

SLN-146

D-01/2/24

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RUPEES

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INDIA

INDIA NON JUDICIAL



পশ্চিমবঙ্গ সরকার WEST BENGAL



FORM 'B'

[See Rule 3 (4)]

Affidavit-cum-Declaration

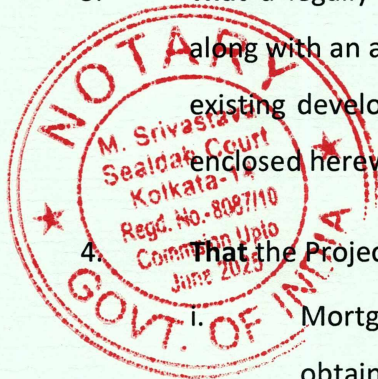
AFFIDAVIT-CUM-DECLARATION of **MR. SAURAV CHAUDHURI**, son of Shri Paritosh Kumar Chaudhuri and aged 45 years, residing at 3/16, Golf Green, MIG-2, Phase-II, Kolkata-700095, West Bengal, India, duly authorised by **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED** (the "PROMOTER"), of the proposed project, i.e. "Udishaa: Residential Plots Phase-I" ("Project") of "UDISHAA TOWNSHIP" (the "TOWNSHIP"), vide its authorisation dated 19.01.2024;

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

AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED
Saurav Chaudhuri
 (Authorized Signatory)

01 FEB 2024

1. **That** by virtue of a Development Agreement dated December 14, 2023, registered from the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, Pages 637336 to 637476, being Deed No. 190217716 for the year 2023, the owners and the existing developers, out of **55.268 Acres (Township Land)** land comprised in several *Dags* at *Mouzas* Genragari and Kashinathpur, J.L. Nos. 37 and 39, Police Station: Rajarhat, PIN-700135, within the District of North 24 Parganas, transferred the development right of land measuring **14.744 Acres** more or less, to the Promoter for the development of residential plots therein.
2. **That**, out of land area of 14.744 Acres, the Promoter has decided to develop several plots of different shapes and sizes comprised in a land area of **11.35 Acres (Project Land)**, situate at *Mouzas* Genragari, J.L. Nos. 37, Police Station: Rajarhat, PIN-700135, within the District of North 24 Parganas.
3. **That** a legally valid authenticated title documents (sale deeds) of the Project Land along with an authenticated copy of the development agreement between the owners, existing developers and Promoter for the development of the real estate project are enclosed herewith.
4. **That** the Project Land is free from all encumbrances, save and except, the following:
 - i. Mortgaged in favor of Vistra ITCL (India) Limited for security of project finance obtained from HDFC Capital Affordable Real Estate Fund – 2, Category II Alternative Investment Fund; and
 - ii. T.S. 153/ 2018 (L.R. *Dag* Nos. 816 and 709, Mouza Garagari, J.L. No. 37) is pending before the 1st Court of Civil Judge (Junior division) at Barasat.
5. **That** the time period within which the Project shall be completed by the Promoter is **31.12.2026**.
6. **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

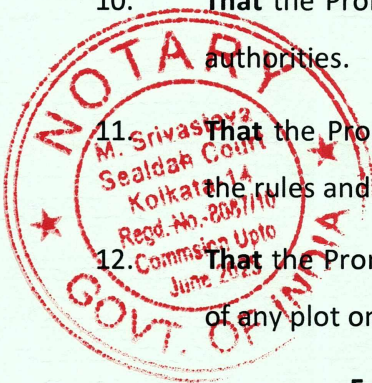


01 FEB 2024²

AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED
Suman Chandra
(Authorized Signatory)


account to be maintained in a scheduled bank to cover the cost of construction/development and the land cost and shall be used only for that purpose.

7. **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.
8. **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 practice that the withdrawal is in proportion to the percentage of completion of the Project.
9. **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 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.
10. **That** the Promoter shall take all the pending approvals on time, from the competent authorities.
11. **That** the Promoter has furnished such other documents as have been prescribed by the rules and regulation made under the Act.
12. **That** the Promoter shall not discriminate against any allottee at the time of allotment of any plot on any grounds.



For AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED

Deponent

AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED

(Authorized Signatory)
Saurav Chaudhuri
(Authorized Signatory)

01 FEB 2024

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 1st day of February 2024

Identified by me:

For AMBUJA HOUSING AND URBAN INFRASTRUCTURE
COMPANY LIMITED



Solemnly Affirmed &
Declared Before me
on Identification of L.D. Advocate
MUKUL SRIVASTAVA
Notary, Govt. of India
Regd. No.- 8007/10
Expiry on 25/06/2025

AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED

Saurav Chaudhuri
(Authorized Signatory) - 1

Deponent
Saurav Chaudhuri
(Authorized Signatory)

Identified by me
[Signature]
Advocate

01 FEB 2024