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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



V 912181

16.01.17
 WNO: 0-26132/17
 MV: 2,16,34,590/-
 Additional Registrar of
 Assurances-IV, Kolkata

Certified that the Document is admitted to
 Registration. The Signature Sheet and the
 endorsement sheets attached to this document
 are the part of this Document

[Signature]
 Additional Registrar
 of Assurance-IV, Kolkata

16 JAN 2017

DEED OF EXCHANGE OF PROPERTY

FIRST SCHEDULE PROPERTY SET FORTH VALUED AT RS.1,07,00,000/- &
SECOND SCHEDULE PROPERTY SET FORTH VALUED AT RS.1,01,25,000/,
THE STAMP DUTY PAID ON THE OF GREATEST MARKET VALUE OF THE
FIRST SCHEDULE PROPERTY OF RS.1,12,09,590/-

THIS DEED OF EXCHANGE is made this the 16th day of
January, Two Thousand Seventeen.

B E T W E E N

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD,

a company incorporated under the provisions of Companies Act, 1956, having its registered office at Ground floor of Premises No.932A/83, Jessore Road, Nilkusum Apartment, Police Station - Lake Town, Kolkata - 700 089, **PAN No.AADC8880D**, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad", at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, **PAN No.ALUPS7185H**, (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, legal representatives, and assigns) of the **PARTY OF THE FIRST PART.**

A N D

1) SMT. JHARNA SARKAR, wife of Late Prithwish Sarkar, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian, PAN No.DOYPS5590E, presently residing at "Jharna Villa", 3, Kavi Guru Sarani, Doltala, P.O.- Ganganagar, Police Station - Madhyamgram, Kolkata - 700132, formerly residing at 96, Doharia, Nandankanan, P.O.- Ganganagar, Police Station - Madhyamgram, Kolkata - 700132, **2) SRI SHUBHRA MANAS SARKAR**, son of Late Prithwish Sarkar, by faith - Hindu, by Occupation - Business, by Nationality - Indian, PAN No.BKFPS9846G, presently residing at "Jharna Villa", 3, Kavi Guru Sarani, Doltala, P.O.- Ganganagar, Police Station - Madhyamgram, Kolkata - 700132, formerly residing at 96, Doharia, Nandankanan, P.O.- Ganganagar, Police Station - Madhyamgram, Kolkata - 700132 and **3) SRI SANKHA MANAS SARKAR**, son of Late Prithwish Sarkar, by faith - Hindu, by Occupation - Business, by Nationality - Indian, PAN No.AYJPS9931R, presently residing at "Jharna Villa", 3, Kavi Guru Sarani, Doltala, P.O.- Ganganagar, Police Station - Madhyamgram, Kolkata - 700132, formerly residing at 96, Doharia, Nandankanan, P.O.- Ganganagar, Police

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Station - Madhyamgram, Kolkata - 700132, (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, representatives, and assigns) of the **PARTY OF THE SECOND PART**.

WHEREAS by a Cobala written in Bengali dated 10-07-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.14, at Pages 440 to 448 Being No.2392 for the year 1984, one Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein and togetherwith confirming parties Sri Jagadish Patra and others therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 10 (ten) Cotthas, more or less, being Plot No.A, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 13 (thirteen) chittaks 27 (twenty seven) square feet, more or less, and R.S. Dag No.1277/1659, measuring area 9 (nine) cotthas 2 (two) chittaks 18 (eighteen) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Asim Kumar Adhikary, being the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated his name in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.21/1, Nandan Kanan Main Road (formerly old Jessore Road), in Ward No.17.

AND WHEREAS the said Ashim Kumar Adhikary, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died intestate on 23-03-2011, leaving behind his wife Smt. Tanushree Adhikary, two sons namely Sri Abhishek Adhikary and Sri Suman Adhikary, as his only successors to the estate left behind his and as such after his death the said Smt. Tanushree

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Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary, together became joint owners of the aforesaid property being ALL THAT piece or parcel of land, measuring area 10 (ten) Cotthas, more or less, being Plot No.A, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 13 (thirteen) chittaks 27 (twenty seven) square feet, more or less, and R.S. Dag No.1277/1659, measuring area 9 (nine) cotthas 2 (two) chittaks 18 (eighteen) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

AND WHEREAS the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary as per physical measurement, jointly seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 37 (thirty seven) square feet, more or less, being Plot No.A, lying and situated at Municipal Holding No.21/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 12 (twelve) chittaks 34 (thirty four) square feet, more or less, and R.S. Dag No.1277/1659, measuring area 9 (nine) cotthas 2 (two) chittaks 3 (three) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

AND WHEREAS the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary herein subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North).

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AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.37, at Pages No.429 to 452 thereof as Being No.07735, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 37 (thirty seven) square feet, more or less, togetherwith tiles shaded structure measuring area 116 (one hundred sixteen) square feet, more or less, being Plot No.A, lying and situated at Municipal Holding No.21/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 12 (twelve) chittaks 34 (thirty four) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 9 (nine) Cotthas 2 (two) chittaks 3 (three) square feet, more or less} within the jurisdiction of Madhyamgram Municipality, P.S. - Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, from the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS by a Cobala written in Bengali dated 10-07-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.14, at Pages 449 to 458 Being No.2393 for the year 1984, Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein and togetherwith confirming parties namely Sri Jagadish Patra therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14

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(fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in favour of Sri Ashim Kumar Adhikary and Sri Dilip Kumar Adhikary, being the purchasers therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated jointly their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.21/2, Nandan Kanan Main Road, in Ward No.17, each having undivided one-equal half part or share in the said property.

AND WHEREAS the said Dilip Kumar Adhikary, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died intestate on 02-04-2005, leaving behind his wife Smt. Chabi Adhikary, four sons namely Sri Ashim Adhikary, Sri Uttam Adhikary, Sri Gautam Adhikary and Sri Tapas Adhikary, as his only successors to the estate left behind his and as such after his death the said Smt. Chhabi Adhikary, four sons namely Sri Ashim Adhikary, Sri Uttam Adhikary, Sri Gautam Adhikary and Sri Tapas Adhikary, together became undivided one-equal half part or share in the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring

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area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, each having undivided 1/5th part or share in the said property.

AND WHEREAS the said Ashim Kumar Adhikary became a owner of undivided 6/10 (six/ten) part or share in the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

AND WHEREAS the said Ashim Kumar Adhikary, was a Hindu Governed Hindu Law and Hindu succession Act, 1956, died intestate on 23-03-2011, leaving behind his wife Smt. Tanushree Adhikary, two sons namely Sri Abhishek Adhikary and Sri Suman Adhikary, as his only successors to the estate left behind his and as such after his death the said Smt. Tanushree Adhikary, Sri Abhishek Adhikary and Sri Suman Adhikary, together became 6/10 (six/ten) part or share in the property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six), more or less, being Plot No.B, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet,

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more or less, and R.S. 1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

AND WHEREAS the said SMT. TANUSHREE ADHIKARY, SRI ABHISHEK ADHIKARY, SRI SUMAN ADHIKARY, SMT. CHABI ADHIKARY, SRI TAPAS ADHIKARY, SRI UTTAM ADHIKARY and SRI GAUTAM ADHIKARY jointly seized and possessed of or otherwise well and sufficiently entitled to the interalia property being ALL THAT piece or parcel of land, measuring area 9 (nine) Cotthas 14 (fourteen) chittaks 26 (twenty six) square feet, more or less, being Plot No.B, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277/1659(p), measuring area 6 (six) chittaks 2 (two) square feet, more or less, and R.S. Dag No.1278(p), measuring area 9 (nine) cotthas 8 (eight) chittaks 24 (twenty four) square feet, more or less, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

AND WHEREAS the said SMT. TANUSHREE ADHIKARY, SRI ABHISHEK ADHIKARY, SRI SUMAN ADHIKARY, SMT. CHABI ADHIKARY, SRI TAPAS ADHIKARY, SRI UTTAM ADHIKARY and SRI GAUTAM ADHIKARY subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North), R.S. Dag No.1277/1659(p) under R.S. Khatian No.29, measuring area 8 (eight) cotthas 14 (fourteen) chittaks 34 (thirty four) square feet, more or less, and R.S. Dag No.1278(p) under R.S. Khatian No.29, measuring area 6 (six) chittaks, more or less, thereafter constructed

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a tiles shaded structure measuring area 105 (one hundred five) square feet, more or less, upon the said plot of land, being Plot No.B, lying and situated Municipal Holding No.21/2, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17.

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.37, at Pages No.4242 to 4264 thereof as Being No.07887, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 2 (two) Cotthas 14 (fourteen) chittaks 22 (twenty two) square feet, more or less, out of the land measuring 9 (nine) Cotthas 4 (four) chittaks 34 (thirty four) square feet, togetherwith tiles shaded structure measuring area 105 (one hundred five) square feet, more or less, being Plot No.B, lying and situated Municipal Holding No.21/2, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29 under R.S. Dag No.1277/1659(p), measuring area 2 (two) cotthas 10 (ten) chittaks 36 (thirty six) square feet, more or less, out of the total land, measuring area 8 (eight) chittaks 14 (fourteen) chittaks 34 (thirty four) square feet, more or less, and R.S. Dag No.1278(p) under R.S. Khatian No.29, measuring 3 (three) chittaks 31 (thirty one) square feet, more or less, out of the 6 (six) chittaks land, more or less, under Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, from the said SMT. TANUSHREE ADHIKARY, SRI ABHISHEK ADHIKARY, SRI SUMAN ADHIKARY, SMT. CHABI ADHIKARY, SRI TAPAS ADHIKARY, SRI UTTAM ADHIKARY and SRI GAUTAM ADHIKARY, the

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

AND WHEREAS by a Cobala written in Bengali dated 10-08-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.19, at Pages 332 to 341 Being No.2743 for the year 1984, Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein and togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 10 (ten) Cotthas, more or less, being Plot No.D, lying and situated at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29, R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 20 (twenty) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 6 (six) chittaks 25 (twenty five) square feet, more or less, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Uttam Adhikary, being the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated his name in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.21/4, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17.

AND WHEREAS the said Sri Uttam Adhikary is the sole and absolute owner of the property as per physical measurement being the property ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 15 (fifteen) chittaks 32 (thirty two) square feet, more or less, being Plot No.D, lying and situated Municipal Holding No.21/4, Nandan Kanan Main Road

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(near Old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 14 (fourteen) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P) and measuring area 3 (three) cotthas 6 (six) chittaks 18 (eighteen) square feet, more or less}, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas.

AND WHEREAS the said Sri Uttam Adhikary subsequently mutated his name before B.L.&L.R.O., Madhyamgram, District 24 Parganas (North), ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 15 (fifteen) chittaks 32 (thirty two) square feet, more or less, being Plot No.D, lying and situated Municipal Holding No.21/4, Nandan Kanan Main Road (near Old Jessore Road), in Ward No.17, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 14 (fourteen) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 6 (six) chittaks 18 (eighteen) square feet, more or less}, under Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry office at Barasat, District - North - 24-Parganas, and thereafter constructed a tiles shaded structure measuring area 110 (one hundred ten) square feet, more or less, upon the said plot land, morefully and particularly described in the Schedule hereunder written.

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.37, at Pages No.412 to 428 thereof as Being No.07734, for the year 2014, the party of the First

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part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 9 (nine) Cotthas 15 (fifteen) chittaks 32 (thirty two) square feet, more or less, togetherwith tiles shaded structure measuring area 110 (one hundred ten) square feet, more or less, being Plot No.D, lying and situated Municipal Holding No.21/4, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 6 (six) cotthas 9 (nine) chittaks 14 (fourteen) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) cotthas 6 (six) chittaks 18 (eighteen) square feet, more or less}, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, from the said Sri Uttam Adhikary, the vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS by Cobala written in Bengali dated 10-08-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.19, at Pages 322 to 331 Being No.2742 for the year 1984, Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred her property i.e. ALL THAT piece or parcel of land, measuring area 12 (twelve) Cotthas, more or less, being Plot No.F, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 4 (four) cotthas 9 (nine) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag

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No.1277/1659(P), measuring area 3 (three) cotthas 10 (ten) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1278(p), measuring area 2 (two) cotthas 1 (one) chittaks 0 (zero) square feet, more or less, and R.S. Khatian No.29 R.S. Dag No.1280(p), measuring area 1 (one) cottha 11 (eleven) chittaks 35 (thirty five) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Uttam Adhikary and Sri Gautam Adhikary, being the purchasers therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated jointly their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.11/1, Nandan Kanan Main Road (formerly old Jessore Road), in Ward No.17.

AND WHEREAS the said Sri Uttam Adhikary and Sri Gautam Adhikary subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North).

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.38, at Pages No.175 to 192 thereof as Being No.07988, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 2 (two) Cotthas 5 (five) chittaks 43 (forty three) square feet, more or less, togetherwith tiles shaded structure measuring area 100 (one hundred) square feet, more or less, being Plot No.F, lying and situated portion of Municipal Holding No.11/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45,

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Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 1 (one) cottha 10 (ten) chittaks 7 (seven) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 11 (eleven) chittaks 36 (thirty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, from the said Sri Uttam Adhikary and Sri Gautam Adhikary, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS by virtue of the said four deeds the party of the First part herein became sole and absolute owner of the property being ALL THAT piece or parcel of bastu land, measuring area 1 (one) bigha 5 (five) Cotthas 3 (three) chittaks, more or less, being Plot No.A, B, D & F, lying and situated Municipal Holding No.21, 21/2, 21/4 and 11/1, Nandan Kanan Main Road, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 9 (nine) cotthas 0 (zero) chittak 10 (ten) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 15 (fifteen) cotthas 15 (fifteen) chittaks 4 (four) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1278(P), measuring area 0 (zero) cottha 3 (three) chittaks 31 (thirty one) square feet, more or less}, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registrar Barasat, District - North - 24-Parganas, and thereafter the party of the First part herein mutated its name in the record of the Madhyamgram Municipality and obtained a one Municipal Holding No.21/1, Nandan Kanan Main Road, in Ward No.17, and also mutated its named in the record of the Block Land and Land Reforms Office at Barasat.

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AND WHEREAS the party of the first part herein applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said Municipal Holding No.21/1, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and the same being duly sanctioned by the Madhyamgram Municipality vide sanctioned building plan No.310/MM/2014-15, dated 21-07-2014.

AND WHEREAS the party of the first part herein duly constructed Multi-storeyed building known as "**POROSHPATHOR REGENCY**", lying and situated at Municipal Holding No.21/1, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, therefor containing several self contained Flats, shops, garages, Carparking spaces and other spaces therein.

AND WHEREAS by a Deed of Indenture, Dated, 19th day of January, 1985, registered at the office of the District Registrar at Barasat, recorded in Book No.I, Volume No.6, at Pages No.113 to 125 thereof as Being No.0442, for the year 1985, the one Prithwis Sarkar purchased the property ALL THAT piece or parcel of bastu land, measuring area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, R.S. Khatian No.29 under R.S. Dag No.1277/1659, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, from the Sri Badal Dey and others the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS the said Prithwis Sarkar, was a Hindu Governed Hindu Law and Hindu succession Act. 1956, died intestate on 12-12-1993, leaving behind his wife Smt. Jharna Sarkar and two sons namely Sri Shubhra Manas Sarkar, and Sri Sankha Manas Sarkar, as his only successors to the estate left behind his and as such after his death the said Smt. Jharna Sarkar, Sri Shubhra Manas Sarkar, and Sri Sankha Manas Sarkar, together became owners of the aforesaid property as aforesaid and thereafter mutated their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.10, Nandan Kanan Main Road, and also constructed two-storeyed building upon the said land total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less.

AND WHEREAS the said Smt. Jharna Sarkar, Sri Shubhra Manas Sarkar, and Sri Sankha Manas Sarkar jointly seize and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT Two-storeyed, brick-built messuage tenement hereditament and premises and/or building containing total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less, thereof, **TOGETHER WITH** the piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building, containing area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.10, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **R.S. Khatian No.29** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.17, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, and thereafter jointly mutated their names in the record of the Madhyamgram Municipality

and obtained a Municipal Holding No.10, Nandan Kanan Main Road, in Ward No.17, Kolkata - 700132, and also mutated their names in the record of the B.L.& L.R.O. (Barasat - II) at Madhyamgram, in fact, morefully and particularly described in the Second Schedule hereunder written.

AND WHEREAS the party of the First part being the owner of the interalia property details as under:

(a) ALL THAT one self-contained residential Flat No.**A-1**, on the **First Floor**, in Block - '**A**', measuring super built-up area **960 (nine hundred sixty)** square feet, more or less, consisting of Two Bed rooms, One Drawing-cum-dining, One Open Kitchen, Two Toilets and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - '**A**', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

(b) ALL THAT one self-contained residential Flat No.**A-2**, on the **First Floor**, in Block - '**A**', measuring super built-up area **982 (nine hundred eighty two)** square feet, more or less, consisting of Two Bed rooms, One Drawing-cum-dining, One Open Kitchen, Two Toilets and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - '**A**', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

(c) ALL THAT one self-contained residential Flat No.**A-3**, on the **First Floor**, in Block - '**A**', measuring super built-up area **915 (nine hundred fifteen)** square feet, more or less, consisting of Two Bed rooms, One Drawing-cum-dining, One open Kitchen, Two Toilets and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - '**A**', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

(d) ALL THAT one self-contained residential Flat No. **A-4**, on the **First Floor**, in Block - '**A**', measuring super built-up area **652 (six hundred fifty two)** square feet, more or less, consisting of One Bed room, One Drawing-cum-dining, One open Kitchen, One Toilet and One Balcony, together with one Carparking space on the **Ground Floor**, in Block - '**A**', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

The aforesaid flats and carparking space, morefully and particularly described in the First Schedule hereunder written, as contained in the building known as "**POROSHPATHOR REGENCY**", being Plot No. A, B, D & F, lying and situated Municipal Holding No.21/1, Nandan Kanan Main Road, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29 under R.S. Dag No.1277(p), and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), and R.S. Khatian No.29 under R.S. Dag No.1278(P), Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registrar Barasat, District - North - 24-Parganas, **TOGETHER WITH** undivided proportionate share in the said lands which the building is situated, **TOGETHER WITH** the easements and quasi-easements, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, **TOGETHER WITH** common right over the passage, stair case, main entrance, drain line, water line, pumps, lift, motors and pump room of the said building in common with the party of the Second part herein together with other Purchaser/Purchasers within the building, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHER WITH** obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, **AND FURTHER**, subject to the restrictions mentioned in the **SIXTH SCHEDULE** hereunder written.

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AND WHEREAS the party of the Second part being the owners of the property being ALL THAT Two-storeyed, brick-built messuage tenement hereditament and premises and/or building containing total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less, thereof, **TOGETHER WITH** the piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building, containing area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.10, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **R.S. Khatian No.29** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.17, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the Second Schedule hereunder written.

AND WHEREAS the parties have agreed to mutually exchange and transfer of the ownership of the said properties as between them i.e. that the said PARTY OF THE FIRST PART shall convey, transferred the properties in the FIRST SCHEDULE to the PARTY OF THE SECOND PART and the Second party in lieu of the said transfer will convey the property in the SECOND SCHEDULE to the PARTY OF THE FIRST PART.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement, and in consideration of the transfer effected by PARTY OF THE SECOND PART as hereunder appearing, the PARTY OF THE FIRST PART as beneficial owner do hereby grant, conveyed, transfer, assign and assure unto and in favour of the PARTY OF THE SECOND PART free from

all encumbrances, the property mentioned in the FIRST SCHEDULE to HAVE AND TO HOLD the same absolutely and forever in exchange for what is hereunder transferred by the said PARTY OF THE SECOND PART in favour of the PARTY OF THE FIRST PART. AND THAT the said PARTY OF THE SECOND PART in further pursuance of the said agreement and in consideration of the convey, transfer, assign and assure unto and in favour of the said PARTY OF THE FIRST PART, free from all encumbrances, the land with structure, etc. comprised in the SECOND SCHEDULE hereto TO HAVE AND TO HOLD the same absolutely and forever in exchange for the transfer as aforesaid effected by PARTY OF THE FIRST PART in favour of the PARTY OF THE SECOND PART as aforesaid.

IT IS HEREBY AGREED AND DECLARED that each party hereto has good right, full power, absolute authority and indefeasible title to give, grant, transfer and convey the property exchanged by this deed. AND that each party shall at all times hereafter peaceably and quietly hold, possess and enjoy the same without any claim, demand or interruption by the other and the parties will, at the request and cost of the other, execute every such act, deed or thing as shall reasonably be required by the other for further and more perfectly assuring the title of the property hereby conveyed.

IT IS HEREBY FURTHER DECLARED that the value of the property specified in the First Schedule property set forth value at Rs.1,07,00,000/- & Second Schedule property set forth valued at Rs.1,01,25,000/-.

FIRST SCHEDULE ABOVE REFERRED TO :

(The property which is conveyed in favour of the Second party by the First party)

(a) ALL THAT one self-contained residential Flat No.**A-1**, on the **First Floor**, in Block - 'A', measuring super built-up area **960 (nine hundred sixty)** square feet, more or less, consisting of Two Bed rooms, One Drawing-cum-dining, One Open Kitchen, Two Toilets and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - 'A', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

(b) ALL THAT one self-contained residential Flat No.**A-2**, on the **First Floor**, in Block - 'A', measuring super built-up area **982 (nine hundred eighty two)** square feet, more or less, consisting of Two Bed rooms, One Drawing-cum-dining, One Open Kitchen, Two Toilets and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - 'A', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

(c) ALL THAT one self-contained residential Flat No.**A-3**, on the **First Floor**, in Block - 'A', measuring super built-up area **915 (nine hundred fifteen)** square feet, more or less, consisting of Two Bed rooms, One Drawing-cum-dining, One open Kitchen, Two Toilets and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - 'A', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

(d) ALL THAT one self-contained residential Flat No.**A-4**, on the **First Floor**, in Block - 'A', measuring super built-up area **652 (six hundred fifty two)** square feet, more or less, consisting of One Bed room, One Drawing-cum-dining, One open Kitchen, One Toilet and One Balcony, togetherwith one Carparking space on the **Ground Floor**, in Block - 'A', measuring super built-up area **120 (one hundred twenty)** square feet, more or less.

The aforesaid flats and carparking space, morefully and particularly described in the First Schedule hereunder written, as contained in the building known as "**POROSHPATHOR REGENCY**", being Plot No.A, B, D & F, lying and situated Municipal Holding No.21/1, Nandan Kanan Main Road, at *Mouza - Doharia*, J.L. No.45, Touzi No.146, Rasa No.132, R.S. Khatian No.29 under R.S. Dag No.1277(p), and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), and R.S. Khatian No.29 under R.S. Dag No.1278(P), Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registrar Barasat, District - North - 24-Parganas, **TOGETHER WITH** undivided proportionate share in the said lands which the building is situated, **TOGETHER WITH** the easements and quasi-easements, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, **TOGETHER WITH** common right over the passage, stair case, main entrance, drain line, water line, pumps, lift, motors and pump room of the said building in common with the party of the Second part herein togetherwith other Purchaser/Purchasers within the building, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHER WITH** obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, **AND FURTHER**, subject to the restrictions mentioned in the **SIXTH SCHEDULE** hereunder written, and shown in the map or plan is annexed hereto being bordered in red coloured respectively, the building is butted and bounded as follows:—

ON THE NORTH	:	R.S. Dag No:1277/1659 (p) & 1277(p);
ON THE SOUTH	:	R.S. Dag No.1277/1659 (p) & 1278(p);
ON THE EAST	:	R.S. Dag No.1277 (p) & 1278(p);
ON THE WEST	:	20' wide Municipal Road.

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SECOND SCHEDULE ABOVE REFERRED TO :

(The property which is conveyed in favour of the First party by the Second party)

ALL THAT Two-storeyed, brick-built messuage tenement hereditament and premises and/or building containing total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less, thereof, **TOGETHER WITH** the piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building, containing area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.10, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **R.S. Khatian No.29** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.17, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, and shown in the map or plan is annexed hereto being bordered in green coloured, butted and bounded as follows:—

ON THE NORTH : R.S. Dag No.1277/1659 (p);
 ON THE SOUTH : R.S. Dag No.1277/1659 (p);
 ON THE EAST : Land of D. K. Adhikary;
 ON THE WEST : 20' wide Municipal Road.

THIRD SCHEDULE ABOVE REFERRED TO :

EASEMENTS, QUASI-EASEMENTS, PRIVILEGES, THE PARTIES OF THE SECOND PART TOGETHERWITH PURCHASER OR PURCHASERS WITHIN THE BUILDING ARE ENTITLED TO :

1. The party of the Second part herein togetherwith other purchasers within the building shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appertaining to the

said 'UNIT', or therewith usually held, occupied, enjoyed, reputed or known, being part & parcel or member thereof, or appertaining thereto, which are hereinafter morefully specified, excepting and reserving unto the party of the Second part other purchasers within the building of easements, quasi-easements, privileges and appurtenances, respecting the same, morefully and particularly set forth hereinafter in details.

2. The rights of access in common to the building with the other Purchaser of the building, subject to limitation, if any, to their such rights, at all times, and for all normal use and purpose connected with the use and enjoyment of the said 'UNIT'.
3. The right to use at all times and for all purposes the common passage, lobby, stair case, and landings within the said building, entrance to the said "UNIT", from the main entrance and exit therefrom in common with the other purchaser of other units, subject to limitation, if any to her such rights in the building, **PROVIDED ALWAYS**, and it is hereby declared that the party of the Second part herein togetherwith other Purchasers within the building shall not be entitled to obstruct, or deposit any materials, or rubbish in, or otherwise encumber the free passage of other person or persons, including that of the Purchaser, the said passage, lobby, stair case, landings and other spaces being meant to be used in common as aforesaid.
4. The right of protection of the said 'UNIT' by or from all parts of the building so far they now protect the same.
5. The rights of passage in common as aforesaid for electricity, water and soil from and to the said 'UNIT' through pipes, drains, wires and conduits lying or being in, under, or over the said building as may be reasonably necessary for the beneficial occupiers of the said 'UNIT' for all purposes whatsoever.
6. The ultimate roof or terrace will jointly be undivided property among the unit owners within the building of different units, inclusive of the

party of the Second part herein the unit hereunder transferred, subject to limitation if any within the building of different unit being entitled to use and enjoy the roof and/or terrace without causing inconvenience to one another.

7. The right to use in common with the Vendor and other owner/Purchasers of different units, other person or persons having such right respecting the common part or parts of the building, including the stair case, open and covered spaces, passages for electrical installations and other common passages, subject to limitation thereof, if any.
8. The right of passage in common with the party of the party of the First part and the party of the Second part and other Purchasers of different units, and other person or persons having such rights, subject to limitation thereof, if any, of electricity, water, and soil from and to any part other than the said 'UNIT', or parts of the said building through pipes, drains, wires, conduits lying or being in, under, through or over the said 'UNIT', as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.
9. The right of protection of other portion or portions of the building by all parts of the said 'UNIT' so far as they now protect the same without causing any structural alteration thereof.

FOURTH SCHEDULE ABOVE REFERRED TO

THE PARTY OF THE SECOND PART TOGETHER WITH PURCHASER OR PURCHASERS OF THE BUILDING ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE :-

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor except other allotted space on the ground floor.

4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, Lift and Lift space and other common plumbing installations.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the unit hereunder transferred, and any other Unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the units.
11. Electrical Wiring, meters (excluding those installed for any particular **UNIT**).
12. **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said '**UNIT**'.
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
 - e) All elevations including walls, machine rooms and facilities.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to

the existence, management, operation, maintenance and safety of the building or normally in common use.

- g) The foundation, Corridor, Lobbies, Stairways Entrance and exists, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'UNIT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
- i) Utility lines, telephone and electrical systems contained within the said building.
- h) The ultimate roof or terrace will jointly be undivided property among the unit owners within the building of different units, inclusive of the party of the Second part herein the unit hereunder transferred, subject to limitation if any within the building of different unit being entitled to use and enjoy the roof and/or terrace without causing inconvenience to one another.

FIFTH SCHEDULE ABOVE REFERRED TO:

THE PARTY OF THE SECOND PART TOGETHER WITH OTHER PURCHASER OR PURCHASERS WITHIN THE BUILDING SHALL HAVE TO BEAR :-

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landing, stair cases, lift and other parts of the building as enjoyed or used in common by the occupiers of the said building.

3. Cost and charges of establishment reasonably required for maintenance of the building, and, for vigilance, safety and security thereof and other incidental costs, as well.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
7. Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes, save those separately assessed on the respective unit.
8. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the flat and/or Unit Owners' Association, as shall be formed by the unit-owners, inclusive of the Vendor as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws, as amended being obligatory on her part in the fullest legal sense of the term.
9. The share of the party of the Second part togetherwith other purchaser or purchasers within the building in such common expenses shall generally be proportionate in accordance with the liability of the Unit hereunder transferred as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

SIXTH SCHEDULE ABOVE REFERRED TO

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT
HEREUNDER TRANSFERRED ARE SUBJECT TO RESTRICTION AND OBLIGATION
TO BE OBSERVED AS UNDER :—**

1. The party of the First part togetherwith other purchasers within the building shall not use the said '**UNIT**', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
2. The party of the First part togetherwith other purchasers within the building will not carry on or permit to be carried on upon the said '**UNIT**' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.
3. The party of the First part togetherwith other purchasers within the building will not demolish or cause to be demolished or damaged the said '**UNIT**' or any part thereof.
4. The party of the First part togetherwith other purchasers within the building will not claim division or partition of the said land and/or the building thereon, and common areas within the same.
5. The party of the First part togetherwith other purchasers within the building will not throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the '**UNIT**', or any portion of the building housing the same.
6. The party of the First part togetherwith other purchasers within the building will not avoid the liability or responsibility payment of maintenance charge, repairing any portion, or any component part of the Unit hereunder transferred and transferred, or fittings and fixtures of the common area and also avoid obligation for giving free access to the Unit or portion thereof to men, agents, masons, as may be required by the Unit Owners' Association from time to time on request therefor by such Association.

Contd.:P/30

7. The party of the First part togetherwith other purchasers within the building will not paint outer walls or portion of their unit, common walls or portions of the building, exclusive of the getup thereof, without constructing other co-owners of other Unit but they being entitled to paint inside the walls and portions of her UNIT only in any colour of her choice.
8. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
9. The party of the First part togetherwith other purchasers within the building of the UNIT together with other purchaser or Owners of the other flats shall must have the obligations to form an association of such unit Owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous/majority resolutions of the members thereof shall always be binding upon the members, be that in relation to guidance of members.
10. If the First herein gets further sanction of construction over and above the number of floor/one unit of the Multi-storied building for further construction of a floor/one unit in such an event the First party will have authority to make further construction over the ultimate roof in that event the party of the First part togetherwith other purchasers within the building will not raise any objection or obstruction thereto in any manner whatsoever.
11. If and in case any Unit of the Ground floor is sold or rent for commercial purpose or if the party of the First part being in occupation of any Flat on the Ground floor, the party of the Second part togetherwith other purchasers of different units on the Ground floor use any unit for commercial purpose the party of the First part and second part herein and/or other purchasers of the building shall not make any objection as against the same in any manner whatsoever.

IN WITNESS WHEREOF the parties hereto abovenamed set and subscribe their respective hands and signatures the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE PARTY OF THE FIRST PART
AT KOLKATA

Bengal Ideal Home Maker & Associates Pvt. Ltd.


Managing Director

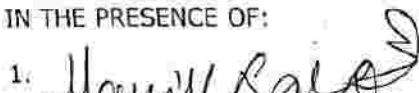
IN THE PRESENCE OF:


1. 
Adv.
2. Alok Das
32, Nivekananda
Nagar, Belghoria,
Kolkata-56

BENGAL IDEAL HOME MAKER &
ASSOCIATES PVT. LTD
Represented by its
Managing Director
SRI SUSANTA SUR ROY
....PARTY OF THE FIRST PART

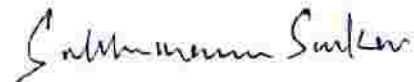
SIGNED AND DELIVERED
BY THE PARTY OF THE SECOND PART
AT KOLKATA

IN THE PRESENCE OF:

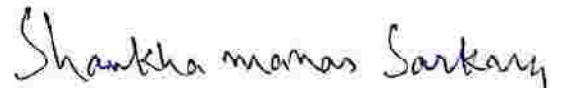
1. 
Adv.
2. Alok Das



1) SMT. JHARNA SARKAR



2) SRI SHUBHRA MANAS SARKAR



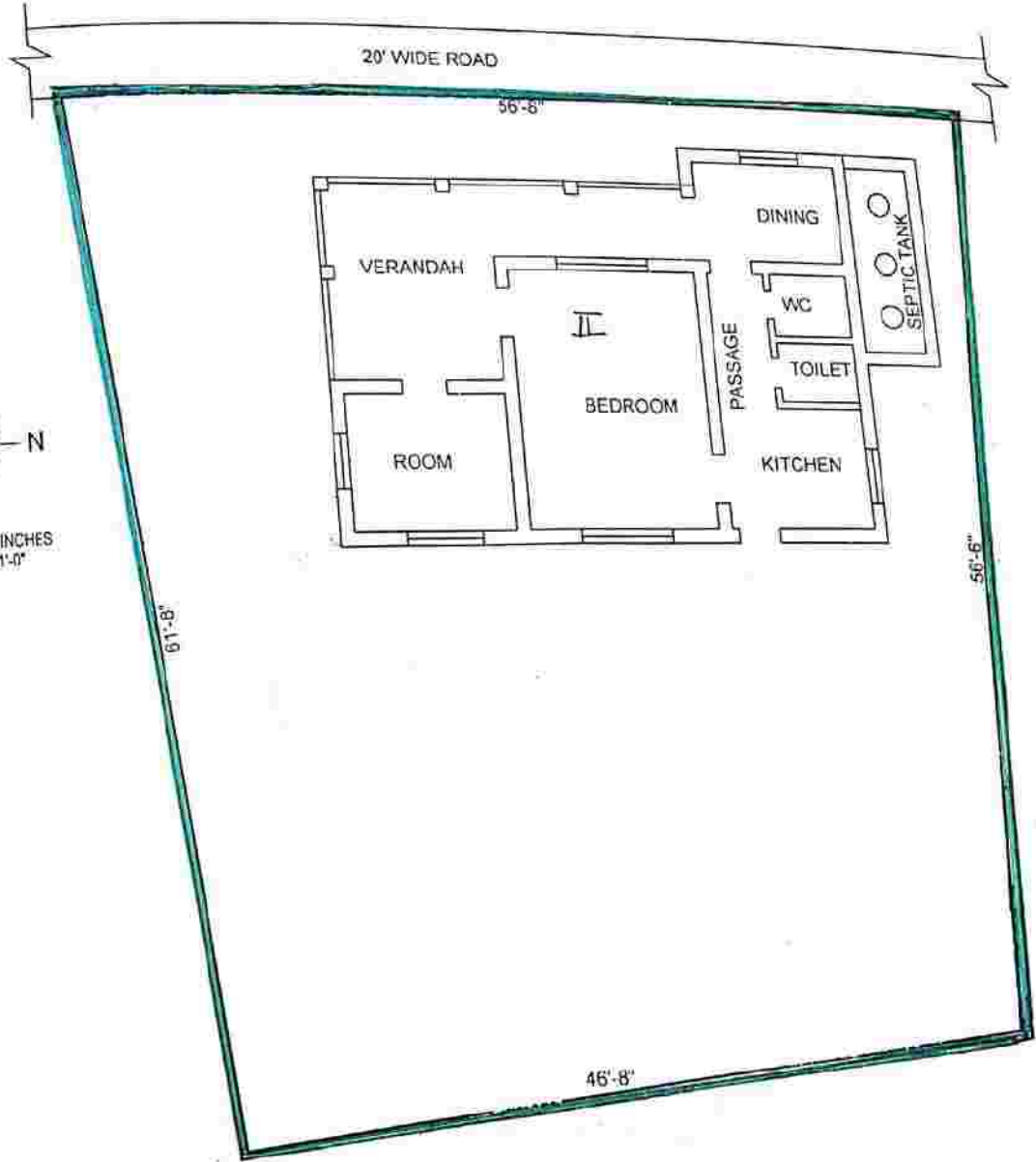
3) SRI SANKHA MANAS SARKA
...PARTY OF THE SECOND PART


Drafted by :



Mr. Manik Lal De
Advocate
High Court, Calcutta.
WB/632/1988.

Site plan in respect of ALL THAT Two-storeyed, brick-built message tenement hereditament and premises and/or building containing total constructed area 1500 (one thousand five hundred) square feet, more or less, each floor constructed area 750 (nine hundred fifty) square feet, more or less, thereof, **TOGETHER WITH** the piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building, containing area 4 (four) Cotthas 3 (three) chittaks 36 (thirty six) square feet, more or less, lying and situated at Municipal Holding No.10, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, Touzi No.146, **R.S. Khatian No.29** under **R.S. Dag No.1277/1659**, Police Station - Madhyamgram (formerly Barasat), Ward no.17, Kolkata - 700132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North.





 ALL DIMS. ARE IN INCHES

 SCALE 3/32" = 1'-0"

Bengal Ideal Home Maker & Associates Pvt. Ltd.



 Managing Director

SIGNATURE OF THE FIRST PARTY

/ Gharna Sarkar,

 / Shankha manas Sarkar,

 / Sukh manas Sarkar

SIGNATURES OF SECOND PARTY

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 16343 to 16399

being No 190400307 for the year 2017.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2017.01.19 11:14:54 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 19-01-2017 11:14:53
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)