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NOMINATION AGREEMENT

THIS AGREEMENT FOR NOMINATION made this the 01 day of October Two Thousand Nineteen (2019) Between.

M/s. KOLKATA ABASON PVT. LTD. (PAN No. AADCK8842N) residing at 36/1A ELGIN ROAD, Kolkata-700020, hereinafter referred to as the TRANSFEROR (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs legal representatives executors administrators and assigns) of the FIRST PART



Upanwita Bandyopadhyay



AND

DIPANWITA BANDYOPADHYAY (PAN No. AYPPE1016E), D/o, Mr. SHYAMAL BANDYOPADHYAY, residing at :BANIPUR, HABRA (M), BANIPUR, NORTH 24 PGS (N), PIN-743233, hereinafter referred to as the **TRANSFEREE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

PS SRIJAN REALVENTURE LLP (PAN No. AANFP4366R), a limited liability Partnership firm having its registered office at: Srijan House, 36/1A, Elgin Road, Kolkata - 700020, represented by its authorized person **Mr. Akash Patwari (PAN No : AJKPP7986K)** son of Mr. Narayan Prasad Patwari, working for gain at :Srijan House, 36/1 A Elgin Road Kolkata 700020, hereinafter referred to as the **Developer** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the respective heirs, legal representatives, executors, administrators, successors and/or successors-in-interest and assigns) of the **THIRD PART**

WHEREAS:

A) By a provisional letter of allotment dated 29/06/2017 (hereinafter referred to as the said ALLOTMENT LETTER) read with the General Terms and Conditions annexed thereto of Sale duly accepted by the Transferor, the Transferor agreed to purchase and acquire and the Developer agreed to sell and transfer on ownership basis ALL THAT the Flat No. 6E on the 6th floor of Block No. 6 having a Super built up area of 1070 sq. ft. more or less in the Housing Complex known as 'ETERNIS' situated at 59 JESSORE RD., (SOUTH), MADHYAMGRAM, DOLTALA, 24 PGS (NORTH), KOL-132 more fully and particularly mentioned and described in the said Allotment letter and also the **SCHEDULE** hereunder written) **TOGETHER WITH** proportionate undivided variable indivisible share of land underneath the respective Block attributable to the respective Unit **TOGETHER WITH** right to use **One (1) Dependent Open Ground Floor Car Parking** space on the Ground Floor hereinafter referred to as **THE SAID COMPOSITE UNIT** for the consideration amount of **Rs. 37,29,250/-** (Rupees thirty seven lakh twenty nine thousand two fifty only) and



Dipanjita Bandyopadhyay



Ra. 3,09,390 /- (Rupees three lakh nine thousand three hundred ninety only) for Extra Charges and deposits and on the terms and conditions contained and recorded in the said Allotment letter and the standard terms and conditions annexed thereto.

B) The Transferor is desirous of nominating the Transferee herein in his/her place and stead under the said Allotment letter with the intent and object that consequent to such nomination there will be a notation and the Transferee herein shall be deemed to have been substituted in place and stead of the Transferor in the said Allotment letter and all rights of the Transferor in the said Allotment letter shall stand vested in favour of the Transferee and the Transferee shall be liable to make payment of the balance amounts payable as provided in the said Allotment Letter and shall also be liable to perform and observe all the terms and conditions contained and recorded in the said Allotment Letter and the General Terms and Conditions annexed thereto.

C) At or before execution of this agreement the Transferee has examined the said Allotment Letter and the General terms and conditions annexed thereto and is fully satisfied in respect thereof and has agreed not to raise any objection whatsoever or howsoever.

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

1. NOMINATION

1.1 Subject to what is hereinafter stated the Transferor with the consent and concurrence of the Developer have agreed to nominate the Transferee herein in his/her place and stead in the said Allotment Letter with the intent and object that consequent to such nomination the entirety of the right, title, interest of the Transferor in the said Allotment Letter and/or in respect of the said Composite Unit the same shall stand transferred and/or vested in the Transferee and the Transferee alone shall be entitled to obtain the Deed of Conveyance in respect of the said Composite Unit directly from the Developer.

1.2 At or before execution of this Nomination Agreement, if the Transferor had



Nipamita Pradyopadhyay



exercised any options to upgrade or alter the said Flat as may have been offered from time to time by the Developer, then the Transferees accept such up gradation and/or alteration of the said Flat as per the orders placed by the Transferor for such work to be performed

1.3 The Transferor and also the Developer hereby assures the Transferee that the said Flat and the land appurtenant thereto are not subject to any liens, encumbrances or liabilities of any kind whatsoever and is free and marketable

1.4 The Transferee shall pay Rs. 13,33,333/- (Rupees Thirteen lakh thirty three thousand three hundred and thirty three Only) inclusive of taxes to the transferor as a reimbursement of the consideration amount which was paid by the transferor to the developer. The balance consideration amount of Rs.28,20,038/- (Rupees Twenty eight Lacs twenty thousand thirty eight only) inclusive of Taxes, which still remains outstanding shall be paid by the transferee directly to developer. In addition, the transferee shall pay a further sum of Rs. 6,63,500/- (Rupees Six lac sixty three thousand five hundred Only) exclusive of taxes to the transferor as premium. With regard to extra charges & deposits the transferor had already paid a sum of Rs. NIL/- (Rupees NIL Only) inclusive of GST to the developer which shall now be transferred to the credit of the transferee. The transferee shall pay Rs. NIL/- (Rupees NIL Only) to the transferor as reimbursement of the Extra charges and Deposits (EDC) already paid & pay the balance Extra charges and Deposits (EDC) amount of Rs.3,50,774 (Rupees Three Lacs fifty thousand seven hundred seventy four only) inclusive of Taxes directly to the developer.

1.5 Simultaneously with the execution of this nomination the transferee shall pay to the transferor a sum of Rs.19,96,833/- (Rupees Nineteen Lacs Ninety six thousand eight hundred thirty three only) (i.e reimbursement of consideration Rs.13,33,333/- and reimbursement of Extra charges and Deposits (EDC) Rs. NIL and Premium of Rs.6,63,500/-)and Balance amount on Demand Rs.31,70,812/- (Rupees Thirty one lac seventy thousand eight hundred twelve only) will be paid by the transferee as per demand raised by the developers. Only on such payment being made the nomination herein agreed shall come into force.

1.6 In consideration of the above the Transferor has agreed to pay to the



Sumantra Bandhopadhyay



Developers a Sum of Rs. NIL/- (Rupees NIL only) plus applicable GST herein referred to as the nomination amount as provided in the GTC/Terms of Sale..

2. EFFECT OF NOMINATION

2.1 In pursuance of such nomination the Transferee named herein shall be deemed to have been substituted in place and stead of the Transferor in the said Allotment Letter and for the aforesaid purpose the said Allotment Letter along with the General Terms and Conditions annexed thereto would be deemed to have been issued by the Developer in favour of the Transferee and the Transferee hereby commits to make regular and timely payments of the various installments of Consideration as agreed between the Transferee and the Developer, and provided in the said Allotment Letter or any amendments thereto, along with dues for expenses payable to the Developer and shall also be liable to perform and observe all the terms, conditions, covenants and stipulations contained in the said Allotment letter and the General Terms and Conditions or any amendments thereto and on the part of the Transferee to be paid performed and observed, including but not limited to the payment of charges and deposits as stipulated therein

2.2 In the event of non performance of any of the terms and conditions contained and recorded in the said Allotment Letter and the General Terms and Conditions annexed thereto the Developer shall be entitled to exercise all power and authority as are conferred upon the Developer under the in the said Allotment Letter and the General Terms and Conditions annexed thereto and the Transferee hereby consents to the same.

2.3 In as much as the Transferee shall be deemed to have been substituted in place and stead of the Transferor in the said Allotment Letter the Transferor has ceased to have any right title interest in the said Allotment Letter or in respect of the said Composite Unit and all the rights of the Transferor as assured in the said Allotment Letter or in respect of the said Composite Unit has stood extinguished.

3. EXECUTION OF THE CONVEYANCE

3.1 Upon completion of the said New Building Block and/or the said Flat and subject to the Transferee making payment of all amounts agreed to be paid in



Alpana R. Pandey



terms of the said Allotment Letter and the General Terms and Conditions annexed thereto with amendments thereto and observing all terms and conditions, covenants and obligations as provided in the said Allotment Letters and the General Terms and Conditions annexed thereto the Developer shall cause the Deed of Conveyance to be executed in favour of the Transferee or his/her/their nominee and/or nominees as the case may be. In view of the said nomination it will not be necessary for the Transferor to be a Confirming Party in the Deed of Conveyance and in any event this Agreement by itself is and shall be treated as the consent of the Transferor PROVIDED HOWEVER if at any time the Transferee or their nominee and/or nominees shall desire the Transferor to be a Confirming Party the Transferor shall willingly join as a party to such Deed of Conveyance 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 including the Deed of Conveyance either as a Confirming Party or otherwise.

3.2 It is expressly understood and / or agreed that the consideration for execution of Deed of Conveyance as agreed by the Transferor by his acceptance of the said Allotment Letter amounting to **Rs. 37,29,250/- (Rupees thirty seven lakh twenty nine thousand two hundred fifty only)** for Unit cost and Car parking cost shall now become payable by the Transferee which the Transferee agrees to pay.

3.3 The Transferor herein confirms that The Transferee shall make payment of all Extra Charges due and payable as provided in the said Allotment Letter and the General Terms and Conditions annexed thereto and all other charges according to the terms contained therein without raising any objection or causing any delay or hindrance of any nature whatsoever.

4. TERMINATION

If the Transferee shall fail to make payment of the amount of consideration in accordance with the terms of sale as provided in the said Allotment Letter and the General Terms and conditions contained therein only in that event the Developer shall be entitled to cancel and/or rescind this offer as provided in the General Terms and Conditions.



Sipansita Pradyapadhyay



5. GENERAL

5.1 The Stamp Duty, Registration Charges and other incidental expenses for execution and registration of the Deed of Conveyance shall be paid borne and discharged by the Transferee

5.2 The Transferee shall be entitled to claim possession of the said Composite Unit upon payment of the entire amount of consideration and all other deposits and charges due and payable under the said Allotment Letter.

6. ARBITRATION AND JURISDICTION

6.1 All disputes and differences between the parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force. The Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents

THE SCHEDULE ABOVE REFERRED TO (THE SAID COMPOSITE UNIT)

ALL THAT one unit being Flat No. **6E** on the **6th** floor New Building Block No. **6** within the Housing Complex named **ETERNIS** now in course of construction at 59, JESSORE RD. (SOUTH), MADHYAMGRAM, DOLTALA, 24 PGS (N), KOL-700132 **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, and amenities which works to be **1070** Sq. Ft. Super built-up area **TOGETHER WITH** proportionate undivided variable indivisible share of land underneath the respective Block attributable to the respective Unit **TOGETHER WITH** right to use (**1**) **dependent Open Ground Floor** car parking space on the Ground Floor.



Supanrita Banerjee



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

Rajiv 

SIGNED AND DELIVERED BY THE TRANSFEREE

at Kolkata in the presence of

Shyamanta Bandyopadhyay

SIGNED AND DELIVERED BY THE DEVELOPER

at Kolkata in the presence of:

P S SRIJAN REALVENTURE LLP

Rajiv
Authorized Signatory



Dated this the day of 2019

BETWEEN

M/s. KOLKATA ABASON PVT.LTD.

TRANSFEROR

DIPANWITA BANDYOPADHYAY

Dipanita Bandyopadhyay

TRANSFeree

PS SRIJAN REALVENTURE LLP

DEVELOPER

AGREEMENT