

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

B E T W E E N

(1) **“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, , (which expression unless repugnant to the context shall mean and include its successors-in-office, executors office, administration, legal and assign)

(2) **N. S. T. HOUSING DEVELOPMENT PVT. LTD.** (PAN AACCN0189L), a company incorporated under the companies Act, 1956, having its registered office at 20/1, Manindra Mitra Row, Post Office – Pathuriaghata, Police Station – Muchipara, Kolkata –700 006, (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 20.03.2013, registered with the office of Addl. Dist. Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 7, Pages 10352 to 10362, Being No. 04958 for the year 2013.

(3) **SMT RANJU MONDAL**, wife of Sri Dhiman Mondal, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, represented by his constituted attorneys, by virtue of the power of attorney executed on 10.02.2014, registered with the office of Addl. Dist. Sub Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 3, Pages 8945 to 8955, Being No. 01836 for the year 2014.

(4) **SRI SWAPAN KUMAR ROY**, son of Sri Motilal Roy, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059 ,

(5) **SMT NIVA RANI HALDER**, wife of Sri Sadananda Halder, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059

(6) **SRI SUBHANKAR MISTRI**, son of Sri Barun Chandra Mistry, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059

(7) **SRI DIPANKAR MISTRI**, son of Sri Barun Chandra Mistry, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, represented by their constituted attorneys, by virtue of the power of attorney, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. IV, CD Volume No. 2, Pages 3392 to 3408, Being No. 14235 for the year 2012.

(8) **SMT MAMATA ROY** (PAN BRGPR4281J), wife of Sri UpendraNath Roy, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, represented by her constituted attorneys by virtue of the power of attorney executed on 27.04.2016, registered with the office of ADSR, Rajarhat, and recorded in Book No. I, Volume 1523-2016, Pages 143364 to 143378, Being no. 152304506 for the year 2016

(9) **SRI RANJIT MAJUMDER**, son of Sri Sadananda Majumder, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, by virtue of the power of attorney executed on 30.03.2016, registered with the office of ADSR, Rajarhat, and recorded in Book No. I, Volume 1523, pages 1226765 to 122689, Being no. 152303801 for the year 2016.

(10) **SRI AMULYA MONDAL**, son of Sri Nakul Mondal, by nationality – Indian, by faith Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059

(11) **SMT SHYAMALI MONDAL**, wife of Sri Amulya Mondal, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, represented by their constituted attorneys by virtue of the power of attorney executed on 18.10.2014 registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 21, Pages 268 to 279, Being No. 12695 for the year 2014.

(12) **ANT TELEVISION (P) LTD** (PAN AAFCA1618J), a company incorporated under the Companies Act, 1956, having its registered office at 1, Acharya Jagadish Chandra Bose Road, Kolkata – 700 020, represented by its constituted attorneys by virtue of the power of attorney executed on 04.01.2019 registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2019, Pages 21554 to 21571, Being No. 152300261 for the year 2019.

(13) **SARASWATI MONDAL**, wife of Sri Amulya Mondal, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, represented by their constituted attorneys by virtue of the power of attorney executed on 18.10.2018 registered with the office

of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523-2018, Pages 104891 to 104907, Being No.2777 for the year 2014.

(14) **GOUR CHANDRA MONDAL**, son of Sri Amulya Mondal, by nationality – Indian, by faith – Hindu, residing at Ramkrishna Pally, Post office Gouranga Nagar, Police Station - New Town, Kolkata – 700 059, represented by their constituted attorneys by virtue of the power of attorney executed on 18.10.2018 registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523-2018, Pages 104891 to 104907, Being No.2777 for the year 2014.

all 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**.

In context of this agreement the constituted attorneys of Vendor nos. 2 to 11 are (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, both residing at 73, Bangur Avenue, Block 'C', Kolkata – 700 055

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. , by nationality Indian, by faith , residing at , Post Office – , Police Station – , Pin- , District : hereinafter be referred to as the **PURCHASER** (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 measuring **120** cottah **09** chittack **30.5** square feet (more fully and particularly described in the first schedule hereunder written and hereinafter referred to as the **SAID PREMISES**).

2. The vendors, with the intent to develop the said premises by constructing buildings thereon entered with the developer several development agreement for the terms and conditions terms and conditions inter alia : (i) the developer would, in accordance with the plan as hereunder, construct and complete buildings in the said premises consisting of several flats and car parking spaces (hereinafter referred to as the **SAID BUILDINGS**), (ii) finance for construction of the said buildings would be fetched by the developer (iii) the developer would provide the vendors with 48% of the sanction building area and 48% of the car parking space and open space in the buildings (hereinafter be referred to as the said the **owners' allocation**) (v) the vendors would allow and authorise the developer to sell 52% of the sanction building area and 52% of the car parking space and open space in the buildings (hereinafter be referred to as the **developer's allocation**) at the price of their discretion (vi) the said owners' allocation at the cost of the developer would be treated as consideration against which the vendors would transfer the undivided proportionate share of land in the said premises attributable to the developer's allocation to the developer and/its assignee (hereinafter for brevity referred to as the **SAID DEVELOPMENT AGREEMENT**). Details of the development agreements are given in the **eighth** schedule hereunder written.

3. The developer subsequently made a scheme of effecting the said project of premises in two phase i.e. Phase No. I and Phase No. II

4. The developer accordingly, in pursuance of the said development agreement, had obtained building plan bearing no. **JH/II/66** dated 27.06.2016 from the competent authority for construction of buildings in Phase I of the complex in the said premises.

5. The developer, in pursuance of the said development agreement, had obtained building plan bearing no. GP/II/194/2019 dated 19.01.2019 from the competent authority for construction of buildings in Phase II of the complex in the said premises.

6. The developer, in pursuance of the development agreement and in accordance with the said plan has completed construction of Phase I of the said Complex and has started construction of Phase I of the said Complex by constructing buildings.

7. The developer during construction of the Phase I of the complex has offered to sell and the purchasers have agreed to purchase one flat and one 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.

8. 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 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 and GST (6%) is Rs.** under the terms and conditions hereinafter appearing.

9. The developer do hereby also states that they will bear the 6% of G.S.T. out of 12 % on behalf of the purchaser/purchasers which includes in the said agreed consideration amount and also be treated as the promotional consideration amount for which the developer will bear the 6% of G.S.T. in view of their business promotion.

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) **“ROHRA DEVELOPERS PVT. LTD (2) N. S. T. DEVELOPMENT PVT. LTD., ANT TELEVISION PVT. LTD. (4) RANJU MONDAL (5) SWAPAN KUMAR ROY (6) NIVA RANI HALDER (7) SUBHANKAR MISTRI (8) DIPANKLAR MISTRI (9) MAMATA ROY (10) RANJEET MAJUMDER (11) AMULYA MONDAL (12) SHYAMALI MONDAL (13) SARASWATI MONDAL (14) GOUR CHANDRA MONDAL**

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

1.3. PURCHASERS :

1.4. PREMISES : ALL THAT homestead land measuring **120** cottah **09** chittack **30.5** square feet in Mouza – Ghuni, Touzi No. 178, J.L. No. 23, R.S. Dag Nos. 3094, 3095, 3096 and 3097, R.S. Khatian Nos. 878 and 880 corresponding to L.R. Khatian Nos. 3730, 3721, 7238,7237, 5658, 5662, 5663, 5659, 3812, 3687,

7236 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/66 dated 27.06.2016 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 (more fully and particularly described in the second schedule hereunder written).

1.11. DEVELOPER'S ALLOCATION : Save and except the owners' allocation the area in the building the developer will be entitled (more fully and particularly described in the third schedule hereunder written).

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 one under roof car parking space measuring about **120** square feet on the ground floor 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 car parking space is **Rs. _____) only** which the purchasers will pay to the developer according to the **sixth** schedule hereunder written.

1.19. TIME : The construction of phase I of the complex is now ready to delivery and the developer will deliver the peaceful vacant physical possession of the Phase No. II and the complex in habitable condition within twelve 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 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 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 ADDRESS**

1.29. PHASE I : First part of the complex spread in the land measuring about **73** cottah **12** chittack **39.5** square feet in the said premises.

1.30. PHASE II : Second part of the complex spread in the land measuring about **46** Cottah **12** Chittck **36** Square Feet in the said premises.

1.30. COMPLETION CERTIFICATE : in respect of phase I of the Complex

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 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 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 CAR PARKING SPACE :

5.1. The consideration in aggregate payable to the developer for sale and transfer of the said flat and the said 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 car parking space booked by the purchasers pertaining to the developer's allocation.

ARTICLE : VI CONSTRUCTION :

6.1. The construction of the building in Phase **I** including the said flat and the said car parking space has already been completed and the completion certificate as aforesaid developer has already been issued by the competent authority.

6.2. The construction of the building in Phase **II** including the said flat and the said car parking space in habitable condition shall be completed by the developer within twelve 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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 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.

6.8. 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 car parking space with other person for such consideration and on such terms as the developer shall at its discretion thinks 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 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 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 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 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 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 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 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 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 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 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 car parking space and/or the buildings whatsoever.

10.2. After taking delivery of possession of the said flat and the said 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 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 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 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 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 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 : ROHRA ADDRESS

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

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

ALL THAT homestead land measuring **120** cottah **09** chittack **30.5** square feet in Mouza – Ghuni, Touzi No. 178, J.L. No. 23, R.S. Dag Nos. 3094, 3095, 3096 and 3097, R.S. Khatian No. 878 and 880 corresponding to L.R. Khatian Nos. 3730, 3721, 7238, 7239 7237, 5661, 5658, 5662, 5663, 5659, 3812, 3809, 3811, 3810, 3687, 7236, 7907, 7911, 7296, 4190 & 9139 and 3686,4597,4598,8922, 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 16' feet Panchyet Road

On the South : by HIDCO Land

On the East : by 30' feet wide Road

On the West : by land

PHASE - I AS REFERRED TO ABOVE

ALL THAT homestead land measuring **73** cottah **12** chittack **39.5** square feet comprises a part of the said premises in Mouza – Ghuni, Touzi No. 178, J.L. No. 23, R.S. Dag Nos. 3094, 3095, 3096 and 3097, R.S. Khatian No. 878 and 880 corresponding to L.R. Khatian Nos. 3730, 3721, 7238, 7239 7237, 5661, 5658, 5662, 5663, 5659, 3812, 3809, 3811, 3810, 3687, 7236, 7907, 7911, 7296, 4190 & 9139 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas,

PHASE - II AS REFERRED TO ABOVE

ALL THAT homestead land measuring **46** cottah **12** chittack **36** square feet comprises a part of the said premises in Mouza – Ghuni, Touzi No. 178, J.L. No. 23, R.S. Dag Nos. 3094, 3095, 3096 and 3097, R.S. Khatian No. 878 and 880 corresponding to L.R. Khatian Nos. 3686,4597,4598,4190,8922,9139 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas,

THE SECOND SCHEDULE AS REFERRED TO ABOVE**(description of the flat)**

ALL THAT the 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, under phase **I/II** in the complex known and named “**ROHRA ADDRESS**” in Mouza – Ghuni, J.L. No. 23, R.S. Dag Nos. 3094, 3095, 3096 and 3097, R.S. Khatian Nos. 878 and 880 corresponding to L.R. Khatian No. 3730, 3721, 7238, 7239 7237, 5661, 5658, 5662, 5663, 5659, 3812, 3809, 3811, 3810, 3687, 7236, 7907, 7911, 7296, 4190 3686,4597,4598,4190,8922,9139 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 in the ground floor
- (iv) roof top garden
- (v) sky walk/walking track on the roof
- (vi) Badminton court on the roof
- (vii) Swimming pool in the ground floor
- (viii) Water filtration treatment (iron remover)
- (ix) CCTV
- (x) Intercom

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 the one 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 ADDRESS**" in Mouza – Ghuni, J.L. No. 23, R.S. Dag Nos. 3094, 3095, 3096 and 3097, R.S. Khatian Nos. 878 and 880 corresponding to L.R. Khatian No. 3730, 3721, 7238, 7239 7237, 5661, 5658, 5662, 5663, 5659, 3812, 3809, 3811, 3810, 3687, 7236, 7907, 7911, 7296 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 brick work of the subject flat	-	10 % of agreed consideration
On Flooring work of the 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 a deed of sale executed on **30.03.2016** made between **Sri Amal Chandra Sarkar**, referred to therein as vendor of the one part and **Rohra Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523, Pages 121298 to 121315, Being No. **03764** for the year 2016, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah in Mouza – Ghuni, J.L. No. 23, Dag No. 3096 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas. Present Khatian No. 7239.

2. By a deed of sale executed on **07.07.2015** made between **Sri Sadananda Bauli**, referred to therein as vendor of the one part and **Rohra Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523, Pages 92041 to 92058, Being No. **09276** for the year 2015, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **08** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 5661.

3. By a deed of sale executed on 26.03.2015 made between **Sri Sishutosh Mistri**, referred to therein as vendor of the one part and **Rohra Developer's Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 7, Pages 9655 to 9668, Being No. **03835** for the year 2015, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 7296.

4. By a deed of sale executed on **03.03.2015** made between **Sri Sova Majumder**, referred to therein as vendor of the one part and **Rohra Developer's Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 5, Pages 6958 to 6972, Being No. **02590** for the year 2015, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **14** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3730.

5. By a deed of sale executed on **31.03.2014** made between **Sri Aditi Kar**, referred to therein as vendor of the one part and **Rohra Developers Pvt. Ltd.**,

referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 6, Pages 7508 to 7520, Being No. **03794** for the year 2014, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **03** cottah **12** Chittack **26** Square feet in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3730.

6. By a deed of sale executed on **01.01.2017** made between **Sri Apurba Kumar Biswas**, referred to therein as vendor of the one part and **Rohra Developers Pvt Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, CD Volume No. 02, Pages 13244 to 13262, Being No. **04730** for the year 2017, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **08** Chittack **00** square feet in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 7238.

7. By a deed of sale executed on **30.05.2016** made between one Sri Rabindra Nath Hawlader, referred to therein as vendor of the one part and **Rohra Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 1523 - 2016, Pages 180237 to 180255, Being No. **05874** for the year 2016, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **08** Chittack in Mouza – Ghuni, J.L. No. 23, Dag No. 3096 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 5658.

8. By a deed of sale executed on **18.07.2016** made between **Smt. Pramila Paik, Ranjan Paik & Others**, referred to therein as vendor of the one part and **Rohra Developers Pvt Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 1523, Pages 239476 to 239508, Being No.

07733 for the year 2016, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah **00** Chittack **01** square feet in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 7911.

9. By a deed of sale executed on **14.07.2016** made between **Sri Shyamal Mondal and Sri Prafullo Mondal**, referred to therein as vendor of the one part and **Rohra Developers Pvt Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Barasat and recorded in Book No. I, CD Volume No. 37, Pages 234499 to 234517, Being No. **7602** for the year 2016, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah **08** Chittack **00** square feet in Mouza – Ghuni, J.L. No. 23, Dag No. 3096 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian Nos. 3811, 3810.

10. By a deed of sale executed on **04.02.2019** made between **Sri Nirapada Mondal**, referred to therein as vendor of the one part and **Rohra Developers Pvt Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523-2019, Pages 69164 to 69187, Being No. **152301734** for the year 2019, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **00** Chittack **07** square feet in Mouza – Ghuni, J.L. No. 23, Dag No. 3096 and 3097, L.R. Khatian No. 4597, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.

11. By a deed of sale executed on **22.01.2007** made between **Sri Ganesh Prasad Agarwal**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 117, Pages 12 to 17, Being No. **1996** for the year 2007,

the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **23** cottah **00** Chittack in Mouza – Ghuni, Dag Nos. 3094, 3095 and 3096 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

12. By a deed of sale executed on **21.03.2018** made between **Sri Bishnupada Gain and other**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 1523-2018, Pages 146537 to 146559, Being No. **4040** for the year 2018, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah **00** Chittack **11** square feet in Mouza – Ghuni, Dag Nos. 3094, 3095 and 3096 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

13. By a deed of sale executed on **11.12.2007** made between **Sri Bablu Samaddar**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, CD Volume No. 5, Pages 9785 to 9805, Being No. **06756** for the year 2007, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **03** cottah **00** Chittack in Mouza – Ghuni, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

14. By a deed of sale executed on **11.12.2007** made between **Sri Sushil Halder & Others**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, CD Volume No. 5, Pages 9715 to 9735, Being No. **06753** for the year 2007, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah **08** Chittack in Mouza – Ghuni, Dag Nos. 3096 and 3097, within the jurisdiction of

Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

15. By a deed of sale executed on **11.12.2007** made between **Sri Bikash Chandra Roy**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 5, Pages 9695 to 9714, Being No. **06752**, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about 1 cottah **11** Chittack **10** Square feet in Mouza – Ghuni, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

16. By a deed of sale executed on **11.12.2007** made between **Sri Barun Chandra Mistri**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 5, Pages 9485 to 9508, Being No. **06744** for the year 2007, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **06** cottah **00** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

17. By a deed of sale executed on **16.03.2008** made between **Sri Harendra Nath Bawali**, referred to therein as vendor of the one part and **N.S.T. Housing Developers Pvt. Ltd.**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 5, Pages 6420 to 6434, Being No. **04976** for the year 2008, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **03** cottah **08** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097 within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 3721.

18. By a deed of sale executed on **07.07.1995** made between **Sri Asish Patra & Others**, referred to therein as vendor of the one part and **Smt Ranju Mondal**, vendor no. 4, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 279, Pages 220, Being No. **05269** for the year 2016, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **08** Chittack in Mouza – Ghuni, J.L. No. 23, R.S. Dag Nos. 3096 and 3097, corresponding to Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 7237.

19. By a deed of sale executed on **11.01.2012** made between **Sri Upendra Nath Mallick**, referred to therein as vendor of the one part and **Sri Subhankar Mistri and Sri Dipankar Mistri**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book No. I, CD Volume No. 1, Pages 587 to 588, Being No. **00298** for the year 2012, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah **00** Chittack in Mouza – Ghuni, J.L. No. 23, Dag No. 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 5662 and 5663.

20. By a deed of sale executed on **26.05.1992** made between **Sri Bhupendra Patra**, referred to therein as vendor of the one part and **Swapan Kumar Roy**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Barasat and recorded in Book No. I, CD Volume No. 56, Pages 447, Being No. **03838** for the year 1992, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **04** cottah **00** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 5659.

21. By a deed of sale executed on **01.04.1992** made between **Sri BhupendraPatra**, referred to therein as vendor of the one part and **Sri Amulya**

Mondal and Smt. Shyamali Mondal, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Barasat and recorded in Book No. I, CD Volume No. 37, Pages 168 to 174, Being No. **02533** for the year 1992, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchasers therein, ALL THAT the land measuring about **02** cottah **08** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas. Present Khatian No. 3812, 3809.

22. By a deed of sale executed on **21.05.1993** made between **Sri Bhupendra Patra**, referred to therein as vendor of the one part and **Niva Rani Haldar**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 86, Pages 25 to 32, Being No. **03941** for the year 1993, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **02** cottah **00** Chittack in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas. Present Khatian No. 3687.

23. By a deed of sale executed on **28.09.2002** made between **Sri Bhupendra Patra**, referred to therein as vendor of the one part and Smt. **Mamata Roy**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhannager and recorded in Book No. I, CD Volume No. 195, Pages 9 to 16, Being No. **08924** for the year 2002, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **09** Chittack in Mouza – Ghuni, J.L. No. 23, Dag No. 3096, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas. Present Khatian No. 7907.

24. By a deed of sale executed on **01.04.1992** made between **Sri Bhupendra Patra**, referred to therein as vendor of the one part and **Ranjit Majumder**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Barasat and recorded in Book No. I, CD Volume No. 37, Pages 162 to 167, Being No. **02532** for the year 1992, the said vendor therein, for

the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **01** cottah **14** Chittack **2.5** square feet in Mouza – Ghuni, J.L. No. 23, Dag Nos. 3096 and 3097, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.Present Khatian No. 7236.

25. By a deed of conveyance executed on **04.09.2008** made between **Sri Ashoke Kumar Agarwal**, referred to therein as vendor of the one part and **ANT TELEVISION PRIVATE LIMITED**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhan Nagar, West Bengal and recorded in Book No. I, CD Volume No. 10, Pages 21947 to 21965, Being No. **11330** for the year 2008, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT the land measuring about **17** cottah **00** Chittack in Mouza – Ghuni, J.L. No. 23, Dag No. 3093, 3094, 3095,3096,3097, R.S. Khatian No. 878 and 880, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.(Present Khatian No. 4190).

26. By a deed of conveyance executed on **04.11.2010** made between **Trinity Finance and Credit Private Limited**, referred to therein as vendor of the one part and **ANT TELEVISION PRIVATE LIMITED**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Bidhan Nagar (Salt lake City), West Bengal and recorded in Book No. I, CD Volume No. 17, Pages 11746 to 11765, Being No. **11011** for the year 2010, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT land measuring about **21** cottah **04** Chitack, in Mouza – Ghuni, J.L. No. 23, Dag No. 3093,3094,3095, 3096 and 3097, R.S. Khatian No. 878 and 880, within the jurisdiction of Jyangra-Hatiara No. II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.(Present Khatian No. 4190).

27. By a deed of conveyance executed on **25.09.2018** made between one **Debaprosad Mondal**, referred to therein as vendor of the one part and **ANT TELEVISION PRIVATE LIMITED**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Rajarhat, Newtown and recorded in Book No. I, CD Volume No. 1523 - 2018, Pages 359112 to

359129, Being No. **10904** for the year 2018, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT land measuring about **02** cottah **08** Chitack, in Mouza – Ghuni, J.L. No. 23, R.S & L.R Dag No. 3095, under R.S. Khatian No. 878, corresponding to L.R Khatian No. 8086, previous L.R Khatian No. 1341 within the jurisdiction of Jyangra-Hatiara No.II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.

28. By a deed of conveyance executed on **22.02.2002** made between one **Dulal Chandar Patra**, referred to therein as vendor of the one part and **Sarswati Mondal**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Barasat, Newtown and recorded in Book No. I, CD Volume No. 1523 - 2018, Pages 359112 to 359129, Being No. **5944** for the year 2001, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT land measuring about **02** cottah **00** Chitack **18** square feet, in Mouza – Ghuni, J.L. No. 23, R.S & L.R Dag No. 3095, under R.S. Khatian No. 878, corresponding to L.R Khatian No. 8086, previous L.R Khatian No. 1341 within the jurisdiction of Jyangra-Hatiara No.II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.

29. By a deed of conveyance executed on **19.06.1992** made between one **Bhupendranath Patra**, referred to therein as vendor of the one part and **Gour Chandra Mondal**, referred to therein as purchaser of the other part, registered with the office of Additional District Sub-Registrar, Barasat, Newtown and recorded in Book No. I, CD Volume No. 1523 - 2018, Pages 359112 to 359129, Being No. **6233** for the year 2001, the said vendor therein, for the consideration therein, sold, assigned and assured to the purchaser therein, ALL THAT land measuring about **01** cottah **00** square feet, in Mouza – Ghuni, J.L. No. 23, R.S & L.R Dag No. 3095, under R.S. Khatian No. 878, corresponding to L.R Khatian No. 8086, previous L.R Khatian No. 1341 within the jurisdiction of Jyangra-Hatiara No.II Gram Panchayet, Police Station – New Town, District - North 24-Parganas.

EIGHTH SCHEDULE AS REFERRED TO ABOVE

(Details of the development agreement)

1. **N.S.T. Housing Developers Pvt. Ltd.**, vendor no. 2, entered on 20.03.2013 into a development agreement Rohra Developers Pvt. Ltd, the developer for developing its land measuring in aggregate 39 cottah 11 chittack as aforesaid for

the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 7, Pages 10314 to 10351, Being No. 04952 for the year 2013.

2. **Smt Ranju Mondal**, vendor no. 3 herein, entered on 10.02.2014 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing its land measuring in aggregate 01 cottah 08 chittack as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 3, Pages 8911 to 8944, Being No. 1835 for the year 2014.

3. **Swapan Kumar Roy, Niva Rani Halder, Subhankar Mistri, Dipankar Mistri**, vendor nos. 4,5,6,7 respectively herein, entered on 17.10.2012 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing their land measuring in aggregate 13 cottah 08 chittack as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 19, Pages 5533 to 5577, Being No. 13590 for the year 2012. (Dag no. 3096 – 7 cottah, dag no. 3097 - 6 cottah 8 chittack, RS Khatian no. 878 and 880

4. **Smt. Mamata Roy**, vendor no. 8 therein, entered on 22.04.2016 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing their land measuring 01 cottah 09 chittack 02 square feet as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523-2016, Pages 142964 to 143000, Being No. 152304490 for the year 2016.

5. **Sri Ranjit Majumder**, vendor no. 9 herein, entered on 30.03.2016 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing their land measuring in aggregate 01 cottah 14 chittack 02 square feet as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar,

Rajarhat and recorded in Book No. I, CD Volume No. 1523, Pages 122024 to 122061, Being No. 152303772 for the year 2016.

6. **Amulya Mondal** and **Smt Shyamali Mondal**, vendor nos. 10 and 11 respectively, entered on 26.09.2014 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing their land measuring in aggregate 13 cottah 08 chittack as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 21, Pages 236 to 267, Being No. 12694 for the year 2014.

7. **ANT Television Private Limited**, vendor no. 12, entered on 31.12.2019 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing its land measuring in aggregate 40 cottah 12 chittack as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2019, Pages 12365 to 12408, Being No. 152300059 for the year 2019.

8. **Sarswati Mondal**, vendor no. 13, entered on 26.09.2014 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing their land measuring 02 cottah 00 chittack 18 square feet as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 1523, Pages 100264 to 100307, Being No. 2595 for the year 2018.

9. **Gour Chandra Mondal**, vendor no. 14, entered on 26.09.2014 into a development agreement with Rohra Developers Pvt. Ltd, the developer, for developing their land measuring 01 cottah 00 chittack as aforesaid for the terms and conditions mentioned therein. The said development agreement was registered with the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 21, Pages 236 to 267, Being No. 12694 for the year 2014.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their 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

(2) **N.S.T.DEVELOPERS PVT.LTD.,**

(3) **ANT TELEVISION PVT. LTD.**

(4) **RANJU MONDAL**

(5) **SWAPAN KUMAR ROY**

(6) **NIVA RANI HALDER**

(7) **SUBHANKAR MISTRI**

(8) **DIPANKLAR MISTRI**

(9) **MAMATA ROY**

(10) **RANJEET MAJUMDER**

(11) **AMULYA MONDAL**

(12) **SHYAMALI MONDAL**

(13) **SARSWATI MONDAL**

(14) **GOUR CHANDRA MONDAL**

(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

High Court, Calcutta

Kolkata – 700 001

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 brick 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 plaster of paris. All external walls shall be plastered with cement and sand and painted with cement paints 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 vitrified tiles. The kitchen will have anti skid vitrified tiles

DOORS :

All doors frame will be made of sal 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.

contd....p/b

b

WINDOWS :

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

TOILET FITTINGS :

All toilets will have anti skid tiles. Alltoilets 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.

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

contd....p/c

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.
