भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2022 ◑

34AA 323071

09 JUN 2023

NOTARIAL REG.
ENTRY NO. 6954
DATE 9/7/23

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 "SHEWALKAR ARCADE" bearing Plot No. E-3, admeasuring 11000 Sq.Ft. [1021.924 Sq.Mtrs] of Mouza – Ambazari, situated at Sadashiv Buty Layout, Laxmi Bhavan Square, West High Court Road, Dharampeth, Nagpur, bearing City Survey No. 275, Sheet No. 19/8, within the limits of the Nagpur Municipal Corporation Ward No. 73, 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 two Sale Deeds, the first sale deed for 68.364% undivided share and interest in Plot No. E-3, was executed by Shri. Subramaniyam Sarangpani Naidu and 14 others on 27th April, 2001, which was even date at Sr.No. 2094[P]. The another sale deed for 31.627% undivided share and interest in Plot No. E-3 was executed by Mrs. Vijaya W/o. Rajeshwar Naidu and 4 others on 20th October, 2004 which was duly registered before the Joint Sub Registrar, No.1, Nagpur at Sr.No. 6290.

NOTARY GOVT. OF INDIA YOGESH S. JAMGHULKAR Nagpur Dist. (M.S.) INDIA Regn. No. 8196

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 31/03/2024.
4. That, 70% of the amounts realized by Developer for the real estate project from 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 That, the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
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 That, the amount from the separate account shall be withdrawn after it is certified by an engineer, an architect, and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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 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 01/07/2023

FOR SHEWALKAR DEVELOPERS LTD.

[ASHUTOSH SHEWALKAR]
MANAGING DIRECTOR
DEPONENT

VERIFICATION

Verified and signed at Nagpur on this 01/07/2023 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]

DEPONENT

SWORN BEFORE ME ON THIS 01 DAY OF July 2023 AT NAGPUR BY SHRI/SMT./KU. ..... R/O. ..... WHO HAS BEEN IDENTIFIED BY SHRI SMT. ..... ADVOCATE, NAGPUR.

NOTARY
GOVT. OF INDIA