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RUPEES

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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. Virender Verma S/o Sh. Om Parkash Verma R/o Flat no. 02, Palms Apartments, Plot no. 13B, Sector-06, Dwarka, New Delhi-110075, Director of promoter of the proposed project/duly authorized by the promoter of the proposed project, vide its/his/their-authorization dated 14/03/2019;

I, Virender Verma [promoter of the proposed project/duly authorized by the promoter of the proposed project] do hereby solemnly declare, undertake and state as under:

1. That [H/promoter] [have/has] a legal title to the land on which the development of the project is proposed

Or

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OR ANY PERSON ANTHONY, WHICH SHALL RESIGNED BY THE PROMOTER

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Point And Declaration of M. Miconder Verma S/orsh. On Parkeen Jerma 4/o Plat 26, 02, Point Anurthenty Pic 11, 38, Sector 31, Diverka, Ivew Belhi, 11907, 18 ector of promater of the gropoved toolect/order authorized by the promater of the proposed project vide

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_____ [have/ has] a legal title to the land on which the development of the proposed project is to be carried out

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 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 the said land is free from all encumbrances.

Or

That detail of encumbrances

project loan of Rs. 30 crores has taken on 29/12/2018 by developer from M/s DMI FINANCE PRIVATE LIMITED having its registered office at Express Building, 3rd Floor9-10, Bahadur Shah Zafar Marg New Delhi 110002 by creating equitable mortgage of land admeasuring around 5.025 acres situated at village Bajhera, Sector 112, Tehsil & District Gurugram, Haryana by Hypothecation of all the present & future receivables from the Project and Equitable mortgage on all rights, title & interest over the project & under development agreement & collaboration agreements and further agreements and POA and no rights, title, interest, dues, litigation and in the name of any party in or over such land is pending.

- That the time period within which the project shall be completed by [me/promoter] is 31th March 2024.
- 4. That seventy per cent of the amounts realised by [me/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 [me/the promoter] in proportion to the percentage of completion of the project.
- 6. That the amounts from the separate account shall be withdrawn [me/ 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 [I/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 utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
- 8. That [H the promoter] shall take all the pending approvals on time, from the competent authorities.
- 9. That [H 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, cast, creed, religion etc.

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 11TH on this April day of 2019.



STED AM, HR. (INDIA)