

SL. No. 35 Dated 29 AUG 2025

# भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

## INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

BEFORE THE NOTARY  
ALIPORE JUDGES' COURT  
KOLKATA-700 027



AL 323170

### FORM B

[See rule 3(4)]

**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 Somnath Dutta promoter of the proposed project;

I, Somnath Dutta, son of Ashoke Dutta, residing at 1/235, Naktala, P.O: Naktala, P.S: Netaji Nagar, Kolkata: 700047 being the Proprietor of "M/s. SWOSTI CONSTRUCTION", having its registered office at 1/235, Naktala, P.O: Naktala, P.S: Netaji Nagar, Kolkata: 700047 do hereby declare that M/s. SWOSTI CONSTRUCTION is the promoter of the project, i.e., "JITENDRA BHAVAN" constructed at Premises No: 105 Bidhanpally (Postal Premises No: 177 Bidhanpally), under E.P. No: 177 and 177 A, S.P. No: 331 and 331/1, in C.S. Plot No: 117 (P), Mouza: Kamdahari, J.L. No: 49, P.O: Garia, P.S: Bansdrani, Kolkata: 700084, within the limits of Ward No: 111, Kolkata Municipal Corporation do hereby solemnly declare, undertake and state as under:



*Somnath*

29 AUG 2025





1. That Dolly Mitra, Tarulata Kar, Alpana Dey, Sweta Nandy, Suparna Dey and Aparna Palit have the 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 the agreement between such owner and promoter for development of the real estate project is 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 promoter is 30<sup>th</sup> June, 2028.
4. That seventy per cent of the amounts realized by the 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 schedule 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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 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 utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That the promoter shall take all the pending approvals on time, from the competent authorities.
9. That the promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the 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.

Deponent



29 AUG 2025



### Verification

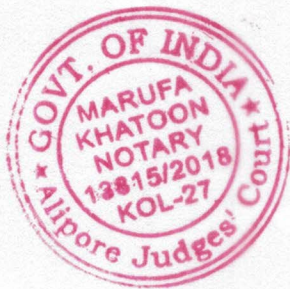
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.


Verified by me at Kolkata on this 21st day of August, 2025.

  
Deponent

Identified by me

  
**Debashish Choudhury**  
Advocate Advocate  
Alipore Judges' Court, Kol-700 027  
WB/229 1985



Signature Attested  
on identification  
  
**MARUFA KHATOON**  
Notary, Govt. of India  
Regd. No.- 13815/2018  
Alipore Judges' Court