भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँचसौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2016 ◐

TREASURY OFFICE NASIK
AD 974825
1 AUG 2017
STPHC ATO

14 AUG 2017

वि.: विक्रय नासिक कोर्ट क्र..... दि.....

स्टँप धारकाचे नांव..... रु. पाचशे फक्त

हस्ते .....

सही .....

NOTARY
NOTED & REGISTERED
at Serial 1630/2017
DATE 14/8/2017
THIS DOCUMENT
Contains 03 Pages

FORM 'B'

Affidavit cum Declaration

Affidavit cum Declaration of **Mr./Ms. Vikas Gemini S/o Sri Dutt Sharma** promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization **Dated 14, August 2017** ;

I, promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

NOTARY A. I. SHAIKH NASHIK MAHARASHTRA REGD. No. 7473 NOTARIAL GOVT. OF INDIA

परिशिष्ट – १

फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)

प्रतिज्ञापत्र कोणाकडे साठवण करावयाचे :

प्रतिज्ञापत्र साठविचे कारण :

मुद्रांक विक्रत घेणाऱ्याचे नाव व रहिवासी पत्ता : —

मुद्रांक विक्री वाबतची नोंद वही अनु.क्रमांक/दिनांक :

२९९MA

मुद्रांक विक्रत घेणाऱ्याची सही :

दि नाशिक डिस्ट्रीक्ट अॅडव्होकेट्स्

मल्टीस्टेटस् को-ऑप.सोसायटी लि.नाशिक.

रजि.नं. एन.एस.के./जी.एल.एल./१९२/१२७८ नाशिक कोर्ट

मुद्रांक विक्रेत्याची सही :



1. That I / We **Mr.**/Ms. **Vikas Gemini S/o Sri Dutt Sharma** promoter have / has a legal title Report to the land on which the development of the project is proposed

OR

Have / has a legal title Report 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 promoter for development of the real estate project is enclosed herewith.

2. **That the project land is free from all encumbrances.**

OR

That details of encumbrances **---NA---** including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details.

3. That the time period within which the project shall be completed by me/us promoter from the date of registration of project ;

4. **(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.

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 That the amounts from the separate account shall be withdrawn in accordance with Rule 5

6. That I / We **Mr.**/Ms. **Vikas Gemini S/o Sri Dutt Sharma** 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 utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

7. That I / We **Mr./**Ms. **Vikas Gemini S/o Sri Dutt Sharma.** the promoter shall take all the pending approvals on time, from the competent authorities.

8. That I/ We **Mr./**Ms. **Vikas Gemini S/o Sri Dutt Sharma.** 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.

9. That I / We **Mr./**Ms. **Vikas Gemini S/o Sri Dutt Sharma.** the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That I/ We **Mr./**Ms. **Vikas Gemini S/o Sri Dutt Sharma.** the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

11. Under power of attorney of Mr. Vikas Gemini, Registration No NSN-1-4533-2017 Dated 28/06/2017 the Authorized Signatory is Mr. Anil kumar S/o Jagdish kumar.



Deponent

Mr./Ms. **Vikas Gemini S/o Sri Dutt Sharma.**

Dated 14, August 2017

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from. Verified by me at on this day of.



Deponent

Mr./Ms. **Vikas Gemini S/o Sri Dutt Sharma.**

Dated 14, August 2017

NOTARY
A. I. SHAIKH
AREA DIST. NASHIK
MAHARASHTRA
REGD. No. 7473
GOVT. OF INDIA

BEFORE ME

A. I. SHAIKH
Advocate & Notary Govt.of India
R/O. Malang Society, Jail Road
Nashik-Road, NASHIK