

Sl.No. 138/23

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Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

AG 931676

FORM 'B'

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. MANISH RAI**, Partner of **NIRBHAY INFRA DEVELOPERS** Promoter of the proposed project/duly authorized by the promoter of the proposed project vide its/ his/their authorization dated 24th July 2023.

I, Manish Rai s/o Late Bashist Narain Rai, residing at Abhishek Apartment Arya Kanya Road, Asansol, Dist: Paschim Bardhaman West Bengal-713303, promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

That I / promoter have/ has a legal title to the land on which the development of the project is proposed

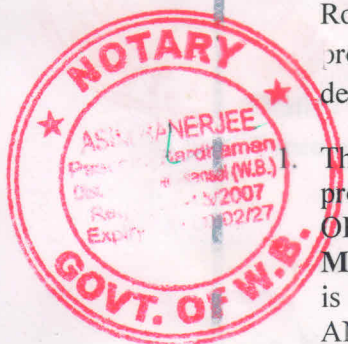
OR

Manish Rai is 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 the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

24 JUL 2023



PRADIP KR. PANJA
Stamp Vendor
Asansol Court
Lic. No.-3/92

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 31st Dec 2026.
4. That seventy per cent of the amounts realized 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 That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.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 That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion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 utilized 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 regulation 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.

NIRBHAY INFRA DEVELOPERS

X Mamit
Deponent **Partner**

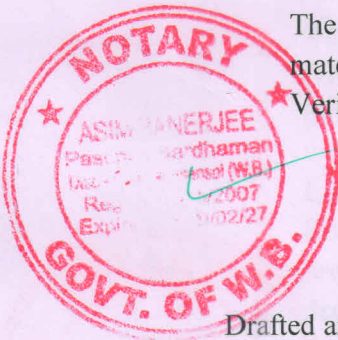
Verification

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 Asansol on this 24th July 2023.

NIRBHAY INFRA DEVELOPERS

X Mamit
Deponent **Partner**



Drafted and Prepared by me &
Typed in my office:

Advocate

En. No. WE-430/97

Solemnly confirmed & declared on
oath before on identification

ASIM BANERJEE
NOTARY Reg. No. 19/2007
Govt. of W.B. Asansol Court

24 JUL 2023