

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

39AA 381977

FROM 'B' BEFORE THE NOTARY
BARRACKPORE, 24-PGS (N), INDIA

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

TO WHOM IT MY CONCERN

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of Everest Construction, (hereinafter referred to as 'the Partnership Firm') Promoter of the project named "EVEREST TOWER" lying & situated at Mouza – Basudebpur, J.L. No. 2, L.O.P. No. 224, under Dag Nos. 1054 & 1055, under Kamarhati Municipality, Municipal Holding No. 29, Ward No. 32, Premises No. 224 & 223, Nandan Nagar, P.O. Nandan Nagar, P.S. Belghoria, Kolkata – 700 083, under D.R. Barasat, A.D.S.R. Belghoria, District : 24-Parganas (N), West Bengal, INDIA.

Everest Construction (represented by its four Partners, (1) Sri Pratap Das, (2) Smt. Pinki Dutta, (3) Sri Aakash Das and (4) Sri Soumen Saha), Promoter of the project, do hereby solemnly declare, undertake and state as under :


T.K. CHAKRABORTY
NOTARY, Regn.No.11/2002
(Govt. of West Bengal)
Barrackpore Court, INDIA

2025

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 Joint Development Agreement vide deed number I - 152602142/2025 with (1) Sri Mahesh Saha, (2) Sri Ashim Saha and (3) Sri Bishnupada Das and EVEREST CONSTRUCTION, a Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932) having its place of Business at 43, Aurobinda Sarani (Old Nimta Road), P.O. Nandan Nagar, P.S. Belghoria, Kolkata – 700 083, District : North 24-Parganas dated 12.02.2024.

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 30.06.2026.
4. That seventy percent of the amounts realized 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 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.




T.K. CHAKRABORTY
 NOTARY, Regn.No.11/2002
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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, **Sri Pratap Das**, Son of Late Suresh Chandra Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 8/12B, Verner Lane, P.O. & P.S. Belghoria, Kolkata - 700 056, District : North 24-Parganas, PAN No. ADOPD1350K, 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.

EVEREST CONSTRUCTION

Pratap Das

Partner

PRATAP DAS
PARTNER

Verification

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

EVEREST CONSTRUCTION

Pratap Das

Partner

PRATAP DAS
PARTNER

ATTESTED

T.K. Chakraborty

T.K. CHAKRABORTY
NOTARY, Regn.No.11/2002
(Govt. of West Bengal)
Barrackpore Court, INDIA

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