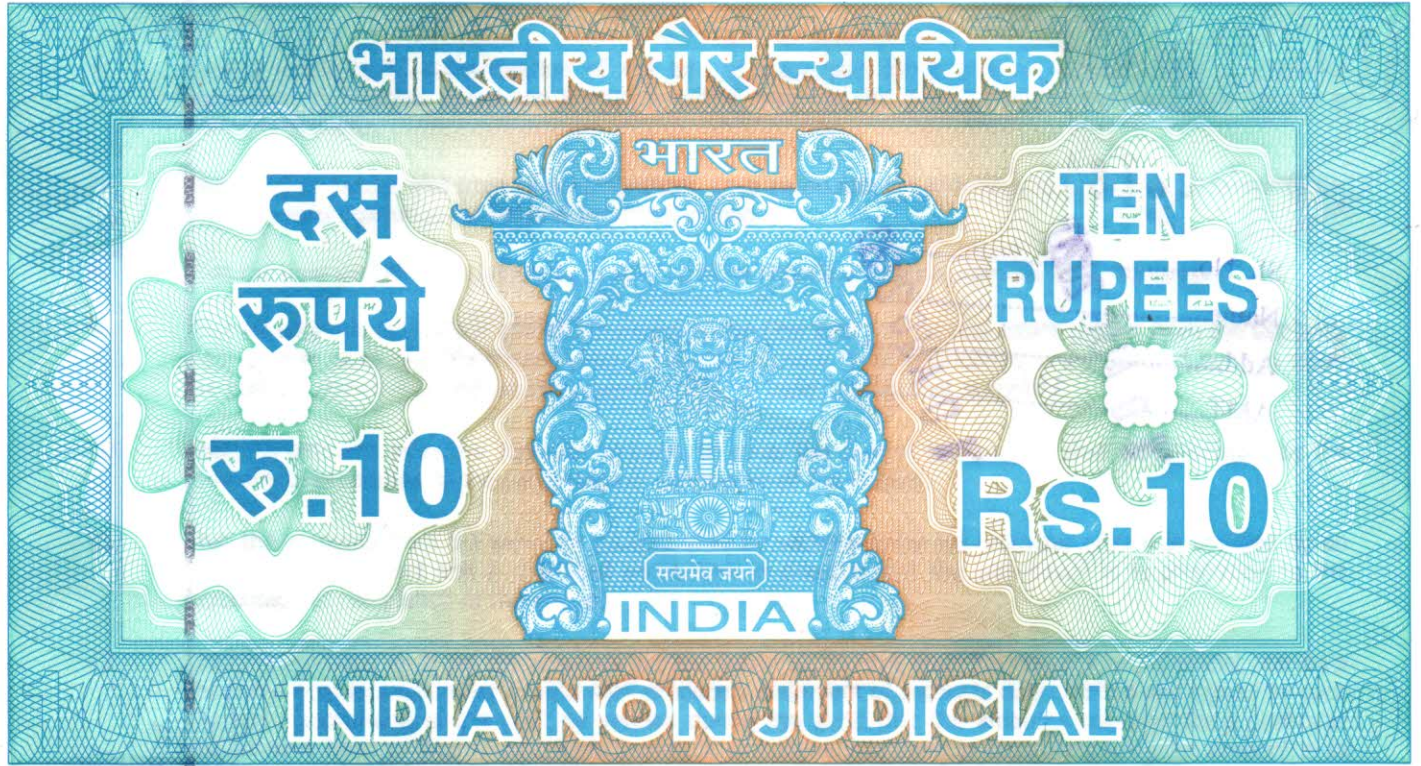


SL NO. 401/20.20



पश्चिम बंगाल WEST BENGAL

45AB 837218

FORM 'A'

[See rule 3(2)]

Affidavit-cum-Declaration

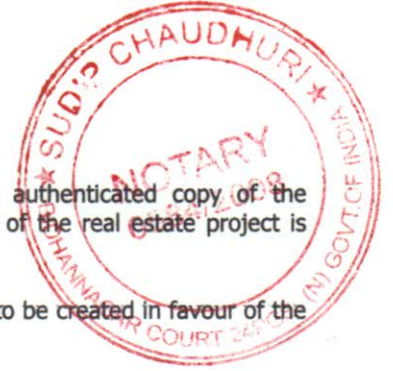
Affidavit-cum-Declaration of Mr. Partha Chakravarty, s/o Late Deb Kumar Chakraborty and residing at B-14/6, Abhyuday Co-operative Housing Society, ECTP, Phase-IV, EM Bypass, Kolkata-700107, duly authorised vide its authorisation dated 24th March, 2018 by Bengal Ambuja Housing Development Limited, the Promoter of the Project, "Ecospace Residencia", being a phase of the proposed building complex, i.e. Ecospace Towers;

I, Partha Chakravarty, 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-700 014 (Board) is the owner of the land on which proposed project is being developed.
2. That through the Development Agreement dated 6th June, 2009 Board appointed Bengal Ambuja Housing development Limited, 89C, Topsia Road, Kolkata - 700046 (BAHDL) as Developer.
3. That the Board also granted a Power Of Attoreny dated 16th June, 2009 to BAHDL for interalia 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 togetherwith undivided proportionate portion of the land and the rights appertenant thereto and also to receive earnest money and/or part and/or full premium/considertaion thereunder and also to fulfill 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 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.

ATTESTED
S. CHAUDHURI
* NOTARY *
GOVT. OF INDIA
Pegd. No. -6584/08
B. dhannagar Court
Dist. North 24 Pgs

10 SEP 2020



6. That a legally valid authentication of the title of such land along with an authenticated copy of the agreement(s) between Board and BAHDL, i. e. the Promoter, for development of the real estate project is enclosed herewith.
7. That the said land is free from all encumbrances, save an except, the mortgage to be created in favour of the bank/financial institution for obtaining construction loan.
8. That the time period within which the project shall be completed by the promoter is 31-03-2024.
9. That seventy per cent of the amounts realised by the 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.
10. That the amounts 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.
11. 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 practice that the withdrawal is in proportion to the percentage of completion of the Project.
12. That 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 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.
13. That the Promoter shall take all the pending approvals on time, from the competent authorities.
14. That the Promoter has furnished such other documents as have been prescribed by the by the rules and regulations made under the Act.
15. That the Promoter shall not discriminate against any allottee at the time of allotment of any apartment on any grounds.

For Bengal Ambuja Housing Development Ltd.


Partha Chakraborty
(Authorised Signatory)
Deponent

Verification

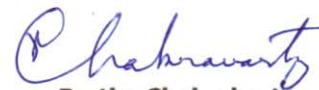
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Kolkata on this the 10th day of September, 2020.


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

10 SEP 2020

For Bengal Ambuja Housing Development Ltd.


Partha Chakraborty
(Authorised Signatory)
Deponent

Identified By Me
Manoj Basu
ADVOCATE

MANOJ BASU
Advocate
Enrolment No.-F-247/2006
Bidhan Nagar Court
Kolkata-700091

