



बंगाल WEST BENGAL

43AB 935148

FORM 'A'
[See rule 3(2)]



AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Messieurs **Siddha Waterfront LLP** (formerly known as Siddha Town Khardah LLP), a limited liability partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata, West Bengal; the promoter (**Said Promoter**) of the project named **Siddha Waterfront Phase-II (Said Project)**, being represented by its Authorized Signatory, Sanjay Kumar Bothra, son of Kishan Lall Bothra of Siddha Park, 99A, Park Street, 6th Floor, Kolkata-700016, Post Office Park Street, Police Station Park Street, vide its authorization letter dated 18.03.2020.

PADMA DAS
NOTARY
Regn. No. 1377/18
C.M.M.'s Court
Kolkata-700 001

23 JUN 2020

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17 FEB 2020

NO.....DATE.....
SOLD TO.....
OF.....
RS.....
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
LICENSED STAMP VENDOR
L. NO. 351RS2016

SIDDHA WATERFRONT LLP
99A, Park Street,
Kolkata-16



I, Sanjay Kumar Bothra ~~promoter of the proposed project~~/duly authorized by the promoter of the proposed Said Project do hereby solemnly declare, undertake and state as under:

~~1. That I/promoter have/has a legal title to the land on which the development of the project is proposed~~

—OR—

1. That (i) M/s. Aadharseela Dealers Private Limited, (ii) M/s. Aadharseela Tie Up Private Limited, (iii) M/s. Devpujan Realestate Private Limited, (iv) M/s. Megapix Complex Private Limited, (v) M/s. Power Point Buildcon Private Limited, (vi) M/s. Power Point Dealers Private Limited, (vii) M/s. Power Point Reality Private Limited, (viii) M/s. Power Point Tie Up Private Limited, (ix) M/s. Shivpawan Enclave Private Limited, (x) M/s. Shivpawan Complex Private Limited, (xi) M/s. Shivpawan Developers Private Limited, (xii) M/s. Shivpawan Heights Private Limited, (xiii) M/s. Shivpawan Housing Private Limited, (xiv) M/s. Shivpawan Infracon Private Limited, (xv) M/s. Shivpawan Constructions Private Limited, (xvi) M/s. Shivratri Nirman Private Limited, (xvii) M/s. Shivratri Promoters Private Limited and (xviii) M/s. Sun View Infracon Private Limited are the owners of land measuring 139.6832 (one hundred and thirty nine point six eight three three two) decimal equivalent to 84.6565 (eighty four point six five six five) *cottah* more or less equivalent to 5662.6421 (five thousand six hundred and sixty two point six four two one) square meter (Said Land) ~~have/has a legal title to the land on which the development of the proposed project namely: **Siddha Waterfront Phase-II** to be carried out~~

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the Said Land is free from all encumbrances save and except the Said Project is mortgaged by the Financial Institution/Bank, namely Tata Capital Housing Finance Limited, for obtaining construction loan for the Said Project.
3. That the time period within which the Said Project shall be completed by ~~me~~/promoter is 31st day of May, 2025 for the Said Project.
4. That 70% (seventy) per cent of the amounts realized by ~~me~~/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 Said Project, shall be withdrawn in proportion to the percentage of completion of the Said Project.
6. 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 that ~~I~~/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



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certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular of the Said Project have been utilized for the Said Project and the withdrawal has been in compliance with the proportion to the percentage of completion of the Said Project.

- 7. That ~~the~~ Said Promoter shall take all the pending approvals on time, from the competent authorities.
- 8. That ~~the~~ Said Promoter ~~have~~/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
- 9. That ~~the~~ Said 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.

Su. Botthra

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 22nd day of June, 2020.

Su. Botthra

Deponent



Identified by me
Sampa Paul
Advocate
Sampa Paul
C.M.M. Court, Kolkata



SOLEMNLY AFFIRMED AND DECLARED
BEFORE ME ON IDENTIFICATION

[Signature]

PADMA DAS
NOTARY

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