भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2017 ◑

NAGPUR TREASURY
SC 033778
27 JUL 2017
Head Clerk / Sr. Clerk

FORM 'B'

[See rule 3(6)]

THE EXECUTIVE MEGITRATE, NAGPUR.

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.TARUN U.MOHTA AND MRS RADHIKA R SAHNI BOTH PARTNERS of the proposed project / duly authorized by the PARTNERS of the proposed project, vide its/his/their authorization dated _____;

We both partners of the proposed project / duly authorized by the PATNERS of the proposed project do hereby solemnly declare, undertake and state as under:

1. That we both partners have / has a legal title Repor t to the land on which the development of the project is proposed

   OR

   _____have/has a legal title Report to the land on which the development of the proposed project is to be carried out

Radhika Sahni

माहिती व सुविधा केंद्र , तहसिल नागपूर





TARUN U. MOHTA

Nagpur

Agreed and Sworn before me on this

29-July-17 by **TARUN U. MOHTA**

has been identified by **Advocate**

whose signature(s) is/are here with appended.

Affidavit No. **17757 of 7 / 2017**

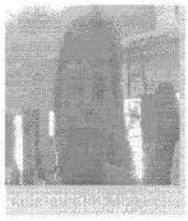
EXECUTIVE MAGISTRATE NAGPUR (U)

Executive Magistrate
Nagpur

Details Entered by \ pooja

290720177302921

माहिती व सुविधा केंद्र , तहसिल नागपूर



RADHIKA R. SAHNI
Nagpur

Agreed and Sworn before me on this

29-July-17 by **RADHIKA R. SAHNI**

has been identified by **Advocate**

whose signature(s) is/are here with appended.

Affidavit No. **17758 of 7 / 2017**

Executive Magistrate
Nagpur

Details Entered by \ pooja

290720177302921

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.

OR

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

3. That the time period within which the project shall be completed by me/promoter from the date of registration of project;

4. (a) For new projects :
That seventy per cent of the amounts realised 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.

(b) For ongoing project on the date of commencement of the Act
(i) That seventy per cent of the amounts to be realised hereinafter by both partners jointly 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 realised hereinafter by both partners jointly 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 we both partners jointly shall get the accounts audited within six months after the end ofevery 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 we both partners jointly shall take all the pending approvals on time, from the competent authorities.

8. That we both partners 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 we both partners have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That we both partners shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Radhika Sahu

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom. If the above Contents are found to be False & incorrect I shall be liable to be punished U/s 193 & 200 of I.P.C

Verified by me at 29 on this 7 day of 2019

Radhika Sahu

Deponent

Adv. Mahendra V. Ghorpade
rict Bar/High Court Bar Association
Nagpur Dist. NAGPUR

I know Deponent