

**DEED OF SALE OF A FLAT**

THIS indenture of sale is made this the \_\_\_\_\_ day of -----, Two Thousand Twenty Four

AMONGST

**SMT. MADHURI SINHA**, (PAN- BFWPS8065R), (Aadhaar No. 6570-3086-3241), wife of Soumitra Sinha, daughter of Amita Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at 25, Chakraberia Lane, Post Office and Police Station- Ballygunge, Kolkata- 700020, District South 24-Parganas, hereinafter called and referred to as the **OWNER/VENDOR** (which terms and expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **ONE PART**; represented by her lawful constituted Attorney namely- BUILDS REALITY CONS (PAN- AAVFB7400J), a Partnership Firm, having its Office at 41, Lake Place, Kolkata- 700029, now known as 41, Jyotish Chandra Guha Sarani, Police Station- Tollygunge, Kolkata- 700029 and also its administrative office at 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, represented by its Partners namely (1) BIDHAN RUDRA, (PAN- AGOPR8800K), (Aadhaar No. 4025-2563-0800), son of Late N. C. Rudra, by faith- Hindu, by occupation- Business, by nationality- Indian, of 757, Jogendra Garden, Post Office- Kasba, Police Station- Kasba, Kolkata- 700078, (2) JOYDEEP MUKHERJEE, (PAN- AIOPM3834C), (Aadhaar No. 9885-5318-8521), son of Dr. N. G. Mukherjee, by faith- Hindu, by occupation- Business, by nationality- Indian, of 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, (3) ASOKE RAKSHIT (PAN- ACYPR2763H), (Aadhaar No. 9273-3755-0259) and (4) DEBASISH RAKSHIT (PAN- ACYPR2657J), (Aadhaar No. 2300-0309-5245), both sons of Late Aswini Kumar Rakshit, both by faith- Hindu, both by occupation- Business, both by nationality- Indian, both are residing at N-238/3,

Fathepur 2nd Lane, Post Office and Police Station- Garden Reach, Kolkata- 700024, by virtue of a registered Development Power of Attorney, dated 4th November, 2020 registered in the Office of District Sub-Registrar-II, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1602-2020, Pages from 226782 to 226831, Being No. 160205850 for the year 2020.

**AND**

**BUILDS REALITY CONS** (PAN- AAVFB7400J), a Partnership Firm, having its Office at 41, Lake Place, Kolkata- 700029, now known as 41, Jyotish Chandra GuhaSarani, Police Station- Tollygunge, Kolkata- 700029 and also its administrative office at 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, represented by its Partners namely- (1) BIDHAN RUDRA, (PAN- AGOPR8800K), (Aadhaar No. 4025-2563-0800), son of Late N. C. Rudra, by faith- Hindu, by occupation- Business, by nationality- Indian, of 757, Jogendra Garden, Post Office- Kasba, Police Station- Kasba, Kolkata- 700078, (2) JOYDEEP MUKHERJEE, (PAN- AIOPM3834C), (Aadhaar No. 9885- 5318-8521), son of Dr. N. G. Mukherjee, by faith- Hindu, by occupation- Business, by nationality- Indian, of 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, (3) ASOKE RAKSHIT (PAN-ACYPR2763H), (Aadhaar No. 9273-3755-0259) and (4) DEBASISH RAKSHIT (PAN- ACYPR2657J), (Aadhaar No. 2300-0309-5245), both sons of Late Aswini Kumar Rakshit, both by faith- Hindu, both by occupation- Business, both by nationality- Indian, both are residing at N-238/3, Fathepur 2nd Lane, Post Office and Police Station- Garden Reach, Kolkata- 700024, hereinafter called and referred to as the **BUILDER DEVELOPER/ CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor-in-office, executors, administrators, legal representatives, nominees and/or assigns) of the **SECOND PART**;

**AND**

----- (PAN- -----), (Aadhaar No. -----), son of -----, by faith- Hindu, by occupation- -----, by Nationality- Indian, residing at -----, Post Office and Police Station- -----, Kolkata- ----- and 2) ----- (PAN- -----), (Aadhaar No. -----), daughter of -----, wife of -----, by faith- Hindu, by occupation- -----, by Nationality- Indian, residing at -----, Post Office- -----, Police Station- -----, Kolkata- ----- hereinafter jointly and collectively called and referred to as the **PURCHASER/PURCHASERS** (which terms and expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their respective legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **THIRD PART**;

**WHEREAS** Natulal Choudhury and Chatulal Choudhury, both sons of Late Sitanath Choudhury were the lawful joint owners and occupiers by way of inheritance ALL THAT piece and parcel of land measuring an area 6 (six) Cottahs be the same a little more or less, together with structures standing thereon, lying and situated in Premises No. 25, Chakraberia Lane, Division- VI, Sub-Division K, of Mouza- Chakraberia, Post Office and Police Station- Ballygunge, Kolkata- 700020, within the limits of the Kolkata Municipal Corporation, under Ward No. 69, in the District of South 24-Parganas;

**AND WHEREAS** the said Chatulal Choudhury while seized and possessed of his undivided 1/2 (half) share in the said property sold, transferred and conveyed the aforesaid property to his brother Natulal Chowdhury, by virtue of a registered Deed of Sale, dated 28th August 1928, registered in the Office of District Sub Registrar of Alipore Sadar and recorded in Book No. 1, Volume No. 55, Pages 190 to 196, Being No. 3816 for the year 1928 free from all encumbrances;

**AND WHEREAS** said Natulal Choudhury son of Sitanath Choudhury thus became the sole absolute and sixteen annas owner, occupier and title holder in respect of ALL THAT piece and parcel of land measuring an area 6 (six) Cottahs be the same a little more or less, together with a structure standing thereon, lying and situated in Premises No. 25, Chakraberia Lane, Division- VI, Sub-Division K, of Mouza- Chakraberia, Post Office and Police Station- Ballygunge, Kolkata- 700020, within the limits of the Kolkata Municipal Corporation, under Ward No. 69, under A.D.S.R. and D.S.R.-I, Alipore, in the District of South 24-Parganas, hereinafter called and referred to as the 'said property', by way of purchase from the then legal owner and occupier namely Sri Chatulal Choudhury by virtue of a registered Deed, dated 28th August 1928, registered in the Office of District Sub-Registrar of AliporeSadar and recorded in Book No. I, Volume No. 55, Pages 190 to 196, Being No. 3816 for the year 1928 and also by way of inheritance and had been in free from all peaceful possession and enjoyment of the same encumbrances and charges;

**AND WHEREAS** the said Natulal Choudhury son of Sitanath Choudhury while had been in peaceful possession and enjoyment of his aforesaid property died intestate leaving behind him surviving his only onedaughter namely Amita Bose (nee Choudhury) as his only legal heir and successor who inherited the aforesaid property left by Natulal Choudhury, since deceased, as per Hindu law of Succession;

**AND WHEREAS** thus the said Amita Bose became the sole and absolute sixteen annas owner and while had been in peaceful possession and enjoyment of the said property duly mutated her name in the Office of the then Calcutta Municipal Corporation being Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata-700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the

District of South 24-Parganas, by paying taxes and other outgoings and had been enjoying the said property free from all encumbrances;

**AND WHEREAS** the said Smt. Amita Bose while had been in peaceful possession and enjoyment of the said property being ALL THAT piece and parcel of land measuring an area 6 (six) Cottahs be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No.110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, gifted the same to her only daughter namely Smt. Madhuri Sinha, by virtue of a registered Deed of Gift, dated 28.09.2020, registered in the Office of the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. 1, Volume No. 1602-2020, Pages from 203126 to 203154, Being No. 160205267 for the year 2020 and also delivered khas possession thereon free from all encumbrances and charges;

**AND WHEREAS** thus the said Madhuri Sinha became the lawful owner and occupier of ALL THAT piece and parcel of land measuring an area of 6 (six) Cottahs be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-

Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said property', free from all encumbrances;

**AND WHEREAS** thus the Smt. MadhuriSingha, the Owner/Vendor herein became the owner, occupier and title holder by way of Gift being seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of 6 (six) Cottahs be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station-Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said property' and by paying all taxes and outgoings enjoying the said property, free from all encumbrances;

**AND WHEREAS** the said Smt. Madhuri Sinha, the Owner/Vendor herein had been in peacefully possession and enjoyment of the said property by paying all taxes and outgoings and enjoying the said property, free from all encumbrances;

**AND WHEREAS** the Owner/Vendor herein with an intention to develop her entire property being ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks 0.082 (point zero eight two) Square Feet be the same a little more or less, together with a old dilapidated structure standing thereon

measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written, had entered into a Development Agreement, dated 14.10.2020 with the Developer herein and the said Development Agreement was registered in the office of the District Sub-Registrar-II, at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1602-2020, Pages from 219389 to 219454, Being No. 160205728 for the year 2020 and for smooth running of the development work the Owner/Vendor herein have also executed and registered a Development Power of Attorney, Development Power of Attorney, dated 04.11.2020 registered in the Office of District Sub-Registrar-II, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1602-2020, Pages from 226782 to 226831, Being No. 160205850 for the year 2020 in favour of the "Developer" with the right to construct a multistoried building as per the sanctioned building plan and subsequently its modification, to be constructed on consent of both the parties, revision, as to be sanctioned by the Kolkata Municipal Corporation in or upon the said Premises as aforesaid, the particular of such property more fully described in Schedule-'A' hereunder written with such terms and conditions as clearly written therein;

**AND WHEREAS** by virtue of the aforesaid Development Agreement and Development Power of Attorney, executed by the Owner/Vendor as the absolute Owner of the said premises mentioned in the Schedule 'A' herein below in favour of the Developer herein a Scheme for the development of the said premises was devised whereby the Developer is empowered to have the plans sanctioned and/or modified on the said entire

property/premises is morefully and particularly described in the Schedule-'A' hereunder written and to construct a new building having separate Units or saleable areas and to sell the same save and except the Owner's Allocation to Unit holders being nominees of the Developer and the Deed of Conveyance will be executed and registered proportionately in favour of the Flat/Unit/Car Parking/spaces' Holders after receipt of the entire consideration agreed between the Developer and the Purchasers;

**AND WHEREAS** furthermore, under the said Development Agreement and Development Power of Attorney, the Owner/Vendor have also granted power to develop the said property, in favour of BUILDS REALTY CONS, it is inter-alia agreed, to have the sanctioned and/or modified on the Schedule 'A' property, carry out the development of the said premises and enter into agreement for sale with the prospective Flat/Car parking/Unit Purchasers' in respect of the Developer's Allocation for and on behalf of the Owner/Vendor herein;

**AND WHEREAS** the Developer herein subsequently executed and registered a Deed of Boundary Declaration, dated 14.01.2021 duly registered in the Office of District Sub-Registrar-II Alipore, South 24-Parganas and recorded in Book No. 1, Volume No. 1602-2021, Pages from 18171 to 18187, Being No. 160200352 for the year 2021 and as per the said area of land available prepared a building plan and got it sanctioned from the Kolkata Municipal Corporation vide Sanction Building Plan No. 2022080038 dated 20/06/22 and started the construction of the aforesaid building in accordance with the said Building Sanction Plan, obtained from the office of the Kolkata Municipal Corporation in or upon the said premises, particularly mentioned in the Schedule-'A' hereunder written;

**AND WHEREAS** the said G+IV (Ground plus Four) storied building, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69,



having Assessee No. 110691000760, Post Office and Police Station-Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly mentioned in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said building';

**AND WHEREAS** in terms of the said Development Agreement, the Developer out of the Developer's Allocation have agreed to sell to the Purchasers herein ALL THAT piece and parcel of one self contained Flat being Flat No. -----on the ----- Side of ----- Floor, admeasuring an area -----(-----) Square Feet of carpet area equivalent to ----- (-----) Square Feet of built-up area equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of --- (-----) Bed Rooms, --- (-----) Living-cum-Dining, --- (-----) Bath-cum-Privy/Toilets, ----- (-----) Kitchen and ---- (-----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata-700020, in the District of South 24-Parganas, together with Lift facility in the said building, at the premises described under the SCHEDULE 'A' hereinabove written along with undivided proportionate share of land of the said Premises together with the right to use the common parts and portions of the said building, together with all right,title, interest and right of easement attached thereto and the said Flat and Car Parking space is more fully described under the SCHEDULE-'B' hereunder written, hereinafter called and referred to as the 'said Flat/ Unit, forming out of the SCHEDULE 'A' property, out of the Developer's Allocation, in lieu of the total consideration a sum of Rs. ----- (Rupees -----) only plus GST as applicable, on the terms and conditions which have been agreed between the parties hereto;

**NOW THIS DEED WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs. ----- (Rupees ----- only) well and truly paid by the purchasers to the vendor, the receipt whereof the vender do hereby admit and acknowledge and of and from the same and every part thereof, hereby acquit, release and forever discharge the purchasers, their heirs, representatives, executors, administrators and assigns and every one of them as also the said property hereby conveyed. The vendor do by these presents indefeasibly grant, sale, convey and transfer, assign and assure unto the purchasers, their heirs, representatives, executors, administrators and assigns, free from all encumbrances, attachment and other defects in the title ALL THAT the piece and parcel of of one self contained Flat being Flat No. ----- on the ----- Side of ----- Floor, admeasuring an area -----(-----) Square Feet of carpet area equivalent to ----- (-----) Square Feet of built-up area equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of --- (-----) Bed Rooms, --- (-----) Living-cum-Dining, --- (-----) Bath-cum-Privy/Toilets, ----- (-----) Kitchen and ---- (-----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, together with undivided proportionate impartable share or interest in the land of the said premises attributable to the said flat and car parking space, lying and situated at and being known as Municipal Premises No. 25, Chakraberia Lane, Kolkata- 700 020, P. S. and P.O. Ballygunge, within the local limits of The Kolkata Municipal Corporation ward no.-----, in the District of South 24 Parganas.more fully and particularly mentioned and described in the second schedule hereunder written along with proportionate right of common facilities, utilities and benefit provided in the said building and user of the common areas such as staircase, common passage, roof of the building, septic tank, underground and overhead reservoir which is to be used as common between all the co-owners of the said building described in the third schedule hereunder written and annexed herewith together furthermore all the estate, right, titles, inheritance, use, trust, property, claim and demand

whatsoever both at law and in equity of vendor into and upon the said flat or every part thereof and all deeds, titles, muniments writings and evidence of the title which in any wise relate to the said flat or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the vendor, his heirs, executors, administrators, representative, assigns or any person from whom he can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE, HOLD, OWN, POSSESS AND ENJOY the said flat and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be, with their rights, members and appurtenances unto and to the use of the purchasers, their heirs, executors, administrators, representatives, and assigns, forever freed and discharged from or otherwise by the vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the vendor from to this presents

AND the vendor do hereby for himself, his heirs, executors, administrators, representatives and assigns, covenant with the purchasers, their heirs, executors, administrators, representatives and assigns, AND THAT notwithstanding any act, deed or thing whatsoever, by the vendor or by any of his predecessors and ancestors in title, done or executed or knowingly suffered to the contrary, he, the vendor had at all material times, hereto before and now has good, right, full power, absolute authority and indefeasible title to grant sale convey, transfer, assigns and assure the said plot of land hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the purchasers, their heirs, executors, administrators representatives and assigns in the manner aforesaid

AND THAT the purchasers, their heirs, executors, administrators representatives and assigns shall and may at all times hereafter peaceably enter into, hold, possess and enjoy the said flat and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbances, claim or demand whatsoever from or by the vendor or any person or persons lawfully and equitably claiming any right or estate thereof from,

under or in trust for him or from or under any of his ancestors or predecessors in title.

AND THAT free and clear and freely and clearly, absolutely discharged acquitted, and released or otherwise by and at the costs and expenses of the vendor well and sufficiently saved, indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any person or persons lawfully and equitably claiming as aforesaid

AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said flat or any part thereof from under or in trust for him, the vendor or from or under any of his predecessors or ancestors in title shall and will from time to time and at all times hereinafter at the request and costs of the purchasers, their heirs, executors, representatives and assigns do or execute or cause to be done and executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring the said flat and every part thereof unto and to the use of the purchasers, their heirs, executors, representatives and assigns according to the intent and meaning of these presents as shall or may be reasonably required

AND FURTHER MORE THAT the vendor and all of his heirs, executors, representatives and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the vendor or any breach of the covenants hereunder contained.

AND the vendor do hereby covenants with purchasers that he will unless presented by fire or some other inevitable accident, from time to time and all times, hereafter upon any reasonable request and the cost of the purchasers produce or cause to be produced to him or his Advocate or agents at any hearing, commission, examination or otherwise as occasion shall required all or any of the deeds and writings in his possession for the purpose of showing his title to the flats together with the undivided proportionate and inpartable share or interest in the land attributable to the flat hereby conveyed or expressed so to be or any part thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the Entire property)

all that piece and parcel of land measuring an area 6(six) cottahs be the same a little more or less, together with a nold dilapidated structure standing thereon measuring about 2640 Sq. Ft. on the ground floor, 2124 Sq. Ft. on the first floor and 1230 Sq. Ft. on the second floor totaling 5994 Sq. Ft. be the same a little more or less, lying and situated at premises no. 25, Chakraberia Lane, Kolkata - 700020, mailing address premises no. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of Kolkata Municipal Corporation, under ward no. 69, having assessee no.110691000760, post office and police station Ballygunge, Kolkata - 700020, together with all easement rights over, through and along with roads adjacent to the said plot of land, including all rights, title and interest, shares and possession in respect of the said plot of land and the said property is butted and bounded in the manner as follows:

- On the North : By 16'-5" feet wide K.M.C. Road;
- On the South : By Khirod Bhawan, premises no.24, Chakraberia Lane.
- On the East : By 26'-7" feet wide Chakraberia Lane.
- On the West : By premises no.26, Chakraberia Lane.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the said Flat & Car Parking space to be conveyed)

ALL THAT piece and parcel oneself contained Flat being Flat No. ----- on the ----- Side of -----Floor, admeasuring an area -----(-----) Square Feet of carpet area equivalent to ----- (-----) Square Feet of built-up area equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of ----- (-----) Bed Rooms, ----- (-----) Living-cum-Dining, ----- (-----) Bath-cum-Privy/Toilets, ----- (-----) Kitchen and ----- (-----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station-Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, together with Lift facility in the said SCHEDULE 'A' building, at the premises described under the hereinabove written along with undivided proportionate share of land of the said Premises and the said Unit along with the right to use the common parts and portions of the said building, together with all right, title, interest and right of easement attached thereto, forming out of the.

Schedule 'A' property and the said Flat is more fully and particularly shown and delineated in colour RED in the Map/Plan annexed herewith and the said Map/Plan is treated as a part and parcel of this agreement.

**THE SCHEDULE-D' ABOVE REFERRED TO  
(THE COMMON AREAS)**

SECTION A: (Those which are included in the construction price)

**AREA:**

**PART-I**

- a) That the Purchasers herein shall have exclusive right to park one Car in the Ground Floor of the said premises.
- b) Open and/or covered paths and passages on the Ground Floor; Lobbies and stair cases; main gate, side entrance;
- c) Common installations on the roof;
- d) The ultimate Roof of the new Building except the Developers room and toilet.

**AREA NOT COVERED UNDER PART-I**

Common areas shall not include the open or covered Car Parking Spaces and other open and covered spaces in the Ground Floor at or within the premises which shall remain exclusive property of the Developer.

**PART-II**

**1. WATER AND PLUMBING:**

Water reservoirs, water tanks, water pipes (save those inside any Unit).

**2. ELECTRICAL INSTALLATION:**

- a) Wiring and accessories for lighting of common areas.
- b) Pump and motor.
- c) Lift, Lift machine,

**3. DRAINS:** Drains, sewers, pipes and septic tank.

**4. OTHERS :** Other common areas and installations and/or equipment as are provided in the new Building for common use and/or enjoyment save

and except the portions mentioned hereinabove exclusively reserved by the Developer.

**SECTION-B**

(Those for which proportionate costs are to be paid by the Purchasers).

1. Electrical installations relating to meter including service lines for receiving electricity from suppliers.
2. Electrical meter for individual unit.
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION A herein above.



**MEMO OF CONSIDERATION**

RECEIVED a total sum of Rs. -----/- (Rupees -----) only in ----- parts as follows :-

- i) Rs. -----/- ( Rupees ----- only) vide cheque no. ----- datedt. ----- drawn on ----- Bank, ----- Branch, Kolkata - -----.
- ii) Rs. -----/- ( Rupees ----- only) vide cheque no. ----- datedt. ----- drawn on ----- Bank, ----- Branch, Kolkata - -----.
- iii) Rs. -----/- ( Rupees ----- only) vide cheque no. ----- datedt. ----- drawn on ----- Bank, ----- Branch, Kolkata - -----.

IN WITNESS WHEREOF the vendor and the owner and confirming party have hereto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
AT KOLKATA IN THE PRESENCE OF :-

**WITNESSES :**

1.

-----

2.

SIGNATURE OF THE VENDOR/OWNER  
Represented by her lawful constituted Attorney

-----

SIGNATURE OF THE BUILDER/DEVELOPER/CONFIRMING PARTY

-----

SIGNATURE OF THE PURCHASER