



गोवा GOA

10 JAN 2019

452106

Serial No. 64247 Place of Vending Vasco Date of Sale:.....

Vendor's Name : Apurva A. Shet Address: Chicalim

Licence No.: JUD/VEN-LIC/1/2015/AC-1

Value of Stamp Paper: Five hundred only

Name of Purchaser: Tata Housing

R/O: main name of Father

Purpose:.....Transacting Parties.....

As there is no Stamp Paper for the value of Rs.

Additional Stamp Paper for the completion of the value is attached

Along with.

Signature of Stamp Vendor

Signature of Purchaser



FORM 'II'

[See rule 3(6)]

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

(To be submitted in stamp paper of value not less than Rs. 500/-)

Affidavit cum Declaration

Affidavit cum Declaration of **Mr. Tushar Dessai S/o Babani Dessai** duly authorized by Tata Housing Development Company Limited (the promoter) of the proposed project **Goa Paradise/Rio De Goa**, vide its/his/their authorization No. NH dated 23-Oct-2015;

I, Shri **Mr. Tushar Dessai S/o Babani Dessai** aged 41 years Indian national, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

(1) That promoter have/has a legal title Report to the land on which the development of the project is proposed

[Handwritten signature]

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) That details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details attached herewith as **Exhibit A**.

(3) That the time period within which the project shall be completed by me/promoter from the date of registration of project, is **30/June/2020**;

(4) (a) For new projects: That seventy per cent of the amounts realised by me/promoter 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.

(b) For ongoing project on the date of commencement of the Rules—

(i) That seventy per cent of the amounts to be realised hereinafter by me/promoter 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.

OR

(ii) That entire amounts to be realised hereinafter by me/promoter 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, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(5) That the amounts from the separate account shall be withdrawn in accordance with section 4 (2) (i) (D) read with rule 5 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

(6) That I/the promoter 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 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.

(7) That I/the promoter shall take all the pending approvals on time, from the competent authorities.

(8) That I/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 the said Rules, within seven days of the said changes occurring.

(9) That I/the promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(10) That I/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Solemnly affirmed on 24th day of January 2018 at Vasco.

Deponent

PANCANO: AMIPD06208



Notary Public
Notary Public
who is licensed before me by
State Govt. No. 1774, Vasco da Gama

Dependent

ADV. MARCELO C. FERNANDES

Reg. No. 47/92

Judicial Division of Mormugao
17th, 1st Floor, Apna Bazaar,
Vasco da Gama 403 802 GOA



Verification

The contents of my above Affidavit during Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Vasco on this 2nd day of January 2018

*Signed before me by
Shri Vasco da Gama*

ADV. MARCELINO C. FERNANDES

Notary, Reg. No 47/92

Judicial Division of Mormugao

1stth, 1st Floor, Apna Bazaar

VASCO-DA GAMA - 403 802, GOA

Deponent

EXHIBIT A

List of encumbrances for the project "Rio De Goa"

Please find appended below the list of encumbrances including dues and litigation in or over such land for the project "Rio De Goa" situate at Sancaole, Goa 403726. We say that, this disclosure is to the best of our knowledge and as per the information available with us as on date.

A. Litigations

Panchayat Appeal No. ADP-1/P.A.21/2017 before The Additional Director of Panchayat, South Goa at Margao & Revision Application being No. 9/2017/FTC/2017 before Court of District Judge, at Margao, Tata Housing Development Co. Ltd. (Appellant) Vs Village Panchayat of Sancaole (Respondent). The Appellant has filed Appeal challenging a show cause notice received from village panchayat Sancaole. The ad interim Application of the Appellant was rejected by the Addl Director of panchayat. Thus, the Appellant has challenged the said order by way of Revision Application before the District Court. The Court has granted stay in favour of Tata Housing Development Co Ltd. to the operation of the show cause notice till further order. Both i.e. Matter is pending.

B. Disclosure:

(i) **IDBI Bank Limited-** Tata Housing Development Company Limited has obtained working capital facility from IDBI Bank vide Deed of Hypothecation dated 15.01.2001, 1st supplementary Agreement of Hypothecation dated 2.11.2007, 2nd supplementary Agreement of Hypothecation dated 27.06.2009, 3rd supplementary Agreement of Hypothecation dated 09.05.2012 and 4th supplementary Agreement of Hypothecation dated 21.09.2013. The Security being 1st Pari Passu Charge by way of Hypothecation on the entire assets of Tata Housing Development Company Limited and Collateral being Negative Lien on Eruchshaw Building at Fort.

- (ii) **State Bank of India:-** Tata Housing Development Company Limited has obtained Cash Credit Facility of State Bank of India vide Agreement of Hypothecation of Good and Assets dated 21.08.2013. Security for the same being Hypothecation on the entire current assets present and future of the Tata Housing Development Company limited on Pari Passu basis with other banks under Multiple Banking Arrangement.
- (iii) **IDFC Bank Limited:-** Tata Housing Development Company Limited has obtained various banking facilities / financial assistance such as Short Term Loan / Working Capital Demand Loan, Over draft, Letter of Credit, Bank Guarantee vide a Master Facility Agreement dated 01.02.2016 . Security for the same being 1st Pari Passu Charge on the current assets of Tata Housing Development Company limited.
- (iv) **The HSBC Limited:-** Tata Housing Development Company Limited has obtained various Working Capital Facilities such as Over Draft, Working Capital Loan, Buyers Credit, Documentary Credit, Deferred Payment Credit, Guarantee vide a deed of Hypothecation for Stocks and Receivables dated 8th October 2013. Security for the same being 1st Pari Passu Charge over Stock and receivables.
- (v) **Deutsche Bank AG:-** Tata Housing Development Company Limited has obtained various banking Facilities for core working capital requirement vide Facility Agreement dated 23.03.2016. Security being deed of Hypothecation for creating ranking pari passu charge on stocks and books.
- (vi) **HDFC Bank Limited:-** Tata Housing Development Company Limited has obtained Working capital loan vide supplemental letter of Hypothecation of Stocks and Bookdebts. Security for the same being Hypothecation on the entire current assets present and future of the Tata Housing Development Company limited on Pari Passu basis with other banks under Multiple Banking Arrangement.
- (vii) **ICICI Bank Limited:-** Tata Housing Development Company Limited has obtained various working capital facilities. Security for the same being 1st Pari passu charge by way of hypothecation dated 27th September 2012 of the Tata Housing Development Company Limited's stocks of raw materials, semi finished and finished goods, consumable stores and spares and such other moveable including book-debts, bills whether documentary or clean, outstanding monies, receivable both present and future in the form and satisfaction of the bank. The security shall exclude stocks, receivable and other assets of those project for which Tata Housing Development Company Limited has availed specific funding / construction finance.



गोवा GOA

29 JAN 2018

452352

Serial No.: 69006 Place of Vending Vasco Date of Sale:

Vendor's Name : Apurva A. Shet Address: Chicalim

Licence No.: JUD/VEN-LIC/1/2015/AC-1

Value of Stamp Paper: Rs. 500/- (Paper value hundred only)

Name of Purchaser: Anand Chandra Bose

R/O: Vasco Name of Father: N. Bose

Purpose: Transacting Parties:

As there is no stamp paper for the value of Rs.

Additional Stamp for the completion of the value is attached

Along with.



Signature of Stamp Vendor

Signature of Purchaser

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of **Mr. Anand Chandra Bose and Mrs. Sneha Anand Bose**, Land Owners ("the Owner") of the proposed project **Rio De Goa**;

...2/-

Signature of Mr. Anand Chandra Bose
Signature of Mrs. Sneha Anand Bose

REUS MAL ES

Signature of Purchaser

Volume 22, Number 1, 2009

NOT
GOVT.

I, **Mr. Anand Chandra Bose**, son of Late Mr. Nitish Chandra Bose, aged 42 years, Indian national and Mrs. **Sneha Anand Bose**, wife of Mr. Anand Chandra Bose, aged 34 years, Indian national, both residing at 'Sunit', Airport Road, Chicalim, Goa, land owners of the project being promoted by Tata Housing Development Co. Ltd., do hereby solemnly declare, undertake and state as under:

(1) That we have a legal title Report to the land on which the development of the project is proposed.

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between us and the Promoter, i.e. Tata Housing Development Co. Ltd. for development of the real estate project is enclosed herewith.

That details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details has been provided by the Promoter i.e. Tata Housing Development Co. Ltd.

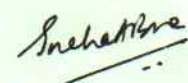
(3) That the time period within which the project shall be completed by Promoter i.e. Tata Housing Development Co. Ltd. from the date of registration of project; is **30 June 2020**;

(5) That the amounts from the separate account shall be withdrawn by the Promoter i.e. Tata Housing Development Co. Ltd. in accordance with section 4 (2) (l) (D) read with rule 5 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

(6) That the Promoter i.e. Tata Housing Development Co. Ltd. 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 a particular

...3/-





I, Mr. Anand Chandra Bose, son of Late Mr. Nitish Chandra Bose, aged 42 years, Indian national and Mrs. Sneha Anand Bose, wife of Mr. Anand Chandra Bose, aged 34 years, Indian national, both residing at 22/1, Airport Road, Chitashim, Goa, land owners of the project being promoted by Tata Housing Development Co. Ltd., do hereby solemnly declare, undertake and state as under:

(1) That we have a legal title Report to the land on which the development of the project is proposed.

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between us and the Promoter, i.e. Tata Housing Development Co. Ltd. for development of the real estate project is enclosed herewith.

That details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details has been provided by the Promoter i.e. Tata Housing Development Co. Ltd.

That the time period within which the project shall be completed by Promoter i.e. Tata Housing Development Co. Ltd. from the date of registration of project; is 30 June 2020;

(5) That the amounts from the separate account shall be withdrawn by the Promoter i.e. Tata Housing Development Co. Ltd. in accordance with section 4 (2) (i) (D) read with rule 5 of the Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

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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.


(7) That we as land owners shall take all the pending approvals on time, from the competent authorities.

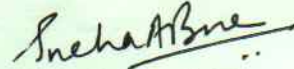
(8) That the Promoter i.e. Tata Housing Development Co. Ltd. shall inform the Authority regarding all the changes that have occurred in the Information furnished under sub-section (2) of section 4 of the Act and under rule 3 of the said Rules, within seven days of the said changes occurring.

(9) That the Promoter i.e. Tata Housing Development Co. Ltd. have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(10) That the Promoter i.e. Tata Housing Development Co. Ltd. shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Solemnly affirmed on 29th day of January 2018 at Vasco da Gama, Goa.


Anand Chandra Bose


Sneha Anand Bose
Deponents

Solemnly affirmed before me by
Mr. Anand C Bose &
Mrs. Sneha A Bose
who is identified to me by.....

.....
To whom I personally know.

Sushma L. Chodankar

Adv. Sushma L. Chodankar
NOTARY
Mormugao, Goa
Off: 4, Our Lady o Gula Bldg.
Third Floor, Above Tax Office
C. L. Gomes Road
Vasco-da-Gama-403802

30-01-2018

54/2018





Project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

(7) That we as land owners shall take all the pending approvals on time from the competent authorities.


(8) That the Promoter i.e. Tata Housing Development Co. Ltd. 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 the said Rules, within seven days of the said changes occurring.

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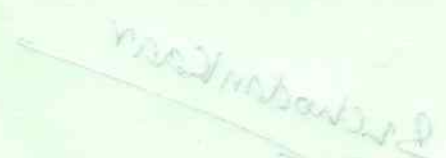
Solemnly affirmed on 29th day of January 2018 at Vasco da Gama, Goa.


Anand Chandras Bose


Sneha Anand Bose
Deponents

Solemnly affirmed before me by
Mr. Anand C. Bose
Mrs. Sneha A. Bose

To whom I person know.


Notary Public
Vasco da Gama, Goa



VERIFICATION

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Solemnly affirmed on 29th day of January 2018 at Vasco da Gama, Goa.

Anand Chandra Bose

Sneha Anand Bose
Deponents



Solemnly affirmed before me by

Mr. Anand Chandra Bose
Mrs. Sneha A. Bose
who is identified to me by.....

.....
To whom I personally know.

Adv. Sushma L. Chodankar
NOTARY
Mormugao, Goa
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Vasco-da-Gama-403802

Date: 30-01-2018
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