

FORM 'B'

(See rule 3 (4))

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER



Affidavit cum Declaration

Affidavit cum Declaration of Mr. Siddharth Fifadra promoter/duly authorized by the promoter of Vibrant City Phase I (Name of proposed project), vide its/his/her/their authorization dated 15/01/2020.

I, Siddharth Fifadra promoter/duly authorized by the promoter of Vibrant City Phase I (Name of the proposed project) do hereby solemnly declare, undertake and state as under that;

1. I/we have a legal title to the land on which the development of Vibrant City Phase I (Name of the proposed project) is proposed;

OR

\_\_\_\_\_ have/has a legal title to the land on which the development of \_\_\_\_\_ (Name of the proposed project) is to be carried out;

AND

a legally valid authentication of 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. the said land is free from all encumbrances.

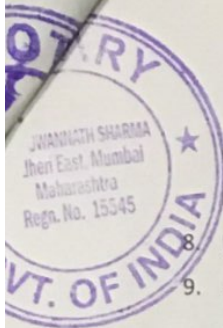
OR

details of encumbrances

- a. Mortgage of said land with Religare Finvest Ltd to the tune of INR 12,00,000/- Twelve Crores Only/- vide registered deed of mortgage; registration number 297, 2016 at the office of Sub-Registrar Mahuva.
  - b. Notice produced at the office of Sub-Registrar Mahuva dated 21/07/2015 vide registration number 2509, for impending case # SPCS 63/2017 (formerly SPCS/2015) including details of any rights, title, interest or name of any party in or over such land, along with details.
3. The time period within which the project shall be completed by me/us is 31/12/2025.
  4. seventy per cent of the amounts realised by me/us 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.
  5. the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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. the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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. I/we shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts

For the Karpas Co-op. Bank Ltd.  
Authorized Signatory  
13  
The Karpas Co-operative Bank Ltd.,  
Andher East Branch, Syndicate Chamber,  
1st Floor, Near Road Andher East,  
Mumbai - 400 053.  
PDS No. 10/04/06/1993-96

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- 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.
8. I/we shall take all the pending approvals on time, from the competent authorities.
9. I/we have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

*S. Dehe*  
Deponent

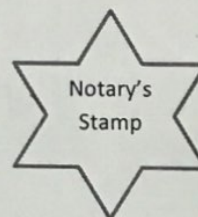
#### Verification

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

Verify by me at Mumbai on this 29<sup>th</sup> day of Nov, 2020.

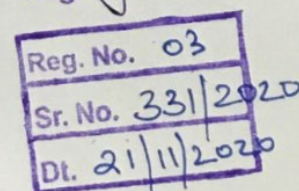


*S. Dehe*  
Deponent



**BEFORE ME**

*S. Dehe*  
21.11.2020  
TRIBHUVAN NATH SHARMA  
M.A., Literature (English), LL.B. (BOM)  
ADVOCATE & NOTARY GOVT. OF INDIA  
Regn. No. 15545



# VIBRANT HIGHRISE LLP

## Declaration for Authorized Signatory For RERA Registration

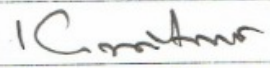
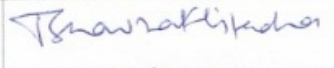
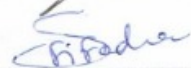
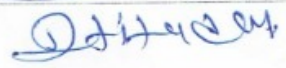
We,

(1). KIRIT PRABHUDAS FIFADRA (2). BHAVNA KIRIT FIFADRA (3). DHARMIL KIRIT FIFADRA (4). SIDDHARTH KIRIT FIFADRA (5). SHAILESH DHIRAJLAL FIFADRA (6). DEVAYATBHAI SUKHABHAI NOL (7). DESAI NIMBESHWAR GUDARAM (8). MITHABHAI SADULBHAI LAKHNOTRA

Hereby solemnly affirm and declare that **SIDDHARTH KIRIT FIFADRA** to act as an authorized Signatory for the LLP Firm "**VIBRANT HIGHRISE LLP**" and for all the matters related to the business of the said LLP Firm with respect to RERA registration of the project and subsequent matters thereof.

All his action in relation to this business will be binding on us.

Signatures of the persons who are whole time Partner.

| S.No. | Full Name                     | Designation | Signature                                                                             |
|-------|-------------------------------|-------------|---------------------------------------------------------------------------------------|
| 1     | KIRIT PRABHUDAS FIFADRA       | Partner     |   |
| 2     | BHAVNA KIRIT FIFADRA          | Partner     |  |
| 3     | DHARMIL KIRIT FIFADRA         | Partner     |  |
| 4     | SIDDHARTH KIRIT FIFADRA       | Partner     |  |
| 5     | SHAILESH DHIRAJLAL FIFADRA    | Partner     |  |
| 6     | DEVAYATBHAI SUKHABHAI NOL     | Partner     |  |
| 7     | DESAI NIMBESHWAR GUDADRAM     | Partner     |  |
| 8     | MITHABHAI SADULBHAI LAKHNOTRA | Partner     |  |

Acceptance as an authorized Signatory

I, **SIDDHARTH KIRIT FIFADRA** hereby solemnly accord my acceptance to act as an authorized signatory for the above referred business and all my acts shall be binding on the business.

Place: Surat

Date:



**SIDDHARTH KIRIT FIFADRA**

300

The Kapol Co-operative Bank Ltd.,  
Anandhi Branch, Syndicate Chamber,  
St. Floor, Sahar Road, Andheri (East),  
Mumbai-400 060  
P.550 (V)/C.R.1061/06/05/1993-96  
Authorised Signatory

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### Affidavit Cum Declaration

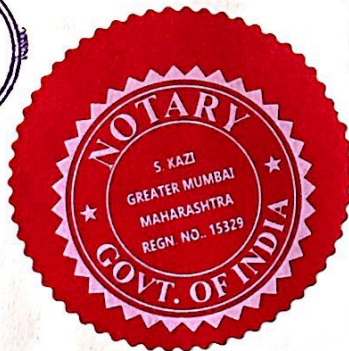
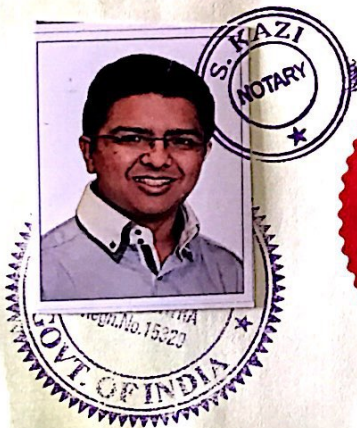
**Affidavit cum declaration of Mr. Siddharth Fifadra authorized signatory of Vibrant Highrise LLP for the project Vibrant City situated at Garden Road, Opp. Krishna Community Hall, Mahuva 364290.**

I Siddharth Fifadra, authorized signatory of proposed project duly authorized by the promoter of the project, do hereby, solemnly declare, undertake and state as under;

I/we submitted and got approval of our plan/layout in which drainage layout and sewerage disposal system is not shown as per GDCR/NBC. I/we hereby undertake that till the drainage connectivity is provided by the concerned authority, Septic Tanks and Soak well would be provided in accordance with (IS 2470). The provision for disposal of drainage would be as per Rule 23.10.1 of the new GDCR -2017.

I/we further undertake that I/We will take building use permission from planning authority after providing/constructing/executing drainage and sewerage disposal system as per GDCR/NBC. A copy of the same will be submitted to Gujarat Rera thereafter, for their record.

We also undertake to maintain the same in good working order till the maintenance is handed over to the service society of the allottees. We understand that the entire responsibility for the same will be that of Promoter/Architect/Engineer/Site Supervisor/Land Owner.



Deponent

BEFORE ME  
S. Kazi  
SIKANDAR KAZI

D.Com.LLB  
ADVOCATE & NOTARY GOVT. OF INDIA  
Shop No. 3, Ground Floor,  
Sujat Mansion Bldg., Opp. Moti Mahal Hotel,  
S. V. Road, Andheri (W), Mumbai - 400 058.



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| Red No. | 07         |
| Sr. No. | 0304       |
| Date    | 02/11/2020 |

300

The Kapol Co-operative Bank Ltd.,  
Andheri Branch, Syndicate Chamber,  
1st Floor, Sahar Road, Andheri (East),  
Mumbai-400 069.  
D-5/STP/C.R.1061/06/05/1993-96  
Authorised Signatory

भारत 41390  
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Affidavit cum declaration of Mr. Siddharth Fifadra Promoter of Vibrant Highrise LLP for Project Vibrant City located at Garden Road, Opposite Krishna Community Hall, Mahuva C.T. Survey No 4688, Survey No. 433/11, Moje- Mahuva, Ta.- Mahuva, Dist. – Bhavnagar.

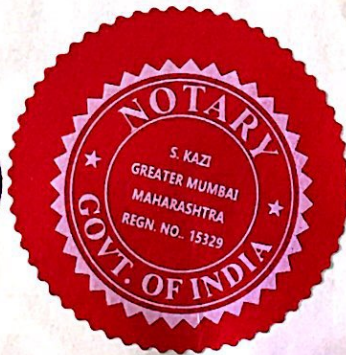
I, Siddharth Fifadra, Promoter do hereby solemnly declare, undertake, and state that: I have submitted an application for RERA registration vide Acknowledgement No PR/BHAVNAGAR/MAHUVA/GANDHINAGAR/TPO/201008/009576 for my above mentioned project.

The submitted Plans (approved by competent authority) are not Showing RERA Carpet area. But the form – 3 submitted by me as prepared by chartered accountant Mr. Atit Shah and Associates is showing RERA Carpet area, which is true & correct to the best of my knowledge.

I am aware that from 31/08/2019 it is mandatory to pay RERA registration fees as per carpet area vide notification no – GH/V/116 of 2019/RAR-102018-1005-L dated 31/08/2019. If any shortfall remains in fees as per form – 3 carpet area calculation, I/We are bound to pay the same.

*Siddharth*

Siddharth Fifadra  
Designated Partner  
Vibrant Highrise LLP



BEFORE ME

*S. Kazi*  
02/11/2020  
SIKANDAR KAZI

B.Com.LLB  
ADVOCATE & NOTARY GOVT. OF INDIA  
Shop No. 3, Ground Floor,  
Sujat Mansion Bldg., Opp. Moti Mahal Hotel,  
S. V. Road, Andheri (W), Mumbai - 400 058.

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| Red No. | 07         |
| Sr. No. | 302        |
| Date    | 02/11/2020 |

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition for Special Leave to Appeal (C) No.5895/2020

(Arising out of impugned final judgment and order dated 15-03-2019 in WP No. 514/2018 passed by the High Court of Judicature at Bombay)

CHANDRAKANT LAVJIBHAI MEHTA (DEAD) THRU LRS. & ANR. Petitioner(s)

VERSUS

SHRI MAHUVA KAPOL VIDYARTHI GRIH BALASHRAM AND Respondent(s)  
ORPHANAGE TRUST & ORS.

(FOR ADMISSION and I.R. and IA No.30798/2020-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 18-05-2020 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE N.V. RAMANA  
HON'BLE MR. JUSTICE R. SUBHASH REDDY  
HON'BLE MR. JUSTICE SURYA KANT

For Petitioner(s)

Mr. Muhammad Ali Khan, Adv.  
Mr. Gaurav Goel, AOR

For Respondent(s)

UPON hearing the counsel the Court made the following  
O R D E R

The Court is convened through Video Conferencing.

Heard the learned counsel for the petitioners.

The Special Leave Petition is dismissed.

Pending application filed in the matter also stands disposed

Signature Not Verified  
Digital Signed by  
GEETA AHUJA  
Date: 2020.05.18  
16:50:36 IST  
Reason: [ ]

(VISHAL ANAND)  
COURT MASTER (SH)

(RAJ RANI NEGI)  
ASSISTANT REGISTRAR

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**WRIT PETITION NO. 514 OF 2018  
WITH  
CHAMBER SUMMONS NO. 65 OF 2019**

Chandrakant Lavjibhai Mehta & Anr.

...Petitioners

vs

Shri Mahuva Kapol Viodyarthi Grih  
Balashram and Orphanage Trust & Ors.

...Respondents

Mr.Raj Patel with Amruta Sawant I/b. Sonal Doshi & Co. for Petitioners.

Mr.Chetan Kapadia with Chhaya Asher I/b. K. Ashar & Co. For Respondent  
No.11.

Mr.Sanjeev Gorwadkar, Senior Counsel I/b. S.M. Kamble for Respondent  
No.3.

Mr.Khushbu Marwadi with Ashish Gabhale with Vivek Joshi I/b. Jay & Co.  
for Respondent No.12.

**CORAM : S.C.GUPTE, J.**

**DATE : 15 MARCH 2019**

**P.C. :**

The present chamber summons is taken out by the Petitioners for substitution of Petitioner No.2, who is now deceased. The chamber summons is allowed. Amendment to be carried out within one week. The writ petition is taken up for hearing forthwith by consent of counsel.

2 This writ petition challenges an order passed by the Charity Commissioner, Maharashtra State at Mumbai in an application made before him for revocation of sanction for sale of property under Section 36(2) of Maharashtra Public Trusts Act, 1950 ('Act'). It is the case of the Petitioners, who were Applicants in the revocation application, that the sale in the present case was sanctioned by the charity commissioner in favour of

Respondent No.11 without proper application of mind. The Respondent trust owned a large piece of land admeasuring 7251 square metres with a structure on it at Mahuva in Banvnagar, Gujarat. The Respondent trust ran an orphanage on this property. It is submitted by the Petitioners that when the trustees of the Respondent trust proposed to sell the property to Respondent No.11 herein, an application was made to the charity commissioner under Section 36(1) of the Act seeking his sanction for the sale. It is submitted that the merits of the application were cursorily considered by the charity commissioner and without even properly advertising the sale, the property was proposed to be transferred to Respondent No.11. The Petitioners, in the premises, approached the charity commissioner with an application for revocation of his sanction under Sub-section (2) of Section 36 of the Act. The revocation was sought *inter alia* on the ground that the sanction was obtained by misrepresentation and concealing from the charity commissioner facts material for the purpose of such sanction. The revocation application was rejected by the charity commissioner *inter alia* on the ground that the charity commissioner had no jurisdiction to revoke his sanction, since the trust had already divested itself of the property in pursuance of the original sanction order passed under Section 36(1). Relying on various judgments including the judgment of this court in the case of **Mahadeo Deosthan, Wadali vs. Joint Charity Commissioner**<sup>1</sup>, the charity commissioner held that a sale deed having been executed in pursuance of the sanction order, it would not be proper to revoke the sanction; by reason of execution of the sale deed, the property had lost its character as a trust property. The charity commissioner also held that the sanction order passed by him was not the outcome of any

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<sup>1</sup> 1989 Mh.L.J. 269

misrepresentation or concealment by the Respondent trustees. The charity commissioner held that the price of the property could not be said to be inadequate, since whilst passing the order under Section 36(1), he had taken into account a valuation report of a Government Recognised Valuer estimating the value of the property at about Rs.20.17 crores. What the trust was offered as a consideration of the property was not only a sum of Rs.20.61 crores but even a constructed area admeasuring about 5000 sq.ft. carpet in the new building free of cost for a community hall and 3000 sq.ft. for parking on ownership basis. The charity commissioner observed that in the Petitioners' application for revocation, there was no indication of any specific figure higher than the offered consideration that anyone was offering for the property. In these circumstances, the revocation application was rejected by the charity commissioner.

3 In his challenge to the impugned order, learned Counsel for the Petitioners submits that there have been numerous judgments where our courts have insisted on the charity commissioner issuing a public notice before according sanction to a proposal for sale of trust property. Secondly, learned Counsel submits that a misrepresentation was indeed made by the trustees to the charity commissioner whilst seeking his sanction in the present case. Learned Counsel submits that under the scheme of the trust sanctioned by this court, an advisory board was required to be constituted for looking after the management and affairs of trust hostel and orphanage. Learned Counsel submits that the scheme required the trustees to give prior intimation to the advisory board, if and when they decided to sell any immovable property of the trust; such intimation was required to be given before even approaching the charity commissioner for his sanction under Section 36 of the Act. Learned Counsel submits that minutes of the trust do

not indicate that any such intimation was given.

4           So far as the jurisdiction of the charity commissioner under Section 36(2) of the Act is concerned, there have been quite a few judgments, at least four of our own court, where the courts have considered the nature and extent of the power granted to the charity commissioner under Section 36(2) of the Act for revoking his sanction earlier granted under Section 36(1) for sale of the trust property. The courts have held that after such sanction merges into a sale deed by which the property changes hands, it loses its character as a trust property, whereafter the power of revocation cannot be exercised by the charity commissioner in respect of such property. Our courts have held that once a sale deed is executed, the trust is divested of the property and a third party interest intervenes; at that stage it would not be open to the charity commissioner to revoke his sanction under Section 36(2) of the Act. The charity commissioner has correctly applied this law to the revocation application in the present case.

5           In any event, there is absolutely nothing to suggest that the property has been sold at undervaluation. There is indeed no alternative concrete offer on the scene. It is also to be noted that before seeking sanction of the sale, advertisements were issued in various newspapers, both in English and Gujarati, circulating in Mumbai as well as Bhavnagar, and adequate publicity was given to the proposed sale of the trust property.

6           So far as the Petitioners' case regarding misrepresentation on account of want of prior intimation to the advisory board is concerned, it is not in dispute that such a contention was not even raised before the charity

commissioner in the revocation application. The contention is raised for the first time before this court. It is not open to consider an objection like this at the stage of a constitutional challenge.

7 In any event, the charity commissioner has duly applied all relevant considerations. The charity commissioner has fundamentally come to the conclusion that the sale of the trust property was in the interest of the trust and that the consideration offered was adequate. The permission granted by the charity commissioner, thus, by itself is unassailable.

8 There is accordingly no merit in the challenge. The writ petition is dismissed.

**(S.C. GUPTE, J.)**