

DEED OF SALE

VALUED AT Rs. _____/-

THIS DEED OF SALE made on this the _____ day of _____
2024 (Two Thousand Twenty-Four).

B E T W E E N

(1). Sri Tarak Nath Das (PAN – AEBPD2396H) S/O Lt. Surendra Nath Das. (2.) Smt. Anita Das (PAN – ADWPD6066G), Wife of Sri Tarak Nath Das both are by Nationality – Indian, by faith – Hindu, by occupation – business, Both are residing at D-163, Yuri Gagarin Path, Bidhannagar, P.O-Durgapur-12, P.S-Newtownship, District – Paschim Bardhaman.

hereinafter called the hereinafter referred to as the **OWNERS** (which term and/or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors- in-office and assigns) of the **FIRST PART.**

AND

“BLUE ONYX (PVT) LTD.” A company constituted under companies Act (PAN-AAFC6149D) Having its registered Office at MR-43 Masjid Mohalla Road, 38 Shibmandir Road, Benachity, P.S-Durgapur, Pin-713213, District-Paschim Bardhaman and another office at 14/14 Bengal Ambuja, City Centre, P.O-Durgapur-16 P.S-Durgapur, District-Paschim Bardhaman represented by its Director (1.) Sri Kanchan Sasmal by Nationality- Indian, By Faith-Hindu, By Occupation Business, residing at Qr.No.2/7, Bharati Road P.O-Durgapur-05, P.S-Durgapur, District-Paschim Bardhaman, West Bengal. (2.) Kazi Mahammad Ali (PAN-AIPPA6868B) S/O Kazi Waresh Ali,

by Nationality-Indian, by faith-Muslim, by occupation-Business, residing at Qr.No.4/7, Bharati Road, P.O-Durgapur-05, P.S-Durgapur, District-Paschim Bardhaman, West Bengal.

hereinafter referred to as the **DEVELOPERS** (which term and/or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors-in-office and assigns) of the **SECOND PART.**

Whereas the L.R. Plot.No-123 of Mouja-Tetikhala originally belonged to Salil Kumar Ghosh who died leaving behind Chandana Aich as Daughter, My mother Gouri Ghosh and one Daughter Bandana Ghosh as Legal Hiers.

And thereafter mother of Chandana Aich and her sister died leaving no other legal heirs except Chandan Aich and she acquired the full share of Salil Kumar Ghosh and Transferred an area of 30.6 Satak of L.R. Plot.No-123 by Regd. Deed of sale being.No-7985 of 2010 in favour of Anita Das.

And an area of 30.50 decimals of L.R. Plot. No-123 originally belonged to Shyama Pada Changdar & Others and they transferred the said potion of said Plot vide Deed.No-4883 of 1990 in favour of Mangal Chandra Pal, by Regd. Deed of sale being No-8384 of 1988 in favour of Asit Bandhu Kundu , by regd. Deed of sale being No.-1749 of 1990 in favour of Prasanta Kumar Mukherjee, by regd. Deed of sale being No-2906 of 1990 in favour of Dinendra Mohan Purakastha.

And thereafter Mangal Chandra Pal, Asit Bandhu Kundu, Baidya Nath Kundu, Prasanta Kumar Mukherjee, & Dinendra Mohan Purakastha transferred the said portion of said by regd. Deed of sale being No-7986 of 2010 in favour of Tarak Nath Das.

And the RS Plot No-17 corresponding to LR Plot No-147 originally belonged to Ajoy Mukherjee and he transferred an area of 10.52 Satak by regd. deed of sale being No-3285 of 2011 in favour of Anita Das but area of land has been mutated as 13 Satak.

And name of Anita Das mutated in L.R. Khatian No-1289/2 and name of Tarak Nath Das duly mutated in L.R. Khatian No-1500 and paid relevant land revenue and they are owing, possessing and seizing every right, title and interest without any dispute or litigation and with having unfettered power and authority.

AND WHEREAS the land owners desire to develop the “schedule below Property” by construction of Basement and G+ maximum storied building up to maximum limit, as per sanction plan of the Burdwan Zilla Parishad and Jemuya Gram Panchayat and/or any other concerned Authority/Local Body but due to paucity of fund and lack of sufficient times the Land owner could not be able to take any steps for the said development works.

AND WHEREAS the land owners herein approached his said intention to the Developer herein to develop the “Said Property” by construction of a multi-storied building at Developer’s cost and expenses on the sanction plan so many flats, garages, shops etc. by the Burdwan Zilla Parishad and Jemuya Gram Panchayat and/or any other concerned authority/authorities from time to time on taking full and final consideration as fully stated in the SECOND SCHEDULE written herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land Owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits

by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land Owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

BUILT-UP AREA/COVERED: shall in relation to the Unit/Flat shall mean the plinth area of that Unit/Flat (including the area of bathroom, balconies & terrace, if any,) appurtenant thereto & also the thickness of the walls (external or internal), the columns & pillars therein provided that if any wall, column or pillar be or pillar shall be included in each such Unit/Flat.

PARKING SPACE: Shall mean the space in the Basement (if any) and/or on the Ground Floor of the Building's as also in the open space surrounding the Building that may be earmarked by the Developer herein for Parking Cars on extra costs if any purchases desire to purchase.

COMMON EXPENSES: Shall include all expenses for the management, maintenance, and upkeep the Unit/Flat and the Buildings, the common portions therein and the premises and the expenses for the common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser's herein periodically as maintenance charges.

COMMON PORTIONS: Shall mean the common areas and installations in the Building and the premises, which are mentioned, described,

enumerated, provide and given in the FOURTH SCHEDULE hereunder written and/or given.

COMMON PURPOSES: Shall include the purpose of maintaining and managing the Premises, The Building & in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of Unit/Flat owners & occupiers relating to their mutual rights and obligations for the beneficial use & enjoyment of their respective Units/Flat's exclusively & the common portions in common.

PANCHAYAT: Shall mean Jemuya Gram Panchayat and Burdwan Zila Parishad and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the Plans.

DATE OF POSSESSION: Shall mean the date on which the Purchaser's herein take's actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations.

DEVELOPER: Shall mean "BLUE ONYX (PVT)LTD." Having its registered office at MR-43 Masjid Mohalla Road, 38 Shibmandir Road, Benachity, P.S-Durgapur, Pin-713213, District-Paschim Bardhaman and its successors, successors-in-interest & assigns.

DEVELOPER AREA: Shall mean all that rest area except owners allocations i.e. 2000(Twenty Thousand) Sq. Ft. super built-up area of the said building/buildings, together with appropriate common areas and facilities of the said land and building as to be constructed as per

sanctioned building plan duly approved by the Jemua Gram Panchayat and also approved by Burdwan Zilla Parishad on the said land, excluding the land Owner's allocation total portion which was mentioned above. Developer shall have every right to take highest maximum limit of floor even after getting permission of Basement and G+6 but in that situation land owner shall not claim any extra allocation or consideration for extra constructing area, as per rules and sanction plan of Zila Parishad.

It is hereby specifically mentioned that the parties hereto shall be free to sell, transfer and assign their part with the possession of their respective portion by means of title via a registered deed at their own risk and account, without any objection from the other party and to receive, accept any consideration, money in regards to their respective share. Each party shall have rights to negotiate their respective portion with common facilities to any intending purchaser's.

DEVELOPMENT AGREEMENT: Shall mean the date of Execution & registration of agreement. Between the owner herein & the Developer herein relating to the development, promotion, construction, erection & building of building's at & upon the said premises and shall include all modifications, alterations & changes, if any, made therein & extensions, if any, thereof from time to time.

THE UNIT/FLAT: Shall mean any unit/flat in the Building's lying erected at and upon premises and the right of common use of the common portions appurtenant to the concerned unit/flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat.

ARCHITECT(S): Shall mean such Architect(s) whom the Developer may from time to time, appoint as the Architect(s) of the building.

PROJECT: Shall mean the work of development undertake and to be done by the Developer herein in respect of the premises in pursuance of the development agreement and/or any modification or extension thereof till such development, erection, promotion, construction and building of the building's at upon the said premises be completed and possession of the completed Unit's/Flat's/Car Parking Space's and others be taken over by the Unit/Flat and occupiers.

PREMISES: Shall mean a piece and parcel of land measuring about an area a little more or less 61.6 Decimals Comprising in L.R. Plot No-123, R.S. Plot.No-15, 18, 19, 20, 21, 22 & 23, Khatian.No-R.S-07,08,10,11,12,13&15 and an area of 13 Decimals of Mouza-Tetikhala, J.L.No-LR-111, Plot.No-R.S-17, L.R.-147, Khatian No-R.S_61,87, Kh.No.-L.R.-1500 & 1289/2 Under Jemuya Gram Panchayat, P.O-Durgapur-12, P.S-New Township District-Paschim Burdwan fully and particularly mentioned, described, explained, enumerated and provided in the FIRST SCHEDULE hereunder written and/or given.

PLAN: Shall mean the sanctioned and/or approved plan of by the Burdwan Zila Parishad and Jemuya Gram Panchayat and shall also include variations/modifications, alterations therein that may be made by the owners herein and/or the Developers herein, if any, as well as all revisions, renewals and extensions thereof, if any.

This agreement shall be deemed to have commenced on and from the day of registration of development agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL that a piece and parcel of DANGA and measuring about an area a little more or less 61.6 Decimals Comprising in L.R. Plot No-123, R.S-Plot.No-15, 18, 19, 20, 21, 22, & 23, Khatian.No- R.S-07, 08, 10, 11, 12, 13, & 15 and an area of 13 Decimals of Mouza-Tetikhala, J.L.No-L.R-111, Plot.No-R.S-17, L.R-147, Khatian.No-R.S-61, 87 Kh.No-L.R-1500&1289/2 Under Jemuya Gram Panchayat, P.O-Durgapur-12, P.S-Newtownship, District-Paschim Bardhaman fully and particularly mentioned, decribed, explained, enumerated and provided in the FIRST SCHEDULE hereunder written and/or given.

Total area of land of this deed is 74.60 decimals or 45.21 kattah. All the plots are usable as Bastu.

BUTTED & BOUNDED BY :

NORTH	:	L.R. Plot.No-128
SOUTH	:	Main Road & L.R. Plot.No-146
EAST	:	20 Ft. Bitumen
WEST	:	L.R. Plot.No-136

IN WITNESSES WHEREOF the parties hereto have set and subscribe their respective hands before the witnesses on this day, month and year first above written.

**THE SCHEDULE 'B' REFERRED TO
(Apartment hereby conveyed)**

ALL THAT a residential Apartment being no. -----, Block , containing a super built up area of ----- (-----) Sq. ft. be the same a little more or less consisting of --- Bed Rooms, -- Drawing cum Dining Space, -- ----- open Kitchen,

----- Toilets and 1 Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building namely _____, situated at _____, under _____, within the jurisdiction of _____, in the District of _____ and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the Schedule '-----', '-----', '-----', '-----' & '-----'

hereinabove

Floor plan is annexed with this agreement for sale

**SCHEDULE "C"
ABOVE REFERRED TO:
(PAYMENT PLAN)**

State of Completion	Payment Terms
At the time of Booking	1,00,000/-
At the time of Agreement – Less Booking Amount	10%

1st Installment on Piling Work with Completion	10%
2nd Installment on Plinth Completion	10%
3rd Installment on Ground Floor Roof Casting	5%
4th Installment on 1st Roof Casting	5%
5th Installment on 2nd Roof Casting	5%
6th Installment on 3rd Roof Casting	5%
7th Installment on 4th Roof Casting	5%
8th Installment on 5th Roof Casting	5%
9th Installment on 6th Roof Casting	5%
10th Installment on 7th Roof Casting	5%
11th Installment on 8st Roof Casting	5%
12th Installment on 9th Roof Casting	5%
13th Installment on 10th Roof Casting	3%
14th Installment on 11th Roof Casting	3%
15th Installment on 12th Roof Casting	3%
16th Installment on 13th Roof Casting	3%
17th Installment on 14th Roof Casting	3%
18th Installment on 15th Roof Casting	3%

19th Installment on Possession	2%
Total	100%

Note: GST and Other Govt. Charges will be as applicable.

All Cheques /DD will be in favor of “BLUE ONYX PRIVATE LIMITED.”

Bank Name – SBI, SME DURGAPUR

A/C No. - 43730289478

IFSC Code –SBIN0012304, Branch –SME, Durgapur

SIGNED, SEALED & DELIVERED

in the presence of :

WITNESSES :-

- | | |
|----|----|
| 1. | 1. |
| | 2. |
| | 3. |
| | 4. |
| | 5. |

Signature of the Owners/First party

- | | |
|----|---|
| 2. | Signature of the Purchaser/Second Party |
|----|---|

1.

5.

MEMO OF CONSIDERATION

Date	Name	Cheque no.	Bank & Branch	Aomount
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(Rupees only)

WITNESSES :-

4.

2.

5.

Signature of the
Developers/Third
Party

Computer/type be me :-

1.