



मुब्ला पश्चिम बंगाल WEST BENGAL

29AB 244722



BEFORE THE MOTARY AT BARRACKPORE BIST, HORTH 24 PARGANAS

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. 988 and L. R. Khatian No. 10600 in L.R. Dag No. 987 & 988 amalgamated Municipal Holding No. 155, within the local limit of the Madhyamgram Municipality, under the Ward No. 22, P.O. Udayrajpur, P.S. Madhymgram, Kolkata 700129, in the District of North 24 parganas, West Bengal, INDIA,

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Tamber Navayan Data
2019 Partner

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ISAN, a Registered Partnership Firm under Indian Partnership Act,1932(Act 32) 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:

2. 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) Sri Kamal Chatterjee, (3) Smt Lekha Ghosh, (4) Sri Shib Sankar Ghosh, (5) Smt Nilima Sah Roy, (6) Sri Sachindra Nath Sarkar, (7) Smt Bela Samaddar, (8) Smt Tapati Sarkar, (9) Sri Chittaranjan Sarkar, (10) Sri Prafulla Sarkar, (11) Smt Kusum Sarkar, (12) Smt Falguni Sarkar, (13) Sri Mihir Mukherjee & (14) Smt Maya Rani Mukherjee;

AND

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

- 3. That the said land is free from all encumbrances.
- 4. That the time period within which the project shall be completed by the Partnership Firm within the date of 6<sup>th</sup>. March,2020 which is 30 (thirty) months from the date of signing the 1<sup>st</sup>. Sale Agreement.
- 5. 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.
- 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.
- 7. 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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PART 24 PARGANAS

Partner Date



It the Partnership Firm shall take all the pending approvals on time, from the impetent authorities.

That the Partnership Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

That the Partnership Firm shall not discriminate against any allottee or allottees at the me of allotment of any apartment, plot or building, as the case may be, on any grounds.

ankaj 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 ARPISATEGAR Pankay Narayan Data.

PANKAJ NARAYAN DATTA

ARTNER



## Verification

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

rified by me at Kolkata on this

day of April, 2019

For Artisan tankor Harayan Data.

PANKAJ NARAYAN DATTA PARTNER

Solemnly affirmed before me on this \_\_\_\_\_ Day of April, 2019 at Kolkata.

Identified by me

Advocate.

RADHA RAMAN

(NOTARY)