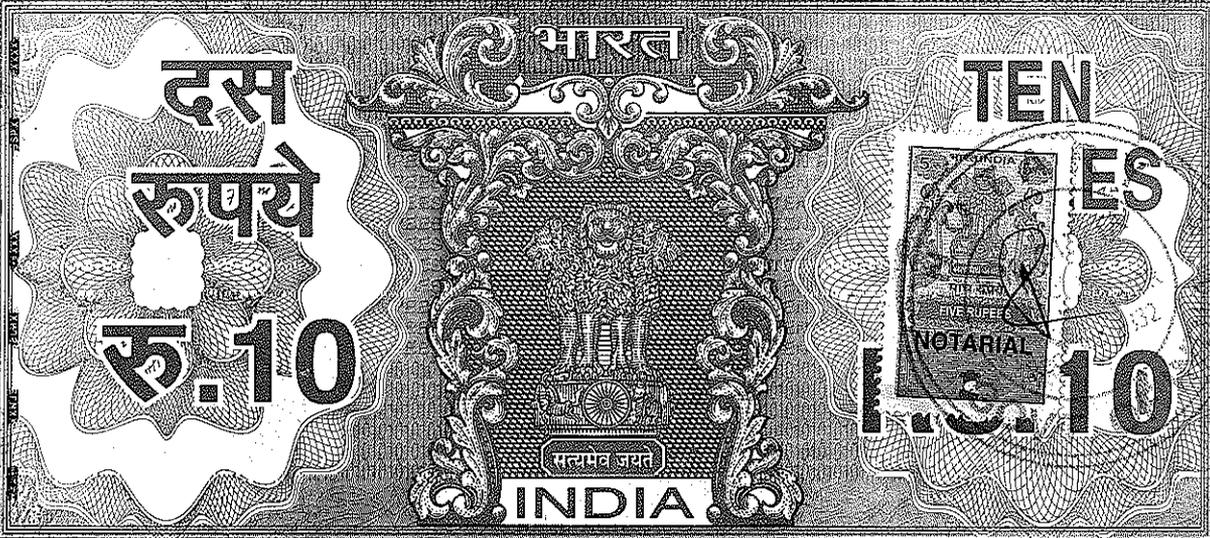


# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

34AD 339311

FORM 'B'  
[See rule 3(4)]

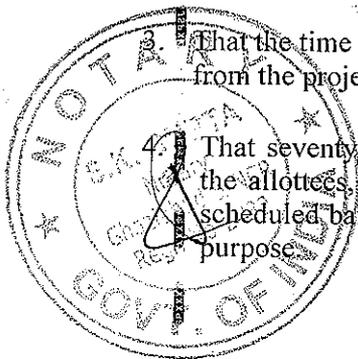
DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

### Affidavit cum Declaration

Affidavit cum Declaration of **Mr. Ankur Bhatiani**, Authorized Signatory of **Avdesh Infotech Pvt Ltd ("Promoter")**, for the proposed project "**Urbainia Trinity NX- Phase 3**" duly authorized by the promoter vide their authorization dated 10<sup>th</sup> September 2018;

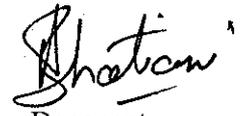
I, **Mr. Ankur Bhatiani**, Authorized Signatory of **Avdesh Infotech Pvt Ltd ("Promoter")**, do hereby solemnly declare, undertake and state as under:

1. That promoter has a legal title to the land on which the development of the project is proposed is to be carried out proposed and an authenticated copy of title of such land is enclosed herewith.
2. That details of encumbrances as per attachment including details of any rights, title, interest or name of any party on or over such land, along with details are uploaded on to the UP RERA website at the time of registration.
3. That the time period within which the project shall be completed by promoter is 19.8. months from the project start date .
4. That seventy per cent of the amounts realised by the 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.



09 SEP 2018

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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. That 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. That promoter 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. That promoter shall take all the pending approvals on time, from the competent authorities.
9. That promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

  
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 Gr. Noida on this 10<sup>th</sup> day of Sept 2018.

  
Deponent



10 SEP 2018

ATTESTED  
  
S. S. GUPTA  
Notary Public, Ghaziabad & NCR

# AVDESH INFOTECH PRIVATE LIMITED

REGD. OFFICE : B-59 1ST FLOOR SOAMI NAGAR NEW DELHI-110017  
CIN: U72200DL2005PTC143612

Certified copy of an extract from the minutes of meeting of the Board of Directors of "AVDESH INFOTECH PRIVATE LIMITED." duly convened and at which a proper quorum was present, held at Registered Office Of The Company on the Wednesday 15<sup>th</sup> day of April 2015.

"In suppression of earlier resolutions **RESOLVED** that Mr. Ankur Bhatiani director of the company solely be and is hereby authorized to represent the company before the government authorities and other public and private agencies in respect of obtaining various approvals viz Map, pollution, electricity, fire environment etc and execute and sign all the necessary documents, agreements and comply with all the necessary formalities on behalf of the company in respect of project " TRINITY NX at plot No. 6 Techzone-4 Grater NOIDA.;

"Certified true copy

For AVDESH INFOTECH PRIVATE LIMITED

For Avdesh Infotech Pvt. Ltd.

**SURINDER BHATIA**  
Director  
Chairman /Director  
DIN: 00858316

For Avdesh Infotech Pvt. Ltd.

*Bhatiane*  
Authorized Signatory

And which said plot is more clearly delineated and shown in the attached plan and herein marked red. This lease deed is subjected to the order of the writ petition No. 50002/09 & 30424/14 of High Court and also subjected to the order of the supreme court in the writ petition no. 6458-60/12 & 6345/12.

TO hold the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from 08<sup>th</sup> day of April two thousand Fifteen except and always reserving to the Lessor:

- (a) The lessor reserves the rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same, without providing or leaving any vertical support for the surface of the plot(s) /flats or for the structure time being standing thereon, provided always, that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of the lessor on the amount of such compensation will be final and binding on the lessee.
- (b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, in developing the area.
- (c) Yielding and payment thereof yearly lease rent in advance during the said term unto the lessor on the 08<sup>th</sup> day of April of each year yearly @2.5 % of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed, lease rent in advance on yearly basis. The lease rent would be Rs.25,11,363/- (Rs. Twenty five lacs eleven thousand three hundred sixty three) Annually for the first ten years chargeable from the date of execution of the lease deed. The lessee shall pay lease rent annually on due date or in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the lessee. In case of default in payment of lease rent interest @ 17% per annum compounded half yearly would be chargeable for the delayed period.

**II) AND THE LESSEE DO TH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) That the lessee shall pay to the lessor the balance premium in the installments, with interest @ 12% p.a. on the balance premium as mentioned in Clause I above by the dates mentioned therein.

प्रवन्धक (आई० टा०)  
प्रेटर नौएडा प्राधिकरण

*For Avdesh Infotech Pvt. Ltd.*

*[Signature]*

Director

