भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL 35AB 474859

SAMIR BHATTACHARYA NOTARY, CALCUTTA

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Affidavit-Cum-Declaration

1. Affidavit cum Declaration of M/s. Lokenath Developer (hereinafter referred to as Proprietorship firm) a Proprietorship firm Promoter of the ongoing project name **"KUNDU CHOWDHURY APARTMENT"** lying and situated at **Mouza – Raghunathpur,** J . L. No.8, R.S. No. 134, Touzi No. 3027, comprised in C.S. Dag No. 505 corresponding to R.S. and **L.R. Dag No. 535**, appertaining to C.S. Khatian No. 41 corresponding to R.S. Kahtian No. 580 corresponding to **L.R. Khatian No. 3262 and 3247**, within the local limits of Ward No.23 of the Rajarhat Gopalpur Municipality now under Ward No. 9 of the Bidhannagar Municipal Corporation having Municipal Holding Nos. RGM/23/5/13/1 AND RGM/23/17, building known as having Premises Nos. BG-13/1 Deshbandhu Nagar Sahapara and BF-37/7/1 **Deshbandhu Nagar Sahapara,** under police Station – Rajarhat [old] Baguiati [new] District North 24-Parganas, PIN- 700059.

LOKENATH DEVELOPER

Proprietor

18 DEC 2019

13 SEP 2019

7342 Date

Paid to

Rupees Pay

SAMBHU MONDAL
ADVOCATE
HIGH COURT, CALCUTTA

Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27

M/s. Lokenath Developer (represented by its Proprietor, **SRI SUKHENDU KUNDU CHOWDHURY**), promoter of the on-going project, do hereby solemnly declare, undertake and state as under.

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) Srimati Bula Kundu Choudhury @ Srimati Sima Kundu Choudhury wife of Sri Sukhendu Kundu Chowdhury and (2) Sri Ashim Baran Kundu@ Sri Ashim Kundu son of Late Ramendra Nath Kundu.

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 proprietorship Firm within the date of 20th December of 2020.
5. That seventy per cent of the amounts realised 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.
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 Proprietorship 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 Proprietorship Firm shall take all the pending approvals on time, from the competent authorities.
10. That the Proprietorship Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

LOKENATH DEVELOPER

Sukhendu Kundu Chowdhury

Proprietor

11. 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.

I, SRI SUKHENDU KUNDU CHOWDHURY [PAN-**AGXPK6065E**], son of Jogendra Nath Kundu Chowdhury both by faith – Hindu, by occupation – Business, by nationality – Indian, residing at BG-13/1 Saha Para, Post Office – Deshbandhu Nagar, under Police Station – Rajarhat [old] Baguiati [new], District North 24-Parganas , PIN – 700059, West Bengal, 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.

SAMIR BHATTACHARYA NOTARY, CALCUTTA

For,

LOKENATH DEVELOPER

Proprietor

Sri Sukhendu Kundu Chowdhury
Proprietor

Verification

The contents of above Affirdavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at kolkata on this 18th day of December, 2019

LOKENATH DEVELOPER

Proprietor

Sri Sukhendu Kundu Chowdhury
Proprietor

Solemnly affirmed before me on this 18 th day of December 2019 at kolkata

(NOTARY)
Identified by me
S Mandal
(Adv)

18 DEC 2019

Solemnly Affirmed and Declared before me U/S 15 CPC / U / S297 (C) CRPC
18.12 Notary

Samir Bhattacharya
Notary Govt. of India