



महाराष्ट्र MAHARASHTRA

● 2018

AP 343504



मुद्रांक कार्यालय, मुंबई
दि. २१/०५/२०१८
21 MAY 2019
संलग्न अधिकारी

श्री. दि. क. गवई

Form 'B'

See rule 3 (6)

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Mr. Om Ahuja, duly authorized by Inorbit Malls (India) Private Limited, a company incorporated and registered under the Companies Act, 1956 having its registered office at Raheja Tower, Plot C – 30, Block G, Opp. SIDBI, Bandra - Kuria Complex, Bandra (East), Mumbai – 400 051) (the “Promoter” herein), vide Board Resolution dated 22.05.2019. The Promoter is the Owner/Developer of the Building/Wing Nos. T9 and T10, named as “Chronos” and “Supremus” respectively, being Phase 1 of Raheja Reserve (comprising of the Building/Wing Nos. T7, T8, T9 and T10) and to be constructed by the said Promoter on portion of the Demarcated Building Sub Plot admeasuring approximately 7754.48 sq. mtrs. (Earmarked/designated for the Building Nos. T7, T8, T9 and T10 and hereinafter referred to as the “Project Land”) from and out of the Layout (being developed as “Raheja Vistas Premiere”) and being demarcated portion of the non - agricultural land

bearing 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.), of Village Mohammadwadi, Pune.

The aforesaid Project Land and the first phase (Building/Wing Nos. T9 and T10 named as "Chronos" and "Supremus" respectively) and the second phase (Building/Wing Nos. T7 and T8 named as "Belvedere" and "Luxuriant" respectively), proposed to be constructed in phases thereon, are collectively referred to as "**Project**".

I, Om Ahuja, duly authorized by the Promoter of the first phase (being the Building/Wing Nos. T9 and T10) of the Project do hereby solemnly declare, undertake and state as under:

That the Promoter has a legal title report to the Project Land on portion of which the development of the first phase of the Project is presently being carried out by the Promoter as Owner/Developer.

A copy of the Title Report dated 12th May, 2016 (read with the Corrigendum to the Title Report dated 1st June, 2016) and the Supplement -1 to the Title Report dated 22nd April, 2019 {collectively "Title Report"} issued by Mr. Kiran Kothadiya, Advocate of the Promoter, certifying the title of the Promoter in respect of the Larger Layout Land (which includes the aforesaid Project Land) is enclosed and uploaded herewith.

2. That the details of encumbrances and litigation are set out in Annexure A hereto and also in the aforesaid Title Report.
3. That the time period within which the first phase of the Project shall be completed by the Promoter from the date of registration of the first phase of the Project is 30.09.2024;
4. That seventy percent of the amounts to be realized by the Promoter for the first phase of the said Project from the allottees, from time to time, shall be deposited in a separate account to be maintained by the Promoter 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 aforesaid Separate Account to be maintained by the Promoter shall be withdrawn by the Promoter in accordance with Rule 5.
6. That the Promoter shall get its accounts audited within six months after the end of every financial year by a practicing Chartered Accountant and shall produce a statement of its accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that 70% of the amounts collected by the Promoter from the allottees for the first phase of the Project have been utilized for the first phase of the Project and the withdrawal has been in compliance with the proportion to the completion of the first phase 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.



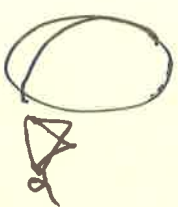
10. That the Promoter shall not discriminate against any allottee at the time of the allotment by it of any apartment in the project.

Verification

The contents of my above Affidavit cum Declaration (read with Explanatory Note/Self Declaration) are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this 3 day of JUN 2019, 2019

Deponent



BEFORE ME

SANTOSH K. SINGH
NOTARY
MAHARASHTRA
(Govt of India)

3 JUN 2019

ANNEXURE A

Details of Encumbrances

Sr. No	Details of the encumbrances
1.	Under three Deeds of Simple Mortgage all dated 30 th 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).
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 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 said 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. Balasahab 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. Balasahab 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 Sathre (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 Sathre 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 Sathre 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 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. 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.				
6.	<u>S. No 27 Hissa No. 3</u> Objection has been raised on 12 April 2017 by Mr. Popat Tukaram Bhangire and Suryakant Bhikoba Bhangire, to the Mutation Entry No. 13916 being certified in respect of the mutation of the name of Inorbit Malls (India) Private Limited in respect of the 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 S admeasuring 30737.91 sq. mtrs. on the VII XII of the aforesaid land. Objection has been raised on 13 April 2017 by Mrs. Poonam Prafulla Lonkar, Mrs. Reshma Dineshkumar Tiwari, Mrs. Bhumika Vishal Shitole, Mr. Pankaj Chandrakant Bhangire, Mrs. Deepika Amit Chorghade, to the Mutation Entry No. 13916 being certified in respect of the mutation of the name of Inorbit Malls (India) Private Limited in respect of the 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 S admeasuring 30,737.91 sq. mtrs. on the VII XII of the aforesaid land. The objection/complaint filed by the objectors before the Circle Officer, Hadapsar has been dismissed/rejected on 27th October, 2017.				

12. Details of litigations, details of any right, title and interest, claim of any third party in or over the project land are as under:

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.	Civil Judge Senior Division	Special Civil Suit	475/1998	Defendant No. 6 and 7	Suit for specific performance , permanent injunction and damages	No	Matter is posted for evidence on 6 th June 2019
2.	Bombay High Court	Writ Petition	5647/2016	Petitioner	Writ Petition for quashing of action taken by PMC under Sec 205 of Maharashtra Municipal Corporation Act	No	Matter is posted for admission on 23rd September, 2019
3.	Ministry of Urban	Appeal	2016	Petitioner	Appeal under Sec 47 of	No	Matter was referred to

Development, Mantralaya Mumbai					MRTD against the impugned rejection to grant development permission for modification of approved layout by Inorbit Malls (India) Private Limited on 21.12.2015 by PMC communicat ed on 17.04.2016 to Inorbit Malls (India) Private Limited	PMC for their opinion/vie ws/reply on the Appeal filed. PMC has submitted its reply.
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ANNEXURE B

Explanatory Note / Self Declaration to Form A & Form B

It is clarified/ explained in the interest of true, correct and material disclosure as follows:-

Project Land

1. All that piece and parcel of land being demarcated building sub plot admeasuring approximately 7754.48 sq. mtrs. [Hereinafter referred to as the "Project Land"] being demarcated portion of the non - agricultural land bearing 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, S. No. 26 H. No. 2A, S. No. 26 H. No. 2B (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi, Pune. Building/Wing Nos. T9 and T10, being Phase 1 of Raheja Reserve (comprising of the Building/Wing Nos. T7, T8, T9 and T10) and being/proposed to be constructed by the said Promoter on portion of the aforesaid Project Land, as set out in the Form A.

Building Count

2. The total building count and the sanctioned building count of two as set out in Form A is in respect of the phase being registered (i.e. Wing T9 and Wing T10 of the Project comprising of the Building/Wing Nos. T7, T8, T9 and T10). It is clarified that the entire Project comprising of the Building/Wing Nos. T7, T8, T9 and T10 as per the sanctioned layout contains total of 4 (four) buildings/wings (of which Building/Wing Nos. T9 and T10 comprise of the first phase which is being registered under RERA).

Project

3. The entire Project is to comprise of the aforesaid Project Land admeasuring approximately 7754.48 sq. mtrs and the four Building/Wing Nos. T7, T8, T9 and T10 proposed to be constructed, in phases, thereon, as under:

- (i) the first phase is to comprise of the abovementioned Residential Building/Wing Nos. T9 and T10 named as Chronos and Supremus respectively. Building/Wing No. T9 is to finally comprise of 5 (Five) parking floor levels and residential apartments commencing from Ground floor to 27 (Twenty-seven) upper floors (total 28 residential floors) (with provision for Refuge Area/s on the specified floors of the said Building/Wing No T9. Building/Wing No. T10 is to finally comprise of 5 (Five) parking floor levels and residential apartments commencing from Ground floor to 27 (Twenty-seven) upper floors (total 28 residential floors) (with provision for Refuge Area/s on the specified floors of the said Building/Wing No T10.

- (ii) the Second phase is to consist of the abovementioned Residential Building/Wing Nos. T7 and T8 named as Belvedere and Luxuriant respectively. Building/Wing No. T7 is to finally comprise of 5 (Five) parking floor levels and residential apartments commencing from Ground floor to 27 (Twenty-seven) upper floors (total 28 residential floors) (with provision for Refuge Area/s on the specified floors of the said Building/Wing No T7. Building/Wing No. T8 is to finally comprise of 5 (Five) parking floor levels and residential apartments commencing from Ground floor to 27 (Twenty-seven) upper floors (total 28 residential floors) (with provision for Refuge Area/s on the specified floors of the said Building/Wing No T8.

FSI and Recreational Space details

4. The Floor Space Index available proposed to be utilized in respect of the said Project Land is 74061.34 square meters only. The Floor Space Index being utilized in the construction of the said Building/Wing Nos. T9 and T10 (being Wings of the Project comprising of the Building/Wing Nos. T7, T8, T9 and T10) and being the first Phase of the Project, as sanctioned

as on date is 25181.14 square meters only. The Floor Space Index finally proposed to be utilized in the construction of the said Building/Wing No. T9 and T10 (being Wings of the Project comprising of the Building/Wing Nos. T7, T8, T9 and T10) and being the first Phase of the Project, is 37030.67 square meters only. Allottees will be having membership rights of usage and enjoyment of Community building/s constructed by the Promoter.

Carpet Areas

5. The carpet area of the Apartments set out in Form A includes all walls (including load bearing walls) as per Circular 4/2017 dated 14.6.2017 issued by Maha RERA.

Variations in the areas of Apartments

6. Certain apartments will be or may be amalgamated or sub-divided as may be desired and requested by the proposed Allottees from time to time, modified details thereof will be intimated to the MahaRERA authority from time to time, on receipt of required approvals.

70 % of realisations

7. Regarding deposit of 70 % realisations for the real estate project, TDS deducted by allottees will be treated as part of 30%. Amounts deposited by the customers towards pass through charges and taxes will not be part of the deposit in the 70% account as set out in Circular No. 7/2017 dated 04.07.2017 issued by MahaRERA.

Dates of the data uploaded on the website

8. The data of estimated cost as set out in Form A is as on 31.03.2019. The Percentage of Completion of the Project Development Work (Common Areas and Facilities, Amenities) and Construction Work (Tasks /Activities) as set out in Form A is as on 31.03.2019.

