

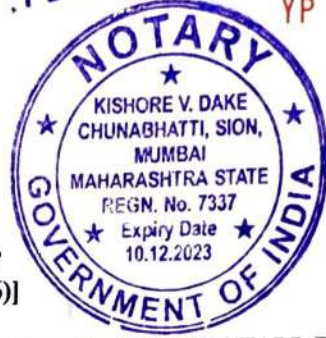


महाराष्ट्र MAHARASHTRA

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12 AUG 2021

YP 951728



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

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE CO-PROMOTER NO. 1 M/S. CRESCENT BUILDERS, THROUGH THEIR PARTNER

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s. Crescent Builders (hereinafter referred to as "the Co-Promoter No.1") through its Partner Mr. Vikas N. Raikar, having his address at A-101 Pearl Belleza (formerly known as Hotel Pearl), D. K. Sandu Marg, Chembur, Mumbai – 400 071 of the ongoing Project.

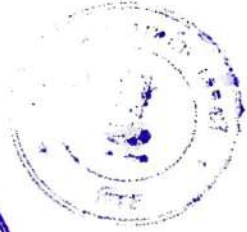
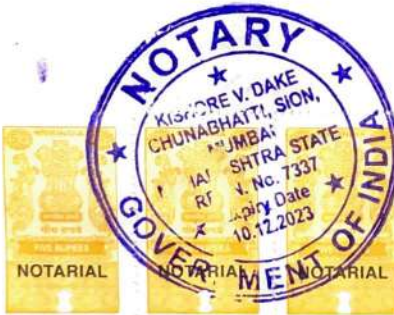
I, Mr. Vikas Raikar, partner of the Co-Promoter No.1 of the ongoing Proposed Project, do hereby solemnly declare, undertake and state as under:

V. Raikar

12 AUG 2021

आडपत्र-२/ Annexure-II

१. मुद्रांक विक्ती मॉडवली अनु. क्रमांक	११५५४ दिनांक
२. दस्तावेज प्रकार	AFF
३. दस्त मोदणी करणार आहेत का?	होय / नाही
४. विक्रेत्याची धोरणव्यात वर्णन -	
५. मुद्रांक विकत घेणाऱ्याचे नाव	Vikash N Railcar
६. दुसऱ्या पक्षाकराचे नाव	
७. हजेत असल्यास त्याचे नाव, पत्ता व सही	Anand
८. मुद्रांक शुल्क रक्कम	100
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/ पत्ता	रामदास रिक. पत्रकारिता परवाना क्र. ६३०१२३ २५/१०, सेक्टर-२२, गुर्ग, मा. मुंबई ४०० ००३
ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केलाचा प्रामाण्य मानल्यात वापरणे संघनकारक आहे.	





1. The promoter has a legal title Report to the land on which the development of the project is proposed Senroofs Building No. D1 (Wing B) known as Senon. On 14th December, 1993 the Promoter has entered into an Agreement with Janardhan Atmaram Patil & Others and M/s. Crescent Builder (Co-Promoter No. 1) for the purpose of development of the Co-Promoter No. 1's property. On 29th April, 2002, Supplementary Agreement has been executed between the Promoter and the Co-Promoter No.1, whereby co-Promoter No.1 permitted the Promoter to develop the Owner's property entirely.
2. There are certain litigations pending before the Judicial and quasi-judicial authorities against the Promoter viz.
 - a) Suit No. 3051 of 2011 (in High Court of Bombay) filed by Indumati Dattaram Patil and 45 others, against the Promoter and its partners for declaration that the Agreement dated 14th December, 1993, Power of Attorney and Declaration registered by the partners of the Promoter on 11th December, 2002 and Development Agreement dated 14th December, 1993, have been revoked, for possession of the property and the said Notice of motion is pending for hearing and final disposal.
 - b) RTS Appeal No. 01 of 2017, before Dy. Collector, (Appeal), Bandra, Mumbai filed by Nilesh Dattaram Patil against Janardhan Atmaram Patil and others challenging an order dated 20.09.2016 which is pending.
3. That the time period within which the project shall be completed by promoter is 31st December, 2027.
4. That seventy percent of the amounts realised by 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 by the Promoter.
6. That the Promoter shall get the accounts audited within six months after the end of every financial year by a practising Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practising 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.

W. R. S.

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.

For Crescent Builder
FOR CRESCENT BUILDERS
W. Ravi
Partner PARTNER
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 1st day of DEC. 2021

For Crescent Builders
FOR CRESCENT BUILDERS
W. Ravi

Partner PARTNER
(Deponent)

BEFORE ME

[Signature]
1.12.2021
K. V. DAKE B.Com. LL.B.
NOTARY GOVT. OF INDIA
Advocate High Court, Mumbai
Janta Market, Shop No. 35,
Near Chembur Rly. Station, Chembur
Mumbai-400 074. Mob: 9869103444

Before me

01 DEC 2021

Identified by me

