

পশ্চিমবুজ पश्चिम बंगाल WEST BENG

29AB 148430

AFFIDAVIT CUM DECLARATION

Affidavit Cum Declaration of M/s. Park Properties (hereinafter referred to as the Proprietorship Firm) Promoter of the ongoing Project namely "ASHIRBAD" lying and situated at Mouza- Shyamnagar, J.L. No. 32/20(new),17(old), Dag No. 2373, Plot No. 47, Municipal Holding No. 82, Dum Dum Park, Ward No. 28, within the limit of South Dum Dum Municipality, P.S. Lake Town, Kolkata – 700055, District North 24 Parganas, W.B.

Park Properties (represented by its Proprietor Sri Utpal Maity) Promoter of the ongoing Project, do hereby solemnly declare, undertake and state as under:-

PADMA DAS NOTARY Regii. No 1371/18 C.M.M's Com Kolkata-700 001

PARK PROPERTIES
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Proprietor

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Afficient and the factor of the Proposition of Miles Proposition (increased of the ongoing Project rangely "ASHIRBAD" and specified of the Mouse Singulary, J.L. No. 22, 20 (new) 17 (old), Dag No. 2373, 2.3 No. 47, Municipal Holding No. 22, 1 una Dum Park, Wood No. 28, within the bank of South Dum Dum Municipality, P.S. Lake Town, Kolkara - 700083, Digital North 24 Pasgaras, W.B.

Fark Properties (represented by its Proprietor Bri Utput Maity) Provider of the opports Project, do hereby solemnia dectars, undertake and end as underta-

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That the firm has a legal title of the land on which the development of the land on which the development of the longoing is carried out by virtue of a joint Registered Development of Agreement with Mr. Dibyendu Bhattacharjee and Mr. Sarbendu Bhattacharjee both are son of Late Rabindranath Bhattacharjee and Park Properties, a Proprietorship Firm.

AND

- All legally valid authentications of title of such land alongwith an authenticated copy of the Agreement between such owners and the Proprietor for Development of the Real Estate Project are enclosed herewith.
- 2. The said land is free from all encumbrances.
- 3. That the time period within which the project shall be completed by the Proprietor within the date of 10.05.2021, which is 36(Thirty Six) months from the date of signing the 1st Sale Agreement.
- 4. That 70%(Seventy Percent) of the amount realised by the Proprietorship Firm for the Real Estate Project from the allottees (per Proforma for Agreement for Sale) from time to time, shall be deposited in a separate account to be maintained in a Schedule 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 the separate account shall be withdrawn after it is certified by an Engineer, an Architect and a Chartered Accountant in practice that the withdrawn is in proportion to the percentage of completion of the Project DNA DAS

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Regu. No. 13771/18 C.M.M's Court Kolkata-700 001

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7. That the Proprietorship Firm shall get the accounts audited within 6(Six) Months after the end of every financial year by a Chartered Accountant in practice and shall produce a statement accountants duly certified and signed by such Chartered Accountants and it shall be verified during the audit that the amount 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 Proprietorship Firm shall take all the pending approvals on time, from the competent authorities.
- 9. That the Proprietorship Firm has furnished such other documents as have been prescribed by the rules and registration made under the Act.
- 10. That the Proprietorship Firm shall not discriminate against any allottee or allottees at the time of allotment of any agreement, Plot or building as the case may be on any grounds.

I Sri Utpal Maity, S/o, Late Gostha Behari Maity by Nationality-Indian, by occupation-Business, residing at 40/1, Dum Dum Park, P.O. Bangur Avenue, P.S.-Lake Town, Kolkata – 700055, in the District of North 24 Parganas, solemnly affirm that the facts stated in Paragraph 1 to 10 are true and correct to the best of my knowledge and belief and no material fact has been concealed.

Proprietors
PADMA LAS
NOTARY
Regu. No. 12/71/18
C.M.M's Court
Kolkata-700 001

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 6 Day of September 2019.

PARK PROPERTIES

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Proprietor

Solemnly affirmed before me on this <u>ob</u> Day of September 2019 at Kolkata.

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Advocate

Sampa Paul

CMM Court, Holkata

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PARK PROPERTIES

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Proprietor

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PADMA DAS NOTARY Regu. No. 18771/18 C.M.M. Court Kolkata-700 001