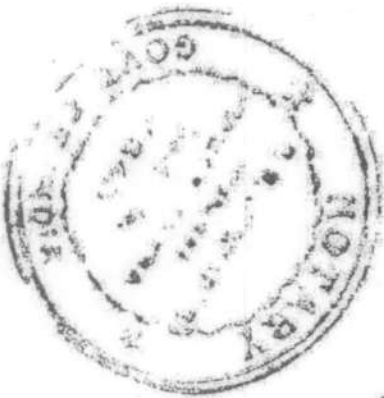




प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९४
- 7 APR 2017
सदाम अधिकारी 3

Form B
[See Rule 3(6)]

श्री. रा. कृ. पोटले

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Mr. Chandrashekar Ponnuswamy, the Authorised Representative of Runwal Homes Private Limited ("the Promoter Company"). The Promoter Company is the promoter of the proposed Real Estate Project (described below).

I, Mr. Chandrashekar Ponnuswamy, Authorised Representative of the Promoter Company do hereby solemnly declare, undertake and state as under:



जोड़पत्र - 9 Annexure - 1

फॉर्मल प्रतिज्ञापत्र Only for Affidavit

मुद्रांक विवरण Runwal Hom

मुद्रांक विकत घेणाऱ्याची रहिवासी मालकी

मुद्रांक विक्रीकरावची मॉडेल/ऑफिस/अड्डा

मुद्रांक विकत घेणाऱ्याची

परवाना क्रमांक ००००९४

मुद्रांक विक्रीचे ठिकाण/पत्ता : मुख्य शाखा मंत्रालय

दि महाराष्ट्र मंत्रालय अँड अलाईड ऑफिस

मंत्रालय - ४०० ०३२

राज्याचीय कार्यालयासाठी/जिल्ह्यासाठी/तहसीलसाठी/मुद्रांक

वगळताची आवश्यकता नाही. (सं. १०३/२००४ नुसार)

सया कारणासाठी मालकी मुद्रांक/मुद्रांक विक्री करारी

केवळामात्र इतरिस्तरेने काढले, बंधनकारक

Runwal Homes Pvt. Ltd.

Runwal & Co. are

1st Floor, Off. Eastern Express Highway,

Opp Sion Church

Sion (E), Mumbai, Maharashtra

परवानाधारक/मुद्रांक विक्रीसाठी

मगवान

१५ MAY २०१७

१५ MAY २०१७

१५ MAY २०१७

१५ MAY २०१७

१५ MAY २०१७

१५ MAY २०१७

1. The Promoter Company is the owner of all those pieces and parcels of land admeasuring approximately 82,054.20 square metres in the aggregate bearing new CTS Nos. 681A/7, 681A/8 and 681A/9 situate at Village Nahur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("the Larger Land") pursuant to Deed of Conveyance dated 31st December, 2009 bearing registration No. BDR3-01584-2010 and Deed of Conveyance dated 5th March, 2010 bearing Registration No. BDR3-2613-2010. Certified true copies of the Index II of Deeds of Conveyance dated 31st December, 2009 and 5th March, 2010 are annexed as Annexure "A" and "B" respectively.
2. That the details of encumbrances with respect to the Larger Land are listed in Annexure "C" and details of the litigations with respect to the Larger Land are listed in Annexure "D".
3. The Promoter Company is developing the Larger Land in phases ("Whole Project").
4. As part of the Whole Project, the Promoter is developing four wings viz., 'Wing E(Cypress), Wing F(Ebony), Wing G(Redwood) and Wing H(Pinewood) as one phase on a portion of the Larger Land admeasuring 3107.35 square metres (Plinth Area) ("the said Land") and this development of the aforesaid 4 (four) wings (Wing E(Cypress), Wing F(Ebony), Wing G(Redwood) and Wing H(Pinewood) on the said Land) is presently being registered as a Real Estate Project ("the Real Estate Project"). Details of the Real Estate Project and the manner of development of the Whole Project are more particularly stated in the sample Agreement for Sale format uploaded on the website.
5. The time period within which the Real Estate Project shall be completed by the Promoter Company from the date of registration of the Real Estate Project shall be 31st December 2019.
6. That seventy per cent of the amount to be realised hereinafter by the Promoter Company 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 the purpose.
7. That the amounts from the separate account shall be withdrawn in accordance with Rule 5 of The Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects, (Registration of Real Estate Agents, Rate of Interest and disclosure on website) Rules, 2017
8. That the Promoter Company 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 the Real Estate Project have been



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utilised for the Real Estate Project and the withdrawal has been in compliance with the proportion to the percentage of completion of the Real Estate Project.

9. That the Promoter Company shall take all the pending approvals on time, from the competent authorities.
10. That the Promoter Company 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.
11. That the Promoter Company has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
12. That the Promoter Company shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

For Runwal Homes Pvt. Ltd.

Ashu

Authorised Representative
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 30th on this June day of 2017

For Runwal Homes Pvt. Ltd.,

Ashu

Authorised Representative
Deponent



BEFORE ME

S. R. Lokhande
S. R. LOKHANDE
NOTARY

MAHARASHTRA - (MAHARASHTRA)

30 JUN 2017

NOTED & REGISTERED

Sr. No. 4617/70

Dated 30 JUN 2017

1584369

सूची क्र.2

दुय्यम निबंधक : कुर्ला 1 (कुर्ला)

09/05/2016

दस्त क्रमांक : 1584/2010

Note:-Generated Through eSearch
Module, For original report, please
contact concern SRO office.

नोंदणी :

Regn:63m

गावाचे नाव : नाहूर

(1) विलेखाचा प्रकार अभिहस्तांतरणपत्र

(2) मोबदला रु.1880000000

(3) बाजारभाव(भाडेपट्ट्याच्या रु. 1880000000

बाबतितपट्टाकार आकारणी देतो की
पट्टेदार ते समुद करावे)(4) भू-मापन, पोटहिस्सा व
घरक्रमांक(असल्यास)

पालिकेचे नाव:इतर वर्णन :अभिहस्तांतरणपत्र — मौजे नाहूर- जुना सि टीएसनं 681/
एपैकी, 681/ए-3 -ए8, 681/बी नवीन सि टी एसनं 681ए/7, 681ए/8 व 681ए/9 — सेट
बॅक क्षेत्र व डी पी रोड मिळून एकत्रीत क्षेत्र 81551.36 चौ मि — एडीजे नं 2612/09/
के/2245/09 दिनांक 30/12/2009

(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल
तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून
ठेवणा-या पक्षकाराचे नाव किंवा
दिवाणी न्यायालयाचा हुकुमनामा किंवा
आदेश असल्यास, प्रतिवादिचे नाव व
पत्ता.

नाव: मेरीड लि तर्फे संचालक अनील कामथ AAACM2735P -- ,

(8) दस्तऐवज करून घेणा-या
पक्षकाराचे व किंवा दिवाणी
न्यायालयाचा हुकुमनामा किंवा आदेश
असल्यास, प्रतिवादिचे नाव व पत्ता

नाव: मेसर्स रुणवाल होम्स अँड मॉल्स प्रा लि तर्फे संचालक संदीप एस रुणवाल -- ,

(9) दस्तऐवज करून दिल्याचा दिनांक 31/12/2009

(10) दस्त नोंदणी केल्याचा दिनांक 09/02/2010

(11) अनुक्रमांक, खंड व पृष्ठ 1584/2010

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 94000000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000



Annexure "B"

दुय्यम निबंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 2613/2010

Saturday, March 06, 2010

8:09:19 PM

सूची क्र. दोन INDEX NO. II

नॉरबी 03 म

Regn 63 11.8

गावाचे नाव: नाहूर

(1) विलेखाद्या प्रकार, मोबदल्याचे स्वरूप अभिहस्तांतरणपत्र
व बाजारभाव (भाडेपट्ट्याच्या
प्रमाणित पट्टाकार आकारणी देतो
म्हणजे पट्टेदार ते तमूद करारे) मोबदल: रु. 18,500,000.00
बॉ.भा. रु. 18,543,500.00

(2) आपन, पोटहिरसा व घरक्रमांक (1) वर्णन अभिहस्तांतरणपत्र --- मोजे नाहूर- खुली जागा --जुना सि टीएसन 681/ ए पैकी
681/ए 3- ए8, 681बी, नवीन सि टी एसन 681ए/7, 681/ए8, 681/ए9 एकत्रीत उर्वरीत क्षेत्र
502.84 बी मि --- एडीजे नं 499/10/के/558/10 दिनांक 3/3/2010

(3) क्षेत्रफल (1)

(4) आकारणी किंवा जुडी देण्यात
असेल तीच (1)

(5) दस्तऐवज करून देण्या-या (1) मरीड लि तर्फे, सचालक असील कामथ AAACM2735P --- घर/फ्लॅट नं: मुलुंड
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा गोरगाव तिक रोड, भोडुप प.स., गल्ली/रस्ता: --- इमारतीचे नाव: --- इमारत नं: --- पेठ/वसाहत:
दियाणी न्यायालयाचा हुकुमनामा --- शहर/गाव: --- तालुका: --- पिन: --- पॅन नम्बर: ---
किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून देण्या-या (1) मेरसे रुग्णालय होम्स प्रा.लि तर्फे सचालक संदीप एस रुग्णालय --- घर/फ्लॅट नं:
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा रुग्णालय रोड, 1 ला. रस्ता चेपुर मु 71, गल्ली/रस्ता: --- इमारतीचे नाव: --- इमारत नं: ---
दियाणी न्यायालयाचा हुकुमनामा पेठ/वसाहत: --- शहर/गाव: --- तालुका: --- पिन: --- पॅन नम्बर: AADCR5789K.
किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(7) दिनांक करून दिल्याचा 05/03/2010

(9) नोंदणीचा 06-03/2010

(9) अनुक्रमांक, खंड व पृष्ठ 2013 2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 827175.00

(11) बाजारभावाप्रमाणे नोंदणी रु 20000.00

(12) शेष



2

Annexure 'C'

Details of Encumbrance

Sr. No.	Lender	Borrower	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date	Particulars
1	PIRAMAL FINANCE LIMITED ADDRESS: 4th Floor, Piramal Tower Anannexe Ganpatrao Kadam Marg, Lower Parel Mumbai- 400013	Runwal Homes Private Limited	10 th May, 2016	Kurla 1 under Serial No. 4952 of 2016 dated 10 th May, 2016	First <i>Pari-passu</i> Charge in favour off IDBI Trusteeship Services Limited, acting as Trustee on behalf of the Lender, vide debenture trust deed dated 10 th May, 2016 and registered with the Office of the Sub-registrar of Assurances, Kurla 1 under Serial No. 4952 of 2016
2	HDFC LIMITED ADDRESS: Ramon House, H.T. Parekh Marg, 169 Reclamation, Churchgate, Mumbai - 400 020.	Runwal Homes Private Limited	24 th November, 2016	Kurla 2 under Serial No. 11465 of 2016 dated 24 th November, 2016	First <i>Pari-passu</i> Charge in favour of IDBI Trusteeship Services Limited, acting as Security Trustee on behalf of lender, vide Deed of Mortgage dated 24 th November, 2016 and registered with the Office of the Sub-registrar of Assurances, Kurla 2 under Serial No. 11465 of 2016
3	AXIS BANK LIMITED ADDRESS: Corporate Banking Branch, 1 st Floor, 'A' Wing, Mittal Tower, Nariman Point, Mumbai-400021	Runwal Homes Private Limited	15 th December 2016	Kurla 2 under Serial No. 11924 of 2016 dated 15 th December 2016	First Charge over 22 (Twenty-Two) units (comprising of retail shops and residential premises in the Project) vide simple deed of mortgage dated 15 th December 2016 registered with the Office of the Sub-registrar of Assurances, Kurla 2 under Serial No. 11924 of 2016



QX

List of pending Litigations in respect of larger land				
SR.NO.	Litigation Type	Court	CASE NO.	ORDER YES/NO
1	Civil Petition	High Court, Bombay	Contempt Petition No. 57/2016 In W.P. No. 1885/2014	No
2	Consumer Complaint	NCDRC	C.C. No. 180/2015	No
3	Consumer Complaint	NCDRC	C. C. No. 181/2015	No
4	Consumer Complaint	NCDRC	C. C. No.435/2015	No
5	Consumer Complaint	NCDRC	C.C. No.56/2016	Yes
6	Consumer Complaint	NCDRC	C. C. No. 1/2016	Yes
7	Consumer Complaint	NCDRC	C.C. No. 1124/2016	Yes
8	Consumer Complaint	NCDRC	C.C. No. 1142/2016	No
9	Consumer Complaint	NCDRC	C.C. No. 195/2016	No
10	Consumer Complaint	NCDRC	C. C. No. 357/ 2017	No
11	Consumer Complaint	NCDRC	C. C. No. 358/ 2017	No
12	Consumer Complaint	SCDRC	C. C. No.213/2015	No
13	Consumer Complaint	SCDRC	C. C. No. 723/2015	No
14	Consumer Complaint	SCDRC	C. C. No. 505/2016	No



15	Consumer Complaint	SCDRC	C. C. No. 563 /2016	No
16	Civil Suit	City Civil Court	L.C. Suit No. 552/2013	No
17	Civil Suit	City Civil Court	SUIT/100803/2015	No
18	Civil Suit	City Civil Court	SUIT/102355/2015	Yes
19	Civil Suit	City Civil Court	SUIT/102852/2015	Yes
20	Civil Suit	City Civil Court	SUIT/100430/2016	Yes
21	Civil Suit	City Civil Court	SUIT/100431/2016	Yes
22	Civil Suit	City Civil Court	SUIT/895/2016	Yes
23	Civil Suit	City Civil Court	SUIT/985/2016	Yes
24	Civil Suit	City Civil Court	SUIT/984/2016	Yes
25	Civil Suit	City Civil Court	SUIT/2140/2016	No
26	Criminal Complaint	MM Court, Kurla	SS/572/2016	No
27	Criminal Complaint	MM Court, Ballard Pier	SS/1696/2017	No
28	Consumer Complaint	NCDRC	C. C. No. 1115/ 2017	yes



Note: HC- High Court Bombay
NCDRC- National Consumer Dispute Redressal Commission
SCDRC- State Consumer Dispute Redressal Commission
City Civil Court- City Civil Court, Bombay
MM- Metropolitan Magistrate Court