भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

NAGPUR TREASURY

महाराष्ट्र MAHARASHTRA

2023

75AA 655643

29 FEB 2024

NOTARIAL FEE

ENTRY NO. 4433

DATE 6/3/24

NOTARY
HAIDARI NAWSHAD S. ALI
Nagpur Dist.
(M.S.) India
Regn. No.
4594
My Term Expires
On. 12/09/2027
GOVT OF INDIA

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

I, **Shri. Yogesh S/o Prakash alias Chandraprakash Chugh** aged about 63 years, Occupation Business, R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-440010 acting through his constituted attorney **Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh** aged about 67 years, Occupation Medical Practitioner R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-440010.

The Co-promoter of proposed project i.e **"THE LEGACY "** is duly authorized as the co-promoter vide its authorization do hereby solemnly declare, undertake and state as under:

फक्त प्रतिज्ञापत्राकरीता

1) मुद्रांक विक्री नोंदवही अनुक्रमांक 43223
दिनांक 01-03-2024

2) मुद्रांक विक्रत घेणाऱ्याचे नाव... Yogesh Pralhadji Chugh Sole Au
रहिवासाचा पत्ता व सही.....

.....

For Author .....

3) परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण 01-03-2024

सुहास एस. बेलसरे
परवाना क्रमांक ४१/२००८
जिल्हाधिकारी कार्यालय,
सहनिबंधक, वर्ग-२ कार्यालय
परवाना क्रमांक ४१/२००८

For

01 March 24

ज्या कारणासाठी स्वाक्षरी मुद्रांक खरेदी केला त्याची स्वाक्षरी कारणासाठी मुद्रांक खरेदी केल्याशिवाय व सहिच्यात वापरणे बेकायदेशीर आहे

I, Shri. **Yogesh S/o Prakash alias Chandraprakash Chugh** aged about 63 years, Occupation Business, R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-440010 acting through his constituted attorney Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh aged about 67 years, Occupation Medical Practitioner R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-440010. being a Co-promoter of the said project had entered into Agreement of Development with M/s. June Realty a partnership Firm on which the Development of the proposed project is to be carried out do hereby state as under:

1. **THAT**, Co-Promoters has a legal title Report to the land on which the development of the proposed project is to be carried out

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.

2. **THAT,** the project land is free from all encumbrances.

3. **THAT,** the time period within which the said project shall be completed by us/promoters is 31-12-2029;

4. (a) For new projects :

THAT, seventy per cent of the amounts realized by us/promoter for the real estate project from the allotees, 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.

(b) For ongoing project on the date of commencement of the Act.

(i) **THAT,** seventy per cent of the amounts to be realized hereinafter 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.

OR

(ii) **THAT** entire of the amounts to be realized hereinafter 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, since the estimated receivable of the project is less than the estimated cost of completion of the project.

5. **THAT** the amounts from the separate account shall be withdrawn in accordance with Rule 5.

6. **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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

7. **THAT** the promoter shall take all the pending approvals on time, from the competent authorities.

8. **THAT** the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.

9. **THAT,** the promoter have / 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 allottees at the time of allotment of any apartment, plot or building, as the case may be.

SEAL OF NOTARY HAIDARI NAUSHAD S. ALI GOVT. OF INDIA Dist. NAGPUR (M.S.) INDIA REGD. No. 4594

(Dr. Sanjiv S/o Prakash alias
Chandraprakash Chugh)
Constituted attorney for
(Yogesh S/ȯ Prakash alias
Chandraprakash Chugh)
Co-Promoter/Land Owner

VERIFICATION

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by us therefrom.

Verified by me at Nagpur on this 6th day of March 2024.

NOTARY HAIDARI NAUSHAD S. ALI Nagpur Dist. (M.S.) India Regd. No. 4594 GOVT. OF INDIA

(Dr. Sanjiv S/o Prakash alias
Chandraprakash Chugh)
Constituted attorney for
(Yogesh S/o Prakash alias
Chandraprakash Chugh)
Co-Promoter/Land Owner

SOLEMNLY AFFIRMED
BY T. P. @ C. Chugh
WHO IS PERSONALLY KNOWN
TO ME IDENTIFIED BY
BEFORE ME THIS THE 6th
DAY OF March AT NAGPUR
HAIDARI NAUSHAD S. ALI
NOTARY
NAGPUR (M.S.) INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL