



*[Handwritten Signature]*  
 ಸುಬ್ರಹ್ಮಣ್ಯದೇವಣ್ಣದೀಕಾರ  
 ವಿಜಯನಗರ, ಬೆಂಗಳೂರು

## FORM 'B'

[See sub rule (4) of rule 3]

Affidavit cum Declaration

Affidavit cum Declaration of Mr. N. Krishnamohan, duly authorized by the Promoter of the proposed project, i.e. Chalet Hotels Private Limited, vide its authorization dated 27<sup>th</sup> July, 2017; for registration of **Phase 1** of the proposed project called "Vivarea" comprising of 9 Residential Wings/Towers A,B,C,D,E,F,G,H & J ["**Project**"]. The Project is proposed to be constructed on the land bearing New No.21, Koramangala Industrial Layout, Ward No.68, PID No.68-4-21, Bangalore 560034 admeasuring approximately 3,22,437 square feet as per Katha extract (*equivalent to approximately 29,955 square meters* ("**Property**"). Presently there is no ongoing development / advertisement / marketing etc. in respect of the Project, due to force majeure event of cancellation of height NOC / litigation / expiry of approvals (*as set out in the Explanatory Note / Self Declaration annexed hereto.*

I, N. Krishnamohan, duly authorized by the Promoter of the Project do hereby solemnly declare, undertake and state as under:

1. That the Promoter has a legal title to the land on which the development of Phase 1 of the proposed Project is to be carried out.

AND

A legally valid authentication of title of such land, being copy of the legal title report dated 29<sup>th</sup> July 2017 by Advocate Jayesh Vilas Karandikar (*further to the (i) Legal Opinion dated 13<sup>th</sup> December 2010 (ii) Addendum to Legal Opinion dated 7<sup>th</sup> January 2011 and (iii) Second Amendment to the Legal Opinion dated 26<sup>th</sup> April 2012, all issued by M/s. Holla & Holla, Advocates; enclosed therewith*) is enclosed herewith.

2. That the details of encumbrances and litigation (as extracted from the aforesaid legal title report) are set out in Annexure A hereto.

3. That the time period within which the Project shall be completed by the Promoter from the date of registration of the Project is 31<sup>st</sup> July, 2022 (*subject to what is set out in the Explanatory Note / Self Declaration annexed hereto*).



*[Handwritten Signature]*

4. That seventy per cent of the amounts to be realised hereinafter by the Promoter for the 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 Separate Account, to cover the cost of the Project, shall be withdrawn in proportion to the percentage of completion of the Project.
6. That the amounts from separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project.
7. That the Promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall henceforth beginning from financial year 2017–2018, produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that 70% of the amounts collected for the 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.
8. That the Promoter shall take all the pending approvals on time, from the competent authorities (*subject to what is set out in the Explanatory Note / Self Declaration annexed hereto*).
9. That the Promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act, as set out in Explanatory Note / Self Declaration Annexure B hereto.
10. That the Promoter shall not discriminate against any allottee at the time of allotment of any apartment in the Project.



Deponent

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 Bangalore, on this \_\_\_ day of July, 2017.



Deponent



SWORN TO BEFORE ME  
K. VENKATESHAN, BA, LL.B  
ADVOCATE & NOTARY  
GOVERNMENT OF INDIA  
#28, Nethaji Street, St. Thomas Town Post  
Kammanahalli, Bangalore - 560 084.  
Mob : 98867 76570

31 JUL 2017

## ANNEXURE A

### Details of Encumbrances and Litigation

Litigation in respect of the land bearing New No.21, Koramangala Industrial Layout, Ward No.68, PID No.68-4-21, Bangalore 560034 admeasuring approximately 3,22,437 square feet (as per Katha extract) (equivalent to approximately 29,955 square meters)

Writ Petition No.37571 of 2013 and Writ Appeal No.2572 of 2014

1. Hindustan Aeronautics Limited (“**HAL**”) had by its fax dated 16<sup>th</sup> August 2013 (“**Cancellation Order**”), cancelled the height NOC dated 28<sup>th</sup> October 2011 issued by HAL in respect of the construction in the Larger-Project. A Writ Petition No.37571 of 2013 (“**WP**”) was filed on 21<sup>st</sup> August 2013 by Chalet against HAL before the Karnataka High Court (“**Karnataka HC**”) challenging the Cancellation Order, inter alia to (i) quash the Cancellation Order, (ii) direct HAL to permit Chalet to construct upto the maximum height which does not adversely affect aircraft operations as may be determined in the Aeronautical study (*based on the notified parameters for HAL Airport as on the date of issue of the NOC*) to be conducted by HAL through Airport Authority of India (“**AAI**”) or International Civil Aviation Organisation (“**ICAO**”) or any other recognised agency and has further prayed for interim reliefs to (i) stay the operation of the Cancellation Order, and (ii) direct HAL to carry out a comprehensive survey of the ground levels and Aeronautical study (at the cost of Chalet) through AAI or ICAO or any other recognised agency.
2. By Interim Order dated 23<sup>rd</sup> October 2013, the Karnataka HC has allowed the applicants i.e. persons who have invested some amounts in the building which is being constructed and is subject matter of the WP as parties to the same and to amend the cause title of the WP in this regard. Further under the aforesaid Order, Karnataka HC has (i) clarified that Chalet shall not modify/alter/renovate/develop the building constructed in the property (i.e. on the Land) in question above 40 meters from ground level i.e. no further alterations shall be made to the existing building above 40 meters, (ii) ordered that Chalet shall not sell or agree to sell or enter into an agreement with third parties in whatsoever manner in respect of any portion of the building above 40 meters.
3. By a further Interim Order dated 31<sup>st</sup> July 2014 (“**Interim Order**”), the Karnataka HC has directed AAI to process the application of Chalet to conduct an Aeronautical study of the Bengaluru (HAL) Aerodrome at the cost of Chalet, after due process and compliance with clause-5 of Annexure II to the Notification dated 14th January 2010, Annexure-B issued by the Ministry of Civil Aviation, Government of India. Karnataka HC has stated in the Interim Order that Chalet must either succeed or fail on the basis of the Aeronautical study report.



*K. Venkateshan*

4. HAL has filed Writ Appeal No.2572 of 2014 (“WA”) in Karnataka HC on 7th October 2014 against the Interim Order. By Order dated 3rd September 2015, Karnataka HC has dismissed the said WA.
5. By Order dated 29<sup>th</sup> June 2016, the High Court has permitted to amend the prayer in the petition to include the relief of validation of the NOC dated 28<sup>th</sup> October 2011, for a further period of five years from the final order that may be passed in the petition setting aside the cancellation.
6. Aeronautical Study Report dated 21<sup>st</sup> January 2016 of AAI has confirmed that the structure does to adversely affect aircraft operations. The matter is being finally heard by the Karnataka High Court.

*K. Venkateshan*



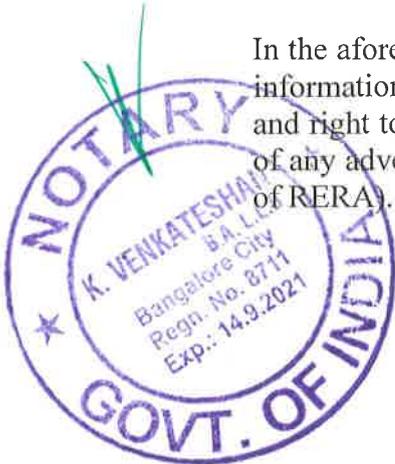
## ANNEXURE B

### Explanatory Note / Self Declaration to Form A & Form B

It is clarified/ explained in the interest of disclosure (and for abundant caution that ) -

1. The Larger-Project (including the Phase 1 Project of 9 Wings / Towers) is adversely affected by the force majeure events of litigation referred in Annexure A hereinabove, and consequent expiry of approvals (including height NOC and B.B.M.P related approvals); which has resulted in uncertainty in respect of the development (including relating to the height / number of floors, timelines, etc.); which development is presently not feasible to be continued and is at a virtual standstill. Hence, the present Project is not “where development is going on”.
2. While the Project and the Larger-Project are proposed to comprise of 17 floors in each Tower/Wing, the final number of floors and height in respect of the Project are contingent, and can be determined only on final disposal of the litigation and resolution of the height issue.
3. In the aforesaid circumstances, the Promoter is not presently carrying out and does not propose to advertise, market, book, sell or offer for sale or invite persons to purchase in any manner any plot, apartment or building; or collect any realisations in respect of any apartments, till the matters relating to the approvals are finally resolved with the concerned authorities.
4. Accordingly, while the Promoter presently –
  - (A) does not have all required subsisting approvals for carrying on and completing the development;
  - (B) has not engaged contractors for carrying on and completing the development;
  - (C) has no advertisements / brochures, and is not marketing, booking, selling or offering for sale or inviting persons to purchase in any manner any apartments (and accordingly there are no proforma of the application form / allotment letter / agreement for sale / conveyance deed; which can be prepared only on resolution of the force majeure event and certainty regarding all aspects of the development including the number of floors and timelines).

In the aforesaid circumstances, the Promoter has no present ability to file the requisite information and documents at this stage; however, the Promoter reserves the liberty and right to prepare and file the same as and when available and prior to carrying out of any advertisement, marketing etc. (i.e. the actions contemplated under Section 3(1) of RERA).



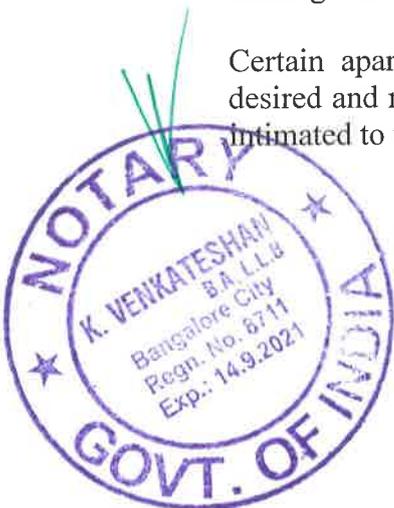
*K. Venkatesh*

5. Although the project was earlier running on schedule; however due to the aforesaid force majeure events there has been substantial delay and time spent in litigation. In the facts and circumstances of the present case, the completion date of 31<sup>st</sup> July, 2022 set out in Form A is tentative and based on estimated timelines for resolving the matters set out herein above, including for obtaining revised and revalidated approvals and completing construction. It is clarified that the estimated timelines (particularly relating to litigation and approvals) are not in the control of the Promoter and are likely to increase or reduce, depending on the progress and outcome of the said matters.
6. The Promoter is filing this application for registration under RERA as a matter of abundant caution, without prejudice to and reserving all rights and remedies relating thereto (*including regarding the requirement of registration in the facts of the present case; since this is not an "ongoing project" "where development is going on" as provided in rule 4; and also since the Promoter is not advertising, marketing, booking, selling or offering for sale, or inviting persons to purchase in manner, any plot, apartment or building in the Project, as contemplated under section 3(1) of RERA*). The proviso to section 3(1) of RERA for registration of ongoing projects within 3 months governs only the projects referred in section 3(1) of RERA, and is not an independent and general rule. It is clarified that the aforesaid position is in view of the aforesaid force majeure event and litigation, and the Promoter reserves the right and liberty to, and shall amend the data filed herewith or apply for fresh registration, as and when a Promoter is in a position to commence the construction / development and market the apartments.
7. It is clarified that the land area of 3,22,437 square feet of the Larger-Project as set out in Form A is on the following basis. –

	<u>Sft</u>
Area (as per sanctioned layout) (33,284.93 sm)	3,58,280
Area handed over for Parks / open spaces (3,330.02 sm)	35,843
Gross Area as per Katha certificate (after deducting area handed over)	3,22,437
Area for civic amenities to be handed over to Association (1671.30 sm)	17,989
Net Area	3,04,448

The Carpet area as set out in Form A is as defined in RERA, and includes internal partition walls (including columns, shear walls, all internal load bearing and non-load bearing walls).

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



*N. S. Srinivas*