

DEED OF CONVEYANCE

District : **Paschim Bardhaman**

Mouza : **Mamra**

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 JULY, 2020

BETWEEN

(1) Sri NILKRISHNA BISWAS [PAN- ADIPB5678A] (2) Sri SUDIP BISWAS [PAN – AIUPB0905B] (3) Sri MAHADEV BISWAS [PAN- ADEPB7088E], all sons of Late Dhananjoy Biswas (4) Sri SATYABRAT BISWAS [PAN – ADIPB5680L] (5) Sri SUBRATA BISWAS [PAN – AIDPB5679B] both are son of Late Suresh Biswas (6) Smt MADHUCHANDA BISWAS [PAN – ADHPB8753F] wife of Sri Satyabrata Biswas all are by occupation – Business, by faith – Hindu, by nationality – Indian all are residing at Mamra, PS : New Township, Durgapur – 713206, Dist : Paschim Bardhaman, West Bengal, represent by their lawfully constituted attorney Director of **BLUE ONYX PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and having its registered office at MR-43, Masjid Mohalla Road, 38 Shiv Mandir Road, Benachity, PS : Durgapur, Dist : Paschim Bardhaman, Pin - 713213, represented by their represent by their lawfully constituted attorney Director of (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, [Vide Deed No. **020600230 for the year 2019 of Durgapur, Page from 6545 to 6580**] 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 property mentioned and described in the **SCHEDULE** hereunder written was originally belongs to Dhananjoy Biswas & Suresh Chandra Biswas and after demise of Dhananjoy Biswas & Suresh Chandra Biswas his property devolves upon his legal heirs and thereafter Prava Rani Biswas, Biva Mallick, Shova Biswas, Padmabati Biswas, Dipali Mallick, Manju Biswas transferred by way of regd. Deed of Gift being no. 10012 of 2011 in favour Nilkrishna Biswas, Sudip Biswas Mahadeb Biswas and obtained Land use NOC of ADDA dated 11/11/2011 and their names was duly recorded in LR records of right and under Khatian No. 5563, 5564, 5565 and also obtained Conversion Certificate vide case no. 59/BASTU/16, 60/BASTU/16, 57/BASTU/16 dated 07/09/2016 and paid land revenue upto 1422 B.S.

AND WHEREAS Sampa Sarkar acquired a piece of land by way of succession & inheritance and thereafter she transfer by way of regd deed of Gift being no. 2860 of 2012 in favour of Subrata Biswas & Satyabrata Biswas and obtained Land use NOC of ADDA dated 11/11/2011 and their names was duly recorded in LR records of rights and under Khatian No. 5561, 5562 and also obtained Conversion certificate vide case no. 56/BASTU/16, 58/BASTU/16 dated 07/09/2016 and paid land revenue upto 1422 B.S.

AND WHEREAS Pradip Ash, Tarun Ash, Alpana Chel, Kalpana Pal, Rajib Ash, Bulu Ash transferred by way of regd deed of Sale being no. 3504 of 2007 in favour of Madhuchanda Biswas duly recorded in LR records or rights and under Khatian no. 2995 and also obtained Conversion Certificate absolute and true owner of DANGA land measuring about an area a little more or less 10 Decimals comprising in Plot No. R.S. 47 (P), L.R. 338, Khatian No. L.R. 1954, R.S. Khatian No. 67, Mouza – Tetikhola, J.L No. L.R. 111, under Jemua Gram Panchayat, P.O.- Durgapur – 12, P.S. – New Township within the jurisdiction of the office of the Addl. District Sub-Register, Durgapur hereinafter referred to as the " Said Property"

All the landowners owned and possessed the schedule hereto and the said property is free from all encumbrances, charges and liens whatsoever and they have paid up to date rent to the Government in respect of the property described in the schedule hereunder written and have been enjoying the same therein.

AND WHEREAS the Owners are desirous of developing the said land by erecting and/or constructing building or buildings at the said land but as the Owners have no experience in the field of construction and/or development of properties, the Owners approached developer and made an offer to the Developer to develop the said land by way of constructing and/or erecting **Multi** storied building at the said land subject to the approval of all Government & Statutory Authorities and if the authority of Durgapur Municipal Corporation Sanction Building plan and the **Landowners will have no claim over the total construction area except their own allocation.**

AND WHEREAS the Developer has accepted the aforesaid offer of the Owners and after a joint meeting held between the Owners and the Developers, the Owners have appointed the Developer herein as the sole and exclusive Developer to develop the said land by way of constructing and/erecting and/or building multi-storied building or buildings at the said land in accordance with the plan to be sanctioned by the competent authorities from all concern, Durgapur Municipal Corporation, ADDA, and/or any other competent authority or authorities concerned in the name of the Owners on the terms and conditions appearing hereinafter.

AND WHEREAS the Developer shall construct a **Commercial cum Residential Complex** in the said property as per the Floor area and height to be sanctioned by the Durgapur Municipal Corporation or any other Authority subject to leaving open spaces for common amenities and facilities, land scalping, car parking, facilities and services which may enhance the value, viability and reputation of the Complex and to do all acts, deed and things necessary for the purpose of developing and constructing viz. preparing the Building Plan and obtaining sanction thereof from the Durgapur Municipal Corporation or any other Authority and/or any other Authority and/or any other appropriate Authority and to construct the new Residential cum Commercial buildings at its cost and expense without any reimbursement from the Owners, and that the **Landowners shall be entitled to get 40% of the total Constructed Super Built Up Area** and the remaining flats, and car parking space and Flat rooms will be the allocation for the Developer and such Developer's Allocation or interest in the said property is in lieu of the cost of construction, value addition and enterprise. The aforesaid flats will be allocated on various floors of the building after sanction of building plan and drawing of architect.

AND WHEREAS the Developer shall undertake the construction of the Complex on the said property belonging to the Owner and for such purpose to appoint Soil Surveyors, Architects and Civil Engineers and to obtain the sanction of the Building

Plan from the competent authority or any other statutory Authority and to construct the building and all such funds shall be arranged by the Developer.

WHEREAS 110 Decimal (One Hundred Ten) decimal or 4455 Sq. Mtr. more or less comprising within appertaining to L.R. Khatian – 5561, 5562, 5563, 5564, 5565, R.S. Plot No. 395, 1671, L.R. Plot No. 5548, 5549, L.R. Khatian No. 2995, R.S. Plot – 284, L.R. Plot – 614, Mouza : Mamra, J.L. No. 208 under Durgapur Municipal Corporation, PS : New Township 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)** vide Development Agreement deed No- I-020607232 for the year 2018, Page from 569 to 613 of A.D.S.R. Durgapur and execute a Development power of attorney in favour of **BLUE ONYX PRIVATE LIMITED (PAN – AAHCB6149D)** vide deed No- I-020600230 for the year 2019 of A.D.S.R. Durgapur

AND WHERE AS the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+8 storied building as per **Building Plan No. DMC/BP/CB/68/17 Date : 06/09/2019**

AND WHERE AS the purchaser being interested to purchase a flat in the "**BLUE ONYX COMPLEX**" 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 COMPLEX**" at Mamra 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 **110 Decimal (One Hundred Ten) decimal or 4455 Sq. Mtr.** more or less comprising within appertaining to L.R. Khatian – 5561, 5562, 5563, 5564, 5565, R.S. Plot No. 395, 1671, L.R. Plot No. 5548, 5549, L.R. Khatian No. 2995, R.S. Plot – 284, L.R. Plot – 614, Mouza : Mamra, J.L. No. 208 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 : R.S. Plot No. 396

ON THE SOUTH : Drain & R.S. Plot No. 1672 & 80 ft. wide Metal Road

ON THE EAST : 16 ft. wide Metal Road

ON THE WEST : Drain

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

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 COMPLEX at Mamra.
2. Drains & Sewages of BLUE ONYX COMPLEX at Mamra. (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 COMPLEX at Mamra..

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
constituted Attorney of Sri
Nilkrishna Biswas, Sri Sudip
Biswas, Sri Mahadev Biswas, Sri
Satyabrata Biswas, Sri Subrata
Biswas, Smt. Madhuchanda
Biswas

WITNESSES:

SIGNED AND DELIVERED
By the OWNER (S)

SIGNED AND DELIVERED
By the Developer (S)

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