

DEED OF SALE

THIS DEED OF SALE is made on the day of March (Two
Thousand Twenty Four) 2024;

BETWEEN

B. K. PODDAR & CO.

Anjan Prasad

Partner

1. **SMT. MALA RANI DEY** (PAN: ADTPD5584G), Aadhaar No. 354827052981 wife of Late Ranjit Kumar Dey, by religion-Hindu, by occupation Housewife, by Nationality Indian, and (2) **SRI CHINMAY DEY** (PAN : ADTPD1707D), Aadhaar No.759439568857 son of Late Ranjit Kumar Dey, by faith Hindu, by occupation Service, by Nationality Indian, and both are residing at 130, Boral Main Road, Atabagan, P.O. Garia, P.S. Bansdrani, Kolkata — 700084, hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART.** Represented by their Constituted Attorney **Sri Bijay Krishna Poddar** (PAN : AEIPP1592E), Aadhaar No. 405241408030, S/o. Late Nabadwip Chandra Poddar and **Smt. Rina Poddar**, (PAN : AFXPP8504L), wife of Sri Bijay Krishna Poddar, both by faith Hindu, by occupation — Business and residing at 10, Sreerampur Road, North, P.O. Garia, P.S. Patuli, Kolkata — 700084, District- South 24 Parganas, vide registered Power of Attorney dated 12th October, 2020 at ADSR, Alipore, 24 Parganas (S) vide Being No. 160502829, Book No. I, CD Volume No. 1605, 2020, Pages from 102317 to 102344 for the year 2020.

AND

1., (PAN), son of by faith-, by occupation-, residing at, herein after jointly called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, and assigns) of the **SECOND PART.**

AND

M/S. B.K. PODDAR & CO., (PAN : AAVFB9304K) a Partnership firm having its office at 10, Sreerampur Road, North, P.O. Garia, P.S. Patuli, District — 24 Parganas (South), Kolkata — 700084, being represented by its Partner **Sri Bijay Krishna Poddar** (PAN : AEIPP1592E), S/o. Late Nabadwip Chandra Poddar and **Smt. Rina Poddar**, (PAN : AFXPP8504L), wife of Sri Bijay Krishna Poddar, both by faith Hindu, by occupation — Business and residing at 10, Sreerampur Road, North, P.O. Garia, P.S. Patuli, District — 24 Parganas (South), Kolkata — 700084, herein after called and referred to as the **DEVELOPER/ CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, and assigns) of the **THIRD PART.**

WHEREAS one Kashinath Laha was the recorded owner 35 decimals, while thus seized and possessed of or otherwise well and sufficiently

entitled to the plots of land measuring 12 Cottahs 14 Chittacks out of 35 decimals appertaining to R.S. Dag Nos. 1095 appertaining to Khatian No. 461, R.S. Dag No. 1096 appertaining to Khatian No. 462, R.S. Dag No. 1097, 1098, 1094/1-624, 1097/1626, appertaining R.S. to Khatian No. 465 of Mouza Kamdahari, J.L. No.49, R.S. No.200, Touzi No. 14, Pargana Magura, Sub-Registry Office alipore, District South 24 Parganas entered into two separate Agreements for Sale dated 04.05.2001 with Sri Ranjit Kumar Dey and Smt. Mala Rani Dey, the Purchasers thereto with a view to sell out the said property against the valuable consideration amount, as mentioned therein to said Kashinath Laha.

AND WHEREAS the said Kashinath Laha during his life time executed a will on 11th March, 2001 wherein he bequeathed all his moveable and immovable properties in favour of his son Sri Jyotirmoy Laha. Thereafter said Kashinath Laha died on 02.02.2002 and after his death the said Jyotirmoy Laha, herein being the executor and beneficiary of the said "Will" applied for grant of probate of the said executed by the said Kashinath Laha before the learned District Delegate at Alipore being Act 39 Case No. 141 at 2003(P) and the probate of the said will was granted on 11th day of November, 2003 and after depositing required court fees, the Ld. Court of District Delegate 24 Parganas (S), Alipore Judges Court issued the lawful papers and documents of "Grant of Probate".

AND WHEREAS by virtue of the said will became the absolute owner of the properties left by the said Kashinath Laha and has been exercising all acts of ownership.

AND WHEREAS the said Jyotirmoy Laha became the absolute owner of plots of land measuring 04 cottahs under Dag No.1095,

02 Cottahs 02 Chittaks under Dag No. 1096, Khatian No. 462, 02 cottahs 12 chittaks under Dag No. 1097, Khatian No. 465, 02 cottahs 08 chittaks under Dag No. 1098, Khatian, No. 465, 08 chittaks under Dag No. 1094/1624, Khatian No. 465 and 01 cottah under Dag No. 1097/1626, Khatian No. 465 of Mouza Kamdahari, J.L. No.49, Touzi No. 14, R.S. No.200, P.S. Regent Park (now Bansdroni), District 24 Parganas (S) under Ward No. 111, Borough No.XI, within the Kolkata Municipal Corporation and has been exercising all acts of ownership.

AND WHEREAS said Jyotirmoy Laha being in need of money as well as to fulfil the desire of his father agreed to sell the piece and parcel of land measuring 12 cottahs 14 chittaks more or less comprised in 04 cottahs in Dag No. 1095, Khatian No. 461, 2 cottahs 2 chittaks under Dag No. 1096, Khatian No. 462, 2 cottahs 12 chittaks under Dag No. 1097, Khatian No. 465, 02 cottahs 08 chittaks under Dag No. 1098, Khatian No. 465, 08 chittaks under Dag No. 1094/1624, Khatian No. 465 and 01 cottah under Dag No. 1097/1626, Khatian No. 465 of Mouza Kamdahari, J.L. No.49, Touzi No. 14, R.S. No.200, P.S. Regent Park (now Bansdroni), District 24 Parganas (S) under Ward No. 111, Borough No.XI, within the limits of Kolkata Municipal Corporation together with two tile shed krooms bamboo finishing structure standing thereon and the purchaser namely Ranjit Kumar Dey and Mala Rani Dey agreed to purchase the said land free from all encumbrances, charges liens and lispens, which was duly registered in the office of the ADSR Alipore on 28.02.2004, recorded in Book No.1, volume No. 145, pages 123 to 146, being deed No. 1859/2006.

AND WHEREAS after purchasing the said property Ranjit Kumar Dey & Mala Rani Dey became the joint owners of aforesaid land

measuring about 12 cottahs 14 chittaks along with structure and they duly mutated their names before the Kolkata Municipal Corporation vide premises No. 171, Laskarpur Road, Kolkata — 700084 as well as they mutated their names before the BL & LRO vide Mutation case No. 1678/2012 & 1679/2012.

AND WHEREAS it is pertinent to mention herein that for some rectification into the aforesaid deed, two separate deed of declaration had been executed by Mala Rani Dey and Ranjit Dey which were duly registered at ADSR Alipore on 17.05.2013 vide Book No. I, CD Volume No.16, pages from 4660 to 4669, being No. 03974 for the year 2013 and also at ADSR, Alipore on 09.10.2015 vide Book No.I, volume No. 1605-2015, pages from 87211 to 87224, being No. 160507126 for the year 2015 respectively.

AND WHEREAS the said Ranjit Kumar Dey while being seized and possessed died intestate leaving behind his wife namely Mala Rani Dey, two daughters namely Dipa Guhathakurata & Sanchita Dutta one son Chinmay Dey and according to Hindu Rights & Succession they are joint owners of the 50% of the said property after demise of Ranjit Kumar Dey.

AND WHEREAS said Smt. Mala Rani Dey, Smt. Dipa Guhathakurata, Smt. Sanchita Dutta jointly gifted their undivided 3/4th share of aforesaid property i.e. land measuring about 04 cottahs 13 chittaks 11 sq.ft. or 7.98 decimals along with one structure measuring about 350 sq.ft. more or less to Sri Chinmay Dey by way of registered deed of gift which was duly registered at DSR-I at Alipore on 01.12.2018 vide book Nod, volume No. 1601-2019, pages from 2975 to 3002, being No. 160104051 for the year 2018.

AND WHEREAS as such the owners herein became the joint owners at ALL THAT piece and parcel of land with structure as more particularly mentioned in the schedule 'A' hereunder written.

AND WHEREAS as Owners herein decided to develop the aforesaid landed property, which is more fully and particularly mentioned in the First Schedule. hereunder written, but to scarcity of fund and lack of experience to develop or construct any multi-storied building at their own risk and responsibility and for the said purpose the Owners herein met with the Developers herein i.e. M/s. B.K. PODDAR & CO. and discussed with the developer about the development work and Developers herein agreed to develop the said land at its own cost and responsibility vide Sanctioned Plan being No. 2017110075 dated 27.07.2017 issued by Kolkata Municipal Corporation and both the parties herein enter into this Development agreement registered at ADSR, Alipore on 8th October, 2020, Vide Book No. 1, Volume No. 1605/2020 Pages from 106252 to 106311 for the year of 2020 and registered at the office of ADSR, Alipore.

AND WHEREAS the owners herein have marketable title to the said premises and that the said premises is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever and that the Owners are now absolutely seized and possessed of or otherwise well and sufficiently to **ALL THAT** the said premises as described in the Schedule 'A' hereunder.

AND WHEREAS the said Development registered on 8th October, 2020 and recorded in Book No. I, CD volume No. 1605-2020, Pages from 106252 to 106311, Being No. 160502763 for the year 2020 and registered at the office at ADSR Alipore and subsequently on the same date 12th October, 2020 the Development Power of Attorney registered

and recorded in Book No. I, CD Volume No. 1605-2020, pages 102317 to 102344, Being No. 160502829 for the year 2020 and registered at the office at ADSR Alipore, South 24 Parganas.

AND WHEREAS according to the basis on the said registered Development Agreement dated 8th October, 2020 the developer/Third Part herein has been constructing a G + IV storied building namely “RANJIT APARTMENT” in accordance with the sanctioned building plan, sanctioned by the Kolkata Municipal Corporation authority, vide Building Permit No.2017110075 dated 27th July, 2017, on or over the said ‘A’ Schedule property and in discharge of its liabilities arising out of the said registered Development Agreement, the owner herein has got their allocation at the said new multistoried building and thereafter the rest portion of the constructed area shall be within the allocation of the Developer/ third Party herein and the Developer/ Third Part shall transfer the flat in its allocation to third party to reimburse the construction cost of the said new multistoried building and in that case the owners and their Constituted Attorney herein shall join the said Deed of Conveyance and or agreement for sale as a party.

AND WHEREAS the purchaser entered into a registered agreement for sale dated 17.01.2022 being no. 160300571, Book No. I, Volume No. 1603-2022, Pages from 25681 to 25760, with the confirming party/Developer whereby the purchasers agreed to acquire a

residential flat on the on 3rd Floor, Flat No.300 "C", "RANJIT APARTMENT", Block-A, facing North-West, measuring 850.00 sq. ft. more or less Built-up area comprising two bed rooms, one puja room, one living room, one kitchen room, one toilet, one W.C., one balcony along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 171, Laskarpur Road, Lahabagan, Garia, Kolkata — 700084, District : South 24 Parganas, more fully and particularly described in the Schedule 'B' hereunder written at and for a total consideration of Rs.34,00,000/- (Rupees Thirty four Lakh) only, being the highest market price of the locality, out of the developer's allocation.

AND WHEREAS under the said Agreement the purchaser agreed to make payment of Rs...../-(Rupees Thirty four Lakh) only as consideration money to the confirming party/developer.

AND WHEREAS the purchaser completed the full payments to the confirming party in accordance with the said agreement.

AND WHEREAS the new building has been already constructed by demolishing the old structure thereon as per the sanctioned building permit no. 2017110075 dated 27th July, 2017.

NOW THIS INDENTURE WITNESSTH that in pursuance of the aforementioned agreement and in consideration of Rs...../- (Rupees Thirty four Lakh) paid by the purchaser to the confirming party for 850 Square Feet Built-up area comprising two bed rooms, one puja room, one living room, one kitchen room, one toilet, one W.C., one balcony along with all amenities and facilities confirming before the execution of these presents (the receipt whereof the confirming party/Developer hereby admit and acknowledge) and from the same and every part thereof acquit, release and discharge the purchaser as also the flat hereby sold transferred and conveyed and in further consideration of assurance given by the purchaser to observe and perform the covenants herein below mentioned, the owners herein doth hereby grant, sell transfer convey, assign and assurance unto and in favour of the purchaser.

ALL THAT the undivided proportionate share related to piece and parcel of Bastu land measuring about 12 Cottahs 14 chittak 00 sq.ft. along with temporary structure comprised in R.S. Dag No. 1095, 1096, 1097, 1098, 1094/1624, 1097/1626, under Khatian No. 461, 465 and 462 and BL & LRO Khatian No. 634 and 652 in Mouza Kamdahari, J.L. No. 49, R.S. No. 200 under P.S. Bansdroni, Dist. 24 Parganas (South) within the limit of Ward No. 111 of Kolkata Municipal Corporation being Premises No. 171, Lahabagan, Laskapur Road, Kolkata — 700084, more particularly described in a Map or

Plan bordered in Red annexed hereto and referred to in the First Schedule "A" and the purchaser will have a right of common use and enjoying and the residential flat on the on 3rd Floor, Flat No.300 "C", "RANJIT APARTMENT", Block-A, facing North-West, measuring 850.00 sq. ft. more or less Built-up area comprising two bed rooms, one puja room, one living room, one kitchen room, one toilet, one W.C., one balcony along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 171, Laskarpur Road, Lahabagan, Garia, Kolkata — 700084, District : South 24 Parganas, be the same a little more or less along with all other common areas and facilities available in the said (G+4) storied building, lying and situated at Kolkata Municipal Corporation Premises No. 171, Laskarpur Road, Lahabagan, Garia, Kolkata — 700084, District : South 24 Parganas, more fully described in the Schedule "B" hereinafter written and also shown and delineated in a map or plan annexed hereto and referred to the Second Schedule "B" free from all encumbrances, charges, claims, demands, liabilities, acquisition, alignment and trust whatsoever or howsoever otherwise the said undivided share in the said land and the said flat in the said building howsoever known numbered described and distinguished together with all liberties, privileges, easements, appurtenance thereunto belonging held or occupied thereof or represented to be belonging or appurtenant thereto and the

reversions, remainder or remainders and the rents, issues and profits thereof and or the estate right title interest claim or demand whatsoever both at law and in equity of the Owners upto upon and in any manner concerning the said undivided share or interest in the said land and Flat being Flat No.300 "C" on the Third floor in the said building situated there at or every part thereof, and the Owners/Developer both hereby covenant with the Purchaser as follows:-

THAT NOTWITHSTANDING any act, deed matter or thing whatsoever by the OWNERS/DEVELOPER or any predecessor-in interest of the Owners/Developer made committed or offered to the contrary the Owners/Developer are lawfully, rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said undivided share or interest in the said property and the right to pass on the title to the flat being flat no. 300"C" lying on the Third floor in the said building hereby granted sold and transferred and intended so to be in perfect and indefeasible state of inheritance without any manner, condition, use, whatsoever to alter divide or make void the same.

THAT NOTWITHSTANDING any act, deed matter or thing whatsoever as aforesaid the OWNERS/ DEVELOPER now have good rightful power and absolute authority and indefeasible title to grant, sell, convey and transfer the said undivided share or interest in the said

property and the flat being flat no. 300”C” lying on the Third floor in the said building hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser according to the true intent and meaning of these presents.

AND THAT the purchaser shall and may from time to time and all time hereinafter peacefully, actually hold, possess and enjoy the said undivided share or interest in the said land and the flat being flat no. 300”C” lying on the Third floor of the said building hereby conveyed and transferred and shall have the right to receive the rents, issues and profits thereof without any lawfull eviction or interruption, hindrance, claim or demand whatsoever from or by the Owners or any other person having lawful or equitable claim from under or in trust for the Owners/Developer.

AND THAT the Owners/Developer hereby absolutely acquit, exonerate, release and discharge the purchaser from any further liability financial or otherwise and that the purchaser shall at the cost and expenses of the Developer well and sufficiently be defended kept harmless and indemnified from and against any loss or harm whatsoever or encumbrances howsoever made created done executed or occasioned by the Owners/Developer or any other person or persons whatsoever lawfully or equitably or rightfully claiming any share or interest or right in the property hereby sold.

AND THAT the Owners/Developer and all other persons having or lawfully or equitably or rightfully claiming any estate right title or interest trust property claim and demand whatsoever in the said undivided share or interest in the said land and the flat being flat no. 300”C” lying on the Third floor of the said building hereby sold granted conveyed transferred or any part thereof from under or in trust for the Owners/Developer and at all times hereinafter at the request and cost of the Purchaser make, execute and perfect or cause to be made, done, executed, perfect all such acts deeds matters and things whatsoever for further better and more perfectly assuring conveying and confirming the said undivided share or interest in the said property and every part thereof and the flat being flat no. 300”C” lying on the Third floor of the said building into and to the use benefit of the Purchaser forever in the manner aforesaid as shall or may be reasonably required and that Owners/Developer hereby covenant that the following easement right and privileges are included in the transfer:-

- (a) Full right and liberty for the purchaser and person authorized by the purchaser at all times and for all purpose in connection with the use and enjoyment of the flat being flat No. 300”C” lying on the Third floor to use with all other lawful occupants of the flats in the said building to pass and repass over and along

the common passage from the main entrance of the building leading upto the stair-case.

- (b) Free access to the Flat No. 300”C” by using the stair-case/Lift.
- (c) Right to have a sufficient space free of charge on the ground floor of the building for the purpose of housing an electric meter box relating to the supply of electricity to the said Third floor flat being Flat No.300”C”.
- (d) Right to use in common with all other lawful occupants the roof for drying clothes installing a private Antenna and for having access to the overhead water tank from which the water is supplied to the said flat but Purchaser has no roof right.
- (e) Use of drive-ways side walls and egress from and ingress to at all times to the said Third floor flat being Flat No. 300”C”.
- (f) The right of protection of floor from all other parts of the building.
- (g) Free and uninterrupted passage and running of water, (including waste and soil), Electricity, telephone, Gas, connection from and to the said Third floor flat being Flat No. 300”C”.
- (h) Right to enter into other parts of the premises for the purpose of repairing maintaining and cleaning the said flat with previous notice to the other occupants who may be concerned with or affected by such operations.

- (i) Right to vertical, subjacent and lateral support and to shelter and protection of the other parts of the building.
- (j) Right of common use of the hatched portion of the land retained by the owners delineated in a Map or Plan annexed hereto and referred to in the First Schedule hereunder.

AND THIS INDENTURE further witnesseth that the Purchaser covenants as follows:-

- (a) The undivided share in the land hereby conveyed for the purpose of supporting the title to the flat shall remain impartible.
- (b) The purchaser shall maintain the property purchased in such a manner so as to ensure that no other part of the building is adversely affected.
- (c) The purchaser covenants that the purchaser shall not make any structural alteration which will in any way affect the building but the purchaser shall be entitled to lawfully carry out any alteration or interior decoration inside the Third floor flat being Flat No. 300”C”.
- (d) The purchaser shall pay the proportionate Corporation Rates and Taxes till mutation is complete and separate assessment is made and after such separate assessment is made the purchaser shall pay the Corporation Taxes, GST and all other taxes lawfully payable in respect of the area on the

Third floor flat being Flat No.300”C” of the said building conveyed to the purchaser by this conveyance.

- (e) The purchaser shall pay the proportionate expenses of administration, maintenance, repairs, replacement of the common parts and equipment and accessories, common areas and facilities white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircase, the landing the gutters, rain water pipes, motor pumps, tubewells, water and gas connection, generators, electrical wirings and installations, sewers and drains and all other common fixtures and fittings and equipment in, under or upon the building enjoyed or used in common by the intending purchaser, co-purchaser or other occupiers thereof.
- (f) The purchaser shall pay the proportionate costs of cleaning, maintaining and lighting the main entrances, passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- (g) The purchaser shall pay the proportionate salaries of Manager, Clerk, Bill collector, Plumbers, Durwans, Chowkidars, Electricians, and Sweepers etc.
- (h) The purchaser shall pay the proportionate cost of work repairs, replacement and maintenance of water pump,

tubewells, generators and other plumbing works including all other service charges or service rendered in common to all occupiers.

- (i) The Purchaser shall pay the proportionate insurance premium of the building against earthquake, fire, riot, damages and civil common etc.
- (j) The purchaser shall pay proportionate electricity charges payable in common for the parts or portion of the said building.
- (k) The purchaser shall pay the proportionate aforementioned expenses and costs to the committee, Society or association formed by the lawful occupants, of the flats of the said building. Until such association, Society or committee is formed the purchaser shall pay the said proportionate costs and charges to such person or persons as the confirming party will nominate.

The confirming party hereby acknowledges and confirms that the purchaser has fully paid the amounts payable in terms of the Agreement between the Confirming party and the purchaser and all obligations of the purchaser for making payment for the construction of the aforementioned flat to the Confirming Party stands discharged and released. The

Confirming Party confirms that the Confirming Party has no further dues from the Purchaser on any account whatsoever and the Purchaser confirms that the aforesaid flat has been constructed in accordance with the Agreement and the said construction is complete and the purchaser is satisfied with the built-up area of his flat and the Confirming Party has no further obligation to discharge.

The Developer further confirm that they have received the full consideration for the undivided share in the land and the Owners have no further dues in respect of the said land.

THE SCHEDULE - "A" ABOVE REFERRED TO

(Description of the entire landed property)

ALL THAT piece and parcel of land measuring about 12 Cottahs 14 chittak 00 sq.ft. along with temporary structure comprised in R.S. Dag No. 1095, 1096, 1097, 1098, 1094/1624, 1097/1626, under Khatian No. 461, 465 and 462 and BL & LRO Khatian No. 634 and 652 in Mouza Kamdahari, J.L. No. 49, R.S. No. 200 under P.S. Bansdrani, Dist. 24 Parganas (South) within the limit of Ward No. 111 of Kolkata Municipal Corporation being Premises No. 171, Laskapur Road, Lahabagan, Garia, P.S. Bansdrani, Kolkata — 700084 butted and bounded as under :

ON THE NORTH: Land of Mita Dutta.

ON THE SOUTH: Dag No. 1096.

ON THE EAST: Land of Soumendra Roy and others.

ON THE WEST: 24 ft. wide Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

(Description of the flat hereby sold)

ALL THAT the said Flat No. 300 "C", "RANJIT APARTMENT", 3rd Floor, Block-A, facing North-West, measuring 850.00 sq. ft. more or less Built-up area comprising two bed rooms, one puja room, one living room, one kitchen room, one toilet, one W.C., one balcony together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building lying and situated at Premises No. 171, Laskarpur Road, Lahabagan, Garia, P.S. Bansdrani, Kolkata — 700084.

THE SCHEDULE - "C" ABOVE REFERRED TO

(Common areas /portions)

- 1) Entrance and exits to the said premises and the proposed building.
- 2) Boundary walls and main gate of the said premises and proposed building.
- 3) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use.
- 4) Space underneath the stairs of the ground floor where meter, pumps and motors will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and/or exclusively for its use).
- 5) Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
- 6) Water supply system water pump and motor, water reservoir together with all common plumbing installations for carriage of water (sate only those as are to be exclusively within and for the use of any unit) in the said building.
- 7) Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.

- 8) Land underneath of the proposed building.
- 9) Common bath cum privy in the ground floor of the proposed building.
- 10) Lift

THE SCHEDULE "D" ABOVE REFERRED TO

(Common expenses)

On completion of the building, the owners, the developer and their nominees including the intending purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- 1) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external walls of the said building.
- 2) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.
- 3) All charges and deposits for supplies of common utilities to the co-owners in common.
- 4) Municipal Tax water tax and other levies in respect of the said premises and the proposed building save those separately assessed on the purchasers.

- 5) Costs of formation and operating the Association.
- 6) Costs of running maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any.
- 7) Electricity charges for the electricity energy consumed for the operation of common services. All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.
- 8) Common meter shall be done in the name of the Society within one month from the date of formation of the Society.

IN WITNESS WHEREOF the **PARTIES** hereto have set their respective signatures, hands and seals on the day, month and the year first above written.

SIGNED, SEALED & DELIVERED

IN THESE PRESENCE OF

WITNESSES :-

1.

**As the Constituted Attorney
Sri Bijay Krishna Poddar and
Smt. Rina Poddar, Of SMT.
MALA RANI DEY and SRI
CHINMAY DEY the Owners
herein.**

2.

SIGANTURE OF THE PURCHASERS

Drafted by me

DEVELOPER/CONFIRMING PARTY

(Snehasish Sutradhar)
Advocate
High Court, Calcutta

MEMO OF CONSIDERATION ;

RECEIVED of and from the within mentioned purchasers the sum of
Rs...../- (Rupees Thirty Four Lakh) only as follows:-

<u>Particulars</u>	<u>Amount</u>
1) By cheque being no. 597681 dtd. 10.01.2020 drawn on SBI, Boral Boral Rd., Kol-84	
2) By cheque being no. 975482 dtd. 11.02.2020 drawn on UBI, Garia, Kol-84	
3) By cheque being no. 000010 dtd. 03.02.2021 drawn on BOB, Garia, Kol-84	
4) On line payment from BOB, dated 02.07.2021	
5) On line payment from BOB, dated 03.09.2021	
6) On line payment from BOB, dated 05.01.2022	
7) On line payment from BOB, dated 06.05.2022	
8) On line payment from BOB, dated 05.08.2022	
9) On line payment from BOB, dated 06.08.2022	
10) On line payment from BOB, dated 08.08.2022	
11) On line payment from BOB, dated 28.10.2022	
12) On line payment from BOB, dated 06.12.2022	
13) On line payment from BOB, dated 24.12.2022	
14) On line payment from BOB, dated 08.03.2023	
15) On line payment from BOB, dated 05.04.2023	
16) On line payment from BOB, dated 04.05.2023	
17) On line payment from BOB, dated 07.06.2023	
18) On line payment from BOB, dated 05.02.2024	
19)	
TOTAL	Rs...../ -

(Rupees Thirty Four Lakh) Only

WITNESSES :-

1.

B. K. PODDAR & CO.

Anjan Kishore Bhatt
Partner

**SIGNATURE OF THE VENDOR
/DEVELOPER**

2.