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the plots bearing Survey Nos. 128, 129/1, 129/2A, 129/3, 129/4, 130, 131/1 and 132 lying, being and situate at Village-Kavesar, Ghodbunder Road, Thane-(West)-400615;

I, **Mr. Jagdish K Khetwani** duly authorized vide resolution dated 01/02/2022 passed in the meeting of Board of Directors of the company of the proposed project do hereby solemnly declare, undertake and state as under:

1. That Promoter has a legal title report to the land on which the development of the proposed project is to be carried out AND a legally valid authentication of title certificate of such land for development of the real estate project is uploaded on RERA portal.
2. That details of encumbrances mentioned herein below including details of any rights, title, interest or name of any party in or over such land, along with details:

a) **Litigations:**

Sr. No	Type of Case	Case No.	Whether any Preventive/Injunction/Interim Order is passed	Name of the Court	Petition	Year	Present Status
1.	Civil	184	Yes (in favour of the Promoter)	Joint Civil Judge (Sr.Div.), Thane Court	Special Civil Suit	2016	Pending

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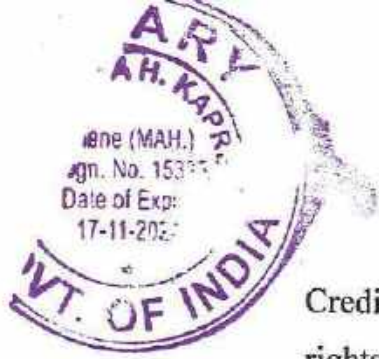
2.	Civil	11	No	Joint Civil Judge (Sr.Div.), Thane Court	Regular Civil Suit	2019	Pending
3.	Civil	6327	No	Mumbai High Court	Writ Petition	2018	Pending
4.	Civil	3444	No	Mumbai High Court	Writ Petition	2018	Pending
5.	Civil	3250	No	Mumbai High Court	Writ Petition	2018	Pending

3. As per Mortgaged Deed dated 30th March,2017 the said project land and proposed building was mortgaged with Primal Capital Finance Limited. We have cleared all the dues and outstanding balance of Primal capital and Finance Limited and obtained No Due Certificate dated 10th August,2018 (A Copy of No Dues Certificate is annexed herewith).
4. After the clearance of above dues /outstanding balance we inform you that the said property is mortgaged with Edelweiss Finance Limited by an Indenture of Mortgaged Deed Dated 7th August,2018 duly registered with the Sub Registrar of Assurances, Thane at Sr.No.TNN-5-11250-2018, on 8th August 2018. We have mortgage the project land and the proposed building along with the receivables with Edelweiss Finance Limited.
5. The Promoter obtained project loan under Swamih investment Fund 1 during subsistence of earlier loan from Edelweiss Finance Limited. The Edelweiss Finance Limited and Swamih investment Fund 1 (through its trustees IDBI Trusteeship Services Limited) had entered into Inter

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Creditor Agreement dated 26th October 2021 to determine the mutual rights of both the creditors with respect to the Said Entire Property and project being developed thereon. The Developers have accordingly mortgaged Said Entire Property along with projects being developed thereon (excluding the pre-sold and allotted units more particularly described in Deed of Mortgage dated 26th October 2021) in favour of trustees of Swamih investment Fund 1 i.e. IDBI Trusteeship Services Limited by executing Deed of Mortgage dated 26th October 2021, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-5/15623/2021.(copy of Index II is attached hereto as Annexure).

6. That the time period within which the said project ("Manhattan phase II") shall be completed by the Promoter on or before Dec-2023.

That the Promoter shall be registering phase III of the project "MANHATTAN" as per the provisions of Real Estate (Regulation & Development) Act, 2016 and rules made thereunder.

7. 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.
8. That the amounts from the separate account, shall be withdrawn in accordance with Rule 5.
9. The 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



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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.

10. That the Promoter shall take all the pending approvals on time, from the competent authorities.

11. That the Promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) if section 4 of the act and under rule 3 of these rules, within seven days of the said changes occurring.

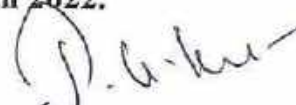
12. That the Promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

13. That the Promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Verification


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

Verified by me at Thane on this 10th day of march 2022.


Mr. Jagdish K. Khetwani
Deponent



NOTARISED


SANGEETA H. KAPRE
M.A., LL.M
ADVOCATE & NOTARY GOVT. OF INDIA
Krishna Kutir, Behind New Sawant C.H.S,
Charai, Thane (W)-400 601

19 MAR 2022

