

# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

36AB 170100

19 NOV 2019

BEFORE NOTARY PUBLIC

Affidavit cum Declaration

I, Affidavit cum Declaration of M/s. P.B.R. Construction (hereinafter referred to as 'The Partnershi firm) a Proprietorship firm Promoter of the on-going project named **MARSA APARTMENT** kying and situated at Mouza Tarapukuria J.L.12, Sq 606, Khatian No.6, Municipal Holding No.49, within the local ambit of Panihatı municipality under Ward 8, South Station Road, P.s. Khardah, Dist.North24-Pgs, India.

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19 NOV 2019

No. .... Date .....

Name: B. K. Saha

Address: .....

P.S. ....

Dist. ....

Name of Treasury :- Barrackpore

Name of Vender :- RANA SUR

Date of Purchase .....

Total Amount .....

Signature of Vendor: [Signature]

15 NOV 2019

30AB 170100

WEST BENGAL

BEFORE NOTARY PUBLIC

Notary Public and Registrar

I, B. K. Saha do hereby declare that the above mentioned details are true and correct and I have not received any amount from the above mentioned person.

Witness my hand and seal at Barrackpore on this 19th day of November 2019.

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M/s. **P.B.R.Construction** (represented by its Proprietor, Mr. Biswajit Saha ), promoter of the on-going project, do hereby solemnly declare, undertake and state as under:

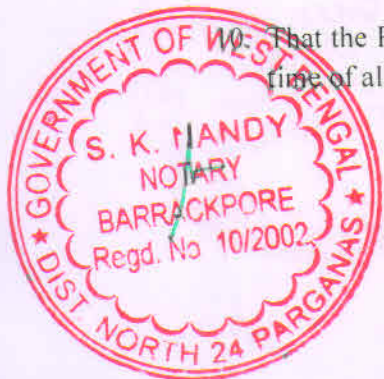
2. That the Firm has a legal title to the land on which the development of the on-going project is carried out by virtue of a Joint Development Agreement with 1) Sri Sankar Kanti Routh, 2) Ajay Kanti Routh, S/O-Late Sachindra Chandra Routh, 3) Sri Barun Bhardhan S/O-Late Krishna Jiban Bardhan, Bani Routh and 4) Gayatri Routh, D/O-Late Sachindra Chandra Routh, 5) Sri Sujit Kumar Routh, 6) Maya Routh, 7) Sheli Routh S/O & D/O -Late Sailendra Chandra Routh, and 8) Smt Pally Ghosh W/O-Sri Uttam Ghosh and 9) Smt Sukla Biswas W/O-Sri Prasanta Biswas.

*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.

3. That the said land is free from all encumbrances.
4. That the time period within which the project shall be completed by the Proprietorship Firm within the date of 20<sup>th</sup>. November of 2020.
5. That seventy per cent of the amounts realised by the Proprietorship 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.
6. 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.
7. 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 Proprietorship 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.
8. That the Proprietorship Firm shall take all the pending approvals on time, from the competent authorities.
9. That the Proprietorship Firm has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That the Proprietorship 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.




P B R CONSTRUCTION

*Biswajit Saha*  
Proprietor

19 NOV 2019

I, Sri Biswajit Saha , son of Suresh Chandra Saha , by Nationality Indian, by Occupation Business, residing at 54,Sarat Pally,P.O. -Belghoria, P. S. -Belghoria, in the District of North 24-Parganas,Kolkata-700056 WB. 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. P.B.R. Construction**


  
P.B.R. CONSTRUCTION  
Proprietor

Sri Biswajit Saha  
Proprietor

**Verification**

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

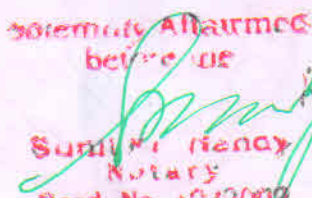
Verified by me at Kolkata on this 19<sup>th</sup> day of Nov. 2019

  
P.B.R. CONSTRUCTION  
Proprietor

Sri Biswajit Saha  
Proprietor

Solemnly affirmed before me on this 19<sup>th</sup> Day of Nov., 2019 at Kolkata.



Solemnly Affirmed  
before me  
  
S. K. Nandy  
Notary  
Regd. No. 10/2002

(NOTARY)

*Affirmed by me*  


19 NOV 2019