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महाराष्ट्र MAHARASHTRA ◑ 2017 ◑ SD 142949

जिल्हा कोषागार कार्यालय
10 JUL 2017
मुद्रांक प्रकारच लिपीक / लिपीक
10-7-17

HEENA P. SHAIKH
Dist. Thane (M.S.)
Regn.No.10294/13
NOTARY
GOVT. OF INDIA

FORM 'B'

[See rule 3(6)]

Affidavit cum Declaration

Affidavit cum Declaration of M/s. NEXUS BUILDERS AND DEVELOPERS PVT LTD through its Director **Mr. RAJDAKSH MAHENDRA SHARMA**, promoter of the proposed project / duly authorised by the Promoter of the Proposed Project **BUILDING NO. 'A' (HYDE PARK F-1 BUILDING PHASE), vide their authorisation dated. 20/06/2017.**

I, Mr. Rajdaksh M. Sharma, of M/s. Nexus Builders and Developers Pvt Ltd promoter of the proposed project / duly authorised by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

17 JUL 2017

|| श्री ||

जोडपत्र-1/Annexure - I

फक्त प्रतिज्ञापत्रासाठी/Only For Affidavit.

(१) मुद्रांक शुल्क भरल्याचे अनुक्रमांक/दिनांक ..... 49729 .....

(Serial No./Date)

(२) मुद्रांक शुल्क भरणा-याचे नांव, वास्तव्याचा पत्ता व सही ..... Nexus Builders & Developers Pvt. Ltd.

(Name, Residence & Place of residence & Signature) ..... Tanna House, 2nd Floor, 11-A, Nathalal Parekh Marg, Colaba, Mumbai-400 039.

Dattmdee ..... N Tiwre

(३) मुद्रांक विक्रेत्याचे नांव व सही

मुद्रांक विक्रेत्याचा परवाना क्रमांक - 96/2003

(दिनांक - 20/10/15) .....

मुद्रांक विक्रेत्याचे नांव - श्री. अनिल सॉन्ड कामुकर मॉडर्न

मुद्रांक विक्रेत्याचा पत्ता - ठाणे (प) - 400 601.

(जाहिरात व्यवसाय करणारे/व्यावसायिक यांच्या बाबतीत प्रतिज्ञापत्र अर्जासाठी मुद्रांक आकारणे आवश्यकता नाही (शासन आदेश दिनांक 01 / 07 / 2004 नुसार)

(या प्रतिज्ञापत्रातील ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याचा वापरासाठी मुदत संपेपर्यंत वापर करावा व तसे न केल्यास कायद्यान्वये शास्तीस पात्र आहे.)

NOTARY GOVT. INDIA

VEENA P. SHAIKH
Dist. Thane (M.S.)
Regn.No.10294/13

1. That the Promoter have / has a Legal title to the Land on which the development of the project is proposed.

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.
3. That by 31st December 2018, the said Project shall be completed by the Promoter.
4. That the details of encumbrances if any including dues and litigations, details of any rights, title, interest or name of any party in or over such Land, along with details is hereto annexed and marked as **Annexure "1".**
5. For on-going 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.
6. That the amounts from the separate account shall be withdrawn in accordance with Rule 5
7. That I / 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.
8. That I /the promoter shall take all the pending approvals on time, from the competent authorities.
9. That I/ 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.
10. That I / the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
11. That I/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

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 Thane

on this 27th day of July 2017.

Deponent

For **NEXUS BUILDERS AND DEVELOPERS PVT LTD**

Authorised Signatory.

Nexus Builders & Developers Pvt. Ltd. Thane (W)

NOTARY HEENA P. SHAIKH Dist.Thane (M.S.) Regn.No.10294/13 GOVT. OF INDIA

BEFORE ME NOTARY

HEENA P. SHAIKH
ADVOCATE & NOTARY
B-2/204, Sukh Sheetal CHS Ltd.,
Opp Lawkim Co. G B Road,
Thane-400 607

NOTED & REGISTERED
Sr No 30366/2017
Date 27 JUL 2017

Annexure – 1

Details of Pending Litigations

Sr. No.	Suit No.	Court	Type of Litigation	Whether any preventive / injuction/ interim order is passed	Present Status
1.	Special Civil Suit No. 71 of 2003	Joint Civil Judge Senior Division Thane	Special Civil Suit	No	Pending
2.	Special Civil Suit No. 583 of 2003	Joint Civil Judge Senior Division Thane	Special Civil Suit	No	Pending
3.	Civil Revision Application No. 999 of 2014	Civil Appellate, High Court Mumbai	Civil Revision Application	No	Pending
4.	Writ Petition No. 6838 of 2016	Civil Appellate, High Court Mumbai	Writ Petition	No	Dispose off
5	Writ Petition No. 7183 of 2016	Civil Appellate, High Court Mumbai	Writ Petition	No	Dispose off
6.	Revision Application No 06 of 2016	Court of Sub-Divisional Officer, Thane	Revision Application	No	Pending
7.	Regular Civil Suit No. 15 of 2017	Civil Judge Senoir Division, Thane	Regular Civil Suit	No	Pending

8. Notice received from Deputy Director of Land Records, Konkan Division, Mumbai vide Ref No. Appeal No / R154/2017/2027 dated. 23-05-2017

For Nexus Builders & Developers Pvt. Ltd.

Authorised Signatory