

महाराष्ट्र MAHARASHTRA ◐ 2019 ◐ VS 525681



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००९९
11 OCT 2019
सक्षम अधिकारी

श्री. सी. टी. आंबेकर

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. GAUTAM JAGDISH AHUJA, Director of M/S. SHREE AHUJA PROPERTIES PVT. LTD, duly authorized by the promoter of the on going project, vide its authorization dated 25/10/19;

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I, GAUTAM AHUJA, duly authorized by the promoter of the ongoing project do hereby solemnly declare, undertake and state as under:

1. That promoter has a legal title Report to the land on which the development of the project is on going

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 is having following encumbrances and litigations;

A. Details of Mortgage and charge.

The said Project is free from all Encumbrances and Charges save and except:-

1) Deed of Mortgage dated 8th February 2019 executed between Red Rose Buildcon Pvt Ltd (Borrower), Shree Ahuja properties Pvt Ltd (Co-Borrower), and Indiabulls Commercial Credit Ltd registered under serial number BDR-1442/2019 in respect of all the rights of Shree Ahuja Properties Pvt Ltd arising from the Lease and Development Agreement dated 31st August 2018 executed by The Bandra Trilok Cooperative Housing Society on the plot of land bearing CTS. No. C/1651 and C/1654 admeasuring 3,980 sq mtr and the FSI/benefits/entitlement arising from a portion of land admeasuring 65.22 sq mtr comprised in CTS nos. C/1653 and C/1654 reserved for setback which is to be handed over to Municipal Corporation of Greater Mumbai , for availing project finance of up to Rs.207 cores.

2) Deed of Mortgage dated 8th February 2019 executed between Shree Ahuja properties Pvt Ltd (Mortgagor), and Indiabulls Commercial Credit Ltd registered under serial number BDR-1826/2019 in respect of all the rights of Shree Ahuja Properties Pvt Ltd arising from the Lease and Development Agreement dated 31st August 2018 executed by The Bandra Trilok Cooperative Housing Society on the plot of land bearing CTS. No. C/1651 and C/1654 admeasuring 3,980 sq mtr and the FSI/benefits/entitlement arising from a portion of land admeasuring 65.22 sq mtr comprised in CTS nos. C/1653 and C/1654 reserved for setback which is to be handed over to Municipal Corporation of Greater Mumbai, as an additional security for a loan of up to Rs.137 crores availed by Snehanjali Properties Pvt Ltd (Borrower) and Snehanjali & SB Developer Pvt Ltd. (Co-Borrower).

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B. Details of Litigations –

Project Name	Court Name	Type of case	Petition Name	Case Number	Year	Whether any Preventive Injunction/ Interim Order is Passed? Yes/No	Present Status
PALI HILL	Bombay High Court	Civil	Civil Suit	Suit No. 760/2019	2019	No	Pending
PALI HILL	Bombay High Court	Civil	Notice of Motion	NMS/1318	2019	No	Pending

3. That the time period within which the project shall be completed by 25-08-2024.

4. 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.

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

6. That 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 incompliance with the proportion to the percentage of completion of the project.

7. That the promoter shall take all the pending approvals on time, from the competent authorities.

8. That 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.

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

10. That 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 Shree Ahuja Properties Pvt. Ltd.

Director / Authorised Signatory

(GAUTAM JAGDISH AHUJA)

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 25th day of 2019.

25 OCT 2019

For Shree Ahuja Properties Pvt. Ltd.

Director / Authorised Signatory

(GAUTAM JAGDISH AHUJA)

Deponent

NOTARY
SANTOSH K. SINGH
MUMBAI
MAHARASHTRA
Regd. No. 11197
Exp. Dt. 4.2020
GOVT. OF INDIA

BEFORE ME

SANTOSH K. SINGH
NOTARY
MAHARASHTRA
(Govt. of India)
Register No. 8570
Santosh K. Singh

25 OCT 2019

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