd., (iv) Salton Developers Pvt. Ltd., (v) Vaibhav Warehousing Pvt. Ltd., (vi) Feldon Developers Pvt. Ltd., (vii) Aplin Developers Pvt. Ltd., (viii) Mendell Developers Pvt. Ltd., (ix) Ignacio Developers Pvt. Ltd., (x) Aster Promoters and

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Developers Pvt. Ltd., (xi) Timor Developers Pvt. Ltd., (xii) Blossom Properties Pvt. Ltd., (xiii) Smt. Bimla Devi, (xiv) Haben Developers Pvt. Ltd., (xv) Sahar Land and Housing Pvt. Ltd., (xvi) Haldis Developers Pvt. Ltd., (xvii) Acklin Developers Pvt. Ltd., (xviii) Crazy Properties Pvt. Ltd. and (xix) Vatika INXT 2 Pvt. Ltd. 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 a 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 details of encumbrances with Bank Indiabulls Housing Finance Limited and Indiabulls Commercial Credit Limited including details of any rights, title, interest, dues, litigation and name of any party in or over such land, are as given below;-

SL. No.	Mortgaged to	Land (in Acres)	Amount (Rs. in Lacs)
1.	Indiabulls Housing Finance Limited Indiabulls Commercial Credit Limited	121.0125 Acres along with all receivable	7419.25

3. That the time period within which the project shall be completed by the promoter is 30-June-2030.
4. That seventy per cent of the amounts realized by the 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

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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 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, cast, 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 Gurugram on this 20th day of December, 2023.


Deponent

ATTESTED AS IDENTIFIED
SUMAN
ADVOCATE & NOTARY
DIST. COURT, GURGAON



21 DEC 2023