

DEED OF CONVEYANCE

**This Deed of Conveyance executed on this...day of.....,
20.....,**

B E T W E E N

SRI KRISHNENDU DEY, Son of Late Basudeb Dey, by occupation Business, by faith Hindu (Indian Citizen), PAN – AVBPD5374N, resident of Moran Road, Tematha Shibtala, P.O. Gondalpara, P.S. Chandannagar, District Hooghly, PIN 712137, hereinafter referred to as the **LAND OWNER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, successors, administrators, representatives and assigns) of the **ONE PART**

A N D

SIDDHI VINAYAK REALTOR

PARTNER

“SIDDHI VINAYAK REALTORS”, PAN- AFLFS5805F, having its office at Holding No. 186, Sitalatala, P.O. Khalisani, P.S. Bhadreswar, District Hooghly, PIN 712138, represented by its **(1) SRI SUBHRAJIT MUKHERJEE**, Son of Sri Gorachand Mukherjee, by occupation Business, by faith Hindu (Indian Citizen), PAN – AITPM5296M, resident of Bishalaxmitala, Champatala, P.O. Khalisani, P.S. Bhadreswar, District Hooghly, PIN 712138, **(2) SRI KRISHNENDU DEY**, Son of Late Basudeb Dey, by occupation Business, by faith Hindu (Indian Citizen), PAN – AVBPD5374N, resident of Moran Road, Tematha Shibatala, P.O. Gondalpara, P.S. Chandannagar, District Hooghly, PIN 712137 and **(3) SRI SOUMYAJIT MUKHERJEE**, Son of Sri Gorachand Mukherjee, by occupation Business, by faith Hindu (Indian Citizen), PAN – ASJPM2236P, resident of Bishalaxmitala, Champatala, P.O. Khalisani, P.S. Bhadreswar, District Hooghly, PIN 712138, hereinafter referred to as the **DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include its successors, administrators, representatives and assigns) of the **SECOND PART**.

AND

..... , son of, Epic No.
....., PAN, AADHAAR , by
faith Hindu (Indian Citizen), by Profession Service, residing at
....., P.O. , P.S....., District Hooghly,
PIN -, hereinafter referred to as the **ALLOTTEE/**
PURCHASER (which terms and expressions shall unless
excluded by or repugnant to the subject or context be deemed
to include her heirs, successors, administrators,
representatives and assigns) of the **THIRD PART**.

WHEREAS the property as describes in the schedule herein
below originally belonged to Sailendra Nath Dey having right,
title, interest and possession.

AND WHEREAS said Sailendra Nath Dey died on 09.01.2005
leaving behind his wife Bimala Bala Dey, four sons namely
Narayan Chandra Dey, Ramkrishna Dey, Shyam Sundar Dey,
Basudeb Dey and three daughters namely Lekha Paul, Chabi
Kundu, Prativa Seth having right, title, interest and
possession.

AND WHEREAS thereafter said Bimala Bala Dey died on
01.04.2014 leaving behind four sons namely Narayan Chandra

Dey, Ramkrishna Dey, Shyam Sundar Dey, Basudeb Dey and three daughters namely Lekha Paul, Chabi Kundu, Prativa Seth having right, title, interest and possession.

AND WHEREAS thereafter said Shyam Sundar Dey died on 27.11.2018 leaving behind his wife namely Mousumi Dey as his only legal heirs. Be it mentioned here that the entitlement of Shyam Sundar Dey, since deceased to the extent of 1/7th share over the property as describe in the schedule herein below devolved upon said Mousumi Dey.

AND WHEREAS said Prativa Seth died on 01.01.2019 leaving behind her husband namely Nemai Chandra Sett and two daughters Moumita Kundu and Arpita Seth. Be it mention here that the entitlement of Prativa Seth since deceased to the extent of 1/7th share over the property as describe in the schedule herein below devolved upon Nemai Chandra Sett, Moumita Kundu and Arpita Seth.

AND WHEREAS said Basudeb Dey died on 04.09.2020 leaving behind his wife Sandhya Dey and only son Krishnendu Dey as his legal heirs. Be it mentioned here that the entitlement of Basudeb Dey, since deceased to the extent of 1/7th share over

the property as describe in the schedule herein below devolved upon Sandhya Dey and Krishnendu Dey.

AND WHEREAS thereafter Narayan Chandra Dey, Ramkrishna Dey, Mousumi Dey (Wife of Late Shyam Sundar Dey), Sandhya Dey (Wife of Late Basudeb Dey), Krishnendu Dey (Son of Late Basudeb Dey), Lekha Paul, Chabi Kundu, Nemai Chandra Sett, Moumita Kundu, Arpita Seth have become the joint owners of the property as describe in the schedule herein below.

AND WHEREAS thereafter said Lekha Paul, Chabi Kundu, Nemai Chandra Sett, Arpita Seth, Moumita Kundu transferred their respective shares over the property as describe in the schedule herein below measuring about 0.0343 acre approximately in favour of Narayan Chandra Dey, Ramkrishna Dey, Mousumi Dey, Sandhya Dey and Krishnendu Dey, by way of a Deed of Gift being no. 060110578 for the year 2023, registered in Book No. I, Volume No. 0601-2023, Page from 195995 to 196020 registered at D.S.R. I Hooghly.

AND WHEREAS thereafter said Narayan Chandra Dey, Ramkrishna Dey, Mousumi Dey, Sandhya Dey and Krishnendu Dey, have become the joint owners of the property as describe in the schedule herein below.

AND WHEREAS thereafter Narayan Chandra Dey, Ramkrishna Dey, Mousumi Dey, Sandhya Dey transferred their respective share over the property as describe in the schedule herein below in favour of Krishnendu Dey, the **LAND OWNER** herein by way of a Deed of Gift being no. 060100674 for the year 2024, registered in Book No. I, Volume No. 0601-2024, Pages from 17904 to 17924 registered at D.S.R. I Hooghly.

AND WHEREAS said Krishnendu Dey i.e. the **LAND OWNER** herein became the absolute owner of the property as describe in the schedule herein below having right, title, interest and possession.

AND WHEREAS thereafter said Krishnendu Dey, the **LAND OWNER** herein mutated his name in the L.R. Record of Rights and also recorded his name in the Assessment Record of Chandernagore Municipal Corporation and thereby paying rents and taxes to the respective authorities.

AND WHEREAS the **LAND OWNER** herein applied for the conversion of the land in respect to the property as described in the schedule herein below from Bagan to Bastu which was subsequently approved by the concern authority vide

Certificate of Conversion being Memo No. IX-2/240/SNG/(KHA)/2024 dated 09.07.2024.

AND WHEREAS the **LAND OWNER** herein with an intention to construct a building or multi-storied building over the said property specifically as mentioned in the schedule herein below approached the **DEVELOPER**.

AND WHEREAS the **DEVELOPER** having experience in developing lands and constructing multi-storied buildings, apartments, flats etc., agreed to develop the said land for promoting, developing and constructing multi-storied building, apartment with an object of selling different kinds of self-contained residential flats or units and shops according to the sanctioned plan as approved by the appropriate Office of Chandernagore Municipal Corporation agreed to develop the said land as per the sanctioned plan being Building Permit No. SWS-OBPAS/1806/2024/0515 dated 27.09.2024, and thereafter entered into a Development Agreement registered at the Additional District Sub Registrar, Chandannagore vide Deed No. for the year 2025, recorded in Book No. I, Vol. No. 0604-2025, pages from to for the

purpose of the **DEVELOPMENT Work** over the said property as describe in the schedule “**A**” herein below.

AND WHEREAS the **LAND OWNER** also executed a General Power of Attorney after Registered Development Agreement at the office of the Additional District Sub Registrar, Chandannagore and recorded therein in Book No. I, Vol. No. 0604-2025, pages from to being No. for the year **2025** and appointed the **DEVELOPER /PROMOTER** herein as her true and lawful constituted attorney empowering them with various power, authority, inter-alia, rights and authorities to enter into Agreement for Sale and to register Deed of Conveyance with the Intending Purchaser(s) or Purchaser(s) of their choice and to receive earnest or total consideration money from them regarding their allocation i.e. **Developer’s Allocation.**

AND WHEREAS in pursuance of the said Development Agreement and Development Power of Attorney after Registered Development Agreement, the **DEVELOPER/PROMOTER** herein employed technical knowhow to construct a multistoried storied building named as “.....” hereinafter referred to as the said building/project over the property as described in the schedule “**A**” herein below as per building Plan being Building Permit No. SWS-OBPAS/1806/2024/0515 dated 27.09.2024 sanctioned by the Chandannagore Municipal Corporation.

AND WHEREAS The **DEVELOPER/PROMOTER** herein is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title and interest of

the **DEVELOPER/PROMOTER** regarding the said land on which Project is to be constructed.

AND WHEREAS the Chandernagore Municipal Corporation has granted the commencement certificate to develop the Project.

AND WHEREAS the **DEVELOPER/PROMOTER** has already obtained the sanction plan for the said Project from Chandernagore Municipal Corporation. The **DEVELOPER/PROMOTER** agree and undertake that it shall not make any changes to the layout plans.

AND WHEREAS the **DEVELOPER/PROMOTER** has registered the said Project under the provisions of the Real Estate Regulatory Authority vide Registration no. **WBRERA/.....**

AND WHEREAS the **DEVELOPER/PROMOTER** herein has constructed a multistoried building upon the said land as describe in the schedule “A” herein below as per the said building Plan sanctioned by the Chandannagore Municipal Corporation.

AND WHEREAS the **DEVELOPER/PROMOTER** herein is fully competent to enter into a Deed of Sale in respect to the Developer’s Allocation and all the legal formalities in respect to the right, title and interest of the **DEVELOPER/PROMOTER** regarding the said land on which Project has been constructed.

AND WHEREAS the **PURCHASER/ALLOTTEE** herein with an intention to buy a property in the said building/project entered into a registered Agreement for Sale in respect to the property as described in the schedule “B” herein below belongs to the Developer's Allocation on ----- which was registered at ----- vide Deed No. -----

---- for the year -----, recorded in Book No. ---, Vol. No. -----, pages from ----- to -----.

AND WHEREAS it was specifically agreed by and between the parties that after completion of the said project and obtaining the completion and/or occupation certificate the **DEVELOPER/ PROMOTER** shall execute the Deed of Sale in respect to the property as described in the schedule “B” herein below in favour of the **PURCHASER** herein.

AND WHEREAS accordingly after completion of the said project and obtaining the completion and/or occupation certificate the **DEVELOPER/ PROMOTER** has informed the **PURCHASER** and the **PURCHASER** is willing to pay the rest amount being specifically mentioned in the Memo hereunder and the parties herein execute and registered this Deed of sale.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **THAT** subject to the terms and conditions as detailed in this indenture, the **DEVELOPER/PROMOTER** agrees to sell to the **ALLOTTEE** or **PURCHASER** and the **ALLOTTEE** or **PURCHASER** hereby agrees to purchase, the property as described in the Schedule “B” herein below, hereinafter referred to as the said property. The Total Price for the said property as describe in the Schedule “B” herein below based on the carpet area is Rs.

AND THAT the Total Price above includes the booking amount paid by the **ALLOTTEE** and or **PURCHASER** to the **DEVELOPER/PROMOTER** towards the said property as described in the Schedule “B” herein below; **AND THAT** the Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, CGST, if any as per law, or any

other similar taxes which may be levied, in connection with the construction of the Project payable by the **DEVELOPER/PROMOTER**) up to the date of handing over the possession of said property as described in the Schedule “**B**” herein below:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **ALLOTTEE** or **PURCHASER** to the **DEVELOPER/PROMOTER** shall be increased/reduced based on such change / modification;

AND THAT the Total Price of the said property as describe in the Schedule “**B**” herein below includes: 1) pro rata share in the Common Areas as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the **ALLOTTEE** or **PURCHASER** hereby agrees to pay, due to increase on account of development charges payable and others to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **DEVELOPER/PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTTEE** or **PURCHASER** for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the **ALLOTTEE** or **PURCHASER**, which shall only be applicable on subsequent payments.

AND THAT the **DEVELOPER/PROMOTER** has acknowledged that the **DEVELOPER/PROMOTER** has not made any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building.

AND THAT the **DEVELOPER/PROMOTER** agrees and acknowledges

that the **ALLOTTEE** or **PURCHASER** shall have exclusive ownership of the said property as describe in the Schedule "B" herein below.

AND THAT the **DEVELOPER/PROMOTER** further agrees and acknowledges that the **ALLOTTEE** or **PURCHASER** shall also have undivided proportionate share in the Common Areas. Since the share / interest of the **ALLOTTEE** or **PURCHASER** in the Common Areas is undivided and cannot be divided or separated, the **ALLOTTEE** or **PURCHASER** shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the **ALLOTTEE** or **PURCHASER** to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the **DEVELOPER/PROMOTER** shall convey undivided proportionate title in the common areas to the association of the **ALLOTTEE** or **PURCHASER**.

AND THAT the **DEVELOPER/PROMOTER** agrees and acknowledges that the computation of the price of the said property as describe in the Schedule "B" herein below includes recovery of price of land, construction cost, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

AND THAT it is made clear by the **DEVELOPER/PROMOTER** and the **ALLOTTEE** or **PURCHASER** agrees that the property as describe in the Schedule "B" herein below shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other

project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the **ALLOTTEE** or **PURCHASER**. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **ALLOTTEE** or **PURCHASER** of the Project.

1. **THAT** the **ALLOTTEE** or **PURCHASER** has seen the specifications of the said property as describe in the Schedule "B" herein below and accepted the Payment Schedule, floor plans, layout plans which has been approved by the competent authority, as represented by the **DEVELOPER/ PROMOTER**.

2. **THAT** the **DEVELOPER/PROMOTER** has developed the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms, the **DEVELOPER/PROMOTER** has abided by such plans approved by the competent Authorities and shall also strictly abide by the other provisions in force and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Provision of Law.

3. **THAT** moreover upon obtaining the occupancy certificate from the competent authority the **DEVELOPER/PROMOTER** has offered in writing the possession of the property as described in the schedule "B" herein below, to the **ALLOTTEE** or **PURCHASER**. That the **ALLOTTEE** or **PURCHASER** agree(s) to pay the maintenance charges as determined by the **DEVELOPER/PROMOTER**/association of allottees, as the case may be.

4. **THAT** upon receiving a written intimation from the **DEVELOPER/PROMOTER** the **ALLOTTEE** or **PURCHASER** has agreed to register the Deed of Sale and take possession of the property as

describe in the Schedule “B” from the **DEVELOPER/PROMOTER** by executing necessary formalities, undertakings and such other documentation.

5. **THAT** the **DEVELOPER/PROMOTER** shall compensate the **ALLOTTEE** or **PURCHASER** in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed and the claim for compensation under shall not be barred by limitation provided under any law for the time being in force.

6. **THAT** the **DEVELOPER/PROMOTER** hereby represents and warrants to the **ALLOTTEE** or **PURCHASER** that,

(i) The **DEVELOPER/PROMOTER** has the absolute rights to carry out development work upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The **DEVELOPER/PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the said property;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and the property are valid and subsisting and have been obtained by following due process of law. Further, the **DEVELOPER/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 the said property and common areas;

(vi) The **DEVELOPER/PROMOTER** has the right to execute this Deed and has not committed or omitted to perform any actor thing, whereby

the right, title and interest of the **ALLOTTEE** or **PURCHASER** created herein, may prejudicially be affected;

(vii) The **DEVELOPER/PROMOTER** has not entered into any agreement for sale and other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said property which will, in any manner, affect the rights of the **ALLOTTEE** or **PURCHASER**;

(viii) The **DEVELOPER/PROMOTER** confirms that the **DEVELOPER/PROMOTER** is not restricted in any manner whatsoever from selling the said the property as describe in the Schedule “B” herein below to the **ALLOTTEE** or **PURCHASER**. Be it mentioned here that the **DEVELOPER/PROMOTER** herein handover lawful, vacant, peaceful, physical possession of the said property as describe in the Schedule “B” herein below to the **ALLOTTEE** or **PURCHASER** and the common areas to the Association of the **ALLOTTEE** and or **PURCHASER**;

(ix) The 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;

(x) The **DEVELOPER/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;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **DEVELOPER/PROMOTER** in respect of the said Land and/or the Project;

(xii) That the property is not Debuttar and Waqf property.

7. **THAT** the **DEVELOPER/PROMOTER**, after obtaining occupancy certificate and on receipt of complete amount of the Price of the said property from the **ALLOTTEE** or **PURCHASER** execute this conveyance deed and convey the title of the said property together with proportionate indivisible share in the Common Areas to the **ALLOTTEE** or **PURCHASER**.

8. **THAT** the **DEVELOPER/PROMOTER** shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the **ALLOTTEE** or **PURCHASER**. The cost of such maintenance has been included in the Total Price of the said property as describe in the Schedule "B" herein below.

9. **THAT** the **ALLOTTEE** or **PURCHASER** hereby purchase the said property on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of **ALLOTTEE** or **PURCHASER** (or the maintenance agency appointed by it) and performance by the **ALLOTTEE** or **PURCHASER** of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of **ALLOTTEE** or **PURCHASER** from time to time.

10. **THAT** the **DEVELOPER/PROMOTER**/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the **ALLOTTEE** or **PURCHASER** agrees to permit the association of allottees and/or maintenance agency to enter into the said property as describe in the

Schedule "B" herein below or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

11. THAT the service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer and other permitted uses as per sanctioned plans. The **ALLOTTEE** or **PURCHASER** shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

12. THAT the **ALLOTTEE** or **PURCHASER** shall, after taking possession, be solely responsible to maintain the said property as describe in the Schedule "B" herein at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said property, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said property and keep the said property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13. THAT the **ALLOTTEE** or **PURCHASER** further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

14. THAT the **ALLOTTEE** or **PURCHASER** shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

15. THAT the **ALLOTTEE** or **PURCHASER** shall also not store any hazardous or combustible goods in the said property as describe in the Schedule “B” herein below or place any heavy material in the common passages or staircase of the Building.

16. THAT the **ALLOTTEE** or **PURCHASER** shall also not remove any wall, including the outer and load bearing wall of the said property as describe in the “B” Schedule herein below.

17. THAT the **ALLOTTEE** or **PURCHASER** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **DEVELOPER/PROMOTER** and thereafter the association of allottees and/or maintenance agency appointed by association of allottees.

18. THAT the **ALLOTTEE** or **PURCHASER** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. THAT the **ALLOTTEE** or **PURCHASER** is purchasing the said property as describe in the Schedule “B” herein below with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.

20. THAT the **ALLOTTEE** or **PURCHASER** hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said property, all the requirements, requisitions, demands and repairs which are required by any competent Authority at his/ her own cost.

21. THAT the **DEVELOPER/PROMOTER** undertakes that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the

competent authority(ies) except for as provided in the Act.

22. THAT after the **DEVELOPER/PROMOTER** executes this Deed they shall not mortgage or create a charge on the said property / Apartment / Plot / Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **ALLOTTEE** or **PURCHASER** who has taken such property as describe in the Schedule “B” herein below.

23. THAT the **DEVELOPER/PROMOTER** has assured the **ALLOTTEE** or **PURCHASER** that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

24. THAT this Agreement may only be amended through written consent of the Parties.

25. THAT to all intents and purposes it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally applicable to and enforceable against any subsequent the **ALLOTTEE or PURCHASER** thereafter of the said property, in case of a transfer, as the said obligations go along with the said property.

26. THAT if any provision of this Deed is determined to be void or unenforceable under any law, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

27. THAT it is stipulated that the **ALLOTTEE** or **PURCHASER** has to

make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said property bears to the total carpet area of all the Flats/units or the property in the said Project.

28. THAT the Parties to the Deed hereby agreed that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. THAT the property as describe in the Schedule “B” herein below is the part of **DEVELOPER/PROMOTER’S ALLOCATION**.

30. THAT all notices to be served on the **ALLOTTEE** or **PURCHASER** and the **DEVELOPER/PROMOTER** as contemplated by this Deed shall be deemed to have been duly served if sent to the **ALLOTTEE** or **PURCHASER** or the Promoter by Registered Post at their respective addresses.

31. THAT in case there are Joint **ALLOTTEE** or **PURCHASER** all communications shall be sent by the **DEVELOPER/PROMOTER** to the **ALLOTTEE** or **PURCHASER** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **ALLOTTEE** or **PURCHASER**.

32. THAT the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

33. THAT all or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the

interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016**.

THE SCHEDULE ABOVE REFERRED TO :
(LAND)

District and District Sub-registrar Office Hooghly, Additional District Sub Registry Office Chandannagore, P.S. and Mouza Chandannagore, J.L. No. 1, Sheet No. 22, R.S. Dag corresponding to L.R. Dag No. 19, L.R. Khatian No. 3506, Bastu Land, measuring about 4 (Four) Cottahs 13 (Thirteen) Chittaks 20 Sq.ft or 0.080 acre (more or less) situated at Hazinagore Road (South), Ward No. 23, Holding No. 126, under Chandannagore Municipal Corporation.

The property is butted and bounded by: -

ON THE NORTH : Hazinagore Road (South).

ON THE SOUTH : Holding of Mr. Shibshankar.

ON THE EAST : Property of Amal Dasgupta.

ON THE WEST : 6' feet wide Common Passage.

THE SCHEDULE "B": DESCRIPTION OF THE PROPERTY

DESCRIPTION OF THE FLAT : ALL THAT one Flat being no. ".....", situated in the South-Western side of the Third Floor, measuring about **Carpet Area Sq.Ft or Sq.Ft. Covered Area and Balcony Area Sq.Ft.** be a little more or less in the Multistoried building known as ".....", constructed on the **"A"** Schedule above together with undivided proportionate share in the said land including proportionate share of Common Portions, areas and facilities attach thereto together with Common Expenses etc.

The said Flat is shown by **RED** lines in the plan or map annexed herewith and the said plan or map shall be regarded as the part and parcel of this Deed.

THE PROPERTY IS BUTTED & BOUNDED BY :-

On the North :-

On the South :-

On the East :-

On the West :-

IN WITNESSES WHEREOF the **LAND OWNER, INTENDING PURCHASER/ALLOTTEE** and the **DEVELOPER/PROMOTER** have hereunder set subscribe their respective hands and seals on the day, month and year first above mentioned.

**SIGNATURE OF THE LAND OWNER/
FIRST PART**

**SIGNATURE OF THE DEVELOPER/
SECOND PART**

**SIGNATURE OF THE PURCHASER/
ALLOTTEE/THIRD PART**

MEMO OF CONSIDERATION

Received Rs...../- (Rupees.....) only as earnest money out of total consideration money of Rs...../- (Rupees) only plus goods and service Tax in the following manner and in front of the following witnesses,

Sl.	Cheque no.	Date	Bank	Branch	Amount Rs.	GST Rs.
1.						
2.						
3.						
4.						

IN WITNESSES WHEREOF the parties hereto have sets and subscriber their respective hands and seals the day month and year above written.

SIDDHI VINAYAK REALTOR

PARTNER

**SIGNATURE OF THE DEVELOPER/
SECOND PART**

SIGNED, SEALED, AND DELIVERED

in presence of:

1.

2.

DRAFTED BY

ADVOCATE

COMPUTER TYPED BY

TYPIST