



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

33AA 360469

BEFORE THE NOTARY AT BARRACKPORE  
DIST. NORTH 24 PARGANAS

FORM 'B'

[See rule 3(4) of West Bengal Real Estate (Regulation & Development) Rules, 2021]

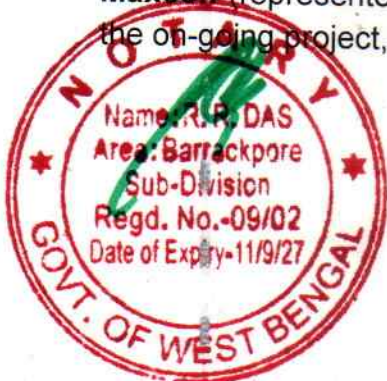
TO WHOM IT MAY CONCERN

**AFFIDAVIT CUM DECLARATION**

Affidavit cum Declaration of **M/s. Maxcon** (herein after referred to as 'the Partnership Firm') Promoter of the on-going project named "**RADHA KRISHNA DHAM**" lying & situated at Mouza – Rahara, J.L. No. 03, Touzi No. 184 - 190, Re.Su. No. – 61, comprised and contained in R.S: Khatian No. 262, R.S. Dag No. 1115, corresponding in L.R. Dag No. 3035, under corresponding L.R. Khatian No.- 77, Municipality Holding No. 167, within the local ambit of Khardah Municipality under the Ward No. 12, Nandankanan Road, Post Office – Rahara, Police Station – Rahara (formerly it was under Khardah Police Station), ADSRO – Sodepur (formerly Barrackpore), North 24 Parganas, Pin - 700118, West Bengal, INDIA.

**Maxcon** (represented by its one of the Partners, Mr. Manas Ranjan Das), Promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

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06 JUN 2024

**MAXCON**  
Manas Ranjan Das  
Partner

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Maxcon

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Rohang Anwar

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বি. জীন

জেজার সোমা জেনিক

চিহ্নিত

চালু তারিখ

23 APR 2024

কমিটি প্রত্যাশিত টাকার ট্যাল

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(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 Agreement with (1) Anima Das, MAXCON, a Partnership Firm having Permanent Certificate of Enlistment under Khardah Municipality Bearing Registration Number: **2002313347** with Certificate Number: **0917P1241222141897** dt. **26.05.2023**.

**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 31.07.2027.
4. That seventy percent of the amounts realised by the Partnership 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 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 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 Partnership Firm shall take all the pending approvals on time, from the competent authorities.



**MAXCON**

*Mamun Ranjan Das*  
Partner

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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.
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, **Manas Ranjan Das**, Son of Late Chitta Ranjan Das, by Religion – Hindu, by Occupation – Business, residing at: 9/8 Purbachal Govt. Colony, P.O. Rahara, P.S. Rahara (formerly it was under Khardah Police Station), Dist North 24 Parganas, Kolkata-700118, PAN No. ADOPD1544K, 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.

**MAXCON**

*Manas Ranjan Das*  
Partner

**MANAS RANJAN DAS**  
PARTNER

Verification

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

**MAXCON**

*Manas Ranjan Das*  
Partner

**MANAS RANJAN DAS**  
PARTNER



06 JUN 2024

Identified by me  
*Arun Kumar Saha*  
Advocate

**ARUN KUMAR SAHA**  
ADVOCATE  
BARRACKPORE COURT