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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

48AA 914469

AGREEMENT FOR NOMINATION

THIS AGREEMENT made this 26th day of February TWO THOUSAND
AND Fourteen.

BETWEEN

PRAWAL TULSYAN, son of PURUSHOTTAM DAS TULSYAN residing at
FLAT No. 6, 6th FLOOR, 5A, ROBINSON STREET, KOLKATA-700017.

_____, hereinafter referred to as the "TRANSFEROR"
(which term shall unless repugnant to the context or meaning thereof include his heirs successors
legal representatives executors administrators and/or assigns);

AND

PAYAL CHITLANGIA, son of/WIFE OF PRAWAL TULSYAN, residing at
FLAT No. 6, 6th FLOOR, 5A, ROBINSON STREET, KOLKATA-700017.

_____, hereinafter referred to as the "TRANSFeree"
(which term shall unless repugnant to the context or meaning thereof include his heirs successors
legal representatives executors administrators and/or assigns);

Sulgan Chitlangia S W

5 JUL 2017

71896



NAME.....
ADD.....
RS.....

- 5 JUL 2011

S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

A large, stylized handwritten signature or scribble in blue ink, consisting of several overlapping loops.

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

1. TRANSFEREE'S REPRESENTATIONS:

At or before execution of this Agreement, the Transferee has examined, acquainted and fully satisfied himself/herself/itself/themselves in respect of the of the said Unit and the attributes appertaining thereto, the said Sale Agreement and the terms and conditions recorded therein and the Transferee has agreed not to raise any disputes or objections whatsoever or howsoever in this regard at any time in future.

2. TRANSFEROR'S REPRESENTATIONS:

- 2.1 That the said Sale Agreement is valid and subsisting and the same has not been terminated or cancelled;
- 2.2 That the Transferor herein has not entered into any agreement for sale or transfer nor made any assignment or nomination in respect of his/her/its/their right title or interest with regard to the said Unit and attributes appertaining thereto under the said Sale Agreement in any manner whatsoever;
- 2.3 That the entire rights, title and interest of the Transferor in respect of the said Unit and attributes appertaining thereto under the said Sale Agreement, are free from all encumbrances, mortgages, charges, attachments and trusts whatsoever or howsoever and that the Transferor has not created any charge or obtained any home loan or finance against the said Unit and/or the said Sale Agreement;
- 2.4 That there is no impediment of any nature whatsoever for the Transferor to irrevocably nominate the Transferee as his/her/its/their nominee in their place and stead to acquire the said Unit and attributes appertaining thereto in terms of the said Sale Agreement and/or to assign and/or transfer his/her/its/their right title or interest in respect of the said Unit and attributes appertaining thereto under the said Sale Agreement in favour of the Transferee in the manner as hereinafter stated;
- 2.5 The Transferor from time to time has made payment of a sum of Rs. 3384810.00- (Rupees THIRTY THREE LAKHS EIGHTY FOUR THOUSAND EIGHT HUNDRED TEN only and hereinafter referred to as the said **PAID CONSIDERATION AMOUNT**) to the Developers/Owners herein towards the part consideration amount for the said Unit and the attributes appertaining there to, and a sum of Rs. 377900.00 -/- (Rupees THREE LAKHS SEVENTY SEVEN THOUSAND NINE HUNDRED — only and hereinafter referred to as the **BALANCE CONSIDERATION AMOUNT**) is further payable to the Developers/Owners in the manner mentioned in the said Sale Agreement.
- 2.6 The Transferor has paid an amount of Rs. 104591.00 -/- (Rupees ONE LAKH FOUR THOUSAND FIVE HUNDRED AND NINETY ONE — only and hereinafter referred to as the **PAID SERVICE TAX**) to the Owners/ Developers towards applicable service tax on the said Unit and attributes appertaining thereto.

3. NOMINATION:

Inasmuch as the The Transferor out of natural love and affection for the Transferee, has granted the benefit of the Paid Consideration Amount under the said Sale Agreement without any monetary consideration absolutely and forever, to the Transferor with the consent and concurrence of the Owners and Developers hereby irrevocably nominates the Transferee herein in his/her/its/their place and stead under the said Sale Agreement with the intent and object that consequent to such nomination the entirety of the right title interest of the Transferor under the said Sale Agreement in respect of the said Unit and attributes appertaining thereto shall stand transferred, assigned and vested unto and in favour of the Transferee and the Transferee alone shall be entitled to obtain the Deed of Conveyance in respect of the said Unit directly from the Developers and the Owners, subject to compliance of all the terms and conditions contained in the said Sale Agreement.

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, the initials 'PC' in the center, and a signature on the right.

AND

(1) **REGENT HIRISE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017, Police Station Beniapukur, (2) **RIYA ENCLAVE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, having its registered office at 1st Floor, 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar, hereinafter collectively referred to as "**DEVELOPERS**" (which term shall unless repugnant to the context or meaning thereof include their respective successors(s)-in-interest and/or assigns);

AND

(1) **MALAY KUMAR BANERJEE** (having PAN AEEP0662F), son of Late Sunil Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232, (2) **SANJAY BANERJEE** (having PAN AKWPB6432C), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232, (3) **AJAY BANERJEE** (having PAN AJXPB2224K), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232, hereinafter collectively referred to as the "**OWNERS**" (which term shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, successors, legal representatives, executors, administrators and/or assigns);

The Transferors, Transferee, Owners and Developers collectively shall be referred to as '**Parties**' and individually as '**Party**'.

WHEREAS:

- A. By an agreement dated 26.03.13 (hereinafter referred to as the said **SALE AGREEMENT**) the Transferor herein agreed to purchase and acquire and the Developers and the Owners herein agreed to sell and transfer **ALL THAT** the residential flat being Unit No. 861 containing chargeable area of 1490 sq. ft. (built-up area 1135 sq. ft.) be it a little more or less on the 8TH floor of the Building being Block No. II namely AFFINIA (hereinafter referred to as the said **UNIT(S)** morefully described in the **SECOND SCHEDULE** hereunder written) in the project namely "**UNIMARK RIVIERA**" lying and situate at the Municipal Premises No. 20 & 22 B, Grand Trunk Road, Uttarpara 712232 (hereinafter referred to as the said **PROPERTY** morefully described in the **FIRST SCHEDULE** hereunder written) **together with** undivided proportionate impartible variable share in the land comprised in the said Property attributable thereto **together with** right to use the Common Areas and Amenities **together with** the right of car parking over NA open and/or 01 covered car parking space on the NA level.
- B. The Transferor is desirous of nominating the Transferee herein in his/her/their/its place and stead under the said Sale Agreement with the intent and object that consequent to such nomination the Transferee herein shall be deemed to have ~~been~~ substituted in place and stead of the Transferor under the said Sale Agreement and all rights of the Transferor under the said Sale Agreement shall stand irrevocably transferred, assigned and vested in favour of the Transferee and the Transferee shall be liable to make payment of the balance amounts payable under the said Sale Agreement and shall also be liable to perform and observe all the terms and conditions contained and recorded in the said Sale Agreement, except however that the Extra Charges mentioned in **PART - I** of the **EIGHTH SCHEDULE** and the Deposits mentioned in **PART - II** of the **EIGHTH SCHEDULE** in the said Sale Agreement shall stand revised to the extent stated in **PART - I** and **PART - II** of the **THIRD SCHEDULE** hereunder written, which amounts shall supersede the amounts in the said Sale Agreement.
- C. The parties are desirous to record the same in writing.



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4. EFFECTS OF NOMINATION:

- 4.1 In pursuance of such nomination, the Transferee shall be deemed to have been substituted in place and stead of the Transferor under the said Sale Agreement and for the aforesaid purpose the said Sale Agreement would be deemed to have been entered into between the Developers, Owners and the Transferee.
- 4.2 The Transferee doth hereby covenant to make regular and timely payment of the Balance Consideration Amount and the Balance Deposits & Extras and also applicable service tax and other amounts as may be payable under the said Sale Agreement and shall also be liable to perform and observe all the terms conditions covenants and stipulations contained in the said Sale Agreement.
- 4.3 In the event of non performance of any of the terms and conditions contained and recorded in the said Sale Agreement, the Owners and/ or the Developers shall be entitled to exercise all or any of the remedies as are conferred upon them under the said Sale Agreement which the Transferee doth hereby expressly admit and acknowledge.
- 4.4 In as much as the Transferee has been substituted in place and stead of the Transferor under the said Sale Agreement, the Transferor has ceased to have any right title and interest under the said Sale Agreement in respect of the said Unit and attributes appertaining thereto in all manners and all the rights of the Transferor under the said Sale Agreement or in respect of the said Unit stands extinguished.
- 4.5 The Transferor doth hereby agree and covenant to sign execute and register such further deeds, documents and papers for more perfectly assigning and/or transferring his/her/its/their right title or interest under the said Sale Agreement in respect of the said Unit and attributes appertaining thereto in favour of the Transferee herein and for more perfectly nominating the Transferee herein as his/her/its/their nominees to acquire the said Unit and attributes appertaining thereto and to have the deed of conveyance executed and registered in his/her/its/their favour as may be reasonably required by the Transferee from time to time.
- 4.6 The Transferor shall, at the costs of the Transferee, do such further or other acts, deeds, matters and things as also to sign and execute such further or other deeds, documents and papers as may be required by the Transferee for more beneficially acquiring the said Unit and attributes appertaining thereto.

5. EXECUTION OF THE CONVEYANCE:

- 5.1 The Deed of Conveyance for sale and transfer of the said Unit and attributes appertaining thereto shall be executed directly in favour of the Transferee under the terms of the said Sale Agreement subject to the Transferee making payment of all amounts payable under the said Sale Agreement and complying and observing all the terms, conditions, covenants and obligations contained in the said Sale Agreement. It is clarified that it shall not be necessary for the Transferor to be a confirming party in the Deed of Conveyance for the said Unit and attributes appertaining thereto and in any event this Agreement by itself shall be treated as the consent of the Transferor for the purpose as aforesaid provided however that if at any time the Transferee shall desire the Transferor to be a confirming party in any documents of transfer, the Transferor shall join in such documents of transfer without any claim or demand, it being expressly agreed and declared that in any event the Transferee shall be deemed to be the constituted attorney of the Transferor and shall be entitled to sign and execute all deeds documents and instruments pertaining to the said Unit and attributes appertaining thereto for and on behalf of the Transferor as a confirming party.
- 5.2 It is expressly understood and/or agreed that the consideration amount for sale and transfer of the said Unit and attributes appertaining thereto for execution of Deed of Conveyance shall be the amounts mentioned in the said Sale Agreement.

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6. GENERAL:

- 6.1 That the said Sale Agreement shall remain in full force and effect, save and except what has been modified herein.
- 6.2 The Transferee shall not be entitled to claim possession of the said Unit until such time the entire amounts under this Agreement and the said Sale Agreement have been paid.
- 6.3 The Transferee shall bear and pay all costs of registration and applicable statutory taxes for acquiring the said Unit and attributes appertaining thereto.
- 6.4 The Transferee shall bear and pay a sum equivalent to 1% (one per cent) of the total Consideration Amount plus service tax to the person nominated by the Developers towards the documentation charges for the preparation of necessary documents for transfer of the said Unit, and fifty per cent of such documentation charges shall be paid by the Transferee upon execution of this agreement and the balance fifty per cent shall be paid by the Transferee on or before the execution of the deed of conveyance for the said Unit or at the time of possession of the said Unit, whichever is earlier.
- 6.5 The Developers shall be entitled to cancel/rescind this Agreement and/or the said Sale Agreement and shall be entitled to such damages and/or compensation as contained and recorded in the said Sale Agreement in case the Transferee fails to make payment of the Balance Consideration Amount and/or other amounts payable by the Transferor/Transferee within such periods as stipulated or commits any breach of any of the terms and conditions contained and recorded in the said Sale Agreement and on the part of the Transferor/Transferee to be paid, performed and observed.

7. ARBITRATION:

All disputes and differences between the parties hereto arising out of this Agreement if not settled amicably shall be referred to arbitration being a reference within the meaning of The Arbitration and Conciliation Act, 1996 or any modification thereof for the time being in force. The Arbitrator shall decide the procedure and type of award (speaking or non-speaking). The venue shall be Kolkata and the language shall be English.

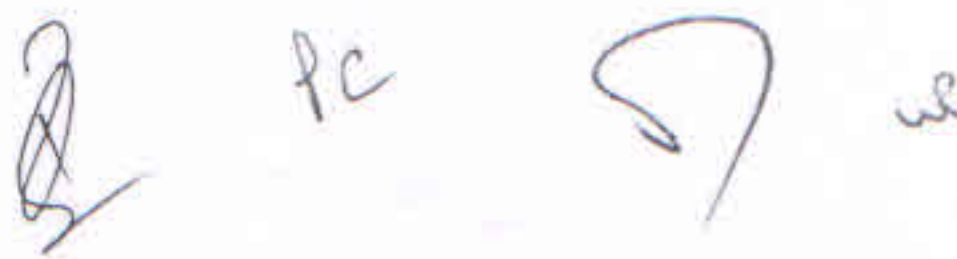
8. JURISDICTION:

The Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

THE FIRST SCHEDULE ABOVE REFERRED TO: (PROPERTY)

ALL THAT a land area approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.L. No. 9 **together with** structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal, and butted and bounded as follows :

- On the North** : By portions of Municipal Premises Nos. 18 and 19 Bhadrakali Grand Trunk Road
- On the East** : By the river Hooghly
- On the South** : By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane
- On the West** : By Grand Trunk Road



THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)

ALL THAT residential flat being Unit No. 86 containing chargeable area of 1490 sq. ft. (built-up area of 1135 sq. ft.) be it a little more or less on the 8TH floor of Block No. II namely AFFINIA in the project Unimark Riviera lying and situate at the Municipal Premises Nos. 20 & 22 B Grand Trunk Road, Uttarpara 712232; together with undivided proportionate impartible variable share in the land comprised in the said Property attributable thereto together with right to use the Common Areas and Amenities together with the right of car parking over NA open and/or 01 covered car parking space on the NA level in the said Project.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I

EXTRA CHARGES		
No	Particulars	Amount or Percentage
1	Transformer charges (Load of 3.5 KVA for 2 BHK and 5.0 KVA for 3 BHK)	Rs. 50/- per sq. ft. for Chargeable area of the Unit(s)
2	Generator charges (Load of 1.5 KVA for 2 BHK and 2.0 KVA for 3 BHK)	Rs. 40/- per sq. ft. for Chargeable area of the Unit(s)
3	Club Development charges	Rs. 100,000/-
5	Electricity meter charges	On Actuals
6	Association formation charges	Rs. 3,000/-

Note: Service Tax as applicable with all payments

PART - II

DEPOSITS		
No	Particulars	Amount or Percentage
1	Interest free maintenance deposit	Rs. 25/- per sq. ft. for Chargeable area of the Unit(s)
2	Deposit for municipal rates and tax	Rs. 10/- per sq. ft. for Chargeable area of the Unit(s)
3	Electricity connection and meter deposit	On Actuals
4	Deposit for mutation expenses	0.50% of Consideration Amount

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE TRANSFEROR
at Kolkata in the presence of:


ANAND KEJRIWAL
13, TRAILOKYA MATH BANERJEE LANE
HOWRAH - 71101

DHIRAJ BANSAL
10/2 DIAMOND HARBOR ROAD
KOLKATA - 700027

SIGNED AND DELIVERED BY THE TRANSFEREE
at Kolkata in the presence of:

Manish Agastya
96, B.K. Paul Avenue, Kolkata - 700005


(PRANAV TULSYAN)



(PAYAL CHITLANGIA)

SIGNED AND DELIVERED BY THE DEVELOPERS
at Kolkata in the presence of:

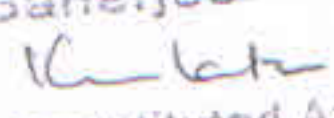
REGENT HIRISE PVT. LTD.


DIRECTOR / AUTHORISED SIGNATORY

RIYA ENCLAVE PVT LTD


Director / Authorised Signatory

SIGNED AND DELIVERED BY THE OWNERS
at Kolkata in the presence of:

For Malay Kumar Banerjee
Sanjay Banerjee
Ajay Banerjee.

Constituted Attorney