

TO WHOMSOEVER IT MAY CONCERN

SELF DECLARATION REGARDING ENCUMBRANCES

Re: Proposed project "T11 named as Raheja Stellar in RV Premiere" ("Real Estate Project"), to be constructed/developed by Inorbit Malls (India) Private Limited, on a portion of land bearing at S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4 (pt.), S. No. 26 H. No. 2A, S. No. 26 H. No. 2B (pt.), S. No. 26 H. No. 1+9A (pt.), Village Mohammadwadi, Taluka Haveli, District Pune.

1. Details of Encumbrances:

Sr. No	Details of mortgage and other encumbrances
1.	Under three Deeds of Simple Mortgage all dated 30th September 2015 registered under No. 7863 of 2015, 7864 of 2015 and 7865 of 2015, the Owner/Promoter created a security interest in favour of the Housing Development Finance Corporation Limited ["HDFC"] in the demarcated portion of land (being NA land) admeasuring in the aggregate 94,010.39 sq. mtrs approximately, which forms part of the amalgamated larger land bearing S. No 27/1+2+3 Plot A + 27/4 + 5 + 37/3 + 4 Plot B + 25/4 + 26/1+9A (part) + 26/2A+2B totally admeasuring 1,01,104.03 sq. mtrs (excluding the portion of the land under reservation as amenity space admeasuring 7093.64 sq. mtrs. bearing S. No. 26/1+9A, S. No 26/2A and S. No. 26/2B), together with construction thereon, both present and future (which excludes the property described in Schedule 1A to the said Deed/s). Subsequently vide 3 Deeds of Partial Release of Mortgage dated 28th November, 2019 registered with the office of Sub Registrar, Haveli-10, Pune under No. 27503 of 2019, 27505 of 2019 and 27506 of 2019, HDFC has released a portion of land admeasuring 11458.01. sq. mts. (as more particularly mentioned in the 3 Deeds of Partial Release of Mortgage dated 28th November, 2019) out of the above referred aggregate land admeasuring 94010.39 sq. mtrs. Thereafter vide further 3 Deeds of Partial Release of Mortgage dated 4th September 2020 registered with the office of Sub Registrar, Haveli-10, Pune under No. 11058 of 2020, 11059 of 2020 and 11060 of 2020, HDFC has released all the sold apartments in completed buildings Nos.T12 & T13 (within the aforesaid amalgamated larger lands), together with their respective proportionate undivided interest in the notionally demarcated land area admeasuring 5495.21 sq. mts. Or thereabouts in the aggregate underlying/ appurtenant to the said completed buildings T-12 & T-13 constructed thereon and forming part of the said premises more particularly described in the Schedule -1 therein.
2.	<u>S. No. 26 Hissa No. 1 + 9A</u> The aforesaid land is totally admeasuring 27300 sq. mtrs. out of which area considered for layout sanction in respect is admeasuring 25,800 sq. mtrs. Out of the larger land admeasuring 101104.03 sq. mtrs. Mirchandani Group has

Inorbit Malls (India) Pvt. Ltd.

(CIN : U45200MH1999PTC117748)

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A group company of K Raheja Corp

	encroached on the land owned by Inorbit Malls (India) Private Limited to the tune of 12 Ares i.e. 1200 sq. mtrs which is a portion of the larger land.
3.	<u>S. No. 26 Hissa No. 2A and 2B</u> Shree Balaji Associates, Pune has sent Cavalcade Properties Private Limited a notice dated 13 October 2016 and further letters alleging that Cavalcade Properties Private Limited has illegally encroached from the western side by 6 meters and thereabout upon the land bearing S. No 26 Hissa No. 2/1C/1 owned by them and requested for a joint demarcation in order to resolve the boundary dispute amicably. Cavalcade Properties Private Limited has strongly objected to the aforesaid notice on 6 December 2016 stating that it is not Cavalcade Properties Private Limited which has encroached but Shree Balaji Associates has encroached upon the property bearing S. No 26 Hissa No. 2 A and 2B which is in possession of Cavalcade Properties Private Limited. The said land bearing S. No 26/2A and S. No 26/2B is part of the sanctioned layout in respect of larger land and some portion out of the same is earmarked as Amenity space which is to be handed over to the Pune Municipal Corporation. Cavalcade Properties Private Limited has replied to Shree Balaji Associates stating that they would render necessary assistance/cop-operation for carrying out the joint demarcation.
4.	<u>S. No 26 Hissa No. 1 +9A</u> (i) With reference to land admeasuring 0 Hectare 19.5 Ares out of land bearing S. No. 26 Hissa No. 1 + 9 A of Village Mohammadwadi District Pune Cavalcade Properties Private Limited has made part-payment of the consideration payable to Shri. Balasaheb Khandu Badade (the erstwhile land-owner) as provided in the Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7, and has agreed to pay the balance consideration of Rs. 1,43,90,820/- (Rupees One Crore Forty Three Lakhs Ninety Thousand Eight Hundred and Twenty Only) to Shri. Balasaheb Khandu Badade. Shri. Balasaheb Khandu Badade has consented to the transfer of the said land admeasuring 0 Hectare 19.5 Ares out of land bearing S. No. 26 Hissa No. 1 + 9 A of Village Mohammadwadi District Pune in favour of Inorbit Malls india Private Limited, (the Promoter herein). (ii) with reference to land admeasuring 0 Hectare 20 Ares out of land bearing S. No. 26 Hissa No. 1+9 A (part) of Village Mohammadwadi District Pune owned by Mr. Prakash Pandharinath Sathe (the erstwhile owner thereof), Cavalcade has made part-payment of the consideration payable to M/s. D. S. Argade Promoters & Builders in favour of whom Shri. Prakash Sathe has assigned the development rights and Cavalcade Properties Private Limited has agreed to pay the balance consideration of Rs. 49,10,850/- (Rupees Forty Nine Lakhs Ten Thousand Eight Hundred and Fifty Only) to M/s. D. S. Argade Promoters & Builders. Mr. Prakash Pandharinath Sathe and M/s. D. S. Argade Promoters & Builders have consented to the transfer of the said land admeasuring 0 Hectare 20 Ares out of land bearing

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	S. No. 26 Hissa No. 1+9 A (part) of Village Mohammadwadi District Pune in favour of Inorbit Malls (India) Private Limited; (the Promoter herein).
5.	<u>S. No 27 Hissa No. 3</u> A public notice was issued by Adv. Parasad Ippe on behalf of his clients Mrs. Poonam Prafulla Lonkar, Mrs Reshma Dineshkumar Tiwari, Mrs. Bhumika Vishal Shitole, Mr. Pankaj Chandrakant Bhangire, Mrs. Deepika Amit Chorghade, Mrs. Nikita Sameer Magar and Shri. Ganesh Suryakant Bhangire in respect of the erstwhile land bearing S. No 27 Hissa No. 3 admeasuring 0 hectares 40.5 Ares out of entire 1 Hectares 21 Ares of Village Mohammadwadi, Taluka Haveli, District Pune which has been alleged to be transferred by Shri. Bhikoba Shivram Bhangire and others to Shri. Dineshchandra Argade, Cavalcade Properties and Inorbit Malls (India) Private Limited without the consent of his clients i.e. Reshma Dineshkumar Tiwari and Mr. Pankaj Chandrakant Bhangire even though they were major at the time of execution of Development Agreement dated 09/12/2002 registered at Sr. No 6304/2002 and had an undivided share in the aforesaid land and hence the said document is not binding on his clients. Cavalcade Properties Private Limited replied to the said public notice through Wadia Ghandy & Co, Advocates and Solicitors, Pune stating that the aforesaid land was validly and for sufficient reasons in law alienated the aforesaid land and no consent of his clients was required and it was an attempt to extract money from Cavalcade Properties Private Limited and the said public notice was issued only with a malicious, dishonest and sole reason of causing wrongful loss to Cavalcade Properties Private Limited. Further a notice was received on 8 September 2015 from Adv. Prasad Ippe on behalf Mrs. Poonam Prafulla Lonkar, Mrs Reshma Dineshkumar Tiwari, Mrs. Bhumika Vishal Shitole, Mr. Pankaj Chandrakant Bhangire, Mrs. Deepika Amit Chorghade, Mrs. Nikita Sameer Magar and Ganesh Suryakant Bhangire in respect of the land bearing S. No 27 Hissa No. 3 admeasuring 0 hectares 40.5 Ares out of entire 1 Hectares 21 Ares of Village Mohammadwadi, Taluka Haveli, District Pune which has been alleged to be transferred by Shri. Bhikoba Shivram Bhangire and others to Shri. Dineshchandra Argade, Cavalcade Properties and Inorbit Malls (India) Private Limited without the consent of his clients i.e. Reshma Dineshkumar Tiwari and Mr. Pankaj Chandrakant Bhangire even though they were major at the time of execution of Development Agreement dated 09/12/2002 registered at Sr. No 6304/2002 and had an undivided share in the aforesaid land and hence the said document is not binding on his clients. The said notice was replied through Wadia Ghandy & Co, Pune stating that the aforesaid land was transferred and conveyed by Shri. Bhikoba Shivram Bhangire and others in the capacity of Karta of the family for legal necessities and for adequate consideration and with an ulterior motive to extract money and nothing else. His clients should refrain from interfering with the rights of Cavalcade Properties Private Limited. Thereafter, no response has been received from the aforesaid persons and we have no knowledge of any suit/litigation being filed by the aforesaid persons till this date.

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	Cavalcade Properties Private Limited is filing Caveat Application at regular intervals in the Court of Civil Judge Senior Division, Pune at Pune against the aforesaid persons.
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2. Details of Litigations:

Sr. No.	Name of the Court	Type of case	Case No.	Role of the Promoter	Nature of Litigation	Preventive order, if any	Present status
1.	Bombay High Court	Writ Petition	5647/2016	Petitioner	Writ Petition for quashing of action taken by PMC under Section 205 of Maharashtra Municipal Corporation Act.	No	Matter is due for admission.
2.	Ministry of Urban Development, Mantralaya Mumbai	Appeal	2016	Petitioner	Appeal under Section 47 of MRTP against the impugned rejection to grant development permission for modification of approved layout by Promoter on 21.12.2015 by PMC communicated on 17.04.2016 to the Promoter	No	The Petitioner has filed Withdrawal Letter in the Appeal.
3.	Additional Collector, Pune	Second RTS Appeal	38/2021	Appellant No. 2	Appeal Under Section 247 of Maharashtra Land Revenue Code	No	Issue of Notice.
4.	Additional Commissioner Pune	Revision Application along with	40/2021	The Promoter is not a party to the said	Revision Application under Sec.257 of	No	Appearance stage.

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		Applicat ion for Condoni ng delay		Revision Application but is the Owner/ Developer of the larger land (which includes the Project Land) and which is the subject matter of the said Revision Application	Maharashtra Land Revenue Code, 1966		
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For Inorbit Malls (India) Private Limited,



Anil Mathur
Authorised Signatory

Place: Pune

Date: 14.01.2022