

পশ্চিমরঙগ पश्चिम बंगाल WEST BENGORM 'B'

182948

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

TO WHOM IT MAY CONCERN AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of M/s MAA BIPADTARINI ENTERPRISE (herein after referred to as the Partnership Firm). Promoter of the on-going project named "DANICA 1." Lying & situated at Mouza- JAGADDAL, J.L. No 71, Touzi No 47, 49.63, 64 & 68 comprised and contained in R.S.DAG No 3229 corresponding to LR Dag No 3287 under RS Khatian no 550 being L.R. Khatian No 3072 & 3073 .under corresponding, Municipality Holding No 1065 within the local ambit of Rajpur Sonarpur Municipality, under the Ward No 25 at 1065, Kalimohon Roy Choudhury Road E.M. Bye Pass, P.O. Jagaddal, Kolkata 700151 Post Office Jagaddal, Police Station Sonarpur,,ADSRO Sonarpur .South 24 Parganas ,Pin 700151 ,West Bengal, INDIA.

MAA BIPADTARINI ENTERPRISE

Rankon Mondal

Achoke Zahlan Partner

MAA BIPADTARINI ENTERPRISE Sukrata Sonden Nayanan Shu Das Partner

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Regd. No- 014/22 City Sessions Court Keikatt The solution of the solution o

VENDOR- MARIE GOOD

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MAA BIPADTARINI ENTERPRISE PAN NO ABTFM2718H (represented by its Partners, (1) Ashoke Sardar (2) Sankar Mondal (3) Subrata Sardar (4) Nayananshu Das, Promoter of the on – going project, do hereby solemnly declare, undertake and state as under

(1) 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 Agreements with (1) Susama Das (PAN: CBVPD6413N) & Pappu Das (PAN: FCYPD0483B) and Maa Bipadtarini Enterprise (PAN: ABTFM2718H) a Partnership Firm having Permanent Certificate of Enlistment under Rajpur Sonarpur Municipality bearing Registration Number NIL With Certificate No 0917P128122256226 Dt. 25/01/2025

AND

All legally valid authentications of the title of such land along with an authenticated copy of the agreement between such owners and the Proprietor ship Firm for the 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 Proprietorship Firm within the date of 13/11/2025
- (4) That seventy percent of the amounts realized by the Proprietorship 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.

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- (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 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.
- (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 Allotees 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 any contradiction arises in the future the Deponent will be responsible for it.

We,

- Ashoke Sardar, Son of Sri Chittaranjan Sardar, by Religion Hindu, by Occupation Business, Residing at 135, Briji Purba Para, P.O.-Garia, P.S.- Patuli, District – South 24 Parganas, Kelkata -700084 having PAN NO BNFPS1471L
- 2) Sankar Mondal, Son of Sri Mihir Mondal by religion –Hindu, by occupation Business, Residing at Charaktala, Fartabad Post office Garia Police Station Sonarpur now Narendrapur, District South 24 Parganas, Kolkata 700084 having PAN NO ALTPM8685P

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- 3) Subrata Sardar Son of Late Nabakumar Sardar, by religion—Hindu, by occupation Business, Residing at Mahamayapur Mondal Para Road Post office Garia, Police Station Sonarpur now Narendrapur, District South 24 Parganas, Kolkata700084, PAN NO BAMPS4282D.
- 4) Nayananshu Das, Son of Rabindranath Das, by religion Hindu, by occupation Business, Residing at Dakshin Jagaddal, Post office- Dakshin Jagaddal, Police Station -Sonarpur, District South 24 Parganas, Kolkata 700151, PAN NOBWKPD1188H solemnly affirm that the facts stated in paragraph 1 to 12 are true and correct to the best of my Knowledge and belief and no material fact has been concealed.

(PARTNERS)

1)		MAA BIPADI
2)	MAA BIPADTARINI ENTERPRISE POLONE FORCE	Subject Sonday SI Wayanansha Do
3)	Rohoke Forday Sanyar Mondal Partner	Trayanansha Das
4)		*

Verification

The contents of our above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by us at Kolkata on thisday of2024

(PARTNERS)

1)

2)

MAA BIPADTARINI ENTERPRISE

Sankar Mon Lot Sewbrate &

Partner

MAA BIPADTARINI I

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Partner

Identified by me

Advocate

Regulto & R. K. 976.

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BEFORE ME ON IDENTIFICATION

MOTARY