

भारतीय गैर न्यायिक

दस
रुपये
रु.10

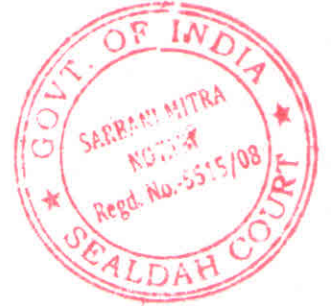


TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

36AB 222404



Before the Notary Public
Govt. of India

Before the notary public at SealDAH

FORM 'A'

[See rule 3(2)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSONS AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of (1) **SRI SHIB NATH DAS** son of Sri Sushil Kumar Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 1st Floor, 484, R.N. Tagore Road, P.O.- Bedia para, P. S. - Dum Dum, Kolkata - 700 077, Dist- 24 Parganas (North), (2) **SRI NABA KUMAR BISWAS** son of Late Murari Mohan Biswas, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 824, R.N. Tagore Road, P.O.- Bedia para, P. S. - Dum Dum, Kolkata - 700 077, Dist- 24 Parganas (North), Partner of the firm under the name and style of **M/S. BALAJI TRADING**, a Partnership firm having its registered office at 1st Floor, 484, R.N. Tagore Road, P.O.- Bedia para, P. S. - Dum Dum, Kolkata - 700 077, Dist- 24 Parganas (North).

BALAJI TRADING
(Naba Biswas),
Shib Nath Das
Partner

We, (1) **SRI SHIB NATH DAS** & **SRI NABA KUMAR BISWAS** promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That We / promoter have /has a legal title to the land on which the development of the project is proposed

OR

"BALAJI BHABAN" have/has a legal title to the land on which the development of the proposed project is to be carried out

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.

OR

That details of encumbrances: **We** have entered into a Development Agreement with Balaram Basak of 612, R.N. Tagore Road, Kolkata- 700077, in respect of **ALL THAT** piece or parcel of land admeasuring 3 (Three) Cottaha 0 (Zero) Chittacks sq. ft. be the same a little more or less along with Kancha Structure measuring 500 (Five hundred) Sq. ft. more or less, lying and situated at Mouza – Bediapara, J.L. No. 17, R.S. No. 7, G. D. No. 1, Sub. Div. No. 7, Touzi No. 1298/2833, Sabek and Hal Khatian No. 148 under Khatian No. 147, Sabek and Hal Dag No. 341, P.S. – Dum Dum, under South Dum Dum Municipality, Ward No. 11, being Municipal Holding No. 612, R.N. Tagore Road, P.O. – Bdeiapara, Kolkata – 700077, A.D.S.R. Cossipore Dum Dum, District – North 24 Parganas details of any rights, title, interest or name of any party in or over such land. That the time period within which the project shall be completed by me/promoter is within **36 (Thirty Six month)** from the date of sanction Plan from the concern South Dum Dum Municipality i.e. **26th day of May, 2022.**

4. That seventy per cent of the amount realized by me/promoter for the real estate project from the allottees, 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.

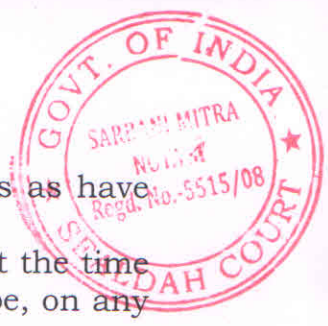
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

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 I s in proportion to the percentage of completion of the project that I/ promoter shall get the accounts audited within six months after the end of every financial year by a chartered account 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 completion of the project.

8. That I / promoter shall take all the pending approvals on time, from the competent authorities.

BALAJI TRADING
Naba Kumar Biswas
Shib Nath Das
Partner





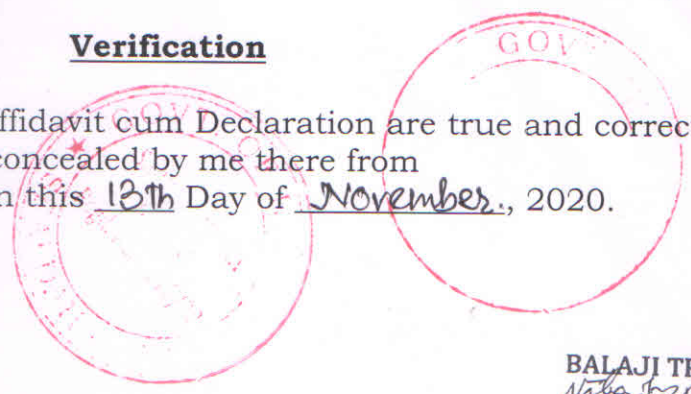
9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
 10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

BALAJI TRADING
Naba In Bhowal
Shibnath Das
 Partner

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from
 Verified by me at Sealdah on this 13th Day of November, 2020.



BALAJI TRADING
Naba In Bhowal
Shibnath Das
 Partner

Deponent

Identify by me:
Deb Sundar Daripa

DEB SUNDAR DARIPA
 ADVOCATE
 C.T.B.A, 14, Beliaghata Road, Kol-15

Solemnly Affirmed &
 Declared Before me
 on Identification by.....
[Signature]

SARBANI MITRA
 NOTARY
 Regd. No.-5515/08