

BEFORE THE NOTARY  
GOVERNMENT OF WEST BENGAL



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

33AA 359861

63  
21 AUG 2024



FORM 'B'  
[See rule 3(4)]

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Mr. Satyabrata Sinha Partner of M/s. **Reliable Construction** (herein after referred to as 'the Partnership Firm'), Promoter, of the on-going project named **NIBEDITA BHABAN** situated at Mouza-Panihati, J.L NO-10, C.S. & R.S DAG NO-1409(P), L.R Dag No-1409/1938 E.P NO-20, S.PNO-32, Holding No-86, Vivekananda colony, Ward No-4, P.S-Khardah, Kolkata-700114, Under Panihati Municipality, Dist-North 24 Parganas, West Bengal, India, duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 16/08/2024 ;

21 AUG 2024



1. Mr. Satyabrata Sinha Partner of M/s. **Reliable Construction** , promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

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 Agreement with (1) Sri Dulal Chandra Banerjee, PAN:ACRPB5636N (2) Sri Babulal Banerjee, PAN:CDMPB3837K (3) Sri Siblal Banerjee PAN:CIYPB7568J and M/s. Reliable Construction, a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932) having the Registration No. L79152/2014.

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 16/03/2026 which is 20 (Twenty Months) months from the date of signing the 1<sup>st</sup>. Sale Agreement.
4. That seventy per cent of the amounts realised by the Partnership Firm for the real estate project from the allottees (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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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 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.

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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.
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.

I, **Satyabrata Sinha**, son of Late Shyam Mohan Sinha, by Nationality Indian, by Occupation Business, residing at Flat No-3A/4 Benimadhab Bhawan, 4 no -deshbandhu Nagar, sodepur, North 24 Parganas, Kolkata-700110, solemnly affirm that the facts stated in Paragraphs 1 to 10 are true and correct to the best of my knowledge and belief and no material fact has been concealed.

5 For **RELIABLE CONSTRUCTION**

*Satyabrata Sinha*

SATYABRATA SINHA <sup>Partner</sup>  
PARTNER

Verification

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

5 Verified by me at Kolkata on this 21<sup>st</sup> day of August, 2024

*Satyabrata Sinha*

*Partner*

SATYABRATA SINHA  
PARTNER

*Identified by me  
Anil Kumar Saha  
Notary*

Solemnly affirmed before me on this 21<sup>st</sup> day of August, 2024 at Kolkata.



SOLEMNLY AFFIRMED &  
DECLARED BEFORE ME  
ON... 21 AUG 2024 ...  
ANIL KUMAR SAHA  
NOTARY-R/NO-091/2024  
GOVT. OF WEST BENGAL

21 AUG 2024