

Sl. No. 216 Date 24 FEB 2025

भारतीय गैर न्यायिक

दस
रुपये

रु.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

अभिभवक पश्चिम बंगाल WEST BENGAL

02AC 846688



Before the Notary
at Alipore Judge's Court

BEFORE THE NOTARY AT ALIPORE

FORM "B"

[See rule 3(4)]

AFFIDAVIT CUM DECLARATION

Affidavit-cum-Declaration of M/S Pratima Builder, a sole proprietorship firm, represented by its sole proprietor Shri Pankaj Kumar Chowdhury son of Shri Sravan Kumar Chowdhury, having its registered office at 946, Nayabad, P.O- Mukundapur, P.S- Presently Panchasayar previously Purba Jadavpur and residing at 219/D, Picnic Garden Road, Post Office - Tiljala, Police Station - Kasba, Kolkata-700039, a constituted attorney of



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Sl. No.
839

Date
10, FEB, 2025

Rs.

10/-

Name
Address

S.K. JANA (Advocate)

ALIPORE POLICE COURT, KOL-700027.

~~SMRITI BIKASH DAS
Govt. Licence Stamp Vendor
Alipore Police Court
Kolkata - 27~~



Shri Rajesh Kumar Sahani son of Sri Saudagar Sahani, Promoter of the proposed project by virtue of development and the same was registered in the office of D.S.R - II, Alipore and the same recorded in Book No. I, Volume No. 1602-2024, Pages 38760 to 38786, Being No. 00823 for the year 2024.

It the Promoter of the proposed project by the promoter of the proposed project, do hereby solemnly declare, undertake and state as under:

1. That, It the Promoter has a legal title to the land on which the development of the project is proposed

OR

It the Promoter 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 rights, title, interest or name of any party or over such land, along with details as follows:-

WHEREAS by an Indenture of Conveyance Sri Sunit Banerjee sold transferred and Conveyed to the Rajesh Kumar Sahani, ALL THAT piece and parcel of Bastu land measuring 3 Cottahs 15 Chittaks 27 Sq ft more or less together with tiles shed structure measuring 100 sqft standing thereon being premises No - 1315, Nayabad, Kolkata-700099 and comprised in C.S. Dag No-102, R.S Dag No - 191, under C.S. Khatian No-6, R.S



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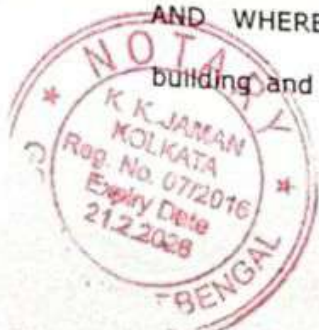
Khatian No 112, 113, 115, 116, 117, 118, Nayabad, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, 133, of Mouza J.L. No - 25 Touzi no- 56 within the limits of Kolkata Municipal Corporation, Ward No-109, P.S. Panchasayer, District - South 24 Parganas by virtue of registered Kobala deed , duly recorded in Book No - 1, Volume No - 1602-2023, pages- 436688 to 436707, Being No - 160213153, for the year 2023 in the office of D.S.R-II, Alipore.

AND WHEREAS by virtue of the said Indenture of Conveyance dated 13.09.2023 the said Sri Rajesh Kumar Sahani become the owner of ALL THAT piece and parcel of Bastu land measuring 3 Cottahs 15 Chittaks 27 Sq ft more or less together with tiles shed structure measuring 100 sqft standing thereon being premises No - 1315, Nayabad, Kolkata-700099 and comprised 191, under C.S. Khatian No-6, R.S in C.S. Dag No-102, R.S Dag No - Khatian No - 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, Nayabad, J.L. No - 128, 131, 132, 133, L.R. Khatian No -3168, of Mouza 25, Touzi No-56 within the limits of Kolkata Municipal Corporation, Ward No-109, P.S. Panchasayer, District - South 24 Parganas

AND WHEREAS Sri Rajesh Kumar Sahani herein become the absolute owner of the land measuring 3 Cottahs 15 Chittaks 27 sqft more or less being premises No- 1315, Nayabad, Kolkata- 700099 and comprised in R.S Dag No- 191, R.S Khatian No - 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, 133, L.R. Khatian No -3168, of Mouza - Nayabad, J.L. No -25, Touzi No-56, P.S. Panchasayer more fully described in the SCHEDULE hereunder written.

AND WHEREAS then the owner mutated his name in the records of the KMC by way of mutation and the property known as 1315, Nayabad, Assessee No. 31-109-08-1315-1.

AND WHEREAS owner herein having desirous to develop his property by raising a building and for that reason he entered into a development agreement with M/S



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PRATIMA BUILDER a Proprietorship firm represented by SHRI PANKAJ KUMAR CHOWDHURY the Developer herein for the construction of a Building at the said at Premises No. 1315, Nayabad, Kolkata- 700099. The development agreement registered in the office of D.S.R - II, Alipore and the same recorded in Book No. I, Volume No. 1602-2024, Pages 38760 to 38786, Being No. 00823 for the year 2024.

AND WHEREAS owner herein also executed and registered a General Power of Attorney in developer's favour for the sale of the flats and parking out of developer's allocation of the new building. The said development Power of Attorney was registered in the office of D.S.R - II, Alipore and the same recorded in Book No. I, Volume No. 1602-2024, Pages 40126 to 40139, Being No. 00843 for the year 2024.

AND WHEREAS the Developer herein duly obtained sanction building plan from the Kolkata Municipal Corporation for construction of a building vide plan no. 2024120426 dated 08/02/2025 and the developer has been constructing the building of G plus III storied.

3. That the time period within which the project shall be completed by Promoter is 25th February, 2028.
4. That, seventy per cent of the amounts realized by me, the 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.



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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, It the Promoter 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That, It the Promoter shall take all the pending approvals on time from the competent authorities.
9. That, It the Promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.



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10. That, It the 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.

M/S PRATIMA BUILDER
Pankaj Kr Chowdhury
Proprietor

Deponent

Identified

Debasish Chowdhury
Debasish Chowdhury
WB/929/1983 Advocate
Alipore Judges' Court, Kol-700 027

Verification

It, the deponent above, do here by verify the contents of my above Affidavit cum Declaration are true and correct to the best of my knowledge and I have not concealed any material facts.

Verified on this day 24th of February, 2025.

M/S PRATIMA BUILDER
Pankaj Kr Chowdhury
Proprietor

Deponent

Identified

Debasish Chowdhury
Debasish Chowdhury
WB/929/1983 Advocate
Alipore Judges' Court, Kol-700 027



signature attested
in identification
K. K. Jaman
Kam Khatekujeman
Notary, Govt. of West Bengal
Regn. No.: 07/2016
Kolkata

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