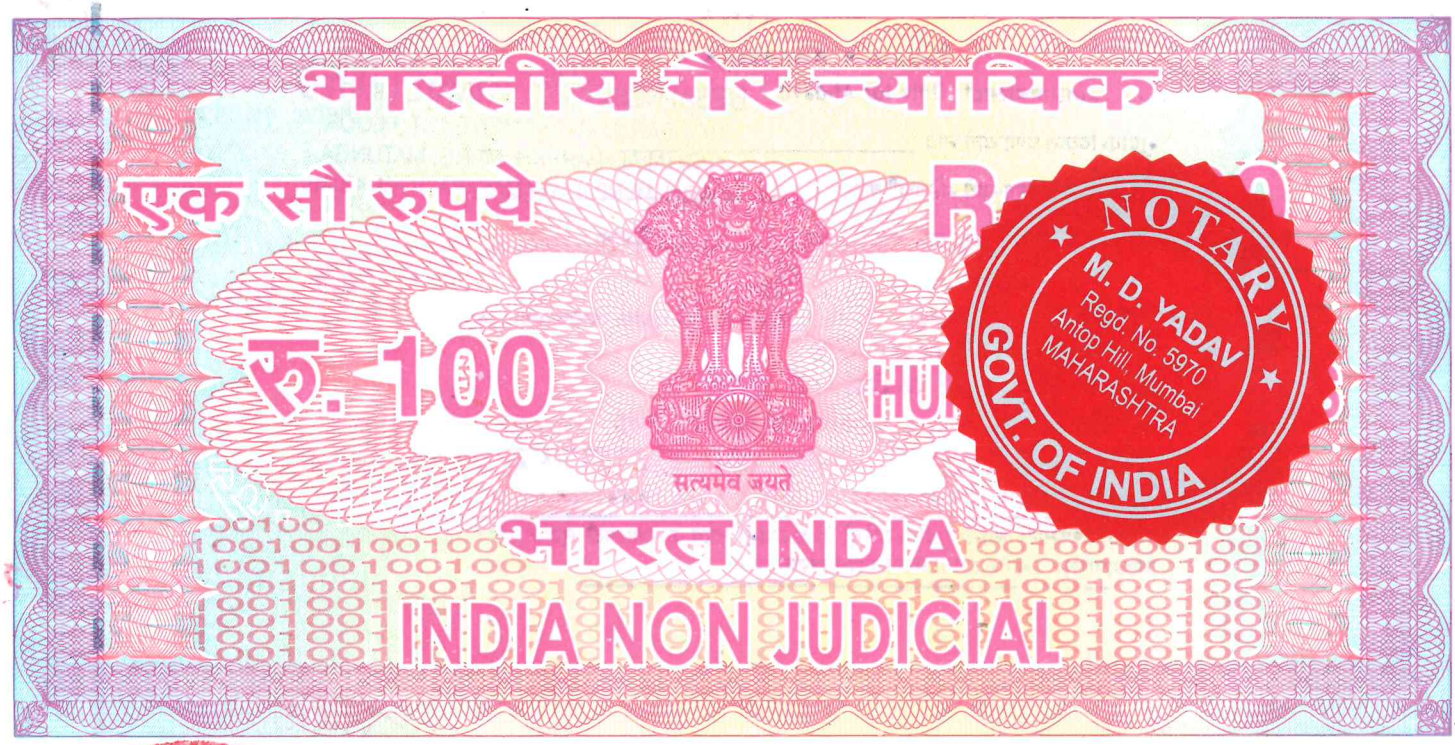




FORM 'B'
[See rule 3(6)]

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 M/S. Desai Residency Private Limited Constituted Attorney to Vidyalankar CHSL of the proposed project having FP no 130/A of TPS II of Village Vile Parle, Ram Mandir Road (Malviya Road), Vile Parle (East), Mumbai – 400057.

I, M/S. Desai Residency Private Limited Constituted Attorney to Vidyalankar CHSL of the proposed project having FP no 130/A of TPS II of Village Vile Parle, Ram Mandir Road (Malviya Road), Vile Parle (East),



1135

नमुना-१ Annexure -

प्रतिज्ञापत्रासाठी Only for Affidavit

DESAI RESIDENCY PRIVATE LIMITED
102, SAROJ APARTMENT, 1ST FLOOR,
NATHALAL PAREKH MARG, MATUNGA
MUMBAI, MUMBAI CITY MAHARASHTRA-400019

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवाशी पत्ता _____

मुद्रांक विक्रिबाबतची नोंद वही अनु. क्रमांक _____ दिनांक

21 FEB 2023

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक विक्रिेत्याची सह

परवाना क्रमांक : ८०००००९

मुद्रांक विक्रीचे नाव/पत्ता : उम्रोली पी.दुआ

६, कोंडाजी बिल्डिंग बं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०००१८

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Mumbai – 400057 duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That constituted Attorney to owner 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 detail 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 constituted Attorney to owner from the date of registration **31.07.2025.**

4. (a) For new projects:

That seventy per cent of the amounts realised by constituted Attorney to owner 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 constituted Attorney to owner 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 constituted Attorney to owner 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.

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

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 That the amounts from the separate account shall be withdrawn in accordance with Rule 5

6. That constituted Attorney to owner 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 constituted Attorney to owner shall take all the pending approvals on time, from the competent authorities.

8. That constituted Attorney to owner 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 constituted Attorney to owner have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That constituted Attorney to owner shall not discriminate against any allottee at the time of allotment.

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Deponent

Verification

I, the deponent above, do here by verify the contents of my above Affidavit cum Declaration are true and correct to the best of my knowledge and I have not concealed any material facts.

Verified on this 2nd day of June 2023

DES AI RESIDENCY PRIVATE LIMITED MUMBAI

Deponent

M. D. YADAV NOTARY GOVT. INDIA REGD. No. 5970 Antophill, Mumbai MAHARASHTRA

BEFORE ME

2/6/2023

M. D. YADAV
B. Com., LL.B. Regd. No. 5970
NOTARY GOVT. OF INDIA
Resi. : Room No. 16, Durga Mata Mandir,
Shanti Nagar, S. P. Road, Antophill,
Wadala (E), Mumbai 400 037.

NOTED & REGISTERED
Sr. No. 1882 Page No. 210
Date 2.6.2023