महाराष्ट्र MAHARASHTRA © 2019 VY 777093

मुद्रांक कार्यालय, मुंबई
- 6 DEC 2019
सक्षम अधिकारी

FORM 'B'

श्री राजाराम म. परब

Affidavit cum Declaration

Affidavit cum Declaration of New Pant Nagar Prabhat Co-Op Housing Society Ltd , promoter of the proposed project duly authorized by its members, the promoter of the proposed project.

We, New Pant Nagar Prabhat Co-Op Housing Society Ltd promoter of the proposed project duly authorized by its members, the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. We promoter 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~~

10 DEC 2019 001135

SHIVAM PARIVAR DEVELOPERS PVT. LTD.
3, Vishwaroop Plaza, 3rd Floor,
Behind Rahul Vihar, Ghatkopar (W),
Mumbai - 400 086.

10 DEC 2019

Only for Affidavit

GOVT. OF INDIA Reg. No. 10302 TEN RUPEES

JAGDISH TRIMBAKRAO DONGARDIVE NOTARY

GOVT. OF INDIA Reg. No. 10302 TEN RUPEE

JAGDISH TRIMBAKRAO DONGARDIVE NOTARY

GOVT. OF INDIA Reg. No. 10302 FIVE RUPEES

JAGDISH TRIMBAKRAO DONGARDIVE NOTARY

~~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_____ 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/promoter from the date of registration of project 31-12-2022;

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.~~

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

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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 /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.

For SHIVAM PARIVAR DEVELOPERS PVT. LTD.

AUTHORISED SIGNATORY

Deponent

Power of Attorney holder to Pant Nagar Prabhat CHS Ltd.

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 12th day of December 2019.

For SHIVAM PARIVAR DEVELOPERS PVT. LTD.

AUTHORISED SIGNATORY

Deponent

Power of Attorney holder to Pant Nagar Prabhat CHS Ltd.

JAGDISH TRYAMBAK DONGARDIVE * NOTARY * GOVT. OF INDIA Reg. No. 10302.

ATTESTED BY ME

JAGDISH TRYAMBAK DONGARDIVE
Advocate & Notary, (Govt. Of India)
Saraswati Chawl, Kranti Nagar,
Zopadpatti, Akurli Road,
Kandivali (E), Mumbai-400 101
(Maharashtra)

14 DEC 2019