

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

35AB 594312



Affidavit-Cum-Declaration

Affidavit cum declaration of (1) **SRI NISITH KUMAR SAHA**, son of Late Anil Kumar Saha, residing at 56/B, Nabapally, near Natun Bazar, South Roy Nagar, P.S. & P.O. Bansdronei, Kolkata-700070, (2) **SRI BIPLAB PODDER**, son of Late Broja Podder, residing at D/79, Rabindra Palli, P.S. Patuli, P.O. Baghajatin, Kolkata -700 086, (3) **SRI SRIDHAM PAUL**, son of Late Mon Mohan Paul, residing at 6/34A, Sahid Nagar, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (4) **SMT. RUMA SAHA**, wife of Late Biswanath Saha, residing at 639/A, Rajapur (West), Swami Vivekananda Road Ext. P.O. & P.S. Jadavpur, Kolkata-700032, being the partners of **M/s. Loknath Construction**, having its office at 56/B, Nabapally, near Natun Bazar, South Roy Nagar, P.S. & P.O. Bansdronei, Kolkata -700070, (hereafter referred to as the Partnership firm Promoter of the ongoing and situated at Mouza-Basudevpur, Pargana-Balia, Touzi No.351, being Holding No.214/37, Parui Pucca Road, comprised in Dag No.245, appertaining to C.S. Khatian No.65, corresponding to R.S. Khatian No.253, now within the limits of the Kolkata Municipal Corporation, Ward No.128, being Municipal Premises No.214, Parui Pucca Road, having its postal

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address 2/1, Parui Pucca Road, Kolkata - 700 061, under P.S. Behala, Sub-Registry/A.D.S.R. office at Behala, in the District of 24-Parganas, since South 24-Parganas, West Bengal India.

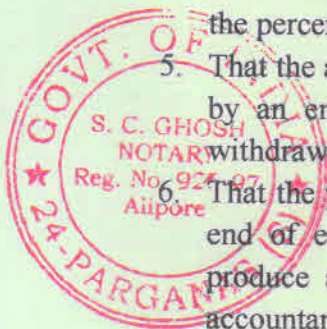
M/S Loknath Construction (represented by its Partners Sri Nisith Kumar Saha, Sri Biplab Podder, Sri Sridham Paul, Smt. Ruma Saha, promoter of the on-going project, do hereby solemnly declare, undertake and state as under :

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 Joint Development Agreement with (1) SK. AKBAR ALI, (PAN-ACFPA1078H) (2) SK. GOLAM ALI, (PAN-BDGPA7139E) & (3) SK. AYUB ALI, (PAN-AROPA1952G) all sons of Sk. Golam Kuddus, by faith Islam, by occupation-Busines, residing at 2/1, Parui Pucca Road, P.O. Thakurpukur, P.S. Behala, Kolkata-700061 And M/s Loknath Construction, a Registered Partnership Firm

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.

1. That the said land is free from all encumbrances.
2. That the time period within which the project shall be completed by the Proprietorship within the date of which is 30 (thirty) months from the date of signing the 1st. Sale Agreement. i.e. 29-12-2022 *Nisith*
3. That seventy per cent of the amounts realized by the proprietorship 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.
4. That the amounts from the separate account shall be withdrawn in proportion to the percentage of completion of the purpose.
5. 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.
6. That the proprietorship Firm shall get the accounts audited within six months 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
7. That the proprietorship Firm shall take all the pending approvals on time, from the competent authorities.
8. That the proprietorship Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.



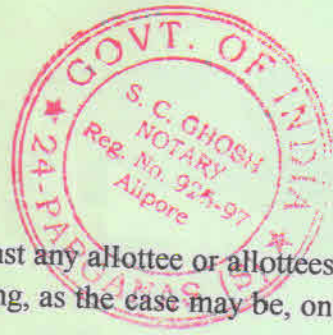
LOKNATH CONSTRUCTION

PARTNER

PARTNER

Nisith Kumar Saha

24 SEP 2019



9. That the proprietorship 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.

We, (1) SRI NISITH KUMAR SAHA, son of Late Anil Kumar Saha, residing at 56/B, Nabapally, near Natun Bazar, South Roy Nagar, P.S. & P.O. Bansdrani, Kolkata-700070, (2) SRI BIPLAB PODDER, son of Late Broja Podder, residing at D/79, Rabindra Palli, P.S. Patuli, P.O. Baghajatin, Kolkata -700 086, (3) SRI SRIDHAM PAUL, son of Late Mon Mohan Paul, residing at 6/34A, Sahid Nagar, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (4) SMT. RUMA SAHA, wife of Late Biswanath Saha, residing at 639/A, Rajapur (West), Swami Vivekananda Road Ext. P.O. & P.S. Jadavpur, Kolkata-700032, being the partners of **M/s. Loknath Construction**, having its office at 56/B, Nabapally, near Natun Bazar, South Roy Nagar, P.S. & P.O. Bansdrani, Kolkata -700070, represented by its proprietor 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,

LOKNATH CONSTRUCTION

PARTNER

Nisith Kumar Saha
PARTNER

Partners

Verification

The contents of our above Affidavit cum Declaration are true and correct and nothing materials has been concealed by us therefrom.

Verified by me at Kolkata on this 24th day of September, 2019



LOKNATH CONSTRUCTION

PARTNER

Nisith Kumar Saha
PARTNER

Partners

Solemnly affirm before me on this 24.09.19

**Solemnly Affirmed & Declared
Before me on Identification**

Identified by me

P. Chatterjee
Advocate

S. C. GHOSH
S. C. GHOSH, Notary
Alipore Police Court, Kol-27
Reg. No. 925/97, Govt. of India

24 SEP 2019