

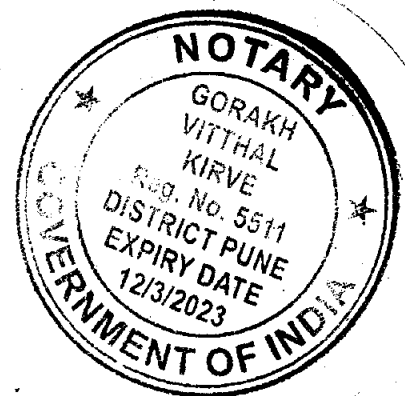
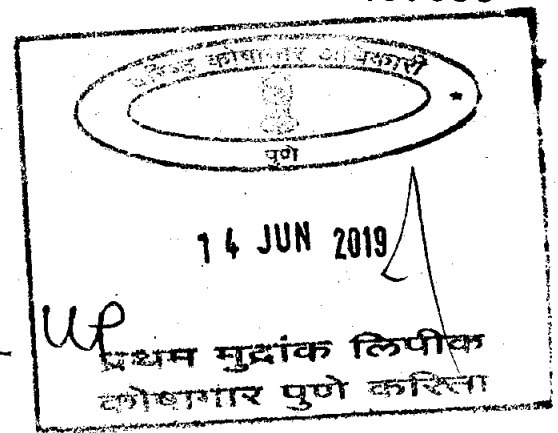


महाराष्ट्र MAHARASHTRA

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1857/17 JUN 2019 500/
प्रतिज्ञापत्र कम डिक्लरेशन
महाराष्ट्र सरकार याचिका क्र. १८५७/२०१९
पोस्टमार्क के स्थान पर
प्रतिज्ञापक का नाम व पता
गोयक गंगा डिक्लरेशन
वस वाडिंग रोड पुणे
अवकाश वाडिंग
प्रतिज्ञापक का पता
प्रमाणित किया जाता है कि
जो का प्रमाणित किया गया है कि
प्रमाणित किया जाता है कि

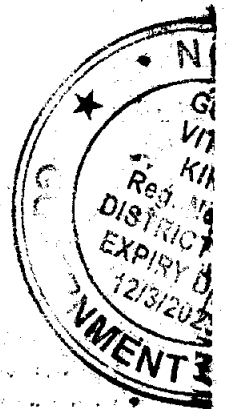


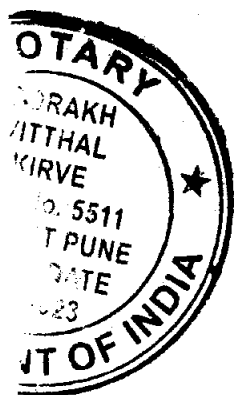
FORM 'B'

[See rule 3(6)]

AFFIDAVIT cum DECLARATION

003





FORM 'B'

[See rule 3(6)]

AFFIDAVIT cum DECLARATION

Affidavit cum Declaration of **Goel Ganga Developments LLP**, a Limited Liability Partnership firm ~~incorporated and registered~~ under the Limited Liability Partnership Act, 2008 and having its registered office at San Mahu Complex, 5, Bund Garden Road, Pune 411 001 promoter of the proposed ~~ongoing~~ project i.e. **Ganga Utopia E Building**, at Survey no.46 Hissa no.1/A, 1/B, 2, 3, and Survey no.63 Hissa no.1/B and which contiguous block has now been assigned Survey no.46, village Bavdhan Khurd, Taluka Mulshi, District Pune, through its Authorized Signatory **Mr. Subhash Sitaram Goel**, Age: Adult, Occupation: Business, Address: Gound Floor, San Mahu Complex, 5, Bund Garden Road, Pune 411 001 is promoter of the proposed project. ~~/ duly authorized by the promoter of the proposed ongoing project, vide its/his/their authorization;~~

I, Mr. Subhash Sitaram Goel, Promoter of the proposed project ~~/duly authorized by the promoter of the proposed ongoing project do~~ hereby solemnly declare, undertake and state as under:

- ~~1. That I / promoter have / has a legal title Report to the land on which the development of the project is proposed ongoing~~

OR

The Promoter have/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 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. That the project land is free from all encumbrances.~~

OR



Those details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land is as under:

Details of Encumbrances

As per Indenture of Mortgage dated 26/9/2018 duly registered under Serial No.13974/2018, with the Office of Sub Registrar, Haveli no.11, Pune, the following properties and rights have been mortgaged:

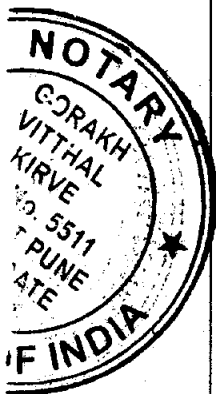
Schedule- I- Description of Project Land:

All those pieces and parcels of land or ground admeasuring 7,436 sq. mtrs. being a portion out of the said contiguous block of land admeasuring 95,000 sq. mtrs. formed of portions admeasuring Hectares 01=57.50 Ares, Hectares 01=57.50 Ares, Hectares 03=15 Ares and Hectares 03=14 Ares earlier bearing Hissa Nos.1/A, 1/B, 2 and 3 respectively of Survey No.46, village Bavdhan Khurd, Taluka Mulshi, District Pune and of land admeasuring Hectares 00=06 Ares earlier bearing Survey No.63 Hissa No.1/B, Bavdhan Khurd and which contiguous block has now been assigned Survey No.46, Village Bavdhan Khurd and the same falls in the "Residential Zone" under the Development Plan for the extended areas of the city of Pune and which contiguous block admeasuring Hectares 09=50 Ares equivalent to 95,000 sq. mtrs.

Description of the Mortgaged Properties:

Part A- Mortgaged Properties I

1. All right, title and interest of the Mortgagor in /over the Project and as described in Schedule I together with all buildings/ structured constructed/ to be constructed upon the Project Land and shall include all present and future transferable development rights, utilized/ unutilized floors space index (including any additional FSI which the Mortgagor may be entitled to in respect of the Project Land), and all other rights and benefits accrued or accruing thereto and also together with all rights of the Mortgagor under any other agreements, arrangements, contracts, documents, records, deeds, papers, writings, instruments by whatsoever name called, executed or which may be hereafter executed by the Mortgagor/ any other Person in favour of the Mortgagor;



2. All right, title and insert of the Mortgagor in respect of all Project Units together with all buildings/ structures constructed/ to be constructed upon the Project Land;

3. All and any amounts held, owing to or received by or receivable each case from time to time, by the Mortgagor from the Project being the Project Mortgagor Receivables, whether now, or at any time during the continuance of this Indenture which shall include all Project Mortgagor Receivables and all such amounts that the Mortgagor is entitled to from the sale / lease / license / transfer of any Project Units and all rights, title, interest, benefit, claims and demands whatsoever of the Mortgagor in, to or in respect of the said amounts as well as all the rights, title, benefits, claims, demands and interest of the Mortgagor in, to or in respect of any bank accounts where the aforementioned amounts are held;

4. All right, title, interest, benefit, claims and demands of the Mortgagor, in to, or in respect of, the fixed deposits created from the amounts lying in the bank accounts where the Project Mortgagor Receivables are held;

5. All and singular, the Mortgagor tangible and intangible assets (both present and future) including, without limitation, all actionable claims, inventory, insurance policies, all moveable plant and machinery (whether attached or otherwise), raw materials, all items of equipment, building materials such as but not limited to steel and wooden materials, packing materials, electrical cables, electrical instruments, plumbing materials, construction materials, finished and semi finished goods, consumable stores, spares, tools, accessories, software, patents, copyrights including any other intellectual property such as confidential information, control systems, office furniture, typewriters, computers, computer systems, drilling machines, dyes, ropes, and all other fixed assets other than land and buildings, both present and future, in respect of the Project, as applicable, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Mortgagor' premises, warehouses, stockyards and godowns or those of the Mortgagor' agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same

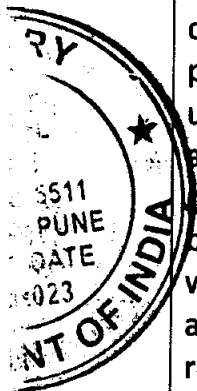


may be, whether now belonging to or that may at any time during the continuance of this Indenture belong to the Mortgagor and/or that may at present or hereafter be held by any party anywhere to the order or disposition of the Mortgagor or in the course of transit or on high seas or on order, or delivery, howsoever and all replacements thereof and additions thereof whether by way of substitution, addition, replacement, conversion, realization or otherwise howsoever together with all benefits, rights and Incidentals attached thereto which are now or shall at anytime hereafter be owned by the Mortgagor AND ALL estate, right title, interest, property, claims and demands whatsoever of the Mortgagor unto and upon the same.

Part- B- Mortgaged Properties- II

All right, title and interest of the Mortgagor in/ over the Project Land as described in Schedule I thereto together with all buildings/ structures constructed/ to be constructed upon the Project Land and shall include all present and future transferable development rights, utliized/ unutilized floors space index (Including any additional FSI which the Mortgagor may be entitled to in respect of the Project Land) and all other rights and benefits accrued or accruing thereto and also together with all rights of the Mortgagor under any other agreements, arrangements, contracts, documents, records, deeds, paper, instruments by whatsoever name called, executed or which may be hereafter executed by the Mortgagor/ any other person in favour of Mortgagor

in favour of JM Financial Credit Solutions Limited, a company incorporated under the Companies Act, 1956 and register with Reserve Bank of India as a non banking financial company and having its registered office at 7th floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Dadar (West), Mumbai- 400025

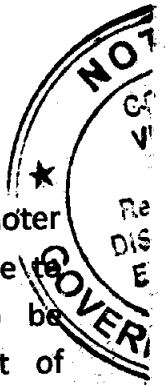


S. No.	Details of Encumbrances						
	NIL						
Project Name	Court Name	Case Number	Case Type	Preventive / Injunction / Interim Order is passed?	Petition Name	Year	Present Status
Ganga Utopia E Building	Nil	Nil	Nil	Nil	Nil	Nil	Nil

3. That the time period within which the project shall be completed by me/promoter from the date of registration of project; on or before 31st Dec 2023.

4. (a) For new projects:

That seventy per cent of the amounts realized 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.



~~(b) For ongoing project on the date of commencement of the Act~~

~~(i) That seventy per cent of the amounts to be realized hereinafter 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.~~

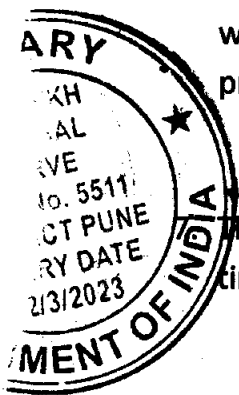
OR

~~(ii) That entire of the amounts to be realized hereinafter 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, since the estimated receivable of the project is less than the estimated cost of completion of the project.~~

5. That the amounts from the separate account shall be withdrawn in accordance with Rule 5.

6. That ~~1/~~ the Promoter shall get the 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 and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.



That ~~1/~~ the Promoter shall take all the pending approvals on time, from the competent authorities.

8. That ~~1/~~ the Promoter shall inform the Authority regarding all the changes that have occurred 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.

9. That ~~1/~~ the Promoter ~~have~~ has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That ~~1/~~ the Promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Deponent

Steel

Mr. Subhash Sitaram Goel

Verification

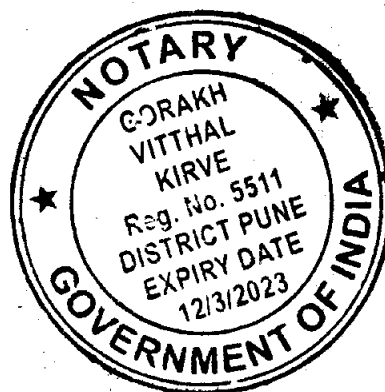
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at PUNE on this 16/6/2019

Deponent

Steel

Mr. Subhash Sitaram Goel



Noted & Registered
at. Sr. No. B3674/2019

BEFORE ME

[Signature]
GORAKH V. KIRVE
NOTARY
GOVT. OF INDIA

16 SEP 2019

