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Ground Floor 'Main Hall'

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THIS AGREEMENT OF NOMINATION made this 12th day of August 1993
 thousand nine hundred ninety three BETWEEN M/S. GANGA VISHNU
 ACHARYA (HUF) a Hindu undivided family governed by the Mitakshara
 School of Hindu Law and represented by its Karta Sri Ganga Vishnu



Acharya a Hindu presently residing at no. 23, Rajendra Mallick Street, Calcutta, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Coparceners and the said Karta and their respective heirs executors administrators representatives agents and assigns) of the FIRST PART AND (1) JAMES LONG PROPERTIES PRIVATE LIMITED AND (2) NIHARIKA CONSTRUCTIONS PRIVATE LIMITED both private companies respectively incorporated under the Companies Act, 1956 and having their respective registered office at premises no.2B, Sambhunath Pandit Street, Calcutta-700020, hereinafter collectively called the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors-in-office administrators representatives and assigns) of the SECOND PART AND TEAGE TOOLS & CONSTRUCTIONS (INDIA) PRIVATE LIMITED a company incorporated under the Companies Act, 1956 and having its registered office at Unit No.'CGE' at No.9/1, Lower Rowdon Street, Calcutta-700020, hereinafter called the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office administrators representatives and assigns) of the THIRD PART AND VISA AGRO INDUSTRIES (PVT) LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at 5B, Express Towers, at No.42A, Shakespeare Sarani, Calcutta, hereinafter called the TRANSFEREE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office administrators representatives agents and assigns) of the FOURTH PART.

WHEREAS :-

A. By an agreement dated 5th February, 1991 made between the



Owners of the First Part, the Developer herein therein referred to as the Developer of the second part an the Purchaser of the Third Part (hereinafter referred to as the said "Sale Agreement"); the Owners for the consideration therein mentioned agreed to sell and transfer an undivided proportionate variable indivisible share in the land pertaining to Unit No.04 on the Ground floor of Mani Villa Building at Premises No.40/34, Diamond Harbour Road, Behala, Calcutta, which premises is more fully and particularly described in the First Schedule thereunder written (hereinafter referred to as the 'said Land') on the terms and conditions therein contained.

B. By another agreement dated 5th February, 1991 made between the Developer therein also referred to as the developer of the First Part, the Owners herein therein referred to as the Owners of the Second Part and the Purchaser herein therein also referred to as the Purchaser of the Third Part (hereinafter referred to as the said Construction Agreement) the purchaser appointed the Developer to construct and erect the said Unit No.04 on the Ground floor of Mani Villa building at the said building complex at Premises No.40/34, Diamond Harbour Road Behala, Calcutta, morefully and particularly described in the Second Schedule thereunder written on the terms and conditions therein contained.

C. The Purchaser has for the reason aforesaid became entitled to All that the said Unit No.04 on the Ground floor of Mani Villa Building hereinafter referred to as the "said unit" and morefully described in the Second Schedule hereunder written.

D. The purchaser have paid and discharged the agreed



consideration payable under the said Sale Agreement and the Construction Agreement (full particulars whereof shall appear from Part-I of the 3rd Schedule hereunder written) and the possession of the said unit has not yet been received by the purchaser and the conveyance has also not so far been executed by the Owners in favour of the Purchaser.

- E. The purchaser is entitled to a Conveyance of the undivided share in the said land from the owners and to have possession of the said unit from the developer, in terms of the said two respective agreements dated 5th February, 1991.
- F. The said purchaser has in exercise of the rights of nomination available to the Purchaser decided to appoint and nominate the said transferee in its place and stead to have a conveyance of the said undivided share in the said land from the said owners at the consideration and on the terms and conditions contained in the said agreement for sale of undivided share in the land dated 5th February, 1991 and also to have possession of the said unit from the said Developer in terms of the said agreement for construction dated 5th February, 1991 and the transferee has agreed to reimburse all the amounts paid by the said purchaser in respect of the said consideration of the said undivided share in the land and also in respect of the construction charges for the said unit constructed (full particulars whereof shall appear from Part-I of the third schedule hereunder written) apart from paying a nomination Bargain money of Rs.20,620/- (Rupees twenty thousand six hundred twenty) only (which amounts are to be reimbursed and paid in the manner mentioned in Part II of the



third schedule hereunder written strictly on the dates specified therefor) and the said owners and the developer have accepted the proposal and request of nomination by the purchaser in favour of the said transferee and the parties have agreed as follows :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The said purchaser doth hereby nominate appoint and constitute the said transferee for having a conveyance of the said undivided share in the lands under the said agreement dated 5th February, 1991 and also to have possession of the said unit from the said Developer under the said construction agreement dated 5th February, 1991 and the said owners and the said developer do hereby accept the said nomination and the said owners do hereby agree to grant a conveyance of the said undivided share in the said lands in terms of the said agreement dated 5th February, 1991 and the said developer doth hereby agree to make over possession of the said unit to the said transferee in terms of the said agreement dated 5th February, 1991 without objection denial or hindrance.
2. It is recorded that there are no dispute(s) of any nature whatsoever between the purchaser the owners and the developer in respect of the matters contained in the said two respective agreements both dated 5th February, 1991 and that the said agreements are subsisting and that entire amounts respectively payable to the said owners and the said developer under the said respective agreement for the construction of the said unit both dated 5th February, 1991



3. The transferee has agreed to reimburse all the amounts paid by the said purchaser in respect of the said consideration of the said undivided share of the lands and also in respect of the construction charges for the said unit constructed (full particulars whereof shall appear from Part-I of the third schedule hereunder written) apart from paying the said nomination Bargain money of Rs.20,620/ (Rupees twenty thousand six hundred twenty) only (which amounts are to be reimbursed and paid in the manner mentioned in Part-II of the third schedule hereunder written).
4. The developer agrees that as and when the said unit will be completed the possession thereof will be given to the said transferee and the transferee will be liable to pay maintenance charges and other amounts agreed to be paid by the purchaser under the said two agreements respectively dated 5th February, 1991 as if the transferee is the party to the said respective agreements in the place and stead of the said purchaser, it being clarified that the maintenance charges will be borne by the transferee from the date of receiving possession of the said unit.
5. The transferee doth hereby accept and agree to abide by all the terms and conditions and perform all the terms and conditions and fulfil all the commitments and obligation (save those which have been already fulfilled) and to be abided by and performed on the part of the purchaser as contained in the said two respective agreements both dated 5th February, 1991.



6. (i) The above appointment and nomination in favour of the transferee shall be irrevocable.

(ii) It is hereby agreed by and between the parties that by virtue of this agreement the Transferee shall be deemed to have been substituted in the place and stead of the purchaser under the said Sale Agreement and Construction Agreement as if the Transferee was the party in the said Sale Agreement and the Construction Agreement in the place and stead of the purchaser and it shall be deemed to be a novation of the said Sale Agreement and the Construction Agreement.

(iii) The purchaser shall not claim any right, title and interest or demand specific performance of the said Sale Agreement or the Construction Agreement from the owners or Developer.

7. The Owners and the Developer do and each of them doth hereby covenant with the Transferee as follows :

- a) To accept the Transferee as the nominee of the purchaser in its place and stead as if the Sale Agreement and the Construction Agreement had been entered into between the Transferee, the Owners and the Developer herein.
- b) To execute and/or cause to be executed the Deed of Conveyance or Conveyances in terms of the said Sale Agreement for the consideration mentioned in the said Sale Agreement.



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c) The transferee shall be entitled to sell or transfer his right, title and interest under the said Sale Agreement and the Construction Agreement and no consent of the owners or the developer shall be required in that regard and these presents by themselves shall be treated as a consent.

d) On receiving possession of the said unit and on payment of all the dues of whatsoever nature owing the Transferee shall be entitled to let out, grant long term lease or other deal with the said unit as the absolute owners thereof without any hindrance or interference from the owners or the developer.

e) Not to interfere with the quite and peaceful enjoyment of the said flat by the transferee in any maner shatsoever.

8. The transferee shall be always and absolutely entitled to the benefits of the covenants reserved for the purchaser under the said agreements dated 5th February, 1991 and the purchaser also covenants with the transferee as follows :-

a) To sign and execute all such papers and other documents and to register the same at the cost of the transferee as may be reasonably required by the said transferee for perfecting the rights of the said transferee in respect of the said unit and undivided share in the land etc.

b) If necessary to execute a deed of assignment and release in such form as shall be approved by the said transferor



for transferring and assigning the rights of the said transferee in the said original agreements respectively dated 14th June, 1990 if at any time the same is required to be executed at the instance of the transferee the costs of preparation stamping registration and fees for Advocates shall be borne and paid by the transferee.

c) The transferee shall be entitled to transfer its right title and interest hereunder and also under the said two original agreements both dated 5th February, 1991 and no further consent of the Purchaser and the owners and the developer shall be required in that behalf.

d) The rights (under the said two agreements) of the purchaser shall be held and possessed by the said transferee without any obstruction, interference, claims demands restrictions or hindrance of the said purchaser, owners and the developer.

9. The said transferee hereby covenant and agree with the said purchaser and the owner and the developer that the said transferee shall remain responsible to and shall accordingly duly fulfil observe and perform and carry out all the terms of the said two agreements both dated 5th February, 1991 (except those which have been already fulfilled) required to be fulfilled observed performed and carried out by the purchaser and to keep the purchaser indemnified against all such liabilities and costs and consequences arising due to failure to do so and that the transferee shall always also observe all such terms, conditions, rules and regulations



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applicable to the said unit.

10. The said owners and/or the developer shall be entitled to seek compliance performance and observance of all the terms and conditions and covenants contained in the said two several agreements both dated 5th February, 1991 from and by the transferee (save those which have been already been complied with) in the same manner and to the same extent which are to be complied with performed observed and fulfilled by the purchaser and which they would have sought against the purchaser as if the transferee was the party to the agreements in the place and stead of the purchaser.
11. Courts of Calcutta shall be having jurisdiction to entertain try and determine any action out of the proceeding arising under this agreement and/or under the respective two agreements both dated 5th February, 1991.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Particulars of the said Premises)

ALL THAT piece and parcel of land containing an area of 11 Cottahs 7 Chittacks 43 sft. and being present municipal premises No. 40/34, Diamond Harbour Road, Behala, Calcutta, within the limits of the Calcutta Municipal Corporation (S.S. Unit) within C.M.C. Ward No. 119 P.S. and S.R. Behala in Mouza Sahapur and in the District of South 24-Parganas and butted and bounded as follows :-

ON THE SOUTH : Partly by premises No. 90/31, Binova Bhava Road and partly by premises No.18B, James Long Sarani, Calcutta.



ON THE NORTH : Partly by premises No. 102, Diamond Harbour Road, and partly by lands owned by Sri Somnath Dey.

ON THE WEST : By a fifteen feet wide passage.

ON THE EAST : By Municipal Road known James Long Sarani, Calcutta.

OR HOWSOEVER OTHERWISE the same is butted bounded called known numbered distinguished or reputed so to be.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Particulars of the said Unit)

ALL THAT Unit numbered 04 and measuring 1031 sq. ft. and lying situated in the ground floor of Mani Villa Building at the said premises which unit is shown with red borders on the plan marked 'A' thereof hereto annexed and TOGETHER WITH the proportionate indivisible variable share in the lands of the said premises more fully described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART - I

Particulars of (A) the consideration of the undivided share of land paid by the purchaser to the Owners (B) the construction cost and other charges for the said flat paid by the purchaser to the said developer and (C) the said nomination Bargain Money payable by the said transferee to the said Purchaser in terms of these presents.



(i) Payment in terms of the said agreement for transfer of land rights.

Rs. 82,480.00

(ii) Cost of stamps & registration charges (subject to change as per actuals)

Rs. 13,900.00

(iii) Engrossing and expenses incidental to registration including copying charges and miscellaneous charges.

Rs. 4,500.00

1,00,880.00

(1) Payment of construction charges for the said unit in terms of the said agreement for construction.

Rs. 6,18,600.00

(ii) Proportionate cost of water
Filtration Plant for the aforesaid
unit of 1031 sft.

Rs. 3,402.30

(iii) Works Contract Tax calculable @ 4% on the value mentioned in (i) and (ii) above.

Rs. 24,880.09

(iv) Interest free Security Deposit
@ Rs. 5/- per sft. on 1031 sft.

R8. 5,155.00

6,52,037.39

payment of nomination bargain money in
terms of these presents

20,620.00

Total amount payable in terms of these presents.

7,73,537.39



(Rupees seven lakhs seventy three thousand five hundred thirty seven and paise thirty nine) only.

PART - II

The said amount of Rs.7,73,537.39 (Rupees seven lakhs seventy three thousand five hundred thirty seven and paise thirty nine) only being reimbursement and/or payment in terms of these presents is to be paid by the Transferee to the Purchaser by 31st of August, 1993.

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED by the
PURCHASER at Calcutta in the presence of :-

For GANGA VISNU ACHARYA (H.U.F.)

G. V. Acharya

G. V. ACHARYA
KARTA

*Witness
Ramalal Sengupta
SS, Keelipara,
Kharidpur.*

For JAMES LONG PROPERTIES PVT. LTD.

Meera Thunhura

SIGNED SEALED AND DELIVERED by the
OWNERS at Calcutta in the presence of :-

Director/Const. Attorney

For NIHAJKA CONSTRUCTIONS PVT. LTD.

Director

Director/Const. Attorney

*Witness
Ramalal Sengupta
SS, Keelipara,
Kharidpur.*

SIGNED SEALED AND DELIVERED by the
DEVELOPER at Calcutta in the presence of :-

For MANASIA INDUSTRIES LTD.
Manasia Industries Ltd.
MANASIA INDUSTRIES LTD.

*Witness
Ramalal Sengupta
SS, Keelipara,
Kharidpur.*

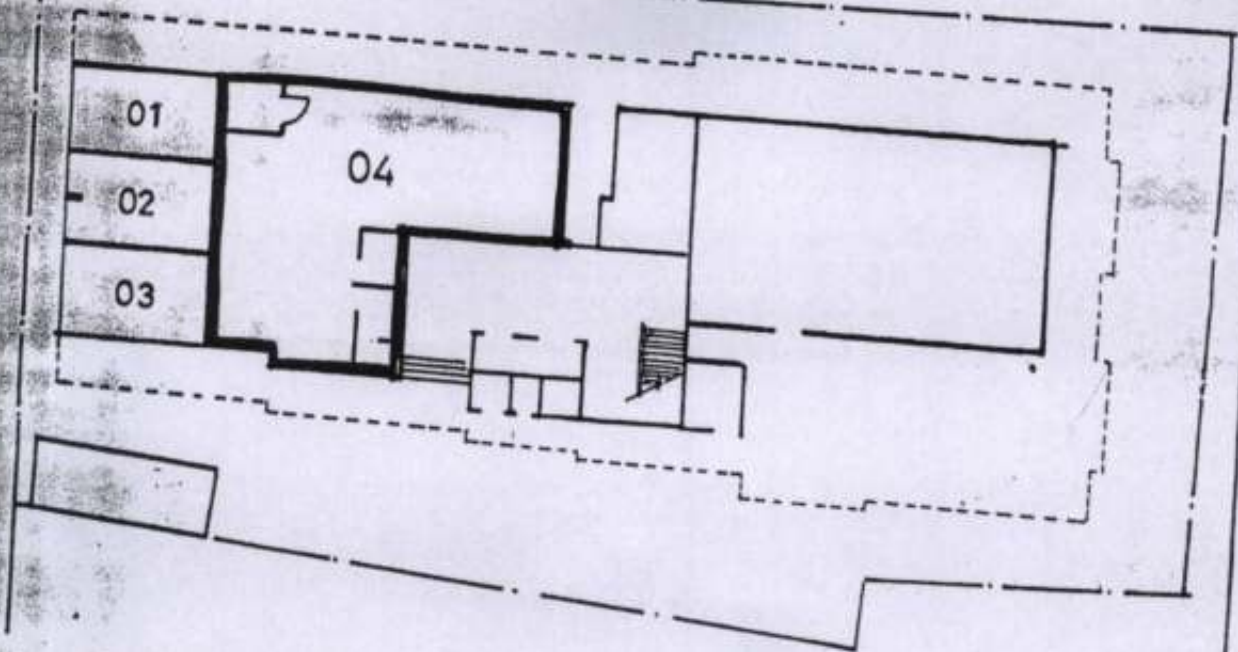


SIGNED SEALED AND DELIVERED by the
TRANSPEREE at Calcutta in the presence of :-

VISA AGRO INDUSTRIES PVT. LTD.
Sand Agrawal
Director.

A. Mittal
(A. Mittal)
5B Empress Tower
42A, Shakerpore Enclave
Calcutta - 700 17





GROUND FLOOR PLAN

PLAN FORMING PART OF THE FOREGOING
DOCUMENT WHEREIN SHOWN MARKED WITHIN
RED BORDERS IS THE OUTLINE OF ALL THAT
UNIT NO. 04 ON THE ~~SIDE OF THE~~
GROUND FLOOR OF MANI VILLA BUILDING.

scale 1:200



For NIHARIKA CONSTRUCTIONS PVT. LTD.

[Signature]
Director/Const. Attorney

For JAMES LONG PROPERTIES PVT. LTD.

[Signature]
Meena Jhunjhunwala
Director/Const. Attorney

VISA AGRO INDUSTRIES PVT. LTD.

[Signature]
Director

TEASE SGLS

CONSTRUCTIONS (INDIA) PVT. LTD.

[Signature]
MANAGING DIRECTOR

For GANGA VISHU ACHARYA (H.U.P)

[Signature]
G. V. ACHARYA
KARTHA

DATED THIS 12th DAY OF August 1993.

BETWEEN

GANGA VISHNU ACHARYA - (HUF)

.....PURCHASER

A N D

JAMES LONG PROPERTIES PVT. LTD. AND
NIHARIKA CONSTRUCTIONS PVT. LTD.

.....OWNER

A N D

TEAGE TOOLS & CONSTRUCTIONS (INDIA)
PRIVATE LIMITED.

.....DEVELOPER

A N D

VISA AGRO INDUSTRIES (PVT) LTD.,

.....TRANSFERE

AGREEMENT

B.M. Bagaria & Co.,
Solicitors & Advocates,
6, Old Post Office Street,
Calcutta - 700 001.