

पश्चिम बंगाल WEST BENG

ZAB 618808

Affidavit cum Declaration

Affidavit cum Declaration of MESSRS EDEN INFRABUILD PRIVATE LIMITED (P.A.N. No. AABCE7371C), (C.I.N. No. U45200WB2007PTC114344), a Company incorporated under the Companies Act, 1956, having its registered office at Metropolitan Building, 7, Jawahar Lal Nehru Road, Kolkata – 700 013, represented by its Director Sri Kumar Satyaki (P.A.N. No. DKUPK8085A) son of Sri Sachchidanand Rai, residing at Flat No. 7, 3<sup>rd</sup> Floor, 13, Loudon Street, National Court Circus Avenue, Kolkata - 700018, Promoter/Developer of the proposed project, duly authorised by the Owner/Promoter of the proposed project vide authorization in the form of Development Agreement dated 15th March 2018, do hereby solemnly declare, undertake and state as under: 5.5 MON 5019

NAMAL KUMAR P NOTARY GOVT. OF INDIA

Regd. No.2700/04

C.M.M's, Court 3 Bankshall StreEDEN INFRABUILD PVT. LTD.

Kolkata-700-001

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Director

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That M/s Pyramid Enclave Private Limited, have a legal title to the land at Premises No. 30, Kanailal Goswami Sarani under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District - Hooghly, West Bengal on which the development of the project namely SOLARIS MALL is proposed to be carried out.

AND

A legally valid authentication of title of such land along with an authenticated copy of the Agreement between such Owner and Developer for development of the Real Estate Project namely SOLARIS MALL is enclosed herewith.

- That the said land is free from all encumbrances.
- That the time period within which the project shall be completed by M/s Eden Infrabuild Private Limited is 16/11/2022.
- 4. That seventy per cent of the amounts realized by M/s Eden Infrabuild Private Limited for the real estate project from the allottees, 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- That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in promotion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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.
- That M/s Eden Infrabuild Private Limited 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

KAMAL KUMAR PAUL NOTAK GOVER OF INDIA

Regd. No.2700/04 C.M.M's, Court 2 & 3 Bankshall Street

Kolkata-700 001

EDEN INFRABUILD PVT. LTD.

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- 8. That **M/s Eden Infrabuild Private Limited** shall take all the pending approvals on time, from the competent authorities.
- 9. That M/s Eden Infrabuild Private Limited have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
- 10. That **M/s Eden Infrabuild Private Limited** shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

EDEN INFRABUILD PVT. LTD.

Director

Deponent

## 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 22<sup>nd</sup> day of November, 2018

EDEN INFRABUILD PVT. LTD.

Director

Solemniy Affirmed & Declared Beton Deponent me on identification of Ld Advocate

KAMAL KUMAR PAUL, NOTARY Toxt of India, Regn. No. 2700/06

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KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Regd. No.2700/04 C.M.M's, Court 2 & 3 Bankshall Street Kolkata-700 001