

தமிழ்நாடு तमिलनाडु TAMIL NADU

30 SEP 2023

24AC 926075

D. KAUTHAMAN
STAMP VENDOR
No.1090/B4/CH(C)/2021
No.6, Mandaveli Cross Street,
Kilpauk, Chennai – 600 010.

S. Murugan
& Others.

FORM 'B'
[See rule 3(4)]

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 S. Murugan (1), K.S. Murugesan (2) Owners, Power Agents & Promoters - M. Madhav Singh Rathore (3), Sreeshan (4) and A.Sanavulla (5) Owners and Promoters of the project named as **"Tirumalai Garden"** comprised in Survey No. 26/8, 9, 10, 11, 12A, 12B, 13, 14, 15, 16, 17 and 242/4 measuring an extent of 7.46 Acre (30189.55 Sq.mts) situated in Munugapattu Village, Munugapattu Panchayat, Cheyyar Panchayat Union, Cheyyar Taluk, Tiruvannamalai District, Tamilnadu.

1. S. Murugan. 4.
2. K.S.M
3.
5. A. Sanavulla.

That S. Murugan (1), K.S. Murugesan (2) Owners, Power Agents & Promoters --- M. Madhav Singh Rathore (3), Sreeshan (4) and A.Sanavulla (5) Owners and Promoters of the proposed project do hereby solemnly declare, undertake and state as under:

1. That We, S. Murugan (1), K.S. Murugesan (2) Owners, Power Agents & Promoters --- M. Madhav Singh Rathore (3), Sreeshan (4) and A.Sanavulla (5) who possess a legal title 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 the agreement between such owner and promoter for development of the project is enclosed herewith.
2. That the said land is free from all encumbrances.

   OR

   Possess such encumbrances as on today including details of any rights, title, interest or name of any party in or over such land, along with details.
3. That the time period within which the project completed by me.
4. That seventy per cent of the amounts realised by me/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, as far as building is concerned. For layout projects, it will be cost of development and the land cost.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn only after due certification by an engineer, architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project, as far as building is concerned. For layout projects, the withdrawal can be done after obtaining a certificate from the Architect / Licensed Surveyor stating that the project has been

S. Murugan. K.S. A. Sanavulla.

developed and completed in all respects as per the layout approved by the competent authority.

6. That We/ shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant to the Authority and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawals have been made in compliance with the proportion to the percentage of completion of the project.
7. That We/ shall take all the pending approvals on time, from the competent authorities.
8. That We/ have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
9. That We/shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

S. Murugan K.S.M Murthy

A. Samuel.

Deponents

Verification

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 Chennai on this 02nd day of February 2024.

Deponent