

महाराष्ट्र MAHARASHTRA ◑ 2017 ◑ जोडपत्र - २ SE 605664

DIST. TREASURY OFFICE THANE

जिल्हा कोषागार कार्यालय, ठाणे
- 6 JUL 2017
मुद्रांक पडताळणी लिपीक / लिपीक

मुद्रांक विक्री नोंदवही
अनुक्रमांक 61328 दिनांक 10 JUL 2017
खरेदीदाचे नाव - .....
खरेदी जमीनदाची खरेदार आहे का ? होय/नाही
मिळकतीचे थोडक्यात वर्णन - .....
मुद्रांक विक्रत परवानाधारकाचे नाव KARRM INFRASTRUCTURE PVT. LTD.
इतरांसाठी असल्यास त्यांचे नाव, पत्ता व सही - .....
दुसऱ्या खरेदीदाराचे नाव - .....
मुद्रांक शुल्क रक्कम - 100/500
मुद्रांक विक्रेत्याची सही-(निलिन य. नाजरेकर) .....
मुद्रांक विक्रेत्याचे नाव/पत्ता - मंगेश होरॉकार/टायपिंग सेंटर
दुकान नं. १४, गावडी मार्केट, वागळेस्टेट ३ नंबर जवळ, ठाणे (प.)-४०१.
मुद्रांक खरेदी कार्यालयाची सही
मुद्रांक खरेदी कार्यालय ठाणे आहे.

FORM 'B'
[Rules 6(b)]

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

NOTARY
Nazma Khan
Dist. Mumbai
Regd. No. 831
GOVERNMENT OF INDIA

Affidavit cum Declaration

Affidavit cum Declaration of **Mr / ~~Ms.~~ Namdeob Subhash Jadhav**, Director of **Karrm Infrastructure Private Limited** promoter of the proposed project

Karrm Gardens, duly authorized by the promoter of the proposed project, vide ~~its/his~~/their authorization through Board Resolution dated **2nd May, 2017.**

I, **Mr Namdeob Subhash Jadhav**, Director of **Karrm Infrastructure Private Limited** promoter of the proposed project **Karrm Gardens, Project -1** / duly authorized by the promoter of the proposed project situated at land bearing Survey no 139/2, 140/7C & 151/A area admeasuring about 12,079 Sq.mtrs lying and situated at Chikholi, Taluka Ambernath District Thane do hereby solemnly declare, undertake and state as under:-

1. That ~~I~~/ promoter have 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

The Promoter have executed Deed of Mortgage dated 27th November, 2014 with Dewan Housing Finance Corporation Ltd for PROJECT FINANCE of Karrm Gardens Project being constructed on land bearing survey no. 139/2, 140/7C & 151/A area admeasuring about 16,679 Sq.mtrs and unsold Flats/Units to be constructed on the said Project. The said Deed of Mortgage was duly registered at the Sub Registrar office Shahapur bearing registration no. SHP/6510/2014 dated 27th November, 2014. Further the M/s Karrm Infrastructure Pvt Ltd has extended the charge on the said Project by registering the Deed of Mortgage bearing reg no. SHP/3888/2017 dated 29th April 2017.

GOVERNMENT OF INDIA NOTARY Nazma Khan Dist. Mumbai Regd. No. 8311

Following are the litigation on part of the project land.

Sr.no	Case no.	Suit Survey no	Parties name	Court
1	Special Civil Court Suit-Case no. 161/2012	Survey no.139,140 & 151	Murlidhar Pichad & one other V/S Janikibai Mukane & 21 others	Kalyan Civil court (Civil Judge (S.D)
2	Regular Civil Suit no.88/2014	Survey no.139,140 & 151	Waman Mhatre V/s 1) Ramchandra Kale & 13 others 2) Ketan Babulal Patel 3) Ramakanth Jadhav & ors	At Ulhasnagar, Court.

However till date no adverse order have been passed which would in any manner affect and/or prejudice the rights of the Developer to the Project Land.

3. That the time period within which the project shall be completed by ~~me~~ / promoter from the date of registration of project; i.e.31st May, 2019.

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 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.~~

GOVERNMENT OF INDIA NOTARY Nazma Khan Dist. Mumbai Regd. No. 8317

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

6. 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 utilized for the project and the withdrawal has been in compliance 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 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~~/ the promoter ~~have~~ / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. 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.

Deponent

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 Mumbai on this _____ day of July, 2017.

Deponent

NOTARY
Nazma Khan
Dist. Mumbai
Regd. No. 8311
GOVERNMENT OF INDIA

BEFORE ME

NAZMA KHAN
NOTARY Regd. No. 8311
GOVT. OF INDIA
Shop No. 32, Ground Floor,
Kedy Shopping Centre,
Nagpada, Junction, Mumbai - 08.

YOGITA M. SHUKLA
Advocate
C/O. Singh Enterprises ,
Opp. Jain Temple, L.B.S. Marg,
Bhandup (W), Mumbai - 400 078

Noted & Regd :
Sr. No.: 6005 07 17