



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

94AB 833834

ANNEXURE 'A'

[See rule 9]

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 04<sup>th</sup> day of  
September, 2024 (Two Thousand Twenty Four) AD

BETWEEN

SARFA CONSTRUCTION PRIVATE LIMITED

*Md. Saif*  
Director

P.T.O.

ক্রমিক নং ১৩৩৭ তারিখ ০৫/০৭/২৭

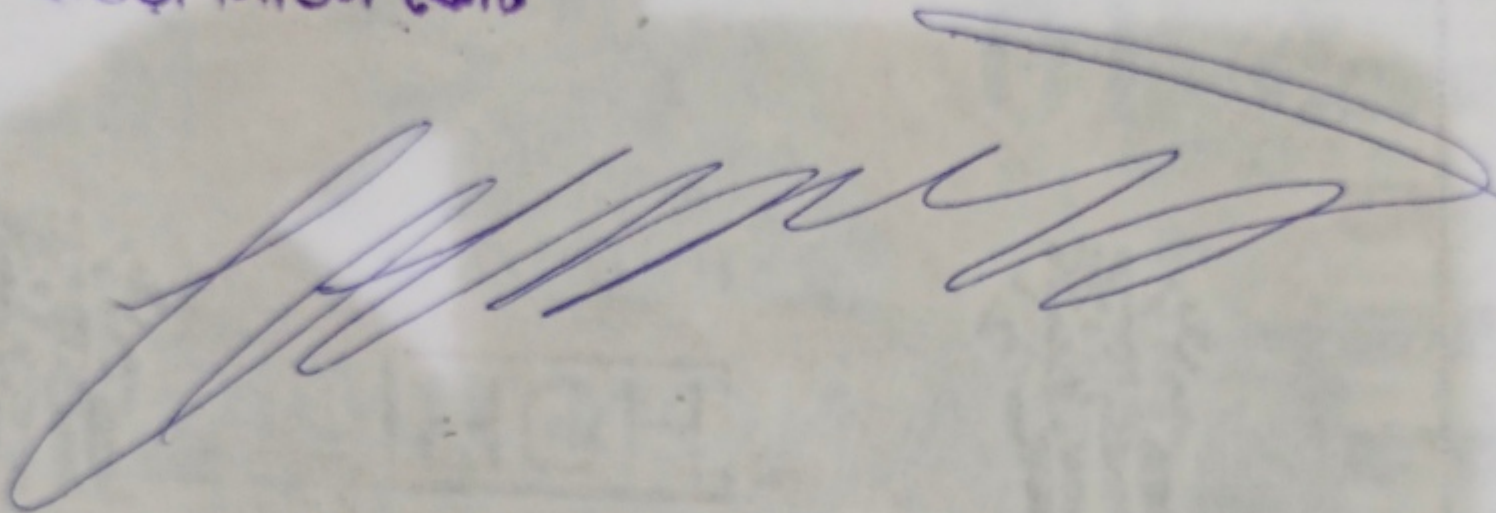
টাকা

নাম

ঠিকানা

Sarada Construction Pvt  
Ltd

সোম্বা সী স্ট্যাম্প ডেভেলপার  
হাওড়া সিভিল কোর্ট





1) **SRI TAPOS KUMAR ROY** (PAN- AGTPR0374D) (Aadhaar No 6688 9744 3010) son of Late Manoj Gopal Roy, by faith Hindu, by occupation-Service 2) **SRI ABHIJIT ROY** (PAN- AGIPR5277N) (Aadhaar No. 8575 0367 9752) son of Late Manoj Gopal Roy, by faith Hindu, by occupation-Service 3) **SMT. BINITA NANDI** (PAN- AAVPN6003D) (Aadhaar No 6722 3039 0121) Wife of Sri Dilip Nandi, daughter of Late Manoj Gopal Roy, by faith Hindu, by occupation-Housewife, 4) **SRI PIJUS ROY**, (PAN-BCNPR3700E) (AADHAAR NO. 4569 4213 6551), son of Late Panchu Gopal Roy, by faith Hindu, by occupation- Business, 5) **SRI GOUTOM KUMAR ROY**, (PAN: ACJPR1725J and Aadhaar No. 3470 3554 8790) son of Late Panchu Gopal Roy, by occupation Service, all the above are by faith Hindu, residing at Vill: Andul Purbapara, P.O. Andul Mouri, P.S.: Sankrail, District: Howrah, Pin 711302, 6) **SMT. LIPIKA SEAL**, (PAN: NYXPS6640Q, Aadhaar No. 4350 8565 7661) wife of Sri Prabhat Kumar Seal, daughter of Late Panchu Gopal Roy, by faith Hindu, by occupation Housewife, residing at 19 Chandicharan Ghosh Road, Post: Barisha, P.S. Thakurpukur, Kolkata 700008, District: South 24 Parganas, 7) **SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE**, (PAN: AXHPB1625Q and Aadhaar No. 9388 6109 3119) wife of Sri Amal Banerjee, daughter of Late Shakti Pada Bhattacharya, 8) **SMT. AMRITA KONER**, (PAN: ATAPK0377M and Aadhaar No. 6038 4926 5745) wife of Sri Ayas Kanto Koner, daughter of Sri Amal Banerjee and 9) **MRS. ANSHUMITA BANERJEE**, (PAN: AWHPB9489R and Aadhaar No. 8236 3816 8363) daughter of Shri Amal Banerjee, Sl. No. 5,6 & 7 are by faith Hindu, by occupation Housewife, residing at Vill: Andul Purbapara, P.O. Andul Mouri, P.S. Sankrail, Howrah 711302, hereinafter collectively referred to as the "**LAND OWNERS**" represented by their lawful and constituted attorney through **Development Power of Attorney dated 20/12/2023 registered at the office of the District Sub Registrar -II, Howrah recorded in Book No.-I, Volume No. 0513-2024, bearing Deed No 051310647 of the year 2023** namely "**M/S. SARFA CONSTRUCTION PRIVATE LIMITED** (PAN- ABICS2482A), Corporate Identity Number U45201WB2022PTC252941 Private Limited Company, under companies Act, 2013 (18 of 2013) having its office at 1<sup>st</sup> Floor, Flat No. 1D, Podra Sarkar Para, Arabinda Sarani, LP-494/28/3, Howrah, West Bengal, Pin-711109, represented by its Managing Director **MR. SAJID MOHAMMED** (PAN-BQEPM9517P, Aadhaar No. 2128 8535 3973, Mobile No. 9874684712, Son of Late Md. Hanif, Residing at Village- Podra, P.S. Sankrail, District Howrah- 711109 hereinafter referred to as the '**OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be



deemed to mean and include **his** heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**

**AND**

**"M/S. SARFA CONSTRUCTION PRIVATE LIMITED** (PAN- ABICS2482A), Corporate Identity Number U45201WB2022PTC252941 Private Limited Company, under companies Act, 2013 (18 of 2013) having its office at 1<sup>st</sup> Floor, Flat No. 1D, Podra Sarkar Para, Arabinda Sarani, LP-494/28/3, Howrah, West Bengal, Pin-711109, represented by its Managing Director **MR. SAJID MOHAMMED** (PAN-BQEPM9517P, Aadhaar No. 2128 8535 3973, Mobile No. 9874684712, Son of Late Md. Hanif, Residing at Village- Podra, P.S. Sankrail, District Howrah- 711109 hereinafter referred to as the '**DEVELOPER/ CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its / **his** heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**

**AND**

\_\_\_\_\_, [PAN \_\_\_\_\_, DOB \_\_\_\_\_, Aadhaar No. \_\_\_\_\_), son / Daughter / Wife of \_\_\_\_\_, by faith \_\_\_\_\_, by Nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

**WHEREAS ALL THAT** piece and parcel of one self-contained residential Flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, measuring about \_\_\_\_\_ Carpet Area, \_\_\_\_\_ Sq. Ft. Build up Area, \_\_\_\_\_ Sq. Ft. including super built-up area of the building namely '**SARAFI RIVIERA**' **TOGETHER WITH** undivided proportionate impartible share in the land underneath **ALONG WITH** all common rights, amenities and facilities and other easements lying and situate at Mouza - Andul, J.L. No. 29, Pargana -



Mujafarpur, comprised in L.R. Dag Nos. 698 & 704, appertaining to L.R. Khatian Nos. 979, 2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at Ranihati, District - Howrah, which is more fully described in the **SECOND SCHEDULE** here in below is the subject matter of this Deed of Conveyance.

**WHEREAS** One Nanda Rani Dasi wife of Late Khetra Mohan Roy of Andul, P.S. Domjur was seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **2 Bighas 10 Cottahs** more or less out of 5 Bighas land, lying and situate at Mouza Andul, J.L. No. 29, Pargana Mujafarpur, under Police Station Domjur, District - Howrah and she was paying the usual rents and taxes to the Collector as the absolute Owner therein.

**AND WHEREAS** While in possession of the said land, the said Nanda Rani Dasi by executing a Deed of Sale dated 18-07-1934 duly registered in the office of the Sub-Registrar at Domjur and recorded in Book No.1, being Deed No. 1867, for the year 1934, granted, sold, transferred and conveyed the said **2 Bighas 10 Cottahs** of land unto and in favour of one Sri Lalit Mohan Roy son of Late Khetra Mohan Roy of Andul Purba Para for a valuable consideration mentioned therein.

**AND WHEREAS** by virtue of aforesaid purchase, the said Sri Lalit Mohan Roy became the absolute Owner of the said land measuring **2 Bighas 10 Cottahs** and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

**AND WHEREAS** while the said Sri Lalit Mohan Roy enjoying and occupying the said land measuring 2 Bighas 10 Cottahs more or less died intestate on 04.04.1944, leaving behind his two sons namely Manoj Gopal Roy and Panchu Gopal Roy as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956.

**AND WHEREAS** the said Manoj Gopal Roy and Panchu Gopal Roy became the joint owners of the said land left by deceased Lalit Mohan Roy each having undivided  $\frac{1}{2}$  shares therein.

**AND WHEREAS** the said Manoj Gopal Roy and Panchu Gopal Roy jointly got their names recorded and/or mutated in the Revisional Records of Rights in respect of the said land on payment of rents thereof.

**AND WHEREAS** the said Manoj Gopal Roy also got his name recorded and/or mutated in the office of the B.L. & L.R.O. concerned in respect of land



measuring **9 decimals** in L.R. Khatian No.979 of L.R. Dag Nos.698 & 704 at Mouza - Andul on payment of rents thereof.

**AND WHEREAS** the said **Panchu Gopal Roy** got his name recorded and/or mutated in the office of the B.L.& L.R.O. concerned in respect of the land measuring **8 decimals** in L.R. Khatian No. 700 of L.R. Dag Nos. 698 & 704 at Mouza Andul on payment of rents thereof.

**AND WHEREAS** the said Panchu Gopal Roy also died intestate on 11.12.1988, leaving behind his wife **Bandana Roy**, two daughters namely **Lipika Seal** wife of Prabhat Kumar Seal, **Tulika Ghosh** wife of Arun Kumar Ghosh and two sons namely Pijus Roy and Goutom Kumar Roy as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956.

**AND WHEREAS** by way of inheritance the said **Bandana Roy, Lipika Seal, Tulika Ghosh, Pijus Roy and Goutom Kumar Roy** became the joint owners of the said land left by deceased **Panchu Gopal Roy** each having **1/5<sup>th</sup>** share therein and jointly seized and possessed of the said land without any hindrances and interruptions from others.

**AND WHEREAS** by a Deed of Gift, dated 13-10-2017, duly registered in the office of the A.D.S.R. Ranihati and recorded in Book No. 1, Volume No. 0503-2017, Pages from 104140 to 104165, Being No. 050304670, for the year 2017, the said **Bandana Roy** granted, transferred, conveyed and bestowed by way of Gift her undivided **1/5<sup>th</sup>** share of land to her son said **Goutom Kumar Roy** out of her natural love and affection.

**AND WHEREAS** by another Deed of Gift, dated 20-02-2017, duly Registered in the office of the A.D.S.R. Ranihati and recorded in Book No. 1, Volume No. 0503-2017, Pages from 12807 to 12828, Being No. 050304593, for the year 2017, the said **Tulika Ghosh** granted, transferred, conveyed by way of Gift her undivided **1/5<sup>th</sup>** share of land to her brother said **Goutom Kumar Roy** out of her natural love and affection.

**AND WHEREAS** a separate Deed of Gift, dated 01-10-2020, duly registered in the office of the D.S.R.-II, Howrah and recorded in Book No. 1, Volume No. 0513-2020, Pages from 133069 to 133093, Being No. 051303854, for the year 2020, the said **Manoj Gopal Roy** granted, transferred, conveyed and bestowed by way of Gift his undivided 1000 Sq.ft. land out of which 500 Sq.ft. land from Dag No. 698 and 500 Sq.ft. land from Dag No. 704 to his nephews said **Goutom Kumar Roy** and **Pijus Roy** out of his natural love and affection.



**AND WHEREAS** the said Lipika Seal, Pijus Roy, Goutom Kumar Roy and Manoj Gopal Roy got their names recorded and/or mutated in the office of the B.L. & L.R.O. concerned in respect of land measuring **17 decimals** more or less in L.R. Khatian Nos. 2754, 2753, 2752, 2747, 2877, 979 respectively of L.R. Dag Nos. 698 & 704 at Mouza Andul on payment of rents thereof.

**AND WHEREAS** by a Deed of Sale dated 22-11-1956, duly registered in the office of the Registrar of Howrah and recorded in Book No. 1, being Deed No. 2857 for the year 1956, one Smt. Mahamaya Debi wife of Sakti Pada Bhattacharyya of Andul Purbapara purchased **ALL THAT** piece and parcel of demarcated land measuring **8 decimals** out of 16 decimals land. lying and situate at Mouza Andul Purba Para, J.L. No. 29, Pargana Mujafarpur, comprised in R.S. Dag No.637, appertaining to R.S. Khatian No. 59 under Police Station Domjur, District Howrah from the then Owner Debi Prasad Roy son of Murari Mohan Roy of Andul Purbapara for a valuable Consideration mentioned therein.

**AND WHEREAS** by virtue of aforesaid purchase, the said Smt. Mahamaya Debi, since deceased became the absolute Owner of the said land measuring **8 decimals** and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

**AND WHEREAS** while the said Smt. Mahamaya Debi enjoying and occupying the said land measuring 8 decimals more or less died intestate on 10.01.1995, leaving behind her only daughter Sudipta Banerjee wife of Amal Banerjee as her only legal heirs and successors who inherited the said property as per Hindu Succession Act, 1956.

**AND WHEREAS** by way of inheritance the said the said Sudipta Banerjee became the absolute owner of the said land left by deceased Mahamaya Debi and lawfully seized and possessed of the said land by mutating her name in the office of the B.L. & L.R.O. concerned in respect of land measuring about 8 decimals more or less in L.R. Khatian No. 2013, of L.R. Dag No. 698 at Mouza - Andul on payment of rents thereof.

**AND WHEREAS** by a Deed of Gift, dated 31-12-2019, duly registered in the office of the D.S.R.-1, Howrah and recorded in Book No. 1, Volume No. 0501-2019, Pages from 421 to 444, Being No. 050106883, for the year 2019, the said Sudipta Banerjee granted, transferred, conveyed by way of Gift of 2.666 decimals out of 08 decimals of land together with a brick built structure of 470 sq.ft. to her daughter Amrita Koner out of her natural love and affection.



**AND WHEREAS** by another Deed of Gift, dated 31-12-2019, duly registered in the office of the D.S.R.-I, Howrah and recorded in Book No. 1, Volume No. 0501-2019. Pages from 445 to 468, Being No. 050106884, for the year 2019, the said **Sudipta Banerjee** granted, transferred, conveyed and bestowed by way of Gift of 2.666 decimals out of 08 decimals of land together with a brick built structure of 470 sq.ft. to her younger daughter **Anshumita Banerjee** out of her natural love and affection.

**AND WHEREAS** in the manner stated above, said **Sudipta Banerjee, Amrita Koner and Anshumita Banerjee** became the joint Owners of the said land measuring 8 decimals more or less, lying and situate at Mouza - Andul, appertaining Pargana - Mujafarpur, comprised in L.R. Dag Nos. 698, appertaining to L.R. Khatian Nos. 2013 under Police Station Domjur now Sankrail, under Andul Gram Panchayat, A.D.S.R. Office at Ranihati, District Howrah

**AND WHEREAS** thereafter said **Sudipta Banerjee, Amrita Koner and Anshumita Banerjee** got their share in the said property and mutated in the office of the B.L. & L.R.O. concerned in respect of land measuring **8 decimals** more or less in L.R. Khatian Nos. 2013, 2856 & 2859 respectively of L.R. Dag Nos. 698 at Mouza Andul on payment of rents thereof.

**AND WHEREAS** in the aforesaid manner, **1) SRI TAPAS KUMAR ROY 2) SRI ABHIJIT ROY 3) SMT. BINITA NANDI 4) SRI PIJUS ROY, 5) SRI GOUTOM KUMAR ROY, 6) SMT. LIPIKA SEAL, 7) SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE, 8) SMT. AMRITA KONER and 9) MRS. ANSHUMITA BANERJEE** became the joint Owners of the said land measuring **25 decimals** more or less, lying and situate at Mouza - Andul, J.L. No. 29, Pargana - Mujafarpur, comprised in L.R. Dag Nos. 698 & 704, appertaining to L.R. Khatian Nos. 979, 2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at Ranihati, District - Howrah and thus enjoying the same by paying usual rents and taxes to the said Appropriate Authorities with exclusive rights of Ownership thereto.

**AND WHEREAS** Out of the total area measuring 25 decimals, share of land as per owners stated below:

(i) **L. R. Dag No. 698 Area of land 16 Decimals.**

**1) SRI TAPAS KUMAR ROY**, undivided 0.96 Decimals from L. R. Khatian No. 979.

**2) SRI ABHIJIT ROY**, undivided 0.96 Decimals from L. R. Khatian No. 979.



- 3) SMT. BINITA NANDI, undivided 0.95-Decimals from L. R. Khatian No. 979.
- 4) SRI PIJUS ROY, undivided 1.37 Decimals from L. R. Khatian No. 2753.
- 5) SRI GOUTOM KUMAR ROY, undivided 2.97 Decimals from L. R. Khatian No. 2747, 2752 & 2877.
- 6) SMT. LIPIKA SEAL, undivided 0.8 Decimals from L. R. Khatian No. 2754.
- 7) SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE, undivided 2.67 Decimals from L. R. Khatian No. 2013.
- 8) SMT. AMRITA KONER, undivided 2.66 Decimals from L. R. Khatian No. 2859.
- 9) MRS. ANSHUMITA BANERJEE, undivided 2.66 Decimals from L. R. Khatian No. 2856.

(ii) **L. R. Dag No. 704 Area of land 09 Decimals.**

- 1) SRI TAPAS KUMAR ROY, undivided 1.12 Decimals from L. R. Khatian No. 979
- 2) SRI ABHIJIT ROY, undivided 1.12 Decimals from L. R. Khatian No. 979.
- 3) SMT. BINITA NANDI, undivided 1.12 Decimals from L. R. Khatian No. 979.
- 4) SRI PIJUS ROY, undivided 1.47 Decimals from L. R. Khatian No. 2753.
- 5) SRI GOUTOM KUMAR ROY, undivided 3.27 Decimals from L. R. Khatian No. 2747, 2752 & 2877.
- 6) SMT. LIPIKA SEAL, undivided 0.9 Decimals from L. R. Khatian No. 2754.

**AND WHEREAS** for better accommodation of the position of the Land Owners, they are interested to develop the said property by engaging developer.

**AND WHEREAS** for purpose of development of the said property the landowners and the said developer namely **D. S. Construction** have executed one Registered Development Agreement dated 08-08-2021, recorded in Book No. I, Volume No. 0501-2021, page Nos. 104438 to 104502. Being No. 050102654 for the year 2021, before the District Sub-Registrar Officer-I, Howrah and for betterment of construction work and/or to sell the Developer's allocation also Registered Development Power of Attorney dated 11-08-2021, recorded in Book No. 1, Volume No. 0501-2021, page Nos. 105668 to 105721 Being No. 050102693 for the year 2021, before the District Sub-Registrar Officer-I, Howrah.

**AND WHEREAS** by execution of the aforesaid Development Agreement and Power of Attorney, the land owners have engaged, appointed the above named developer for the purpose of development of the said property, as specifically described in the Schedule written herein below.



**AND WHEREAS**, but due to his **financial, inconvenience** and personal problem, the Developer/Power of Attorney holder cannot able to commence and/or proceed the said development work and/or any related acts, As a result of which the said property is lying as is condition, only the said the development Agreement and Power of Attorney, are executed, nothing else and nothing more.

**AND WHEREAS** in existence with the said development agreement and power of attorney one land owner namely **Manoj Gopal Roy** died on 11.09.2023, (his wife Smt Pramila Roy died on 23.06.2015) leaving behind and surviving his two sons namely **Tapas Kumar Roy, Abhijit Roy** and one married daughter **Smt Binita Nandi** as his only legal heirs and successors.

**AND WHEREAS** the said developer viz. **D. S. Construction** has made negotiation with the land owners and expressed its incapability of development and also requested the LAND OWNERS to cancel the said Agreement and/or revoked the said Power of Attorney, such proposal has been accepted by the land owners and to avoid future complication and litigation, they have jointly agreed to cancel the said development Agreement and power of attorney by execution of necessary instruments.

**AND WHEREAS** on mutual understanding and settlement as made between the said land owners and the said Developer (D.S. Construction, represented by Sri Sachin Sharma) one registered cancellation of Development Agreement dated 20.12.2023 being No.06227 of 2023 and revocation of Power of Attorney dated 20.12.2023 were made and executed, the previous developer has relinquish his right from the said property.

**AND WHEREAS** a newspaper advertisement dt.07.12.2023 was published for Bengali Pratidin Newspaper, prior to that a complaint dt. 01.12.2023 was ledged to local Police Station by the said developer.

**AND WHEREAS** thereafter the land owners namely **1) SRI TAPOS KUMAR ROY 2) SRI ABHIJIT ROY 3) SMT. BINITA NANDI 4) SRI PIJUS ROY, 5) SRI GOUTOM KUMAR ROY, 6) SMT. LIPIKA SEAL, 7) SMT. SUDIPTA BANDYOPADHYAY @ SUDIPTA BANERJEE, 8) SMT. AMRITA KONER and 9) MRS. ANSHUMITA BANERJEE** express their intention to develop the landed property and on receiving and knowing their intention, the developer viz. **"M/S. SARFA CONSTRUCTION PRIVATE LIMITED** represented by its Managing Director **MR. SAJID MOHAMMED** being experienced and financially well equipped are interested to develop the said property, subject, to specific



confirmation and representation that all necessary formations, permission from the appropriate concern.

**AND WHEREAS** the Owners and the Promoter have entered into a development agreement dated 20/12/2023 registered at the office of the District Sub Registrar -II, Howrah recorded in Book No.-I, Volume No. 0513-2024, Pages from 2972 to 3019 bearing Deed No 051310645 of the year 2023 and for betterment of construction work and/or to sell the Developer's allocation also Registered **Development Power of Attorney** dated 20/12/2023 registered at the office of the District Sub Registrar -II, Howrah recorded in Book No.-I, Volume No. 0513-2024, bearing Deed No 051310647 of the year 2023.

**AND WHEREAS** The Said Land is earmarked for the purpose of building a commercial/residential project, comprising **G+4** multistoried apartment buildings and the said project shall be known as '**SARAFI RIVIERA**' ("Project");

**AND WHEREAS** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

**AND WHEREAS** The **Howrah Zilla Parishad** has granted the commencement certificate to develop the Project vide approval / issued a Sanctioned Plan dated 25/07/2024 bearing no. 162/032/HZP/ES

**AND WHEREAS** The said Developer, **constructed building** as per building plan sanctioned after demolition of the old structures and declared to sell the flats / shops / rooms and/or units out of **DEVELOPER'S ALLOCATION**.

**AND WHEREAS** the purchaser desire to purchase a flat and express his/her/their willingness to the developer and the developer agreed the proposal of the purchaser and one agreement for sale made between them .

**WHEREAS** the purchaser paid entire consideration to the developer and hence this deed

**NOW THIS INDENTURE WITNESS AS FOLLOWS:**

In pursuance of the said agreement and in consideration of payment of a sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** paid by the **PURCHASERS** to the Developer as per Memo of Consideration mentioned hereunder, the receipt whereof the Developer on behalf of the Vendor hereby admit and acknowledge and discharge the **PURCHASERS** from any payment in



future, the Vendor herein do hereby grant, transfer, alienate, assign and convey **ALL THAT** piece and parcel of one self-contained residential Flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, measuring about \_\_\_\_\_ Carpet Area, \_\_\_\_\_ Sq. Ft. Build up Area, \_\_\_\_\_ Sq. Ft. including super built-up area of the building namely '**SARAFIA RIVIERA**' **TOGETHER WITH** undivided proportionate impartible share in the land underneath **ALONG WITH** all common rights, amenities and facilities and other easements lying and situate at Mouza - Andul, J.L. No. 29, Pargana - Mujafarpur, comprised in L.R. Dag Nos. 698 & 704, appertaining to L.R. Khatian Nos. 979, 2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at Ranihati, District - Howrah, morefully and particularly described in the **SECOND SCHEDULE** hereunder written and shown and delineated in the annexed plan with '**RED**' border line **TOGETHER WITH** proportionate, undivided and impartible share in the land underneath the building alongwith right of user of common facilities, advantages and liberties mentioned in **THIRD SCHEDULE** subject to the liabilities and outgoings mentioned in the **FOURTH SCHEDULE** hereunder written **UNTO AND TO** the use of the **PURCHASERS** absolutely and forever free from all encumbrances and the Vendor do hereby covenant with the **PURCHASERS** that notwithstanding any act, deed or thing by the Vendor done or executed or suffered to the contrary, the Vendor are now fully seized and possessed of the said property free from encumbrances, attachments or defects in title whatsoever and have full power and absolute authority to grant, transfer and convey the said Flat hereby sold, transferred in the manner aforesaid **AND THAT** free from all encumbrances, liens, lispens, claims or demand whatsoever **AND THAT** the **PURCHASERS** may at times hereafter peaceably and quietly possess and enjoy the said Flat hereby sold and receive rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from the Vendor or any person claiming through or under them and the Vendor shall and will from time to time and at all times hereafter at the request and cost of the **PURCHASERS** do or cause to be done and executed such acts, deeds and things whatsoever for further and more perfectly assuring the said Flat hereby sold and transferred and every part thereof **TO HAVE AND TO HOLD** the said Flat together with proportionate undivided share in the land underneath the building unto and to the use of the **PURCHASERS** absolutely and forever alongwith right of user of common



facilities, advantages and liberties mentioned in **THIRD SCHEDULE** subject to the liabilities and outgoings mentioned in the **FOURTH SCHEDULE** hereunder written **AND THAT** the Vendor shall keep safe all the title deeds and documents relating to the said **PLOT MENTIONED IN FIRST SCHEDULE** and shall unless prevented by fire or other unavoidable circumstances and accidents from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASERS** produce or cause to be produced to the **PURCHASERS** and/or **his/ her / their** agent at any commission, suit for examination of otherwise as occasion may arise or shall require any or all of the said documents and also at like request and cost deliver or cause to be delivered to the **PURCHASERS** copies of or extracts from the said Deeds as the **PURCHASERS** may do desire.

**The Vendor as well as the Confirming Party hereby deliver possession of the Flat hereby sold in favour of the PURCHASERS.**

1. The Developer and Owners with all Co-owners of the other Flat/Flats units in the said complex promote a service company for maintaining and/or running common parts common areas and/or common purpose for the use and/or benefit of the Purchases and the **PURCHASERS** doth hereby agree to be its member and the **PURCHASERS** shall have to contribute **their** proportionate share towards common expenses as may be fixed by the Developer and/or service company.
2. Each of the Unit has been provided with independent electric meter subject however to the provisions and regulations of the electric meter subject however to the provisions and regulations of the electricity supply authority.
3. The **PURCHASERS** further agrees and covenants as follows:
  - i To pay the Municipal rates and taxes levied by any authority on the Unit and/or proportionately on the demand land and/or building and all charges for electricity/gas/telephone etc. facilities on and from the date of registration hereof.
  - ii Not to do anything whereby the other Co-owners are/will be prejudicially affected and to observe and perform the covenant and condition as herein before and after mentioned
  - iii Not to throw any rubbish or store any articles of combustible goods in the common parts save as to such extent and in such place or places if any as may be specified and/or permitted by the Developer.



- iv Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Unit/Flat.
  - v Not to cause any nuisance or annoyance to the Co-**PURCHASERS** and/or occupants of other portion of the building and/or units or to the occupiers of the other building in the neighborhood of to the owners.
  - vi Not to do anything whereby the other Co-**PURCHASERS** are obstructed or prevented from enjoying suitably and exclusively of their respective units and jointly of the common parts.
  - vii Not to claim any right in any other part of the building and common areas save as may be necessary for ingress and egress materials utilities and pipes cable and lines to be installed in the said unit and in particular not to do claim any rights to any parking space or storage cubicles or terrace have expressly granted.
  - viii Not to claim any partition or sub-division of the demised land or the common parts and not to partition the units by metes and bounds.
  - ix To keep the said Unit in good state or repairs and conditions.
  - x The **PURCHASERS** are entitled to make repairing (white washing colouring etc.) in respect of their own Flat at their own cost through interior decoration without alteration causing any structural changes/damaging the super structure/beams of the **SECOND SCHEDULE** mentioned property.
  - xi The **PURCHASERS** shall not be entitled to make any addition, alteration in respect of super structure exterior wall and exterior elevation and to dispose of the flat in any manner whatsoever.
  - xii To allow the Co-**PURCHASERS** the right of easement and/or quasi easements.
  - xiii To observe the rules framed by the Owners and or service company which may be entrusted in this behalf by the owners party regarding the manner of the use of the owners party regarding the manner of the use of the unit the common parts
4. If any new or enhancement tax or levy or betterment tax or levies are imposed under any status rules and regulations on the construction cost and/or said land and/or unit and/or building the same shall be paid by the **PURCHASERS**.



5. In the case of acquisition of the land and/or building or any part thereof the amounts of compensation receivable by the owners or **PURCHASERS** shall be apportioned as amongst the other owners of the said complex.
6. The **PURCHASERS** hereby irrevocably agrees as specific condition that he shall not any time claim any right of pre-emption in respect of sale of any construction unit and/or underneath the Flat by and/or against any other **PURCHASERS** in the same building and/or in any other adjoining building.

**FIRST SCHEDULE**  
**ABOVE REFERRED TO**  
**(Description of Total Property)**

ALL THAT piece and parcel of Bastu Land measuring about **25 decimals** more or less, with **G+\_\_\_ storied** Building standing thereon lying and situate at Mouza - Andul, J.L. No. 29, Pargana - Mujafarpur, comprised in L.R. Dag Nos. 698 & 704, appertaining to L.R. Khatian Nos. 979, 2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at Ranihati, District - Howrah which is butted and bounded as follows:

ON THE NORTH  
 ON THE SOUTH  
 ON THE EAST  
 ON THE WEST

**SECOND SCHEDULE**  
**ABOVE REFERRED TO**  
**(Description of Property hereby Sold)**  
**(with Lift Facility)**

ALL THAT piece and parcel of one self-contained residential Flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, measuring about \_\_\_\_\_ Carpet Area, \_\_\_\_\_ Sq. Ft. Build up Area, \_\_\_\_\_ Sq. Ft. including super built-up area of the building namely '**SARAFIA RIVIERA**' TOGETHER WITH undivided proportionate impartible share in the land underneath **ALONG WITH** all common rights, amenities and facilities and other easements lying and situate at Mouza - Andul, J.L. No. 29, Pargana -



Mujafarpur, comprised in L.R. Dag Nos. 698 & 704, appertaining to L.R. Khatian Nos. 979, 2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at Ranihati, District - Howrah, and the said flat is shown with "RED" border line in the annexed plan which is a part of this deed of same which is butted and bounded as follows:

ON THE NORTH	
ON THE SOUTH	
ON THE EAST	
ON THE WEST	

**THE THIRD SCHEDULE**  
**ABOVE REFERRED TO**  
**(Common Space and Facilities)**

1. Stair on all the floors.
2. Stair cases and landings and the stair cases of room.
3. Common Passage and lobby on the Ground and the upper Floor.
4. Water Pump and pump room, water tank, water pipes and other plumbing installations.
5. Electric Wiring, meters and meter room.
6. Drainage, sewers and interior roads.
7. Such other common area, parts equipments, installation, fixtures fittings and its spaces in or about the said building or building as are necessary for the use and occupation of the flats shops in common and expressly to be the common parts after construction of the building or buildings but excluding the roof and/or terrace and the open and covered parking spaces or areas.
8. Roof with limited access.
9. Lift facility.



**THE FOURTH SCHEDULE**  
**ABOVE REFERRED TO**  
**(Common Easement)**

1. All costs of maintenance, operating, and replacing, white washing, Painting, rebuilding, reconstruction, decorating, re-decorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for supplies of common facilities and utilities.
4. Insurance premium for insuring the building against earthquake, fire, lightening, mob-violence, damage, civil commotion etc
5. Municipal taxes, multi-storied building tax, other outgoing save those separately assessed on the respective flats shop
6. Cost and charges of establishment for maintenance of the Building and for water and ward stuff
7. All litigations expenses for protecting the title of the land and buildings.
8. The office expenses incurred for maintaining the office for common purposes.
9. All other expenses and outgoing as are deemed by the Vendor to be necessary for incidental for protecting the interest and rights of the **PURCHASERS**.
10. All expenses referred to above shall be proportionately borne by the **PURCHASERS** on and from the date of taking charges and occupation of their respective units but the **PURCHASERS** shall not be liable to bear such charges in respect of the unsold flat.

**THE FIFTH SCHEDULE**  
**ABOVE REFERRED TO**

1. The right in common with the other **PURCHASERS** for the use of the common parts for ingress in and egress out from the Flat/ Unit and/or building or premises.
2. The right in common with other **PURCHASERS** to get electricity, water connection from and to any other flat or common parts through pipes, drains, wires, conduits, lying or being in under through or over the said Unit/Flat as far as may be reasonable for necessary for the beneficial use



- and occupation of the respective flat and/or common parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the Flat as far as it is necessary to protect the same.
  4. The right of support from the said flat that be enjoyed by the other parts of the building.
  5. The right with or without workman and necessary materials to enter from time to time upon the flat for the purpose of repairing so far as may be necessary for repairing such pipes, drains, wires, and conduits as aforesaid provided always that save in case of emergency the **PURCHASERS** shall be given forth eight hours notice in writing of the intention for such entry as aforesaid.

**IN THE WITNESS WHEREOF**, the **Developer**, the authorized representative of the **LAND-OWNERS** and **PURCHASER** to this Deed of conveyance signed the same after going through the contents very carefully and admitting the same to be written correct as per their own advice and direction, on the day, month and year first written above.

**SIGNED SEALED AND DELIVERED  
IN PRESENCE OF  
WITNESSES**

The **LAND-OWNERS** namely 1) **SRI TAPOS KUMAR ROY** 2) **SRI ABHIJIT ROY** 3) **SMT. BINITA NANDI** 4) **SRI PIJUS ROY**, 5) **SRI GOUTOM KUMAR ROY**, 6) **SMT. LIPIKA SEAL**, 7) **SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE**, 8) **SMT. AMRITA KONER**, and 9) **MRS. ANSHUMITA BANERJEE** being represented by **his** Constituted Attorney

1.

SIGNATURE OF THE  
FIRST PART / **VENDOR**



2.

SARFA CONSTRUCTION PRIVATE LIMITED

*Md. Sabid*  
Director

SIGNATURE OF THE  
SECOND PART/**DEVELOPER**

Drafted as per paper supplied by all  
the parties and as per instruction of  
the Vendors as well as Developer and  
admitted all are true and correct

Advocate  
Enroll -  
Judges' Court, Howrah  
Computerized by  
*Feroz Ali Mullaick*

SIGNATURE OF THE  
**THIRD PART / PURCHASERS**



