

भारतीय गैर न्यायिक

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भारत

TEN  
RUPEES

Rs.10

INDIA NON



पश्चिम बंगाल WEST BENGAL

96AB 004381

FORM 'B'

[See rule 3(4)]

DECLARATION CUM AFFIDAVIT

Affidavit cum Declaration of M/s. R.S. Construction (hereinafter referred to as "The Partnership Firm") having registered address at 208, Rash Behari Avenue, 1st Floor, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal, of its ongoing project named "Annapurna Enclave" situated at New Premises No. 20/1, Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat (now Rabindra Sarabar), Kolkata - 700029, within the local limit of Kolkata Municipal Corporation, having Assessee No. 110861507099, in Ward No. 86, Borough No. VIII, in the District South 24 Parganas, in the State of West Bengal represented by its partners and duly authorised representatives jointly and namely (1) Radheshyam Saha, son of Late Hari Pada Saha, residing at 2/H/2, 1st Floor, Taltala Lane, P.O. Entally, P.S. Taltala, Kolkata - 700014, District - Kolkata, West Bengal, and (2) Prajapati Nirman LLP (PAN: ABAFP9949A), a Limited Liability Partnership represented by its designated partner Mr. Sandeep Kumar Saraogi, son of Shyam Sundar Saraogi, aged 50 years, residing at 41A, Tarachand Dutta Street, Kolkata-700073, of ongoing project do hereby declare, undertake and state as under:-

REKHA TEWARI  
NOTARY  
Regn. No. 10288/13  
C.M.M's. Court  
Kolkata - 700 001

20 FEB 2024

16 FEB 2024

No. 7694

Name

Address As Conter

Rs. 208 208 Me 427

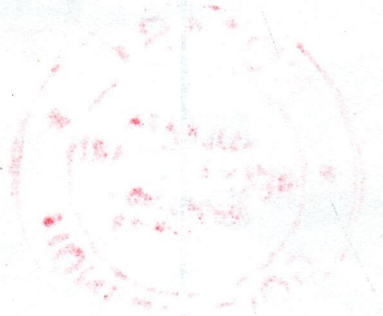
PARTHA SARATHI CHOWBHURY

Aayakar Bhawan

F-7 Chowringhee Square

Kolkata-89

Date ..... Licensed Stamp Vendor



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1. The Annapurna Trust ("hereinafter referred to as Owner") has a legal title to the land on which the development of the project is proposed is to be carried out

AND

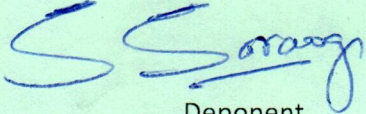
all legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed by the partnership firm is 22<sup>nd</sup> February, 2025.
4. That seventy per cent of the amounts realised by the partnership firm 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.
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 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.
8. That the partnership firm shall take all the pending approvals on time, from the competent authorities.
9. That the partnership firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

REKHA TEWARI  
NOTARY  
Regn. No.- 10288/13  
C.M.M's. Court  
Kolkata - 700 001

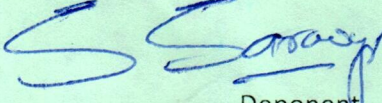
20 FEB 2024

10. That the partnership firm 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.

  
Deponent

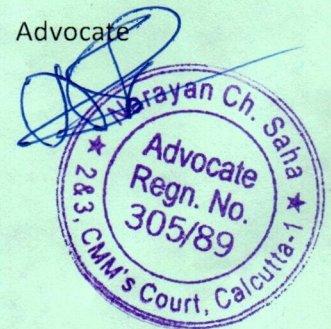
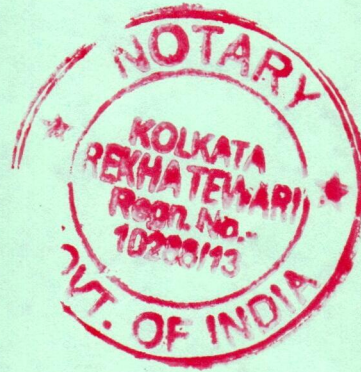
Verification

I, Sandeep Kumar Saraogi, son of Shyam Sundar Saraogi, residing at 41A, Tarachand Dutta Street, Kolkata - 700073, District - Kolkata, West Bengal solemnly affirm and confirm that the contents of my above **Affidavit cum Declaration** are true and correct and nothing material has been concealed by me therefrom.

  
Deponent

Verified by me at Kolkata on this 17<sup>th</sup> day of February, 2024.

Advocate



REKHA TEWARI  
NOTARY  
Regn. No. 10288/13  
C.M.J's Court  
Kolkata - 700 001

ATTESTED SIGNATURE ONLY  
BEFORE ME ON IDENTIFICATION

  
REKHA TEWARI  
NOTARY

20 FEB 2024