

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

36AB 215811

BEFORE NOTARY PUBLIC

Affidavit cum declaration

Affidavit cum Declaration of M/s. P.B.Construction (Herein-  
after the partnershi firm) a Partnership firm, Promoter of the  
on going project named Basudha Enclave Phase - II, lying and  
situated at Mouza Belghoria, J.L.03, R.s. No.17, Touji No.172  
R.s. Dag No.798 and 799 Kh 461, within the legal ambit of  
Kamarhati Municipality, Ward 17, Holding1613, Premises No. 28,  
Feeder Road, PO & Ps. Belghoria, Kol . 56, in the Dist. 24 Pgs  
(N), INDIA.



*Bina Chandra*

31 DEC 2019

31 DEC 2019



**M/S. P. B. Consturction** (represented by one of its Partner, Biswarup Chakraborty), promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

2. That the Partnership 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 the owners of the Land (1) Sri Soumitra Dhar, son of Late Chandi Charan Dhur, (2) Smt. Arati Dhar, wife of Late Chandi Charan Dhur, (3) Smt. Sushmita Dutta, wife of SriChanchal Dutta, (4) Sri Partha Pratim Dhar, son of Late Nityagopal Dhur, (5) Smt. Dipanjali Dhar, wife of Gour Chand Dhur, (6) Smt. Kakoli Patra( Dhar), wife of Sri Swarup KumarPatra, (7) Smt. Munmun Banerjee (Dhar), wife of Sri Subhasish Banerjee, and (8) Sri Arindam Dhar, son of Late Nitya Gopal Dhur;

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.

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 30<sup>th</sup>. December,2021.
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.
6. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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.
8. 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.
9. That the Partnership Firm shall take all the pending approvals on time, from the competent authorities.
10. That the Partnership Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
11. 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.

P. B. CONSTRUCTION  
Partner



31 DEC 2019



**M/S. P. B. Consturction** (represented by one of its Partner, Biswarup Chakraborty), promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

2. That the Partnership 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 the owners of the Land (1) Sri Soumitra Dhar, son of Late Chandi Charan Dhur, (2) Smt. Arati Dhar, wife of Late Chandi Charan Dhur, (3) Smt. Sushmita Dutta, wife of SriChanchal Dutta, (4) Sri Partha Pratim Dhar, son of Late Nityagopal Dhur, (5) Smt. Dipanjali Dhar, wife of Gour Chand Dhur, (6) Smt. Kakoli Patra( Dhar), wife of Sri Swarup KumarPatra, (7) Smt. Munmun Banerjee (Dhar), wife of Sri Subhasish Banerjee, and (8) Sri Arindam Dhar, son of Late Nitya Gopal Dhur;

AND

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9. That the Partnership Firm shall take all the pending approvals on time, from the competent authorities.
10. That the Partnership Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
11. 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.

P. B. CONSTRUCTION

Partner



31 DEC 2019

I, **Biswarup Chakraborty**, son of Late Sunil Kumar Chakraborty, by Nationality Indian, by Occupation Business, residing at 22/1, Mahadeb Ghosal Road, Ariadaha, P. S. Belgharia, Kolkata 700057 in the District of North 24-Parganas, solemnly affirm that the facts stated in Paragraphs 1 to 11 are true and correct to the best of my knowledge and belief and no material fact has been concealed.

For, **P. B. CONSTRUCTION**  
**P. B. CONSTRUCTION**

*Biswarup Chakraborty*

Partner

**BISWARUP CHAKRABORTY**  
**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, **Biswarup Chakraborty**, son of Late Sunil Kumar Chakraborty, by Nationality Indian, by Occupation Business, residing at 22/1, Mahadeb Ghosal Road, Ariadaha, P. S. Belgharia, Kolkata 700057 in the District of North 24-Parganas, 31<sup>st</sup> day of December, 2019

**P. B. CONSTRUCTION**

*Biswarup Chakraborty*

Partner

**BISWARUP CHAKRABORTY**  
**PARTNER**

Solemnly affirmed before me on this 31<sup>st</sup> Day of December, 2019 at Kolkata.



Solemnly Affirmed  
before me

*S. K. Nandy*  
Sunil K. Nandy  
Notary  
Regd. No 10/2002

(NOTARY)

31 DEC 2019