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05 AUG 2024

पश्चिम बंगाल WEST BENGAL
BEFORE THE NOTARY AT BARRACKPORE
DIST. NORTH 24 PARGANAS
FORM 'B'

97AB 757421

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

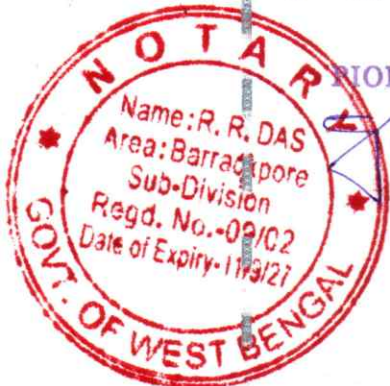
TO WHOM IT MAY CONCERN

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s. **Pioneer Associates** (herein after referred to as 'the Partnership Firm') Promoter of the on-going project named "**SHIBALIK TOWER - 1**" lying & situated at Mouza – Bandipur, J.L No. 17, R. S. No. 90, Touzi No. 172, comprised and contained in C.S. and R.S. Dag No. 1042/2148, R.S. Khatian No. 137, corresponding in L.R. Dag No. 1042/2148, under corresponding L.R. Khatian No.- 5586, Municipality Holding No. 3/10, Madaripur within the local ambit of Khardah Municipality under the Ward No. 05, Post Office – Rahara, Police Station – Rahara (formerly it was under Khardah Police Station), ADSRO – Sodepur (formerly Barrackpore), North 24 Parganas, Pin-700112, West Bengal, INDIA.

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

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PIONEER ASSOCIATES
Name: R. R. DAS
Area: Barrackpore
Sub-Division
Regd. No.-09/C2
Date of Expiry-11/9/21
Partner

05 AUG 2024

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নং মূল্য তারিখ

নামঃ Pioneen Associates

স্বাক্ষরঃ

থানাঃ Khandol
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ভেদ্যার সোয়া ভৌমিক স্থান

এ. ডি. এস. আর ব্যারাকপুর

বি. সীল

ভেদ্যার সোয়া ভৌমিক

টি ভি নং

স্ট্যাম্প ক্রয় - 12 APR 2024

যেটি এতে টাকার স্ট্যাম্প

REPT. UNIT STAMPS
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(2)

1. That the Firm has a legal title to the land on which the development of the project is carried out by virtue of a Deed of Conveyance vide deed number I – 5787/2022 with (1) Somnath Ganguly, (2) Sumita Ray and PIONEER ASSOCIATES, a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932) having the Registration No. L 79154 dated. 10.09.2014.

AND

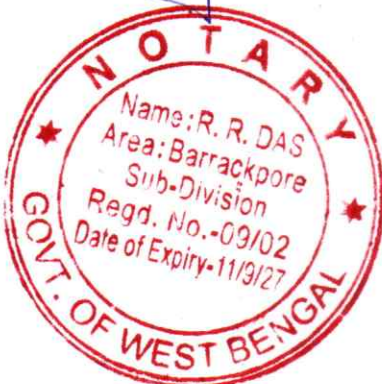
All legally valid authentications of title of such land along with an authenticated copy of the agreement between such owners and the Partnership Firm for development of the real estate project are enclosed herewith.

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 30.09.2027.
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.

PIONEER ASSOCIATES

Contd.....P/3


Partner



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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.

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, **Gopal Das**, Son of Late Narayan Chandra Das, by Religion – Hindu, by Occupation – Business, residing at: KIRANALAYA, Ground Floor, Sasadhar Tarafdard Road, P.O. Sukchar, P.S. Khardah, Dist North 24 Parganas, Kolkata-700115, PAN No. AGAPD0725H, 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.

PIONEER ASSOCIATES



Partner

GOPAL DAS
PARTNER

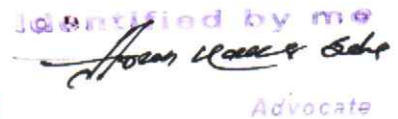
Verification

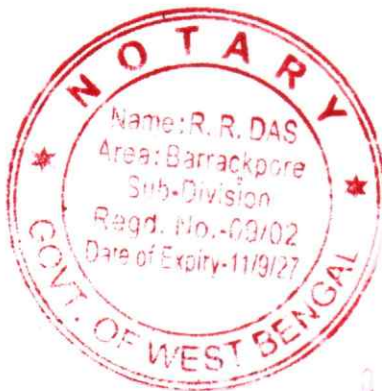
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

PIONEER ASSOCIATES


Partner

GOPAL DAS
PARTNER

Identified by me

Advocate



05 AUG 2024

ARUN KUMAR SAHU
ADVOCATE
BARRACKPORE COURT