

Hitesh M. Rawal
Advocate

H M Rawal &
Company
ADVOCATES



Ref. No.F.No.4828/2022

To,
Aadishwar Bizcon LLP,
a Limited Liability Partnership Firm,
Ahmedabad.

ENCUMBRANCE CERTIFICATE

This is to certify that we have examined the available records of Non-Agricultural land admeasuring 4481 sq.mts. of Final Plot No.26 [Old Survey No.26 admeasuring 6374 sq. mts.] of Town Planning Scheme No.3 situate, lying and being at Mouje Vejalpur, Taluka Vejalpur in the Registration District of Ahmedabad and Sub- District of Ahmedabad-10 [Vejalpur] [hereinafter referred to as "said land"] on which scheme known as "SKYVUE 126" is being constructed belonging to Aadishwar Bizcon LLP, a Limited Liability Partnership Firm.

Aadishwar Bizcon LLP, a Limited Liability Partnership Firm has filed Declaration cum Indemnity Bond notarised before Notary J.S.Patel under serial No.442/B dated 22.09.2022. It is declared in the said Declaration cum Indemnity Bond that the said land has not been given in security neither any lien nor any charge or encumbrance of any nature whatsoever has been created thereon except loan of Rs.30,00,00,000/- [Rupees Thirty Crores only] obtained from AU SMALL FINANCE BANK LIMITED by Mortgage Deed registered under serial No.6359 dated 30.08.2022 on land and unsold Units of the scheme "SKYVUE 126". The said land is not a subject matter of any pending proceedings nor any order, decree, attachment or any order of any court is operating against the said land



Hitesh M. Rawal
Advocate

H M Rawal &
Company
ADVOCATES

which adversely affects the title, and on the basis of this Affidavit/Declaration and on the basis of available records and photocopies of documents produced before us and believing the same to be true and correct we hereby opine that there is no other Charge or Encumbrance on the said land except- [1] Mortgage Deed registered under serial No.6359 dated 30.08.2022 on land and unsold Units of the scheme "SKYVUE 126".

This Certificate is issued for submission before Gujarat Real Estate Regulatory Authority, Gandhinagar.

DATED THIS 22ND DAY OF SEPTEMBER 2022.

Place : Ahmedabad.

Hitesh M. Rawal


Advocate
(H. M. Rawal & Co.)



SR. NO. 3224 2022
Anand M. Soyantar
Advocate and Notary
GOVT OF INDIA
04 OCT 2022

(See Rule 3(4))

DECLARATION SUPPORTED BY AN AFFIDAVIT WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr. HEMAL SUBAHUBHI SHAH (Partner) promoter/duly authorized by the promoter of **SKYVUE 126** (Name of Project), vide its/his/their authorization dated 10/05/2022;

I, HEMAL SUBAHUBHAI SHAH, promoter/duly authorized by the promoter of **SKYVUE 126** do hereby solemnly declare, undertake and state as under that ;

1. we have a legal title to the land on which development of **SKYVUE 126** (Name of Project) is proposed;

OR

AADISHWAR BIZCON LLP has a legal title to the land on which the development of **SKYVUE 126** (Name 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 real estate project is enclosed herewith.

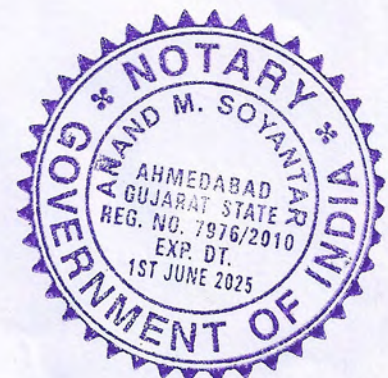
2. the said land is not free from all encumbrances.

OR

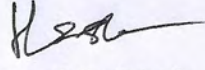
The said land including unsold units thereon is subject to encumbrances of Rs. 30,00,00,000 (Rupees thirty Crore) with AU Small Finance Bank Ltd including details of any rights, title, interest or name of any party in or over such land, along with details.

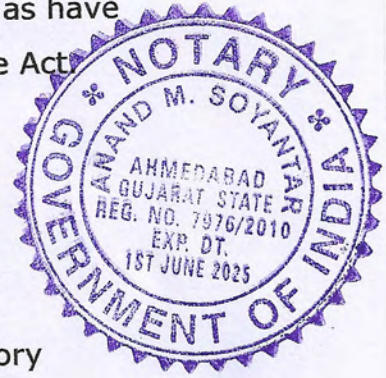
NOTARY N. AGRI & SANKAR EAM LTD.
REGD. KCP LAZA, 100 FT. ROAD
VEJALP UR, AHMEDABAD - 380 015
LIC. NO. G. U. / S. OS / AUTH / AV / 1361 / 2012
STAMP DUTY
010100
Rs. 000300
-4.10.2022
GUJARAT
3471 8218765

3. That the time period within which the project shall be completed by me/promoter is 31/03/2027.
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.
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 amounts 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 I/promoter 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 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.
8. That I/promoter shall take all the pending approvals on time, from the competent authorities.



9. That I/promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act

()
Hemal S. Shah
Deponent & Authorized Signatory

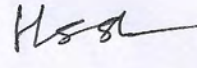


Verification

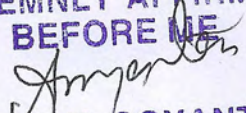
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verify by me at Ahmedabad on this 04 OCT 2022 day of October, 2022.



()
Hemal S. Shah
Deponent



SOLEMNLY AFFIRMED
BEFORE ME

ANAND M. SOYANTAR
NOTARY
GOVT. OF INDIA
04/10/2022

