

भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL

52AB 531051



BEFORE NOTARY PUBLIC

02 MAR 2021

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 (PAN-AAEFL7937R)** (herein after referred to as 'the Partnership Firm') a Partnership Firm under Indian Partnership Act 1932(Act IX of 1932) promoter of the on-going project named "MITRA APARTMENT" lying and situated at Mouza- Natagarh, J. L. No.- 15, R. S. No.- 101, R.S. Dag No. 2009 & 2014, R. S. Khatian No. 998, L.R. Khatian NO-409, Municipal Holding No. 327 within the local ambit of Panihati Municipality under the Ward No.-33, Indralok Road, Police Station – Gholia, in the District of North 24-Parganas, West Bengal, INDIA.

M/s. **LOKENATH ENTERPRISE**

*Lokenath*

Partner

72  
Date 01 MAR 2021

A.K.Saha  
Advocate  
Barrackpore Court

No.....Date.....  
Name.....  
Address.....  
P.S.....  
Dist.....  
Name..... Barrackpore  
Name..... RANA SUR  
Date.....  
Total Amount.....  
Signature of Vendor.....

2 FEB 2021

*[Handwritten Signature]*

25 FEB 2021

BEFORE NOTARY PUBLIC



01 MAR 2021

FORM 'A'  
[See rule 2(C) of West Bengal Housing Industry Regulation Rules, 2018]

AFFIDAVIT IN DECLARATION

I, Affiant own Declaration of Mr. LOKENATH ENTERPRISE (PAN-A-VEE13937R) (hereinafter referred to as the Partnership Firm) a Partnership Firm under Indian Partnership Act (1932) promoter of the on-going project named MITRA APARTMENT - I and situated at Mouza - Natagah, J.L. No - 15 R.S. No. 101, P.B. Dsd No. 2009 & 2014 R.S. Khatan No. 988 J.R. Khatan NO-408, Municipal Holding No. 327 within the local ambit of Panitall Municipality under the ward No-33, Indralok Road, Police Station - Ghola, in the District of North 24 Parganas, West Bengal, INDIA.

*[Handwritten Signature]*  
IN THE PRESENCE OF



**M/s. LOKENATH ENTERPRISE** (represented by its one of the Partner, Mr. Lalu Mitra ), 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 Title Deed and Development agreement with Lalu Mitra S/O-Late Mantu Mitra and Sanchita Mitra W/O-Lalu Mitra .

*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 20<sup>th</sup>.October of 2022.
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.
7. 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.
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 regulations made under the Act.
10. 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.

M/s. LOKENATH ENTERPRISE

*Lalu Mitra*

Partner

02 MAR 2021



I, Sri Lali Mitra, son of Late Birendra Lal Nandi, by Nationality Indian, by Occupation Business, residing at Ambika Mukherjee Road, P.O. Natagarh, P. S. -Ghola, Kolkata 700113 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, **M/s. LOKENATH ENTERPRISE**

M/s. LOKENATH ENTERPRISE

\_\_\_\_\_  
Sri Lali Mitra  
Partner

*Sri Lali Mitra*  
Partner

**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 2<sup>nd</sup> day of March, 2021 at Kolkata.

M/s. LOKENATH ENTERPRISE

*Sri Lali Mitra*  
Partner

\_\_\_\_\_  
Sri Lali Mitra  
Partner

Solemnly affirmed before me on this 2<sup>nd</sup> day of March, 2021 at Kolkata.



Solemnly Affirmed (NOTARY)  
before me

*Sunil K. Nandy*  
Notary  
Regd. No - 10/2002

02 MAR 2021