



[See rule 3(2) of West Bengal Housing Industry Regulation Rules, 2018]

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s. Reliable Construction (herein after referred to as 'the Partnership Firm') Promoter of the on-going project named "DESHBANDHU APARTMENT" lying and situated at Mouza-Sodepur, C.S. & R.S. Dag No. 290, Municipal Holding No. 108 within the local ambit of Panihati Municipality under the Ward No. 13, Post Office – Panihati, Police Station – Khardah, Kolkata 700114 in the District of North 24-Pargans, West Bengal, INDIA.

Reliable Construction (represented by its one of the Partners, Mr. Satyabrata Sinha), promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

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) Smt. Sarbani Deb Roy, (2) Sri Shyama Prasad Deb Roy, (3) Sri Triguna Prasad Deb Roy, (4) Smt. Ratna Ghosh, (5) Smt Krishna [Maitra] Deb Roy, (6) Sri Shankar Deb Roy, (7) Sri Subhas Das, (8) Sri Shankar Das, (9) Miss Suparna Das (10) Smt Sikha Das and (11) M/s. Reliable Construction, a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932) having the Registration No. L79152/2014.

RADHA RAMAN DAS 'OTARY (GOVT OF W.B) BARRACKP DRE NORTH 24 PARGANAS REGD NO -09/02 M/s. RELIABLE CONSTRUCTION
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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.

- 2. That the said land is free from all encumbrances.
- That the time period within which the project shall be completed by the Partnership Firm within the date of 15/11/2020 which is 30 (thirty) months from the date of signing the 1<sup>st</sup>. Sale Agreement.
- 4. 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.
- 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
- 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.
- That the Partnership Firm shall take all the pending approvals on time, from the competent authorities.
- 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.

RADHA RAMAN DAS 2TARY (GOVT OF W.B) BARRACKPORE NORTH 24 RANGANAS REGD NO -09/02 2 4 JAN 2019 M/s. RELIABLE CONSTRUCTION

Satya back Sml

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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.

For, RELIABLE CONSTRUCTION

M/s. RELIABLE CONSTRUCTION Satya buch Sunt

SATYABRATA SINHA

## 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 24th day of January, 2019

M/s. RELIABLE CONSTRUCTION

Satya bout Sml

SATYABRATA SINHArtner

PARTNER

Solemnly affirmed before me on this 24th Day of January, 2019 at Kolkata.

Identified by me

Advocate.

A RAMAN DAS ARY (GOVT OF W.B) BARRACKPORE NORTH 24 PARGANAS REGD. NO -09/02

JAN 2019

2 4 JAN 2019

In the Matter of Instrument 'A' and



2 4 JAN 2019

## **RADHA RAMAN DAS**

in the Matter of:

**ADVOCATE** 

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**NOTARY PUBLIC** 

Govt. of West Bengal (INDIA)
OF BARRACKPORE COURT
Dist.: North 24 Parganas
West Bengal

## PROFESSIONAL ADDRESS:

Kalyangram, P.O. Bengal Enamel (Palta) P.S. Titagarh, Dist. North 24 Parganas