

SL. No. 88/ 8/5/2023.



पश्चिम बंगाल WEST BENGAL

49AB 356107



BEFORE THE NOTARY  
ALIPORE JUDGES' COURT  
KOLKATA - 700 027

BEFORE THE NOTARY AT ALIPORE

FORM - 'B'

[See rule 3(4)]



DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED

BY THE PROMOTER

**Affidavit cum Declaration**

Affidavit-cum-Declaration of MR. SRAVAN KUMAR CHOWDHURY, son of Late Bahadur Chowdhury, residing at 219, Picnic Garden Road, Post Office - Tiljala, Police Station - Kasba, Kolkata-700039, Promoter of the proposed project by virtue of development agreement dated 15/02/2021 and the same was registered in the office of D.S.R - III, Alipore and the same recorded in Book No. I, Volume No. 1603-2021, Pages 25738 to 25782, Being No.00882 for the year 2021. ;

08 MAY 2023

49744

31 JAN 2023

No. ~~10~~ / - Date ~~10/1/2023~~

Name: **B. C. LAHIRI**

Advocate

Address: Allpore Judge's Court, Kol-27

Allpore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

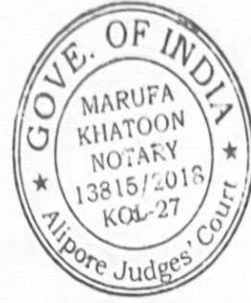
Allpore Police Court, Kol - 27

Vendor



BEFORE THE HON'BLE JUDGE  
ALLPORE JUDGE'S COURT  
KOLKATA - 27

8 JAN 2023



I, SRAVAN KUMAR CHOWDHURY Promoter of the proposed project by the promoter of the proposed project, do hereby solemnly declare, undertake and state as under:

1. That, I the Promoter has a legal title to the land on which the development of the project is proposed

OR

I the Promoter has a legal title to the land on which the development of the proposed project is 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.

OR

That, details of rights, title, interest or name of any party in or over such land, along with details as follows :- WHEREAS Shri Sandip Chaudhuri and Smt. Jaba Chaudhuri jointly purchased on payment of valuable consideration of one plot of land admeasuring 2 Cottahs 6 Chitak 40 sft. more or less, comprised in Mouza - Nayabad, J.L. No -25, R.S. No.3, R.S. Khatian No. 127, 128, R.S. Dag No. 195, P.S - Purba Jadavpur, District South 24 Parganas from Shri Kanti Ranjan Chakraborty, the erstwhile owners described therein as owners and M/s. K.B. Wirehousing Corporation described therein as confirming party by virtue of a conveyance deed and the same registered in the office of DSR - III,



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Alipore and recorded in Book No. 1, Volume No. 110 at pages 205 to 218, Being No. 4211 for the year 2000.

AND WHEREAS Shri Sandip Chaudhuri and Smt. Jaba Chaudhuri jointly purchased on payment of valuable consideration of one plot of land admeasuring 2 Cottahs 6 Chitak 40 sft. more or less, comprised in Mouza Nayabad, J.L. No -25, R.S. No.3, R.S. Khatian No. 127, 128, R.S. Dag No. 195, P.S - Purba Jadavpur, District South 24 Parganas from Shri Kanti Ranjan Chakraborty, the erstwhile owners described therein as owners and M/s. K.B. Wirehousing Corporation described therein as confirming party by virtue of a conveyance deed and the same registered in the office of DSR - III, Alipore and recorded in Book No. 1, Volume No. 126 at pages 93 to 106, Being No. 4831 for the year 2000.

AND WHEREAS thereafter, said two owners become joint owners in respect of the said two plots of land admeasuring 4 katha 13 chitak 35 sft. more or less and owners mutated their names in the records of the KMC by way of mutation and two plots amalgamated into one plot and the land assessed, known and numbered as 2762, Nayabad. That owners converted the land to Bastu and they recorded their names in the LR-ROR in LR Khatian no. 1291, 2572, 1292, 2573, L.R Dag no. 195 in the concerned BL and LR office.

AND WHEREAS owners herein also executed and registered a development agreement and the same was registered in the office of D.S.R - III, Alipore and the same recorded in Book No. I, Volume No. 1603-2021, Pages 25738 to 25782, Being No. 882 for the year 2021. That owners herein also executed and registered a General Power of Attorney in developer's favour for the sale of the flats and parking out of developer's allocation of the new building. The said development Power of Attorney was



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registered in the office of D.S.R - III, Alipore and the same recorded in Book No. I, Volume No. 1603-2021, Pages 25655 to 25673, Being No. 935 for the year 2021.

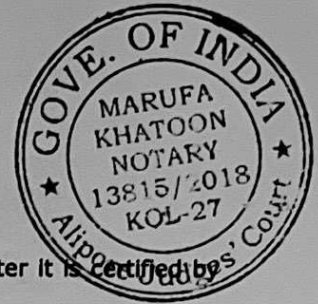
AND WHEREAS the owners registered a declaration deed, they rectified their surname as "CHAUDHURI" in place of wrong as "CHAUDHURY" mentioned in the development agreement and development power of attorney and the same registered in the office of the DSR - III, Alipore and recorded in Book - I, Volume no. 1603-2021, pages 153966 to 153980, being no. 05182 for the year 2021.

AND WHEREAS the Developer herein duly obtained sanction building plan from the Kolkata Municipal Corporation for construction of a building vide plan no. 2022120120 dated 31/05/2022 and the developer has been constructing the building of G plus IV storied.

3. That the time period within which the project shall be completed by me/Promoter is March, 2024.
4. That, seventy per cent of the amounts realized by me, 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.
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.



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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, I 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That, I the promoter shall take all the pending approvals on time from the competent authorities.
9. That, I the promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That, I the 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.



Solemnly declare and affirmed  
be fore me on identification under  
the Notaries Act.

*Marufa Khatoon*  
MARUFA KHATOON  
Notary Govt. of India  
Regd. No.-13815/2018  
Alipore judges' Court

08 MAY 2023

*Sovan Kr Chowdhury*

Deponent

Identified by me

*Debasish Chowdhury*  
Debasish Chowdhury  
Advocate  
Alipore Judges Court, Kol-27  
WB/929/1983