

हरियाणा HARYANA

R 690091

Affidavit cum Declaration

I, Vikas Bajaj, S/o. Shri P. L. Bajaj, R/o. A-10-C, First Floor, Mansarover Garden, New Delhi-110015, duly authorized vide board resolution dated 20th June, 2017 by the M/s Shine Buildcon Pvt. Ltd.

Further that M/s Shine Buildcon Pvt. Ltd.herein referred as "Promoter" of the 70 Grandwalk, at sector-70, Badshahpur, Gurugram herein referred as "Project", do hereby solemnly declare, undertake and state as under:

- 1. That promoter has a legal title to the land on which the development of the project is proposed and a legally valid authentication of title deed for development of the real estate project is already enclosed as **Annexure No.3**.
- 2. That details of encumbrances are already enclosed herewith as **Annexure No. 10** & **11** including details of any rights, title, interest, dues, litigation and name of any party in or over such land. The encumberance is w.r.t. temporary charge in favour of Kotak Mahindra Bank for raising project loan, otherwise there is no-encumbrance w.r.t. land title etc.
- 3. That the time period within which the Project shall be completed by the Promoter subject to force majeure is as follows;



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SI. No.	Particulars	Time Period of Occupation Permission and Subsequently Completion
1.	Retail Component -Ground Floor -First Floor -Second Floor	31 st March 2020 (Occupation permission)
2.	Multiplex & Food Court Located on 3 rd & 4 th Floor	31 st March 2021 (Occupation permission)
3.	Service Apartment/Offices located on from 6 th Floor till 11 th Floor	31 st March 2022 (Occupation permission)
4.	Licence completion	3 0 st June 2022

- 4. That seventy per cent of the amounts realised by Promoter for the real estate project from the Allottees, from time to time, shall be accounted for to cover the cost of construction and the land cost and shall be used only for that purpose. Such amount shall be deposited in a separate account to be maintained in a scheduled bank in case the project expenses are less than the amount collected, then 70% o non-utilised shall be deposited in scheduled bank and will be used for meeting project expenses only.
- 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by the promoter in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn the promoter after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage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.

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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.

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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 04th day of July, 2017.

Deponent





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