

THIS AGREEMENT FOR SALE is made on the day of , Two
Thousand Nineteen

B E T W E E N

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

SRI SUNIL KUMAR AGARWAL (PAN ACSPA8451H), son of Sri Amar Chand Agarwal, by faith – Hindu, residing at 1, British Indian Street, 7th 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 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) 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

“ROHRA DEVELOPERS PVT.LTD”. 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, having PAN AAECR3883M, hereinafter called and referred to as the “DEVELOPER” (which expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **SECOND PART**.

The company is represented by its directors (1) SRI HARISH KUMAR ROHRA alias HARISH ROHRA 2) SRI YOGESH KUMAR ROHRA alias YOGESH ROHRA, 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.

A N D

(1) **Sri** _____, son of _____, having PAN No. _____
 Occupation - _____ and (2) **Smt.** _____ wife of **Sri** _____
 having PAN No. _____, Occupation- _____ both by nationality Indian,
 both by faith Hindu, both residing at _____ Post Office - _____
 Police Station - _____, 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 **THIRD PART**.

WHEREAS :

1. By several deeds (averred in details in the **seventh** 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 dated 20.08.2018 from the competent authority 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. The developer during construction of the complex has offered to sell and the purchasers have agreed to purchase one flat and one open to the sky/under roof car parking space appertaining to the developer's allocation in the building which and the vendors have agreed to sell and transfer undivided proportionate share/interest of land in the said premises attributable to the said flat and the said car parking space as hereunder.

7. The purchasers being satisfied with the title of the vendors in respect of the said premises and having perused the development agreement and after inspection of the relevant papers and documents related thereto, have agreed to purchase the said flat on the _____ floor, being Flat No. " _____ " in Block No. " _____ " measuring about _____ square feet (including area 25% super built-up area), (more fully and particularly described in the second schedule hereunder written) which includes all the undivided proportionate share in the common areas attached therewith (more fully and particularly described in the fourth schedule hereunder written) and one open to the sky/under roof car parking space measuring about 120 square feet on the ground floor (more fully and particularly described in the third schedule hereunder written) in the buildings under construction TOGETHER WITH the undivided proportionate share of land attributable thereto in the said premises at the price of

Rs. (Rupees) only for the said flat (Rs. x square feet) and Rs. (Rupees) only the for the said car parking space) aggregating to Rs. (Rupees) only under the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings :

ARTICLE : I

1.1. VENDORS : (1) **“PANASIA CONCLAVEPVT. LTD”** and (2) **SRI RATAN LAL TATIYA**

1.2. DEVELOPER : **ROHRA DEVELOPERS PVT. LTD.**

1.3. PURCHASERS :

1.4. PREMISES : ALL THAT homestead land aggregate 39 cottah 0 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(more fully and particularly described in the **first** schedule hereunder written).

1.5. DEVELOPMENT AGREEMENT: ALL the development agreements made between the vendors and the developer as referred to hereinabove.

1.6. BUILDINGS : The buildings to be constructed by the developer on the said premises in accordance with the sanction of the building plan obtained from the competent authority.

1.7. PLAN : The building plan bearing No. JH/II/186 dated 20.08.2018 sanctioned by the competent authority for construction of the buildings at the said premises with such additions, alterations and modifications as would be deemed necessary by the developer.

1.8. CONSULTANT : The person and/or firm to be appointed by the developer for planning, designing and supervising the said building in connection with all technical activities.

1.9. ADVOCATE : The person and/or firm to be appointed by the developer for looking after the legal aspect of the project.

1.10. OWNERS' ALLOCATION : Save and except the developer's allocation the area in the building the owners will be entitled to (as described in the development agreements as aforesaid).

1.11. DEVELOPER'S ALLOCATION : Save and except the owners' allocation the area in the building the developer will be entitled (as described in the development agreements as aforesaid).

1.12. SALEABLE PORTION : All the portion in the building meant for independent use.

1.13. FLAT : All that the flat measuring about square feet super built-up area on the floor in the building in Block " " (more fully and particularly described in the second schedule hereunder written and hereinafter be referred to the **SAID FLAT**).

1.14. CAR PARKING SPACE : All that open to the sky/under roof car parking space measuring about **120** square feet on the ground floor area of the building (more fully and particularly described in the **third** schedule hereunder written and hereinafter be referred to as the **SAID CAR PARKING SPACE**).

1.15. COMMON SERVICE AREAS: All the common areas and service facilities to be enjoyed by all the owners/occupiers of the buildings (more fully and particularly described in the **fourth** schedule hereunder written).

1.16. COMMON EXPENSES : The expenses and cost of maintaining the said common areas and facilities of the building which will proportionately be borne or paid by the purchasers after execution of deed of conveyance or taking delivery of possession of the said flat and the said car parking space, whichever is earlier (more fully and particularly described in the **fifth** schedule hereunder written)

1.17. PRICE OF UNDIVIDED PROPORTIONATE SHARE OF LAND : Owners' allocation cost whereof will be borne by the developer will be treated as consideration to be given to the vendors against which the vendors will transfer the undivided proportionate share/interest of land in the premises attributable to the developer's allocation.

1.18. CONSIDERATION : Consolidated price of the said flat and the said open to the sky/under roof car parking space is Rs. (Rupees) only which the purchasers will pay to the developer according to the **sixth** schedule hereunder written.

1.19. TIME : The developer will deliver the peaceful vacant physical possession of the said flat and the said open to the sky/under roof car parking space in habitable condition within thirty six months from the date of execution of the agreement. Notwithstanding another six months will be extended as grace period, if the developer thinks so, to complete the project.

1.20. UNDIVIDED SHARE : The undivided proportionate share or interest in the land of the said premises attributable to the said flat and the said open to the sky/under roof car parking space.

1.21. TRANSFERORS : In context of this agreement the vendors herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.

1.22. TRANSFEREES : In context of this agreement the purchasers who will purchase flat/car parking space in the buildings from developer' allocation.

1.23. TRANSFER : Transfer of proportionate undivided share/interest of land in the premises by the vendors attributable to the developer's allocation

1.24. MANNER OF WORK and SPECIFICATIONS : The materials and accessories which are to be used for construction of the buildings and/or the said flat and the said open to the sky/under roof car parking space (fully and particularly described in the Annexure annexed hereto).

1.25. ASSOCIATION : The association to be formed by the purchasers of the independent unit in the building, cost whereof will be borne by them, to look after the day to day maintenance and administration of the complex.

1.26. PAYMENT SCHEDULE : The **sixth** schedule hereunder in accordance which the purchasers will pay the agreed consideration to the developer for the said flat and the said car parking space.

1.27. COMPLEX : The group of buildings under construction in the said premises.

1.28. NAME OF THE COMPLEX : **ROHRA NIBAS**

ARTICLE : II DATE OF COMMENCEMENT :

2.1. This agreement shall deem to have commenced with effect on and from the date of execution of this agreement.

ARTICLE : III TITLE :

3.1. The purchasers have duly inspected all the deeds, documents and papers whatever concerning or relating to the title of the said premises, the development agreements, the building plan, the legal positions and have duly satisfied themselves with regard thereto and also in respect of the rights and liabilities of the vendors, the developer and also of the purchasers.

3.2. The purchasers have duly inspected the specification, design of the buildings and of the said flat and the said open to the sky/under roof car parking space and have duly approved the same. The purchasers will have no objection if circumstances demand the change of elevation, designing and scope of the buildings.

ARTICLE : IV TRANSFER :

4.1. The developer will sell and the purchasers will purchase from the developer's allocation all that the said flat and all that the said open to the sky/under roof car parking space in the building at or for the consideration payable to the developer in accordance to the sixth schedule and the vendors will sell and transfer undivided proportionate share of land attributable thereto in the said premises.

ARTICLE : V CONSIDERATION IN RESPECT OF THE SAID FLAT AND THE SAID OPEN TO THE SKY/UNDER ROOFCAR PARKING SPACE :

5.1. The consideration in aggregate payable to the developer for sale and transfer of the said flat and the said open to the sky/under roof car parking space shall be
Rs. (Rupees)

only which the purchasers will pay to the developer according to the **sixth** schedule hereunder.

5.2. The time for the payment of the said agreed consideration as mentioned in the sixth schedule shall be deemed to be the essence of this agreement.

5.3. The purchasers will pay all money other than the said agreed consideration in pursuance of this agreement as and when the same shall become due and payable whether any formal demand is made or not by the developer. In this context too the time shall be essence of this agreement.

5.4. The purchasers shall, under no circumstances, make the vendors and/or their property to the extent of the owners' allocation liable in any manner whatsoever for the payments made by them to the developer at any time towards value of the said flat and the said open to the sky/under roof car parking space booked by the purchasers pertaining to the developer's allocation.

ARTICLE : VI CONSTRUCTION :

6.1. The construction of the building including the said flat and the said open to the sky/under roof car parking space in habitable condition shall be completed by the developer within thirty months from the date of execution of this agreement, subject to force majeure. The developer however will be entitled to other six months as grace period to complete the project.

6.2. Alteration as may be deemed fit and proper by the developer at the advice of the consultant shall be made. But the purchasers will not be entitled to raise any objections to such alteration in the plan, specification, elevations, designs, revision and layout of the building, in whole or in part.

6.3. The purchasers shall not interfere or hinder or obstruct in any manner whatsoever in completing the construction of the buildings or any part thereof by the developer.

6.4. The purchasers shall not raise any objection whatsoever of any nature in the manner of completion of construction of the building and/or construction of further floors or stories over the roof/terrace and/or addition horizontally and/or vertically of the buildings, either on the ground of disturbance or annoyance or on any other ground whatsoever, subject to the compliance of the rules and regulation of the

competent authority and without affecting the facilities specified in the schedule hereunder written which the purchasers are entitled to.

6.5. The consultant, for the time being shall have the absolute authority to ascertain and determine as to the quality or specification of the material to be used in the buildings. The purchasers will however have the right to make inspection of the materials being used in the building.

6.6. After completion of the said flat and the said car parking space in habitable condition ready for use, the developer shall intimate the purchasers within fifteen days from the date of receipt of such intimation the purchasers shall take possession of the said flat and the said open to the sky/under roof car parking space subject to payment of all the dues payable by the purchasers to the developer. Such intimation will be treated as to the purchasers' taking delivery of possession of the flat and the car parking space whether they take physical possession thereof or not.

6.7. The developer shall have exclusive and uninterrupted right and authority to raise further floor than it is sanctioned presently subject to the revised sanction plan and approval of the competent authority.

ARTICLE : VII DEFAULT :

7.1. The purchasers shall pay interest at the rate of 18% per annum on all sums described in the sixth schedule hereunder written becoming due, if the purchasers fail to pay the said amount to the developer on the date or the same becoming payable for the period during which the purchasers remain in default.

7.2. The purchasers, if commit default in making payment of the amount of the said agreed consideration money in accordance with the sixth schedule hereunder written along with interest as aforesaid within one month from the date of default, the developer on giving written notice upon the purchasers shall be at liberty to terminate this agreement. In the event of such termination the purchasers shall cease to have any right under this agreement. In case of such termination, the developer shall be at liberty to deal in respect of the said flat and the said open to the sky/under roof car

parking space with other person for such consideration and on such terms as the developer shall at its discretion think proper. In the event of such termination, the developer will refund the entire amount paid till the date of termination to the purchasers after deducting 10% thereon as pre-determined damages. This refund will be made only after receiving payment against the said particular flat and the said open to the sky/under roof car parking space from the fresh purchasers or within six months from cancellation, whichever is later.

7.3 The developer will pay penalty to the tune of Rs. 5,000-00 (Rupees five thousand) only per month if it fails and/or neglects to handover and deliver the said flat and the said open to the sky/under roof car parking space within the stipulated period and then after exhaustion of the force majeure if applicable till the developer delivers the said flat and the said car parking space to the purchasers.

ARTICLE – VIII PURCHASERS’ RIGHTS :

8.1. Until and unless the entire agreed consideration money as described in the sixth schedule and other incidental charges as stipulated herein are paid by the purchasers, the developer shall not be liable to make over possession of the said flat and the said open to the sky/under roof car parking space to the purchasers nor the purchasers shall acquire any right title or interest whatsoever in the said flat and the said car parking space.

8.2. The purchasers shall have undivided proportionate share in the common areas (described in the fourth schedule hereunder written) for the use and enjoyment with all other owners and occupiers of the said buildings.

8.3. The purchasers, during the continuation of the agreement prior to execution and registration of deed of conveyance, shall be entitled to assign and/or transfer their interest under this agreement in respect of the said flat and the said open to the sky/under roof car parking space, subject to the terms herein contained and also payment of the said of the agreed consideration for the period till the date of such transfer and/or assignment. The purchasers in the event of their assigning this agreement for sale to any third party, if prior to the execution and registration of

the deed of conveyance in respect of the said flat and the said open to the sky/under roof car parking space, will have to pay the developer a sum corresponding to 2% of the agreed consideration or @ Rs. 80 per square feet of measurement of the said flat, whichever is higher. Notwithstanding the purchasers will have no right to transfer the said flat and the said car parking spaces within one year from the date of execution of this agreement without written permission of the developer.

8.4. The purchasers shall have no absolute right save and except the said flat and the said open to the sky/under roof car parking space while the vendors and the developer will have absolute right to deal with the flats and/or car parking spaces pertaining to their respective allocations without any objection of and/or obligation to the purchasers.

ARTICLE – IX PURCHASERS’ OBLIGATIONS :

9.1. The purchasers initially shall pay to developer for the time being till the association is formed and/or the association thereafter, month by month and every month, a sum of Rs. 2-00 (Rupees two) only (may enhance if circumstances demands) per square feet of the flat area as common expenses (as described in the seventh schedule hereunder written) within fifth day of every English month even if even no formal demand is made. The purchasers will be liable to make this payment from the date of taking possession of the said flat and the said open to the sky/under roof car parking spaces and/or execution of deed of conveyance, whichever is earlier.

9.2. If any major alteration and modification is made in the said flat at the choice and written instruction of the purchasers, the purchasers will bear all expenses for regularization and modification of plan as per rule framed by the competent authority. In the event of such initiation of such change, the purchasers will have to take written consent of the consultant for the time being and thereafter of the association. In no circumstances and in no manner the purchasers will have any right to damage the column, beam and the walls works as partition walls with the adjacent flats.

9.3. The details of the specification of the construction of the proposed buildings have been furnished in the annexure annexed hereto. For any extra work not specified therein shall be charged and payable extra as per the rate to be decided between the purchasers and the developer before execution of the said extra work for which no outside contractors will be allowed to work. All the payment for extra work shall be made by the purchasers before commencement of the work by the developer or as agreed between the parties.

9.4. The purchasers shall bear and pay the proportionate share the cost and maintenance of the common service and facilities as may be determined from time to time by the developer or the Association to be formed as enumerated in the fifth schedule hereunder written.

9.5. The purchasers shall cooperate the other purchasers in keeping their vehicle in their respective open to the sky/under roof car parking space, if required, by moving their car for the time being.

ARTICLE – X USER :

10.1. After possession of the said flat and the said open to the sky/under roof car parking space being delivered to the purchasers, they shall be entitled to the use and occupation of the same. The purchasers after taking possession of the said flat and the said open to the sky/under roof car parking space shall have no claim against the developer as to any defect in any item of work of construction of the said flat and/or the said open to the sky/under roof car parking space and/or the buildings whatsoever.

10.2. After taking delivery of possession of the said flat and the said open to the sky/under roof car parking space, the purchasers, shall not be entitled to raise any objection to the measurement of the said flat and the said car parking space.

10.3. The purchasers shall permit the developer and/or the association and/or their men, agents and surveyors with or without workmen and otherwise at all

reasonable times to enter into/upon the said flat and the said open to the sky/under roof car parking space or any part thereof to examine the condition thereof.

10.4. The purchasers shall observe and perform all rules regulations and restrictions as may from time to time be framed by the developer and/or the association for the proper use and management of the buildings.

10.5A. The purchasers shall not :-

a) use the said flat and the said open to the sky/under roof car parking space in any such manner which may cause nuisance to other occupiers of the buildings and/or to the neighbors.

b) use the said flat or permit the same to be used for any other purpose than residential purpose only.

c) allow the storage of goods, articles or things in the stair case, lobbies passage and/or other common parts or areas of the buildings or any portion thereof.

d) block the stair case, lobbies passages or other common parts or areas of the buildings or any portion thereof.

e) bring or keep or store in or upon the said flat or any portion of the buildings any goods of hazardous inflammable or combustible nature or any article which are too heavy to affect the structures of the building and/or portion thereof.

f) decorate the exterior of the said flat otherwise than in the manner that the developer and/or association thinks proper.

g) display or put up any neon sign or other sign board on the outer walls of the flat or any part of the buildings without the consent in writing of the developer and/or the association except on the main gate of the said flat.

h) claim any partition or division or sub-division of the land of the premises and/or the common parts or areas of the buildings.

i) effect any structural members ,e.g. the columns, beams and walls, work on partition walls with other flats for doing interior decoration in the said flat.

10.5B. The purchasers shall :

a. maintain the said flat at their own cost in good repair and condition and not make any material addition /alteration thereof, use the said flat or any part thereof or permit the same to be used only for the purpose of residence etc.

b. join along with other purchasers in the buildings to form a Flat Owner Association or Co-operative Society in accordance with the relevant Acts applicable and sign and execute papers as may be necessary for the purpose of formation and registration thereof.

c. carry out repair of the interior part of the said flat at their own cost.

d. bear and pay any increase in local taxes, water charges, insurance premium.

e. observe and perform all the rules and regulations which the owner association or Co-Operative Society may adopt and addition, alteration or amendments thereof.

f. permit the developer and their agents to enter into and upon the said land building with or without workman at all reasonable times for the purpose of maintenance services of the building.

g. accept that there is no dearth and/or defect in quality of materials or workmanship or any other account whatsoever in construction of the said flat and/o the said car parking space and/or the said building.

h. pay regularly and punctually all outgoing and rates and taxes including those payable to all local bodies and/or in respect of the said premises and/or the said buildings proportionately and for the said flat and the said car parking space wholly.

i. pay sales tax, services and all other taxes, if applicable, directly to the office of the concern competent authority or through the developer as and when payable. The purchasers will be solely responsible and liable for making negligence and/or delay in making payment of such taxes.

ARTICLE XI. DEVELOPER'S OBLIGATION :

11.1 The developer will pay penalty to the tune of Rs. 5,000-00 (Rupees five thousand) only per month if it fails and/or neglects to handover and deliver the said flat and the said car parking space within the stipulated period and then after exhaustion of the force majeure, if any, till the developer delivers the said flat and the said open to the sky/under roof car parking space to the purchasers.

ARTICLE – XII DOCUMENTATION STAMP AND FEES THEREOF :

12.1. All deeds, necessary documents and papers in respect of this agreement as may from time to time be required, will be prepared by the advocate appointed by the developer and those will be final and binding upon the purchasers. The purchasers shall bear all costs, charges and expenses for preparing the same.

12.2. The purchasers, on or before the execution of the agreement, will pay 0.25% of the deed value to the advocate appointed by the developer towards his fees for preparation of this agreement, registered or un registered.

12.3. The purchasers, on or before the execution of the deed of conveyance, will pay 0.25% on the deed value to the advocate appointed by the developer towards his fees for preparation of the deed of conveyance.

ARTICLE – XIII COMMON UNDERSTANDING :

13.1 The developer, if amalgamates further land to the existing land of the said premises for extending the project, the purchasers will not raise any objection thereto. In that event of such amalgamation, the building plans may be modified or altered

within the ambit of building rules. The purchasers will not raise any objection to that lawful addition/alteration of the building plan and regularization thereof by the competent authority, if not affecting the said flat and the said car parking space under this agreement.

13.2. The purchasers will have no objection and/or reservations to the use of the common areas of the subject project for ingress and egress or easement and quasi-easement by the occupiers of the plots adjacent to the said premises where the developer may cause other projects. The purchasers knowing it well that the common areas as aforesaid is meant for both the owners/occupiers of the flats in the said premises and of the project adjacent to it. The developer and/or occupiers of the plots adjacent to the premises where the developer may cause other projects may carry goods through the common areas as aforesaid by lorries and other vehicles for the time being without affecting the right of ingress and egress of the purchasers.

13.3. The purchasers will have no objection against the use of internal road/mandatory open spaces of the sanction plan/addition alteration plan for the purpose of sanctioning of building plan by the concerned authority on the adjacent plot where the developer may initiate other projects.

13.4. The developer has every right to use the common passage and internal and mandatory open spaces of the project as common thoroughfare for any of the adjacent premises where the developer may cause other projects.

13.5. The purchasers agree and consent to the fact that in case of additional construction is sanctioned by the concerned authority then the developer shall be entitled to construct and deal with to which the purchasers hereby consent and shall not raise any objection with regard thereto including with regard to the fact that owing to construction of such additional areas, the proportionate undivided share of the purchasers in the land comprised in the said premises and also in the common areas and installations shall be and/or is likely to stand reduced. The purchasers also consent and confirm that the developer shall be at liberty to have the plan as may be sanctioned from time to time to be modified and/or altered. Upon the same being sanctioned provided that in case by such modification, alteration etc., the interiors of

the purchasers' unit if affected then the developer shall take a consent in writing from the purchasers for such modification and alteration.

13.6. Save and except this instant agreement no agreement and/or oral representation between the parties hereto, either prior to execution of this agreement or after execution of this agreement, will exist or will have any legal validity.

13.7. It is agreed by and between the developer and the purchasers that, after taking delivery of the said flat and the said open to the sky/under roof car parking space, the purchaser will have no claim in respect of the measurement of the said flat and the said car parking space.

ARTICLE – XIV - ASSOCIATION

14.1. The developer shall, after completion of the building, assist the flat owners to form an Association for the management of the affairs of the said buildings for common purpose. The purchasers will have to be a member of the association and will have to sign and execute all necessary applications, papers and documents as may be necessary for formation and registration of such association.

14.2. Association under the relevant Acts will look after, manage and administer the affairs of the building without creating any liability upon the developer.

14.3. Until the Association is formed, the developer shall manage and maintain the common portion by itself or through its authorized person at the expenses of the flat owners including the purchasers. All the cost and charges and expenses for the same shall be borne the purchasers and other co-owners proportionately.

ARTICLE – V JURISDICTION :

15.1. The courts which have the territorial jurisdiction over the said premises will have the exclusive jurisdiction over this agreement.

ARTICLE – XVI - FORCE MAJEURE :

16.1. The developer will complete the said complex, the said building, the said flat and the said open to the sky/under roof car parking space within the stipulated period unless the circumstances goes beyond to the control of the developer.

ARTICLE – XVII ARBITRATION

17.1. Any disputes and difference, if arises, between the parties to this agreement, shall on the first place be referred to the sole arbitrator nominated by the developer and if necessary the arbitrator so nominated may proceed within the ambit of the Arbitration and Conciliation Act, 1996 and without compliance the provision of said arbitration, neither or the parties will be entitled to proceed before the court of laws as regards the said the disputes and differences.

ARTICLE – XVIII - NAME OF THE PROJECT :

18.1. The purchasers agree that name of the complex is and will remain **‘ROHRA NIBAS’** and the purchasers will have no right to change the name.

THE FIRST SCHEDULE AS REFERRED TO ABOVE
(description of the said premises)

ALL THAT homestead land aggregate 39 cottah 0 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 36 feet wide 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, 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, which includes all the common areas and facilities attached therewith 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.

THE THIRD SCHEDULE AS REFERRED TO HEREINABOVE

(description of the car parking space)

ALL THAT open to the sky/under roof car parking space measuring **120** square feet, be the same or a little more or less, on the ground floor 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.

FOURTH SCHEDULES 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.

THE FIFTH SCHEDULE AS REFERRED TO HEREINABOVE

(common expenses which will be borne proportionately)

Expenses for maintaining, repairing, redecorating the building and/or part thereof.

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof.

THE SIXTH SCHEDULE AS REFERRED TO HEREINABOVE**(manner of payment)**

On execution of the agreement	-	20% of agreed consideration
On casting of foundation	-	15 % of agreed consideration
On casting of first floor	-	10 % of agreed consideration
On casting of second floor	-	10 % of agreed consideration
On casting of third floor	-	10 % of agreed consideration
On casting of fourth floor	-	10 % of agreed consideration
On completion of brick work of subject flat	-	10 % of agreed consideration
On completion of flooring of subject flat	-	10 % of agreed consideration
On registration and delivery of possession	-	5% of agreed consideration

SEVENTH 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 VolumeNo.. 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 VolumeNo. 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 VolumeNo. 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.

ROHRA DEVELOPERS PVT. LTD

Director

“ROHRA DEVELOPERS PVT. LTD

2.

Director

(VENDORS)

**(PANASIA CONCLAVEPVT. LTD&
SRI RATAN LAL TANTIYAthrough
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)

ANNEXURE

Technical specification

Scope of works & Amenities inside the Flat

FOUNDATION :

The foundation of the building shall be reinforced cement concrete.

STRUCTURE :

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION :

Attractive designed front elevation with exclusive finish.

WALLS :

The external walls of the building be 200/100 mm thick block and partition wall inside the flats shall be of 100 mm and 100 mm thick. Both to be bounded with cement mortar.

PLASTERING :

All internal surface shall be plastered with cement sand finished with putty. All external walls shall be plastered with cement and sand and painted with weather coat of reputed make.

FLOORING AND SKIRTING :

All and other flooring and skirting inside the flat including the balcony shall be made with 2x2 vetrified tiles. The toilets shall have 6' glazed white anti skid vetrified tiles. The kitchen will have anti skid vetrified tiles

DOORS :

All doors frame will be made of wood. The main door will be of flush door with lamination. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have PVC door. The main door shall be provided with one magic eye.

WINDOWS :

All window shall be aluminum/steel frame with integrated grill and will be fitted with glass.

ELEVATORS/LIFTS

Otis Automatic.

TOILET FITTINGS :

All toilets will have anti skid tiles. All toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower. The commode and the basin will have white colour.

KITCHEN FITTINGS/FIXTURES :

The kitchen will have anti skid flooring The kitchen shall have R.C.C. cooking platform with black stone. 3' dodo ceramic tiles on cooking slab.

ROOF : Proper roof treatment with water proofing.

STAIRS : All landings and steps of the stair-case will be of marbles.

ELECTRICALS : Meter-Individual meter to be fitted by individual costing.

All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with in front cover of parapet sheet with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS :

Bed Rooms : Two light points, one fan point, one multi-plug point (5 Amps) computer points in all bed rooms. One A.C. point.

Toilets: One light point, one exhaust fan point, 15 Amps, one Geezer point .

Living/Dining Room : Two light points, two fan points one plug point (15 amps), one T.V. point and one Refrigerator point and one AC point

Kitchen : Aqua guard point and exhaust point with a 15amp. point

Stairs : One light point in each landing.

Roofs' : To light points

Ground floor : Adequate light points.

Stairs : All landings and steps of the stair-case will be of cota tile/marble.

Ground floor : Total opening land to be laid with crazy or checker tiles.

WATER SUPPLY ;

Boaring water with adequate pump set to lift water to the overheard tank.

The owners will not pay any extra charge for the building and for getting the specification as annexed hereto. But they have to pay extra money for any extra work other than what are stated in hereto.

SEVENTH SCHEDUL AS REFERRED TO ABOVE

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

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PLASTERING :

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WINDOWS :

All window shall be aluminum/steel frame with integrated grill and will be fitted with glass.

ELEVATORS/LIFTS

Otis / Kone/ Similar reputed make.

TOILET FITTINGS :

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