

SL NO..... 7 ..... DATE 07 OCT 2025



बंगाल WEST BENGAL

10AC 351380

BEFORE THE NOTARY AT BARRACKPORE  
NORTH 24 PARGANAS

**FORM 'B'**  
**[See rule 3(4)]**

**AFFIDAVIT CUM DECLARATION**

Affidavit cum Declaration of Santosh Shaw Partner of **M/S SHIVAM CONSTRUCTION** (herein after referred to as 'the Partnership Firm'), Promoter, of the on-going project named SHIVAM RESIDENCY KMC Premises No-14A, Kundu Lane, Assessee No-11-071-17-0027-4, Ward No-71, Br.IX, P.S-Kalighat, Kolkata-700025, Under Kolkata Municipal Corporation, Dist-~~South~~ 24 Parganas, West Bengal, India, duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 03/10/2025 ;

**07 OCT 2025**





I, **Mr. SANTOSH SHAW** Partner of **M/S SHIVAM CONSTRUCTION**, promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Firm has a legal title to the land on which the development of the on-going project is carried out by virtue of a Joint Development Agreement with (1) Sri Malay Kumar Kundu (2) Sri Sanjoy Kumar Kundu and (3) Sri Sandip Kumar Kundu and **M/S SHIVAM CONSTRUCTION**, a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932).

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 31/12/2028 which is (36 months ) months from the date of sanction, i.e, 09/07/2025.
4. That seventy per cent of the amounts realised by the Partnership Firm for the real estate project from the allottees (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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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 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.

07 OCT 2025

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.

I, Santosh Shaw son of Late Kishore Show, by Nationality Indian, by Occupation Business, residing at 34C Dhirendra Nath Ghosh Road, P.O. -Bhowanipur,, P. S. Kalighat, Kolkata 700025 in the District of ~~South~~ 24-Parganas. (Aadhar No- 727946773102), solemnly affirm that the facts stated in Paragraphs 1 to 10 are true and correct to the best of my knowledge and belief and no material fact has been concealed.

For **M/S SHIVAM CONSTRUCTION**

*Santosh Shaw*  
Partner

SANTOSH SHAW  
PARTNER

Verification

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

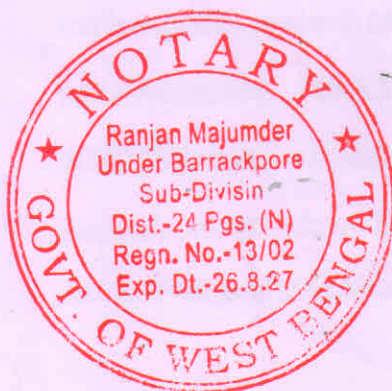
Verified by me at Kolkata on this 7<sup>th</sup> day of October, 2025

**SHIVAM CONSTRUCTION**

*Santosh Shaw*  
Partner

SANTOSH SHAW  
PARTNER

Solemnly affirmed before me on this 7<sup>th</sup> day of October, 2025 at Kolkata.



Solemnly Affirmed  
&  
Declared Before Me  
On Identification

*an?*

**RANJAN MAJUMDER**  
NOTARY  
Regd. No.-13/02

**07 OCT 2025**