



गोवा GOA

Serial No. 5148 place of St. Vennd Mapusa Date 7/1/21

626447

Value of stamp Paper 500/-

Name of Purchaser Vijay V. P. Dharwadkar

Resident at Mapusa Son of _____

Signature of Vendor [Signature] Signature of Purchaser [Signature]

C.J. PANDIT-LIC NO. AC/STP/VEN/84/2003



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

Affidavit cum Declaration

Affidavit cum Declaration of **Mr. Vijay Vassudev Prabhu Dharwadkar** promoter of the project named "SYLVAN NEST".

I, **Mr. Vijay Vassudev Prabhu Dharwadkar** Indian national, promoter of the proposed project do hereby solemnly declare, undertake and state as under:

[Signature]

-2-

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

OR

Have/has a legal title Report to the land on which the development 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) That details of encumbrances Loan sanctioned from 'The Goa Urban Co-op Bank Ltd' of Rs.50,00,000/- as per sanction letter attached and balance outstanding Rs.48,75,478/- including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details.

That the time period within which the project shall be completed by me/promoter from the date of registration of project; is 30/05/2024.

(3)

(a) For new projects: That seventy per cent of the amounts realized 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 realized 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 realized 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.

{4} That the amounts from the separate account shall be withdrawn in accordance with section 4 (2) (1) (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.



Handwritten signature in blue ink, appearing to read 'hawaaluf'.



(5) 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.

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

(7) 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.

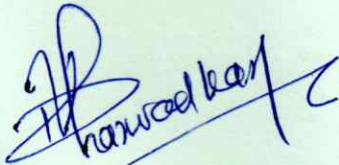
(8) That I/the promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(9) 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.

Verification

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


Verified by me on 7th day of January, 2021



Mr. Vijay Vassudev Prabhu Dharwadkar
Deponent



Solemnly affirmed before me
by Vijay Vassudev Prabhu Dharwadkar
Who has been identified before
me Pass Card
Mapusa on 07/01/2021


S. G. NARULKAR
NOTARY
(Bardez Division)
Shop No. 11, Upper Ground Floor,
El - Capitan Centre, Althino,
Mapusa - Goa. Reg. No. 324/2014

Reg. No. 22/2021

MAPUSA BRANCH.

To
Mr. / Mrs. / Ms. Vijay V. Prabhu Dharwadkar
H. No. 172 Uttam News
Khorlim, Mapusa

date 24/3/2018

Dear Sir / Madam,

Sub: Sanction of Credit Facilities / Term Loan.

Ref: Your proposal dated... 19/2/18

MS 37/15 dt 22/3/2018

We are pleased to inform you that your proposal for the credit facilities as follows has been considered favourably by the bank on following terms & conditions:

- i) Amount sanctioned : Rs 50,00,000/-
- ii) Date of Sanction : 14/3/2018
- iii) Purpose : completion of Project
- iv) Prime security : Deposit of Original Agreement for dept & Sale of plot at Khorlim Mapusa
- v) Collateral security : Charge on plot at Uvini (Equitable)
- vi) Rate of interest : 13.5%
- vii) Period of repayment : 36 mths
- viii) Sureties : 1) Sanjay V. Prabhu Dharwadkar
2) Kavita V. Prabhu Dharwadkar

3) Monthly interest debited to be recovered

Other Terms & Conditions

- i) The Borrower & the sureties shall have to execute the necessary documents for the amount of CIC loan.
- ii) The credit facility shall be disbursed only after the execution of all the documents & submission of the other documents to the satisfaction of the Bank.
- iii) The Shares for Rs. i.e @ 2.5% / 5% of the CIC / loan amount to be purchased by the Applicant.
- iv) Charges for Rs. 2080/- to be paid by the Applicant.
- v) Capital / Margin for Rs. to be introduced / invested in the business and a certificate from C.A. confirming the same to be submitted to the bank.

[Signature]
Dharwadkar

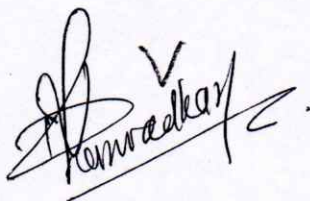
[Signature]
K. Dharwadkar

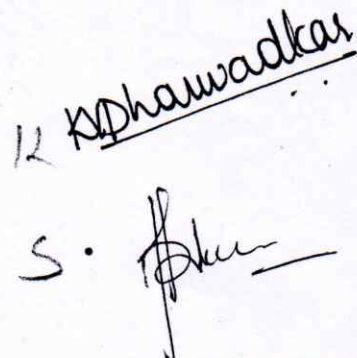
[Signature]

- vi) The C/C limit shall be disbursed for building up of the stocks by way of payment in favour of the suppliers directly alongwith the margin.
- vii) The T.L. shall be disbursed for making payment directly to the dealer / supplier alongwith the margin.
- viii) The stocks & the other assets / security charged to the Bank to be fully covered under insurance & the insurance policy for the same with Bank's lien Noted thereon to be submitted to the Bank.
- ix) Applicant to submit the statement of the stocks, debtors (Age wise) & creditors on monthly / bio monthly basis & drawings in the C/C account shall be allowed as per the drawing power fixed by the branch.
- x) The applicant to submit the statement of the stocks, debtors & creditors on or before 7th of the month / bio monthly basis.
- xi) Debtors for a period upto 90 days only shall be considered for working out of the drawing Power.
- xii) The C/C limit / drawings are to be utilized strictly for meeting the working capital requirements.
- xiii) The Borrower to undertake that the Limit / T. L. shall be utilised solely for the purpose for which it is sanctioned.

In case of any divergence in the utilization of the funds, the bank has the powers to recall the sanctioned limit / T.L.

- xiv) Monthly installments / interest debited to be repaid regularly without any default.
- xv) Prepayment charges @ 1 % shall be charged to the loan account in case of preclosure of the loan a/c. The charges shall be levied on the loan availed or the outstanding balance whichever is higher.
- xvi) The security charged to the bank shall be inspected at monthly / bio monthly basis for C/C limit & at quarterly intervals for T.L. & the respective charges shall be debited to the C/C / loan a/c to be paid by the borrower.
- xvii) The borrower to submit the copies of the latest VAT returns, Municipal / Panchayat Tax paid for records.
- xviii) Our hypothecation Board to be prominently displayed in the business premises.
- xix) (In case of T.L.) The Applicant / Borrower and the sureties to submit the latest financial statements every year alongwith the copies of the I/T returns to the Bank, during the currency of the T.L.


K. K. Phawadkar


S. Phawadkar

- xx) The Borrower shall not avail of credit facilities from any other bank or financial institution without obtaining NOC from our bank.
- xxi) The bank shall register the charge on the assets hypothecated / Charged to the Bank with CERSAI & the charges thereof shall be paid by the borrower.
- xxii) The Bank has the liberty to register the advances / facility as above with CIBIL.
- xxiii) The Bank shall also have the liberty to exchange information in respect of the above credit facility / facilities with other Banks / financial institutions.
- xxiv) In case the borrower commits default in the repayment of loan / advance or in the repayment of interest thereon or any of the agreed installments of the loan on the due date(s) the bank shall have an unqualified right to disclose or publish the name of the borrower and its proprietor / partners / directors / sureties as defaulters in such manner through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.
- xxv) The sanction for credit facilities as above shall cease if not availed within a period of 90 days from the date of sanction.
- xxvi) Penal Int @ 2% shall be charged for the delay in repayment of dues/defaulted Amount. Please return the copy of this duly signed by you & sureties immediately in acceptance of the credit facilities sanctioned to you & the terms & conditions as detailed herein above.

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 S K/Dhawadkar
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K/Dhawadkar

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 K K/Dhawadkar
 S *[Handwritten signature]*

For The Goa Urban Co-op. Bank Ltd

