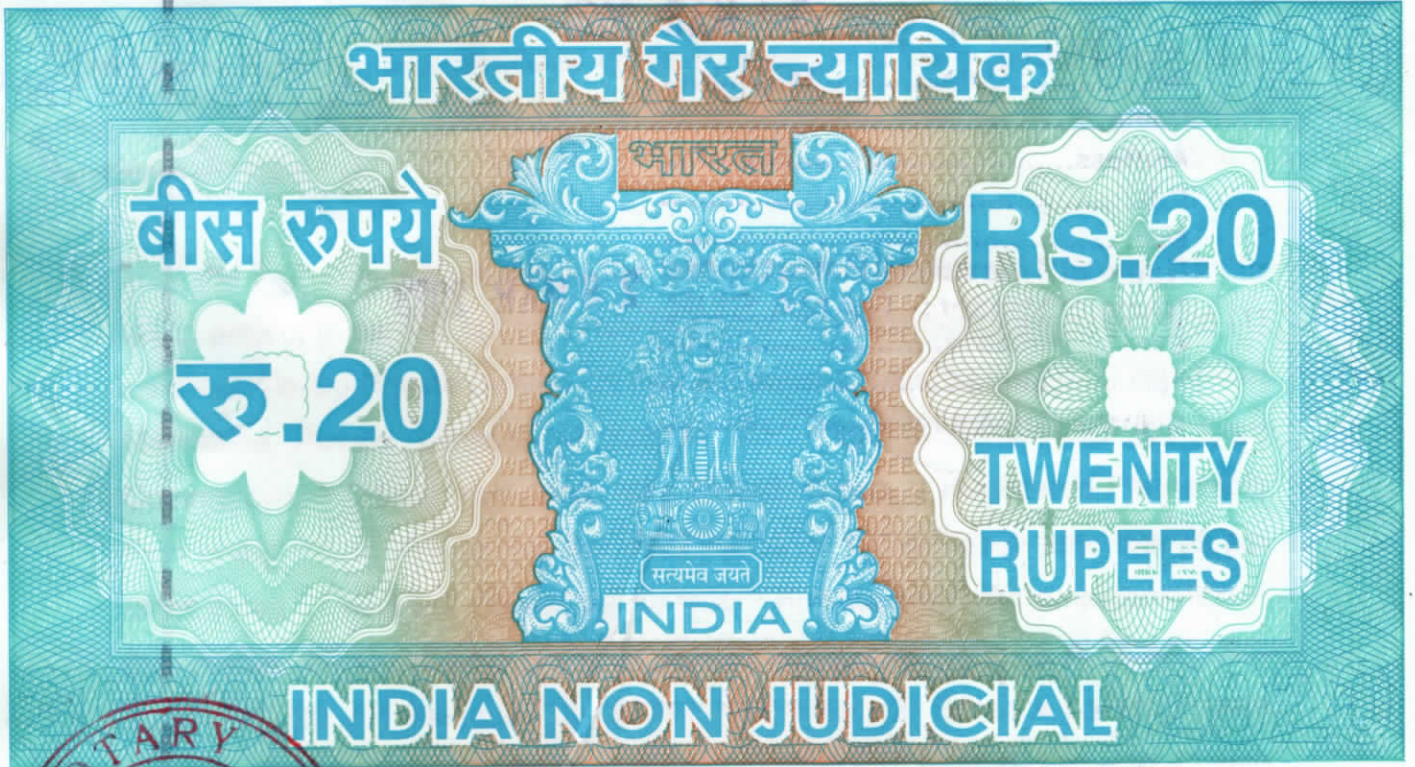


Sl. No... 73dt..... 31 MAR 2023



बंगाल WEST BENGAL

29AA 969603

BEFORE THE NOTARY AT BARRACKPORE
NORTH 24 PARGANAS

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

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Mr. Samir Das Partner of M/s. SHIBAM GROUP (herein after referred to as 'the Partnership Firm'), Promoter, of the on-going project named "PURBASHA HEIGHTS" situated at Natagarh Main Road under Ward No. 33, Mouza-Natagarh, J.L. No. 15, R.S. DagNO. -1908,1907/2079, Khatian No-551, R.S.No-101, Touzi No-155, Holding No-507, P.S-Ghola, Kolkata-700110, Dist.-North 24 Parganas, Under Panihati Minicipality, West Bengal, India duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 25/03/2023.

31 MAR 2023

SHIBAM GROUP
Samir Das
PARTNER

I, Mr. Samir Das of **M/s. SHIBAM GROUP**, 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) Bahubali Tie-Up Private Limited (2) Baron suppliers Private Limited (3) Headman Mercantile Private Limited (4) Kasturi Tie –Up Private Limited (5) Trion Commercial Private Limited, and M/s. Shibam Group, a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932). Please note that as per order dated 17.06.2022 passed by the NCLT, Kolkata bench for amalgamation in the matter of C.P(CAA) No-169/KB/2021 connected with C.A (CAA) No-1096/KB/2020, (1) Bahubali Tie-Up Private Limited (2) Baron suppliers Private Limited (3) Headman Mercantile Private Limited (4) Kasturi Tie –Up Private Limited (5) Trion Commercial Private Limited have amalgamated with RAJ CONSTRUCTION PROJECTS PVT.LTD (AABCR4125R) having office at Bikaner Building 8/1 Lal Bazar Street, 1st Floor, P.S-Hare Street, Kolkata-700001.

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 30/03/2026 which is 36 (Thirty Six) months from the date of signing the 1st. 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.

SHIBAM GROUP

31 MAR 2023


PARTNER

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.
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, Samir Das , son of Sankar Prosad Das ,by Nationality –Indian,by Occupation – Business,residing at 56/20/1/2 Basudebpur Road P.O-Shyamnagar ,P.S-Jagatdal, Pin- 743127 in the District of North 24-Parganas, 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.

For, SHIBAM GROUP
SHIBAM GROUP

Samir Das
PARTNER

SAMIR 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 27TH day of March, 2023

SHIBAM GROUP

Samir Das
PARTNER

SAMIR DAS
PARTNER

Solemnly Affirmed
&
Declared Before Me
On Identification

R. Majumder

R. MAJUMDER
NOTARY
Regn. No.-13/02

Solemnly affirmed before me on this 27TH day of March, 2023 at Kolkata.

31 MAR 2023