

पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

X 316753



AFFIDAVIT-CUM-DECLARATION

Affidavit-cum-Declaration of **RANA GUPTA**, duly authorized by the Promoter, Joyville Shapoorji Housing Private Limited (formerly known as Drashti Developers Private Limited), a "Private Limited Company" within the meaning of the Companies Act, 2013 (Act No. 18 of 2013), having its Registered Office at 70, Nagindas Master Road, Fort,

Rana Gupta

104376

R. Gupta

See I sell work

we 91

Sold To.....
Name.....
Address.....
Rs.....
- 4 OCT 2018
C.M.M's Court,
2, Bankshall Street, Kol-1

ABANISH KUMAR DAS
 Govt. License Stamp Vender
 C.M.M. 'S Court
 2, Bankshall Street, Kol 1

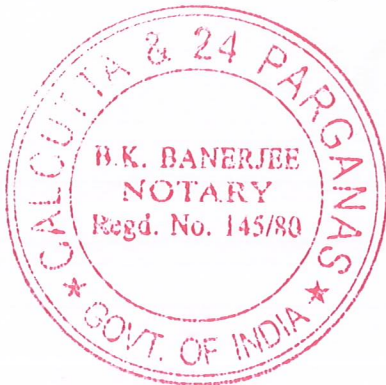
AFFIDAVIT-CUM-DECLARATION

Affiant-cum-Declaration of RAHA GUPTA, duly authorized by the Promoter, Joydutta Group Housing Private Limited (formerly known as Dimple Developer Private Limited), a Private Limited Company, with the meaning of the Companies Act, 2013 (Act No. 18 of 2013), having its Registered Office at 10, Rajendra Market Road, Fort...

Mumbai-400 023 and having one of its Regional Offices at P.S Srijan Corporate Park, Unit 903, 9th Floor, Tower – I, Plot No. G2, Block – GP, Sector – V, Salt Lake City, Kolkata – 700 091 and also having its Site Office at Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403 (hereinafter referred to as “**JSHPL**”/“**the Company**”).

I, **RANA GUPTA**, son of Late Ashoke Gupta, aged about 56 years, by faith Hindu, by occupation Service, residing at 19, Anil Ray Road, Kolkata-700029 do hereby solemnly affirm and declare as follows :-

1. I am duly authorized by the Board of Directors of the Company to affirm this Declaration and/or Affidavit and to make this Declaration for and on behalf of the Company pursuant to the Resolutions passed by the Board of Directors of the Company on the 5th day of September, 2018, a copy whereof, duly certified as a true copy by the authorized Officer of the Company is annexed hereto and marked with the letter “**A**” as part of this Affidavit.
2. Joyville Shapoorji Housing Private Limited [formerly known as Drashti Developers Private Limited (DDPL)], having its Registered Office at 70, Nagindas Master Road, Fort, Mumbai-400 023 and having one of its Regional Offices at P.S Srijan Corporate Park, Unit 903, 9th Floor, Tower – I, Plot No. G2, Block – GP, Sector – V, Salt Lake City, Kolkata – 700 091 and also having its Site Office at Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403 (hereinafter referred to as “**JSHPL**”/“**the Company**”), has a legal title to the piece or parcel of land measuring about 30.385 (Thirty Point Three Eight Five) Acres or thereabouts (hereinafter referred to as “**the plot of land**”) together with the proposed various multistoried residential buildings comprised of self-contained independent flats and/or apartments and other structures to be constructed thereon or on part thereof, by utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square



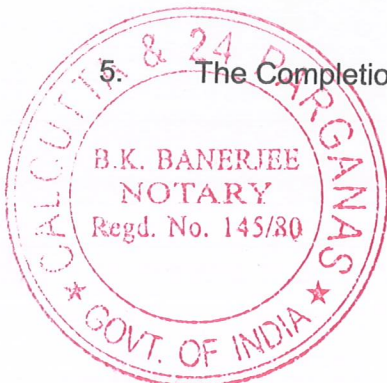
Rana Gupta

feet together with the said plot of land, being portion of the Larger Land hereinafter stated situated at Mouza Pakuria, Khalia and Baltikuri, in the District of Howrah (hereinafter referred to as **"the Project"**) which has been acquired by JSHPL under a registered Agreement for Sub Lease dated 27th day of November, 2013 made between Kolkata West International City Private Limited (KWICPL), as the Sub-Lessor and DDPL (now known as JSHPL), as the Sub-Lessee and registered at the Office of the District Sub-Registrar of Howrah and recorded in Book No.I, CD Volume Number 35, Pages from 2373 to 2414, Being No.10427 for the year 2013.

3. The Sub-Lessor KWICPL has acquired inter alia, 77.01 Acres of land situated at Mouza Salap, Tentukuli, Pakuria, Balitukuri, Khalia and Khona in the District of Howrah (hereinafter referred to as **"Larger Land"**), under the Head lease dated 10th November, 2006 made between Kolkata Metropolitan Development Authority (**"KMDA"**) therein referred to as the Lessor of the First Part, Kolkata West International City Private Limited(KWICPL), therein referred to as the Lessee of the Second Part and the Governor of the State of West Bengal (through its Principal Secretary, Urban Development Department) (**"GOWB"**) therein referred to as the Confirming Party of the Third Part, and registered at the Office of the Additional Registrar of Assurances at Kolkata under Serial No.17015 for the year 2006, whereby KMDA granted in favour of KWICPL a lease for 999 years in respect of the Larger Land, together with all rights, easements and appurtenances thereto. A copy of the Agreement for Sub-Lease and the registered Deed of Lease dated 10th day of November, 2006 referred to above are annexed hereto and marked with the letter **"A"**.

4. JSHPL (hereinafter referred to as **"the Promoter"**) subject to the residuary right of KMDA, has created mortgage over and in respect of its leasehold interest in the said plot of land together with multistoried buildings constructed/to be constructed thereon or on part thereof and the details of encumbrances including the details of any right, title, interest or name of the Mortgagee over such portion of land along with the other details given in a separate Statement which is annexed hereto and marked with the letter **"B"**.

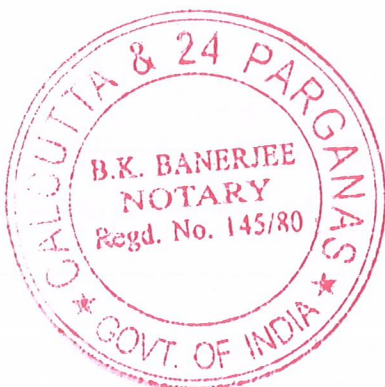
5. The Completion Date for construction of the Project is June, 2020.



Ra Gupta

6. That seventy percent (70%) of the amounts raised by the Promoter for the 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.
7. 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.
8. 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 and 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 such particular Project have been utilized for the Project and the withdrawal has been in compliance with the proportion to the percentage of completion of the Project.
9. I, for and on behalf of the Promoter shall take all the pending approvals in time from the competent authority.
10. I, for and on behalf of the Promoter, declare that the Promoter has furnished and/or will furnish such other documents as have been prescribed by the Rules and Regulations made under West Bengal Housing Industry Regulation Act, 2017 (WBHIRA).

Ran Gupta



11. I, for and on behalf of the Promoter, declare that the Promoter shall not discriminate against any Allottee at the time of allotment of any Apartment, flat and/or building as the case may be, on any ground subject however to the terms and conditions contained and/or to be contained in the Letter of Allotment issued/to be issued by the Promoter/Agreement for Allotment executed/to be executed between JSHPL, KWICPL and the Allottee,

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 the 08 day of 08 OCT 2018, 2018.

Ran Lupta

DEPONENT

SOLEMNLY AFFIRMED AND DECLARED
BEFORE ME ON IDENTIFICATION

B.K. Banerjee
**B. K. BANERJEA
NOTARY**

08 OCT 2018

**RIMAL KUMAR BANERJEA
NOTARY**
C.M.M.'s Court Campus
2, Bankshall Street
Kolkata-700 007

