भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

JAGDISH TRYAMBAKRAO DONGARDIVE NOTARY GOVT. OF INDIA Reg. No. 10302

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 62AA 748442

जिल्हा कोषागार कार्यालय ठाणे

21 AUG 2023

JAGDISH TRYAMBAKRAO DONGARDIVE NOTARY GOVT. OF INDIA Reg. No. 10302

FORM 'B'
[See rule 3(6)]

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

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s H. Rishabraj Realty, Constituted Attorney to Shree Aradhana Co-operative Housing Society Ltd (Owner/ Society) of the proposed project/ Duly Authorized by the promoter of the proposed project, vide its/ his/ their authorization dated

I, M/s H. Rishabraj Realty, constituted Attorney to Shree Aradhana Co-operative Housing Society Ltd (Owner/ Society) project/ duly authorised by the promoter of the proposed do hereby solemnly declare, undertake and state as under:

1. That Constituted Attorney to owner have/has a legal title Report to the land on which the development of the project is proposed

जोडपत्र ३

29 AUG 2023

मुद्रांक विक्री नोंदवही अनुक्रमांक ..... दिनांक .....

दस्ताचा प्रकार .....

दस्त नोंदणी करणार आहे का ? :- होय/नाही .....

मिळकतीचे थोडक्यात वर्णन ..... 17 Rishabraj Realty

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता .....

दुसऱ्या पक्षकाराचे नांव व पत्ता ..... Rajulandya

हस्ते असल्यास त्याचे नांव/पत्ता .....

हस्ते सही .....

परवानाधारक मुद्रांक विक्रेत्याची सही (प्रमोद आर. दुबे) .....

मुद्रांक विक्रीचे पत्ता - आदेश्वर कृपा, शांती पार्क, मीरा रोड (पूर्व), ठाणे.

परवाना क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधककारक आहे.

29 AUG 2023

0291013

5 रु. कोर्ट फी भारत INDIA पाँच रुपये FIVE RUPEES

Rs.5 20 रु. भारत INDIA बीस रुपये TWENTY RUPEES

Rs.20

JAGDISH TRYAMBAKRAO DONGARDIVE NOTARY GOVT. OF INDIA Reg. No. 18302

Or

have/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 Development Agreement between such "Shree Aradhana CHSL" and H. Rishabraj Realty for development of the real estate project is enclosed herewith.

2. That the project land is free from all encumbrances.

Or

Those details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land alongwith details.

3. That the time period within which the project shall be completed by the Constituted Attorney to the owner from the date of registration of the project is 31.07.2026.

4. (a) for new projects that seventy percent of the amounts realised by constituted Attorney to owner for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in Cosmos Bank, Borivali East Branch, Mumbai 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 realised hereafter by Constituted Attorney to Owner for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in Cosmos Bank, Borivali East Branch, Mumbai 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 realised hereinafter by Constituted Attorney to Owner for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in Cosmos Bank, Borivali East Branch, Mumbai 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 Constituted Attorney to Owner 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.

7. That constituted Attorney to the owner shall take all the pending approvals on time, from the competent authorities.

8. That constituted Attorney to the owner 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 constituted Attorney to the owner haS furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That constituted Attorney to owner shall not discriminate against any allottee at the time of allotment.

For H. Rishabraj Realty

Harish Ratanchand Jain
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 this ___ day of _____ 2023

For H. Rishabraj Realty

Harish Ratanchand Jain
Deponent

JAGDISH TRYAMBAKRAO DONGARDIVE
GOVT. OF INDIA
Reg. No. 10302
NOTARY

BEFORE ME

JAGDISH TRYAMBAKRAO DONGARDIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Ganesh Chawl Committe, Kranti Nagar,
Zopadpatti, Akurli Road, Kandivali (East).
Mumbai – 400 101

12 SEP 2023