



महाराष्ट्र MAHARASHTRA

2017

SE 699428



FORM 'B'

[See rule 3(6)]



श्री. प्र. ना. चिंचघरे

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. Abhijit Kothare duly authorized by the Promoter of the proposed project "Amantra Phase II", situated at Village Ranjanoli, Taluka Bhiwandi, District Thane, Maharashtra by Letter of Authority dated 15th December 2016.

I, Abhijit Kothare, duly authorized by the Promoter of the proposed project do hereby solemnly declare, undertake and state as under:



197 **आदेश-१/ANNEXURE - 1**

प्राप्त दिनांक: 21 JUN 2017

प्राप्त दिनांक: 21 JUN 2017

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महाराष्ट्र MAHARASHTRA

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SE 699429



श्री. प्र. ना. विचयरे

1. That the Promoter has a legal title report to the land on which the development of the proposed project is to be carried out.

AND

A legally valid authentication of title of such land along with an authenticated copy of such agreement between such owner and Promoter for the development of the real estate project is enclosed.

2. That details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details are annexed as

Annexure A.



21 JUN 2017

शुद्धांक विज्ञान दस्तावेजों के माध्यम से।
 (१९८०-८१)।

21 JUN 2017

(Percent) / (hours)

कुलाक विजय भण्डारणे नांव या रीतिवादी पणा

Stamp Purchaser Name/Place of Residence & Signature/

५४३०००-११:०१ - २०१६ विज्ञान प्रयोगशाला

Jyoti K. Pooja

15V 100 6000000

6. Religious Inds. No. 3, Nr. Tata

Hospital: 11111, Number: 400 012.

1. *What is the main purpose of the study?*

[illegible]

આશીર્વાદો આપવામાં આવે છે.

संस्कृतभाषायां च अन्विष्टानि सप्तमस्तु।



महाराष्ट्र MAHARASHTRA

० 2017 ०

SE 699430



श्री. प्र. ना. दिवसरे

3. That the time period within which the project shall be completed by me/promoter from the date of registration of project shall be 31st March 2018.

4. For ongoing project on the date of commencement of the Act:

- (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.



744 अतिरिक्त-१/APPENDURE - I

कृपया ध्यानपूर्वक पढ़ें - Please read carefully

मार्गदर्शक कोषा-संकेतों की संख्या ३ अथवा ३-जि.सं.
(Serial No. / Mark)

अनुमति प्राप्त हुए-प्राप्त होने पर ही निदेशावली बनाए
मानक (standard) बनाए/प्राप्त होने पर केवल-मानक & Signature

21 JUN 2017

मार्गदर्शक कोषा-संकेतों की संख्या
JYOTI P. NOOA

ISV No. 8000000

6, Koriyaji Bldg. No. 3, Mr. Tata
Hospital, Varel, Mumbai - 400 012.

1. मार्गदर्शक कोषा-संकेतों की संख्या / या केवल-मानक (standard) बनाए/प्राप्त होने पर केवल-मानक & Signature
2. मार्गदर्शक कोषा-संकेतों की संख्या / या केवल-मानक (standard) बनाए/प्राप्त होने पर केवल-मानक & Signature
3. मार्गदर्शक कोषा-संकेतों की संख्या / या केवल-मानक (standard) बनाए/प्राप्त होने पर केवल-मानक & Signature
4. मार्गदर्शक कोषा-संकेतों की संख्या / या केवल-मानक (standard) बनाए/प्राप्त होने पर केवल-मानक & Signature
5. मार्गदर्शक कोषा-संकेतों की संख्या / या केवल-मानक (standard) बनाए/प्राप्त होने पर केवल-मानक & Signature



Sanjay Kumar Singh, Lower
Mumbai - 400 012
Sanjay Kumar Singh, Lower
Mumbai - 400 012



महाराष्ट्र MAHARASHTRA

० 2017 ०

SE 699432

प्रधान मुद्रांक कार्यालय, मुंबई
प.नं.वि.सं. ८०००००९
- 9 JUN 2017
सक्षम अधिकारी

श्री. प्र. ना. चिमणे

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.



2473 अक्षर-4/ANNEVILLE-1

क्रेता: एनिल एम्बेरी / Anil P. Ambekar
प्राप्तक: दिनांक 21 जून 2017
Serial No. / क्र. 1

प्राप्तक: दिनांक 21 जून 2017
Serial No. / क्र. 1
Buyer's Purchaser Name/Place of Residence

प्राप्तक: दिनांक 21 जून 2017
Serial No. / क्र. 1
Buyer's Purchaser Name/Place of Residence



प्राप्तक: दिनांक 21 जून 2017
Serial No. / क्र. 1
Buyer's Purchaser Name/Place of Residence

प्राप्तक: दिनांक 21 जून 2017
Serial No. / क्र. 1
Buyer's Purchaser Name/Place of Residence

प्राप्तक: दिनांक 21 जून 2017
Serial No. / क्र. 1



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.


TATA HOUSING DEVELOPMENT COMPANY LTD.
MUMBAI
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 Mumbai on this 4th day of June 2017.


TATA HOUSING DEVELOPMENT COMPANY LTD.
MUMBAI
Deponent

Identified by Me


(D.A. Kashyap)

Advocate High Court, Mumbai

Before Me

BEFORE ME

HEMANT JANGAM
NOTARY, GOVT. OF INDIA
MUMBAI, MAHARASHTRA

Reg. No. 11/218XV/11
Sr. No. 841 Pg. No. 74
Date: 04 JUL 2017

04 JUL 2017



ANNEXURE A

LIST OF ENCUMBRANCES ON THE AMANTRA PHASE II OF THE PROJECT

A. List of Disclosure

(i) IDBI Bank: Tata Housing Development Company Limited has obtained working capital facility from IDBI Bank on 11 June, 2015. Security being 1st Pari Passu Charge by way of hypothecation on the entire assets of Tata Housing Development Company Limited and Collateral being Negative Lien on Eruchshaw Building.

(ii) State Bank of India: Tata Housing Development Company Limited has renewed its Cash Credit Facility of State Bank of India on 17 March, 2017. Security for the same being Hypothecation on the entire current assets present and future of the Tata Housing Development Company limited on Pari Pasu basis with other banks under Multiple Banking Arrangement.

(iii) IDFC Bank: Tata Housing Development Company Limited has obtained various banking facilities / financial assistance such as Short Term Loan / Working Capital Demand Loan, Over draft, Letter of Credit, Bank Guarantee dated 2 December, 2015. Security for the same being 1st Pari Passu Charge on the current assets of Tata Housing Development Company limited

(iv) The HSBC Limited: Tata Housing Development Company Limited has obtained various Working Capital Facilities such as Over Draft, Working Capital Loan, Documentary Credit, Deferred Payment Credit, Guarantee dated 23 May 2013. Security for the same being Pari Passu Charge over Stock and receivables.

(v) Deutsche Bank AG: Tata Housing Development Company Limited has obtained various banking Facilities vide its letter dated 23 March, 2016. Security for the same being Hypothecation on stocks and book –debts of the Tata Housing Development Company limited on Pari Pasu basis with other banks under Multiple Banking Arrangement.

(vi) ICICI Bank Limited: Tata Housing Development Company Limited has obtained various working capital facilities dated 21 April, 2015. Security for the same being 1st Pari pasu charge by way of hypothecation of the Tata Housing Development Company Limited's stocks of raw materials, semi-finished and finished goods, consumable stores and spares and such other moveable including book-debts, bills whether documentary or clean, outstanding monies, receivable both present and future in the form and satisfaction of the bank. The security shall exclude stocks, receivable and other assets of those project for which Tata Housing Development Company Limited has availed specific funding / construction finance.

B. Litigations

1. Regular Civil Suit No. 668/2011, Mansukhlal Samaria vs. Eco Homes Townships Pvt. Ltd., and Tata Housing Development Company Limited before Bhiwandi Civil Judge of Junior Division.
2. Special Civil Suit No. 1021/2011, Mansukhlal Samaria vs. Eco Homes Townships Pvt. Ltd., and Tata Housing Development Company Limited, before Bhiwandi Civil Judge of Senior Division, Link Court, Bhiwandi.





3. WP No - 5760/2016 Reg No- 11001/2016, Mansukhlal Samaria vs. Eco Homes Townships Pvt. Ltd. and Tata Housing Development Co. Ltd. before High Court Bombay.

4. Regular Civil Suit No.594/2009, Ratan B. Patil V/s. Ecohomes Townships Pvt. Ltd. and Tata Housing Development Co. Ltd., Before Civil Judge Junior Division, Bhiwandi.



