

उत्तर प्रदेश UTTAR PRADESH

77AD 385319

FORM B

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

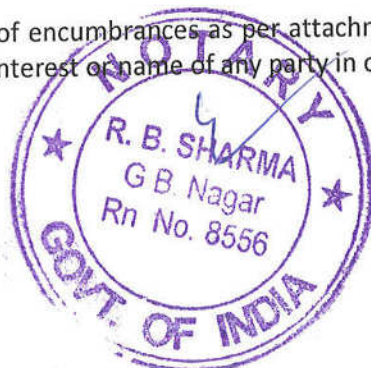
I, Mr. Prasoon Chauhan, Director of Homekraft Infra Private Limited ("Promoter") of the proposed project "Nobility" do hereby solemnly declare, undertake and state as under:

1. **VTECH BUILDCON PRIVATE LIMITED** has a legal title to the land on which the development of the proposed project is to be carried out is enclosed herewith

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between **VTECH BUILDCON PRIVATE LIMITED** ("Land Owner") and HomeKraft Infra Private Limited ("Promoter") for development of the real estate project is enclosed herewith.

2. That details of encumbrances as per attachment including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details.



For HOMEKRAFT INFRA PVT. LTD.

Prasoon Chauhan
Director

- 3 That the time period within which the project shall be completed by the promoter is 84 months from the project start date.
- 4 That seventy per cent of the amounts realised by the 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- 5 That the amounts from the separate account to cover the cost of the Project, shall be withdrawn in proportion to the percentage of completion of the project.
- 6 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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.
- 7 That the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing 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 rules and regulations made under the Act.
- 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.

For HOMEKRAFT INFRA PVT. LTD.

[Signature]
Deponent

Verification

Director

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Noida on this 8th day of May 2019 .

For HOMEKRAFT INFRA PVT. LTD.

[Signature]
Deponent

Director



ATTESTED
[Signature]
RAMBIR SHARMA
Advocate (Notary)
Gautam Buda Nagar

9 MAY 2019

HOMEKRAFT INFRA PRIVATE LIMITED

(Formerly known as M/s Home Craft Infrabuild Private Limited)

Regd. Off.: 711/92, Deepali, Nehru Place, New Delhi - 110019

CIN: U70200DL2017PTC314287; Ph.0120-7111500;

Email: compliances@atsgreens.com;

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF HOMEKRAFT INFRA PRIVATE LIMITED ("COMPANY") AT THEIR MEETING HELD ON APRIL 1, 2019 AT 11 AM, AT THE REGISTERED OFFICE OF THE COMPANY AT 711/92, DEEPALI, NEHRU PLACE, NEW DELHI - 110019

RESOLUTION FOR AUTHORIZATION GIVEN FOR THE REGISTRATION UNDER RERA AUTHORITIES:

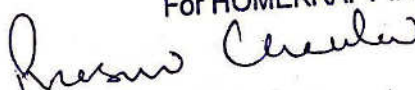
"RESOLVED THAT anyone of the Director of the Company be and hereby severally authorized, to act as the authorized representative of the Company ("Authorized Representative") for the purpose of filing or replies or responses to the relevant authorities under the Real Estate (Regulation and Development) Act 2016("RERA"), as may be in the interest of the Company.

"RESOLVED FURTHER THAT anyone of the Director of the Company, while so acting in his capacity as the Authorized Representative of the Company be and hereby authorized in this respect to, file any application, declaration, undertaking, affidavits, statement, replies, counter replies, tender evidences both oral and documentary and further to appoint any advocate or advisors for the aforesaid purpose and in general to do all acts and things as may be necessary or Incidental thereto.

"RESOLVED FURTHER THAT any director be and is hereby authorised to do all such acts, deeds and things which may be deemed necessary and expedient to give effect to the above resolution."

Certified True Copy
For Homekraft Infra Private Limited

For HOMEKRAFT INFRA PVT. LTD.


PRASOON CHAUHAN

Director

Director

DIN: 07847732

Address- House No. 41, WD-18, Pahari Darwaja,
PS Bijnor, Dhampur, Dhampur 246761 UP IN



उत्तर प्रदेश UTTAR PRADESH

77AD 442753

DECLARATION CUM UNDERTAKING

Affidavit cum declaration of Mr. Dhanesh Kumar Singh, authorized signatory of Vtech Buildcon Private Limited ('company') being the lessee of the land admeasuring 20,000 sq. mtrs bearing Plot No. 01/GH-04, Sector-4, Greater Noida(W) Utter Pradesh.

I, Mr. Dhanesh Kumar Singh, son of Late Ram Rasik Singh, Resident of E-42, Greenwood City, Sector-46, Gurgaon - 122003, authorized by the company vide its Board Resolution dated 24th May, 2019 to execute the present declaration cum affidavit do hereby solemnly declare, undertake and state as under:

1. That the company is lessee of the Plot land admeasuring 20,000 sq. mtrs bearing Plot No. 01/GH-04, Sector-4, Greater Noida(W) Utter Pradesh ('Plot').
2. That the Company has a legal title of the land on which the Development is proposed to be carried out in terms of Development Agreement dated 27th April, 2018 by Homekraft Infra Private Limited (hereinafter referred to as 'Developer') assigning exclusive development and selling rights of the project to be developed on the said land.
3. That there is no litigation on the said land and details of right, title and interest are mentioned in the aforesaid Development Agreement. That details of encumbrances are attached.



VTECH BUILDCON PVT. LTD.

[Signature]
Authorized Signatory

4. That, as informed by the Developer, the time period which the project shall be completed by the Developer is 84 months from the project start date.
5. That without prejudice to rights of the company in the aforesaid Development Agreement, seventy percent of the amount realized by the Developer 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 amount from the separate account to cover the cost of the Project, shall be withdrawn in proportion to the percentage of the project by the Developer.
7. That the amount from the separate account shall be withdrawn by the Developer after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is a proportion to the percentage of the project.
8. That the Developer shall get the accounts audited within six months after the end of every financial year by a practicing chartered accountant, and it shall be verified during the audit that the amount collected for a particular project have been utilized for the project and the withdrawal by the Developer has been in compliance with the proportion to the percentage of completion of the project.
9. That the Developer shall take all the pending approvals in the name of the company on time, from the competent authorities.
10. That the company is furnishing such other document as prescribed under rule regulation made under the Act.
11. That the Developer shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

VTECH BUILDCON PVT. LTD.

[Signature]

Authorized Signatory

Verification

The contents of above affidavit cum declaration are true and correct and nothing material has been concealed by me therefrom

VTECH BUILDCON PVT. LTD.

Verified by me on this date: 4-06-2019

[Signature]

Deponent



ATTESTED
[Signature]
RAMBIR SHARMA
Advocate (Notary)
Gautam Nagar, Delhi

4 JUN 2019



VTECH BUILDCON PVT. LTD.

[REAL ESTATE DEVELOPER]

CORRESPONDENCE ADDRESS: 5th Floor, Plot: 107, Sector-44, Gurgaon-122002 | CONTACT No.: 0124-4008036

ADDRESS: Plot No.: 01/GH-04, Sector-04, Greater Noida, Gautam Buddh Nagar, U.P.
Contact No.: +91-8409096730 Email: noida@vasundharahomes.com

CIN: U70102DL2013PTC257560

BOARD RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S VTECH BUILDCON PRIVATE LIMITED IN ITS BOARD MEETING HELD AT 11:30 A.M. ON 24TH DAY OF MAY 2019 AT ITS GURGAON OFFICE – FIFTH FLOOR, PLOT NO. 107, SECTOR – 44, GURGAON – 122002.

“RESOLVED THAT consent of the Board be and is hereby accorded to authorize Mr. Dhanesh Kumar Singh, the Director of the Company for registration of the Company under The Real Estate (Regulation and Development) Act, 2016 and to file and submit necessary affidavit and other documents regarding and registration of the Project “Nobility” being developed on Plot No. 01/GH-04, Sector-4, Greater Noida, G.B.Nagar by M/s Homekraft Infra Private Limited under the Development Agreement dated 27.04.2018.

RESOLVED FURTHER THAT Mr. Dhanesh Kumar Singh, Director of the Company be and is hereby authorized to do all such acts, deeds and things as may be deemed necessary and incidental to give effect to this resolution.”

Certified True Copy
For VTech Buildcon Pvt. Ltd.


Director
Nalini Singh
DIN: 00594754

Address: House No.: 110, Vista Villa, Opp. Cyber Park,
Sector-46, Gurgaon-122003

Regd. Office : B – 42, Jeevan Niketan, Paschim Vihar, New Delhi – 110 087

ENCUMBRANCE REPORT

To,

Homekraft Infra Private Limited
711/92, Deepali, Nehru Place,
New Delhi-110019.

Subject - Encumbrance Report to identify any mortgage or charge in relation to Plot No. 01/GH-04 admeasuring 20,000 Square Meters situated in Sector 4, Greater Noida, Uttar Pradesh ("**Subject Plot**").

Sir,

We have been given the following background of the Subject Plot -

- (i) The Subject Plot i.e. land bearing plot no. 01/GH-04 was leased in favour of Aims Golf Town Developers Private Limited ("**AGTDPL**") by Greater Noida Industrial Development Authority ("**GNIDA**") under the Lease Deed dated 9th December, 2010 which is registered as Book No. 1, Volume No. 7662, Page 1 to 616, Document No. 24525 on 9th December, 2010 with the office of Sub-Registrar-II, GNIDA ("**Lease Deed**").
- (ii) Thereafter, the Subject Plot was subleased by AGTDPL in favour of VTECH Buildcon Private Limited ("**VBPL**") vide Sub-Lease Deed dated 31st January, 2014 which is registered as Book No. 1, Volume No. 15001, Page No. 317 to 344 as Document No. 3415 on 31st January, 2014 with the office of Sub-Registrar-II, GNIDA ("**Sub-Lease Deed**").
- (iii) VBPL granted development rights on the Subject Plot to Homekraft Infra Private Limited ("**Homekraft**") by and under a Development Agreement dated **27th April, 2018**, which is registered bearing Bahi No. 1, Zild No. 27631, Page No. 41 to 90, Serial No. 13826, duly registered on April 27, 2018 with the office of Sub-Registrar-II, GNIDA ("**Development Agreement**").

Our observations -

- (a) We have carried out an inspection/ searches of the public records maintained at the relevant office of the Sub-Registrar, GNIDA for the period 2006 (the date on which Lease Deed was registered in favour of AGTDPL by NOIDA) till 2019 through search clerks. No document or instrument under which AGTDPL may have created a mortgage or a charge on the Subject Plot has emerged. . The public records at the office of the Sub-Registrar, GNIDA show that VBPL and Homekraft have mortgaged the Subject Plot vide Mortgage Deed dated 26th March 2019 registered with the Sub-Registrar, GNIDA bearing Bahi No. 1, Zild No. 31873, Page No. 235 to 300, Serial No. 10192, duly registered on March 26th, 2019 in favour of Piramal Trusteeship Services Pvt. Ltd. for a loan of INR 75 Crores for the Project.
- (b) We have inspected the public records available with the Registrar of Companies ("**RoC**") for AGTDPL, VBPL and Homekraft at the official portal of the Ministry of Corporate Affairs. No documents or instrument under which AGTDPL may have created any mortgage or a charge on the Subject Plot has emerged. .The public records available with RoC for VBPL and Homekraft show charge in favour of Piramal Trusteeship Services Pvt. Ltd. for an amount of INR 75 Crores.
- (c) We have also sought specific disclosures from Homekraft, and Homekraft has represented that no encumbrance/charge has been created on the Subject Plot other than above.
- (d) Under the Development Agreement, VBPL has represented to Homekraft that no encumbrance/charge had been created on the Subject Plot by VBPL.

BRIJESH KUMAR TAMBER

ADVOCATE ON RECORD, SUPREME COURT OF INDIA, CODE No.: 2254
INSOLVENCY PROFESSIONAL, IBBI No.-IBBI/IPA-002/IP-N00523/2017-2018/11593

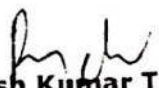
- (e) As per the Lease Deed and the Sub-Lease Deed, it is provided that GNIDA shall have the first charge on the Subject Plot towards payment of all dues of GNIDA.

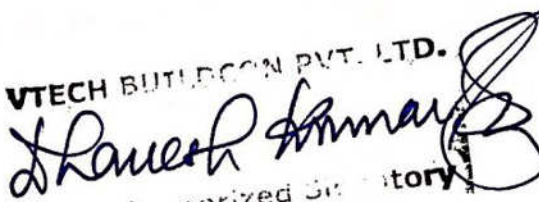
Based on the above exercises, the following is the conclusion;

1. GNIDA has the first charge on the Subject Plot towards payment of all dues of GNIDA.
2. As per public records, Homekraft and VBPL have mortgaged the Subject Plot in favour of Piramal Trusteeship Services Pvt. Ltd. for an amount of INR 75 Crores
3. No other mortgage/charge has emerged over the Subject Plot.

Inspection slip is attached herewith as **Annexure- A.**

Date: **16.05.2019**


Brijesh Kumar Tamber
Advocate

VTECH BUILDCON PVT. LTD.

Authorized Signatory

ANNEXURE- A

भाग I

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखे जाने
वाला

संलग्नक संख्या: 100/2019/1250/881

गौतम बुद्ध नगर

पक्ष का पक्षता पर प्रस्तुत करने का
दिनांक 16.05.2019

संलग्नक संख्या: 100/2019/1250/881

पक्ष का प्रकार: सजावट

2018 वर्ष से 2019 तक

संलग्नक की धनराशि 100

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुख्तार के अधिग्रहणीकरण लिए
शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

न. 100 तक का योग 100

शुल्क वसूल करने का दिनांक 16.05.2019

दिनांक जद लेख प्रतिलिपि या तलाश 16.05.2019

प्रमाण पत्र वापस करने के लिए तैयार
किया

रजिस्ट्रीकरण अधिकारी के

V/TECH BUILDCON PVT. LTD.
Shankar Kumar
Authorized Signatory