

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

77AB 409728

FORM 'B'

[See Rule 3 (4)]

Affidavit-cum-Declaration



Affidavit-cum-Declaration of Mr. Rakesh Ranjan, s/o Harendra Kishore Pandey and residing at 4F, 4th Floor, Ambey Ecovalley, Jatragachi Road, Ecopark Gate No.1, Hatiara, PIN-700157, duly authorised vide its authorisation dated 24.03.2018, by Bengal Ambuja Housing Development Limited, the Promoter of the Project, "Ecospace Business Towers" of the building complex i.e. Ecospace Towers;

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

1. That West Bengal Housing Board, 105, S.N. Banerjee Road, Kolkata-700014 (Board) is the owner of the land on which proposed project is being developed.

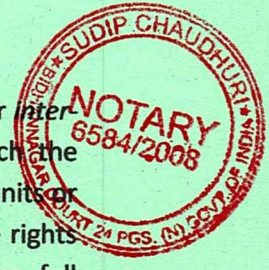
That through the Development Agreement dated 16th June, 2009, the Board appointed Bengal Ambuja Housing Development Limited, "Vishwakarma" 86C, Topsia Road (South), Kolkata-700046 (BAHDL) as the Developer.

Bengal Ambuja Housing Development Ltd.

Rakesh Ranjan
Authorised Signatories

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

08 FEB 2023



3. That the Board also granted a Power of Attorney dated 16th June, 2009 to BAHDL for *inter alia* doing and taking all necessary steps for development of the land on which the Complex is to be developed and also to negotiate for sale/lease and/or transfer of units or portion thereof together with undivided proportionate portion of the land and the rights appurtenant thereto and also to receive earnest money and/or part and/or full premium/consideration thereunder and also to fulfil mutual obligations thereunder.
4. That by an agreement dated 7th October, 2015; it was provided by the Board that the Promoter shall complete the proposed building complex fully within 4 (four) years from 7th October, 2015.
5. That by an Amendment Agreement dated 8th September, 2020, it was provided by the Board that the Development Agreement dated 6th June, 2009, is extended further and the Promoter shall complete the proposed building complex fully within 5 (five) years from the date of the Amendment Agreement.
6. That the Board also granted a Power of Attorney dated 8th September, 2020 to BAHDL for *inter-alia* doing and taking all necessary steps for development of the land on which the Complex is to be developed and also to negotiate for sale/lease and/or transfer of units or portion thereof together with undivided proportionate portion of the land and the rights appurtenant thereto and also to receive earnest money and/or part and/or full premium/consideration thereunder and also to fulfil mutual obligations thereunder.
7. That a legally valid authenticated of the title of such land along with an authenticated copy of the agreement(s) between the Board and BAHDL i.e. the Promoter, for development of the real estate project is enclosed herewith.
8. That, as on date, the said land is free from all encumbrances.
9. That the time period within which the project shall be completed by the Promoter is 31.12.2026.
10. 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.
11. 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.
12. 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.

ATTESTED
S. CHAUDHURI
★ NOTARY ★
GOVT. OF INDIA
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Dist.-North 24 Pgs.

Bengal Ambuja Housing Development Ltd.

Daksh Ranyan
Authorised Signatories

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13. 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.
14. That the Promoter shall take all the pending approvals on time, from the competent authorities.
15. That the Promoter has furnished such other documents as have been prescribed by the rules and regulation made under the Act.
16. That the Promoter shall not discriminate against any allottee at the time of allotment of any unit on any grounds.

For Bengal Ambuja Housing Development Limited

Bengal Ambuja Housing Development Ltd.

Daksh Ranjan
(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:

For Bengal Ambuja Housing Development Limited

S. Chaudhuri
ATTESTED
S. CHAUDHURI
★ NOTARY ★
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Bengal Ambuja Housing Development Ltd.

Daksh Ranjan
Authorised Signatories

(Authorized Signatory)
Deponent

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