

AND

SRI SUMIT GANGULY (PAN AVAPG8979K), son of Sri Asit Kumar Ganguly, by religion - Hindu, by occupation – Service, by Nationality-Indian, residing at Vill-Kanaipur, P.O- Dakshin Basudebpur, Dist- Hooghly, P.S- Dhaniakhali, Pin- 721301, hereinafter called as the PURCHASER, which expression unless repugnant to the context shall include his heirs, executors, administrators and assigns) of the THIRD PART.

WHEREAS BY a Deed of Partition on 08.04.1980 which was duly registered in the Office of District Sub Registrar Alipore, 24 Parganas(South) and recorded in Book No. I, Volume No. 103, being No. 2590 for the year 1980, present Owner herein namely Sri Bimal Krishna Roy, son of Late Jageshwar Roy, of 34,Purbachal Road, P.S. Garfa, Kolkata -700 078 is owner of ALL THAT piece and parcel of land measuring about 4 Cottahs 15 Chittaks 33 sq.ft. more or less which is lying and situated at Mouza - Kasba, J.L. No. 13, C.S. Khatian No. 1171, R.S. Khatian No. 1613, R.S. Dag No.4115, under Ward No. 106, P.S. Garfa, District South 24 Parganas.

AND WHEREAS after getting the aforesaid property present Owner mutated his name in the record of Kolkata Municipal Corporation and recorded as Premises No.34,Purbachal Road, Ward No. 106, Kolkata - 700 078.

AND WHEREAS in pursuance to the above the land owner herein become the absolute owner of the property, as morefully described in the schedule below and are in occupation and physical enjoyment in respect of the same free from all encumbrances.

AND WHEREAS the said present Owner, the party of the First Part in view to develop the same herein have authorized to the Developer **DREAM CONSTRUCTION**, a Proprietorship firm, having its Office at 27, Purbachal Garden Road(N), P.S. Garfa, Kolkata -700078, represented by its sole Proprietor namely **SRI DIPANKAR PATITUNDI** son of Late Phanibhusan Patitundi, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 80/6,Purbachal Road, P.S. Garfa, Kolkata -700 078., the party of the Second Part as her lawful representative to construct the same as per agreement and the present Owner also has declared hereby that the said property is free from all encumbrances, charges, liens, lispendents, claims, demands, trust, acquisition or requisition or whatsoever and the present Owner has full marketable right, title and interest of the aforesaid land described in the Schedule "A" property and if any false statement given by the aforesaid Owner, the party of the First part, for which the Developer, the party of the Second Party may suffer in any steps relating to the construction of aforesaid building etc. on the landed property described in Schedule "A" will get all damages, compensations or any loss or whatsoever in connection to the Development of New Building including others from the Owner herein. If it is found that before the execution of this agreement the above mentioned holding are encumbered and or subject to any litigation or found to be effected by any scheme or alignment of Govt. of any statutory authority or any things suppressing regarding this Schedule mentioned property. Be it noted that said proposed building will complete by above mentioned Developer.

AND WHEREAS the said present owner in view to develop the same herein have authorized to the Developer **DREAM CONSTRUCTION**, a Proprietorship firm, having its Office at 27,Purbachal Garden Road(N), P.S. Garfa, Kolkata -700078, represented by its sole Proprietor namely

SRI DIPANKAR PATITUNDI son of Late Phanibhusan Patitundi, residing at 80/6, Purbachal Road, P.S. Garfa, Kolkata -700 078. has declared that the said property is free from all encumbrances.

AND WHEREAS the owner has obtained sanctioned a G + III storied building vide sanctioned building plan No. 2015120357 dated 8.11.2015, borough - XII, at the cost of Developer herein.

AND WHEREAS with a view to develop the land as described in the First Schedule and to construct the building over the same the terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation to exploit the same commercially, the Owners herein on or about 3rd day of June 2015 entered into an agreement in between them under the terms and conditions fully described therein, wherein besides the other terms and conditions as contained therein, it was iteralila agreed by and between the parties therein, that the Developer herein shall construct the building over the land as described in the First Schedule at it's costs, expenses and efforts and accordance of sanctioned building plan, to be sanctioned by the Kolkata Municipal Corporation, and in exchange of the price of the land, the Owner's shall be allotted a part of the proposed building towards their allocation, and the remaining part of the building consisting of several residential flats in the different floors and the car parking spaces in the ground floor, outside the said Owner's allocation, shall rest to the Developer party towards it's allocation in exchange of it's investment, efforts etc, the description of which are fully given in the said agreement dated 3rd day of June 2015.

AND WHEREAS the Owners herein executed and registered a General Power of Attorney in favour of the Developers herein for manage, supervise and sale the said property stated therein which was duly registered in the Office of D.S.R.-III , Alipore and recorded in Book No.

IV, C.D. Volume No. 1603, Pages 168 to 188, Being No. 160300271 for the year 2015.

AND WHEREAS the Purchaser has approached the Vendor/Developer to purchase one residential Flat, being Flat No. 2A, on the Second Floor, South-North-West side measuring 1060 sq. ft. super built-up area more or less comprising of Three Bed rooms, one Drawing cum dining, one Kitchen, one toilet, one w.c. and one Balcony and One Car Parking Space, measuring about 120 Sq.ft on the Ground floor of the said building together with undivided proportionate share in land and common benefits of Premises No. 34, Purbachal Road, Kolkata-700078, P.S-Garfa, within K.M.C. Ward No. 106, of the building, the Developer/ Vendor agreed to sell the said Flat and car parking space together with undivided proportionate share of land and common benefits at or for a total consideration of Rs. 45,50,000/- (Rupees Forty Five Lakh and Fifty Thousand) only.

AND WHEREAS the Developer/Vendor herein entered into an agreement with the Purchaser for selling and conveying a being Flat No. 2A, on the Second Floor, South-North-West side measuring 1060 sq. ft. super built-up area more or less comprising of Three Bed rooms, one Drawing cum dining, one Kitchen, one toilet, one w.c. and one Balcony and One Car Parking Space, measuring about 120 Sq.ft. on the Ground floor of the said building together with undivided proportionate share in land and common benefits of Rs. 45,50,000/- (Rupees Forty Five Lakh and Fifty Thousand) only of the said building together with undivided imitable proportionate share or interest in the land to be conveyed by the Vendor morefully described in the Schedule 'A' hereunder written at

or for a total consideration of Rs. 45,50,000/- (Rupees Forty Five Lakh and Fifty Thousand) only free from all encumbrances.

AND WHEREAS the said agreement for sale was registered on 08.02.2017 in the office of .D.S.R- III, Alipore and recorded in Book No. I, Volume No. 1603-2017, Pages 11488 from 11516 Being No. 160300457 for the year 2017 and said registered Office has assessed the said Flat and Car Parking Space of Rs. 45,50,000/- (Rupees Forty Five Lakh and Fifty Thousand) only and paid Stamp duty through e-Challan by the Purchasers to the concern registered Office.

AND WHEREAS accordingly, the said Purchaser herein on the basis of the said agreement 08.02.2017 has paid the entire consideration amount amounting to Rs. 45,50,000/- (Rupees Forty Five Lakh and Fifty Thousand)only to the Developer/ Vendors herein time to time as per Memo of Consideration hereunder written.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 45,50,000/- (Rupees Forty Five Lakh and Fifty Thousand) only truly has been paid by the Purchaser to the Vendor/Developer herein, simultaneously with the execution of these presents (the receipts whereof the Vendor/Developer party herein doth hereby admit and acknowledge as hereunder mentioned in Memo of consideration hereunder written), the Vendor/Developer herein do hereby indefeasibly grant, convey, sell transfer, assign and assure unto and to the Purchaser herein, free from all encumbrances ALL THAT the said Flat and car parking space , the SCHEDULE "B" property including all structures, fittings, fixtures, lights, liberties, privileges with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said Flat AND ALL rights, title, interest, possession, profits, claim demands