

**THIS INDENTURE** is made on this            day of  
Thousand Twenty Three **BY AND BETWEEN**

Two

**1. BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD.**, PAN **No.AADCB888OD**, a company incorporated under the provisions of Companies Act, 2013, as amended upto date, having its registered office at Ground floor, at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, having **PAN no. ALUPS7185H** and **ADHAAR No.8184 6487 2815**, by Religion Hindu, by Occupation - Business, by Nationality - Indian, residing at Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700048. **2. SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, having **PAN no.ALUPS7185H** and **ADHAAR No.8184 6487 2815**, by Religion Hindu, by Occupation - Business, by Nationality - Indian, residing at Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station Lake Town, Kolkata - 700048.

**3. MRS. SIMA SUR ROY**, wife of Mr. Susanta Sur Roy, having **PAN No.ATQPS5029Q** and **Aadhaar No.6849 1207 0106**, by Religion Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700048, District - 24-Parganas (North), **4. MR. SUPRAVO SUR ROY**, son of Mr. Susanta Sur Roy, having **PAN No.FIQPS2720L** and **Aadhaar No.2049 0539 6514**, by Religion Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station Lake Town, Kolkata - 700048, District - 24-Parganas (North). **5. POROSHPATHOR REALCON PVT. LTD**, **Pan No. AAHCP9431C**, a company incorporated under the provisions of Companies Act, 2013, as amended upto date, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, having **PAN no. ALUPS7185H** and **ADHAAR No.8184 6487 2815**, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048. **6. M/S. TARAMOYEE CONSTRUCTION**, a partnership firm, **Pan No.AAIFT9678H**, having its registered office at Premises No.

“Ashirwad” of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata 700 048, also at Nilkusum Apartment, Ground floor, 932A/83, Jessore Road, Police Station - Lake Town, Kolkata 700089, represented by their Constituted Attorney aforesaid **NATURAL INFRANIRMAN AND PRIVATE LINTIED (PAN : AADCN6653L)** (CIN U74999WB2011PTC164428), authorized representative **MR. MUKESH KUMAR SHARMA, (PAN.ARKPS6485Q)** son of Sri Mahesh Kumar Sharma, working for gain at 9A, Lord Sinha Road, Post Office Middleton Row, Police Station Shakespear Sarani, Kolkata-700071, District North 24-Parganas, hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-interest and assign) of the **SECOND PART AND NATURAL INFRANIRMAN AND PRIVATE LINTIED (PAN : AADCN6653L)** (CIN U74999WB2011PTC164428), a company incorporated under the provisions of Companies Act, 2013, as amended upto date, having its registered office at 9A, Lord Sinha Road, P.O. Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by its Director namely **MR. MUKESH KUMAR SHARMA**, son of Sri Mahesh Kumar Sharma, having PAN **No.ARKPS6485Q**, by Religion - Hindu, by Occupation - Business, by Indian, working for gain at 9A, Lord Sinha Road, P.O.- Middleton Road, Police Station Shakespeare Sarani, Kolkata - 700071, authorised Vide Board of resolution dated 17.05.2023, hereinafter referred to as “the **DEVELOPER/PROMOTER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include present partners, and/or persons to be inducted as partners and their respective heirs, successor, executors administrators, legal representatives and assigns) of the **SECOND PART AND**

---

hereinafter collectively called "the **ALLOTEE(S)/PURCHASER(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their

respective heirs executors administrators and legal representatives and assigns) of the **THIRD PART**.

**WHEREAS:-**

- A. The Owners are the absolute and lawful Owners of inter alia **ALL THAT** proposed multi-storeyed brick- built, messuage tenement hereditament premises and/or building in four blocks '1', '2', '3', & '4', together with a piece and parcel of land measuring an area of measuring 87 Cottahs 15 Chittacks 30 Sq.ft. i.e., 4 Bighas 7 Cottahs 15 Chittacks 30 Sq.ft. more or less lying and situated at Premises/Holding No. 36, Ganganagar No. 2, Colony, in Municipal Ward No. 26, P.O. Ganganagar, Police Station Narayanpur (formerly – Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No. 49, within the jurisdiction of the Madhyamgram Municipality, in the District North 24 Pargabnas and details Dag Nos. Khatian Nos. Area of land are given below:-

R.S./L.R.	L.R. Khatian No.	Area		
350	1048	03	10	04
351(P)	1046, 1037, 356, 1045, 1025, 357, 358, 1024, 1026, 1015 and 1016,	78	04	35
351/659	1047	06	00	36
<b>Total Area of land</b>		<b>87</b>	<b>15</b>	<b>30</b>

(hereinafter referred to as the **“Said Land”**) morefully and particularly described in the **SCHEDULE “A”** hereafter written, vide Sale Deeds and other chain of title as mentioned in **SCHEDULE “E”** hereto.

- B. The said land is earmarked for the purpose of building a mainly residential and partly commercial project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as **“Natural City Madhyamgram”**.
- C. The Owners by a Development Agreement dated 3<sup>rd</sup> June, 2023, and registered in the Office of the Additional Registrar of Assurance –IV, Kolkata in Book No. I, Volume No. 1904-2023, Page 386410 to 386462, Being No. 190407813 for the year 2023 ,duly appointed the Promoter herein to develop the said Land/Project on such terms and conditions as mentioned therein. The Owners also executed and registered by a General

Power of Attorney dated 3<sup>rd</sup> June, 2023 in favour of the Developer to do all acts and deeds in respect of the said land as mentioned therein. Such Power of Attorney is registered at the Office of the Additional Registrar of Assurances IV, Kolkata, in Book No. I, Volume No. 1904-2023, Page 393855 to 393887, Being No. 190407815 for the year 2023.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed and completed.
- E. The Madhyamgram Municipality has granted the commencement certificate to develop the Project vide approval dated ..... bearing no. ....;
- F. The Promoter has given Notice of commencement under the Madhyamgram Municipality Building Rules 2009 vide letter dated \_\_\_\_\_ through the Architect of the Project intimating the date of commencement as \_\_\_\_\_.
- G. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority bearing Registration No. \_\_\_\_\_.
- H. The Allottee has applied and also entered into Agreement for Sale for an apartment in the Project vides Application No. N.A. for allotment of the Designated Apartment more-fully described in the **SCHEDULE "B"** hereunder written, and also herein below:

**ALL THAT** the Residential Flat / Apartment bearing No. \_\_\_\_\_ containing carpet area of \_\_\_\_\_' square feet and Built up area \_\_\_\_\_ Sq.ft. (Super built up area whereof is \_\_\_\_\_' square feet) (inclusive of the area of the \_\_\_\_\_Quarter having an area of **40** Sq.ft. and balcony/verandah being \_\_\_\_\_' square feet)] more or less, on the \_\_\_\_\_ floor of the **Tower No.** \_\_\_\_\_ constructed in a portion of the said landl and delineated in the floor plan Annexed hereto, duly bordered thereon in **"RED"** and marked as **SCHEDULE "C" Together with** the right to park Car Parking **on the Ground Floor** as delineated in the Master Plan annexed hereto duly bordered therein **"GREEN"** and marked as **SCHEDULE "C"** and **Together with** pro rata share in the Common Areas and Installations more particularly described in the **SCHEDULE "D"**.

- I. The Parties have gone through all the terms and conditions set out in the Agreement for Sale and this Conveyance and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, etc., applicable to the Project.
- K. That the Owners/Vendors and Developer/Promoter have agreed to sell and the purchaser has agreed to acquire and/or purchase the said Apartment/Flat being **Residential** Flat / Apartment bearing No. \_\_\_\_\_ containing carpet area of \_\_\_\_\_' square feet and Built up area \_\_\_\_\_ Sq.ft. (Super built up area whereof is \_\_\_\_\_' square feet) of the \_\_\_\_\_ floor of the Tower \_\_\_\_\_ at the said land **Together with** the right to park **One** medium sized \_\_\_\_\_ Car Parking **on** \_\_\_\_\_ **Floor]** together with proportionate undivided impartible share in the land beneath the building attributable to the said Apartment as fully described in the **SCHEDULE "B"** and in the manner and on the terms and conditions as mentioned herein.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) only to the Developer/Promoter by the Purchaser of the lawful money of the Union of India well and truly paid by the Allottee/Purchaser to the Promoters at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Allottee/Purchaser and the Designated Apartment and appurtenances attached thereto) the Promoter doth hereby sell and transfer unto and to the Allottee/Purchaser its entitlements being ALL THAT the Designated Apartment Residential **Flat / Apartment** bearing No. \_\_\_\_\_ containing carpet area of \_\_\_\_\_' **square feet** and Built up area \_\_\_\_\_ **Sq.ft. (Super built up** area whereof is \_\_\_\_\_' square feet), attached \_\_\_\_\_ **Terrace area** being \_\_\_\_\_' **square feet**, more or less on the \_\_\_\_\_ of the \_\_\_\_\_<sup>th</sup> **floor** of the **Tower** \_\_\_\_\_ constructed at the said land **Together with the right to park**

One **medium sized** \_\_\_\_\_ **Car Parking under**  
**[(\_\_\_\_\_ ) on the \_\_\_\_\_ Floor]**, morefully and particularly mentioned and described in SCHEDULE “**B**” hereto AND TOGETHER WITH right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them AND reversion or reversions, remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment AND all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment TO HAVE AND TO HOLD the Designated Apartment unto and to the use of the Allottee/Purchaser absolutely and forever TOGETHER WITH AND/OR SUBJECT TO the easements quasi-easements and other stipulations and provisions in favour of the Allottee/ Purchaser and the Promoter/Vendors AND SUBJECT TO the covenants, terms and conditions as contained in the Schedules hereto including House Rules mentioned in SCHEDULE “**F**” hereunder and on the part of the Allottee/Purchaser to be observed, fulfilled and performed.

II. **AND THIS DEED WITNESSETH** and it is agreed and declared by and between the parties hereto that this Deed supersedes all previous agreements and/or arrangements brochures, advertisements/ representations and/or understanding between the parties hereto in respect of the said Building Complex, the said Apartment and properties Appurtenant thereto **AND** proportionate undivided share in the said premises. The terms of this Deed will prevail and binding between the parties and the Purchaser in future will not raise any claim in respect thereof. The Purchaser agrees and undertakes that the Purchaser shall not do any act deed or thing whereby the Vendors and Developer/Promoter are prevented from constructing, developing, amalgamated with adjacent Plot, selling transferring and/or dealing with any other parts and portions of the said Entire Premises and using the common passage, amenities and facilities.

III. **AND THE VENDORS AND PROMOTER DO AND EACH ONE OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S)** as follows:-

(a) **THAT** notwithstanding any act deed matter or thing whatsoever done by the Vendors/Promoter or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment hereby granted sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) **THAT** the said Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims, demands encumbrances, liens, attachments, leases, lispense, debuttar or trust made or suffered by the Vendors and the Promoter or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors/ Promoter.

(c) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold posses and enjoy the said Apartment and the properties appurtenant thereto and shall be entitled to receive all the rents, issues and profits thereof without any lawful evictions, interruption, claims or demands whatsoever by the Vendors/ Promoter or any person or persons having lawfully or equitably claiming as aforesaid.

(d) **THAT** the Purchaser shall be freed, cleared and absolutely discharged saved kept harmless and indemnified against all estate charges, encumbrances, liens, attachments, lispense, debuttar or trust or claim and demands whatsoever created occasioned or made by the Vendors/ Promoter or any person or persons lawfully or equitably claiming as aforesaid.

(e) **AND FURTHER THAT** the Vendors/Promoter and all persons having lawfully or equitably claiming any estate or interest in the said Apartment or any part thereof through under or in trust for the Vendors/Promoter shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said Apartment and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(f) The buildings and the premises shall be initially managed and maintained by the Promoter. The Promoter, after completion of the building and sale of such number of Apartments as may be decided by the Promoter, in its absolute discretion, shall hand over the maintenance of the building to a Holding Organization to be formed by the Promoter.

(g) **THAT** the Vendors and Promoter do and each one of them doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to his/her/their attorney/s or agents at or before any trial examination or commission for



inspection or otherwise as occasion shall require the title deeds in connection with the said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**IV. AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS HEREBY CONVEYED WITH THE VENDORS/PROMOTER AND EACH ONE OF THEM RESPECTIVELY** as follows :-

- (a) That the Purchaser and all other persons deriving title under her/his/themselves shall and will at all times hereafter observe the restrictions regarding the users set forth in the House Rules in **SCHEDULE "F"** hereunder written.
- (b) **THAT** the Purchaser shall at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, Goods and Service Tax , Water tax, Urban Land Tax, if any, and other levies impositions and outgoing including maintenance and service charges which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the Building Complex as a whole and for the common parts and portions.
- (c) The Purchaser shall in due course apply for and obtain mutation of his/her/their name or names as the owner or owners of the said Apartment from the Madhyamgram Municipality and shall also obtain separate assessment of the said Apartment and so long the said Apartment is not separately assessed, the Purchaser shall pay the proportionate share of the municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society/Service Company.
- (d) The Purchaser aware that certain work of construction, finishing work, common facilities and amenities, passages in the said Building Complex has not been completed as yet and agrees and

hereby allows the Promoter more time to complete the same including with the workmen and building materials and free ingress and egress and will never raised any objection. The Promoter shall obtain the Completion Certificate from the Madhyamgram Municipality in due course. The Purchaser or any one claiming through her/his/their assure and undertake not to do any kind of act deed or things which may prevent or delay in completion of the projects including common area and facilities and development of adjacent plot. The Promoter is also entitled to make addition, alteration in the Sanction Plan or user or any part or portion of the said premises and/or constructed portion or make additional construction either Horizontal or Vertical for which the Purchaser hereby authorized the Promoter. The promoter is also entitle to use the vacant space for Car Parking or other use save and except the Common Passage for free ingress and egress with car. The Purchaser is aware that completion Certificate has not yet been received and this registration was made at the request of the Purchaser only.

- (e) The Purchaser shall neither use nor transfer any other space, portion and common portion other than the flat/space/ Apartment, common portion and common right only being transferred by the Vendors/Promoter herein in favour of the Purchaser, by these presents. The Purchaser has no right, title, interest and claim in respect of other space.

**V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :-**

After completion of the execution and registration of these presents in favour of the Purchaser, the Purchaser may deal with or dispose off or assign or alienate the said Apartment subject to the following conditions :-

- (a) That the undivided share in the land beneath the Building comprised in the said premises hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.
- (b) The right of the Purchaser shall remain restricted to the said Apartment.
- (c) The said new building and/or the Housing Complex shall always be known as **“Natural City Madhyamgram”** and the Purchaser undertakes not to change the name at any point of time.

- (d) The proportionate share of the Purchaser in respect of any matter referred to under this Conveyance shall be such as may be determined by the Promoter and the Purchaser agrees and undertakes to accept the same notwithstanding there being variations;
- (e) The transfer of the said Apartment by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or shall run with the said Apartment and/or subsequent transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
- (f) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Apartment payable to the Developer/Promoter or the Maintenance Agency /Association and the Madhyamgram Municipality will be paid by the Purchaser in full prior to the proposed transfer/ alienation by the Purchaser. Such dues, if any, shall in any event, run with such proposed transfer.
- (g) At or before entering into these presents, the Purchaser has made himself/herself/themselves aware that the said Apartment is a part of the residential complex of the said new building and the Purchaser agrees to maintain the decency of the said **NEW BUILDING** and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to have adverse affect to the decency of the said residential complex.
- (h) The Purchaser shall make arrangements for obtaining separate electricity meter in her/his/their name or names for the said Apartment from the concern authorities and the Purchaser shall be liable and agrees to regularly and punctually make payment of the electricity charges directly to concern authorities.
- (i) The Promoter and Vendors are entitled to and authorized to sale or use the open space surrounding to the building including user as car parking space save and except common passage.

- (j) The Vendors and Promoter will have the exclusive and unfettered right to exploit the open spaces of the said new building or any other open parts and portions of the said premises or building vertically or horizontally and the Purchaser hereby consent to the same.

**VI. AND THE PURCHASER DOTH HEREBY FURTHER AGREES AND COVENANT WITH THE VENDORS/DEVELOPER/PROMOTER AND EACH ONE OF THEM RESPECTIVELY** as follows :-

i) Until the formation of the Holding Organization/Association/ Society which may include a Service Company to be formed by the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions and security of the said new building **SUBJECT HOWEVER** to the Purchaser regularly and punctually making payment of the maintenance and service charges to the Developer more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.

ii) The Developer/Promoter alone shall be entitled and the Purchaser hereby authorise the Developer to form the Holding Organization/ Association/Society and/or service company with such rules and regulations as the Developer/Promoter shall think fit and proper and the Purchaser hereby further commits herself/himself/themselves to become a member of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.

iii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges, the Purchaser shall be liable to pay interest at the rate of 12% per annum **PROVIDED HOWEVER** if the said default continues for a period of more than 90 days from the date of payment becoming due then and in that event the Vendors and/or Promoter and/or the Holding Organization/Association/Society service company as the case may be shall :-

- (a) discontinue the use of common services.
- (b) discontinue the supply of water.
- (c) prevent use of the lifts and Generators and such services shall not be restored until all the amounts together with interest shall be fully paid and shall be liable to pay such expenses for such disconnection period as well as reconnection charges as may be decided by the Promoter and/or the Holding Organization.

iv) The amounts, if any, deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter until such time the Holding Organization/Association/ Society/ Service company takes over and the said Sinking Fund/Development Fund shall be applied towards the capital expenditures as and when becoming necessary. It is being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.

v) The right of the Purchaser shall remain restricted to the said Apartment and in no event the Purchaser or any person claiming through her/his/their shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the Purchaser hereby further covenant and assure that she/he/them shall not interfere with the rights of the Vendors/Promoter in constructing developing or selling transferring leasing out or letting out the any Apartments or any other portion and to carry out repairs renovations and improvements in the said building complex or any part or portion thereof.

**vii) Disclosures, Acknowledgments & Necessary Terms:**

(1) The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allotee. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allotee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allotee.

(2) The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allotees who need the same and apply for the same with preference being given by the Promoter to those Allotees who do not otherwise have parking space in the Project. The Allotee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allotee nor to disturb the use of the allotted parking space by the concerned Allotee.

- (3) The Promoter duly explain and Allotee understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Allotee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment allotted to the Allotee will remain unchanged.
- (4) The Allotee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Madhyamgram Municipality and upon complying with the applicable provisions of the Act and/or Rules.
- (5) Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
- (6) **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allotee at its own costs and expenses. In doing and carrying out the said fit out works, the Allotee shall be obliged to do all works in a good and workman-like manner with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allotee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allotee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment.
- (7) The Allotee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and

notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

- (8) The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- (9) In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- (10) The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- (11) The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees at the cost and expenses of the Association.
- (12) Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

- (13) The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule "F" hereto.
- (14) The Allottee shall have no connection whatsoever with the Allotees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allotees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- (15) The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- (16) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Promoter and/or the Owner, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allotees (including the Allotees herein) proportionately and the Promoter and/or the Owner shall not be liable therefor in any manner and the Allottee and the other Allotees shall keep the Promoter and the Owner fully indemnified with regard thereto.
- (17) The Allottee shall be and remain responsible for and indemnify the Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and the Promoter as a result of any act omission or negligence of the Allottee or



the servants agents licensees or invitees of the Allotee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allotee.

- (18) In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the Allotee thereof.
- (19) **Maintenance Chargeable Area:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allotee, the area shall be the sum total of the Super Built-up Area as mentioned in Schedule “**B**” hereunder.
- (20) In case the Allotee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Deed and the entire obligation or liability in respect of the same shall be that of the Allotee alone.
- (21) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex except the Allotees/Purchasers of any Apartment, door, window or façade, balcony by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage’s, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allotee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- (22) The Project shall bear the name “**Natural City Madhyamgram**” or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

**THE SCHEDULE “A” ABOVE REFERRED TO :**  
**Details of the Land**

**ALL THAT** demarcated piece and parcel of Land measuring area 87 Cottahs 15 Chittacks 30 Sq.ft. i.e., 4 Bighas 7 Cottahs 15 Chittacks 30 Sq.ft. more or less lying and situated at Premises/Holding No. 36, Ganganagar No. 2, Colony, in Municipal Ward No. 26, P.O. - Ganganagar, Police Station Narayanpur (formerly - Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No. 49, within the jurisdiction of the Madhyamgram Municipality, in the District North 24 Parganas and details Dag Nos. Khatian Nos. Area of land are given below: - ‘

R.S./L.R.	L.R. Khatian No.	Area		
350	1110	03	10	04
351(P)	1046, 1037, 356, 1045, 1025, 357, 358, 1024, 1026, 1015 and 1016,	78	04	35
351/659	1047	06	00	36
<b>Total Area of land</b>		<b>87</b>	<b>15</b>	<b>30</b>

Butted and bounded as follows: -

**ON THE NORTH** : By land of Dag No.349 and 646;  
**ON THE SOUTH** : By 79’6” & 20’6” wide Municipal Road;  
**ON THE EAST** : By 22-6” wide Municipal Road;  
**ON THE WEST** : By land of R.S./L.R. Dag No.351;

**THE SCHEDULE “B” ABOVE REFERRED TO**

1. **DESIGNATED APARTMENT** : **ALL THAT** the **Residential** Flat / Apartment bearing No. \_\_\_\_\_ containing carpet area of \_\_\_\_\_’ square feet and Built up area \_\_\_\_\_ Sq.ft. (Super built up area whereof is \_\_\_\_\_’ square feet) (inclusive of the area of the **Servant** Quarter \_\_\_\_\_ area, on the \_\_\_\_\_ side of the \_\_\_\_\_<sup>th</sup> floor of the Tower \_\_\_\_\_ at the said land of the Project commonly known as “\_\_\_\_\_” constructed in a portion of land morefully described in the Schedule “A” hereinabove.

2. **PARKING** : **One** medium sized \_\_\_\_\_ Car Parking.

3. **Terrace Area** : **Open** Terrace area being \_\_\_\_\_ square feet, more or less on the \_\_\_\_\_ side.

**THE SCHEDULE “C” ABOVE REFERRED TO**  
**(Floor Plan of the Apartment)**

**Floor Plan of Car Parking Space Attached**

**THE SCHEDULE "D" ABOVE REFERRED TO:**  
**Specification Amenities Common Areas and Installations**  
**(which are part of the Project)**

- (a) Land comprised in the said Premises.
- (b) Entrance and exit gates of the said Premises
- (c) Paths passages driveways and ramps in the said Land other than those reserved by the Owners and/or the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Promoter for exclusive use of any Allotee.
- (d) Entrance Lobby in the Ground Floor of the Building.
- (e) For each block two staircases with full and half landings and with stair covers on portions of the ultimate roof.
- (f) Ultimate roof of the Towers with decorations and beautification.
- (g) Residents' facilities with well-equipped gymnasium, Swimming pool, Steam, Games Room, Meditation/Yoga area.
- (h) For each Block there will be 2 (two) lifts and a Service Lift along with - lift shafts and the lobby in front of it on typical floors.
- (i) Electrical installations with main switch and meter and space required therefore in the building.
- (j) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
- (k) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Designated Apartment to the extent of quantum mentioned herein and/or in the other units during power failure.
- (l) Underground Water reservoir.
- (m) Water pump with motor and with water supply pipes to the overhead water tanks for each Tower and with distribution pipes there from connecting to different units.
- (n) Ion removal plant.
- (o) Water waste and sewerage evacuation pipes from the units to drains and sewer common to the Building and from there to the municipal drain.
- (p) Fire fighting system.
- (q) Fire pump room.

- (r) Security Room for darwan / security guards in the ground floor of the building.
- (s) Common toilets in the Ground Floor.
- (t) Requisite arrangement of Intercom / EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- (u) CCTV camera to be installed in the entrance lobby at the ground floor and entertainment area of the buildings.
- (v) Air-conditioned community hall on the Second floor of the building.
- (w) Garden space at the podium level.
- (x) Boundary walls.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(Devolution of Title)**

**Short Description of title of Mouza – Ganganagar, P.S. Airport, District North 24-Parganas.**

A. By deed of Indenture executed on 17th day of December, 1996 and registered in the office of Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No. 25, pages 8286 to 8303, as Being No.12535 for the year 2009, the one Ranabir Biswas, the Vendor therein, sold, conveyed and transferred his property being ALL THAT undivided one-equal half part or share in piece or parcel of danga, bastu and doba land, measuring area 58 (fifty eight) decimal, more or less, equivalent to 1 (one) Bigha 15 (fifteen) Cotthas 0 (zero) chittak 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.36/1, Ganganagar No.2, Colony, in Municipal Ward No.26, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, details dag, khatian and classification and area as under;

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Area of Land (Decimals)
350	175	350	356	Doba	6
351 (P)	175	351 (P)	356	Danga	42
351/659	175	351/659	356	Bastu	10

to M/S. JIWANRAM SHEODUTTRAI, a partnership firm, at 30D, Jawaharlal Nehru Road, P.O.- Park Street, Police Station - Park Street, Kolkata - 700016, represented by its partners namely, 1) SRI VIMAL PRAKASH, 2) SRI KAMAL PRAKASH, 3) DR. (MS) RAJRANI AGRAWAL, 4) SRI ALOK PRAKASH and 5) SRI KAILASH PATI, the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

B. by deed of Indenture executed on 17th day of December, 1996 and registered in the office of Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No. 25, pages 8651 to 8666, as Being No. 12536 for the year 2009, the one Avijit Biswas, the Vendor therein, sold, conveyed and transferred his property being ALL THAT undivided one-equal half part or share in piece or parcel of danga, bastu and doba land, measuring area 58 (fifty eight) decimal, more or less, equivalent to 1 (one) Bigha 15 (fifteen) Cotthas 0 (zero) chittak 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Airport, Kolkata -

700132, in Mouza - Ganganagar, J.L. No.49, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, to details dag, khatian and classification and area as under;

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Area of Land (Decimals)
350	175	350	356	Doba	6
351 (P)	175	351 (P)	356	Danga	42
351/659	175	351/659	356	Bastu	10

to M/S. JIWANRAM SHEODUTTRAI, a partnership firm, at 30D, Jawaharlal Nehru Road, P.O.- Park Street, Police Station - Park Street, Kolkata - 700016, represented by its partners namely, 1) SRI VIMAL PRAKASH, 2) SRI KAMAL PRAKASH, 3) DR. (MS) RAJRANI AGRAWAL, 4) SRI ALOK PRAKASH and 5) SRI KAILASH PATI, the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

C. By virtue of the aforesaid deeds the said M/S. JIWANRAM SHEODUTTRAI, sole and absolute owner of the property being ALL THAT piece or parcel of danga, bastu and doba land, measuring area 58 (fifty eight) decimal, more or less, equivalent to 1 (one) Bigha 15 (fifteen) Cotthas 0 (zero) chittak 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, to details dag, khatian and classification and area as under;

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Area of Land (Decimals)
350	175	350	356	Doba	6
351 (P)	175	351 (P)	356	Danga	42
351/659	175	351/659	356	Bastu	10

D. The said Kailash Pati, died intestate on 12/08/2006 leaving behind him his only wife namely Smt. Jayshree Devi Poddar became the owner of his share in the said partnership firm.

E. Upon the death of said Kailash Pati, the partners hereto, continued the said partnership business in terms thereof and that the only legal heir of the said Kailash Pati namely, Smt. Jayshree Devi Poddar, did not became and/or desire to be the partner of the said Partnership firm.

F. The account of the said Kailash Pati in the said Partnership business has been settled and all what was payable to the account of Late Kailash Pati in the said Partnership business has been paid the amount to the only legal heir of Late Kailash Pati namely Smt. Jayshree Devi Poddar, upon receipt of the same, the said Smt. Jayshree Devi Poddar has no right, title, interest and/or benefit in the said Partnership firm as well as the business, in future.

G. The said Alok Prakash, retired from the said Partnership firm, on 24th day of December 2012 and settled the amount as his share in respect of the said firm and same was received and acknowledge from the said partnership firm.

H. After retirement of the said Sri Alok Prakash, the remaining and/or continuing partners of the said firm, namely, 1) SRI VIMAL PRAKASH, 2) SRI KAMAL PRAKASH, 3) DR.(MS) RAJRANI AGRAWAL, and they are the present partners of the firm namely; M/S. Jiwanram Sheoduttrai.

I. The said M/S. JIWANRAM SHEODUTTRAI, owner of the property being ALL THAT piece or parcel of danga, bastu and doba land, measuring area 58 (fifty eight) decimal, more or less, equivalent to 1 (one) Bigha 15 (fifteen) Cotthas 0 (zero) chittak 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, dag, khatian and classification and area details as under:

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Area of Land (Decimals)
350	175	350	356	Doba	6
351 (P)	175	351 (P)	356	Danga	42
351/659	175	351/659	356	Bastu	10

and thereafter mutated its name in the record of the Madhyamgram Municipality being Municipal Holding No. 36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in fact.

J. By deed of Conveyance dated 30<sup>th</sup> day of September, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 1029341 to 102971, as Being No.15402451 for the year 2019, the said M/S. JIWANRAM SHEODUTTRAI, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of proposed Bastu Land as per R.O.R. Danga land, measuring an area 07 (seven) Cottahs 03 (three) chittak 17 (seventeen) square feet, more or less, out of total land measuring area 42 (forty two) decimal, more or less, together with tiles shaded structure measuring area 150 (one hundred fifty) square feet, more or less, being Lot 'A', lying and situated at portion of Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 175 corresponding to L.R. Khatian No.356 (P), within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, unto in favour of Mrs. Sima Sur Roy, purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated her property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/1/1, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1046.

K. By deed of Conveyance dated 30<sup>th</sup> day of September, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 102893 to 102933, as Being No.15402450 for the year 2019, the said M/S. JIWANRAM SHEODUTTRAI, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of proposed Bastu Land as per R.O.R. Doba land,

measuring an area 3 (three) Cottahs 10 (ten) chittaks 04 (four) square feet, more or less, togetherwith tiles shaded structure measuring area 50 (fifty) square feet, more or less, being Lot 'B', lying and situated at portion of Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.350 under R.S. Khatian No. 175 corresponding to L.R. Khatian No.356 (P), within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, unto infavour of Poroshpathor Realcom Pvt. Ltd, purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated her property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/1/3, in Ward No.26 and also mutated its property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1110.

L. By deed of Conveyance dated 30<sup>th</sup> day of September, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 103085 to 103125, as Being No.15402455 for the year 2019, the said M/S. JIWANRAM SHEODUTTRAI, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of proposed Bastu Land as per R.O.R. Danga land, measuring an area 5 (five) Cottahs 06 (six) chittaks 22 (twenty two) square feet, more or less, out of total land measuring an area 42 (forty two) decimals together with tiles shaded structure measuring area 125 (one hundred twenty five) square feet, more or less, being Lot 'C', lying and situated at portion of Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (P) under R.S. Khatian No. 175 corresponding to L.R. Khatian No.356 (P), within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, unto infavour of M/s. Taramoyee Construction, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated its property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/1/4, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1037.

M. By deed of Conveyance dated 1<sup>st</sup> day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104649 to 104689, as Being No.15402492 for the year 2019, the said M/S. JIWANRAM SHEODUTTRAI, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of proposed Bastu Land as per R.O.R. Danga land, measuring an area 05 (five) Cottahs 01 (one) chittak 17 (seventeen) square feet, more or less, out of total land measuring an area 42 (forty two) decimals togetherwith tiles shaded structure measuring area 150 (one hundred fifty) square feet, more or less, being Lot 'D', lying and situated at portion of Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (P) under R.S. Khatian No. 175 corresponding to L.R. Khatian No.356 (P), within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, unto infavour of Bengal Ideal Home Maker & Associates Pvt. Ltd, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated her property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/1/5, in Ward

No.26 and also mutated its property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1083.

N. By deed of Conveyance dated 30<sup>th</sup> day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District – 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 103126 to 103166, as Being No.15402456 for the year 2019, the said M/S. JIWANRAM SHEODUTTRAI, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of proposed Bastu Land as per R.O.R. Danga land, measuring an area 7 (seven) Cottahs 11 (eleven) chittaks 14 (fourteen) square feet, more or less, out of total land measuring an area 42 (forty two) decimals togetherwith tiles shaded structure measuring area 150 (one hundred fifty) square feet, more or less, being Lot 'E', lying and situated at portion of Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (P) under R.S. Khatian No. 175 corresponding to L.R. Khatian No.356 (P), within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, unto infavour of Poroshpathor Realcom Pvt. Ltd, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated its property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/1/1, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1045.

O. By deed of Conveyance dated 30<sup>th</sup> day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District – 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 102855 to 102892, as Being No.15402449 for the year 2019, the said M/S. JIWANRAM SHEODUTTRAI, the Vendor therein, sold, conveyed and transferred the property being ALL THAT piece or parcel of Bastu Land, measuring an area 06 (six) Cottahs 00 (zero) chittak 36 (thirty six) square feet, more or less, togetherwith tiles shaded structure measuring area 200 (two hundred) square feet, more or less, being Lot 'F', lying and situated at portion of Municipal Holding No.36/1, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351/659 (p) under R.S. Khatian No. 175 corresponding to L.R. Khatian No.356 (P), within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, unto infavour of SRI SUSANTA SUR ROY, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated his property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/1/2, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1047.

P. By deed of Indenture dated 9th day of December, 1997, registered in the office of Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.25, pages 8232 to 8261, as Being No.12532 for the year 2009, Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash jointly purchased the property being ALL THAT undivided one-equal half part or share in piece or parcel of danga land, measuring area 2 (two) Bigha 11 (eleven) Cotthas 3 (three) chittaks 23 (twenty three) square feet, more or less, lying and situated at Mouza - Ganganagar, J.L. No.49, R.S. Dag No.351 (p) under R.S. Khatian No.275, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, from Sri Avijit Biswas, the Vendors



therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

Q. By deed of Indenture dated 9th day of December, 1997, registered in the office of Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.25, pages 9691 to 9720, as Being No.12534 for the year 2009, Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash jointly purchased the property being ALL THAT undivided one-equal half part or share in piece or parcel of danga land, measuring area 2 (two) Bigha 11 (eleven) Cotthas 3 (three) chittaks 23 (twenty three) square feet, more or less, lying and situated at Mouza - Ganganagar, J.L. No.49, R.S. Dag No.351 (p) under R.S. Khatian No.275, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, from Sri Ranabir Biswas, the Vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

R. By virtue of the said deeds the said Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash are joint owners in respect of the property being ALL THAT piece or parcel of danga land, measuring area 2 (two) Bigha 11 (eleven) Cotthas 3 (three) chittaks 23 (twenty three) square feet, more or less, lying and situated at Mouza - Ganganagar, J.L. No.49, R.S. Dag No.351 (p) under R.S. Khatian No.275, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and jointly mutated their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.36, Ganganagar, 2 No Colony, in Ward No.26.

S. By deed of Indenture dated 9th day of December, 1997, registered in the office of Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.25, pages 8262 to 8285, as Being No.12533 for the year 2009, Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash jointly purchased the property being ALL THAT piece or parcel of danga land, measuring area 1 (one) Cottha 10 (ten) chittaks 30 (thirty) square feet, more or less, lying and situated at Mouza - Ganganagar, J.L. No.49, R.S. Dag No.351 (p) under R.S. Khatian No.175, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, from Sri Sunil Kumar Mukherjee, the Vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

T. By virtue of the said deed the said Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash are joint owners in respect of the property being ALL THAT piece or parcel of danga land, measuring area 1 (one) Cottha 10 (ten) chittaks 30 (thirty) square feet, more or less, lying and situated at Mouza - Ganganagar, J.L. No.49, R.S. Dag No.351 (p) under R.S. Khatian No.175, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas and jointly mutated their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.37, Ganganagar, 2No Colony, in Ward No.26.

U. By virtue of the said deed the said Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash jointly mutated their names in the record of the Block Land and Land Reforms Office at Madhyamgram and obtained a L.R. Khatian No.357 in the name of Sri Vimal Prakash, L.R. Khatian No.358 in the name of Sri Kamal Prakash, and L.R. Khatian No.359 in the name of Sri Alok Prakash, under R.S./L.R. Dag No.351.

V. The said Sri Vimal Prakash, Sri Kamal Prakash and Sri Alok Prakash became joint owners of the property being ALL THAT piece or parcel of danga land, measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, lying and situated at Municipal Holding No.36 and 37, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357, 358 and 359 respectively, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and each having undivided owner of 1/3rd part or share in the aforesaid property.

W. By a Deed of Gift, Dated 3rd day of May, 2018, registered at the Office of the Additional Registrar of Assurances - IV, Kolkata, recorded in Book No.I, Volume No.1904-2018, pages from 196063 to 196087 thereof as Being No.190404659 for the year 2018, the said Sri Alok Prakash, the donor therein, out of love and affection as mentioned therein granted, conveyed and transferred his share in the property being ALL THAT undivided 1/3rd part or share in ALL THAT piece or parcel of danga land, measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, lying and situated at Municipal Holding No.36 and 37, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Airport, Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (p) under L.R. Khatian No.359, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, in favour of his brother namely Sri Vimal Prakash and Sri Kamal Prakash, the donees therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

X. By virtue of the said deed of gift the said Sri Vimal Prakash and Sri Kamal Prakash became joint owners of the property being ALL THAT piece or parcel of danga land, measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, lying and situated at Municipal Holding No.36 and 37, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357, 358 and 359, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas and jointly mutated their names in the record of the Madhyamgram Municipality and obtained a renumbered Municipal Holding No.36, Ganganagar, 2No Colony, in Ward No.26, in fact.

Y. By deed of Conveyance dated 1st day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104051 to 104086, as Being No.15402477 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 5 (five) Cottahs 10 (ten) chittak 27 (twenty seven) square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, together with tiles shaded structure measuring area 120 (one hundred twenty) square feet, more or less, being Lot 'H', lying and situated at portion of Municipal Holding No. 36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram

Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
351 (P)	357	02 - 13 - 13.5
351 (P)	358	02 - 13 - 13.5
	Total	05 - 10 - 27

unto infavour of BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated its property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/3, in Ward No.26 and also mutated its property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1084.

Z. By deed of Conveyance dated 1st day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104211 to 104247 as Being No.15402481 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 6 (six) Cottahs 02 (two) chittak 32 (thirty two) square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, togetherwith tiles shaded structure measuring area 150 (one hundred fifty) square feet, more or less, being Lot T', lying and situated at portion of Municipal Holding No.36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49,R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
351 (P)	357	03 - 01 - 16
351 (P)	358	03 - 01 - 16
	Total	06 - 02 - 32

unto infavour of M/S. TARAMOYEE CONSTRUCTION, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated her property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/4, in Ward No.26 and also mutated its property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1024.

AA. By deed of Conveyance dated 1st day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104174 to 104210 as Being No.15402480 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 08 (eight) Cottahs 00 (zero) chittak 21 (twenty one)

square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, together with tiles shaded structure measuring area 180 (one hundred eighty) square feet, more or less, being Lot 'J', lying and situated at portion of Municipal Holding No. 36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49,R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO.		KHATIAN NO.	SALEABLE AREA
			K - Ch - Sq.ft
351 (P)	357		04 - 00 - 10.5
351 (P)	358		04 - 00 - 10.5
		Total	08 - 00 - 21

unto infavour of PAROSHPATHOR REALCOM PVT. LTD., being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated its property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/5, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1016.

BB. By deed of Conveyance dated 1st day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District - 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104138 to 104173 as Being No.15402479 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 08 (eight) Cottahs 00 (three) chittaks 37 (thirty seven) square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, together with tiles shaded structure measuring area 199 (one hundred ninety nine) square feet, more or less, being Lot 'K', lying and situated at portion of Municipal Holding No.36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49,R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 245 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO.		KHATIAN NO.	SALEABLE AREA
			K - Ch - Sq.ft
351 (P)	357		04 - 00 - 18.5
351 (P)	358		04 - 00 - 18.5
		Total	08 - 00 - 37

unto infavour of MR. SUPRAVO SUR ROY, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated her property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/6, in Ward No.26 and also mutated his property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1015.

CC. By deed of Conveyance dated 1st day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District – 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104690 to 104726 as Being No.15402493 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 5 (five) Cottahs 01 (one) chittak 44 (forty four) square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, together with tiles shaded structure measuring area 170 (one hundred seventy) square feet, more or less, being Lot 'L', lying and situated at portion of Municipal Holding No. 36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49,R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
351 (P)	357	02 - 08 - 44.5
351 (P)	358	02 - 08 - 44.5
	Total	05 - 01 - 44

unto infavour of BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated its property and registered the Madhyamgram Municipality and obtained a Municipal Holding No.36/7, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1084.

DD. By deed of Conveyance dated 1st day of October, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District – 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 104727 to 104763 as Being No.15402494 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 05 (five) Cottahs 03 (three) chittaks 17 (seventeen) square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, together with tiles shaded structure measuring area 150 (one hundred fifty) square feet, more or less, being Lot 'M', lying and situated at portion of Municipal Holding No. 36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49,R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
351 (P)	357	02 - 09 - 31
351 (P)	358	02 - 09 - 31
	Total	05 - 03 - 17

unto infavour of POROSHPATHOR REALCON PVT. LTD, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated its property and registered the MadhyamgramMunicipality and obtained a Municipal Holding No.36/8, in Ward No.26 and also mutated her property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1026.

EE. By deed of Conveyance dated 30<sup>th</sup> day of September, 2019, registered in the office of Additional District Sub-Registrar Bidannagar, Salt Lake City, District – 24-Parganas (North), recorded in Book No.I, Volume No.1504-2019, pages from 102972 to 103007 as Being No.15402452 for the year 2019, the said Sri Vimal Prakash and Sri Kamal Prakash, the Vendors therein jointly sold, conveyed and transferred their property being ALL THAT piece or parcel of proposed Bastu land and as per ROR danga land, measuring an area 8 (eight) Cottahs 03 (three) chittak 18 (eighteen) square feet, more or less, out of total land measuring area 2 (two) Bigha 12 (twelve) Cotthas 14 (fourteen) chittaks 08 (eight) square feet, more or less, togetherwith tiles shaded structure measuring area 200 (two hundred) square feet, more or less, being Lot 'N', lying and situated at portion of Municipal Holding No.36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49,R.S./L.R. Dag No.351 (p) under R.S. Khatian No. 275 and 175 corresponding to L.R. Khatian No. 357 and 358, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S. DAG NO. KHATIAN NO. SALEABLE AREA		
		K - Ch - Sq.ft
351 (P)	357	04 - 01 - 31.5
351 (P)	358	04 - 01 - 31.5
Total		08 - 03 - 18

unto in favour of BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, being the purchaser therein, for valuable consideration as mentioned therein, more fully and particularly described in the Schedule thereunder written and subsequently also mutated her property and registered the MadhyamgramMunicipality and obtained a Municipal Holding No.36, in Ward No.26 and also mutated its property and registered the B.L.L.R.O, at Barasat and obtained L.R. Khatian No.1083.

FF. The owners herein executed a registered Boundary declaration dated 2<sup>nd</sup> day of August, 2021, registered at the office of the Additional Registrar of Assurances – IV, Kolkata, recorded in Book No.I, Volume No.1904-2021, pages from 318105 to 318133 as Being No.190406470 for the year 2021, respecting their property being ALL THAT piece or parcel of land, measuring area 87 (eighty seven) cotthas 15 (fifteen) chittaks 30 (thirty) square feet, more or less, lying and situated at Premises/Holding No.36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA		
		Cottahs	Chittaks	Square feet
350	1048	03	10	04

351(P)	1046, 1037, 356, 1045, 1025, 357, 358, 1024, 1026, 1015, 1016.	78	04	35
351/659	1047	06	00	36
Total Area of Land		87	15	30

Morefully and particularly described in the Schedule thereunder written, also mutated their property and registered the MadhyamgramMunicipality and obtained a Municipal Holding No.36, in Ward No.26.

GG. By virtue of the said deeds the owners herein owners of the property being ALL THAT piece or parcel of bastuland, measuring area 87 (eighty seven) cotthas 15 (fifteen) chittaks 30 (thirty) square feet, more or less, lying and situated at Premises/Holding No.36, Ganganagar No.2, Colony, in Ward No.26, P.O. - Ganganagar, Police Station - Narayanpur (formerly Airport), Kolkata - 700132, in Mouza - Ganganagar, J.L. No.49, within the jurisdiction of the Madhyamgram Municipality, in the District - North - 24-Parganas, and details Dag Nos.; Khatian Nos.; Area of land are given below:-

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA		
		Cottahs	Chittaks	Square feet
350	1110	03	10	04
351(P)	1046, 1037, 356, 1045, 1025, 357, 358, 1024, 1026, 1015, 1016.	78	04	35
351/659	1047	06	00	36
Total Area of Land		87	15	30

Butted and bounded as follows :-

**ON THE NORTH** : By land of Dag No. 349 and 646,  
**ON THE NORTH** : By 79'-6" & 20' 6" wide Municipal Road,  
**ON THE EAST** : By 22' - 6" wide Municipal Road,  
**ON THE WEST** : By land of R.S./L.R. Dag No. 351.

HH. By a Development Agreement dated 3<sup>rd</sup> June, 2023 made by and between **(1) Bengal Ideal Home Maker & Associates Pvt. Ltd, (2) Sri Susanta Sur Roy, (3) Mrs. Sima Sur Roy, (4) Mr. Supravo Sur Roy, (5) Poroshpathor Realcon Pvt. Ltd, (6) M/s. Taramoyee Construction**, therein collectively referred to as the Owners of the One Part and Natural Infranirman and Private Limited, therein referred to as the Developer of the Other Part and registered in the Office of the Additional Registrar of Assurance -IV, Kolkata in Book No. I, Volume No. 1904-2023, Page 386410 to 386462, Being No. 190407813 for the year 2023 in respect to All That demarcated piece and parcel of land measuring area 87 Cottahs 15 Chittacks 30 Sq.ft. lying and situated at Premises/Holding No. 36, Ganganagar No. 2, Colony, in Municipal Ward No. 26, P.O. - Ganganagar, Police Station - Narayanpur (formerly - Airport), Kolkata - 700132.

II. The Owners have delegated the power to the Promoter which are duly executed and registered on 3<sup>rd</sup> June, 2023 before Additional Registrar of Assurance IV, Kolkata in Book No. I, Volume No. 1904-2023, Page 393855 to 393887, Being No. 190407815 for the year 2023.

JJ. The plans for construction of the said Buildings has been sanctioned by The Madhyamgram Municipality has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_.

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**(HOUSE RULES)**

**HOUSE RULES :** The Allottee binds himself/herself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent of the Promoter in writing first to be obtained and the same from Developer and shall not do or permit to be done any obnoxious, injurious, noisy dangerous hazardous illegal or immoral activity in/at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners of the said designated Apartment.
2. That unless the right of parking is expressly granted and mentioned hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces in the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Allottee applies for and is granted parking space thereof, the facility of such parking shall be subject to the following conditions:-
  - i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay and default.
  - ii) The Allottee shall not park any motor car, two wheeler or any other vehicles at any other place in the said Project (including at the open spaces in the said Land) nor claim any right to park in any manner whatsoever or howsoever;
  - iii) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium size motor car that could comfortably fit in the allotted parking spaces and/or two wheeler as the case may be.
  - iv) No construction or storage of any nature shall be permitted in/at any parking space nor can the same be used for rest,



recreation or sleep or servants, drivers or for any person whosoever.

- v) The Allottee shall not park any vehicle of any description anywhere within the Project save and only at the place, if agreed and to be granted to the Allottee.
  - vi) The Allottee shall not grant transfer let out or part with the Parking Facility independently/separately apart from the Designated Apartment nor vice versa but with the only exception being that the Allottee may transfer the Parking Facility independently/separately apart from the Designated Apartment or vice versa only to any other Co-owners of the Project and none else.
  - vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - viii) In case, due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authorities, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
  - ix) The terms and conditions upon the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility. No two wheeler/three wheeler/bike, scooter will be park inside the complex without the written permission/Allotment by the Developer and/or Maintenance Association. No Car will park on the common passage.
  - x) Any use of the Mechanical Parking System or Podium Car Parking by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner whatsoever for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System or Podium Car Parking.
4. In case the facilities pertaining to Play Area, Gym and Pool as if available and provided to the Allottee then the Allottee binds himself/herself and agrees as follows: -
- i) The said facilities may be used by the Allottee and its family members residing at the Designated Apartment is common

with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee, desires to avail such facilities, the Allottee shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

- ii) The Allottee shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be used by the Allottee with due care and caution and the role of the Promoter shall only be to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Promoter liable in any manner whatsoever for any accident or damage while enjoying any such facilities by the Allottee or his/her/their family members or any other person or persons. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from time to time for the use of the Community Hall for hosting his/her private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.
5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using with due care and caution and the role of the Promoter shall only be to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for the maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner whatsoever for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his/her/their family members or any other person or persons. In doing and in carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :
  6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof, nor keep or put any soil or dirt or filth thereat, nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene, nor violate or omit to install and maintain any fire-safety measures.
  7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein

and that too subject to the terms and conditions and rules and regulations applicable thereto.

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right to install window/split air-conditioners at the place/s provided therefor in the said Apartment.
9. To apply for and obtain separate assessment and mutation of the Designated Apartment in the records of appropriate authority.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated Apartment or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
11. Not to close or permit blocking of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.
12. In case any Open Terrace be attached to any Designated apartment then the same shall be a right appurtenant to such Designated apartment and the right of use and enjoyment thereof shall always travel with such Designated Apartment and the following rules terms, conditions and covenants shall be applicable on the Allottee thereof in relation thereto.
  - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently ( i.e. independent apart from the Designated Apartment owned by such Allottee in the said buildings).

- ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner including Shamianas etc.
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) Not display of any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
  14. Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto, corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
  15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
  16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Designated Apartment in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
  17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his/her Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
  18. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

19. To allow the Maintenance In-Charge and its authorised representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance-In-Charge to the Allottee thereabout.
20. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.
21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.
22. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land/Building.

27. To maintain the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him at his/her own costs and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
28. Not to alter the outer elevation or façade or colour scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.
29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas etc.
32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
33. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Promoter the following rights and authorities:-
  - i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the

Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/suppliers/service provider) against applicable charges and terms and conditions there for. The Promoter shall be entitled to put up or permit for putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

35. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings : -
- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Designated Apartment and Appurtenances directly to the Madhyamgram Municipality and any other appropriate authority provided that so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
  - ii) All other taxes land revenues, impositions levies cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
  - iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-

owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.

- iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.3/- (Rupees Three) only per Square foot per month of the carpet area of the Designated Apartment and balcony/ verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Promoter and the appropriate authorities as the case may be.
- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

35.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the



7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment provided that any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.

- 35.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 35.3 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay interest at the prescribed rate as per the Act or Rules on all the amounts in arrears to the Maintenance-In-Charge, and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his/her employees, customers agents tenants or licensees and/or the Said Apartment.
- 35.4 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.5 The amount mentioned above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be and nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

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

**SIGNED, SEALED AND DELIVERED** by  
the **VENDORS/OWNERS** at the Kolkata  
in the presence of:

- (1) BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD.,
- (2) SRI SUSANTA SUR ROY,
- (3) MRS. SIMA SUR ROY,
- (4) MR. SUPRAVO SUR ROY,
- (5) POROSHPATHOR REALCON PVT. LTD,
- (6) M/S. TARAMOYEE CONSTRUCTION,

**(MUKESH KUMAR SHARMA)**

Authorized Signatory

**SIGNED SEALED AND DELIVERED**  
by the **DEVELOPER/PROMOTER** at  
Kolkata in present of :

**NATURAL INFRANIRMAN AND PRIVATE LIMTIED**

**(MUKESH KUMAR SHARMA)**

**Director**

**SIGNED SEALED AND DELIVERED**  
by the **ALLOTTEE(S)/PURCHASER(S)**  
at Kolkata in present of :

As per Xerox copy of the document  
supplied by the parties and believing  
upon the documents and as per  
instruction of Allottee/Purchaser (s) the  
document have been drafted and  
prepared at my Office.

***Awani Kumar Roy***

Advocate  
WB/1927/1978

**MEMO**

**RECEIVED** of and from the within named Allottees/  
Purchasers the within mentioned sum of  
**Rs.** \_\_\_\_\_/- (Rupees  
\_\_\_\_\_) only  
which includes the full consideration money paid to  
the Developer and nomination charges as per memo  
below:-

**Rs.** \_\_\_\_\_/-

**MEMO OF CONSIDERATION**

By various cheques

**Amount**  
**(Rs.)**  
**Rs.** \_\_\_\_\_/-

**Rs.** \_\_\_\_\_/-  
\_\_\_\_\_

(Rupees \_\_\_\_\_) only

**WITNESSES:**

1.

2.

---

---

DATED THIS      DAY OF                      , 2023

---

---

**BETWEEN**

**BENGAL IDEAL HOME MAKER &  
ASSOCIATES PVT. LTD. & ORS.  
....VENDORS/OWNERS**

**AND**

**M/S. NATURAL INFRANIRMAN AND  
PRIVATE LINTIED  
..... PROMOTER**

**AND**

---

**.....ALLOTTEES/PURCHASER(S)**

**I N D E N T U R E**

**AWANI KUMAR ROY,**  
Advocate  
10, Kiron Shankar Roy Road,  
Kolkata -700 001.