



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

88AA 892694

AGREEMENT TO SALE

1. **Date:** 27th August, 2015
2. **Place:** Kolkata
3. **Parties**
 - 3.1 **LGW Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Narayanpur, Post Office Rajarhat-Gopalpur, Kolkata-700136, District North 24 Parganas (CIN-U26101WB1984PLC037792) [PAN AAACL4670N], being represented by its Company Secretary, Mr. Abhishek Kumar [PAN ATXPK4240N], son of Ajay Kumar Pandey, residing at Flat C2, Satyam Apartment, FD 10/1, Swamijipally, North 24 Parganas, P.O. Jyanga, P.S. Baguiati, Kolkata-700 059, being authorized vide Board Resolution dated 27th February, 2015

(Owner, includes successor-in-interest and assigns)

And

✓ *Pracawia*

For LGW Limited
Abhishek Kumar
Abhishek Kumar
Company Secretary

For MKHS REALTY LLP

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Authorised Signatory

For *Pracawia DOKAWIA*
MKHS REALTY LLP
Pracawia DOKAWIA
Authorised Signatory

- 3.2 **MKHS REALTY LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008 (**LLPIN AAB-8951**), having its registered office at Unit No. 1305, 13th Floor, Tower-II, Godrej Waterside, Plot No.5, Block-DP, Sector-V, Salt Lake, Kolkata- 700091, West Bengal (**PAN AAXFM7583K**), being represented by one its partner, Mounthill Realty Private Limited, a company within the meaning of the Companies Act, 1956, and Companies Act 2013 (to the extent applicable), (**CIN U45209WB2009PTC134676**) [**PAN AAGCM0376G**], having its registered office at DN 24, Matrix Tower, 1st Floor, Suite 104 Salt Lake, Sector V, Kolkata 700091, through its authorized signatory Hemont Kumar Sikaria (**DIN 02560079**).

(Developer, includes successor-in-interest and assigns)

And

- 3.3 **Mr. Sanjay Kumar Dokania (Main Applicant) (PAN AEIPD7660R)**, s/o Mr. Om Prakash Dokania, residing at Diamond City South, Flat No. 12B, Tower-01, 58-M.G. Road, Tollygunj, P.O. Paschim Putiari, P.S. Haridevpur, Kolkata-700 041 and **Mrs. Ranjana Dokania (Co-Applicant) (PAN AEDPC9885N)**, w/o Mr. Sanjay Kumar Dokania, residing at Diamond City South, Flat No. 12B, Tower-01, 58-M.G. Road, Tollygunj, P.O. Paschim Putiari, P.S. Haridevpur, Kolkata-700041.

(Buyer, includes successors-in-interest)

Owner, Developer and Buyer referred to as such or as **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Said Flat And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Flat: Residential Flat No. 4E, Fourth Floor, super built-up area approximately 1462 (One Thousand Four Hundred Sixty Two) square feet (Said Flat), in the Block No.11 (Eleven) [Said Block]**, described in **Part I** of the 2nd Schedule below, in the proposed G+10 (ground plus ten) storied building of the project named "**The Pyramid**" (**Said Complex**), to be constructed on a divided and demarcated portion of land comprised in *Mouza* Gopalpur, J.L. No. 02, Holding No. RGM 5/03, BL-I, Narayanpur, under Ward No. 5 of Rajarhat-Gopalpur Municipality (**RGM**), Kolkata-700136, Police Station Airport, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], District North 24 Parganas (**Said Property**), described in **Part I** of the 1st Schedule below.

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the 2nd Schedule below (**Said Parking Space**), if any.

4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Complex as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 3rd Schedule below (collectively **Common Portions**).



For MKHS REALTY LLP

[Signature]
Authorised Signatory

✓ Ranjana Dokania

✓ Dokania

21. Rules of Interpretation

- 21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include other genders.
- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 21.3 **Schedules:** Schedules appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

Anjama Dokeria

1st Schedule Part I (Said Property)

Land measuring 128.95 (one hundred twenty eight point nine five) *decimal*, more or less, comprised in R.S./L.R. *Dag* Nos. 3295, 3294, 3309, 3310, 3291, 3311, 3312, and 3315, all recorded in L.R. *Khatian* No. 4835, *Mouza* Gopalpur, J.L. No. 02, being Holding No. RGM 5/03, BL-I, Narayanpur, under Ward No. 5 of Rajarhat-Gopalpur Municipality, Police Station Airport, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], District North 24 Parganas.

1st Schedule Part II (Devolution of Title)


1. By virtue of 17 (seventeen) registered Deeds of Conveyance (collectively **Said Deeds**), the Owner purchased the Said Property from several persons, free from all encumbrances and for the consideration mentioned in the Said Deeds. The registration details of the Said Deeds are given below:

Sl. No.	Date	Book No.	Volume No.	Pages	Deed No./Year
1	27/12/1999	I	138	7-14	5462/1999
2	27/12/1999	I	137	397-404	5460/1999
3	27/12/1999	I	138	27-32	5456/1999
4	27/12/1999	I	138	27-32	5465/1999
5	13/08/1999	I	86	161-166	3436/1999

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For MKHS REALTY LLP


Authorised Signatory
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6	13/08/1999	I	86	153-160	3435/1999
7	23/08/1999	I	88	53-60	3516/1999
8	27/12/1999	I	137	377-382	5457/1999
9	27/12/1999	I	138	33-38	5466/1999
10	27/12/1999	I	138	1-6	5461/1999
11	27/12/1999	I	138	1-6	5461/1999
12	27/12/1999	I	38	289-296	1535/1999
13	27/12/1999	I	38	289-296	1535/1999
14	14/07/2000	I	98	191-198	3947/2000
15	27/12/1999	I	138	15-20	5463/1999
16	30/07/2007	I	4	3470-3493	5516/2007
17	29/11/2000	I	168	205-214	6711/2000

✓ Anjana Dokaria

2. **Mutation:** The Owner has mutated its name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 4835 with regard to the Said Property.
3. **Absolute Ownership of the Owner:** In the abovementioned circumstances, the Owner has become the sole and absolute owner of the Said Property, free from all encumbrances.

**2nd Schedule
Part I
(Said Flat)**

Residential Flat No. 4E, Fourth Floor, super built-up area approximately 1462 (One Thousand Four Hundred Sixty Two) square feet in Block No.11 (Eleven), in the proposed G+10 (ground plus ten) storied building comprised in the Said Complex named "The Pyramid", the Said Block to be constructed on the Said Property described in the 1st Schedule above.

**Part II
(Said Parking Space)**

The right to park 1 (One) medium sized car/s and/or 2 (Two) two wheeler/s in the covered space in the Ground Floor of any block in the Said Complex OR 1 (One) medium sized car/s and/or 2 (Two) two wheeler/s in the ground level of the Said Property, which (1) shall be allotted to the Buyer after completion of construction of the Said Complex and the allotment will be made on the first-cum-first-allotted basis depending on the submission of the application form (2) can only be used for parking of a medium sized motor car/two wheeler of the Buyer, as the case may be, and not for any other purposes.

✓ Praveen

**Part III
(Said Flat And Appurtenances)
[Subject Matter of this Agreement]**

The Said Flat, being the flat described in Part I of the 2nd Schedule above.



For MKHS REALTY LLP

[Signature]
Authorised Signatory