भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2020

NOTARIAL REG.
ENTRY NO. 2086
DATE 26/2/2021

NAGPUR TREASURY
XP 150261
16 FEB 2021
Stamp Head Clerk / Sr. Clerk

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

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

NOTARY Suresh Sadashiv Meshram Nagpur Maharashtra India Regn. No. 10340 My Term Expires on 05-12-2024 GOVT. OF INDIA

Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. **Ruchita Construction Co. Proprietor Shri. Amol Laxmanrao Badhiye,** Aged 42 yrs. Occupation : Business, R/o. Plot No. 111, Niwara Housing Society, Mahesh Nagar, Nagpur. 440 013, promoter of the proposed project /duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 26/02/2021;

I, **Amol Laxmanrao Badhiye** promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under :

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

OR

I **Amol Laxmanrao Badhiye** have/has a legal title Report to the land on which the development of the proposed project is to be carried out

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१) मुद्रांक विक्री नोंद वही अनुक्रमांक	41537/दिनांक 25 FEB 2021
२) दस्ताचा प्रकार	करारपत्र
३) दस्त हाताळणी करणार आहेत काय?	होय/नाही
४) मिळकतीचे थोडक्यात वर्णन	
५) मुद्रांक विकत घेणाऱ्याचे नाव व सही	श्रीमती फेडरिना डिसोजा
६) हस्ते अशोकात त्याचे नाव, पत्ता व सही	एम. ए. जोशीया
७) दुसऱ्या पक्षकाराचे नाव	
८) मुद्रांक शुल्क रक्कम	100
एम. ए. जोशीया	मुद्रांक विक्रेता, ला.क्र. १२/९२ फोड क्र. ४८, १८४० जिल्हाधिकारी ऑफिस, ता. कार्यालय नागपूर (शहर

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केलेला नसल्यास व मर्यादित असल्यास बंधनकारक आहे.

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 as on 30/06/2023.

4. (a) For new projects :

That seventy percent 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 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

(i) That entire of the amounts to be realised 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.

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 That the amounts from the separate account shall be withdrawn in accordance with Rule 5

6. That I 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.

7. That I the promoter shall take all the pending approvals on time, from the competent authorities.

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

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

NOTARY Suresh Sadashiv Meshram Nagpur Maharashtra India Regn. No. 15840 My Term Expires on 05-12-2024 GOVT. OF INDIA

Deponent

Verification

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

Verified by us at Nagpur on this 26th day of Fabruary 2021.

Deponent

NOTARY Suresh Sadashiv Meshram Nagpur Maharashtra India REGN NO 15840 My Term Expires On 05/12/2024 GOVT. OF INDIA

Sworn before me on this 26th day of Feb 2021 at Nagpur ... Advocate Nagpur

NOTARY GOVT. OF INDIA Nagpur (M.S.) INDIA

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