

पश्चिम बंगाल WEST BENGAL 36AB 340904
BEFORE THE NOTARY PUBLIC
24 PARGANAS (NORTH)
FORM - A

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

Before the Ld. Notary Public, AT KOLKATA

AFFIDAVIT CUM DECLARATION

1. Affidavit cum declaration of M/S "ADITYA ESTATE" (hereinafter referred to as "The Partnership firm" having its office address at 148, Jessore Road, Aditya Bhawan, Block - B, 1st Floor, Kolkata - 700074, District - North 24 Parganas, West Bengal of the ongoing project named "SKYPARK" situated at Mouza - Dum Dum Cantonment, J.L No. 13, R.S. No. - 177, comprised in R.S. Khatian No. 11, L.R. Dag No. Part 283-2287, Touzi No. 3194, Holding No. 33/1, Dum Dum Municipality in ward No. 22, lying and situated at 33/1, Khudiram Bose Road, P.O. + P.S. - Dum Dum, Kolkata - 700080, North 24 Parganas, West Bengal, India, within local ambit of Dum Dum Municipality represented by its partners 1) Manob Aditya s/o. Late Biman Kr. Aditya, aged about 56 years ; 2) Jayati Aditya w/o Manob Aditya aged about 54 years ; 3) Rishita Aditya D/o. Manob Aditya aged about 21 years, all are residing at 182, Jessore Road, Kolkata - 700074, of the ongoing project do hereby solemnly declare undertake and state as under.

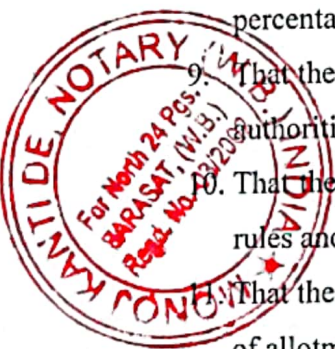
Manob Aditya

Jayati Aditya

Rishita Aditya
Contd.....2

2. That the firm has a legal title on the land on which the declaration of the ongoing project is carried out by virtue of a Development agreement dated 15th July, 2020. All legally valid authentication 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 form within the date of December, 2023.
5. That seventy percent of the amounts realized by the partnership firm for the real estate project from the allocates (per proforma agreement for sale) from separate account to be maintained in a schedule Bank to cover the cost of construction and the land cost and same 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 That the amounts from the separate account to cover the cost of the project shall be withdrawn in proportion of the percentage of completion of the project.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 accounts audited within six months after the end of every financial year by chartered accountant in practice and shall produce 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 withdrawn 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 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 allotted or allottees at the time of allotment of any apartment plot or building as the case may be on any grounds.

23 SEP 2023



23 JLP 2023

- 1) ✓ Manab Aditya
- 2) ✓ Jayati Aditya
- 3) ✓ Rishita Aditya

DEPONENTS