

28th September, 2021

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Affidavit-cum-Declaration

प्रधान मुद्रांक कार्यालय, मुंबई प.मु.वि.क. ८०००० ११

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सक्षम अधिकारी

Affidavit-cum-Declaration of Mr. Zakir Hussain Shaik, Sr. Vice President of **Prestige Estates Projects Limited** ("**Promoter**"), duly authorized by the Promoter of the proposed project, vide its Board Resolution dated 18<sup>th</sup> September, 2020;

We, Prestige Estates Projects Limited, Promoter of the proposed project / duly authorized by the promoter of the proposed 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 the Project is proposed to be carried out and a legally valid authentication of title of such land along with an authenticated copy of Conveyance Deed between **Jasdan Construction Private Limited** and **Prestige Estates Projects Limited** is enclosed here with.
- Prior to the Conveyance Deed , there was a Development Agreement between Jasdan Construction Private Limited and Prestige Estates Projects Limited, for development of the real estate project dated 01.10.2019 duly registered with the office of the Sub-Registrar of Assurances, Mumbai 2 under serial no. BBE2-10764-2019 is enclosed here with. Hence the IOD, Commencement Certificate and certain approvals are in the name of Jasdan Construction Private Limited. With Due respect to Conveyance Deed between Jasdan Construction Private Limited and Prestige Estates Projects Limited dated 17.08.2021 duly registered with the office of the Sub-Registrar of Assurances, Mumbai 3 under serial no. BBE3-10346-2021 dated 18.08.2021, we are in process of amendments in IOD as well as Commencement Certificate. We undertake to submit the same as and when receive to the RERA.
- That the time period within which the project shall be completed by the Promoter is 31<sup>st</sup> December, 2025.

- 4. That seventy per cent 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 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
- That 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. That the Promoter 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 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. That the Promoter shall take all the pending approvals on time, from the competent authorities.
- That the Promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
- 10. 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, on any grounds.



Deponent

## **Verification**

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

Verified by me at Mumber on this \_\_\_\_ day of \_\_\_\_



Deponent

BEFORE

L B. PRAJAPATI

NOTARY, VASAI, THUE

MAHARASHTRA

BOYT OF NOW

2.8 SEP 2021