

[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. Menoj Talwar, duly authorized by Umang Realtech Private Limited (herein after referred as "**Promoter**") authorized vide its board resolution dated <u>June 03, 2017</u>;

I, Manoj Talwar, S/o Mr. Sikander Lal Talwar, aged about 46 years, Director, Umang Realtech Private Limited, available at B- 72, 7th Floor, Himalaya House, 23 Kasturba Gandhi Marg, New Delhi- 110001 do hereby solemnly declare, undertake and state as under:

1. That the Promoter has legal development rights to the plot of land admeasuring approx. 29,711.973 Sq. Mts. (or approx 7.342 Acres) located at Sector- 78, Village Naurangpur, Tehsil & District Gurugram, Haryana ("Said Land") on which the development of a Group housing complex by the name and style of "Monsson Breeze Phase !!" ("**Project**") is being carried out by the Promoter.

2. That details of encumbrances including details of any rights, title, interest, dues, litigation and name of any party in or over such land. 3

S. No.	Name o⁄ the Lender	Address	Amount Secured (in Rs.)	Detail of Encumbrance	Document through which interest
1.	Axis Bank Ltd.			Hypothecation by way of exclusive First Charge by Way of Company's Share of Entire Project Assets Including Inventory and Receivables Related to Phase II of Monsoon Breeze Project, Sector- 78 Gurgaon.	created Composite Hypothecation Deed

3. That the time period within which the project shall be completed by the Promoter is 31st December.



## MANOJ TALWAR S/O SIKANDER LAL TALWAR

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- 4. That seventy per cent (70%) of the amounts realised by the Promoter for the Project from the Allottees, from time to time, shall be deposited in a separate account no. <u>916020022414825</u> maintained in <u>Axis</u> <u>Bank Ltd.</u> to cover the cost of construction and the land cost and shall be used only for that purpose.
  - 5. That the amounts from the said separate account, to cover the cost of the Project, shall be withdrawn by the Promoter in proportion to the percentage of completion of the Project.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 That the amounts from the separate account shall be withdrawn the Promoter after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage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 utilised 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/ unit in the Project 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 \_\_\_\_\_\_ on this \_\_\_\_ day of July, 2017.

Deponent



MAHENDER S. PUNIA ADVOCATE & NOTARY DISTT. GURGAON (Haryana) India

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