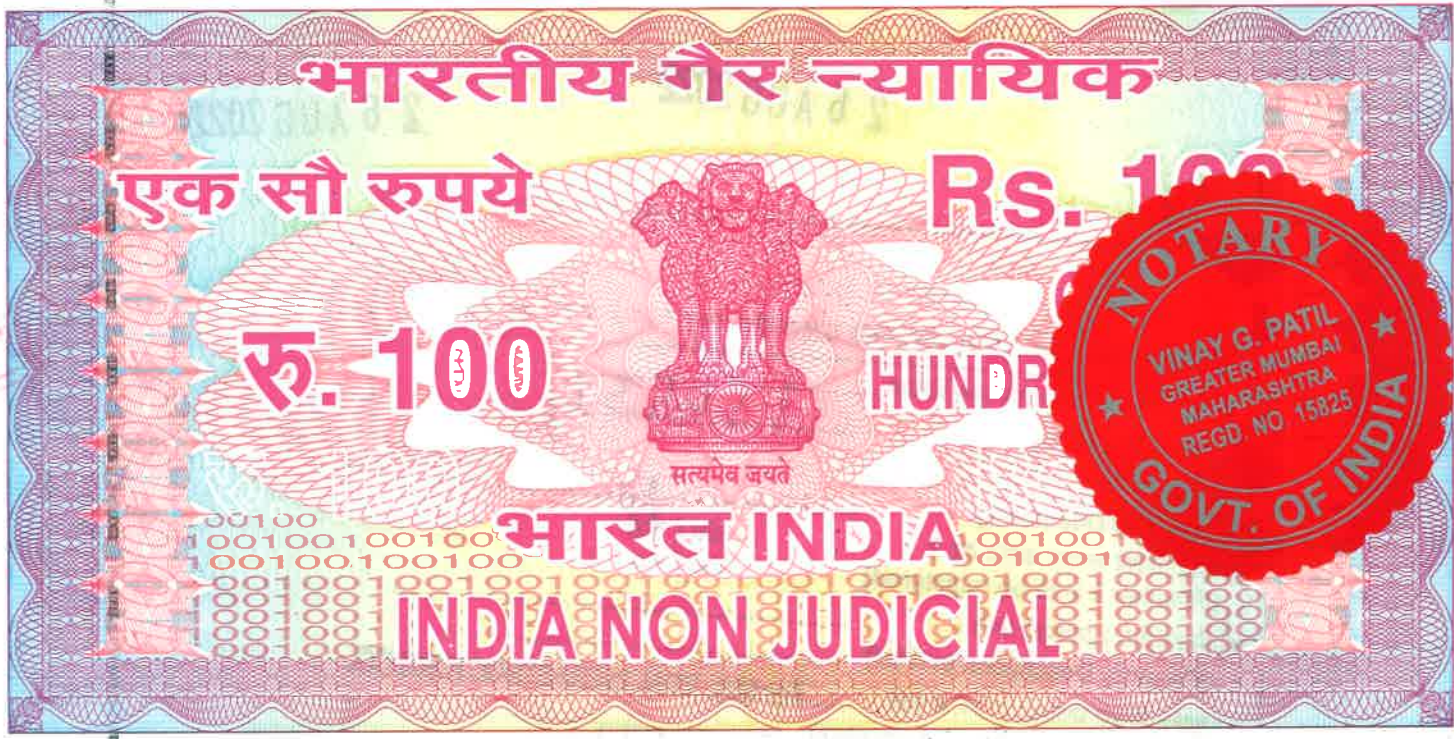


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महाराष्ट्र MAHARASHTRA

2022

22AA 034566



जिल्हा कोषागार कार्यालय, ठाणे
25 AUG 2022
मुद्रांक प्रमुख लिपीक



FORM 'B'

[See rule 3(6)]

Affidavit cum Declaration

Affidavit cum Declaration of **Mr. Keshavji Damji Minat** Partner of **M/S. Real Infrastructure Co.** promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 17/09/2021.

I, **Mr. Keshavji Damji Minat** Partner of **M/S. Real Infrastructure Co.** promoter of the proposed project / duly authorized by the promoter of the proposed 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
OR
have/has a legal title Report to the land on which the development of the proposed project is to be carried out



[illegible]

26 AUG 2022

26 AUG 2022

NOTARY
PATIL

Real



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 details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details.

- I. As set out in Report on Flow of Title in the form of (FORMAT – A) (Circular No.: -28/2021), by virtue of and under a Consent Terms dated 23rd August 2018 executed between Tilak Siddheshwar Co-operative Housing Society Limited (for short “the Society”) and M/s. Global Homes Developer read with Consent Award dated 23rd August 2018 passed on the said Consent Terms by the Learned Arbitrator in the Arbitration proceedings filed by M/s. Global Homes Developer against the Society by which the disputes and the purported claim under the Development Agreement dated 22nd January 2002 came to be settled and as contemplated in the Consent Terms, the society agreed to reserve 14950 sq. ft. in the proposed subsequent redevelopment and the said Global Home Developer thereby granted its Consent to the society to appoint new Developer. Accordingly the new Developers M/s. Real Infrastructure Company by its letter dated 31st January 2022 addressed to the society forwarded the proposed inventory in the form of residential premises subject to the payment of the cost of construction which the society by its letter dated 1st February 2022 forwarded the same to Global Home Developers to which Global Home Developer did not accept and filed Arbitration Petition bearing No. 278 of 2022 in the Hon’ble High Court of Mumbai which is still pending.
- II. As set out in Report on Flow of Title in the form of (FORMAT – A) (Circular No.: -28/2021), on the society having terminated the Agreement dated 5th September 2007, M/s. Srushtiraj Enterprises (INDIA) Limited filed an Arbitration proceedings before the Hon’ble High Court of Mumbai which by an Order dated 29th August 2018, came to be disposed of by which an Arbitrator was appointed and on an application under section 17 of the Arbitration and Conciliation Act being filed, the Learned Arbitrator by an Award dated 20th April 2019 disposed of the same, which also came to be challenged by M/s. Srushtiraj Enterprises (INDIA) Limited by filing an Arbitration Application being ARBPL No. 483 of 2019 before the Hon’ble High Court of Mumbai. However, the Developer M/s. Real Infrastructure Company settled the dispute and claim of M/s. Srushtiraj Enterprises (INDIA) Limited on the terms agreed upon and recorded in Memorandum of Understanding dated 17th September 2021. In addition to monetary consideration, M/s. Real Infrastructure Company has agreed to provide to the said M/s. Srushtiraj Enterprises (INDIA) Limited constructed area of about 1515 sq. ft. in the form of four residential premises in Wing ‘B’ of the proposed building.



3. That the time period within which the project shall be completed by me/promoter from the date of registration **31/12/2025**.

4. (a) For new projects:

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.

(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.

6. That I / 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 I /the promoter shall take all the pending approvals on time, from the competent authorities.

8. That I/ 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 I / the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That I/the promoter shall not discriminate against any allottee at the time of allotment.



SHRI. KESHAVJI DAMJI MINAT

Deponent



Verification

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

Verified by me at Mumbai on this date _____



SHRI. KESHAVJI DAMJI MINAT
Deponent

ATTESTED BY ME

VINAY G. PATIL

Advocate & Notary

R.No.3, Shree Ganesh Niwas, Shripad Chawl
Opp. Mulund Court, J.S.D. Road,
Mulund (West), Mumbai - 400 060



28 SEP 2022

