





श्रीमती लता सांगळे

FORM B

Affidavit cum Declaration

Affidavit cum Declaration of **Mr.Kavindra R. Shah** – Representing MANHAR CO-OPERATIVE HOSUING SOCIETY LTD. & Co-promoter of the proposed project **Siddhi Greens at Plot No. 33, CTS NO. 66, 66/1 to 4, Village Ismalia,Taluka Andheri, Jogeshwari (East), Mumbai – 400 060**_and holder of executed Development Agreement – Cum – Power Attorney no. **BDR18-4601-2023** dated **16TH March,2023**.

I, **Mr.KavindraR. Shah** – Representing MANHAR CO-OPERATIVE HOSUING SOCIETY LTD. & Co-promoter of the proposed project **Siddhi Greens at Plot No.33, CTS NO. 66, 66/1 to 4, Village Ismalia, Talkua Amdheri, Jogeshwari (East), Mumbai – 400 060** promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That I / promoter 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 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 by 31.12.2026.

4. (a) For new projects :

That seventy per cent of the amounts realized 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 realized 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 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.

Mr. KAVINDRA R. SHAH
Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from. Verified by me as on this day of 19 day of August 2023

Mr. KAVINDRA R. SHAH
Deponent

BEFORE ME

19.08.2023

NAWIN KUMAR THAKUR
M.A., LL.B.
ADVOCATE & NOTARY GOVT. OF INDIA
Reg. No. 15251

NOTARY
NAWIN KUMAR THAKUR
MUMBAI
THANE, PALGHAR.
Reg. No. 15251
GOVT. OF INDIA

Reg. No 353/2023
Sr. No. 174/2023
Dt. 19.08.2023

002957

18 AUG 2023

18 AUG 2023

जोडपत्र-१ /Annexure-I

शपथपतिज्ञापत्रासाठी/Only for Affidavit

विक्री नोंद वही अनु. क्रमांक/दिनांक
Sales Register Serial No/Date:

विकत घेणाऱ्याचे नांव व रहिवाशी पत्ता व सही
Stamp Purchaser's Name/Place of
Residence & Signature

श्री राजेन्द्र गणपत शिंदे परवाना धारक मुद्रांक विक्रे
परवाना क्रमांक एल.एस.व्ही.-८०००००७
जी-३, हेमु क्लासिक इमारत, अल्का विहार हॉटेलच्या बाजूला
एल.आय.सी. कार्यालयाच्या मागे, एस.व्ही.रोड,
मालाड (पश्चिम), मुंबई-४०० ०६४.
या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांचे त्याच कारणासाठी
हा खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.
Tel.: 28607359 / Mob.: 9820141066

Kavinder R Shah
(VBE)

NOTARY
NAWIN KUMAR TIWARI
MUMBAI
THANE, PALGHAR
Reg. No. 15254
GOVT. OF INDIA