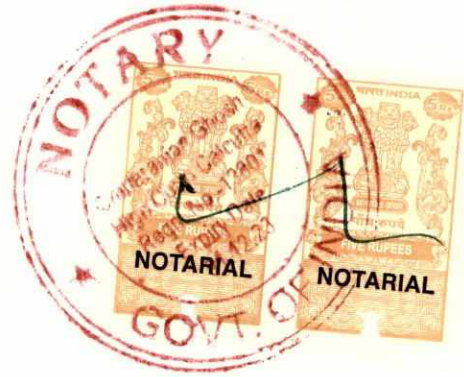




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

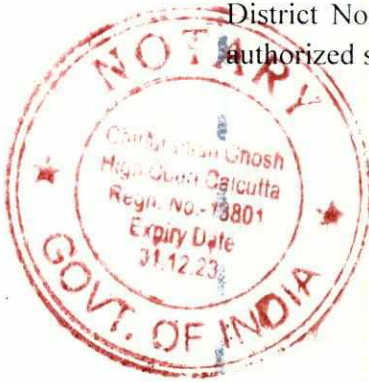
43AB 935119



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

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Messieurs Siddha Sphere LLP, having its registered office at Siddha Park, 6th Floor, 99A, Park Street, Kolkata-700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal; the promoter (**Said Promoter**) of the project named *Siddha Galaxia Phase-III*, at Mouza Raigachi, JL No. 12, within Rajarhat-Bishnupur No. I Gram Panchayet, Police Station Rajarhat, District North 24 Parganas, PIN-700135 (**Said Project**), being represented by its authorized signatory, Sanjay Kumar Bothra, son of Kishan Lall Bothra of Siddha



03 JUL 2023

CHOSH
Affidavit cum Notary
E WB 235/2005
REGN NO.- 13801
High Court Calcutta

78923

17 FEB 2020

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

SIDDHA SPHERE LLP
99A, Park Street, 6th Floor,
Kolkata-16

DATE.....


Park, 99A, Park Street, 6th Floor, Kolkata-700016, Post Office Park Street, Police Station Park Street, vide its authorization letter dated 12.03.2020.

I, Sanjay Kumar Bothra ~~promoter of the proposed project~~/duly authorized by the Said Promoter of the 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. Acanthus Estates Private Limited, (ii) M/s. Amanat Traders Private Limited, (iii) M/s. Bhairavkripa Impex Private Limited, (iv) M/s. Gyaneshwar Promoters Private Limited, (v) M/s. Jograj Complex Private Limited, (vi) M/s. Jograj Enclave Private Limited, (vii) M/s. Jograj Projects Private Limited, (viii) M/s. Khatuwala Griha Nirman Private Limited, (ix) M/s. Mackenzie Barter Private Limited, (x) M/s. Magnitude Realestate Private Limited, (xi) M/s. Rasberry Enclave Private Limited, (xii) M/s. Ricardia Vincom Private Limited, (xiii) M/s. Tangerime Villa Private Limited, (xiv) M/s. Tiffany Barter Private Limited, (xv) M/s. Wisecrack Marketing Private Limited and (xvi) M/s. Siddha Real Estate Development Private Limited are the owners of land measuring 207.3382 (two hundred and seven point three three eight two) decimal equivalent to 125.6595 (one hundred and twenty five point six five nine five) cottah equivalent to 8390.6094 (eight thousand three hundred and ninety point six zero nine four) square meter (Said Land) ~~have/has a~~ legal title to the land on which the development of the proposed project namely **Siddha Galaxia Phase-III** 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, 11th Floor, Tower A, Peninsula Business Park, Ganpotrao Kadam Marg, Lower Parrel, Mumbai 400013, regional office at 2nd Floor, Park Plaza, Flat No. 2C & 2D, South Block, 71, Park Street, Kolkata 700016, for obtaining construction loan for the Said Project.

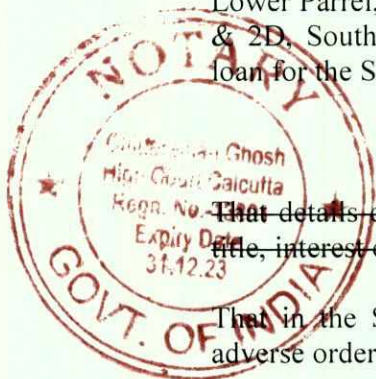
OR

~~That details of encumbrances _____ including details of any rights, title, interest or name of any party in or over such land, along with details.~~

That in the Said Project following two litigations are pending and in which no adverse order has yet been passed

(i) Title Suit No. 451 of 2017 and (ii) Title Suit No. 807 of 201.

3. That the time period within which the Said Project shall be completed by ~~me/promoter~~ is 28th day of May, 2024.



1.1 JUL 2020

CHITTARANJAN GHOSH
Advocate cum Notary
E.V. No. 235/2005
REGN NO. 13801
High Court Calcutta

4. That 70% (seventy) per cent of the amounts realized by the Said ~~me~~/Promoter for the present 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 ~~if~~ the Said 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 a 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 Said Project.
7. That ~~if~~ the Said Promoter shall take all the pending approvals on time, from the competent authorities.
8. That ~~if~~ the Said Promoter ~~have~~/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
9. That ~~if~~ 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.

En. Bhatnagar

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 11th day of July, 2020.



CHITTARANJAN GHOSH
Advocate cum Notary
E WB 235/2005
REGN NO. - 13801
High Court Calcutta

11 JUL 2020

ATTESTED BY ME
Chittaranjan Ghosh
C.R. GHOSH
Regn. 13801
NOTARY
High Court Calcutta

Chittaranjan Ghosh

Deponent