भारतीय गैर न्यायिक

भारत

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पश्चिम बंगाल WEST BENGAL

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BEFORE THE NOTARY PUBLIC
BARASAT NORTH 24 PARGANAS

SANAT KUMAR BANDYOPADHYAY
NOTARY PUBLIC
REG. NO 31/99
Govt. of W.B
BARASAT DIST COURT

FORM 'A'

[See rule 3(2) of West Bengal Housing Industry Regulation Rules, 2018]

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s. **ARTISAN** (*herein after referred to as 'the Partnership Firm'*) Promoter of the on-going project named **"ARTISAN RESIDENCY"** lying and situated at Mouza - Udayrajpur, under J. L. No. 43, Re-su No. 06, Touzi No. 146, L.R. Khatian No. 1981, 10656, 1982, 5633, 10876, 5635 in L.R. Dag No. 955, L.R. Khatian No. 10663, 10716, 10729, 11023, in L. R. Dag No. 956, L.R. Khatian No. 4693, 10579, 10886 in L. R. Dag No. 987, L.R. Khatian No. 2000, 10593 in L.R. Dag No. In L. R. Dag No. 988, L.R. Khatian No. 10600 in L.R. Dag No. 987 & 988 amalgamated Municipal Holding No. 155 within the local ambit of Madhyamgram Municipality under the Ward No. 22, Post Office & Police Station – Madhyamgram, Kolkata 700129 in the District of North 24-Pargans, West Bengal, INDIA.

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M/s. ARTISAN a registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932) having the Registration No. L82618 (represented by its one of the Partners, Mr. Pankaj Narayan Datta), promoter of the on-going 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 Asish Mukherjee, (2) Smt. Maya Rani Mukherjee, (3) Sri Mihir Mukherjee, (4) Smt. Lekha Ghosh, (5) Sri Shib Sankar Ghosh, (6) Smt. Nilima Saha Roy, (7) Sri Sachindra Nath Sarkar, (8) Smt. Bela Samaddar, (9) Smt. Tapati Sarkar, (10) Sri Chittaranjan Sarkar, (11) Sri Prafulla Sarkar (12) Smt. Kusum Sarkar, (13) Smt. Falguni Sarkar and (14) Sri Kamal Chatterjee .

   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 31/03/2020.

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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SANAT KUMAR BANERJEE NOTARY PUBLIC REG. NO. 11/99 Govt. of W.B. BARASAT DIST COURT

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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, **Pankaj Narayan Datta**, son of Late Hem Ranjan Datta, by Nationality Indian, by Occupation Business, residing at P-59, L.I.C. Township, Madhyamgram, P.O. & P. S. Madhyamgram, Kolkata 700129 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, **RELIABLE CONSTRUCTION**

Pankaj Narayan Datta.

PANKAJ NARAYAN DATTA
PARTNER

SANAT KUMAR BANDYOPADHYAY NOTARY PUBLIC REG. NO. 31/99 Govt. of W.B. BARASAT DISTRICT COURT

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 2nd day of May, 2019

Pankaj Narayan Datta.

PANKAJ NARAYAN DATTA
PARTNER

Solemnly affirmed before me on this 2nd day of May, 2019 at Kolkata.

Identified by Me

2/5/19.

Advocate
Barasat Judge's Court

Solemnly affirm and declare before me ...02...day of ...May 19... duly identified by ...Advocate

S. K. Bandyopadhyay
NORTH PUBLIC
GOVT. OF W.B.
Reg. No.-31/99
Barasat North 24 Parganas

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সাকিন -
ষ্ট্যাম্প মূল্য -
ভেন্ডার শ্রী -
বারাসাত কোর্ট
উত্তর ২৪ পরগণা
টি. ডি. নং -
ষ্ট্যাম্প ক্রয়ের তারিখ - 02 APR 2019
মোট ষ্ট্যাম্পের মূল্য - 500000
ট্রেজারী অফিস - বারাসাত
ভেন্ডার শ্রী তাপস কুমার সাহা