

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

77AB 409730



FORM 'B'

[See Rule 3 (4)]

Affidavit-cum-Declaration

AFFIDAVIT-CUM-DECLARATION of **MR. RAJESH KUMAR ARORA**, son of Ghanshyam Das Arora, residing at 172, Bangur Avenue, Block-B, Kolkata-700055, duly authorised vide Board Resolution dated 12th July, 2021, **Ambuja Housing and Urban Infrastructure Company Limited**, the Promoter of the Project, **"URVISHA-THE CONDOVILLE"**;

I, **RAJESH KUMAR ARORA**, duly authorized by the Promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Indian Craft Village Trust (ICVT) a Public Charitable Trust is established to set up a craft village for development and promotion of Indian Art and Craft by providing an opportunity to craftsmen, artisans and artists as provided in the Trust Deed dated 18th March, 1994, as amended from time to time.

ATTESTED
S. CHAUDHURI
★ NOTARY ★
GOVT. OF INDIA
Regd. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs.


For Ambuja Housing & Urban Infrastructure Co. Ltd.

Authorised Signatory/ies

08 FEB 2023


2. That, by an Indenture of Lease dated 13th July 2015, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2015, at Pages 37941 to 37981, Being No.190206473 for the year 2015 (LEASE DEED), the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) therein referred to as the lessor, the Commerce & Industries Department therein referred to as the confirming party, granted a lease unto and in favour of the ICVT, therein referred to as the lessee, in respect of all that the piece and parcel of land measuring **2792.719 Sq. mtrs.** (equivalent to **6.9 Acres**), more or less, being Plot No. AF-II (premises No. 04-0030) in Action Area-I, lying and situated in New Town, Mouza - Mahisgot, J.L No. 20, under Mahisbathan-II Gram Panchayat, Police Station- New Town (formerly Rajarhat), District-24 Parganas (North), West Bengal ("**TOTAL LAND**") for a term of 99 years at the rent and subject to the terms and conditions contained and recorded in the Lease Deed.
3. That, ICVT is holding the leasehold right, title & interest of the Total Land.
4. That, the Lease Deed stipulates that at least 40% (forty) percent of the Total Land shall be utilized by the ICVT for carrying out its object relating to promotion of art and crafts and other activities relating to setting up of craft village including commercial development thereof and balance 60% (sixty) percent of the Total Land shall be used for development of housing project and other permissible specified uses in relaxation of relevant provisions under Section 65(3) of NKDA Act, 2007 as deemed to have been allowed by the State Government under the principal use "**ASSEMBLY-RESIDENTIAL**" for self-sustenance purpose.
5. That, as stipulated in the Lease Deed, the ICVT has reserved 40% (forty) percent of the Total Land, i.e., an area of 11169 sq. mtrs. equivalent to 2.76 Acres, and earmarked the same for the purpose of setting up a craft village ("**CRAFT VILLAGE AREA**"), and the remaining 60% (sixty) percent of the Total Land, i.e. an area of approximately 16754 sq. mtrs. equivalent to 4.14 Acres, and earmarked the same for the purpose of undertaking a housing project ("**HOUSING PROJECT AREA/PROJECT LAND**").

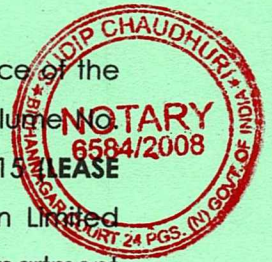
6. That, for the purposes of developing the Housing Project Area/Project Land, the ICVT and the Ambuja Housing and Urban Infrastructure Company Limited has entered into Development Agreement dated 21st April, 2021, registered in the office of Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at pages 220199-220260, Being No. 190404590 for the year 2021


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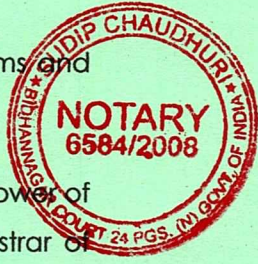
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For Ambuja Housing & Urban Infrastructure Co. Ltd.



Authorised Signatory/ies



("DEVELOPMENT AGREEMENT"), for the consideration and subject to the terms and conditions contained therein.




7. That, simultaneously with the Development Agreement, the ICVT granted a Power of Attorney, dated 21st April, 2021, registered in the Office of Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at pages 231090-231125, Being No. 190404778 for the year 2021 ("POA") nominating and appointing the Ambuja Housing and Urban Infrastructure Company Limited, as their true and lawful Attorney and agent, in their name and on their behalf, *inter alia*, to execute and perform or caused to be done, executed and performed all or any of the acts, deeds, matters and things as mentioned thereunder.
8. That, in terms of the Development Agreement and PoA, the Urban Infrastructure Company Limited is developing a residential building complex, namely "URVISHA-THE CONDOVILLE" (hereinafter referred to as the "PROJECT") on the Housing Project Area/Project Land.
9. That, as on date, the Housing Project Area/Project Land is free from all encumbrances.
10. That the time period within which the Project shall be completed by the Promoter is **30-10-2026**.
11. That seventy percent of the amounts realised by the Promoter for the real estate Project from the allottees, from time to time, shall be deposited in a separated 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.
12. That the amount from the separate account, to cover the cost of the Project, shall be withdrawn by the Promoter in proportion to the percentage of completion of the Project.
13. That the amounts from the separate account shall be withdrawn by the Promoter after it is certified by an engineer, an architect and a chartered accountant in practise that the withdrawal is in proportion to the percentage of completion of the Project.
14. That the Promoter shall get the accounts audited within 6 (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 if shall be verified during the audit that the amounts collected for a particular


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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.

- 15. That the Promoter shall take all the pending approvals on time, from the competent authorities.
- 16. That the Promoter has furnished such other documents as have been prescribed by the rules and regulation made under the Act.
- 17. That the Promoter shall not discriminate against any allottee at the time of allotment of any apartment/unit on any grounds.

For Ambuja Housing and Urban Infrastructure Company Limited

For Ambuja Housing & Urban Infrastructure Co. Ltd.

[Signature]
Authorised Signatory/ies

(Authorized Signatory)

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 Kolkata on this the 8th day of February, 2023.

Identified by me: Ambuja Housing and Urban Infrastructure Company Limited

For Ambuja Housing & Urban Infrastructure Co. Ltd.

[Signature]
Authorised Signatory/ies

(Authorized Signatory)

Deponent

[Signature]
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