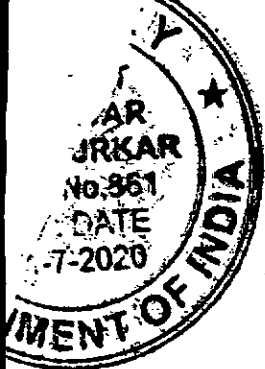




NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्त्यासाठी लागू नाही.



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

Affidavit cum Declaration

Affidavit cum Declaration of ~~Mr./Ms.~~ Flagship Infrastructure. Pvt. Ltd., having its registered office at 101, Somnath, CTS No. 988, Ram Mandir Road, near Tilak Mandir, Vile Parle (East) Mumbai: 400 057, Maharashtra promoter of the ~~proposed~~ project viz. "Blue Ridge-Project C Land T18 & T19" through Ms. Meghali Ravindra Katdare, age: adult, occupation: service, address: c/o PSC House, CTS No. 111+111/2, Anand Colony, off Prabhat Road, Pune: 411 004, its signatory duly authorized by the promoter of the ~~proposed~~ ongoing project, situated at: User Zone No.R2, Survey No. 119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173, Plot No.1, Blue Ridge, behind Cognizant, Rajiv Gandhi Infotech Park- Phase I, Hinjawadi, Pune: 411 057, vide its/~~his/their~~ authorization dated 29/05/2017;

I, Ms. Meghali Ravindra Katdare ~~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 promoter has a legal title ~~report~~ to the land on which the development of the project is ~~proposed~~ ongoing.

OR

~~_____ 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 the 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

That details of encumbrances including dues and litigations, details of any rights, title, interest or name of any party in or over such land, ~~along with details~~ are as under:

Details of encumbrances:

Sr. No.	Details of the encumbrances
1	As per Debenture Trust Deed dated 29/10/2015 and registered vide serial No.8871/2015, on 29/10/2015 in the office of Sub-Registrar Mulshi-2, Pune and Debenture Trust Deed dated 26/10/2015 and registered vide serial No.12242/2015 on 30/10/2015 in the office of Sub-Registrar Haveli-10, Pune respectively, <i>inter alia</i> the following rights/property has been mortgaged by the Promoter – (i) ownership rights of the Promoter with respect to the land admeasuring 9383.22 Sq.Mtrs. which includes the Project Land; (ii) Unsold Units of the Project; (iii) Receivables of the Project; (iv) Escrow Account of the Project; (v) Project Documents of the

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	Project; (vi) Operating Account of the Project; and (viii) Promoter's Retention Account collectively opened for this purpose, in favour of IDBI Trusteeship Services Limited (Acting as a Trustee for Piramal Enterprise Limited and Piramal Finance Limited) having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400001 for availing finances.
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Details of litigation:

Sr. No.	Name of the Court	Type of case	Case No.	Role of the Promoter	Litigation for:	Preventive order if any	Present status
1	High Court, Mumbai	Writ Petition	8019/ 2010	Petitioner	Setting aside the show cause/ demand notice issued by Tahasildar Mulshi demanding alleged royalty.	No preventive order against the Promoter. However there is a preventive order passed as against the Respondent i.e. Tahasildar, Mulshi.	Matter admitted. Posted for final argument.
2	High Court, Mumbai	Writ petition	WPST/ 25228/2016	Respondent No.1	Challenging the order dated 11.05.2016 in presentation No.08/2016 passed by the Electricity Ombudsman, Mumbai	No	Posted for pre-admission
3	High Court, Mumbai	Writ petition	WPST/ 25230/ 2016	Respondent No.1	Challenging the order dated 11.05.2016 in presentation No.09/2016 passed by the Electricity Ombudsman, Mumbai	No	Posted for pre-admission
4	High Court, Mumbai	Writ petition	WPST/ 6443/ 2016	Respondent No.1	Challenging the order dated 05.12.2015 in case No.27/2015 passed by the Consumer Grievance Redressal Forum, Mumbai.	No	Posted for pre-admission

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3. That the time period within which the project shall be completed by me/ the Promoter from the date of registration of the Project: on or before 31.12.2018;

4. (a) for new projects:

~~That seventy percent 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 percent 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 the completion of the project.~~

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

6. That I/ 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.

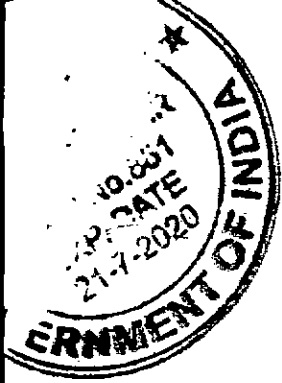
8. That I/ the Promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.

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 of any apartment, plot or building, as the case may be.

Deponent

M. K. Katdare
AUTHORISED SIGNATORY



Verification

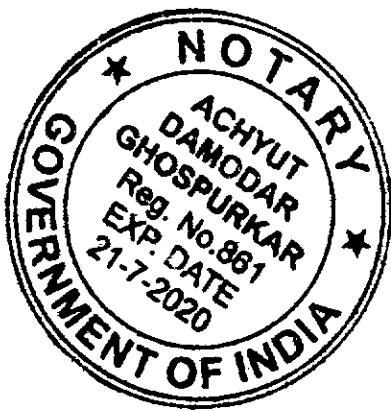
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at 14th on this 14th day of June, 2017

Deponent

Mr. Kartdare

AUTHORISED SIGNATORY



BEFORE ME

A. D. Ghospurkar
A. D. GHOSPURKAR
NOTARY UNION OF INDIA
PUNE

Noted And Registered

at Sr. No. 768/2017

Date 14/6/17