



महाराष्ट्र MAHARASHTRA

2022

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अनु. क्र. 1082 दि. 13/04/2023 भु.गु. रकम. 100/-

दस्ताचा प्रकार परिभाषित

मुद्रांक विकत घेणाऱ्याचे नांव प्रथम लॅण्ड अँड होउिंग लिमिटेड, पुणे

पत्ता कुरुली, तालुका खेड, जिल्हा पुणे

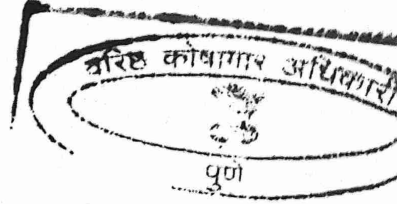
दुसऱ्या पक्षालाचे नांव

हस्ते व्यक्तीचे नांव व पत्ता श्री. ए. एस. आल्हाट

श्री. ए. एस. आल्हाट

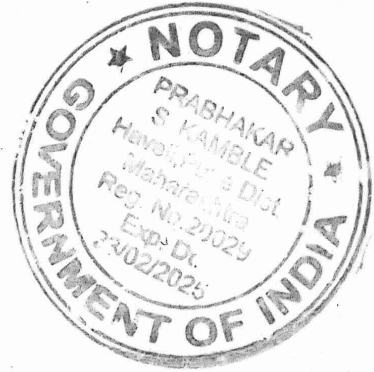
मुद्रांक विकत घेणाऱ्याची सही मु.पो. मोशी, ता. हवेली, जि. पुणे

परवाना क्र. : 2201982



29 MAR 2023

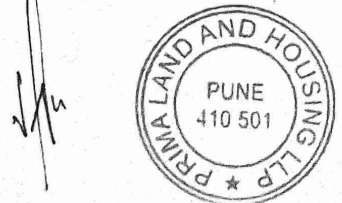
प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

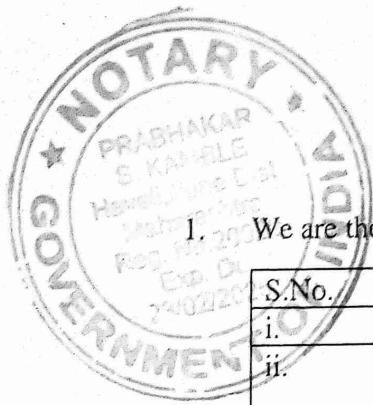


AFFIDAVIT

This affidavit is made at Pune on this 13th Day of April, 2023 by **Prima Land And Housing LLP** having its Registered Office at Survey No 57-62, Village Kuruli, Pune Nashik Highway, Taluka Khed, District Pune, Maharashtra through its Authorized Signatory Mr Vijay Dhaka, (hereinafter called the 'Promoter') which expression shall mean and include its successors, assigns and representatives).

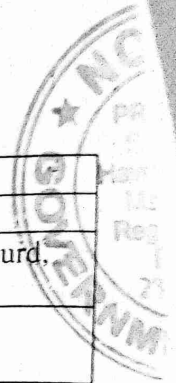
WHEREAS, the LLP has applied for registration of its project "PRIMA CITY" Affordable Plotted Housing Colony under DDJAY on land measuring 10.62 Acres situated in the Revenue Estate of Sector 21E, Village Sunari Khurd, Tehsil and District Rohtak, Haryana with HRERA and in accordance of the provisions of the HRERA Promoter affirm and undertake as under:-





1. We are the promoter (s) of the project as per details given below:-

S.No.	Information sought /items	Details
i.	Name of the Project	Prima City
ii.	Location of the Project	Sector 21E, Sunari Khurd, Rohtak Haryana
iii.	Area of the Project under registration	10.62 Acres
iv.	Nature of the Project	Affordable Plotted Housing Colony under DDJAY
v.	Project cost	354 Lakh
vi.	Number of plots	188
vii.	License number and date of validity of license	No. 68 of 2023 dated 29/03/2023 and valid upto 28/03/2028
viii.	Date of completion of the project as per registration of application	28/03/2025



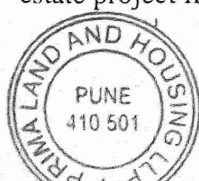
2. Keeping in view the provisions of section 4 (2) (l) (D) of the Real Estate (Regulation & Development) Act, 2016, a separate account is to be maintained in a scheduled bank wherein 70% of the amounts realized from the allottees of the real estate project from time to time is to be deposited. Out of this account, only the costs of construction and land costs shall be covered and the amounts lying in this account shall be used only for that purpose.

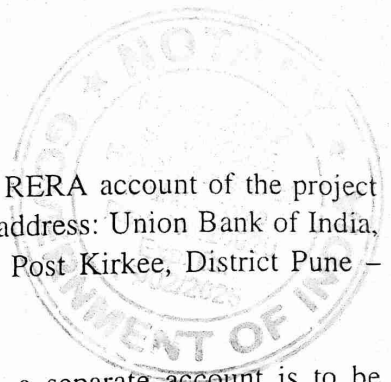
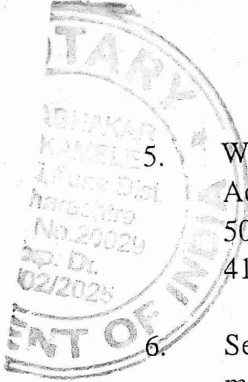
3. Accordingly, to comply with the above provisions of law, we are opening the following three accounts:

S.No.	Type of Bank account	Account Number, Name and branch of the bank
1.	Master Account of the Project	388401010610390 Prima Land And Housing LLP Union Bank of India, Post Kirkee, District Pune 411020
2.	Separate RERA account of the Project	388401010610389 Prima Land And Housing LLP Union Bank of India, Post Kirkee, District Pune 411020
3.	Free account of the promoter of the project	388401010610391 Prima Land And Housing LLP Union Bank of India, Post Kirkee, District Pune 411020

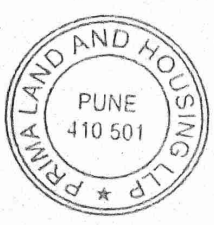
4. Master Account – in this account only the amount realized from the allottees of the real estate project from time to time shall be deposited.

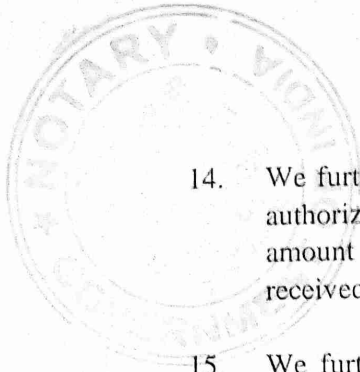
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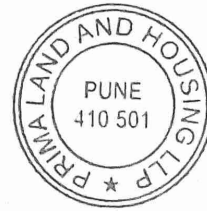



5. We further undertake that there shall be no lien on this RERA account of the project Account No. 388401010610389 opened in bank branch address: Union Bank of India, 50, Golden Court, Aundh Road, Near Ganpati Mandir, Post Kirkee, District Pune - 411020.
6. Separate RERA Account: as per provisions of RERA, a separate account is to be maintained by us i.e. promoter in a scheduled bank wherein 70% or more (if directed by the authority in special circumstances) of the amounts realized from the allottees of the project is to be deposited as per Section 4 (2) (1) (D) of the Act ibid to cover the costs of the construction and land costs of the project and shall be used only for that purposes. This shall be a no lien on this account.
7. We further undertake that the amounts from the separate accounts shall be withdrawn by us after it is certified by an engineer, architect and the chartered accountant in practice that withdrawal is in proportionate to the completion of the project.
8. We further undertake that for the purpose of withdrawing the amounts from this separate account, the regulation/directions of the Haryana Real Estate Regulatory Authority, Gurugram regarding withdrawal from the RERA account, the real estate project's bank account directions 2019 shall be strictly followed. The engineer/architect/chartered accountant shall be engaged by us out of the panel if prepared by the authority and shall be paid at the specified rate.
9. We further undertake that we shall get the accounts audited within six months after the end of every financial year by a chartered account in practice.
10. We further undertake that statement of accounts duly certified and signed by the chartered accountant shall be submitted to the authority with a verification that the amounts collected for a particular project have been utilized for that project only and withdrawals have been in proportion to the percentage of the completion of the project, within one month from the date of certificate issued by the chartered accountant. HARYANA GOVT. GAZ. (EXTRA.), MAY 10, 2019 (VYSK. 20, 1941 SAKA) 1645
11. We further undertake to produce statement of accounts along with amounts withdrawn and statement of accounts for every quarter within 15 days after the end of the quarter.
12. Promoter's Free Account for the Project: The 'promoters free account' means an account wherein the residual amount after depositing 70% or more (if directed by the authority in special circumstances) of the amount realized from the allottees in RERA account is deposited.
13. We further undertake that no lien shall be created on the master account as well as RERA account by the promoter.





14. We further undertake that we have entered into an understanding/agreement with the authorized signatory/Manager of the bank and authorized the bank to transfer 70% amount in the RERA Account and 30% in the Free Account as and when the amount is received in the Master Account.
15. We further undertake that RERA may in special circumstances, direct the bank to transfer more than 70% amount in the RERA Account which may go upto 100% in certain eventualities and there may be a situation where some additional amount has to be deposited by the promoter.
16. In case of on-going projects total amount realized from the allottees of the sold inventory 70% of the total amount shall be deposited in the RERA account minus the expenditure after adjustment of expenditure paid and incurred on land and construction work.
17. We further undertake that in case the expenditure paid and incurred is more than the deficit amount the same shall be deposited by the promoters from their own resources. We further undertake that RERA shall have right and the authority to call for information not only of Master Account, RERA Account but also from the Free Account as and when affairs of the promoters are under investigation of the authority.





DEPONENT

Verification:

This affidavit is further conceded and agreed to so long in respect of provisions where obligations of the banks have been created.

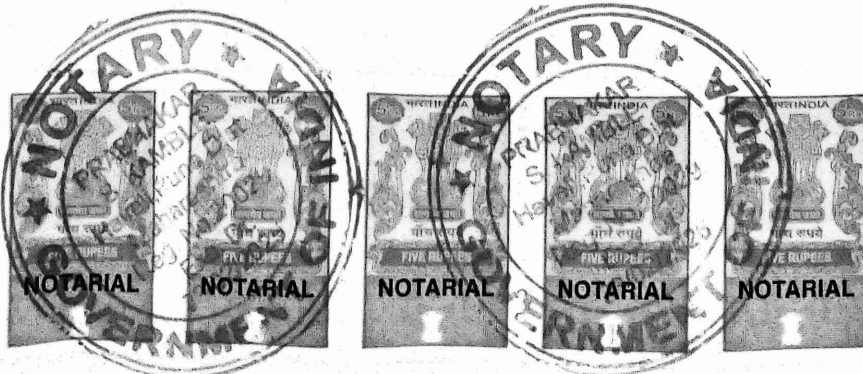



DEPONENT

In witnesses thereof:

1. _____

2. _____



BEFORE ME

PRABHAKAR S KAMBLE
ADVOCATE & NOTARY
GOVERNMENT OF INDIA
Group 1 Fields C21, Pimpri Pune-411
15 APR 2023