

Sr. No. 426/2022

Varsha Pann

VARSHA N. PARIKH
NOTARY
GOVT. OF INDIA

14 SEP 2022

FORM 'B'

(See rule 3 (4))

Affidavit cum Declaration



Affidavit cum Declaration of **Mr. Nishant Upendra Shah** duly authorized by the promoter **Ratnaakar Infratech Private Limited** for Project **Aravalli By Ratnaakar**, vide C.S.No./S.No., Block No.111 (which include Erstwhile Block Numbers 111, 112, 113, 114, 115, 116, 117/C, 118p, 119, 120, 121/A, 128, 130, 131 and 132), TP-Sarkhej - Sanathal Township, FP-, Moje Sanathal - Sarkhej, District Ahmedabad, with area of Plot:60,240s.q.mtr. and authorization dated 11/12/2019.

I, **Nishant Upendra Shah** duly authorized by the promoter **Ratnaakar Infratech Private Limited** for project **Aravalli By Ratnaakar** do hereby solemnly declare, undertake and state as under that;

1. **Applewoods Estate Private Limited** has a legal title to the land on which the development by **Ratnaakar Infratech Private Limited** for Project **Aravalli By Ratnaakar** is proposed;

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. the said land is free from all encumbrances on the said land are as follows:

Sr. No.	Charge	Nature of Charge / Encumbrance	Date of Mortgage Deed	Registered Number	S.R.O.	Loan Amount
1	Vistra ITCL (India) Limited (i.e. Debenture Trustee)	First ranking pari passu charge	02/06/2020	3243	Sanand	Series A and Series B debentures issued by Ratnaakar Infratech Private Limited amounting to Rs. 115,00,00,000 (Rupees One Hundred and Fifteen Crores Only)
2	Motilal Oswal Home Finance Limited (i.e. Lender) through Vistra ITCL (India) Limited (i.e. Security Trustee)	Second Ranking Charge	14/06/2022	12978	Sanand	Finance of Rs. 25,00,00,000 (Rupees Twenty Five Crores Only)

the time period within which the project shall be completed by me/us is **30-06-2026**.

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REGENCY PLAZA, 100 FT. ROAD
VEJALPUR, AHMEDABAD - 380 015
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4. seventy per cent of the amounts realised by me/us 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. 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. 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. I/we shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such 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. I/we shall take all the pending approvals on time, from the competent authorities.
9. I/we have furnished such other documents as have been prescribed by the rules and regulations made under the Act.


Deponent

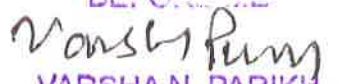
Verification

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

Verify by me at 14 SEP 2022 on this _____ day of _____


Deponent

SOLEMNLY AFFIRMED
BEFORE ME


VARSHA N. PARIKH
NOTARY
GOVT. OF INDIA
14 SEP 2022



Affidavit cum Declaration

Affidavit cum Declaration of **Mr. Nishant Upendra Shah** duly authorised by the promoter – **Ratnaakar Infratech Private Limited** for project **Aravalli By Ratnaakar**, vide R.S. No., Block No.111 (which include Erstwhile Block Numbers 111, 112, 113, 114, 115, 116, 117/C, 118p, 119, 120, 121/A, 128, 130, 131 and 132), TP-Sarkhej - Sanathal Township, FP-, Moje Sanathal - Sarkhej, District Ahmedabad, with area of Plot: 60,240s.q.mtr. and authorization dated 11/12/2019.

I, **Nishant Upendra Shah** promoter of **Ratnaakar Infratech Private Limited** of the proposed project "**Aravalli By Ratnaakar**" do hereby solemnly declare, undertake and state as under:

1. We have entered into an agreement with **Applewoods Estate Private Limited** by way of registered Development agreement, Registered on date 10/01/2020 at sub Registrar office numbered 382 to develop the land bearing TPS Sarkhej - Sanathal Township, FP No(old FP, Sub Plot), Survey Number,Block No.111 (which include Erstwhile Block Numbers 111, 112, 113, 114, 115, 116, 117/C, 118p, 119, 120, 121/A, 128, 130, 131 and 132),District Ahmedabad(said land);
2. That **Applewoods Estate Private Limited** has a legal title to the land on which the development of the proposed project is to be carried out.

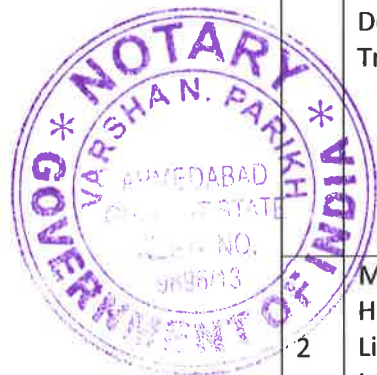
AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and us (the promoter) for development of the real estate project is enclosed herewith, and the said land is free from all encumbrances on the said land are as follows:

Sr. No.	Charge	Nature of Charge /Encumbrance	Date of Mortgage Deed	Registered Number	S.R.O.	Loan Amount
1	Vistra ITCL (India) Limited (i.e. Debenture Trustee)	First ranking paripassu charge	02/06/2020	3243	Sanand	Series A and Series B debentures issued by Ratnaakar Infratech Private Limited amounting to Rs. 115,00,00,000 (Rupees One Hundred and Fifteen Crores Only)
2	Motilal Oswal Home Finance Limited (i.e. Lender) through Vistra ITCL (India) Limited (i.e. Security Trustee)	Second Ranking Charge	14/06/2022	12978	Sanand	Finance of Rs. 25,00,00,000 (Rupees Twenty Five Crores Only)

3. That we will abide by all the conditions of the Development agreement and fulfil all my obligations under the said agreement, specifically the obligation of making the full payments towards consideration for the land/development rights. I will keep the Authority apprised of the scheduled payments having been made from time to time towards the cost of land. This will be incorporated in Form-3 submitted by us on a quarterly basis.

Sr. No.: 424/2022
 Vanshi Parmar
 VARSHA N. PARIKH
 NOTARY
 GOVT. OF INDIA
 4 SEP 2022



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4. That, we will be liable for fulfilment of our obligations under the Act towards the allottees of the units/apartments.

Deponent

Verification

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

Verify by me at 14 SEP 2022 on this _____ day of _____

Deponent



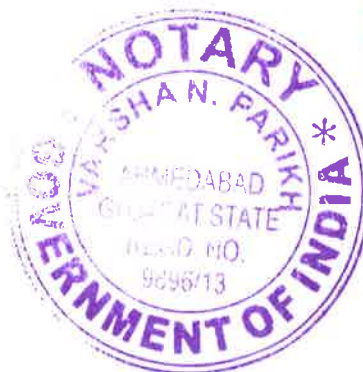
Notary's Stamp



SOLEMNLY AFFIRMED
BEFORE ME

VARSHA N. PARIKH
NOTARY
GOVT. OF INDIA

14 SEP 2022



Sr. No. 425/2022

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Affidavit cum Declaration

VARSHA N. PARIKH
NOTARY
GOVT. OF INDIA

14 SEP 2022

Joint Affidavit cum Declaration of,

1. **Mr. Nishant Upendra Shah** duly authorised by the promoter - **Ratnaakar Infratech Private Limited** for project **Aravalli By Ratnaakar**, on land bearing TPS Sarkhej - Sanathal Township, FP No.(old FP Sub Plot), Survey Number, Block No.111 (which include Erstwhile Block Numbers 111, 112, 113, 114, 115, 116, 117/C, 118p, 119, 120, 121/A, 128, 130, 131 and 132) District Ahmedabad, with area of Plot: 60,240 s.q.mtr. and authorization dated 11/12/2019,

AND

2. **Applewoods Estate Private Limited**, owner of the project land,

We,

1. **Mr. Nishant Upendra Shah** promoter of **Ratnaakar Infratech Private Limited** which is promoter of the proposed project, AND
2. **Applewoods Estate Private Limited**, owner of the project land, do hereby solemnly declare, undertake and state as under:
 - A. We have entered into registered Development agreement Registered on date 10/01/2020 at sub Registrar office numbered 382 to develop the land bearing TPS Sarkhej - Sanathal Township, FP No, (old FP, Sub Plot), Survey Number, Block No.111 (which include Erstwhile Block Numbers 111, 112, 113, 114, 115, 116, 117/C, 118p, 119, 120, 121/A, 128, 130, 131 and 132) District Ahmedabad (said land);
 - B. That **Applewoods Estate Private Limited** has a legal title 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 us (the promoter) for development of the real estate project is enclosed herewith, and the said land is free from all encumbrances on the said land are as follows:

Sr. N o.	Charge	Nature of Charge /Encumbrance	Date of Mortgage Deed	Registered Number	S.R.O.	Loan Amount
1	Vistra ITCL (India) Limited (i.e. Debenture Trustee)	First ranking pari passu charge	02/06/2020	3243	Sanand	Series A and Series B debentures issued by Ratnaakar Infratech Private Limited amounting to Rs. 115,00,00,000 (Rupees One Hundred and Fifteen Crores Only)

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MUTRA NAGI BH SAHAWAR BANK LTD
REGENCY PLAZA, 100 FT ROAD
VEJALPUR AHMEDABAD - 380 015

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2	Motilal Oswal Home Finance Limited (i.e. Lender) through Vistra ITCL (India) Limited (i.e. Security Trustee)	Second Ranking Charge	14/06/2022	12978	Sanand	Finance of Rs. 25,00,00,000 (Rupees Twenty Five Crores Only)
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- C. That, we will abide by all the conditions of the Development agreement and fulfil all our obligations under the said agreement, specifically the obligation of Transfer of title to the allottees of the apartment and/or association of allottees of the project in accordance with the provisions of Section 17 of the RERA Act.
- D. That, we undertake to sign and execute all the documents necessary for Conveyance/Transfer of the apartment to the allottee(s), as and when the handing over of the physical possession and conveyance is due as per the Act.
- E. That, arrangement by way of registered development agreement between the undersigned are considered to be supportive in nature and not restrictive, with reference to the interest of allottees of project.

Deponent 1)

2) Supal Shah

Verification

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

Verify by us at 14 SEP 2022 on this day of

Deponent

1)

2)

SOLEMNIY AFFIRMED
BEFORE ME

Varsha N. Parikh

VARSHA N. PARIKH
NOTARY
GOVT. OF INDIA

14 SEP 2022

