



VIJAY CHAUGULE
Advocate

VIJAY Y. CHAUGULE & CO. ADVOCATE

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ENCUMBRANCE CERTIFICATE

Re. : Freehold Non-Agricultural Residential Use Land bearing Revenue Survey No. 543/2/1 admeasuring 2024 sq.mts. covered within the limit of Town Planning Scheme No. 37 (Thaltej) and Final Plot No. 155/2/1 was given in lieu thereof fixed to the extent of 1225 sq.mts. of Mouje Thaltej of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) more particularly described in the schedule hereunder written.

THIS IS TO CERTIFY THAT M/s. SAMVAAD GOMATI INFRA LLP., a Limited Liabilities Partnership Firm duly registered under the Limited Liabilities Partnership Act, 2008 under Serial No. AAL-6394 dated 01/01/2018 having its registered office at : Gulmohar Party Plot, Opp. Pam Beach Bungalow, Zydus Hospital Road, Thaltej, Ahmedabad (hereinafter called the "Promoter") is owned and possessed the Freehold Non-Agricultural Residential Use Land bearing Revenue Survey No. 543/2/1 admeasuring 2024 sq.mts. covered within the limit of Town Planning Scheme No. 37 (Thaltej) and Final Plot No. 155/2/1 was given in lieu thereof fixed to the extent of 1225 sq.mts. of Mouje Thaltej of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) more particularly described in the schedule hereunder written hereinafter called the "**PROJECT LAND**".

Further said Promoter started to construct commercial project namely "MAHOGANY" on the said Project land and same will be register u/s 3 of the Real Estate (Regulation and Development) Act, 2016.



As per registered Mortgage Deed executed on 08/01/2021 registered vide serial No 455 on same day in the office of Sub-Registrar of Ahmedabad-9 (Bopal), said Promoter has inter alia mortgaged the said Project Land on which Project "MAHOGANY" is being constructed togetherwith all construction thereon both present and future, alongwith undivided and underlying proportionate share of land and all rights appurtenant thereto togetherwith all present and future TDR/FSI and any accruals/income/claim that may arise from the land/construction thereon and all receivables from sale of any unit constructed on the abovementioned Project Land in favour of The State Bank of India for Rs.8,95,00,000/- (In word Rupees Eight Crores Ninety Five Lakh Only).



That after taking necessary searches of the Revenue Records maintained by the Talati, Mouje Thaltej, Ghatlodia Taluka and District Registrar of Ahmedabad and Sub-Registrar of Ahmedabad-9 (Bopal), I have found that there is no other charge or encumbrance of whatsoever nature on the said Project Land except as follow ;

1. Registered Mortgage Charge of State Bank of India of Rs.8,95,00,000/- (In word Rupees Eight Crores Ninety Five Lakh Only) under and virtue of registered Mortgage Deed No. 455, dated 08/01/2021.
2. Right of different person for different units if, booked by them from the said Partnership Firm ;

SCHEDULE

(Description of the Project Land)

ALL THAT piece or parcel of Non-Agricultural Residential Use Land bearing Revenue Survey No. 543/2/1 admeasuring 2024 sq.mts. covered within the limit of Town Planning Scheme No. 37 (Thaltej)





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and Final Plot No. 155/2/1 was given in lieu thereof fixed to the extent of 1225 sq.mts. of Mouje Thaltej of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) and same is bounded as follows ;

On or towards the North : By Final Plot No. 60/1 and 60/2

On or towards the South : By Final Plot No. 155/2 and TP Road

On or towards the East : By Final Plot No. 58

On or towards the West : By Final Plot No. 59

PLACE : AHMEDABAD

DATE : 19/08/2021

BCG Enrollment No. : G/1214/2006



For, **VIJAY Y. CHAUGULE & CO.**

ADVOCATE



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 Mr. Chaturbhai B. Kotadiya, M/s partner of Samvaad Gomti Infra LLP Firm duly authorised vide authority letter dated 23/10/2019, the promoter of "Mahogany" Project.

I, Chaturbhai B. Kotadiya, Partner of M/s Samvaad Gomti Infra LLP, promoter of "Mahogany" Project do hereby solemnly declare, undertake and state as under that;

1. I/we have a legal title to the land on which the development of "Mahogany" is proposed;
2. AS Per Registered Mortgage Deed Executed on 08/01/2021 Registered vide Sr.no.455 on the Same day in the Office of the Sub-Registrar, Ahmedabad- 9(Bopal), We have Inter alia Mortgage the said land on which the Project Mahogany is Being Constructed together with all Construction there on both Present and future, along with Undivided and Underlying Proportionate Share of Land and All rights appurtenant thereto together with all Present and Future T.D.R./F.S.I and any Accruals/Income/claim that may Arise From the Land/Construction there on and all Receivables from sale of any unit Constructed on the Above Mentioned land in Favour of State Bank Of India For Rs.8,95,00,000/- (Rupees eight crore ninety five lakhs only).
3. The time period within which the project shall be completed by us is 30/06/2023.
4. seventy per cent of the amounts realised by me/us 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. 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. 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.

Handwritten signature





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 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. We shall take all the pending approvals on time, from the competent authorities.

9. We have furnished such other documents as have been prescribed by the rules and regulations made under the Act.



For Samvaad Gomti Infra LLP

Mr. Chaturbhai B Kotadiya

Designated Partner, Samvaad Gomti Infra LLP

Verification

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

Verify by me at Ahmedabad on this 11 AUG 2021 th day August 2021.

For Samvaad Gomti Infra LLP

Mr. Chaturbhai B Kotadiya

Designated Partner, Samvaad Gomti Infra LLP



11 AUG 2021






ભારત સરકાર
GOVERNMENT OF INDIA


કોટડીયા ચતુરભાઈ બાલુભાઈ
Kotadiya Chaturbhai Balubhai
જન્મનું વર્ષ / Year of Birth : 1963
પુરુષ / Male

7839 9896 9654

આધાર - સામાન્ય માણસનો અધિકાર

Shinde




ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું:
૬, દેવ વિહાર બંગ્લોઝ, શ્રીધર
કાર્મ ની સામે, થાલતેજ, અમદાવાદ,
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