

भारतीय गैर न्यायिक

दस  
रुपये

रु.10



TEN  
RUPEES

Rs.10

INDIA NON JUDICIAL

55  
16 MAY 2019

पश्चिम बंगाल WEST BENGAL

THE NOTARY  
GOVERNMENT OF INDIA  
Seranipore Court

FORM - 'A'

26AB 647846

AFFIDAVIT CUM DECLARATION

1. Affidavit cum Declaration of M/s. Reliable Construction (hereinafter referred to as 'The Partnership firm) a Registered Partnership Firm under Indian Partnership Act, 1932(Act IX of 1932) having the Registration No.L79152/2014 .Promoter of the On-going project named 'PHALGUNI' lying and situated at Mouza - Panihati, J.L. 10, R.S. No.32,Toujit No.155, Dag No.R.s.83, R.s. Khatian No.247, Municipal Holding No.79,within the local ambit of Panihati Municipality, under Ward No.3, PO. Panihati, P.s. Khardah, Pathagar Road, Kol - 114, in the Dist. North 24-Pgs. West Bengal India.

Religble construction(represented by its one of the Partners Mr. Satyabrata Sinha), promoter of the on-going project to hereby solemnly declare undertake,and state as under. -....

M/s. RELIABLE CONSTRUCTION

Satyabrata Sinha

Partner

16 MAY 2019



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 Pradip Kumar Ghosh, son of Lt. Amalya Kr. Ghosh, (2) Sri Mrityunjoy Dey, son of Lt. Sushil Chandra Dey (3) Sri Sumit Dam, son of Lt. Sudhir Kumar Dam (4) Sri Dilip Das son of Lt Netai Chandra Das,

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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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

I, **Satyabrata Sinha**, son of Late Shyam Mohan Sinha, by Nationality Indian, by Occupation Business, residing at "DINANTA", 7, B. T. Road, Swadeshi More, P.O. Panihati, P. S. Khardah, Kolkata 700114 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.

M/s. RELIABLE CONSTRUCTION

*Satyabrata Sinha*

Partner

13 6 MAY 2019

For, **RELIABLE CONSTRUCTION**

M/s. **RELIABLE CONSTRUCTION**

SATYABRATA SINHA  
PARTNER

*Satya brata Sinha*

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 at Kolkata on this \_\_\_\_\_ day of May, 2019

M/s. **RELIABLE CONSTRUCTION**

SATYABRATA SINHA  
PARTNER

*Satya brata Sinha*

Partner



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

(NOTARY)

Identified by me

*Asst. K. K. Saha*

Advocate.

Solemnly affirm and declare  
before me

*R. K. Saha*

A. KR. SAHA NOTARY  
Govt. of India Serampore  
Reg.-582/96

16 MAY 2019