



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

29AA 968778

BEFORE THE NOTARY AT BARRACKPORE  
DIST. NORTH 24 PARGANAS

FORM 'B'

[See rule 3(4) of West Bengal Real Estate (Regulation & Development) Rules, 2021]

TO WHOM IT MAY CONCERN

**AFFIDAVIT CUM DECLARATION**

Affidavit cum Declaration of M/s. **Pioneer Associates** (herein after referred to as 'the Partnership Firm') Promoter of the on-going project named "**SHIBALAY**" lying & situated at Mouza – Rahara, J.L No. 3, R.S. No. 11, Touzi No. 184 - 190, Re. Su. No. – 61, comprised and contained in R.S. Khatian No. 169, R.S. Dag No. 876 and 878 corresponding in L.R. Dag No. 2139 and 2140, under corresponding L.R. Khatian No.- 1715 and 2602 Municipality holding No. 74/48 and 98/49/1, within the local ambit of Khardah Municipality under the Ward No. 10, Mission Para Road, Post Office – Rahara, Police Station – Rahara (formerly it was under Khardah Police Station), ADSRO – Sodepur (formerly Barrackpore), North 24 Parganas, Pin-700118, West Bengal, INDIA.

**Pioneer Associates** (represented by its one of the Partners, Mr. Gopal Das), Promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

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20 APR 2023

PIONEER ASSOCIATES

  
Partner

18307 21/3/2023  
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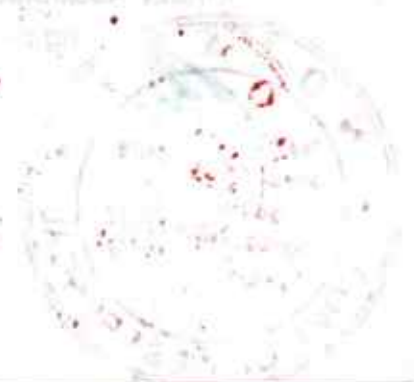
No. .... Date ..... Rs. ....  
Name .....  
Address .....  
P.S. ....  
Dist. ....  
Name of Treasury :- Barrackpore  
Name of Vendor :- RANA SUR  
Date of Purchase .....  
Total Amount .....  
Signature of Vendor .....

Pioneer Assam  
Kumar

21 MAR 2023

WEST NORTH 24 BARRACKS  
TENDR THE MARCH AT BARRACKPORE

10/03/23





(2)

1. That the Firm has a legal title to the land on which the development of the on-going project is carried out by virtue of a joint development Agreements with (1) Nanda Dulal Malakar, (2) Susmita Mamalakar, (3) Aloka Banerjee, (4) Sattwiki Chakraborty, (5) Koushiki Kar, (6) Susmita Ganguly, (7) Ira Halder and PIONEER ASSOCIATES, a Registered Partnership Firm under Indian Partnership Act, 1932 ( Act IX of 1932) having the Registration No. L 79154 dated. 10.09.2014.

**AND**

All legally valid authentications of title of such land along with an authenticated copy of the agreement between such owners and the Partnership Firm for development of the real estate project are enclosed herewith.

2. That the said land is free from all encumbrances.

3. That the time period within which the project shall be completed by the Partnership Firm within the date of 30.04.2025.

4. That seventy percent of the amounts realised by the Partnership Firm for the real estate project from the Allottees (as per proforma agreement for sale), 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 project, shall be withdrawn in proportion to the percentage of completion of the 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.

7. That the Partnership firm 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 particulars 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.

8. That the Partnership Firm shall take all the pending approvals on time, from the competent authorities.

Contd.....P/3



20 APR 2023

PIONEER ASSOCIATES

  
Partner

(3)

9. That the Partnership Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That the Partnership Firm shall not discriminate against any Allottee or Allottees at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

11. That if any provision in Agreement for Sale is in contravention with the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate (Regulation & Development) Rules, 2021, the provisions of the said Act & Rules shall prevail in those cases.

12. That if any contradiction arises in the future the Deponent will be responsible for it.

I, **Gopal Das**, Son of Late Narayan Chandra Das, by Religion – Hindu, by Occupation – Business, residing at: KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist North 24 Parganas, Kolkata-700115, PAN No. AGAPD0725H, solemnly affirm that the facts stated in Paragraphs 1 to 12 are true and correct to the best of my knowledge and belief and no material fact has been concealed.

**PIONEER ASSOCIATES**

  
Partner

**GOPAL DAS**  
**PARTNER**

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                      day of                      2023

**PIONEER ASSOCIATES**

  
Partner

**GOPAL DAS**  
**PARTNER**

Identified By Me  


Advocate

**ARUN KUMAR SAHA**  
**ADVOCATE**  
**BARRACKPORE COURT**  
**ENROLMENT NO:-WB/933/86**



20 APR 2023