भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2015 ◐

TREASURY OFFICE NASIK
PR 395002
27 JUL 2017
STPHC ATO

दिनांचे दिवाणी नासिक कोर्ट क्र..... 22 Reg 1A दि. 29 JUL 2017

स्टँप घेणाराचे नांव..... सितारम एकनाथ चौधरी का. ने -A1.

हस्ते .....

सही ..... Sitaram Chaudhari

वि.नासिक डिस्ट्रि.अॅडव्होकेट्स् मल्टी.
को-ऑप क्रेडिट. लि. नाशिक.
रजि.नं.एन.एस. एम.एन.एल/११२/१९७८

NOTARY
NOTED & REGISTERED
at Serial No. 5203/2017
DATE: 29-07-2017
THIS DOCUMENT
Contains Pages 03

FORM 'B'

[See rule 3(6)]

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

Affidavit cum Declaration

Affidavit cum Declaration of Mr./~~Ms~~ SITARAM EKNATH CHAUDHARIof PLOT NO. 7/480 SUSIPRAMA METHAJI PLOT, BHUSAWAL, DIST JALGAON, MAHARASHTRA – 425201co-promoter of the ~~proposed~~ongoing project / ~~dulyauthorized by the promoter of the proposed projecthaving its register office at, vide its/his/their authorizationdated~~NA.

I,SITARAM EKNATH CHAUDHARIco-promoter of the proposed project / ~~duly authorized by the promoter ofthe 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 thedevelopment of the project is proposed

OR

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

RAVINDRA D. TAJANE
Advocate & Notary

जोडपत्र – २

दस्ताचा प्रकार / अनुच्छेद क्रमांक :

दस्त नोंदणी करणार आहेत का ? :

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :

मिळकतीचे वर्णन :

मोबदला रक्कम :

मुद्रांक विक्रेता परवान्याचे नाव : प्रकाश चौधरी

दस्त्या करणाराचे नाव

हस्ते असल्यास त्यांचे नाव व पत्ता : प्रकाश चौधरी

मुद्रांक शुल्क रक्कम

मुद्रांक विक्री नोंद वही अनु क्रमांक/ दिनांक :

22 सप्टें/A

मुद्रांक विक्रेता यांची सही : (D) hJhari

दि नाशिक डिस्ट्रीक्ट [illegible]

[illegible] नाशिक.

रजि. नं. [illegible] एल./११२/१९७८ नाशिक कोर्ट

मुद्रांक विक्रेत्याची सही:

NOTARY R.D. TAJANE AREA NASHIK MAHARASHTRA REGD NO 5364 EXP 30/02/2018 GOVT. OF INDIA

-2-

AND

a legally valid authentication of title of such land along with an authenticatedcopy of the agreement between such owner and promoter for development ofthe 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, detailsof any rights, title, interest or name of any party in or over such land, along with details are set out in Annexure – A hereto.~~

3. That the time period within which the project shall be completed by me/promoterfrom the date of registration of project on or before 31/03/2018;

4. ~~(a) For new projects :~~

~~That seventy per cent of the amounts realised by me/promoter for the real estateproject from the allottees, from time to time, shall be deposited in a separateaccount to be maintained in a scheduled bank to cover the cost of construction andthe 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/promoterfor the real estate project from the allottees, from time to time, shall be depositedin a separate account to be maintained in a scheduled bank to cover the cost ofconstruction and the land cost and shall be used only for that purpose.

OR

(ii) ~~That entire of the amounts to be realised hereinafter by me/promoter for thereal estate project from the allottees, from time to time, shall be deposited in aseparate account to be maintained in a scheduled bank to cover the cost ofconstruction and the land cost and shall be used only for that purpose, since theestimated receivable of the project is less than the estimated cost of completion of theproject.~~

RAVINDRA D. TAJANE
Advocate & Notary
District Nashik

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

6. That I / ~~the promoter~~ shall get the accounts audited within six months after the end ofevery financial year by a practicing Chartered Accountant, and shall produce astatement of accounts duly certified and signed by such practicing CharteredAccountant, and it shall be verified during the audit that the amounts collected for aparticular project have been utilised for the project and the withdrawal has been incompliance 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 haveoccurred in the information furnished under sub-section (2) of section 4 of the Act andunder 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 beenprescribed by the rules and regulations made under the Act.

10. That I/~~thepromoter~~ shall not discriminate against any allottee at the time of allotmentof any apartment, plot or building, as the case may be.

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothingmaterial has been concealed by me therefrom.

Verified by me atNashik on thisSaturday, 29 July 2017

IDENTIFIED BY
(Prakash Sitaram Chaudhari)

Deponent

NOTARY
NOTED & REGISTERED
at Serial No. 5203 /2017
DATE: 29-07-2017
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BEFORE ME

RAVINDRA D. TAJANE
Notary, Govt. of India
Office -7 / 1,Maruti Chamber,
District Court, Nashik - 2.