

MAA DURGA CONSTRUCTION
LAND & BUILDING DEVELOPER

Office Address: 82/1 A.P.ADDYA LANE
P.O. SHEROAPHULI, P.S. SERAMPORE,
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DECLARATION

I, Dibyendu Koley, son of late Samar Nath Koley, by Religion- Hindu, by Occupation- Business, residing at: 82, A. P. Addya lane, P.O. Sheoraphuli, P.S. Serampore, dist. Hooghly, Pin- 712223, PAN NO. BLHPK5978A, solemnly affirm that the facts stated/declared below are true and correct to the best of my knowledge and belief and no material fact has been concealed.

It is hereby declared by Mr. Dibyendu Koley , Proprietor of **MAA DURGA CONSTRUCTION** a proprietorship firm, is dealing with the promotion and development of a land in to a multi-storied (G+4) building namely, **"SISIR KUNJA"**, which is lying and situated at Mouza- Sheroaphuli, J.L. No. 06, R.S. Dag No.4943 & 4944, corresponding to L.R. Dag No. 8263 & 8264, under R.S. Khatian No. 1953 & 1927 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under the ward No. 10 under Police station and A.D.S.R. Serampore, dist Hooghly, pin-712223, West Bengal, India.

- a) It is also hereby declared that the Developer/Vendor has not entered into any sale agreement with any third party and/or created any mortgage, sale and otherwise alienated of the said property or the same is not entangled with any court cases or the said property was acquisitioned and requisitioned by the Government and/or any other private authorities. The same is free from all encumbrances, charges and having marketable title. Subsequently if any defect of the title in respect of the property mentioned in the schedule

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written hereunder detected then the Developer/Vendor will compensate and/or reimburse all expenditure as well as the consideration money to the Intending-Purchaser, which was paid by the Intending-Purchaser to the Developer/Vendor at the time of conveyance, failing which the Intending-Purchaser has liberty to recover the said amount/costs from the Developer/Vendor under the process of law.

- (b) The Developer/Vendor further declares that the Developer/Vendor is the Power of Attorney holder of the absolute owner of the property namely, **M/S RAJ LAXMI CONSTRUCTION**, represented by its partners (1) **SRI SHYAMAL KUMAR BOSE**, (2) **SRI SAMIR DEY**, having no other co-sharer in the said property and the Developer/Vendor has only authority to sale the said property according to Developer/Vendor's own choice and even after sale of the said property if anyone and/or any legal heirs of the Developer/Vendor in any manner claim the said property, then they have no authority to claim or challenge it or if challenge at all, the same will be treated as null and void and after completion of conveyance in favour of the Intending Purchasers, the Intending Purchaser shall has absolute right to sale, mortgage, hypothecate, gift whatsoever in the manner Purchaser like may do it according to her own.

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