



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

92AA 203259

AGREEMENT

1. Date: 25th September, 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 Managing Director, Anurag Gupta (DIN 03379018), son of Sanjay Kumar Gupta, working for gain at Narayanpur, Post Office Rajarhat-Gopalpur, Kolkata-700136, District North 24 Parganas
(Owner, includes successor-in-interest and assigns)

For MKHS REALTY LLP

[Signature]
Authorised Signatory

[Signature]
[Signature]



And

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

And

- 3.3 Mrs. Anita Mamidi (Pan: AGSPM2160M) wife of Mr. Mamidi Venkata Aravind and Mr. Mamidi Venkata Aravind (Pan: AKWPM4746M) son of Mr. Jawaharlal Mamidi both residing at 68, Jessore Road, Diamond City North, Flat - 1B, Block - 21, Kolkata - 700055, West Bengal, India.

(Buyer, includes successors-in-interest)

Owner and Developer collectively Sellers

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.14-1/A, 1st Floor, super built-up area approximately 1536 sq ft (One Thousand Five Hundred and Thirty Six Only) square feet (Said Flat), in the Block No.14 (Fourteen) [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-1, 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

[Signature]
[Signature]

Five Lac Eighty Four Thousand Eight Hundred and Ninety Six Only) [Base Price] And for the Said Parking Space, if any, is Rs.4,00,000/- (Rupees Four Lac Only) [Car Park Price] And Preferential Location Charges (PLC), if any, is Rs.76,800/- (Rupees Seventy Six Thousand Eight Hundred Only), the Base Price, the Car Park Price and the PLC, aggregating to Rs.60,61,696/- (Rupees Sixty Lac Sixty One Thousand Six Hundred and Ninety Six Only) [collectively Total Price] plus applicable Service Tax, which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party provided however the Total Price shall vary in the manner mentioned in Clause 6.1.4 above and does not include the Mandatory Costs and Deposits (defined in Clause 8.4 below).

It is expressly agreed and understood by the Buyer that if at any point of time, any law or rule or regulation comes into force whereby the Developer and/or the Owner become obliged to charge the Buyer on the basis of the carpet area of the Said Flat, in that event the Total Price for the Said Flat to be paid hereunder shall be deemed to be the Total Price charged on the basis of the carpet area of the Said Flat and the Buyer agrees to keep the Developer and/or the Owner indemnified in respect thereof.

- 8.2 **Payment of Total Price:** The Total Price, the Service Tax and the Mandatory Costs and Deposits (defined in Clause 8.4 below) shall be paid by the Buyer in the manner mentioned in the chart below, as be applicable to the Buyer, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Mandatory Costs and Deposits and all other amounts agreed to be paid or deposited under this Agreement.

Chart: Construction Linked Installment Payment Chart (Self-financed or Bank-financed):

Payment Schedule		
1	Booking Amount	Rs.3,00,000/- (Base Price + PLC + Car Park Price after adjusting Booking Amount) + Documentation Charges + Applicable Service Tax
2	On Signing of this Agreement	20% (Base Price + PLC + Car Park Price) + Applicable Service Tax
3	On Foundation	10% (Base Price + PLC + Car Park Price) + Applicable Service Tax
4	On Ground Floor Roof Casting	10% (Base Price + PLC + Car Park Price) + Applicable Service Tax
5	On 1st Floor Roof Casting	5% (Base price + PLC + Car Park Price) + Applicable Service Tax
6	On 2nd Floor Roof Casting	5% (Base Price + PLC + Car Park Price) + Applicable Service Tax
7	On 3rd Floor Roof Casting	5% (Base price + PLC + Car Park Price) + Applicable Service Tax
8	On 4th Floor Roof Casting	5% (Base Price + PLC + Car Park Price) + Applicable Service Tax + 50% of Mandatory Costs and Deposits (which excludes Maintenance Deposit, Sinking Fund and Tax Deposit)
9	On 5th Floor Roof Casting	5% (Base Price + PLC + Car Park Price) + Applicable Service Tax
10	On 6th Floor Roof Casting	5% (Base Price + PLC + Car Park Price) + Applicable Service Tax
	On 7th Floor Roof Casting	5% (Base Price + PLC + Car Park Price) + Applicable Service Tax

For MKHS REALTY LLP

Authorized Signatory

[Signature]

11			Service Tax (Base Price + PLC + Car Park Price) + Applicable Service Tax + 50% of balance Mandatory Costs and Deposits (which includes Maintenance, Sinking Fund and Tax Deposit)
12	On 8th Floor Roof Casting	5%	(Base Price + PLC + Car Park Price) + Applicable Service Tax
13	On 9th Floor Roof Casting	5%	(Base Price + PLC + Car Park Price) + Applicable Service Tax
14	On 10th Floor Roof Casting	5%	(Base Price + PLC + Car Park Price) + Applicable Service Tax
15	On Completion of Brick Work	5%	(Base Price + PLC + Car Park Price) + Applicable Service Tax
16	On or Before Possession	5%	(Base Price + PLC + Car Park Price) + Applicable Service Tax

- 8.3 **Notice for Payment:** On happening of each event mentioned in Sl. No. 1 to 16 of Chart above, as applicable, the Developer shall give written notice (by email, to the Email ID supplied by the Buyer in the Application Form) to the Buyer (Payment Notice), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 12.2 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the applicable Chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Mandatory Costs and Deposits shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favoring "MKHS REALTY LLP" or such name as may be notified by the Developer.

- 8.4 **Mandatory Costs and Deposits:** In addition to the Total Price, the Buyer shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Mandatory Costs and Deposits**), proportionately or wholly (as the case may be), with service tax thereon, towards:

- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately.

- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the 3rd Schedule below) and improved specifications of construction of the Said Flat and/or the Said Block over and above the specifications described in the 4th Schedule below (Specifications), proportionately.

- 8.4.3 **Transformer and Electricity:** obtaining HT/LT electricity supply from the supply agency, which is Rs.125/- (Rupees one hundred and twenty five) per square feet, based on the super built-up area of Said Flat. It excludes the security deposit money for the electric meter.

- 8.4.4 **WBSEDCL/CESC Meter & Connection Charges:** charges of the supply agency for providing electricity meter and connection charges, at actuals.

- 8.4.5 **Cost for Power Back-Up:** Cost for Power back-up will be applicable as follows:

For 2 BHK	750 (seven hundred & fifty) Watt	Rs.30,000/- (Rupees thirty thousand)
For 3 BHK	1000 (one thousand) Watt	Rs.50,000/- (Rupees fifty thousand)
For 4 BHK	1250 (one thousand two hundred & fifty) Watt	Rs.60,000/- (Rupees sixty thousand)

For MKHS REALTY LLP

Authorized Signatory

[Signature]



Land measuring 137.91 (one hundred thirty seven point nine one) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 3280, 3284, 3285, 3291 and 3297 all recorded in L.R. *Khatian* No. 4835, *Mauza* 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 21 (twenty one) 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	Being No./ Year
1.	27/12/1999	I	138	39-44	5467/1999
2.	05/05/2008	I	CD- 6	630-653	5747/2008
3.	14/03/2008	I	CD- 4	5616-5638	3752/2008
4.	24/03/2000	I	41	83-90	1638/2000
5.	11/01/2000	I	38	319-326	1538/2000
6.	09/05/2000	I	68	267-276	2708/2000
7.	27/12/1999	I	138	7-14	5462/1999
8.	27/12/1999	I	137	397-404	5460/1999
9.	10/11/2000	I	153	159-166	6084/2000
10.	14/12/2000	I	181	311-320	7284/2000
11.	18/05/2001	I	170	111-124	3227/2001
12.	19/05/2000	I	70	357-364	2796/2000
13.	17/09/1999	I	99	131-138	3980/1999
14.	16/08/2000	I	117	163-170	4683/2000
15.	15/10/1996	I	11	497-507	360/1997
16.	15/12/2000	I	181	293-302	7282/2000
17.	20/07/2001	I	271	27-42	05110/2001
18.	30/11/1994	I	18	105-112	791/1995
19.	28/02/2001	I	95	235-246	01794/2001
20.	27/02/2001	I	74	277-294	01382/2001
21.	27/02/2001	I	75	16-33	1385/2001

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.14-1/A, 1st Floor, having super built-up area of approximately 1536 sqft (One Thousand Five Hundred and Thirty Six) square feet, in Block No. 14, 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.

For MKHS REALTY LLP
Mh
Authorized Signatory

H. Mita
M. Prasad



**Part II
(Said Parking Space)**

The right to park 01 (ONE) medium sized car/s and/or - (NIL) two wheeler/s in the covered space in the Ground Floor of any block in the Said Complex and - (NIL) medium sized car/s and/or - (NIL) 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.

**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.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprising a part of the Said Property, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the 2nd Schedule above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the 3rd Schedule below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Easement Rights over the Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Block, Said Complex and Other Projects, subject to the terms and conditions of this Agreement.

**3rd Schedule
(Common Portions)**

- Entrance Lobby at the ground level of the Said Block
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Block
- Intercom Network in the Said Block
- Broadband connection in the Said Block, if any
- Lift(s) and allied machineries in the Said Block
- Common Roof
- Lobbies on all Floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block, if any
- Firefighting system in the Said Block
- External walls of the Said Block
- Stair Room

For MKHS REALTY LLP

Mh
Authorized Signatory

H. Mita

22. Execution and Delivery

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Munish Kumar Sinha
CONSTITUTED POWER OF ATTORNEY

(LGW Limited)
[Owner]

For MKHS REALTY LLP

M
Authorised Signatory

(MKHS REALTY LLP)
[Developer]

Mrida
Mrida
[Buyer]

Witnesses:

Signature <i>Sreya Dey Saha</i>	Signature _____
Name <i>SREYA DEY SAHA</i>	Name _____
Father's Name <i>Sanjoy Kr. Dey</i>	Father's Name _____
Address <i>Between gate NO - 1 & 2</i>	Address _____
<i>1st floor Salt Lake Stadium K-1-98</i>	_____