



पश्चिम बंगाल WEST BENGAL 27AB 751741

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL  
BE SIGNED  
BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE  
PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Messieurs Siddha Sphere LLP, the promoter (Said Promoter) of the project name *Siddha Galaxia Phase II* (Said Project) represented by its authorized signatory Mr./Ms. Mohan Lal Agrawal, son of Deep Chand Agrawal, of Siddha Park, 99A, Park Street, 6<sup>th</sup> Floor, Kolkata-700016, Post Office Park Street, Police Station Park Street, authorization letter dated 05/06/2018.



KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.'s, Court  
2 & 3 Bankshalli Street  
Kolkata-700 001

31 AUG 2018

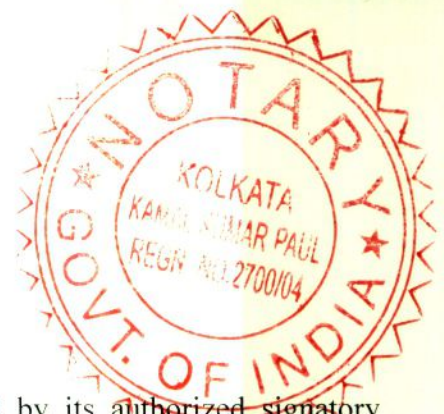
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RUMA D.A.S  
Advocate  
Alipore Judge's Court

- 5 SEP 2018

NO. ....  
Name : .....  
Address : .....  
Vendor : .....

I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata 700 001



We, the Said Promoter of the Said Project represented by its authorized signatory Mr./Ms. Mohan Lal Agrawal, son of Deep Chand Agrawal of Siddha Park, 99A, Park Street, 6<sup>th</sup> Floor, Kolkata-700016, Post Office Park Street, Police Station Park Street do hereby solemnly declare, undertake and state as under:

1. (a) Aadharseela Dealers Private Limited, (b) Aadharseela Tie Up Private Limited, (c) Riya Projects Private Limited, (d) Bhalchandra Housing Private Limited, (e) Goldenrod Vinimay Private Limited, (f) Barberry Commotrade Private Limited, (g) Camomile Tie Up Private Limited, (h) Camellia Barter Private Limited, (i) Gladiolus Vinimay Private Limited, (j) Parsley Barter Private Limited, (k) Apricot Barter Private Limited, (l) Edelweiss Tie Up Private Limited, (m) Adishakti Promoters Private Limited, (n) Awesome Promoters Private Limited, (o) Steadfast Properties Private Limited, (p) Gyaneshwar Housing Private Limited, (q) Kamlapati Housing Private Limited, (r) Khatuwala Buildcon Private Limited, (s) Khatuwala Nirman Private Limited, (t) Pacify High Rise Private Limited, (u) Pacify Infracon Private Limited, (v) Paramount Trexim Private Limited, (w) Power Point Buildcon Private Limited, (x) Power Point Dealers Private Limited, (y) Power Point Reality Private Limited, (z) Power Point Tie Up Private Limited, (aa) Power Point Tracom Private Limited, (ab) Pradyumna Housing Private Limited, (ac) Siddha Projects Private Limited, (ad) Sunview Infracon Private Limited, (ae) Token Sales Private Limited, (af) Tropex Vanijya Private Limited, (ag) Wonder Vyapaar Private Limited, (ah) Khatuwala Infrastructure Private Limited, (ai) Khatuwala Realcon Private Limited, (aj) Gopalpriya Housing Private Limited, (ak) Khatuwala Infracon Private Limited, (al) Bonneville Niwas Private Limited, (am) Surjalmata Promoters Private Limited, (an) Tejaswani Housing Private Limited, (ao) Amaltas Realtors Private Limited, (ap) Gomphrena Properties Private Limited, (aq) Fujimum Enclave Private Limited, (ar) Freesia Ventures Private Limited, (as) Periwinkle Promoters Private Limited, (at) Delphinium Projects Private Limited, (au) Amal Infraventures Private Limited, (av) Mormukut Projects Private Limited, (aw) Mormukut Real Estate Private Limited, (ax) Mormukut Realtech Private Limited, (ay) Mormukut Enclave Private Limited, (az) Mormukut Griha Nirman Private Limited, (ba) Mormukut Infrastructure Private Limited, (bb) Mormukut Promoters Private Limited, (bc) Alobha Enclave Private Limited, (bd) Mary Land Enclave Private Limited, (be) Unnati Sales Private Limited, (bf) Digvijaya Tie Up Private Limited, (bg) Yaduvir Builders Private Limited, (bh) Mahatru Infra Private Limited, (bi) Brim Vinimay Private Limited, (bj) Brim Tie Up Private Limited, (bk) Pradyumna Promoters Private Limited, (bl) Gopalpriya Infracon Private Limited, (bm) Moredadi Merchants Private Limited, (bn) Vishwaraja Constructions Private Limited, (bo) Cornsilk Enclave Private Limited, (bp) Mormukut Housing Private Limited, (bq) Mormukut Infracon Private Limited, (br) Mormukut Nirman Private Limited, (bs) Patkai Awas Private Limited, (bt) Pacify Enclave Private Limited, (bu) Gopalpriya Promoters Private Limited, (bv) Jograj Housing Private Limited, (bw) Acanthus Estates Private Limited, (bx) Baladeva Awasan Private Limited, (by) Vrajesh Ventures Private Limited, (bz) Copenhagen Dealers Private Limited, (ca) Yaduvir Traders Private Limited, (cb) Buglosse Nirman Private Limited, (cc) Badiberi Trading Private Limited, (cd) Badiberi Marketing Private Limited, (ce) Gyaneshwar Promoters Private Limited, (cf) Pradyumna Realtors Private Limited, (cg) Khatuwala Griha Nirman Private Limited, (ch) Anumati Estates Private Limited, (ci) Adimurti Enclave Private Limited, (cj)

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Mahabala Infrastructure Private Limited, (ck) Banke Bihari Griha Nirman Private Limited, (cl) Banke Bihari Housing Private Limited, (cm) Mackenzie Barter Private Limited, (cn) Raspberry Enclave Private Limited, (co) Tiffany Barter Private Limited, (cp) Jograj Enclave Private Limited, (cq) Wisecrack Marketing Private Limited, (cr) Someshwara Complex Private Limited, (cs) Jograj Projects Private Limited, (ct) Jograj Complex Private Limited, (cu) Bhairavkripa Impex Private Limited, (cv) Amanat Traders Private Limited, (cw) Magnitude Real Estate Private Limited, (cx) Honessuckle Construction Private Limited, (cy) Round Heights Private Limited, (cz) Premio Traders Private Limited, (da) Moneyfold Complex Private Limited, (db) Moneyfold Housing Private Limited, (dc) Trilokpati Nirman Private Limited, (dd) Gopalpriya Infrastructure Private Limited, (de) Khatuwala Housing Private Limited, (df) Brisk Sales Private Limited, (dg) Magnitude Nirman Private Limited, (dh) Growfast Promoters Private Limited, (di) Rosebud Commodeal Private Limited, (dj) Galloway Vyapaar Private Limited, (dk) Champagne Enclave Private Limited, (dl) Avacado Mercantile Private Limited, (dm) Moneyfold Builders Private Limited, (dn) Acyumen Housing Private Limited, (do) Acyumen Complex Private Limited, (dp) Clematis Dealcoms Private Limited, (dq) Advika Promoters Private Limited, (dr) Pacify Complex Private Limited, (ds) Pacify Tower Private Limited, (dt) Aksharvani Commercial Private Limited, (du) Mangalnayak Business Private Limited, (dv) Gyaneshwar Nirman Private Limited, (dw) Kamlapati Promoters Private Limited, (dx) Verbena Commotrade Private Limited, (dy) Gyaneshwari Infratech Private Limited, (dz) Booster Realestate Private Limited, (ea) Shaktidhar Complex Private Limited, (eb) Casurina Nirman Private Limited, (ec) Samridhipuran Nirman Private Limited, (ef) Tangerime Villa Private Limited, (eg) Ricardia Vincom Private Limited, (eh) Snowball Impex Private Limited, (ei) Hazel Nirman Private Limited, (ej) Scarlet Nirman Private Limited, (ek) Gardenia Impex Private Limited, (el) Cosmos Mansions Private Limited, (em) Multifold Vinimay Private Limited, (en) Vishwaraja Promoters Private Limited, (eo) Vishwaraja Infradev Private Limited, (ep) Vishwaraja Housing Private Limited, (eq) Someshwara Enclave Private Limited, (er) Banke Bihari Constructions Private Limited and (es) Aadharseela Tower Private Limited (collectively **Said Owners**) have legal title to the land on which the development of the Said Project is carried out by the Said Promoter and Said Owners have legally valid authentication of title of such land along with an authenticated copy of the agreement between the Said Owners and the Said Promoter for development of the Said Project, are enclosed herewith:

2. The Said Project is mortgaged by the Financial Institution/Bank, namely LIC Housing Finance Ltd., for obtaining construction loan for the Said Project.
3. That in Said Project 2 (two) litigations are pending, which have been filed by the said Owners and by the said Promoter to protect the said Project from disturbance of outsiders, are as follows:

i. Miscellaneous Case No. 48/2017 and ii. Title Suit No. 954/2015

Other 5 (five) litigations are as follows:

i. Title Suit No. 451/2017, ii. Title Suit No.807/2013, iii. Title Suit No.334/2012, iv. Title Suit No.271/2016 and v. Title Suit No.143/2017 (collectively **Said Litigation**).

  
RAMA KUMAR PAUL  
NOTARY PUBLIC, GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M's, Court  
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Under the Said Litigation some portion of lands are encumbered in respect of the Said Project.

4. That the time periods within which the said Project shall be completed by the Said Promoter are as follows:

Sl. No.	Name of Block	Tower name as per Drawing	Completion time
1	Ophelia	7A	December, 2019
2	Bianca	7B	December, 2019
3	Orion	7C	December, 2019
4	Cygnus	7D	December, 2019
5	Atlas	10	June, 2020
6	Phoenix	7E	June, 2020
7	Europa	7G	June, 2020
8	Mynsa	7F	June, 2020
9	Capella	11	December, 2021

5. The 70% (seventy per cent) of the amounts realized by the Said Promoter for the Said Project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost and shall be used only for that purpose.
6. 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.
7. 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 Said Project that the Said 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 utilized for the Said Project and the withdrawal has been in compliance with the proportion to the percentage of completion of the Said Project.
8. That the Said Promoter shall take all the pending approvals on time, from the competent authorities.
9. That the Said Promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the Said Promoter shall not discriminate against any allottee at the time of allotment of any apartment on any grounds.

✓ *Agreed*

Deponent

*Identified by me:*  
*Dibyendu Chakravorty*  
*Advocate*

✓  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
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Verification

The contents of the Said Promoter above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom

Verified by the Said Promoter at Kolkata on this 31<sup>st</sup> day of August, 2018.

✓  
✓  
Negrel

Deponent

✓  
Identified by me:  
Dibjendu Chakraborty  
Advocate

31 AUG 2018

✓  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
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2 & 3 Bankshall Street  
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Signature Attested Only  
on Identification of Ld. Advocate

✓  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Kolkata, West Bengal

31-08-18