

Sl. No. 81 Date 18/3/2020.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

45AB 768690

BEFORE THE NOTARY  
KOLKATA - PIN 027



FORM 'A'

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

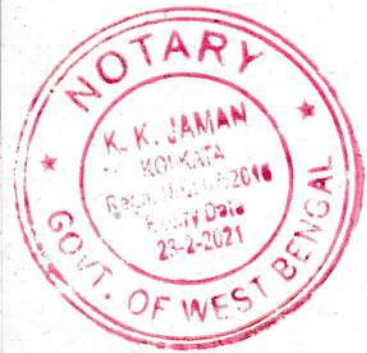
**AFFIDAVIT CUM DECLARATION**



1. Affidavit cum Declaration of **M/S. LOKENATH ENTERPRISE**, having PAN - AADFL6264E, having its office at 159, Putiary Panchanan Tala Road, Post Office - Paschim Putiary, Police Station - Haridevpur, Kolkata- 700041

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(hereinafter referred to as the Partnership Firm) of the ongoing project named "AKASH REGENCY" lying and situated at Mouza – Haridevpur, J.L. No.25, Touzi No. 40, Pargana-Khaspur, Holding no-38, Putiary Panchnan Tala Road of South Suburban Municipality, under Khatian No. 335 under Dag No. 27, under P.S.- previously Behala then Thakurpukur presently Haridevpur, presently within the limits of Kolkata Municipal Corporation Ward No. 115, K.M.C Premises No.151 & 152, Putiary Panchanan Tala Road, P.O.- Paschim Putiary corresponding to mailing address 97 & 97P, Putiary Panchanan Tala Road, P.O.- Paschim Putiary, P.S.- Haridevpur, Kolkata – 700041, District – 24 Parganas South , vide Assessee No. 411151101529 and 411151101517, and afterwards the said mailing address has been changed and it became 388/1C, Panchanantala Road, P.O-Paschim Putiary, P.S.- Haridevpur, Kolkata – 700041, K.M.C Ward No. 115, and afterwards the said KMC Premises no has been changed and it became 151, Putiary Panchanantala Road, P.O-Paschim Putiary , P.S.- Haridevpur, Kolkata – 700041, K.M.C Ward No. 115, being Assessee no 411151101517 District – 24 Parganas, West Bengal, INDIA.



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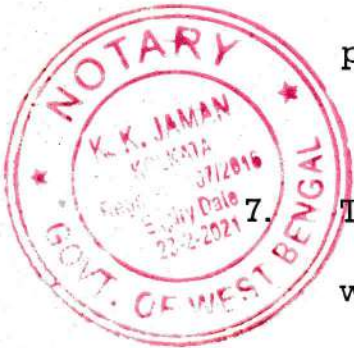
**M/S. LOKENATH ENTERPRISE** (represented by its Partners, (i) Sri Mrinal Kanti Sur & (ii) Sri Ashim Banerjee). promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

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 by virtue of two Registered Development Agreement & Development Power of Attorney dated 07.12.2018 & 22.01.2019 respectively, registered in the office of the D.S.R-II at Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1602-2018, pages from 395769 to 395844, being No. 160211842, for the year 2018 and Book No. I, Volume No.1602-2019, pages from 20580 to 20659, being No. 160200539, for the year 2019 with the owners namely (1) Sri Prasanta Kumar Sarkar, (2) Sri Sushanta Kumar Sarkar, (3) Smt. Shampa Roy Chowdhury, (4) Smt. Anusree Ghosh and Smt. Madhusree Ghosh Phani. 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.



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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 18<sup>th</sup> November, 2022.
5. That seventy per cent of the amounts realized by the Partnership Firm for the real estate project from the allottees (per pro-forma 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.

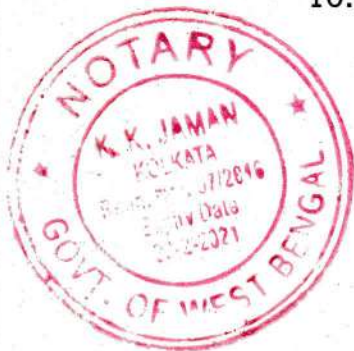


7. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

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 e 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.



We, 1) **SRI MRINAL KANTI SUR**, son of Late Radhaballav Sur, by faith Hindu ,by Nationality - Indian, by occupation - Business, residing at 5/37, Paschim Putiaiy , P.S- Haridevpur, P.O.- Paschim Putiary, Kolkata- 700041, and 2) **SRI ASHIM BANERJEE**, son of late Benoy Kumar Banerjee, by faith Hindu,by Nationality -

Indian, by occupation – Business, residing at 26, Panchanan Tala Road, P.S- Haridevpur, P.O.- Paschim Putiaiy, Kolkata- 700041, Dist.- South 24 Parganas, 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. LOKENATH ENTERPRISE

LOKENATH ENTERPRISE

*Ashim Banerjee*  
Partner

*Mrinal Kanti Sur*  
Partner

1. Sri Mrinal Kanti Sur
  2. Sri Ashim Banerjee
- Partners

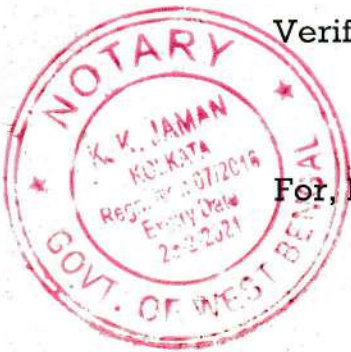
Signature attested  
in identification  
*K. Khajamur*  
Kazi Khajamur  
Notary, Govt. of West Bengal  
Regn No. 07/2016  
Kolkata

IDENTIFIED BY ME  
*P. D. Ch. Majumdar*  
Advocate

### VERIFICATION

The contents of our above Affidavit cum Declaration are true and correct and nothing material has been concealed by us therefrom.

Verified by me at Kolkata on this 18<sup>th</sup> day of March, 2020



For, M/S. LOKENATH ENTERPRISE

LOKENATH ENTERPRISE

*Ashim Banerjee*  
Partner

*Mrinal Kanti Sur*  
Partner

1. Sri Mrinal Kanti Sur
  2. Sri Ashim Banerjee
- Partners

Solemnly affirmed before me on this 18<sup>th</sup> day of March, 2020 at Kolkata.