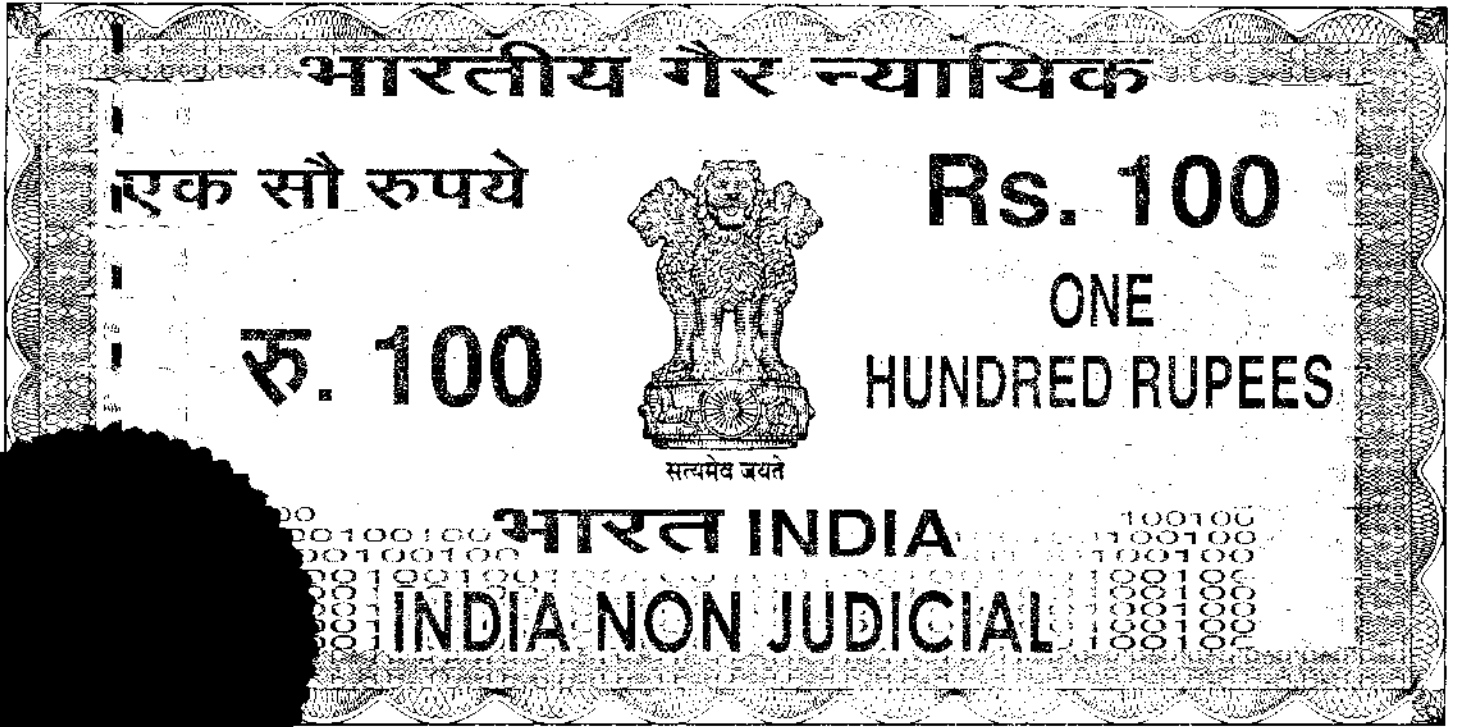




MARASHTRA

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SB 275799

Treasury Allotment Date and No. 12.07.2017 (SB 275799)	Serial No. 2906/17 Date 29.07.2017
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	Shri Gautam U. Diwadkar, Kalyan
If through other person then Name & Address	
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 ज्यानी मुद्राक खरेदी केला त्यांनी त्याच कारणासाठी मुद्राक खरेदी केल्यापासुन सहा महीन्यात वापरणे बंधनकारक आहे

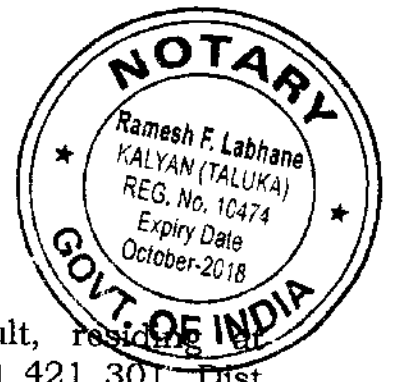
FORM "B"

[See Rule 3 (6)]

AFFIDAVIT CUM DECLARATION





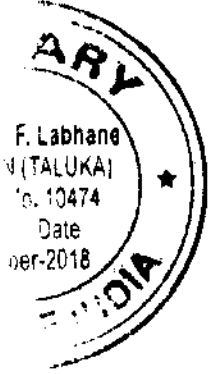


We,

1. Shri **Gautam Udaykumar Divadkar**, adult, residing at Sadashiv Niwas, Shivaji Chowk, Kalyan (W) 421 301, Dist Thane,
2. Sau. **Shilpa Ajay Varde** (Nee Shilpa Udaykumar Divadkar), adult, residing at B-3, Ramanika, Plot No. 26-27, Daulat Nagar, Santacruz (West), Mumbai - 400054.
3. Sau. **Sharmila Vinay Telang** (Nee Sharmila Udaykumar Divadkar), adult, residing at - D-13, Shanti Society, Mogul Lane, Mahim, Mumbai-400016,

the land owners of **the Land** in which M/s. **Honest Infra**, a partnership firm, co-promoter of the proposed project known as "Diwadkar Lotus" (herein after referred to as "a Said Building") do hereby solemnly declare undertake and state as under

1. We say that we are the land owners of all those pieces or parcels of land situate, lying and being at Shivaji Chowk, Agra Road, Kalyan, within the City Limit of Kalyan-Dombivli Municipal Corporation bearing CTS No. 2878-A (i.e. CTS Number comprising of the earlier City Survey Nos. 2878, 2879, 2880, 2881, 2882 and 2911) totally admeasuring 4960 sq. mtrs. hereinafter called and referred to as the "entire property".
2. We say that by and under agreement for sale cum development dated 31.12.2012 registered with Sub-Registrar Assurance - Kalyan -1 bearing registered no. 203/2013 on 10.01.2012 we have agreed to grant the development rights of all that proposed Building No. 2 consisting of stilt plus 17 upper floors as shown on the plan annexed hereto comprising of stilt, podium level - 1, podium level - 2, podium level - 3, fourth floor to seventeenth floor with a proposed additional floor on the eighteenth floor to be constructed on the portion of land admeasuring 1240.50 sq. metres forming a part of the entire property to M/s. Honest Infra, a partnership firm.
3. We say that in terms of the said agreement M/s. Honest Infra has proceeded with the construction work and has completed the work till thirteenth floor and further the remaining work of construction is in progress and M/s. Honest Infra has sold certain flats to the intending purchasers and have executed and registered the agreement and further certain flats in terms of the agreement are also allotted to us as consideration in kind and out of such allotment we the land owners have also sold some of the flats to our some intending purchasers.
4. We state that M/s. Honest Infra in terms of the agreement dated 31.12.2012 as the Promoters are entitled to

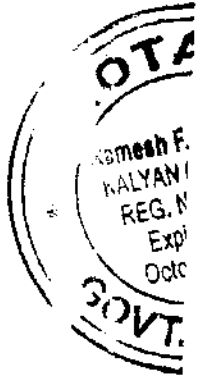


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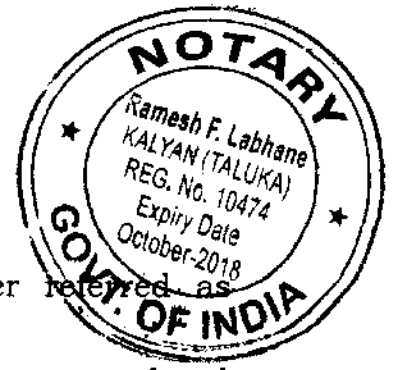


construct the building no. 2 and we the land owners in the capacity of co-promoter in terms of the agreement declare the entire building No.2 will be constructed by M/s. Honest Infra at their own costs and expenses and that the Building No. 2 shall only form an integral part of registration under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016.

5. We further state that Shri Gautam Udaykumar Divadkar out of us is constructing the Building No.1 and the same shall not form a part of the registration under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016 and the same will be constructed, retained by Shri Gautam Udaykumar Divadkar out of us and we Sr.No. 2 & 3 shall not be liable and responsible for the same and that Shri Gautam Udaykumar Divadkar is well and sufficiently entitled to the Building No. 1 and the land as envisaged and provided in the release dated 19.09.2014 registered at the office Sub-Registrar of Assurances at Kalyan -1 under Serial No. 7018/2014.
6. We further state that in terms of the agreement, there is an understanding as regards utilisation of transferable development rights to the extent of 1556. 65 square meter or thereabout to be used on the said property and on finalisation of the said understanding M/s. Honest Infra will be entitled to use transferable development rights as permitted on the building No.2 and further after utilisation of the transferable development rights on building No.2, the remaining residual floor space index will be for the sole and exclusive use and utilisation to Shri Gautam Udaykumar Divadkar and building No.1 and the said building will be constructed by Shri Gautam Udaykumar Divadkar at his own costs and expenses and the same will not be form a part of the registration under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016.
7. The authentic copy of copy of the title of Adv. S. D. Jallawar dated 21.12.2013 along with the copies of the agreement between ourselves and promoter as mentioned in the title report for development of real estate project is enclosed herewith.
8. We say that M/s. Honest Infra is constructing a project namely "DIWADKAR LOTUS" on the said property/ said land. M/s. Honest Infra intend to develop one building namely building no. 2 and the said building no.2 is to be constructed by utilizing transferable development rights as recited hereinabove for which M/s. Honest Infra shall apply for grant of registration of real estate project for one



Vand
S.T

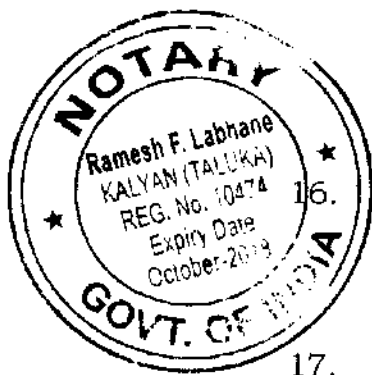


building namely Building No.2 (hereinafter referred as "DIWADKAR LOTUS")

9. We say that as per the terms of the agreement dated 31.12.2012 M/s. Honest Infra is entitled to construct building No. 2 and further there is a proposal and understanding to be finalised between M/s. Honest Infra and us for construction of additional floors by way of obtaining revised sanction and accordingly M/s. Honest Infra proposes 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.
10. We state that the project land is free from all encumbrances.
11. We say that the time period within which the project shall be completed by M/s. Honest Infra is determined by M/s. Honest Infra by 31.12.2019.
12. We further declare and undertake that the entire costs for construction of building no.2 will be borne and paid by M/s. Honest Infra and as M/s. Honest Infra have received the part consideration from the already sold units, we may not be required to or liable to deposit seventy per cent of the amounts realized by us from the sale of flats allotted to us as consideration in kind and if the Competent Authority calls upon us to reserve the amounts and to deposit the same in a separate account then we shall adhere to such requirement in case of any future sale of flats.
13. We state and declare that we shall get our 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 by us from the sale of our flats allotted to us.
14. We say and declare that all the pending approvals will be obtained by M/s. Honest Infra in time from the competent authorities.
15. We say and declare that we shall inform the Authority regarding all the changes that will occur 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.



S.T
Vand



We say and declare that M/s. Honest Infra have furnished and shall furnish such other documents as have been prescribed by the rules and regulations made under the Act.

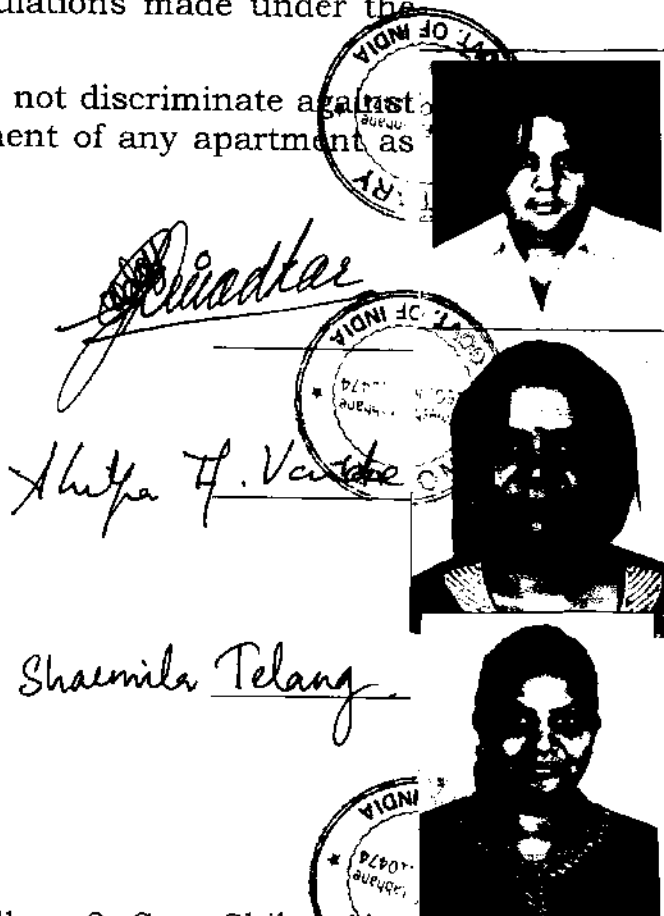
17. We say and declare that we shall not discriminate against any allottee at the time of allotment of any apartment as the case may be.

Deponents

1. Shri **Gautam Udaykumar Divadkar**

2. Sau. **Shilpa Ajay Varde**
(Nee Shilpa Udaykumar Divadkar),

3. Sau. **Sharmila Vinay Telang**
(Nee Sharmila Udaykumar Divadkar)



Verification

We, 1. Shri Gautam Udaykumar Divadkar, 2. Sau. Shilpa Ajay Varde and 3. Sau. Sharmila Vinay Telang, the land owners of the Land on which M/s. Honest Infra, a partnership firm is constructing the proposed project known as "Divadkar Lotus" (herein after referred to as "a Said Building") do hereby solemnly declare that the contents thereof true and correct and nothing material have been concealed by us there from.

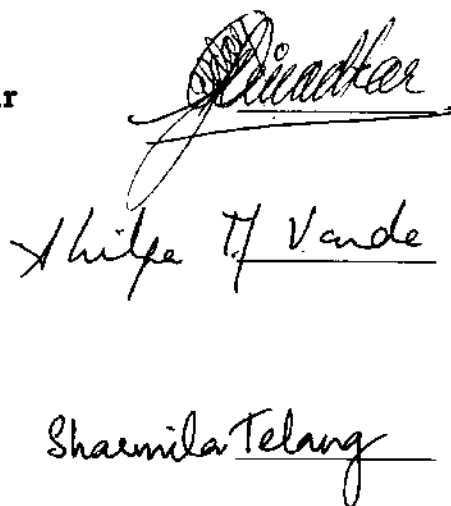
Verified by us at 31st on this July day of 2017

Deponents

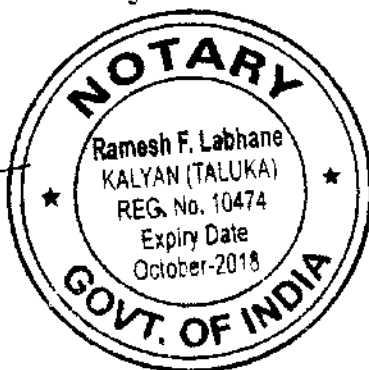
1. Shri **Gautam Udaykumar Divadkar**

2. Sau. **Shilpa Ajay Varde**
(Nee Shilpa Udaykumar Divadkar),

3. Sau. **Sharmila Vinay Telang**
(Nee Sharmila Udaykumar Divadkar)



I identified
Mr. D. Doolerof
ST. Doolerof



Before me

R. Labhane
31/7/17
Ramesh F. Labhane
Notary-Govt of India
KALYAN (Taluka)
L. Thane

Noted & Registered
at Serial No 137/17

31 JUL 2017