



WEST BENGAL

FORM 'B'

[See rule 3(4)]



24AC 455553

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

Affidavit cum Declaration

Affidavit cum Declaration of Sri Mrinal Kanti Dey, Proprietor of M/s. BD UDYOG, promoter of the proposed project **134, KAMDHARI PURBAPARA** at Premises No. 134, Kamdhari Purbapara, under Ward No. 111 of Borough – XI of KMC, RS Dag No. 501/1482, RS Khatian No. 45, JL No. 49, Mouza - Kamdahari, PS - Regent Park, Kolkata – 700084, WB, INDIA

I, Mrinal Kanti Dey, Proprietor of M/s. BD UDYOG, promoter of the proposed project **134, KAMDHARI PURBAPARA** at Premises No. 134, Kamdhari Purbapara, under Ward No. 111 of Borough – XI of KMC, RS Dag No. 501/1482, RS Khatian No. 45, JL No. 49, Mouza - Kamdahari, PS - Regent Park, Kolkata – 700084, WB, INDIA, do hereby solemnly declare, undertake and state as under:

1. That I / My Firm M/s. BD UDYOG, has a legal title/right to the land on which the development of the project is proposed via Joint Development Agreement with the Land Owners, namely Maya Das, Atanu Das and Anindita Das, being Deed No. 160412762 of 2023, registered at the Office of the DSR – IV, South 24 Parganas
2. That the said land is free from all encumbrances.

KAMAL KUMAR PAUL
NOTARY GOVT OF INDIA
Regd. No 2700/04
C.M.M's Coun
& 8 Bankahall Street
Kolkata-700001

31 MAR 2028
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3. That the time period within which the project shall be completed by me/promoter is **31-12-2028**, as per Section 4 (2)(I)(c) of the RERA Act, 2016 AND as per Article – IV, Point No – 4.6 of our JDA (Damage Clause @ Rs. 1000/- per month clearly mentioned in our JDA)
4. That seventy per cent of the amounts realised 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project
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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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 I / 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 utilised 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.
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.

✓
Mrinal Kanti Dey
 Deponent

Verification

I **Mrinal Kanti Dey** Son of **Dhirendra Kumar Dey** Resident of **Q-13, Kamdhari Purba Para, Kolkata - 700084** do solemnly affirm that 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 31st day of March, 2026



Identified by me
 ✓
TINA DAS
 Advocate
 Regn No. - F-1322/21

✓
KAMAL KUMAR PAUL
 NOTARY GOVT OF INDIA
 Regd. No 2700/04
 C.M.M's Coun
 P & B Bankshall Street
 Kolkata-700009

✓
31 MAR 2026
 ✓
Mrinal Kanti Dey
 Deponent
 Solemnly affirmed & Declared Before
 me on Identification of Ld. Advocate
Kamal Kumar Paul
 Govt of India Regn No-2700/04