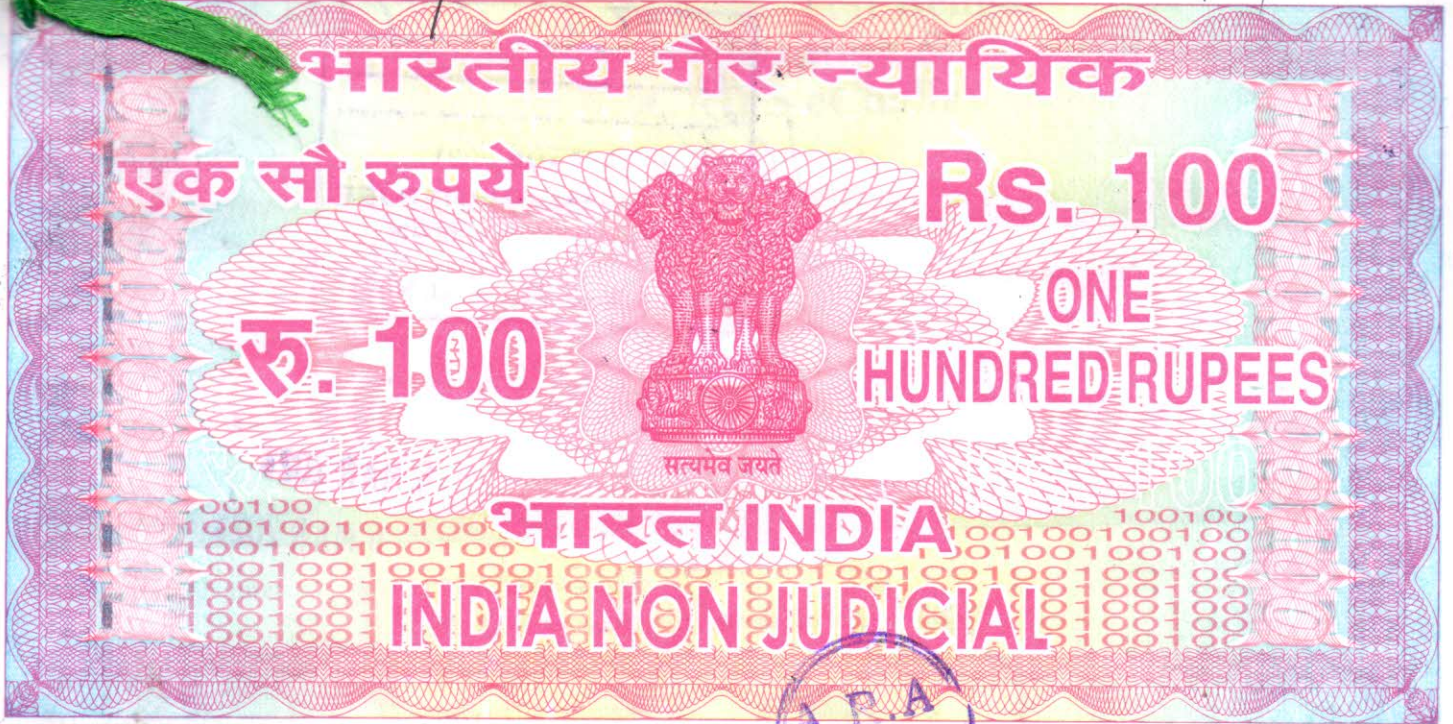


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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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.

Additional Registrar
of Assurances-IV, Kolkata

11 MAR 2021

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Additional Registrar of
Assurances-IV, Kolkata

pw=54787876/-
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THIS AGREEMENT made on this 11th day of March Two Thousand Twenty One **BETWEEN (1)(i) SMT. CHANDRA PRABHA DEVI PODDAR (PAN : AKTPP5992P)** wife of Late Durga Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra Bose Road, Tollygunge, P.S. - Jadavpur, Kolkata -700040, **(ii) SMT. ASHA PODDAR (PAN : AFZPP8246H)** wife of Shri Chandi Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra Bose Road, Tollygunge, P.S. - Jadavpur, Kolkata - 700040, **(iii) SMT. KIRAN PODDAR (PAN : AKPP5993N)** wife of Shri Gouri Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.S. - Jorasanko, Kolkata-700073, **(iv) SMT. RANJANA PODDAR (PAN : AFQTPP2658Q)** wife of Shri Shanti Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192020210241645221 Payment Mode: Online Payment
GRN Date: 08/03/2021 16:47:58 Bank/Gateway: BANK OF INDIA
BRN : 400008032021500304 BRN Date: 08/03/2021 00:03:00
Payment Status: Successful Payment Ref. No: 2000500943/5/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: PMV Projects LLP
Address: 3/1, Krishna Behari Sen Street Kolkata - 700073
Mobile: 9830056700
Depositor Status: Buyer/Claimants
Query No: 2000500943
On Behalf Of: Org C K Jain And Company
Identification No: 2000500943/5/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000500943/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000500943/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	80042

IN WORDS: EIGHTY THOUSAND FORTY TWO ONLY.

Bose Road, Tollygunge, P.S. – Jadavpur, Kolkata – 700040, (v) **SMT. SEEMA PODDAR (PAN : AFQPP2321C)** wife of Shri Arvind Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.S. - Jorasanko, Kolkata – 700073, hereinafter collectively referred to as the “**OWNER**” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators and legal representatives) of the **FIRST PART AND (2) PMV PROJECTS LLP (PAN : AAXFP7673D)** a limited liability partnership firm constituted under the Partnership Act, having its registered office at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, represented by its Partners (i) **MR. MADHUR PODDAR (PAN : AFXPP0211N)** son of Mr. Chandi Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, Kolkata – 700073 (ii) **MR. MUDIT PODDAR, (PAN : AFXPP0212R)** son of Mr. Gouri Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, (iii) **MR. VARUN PODDAR (PAN : AOVPP1634E)** son of Mr. Shanti Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073 and (iv) **MR. VEDANT PODDAR (PAN : CWPPP9779N)** son of Arvind Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time being of the said limited liability partnership firm and each of their respective heirs executors administrators and/or legal representatives) of the **SECOND PART AND (3) MAHADEV FISCAL SERVICES PRIVATE LIMITED, (CIN : U51909WB1995PTC068958) (PAN : AADCM5331N)** a company incorporated under the provisions of The Companies Act, 1956 having its registered office at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, represented by one of its Director **MR. MUDIT PODDAR, (PAN : AFXPP0212R)** son of Mr. Gouri Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073,

hereinafter referred to as the **"CONFIRMING PARTY"** (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office) of the **THIRD PART** :

WHEREAS one Khundker Fazley Sobhan was at all material times absolutely seised and possessed of or otherwise well and sufficiently entitled to All That the two storied brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mocarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing by admeasurement an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. be the same a little more or less situate lying at and being Municipal Holding No.133, Bansdroni Road, Tollygunge in the suburbs of the town of Calcutta and known as premises No.1 Regent Grove in Mouza Khanpur, J.L. No.46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-Parganas free from all encumbrances and charges.

AND WHEREAS by an Indenture of Conveyance dated the 21st day of November, 1945 and made between the said Khundker Fazley Sobhan therein referred to as the Vendor of the One Part and Srimati Kanan Devi therein referred to as the Purchaser of the Other Part and registered at the Office of the Sadar Joint Sub-Registrar of Alipore in Book No.I, Volume No.56, at Pages 98 to 103 Being No.3023 for the year 1945 the aforesaid Vendor for the consideration therein mentioned sold and conveyed unto the said Srimati Kanan Devi All That the two storied brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mocarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing by admeasurement an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. be the same a little more or less situate lying at and being Municipal Holding No.133, Bansdroni

Road, Tollygunge in the suburbs of the town of Calcutta and known as premises No.1 Regent Grove in Mouza Khanpur, J.L. No.46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-Parganas hereinafter referred to as the "said Entire Property" on the terms and conditions stated therein;

AND WHEREAS Sometime in the year 1947 the Public Road called Bansdroni Road was subsequently renamed as Netaji Subhas Chandra Bose Road, by the Tollygunge Municipality and the said Municipal Holding No. 133, Bansdroni Road was re-numbered and assessed as Municipal Holding No.189/133, Netaji Subhas Chandra Bose Road, Tollygunge;

AND WHEREAS thereafter the said Municipal Holding No.189/133, Netaji Subhas Chandra Bose Road, Tollygunge was again re-numbered as Municipal Holding No.189, Netaji Subhas Chandra Bose Road, Tollygunge and subsequently the said Tollygunge Municipality merged with the Corporation of Calcutta and became known as the Calcutta Municipal Corporation ;

AND WHEREAS thereafter the said Smt. Kanan Devi erected and constructed or caused to be erected and constructed a one-storeyed and a two-storeyed building, four one-storeyed asbestos sheds, three one-storeyed C.I. Sheds, outhouses, garages, servant's quarters and a temple thereon or on part thereof according to a plan being building sanction No.223 (T) dated the 25th day of July, 1962 passed by the Corporation of Calcutta and subsequently known as the Calcutta Municipal Corporation ;

AND WHEREAS thus the said Smt. Kanan Devi became seised and possessed or otherwise well and sufficiently entitled to ALL THOSE an one-storeyed and a two-storeyed brick built buildings, four one-storeyed asbestos sheds three one-storeyed C.I. Sheds, out houses, garages, servant's

quarters, two R.T. Sheds and a temple together with the land appertaining thereto of an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. more or less as hereinbefore mentioned be the same a little more or less situate lying at and being premises No. 189, Netaji Subhas Chandra Bose Road within the Municipal Limit of Calcutta hereinafter for the sake of brevity collectively referred to as the 'Entire Property' free from all encumbrances and charges ;

AND WHEREAS the said Smt. Kanan Devi firstly demarcated the said Entire Property into two lots being Plot 1 containing by admeasurement an area of 17 Cottahs, 1 Chittack and 15 Sq.ft. be the same a little more or less together with the structures situate thereon and Plot 2 containing by admeasurement a total area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less together with the structures situate thereon ;

AND WHEREAS thereafter the said Smt. Kanan Devi further divided the total area of the said Plot 2 into three lots as follows :-

- a) Lot - A comprising of an area of 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less together with the brick built building tenement or dwelling house situate thereon being divided and demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, (formerly known as 189, Netaji Subhas Chandra Bose Road, prior thereto 189/133, Netaji Subhas Chandra Bose Road, prior thereto 133, Bansdroni Road);
- b) Lot - B containing by admeasurement of an area of 3 Cottahs, 6 Chittacks and 25 Sq.ft. being a common passage for ingress and egress thereto;
- c) Lot - C comprising of an area of 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less together with the brick built building,

temple, garage, outhouses situate thereon being divided and demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, (formerly known as 189, Netaji Subhas Chandra Bose Road, prior thereto 189/133, Netaji Subhas Chandra Bose Road, prior thereto 133, Bansdroni Road);

AND WHEREAS by five several Indentures of Conveyance all dated the 27th day of April, 1987 and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, being Deed Nos.4347, 4348, 4349, 4350 and 4351 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Suresh Kumar Agarwalla, Smt. Nisha Devi Agarwalla, Suresh Kumar Agarwalla H.U.F., Master Saket Agarwalla and Master Pranay Agarwalla respectively All That undivided 1/5th share into or upon the said Lot - C being All That the R.T. Shed, brick built temple and out houses, garage together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by admeasurement an area of 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. be the same a little more or less on the terms and conditions mentioned in the said Deeds of Conveyance ;

AND WHEREAS by a Deed of Conveyance dated 27th day of April, 1987 and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, Volume No.178, Pages 287 to 316 , Being No.7050 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Master Manish Agarwalla All That undivided 1/6th share into or upon the said Lot - A being All That brick built building tenement or dwelling hours thereon together with the piece or

parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by admeasurement an area of 9 Cottahs, 5 Chittack and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided 1/12th share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less on the terms and conditions mentioned in the said Deed of Conveyance ;

AND WHEREAS by five several Deeds of Conveyance all dated the 8th July 1987 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, being Deed Nos.7045, 7046, 7047, 7048 and 7049 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Smt. Kiran Devi Agarwalla, Puranmal Agarwalla, Ramanand Agarwalla, Puranmal Agarwalla H.U.F., and Smt. Kisturi Devi Agarwalla respectively All That undivided 1/6th share into or upon the said Lot - A being All That brick built building tenement or dwelling house thereon together with the piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less on the terms and conditions mentioned in the said Deeds of Conveyance ;

AND WHEREAS by virtue of the aforesaid several Deeds of Conveyance dated 27th April, 1987 the said Suresh Kumar Agarwalla & others became the absolute owners of All That Lot - C of the Entire property being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, each having an undivided share therein ;

AND WHEREAS by virtue of the aforesaid several Deeds of Conveyance dated 27th April, 1987 and 8th July, 1987 the said Manish Agarwalla & others became the absolute owners of All That Lot - A of the Entire property being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, each having an undivided share therein ;

AND WHEREAS the common passage between the said Lot - A and Lot - C of the said Plot - 2 belonged to the aforesaid purchasers in equal shares ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 303 to 320, Being No.16718 for the year 1990, Puranmal Agarwalla therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar, Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein collectively described as the Purchasers of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot - A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein;

AND WHEREAS by virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 379 to 398, Being No.16722 for the year 1990, Ramanand Agarwalla therein described as the Vendor of

the One Part and Smt. Asha Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot - A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 321 to 339, Being No.16719 for the year 1990, Puranmal Agarwalla H.U.F. therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot - A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein;

AND WHEREAS by virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 340 to 359, Being No.16720 for the year 1990, Kiran Devi Agarwalla therein described as the Vendor of the One Part and Smt. Ranjana Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That

undivided 1/6th share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 4th September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 360 to 378, Being No.16721 for the year 1990, Smt. Kisturi Devi Agarwalla therein described as the Vendor of the One Part and Smt. Seema Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 24th August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 204 to 225, Being No.12253 for the year 1993, Master Manish Agarwalla therein described as the Vendor of the One Part and Smt. Kiran Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6th share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1,

Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 6th August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.264, pages 80 to 99, Being No.11506 for the year 1991, Smt. Nisha Devi Agarwalla therein described as the Vendor of the One Part and Smt. Kiran Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot - C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 6th August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.268, pages 148 to 167, Being No.11504 for the year 1991, Suresh Kumar Agarwalla H.U.F. therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot - C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot - B

measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein;

AND WHEREAS by virtue of a Deed of Conveyance dated the 6th August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.264, pages 60 to 79, Being No.11505 for the year 1991, Suresh Kumar Agarwalla therein described as the Vendor of the One Part and Smt. Asha Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot - C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 24th August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 226 to 247, Being Deed No.12254 for the year 1993, Master Saket Agarwalla therein described as the Vendor of the One Part and Smt. Ranjana Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot - C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of a Deed of Conveyance dated the 24th August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 184 to 203, Being No.12252 for the year 1993, Master Pranay Agarwalla therein described as the Vendor of the One Part and Smt. Seema Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5th share into or upon the said Lot - C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

AND WHEREAS by virtue of the said several Deeds of Conveyance the said Smt. Chandra Prava Devi Poddar, Smt Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar being the Owner herein became absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple in possession of Lot-A and Lot-C of the said Plot-2 being ALL THOSE several pieces and parcels of land measuring 21 Cottahs, 6 Chittacks and 51 Sq.ft. be the same a little more or less and Lot-B admeasuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. being common passage for ingress and egress thereto and the said Lot-A remained as premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata and Lot-C was renumbered as premises No.189/1/1A, Netaji Subhas Chandra Bose Road, Kolkata and the said Owners applied for mutation of the said Plot 2 before the appropriate authorities of the Kolkata Municipal Corporation ;

AND WHEREAS subsequently the said Smt. Chandra Prabha Devi Poddar & Others applied for amalgamation of the said Lot-A, Lot-B and Lot-C containing by admeasurement a total area of 24 Cottahs, 13 Chittacks

and 31 Sq.ft. be the same a little more or less into one single premises and the same was amalgamated by the Kolkata Municipal Corporation by an order dated 31st May, 2005 passed by the Assessor Collector vide case No.TTD/098/329/05-06 and renumbered as premises No. 189/1/1, Netaji Subhas Chandra Bose Road, Kolkata - 700040;

AND WHEREAS the said premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata - 700040 is morefully and particularly described in the Schedule hereunder written and hereinafter for the sake of brevity is referred to as the "said property" ;

AND WHEREAS the Owners have expressed their desire to develop the said property by way of construction of a residential complex consisting of flats/ units/apartments together with modern amenities and facilities thereat hereinafter referred to as the said Residential complex ;

AND WHEREAS the Owners did not have expertise and finance to erect and construct the said Residential complex as such had approached the Confirming Party to develop the said property ;

AND WHEREAS in view of what is stated hereinabove by an Agreement dated 18th May, 2010 the Confirming Party agreed to develop the said property by way of erection and construction of a residential complex thereon in terms of plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation ;

AND WHEREAS in pursuance of the said Agreement dated 18th May, 2010 the Confirming Party took necessary steps for development at the said property including sanction of the plan for construction of the multi storied building and incurred various expenses in respect thereof ;

AND WHEREAS for various reasons the Confirming Party could not develop the said property and as such it was mutually decided that the Confirming Party with the consent of the Owner shall nominate and assign all its right title interest obligations and benefits under the said Agreement dated 18th May, 2010 for development of the said property in favour of PMV Projects LLP being the Second Party herein ;

AND WHEREAS by virtue of the aforesaid the Second Party has agreed to develop the said property on the terms and conditions contained in the said agreement dated 18th May, 2010 ;

AND WHEREAS in view of nomination of the Second Party the Confirming Party hereby nominate and assign and transfer all the rights and obligations contained in the said agreement dated 18th May, 2010 in favour of the Second Party and the Confirming Party shall have no right, title and interest in the said property and the Second Party alone shall right to develop the said property on the terms and conditions as stated hereunder;

AND WHEREAS the Second Party has also agreed to reimburse costs charges and expenses incurred by the Confirming Party for taking necessary steps to develop the said property in the manner stated hereunder ;

AND WHEREAS in view of what is stated hereinabove and in order to avoid any ambiguity, the Parties hereto of the First Part and Second Part with the consent of the Confirming Party have agreed to record the terms and conditions for nomination and assignment of the said Agreement dated 18th May, 2010 as stated hereunder ;

AND WHEREAS by virtue of aforesaid Owners have agreed to permit the Developer to develop the said property on the terms and conditions stated hereunder ;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. It is recorded that subject to the terms and conditions hereinafter contained the Confirming Party with the consent and concurrence of the Owner hereby, nominates, assigns and transfers unto and in favour of the Developer ALL THAT the Confirming Party's entire rights, title interest benefits obligations and advantages under the said Agreement dated 18th May, 2010 hereinafter referred to as the "said Agreement" in respect of All Those pieces and parcels of land measuring 21 Cottahs, 6 Chittacks and 51 Sq.ft. be the same a little more or less together with common passage admeasuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. for ingress and egress thereto at premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata – 700040 morefully described in the Schedule hereunder written hereinafter referred to as the "said property".

2. It is agreed and recorded that the Confirming Party has full right and absolute authority to nominate assign the said Agreement dated 18th May, 2010 hereinafter referred to as the said Agreement as aforesaid unto and to the use of the Second Party in the manner as envisaged herein and the Owner has joined these presents to confirm its concurrence and approval in respect thereof.

3. It is recorded that the First Party has delivered the said original agreement dated 18th May, 2010 and other letters and papers relating to the said property to the Second Party and the First Party further confirms that the said Agreement is valid and in full force.

4. It is agreed and recorded that the Second Party has reimbursed to the Confirming Party within 31.03.2020 the various expenses incurred for the development of the said property in terms of the said Agreement dated 18th May, 2010 and there is nothing due and payable to the Confirming Party.

5. It is agreed and recorded that in view of nomination and assignment as stated hereinabove the Owner hereby agrees to entrust to Second Party the right to develop the residential complex at the said property and the Second Party agrees to develop and construct the said new buildings in accordance with the new plan to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation on the same terms and conditions as stated in the said Agreement dated 18th May, 2010.

6. It is recorded that the Owner has represented to the Developer that –

- a) The said property is free from all encumbrances, charges mortgage, lien lispens trusts claims and demands whatsoever or howsoever;
- b) The said property is capable of development by way of erection and construction of the said Residential complex ;
- c) There is no impediment whatsoever which can or may prevent the Developer from developing the said property as envisaged herein ;
- d) That the Owner has legal marketable title to the said property ;
- e) That the said property is not affected by any notice of acquisition and/or requisition by the Government or any scheme of alignment of the Central or State Government ;
- f) That the Owner has not entered into any Agreement for Sale or otherwise dealt with any other person or persons in respect of the said property ;

g) That the Owner shall obtain all necessary consents/permissions required from appropriate authorities for development of the said property ;

7. It is recorded and confirmed that the Developer has carried out necessary searches and is fully satisfied about the said representations and the Developer has agreed to develop the said property on the terms and conditions as stated herein.

8. It is agreed and recorded that the owner shall produce all original title deeds and documents of the said property for inspection as and when required by the Developer by any appropriate authorities and intending Purchasers of the said Residential complex.

9. It is agreed and recorded that the Developer shall apply and use all endeavours for and on behalf of the Owner to obtain all necessary consents approvals and permissions required for the development of the said property by way of construction of the said Residential complex and shall also remove all hurdles in the way of development of the same as envisaged herein to erect and construct the said Residential complex provided further it is made clear that all steps required to be taken in the name of the Owner shall be carried out by the Developer and all the costs, charges and expenses shall also be added to the costs of the construction of the said Residential complex which shall be entirely borne and paid by the Developer.

10. It is agreed and recorded that in view of what is stated hereinabove the Owner hereby permits to the Developer the right of demolition of the existing structures and construction of the said Residential complex and the Developer agrees to construct the said Residential complex in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation at ALL THOSE said several

pieces and parcels of land measuring 24 Cottahs, 13 Chittacks and 31 Sq.ft. being premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata – 700040 set out in the Schedule stated hereunder.

11. It is agreed that the Developer will cause to be prepared all applications, plans and other papers and documents in such form and manner as may be required from time to time for the purpose of obtaining necessary permissions and sanction from the Appropriate Authorities for development of the said property by way of construction of the said Residential complex together with common amenities and facilities attached therewith hereinafter referred as to the said Residential complex and shall have right to make variations with intimation to the Owner.

12. The Owner shall sign and execute from time to time through out the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Residential complex at the said property which are required to be signed by the Owner for the purpose and fulfilment of the terms of this agreement.

13. It is agreed by and between the parties hereto that the Developer shall bear the entire costs charges and expenses of whatsoever nature for development of the said property and shall complete the erection of the said Residential complex at the said property in a good and workmanlike manner and with good and high quality materials, provided however it is made clear that the Developer shall have right to mortgage the said property for the purpose of obtaining loan from any bank and financial institution which shall be utilized for the purpose of completion of the said Residential Complex and the Developer shall be solely liable to repay the said loan to the

said Bank and/or financial institutions and the Owner's allocated area shall be free from all encumbrances.

14. It is agreed that the Developer shall appoint and engage professional team of reputed Architects & Designers to cause preparation of plans to carry out construction of the said Residential complex and shall appoint and engage contractors and its sub-contractors to carry out construction work mistryes, carpenters, electricians, plumbers, sanitary engineer, labourers, artisans and all other persons required for construction of the said Residential complex on such terms and conditions as the Developer may think fit and proper and shall pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature.

15. It is agreed and recorded that the Developer shall appoint and employ the building contractors and sub-contractors with the approval of the Owner to carry out the construction of the said Residential complex provided however the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the building contractor or sub-contractor as the case may be.

16. It is agreed that the Developer for and on behalf of the Owner shall be entitled to apply for and obtain Electric, water, sanitary, gas, telephone and other connection and/or other amenities and facilities of whatsoever nature as may be required in the said Residential complex and the Owner hereby accords its consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same.

17. It is further agreed by and between the parties that the entire construction work of the said Residential complex at the said property shall be of good quality which shall be approved by the said architects.

18. It is agreed and recorded that the Developer shall complete the construction of the said Residential complex at the said property within a period of 36 months from the date of sanction of the plan and vacation of the said property.

19. It is agreed and recorded that the Developer will commence demolition work at the said property within three months from the date of the sanction of the plan and the Developer shall realise the value of the demolished materials and after deduction of all costs charges and expenses the balance amount shall be paid to the owners provided however after demolition of the existing structures the Developer shall commence construction work immediately.

20. It is recorded that the Developer shall keep the Owner indemnified against all liabilities and damages that may arise in course of construction of the said Residential complex at the said property and the Developer will enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.

21. It is agreed and recorded that the Owner shall not do any acts deeds or things in course of construction whereby the Developer shall be prevented and/or disturbed from carrying out construction and completion of the said Residential complex at the said property in any manner whatsoever.

22. It is agreed that the Developer shall obtain all necessary permissions and sanction of the plan to complete the construction of the said Residential complex at the said property.

23. In consideration of the development of the said property as envisaged herein it is agreed by and between the Owner and the

Developer that the entire constructed areas of the said Residential complex comprising of flats/apartments/ units including car parking spaces shall be shared in the proportion as stated hereunder :-

- i) 50% of the total constructed area of the said Residential Complex, shall belong to the Owner hereinafter called the "Owner's Allocation".
- ii) 50% of the total constructed area of the said Residential complex shall belong to the Developer hereinafter called the "Developer's Allocation".

24. It is agreed and recorded that the entire common areas, open areas and other areas of whatsoever nature of the said Residential complex together with amenities and facilities herein shall also belong to the Owner and the Developer in the said proportion i.e. 50% to the Owner and 50% to the Developer.

25. It is agreed and recorded that the Developer has deposited a sum of Rs.5,00,000/- (Rupees Five Lakhs) only with the Owner as an interest free Security Deposit before the execution of this Agreement as stated hereunder:-

26. It is agreed and recorded that the said interest free Security Deposit of the said total sum of Rs.5,00,000/- (Rupees Five Lakhs) only shall be refunded by the Owner to the Developer immediately after completion and handing over possession of the Owner's allocation of the said Residential Complex.

27. It is agreed that both the Owner and the Developer shall demarcate and identify their respective allocations comprising of several flats/units/ constructed spaces at the said Residential complex and shall be entitled to sell and transfer their respective constructed areas of the said Residential

complex to be constructed in the said property unto and infavour of the intending purchasers and shall also be entitled to take advances against the same pending the construction of the said Residential complex in the said property.

28. It is agreed and recorded that the Owner and Developer shall be entitled to appropriate the consideration amount as and when to be received from the intending Purchasers in respect of the sale of their respective constructed areas of the said Residential complex and other remaining areas of the said Residential complex together with consideration of the proportionate variable undivided and indivisible share in the land of the said property underneath or appertaining and/or attributable to the constructed areas and other remaining areas of the said Residential complex to be constructed at the said property in the proportion as stated herein.

29. It is agreed and recorded that the owner and Developer shall execute and register with the appropriate registering authorities Deeds of Conveyances for conveying and transferring constructed areas and other areas together with common passage easements and other rights and benefits of the said Residential complex together with proportionate undivided variable indivisible impartiable part or share of the land of the said property underneath or appertaining and/or attributable to the constructed area and other remaining area of the said Residential complex to be constructed in the said property as aforesaid unto and in favour of the intending Purchasers of the said Residential complex and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending Purchasers.

30. It is agreed and recorded that the Owner and Developer shall sell and transfer their respective allocated constructed areas and the owner and

Developer shall be necessary party in all the Deeds of Conveyance and other documents in respect of their respective allocated constructed areas to be sold and conveyed by the Owner and the Developer respectively.

31. It is agreed that the Owner and Developer shall sell and transfer their respective allocated areas of the said Residential complex to be constructed in the said property and the draft of all Agreements, Deeds and or Documents shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation of the constructed areas and other remaining areas of the said Residential complex and the Owner and Developer shall from time to time will execute and register all such Agreements, Deeds of Sale and other documents and to do all such acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the parties herein and for perfecting the powers and authorities herein expressly granted.

32. It is agreed and recorded that the Developer shall bear and pay all costs charges and expenses of whatsoever nature in respect of marketing, advertising brokerage or commission for sale and transfer the said Flats/Units/ apartment in the said Residential complex.

33. It is agreed and recorded that the Owner hereby grants permission to the Developer for the Purpose of carrying out construction of the said Residential complex in the said property in accordance with the plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation provided however, if the Developer or their agents commit breach of any terms and conditions of this agreement then the Owner shall be entitled to give notice with regard to breach committed by them and the Developer upon receipt of such notice shall take necessary steps to rectify and remedy such breach, provided further it is made clear