

महाराष्ट्र MAHARASHTRA

**2019** 

VA 672312





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



## AFFIDAVIT-CUM-DECLARATION BY THE PROMOTER

Affidavit cum Declaration of Shri. Ajay Pratap Ashar, Partner of the Promoter M/s. Ashar Realtors of the new project

I, Ajay Pratap Ashar, Partner of the Promoter M/s. Ashar Realtors, of the ongoing project do hereby solemnly declare, undertake and state as under:





8 JUN 70191

जोडपत्र—2/Annexure - II खालील शिक्का प्रतिज्ञापत्रा व्यतिरिक्त वापरण्यात येणा—या मुदांकावर उमटवावा/

(Except affidavit, this seal put for all documents) मुद्रांक विकी नोंदवही अनुक्रमांक / दिनांक (Serial No./Date ) 118 NN 5010 दस्ताचा प्रकार (Name of Document) दस्त नोंदणी करणार आहेत का होय/नाही Yes/No (Whether it is to be registered) मिळकतीचे थोडक्यात वर्णन (Property Description in brief) 5) मुद्रांक विकत घेणा-याचे नाव व सही (Stamp Purchaser's Name & Signature) 6) हस्ते असल्यांस त्याचे नाव,पत्ता व सही (If through other person then, Name, Address & Signature) Purchaser Sd/-दुस-या पक्षकाराचे नाव (Name of the other party) मुद्रांक शुल्क रक्कम (Stamp Duty Amount) परवानाधारक/मुद्रांक विकेत्याची सही परवाना कमांक जुना कमांक - 06/2003 (नविन परवाना कम्रांक - 1201015) सौ. एच. डी. पाटील-वृध्दी टायपिंग ॲण्ड कम्प्युटर सेंटर, मयुरेश बिल्डिंग, टेंभीनाका, ठाणे-प-400601

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यानी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६/सहा महिन्यात

वापरणे बंधनकारक आहे.)

- - 1. That, the Promoter has a legal title Report to the land on which the development of the project is being carried out and a legally valid authentication of title of such land along with an authenticated copy of the Deed of Assignment between such Original Lessee and promoter for development of the real estate project.
  - 2. That the details of encumbrances being the finance availed by the Promoter from IDBI Trusteeship Services Limited for construction of the project and the creation of the security of the project plot/land in favour of the IDBI Trusteeship Services Limited are enclosed herewith.
  - 3. That the time period within which the project shall be completed by the promoter is 31st December,2024;
  - 4. That seventy per cent of the amounts to be realised 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 of 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.
  - 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 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.

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- 8. That the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under subsection (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.

stay total

Deponent

## **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 **THANE** on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019.

Deponent

NOTED

NOTARY SAUNDATTIKAR B.A.,LL.B ADVOCATE HIGH COURT

Mayuresh Apartment,

Dip, Municipal Marathi School No.1,

Wagnibhali Naka, Thane (W) - 400 601

= 6 AUG 2019

= e vnc 5016

## <u>Details of Encumbrances on Project Ashar Maple</u> <u>as on 31-07-2019</u>

Sr. No.	Facility Amount	Charge Holder/ Mortgagee	Mortgagor	Description of the Security	Documents executed for creation of Charge/Security
1	65,00,00,000/-	IDBI Trusteeship Services Limited	M/s. Ashar Realtors	Mortgage of all unsold units in the project together with exclusive charge on all the receivables from the sold and unsold units as described into indenture of Mortgage dated 30.70.2016	Indenture of Mortgage dated 30.70.2016 between IDBI Trusteeship Services Limited and M/s. Ashar Realtors

Note: Total Sanctioned Credit Limit on the entire project i.e Wing A and Wing B is Rs. 65, 00,00,000/-

For Ashar Realtors,

Partner