

भारतीय गैर न्यायिक

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भारत



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RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/S "S.S.M.S CONSTRUCTION"

(hereinafter referred to as Partnership firm), a Partnership firm,

Promoter of the ongoing Project namely "AVIGYAN APARTMENT"

lying and situated at Mouza- BEHALA, J.L. No.-02, R.S.DAG No.-

9492, KHATIAN NO- 7050, TOUZI NO-346, within the local ambit of

Kolkata Municipal Corporation, under Ward No-128, Borough-XIV, Post

Office – BEHALA, Police Station – Parnashree, Pin Code – 700 034 in

the District of Kolkata, West Bengal, INDIA.



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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd No.2700/04
C.M.'s. Court
* & 3 Bankshall Street
Kolkata-700 034

S. S. M. S. CONSTRUCTION

Samir Kumar Baral,
Partners

16 DEC 2020

01099105

28 FEB 2020

.....Rs.....Date.....

Name:- ARJUN GOPE, Advocate

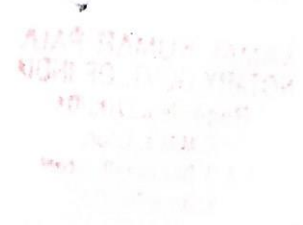
Address:-Alipur Police Court, Kol-27

Vendor:.....

I. CHAKRABORTY

68, Dr. Rajendra Prasad Sarani

Kolkata-700 001



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M/S S.S.M.S CONSTRUCTION [represented by its Partners Sri Rupak ganguly, Sri Mithai Lal Chowdhury, Sri Samir Kumar Baral, Sri Subhas Debnath, Sri Sanjoy Roy], 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 the virtue of a Joint Development Agreement with Smt. Maitreyee Mukherjee D/O Late Salil Kumar Mukherjee..

AND

All legally valid authentications of title of such land along with an authenticated copy of the Agreement between such owner and the Developer for development of the real estate project are enclosed herewith.

2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed by the Developer within the date of 31th MARCH of 2022
4. That seventy per cent of the amounts realized by the Developer 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.
5. 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.
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.
7. That the Developer 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 the completion of the project.
8. That the Developer shall take all the pending approvals on time, from the competent authorities.
9. That the Developer has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the Developer 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.



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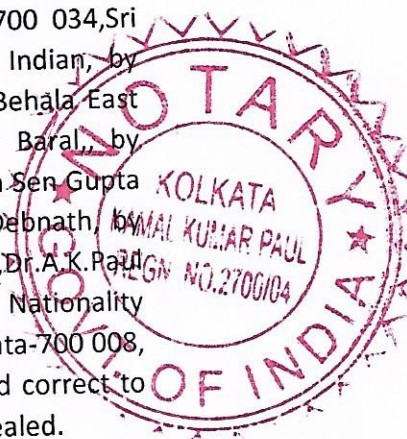
S. S. M. S. CONSTRUCTION

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd No. 2700/04
C.M.'s. Court
& 3 Bankshall Street
Kolkata-700 004

Samir Kumar Baral
Partners

16 DEC 2020

We, Sri Rupak Ganguly s/o Sri Late Dinesh Chandra Ganguly, by Nationality Indian, by Occupation Business, residing at 15/52, Banamali Ghosal Lane, Kolkata-700 034, Sri Mithai Lal Chowdhury, s/o Late Pyarelal Chowdhury, by Nationality Indian, by Occupation Business, residing at 339/16/6, Kali Pada Mukherjee Road, Behala East Park, Kolkata-700 008, Sri Samir Kumar Baral s/o Late Sudhir Ranjan Baral, by Nationality Indian, by Occupation Business, residing at 28B, Bidhu Bhushan Sen Gupta Road, Kolkata-700 034, Sri Subhas Debnath s/o Late Jogesh Chandra Debnath, by Nationality Indian, by Occupation Business, residing at 586/N, Dr. A.K. Pathy Road, Kolkata-700 034, Sri Sanjoy Roy s/o Late Gopal Chandra Roy, by Nationality Indian, by Occupation Business, residing at 12/2A, Thakurtala Road, Kolkata-700 008, solemnly affirm that the facts stated in paragraphs 1 to 10 are true and correct to the best of our knowledge and belief and no material fact has been concealed.



For M/S S.S.M.S CONSTRUCTION

S.S.M.S. CONSTRUCTION
Samir Kumar Baral
Partner Partners

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 _____ 2020

Partner

Solemnly affirmed before me on this 16th day of December 2020 at Kolkata.

(NOTARY)

Solemnly Affirmed & Declared Before me on identification of Id. Advocate

K.K. Paul

KAMAL KUMAR PAUL, NOTARY
Govt. of India, Regn. No. 2700/04

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.'s. Court
& 3 Bankshall Street
Kolkata-700 004

6 DEC 2020

Identified by me
[Signature]
Advocate