



FORM 'B' [See rule 3(6)]

Affidavit cum Declaration

श्री. सु. का. पाटील

Affidavit cum Declaration of Mr. Ajay Munot, duly authorized by the promoter of the proposed project, vide their authorization/Board resolution dated 19th June, 2017.

I, Ajay Munot duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

The Whole Project consisting of 3 level Basement, Ground (retail), Commercial (1st & 2nd Floor), 3 level Podiums for parking and residential upto 29th Floors is Known as "Western Heights" ("Whole Project"). The development of the Whole project is divided into 3 three Real Estate Projects namely:

- WESTERN HEIGHTS - PHASE 1 RESIDENTIAL (includes Basement 2 & 3, 3 level Podium, 6th floor amenities and 7th to 29th floor residential)
- WESTERN HEIGHTS - PHASE 2 COMMERCIAL 1ST AND 2ND FLOOR (includes Basement 1)
- WESTERN HEIGHTS - PHASE 3 RETAIL GROUND FLOOR (includes Basement 1)
- Now this Affidavit is for the Project to be developed in Phase 1 as defined above.

- That promoter has a legal title Report to the land on which the development of the project is proposed

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१) मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक
(Serial No./Date;

१) मुद्राक विकत घेणाऱ्याचे नांव, व रहिवासाचा पत्ता व सही

(Stamp Purchaser's Name, Place of residence & Signature)

1) परवानाधारक मुद्रांक विक्रेता/वकील सहित व परवाना क्रमांक 66
जसेच मुद्रांक विक्रीची विज्ञापन / पत्ता

प्रकाश सं. ८००००२२

पुस्तक विक्रीचे ठिकाण/पत्ता: शा. कांद्यन हर्षद बोंगाळे

सं. नं. १०, वांद्रे कोर्टासमोर, ए.के.मार्ग, वांद्रे पूर्व, मुंबई-४०००५४

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुदतका
कायदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/१००४ नुसार)

३५) कसबासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी
केल्यामुळे व सविनियत वापरणे सोप्याकारक आहे

2. That the details of encumbrances and litigations are as per the attached Annexure – 1.
3. That the time period within which the project shall be completed by the promoter from the date of registration of the project: On or before **30th June, 2018**.

4. For ongoing project on the date of commencement of the Act

(i) That seventy per cent of the amounts to be realised hereinafter by the 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 shall be withdrawn in accordance with Rule 5,
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 has 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.



Agay Munar
Deponent

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 21 JUL 2017 day of July 2017.

ATTESTED

R. C. DUBEY
NOTARY
Maharashtra
(Govt. of India)

Deponent

Annexure 1

A. Details of Mortgage/Charge					
Sr. No.	Facility Amount (in crores)	Purpose	Charge holder/Mortgagor	Description of Security	Documents executed for creation of charge
1	Rs.500 O/S as on 30.06.2017 is Rs 324 Crs Only.	For Construction	Housing Finance Corporation Limited, Ramon House, 169, Backbay Reclamation, HD Parekh Marg, Mumbai - 400 020	1. Exclusive mortgage / charge / security interest over the properties described in the SCHEDULE of the Deed written along with future construction thereon present and future / together with undivided share, right, title and interest in the land; 2. Exclusive mortgage / charge / security interest over the receivables / book debts / cash flows / revenues / rentals (including booking amounts), Escrow Account / Designated Account (or other accounts), insurance proceeds, Obligor Contracts etc. pertaining to the aforesaid property/ies in favour of the Lender.	Unilateral Indenture of mortgage dated 28.01.2015

Note: The above facility is for the "Whole Project" as defined above.

B. Details of Pending Litigations					
Sr. No.	Suit No.	Court	Type of litigation	Whether any preventive/injunction /interim order passed	Present status
1	Suit No.619 of 2014 Ramkumar Premnath Chaubey v/s Ramkrishna	Bombay High Court	The plaintiffs had claimed their 1/7 th rights in the properties bearing Survey Nos. 111A, 111B and 111C and C.T.S. No. 866 admeasuring about 1,70,000 square yards approximately equivalent to 1,42,141 square meters situated at Village	No interim order OR injunction granted.	On last hearing on 20.12.2016, the Court directed the petitioner for providing inspection of

	Shridhar Chaubey & 42 others (Adani Realty – Deft. no.42)		Ambivli, Andheri (W), B.S.D. Bombay (Mumbai) along with the construction of whatsoever nature constructed upon the said land and Survey No.111D admeasuring 1,254 square meters situated at Village Ambivli, Andheri (W), B.S.D. Bombay (Mumbai) along with the construction of whatsoever nature constructed upon the said land. In our portion of land, neither name of Premnath Chaubey nor the rights of plaintiffs reflected on 7/12 extracts, nor mutation entries. None of the mutation entries indicate in the portion of lands.		documents to defendants. Next hearing date not fixed.
2	Application No.23 of 2016 Vikas K Tripathi v/s State of Maharashtra & Others (Adani Estates – Resp.No.10)	National Green Tribunal, Pune	Application filed before the National Green Tribunal, West Zone, Pune against Maharashtra State & others, including HDIL, Ecstasy and Adani Estates (being owners of land), alleging the Govt. departments have violated various norms including environmental/ green belt while giving permission for development of the land.	No interim order OR injunction granted. Applicant pleaded for grant of stay on operations by HDIL, Ecstasy and Adani Estate from creating third party rights. On our objection, the Tribunal refused to grant any stay and opined that the Applicant's callous approach towards completion of pleadings had been taken note of and that the Applicant's conduct did not merit any relief.	Next hearing on 23.08.2017
3	Writ Petition No.ST 878 of 2017 Ram Kumar Chaubey v/s Govt. of Maharashtra & Others (AEPL - Resp.No.9)	Bombay High Court	Writ Petition filed in March, 2017 by Ram Kumar Chaubey against Chief Secretary, Govt. of Maharashtra & Others (including AEPL) against sanction of development of the Land. The Petitioner sought relief against alleged illegal act of MCGM in permitting commercial / residential complex on the land and for violation of Green Belt norms. (Earlier also, the same petitioner had filed 2 Writ Petitions in the Bombay High Court and both petitions were dismissed by the Court).	No interim order OR injunction granted.	The first date of hearing was on 11.04.2017. Next Hearing date not yet fixed.