



सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL78093903356231R
Certificate Issued Date	: 23-Apr-2019 03:53 PM
Account Reference	: IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82800361302866492977R
Purchased by	: GULSHAN HOMZ PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GULSHAN HOMZ PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: GULSHAN HOMZ PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

This stamp paper forms an integral part of Affidavit dated 15-10-2019.



*Parakhya*

15 OCT 2019

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.stampstamp.com](http://www.stampstamp.com). Any discrepancy in the details on this Certificate and as stated on the website renders it invalid.
2. In case of breaking the tamperproof is on the users of the certificate.
3. In case of any such tamperproof please inform the Competent Authority.

**FORM 'B'**  
**[See rule 3(4)]**

**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. Prabhleen Singh Saggu ~~promoter of the proposed project~~ / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 25.09.2019.

I, ~~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 I / promoter have / has a legal title to the land on which the development of the project is Proposed.

OR

\_\_\_\_\_ have/has a legal title to the land on which the development of the proposed project is to be carried out. - NOT APPLICABLE

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.- NOT APPLICABLE

2. That the said land is free from all encumbrances. – NOT Applicable

OR

That details of encumbrances including details of any rights, title, interest or name of any party in or over such land, along with details is given in Annexure- A attached

3. That the time period within which the project shall be completed by me/promoter is 60 MONTHS
4. That seventy per cent 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.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn 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.



*Prabhleen*  
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7. That I / 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.
8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

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 15<sup>th</sup> October, 2019.

DEPONENT



ATTENTION  
R.K. GUPTA  
Notary Public  
Govt. of India

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(Forming Part of Affidavit dated 15.10.19)

**DETAILS OF ENCUMBRANCES**

A mortgage/ charge has been created in favour of Debenture Trustee namely M/s. VISTRA ITCL (INDIA) LIMITED, having Registered Office at IL&FS Financial Center Plot No. C - 22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra on the entire Project land situated at plot no. GH03D, Sector-144, Noida, Uttar Pradesh ; Construction (present and future) thereon for securing the total issue of Non convertible Debentures ("NCD") to the extent of Rs. 150 crore (Rupees one hundred fifty crore) in various tranches for part financing the development / construction cost of the said project.

Date : 15-10-2019

For Gulshan Homz Pvt. Ltd.



(Authorised Signatory)

Name :

For Gulshan Homz Pvt. Ltd.

Authorised Signatory



ATTESTATION  
R. K. GUPTA  
Notary Public  
Govt. of India

15 OCT 2019