

The details of Encumbrances and litigations are as under :

- We have availed the construction finance to construct the proposed building from ORIENTAL BANK OF COMMERCE.
- No Litigation. The construction of the said building is as per the Orders dated 22nd February 2012 passed by the Hon'ble Bombay High Court in PIL Nos. 131 of 2008, 91 of 2008 & 21 of 2010 for 40 & 80 sq.mtrs apartment.

3. That the time period within which the project shall be completed by promoter from the date of registration of project; i.e. **31st December, 2019.**

4. (a) For new projects :

~~That seventy per cent of the amounts realised by 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 realised 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 realised 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 That the amounts from the separate account shall be withdrawn in accordance with Rule 5



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6. That 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 utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
7. That the promoter shall take all the pending approvals on time, from the competent authorities.
8. That 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 the promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. 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.



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 Mumbai on this 19th day of June, 2017.

19 JUN 2017

Narayan M. Shetty
NARAYAN M. SHETTY
 ADVOCATE & NOTARY
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 Tagore Nagar, Vikhroli (E),
 MUMBAI-400 083.
 Ph. 2574 3806

Deponent

For HGP COMMUNITY PVT. LTD.

[Signature]
Director / Authorised Signatory

Deponent

For HGP COMMUNITY PVT. LTD.

[Signature]
Director / Authorised Signatory