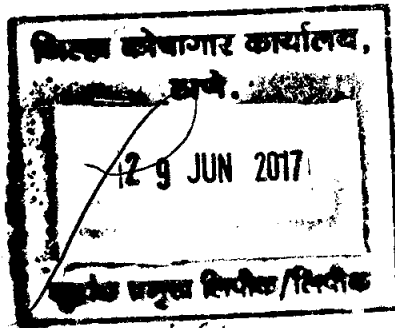


महाराष्ट्र MAHARASHTRA

● 2017 ●

SF 074501



29/6/2017



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

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE
SIGNED BY THE CO-PROMOTER OR ANY PERSON AUTHORIZED BY
THE CO-PROMOTER**

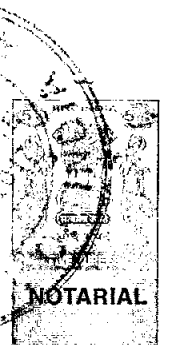
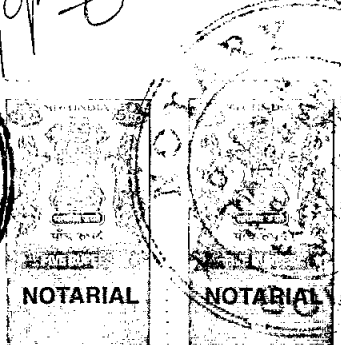
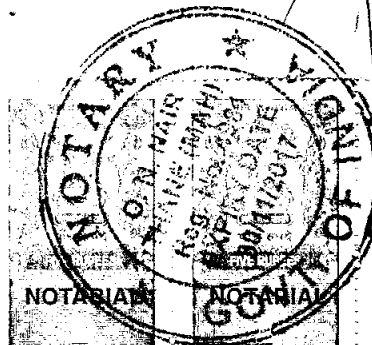
AFFIDAVIT-CUM-DECLARATION

Affidavits cum Declaration of Mahesh Suhas Padalkar and Ghanshyam Vinayak Soparkar the Co-promoter of the proposed project.

We, Mahesh Suhas Padalkar and Ghanshyam Vinayak Soparkar the Co-promoters of the proposed project do hereby solemnly declare, undertake and state asunder:

(Signature of Mahesh Suhas Padalkar)

(Signature of Ghanshyam Vinayak Soparkar)



जोडपत्र - १
फक्त प्रतिज्ञापत्रासाठी

1 - JUL 2017

मुद्रांक विक्री नोंदवही

अनुक्रमांक ४८९०५ दिनांक

मुद्रांक विकत घेणाऱ्याचे नांव सविश मुलस पाडाकर

पत्ता व सही १, निळबंद हनुमंताबाई, सा. ६१, सो. ६१, ०१

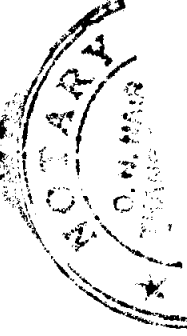
मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)

परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

शासकीय कार्यालयासमोर / न्यायालयासमोर प्रतिज्ञापत्र
सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही.
(शासन आदेश दि.०१/०७/२००८ नुसार)

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

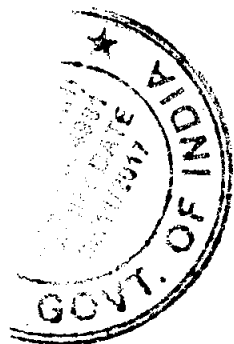


P. G. Thane

10.9086 1391.2360



(2)



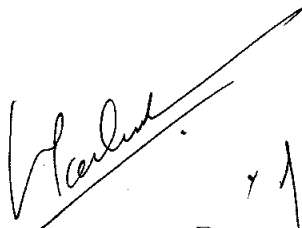
1. We are the exclusive owners of all that pieces and parcels of land bearing Survey No. 28 admeasuring 39,860 sq. meters, lying and being and situate at Village Bhushi, Taluka – Maval, District - Pune within the local limits of Lonavala Municipal Council and in the Registration Sub-district Lonavala and Registration District – Pune (hereinafter referred to as said property or Project Land). By Development Agreement, dated 31st July 2010, we granted development right to Promoter, under the said Development Agreement, as per the said Development Agreement gross sale proceed from the sale of Villa has to be share between Promoter and us, in ratio of 69% to the Promoter and 31 % to the Co-Promoter. The said Development Agreement dated 31st July, 2010 is duly registered before the Sub-Registrar of Assurance, Lonavala at Sr. No. LVL/3221/2010. Under the said Development Agreement, Promoter is responsible and liable to develop the said property in the manner as stated in the said Development Agreement.
2. Promoter has obtained term loan from Tata Capital Housing Finance Limited and executed Deed of Simple Mortgage dated 15/1/2016 by mortgaging the said property on the terms and conditions therein contained. The said Deed of Simple Mortgage Deed is duly registered before Sub-Registrar of Assurance Lonavala at Sr. No. 173/2016.
3. The Promoter has already given Affidavit-cum-Declaration of the date of the completion of the project and manner in which the project will be completed. We will abide by the same and facilitate to complete the project.
4. The said project is new project. The seventy per cent of the amounts to be realized from 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. As and when we sell the said area allotted to us, we will deposit it in separate account and the amounts from the separate account shall be withdrawn in accordance with Rule 5.
6. The promoter has given an undertaking to 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. The Promoter has given an undertaking that Promoter shall take all the pending approvals on time, from the competent authorities and if required we will facilitate the same.
8. The Promoter has given an undertaking that 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. The Promoter has given an undertaking that Promoter shall furnish such other documents as have been prescribed by the rules and regulations made under the Act and if required we will facilitate the same.

[Signature]

[Signature]

(3)

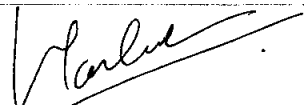
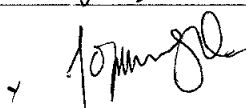
10. The Promoter has given an undertaking that Promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case maybe and we will be bound by the same.

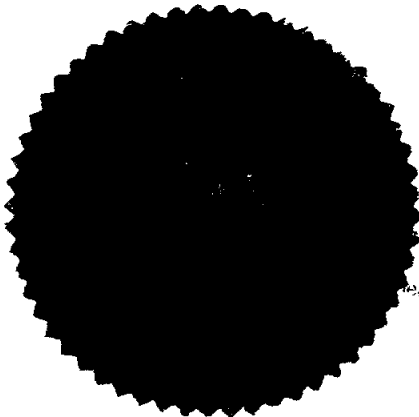

Deponent

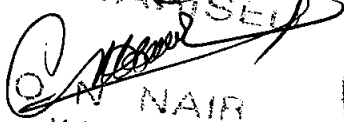
Verification

The contents of our above Affidavit cum Declaration are true and correct and nothing material has been concealed by us therefrom.

Verified by me on 29 JUL 2017 of

Mahesh Suhas Padalkar	
Ghanshyam Vinayak Soparkar	



NOTARISED

O. N. NAIR
M.A. B.Ed., LL.B.
ADVOCATE & NOTARY
Vaibhav Apt. Ground Floor
Near Municipal School No. 1, Tembhi Naka
Thane (W) - 400 601
Date: 29 JUL 2017

