

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

89AB 958414

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

BEFORE THE NOTARY PUBLIC
AT BARASAT NORTH 24 PARGANAS

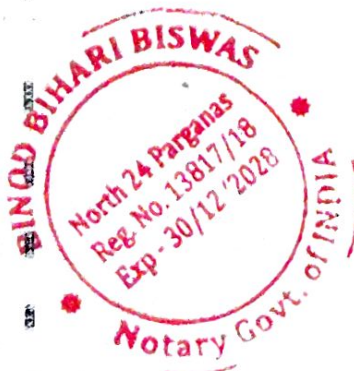
Notary Govt. of INDIA
354/26

SERIAL No. 02 MAR 2026

Affidavit cum Declaration

Affidavit cum Declaration of **SRISANJOY PATOWARI**, (PAN No. AMXPP5403H), sole proprietor of **M/s. BINAYAK CONSTRUCTION**, promoter of the proposed project "**BINAYAK HOUSE**" lying and situated at Premises No - 9, Bansdroni Govt. Colony, with Assessee No. - 31-113-05-0009-6, Under the Jurisdiction Of Kolkata Municipal Corporation Ward No - 113, Borough - Xi. P.O. &P. S.-Bansdroni, Kolkata - 700 070;

I, **SRI SANJOY PATOWARI**, (PAN No. AMXPP5403H), sole proprietor of **M/s. BINAYAK CONSTRUCTION**, promoter of the proposed project "**BINAYAK HOUSE**" lying and situated at Premises No - 9, Bansdroni Govt. Colony, with Assessee No. - 31-113-05-0009-6, Under the Jurisdiction Of Kolkata Municipal Corporation Ward No - 113, Borough - Xi. P.O. &P. S.- Bansdroni, Kolkata - 700 070, do hereby solemnly declare, undertake and state as under:



BINAYAK CONSTRUCTION

Sanjoy Patowari
Proprietor

02 MAR 2026

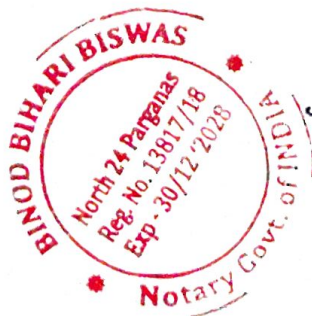
(2)

1. That(1) **SRI RAMA PRASAD CHAKRABORTY**, (2) **SRI SANTANU CHAKRABORTY**, (3) **SRI NANDAN BISWAS**, (4) **SRI DEEPANJAN BISWAS**, (5) **SMT. GOURI CHAKRABORTY**, (6) **SMT. PHULRANI CHAKRABORTY**, and (7) **SRI SUBHASISH CHAKRABORTY** have 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.
3. That the time period within which the project shall be completed by **M/s. BINAYAK CONSTRUCTION**/promoters is 31-05-2026.
4. That seventy (70) per cent of the amounts realised by **M/s. BINAYAK CONSTRUCTION** 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 utilised 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.



BINAYAK CONSTRUCTION

Sanjay Patozari
Proprietor

02 MAR 2026

(3)

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.

BINAYAK CONSTRUCTION

Sanjoy Patozari

Proprietor
Deponent

Verification

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

Verified by me at Kolkata on this 2nd day of March, 2026.

BINAYAK CONSTRUCTION

Sanjoy Patozari

Proprietor
Deponent

Identified by me.

Taba Malakar
Adv.

Advocate

TRUE COPY ATTESTED

[Signature]

BINOD BIHARI BISWAS
Notary Govt. of INDIA
Reg. No.: 13817/18



02 MAR 2026

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