

SALE DEED

THIS SALE DEED IS MADE ON ____DAY OF ____, 20

BETWEEN

MR. GANESH CHANDRA PARAMANIK @ GANESH PARAMANIK [PAN-BWTPP6772Q] S/o. Late Sudhir Paramanik, by faith Hindu, by Nationality-Indian, by occupation Business, residing at Village- Kaliganj, P.O. Arrah,, P.S. Kanksa, District:- Paschim Bardhaman, State- West Bengal, India, PIN – 713212, hereinafter refereed to and called as **"LANDOWNER"**, represent by his constituted **Attorney "BLUE ONYX PRIVATE LIMITED"**, A company constituted under the Companies Act, 1956 Having its registered Office at 14/14 Bengal Ambuja, City Centre, P.O- City Centre, P.S.: Durgapur, P.S-Durgapur, District-Paschim Bardhaman, State- West Bengal, India, PIN-713216, represented by its **Director MR. KANCHAN SASMAL, (PAN- BCAPS6508L)** Son of Late Achinta Kumar Sasmal, by Nationality – Indian, by faith– Hindu, by Occupation– Business, residing at Qtr. No- 2/7, Bharati Road, P.O- B-Zone, P.S-Durgapur, District – Paschim Bardhaman, State- West Bengal, India, PIN- 713205, **[Vide Power of Attorney no. I-7128 for the year 2018 of A.D.S.R. Durgapur]** hereinafter refereed to and called as **"LANDOWNER"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART.**

AND

"BLUE ONYX PRIVATE LIMITED", [PAN-AAHCB6149D] A company constituted under the Companies Act, 1956 Having its registered Office at 14/14 Bengal Ambuja, City Centre, P.O- City Centre, P.S.: Durgapur, P.S-Durgapur, District-Paschim Bardhaman, State- West Bengal, India, PIN-713216, represented by its **Director MR. KANCHAN SASMAL, (PAN- BCAPS6508L)** Son of Late Achinta Kumar Sasmal, by Nationality – Indian, by faith– Hindu, by Occupation– Business, residing at Qtr. No- 2/7, Bharati Road, P.O- B-Zone, P.S-Durgapur, District – Paschim Bardhaman, State- West Bengal, India, PIN- 713205, authorized vide Board resolution dated 6th October 2020, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

(1) _____ [PAN - _____], Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, **(2) _____ [PAN - _____],** Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, residing at _____ P.O. - _____, P.S. - _____, Dist.: _____, _____, 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 First schedule mentioned landed property is Originally belongs to Probodh Kumar Mukherjee, vide Deed No. 2589 for the year 1973, after that Probodh Kumar Mukherjee died leaving behind his son namely Udayan Mukherjee and his two daughter namely Ayetri Chatterjee & Keka Chakraborty as his legal heir and become joint owner of schedule mentioned land as per law of inheritance, after that Udayan Mukherjee, Ayetri Chatterjee & Keka Chakraborty jointly sold the land to Present Land owner vide Deed No. 1189 for the year 2018 of D.S.R.- I Burdwan, whose name duly recorded in L.R.R.O.R. his L.R. Khatian No. 1954 and obtained Land use NOC of ADDA dated 18.01.2024 Vide memo No. ADDA/DGP/DP/2024/0127 and also obtained Conversion certificate vide case no-CN/2024/2302/52, dated 23.02.2024 from Danga to Commercial Bastu of B.L.& L.R.O. Fairdpur Durgapur and he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 4309 for the year 2018 of A.D.S.R. Durgapur and thereafter Landowner execute a Development Power of attorney in favour of Second Party i.e. Developer vide deed No- 7128 for the year 2018 of A.D.S.R. Durgapur.

AND WHERE AS the Owner being desirous to develop the said “First” schedule land for construction of a residential building comprised of several flats, and apartments as well as parking space etc.

AND WHERE AS the plan has been sanctioned by the Jemua Gram Panchayat has granted has granted the Sanctioned Plan to develop the Project vide Plan No- 32 on meeting no. 13/2023-24 dated 29.01.2024 and same was approved by Paschim Bardhaman Zilla Parisad vide Memo No- 2979/PSBZP, Dated 27.08.2024.

AND WHERE AS Developer and The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement registered at the office of the 4309 for the year 2018 of A.D.S.R. Durgapur & also executed a power of attorney vide deed No- I-7128 for the year 2018 of A.D.S.R. Durgapur.

AND WHERE AS the purchaser being interested to purchase a flat in the “**Blue Onyx Apartment**” 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 will be constructed on the First Schedule’ property.

NOW THIS DEED WITNESSETH that in consideration of **Rs. (Rupees)** only paid by the purchaser to the vendor/Developer by Cheque/RTGS/NEFT/TRANSDER/DD the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No- , on the () Floor having Carpet Area- Sq. Feet with parking** at “**Blue Onyx Apartment**” in Tetikhola, Durgapur particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as describe 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 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 posses 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 do or 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 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.

SCHEDULE-A ABOVE REFERRED TO

(Description of Land)

All That piece or parcel of Commercial Bastu Land measuring an area of 10 (Ten) Decimal under **Mouza- Tetikhola**, J.L. No-111, P.S.- New Township, R.S. Plot no-47, **L.R. Plot No- 388, R.S. Khatian No. 67, L.R. Khatian No.-1954**, Durgapur- 713212, under the jurisdiction of Jemmua Gram Panchayat, Dist- paschim Bardhaman., Butted and Bounded by :-

North:- 50 Fee wide Road

South:- House of Dilip Banerjee

East:- House of Sanatan Kha

West:- House of Basanti Thakur

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No.** on the **Floor, measuring more or less Carpet Area- Sq. Feet Tiles Flooring of “Blue Onyx Apartment”** in 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 Third schedule – hereunder)

THIRD SCHEDULE

PART-II

(Parking Space)

All that right to park a medium size car in the car parking space in the Project Area of the Building which will be marked by the developer.

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 Apartment” in Tetikhola.
2. Corridors of “Blue Onyx Apartment” in Tetikhola. (Save inside any unit).
3. Drains & Swears of “Blue Onyx Apartment” in Tetikhola. (Save inside any unit).
4. Exterior walls of “Blue Onyx Apartment” in Tetikhola.
5. Electrical wiring and Fittings of “Blue Onyx Apartment” in Tetikhola. (Save inside any unit).
6. Overhead Water Tanks “Blue Onyx Apartment” in Tetikhola.
7. Water Pipes of “Blue Onyx Apartment” in Tetikhola.
8. Lift Well, Stair head Room, Lift Machineries “Blue Onyx Apartment” in Tetikhola.
9. Pump and Motor of “Blue Onyx Apartment” in Tetikhola.

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 Apartment” in Tetikhola.
2. Drains & Swears of “Blue Onyx Apartment” in Tetikhola (Save inside the Block).

3. Boundary Walls and Main Gates of “Blue Onyx Apartment” in Tetikhola.

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 entitled 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 for ever with the owners of the other flats of the said Complex namely **“Blue Onyx Apartment” in Tetikhola.**

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 from 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 any one 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 charges 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

The price of the Flat amounting **Rs. (Rupees) only** paid by the purchaser to the Developer in following manner:-

Mode of Payment	Date	Cheque No	Amount(Rs.)	Consideration(Rs)	S.T.(Rs)	Bank

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of 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

WITNESSES:

1. _____

SIGNED AND DELIVERED
By the OWNER (S)

2. _____

SIGNED AND DELIVERED
By the DEVELOPER (S)

SIGNED AND DELIVERED
By the PURCHASER (S)