

Ref. No.

Date :

To
The Real Estate Regulatory Authority
West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park
Kolkata-700075

No Encumbrance Declaration

Dear Sir,
This is for your kind information that we are "AXIOM" developing a **G+III STD Residential Flat Type Building** named as – **"BRISHTI BILASH "** Location at 760/2, Arabindapally (Nari Colony), Hafijullah Berh, **Land Class Bastu , Land Area – 401. 29 Sqmt., Mouza – Nari , JL No.- 70, RS Plot NO. 522, LR Plot No – 1239, RS. Khatian No.- 2612, LR Khatian No. 9935, L.O.P.- 73 , Holding No – 410, Ward No- 8, Mahalla – HAFIJULLAH BERH , P.O. - Burdwan, PS.- Burdwan, Dist.- Purba Bardhaman, PIN- 713101, Within the limits and under of Burdwan Municipality.**

This is to certify that there is **no encumbrance** whatsoever on the land in which development is proposed including any right, title and interest or name of any party in or over such land along with details is as follows ;

The Promoter hereby represents and warrants to the Allottee as follows: The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project; The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; There are no encumbrances upon the said Land or the Project;

In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment; All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas; The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement; The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be;

The above mentioned Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottee or the competent authority, as the case may be;

Thanking You.

For ,

"AXIOM"

AXIOM
Gopal Bardhan
PARTNER

.....
(GOPAL BARDHAN)