

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. Abhishek Gupta Authorised Signatory of M/s Peerage Buildwell Private Limited having its registered office situated at 801, Ring Road Mall, Plot No. 21, Mangalam Place, Sector-3, Rohini, Delhi-110085 and corporate office situated at 204, 2nd Floor, Time Tower, MG Road, Gurugram, Haryana-122001 promoter of the proposed project **"VISTA AVENUE"** duly authorized by the Board of Directors of the promoter i.e M/s Peerage Buildwell Private Limited of the proposed project, vide its/his/their authorization/Board Resolution dated **14.09.2021**;

I, Abhishek Gupta Authorised Signatory of M/s Peerage Buildwell Private Limited [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 M/s Smart Arena Hometown LLP ("The Owner") is the owner of land and have a legal title to the land on which the development of the proposed project is to be carried out. M/s Smart Arena Hometown LLP is the absolute and lawful owner of the land admeasuring 33 Kanal 10 Marla i.e. 4.1875 Acres (16946.211 Sq. Mtrs. Approx.) comprises in Rectangle No. 10, Field No. 12/1/2 (4-5),12/2/2 (3-14), 13/1/1 (3-6), 19/1/1 (1-13) and Rectangle No. 70 Field No. 3/2/2 (1-05), 4/2 (7-02), 5 min (8-03), 6(4-02) all situated within the revenue estate of the Village- Badha and Hayatpur, Tehsil- Manesar & Harsaru, District- Gurugram, Haryana (Hereinafter referred to as 'Said Land'). A legally valid authentication of title of such land along with an authenticated copy of the collaboration agreement and copy of Addendum to Collaboration Agreement executed between such owner and promoter for development of the real estate project is enclosed herewith. M/s Peerage Buildwell Private Limited (The Promoter) in collaboration with M/s Smart Arena Hometown LLP executed a



For Peerage Buildwell Pvt Ltd

collaboration agreement for developing and constructing a Commercial Building on the said plot of land vide Reg. No.4181 Dated 13.09.2021 duly registered in the office of Sub-Registrar Harsaru vide Book No. 1, Jild No. 35 on Page No. 57.25 and a copy affixed on Addl. Book No. 1, Jild No. 800, on Pages 41-42 ("**Collaboration Agreement**") and the Addendum to Collaboration Agreement dated 13.08.2024, executed between the developer and landowner, registered as Document No. 6581, duly registered in the office of Sub-Registrar Harsaru in Book No. 1, Jild No.84 on Page No.175.25 and a copy affixed on Addl. Book No.1, Jild No. 1881, on Pages 15-17 ("Addendum to Collaboration Agreement")

- 2. The Director General, Town and Country Planning, Haryana ("DTCP Haryana") has granted the approval/ sanction to develop the Project on land admeasuring 31 Kanal 14 Marla Salam comprises in Rectangle No. 10, Field No. 12/1/2 (4-5),12/2/2 (3-14), 13/1/1 (3-6), 19/1/1 (1-13) and Rectangle No. 70 Field No. 3/2/2 (1-5), 4/2 (7-2), 5 min (6-7), 6(4-2) all situated within the revenue estate of village Badha & Hayatpur, Tehsil Manesar & Harsaru, District Gurugram Haryana i.e 3.9625 Acres (16035.66 Sq. Mtrs. Approx.), forming part of the Larger Land vide approval dated 18-04-2022 bearing License No. 47 of 2022 vide Endst No. LC-4611/Asstt.(MS)/2022/10772 dated 20-04-2022; and subsequently DTCP Haryana had proceeded to sanction the building plans for the development of a commercial colony over the Said Land vide Memo No. ZP-1805/PA(DK)/2023/31351 dated 20/09/2023.
- 3. That the said land is free from all encumbrances.
- 4. That the Promoter will receive occupancy certificate on or before 30.06.2030 & offer the possession on or before 30.08.2030 and receive completion certificate on or before 30.09.2030.
- 5. That seventy percent of the amounts realized 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.
- 6. 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.
- 7. 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.
- 8. 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
- 9. That [I/the promoter] shall take all the pending approvals on time, from the competent authorities.
- 10. That [I/the promoter] [have/has] furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.
- 11. That [I/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.

For Peerade Buildwell Pvt Ltd rised Slandto

Verification

The contents of concealed by me	my above Affidavit cum Declaration are true a therefrom.	and correct and noth	ning material has been For Peerage Buildwell Pvt Lto
Verified by me a	t Gurugram on this day of	res 2004	Aprili
2 1 SEP		ender S. Punia Gurugram D. No. 3999	Deponentiorised Signator

OF INV