



महाराष्ट्र MAHARASHTRA

2017

AE 479304

अ. नं. 32055 दि. 22 MAR 2018 रु. 500/- पैकी रु. देरा
श्री. / श्रीमती / सौ. अजय अबाजी चव्हाण
वत्ता विरनेमका कॉलेज रोड नाशिक
हस्त राहुल ठाकरे



श्री. सं. स. अमृतकर
सॅण. बॅंकर, नाशिक.
(मु. वि. प. क्र. १०३/२००२)

Affidavit cum Declaration

Affidavit cum Declaration of Mr. Ajay Abaji Chavan promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization Dated 23, March 2018 ;

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



ADVOCATE & NOTARY



1. That I / We **Mr. Rahul Bhaskarrao Thakare & Mr. Ajay Abaji Chavan** 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 ; Date 31 December 2022

- 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.


ADVOCATE & NOTARY



5. That the amounts from the separate account shall be withdrawn in accordance with Rule 5
 6. That I / We **Mr. Ajay Abaji Chavan** 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. Ajay Abaji Chavan** the promoter shall take all the pending approvals on time, from the competent authorities.
 8. That I / We **Mr. Ajay Abaji Chavan** 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. Ajay Abaji Chavan** the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
- That I / We **Mr. Ajay Abaji Chavan** the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.



Deponent

Mr. Ajay Abaji Chavan

Dated 23, March, 2018

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. Ajay Abaji Chavan

Dated 23, March, 2018

ADVOCATE & NOTARY

THIS DOCUMENT
CONTAINS 04 PAGES

Noted & Registered
at Serial Number

354/18

31/3/18

Verification



(1) Mr. Ajay Abaji Chavan Aged 46 Yrs. PAN No. ADKPC7553K ADHAR No. 9665 9061 1425 Occupation Developer R/o Flat No. 13, Nirman Vihar, Vise Mala, Collage Road, Malpani Hospital, Nashik - 422005.

Of Mr. Rahul Bhaskarrao Thakare & Mr. Ajay Abaji Chavan a joint ownership of plot No.104, Sr. No. 417/3A, Address – Swami Vivekanand Nagar, Nr. Water Tank, Opp. to Irrigation Colony, Makhmalabad, Panchvati, Nashik - 422003. Promoter of the proposed project **Shree Raj Vihar Apartment** duly authorized by the Promoter of the proposed project, do hereby solemnly declared that the above 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 Nashik on this day 23rd day of March, 2018.



1.

Sharan

Mr. Ajay Abaji Chavan



IDENTIFIED-BY

Pravin B. Kharde
(Advocate)

Deponent/s

Sharan



BEFORE ME
Pravin B. Kharde
PRAVIN B. KHARDE
ADVOCATE & NOTARY
Maruti Chamber No.312, Bldg. No.1,
Dist. Court Compound, Nashik-2

