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Form 'B'

<u>Declaration, Supported by An Affidavit, which shall be Signed by</u>
<u>the Promoter or any Person Authorized by the Promoter</u>

AFFIDAVIT CUM DECLARATION

I, Duarkanatherao, duly authorized signatory of Sanvo Resorts Private Limited, a Private Limited Company registered under the Companies Act, 1956 and having its registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West), Mumbai-400 080, the Promoter of the proposed Real Estate Project ("the Promoter") do hereby solemnly declare, undertake and state as under:

I am Authorized Signatory of Sanvo Resorts Private Limited. Sanvo Resorts Private Limited has authorized me to execute the present Affidavit cum Declaration vide authorization dated 01st July, 2017.

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कवरा पविद्यापभासाठी

शासकीत कार्या कार्यात्री विद्यान मेर प्रतिकाषण सारर कर्यात्राति मुर्जेट कर १४% मास्टर्सकल नाही (शासन पार्वेश हि. ७३/००/२००५ नुसार)

हारणासाठी प्यांनी सुद्राक सरेदी केन्द्र त्यांकी त्याच कारणासाठी सुद्रांक सरेदी केन्द्रायक्ष्म ६ महिन्साव कार्याचे केन्द्रायक आहे

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The Whole Project is known as 'Marathon Nexzone' ("Whole Project") comprising of all the buildings in the sanctioned Layout. The Whole Project consists of development of various Real Estate Projects. The building to be known as 'Marathon Nexzone Cedar' is consisting of Lower Ground level (Parking), Ground(Parking), Ist and 2nd Level (part residential and part parking) being Ground, 1st, 2nd & 3rd Residential floors, 3rd Level (part podium and part residential) being closest to 4th Residential floor and 5th to 27th Residential floors (sanctioned) and proposed upto 33rd habitable floors(proposed). The building to be known as 'Marathon Nexzone Cedar' is divided into two Real Estate Projects to be known as 'Marathon Nexzone Cedar-1' and 'Marathon Nexzone Cedar-2' the details of which are as follows:-

- i. 'Marathon Nexzone Cedar-1' consisting of Lower Ground level (Parking), Ground (Parking), 1st and 2nd Level (part residential and part parking) being Ground, 1st, 2nd & 3rd Residential floors, 3rd Level (part podium and part residential) being closest to 4th Residential floor and 5th to 20th residential floors (sanctioned) is proposed as a 'Real Estate Project' to be known as 'Marathon Nexzone Cedar-1' ("the Real Estate Project").
- ii. 'Marathon Nexzone Cedar-2' comprising of 21st floor to 27th floor (sanctioned) and upto 33rd floors (proposed) is proposed as a 'Real Estate Project' to be known as 'Marathon Nexzone Cedar-2' ("the Real Estate Project").
- The Promoter has a legal title Report to the land on which the development of the Whole Project/Real Estate Project is to be carried out.

AND

- a legally valid authentication of title of such land of the Real Estate Project/Whole Project has been uploaded on the RERA website. The Agreement for Sale and the Schedules and Annexures thereto are still under preparation. The Promoter confirms that, the Promoter shall adhere to the Real Estate (Regulation and Development Act), 2016 ("RERA") and read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("MAHA RERA Rules") for preparation of the above mentioned documents and shall upload them as soon as they are ready.
- 2. (a) That the Real Estate Project land is free from all encumbrances.
 - (b) There is no litigation in respect of the Real Estate Project as on date.
- 3. That the time period within which the Real Estate Project shall be completed by the Promoter is as per the date as disclosed on the RERA website.
- 4. Real Estate Project is a new project;
 - (i) That seventy per cent of the amounts to be realized hereinafter 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 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 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 Real Estate Project have been utilised for the Real Estate Project and the withdrawal has been in compliance with the proportion to the percentage of completion of the Real Estate 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 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.

Deponent

For Sanvo Resorts Private Limited

DwarkanathkRao

(Authorized Signatory)

Verification

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 Mulund on this 18th day of October, 2019.

Deponent

For Sanvo Resorts Private Limited

Dwarkanath k-Rao

(Authorized Signatory)

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BEFORE ME

MRS. SANJANA S. TANAWADE

B.A.LL

Advocate & Notary

Regd. No. 10343 8, Pande Niwas.

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Tulseth Pada, Lake Road, Bhandup (W), Mumbai - 400 078,

