



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL [See rule 3(4)] KOLKATA REKHA TEWARI Regn. No. 10288/13 09AC 273704

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 Sraboni Roy, Partner of M/s. CREATIVE, promoter of the proposed project named "39, K.P. ROY LANE" at 39, K.P. ROY LANE under WARD NO – 105 of BOROUGH – XII of KMC, KOLKATA - 700078, PS – GARFA, PO – Haltu, UNDER MOUZA - DHAKURIA, J.L. NO - 18, L.R. DAG NO - 1418/1652, L.R. KHATIAN NO-195, R.S. DAG NO - 1418/1652, R.S. KHATIAN NO – 122, WB, India

I, Sraboni Roy, Partner of M/s. CREATIVE, promoter of the proposed project named "39, K.P. ROY LANE" at 39, K.P. ROY LANE under WARD NO – 105 of BOROUGH – XII of KMC, KOLKATA - 700078, PS – GARFA, PO – Haltu, UNDER MOUZA - DHAKURIA, J.L. NO - 18, L.R. DAG NO - 1418/1652, L.R. KHATIAN NO-195, R.S. DAG NO - 1418/1652, R.S. KHATIAN NO – 122, WB, India, do hereby solemnly declare, undertake and state as under:

1. That our Firm M/s. CREATIVE 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 Sisir Ghosal Chowdhury, Jharna Ghosal Chowdhury, Nandita Ghosal Chowdhury and Sayandeep Ghosal Chowdhury, being Deed No. 160317970 of 2023 and 160313695 of 2022, both registered at the office of the DSR – III, South 24 Parganas
2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed by me/promoter is 19-01-2028

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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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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.

*Sraboni Roy*  
Deponent

Verification

I, Sraboni Roy daughter of Nikhil Ranjan Sarkar Resident of 1/45A, Jadav Garh, Haltu, Kolkata – 700078, 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 16th day of July, 2025

*Sraboni Roy*  
Deponent

Signature Only  
Identified by me  
Narayan Ch. Saha  
Advocate  
CJM Court, Kolkata-1  
Enrollment No. W9/305/1989

**REKHA TEWARI**  
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SOLEMNLY AFFIRMED AND DECLARED  
BEFORE ME ON IDENTIFICATION

*R. Tewari*  
**REKHA TEWARI**  
NOTARY

16 JUL 2025