भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2017 ◑

NAGPUR TREASURY
SC 587860
10 JUL 2017
Stamp Head Clerk / Sr. Clerk

NOTARY PRAKASH M. DURGE Nagpur Dist.(M.S.) Regd. No.5943 GOVT OF INDIA

NOTARIAL Reg.
Entry No. 923
Date 29 JUL 2017

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

We, **Developer M/s Shewalkar Developers Ltd.,** through its Managing Director Ashutosh Shewalkar, of the proposed project named as **"Ram Shewalkar Parisar-The Business Park"** situated at Nazul Plot No. 1, Sheet No. 3-C and containing by admeasurement 2566.44 Sq. Mtrs. (OR 27,625.16 Sq. Ft.), being a portion of Nazul

FOR SHEWALKAR DEVELOPERS LIMITED

MANAGING DIRECTOR

Plot No. 6, Sheet No. 2-D thus totaling 29,228.79 Sq. Mtrs. (OR 3,14,618.31 Sq. Ft.) and Piece and Parcel of land containing by admeasurement 1654.12 Sq. Mtrs. (OR 17804.94 Sq. Ft.) comprising the SOUTH-EAST CORNER PORTION closely adjacent to the entire land bearing Nazul Plot No. 1 (One), Sheet No. 3-C, situated at Wani in Tahsil – WANI and District – YAVATMAL do hereby solemnly declare, undertake and state as under:-

1. That, we, Developer have a legal title to the land on which the development of the proposed project is to be carried out by virtue of Sale Deeds bearing nos. 1123/2015 on 16/04/2015 for ALL THOSE pieces and parcels of lands containing by admeasurement 26,662.35 Sq. Mtrs. (OR 2,86,993.53 Sq. Ft.), being a portion of Nazul Plot No. 1, Sheet No. 3-C and containing by admeasurement 2566.44 Sq. Mtrs. (OR 27,625.16 Sq. Ft.), being a portion of Nazul Plot No. 6, Sheet No. 2-D thus totaling 29,228.79 Sq. Mtrs. (OR 3,14,618.31 Sq. Ft.), situated at Wani in Tahsil – WANI and District – YAVATMAL. Thereafter a Correction Deed was executed for rectifying some dimensional errors in the areas mentioned in the aforesaid Sale Deed. This Correction Deed is duly registered in the office of the Joint Sub-Registered, Wani at Sr. No. 1490/2016 on 12/05/2016. The other sale deed is executed for the other portion of the same land comprising of ALL THAT Piece and Parcel of land containing by admeasurement 1654.12 Sq. Mtrs. (OR 17804.94 Sq. Ft.) comprising the SOUTH-EAST CORNER PORTION closely adjacent to the entire land bearing Nazul Plot No. 1 (One), Sheet No. 3-C, situated at Wani in Tahsil – WANI and District – YAVATMAL by virtue of two Sale Deeds at Sr. No. 1890/2015 on 19/06/2015 and at Sr. No. 1491/2016 on 12/05/2016 .
2. That, the said land is free from all encumbrances
3. That, the time period within which the project shall be completed by Developer is 15/10/2025.
4. That, 70% of the amounts realized by Developer for the real estate project form the allottees from time to time, shall be deposited in a separate account to be maintained in a schedule 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, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

FOR SHEWALKAR DEVELOPERS LIMIT

MANAGING DIRECT



6. That, the amount from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project
7. That, we, Developer 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 and it shall be verified during the audit that the amount 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.
8. That, we, Developer shall take all the pending approvals on time, from the competent authorities.
9. That, we, Developer have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That, we, Developer shall not discriminate against any allottee at the time of allotment of any apartment, as the case may be, on any grounds.

Place: Nagpur
Date: 29/07/2017

For M/s Shewalkar Developers Ltd.,

[Ashutosh Ram Shewalkar]
Managing Director
DEPONENT

VERIFICATION

Verified and signed at Nagpur on this **29th** day of **July, 2017** that the contents of Paras 1 to 10 above are true and correct to the best of my knowledge and belief.

I know the deponent

[Advocate]
(S.O. Ahmed)

FOR SHEWALKAR DEVELOPERS LIMITED

MANAGING DIRECTOR
DEPONENT

Sworn Solemnly affirmed by Ashutosh R. Shewalkar who is personally known to me/ Identified by Adv S.O. Ahmed before me this the 29 day of July 17 at Nagpur

PRAKASH M. DURGE
NOTARY
Govt. of India

29 JUL 2017

SEAL OF NOTARY PRAKASH M. DURGE NAGPUR DIST. (M.S.) INDIA REGD. No. 5943 GOVT. OF INDIA