

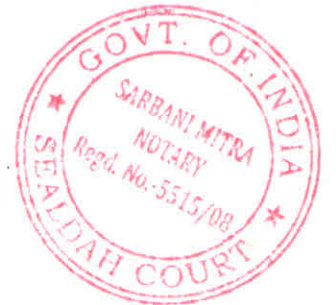


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

36AB 337828



Before the Notary Public
Govt. of India



Before the notary public at Sealdah
FORM 'A'

[See rule 3(2)]

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 (1) **SRI DULAL CHAKRABORTY** (2) **SRI UTTAM CHAKRABORTY** (3) **SRI BIPLAB CHAKRABORTY** all are sons of Late Dharendra Lal Chakraborty, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 54/2, Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North), Partners of the firm under the name and style of **M/S S.D. CONSTRUCTION**, having its registered office at Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North).

We, (1) **SRI DULAL CHAKRABORTY** (2) **SRI UTTAM CHAKRABORTY** (3) **SRI BIPLAB CHAKRABORTY** all are sons of Late Dharendra Lal Chakraborty, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 54/2, Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North), Partners of the firm under the name and style of **M/S S.D. CONSTRUCTION**, having its registered office at 307, Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata - 700 030, Dist- 24 Parganas (North), promoter of the proposed

M/s. S. D. CONSTRUCTION

Sarbani Mitra
08 SEP 2020
Partner

M/s. S. D. CONSTRUCTION

Dulal Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Biplab Chakraborty
Partner

project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

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

OR

"**SANTI APARTMENT PHASE-VIII**" have/has 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.

2. That the said land is free from all encumbrances.

OR

That details of encumbrances: We have entered into a a Development Agreement with (1) **SRI DULAL CHAKRABORTY** (2) **SRI UTTAM CHAKRABORTY** (3) **SRI BIPLAB CHAKRABORTY** all are sons of Late Dharendra Lal Chakraborty, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 54/2, Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North) in respect of Bastu land measuring 3 (Three) Cottha 8 (Eight) 1 (One) sq. ft. more or less, lying and situated at Mouza – Kalidaha, J.L. No. 23, R.S No. 16, Touzi No.1298/2833, Parganaa 55 Gram, Division- I, sub- Division- 16, R.S. Dag No. 4817, comprise in L.R. Dag No. 4817 under Khatian No. 42, under Khatian No. 753, being Municipal Holding No. 861, Premises No. 240/5, Sahid Khudiram Bose Sarani, (also known as Swamiji Sarani), Police Station Dum Dum, Kolkata – 700030, Municipal Ward No. 17, within the local limits of South Dum Dum Municipality, within the Jurisdiction of Additional District Sub-Registered office at Cossipore Dum Dum, in the District of 24 Parganas (North), details of any rights, title, interest or name of any party in or over such land. That the time period within which the project shall be completed by me/promoter is within **24 (Twenty four month)** i.e. 1st day of December, 2021.

4. That seventy per cent of the amount 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.

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 that I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered account 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 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.



08 SEP 2020

Deponent

M/s. S. D. CONSTRUCTION

Selal Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Uttam Chakraborty
Partner

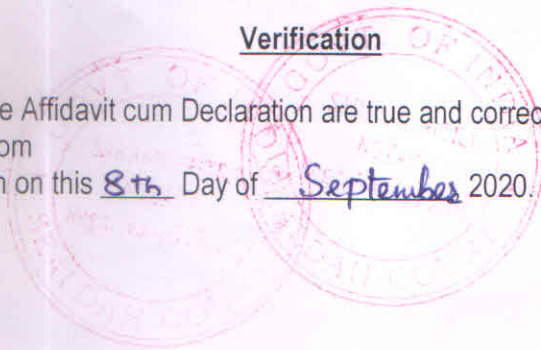
M/s. S. D. CONSTRUCTION

Biplab Chakraborty
Partner

Verification

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

Verified by me at Sealdah on this 8th Day of September 2020.



Deponent

Identify by me:

Debsundar Daripa

DEBSUNDAR DARIPA
(Advocate)
98/1, Dum Dum Road
Kolkata-700074

M/s. S. D. CONSTRUCTION
Debal Chakraborty
Partner

M/s. S. D. CONSTRUCTION
Abbas et al
Partner

M/s. S. D. CONSTRUCTION
Debal Chakraborty
Partner

Solemnly Affirmed &
Declared Before me
on Identification by.....

hm
SARBANI MITRA
NOTARY
Regd. No.-5515/08

08 SEP 2020