



महाराष्ट्र MAHARASHTRA

Only For Affidavit Annexure-1

AN 679441

मुद्रांक विक्रीचे नाव/पत्ता -	दिनांक 31 JAN 2019
मुद्रांक विक्रीचे घेणाऱ्याचे नाव	श्री. पंकज त्रिलोकचंद पण्डे
रजिस्ट्रारची पत्ता -	श्री. रावेंद्र बाबुल जैन
मुद्रांक विक्रीचे घेणाऱ्याची पत्ता	श्री. गुरुविंदरसिंग कुल्देवसिंग तुतेजा
परवानाधारक मुद्रांक विक्रीचाही कोड -	पत्रांक 11 क्रमांक - 2909000
मुद्रांक विक्रीचावे नांव : श्री. पं. एस. पण्डे	
मुद्रांक विक्रीचे ठिकाण / पत्ता जय विन् भारत कॉलनी, आरंगाबाद	

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**

Affidavit cum Declaration

Affidavit cum Declaration of Mr. 1) Pankaj Trilokchand Pande 2) Ravindra Babulal Jain 3) Guruvindersingh Kuldeepsingh Tuteja promoter of the proposed project / duly authorized by the promoter of the proposed project, vide partnership deed dated 27 July 2016,

We, 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 We / promoter have / has a legal title Report to the land on which the development of the project is proposed

2. That the project land is free from all encumbrances except as mentioned below :-

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 are as under:-

- a) We promoter have acquired the land admeasuring 19.45 acres bearing Gut No. 124, Village Gandheli, Taluka & District Aurangabad from the Sahara Group of Companies vide Conveyance Deed registered with The Sub-Registrar at Aurangabad Serial no. 3673/2016 on 16/09/2016 together with obligations to refund an aggregate deposit amount of Rs.9,22,83,101/- Paid by the persons listed therein. Out of the said aggregate deposit an amount of Rs. 3,53,31,631/- has been refunded to various persons till 31/01/2019 and the balance deposit amount outstanding as on date is Rs. 5,69,51,470/- .

Since, the above mentioned cases are related to refund of deposits on group housing plots out of the larger land, the present phase under registration of Divine City Type –A Row Houses Plots out of the approved layout of larger land, has no litigation pending or decided.

- b) That the time period within which the phase II of the project shall be completed by me/promoter from the date of registration of project shall be 31/12/2018.

- c) (a) For new projects :

That seventy per cent 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

~~(ii) 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~~

- d) That the amounts from the separate account shall be withdrawn in accordance with Rule 5
- e) That We / 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
- f) That We/the promoter shall take all the pending approvals on time, from the competent authorities.

g) That We/ 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.

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

i) That We/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

For Divine Ventures

1) Pankaj Trilokchand Pande
Partner



2) Ravindra Babulal Jain
Partner



3) Guruvindersingh Kuldeepsingh Tuteja
Partner

Deponent

Date: 03/10/2018
Place : Aurangabad

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 on 27th this day of Feb 2019

Deponent



BEFORE ME

Vinayak U. Pandit
B.A.L.L.B
ADVOCATE & NOTARY
GOVT. OF INDIA AURANGABAD (DIST.
REG. NO. 10466
03/10/2019
Adv. Vinayak U. Pandit
Notary, Govt. Of India,
Aurangabad Dist.
Reg. No. 10466

