

To,
The Hon'ble Authority,
West Bengal Real Estate Regulatory Authority,
1st Floor, Calcutta Greens Commercial Complex,
1050/2, Survey Park, Kolkata-700075

Date: 04.02.2026

Subject: Clarification in response to the query raised in connection with Project Registration under WBRERA (i.c.w. WBRERA/NPR-004917).

Sir,

With reference to the observation raised by the Hon'ble Authority that the proposed completion date is in violation of Clause E of the Development Agreement at Page-19, it is respectfully submitted as follows:

Clause E of the Development Agreement clearly provides that the Developer shall complete the construction of the project **within a period of 24 (Twenty-Four) months from the date of obtaining plan sanction from Kolkata Municipal Corporation or from the date of handing over vacant and peaceful khas possession of the said property, whichever is later**, subject to Force Majeure conditions.

In the present case, the **vacant and peaceful khas possession of the project land was handed over to the Developer on 02.12.2025**, as evidenced from the **Letter of Possession dated 02.12.2025**, which is enclosed herewith for ready reference.

Accordingly, in terms of Clause E of the Development Agreement, the project completion period is required to be reckoned from **02.12.2025**, being the later triggering event.

In compliance thereof, the **proposed date of completion has been revised to 01.12.2027**, which falls strictly within the stipulated period of 24 months and is **fully in conformity with the Development Agreement**.

Consequently, the said revised completion date has been **duly updated in the FORM-B Affidavit as well as in the application form**, and the earlier discrepancy stands rectified.



In view of the above facts and consistency of records, it is respectfully submitted that the query regarding mismatch of the proposed completion date may kindly be treated as clarified and resolved.

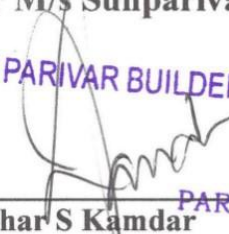
Thanking You.

Enclosure:

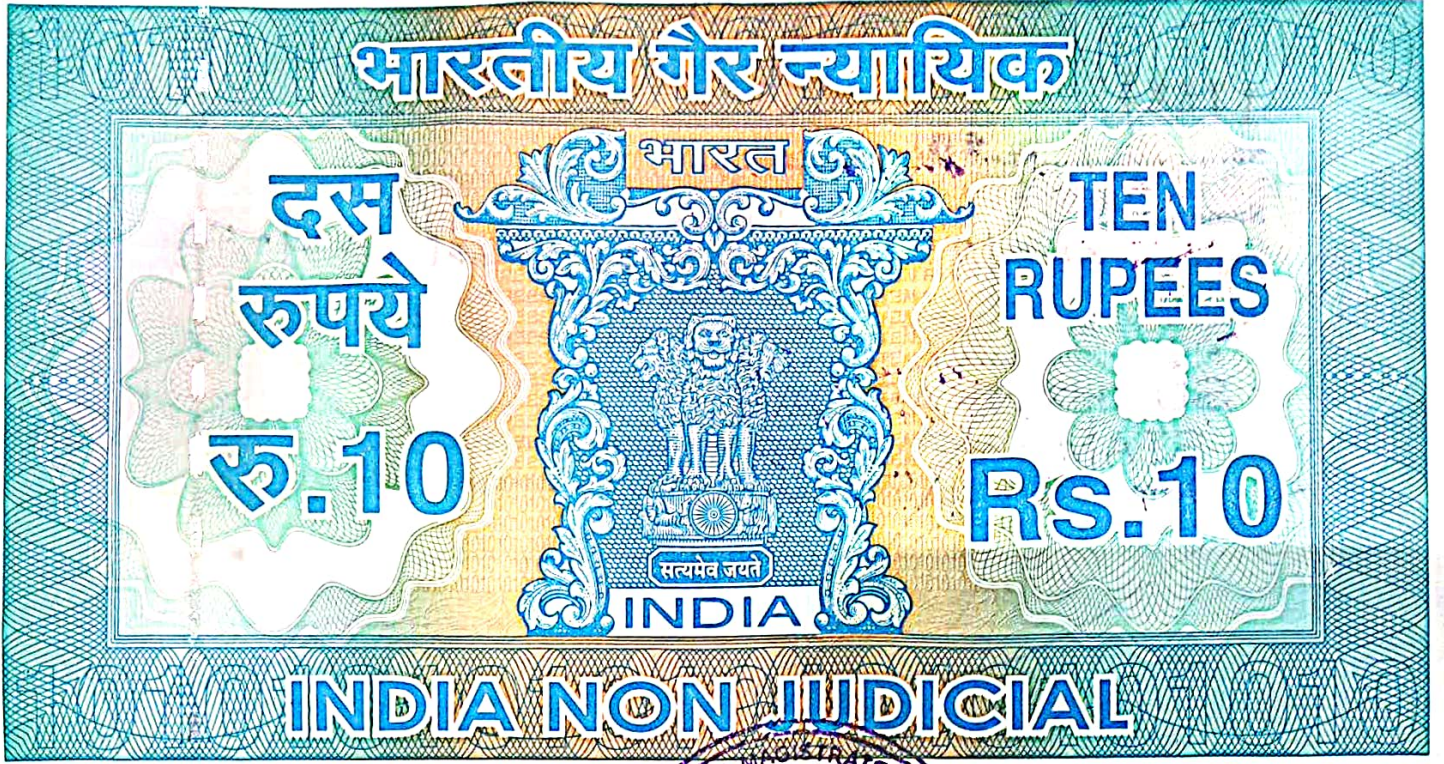
1. Copy of rectified FORM B Affidavit.
2. Copy of the letter of possession of the vacant land

Yours faithfully,
For M/s Sunparivar Builders LLP

SUN PARIVAR BUILDERS LLP


Tushar S Kamdar PARTNER





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

59AB 347473



[See Rule 3(4)]

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

Affidavit cum Declaration

Affidavit cum Declaration of Mr. Tushar S Kamdar, duly authorized by the promoter of the proposed project "SUN ASHRAYA", vide his authorization dated 30/07/2025.

I, Tushar S Kamdar, duly authorized by the promoter of the proposed project "SUN ASHRAYA", do hereby solemnly declare, undertake and state as under:

1. That MR.DEBASIS SAHA, MR. UTTAM SAHA, and MR. SWAPAN SAHA, 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 agreement between such owner and promoter for development of the real estate project is enclosed herewith.

SUN PARIVAR BUILDERS LLP

PARTNER

- 9 AUG 2021

17884

No.....Rs. **10/-** Date.....

Name: **Tushar S Kamdar**

Address: **387/26 Jyotish Ray Road, Kol-53**

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court Kol-27



[See Rule 3(a)]

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 Mr. Tushar S Kamdar, duly authorized by the promoter of the
proposed project "SUN ASHRAYA", vide his authorization dated 30/07/2021.
Tushar S Kamdar, duly authorized by the promoter of the proposed project "SUN ASHRAYA", do
herby solemnly declare, undertake and state as under

1. That Mr. DEBASIS SAHA, MR. UTTAM SAHA, and MR. SWAPAN SAHA, has a legal title to the land
on which the development of the proposed project is to be carried out

AND

A legal valid authentication of title of such land along with an unperfected copy of
agreement between such owner and promoter for development of the said project is
enclosed herewith.

SUBHANKAR DAS LLP

PARTNER



2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed by promoter is 01-12-2027.
4. That seventy percent 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.

Verification

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 13th Day of January, 20 26.



Affidavit No. 9004
Solemnly Affidavit before me this day
of 13th month 01 2026 by
the declaration of proper identification
of the securer

Judicial Magistrate
1st Class, Alipore

SUN PARIVAR BUILDERS LLP

PARTNER

Deponent

LETTER OF POSSESSION

To

Mr. TUSHAR S. KAMDAR
Authorized Partner "SUN PARIVAR BUILDERS LLP"
38A/26, Jyotish Roy Road,
Kolkata-700053

02/12/2025

Sir,

We, the undersigned,

1. **DEBASIS SAHA**, son of Late Rohini Mohan Saha, PAN: ALTPS0116K, AADHAAR: 4116 5721 0418, residing at "**ANNAPURNA VILLA**", 28, Khanpur Road, Post Office: Naktala, Police Station Netaji Nagar, Kolkata: 700047
2. **UTTAM SAHA**, son of Late Rohini Mohan Saha, having PAN AWSPS8541A, Aadhaar No.5890 9556 7885, by occupation Retired, by creed: Hindu, Indian by National, residing "**ANNAPURNA VILLA**", 28, Khanpur Road, Post Office: Naktala, Police Station Netaji Nagar, Kolkata: 700047
3. **SWAPAN SAHA** son of Late Rohini Mohan Saha, Having PAN: ALTPS0115L, Aadhaar No.6364 4836 2127, by occupation Retired, by creed: Hindu, Indian by National, residing "**ANNAPURNA VILLA**", 28, Khanpur Road, Post Office: Naktala, Police Station Netaji Nagar, Kolkata: 700047

Hereinafter collectively referred to as the "Vendors/Owners" of the property being Premises No. 21C, Paddapukur Road, Police Station: Jadavpur, Kolkata: 700047, together with all rights, casements and appurtenances thereto, do hereby acknowledge and declare as follows:

That by a duly executed Development Agreement dated 17.02.2025, registered in the office of the DSRII, Alipore, Kolkata, the Vendors have conveyed, transferred, assigned, and assured all their right, title and interest in respect of the said property in favour of **MR. TUSHAR S. KAMDAR**, Authorized partner of "**SUN PARIVAR BUILDERS LLP**" having PAN AKWPK2271M, Aadhaar No.7238 5672 5991, son of Late Sharad. H. Kamdar, by creed: Hindu, Indian by National, by occupation Business, residing at 38A/26, Jyotish Roy Road, Post Office: New

Alipore, Police Station: Behala, Kolkata: 700053 (hereinafter referred to as the "Developer").

That upon execution and registration of the aforesaid Development Agreement, Registered in Book – I, Volume Number 1602-2025, Page from 79259 to 79323 being no.16202007 for the year 2025 the Vendors have this day, i.e., on 02.12.2025, delivered vacant, peaceful and physical possession of the said premises at 21C, Paddapukur Road, Police Station: Jadavpur, Kolkata: 700047, to the Developer.

Pursuant to the Development Agreement, the Owners hereby delivers, and the Developer hereby accepts, the vacant and peaceful physical possession of the premises. The Developer is hereby authorized to occupy the site for the sole purpose of carrying out construction activities as per the Sanctioned Plan. This handover includes the right to approach the Kolkata Municipal Corporation (KMC), the BLRO, and other relevant authorities for all development-related works, site preparation, and utility installations.

The Developer shall remain in possession, until the completion of the project and the handover of the respective allocations to the owners.

This Possession Letter is executed on this **02nd day of December, 2025 at Kolkata.**

Thanking You,

Yours Faithfully,

1. *Debanu Saha*

2. *Uttam Saha*

3. *Swapan Saha*

SIGNATURE OF THE OWNERS