

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 578884

BEFORE THE NOTARY PUBLIC AT HOWTAH

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. OM BUILDERS** (herein after referred to as 'the Proprietorship Firm') Promoter of the on-going project named "**OM R.R APARTMENT**" lying & situated at Mouza - Kona, J.L. No. 107, comprised and contained in R.S. Khatian No. 989, R.S. Dag No. 1746 and 1799, corresponding in L.R. Dag No. 2812, under corresponding L.R. Khatian No.-4265 and 4266, Municipality Holding No. 42, within the local ambit of Howrah Municipal Corporation under the Ward No. 50. Bagpara Biswalakshmitala, Post Office - Kona, Police Station- Dasnagar, ADSR- Howrah, Pin-711114, West Bengal, INDIA.

OM BUILDERS (represented by its Proprietor, Mr. Vivek Shaw). Promoter of the on-going project, do hereby solemnly declare, undertake and state as under:-

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28 AUG 2024

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ব্রাহ্ম ভেঙ্কটেশ্বর

ANICK PRAMANICK
Advocate
Howrah Judges Court

অক্ষয় সন্ন্যাসী
হাওড়া জজকোর্ট
কোর্ট হাউস

BEFORE THE NOTARY PUBLIC AT HOWRAH

FORM No.

APPLICANT'S OATH
TO WHOM IT MAY CONCERN

I, the undersigned, do hereby solemnly swear that the contents of the above statement are true and correct to the best of my knowledge and belief, and that I have not concealed any material facts or circumstances from the undersigned.

Signature

(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 Vivek Shaw and OM Builders, a Proprietorship Firm having Permanent Certificate of Enlistment under Howrah Municipal Corporation Bearing Trade license Number: HMC/W9/80781/24 dt. 25.04.2024.

AND

All legally valid authentications of title of such land along with an authenticated copy of the agreement between such owners and the Proprietorship 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 Proprietorship Firm within the date of 01.08.2026.

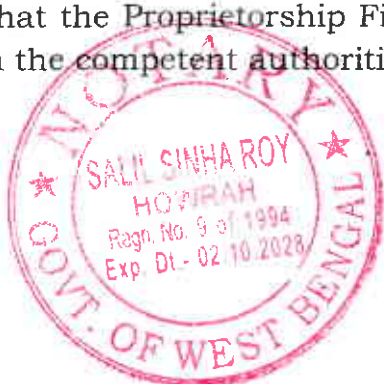
4. That seventy percent of the amounts realised by the Proprietorship Firm for the real estate project from the Allottees (as per proforma agreement for sale), from time to time, shall be deposited in a separate account to be maintained in a scheduled Bank to cover the cost of construction and the land 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 Proprietorship 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 Proprietorship Firm shall take all the pending approvals on time, from the competent authorities.



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(3)

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

10. That the Proprietorship 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. Vivek Shaw, Son of Ramesh Prasad Shaw, by Religion Hindu, by Occupation Business, residing at: 35, Pilot Bagan, Po- Kona, P.S. liluah (formerly it was under Liluah Police Station), Howrah -711114, PAN No. AZFPS9513A, 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.

OM BUILDERS

Vivek Shaw

Proprietor

VIVEK SHAW
PROPRIETOR

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 _____ 2024

OM BUILDERS

Vivek Shaw

Proprietor

VIVEK SHAW
PROPRIETOR

IDENTIFIED BY ME

Anick Pramanick

ANICK PRAMANICK

Advocate

Howrah Judge's Court
Enrolment No. F/806/935 of 2016

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

28.8.24

SALIL SINHA ROY
NOTARY HOWRAH

28 AUG 2024





INDIA NON JUDICIAL

WEST BENGAL

94AB 801741

TO WHOMSOEVER IT MAY CONCERN

I, **Vivek Shaw**, S/o Sri Ramesh Prasad Shaw, aged about 43 years, R/o 35, Pilot Bagan, Post - Kona, Dist.- Howrah, Pin-711114 promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Agreement for Sale/Builder Buyer Agreement of our Project **OM R R APARTMENT** is in accordance to Annexure-A of the West Bengal Real Estate (Regulation & Development) Rules, 2021.
2. That more of the terms and conditions of the Agreement for Sale presented by us violate the provisions of the Real Estate (Regulation & Development) Act, 2016 & the West Bengal Real Estate (Regulation & Development) Rules, 2021.
3. That if any provision in Agreement, for Sale is in contravention with the Real Estate (Regulation & Development) Act, 2016 & the West Bengal Real Estate (Regulation & Development) Rules, 2021, the provisions of the said Act & Rules shall prevail in those cases.
4. That if any contradiction arises in the future the Deponent will be responsible for it.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

SALIL SINHA ROY
NOTARY HOWRAH

07 SEP 2024

OM BUILDERS

Vivek Shaw

Proprietor

Deponent

Identified By me

Anick Pramanick
ANICK PRAMANICK

Advocate

Howrah Judge's Court
Enrolment No. F/806/935 of 2016



बंगाल WEST BENGAL

94AB 822469

TO WHOMSOEVER IT MAY CONCERN

As per order No. 146 - RERA/L-01/2023 dated 3rd February, 2023 stating that -

The provisions of the Real Estate (Regulation and Development) Act, 2016 have already come into force in this State and 'Common Area' has been defined under clause(n) of section said Act.

In the light of the above provision and as decided in the meeting of this Authority held on 03.02.2023 and under the power granted to the Authority under section 37 of the Act, to issue directions, it is hereby directed that all promoters / developers, while applying for registration of real estate projects, shall submit a notarized affidavit affirming that they will abide by the provisions contained in section 17 of the said Act read with clause (n) of section 2 relating to 'Common Area'.

This order shall come into force immediately.

We are abiding by the abovementioned order. Kindly acknowledge the same.

**SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION**

Salil Sinha Roy

**SALIL SINHA ROY
NOTARY HOWRAH**

07 SEP 2024

OM BUILDERS
Nikhil Chatterjee
Proprietor

Deponent
Identified By me
Anick Pramanick
ANICK PRAMANICK
Advocate
Howrah Judge's Court
Enrolment No. F/806/935 of 2016