



उत्तर प्रदेश UTTAR PRADESH

EG 614120

### AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Mr. Kushagr Ansal S/o Shri Deepak Ansal, R/o 82, Jor Bagh, New Delhi – 110003, Whole time Director and CEO of M/s Ansal Housing & Construction Ltd. Promoter of the ongoing project “**Ansal EWS Lucknow**” duly authorized by the promoter of the proposed project, vide its authorization dated 29.05.2017;

I, Kushagr Ansal authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. The Ansal Housing Finance & leasing Co Ltd now Known as M/s Ansal Housing & Construction Ltd is the lawful licensee of 113.13 Hectares of land situated in Sector M and N, Kanpur Road Scheme, Luknow, Uttar Pradesh vide allotment letter bearing no. 107/CA/PB-16, dated 06.12.1986. That the LDA further executed an agreement dated 07.05.1988 wherein M/s Ansal Housing & Construction Ltd is under obligation to construct EWS houses in terms of the said agreement on allotted land.
2. There were two writ petitions bearing no. 9580/09 and 9582/09 pending before the high court of U.P. (Lucknow bench) wherein the dispute regarding the development, sale and construction of said EWS houses arose with the LDA and now the dispute has been amicably settled and writ petition has been withdrawn. Now pursuant to the settlement LDA has allowed Ansal housing and construction ltd. to advertise and sell 120 EWS houses constructed on the site as per sanction plan with certain terms and conditions as envisaged in the approval letter bearing no. 613/bulk sale/2018 dated 1/09/18.

*Kushagr Ansal*

3. As per agreement the M/s Ansal Housing & Construction Ltd is under obligation to construct EWS houses on a part of the total residential/commercial projects to be developed on the said land. The project “ **Ansal EWS Lucknow** ” is being developed by M/s Ansal Housing & Construction Ltd.
4. That the time period within which the project shall be completed by the promoter is 31/10/2022.
5. That seventy per cent of the amounts realized by me 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by the promoter in proportion to the percentage of completion of the project.
7. That the amounts from the separate account shall be withdrawn by 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 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.
9. That the promoter shall take all the pending approvals on time, from the competent authorities.
10. That the promoter have furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder and shall furnish any other further documents as and when directed by the authority.

*Kushagra Ansal*

11. 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.

*Kushagra Ansal*  
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 Ghaziabad on this 09 day of October 2018

*Kushagra Ansal*  
Deponent