

**DEED OF CONVEYANCE**

**District : Paschim Bardhaman**

**Mouza : Fuljhore**

**Area of Flat : Sq. Ft. [Carpet]**

**135 Sq. Ft. [Parking]**

**Flat No** :  
**Sale Value** :  
**Market Value** :

**THIS SALE DEED IS MADE ON THIS THE \_\_\_ DAY OF .....,2020**

**BETWEEN**

**BLUE ONYX PRIVATE LIMITED** directors are **(1) Sri KANCHAN SASMAL (PAN-BCAPS65083)** s/o Late Achinta Kumar Sasmal by nationality – Indian, by faith – Hindu, by occupation - Business, residing at Qr. No. 2/7 Bharati Road, Post + PS : Durgapur, Pin – 713205, Dist : Paschim Bardhaman, West Bengal **(2) KAZI MAHAMMAD ALI (PAN – AIPPA6868B)** by nationality – Indian, by faith – Muslim, by occupation – Business, residing at Qr. No. 4/7 Bharati Road, Post + PS : Durgapur, Pin – 713205, Dist : Paschim Bardhaman, West Bengal, herein after referred to as **“THE OWNER”** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

**AND**

**BLUE ONYX PRIVATE LIMITED** directors are **(1) Sri KANCHAN SASMAL (PAN-BCAPS65083)** s/o Late Achinta Kumar Sasmal by nationality – Indian, by faith – Hindu, by occupation - Business, residing at Qr. No. 2/7 Bharati Road, Post + PS : Durgapur, Pin – 713205, Dist : Paschim Bardhaman, West Bengal **(2) KAZI MAHAMMAD ALI (PAN – AIPPA6868B)** by nationality – Indian, by faith – Muslim, by occupation – Business, residing at Qr. No. 4/7 Bharati Road, Post + PS : Durgapur, Pin – 713205, Dist : Paschim Bardhaman, West Bengal (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

**AND**

**(1)** \_\_\_\_\_ **[PAN – \_\_\_\_\_]** S/O , D/O, W/O \_\_\_\_\_, by faith-\_\_\_\_\_, by nationality \_\_\_\_\_, by Profession \_\_\_\_ **(2)** \_\_\_\_\_ **[PAN – \_\_\_\_\_]** S/O , D/O, W/O \_\_\_\_\_, by faith-\_\_\_\_\_, by nationality \_\_\_\_\_, by Profession \_\_\_\_\_, both are resident of \_\_\_\_\_,

Post Office: \_\_\_\_\_, City:-\_\_\_\_\_, P.S.-\_\_\_\_\_, District:-\_\_\_\_\_, West Bengal, India, PIN \_\_\_\_\_, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

**WHEREAS** the schedule below land originally belonged to Gita Rani Saha who acquired the same by way of purchase before 1969 from the then ROR and she transferred the schedule an area of 05 Cottah by regd deed of sale being no – 04703 of 1969, an area of 4 ½ Cottah by regd deed of sale being no – 04704 of 1969, and an area of ½ Cottah by regd deed of sale being no – 04705 of 1969 in favour of Putul Rani Mitra.

**AND WHEREAS** said Putul Rani Mitra transferred an area of 5 Cottah by regd deed of sale being no – 7864 of 1987 in favour of Biswanath Das who further transferred the said portion of said plot by regd deed of sale being no – 5384 of 1991 in favour of Alope Kumar Mukherjee.

**AND WHEREAS** said Putul Rani Mitra further transferred an area of 5 Cottah by regd deed of sale being no – 7866 of 1987 in favour of Shyamali Poddar who further transferred the same by regd deed of sale being no-5385 of 1991 in favour of Indrani Sarkar.

**AND WHEREAS** said Alope Kumar Mukherjee transferred and area of 5 Cottah by regd deed of sale being no- 726 of 1996 in favour of present Vendor.

**AND WHEREAS** said Indrani Sarkar transferred in area of 5 Cottah by regd deed of sale being no – 1434 of 1996 in favour of present vendor and their name duly mutated in LR Khatian No – 2378 and paid relevant land revenue and municipal holding tax.

**AND WHEREAS** Purchaser Company hereby expressed their intimation to buy out the same and agreed with the vendor company for absolute sale to them of the property described in schedule below at Rs.30,00,000/- (Rupees Thirty Lakh) only which paid by the Purchaser Company by way of bank draft being no. 047806 dated 10/05/2018 payable at Axis Bank, City Center Branch and Vendor Company does hereby acknowledge the same by putting their signature in this deed.

**AND WHEREAS** by virtue of this sale deed the Vendor Company does hereby convey, transfer and assigns all right, title, interest along with all necessary benefits, advantages, drains, paths, easements privileges and other interest which at anytime had or now have in any manner covering both in law & equity free from any encumbrances whether factual or implied or latent whatsoever in favour or purchaser company shall be able to use, occupy, enjoy the schedule property and every part thereof quite peacefully, freely, and to the exclusion of others and as such the vendor company jointly and severally shall keep the purchaser company.

**AND WHEREAS** the vendor company bind themselves singly and jointly to execute deeds, things at the request and cost of the purchaser company to do and execute or cause to be done anything which may effectually necessary for the purchaser company to enjoy the property more fruitfully and factually according to the true meaning and intent of this Deed of Sale.

**AND WHEREAS** the vendor company further agreed to bind himself that he or his successor shall be liable to pay previous dues or charges or impositions before execution of this Deed if Demanded either by any authority or by third party.

The vendor company bind themselves to declare that schedule below have not been gifted any way, sold out, transferred or indemnified for any liability or created equitable mortgage or entered for agreement to sale with any third party, or being sub-justice of any court or authority or any concern, or been notified for requisition hereinabove and the vendor company sale out the same to the present purchase company having good saleable and marketable title without any encumbrance whatsoever.

**WHEREAS 16.50 Decimal (Sixteen point Fifty) decimal or 10 Cottah** more or less comprising within appertaining to R.S. Plot No. 780, R.S. Khatian – 2378, L.R. Plot No. 726, L.R. Khatian No. 2378, Mouza : Fuljhore, J.L. No. RS 82, L.R. 107 under Durgapur Municipal Corporation, PS : New Township, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, is transfer by become owner of the aforementioned land as per law of inheritance and they mutated their name in L.R.R.O.R. and entered into a Development Agreement with **BLUE ONYX PRIVATE LIMITED (PAN - AAHCB6149D)**

**AND WHERE AS** the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+5 storied building as per **Building Plan No. DMC/BP/CB/516/18 of 19-20** Dated 13<sup>th</sup> June 2019

**AND WHERE AS** the purchaser being interested to purchase a flat in the "**BLUE ONYX RESIDENCY**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

**NOW THIS DEED WITNESSTH** that in consideration of **Rs. (Rupees**

**) only** paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-\_\_\_\_\_ , on the (\_\_\_\_) \_\_\_\_\_ Floor** having **Carpet Area of (**

**) Square Feet with / without a medium size Car Parking space** at "**BLUE ONYX RESIDENCY**" at **Fuljhore** particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in

future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., FARIDPUR-DURGAPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

### **FIRST SCHEDULE**

#### **(Said Land)**

All that piece and parcel of Bastu Land measuring **16.50 Decimal (Sixteen point Fifty) decimal or 10 Cottah** more or less comprising within appertaining to R.S. Plot No. 780, R.S. Khatian – 2378, L.R. Plot No. 726, L.R. Khatian No. 2378, Mouza : Fuljhore, J.L. No. RS 82, L.R. 107 under Durgapur Municipal Corporation, PS : New Township, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, under the jurisdiction of DURGAPUR MUNICIPAL CORPORATION Dist-Burdwan presently Paschim Bardhaman

#### **BUTTED AND BOUNDED BY:**

**ON THE NORTH : House of Lakhi Rani Basu**  
**ON THE SOUTH : 16 Feet Wide Road**  
**ON THE EAST : House of Saha Babu**  
**ON THE WEST : 100 Feet Wide Road Jemua**

### **SECOND SCHEDULE**

#### **PART-I**

#### **(Said Flat)**

All that the unit being **Apartment No.     on \_\_\_\_\_ Floor**, measuring **(\_\_\_) Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in "**BLUE ONYX RESIDENCY**" at Fuljhore at the land as described in the First Schedule with proportionate undivided share of the land enjoyment

at common areas amenities and facilities (as described in part- I & Part – II of the schedule – Three hereunder).

**PART-II**

**(Parking Space)**

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

**THIRD SCHEDULE**

**PART-I**

**(Share in Specific Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of BLUE ONYX RESIDENCY at Fuljhore.
2. Corridors of BLUE ONYX RESIDENCY at Fuljhore. (Save inside any unit).
3. Drains & Swears of BLUE ONYX RESIDENCY at Fuljhore. (Save inside any unit).
4. Exterior walls of BLUE ONYX RESIDENCY at Fuljhore.
5. Electrical wiring and Fittings of BLUE ONYX RESIDENCY at Fuljhore. (Save inside any unit).
6. Overhead Water Tanks of BLUE ONYX RESIDENCY at Fuljhore.
7. Water Pipes of BLUE ONYX RESIDENCY at Fuljhore.
8. Lift Well, Stair head Room, Lift Machineries of BLUE ONYX RESIDENCY at Fuljhore.
9. Pump and Motor of BLUE ONYX RESIDENCY at Fuljhore.

**PART-II**

**(Share in General Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of BLUE ONYX RESIDENCY at Fuljhore.
2. Drains & Sewages of BLUE ONYX RESIDENCY at Fuljhore. (Save inside the Block).

**FOURTH SCHEDULE**

**'RIGHTS OF THE PURCHASER'**

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely BLUE ONYX RESIDENCY at Fuljhore.

**FIFTH SCHEDULE**

**'PURCHASER'S/S' COVENANTS'**

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
  - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
  - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
  - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
  - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;



- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
  - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
  - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
  - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
  - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
  - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
  - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
  - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
  - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:

- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

**MEMO OF CONSIDERATION**

**Received** on or before executing this agreement **Rs.** \_\_\_\_\_  
**( Rupees\_\_\_\_\_ )** only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

**It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these wile treated as part of this deed.**

**IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written**

**KAZI MAHAMMAD ALI as a Land Owner**

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
**By the OWNER (S)**

**WITNESSES:**

\_\_\_\_\_  
**SIGNED AND DELIVERED**

**By the Developer (S)**

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**SIGNED AND DELIVERED**

**By the PURCHASER (S)**

**Drafted by me and Typed at my office &  
I read over & Explained in Mother Languages to all  
Parties to this deed and all of them admit that the  
Same has been correctly written as per their instruction**