



महाराष्ट्र MAHARASHTRA

2019

AT 745958

जोडपत्र - २

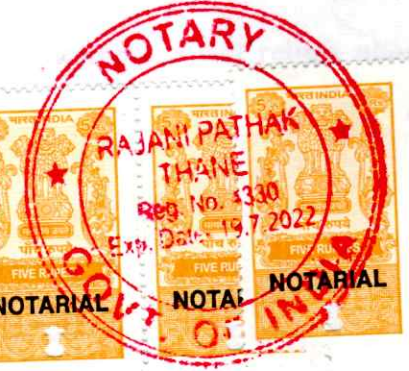


जिल्हा कोषागार कार्यालय, ठाणे
 11 SEP 2019
Rajani
 मुद्रांक प्रमुख लिपीक / लिपीक
 11/9/2019

सुरक्षा क्रमांक 83536
 सुरक्षा प्रकार -
 काय बंधणी करणार आहे का ?
 निवेदकाचीच थोडक्यात वर्णन -
 सुरक्षा विकत घेणाऱ्याचे नांव - For Prescon Construction LLP
 कोणते अस्तित्वात त्याचे नांव, पत्ता व सही - *Rajendra Chauhan*
 Authorised Signatory
 सुरक्षा पत्रकाराचे नांव -
 सुरक्षा शुल्क रक्कम - 100/500
 सुरक्षा विकत घेणारी सही - (नितिन य. मांजरेकर)
 सुरक्षा विक्रीचे ठिकाण/पत्ता - गंगा झोरावस/टावरूम सेंटर
 पत्ता नं. ३४, भवानी मार्केट, कलेक्टर ऑफीस बिल्डिंग, मणे (व.)-४००
 परवाना सुरक्षा क्रमांक - १२०१०१०

AFFIDAVIT CUM DECLARATION

I, Shri. Vinay Kedia, s/o of Mr. Surendra Kedia, age 36, Indian National, the Designated Partner of Prescon Construction LLP, having its administrative office at 207, Second Floor, Edcon Mind Space, behind Campal, Trade Center, Campal, Panaji,



[Handwritten signature]

Goa, 403 001, the Promoter of the proposed project **"PRESCON AMANHA" Phase I**, do hereby solemnly affirm, declare, undertake and state as under:

1. The Promoter of the proposed project is developing the project in the name and style known as **"PRESCON AMANHA", PHASE I**, forming part of the sub divided and provisionally approved Plot bearing independent Survey No. 8/1-A, admeasuring 18,062 Sq. Mts. forming part of bigger larger property known as "TOLLEM E OITEIRO DE AGALI" or "AGAYE" situated at Village Azossim within the limits of Azossim-Neura Village Panchayat, Taluka Tiswadi, Registration Sub-District of Ilhas, North Goa District, State of Goa.
2. That the Promoter has a legal title to the land on which the development of the proposed project is to be carried out.
3. That the details of litigations including monetary and Civil litigation, details of any rights, title, interest or name of any party on or over such land, along with details are mentioned herein below.
4. Special Civil Suit No. 6/2018, District Court /Commercial Court. Prescon Constructions Pvt Ltd. (now known as Prescon Construction LLP) V/s. Reis Magos Estates Pvt Ltd. This suit is filed by Prescon Constructions Pvt. Ltd. The said suit is filed for recovery of money along-with interest thereon and other consequential reliefs against Reis Magos Estates Pvt. Ltd.
Stage: Recording of Evidence.
5. Special Civil Suit no. 49/2014/A. In the Court of Senior Division. Reis Magos V/s. Prescon Construction Pvt. Ltd. (now known as Prescon Construction LLP). The said suit is filed for Declaration and injunction. However, no restraining order /injunction is granted.



6. There are no encumbrances and/or pending dues on the said property.
7. That the time period within which the project shall be completed by Promoter from the date of registration of project; is 31/12/2021;
8. That Seventy per cent [70%] of the amounts realised by the 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 exclusively for the purpose as aforementioned.
9. 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.
10. That the Promoter shall get the accounts audited within six months after the end of every financial year by a qualified Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such qualified Chartered Accountant, and it shall be certified during the audit that the amounts collected for a 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.
11. That the Promoter shall take all the pending approvals on time, from the Competent Authorities.
12. That 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.



13. That the Promoter has furnished such other documents as have been prescribed under the rules and regulations made under the Act.
14. That 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 this 18th day of September 2019 at Mumbai.


Deponent



VERIFICATION

The contents of my above Affidavit cum Declaration are true and correct to my knowledge and belief.

Verified by me at Mumbai on 18th day of September 2019.


Deponent



NOTARISED


Rajani Pathak
B.Sc., LL.M
NOTARY

1st Floor, Vision Business Centre,
Bhwendhwa Terrace, Adisaptaraj Court,
Thane. Ph: 25340935, 9821128766



NOTED & REGISTERED

Sr. No. B 3972/19

21 SEP 2019