

Affidavit



# Indian-Non Judicial Stamp Haryana Government



Date : 03/06/2023

Certificate No. G0C2023F2290



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 103491136



Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : A and d Estates Pvt Ltd

H.No/Floor : 77

Sector/Ward : 44

Landmark : Ramada hotel

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 85\*\*\*\*\*14



Purpose : AFFIDAVIT to be submitted at Concerned office

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

## Affidavit

1. We are the promoter(s) of the project as per details given below:

S.No	Information sought/items	Details
i	Name of the Project	SS CENDANA AND SS KIAVASA
ii	Location of the Project	Sector -83, Gurugram
iii	Area of the Project under registration	12.611 Acres
iv	Nature of the Project	Group Housing Colony
v	Project Cost	Rs. 1,04,313 Lakhs
vi	Number of Units	1572
vii	License number and date of validity of license	195 of 2008 valid upto 21.11.2025 15 of 2023 valid upto 29.01.2028
vii i	Date of completion of the project as per registration application	31.03.2029

2. Keeping in view the provisions of section 4(2)(I)(D) of the Real Estate (Regulation & Development) Act, 2016, a separate accounts 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 cost of construction and land cost 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 are opening the following three accounts:

S. No.	Type of Bank account	Name and Branch of the Bank
1	Master Account of the project (Bank Account No. 9047209742)	Kotak Mahindra Bank Ltd 5 C II, Mittal Court, 224, Nariman Point, Mumbai- 400021
2	Separate RERA Account of the project (Bank Account No. 9047209773)	Kotak Mahindra Bank Ltd 5 C II, Mittal Court, 224, Nariman





		Point, Mumbai- 400021
3	Free Account of the Promoter of the Project (Bank Accounts 9047209759)	Kotak Mahindra Bank Ltd 5 C II, Mittal Court, 224, Nariman Point, Mumbai- 400021

- I. **Master Account:** In this account only the amount realized from the allottees of the real estate project from time to time shall be deposited. We further undertake that there shall be no lien on this account No. 9047209742 opened in bank branch "Kotak Mahindra Bank Ltd. 5 C II, Mittal Court, 224, Nariman Point, Mumbai- 400021
- II. **Separate RERA Account:** As per provisions of RERA, a separate 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)(l)(d) of the Act ibid to cover the costs of the construction and land costs of the project and shall be used only for that purpose. This shall be a no lien account.

We further undertake that the amounts from the separate accounts shall be withdrawn by us after it is certified by an engineer, architect and chartered accountant in practice that withdrawn is in proportionate to the completion of the project.

We further undertake that for the purpose of withdrawing the amounts from this separate account, the regulation/directions of the Haryana Real 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 accountant shall be engaged by us out of the panel if prepared by the authority and shall be paid at the specified rate.

We further undertake that statement of accounts duly certified and signed by the chartered accountant shall submitted to the authority with a verification that the amounts collected for a particular project have been utilized for that project only and withdraw 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.

We further undertake to produce statement of accounts along with amounts withdrawn and statement of accounts for every quarter within 15 days after the end of the quarter.

- III. **Promoter's Free Account for the Project:** The promoter 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,

We further undertake that no lien shall be created on the master account as well as RERA account by the promoter.

We further undertake that we have entered into an understanding /agreement with the authorized signatory/manager of the Bank and authorized the bank to transfer 70% amount in the RERA Account and 30% in the Free account as and when the amount is received in the Master Account.

We further undertake that RERA may in special circumstances, direct the bank to transfer more than 70% amount in the RERA account which may go upto 100% in certain eventualities and there may be a situation where some additional amount has to be deposited by the promoter.

In case of on-going projects total amount realized from the allottees of the sold inventory 70% of the total amount shall be deposited in the RERA account minus the expenditure after adjustment of expenditure paid and incurred on land and construction work.

We further undertake that in case of the expenditure paid and incurred is more than the deficit amount the same shall be deposited by the promoter from their own resources,





We further undertake that RERA shall have right and the authority to call for information not only of Master Account, RERA account but also from the Free Account as and when affairs of the promoter are under investigation of the Authority.

  
Deponent

**Verification**

This affidavit is further conceded and agreed to so long in respect of provisions where obligations of the bank have been created.

Verified by me at Gurugram on this \_\_\_\_ day of June, 2023.

  
Deponent



**ATTESTED**

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

**27 JUN 2023**