

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of
.....**Two Thousand Twenty Four (2024).**

BETWEEN

BY AND BETWEEN

- (1) **HAFIJUL MONDAL (PAN - BINPM8381E)(Aadhaar no. 3380 6990 7026)** son of Late Dinmahammad Mondal , by faith Muslim , by occupation - Business , by Nationality Indian , residing at Vill . Kandarpapur, P.O. Garia, former Police Station Sonarpur now P.S. Narendrapur, Kolkata - 700084, Dist. South 24 - Parganas,
- (2) **FARHAT SAIN MONDAL (PAN - CRMPM4906Q) (Aadhaar No.7282 4714 7023)**, wife of Hafijul Mondal, by faith - Muslim, by occupation - Business, by Nationality Indian, residing at Vill . Kandarpapur, P.O. Garia , former Sonarpur now P.S. Narendrapur , Kolkata 700084 , Dist . South 24 - Parganas,
- (3) **MD.NIAZUDDIN, (PAN - ADWPN8294Q) (AADHAAR NO. 4410 9212 3287)** son of Mohammad Jamaluddin, by faith - Muslim, by occupation - Business, by Nationality - Indian, residing at Vill. Kandarpapur, P.O. Garia, former Police Station - Sonarpur now P.S. Narendrapur, Kolkata 700084, Dist. South 24 Parganas, and
- (4) **SYEDA NURJABI, (BKEPN1673D) (Aadhaar No.3299 4610 7743)**, wife of Md. Niazuddin, by faith - Muslim, by occupation - Business, by Nationality Indian, residing at Vill. Kandarpapur, P.O. Garia, former Police Station - Sonarpur now P.S. Narendrapur, Kolkata - 700084, Dist. South 24 - Parganas, (1) to (4) hereinafter collectively and jointly called and referred to as the " **OWNERS/VENDORS**" (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART.**,

AND

MR. _____ (**PAN -** _____) & (**AADHAAR NO -** _____), son of _____, by faith- _____, by occupation - _____, residing at _____, hereinafter called and referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART.**

AND

ONYX DEVCONS PRIVATE LIMITED (PAN- AAECO0066B) A COMPANY , registered under the Companies Act , 2013 (18 of 2013) having it's registered office at Vill . Kandarpapur , P.O. Garia , former Police Station Sonarpur now P.S. Narendrapur , Kolkata - 700084 , Dist . South 24 - Parganas , having been represented by it's Authorized Signatory namely (1) **HAFIJUL**

MONDAL (PAN BINPM8381E) , (Aadhaar no.3380 6990 7026 son of Late Dinmahammad Mondal , by faith - Muslim , by occupation Business , by Nationality - Indian , residing at Vill . Kandarpapur , P.O. Garia , former Police Station Sonarpur now P.S. Narendrapur , Kolkata - 700084 , Dist . South 24 - Parganas and (2) MD.NIAZUDDIN , (PAN - ADWPN8294Q) (AADHAAR NO . 4410 9212 3287) son of Mohammad Jamaluddin , by faith - Muslim , by occupation - Business , by Nationality - Indian , residing at Vill . Kandarpapur , PO . Garia , former Police Station, hereinafter referred to as the **“Promoter/Developer”**(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **THIRD PART.**

The Owners and Promoter/Developer and Allottee/s shall hereinafter collectively be referred to as the parties and individually as a “party”.

Whereas:

A. WHEREAS One Sahajuddin Mondal was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of sali land measuring 48 decimals comprised in Dag No.4017, out of which 28 decimals in R.S. Khatian No.945 and 20 decimals in R.S. Khatian No.1724 situated at Mouza Barhans Fartabad, J.L.No.47, Pargana Medanmalla, under Touzi No.109, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward No.28, under P.S. Sonarpur, in the District of 24-Parganas, since South 24-Parganas, by paying the usual rents and taxes to the authorities concerned and his name was recorded in the finally published Revisional Settlement Records of Rights as the absolute owner thereof.

AND WHEREAS the said Sahajuddin Mondal by a Deed of Sale, dated 16.6.1969, registered in the office of Sub- Registrar at Sonarpur and recorded in Book No.1, Deed No.938 for the year 1969, sold, transferred and conveyed a portion of the said land measuring 6 decimals comprised in Dag No.4017 appertaining to R.S. Khatian No.945, situated at said Mouza - Barhans Fartabad, morefully described in the schedule hereunder written unto and in favour of one Year Ali Laskar for a valuable consideration mentioned therein.

AND WHEREAS by a Deed of sale, dated 19.12.1963, registered in the office of Sub-Registrar at Baruipur and recorded in Book No.I, Deed No. 12519 for the year 1963, the said Sahajuddin Mondal further sold

transferred and conveyed a portion of the said land measuring 34 decimals comprised in Dag No.4017 under R.S. Khatian No. 1724, situated at Mouza Barhans Fartabad, unto and in favour of one Sri Nadiar Chand Pal for a valuable consideration mentioned therein.

AND WHEREAS the said Sahajaddin Mondal by an another Deed of Sale, dated 13.05.1968, registered in the office of Sub-Registrar at Baruipur and recorded in Book No.1, Deed No.777, for the year 1968, sold, transferred and conveyed another portion of the said land measuring 16 decimals comprised in Dag No.4017 out of which 6 decimals in R.S. Khatian No.945 and 10 decimals in R.S. Khatian No.1724, situated at said Mouza Barhans Fartabad, morefully described in the Schedule hereunder written unto and in favour of one Haran Ali Laskar, for a consideration mentioned therein.

AND WHEREAS while the said Sahajaddin Mondal was enjoying and possessing the balance land, died intestate leaving behind him surviving his three sons namely Golam Bari Mondal, Ashraf Ali Mondal and Piar Ali Mondal and one wife namely Jangali Bibi and three daughters namely Jabeda Bibi, Manijan Bibi and Hajari Bibi alias Harani Bibi, who jointly inherited the said balance and/or retained land left by the said deceased Sahajaddin Mondal as per the Sunni School of Mohammedan Law, of Succession.

AND WHEREAS by a Deed of Conveyance, dated 19.2.1970, registered in the office of Sub-Registrar at Sonarpur and recorded in Book No.I, Deed No.434 for the year 1970, the said Year Ali Laskar sold, transferred and conveyed his purchased land measuring 6 decimals comprised in Dag No.4017 under R.S. Khatian No.945, situated at said Mouza Barhans Fartabad, morefully described in the Schedule hereunder written unto and in favour of one Deen Mohammad Mondal, son of Late Belat Ali Mondal for a valuable consideration mentioned therein.

AND WHEREAS the said Nadiar Chand Pal also sold, transferred and conveyed his aforesaid purchased land measuring 03¼ decimals in Dag No.4017 under R.S. Khatian No.1724, at said Mouza Barhans Fartabad, more particularly mentioned in the Schedule hereunder written, unto and in favour of said Deen Mohammad Mondal is under

a Deed of sale, dated 10.1.1970, registered at Sub-Registry office, Sonarpur and recorded in Book No.I, Deed No.58 for the year 1970.

AND WHEREAS the said Haran Ali Laskar jointly with the legal heirs and successor of said deceased Sahajaddin Mondal, namely Hajari Bibi alias Harani Bibi, sold their respective land altogether measuring 33 decimals (16 decimals of land of Haran Ali Laskar and 17 decimals of land of Hajari Bibi who acquired the same by way of inheritance), in Dag No.4017 out of which 13 decimals in R.S. Khatian No.945 and 20 decimals in R.S. Khatian No.1724, at said Mouza Barhans Fartabad, morefully described in theSchedule hereunder written by a deed of sale, dated 16.12.1969, registered at Sub-Registry office at Sonarpur and recorded in Book No.I, Deed No.2456 for the year 1969, unto and in favour of said Deen Mohammad Mondal for a valuable consideration mentioned therein.

AND WHEREAS the remaining legal heirs of said deceased Sahajaddin Mondal, namely Golam Bar Mondal, Ashraf Ali Mondal, Piar Ali Mondal, Jangali Bibi, Jabeda Bibi and Manijan Bibi jointly sold, transferred and conveyed the land measuring 5% decimals in Dag No.4017 out of which 3 decimals in R.S. Khatian No.945 and 24 decimals in R.S. Khatian No.1724, situated at said Mouza Barhans Fartabad, morefully mentioned in the Schedule hereunder written, by a Deed of Conveyance, dated 19.2.1970, registered in the office of Sub-Registrar at Sonarpur and recorded in Book No.I, Deed No.436 for the year 1970, unto and in favour of said Deen Mohammad Mondal for a valuable consideration contained therein.

AND WHEREAS by way of purchase under several deeds of conveyance, as stated hereinabove, the said Deen Mohammad Mondal became the owner of said land measuring 48 decimals comprised in Dag No.4017 in R.S. Khatian Nos.945 and 1724 at said Mouza Barhans Fartabad, morefully mentioned in the Schedule hereunder written.

AND WHEREAS by an Agreement for sale, dated 14.11.1995, made between the said Deen Mohammad Mondal and M/s. Gulmohar Land & Housing Development Company, having its office at 24-C, Bright Street, Kolkata 700 017, wherein the said Deen Mohammad Mondal agreed to sell the said land to said Company and/or its nominee or nominees and confirmed inter alia tight to negotiate with any

intending purchaser or purchasers and divided the said land into several small plots by preparing a lay-out plan.

AND WHEREAS the said Company namely M/s. Gulmohar Land & Housing Development Company formulated a Scheme Plots for the residential purpose under the name and style of Gulmohar Park upon developing the said land in various aspect.

AND WHEREAS by a Deed of Sale, dated 23.06.1999, made between said Deen Mohammad Mondal and said M/s. Gulmohar Land and Housing Development Company as the Developer/ Confirming Party and the Vendor therein therein referred to as the Purchaser, and the said Deen Mohammad Mondal sold, transferred and conveyed ALL THAT a piece and parcel of land measuring 20 decimals equivalent to 12 Cottahs be the same a little more or less out of said 48 decimals in Dag No.4017 appertaining to R.S. Khatian No.945 and 1724, situated at said Mouza Barhans Fartabad, being marked and identical as Plot No.NA-3, under Phase -I, of Gulmohar Park, morefully described in the Schedule hereunder written, unto and in favour of M/s. Gulmohar Land and Housing Development Company confirmed the said sale made by the said Deen Mohammad Mondal unto the Vendor therein and the said Deed was registered in the office of District Sub-Registrar-IV, Alipore and recorded in Book No.I, Volume No.27, Pages from 1088 to 1105, Deed No.4665, for the year 2003.

AND WHEREAS after such purchase, **M/s. Gulmohar Land and Housing Development Company** got its name mutated in the office of the District Collector, (B.L. & L.R.O. concerned) in respect of the said land and the said land vide Mutation case No.847/10 dated 17-02-2011.

AND WHEREAS M/s. Gulmohar Land and Housing Development Company is in peaceful and uninterrupted possession of the said land measuring 12 Cottahs be the same a little more or less equivalent to 20 decimals and exercising the ownership right, title and interest thereto and free from all encumbrances,

AND WHEREAS for the benefit and gain of the said Amanat Foundation Trust, the Board of Trustee of the said Trust adopted a

Resolution for sale a portion of the said land, in the Meeting held on 31-10-2010.

AND WHEREAS on the basis of said Resolution, Trust declared for absolute sale a portion of said land measuring 7 Cottahs be the same a little more or less out of 12 Cottahs equivalent to 20 decimals, morefully described in the Schedule hereunder written, free from all encumbrances, and land measuring more or less 7 Cottahs comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 44, under Dag No.4017 appertaining to R.S. Khatian No.945 and 1724, at said Mouza Barhans Fartabad, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 28.

AND WHEREAS AMANAT FOUNDATION TRUST, having its registered office at 25, Bright Street, P.S. Karaya, Kolkata 700 017, represented by its Trustee and General Secretary MD. SHAH ALAM, son of Late Sk. Sabed Ali, residing at 25, Bright Street, P.S. Karaya, Kolkata 700 017 sold, transferred and conveyed ALL THAT land measuring 7 Cottahs be the same a little more or less out of 12 Cottahs, morefully described in the Schedule hereunder written, free from all encumbrances, and land measuring more or less 7 Cottahs comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 44, under Dag No.4017 appertaining to R.S. Khatian No.945 and 1724, at said Mouza Barhans Fartabad, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 28 **in favour of RKZ REAL ESTATES PVT. LTD.**, a Private Limited Company, incorporated under the Indian Companies Act, 1956, having its registered office at 43, Hemgiri Road, South Sarania, Ulubari, Guwahati 781007, P.S. Paltan Bazar, District Kamrup, Assam, represented by one of its Director KHALEQUR ZAMAN, by virtue of a Deed of Conveyance which was recorded in Book – I, Volume – 6, Pages – 1783 – 1804, Being No. 01629 for the Year – 2011 before Additional District Sub- Registrar Garia.

AND WHEREAS said **RKZ REAL ESTATES PVT. LTD.** sold, transferred and conveyed ALL THAT land **measuring 7 Cottahs that is actually physically measured 6 (Six) Cottahs 7 (Seven) Chittacks**, morefully described in the Schedule hereunder written, free from all encumbrances, and land measuring more or less **6 (Six) Cottahs 7 (Seven) Chittacks** comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 44, under Dag No.4017 appertaining to R.S. Khatian No. 945 and 1724, at said Mouza

Barhans Fartabad, Within the limits of Rajpur-Sonarapur Municipality, Ward No. 28 **in favour of LANZO CONSTRUCTION PRIVATE LIMITED**, a Company incorporated within the provisions of the Companies Act, 1956 having its registered office at BC 55, Sector-I, Salt Lake City, Calcutta 700 064 by virtue of a Deed of Conveyance recorded with being no. 5341 of 2012 before District Sub-Registrar - IV, Alipore, South 24 Pargarnas.

AND WHEREAS LANZO CONSTRUCTION PRIVATE LIMITED enjoyed peaceful and uninterrupted possession of ALL THAT are of land **measuring 7 Cottahs that is actually physically measured 6 (Six) Cottahs 7 (Seven) Chittacks**, be the same a little more or less, exercising the ownership right, title and interest thereto and free from all encumbrances.

AND WHEREAS said **LANZO CONSTRUCTION PRIVATE LIMITED** sold, transferred and conveyed ALL THAT land **measuring 7 Cottahs that is actually physically measured 6 (Six) Cottahs 7 (Seven) Chittacks** to be the same a little more or less morefully described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances, in favour of **(1) HAFIJUL MONDAL, (2) FARHAT SAIN MONDAL, (3) MD. NIAZUDDIN, and (4) SYEDA NURJABI**, jointly by virtue of a Deed of Conveyance recorded with being no. 00583 of 2019 before Additional District Sub-Registrar - Garia, South 24 Pargarnas.

AND WHEREAS (1) HAFIJUL MONDAL, (2) FARHAT SAIN MONDAL, (3) MD. NIAZUDDIN, and (4) SYEDA NURJABI, jointly **enjoyed** peaceful and uninterrupted possession of ALL THAT are of land **measuring 7 Cottahs that is actually physically measured 6 (Six) Cottahs 7 (Seven) Chittacks**, be the same a little more or less, exercising the ownership right, title and interest thereto and free from all encumbrances.

AND WHEREAS said **(1) HAFIJUL MONDAL, (2) FARHAT SAIN MONDAL, (3) MD. NIAZUDDIN, and (4) SYEDA NURJABI** by virtue of a Deed of Declaration of Boundary Dated 18.03.2021 fully demarcated their ownership of land measuring 6 Cottah 7 Chittacks comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 44, under Dag No.4017 appertaining to R.S. Khatian No. 945

and 1724, at said Mouza Barhans Fartabad, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 28, Block - Sonarpur.

AND WHEREAS said (1) **HAFIJUL MONDAL**, (2) **FARHAT SAIN MONDAL**, (3) **MD. NIAZUDDIN**, and (4) **SYEDA NURJABI** decided to construct multi storied building on their aforesaid land of **6 (Six) Cottahs 7 (Seven) Chittacks** and to fulfill their desire they entered into a Development Agreement with said **ONYX DEVCONS PRIVATE LIMITED**, the Developer/Confirming Party herein vide Development Agreement which was duly registered on 03.05.2023 before the office of the A.D.S.R.- Garia recorded in its Book No. I, Volume No. 1629 - 2023, Pages from 53094 to 53143 **Being No. 162901869 for the year 2023.**

AND WHEREAS ONYX DEVCONS PRIVATE LIMITED, intended to erect multi-storied building as sanctioned by Rajpur – Sonarpur Municipality, on the area of land admeasuring 6 Cottah 7 Chittacks comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 44, under Dag No.4017 appertaining to R.S. Khatian No. 945 and 1724, at said Mouza Barhans Fartabad, Within the limits of Rajpur-Sonarpur Municipality, Ward No. 28, Block – Sonarpur, Municipal **Holding No. 606, Uttar – Purba Fartabad**, Police Station – Narendrapur (formerly Sonarpur), Post Office – Garia, Kolkata – 700084, District – South 24 Parganas, West Bengal, hereinafter referred to as **“the Total land”**, morefully described in the **FIRST SCHEDULE** hereunder written will be used for the development of the said “Building Project” namely **“ASQA APARTMENT”**. (hereinafter called and referred to **SAID PROPERTY**) morefully described in **FIRST SCHEDULE** written hereunder have been enjoying peaceful khas possession and are free from all encumbrances, lien, charges, attachments, mortgage, and lispendens formulated a scheme to develop a multi-story building on the said property.

AND WHEREAS FIRST PART/ LAND OWNERS executed and registered a Development Power unto and in favour of **“ONYX DEVCONS PRIVATE LIMITED”** was duly registered on 03.05.2023 in the office of the A.D.S.R. – GARIA, South-24

Parganas and recorded in its Book No. I, Volume No.1629-2023, Page from 53144-53182, Being No. 01877 for the year 2023.

AND WHEREAS in terms of the said Development Agreement dated **03.05.2022** and Development Power of Attorney dated **03.05.2022**, the Developer has a right/authority to enter the Agreement for Sale and execute Deed of Conveyance of its allocated Flats/Car parking spaces with the intending Purchasers and receive advance/earnest money there from.

AND WHEREAS being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self-same flat in the like area, the Purchasers offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the Purchasers herein on _____, on terms and conditions therein mentioned.

AND WHEREAS by virtue of an Agreement for Sale dated _____ made between the Purchasers herein and the Vendors/Owners herein and the Developer herein, the Purchasers herein agreed to purchase one self-contained flat being **Flat No.** _____ having a super built up area of _____ **Sq. Ft.** Situated on the _____ **Floor** on the _____ side of the said **G+**_____ storied building together with **1 (one)** _____ **car parking space** of the Said Building Project christened as "**ASQA APARTMENT**", being erected at the Said Property being Municipal Premises/ **Holding No. 606, Uttar – Purba Fartabad**, Police Station – Narendrapur (formerly Sonarpur), Post Office – Garia, Kolkata – 700084, District – South 24 Parganas, West Bengal within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 28, Kolkata-700 084, together with undivided and indivisible proportionate

share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs.** _____ **only**), hereinafter referred to as the "**Said Flat**" and the Developer and the Vendor jointly agreed to such proposal, being satisfied as the same was the highest available market price.

AND WHEREAS in terms of the said Agreement for Sale dated _____ the Owners/Vendors and the Developer herein have agreed to sell and transfer one self-contained **Flat No.** _____ having a super built up area of _____ **Sq. Ft.** situated on the _____ **Floor** on the _____ side of the said **B+G+VII** storied building together with **1 (one)** _____ **car parking space** of the Said Building Project christened as "**ASQA APARTMENT**", being erected at the Said Property being Municipal Premises/Holding No. 529, School Road (Jagaddal), Mouza- Dhamaitala, P.O.- Narendrapur, P.S.- Sonarpur, District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 25, Kolkata- 700 151, more fully delineated in the map or plan annexed hereto hatched in colour **RED** being erected at the Said Property at or for a valuable consideration of **Rs.** _____ **only**), and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for

common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the Purchasers' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other Owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

AND WHEREAS the Purchasers having agreed to purchase the said Flat stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat unto and in favour of the Purchasers absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchasers.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ and in consideration of the said sum of **Rs.** _____ **only**), truly paid by the Purchasers to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof forever acquit, release, exonerate and discharge the Purchasers as well as the said Flat along with the undivided, indivisible and proportionate

share and right, title and interest into the said land and premises with the facilities in common with other flat Owners or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self-contained flat being **Flat No.** _____ having a super built up area of _____ **Sq. Ft.** of the said **B+ G + VII** storied building situated on the _____ **Floor** on the _____ side together with **one** _____ **car parking space** of the Said Building Project, being erected at the Said Property being Municipal Premises/ **Holding No. 606, Uttar – Purba Fartabad,** Police Station – Narendrapur (formerly Sonarpur), Post Office – Garia, Kolkata – 700084, District – South 24 Parganas, West Bengal within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 28, Kolkata- 700 084, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said Flat**” together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other Owners/Occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion with the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the _____ **Floor** mentioned as the said building having right

to use, occupy, own possess the said Flat as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchasers' paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and other outgoings so long separate assessment is not made for the said Flat in the name of the Purchasers.

The Vendors and the Developer do hereby covenant with the Purchasers as follows:-

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchasers in the manner aforesaid and that the Owners/Vendors and the Developer/Confirming Party have not done or suffered knowingly from anything whereby the said Flat may be encumbered, affected or impeached in respect of the estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever.
3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the Said Flat without any let

or hindrance, interruption, claim, disturbances or demand from or by the Owners/Vendors or the Developer/Confirming party or any person or persons claiming through or under or in trust for the Owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the said Flat up to the date of handing over the possession of the same to the Purchasers, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the Owners/Vendors to pay the same and if the same is paid by the Purchasers then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said Flat after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchasers shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and shall pay for all the common portions proportionately to the said Association as would be so directed .

5. The Owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the Purchasers to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

6. The Purchasers, his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat.

7. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

8. The Purchasers shall not make any alterations and maintain the symmetry of the balcony and balcony grill design and colour approved by ONYX DEVCONS PRIVATE LIMITED for project christened as "ASQA APARTMENT".

9. The Purchasers shall not make any alterations and maintain the symmetry of the window grills design and colour approved by **ONYX DEVCONS PRIVATE LIMITED** for project christened as "ASQA APARTMENT".

10. The Purchasers shall not make any alterations and maintain the entire exterior building design and colour approved by **ONYX DEVCONS PRIVATE LIMITED** for project christened as "**ASQA APARTMENT**".

11. The Purchasers shall not raise any objection and create any obstruction whatsoever if the Owners/Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

12. That the Purchasers' share in the land shall always be undivided and will not give any specific exclusive right in the land of the common area and facilities as per West Bengal

Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be said will be held by the Purchasers with heritable and transferable rights along with the Flat and being constructed for them subject however, to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.

13. That if any error or omission is found in the instant Deed in future the Vendors at the costs and expenses of the Purchasers shall execute and register a Deed of Declaration/Rectification if any, in favour of the Purchasers or their heirs/executors/administrators/legal representatives and assigns.

14. That in future if any subsequent blocks and/or towers are developed then they would become parts & parcels of the same project & are to be considered as phases of one project and all amenities and entry and exit points etc. are to be shared equally by all flat Owners of all Blocks and Phases.

15. The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.

16. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarpur Municipality to the Purchasers within 15 days after receiving the same from the competent authority.

17. That the Purchasers shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said Flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

18. That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.

19. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat Owners inclusive of the Owners/Vendors (or previous land lord) herein.

20. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Owners/Vendors about the correctness of the Owners/Vendors' title, which if found defective or untrue at any time, the Owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

21. That the Developer/Confirming Party reserves the easementary right of accessing the premises of the project christened as "ASQA APARTMENT" for various purposes that include maintenance and construction that is to be carried on at the same premises.

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the land and Premises)

ALL THAT piece and parcel of land **6 Cottah 7 Chittacks** comprised in Mouza – Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 44, under Dag No.4017 appertaining to R.S. Khatian No. 945 and 1724, at said Mouza Barhans Fartabad, Within the limits of Rajpur-Sonarapur Municipality, Ward No. 28, Block – Sonarapur, Municipal **Holding No. 606, Uttar – Purba Fartabad**, Police Station – Narendrapur (formerly Sonarapur), Post Office – Garia, Kolkata – 700084, District – South 24 Parganas, West Bengal, under Police Station and Sub-Registry/A.D.S.R. office at Garia, in the District of South 24-Parganas, with right to take electricity, tap water, drainage etc. connection through the common passage adjacent to the said plot together with all easements rights and appurtenances thereto.

The name of the said proposed building project above is known, called and named **“ASQA APARTMENT”**.

Adjascent to E.M.Byepass Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Said Flat)

ALL THAT Flat No. _____ having a super built up area of _____ **Sq. Ft.** having Tiles flooring situated on the _____ **Floor** on the _____ side consisting of _____ **Bed rooms,** _____ **Dining/Drawing room,** _____ **Kitchen,** _____ **Toilet/s and** _____ **Verandah together with 1 (One)** _____ **Car Parking Space** of the said **G+___** storied building of the said Building Project more fully delineated in the map or plan annexed hereto hatched in colour **RED** together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned Building sanction Plan No. **125/CB/28/45 dated 14.10.2022** sanctioned by Rajpur-Sonarpur Municipality, within Ward No. 28, Municipal **Holding No. 606, Uttar – Purba Fartabad,** Police Station – Narendrapur (formerly Sonarpur), Post Office – Garia, Kolkata – 700084, District – South 24 Parganas, West Bengal, under Police Station and Sub-Registry/A.D.S.R. office at Garia, in the District of South 24-Parganasas described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON RIGHTS AND SERVICES)

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.

3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Club House (Gymnasium, Swimming pool, Children's park, Indoor Games room, Community Hall), Generator and Power backup, CCTV, Water Filtration Plant and intercom facility in common areas etc. for the said Complex.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipment's and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the Flats

Car Parking Space in the said building to the respective Purchasers and others.

7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands ad seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

At Kolkata

WITNESSES:

1.

2.

SIGNATURE OF THE VENDORS

**AS SIGNATORIES
(PARTNERS) OF ONYX DEVCONS
PRIVATE LIMITED**

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted by:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.** _____ **only**), towards the full and final consideration price of the within mentioned Flat of the building Premise/Holding No. 529, School Road (Jagaddal), Kolkata-700151 together with undivided proportionate share or interest in the land underneath as per memo below:

| Date | CHQ. Detail | Flat Amt. | GST | CHQ. Amt. | TDS |
|-------------|--------------------|------------------|------------|------------------|------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Rs _____ **only**).

SIGNED, SEALED & DELIVERED

In presence of the following

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER