

BEFORE THE NOTARY AT BARRACKPORE
DIST. NORTH 24 PARGANAS



20

21 FEB 2025

पश्चिम बंगाल WEST BENGAL

83AB 472571

FORM 'B'

[See rule 3(4) of West Bengal Real Estate (Regulation & Development) Rules, 2021]

TO WHOM IT MAY CONCERN

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s. **B. B. Enterprise** (hereinafter referred to as 'the Partnership Firm') Promoter of the project named "**URBAN VISTA**" lying & situated at Mouza – Mohanpur, J.L No. 08, Re. Su. No. 63, Touzi No. 147, comprised and contained in R.S. Dag No. 230, 230/790, 231, 236, 239, R.S. Khatian No. 51, 504, 15/2, 38, corresponding in L.R. Dag No. 793, 794, 795, 796 & 797, under corresponding L.R. Khatian No.- 2117, 4080, 4043, 65/1, 64/1, 4063, 4046, 4264 & 4338, Kalyani Expressway, Mohanpur Paschimpara within the local ambit of Mohanpur Gram Panchayet, Post Office – Sewli Telinipara, Police Station – Mohanpur (formerly it was under Titagarh Police Station), ADSRO – Barrackpore, North 24 Parganas, Pin- 700121, West Bengal, INDIA.

B. B. Enterprise (represented by its one of the Partners, Mr. Sankar Bhattacharyya), Promoter of the project, do hereby solemnly declare, undertake and state as under:

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B. B. ENTERPRISE

Sankar Bhattacharyya
Partner

M285 10/ 29/9/2023

নং ১৩ তারিখ ১৩ Enterprise

স্বাক্ষর: 

ভেজার সোমা ভৌমিক বাবুর

এ. ভি. এন. আর ব্যারাকপুর

বি. সীল

ভেজার সোমা ভৌমিক

টি ভি নং

স্ট্যাম্প ক্রয় 19 SEP 2023
মোট এতো টাকার স্ট্যাম্প

১৯ সেপ ২০২৩

B. B. ENTERPRISE

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(2)

1. That the Firm has a legal title to the land on which the development of the project is carried out by virtue of a Registered Joint Development Agreement vide deed number I – 3984/2023 with (1) Arjun Chakraborty, (2) Arun Chakraborty (3) Smt. Shilu Chakraborty and B. B. Enterprise, a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932) having the Registration No. 20006117486 dated. 22.01.2024.

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.

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

3. That the time period within which the project shall be completed by the Partnership Firm within the date of 30.09.2027.

4. That seventy percent of the amounts realised by the Partnership Firm for the real estate project from the Allottees (as 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.

6. 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 particulars 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.

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B. B. ENTERPRISE
Sankar Bhattacharya
Partner

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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.

11. That if any provision in Agreement for Sale is in contravention with the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate (Regulation & Development) Rules, 2021, the provisions of the said Act & Rules shall prevail in those cases.

12. That if any contradiction arises in the future the Deponent will be responsible for it.

I, **Sankar Bhattacharyya**, Son of Late Bhola Nath Bhattacharyya, by Religion – Hindu, by Occupation – Business, residing at: 24C/2, K.N Mukherjee Road, PO: Talpukur, P.S. Titagarh, Pin 700123, PAN: AJPPB3408B solemnly affirm that the facts stated in Paragraphs 1 to 12 are true and correct to the best of my knowledge and belief and no material fact has been concealed.

B. B. ENTERPRISE

Sankar Bhattacharyya

Partner

SANKAR BHAYYACHARYYA
PARTNER

Verification

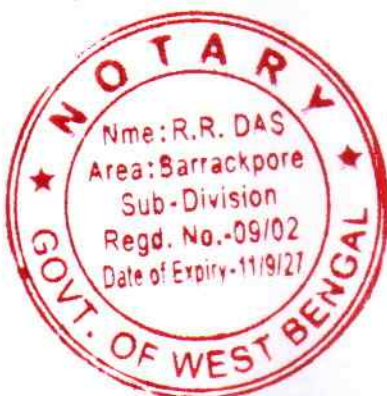
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

B. B. ENTERPRISE

Sankar Bhattacharyya

Partner

SANKAR BHAYYACHARYYA
PARTNER



21 FEB 2025

Identified by me
Arun Kumar Saha
Advocate

ARUN KUMAR SAHA
ADVOCATE
BARRACKPORE COURT