



महाराष्ट्र MAHARASHTRA

2016

27 JUN 2017

AB 333337



FORM 'B'
[See rule 3(4)]

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 MR. DHANANJAY ANAND SANDU, Partner of
TRIDHAATU BHAVESHWAR DEVELOPERS LLP, having registered office at 5th Floor, B-
Wing, Shrikant Chambers, Near R. K. Studios, Chembur, Mumbai- 400071- "PROMOTER"
of the proposed project/duly authorized by the promoter of the proposed project, vide
its/his/their authorization dated 22nd June, 2017;



I, **MR. DHANANJAY ANAND SANDU**, Partner of **TRIDHAATU BHAVESHWAR DEVELOPERS LLP**, having registered office at 5th Floor, B- Wing, Shrikant Chambers, Near R. K. Studios, Chembur, Mumbai-400071 "**PROMOTER**" of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. I say that **BHAVESHWAR VILAS CO-OPERATIVE HOUSING SOCIETY LIMITED** ("**the Owners**") are the Owners of and are seized and possessed of and other well and sufficiently entitled to all that piece and parcel of land bearing Plot No.55, CTS Nos.935, 935/1 to 935/6, lying being and situated at 17th Road, Chembur, Mumbai- 400071 ("**said Property**"). The Owners have granted to Promoter development rights of the said Property vide Development Agreement dated 3rd July, 2014, registered under Sr. No.KRL1/5629/2014 on 08.08.2014 ("**said Development Agreement**"). That the Promoter has a legal title to the said Property on which the development of the project is proposed AND a legally valid authentication of title of the said Property along with an authenticated copy of the Index II the said Development Agreement between the Owners and Promoters for development of the real estate project is enclosed herewith.
2. That the said Property is free from all encumbrances other than the Charge created in favor of "**HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED**", a company established under the Companies Act, 1956 and having its Registered Office and branch office at Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai – 400020, as and by way of mortgage of the development rights and all scheduled receivables of sold/unsold units in respect of the said Property.
3. That the time period within which the project shall be completed by the Promoter is 31st December, 2022.
4. That 70% (seventy per cent) of the amounts realized by the 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, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the Project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That Promoter shall get the accounts audited within 6 (six) months after the end of every financial year by a Chartered Accountant in practice, and shall produce a statement of accounts duly certified and signed by such 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.
8. That Promoter shall take all the pending approvals on time, from the competent authorities.
9. That Promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Real Estate (Regulation and Development) Act, 2016 Act.
10. That Promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

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 13th day of July, 2017.

NIRANJAN R. JAGTAP
ADVOCATE & NOTARY

101, Krishna Leela, Khokhani Lane,
Opp. BSES Office, Ghatkopar (E),
MUMBAI 400 077.

NOTARY

VERIFICATION

BEFORE ME

NOTARY
BRIHAN MUMBAI

DEPONENT
MR. DHANANJAY ANAND SANDU

DEPONENT
MR. DHANANJAY ANAND SANDU

BEFORE ME

Notarial Sr. No. 425
Date 13/07/2017