

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

the said building no.2 is having ----- square meter and the same is to be utilized consumed by paying premium to KDMC as per Development Control Rule and Regulation on the building no. 2

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

LOTUS

भारत INDIA

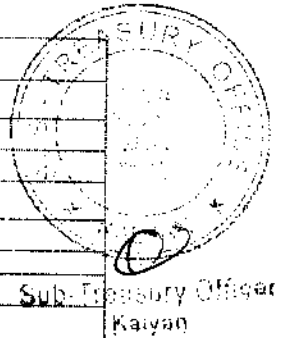
no. 6 and 7 are having each premium ----- square meter. The said building no. 6 and 7 are to be utilized consumed on building by paying premium to KDMC as per Development Control Rule and Regulation on the building no. 2

महाराष्ट्र HARASHTRA

2017

SB 275701

Treasury Allotment Date and No. 12.07.2017 (SB 275701)	Serial No. 2797 /17 Date 26/7/17
Nature of Document/Article No.	
Whether it is to be Registered -	If Registrable Name of S.R.O.
Property Description in brief	As per the Document
Stamp Purchaser's Name	Asif Zojawalla Kalyan
If through other person then Name & Address	Vasant Waghmare
Name of the Other Party	
Stamp Duty Amount	Rs.100/-
Stamp Purchaser's Signature and Date	Shri Jay R. Birwadkar, Stamp Vendor, Ls. No. 1206030 Kumbhar Chawl, Netivali, Kalyan (E) 421 306 (M) 9890732173



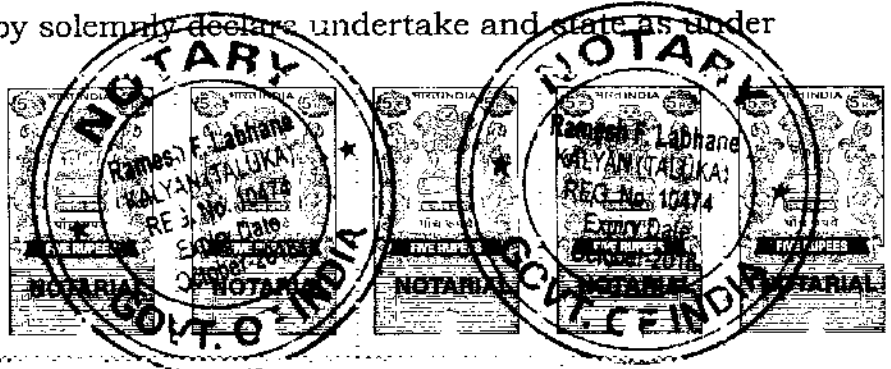
ज्या करणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन सहा महीन्यात वापरणे बंधनकारक आहे

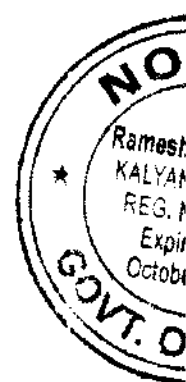
12 JUL 2017

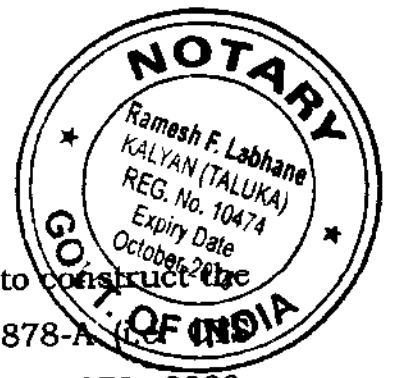
FORM "B"
[See Rule 3 (6)]

AFFIDAVIT CUM DECLARATION

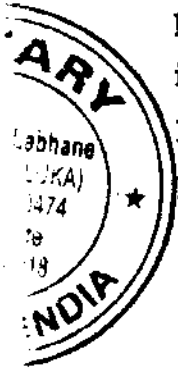
I /We, **Mr. Asif Abedin Zojawalla**, age 55 years occupation - business address at 214, Sai Vihar, Sai Path, Kalyan (W), 421301, the partner of the M/s. **Honest Infra**, a partnership firm (herein after referred to as " a Said Firm ") do hereby solemnly declare undertake and state as under

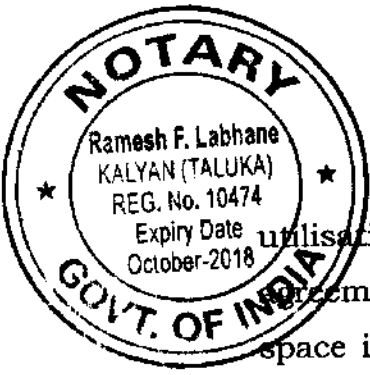






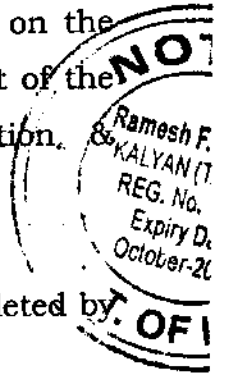
1. I say that the promoter i.e. M/s. Honest Infra is entitled to construct the building no. 2 on the plot of land bearing CTS No. 2878-A (CTS No. 2878, 2879, 2880, 2881, 2882 and 2911) totally admeasuring 4960 sq. mtrs. Out of 1240.50 square meter also along with recreational garden spaces as shown on the plan annexed hereto by green dots admeasuring 459.00 thus totally admeasuring 1699.50 sq. metres for the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of 3713.00 sq. metres situate at Kalyan City, Tal - Kalyan, District Thane and within the jurisdiction of Kalyan Dombivali Municipal corporation (hereinafter and referred to as "said land") and **the said building no.2 is eligible for permissible TDR of 1556.65 square meter and the said eligible FSI is to be utilized and consumed on the said building no. 2 as per Development Control Rules and sanctioned plan of Kalyan Dombivali Municipal Corporation.** I enclose the authenticated copy of the title of Adv. S. D. Jallawar dated 21.12.2013 along with the copies of the agreement between owner - **Gautam Udaykumar Divadkar & other** and promoter mentioned in the title report for development of real estate project. **The owner- Gautam Udaykumar Divadkar & other are developing Building no. 1 with sanctioned plan consisting of B+G+1 which has potential to develop 2nd and 3rd on the said building**
2. I say that we are constructing a project namely "DIWADKAR LOTUS" on the said property/ said land. We intend to develop one building namely building no. 2 and the said building no.2 is to be constructed by utilizing TDR and premium as purpose future expansion on the said land for which we hereby apply for grant of registration of real estate project for one building namely Building No.2 (hereinafter referred as "DIWADKAR LOTUS")
3. I say that as per the terms of the agreement dated 31.12.2012 we are entitled to construct building on the third schedule and further to construct additional floors by way of obtaining revise sanction and accordingly we propose to have alterations and modifications in the existing sanctioned plan thereby converting first habitable floor into recreational area and further have additional construction on the top floor as presently sanctioned thereby having four habitable additional floors generating certain additional flats and we intend to sell and transfer the same to the intending purchaser and to have the sole

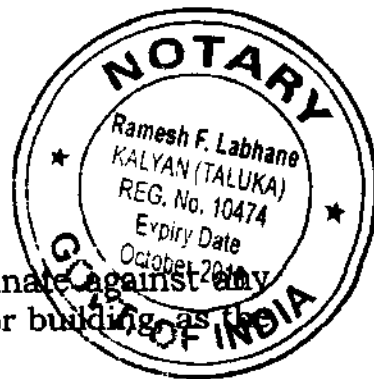




utilisation and appropriation thereof and further in terms of the agreement and after availment of such potentiality of additional floor space index, the balance available and residual floor space index along with increases and incentives therein being for the sole utilisation and appropriation of the Owner as inter-se agreed therein, the Owner as envisaged and provided in the agreement is entitled to use, utilise and consume the same on the property described in schedule of the agreement by obtaining revise sanction as they may desire and deem fit and proper. I state and declare that the building under construction on the property described in third schedule shall only form an integral part of registration under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016 and the construction of the building on the property described in the second schedule shall not form a part of the registration under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016.

4. I say that the project land is free from all encumbrances.
5. I say that the time period within which the project shall be completed by the promoter By **31.12.2019**
6. I further declare and undertake that seventy per cent of the amounts realized by me / promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be nominated in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
7. I state and declared that 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 during the audit that the amounts collected for a particular project have been utilized for the project and the withdraws has been in compliance with the promotion to the percentage of completion of the project
8. I say and declare that the promoter shall take all the pending approvals on time, from the competent authorities.
9. I say and declare 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.
10. I say and declare that the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.





11. I say and declare 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

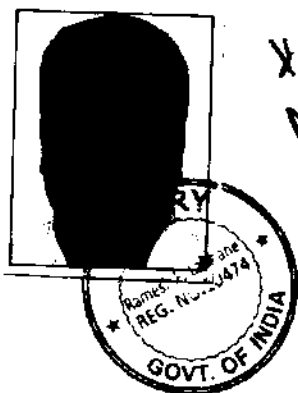
xx
Asif Zojawalla

Verification

I, We, **Mr. Asif Abedin Zojawalla**, age 55 years occupation – business address at 214, Sai Vihar, Sai Path, Kalyan (W), 421301, the partner of the M/s. **Honest Infra**, a partnership firm, a promoter of the proposed project known as "Diwadkar Lotus" duly authorised by the promoter of the proposed project, do hereby solemnly declare that The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at 30th on this July day of 2017.

Deponent



xx
Asif Zojawalla



Before me

R. Labhane
Ramesh F. Labhane
Notary-Govt of India
KALYAN (Taluka)
Dist-Thane

30 JUL 2017

Noted & Registered
at Serial No 186/2017