



महाराष्ट्र MAHARASHTRA

2019

UV 924629



ग्रामान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
15 FEB 2019
सक्षम अधिकारी

श्री. दि. क. गवई

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

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Mr. Rohitashwa Poddar adult, Indian Inhabitant, the Managing Director of Poddar Housing and Development Limited promoter of the proposed project known as "Poddar Wondercity Phase-I".

I, Mr. Rohitashwa Poddar adult, Indian Inhabitant, the Managing Director of Poddar Housing and Development Limited (Promoter), promoter of the proposed project known as "Poddar Wondercity Phase-I" do hereby solemnly declare, undertake and state as under:

Rohitashwa Poddar

NOT
5-6

फक्त प्रतिभापत्रसाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता

मुद्रांक विक्रीबाबतची नोंद वही अनु क्रमांक

दिनांक

मुद्रांक विकत घेणाऱ्याची सही

परवाना क्रमांक

60000008

मुद्रांक विक्रीचे नाव/पत्ता ज्योती पी.डुआ

६, कोंडाजी विल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०००१२

शासकीय कार्यालयासमोर/ज्यायालयासमोर प्रतिभापत्र सादर करणेसाठी मुद्रांक

काजदाची आवश्यकता नाही. (सातन आदेश दि ०१/०१/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी

केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

जोडपत्र-२/ANNEXURE - II

1580

18 FEB 2019

मुद्रांक विक्री नोंद वही अनु क्रमांक / दिनांक	Serial No. / Date
दस्तावेज प्रकार / अनुच्छेद क्रमांक	Nature of Document
दस्तऐवज नोंदणी करणार आहेत का?	Whether it is to be Registered
होय/नाही	Yes/No
संपत्तीचे प्रोडव्हास वर्णन	Property Description in brief
विकत घेणाऱ्याचे नाव व सही	Purchaser's Name & Signature
असल्यास त्याचे नाव व पत्ता व सही	Through other person then Name & Signature
दुसऱ्या पक्षकाराचे नाव	(Name of the other Party)
मुद्रांक शुल्क रक्कम	(Stamp Duty Amount)
परवानाधारक मुद्रांक विक्रीत्याची सही	JYOTI P DOOA
LSV No.	60000009
६, कोंडाजी ब्लॉक नं. ३, नं. टाटा	Hospital, Parel, Mumbai - 400 012.
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी	मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

AGREEMENT

PODDAR HOUSING AND DEVELOPMENT LTD

UNIT NO. 3-5, NEERU SILK MILLS,

MATHURADAS MILL COMPOUND,

126, N.M. JOSHI MARG,

LOWER PAREL (W) MUMBAI 400 013.

RERA.



1. That promoter has a legal title Report to the land on which the development of the project is proposed.
2. That the project having the encumbrances as per the following:
 - By and under Deed of Hypothecation dated 21st February 2018 executed between Poddar Housing and Development Limited and Vistra ITCL (India) Limited (Debenture Trustee) & Debenture Trust Deed dated 1st March 2018, registered with Sub-Registrar Kalyan-3 on 6th March 2018 executed between Poddar Housing and Development Limited therein referred to as the Borrower, creation of first and exclusive charge by way of Mortgage over Property for Rs. 100 Crores (Rupees One Hundred Crores Only) in favour of Vistra ITCL (India) Limited (Debenture Trustee) on all that pieces or parcels of land or ground situate, lying and being at Village Joveli, Taluka- Ambarnath, District Thane, and on the receivables, insurance policies, movable plants and machinery pertaining to the project.
 - By and under Deed of Hypothecation dated 29th January 2019 executed between Poddar Housing and Development Limited and Vistra ITCL (India) Limited (Debenture Trustee) & Debenture Trust Deed dated 25th January 2019, registered with Sub-Registrar Kalyan-2 on 6th February 2019 executed between Poddar Housing and Development Limited therein referred to as the Borrower, creation of first and exclusive charge by way of Mortgage over Property for Rs. 50 Crores (Rupees Fifty Crores Only) in favour of Vistra ITCL (India) Limited (Debenture Trustee) on all that pieces or parcels of land or ground situate, lying and being at Village Joveli, Taluka- Ambarnath, District Thane, and on the receivables, insurance policies, movable plants and machinery pertaining to the project.
3. That the promoter undertakes to complete the project on or before 30th September 2022.
4. For new Project:

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.
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 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 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.
9. That the promoter have / 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.

Rohitashwa Poddar

Mr. Rohitashwa Poddar
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 at Mumbai on this 12th day of March 2019.

Rohitashwa Poddar

Mr. Rohitashwa Poddar

Deponent
Page 2 of 2

M. S. PRASAD
Adv. & Notary
T/13/102, First Floor,
Juhu Koliwada, H. B. Gawde Marg,
Santacruz (W), Mumbai - 400 049.
Registered Sr. No. 63
Dated 12/3/19
at Page No. 63

