

**THIS DEED OF SALE** is made on the      day of                      , Two Thousand  
Nineteen

B E T W E E N

(1)      **“PANASIA CONCLAVEPVT. LTD”** (PAN AAGCP2363J), a company  
incorporated under the Companies Act, 1956, having its registered office at 1,  
British Indian Street, 7<sup>th</sup> floor, Room no. 707, Post Office – Bowbazar, Police  
Station – Hare Street, Kolkata – 700 069, (which

expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns)' represented by its constituted attorneys(1) SRI HARISH ROHRA (PAN AGJPR7205B) and (2) SRI YOGESH ROHRA (PAN ADKPR3778D), both sons of late Tirath Das Rohra, both by nationality Indian, both by faith - Hindu, all residing at 73, Bangur Avenue, Block 'C', Kolkata - 700 055. by virtue of the power of attorney executed on 19.08.2015 registered with the office of Addl. Dist. Sub-Registrar, Rajarhat, New Town and recorded in Book No. I, CD Volume No. 1523-2015, Pages from 116158 to 116171, Being No. 152310027 for the year 2015

(2) **SRI RATAN LAL TANTIYA** (PAN No. ABNPT51460), son of late Ram Kumar Tantiya, by faith - Hindu, residing at P-447B, Keyatala Road, Post Office - Sarat Bose Road, Police Station - Gariahat, Kolkata -700 029 which expression unless repugnant to the context shall mean and include his legal heirs, administrators, represented and assigns) represented by his constituted attorneys (1) SRI HARISH ROHRA (PAN AGJPR7205B) and (2) SRI YOGESH ROHRA (PAN ADKPR3778D), both sons of late Tirath Das Rohra, both by nationality Indian, both by faith - Hindu, all residing at 73, Bangur Avenue, Block 'C', Kolkata - 700 055. by virtue of the power of attorney executed on 12.07.2018, registered with the office of Addl. Dist. Sub-Registrar, Rajarhat, New Town and recorded in Book No. I, CD Volume No. 1523-2018, Pages 275297 to 275314, Being No. 152308243 for the year 2018

both hereinafter jointly referred to as the **VENDORS** (which expression unless repugnant to the context shall mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

1) **SRI** ( PAN No. ) ,son of  
Occupation- and (2)**SMT.** (PAN No. )wife  
of Sri , occupation- both by nationality Indian, both by  
faith Hindu, both residing at Post  
Office - Police Station - , faith in Hindu , both hereinafter  
be jointly referred to as the **PURCHASERS** (which terms and expressions shall unless  
excluded by or repugnant to the subject or context be deemed to mean and include  
their respective heirs, executors, administrators, legal representatives and/or assigns)  
of the **SECOND PART**.

A N D

**“ROHRA DEVELOPERS PVT.LTD”** (PAN AAECR3883M). a company incorporated under the Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block ‘C’, Post Office – Bangur, Police Station – Lake Town, Kolkata – 700 055, hereinafter called and referred to as the **“/CONFIRMING PARTY/DEVELOPER”** (which expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **THIRD PART.**

The company is represented by its directors (1) SRI HARISH ROHRA (PAN AGJPR7205B) and (2) SRI YOGESH ROHRA (PAN ADKPR3778D), both sons of late Tirath Das Rohra, both by nationality Indian, both by faith - Hindu, all residing at 73, Bangur Avenue, Block ‘C’, Kolkata – 700 055.

WHEREAS :

1. By several deeds (averred in details in the **fourth** schedule hereunder written), the vendors became owners in respect of the land described in their respective indentures, measuring in aggregate 39 cottah 0 chittack 22 square feet (more fully and particularly described in the first schedule hereunder written and hereinafter referred to as the **SAID PREMISES.**

2. The “PANASIA CONCLAVE PVT. LTD”, one of the vendors, with the intent to develop its 47 satak land in the said premises by constructing buildings thereon entered on 19.08.2015 into a development agreement with the developer for the terms and conditions terms and conditions mentioned therein. The agreement as aforesaid was registered with the office of Addl. Dist. Sub-Registrar, Rajarhat, New Town and recorded in Book No. I, CD Volume No. 1523-2018, Pages from 99477 to 99512, Being No. 152309436 for the year 2015

3. The “SRI RATAN LAL TANTIYA”, one of the vendors, with the intent to develop his 10 cottah land in the said premises by constructing buildings thereon entered on 09.07.2018 into a development agreement with the developer for the terms and conditions terms and conditions mentioned therein. The agreement as aforesaid was registered with the office of Addl. Dist. Sub-Registrar, Rajarhat, New Town and recorded in Book No. I, CD Volume No. 1523-2018, Pages 260561 to 260602, Being No. 152307781 for the year 2018

4. The developer, in pursuance of the said development agreement obtained building plan bearing no. JH/II/186 having sanction date 20.08.2018 and approved by Zila Parishad by Memo no. 528/N2P dated 03.08.2016 and Panchayet Samiti memo no. 1165/RPI dated 17.08.2016 for construction of buildings in the land of the said property.

5. The developer, in pursuance of the development agreement and in accordance with the said plan has already started to make the complex by constructing buildings in the said premises from its own exchequer.

6. By an agreement bearing date \_\_\_\_\_ (hereinafter be referred to as the **SAID AGREEMENT FOR SALE**) made between the vendors and the confirming party herein (referred to therein as the developer) and the purchasers whereby the parties therein agreed on the terms inter alia; (i) the confirming party would sell from the said developer's allocation one flat measuring about \_\_\_\_\_ square feet super built-up area on the \_\_\_\_\_ floor of the said building in Block '\_\_\_\_\_' bearing No. "\_\_\_\_\_" which includes undivided proportionate share in the common areas for common use in the said building (more fully and particularly described in the fourth schedule hereunder written and hereinafter be referred to as the **SAID COMMON SPACES**) and one car parking space open to the sky/under roof measuring about **120** square feet in the ground floor (more fully and particularly described in the third schedule hereunder written and hereinafter be referred to as the **SAID CAR PARKING SPACE**) (ii) the vendors would transfer to the purchasers the undivided proportionate share of land attributable to the said flat and the said common space in the said premises appertaining to in in Dag no. 2708, Khatian nos. 4170 and 4173, Mouza – Ghuni, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas (The said flat and the said car parking space and the said common space along with the undivided proportionate share of land attributable thereto hereinafter altogether be referred to as the '**SAID PROPERTY**') and (iii) the purchasers would pay to the confirming party a sum of **Rs.**

(**Rupees** \_\_\_\_\_) only in aggregate for the said property. It is relevant to mention here that the price of the flat is calculated on the carpet area of the said flat.

7. The confirming party completed the said the said flat as well as building named **ROHRA NIBAS** in pursuance of the agreements

8. The purchasers upon being satisfied with the said building, the said flat, the said car parking space, the said common space, measurement of the said flat, and being apprised of her rights and obligations called upon the vendors and the confirming party to execute and register a proper deed of conveyance to complete the sale and transfer of the said property in favour of the purchaser so that the purchasers can own and possess the said property for ever and absolutely. It is relevant to mention that only after being satisfied in all corners, legal positions, court searching, the purchaser has asked the vendors and the confirming party to get these presents executed and registered.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in consideration of the said total sum of (**Rupees** \_\_\_\_\_) only which the purchaser,

before execution of these presents, paid to the confirming party for the said property (the receipt whereof the confirming party doth hereby and also by separate receipt hereunder written admit and acknowledge to have received the same) the vendors and the confirming party, in concurrence of each other in terms and in compliance of said agreements doth hereby acquit release and discharge for ever the said property comprising of the said flat measuring about      square feet super built-up area on the      floor of the said building in Block      ' bearing No. "      " (more fully and particularly described in the second schedule hereunder written and shown in the plan/map annexed hereto and bordered thereon with 'RED' verge) which includes undivided proportionate share in the common areas and common facilities attached thereto in the said building (the said common areas described in the third schedule hereunder written) and ALL THAT car parking space open to the sky/under roof measuring about **120** square feet in the ground floor (more fully and particularly described in the second schedule hereunder written and shown in the plan/map annexed hereto and bordered thereon with 'RED' verge) together with the said undivided proportionate share or interest of land attributable thereto in in Dag no. 2708, Khatian nos. 4170 and 4173, Mouza – Ghuni, Police Station – New Town, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas and the vendors and the confirming party, doth hereby grant sell, convey, transfer, assign and assure unto the purchasers the said property TO HAVE AND TO HOLD the said property granted sold conveyed transferred assigned and assured and every part or parts thereof forever, absolutely, and free from all encumbrances.

THE VENDORS DOTH HEREBY DECLARE TO THE PURCHASER as follows:-

1. That the vendors have seized and possessed of and are well and sufficiently entitled to the said undivided proportionate share of land hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition use trust whatsoever. The vendors have good right full power and absolute authority to sell grant convey transfer assign and assure the said undivided share of land with all their estate right title interest property claim and demand whatsoever into or upon the said undivided share unto the purchasers free from all encumbrances trust liens and attachments whatsoever.

II. That the purchasers, shall and will, from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the said property is free and clear and clearly and absolutely exonerated and discharged from or by the vendors or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all manner of former or other estates rights titles interests liens charges and encumbrances whatsoever created made done occasioned or suffered by them or any of their predecessors-in-title or any persons rightfully claiming from under or in trust for them.

IV. That the vendors and all persons claiming any right title or interest in the said undivided share of land through from under or in trust for the vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further acts deeds and things for more perfectly assuring the said undivided share of land hereby conveyed unto the purchasers which may be reasonably required.

V. That the vendors shall not do anything whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all act as may be necessary to ensure the rights available to the purchaser as purchasers and as a co-owners hereunder from the other co-owners.

VI. That the vendors shall, time to time and at all time hereafter upon every reasonable requirements of the purchasers, produce the title deeds, plan and documents in original as referred herein above and supply copy thereof to the purchasers at their cost.

THE CONFIRMING PARTY DOTH HEREBY COVENANT as follows :

I. That the confirming party has neither done any act, deed, matter and things nor has been party to any such act, deeds, matters and things whereby or by reason whereof the confirming party may be prevented from assuring the said property to the purchasers.

II. That the purchasers, shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the confirming party or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the confirming party shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and

executed all such further acts deeds and things for more perfectly assuring the said property hereby conveyed unto the purchasers which may be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANT as follows :-

1. That the purchaser shall keep the vendors and the confirming party indemnified against all losses damages in respect of the said property and/or part thereof after taking possession of the said property.
2. That the purchaser shall not do any such act or take any steps whereby the right of the owners and/or occupiers of the other portion of the building may be prejudiced.
3. That the purchaser shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said property wholly and common expenses proportionately and all other out goings in connection with the said property wholly and the said new building proportionately.
4. That the purchaser will not for any reason whatsoever obstruct the vendors and the confirming party in their transferring their respective allocation in the said building.
5. That the purchaser will use the common space commonly with the other co-owners of the said building.
6. That the Purchaser shall bear and pay proportionate share or rates and taxes in respect of the said property from the date of execution of these presents or from the date of taking delivery of the said property, whichever is earlier till the said property is separately assessed and/or mutated in the record of the Jyangra Hatiyara Gram Panchayet.
7. That the purchaser shall pay wholly all rents, and impositions in respect of the said property and proportionate in respect of the common portions upon mutation and separate assessment of the said property.
8. That the purchaser shall not any time claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in any of the common areas which the purchaser will enjoy in common with co-owners.

THE PURCHASER SHALL REGULARLY AND PUNCTUALLY PAY the proportionate share of the common expenses as hereunder :

1. all costs of maintenance, opening, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, the common portions and the common areas of the said building including the outer walls.
2. salary of all persons, employed for the common purpose including security personnel, sweeper, plumber, electrician.
3. all charges and deposits for the common utilities to the said building and/or the said premises.
4. whatsoever taxes payable to the and/or any other Competent Authority in respect of the said building/premises.
5. cost of formation and operation of association of the flat owners of the building.
6. cost of running, maintaining, repairs and replacement of pumps, transformers and other common installations.
7. cost of running, maintenance, repairs of generator, if separately installed for common use of the flat owners.
8. electricity charges for the electrical energy consumed for the operation of the common services.
9. all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. all other taxes, expenses, rates, and other levies, etc. as may be necessary or incidental or liable to be paid by the owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

**THE FIRST SCHEDULE AS REFERRED TO ABOVE**

**(description of the said premises)**

ALL THAT homestead land aggregate **39** cottah **00** chittack 22 square feet in Dag no. 2708, Khatian nos. 4170 and 4173, Mouza – Ghuni, Police Station – New Town, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas, butted and bounded in the following manner :

On the North : by 15 feet wide Panchayet Road

On the South : by part of Dag no. 2708



On the East : by 16 feet wide Panchayet Road

On the West : by part of Dag no. 2708

**THE SECOND SCHEDULE AS REFERRED TO ABOVE**

**(description of the flat)**

**ALL THAT** flat on the \_\_\_\_\_ floor in Block “ \_\_\_\_\_ ”, bearing flat No. “ \_\_\_\_\_ ” measuring \_\_\_\_\_ square feet (including 25% super built-up area), be the same or a little more or less, which includes all the common areas and facilities attached therewith and **ALL THAT** car parking space open to the sky/under roof on the ground floor in Block “ \_\_\_\_\_ ”, bearing No. “ \_\_\_\_\_ ” measuring **120** square feet, be the same or a little more or less in the building known and named “**ROHRA NIBAS**” in Dag no. 2708, Khatian nos. 4170 and 4173, Mouza – Ghuni, Police Station – New Town, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas, TOGETHER WITH the undivided proportionate share/interest on the land attributable thereto.

**The following facilities will be provided with the said flat**

- (i). A.C. community Hall
- (ii) Stand by Generator
- (iii) Gym
- (iv) roof top garden
- (v) Water filtration treatment (iron remover)
- (vi) CCTV
- (vii) Intercom
- (viii) Game room

The purchasers will enjoy the facilities without paying any extra charges thereof subject to payment of maintenance charge to be fixed by the flat owners’ association/committee/common body.

**THIRD SCHEDULEAS REFERRED TO HEREINABOVE**

**(common areas)**

Roof,  
R.C.C. Columns  
Under ground water reservoir,  
Overhead water tank,

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Electric installations,

Elevator

Water treatment facilities

Fire fighting system

All other reasonable rights attached with the said building or the flat and/or the premises.

**FOURTH SCHEDULE AS REFERRED TO ABOVE**

**(details of the land which the vendors purchased by several deeds)**

1. By virtue of a deed of sale, executed on 20.04.2012, registered with the office of ADSR, Bidhannagor, recorded in Book No. I, CD Volume No.. 7, Pages 19428 to 10443, Being no. 04921, for the year 2012, Panasia Conclave Pvt. Ltd purchased from one Pintu Das ALL THAT land measuring 09 cottah 07 chittack 29 square feet in aggregate, be the same or a little more or less, appertaining to Dag no. Khatian no. 4170, Mouza – Ghuni, Police Station – New Town, District South 24-Parganas

2 By virtue of a deed of sale, executed on 10.09.2012, registered with the office of ADSR, Bidhan Nagore, recorded in Book No. I, CD Volume No. 16, Pages 9107 to 9119, Being no. 11607, for the year 2012, Panasia Conclave Pvt. Ltd. purchased from one Tinku Poddar ALL THAT land measuring 19 cottah 08 chittack 40 square feet in aggregate, be the same or a little more or less, appertaining to Dag no. Khatian no. 4170, Mouza – Ghuni, Police Station – New Town, District South 24-Parganas

3 By virtue of a deed of sale, executed on 19.08.2008, registered with the office of ADSR, Bidhan Nagore, recorded in Book No. I, CD Volume No. 10, Pages 11695 to 11709, Being no. 10820, for the year 2008, Ratanlal Tantia purchased from one Pintu Das ALL THAT land measuring 10 cottah 08 chittack 40 square feet in aggregate, be the same or a little more or less, appertaining to Dag no. 2708, Khatian no. 4173, Mouza – Ghuni, Police Station – New Town, District South 24-Parganas

IN WITNESSES WHEREOF the parties hereto have put their respective hands and seal

on respective hands and seal on these presents on the day, month and year first above written.

WITNESSES:

1.

**( PANASIA CONCLAVEPVT. LTD &  
SRI RATAN LAL TANTIYA  
(VENDORS)  
through their constituted attorneys)**

**ROHRA DEVELOPERS PVT.LTD.**

**Director**

**ROHRA DEVELOPERS PVT.LTD.**

**Director**

**(DEVELOPER)**

**(PURCHASERS)**

Drafted by me and prepared in my office

[ SANTANU SINGHA ]

Advocate

Alipore Judges' Court.

Bar Association Library No. 2,

Kolkata – 700 027

**MEMO OF RECEIPT**

RECEIVED from the within named purchaser the within mentioned sum of Rs.

(Rupees ) only following manner:

Bank	Branch	Cheque No.	Date	A m o u n t
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WITNESSES :

1.

**ROHRA DEVELOPERS PVT.LTD.**

**Director**

**ROHRA DEVELOPERS PVT.LTD.**

**Director**

**(DEVELOPER)**