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Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

28AB 503660

REGENT HIRISE PRIVATE LIMITED

THIS AGREEMENT made this 28<sup>th</sup> day of NOVEMBER TWO THOUSAND AND EIGHTEEN

BETWEEN

MAYAL CHITLANGIA (PAN NO:ACRPC0060R), wife of Mr. Prawal Tulsyan residing at 5A, Robinson street, Kolkata - 700017, hereinafter referred to as the "TRANSFEROR" (which term shall unless repugnant to the context or meaning thereof include her heirs successors legal representatives executors administrators and/or assigns);

AND

(1)MAYUKH SARKAR (PAN:AWUPS5186R), son of Late Phanindra Nath Sarkar residing at Flat 2C, Block-3, Regent Ganga, 9K, Grand Trunk Road, Bhadrakali, Uttarpara, Hooghly - 712232, and (2)SUPRIYA SARKAR (PAN:DBBPS9542G) wife of Mr.Mayukh Sarkar, residing at Flat 2C, Block-3, Regent Ganga, 9K, Grand Trunk Road, Bhadrakali, Uttarpara, Hooghly - 712232, both hereinafter collectively referred to as the "TRANSFEREES" (which term shall unless repugnant to the context or meaning thereof include their respective heirs successors legal representatives executors administrators and/or assigns);

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 Beniapur, (2) RIYA ENCLAVE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, having its registered office at 1<sup>st</sup> Floor, 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar, hereinafter collectively referred to as "DEVELOPERS/CONFIRMING PARTIES - I" (which term shall unless repugnant to the context or meaning thereof include their respective successors(s)-in-interest and/or assigns);

For Malay Kumar Banerjee  
Sanjay Banerjee  
Ajay Banerjee

Constituted Attorney

Mayukh Sarkar

Supriya Sarkar 1

DIRECTOR / AUTHORISED SIGNATORY

Director / Authorised Signatory

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/CONFIRMING PARTIES - II" (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);

**WHEREAS:**

- A. By an agreement dated 26.03.2013 (hereinafter referred to as the said **SALE AGREEMENT**) between Prawal Tulsyan, the Purchaser therein (hereinafter referred to as the **ORIGINAL PURCHASER**) and (1) Regent Hirise Private Limited, and (2) Riya Enclave Private Limited, therein and hereinafter collectively referred to as the Developers and (1) Malay Kumar Banerjee, (2) Sanjay Banerjee and (3) Ajay Banerjee, therein and hereinafter collectively referred to as the Owners, the Original Purchaser agreed to purchase and acquire and the Developers and the Owners agreed to sell and transfer **ALL THAT** the residential flat being Unit No.8G containing chargeable area of 1490sq. ft. (built-up area 1135 sq. ft.) be it a little more or less on the 8<sup>th</sup> floor of the Building being Block No.02 namely AFFINIA 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 1(one) covered car parking space (hereinafter referred to as the said **UNIT AND THE ATTRIBUTES APPERTAINING THERETO** and morefully described in the **SECOND SCHEDULE** hereunder written).
- B. The said Prawal Tulsyan from time to time paid an aggregate amount of Rs. 33,84,810/= ( Rupees Thirty Three Lacs Eighty Four Thousands Eight Hundred Ten only) towards part consideration amount together with applicable service tax of Rs. 1,04,591/= ( Rupees One Lac Four Thousands Five Hundred Ninety One only) to the Developers in terms of the said Sale Agreement.
- C. The said Prawal Tulsyan out of natural love and affection for his wife Payal Chitlangia granted the benefit of the said paid amounts under the said Sale Agreement and by and under an Agreement for Nomination dated 26<sup>th</sup> February 2014 (hereinafter referred to as the said **NOMINATION AGREEMENT -I**), the said Prawal Tulsyan irrevocably nominated the said Payal Chitlangia to complete the purchase of the said Unit and the attributes appertaining thereto.
- D. The said Payal Chitlangia is hereinafter referred to as the **TRANSFEROR** and the said Sale Agreement read with the said Nomination Agreement - I is hereinafter referred to as the said **PRINCIPAL AGREEMENT**.

✓ Mayukh Sarkar

✓ Supriya Sarkar

E. The Transferor has agreed to nominate the Transferees herein in their place and stead under the said Principal Agreement with the intent and object that consequent to such nomination the Transferees herein shall be deemed to have been substituted in place and stead of the Transferor under the said Principal Agreement and all rights of the Transferor under the said Principal Agreement shall stand transferred, assigned and vested in favour of the Transferees and the Transferees shall be liable to make payment of the Nomination Amount and the balance amounts payable under the said Principal Agreement and shall also be liable to perform and observe all the terms and conditions contained and recorded in the said Principal Agreement and this agreement.

F. The parties are desirous to record the same in writing.

**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 Transferees have examined, acquainted and fully satisfied themselves in respect of the of the said Unit and the attributes appertaining thereto, the said Principal Agreement and the terms and conditions recorded therein and the Transferees have 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 Principal 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 Principal 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 Principal 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 the attributes appertaining thereto and/or the said Principal Agreement;
- 2.4 That there is no impediment of any nature whatsoever for the Transferor to irrevocably nominate the Transferees as her nominees in her place and stead to acquire the said Unit and attributes appertaining thereto in terms of the said Principal Agreement and/or to assign and/or transfer her right title or interest in respect of the said Unit and attributes appertaining thereto under the said Principal Agreement in favour of the Transferees in the manner as hereinafter stated;
- 2.5 The Original Purchaser from time to time has made payment of a sum of Rs.33,84,810/- (Rupees Thirty Three Lakhs Eighty Four Thousand Eight Hundred Ten Only) plus applicable service tax/GST only and hereinafter referred to as the said **PAID CONSIDERATION AMOUNT** to the Developers towards the part consideration amount for the said Unit and the attributes appertaining thereto, and a sum of

✓ Mayukh Sharma

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✓ Supriya Sarkar

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Rs.3,77,900/- (Rupees Three Lakhs Seventy Seven Thousand Nine Hundred Only) plus applicable GST and hereinafter referred to as the **BALANCE CONSIDERATION AMOUNT** is further payable to the Developers in the manner mentioned in the said Principal Agreement.

### 3. NOMINATION:

The Transferor doth hereby agree to nominate the Transferees herein in her place and stead under the said Principal Agreement with the intent and object that consequent to such nomination upon payment of the Nomination Amount of Rs. **50,26,958/= (Rupees Fifty Lacs Twenty Six Thousand Nine Hundred Fifty Eight Only)** in full by the Transferees to the Transferor, the entirety of the right title interest of the Transferor under the said Principal Agreement in respect of the said Unit and attributes appertaining thereto shall stand transferred, assigned and vested unto and in favour of the Transferees and the Transferees shall be entitled to obtain the Deed of Conveyance in respect of the said Unit and the attributes appertaining thereto directly from the said Developers and the Owners, subject to payment of the nomination amount in terms of this agreement and compliance of all the terms and conditions contained in the said Principal Agreement.

### 4. NOMINATION AMOUNT:

- 4.1 In consideration of the nomination herein, the Transferees shall pay a sum of Rs. **50,26,958/= (Rupees Fifty Lacs Twenty Six Thousand Nine Hundred Fifty Eight Only)** and hereinafter referred to as the **NOMINATION AMOUNT**) out of which the Transferees have paid a sum of Rs. **10,00,000/= (Rupees Ten Lacs Only)** vide (1) cheque no. 592305 dated 09/10/2018 drawn on State Bank Of India, Uttarpara Branch for the amount of Rs. **10,00,000/= (Rupees Ten Lacs Only)**, the receipt of which the Transferor doth hereby admit and acknowledge.
- 4.2 The balance nomination amount of Rs. **40,26,958/= (Rupees Forty Lacs Twenty Six Thousand Nine Hundred Fifty Eight Only)** will be paid by Transferees to the Transferor by and within **30 days** hereof and Time in this regard shall be essence of the contract.
- 4.3 In the event of the default/delay of the Transferees to pay the aforesaid balance nomination amount in full to the Transferor by and within 30 days of this agreement, the Transferor shall issue a written notice to the Transferees requiring the Transferees to pay such amount in full within a period of 15 days from the date of receipt of such notice. In the event of failure of the Transferees to pay the aforesaid balance nomination amount in full to the Transferor, the Transferor shall be entitled to cancel/terminate this agreement and forfeit a sum equivalent to 10%(ten percent) of the amount of the said Nomination Amount and refund the remaining amount lying with the Transferor to the Transferees.
- 4.4 The Balance Consideration Amount of Rs.3,77,900/- (Rupees Three Lakhs Seventy Seven Thousand Nine Hundred only) plus applicable GST shall be paid by the Transferees directly to the Developers in the manner mentioned in the said Principal Agreement.
- 4.5 The said Nomination Amount includes the reimbursement of the Paid Consideration Amount, and Paid Service Tax under the said Principal Agreement and by virtue of this nomination, the amount so paid by the Transferor to the said Developers shall stand credited to the account of the Transferees.

### 5. EFFECTS OF NOMINATION:

- 5.1 In pursuance of such nomination, the Transferees shall be deemed to have been substituted in place

✓ Mayukh Sharma

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✓ Supriya Sarkar

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and stead of the Transferor under the said Principal Agreement and for the aforesaid purpose the said Sale Agreement would be deemed to have been entered into between the Owners, the Developers and the Transferees.

- 5.2 The Transferees do hereby covenant to make regular and timely payment of the Balance Consideration Amount and the Deposits & Extras and also applicable GST and other amounts as may be payable under the said Principal Agreement and shall also be liable to perform and observe all the terms conditions covenants and stipulations contained in the said Principal Agreement.
- 5.3 In the event of non performance of any of the terms and conditions contained and recorded in the said Principal Agreement, the Developers shall be entitled to exercise all or any of the remedies as are conferred upon them under the said Principal Agreement which the Transferees do hereby expressly admit and acknowledge.
- 5.4 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 Principal Agreement in respect of the said Unit and attributes appertaining thereto in favour of the Transferees herein and for more perfectly nominating the Transferees herein as her nominees to acquire the said Unit and attributes appertaining thereto and to have the deed of conveyance executed and registered in their favour as may be reasonably required by the Transferees from time to time.
- 5.5 The Transferor shall, at the costs of the Transferees, 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 Transferees for more beneficially acquiring the said Unit and attributes appertaining thereto.

#### 6. EXECUTION OF THE CONVEYANCE:

- 6.1 The Deed of Conveyance for sale and transfer of the said Unit and attributes appertaining thereto shall be executed directly in favour of the Transferees under the terms of the said Principal Agreement subject to the Transferees making payment of the Nomination amount to the Transferor in term of the agreement and all amounts payable under the said Principal Agreement and complying and observing all the terms, conditions, covenants and obligations contained in the said Principal 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 Transferees 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 Transferees 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.
- 6.2 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 Principal Agreement.

✓ Mayukh Sharma

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✓ Supriya Sarkar

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**7. GENERAL:**

- 7.1 That the said Principal Agreement shall remain in full force and effect, save and except what has been modified herein.
- 7.2 The Transferees shall not be entitled to claim possession of the said Unit and the attributes appertaining thereto until such time the entire amounts under this Agreement and the said Principal Agreement have been paid.
- 7.3 The Transferees shall bear and pay all costs of registration and applicable statutory taxes for acquiring the said Unit and attributes appertaining thereto.

**8. 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.

**9. 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

✓ Mayukh Sharma  
✓ Supriya Sarkar

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(UNIT)**

**ALL THAT** residential flat being Unit No.8G containing chargeable area of 1490 sq. ft. (built-up area of 1135 sq. ft.) be it a little more or less on the 8<sup>th</sup> floor of Block No.02 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 one (1) covered car parking space in the said Project.

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:

*Pranab Tulsyan*  
Pranab Tulsyan

✓ *Chellangia*

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

*Ajay Banerjee*  
Ajay Banerjee  
*Manik Banerjee*  
Manik Banerjee

✓ *Mayukh Saha*  
Mayukh Saha  
✓ *Supriya Sarkar*  
Supriya Sarkar

SIGNED AND DELIVERED BY THE CONFIRMING PARTIES - I  
at Kolkata in the presence of:

**REGENT HIRISE PVT. LTD.**

*L. Aravind*  
DIRECTOR / AUTHORISED SIGNATORY  
**RIYA ENCLAVE PVT. LTD**

SIGNED AND DELIVERED BY THE CONFIRMING PARTIES - II  
at Kolkata in the presence of:

*K. Sankar*  
Director/Authorised Signatory.

**For Malay Kumar Banerjee  
Sanjay Banerjee  
Ajay Banerjee**

*K. Sankar*  
Constituted Attorney