

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this _____ day of _____, Two Thousand and Twenty-Three

BY AND BETWEEN

PAWAN PROPERTIES, (PAN: AAKFP5902E) a partnership firm within the meaning of the Indian Partnership Act, 1932 having its principal place of business at 46, Shakespeare Sarani, P.O.- Shakespeare Sarani, P.S.- Shakespeare Sarani, Kolkata- 700 017 represented by its constituted attorney, Mr. Anand Neotia, (PAN No. [•]; AADHAAR [•]) son of [•], residing at Tirupati Enclave, 4th Floor, 90N, Block-E, New Alipore, P.O. [•], P.S. [•], Kolkata – 700053, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**;

AND

Mr./Ms. [•] (Aadhar No. [•] / (PAN No.[•]) son/daughter of [•], aged about [•], residing at [•], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **OTHER PART**;

[Please insert details of other allottees(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the property more fully described in the **Part-I of the SCHEDULE-A** hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the **"Project Land"**). The devolution of title of the Promoter to the said Project Land is described in **Part II of the Schedule A** hereunder written.
- B. The Project Land is intended for the purpose of development of an integrated real estate project thereon presently named as **"Orbit Bella"**, comprising of a B+G+12 storeyed building wherein the 3rd to 10th floors shall consist of residential apartments alongwith such areas, amenities and facilities which are earmarked for the exclusive use of the allottees and/or occupiers of the residential segment including and more particularly described in **Part I of the Schedule C** hereunder written (hereinafter referred to as the said **"Residential Common Areas, Amenities and Facilities"**) (collectively hereinafter referred to as the said **"Residential Segment"**) and the ground to 2nd floors shall consist of commercial spaces/ units, (hereinafter referred to as the said **"Commercial Segment"**), and the car parking spaces, other built-up areas or spaces and other common areas, amenities and facilities, which are earmarked and meant for the use of both the allottees of both the said Residential Segment and the said Commercial Segment and more particularly described in **Part II of the Schedule C** hereunder written (hereinafter referred to as the said **"Project Common Areas, Amenities and Facilities"**) and hereinafter collectively referred to the as the said **"Project"**.
- C. By a Management and Operation Agreement dated 2nd January, 2023 entered into between the Promoter and Orbit Tirupati Towers Pvt. Ltd (**"Orbit"**), Orbit, at and for the consideration mentioned therein, has agreed to manage, and supervise the construction of the Project and assist in the sale of apartments and units comprised therein. The Promoter has permitted Orbit to use and/or associate its Brand Name with the instant Project. Orbit owns and possesses the intellectual property rights of the brand 'Orbit' (**"Brand Name"**), and has agreed to permit the use of the Brand Name as contemplated in this Agreement.

- D. The Parties are fully competent to enter into this Agreement and all formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- E. The Kolkata Municipal Corporation has approved the commencement of construction of the proposed project vide its approval dated Sanctioned the Building Plan vide B.S.No. 2022070065 dated 23rd July, 2022.
- F. The Promoter has obtained the sanction of a single integrated building plan proposing development and construction of a mixed use B+ G+ 12 storeyed building from the Kolkata Municipal Corporation being B.S. No. 2022070065 dated 23rd July, 2022 (**Plan**). All approvals for the proposed Project and also for the apartment and the building, as the case may be, have also been obtained by the Promoter. The Promoter agrees and undertakes that it shall not make any changes to these approved plans save and except the modification and/or changes as approved under Real Estate (Regulation & Development) Act, 2016 .
- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration No. _____.
- H. The Allottee has applied for allotment of a residential apartment in the Project vide application No. [■] dated [■] and has been allotted Apartment No.[■] having carpet area of [■] square feet, more or less, built up area of [■] square feet, more or less, Super Built Up area of [■] square feet, with an exclusive open terrace adjoining the Apartment containing a built up area of [■] sq ft (50% of the same shall be constituted as chargeable area) amounting to agreed chargeable area of [■] sq. ft. , on the [■] floor together with the right to park [■] medium-sized car(s) in the Parking Space No. [■] as permissible under applicable laws, ("**said Parking Space**") all morefully mentioned in **Part - I** of the **Schedule B** hereto, and hereinafter collectively referred to as the "**said Apartment**", to be developed in accordance with the Specifications as mentioned in **Part - II** of the **Schedule B** hereto **TOGETHER WITH** the pro rata right in the Residential Common areas, Amenities and Facilities of the Project as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the

Project as and when they are constructed or made ready and fit for use, **AND** the layout of the said Apartment and the said Parking Space is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"**.

- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The additional disclosures/details agreed between the parties are contained herein. At or before execution of this Agreement, the Allottee has been made expressly aware and after considering what has been disclosed to the Allottee, the Allottee has acquainted himself/ itself and has understood without any reservation, the following:
 - (i) That the proposed project shall comprise of two segments being the Residential Segment and the Commercial Segment in a B+G+ 12 storeyed building wherein the 3rd to 10th floors shall consist of residential apartments, the 11th and 12th floors shall consist of the Retained Area (*as defined hereinafter*) and shall also provide certain amenities and facilities such as swimming pool, gymnasium, open terrace, lounge area along with such areas, amenities and facilities, being a part of the said Residential Common Areas, Amenities and Facilities, which are earmarked for the exclusive use of the allottees and/or occupiers of the Residential Segment and their guests. The ground to 2nd floors shall consist of commercial spaces/ units, and the Allottee(s) of such Commercial Segment shall have the exclusive use of the Commercial Segment along with the pro rata right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottee(s) of the Residential Segment and the Commercial Segment of the Project.. The Allottee having understood the same, hereby accords his/her/ its consent to the proposed scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.
 - (ii) That the proposed Commercial Segment shall be open for public at large and shall not be exclusively for the use and enjoyment of the allottees and/or occupiers of the Orbit Bella. The Allottee further agrees and hereby records its consent not to

claim any rights over such Commercial Segment or on any part thereof, in any manner whatsoever and shall have no objection that the proposed Commercial Segment and the units therein being transferred and/or allotted by the Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the public at large, for such specific purpose.

- (iii) That a portion of the ultimate top floor of the Building shall be retained by the Promoter and Orbit which shall be used by Promoter and Orbit as per their own requirement and at their sole discretion and such portion of the constructed area and the roof shall not be deemed to be a part of the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities and hence no right or share therein or in respect thereof is at all offered or agreed to be sold or granted to the Allottee under or by this Agreement, and such portion shall always be and be deemed to have been built, constructed and reserved for the own and exclusive use and enjoyment by the Promoter and Orbit and their guests from time to time in respect of which only the Promoter and Orbit shall have exclusive roof area rights (“**Retained Area**”) and in respect of which the Allottee, other apartment owners and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever **AND** the layout of the said Retained Area is delineated in Blue colour on the Plan annexed hereto and marked as **Annexure “2”**. The Allottee hereby records its consent that the Allottee neither has nor shall ever have or make or raise any claim of any nature whatsoever with respect to the Retained Area and/or the usage thereof by the Promoter and Orbit and/or their guests.
- (iv) That in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, if applicable, certain common areas and facilities may be kept as reserved for use of certain units or remain allotted to any unit to the exclusion of other units and shall be referred to as “Limited Common Areas and Facilities”.
- (v) That Save & Except those expressed or intended by the Promoter to form part of the Project Common Areas, Amenities and Facilities and the Residential Common Areas, Amenities and Facilities as defined herein and in the Schedules hereunder written, no other part or portion of the said Project shall be claimed to be part of the Project Common Areas, Amenities and Facilities, and/or the Residential

Common Areas, Amenities and Facilities by the Allottee either independently or in common with any other allottee.

- (vi) That the Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottees of certain limited apartments/units and to the exclusion of other allottees in the said Project ("**Limited Common Areas And Facilities**"). The Allottee agrees to use only the Limited Common Areas and Facilities (if any) specifically identified for the Allottee appertaining to the said Apartment. The Allottee agrees to not use the Limited Common Areas And Facilities identified for other allottees and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottees and/or the usage thereof.

- (vii) That the Project contains open, covered and multi level parking spaces as per sanctioned plan (Car Parking Areas), which are not forming part of the Project Common Areas, Amenities and Facilities, and the Residential Common Areas, Amenities and Facilities as defined herein and which can be used for parking of motor cars (Car Parking Spaces). For a regulated and disciplined use of these Car Parking Spaces, the Promoter has reserved rights to identify the use of parking spaces by the allottees in these Car Parking Spaces exclusively to the allottees who need the same and apply for the same. The Allottee is also acquainted that open parking spaces are a part of the Limited Common Areas and Facilities. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant to certain intending allottee(s) such Car Parking Spaces (including the open parking spaces as a part of the Limited Common Areas and Facilities of such allottees). The Allottee herein records its consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.

- (viii) That the Allottee has conducted its own due diligence and has satisfied itself on the title of the Promoter to the Project Land and has taken independent legal advice on the scheme of development as aforesaid and has accepted the same and hereby agrees and covenants not to raise any objection thereto or make any requisition in connection therewith

(ix) The Allottee has also inspected the Plans presently sanctioned by the Kolkata Municipal Corporation and hereby agrees and covenants not to raise any objection with regard thereto.

L. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment together with the pro rata share in the said Residential Common Areas, Amenities and Facilities and together with the perpetual irrevocable right to use and enjoy the Project Common Areas, Amenities and Facilities (as and when ready) in common with the other allottees of the Project subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in recital G hereinbefore.

1.2 The Total Price for the said Apartment based on the carpet area is Rs. [■] _/- (Rupees [■] only) ("**Total Price**"):

Sl. No.	Description	Rate Per Square (In INR)	Amount (In INR)
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A.	<p><u>Composite Price:</u></p> <p>a) Cost of Apartment and right to park car in the said Parking Space</p> <p>b) Cost of exclusive balcony measuring _____ sq ft or verandah</p> <p>c) Proportionate cost of Common Areas. with external wall thickness etc.</p>	[Please specify square rate]	[Please specify total]
	Sub-Total :		

B.	<p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator, electricity supply and installation of transformer</p> <p>(b) Association formation Charges</p> <p>(c) Legal/Documentation charges (includes the legal fees pertaining to drafting of this Agreement and the Deed of Conveyance only) excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottee at the rate of Rs. ___/- per Sq.ft.</p> <p>(d) Cost of Installation of outdoor VRV AIR Conditioning unit at the rate of Rs. ___/- per Sq.ft.</p>	<p>(a) [•]/- (Rupees [•]) only</p> <p>(b) [•]/- (Rupees [•]) only</p> <p>(c) Rs. [•]/- (Rupees [•]) only</p> <p>(d) Rs.[•]/-</p>
	SubTotal:	
	Total Price (A+B)	

In addition to the aforesaid Total Price, the following Deposits and charges shall be paid at actuals and/or as mentioned by the Promoter as per Payment Schedule:

- (a) Cost of Electricity Meter payable on actuals;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Interest Free Sinking Fund amounting to Rs.[•]/-.

- (d) Interest Free common area maintenance charges for 12 months @ Rs. 60/- per sq. ft of the super built up area of the Unit amounting to Rs. [•]/-
- (e) Refundable Interest free corporation tax deposit @Rs. 60/- per sq.ft of the super built up area of the Unit amounting to Rs. [•]/-

Notes:

The abovementioned advance common area maintenance charges and the sinking fund shall be received by the Promoter on behalf of the ultimate Maintenance Body (as hereinafter defined) and transferred by the Promoter to the Maintenance Body upon its formation subject to the provisions of Clause 11 hereunder. Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST etc and if any as per law, Cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of said Apartment.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30(thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes the cost of 1) the pro rata share in Residential Common Areas, Amenities and Facilities; and (2) the right to park car in the said Parking Space (s)/ as provided in the Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule D** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of installments payable by the Allottees by discounting such early payments @ 5% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in respect of the said Apartment or building, as the case may be except, without the previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy or completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area of the Apartment, allotted to Allottee, the Promoter shall demand the increased amount from the Allottee as per the next milestone of the

Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 1.2 of this Agreement.

- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Residential Common Areas, Amenities and Facilities and will have right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project. Since the share / interest of the Allottee in the said Residential Common Areas, Amenities and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Residential Common Areas, Amenities and Facilities along with the other allottees of the Residential Segment, maintenance staff etc. without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey the undivided proportionate title in the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities to the association of the allottees as provided in the Real Estate (Regulation & Development) Act, 2016.
 - (iii) That the computation of the Total Price of the said Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, costs of providing electric wiring, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment along with the Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Project Land and is not part of any other project or zone and shall not form a part of and /or linked except for the benefit of the Allottee. It is clarified that all the Residential Common Areas, Amenities and Facilities shall be exclusively used and

enjoyed by the allottees of the Residential Segment and the Project Common Areas, Amenities and Facilities shall be available only for use and enjoyment of all the allottees, owners and occupants of the said Project including the Commercial Segment.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. [■]/- (Rupees [■] only) as booking amount (**Booking Amount**) being part payment towards the Total Price of the said Apartment at the time of application the receipt of which, together with applicable taxes thereon, the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining Total Price and the other charges and deposits as mentioned in clause 1.2 hereinbefore in respect of the said Apartment as prescribed in the Payment Plan as morefully mentioned in **Schedule D** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan [**Schedule D**]

through A/c Payee cheque / demand draft / bankers' cheque or online payment (as applicable) in favour of [■].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee

against the said Apartment if any, in his/her/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and towards handing over the said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be in accordance with applicable laws. Similarly, the Allottees shall make the timely payments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan mentioned and described in **Schedule D** hereunder written.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the specifications of the said Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement], which has been approved by the Kolkata Municipal Corporation. The Promoter shall develop the said Project in accordance with the said plans, floor plans and specifications subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, F.A.R. and density norms and provisions prescribed by the appropriate authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Real Estate (Regulation & Development) Act, 2016 and breach of this term by the Owner shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/PLOT:**

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the said Apartment is the essence of the Agreement. The Promoter, based on the approved Plans and specifications, assures to hand over possession of the said Apartment on 31st March, 2028, unless there is

delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment of the said Apartment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter /association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **45 (forty-five) days** of receiving the completion certificate of the Project and/or the Residential Segment whichever is earlier.
- 7.3 **Failure of Allottee to take Possession of the Apartment-** Upon receiving a written intimation from the Promoter as per clause 7.2 hereinbefore, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee (**Date of Possession**). In case the Allottee fails to take possession within the time provided in clause 7.2, he shall continue to be liable to pay maintenance charges as applicable on and from the date of expiry of the aforesaid timeline of 3 (three)

months (**Deemed Date of Possession**) and it shall be deemed that the Allottee has been handed over possession of the said Apartment on and from such date.

7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the said Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, to the association of allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned (without any interest thereon) by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him/her/it due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under the Real Estate (Regulation & Development) Act, 2016 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (forty-five) days of it becoming due including compensation in the manner as provided under the Act. Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 for every month of delay, till the handing over of the possession of the said Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) Save and except as mentioned herein and as morefully mentioned in Part III of Schedule A hereunder, there are no encumbrances upon the said Project Land or the Project;
- (iv) Save and except as mentioned herein and as morefully mentioned in Part III of Schedule A hereunder, there are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the said Apartment are valid and subsisting and have been obtained. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, building, said Apartment, the Residential Common Areas, Amenities and Facilities, and the Project Common Areas, Amenities and Facilities;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas, Amenities and Facilities,

and the Residential Common Areas, Amenities and Facilities to the association of allottees or the competent authority, as the case may be;

- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Date of Possession or the Deemed Date of Possession, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land or part thereof) has been received by or served upon the Promoter in respect of the said Project Land and/or the Project to the best of their knowledge and beliefs.
- (xiii) The Project Land or any part thereof is not Waqf Property and/or Trust Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate (Regulation & Development) Act, 2016 or the West Bengal Real Estate (Regulation & Development) Rules, 2021 or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee will be

required to make the next payment of instalment of the Total Price without any interest: or

- (ii) The Allottee shall have the option of terminating the Agreement, in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (forty-five) days of receiving the termination notice.

Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021, for every month of delay till the handing over of the possession of the said Apartment to the Allottee by the Promoter.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan contained herein, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated for all ends and intent. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, mere serving of notice of termination alone by the Promoter shall be sufficient to record and effect the cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder, or in law, and no further act or other deed, document or instrument shall be required to be executed or registered by the Allottee for this purpose and the Allottee expressly agrees to the same. However, the Promoter in its sole discretion shall have the right (but not

obligation) to execute and register an unilateral Deed of Cancellation in the nature of a declaration to record the fact of such cancellation, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of the Total Price and the extras and deposits as mentioned in clause 1.2 herein and all other charges due hereunder and/or upon fulfillment of obligation of the Allottee under this Agreement, the Promoter shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Residential Common Areas, Amenities and Facilities within 3 (three) months from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies /penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID APARTMENT/PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees..

11.2 Formation of Association:

11.2.1 The allottees of the Residential Segment shall form an association and the Residential Common Areas, Amenities and Facilities shall be handed over to such Association. The Allottee is aware that the Project Common Areas, Amenities and Facilities shall be maintained by a professional facility management company as may be appointed by the Promoter from time to time. It shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time-to-time sign and execute

the application for registration and the other papers and documents necessary for the same. The Allottee shall pay the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Project Common Areas, Amenities and Facilities, and the Residential Common Areas, Amenities and Facilities. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

11.2.2 The Promoter shall hand over the Project Common Areas, Amenities and Facilities in the manner aforesaid upon formation of the Association, the Promoter shall hand over the Project Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under applicable laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep the Promoter fully saved, harmless and indemnified in respect thereof.

11.2.3 So long as the maintenance of the Project Common Areas, Amenities and Facilities are not taken over by the association, the maintenance activities will be operated by the Promoter or through its nominees and the maintenance charges for the same shall be as may be decided by the Promoter or its maintenance agency for providing such maintenance. The Promoter shall also be entitled to a management fee calculated at 15% of the total maintenance charges together with applicable GST.

11.3 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled

into a Sinking Fund (“Sinking Fund”). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest.

- 11.4 The Allottee, on or before possession, is required to deposit an amount equivalent to 1 (One) year's estimated maintenance charges (“**Maintenance Deposit**”) as would be so determined by the Promoter. The Allottee agrees and acknowledges that such Maintenance Deposit shall be handed over to the Association by the Promoter, without any interest after adjusting/ deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Maintenance Deposit to the respective Association. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee within 15 (fifteen) days of a demand made by the Association with respect thereto. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Maintenance Deposit due to the above adjustments or otherwise after the handover of the Maintenance Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- 11.5 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the building (House Rules) and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or other occupiers of the building and/or the Project.
- 11.6 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the

common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project for which the Promoter shall not be held liable.

- 11.7 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 11.8 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/building and if the annual maintenance contracts are not done/renewed by the allottee and/or the Association, the Promoter shall not be

responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary for the Allottee to provide the Promoter or its men agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Promoter shall be relieved of its obligations contained hereinbefore. The Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13. **RIGHT OF ALLOTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTAINENCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of common areas, amenities and facilities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the

maintenance agency appointed by it) and performed by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter /maintenance agency/association of allottees shall have the right of unrestricted access of all common areas, amenities and facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to make necessary repairs and maintenance and to set right any defect.

15. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the buildings, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in

good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or the Residential Common Areas, Amenities and Facilities and Project Common Areas, Amenities and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Plot. The Allottee shall plan and distribute his/her/its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), morefully described in **Schedule E** hereunder written.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been finally approved by the competent authority(ies) except for as provided in the Act.

19. **OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, in that event serving of notice for termination by the Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and

no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same.

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment, as the case may be.

23. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations will go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of Allottee and/or other allottees. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s), the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

28. **FURTHER ASSURANCES:**

All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [■] Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office

of the Sub-Registrar at [■](Specify the address of the Sub-Registrar) . Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:

[■] Name of Allottee

[■] (Allottee Address)

[■] (Promoter name)

[■] (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. **JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, , as the case may be prior to the execution and registration of this Agreement for Sale for such apartment, as the case may be shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the rules and regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kolkata. In the event, such disputes are not amicably settled between the parties, the same shall be settled through the Authority appointed under the Act.

34. All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and the West Bengal Real Estate (Regulation and Development) Rules, 2021 and Regulations made thereunder.

35. **COVENANTS OF THE ALLOTTEE:**

35.1 The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/units in the said Project as limited and exclusive common areas and facilities, at its sole discretion, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/units and to the exclusion of other allottee/s in the said Project ("**Limited Areas And Facilities**"). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee appertaining to the said Apartment. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other

allottee/s and/or the usage thereof. In this regard it is made clear that the allottee/s/occupants of the Commercial Segment of the said Project shall not have any right to use the Residential Common Areas, Amenities and Facilities identified exclusively for the use and enjoyment of the allottee/s/occupants of the Residential Segment (including the Allottee herein) of the said Project.

- 35.2 The Allottee has been made expressly aware that the open parking spaces are a part of the limited common areas as defined in Section 3(i) of West Bengal Ownership Act, 1972. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant certain intending allottees in the Project such areas being a part of limited common areas of such allottees. The Allottee herein records his/her/its consent not to claim and or object to such arrangement being granted in favour of the other allottees in the Project. It is hereby expressly clarified that the Promoter holds absolute discretion in the demarcation of the Limited Common Areas and Facilities, as well as in determining its usage and reserving access for specific individuals or groups, all at its sole discretion and the Allottee consents to the same.
- 35.3 The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the Residential Segment, with whom such Residential Common Areas, Amenities and Facilities will be shared. Similarly, the Allottee has agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the Project, with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the other apartments shall also be entitled to the Project Land and all benefits arising therefrom.
- 35.4 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have user rights in

the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.

- 35.5 Notwithstanding anything contained herein, the Allottee prior to taking possession of the said Apartment but after paying all dues to the Promoter in terms of the Payment Plan detailed in Schedule D, may be allowed access to the said Apartment for carrying out necessary fit-outs and interior designing works therein ensure that all materials used for such works adhere to the standard and specifications as may be prescribed by the Promoter in accordance with the provisions of applicable norms for green buildings, and the Allottee hereby agrees to abide by the same ("**Fit- Out Period**"). The Allottee, its representatives, and agents shall obtain the keys to the said Apartment from the Promoter for each day of the Fit-Out Period and shall ensure that such keys are handed back to the Promoter 's representative at the end of the day. The timings for carrying out the fit outs shall be from 10 a.m. to 6 p.m. every day. The possession of the said Apartment shall remain with the Promoter throughout the entirety of the Fit-Out Period. The Allottee agrees that the Allottee and/or its men, servant and agents shall comply with the rules and regulations as may be framed by the Promoter in respect of such fit out works and comply with all applicable laws, rules, and regulations of any relevant authority without affecting the superstructure of the said Apartment. The Allottee agrees that it shall be liable to make payments of the maintenance charges during this fit-out period. The Allottee agrees that in addition to making payments of the maintenance charges, the Allottee shall also pay to the Promoter and/or Facility Manager as may be appointed by the Promoter to ensure better coordination, material movement and general supervision of such fit out works, and such charges as may be determined as may be determined by the Promoter and/or the Facility Manager towards fees towards supervisory services. The Allottee shall also pay garbage/refuse disposal charges, as may be determined as may be determined by the Promoter and/or the Facility Manager, to the Promoter and/or the Facility Manager as may be appointed by the Promoter.
- 35.6 The Allottee admits and acknowledge the fact that certain units may have exclusive open to sky terrace/gardens/ balconies attached to such units and shall have exclusive

right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title and/or interest whatsoever or howsoever over and in respect of the same whatsoever or howsoever. The Allottee further accepts that it shall not enclose or make any constructions on the open to sky terrace/gardens/ balconies attached to the said Apartment.

- 35.7 The Allottee agrees that the obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in Schedule D as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.
- 35.8 The Allottee agrees that the Allottee's right of cancellation shall be subject to the Allottee having complied with all his/her/its obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law. The Allottee undertakes and that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of such cancellation.
- 35.8 The Allottee agrees that the Allottee's right of receiving compensation from the Promoter under clause 7.6 shall be subject to the Allottee having done its requisite due diligence and care, and subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this

Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law.

- 35.9 The Allottee has been made duly informed and hereby consents that, in the event the Allottee has been offered possession of the said Apartment but has not taken it, the Allottee shall be liable to pay holding charges amounting to Rs. 5,00,000/- (Rupees Five Lakh only) per month till such time that the Allottee, after making all necessary payments, executes and presents the Conveyance Deed for registration before the concerned registering authority.
- 35.10 The Allottee has been made expressly aware that a portion of the ultimate top floor of the Building shall be retained by the Promoter and Orbit as may be deemed fit and proper and such portion of the constructed area and the roof shall not be deemed to be a part of the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities and shall be for the exclusive use and enjoyment by the Promoter and Orbit and their guests from time to time in respect of which only the Promoter and Orbit shall have exclusive roof area rights ("Retained Area") and in respect of which the Allottee, other apartment owners and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever. The Allottee hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Retained Area and/or the usage thereof by the Promoter and Orbit and/or their guests.
- 35.11 The Allottee agrees that if there is any change/modification in the taxes as mentioned in Explanation (ii) of Clause 1.2 above, including but not limited to any increase/change in the Goods and Services Tax leviable as per applicable laws, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification. In case of any increase, the Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D and shall be payable by the Allottee.
- 35.12 The Allottee agrees that in addition to confirmation of the carpet area as in clause 1.7 above, the Promoter shall also confirm the final built up area and super built up area that has been allotted to the Allottee after the construction of the building is complete and the occupancy or completion certificate is granted by the competent authority, by

furnishing details of the changes, if any in the built up area and super built up area. The Total Price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any increase in the built up area and super built up area of the Apartment, allotted to Allottee, the Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 1.2 of this Agreement.

- 35.13 The Allottee agrees that in order to claim any compensation from the Promoter under 9.2, it shall have the right to receive refund of the entire money paid by the Allottee to the Promoter subject to fulfilment of all prescribed obligations by the Allottee under this Agreement. Any default by the Allottee in its obligations shall disqualify it to receive such refund.
- 35.14 The Allottee agrees that any claim raised by the Allottee for structural defects as under Clause 12 above shall only be considered valid and raised after confirmation of the same by the structural engineer as appointed by the Promoter for the instant Project from time to time.
- 35.15 The Allottee is aware and has understood that the Project has been certified as “Pre certified Gold” rated green building by the Indian Green Building Council and the norms governing the maintenance and guidelines of such green building certification shall have to be compulsorily adhered to and/or complied with and the Allottee hereby agrees and confirms to comply with the said norms and/or guidelines, as morefully mentioned in Schedule F hereunder, without any demur or protest of any nature whatsoever.
- 35.16 The Allottee has been expressly made aware and agrees that the Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone and other similar telecom and IT facilities to the Project tract (on such terms and conditions and for such period as the Promoter shall decide). The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna, excepting that the Allottee shall be entitled to avail the connection facilities of the designated two service providers to all the apartments. However, installation

charges, usage charges and renewal thereof for availing and using such connections shall be paid directly by the Allottees to the service provider and in no event shall the Promoter be held liable for any disputes arising therefrom.

35.17 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule E** below.

36. GENERAL GUIDLINES FOR THE USE OF CERTAIN AMENITIES AND FACILITIES

36.1 The Promoter proposes to provide certain amenities and facilities such as swimming pool, gymnasium, open terrace, lounge area along with such areas, amenities and facilities for use of the allottees on portions of the 11th and 12th floors in the Project. Save and except the Retained Area, these amenities and facilities will form part of the Residential Common Areas, Amenities and Facilities of the Project and will be handed over to the Association in due course.

36.2 During the interim maintenance period, these amenities and facilities shall be managed by the Promoter either by itself or through its nominee.

36.3 The Allottee shall be entitled to these amenities and facilities within the Project along with the co-buyers and/or co-occupiers of the Residential Segment of the Project. The operational costs/charges of these amenities and facilities shall form part of the maintenance charges and expenses.

36.4 The Allottee agrees, undertakes and covenants to abide by the detailed terms and conditions of rules and regulations governing use of these amenities and facilities which will be formulated by the Promoter or the Association, as the case may be, in due course before these amenities and facilities is made operational.

36.5 The Allottee agrees and acknowledges that in the event that the Allottee desires to reserve the banquet hall and/or lounge area exclusively for any private event, it shall be subject to the payment of the necessary charges for such use, as may be determined by the Promoter or it's Nominee or the Association, as the case may be.

36.6 The Allottee agrees and acknowledges that the Promoter and Orbit shall both have the right to use these amenities and facilities.

37. **INTERIM MAINTENANCE PERIOD**

37.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain both the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities. On formation of the Association, it shall be responsible for operating, managing and maintaining the Residential Common Areas, Amenities and Facilities. The Promoter shall also be entitled to a management fee calculated at 15% of the total maintenance charges plus applicable GST.

37.2 The maintenance and management of Project Common Areas, Amenities and Facilities by the facility management company will primarily include but not be limited to maintenance of water works, common electrical installations, landscaping, AMCs, security etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.

37.3 The Rules/ Bye Laws to regulate the use and maintenance will be framed by the Promoter initially and thereafter adopted by the Association, with or without amendments, as may be deemed necessary by the Association, and the Allottee shall be bound to follow the same.

38. **FUTURE EXPLOITATION**

38.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee hereby records its consent and authorizes the Promoter to carry out modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the common areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Kolkata Municipal Corporation. Prior to the booking of the said Apartment the Allottee had been informed and made aware that the ground floor layout including the common areas and its location may undergo changes and/or

modifications and the Allottee has consented to and/or hereby records its consent to the such modifications.

- 38.2 In the event, the Promoter is entitled to utilize any additional FAR (Floor Area Ratio), the Allottee agrees and understands that such additional FSI/FAR shall be achieved only by way of vertical extension over the existing building. The Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the Project Land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.

39. GENERAL COVENANTS

The Allottee agrees that:

- 39.1. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 39.2. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 39.3. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 39.4. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 39.5. That the Allottee shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking of cars or two

wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

- 39.6.** That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 39.7.** That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 39.8.** That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the common areas;
- 39.9.** That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 39.10.** That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 39.11.** That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 39.12.** That the Allottee shall not store any furniture in the lobby area or any of the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. A penalty of Rs. 5000/- per day shall be imposed on the Allottee for any violation of this covenant.
- 39.13.** That the Allottee shall not change the design of the lobby area, except as determined by the Promoter. Violation of this covenant shall expose the Allottee to be liable to pay

compensation and damages to the Promoter as detailed in Schedule E written hereunder.

39.14. That any financial assistance availed by the Allottee in connection with the transfer of the said Apartment in its favour shall be in accordance with and subject to the terms and conditions of this Agreement.

39.15. The Allottee agrees that other documents, containing any addition, modification, consent or variations accepted by the Parties shall be valid and binding irrespective of the fact that the same is registered or not.

39.16. That the Allottee shall abide by the Green Building Norms and the House Rules as may be prescribed by the Promoter/ Association from time to time and as morefully detailed in Schedule F written hereunder.

40. NOMINATION BY ALLOTTEE WITH CONSENT

40.1 The Allottee admits and accepts that after the lock in period as mentioned herein below and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) Lock-in Period:

The Allottee cannot nominate any third party before the expiry of a period of 18 (eighteen) months from the date of this Agreement.

(c) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee in a form, as may be prescribed by the Promoter.

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ 1% of the Total Consideration price (Nomination Fees) together with applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. It is hereby agreed by the Allottee that any sums disbursed towards stamp duty and registration fees by the Allottee shall be irrevocably waived and relinquished. Consequently, the designated nominee shall assume and bear full responsibility and liability for paying the relevant stamp duty and registration charges as may be required under applicable laws.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

41. MODIFICATIONS TO THE SAID APARTMENT

In the event the Allottee desires to change the layout, specifications and/ or internal plans of the said Apartment, the Allottee agrees to engage the Promoter to carry out such modifications and/or alterations by causing revision of the Plans and

construction and/or other works as may be necessary to permit such modifications and/or alterations. The Allottee agrees to pay the cost to the Promoter to carry out such modifications and/or alterations at a pre-agreed rate of Rs.225/- per sq. ft. Plus GST of agreed chargeable area of the said Apartment. The Allottee acknowledges and agrees that any proposed changes shall adhere to the prescribed norms of the Kolkata Municipal Corporation.

42. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

SCHEDULE - A

PART I

(PROJECT LAND)

ALL THAT the piece and parcel of land containing by measurement an area of 2 Bighas, 0 Cottahs, 08 Chittacks, and 20 sq. ft. be the same, a little more or less, together with the structures standing thereon lying situate and being premises No. 46, Shakespeare Sarani, Kolkata 700 017, P.O. Shakespeare Sarani, P.S. Shakespeare Sarani, within Ward No. 63 of the Kolkata Municipal Corporation and butted and bounded in the manner that is to say :

ON THE NORTH : By Shakespeare Sarani Road;

ON THE EAST : By 1, Auckland Square;

ON THE SOUTH : By 48, Shakespeare Sarani;

ON THE WEST : By 44 & 42A, Shakespeare Sarani.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART II

(DEVOLUTION OF TITLE)

A. Satyanarain Garodia and Others claimed to be seised and possessed of and/or otherwise well and sufficiently entitled to as the absolute owner of ALL THAT piece and parcel of land containing by measurement an area of 2 Bighas, 8 Chittacks and 20 square feet, be the same a little more or less, together with all buildings and structures situated and standing thereon, all situate, lying at and being premises Nos. 46A and 46B, Theatre Road, P.S. and P.O. Shakespeare Sarani, Kolkata - 700 017, within Ward No. 63 of the Kolkata Municipal Corporation, District Kolkata, hereinafter referred to as "the Subject Property".

B. Deed of Conveyance dated 21st March, 1947 made between Satyanarain Garodia and Others, therein collectively referred to as the Vendors of the One Part, and Md. Gulsaigal and Others, therein collectively referred to as the Purchasers of the Other Part, and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No. 38, Pages 64 to 69, Being Deed No. 1093 for the year 1947, the Vendors therein, at and for the consideration therein mentioned sold, transferred conveyed and assigned, unto and in favour of the Purchaser therein, ALL THAT the Subject Property, absolutely and forever.

C. By a Deed of Conveyance dated 6th May, 1957 made between (1) Mohamed Gull Saigol, (2) Mohamed Sayed Saigol, (3) Mohamed Yousuf Saigol and (4) Mohamed Bashir Saigol, therein collectively referred to as the Vendors of the One Part, and (1) Sankar Lal Agarwala, (2) Ramji Das Agarwala, (3) Dinanath Agarwala, and (4) Harkishan Das Agarwala, therein collectively referred to as the Purchasers of the Other Part, and registered with the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 56, Pages 117 to 123, being Deed No. 1558 for the year 1957, the Vendors therein, at and for the consideration therein mentioned, sold, transferred conveyed and assigned unto and in favour of the Purchaser therein, ALL THAT the Subject Property, absolutely and forever.

D. In the premises, (1) Sankar Lal Agarwala, (2) Ramji Das Agarwala, (3) Dinanath Agarwala, and (4) Harkishan Das Agarwala became the joint and absolute owners of the Subject Property, each becoming owner of undivided 1/4th (one-fourth) part or share therein (hereinafter referred to as "Original Owners").

E. By an Agreement dated 13th October, 1982, made between the said Original Owners, therein referred to as the Owners of the One Part, and Pawan Properties, therein referred to as the Builder of the Other Part, and registered with the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 94, Pages 113 to 126, being No. 1285 for the year 1983, the Owners therein appointed the Builder therein to develop the Subject Property by demolishing the existing building/structure thereon.

F. Disputes and differences arose between the Original Owners and the said Pawan Properties, whereupon the said Pawan Properties filed a suit being C.S. No. 619 of 1985 before the Hon'ble High Court at Calcutta against the Original Owners & Anr., inter alia, seeking specific performance in respect of the said Agreement dated 13th October, 1982 (hereinafter referred to as the "Specific Performance Suit").

G. An Order dated 10th October, 1985 was passed in the Specific Performance Suit appointing Ms. Indrani Chatterjee as a Special Officer to inspect the Subject Property and passing an interim order which restrained the Original Owners from dealing with and/or transferring the Subject Property to any person till the disposal of the Specific Performance Suit.

(a) It appears that a report of the Receiver dated 22nd November, 1985 was filed in the Specific Performance Suit on possession of portions of the Subject Property.

(b) The interim Order dated 10th October, 1985 was confirmed by an Order dated 20th July, 1989 passed in the Specific Performance Suit

H. The said Sankar Lal Agarwala, a Hindu, governed by Mitakshara School of Hindu Law, died intestate on 28th May, 1994, and his wife, Smt. Kalavati Devi, also a Hindu, governed by Mitakshara School of Hindu Law, died intestate on 6th January, 1995, leaving behind them surviving their sons, namely, Biswanath Agarwal, alias, Biswanath Dhanania, Youdhister Kumar Agarwal, alias, Youdhister Kumar Dhanania, Vijay Dhanania, and their daughters, namely, Vidya Devi Chamaria, Premlata Agarwal, Urmila Ranilawala, and Raj Agarwal alias Raj Ranilawala as their only legal heirs, who all inherited the right, title and interest of Late Sankar Lal Agarwala in the Subject Property and their names were brought on record in the Specific Performance Suit. The above-mentioned heirs thus became entitled to the Subject Property in the manner as follows:

Sl. No.	Name of the Owner	Relation	Part or Share in the Subject Property	Share in the Subject Property (in % age)
1	Biswanath Agarwal	Son	1/28	3.57%
2	Youdhister Kumar Agarwal	Son	1/28	3.57%
3	Vijay Dhanania	Son	1/28	3.57%
4	Vidya Devi Chamaria	Daughter	1/28	3.57%
5	Premlata Agarwal	Daughter	1/28	3.57%
6	Urmila Agarwal	Daughter	1/28	3.57%
7	Raj Agarwal	Daughter	1/28	3.57%
TOTAL			1/4	25%

I. On 26th March, 2003, during the pendency of the Specific Performance Suit, the said Ramjidas Agarwala filed a suit being C.S. No. 148 of 2002 bearing CRN No. WBCHCO-001602-2002 for partition of the Subject Property by metes and bounds before the Hon'ble High Court at Calcutta (hereinafter referred to as the "Partition Suit").

J. The said Ramji Das Agarwala, a Hindu governed by the Mitakshara School of Hindu Law died, intestate on 26th April, 2003, leaving behind him surviving his wife Narayani Devi Dhanania, alias, Narayani Devi Agarwal and his seven sons, namely, Rajendra Prasad Dhanania alias Rajendra Prasad Agarwal, Prahlad Rai Dhanania alias Prahlad Rai Agarwal, Hari Ratan Dhanania alias Hari Ratan Agarwal, Surendra Dhanania alias Surendra Agarwal, Ashok Dhanania alias Ashok Agarwal, Kamal Dhanania alias Kamal Agarwal, and Rajesh Dhanania alias Rajesh Agarwal, and three married daughters namely, Smt. Darshana Agarwal, Smt. Saroj Khemka, and Smt. Sumitra Sureka, as his only legal heirs, who all inherited the right, title and interest of Late Ramji Das Agarwala in the Subject Property and their names were brought on record in the Specific Performance Suit. Each of the above-mentioned heirs thus became entitled to 1/11th share in the said undivided 1/4th share of

Late Ramji Das Agarwala in the Subject Property, i.e., the undivided 1/44th share or interest in the Subject Property, in the manner as follows:

Sl. No.	Name of the Owner	Relation	Part or Share in the Subject Property	Share in the Subject Property (in % age)
1	Narayani Devi Dhanania	Wife	1/44	2.27%
2	Rajendra Prasad Dhanania	Son	1/44	2.27%
3	Prahlad Rai Dhanania	Son	1/44	2.27%
4	Hari Ratan Dhanania	Son	1/44	2.27%
5	Surendra Dhanania	Son	1/44	2.27%
6	Ashoke Dhanania	Son	1/44	2.27%
7	Kamal Dhanania	Son	1/44	2.27%
8	Rajesh Dhanania	Son	1/44	2.27%
9	Mrs. Darshana Agarwal	Daughter	1/44	2.27%
10	Mrs. Saroj Khemka	Daughter	1/44	2.27%
11	Mrs. Sumitra Surekha	Daughter	1/44	2.27%
TOTAL			11/44 = 1/4	25%

K. By a Terms of Settlement dated 25th November, 2003, made between Pawan Properties and (1) Vijay Dhanania, (2) Mrs. Premlata Agarwal, (3) Mrs. Raj Agarwal, (4) Smt. Narayani Devi Dhanania, (5) Rajendra Prasad Dhanania, (6) Hari Ratan Dhanania, (7) Surendra Dhanania, (8) Ashok Dhanania, (9) Rajesh Dhanania, (10) Smt. Darshana Agarwala, (11) Smt. Saroj Khemka, (12) Smt. Sumitra Sureka, (13) Dinanath Agarwal, (14) Harkrishan Das Agarwal, the said parties agreed to settle the Specific Performance Suit by transferring their right, title and interest in the Subject Property in the manner as follows:

Name of the Owner	Individual Share agreed to transfer (in fraction)	Total Share agreed to transfer (in fraction)	Total Share agreed to transfer (in percentage)
(1) Vijay Dhanania (2) Mrs. Premlata Agarwal	1/28 th each	1/14	7.14%
(3) Mrs. Raj Agarwal	1/84 th	1/84	1.19%
(4) Smt. Narayani Devi Dhanania, (5) Rajendra Prasad Dhanania, (6) Hari Ratan Dhanania, (7) Surendra Dhanania, (8) Ashok Dhanania, (9) Rajesh Dhanania, (10) Smt. Darshana Agarwala, (11) Smt. Saroj Khemka, (12) Smt. Sumitra Sureka	1/44 th each	9/44	20.45%
(13) Dinanath Agarwal, (14) Harkrishan Das Agarwal.	1/4 th each	1/2	50%
TOTAL		26/33	78.78%

Further, besides monetary consideration, the following were also entitled to constructed area in the newly constructed multi-storeyed building with parking spaces- (i) Vijay Dhanania - 1333 sq ft. (super built up area) with 1 car parking space, (ii) Dinanath Agarwal - 4000 sq ft. (super built up area) with 3 car parking spaces, and (iii) Harkrishan Das Agarwal- 4000 sq ft. (super built up area) with 3 car parking spaces.

L. G. A. No. 4027 of 2003 was jointly filed in the Specific Performance Suit by the signatories of the Terms of Settlement dated 25th November, 2003 with a prayer to inter alia, pass a Decree in terms of the Terms of Settlement executed between the parties.

M. A Decree dated 29th July, 2004 was passed in the Specific Performance Suit in pursuance of Terms of Settlement dated 25th November, 2003. Mrs. Moumita Chatterjee was appointed as Receiver for the execution of Deeds of Conveyance in favor of Pawan Properties.

(a) The Decree dated 29th July, 2004 recorded that recorded that Term 9 of the Terms of Settlement dated 25th November, 2003 relating to execution of the conveyance deeds, shall only be given effect to after the disposal of the Partition Suit which was then pending between the parties.

(b) It appears that the Order dated 29th July, 2004 was challenged by Prahlad Rai Dhanania, a non-signatory to the Terms of Settlement dated 25th November, 2003, by filing A.P.O.T No.9 of 2004, A.P.D. No. 545 of 2004, and G.A. No. 3774 of 2004, but was disposed off by an Order dated 2nd November, 2006, stating that "The creation and extinguishment of rights must be done in accordance with the provisions laid down in the terms of settlement through a proper deed of conveyance that is duly stamped and registered."

N. A Preliminary Decree dated 20th January, 2005 was passed in the Partition Suit, declaring that the eleven heirs of Late Ramji Das Agarwal were jointly entitled to undivided 1/4th share in the Subject Property, Dinanath Agarwala was entitled to undivided 1/4th share in the Subject Property, Harkrishan Das Agarwal was entitled to undivided 1/4th share in the Subject Property and the nine heirs of Late Shankarlal Agarwala were jointly entitled to undivided 1/4th share in the Subject Property. One Mr. Sandwip Mookerjee was appointed as Commissioner of Partition and directed to divide the Subject Property into four equal parts by metes and bounds.

O. Youdhister Dhanania filed G.A. No. 3533 of 2005 against this preliminary decree. It appears that this was disposed off and an appeal was preferred against such disposal in A.P.O.T. No. 428 of 2007, which was dismissed by an Order dated 18th September, 2007.

P. By a Terms of Settlement dated 5th September, 2005, made between Pawan Properties and Kamal Dhanania, Kamal Dhanania agreed to sell his 1/44th share in the Subject Property, which would thereby entitle Pawan Properties to an additional 2.27% share in the Subject Property.

- (a) G. A. No. 3054 of 2005 was filed in the Specific Performance Suit seeking enforcement of the Terms of Settlement dated 5th September, 2005.
- (b) It appears that Kamal Dhanania sought to resile from enforcement of Terms of Settlement dated 5th September, 2005.
- (c) Pawan Properties sought for its enforcement in G.A. No. 3054 of 2005 but such application was disposed by an Order dated 7th March, 2011, whereby Kamal Dhanania was directed to refund sums received by Pawan Properties with interest.
- (d) Pawan Properties filed an appeal against the Order dated 7th March, 2011 in G.A. No. 3054 of 2005 by filing A.P.O. No. 136 of 2011, G.A. 950 of 2011 in the Specific Performance Suit.
- (e) By an Order dated 1st April, 2011 in A.P.O. No. 136 of 2011, G.A. 950 of 2011, it was recorded that Kamal Dhanania was not required to refund the money till disposal of the Appeal.
- (f) However, the Order dated 1st April, 2011 was set aside by an Order dated 13th March, 2012 in A.P.O. No. 136 of 2011, G.A. 950 of 2011 wherein it was recorded that Kamal Dhanania had settled the disputes and a Decree was passed wherein Kamal Dhanania was directed to execute and register a conveyance deed.

Q. An application being G.A. No. 598 of 2008 was filed in the Partition Suit.

- (a) Order dated 29th February, 2008 was passed in G.A. No. 598 of 2008, recording that the appointed Commissioner had filed a report in a sealed cover.
- (b) An Order dated 18th February, 2011 was passed in G.A. No. 598 of 2008, G.A. No. 1248 of 2008 and G.A. No. 1075 of 2008 filed in the Partition Suit, appointing the Commissioner of Partition as the Receiver to ascertain if any part of the Subject Property was under the occupation of any person It further recorded that the heirs of late Harkrishan Das Agarwala claimed to be in occupation of a portion of the Subject Property but had undertaken to vacate the same. The Receiver was authorised to take charge of the Subject Property and free it from its illegal occupants so that the Subject Property may be sold at its best market value.
- (c) It appears that a report of the Receiver appointed was recorded in Order dated 28th February, 2011 in G.A. No. 598 of 2008, G.A. No. 1248 of 2008 and G.A. No. 1075 of 2008 filed in the Partition Suit.
- (d) An Order dated 4th April, 2011 was passed in G.A. 598 or 2008, G.A. 1248 of 2008 and G.A. 1075 of 2008 in the Partition Suit, directing the Receiver to take possession of the Subject Property while ensuring that the possession of the parties already present at the

Subject Property is not disturbed. The order acknowledges the statement made by Harkrishan Das Agarwala that the position regarding possession remains unchanged based on an order passed in the Specific Performance Suit.

(e) By an Order dated 15th October 2015, passed in G.A. No. 2664 of 2013 and G.A. No. 598 of 2008 in the Partition Suit, the Hon'ble High Court of Calcutta directed the Commissioner of Partition to enter into the exercise of partition of the Subject Property by metes and bounds into four parts and keep aside 25% of the Subject Property as has been claimed in the Pre-Emption suit.

(f) It appears that an appeal was filed against Order dated 15th October 2015 by Prahlad Rai Dhanania alias Agarwal in A.P.O.T. No. 6 of 2016, G.A. No. 41 of 2016 in the Partition Suit.

(g) By an Order dated 19th January 2016, in A.P.O.T. No. 6 of 2016 and G.A. No. 41 of 2016, both the appeal and the application stood dismissed.

(h) By an Order dated 23rd March, 2017, G.A. 2664 of 2013 was disposed off and it was recorded that the Commissioner of Partition had filed his report.

(i) G.A. No. 598 of 2008 was dismissed as withdrawn by an Order dated 18th April, 2017.

R. Harkrishan Das Agarwala, a Hindu governed by the Mitakshara School of Hindu Law, died intestate on 10th December, 2008, leaving behind his three surviving sons namely, Raj Kumar Dhanania, Ramesh Kumar Dhanania, Nirmal Dhanania, and his three daughters namely, Smt. Pramila Kamalia, Smt. Bela Goel, and Smt. Nilu Poddar as his only legal heirs. However, as Harkrishan Das Agarwala died after signing the Terms of Settlement dated 25th November, 2003 and the Consent Decree dated 29th July, 2004 therein, the right, title and interest of Late Harkrishan Das Agarwala in ALL THAT his undivided 1/4th i.e. 25% interest in the Subject Property was not inherited by his heirs and there was no question of bring them on record in the Specific Performance Suit.

S. Dinanath Agarwala died on 8th March, 2009, and he left behind a will in which he bequeathed his right in the Subject Property to his only son, Sawar Dhanania, excluding his other heirs, namely Smt. Bimla Devi Gupta, Smt. Nirmala Devi Dalmiya, Smt. Sarala Devi Arya, Sushila Shah, Kiran Jhunjhunwala, and Anita Devi Saraf. Dinanath Agarwala's will was duly probated. Since, Dinanath Agarwala had already signed the Terms of Settlement dated 25th November, 2003 and the Consent Decree dated 29th July, 2004 therein, the right, title and interest of Late Dinanath Agarwala, there was no question of bring them on record

in the Specific Performance Suit. Therefore, Late Dinanath Agarwala's legal heirs inherited the right, title and interest of Late Dinanath Agarwala in ALL THAT his undivided 1/4th i.e. 25% interest in the Subject Property, in the manner as follows:

Sl. No.	Name of the Owner	Relation	Share inherited (in fraction)	Share inherited (in percentage)
1	Sawar Dhanania	Son	1/4	25%
2	Smt. Bimla Devi Gupta	Daughter	0	0%
3	Smt. Nirmala Devi Dalmiya	Daughter	0	0%
4	Smt. Sarala Devi Arya	Daughter	0	0%
5	Sushila Shah	Daughter	0	0%
6	Kiran Jhunjunwala	Daughter	0	0%
7	Anita Devi Saraf	Daughter	0	0%
TOTAL			1/4	25%

T. By a Deed of Conveyance dated 11th March, 2011, made between (1) Smt. Narayani Devi Dhanania, (2) Rajendra Prasad Dhanania, (3) Hari Ratan Dhanania, (4) Surendra Dhanania, (5) Ashok Dhanania, (6) Rajesh Dhanania, (7) Smt. Darshana Agarwala, (8) Smt. Saroj Khemka, and (9) Smt. Sumitra Sureka, all acting through Mrs. Moumita Chatterjee, therein referred to as the Vendor/ Receiver of the One Part and Pawan Properties, therein referred to as the Purchaser of the Other Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, Volume No. 14, at Pages 5225 to 5248, being Deed No. 03530 for the year 2011, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 9/44th share i.e. 20.45% share or interest into the Subject Property absolutely and forever.

U. By a Terms of Settlement dated 18th March, 2011, made between Pawan Properties and (1) Youdhister Kumar Agarwal, (2) Mrs. Vidya Devi Chamaria and (3) Smt. Urmila

Agarwal, the said parties agreed to settle suit C.S. No. 619 of 1985 by transferring their right, title and interest in the Subject Property in the manner as follows:

Name of the Owner	Share agreed to transfer (in fraction)	Share agreed to transfer (in percentage)
(1) Youdhister Kumar Agarwal	1/28 th	3.57%
(2) Mrs. Vidya Devi Chamaria	1/84 th	1.19%
(3) Smt. Urmila Agarwal	1/28 th	3.57%
TOTAL	1/12	8.33%

Besides monetary consideration, the following were also entitled to constructed area in the newly constructed multi-storeyed building with parking spaces:

- (i) Youdhister Kumar Agarwal - 1050 sq ft. (super built up area) with 1 car parking space;
- (ii) Vidya Devi Chamaria - 350 sq ft. (super built up area);
- (iii) Urmila Agarwal - 1050 sq ft. (super built up area) with 1 car parking space

V. By another Terms of Settlement dated 18th March, 2011, made between Pawan Properties and (1) Biswanath Agarwal alias Dhanania (2) Mrs. Vidya Devi Chamaria and (3) Mrs. Raj Agarwal alias Ranilawala, the said parties agreed to settle suit C.S. No. 619 of 1985 by transferring their right, title and interest in the Subject Property in the manner as follows:

Name of the Owner	Share agreed to transfer (in fraction)	Share agreed to transfer (in percentage)
(1) Biswanath Agarwal alias Dhanania	1/28 th	3.57%
(2) Mrs. Vidya Devi Chamaria	1/42 th	2.38%
(3) Mrs. Raj Agarwal alias Ranilawala	1/42 th	2.38%
TOTAL	1/12	8.33%

Besides monetary consideration, the following were also entitled to constructed area in the newly constructed multi-storeyed building with parking spaces:

- (i) Biswanath Agarwal alias Dhanania- 1050 sq ft. (super built up area) with 1 car parking space;
- (ii) Vidya Devi Chamaria- 700 sq ft. (super built up area) with 1 car parking space;
- (iii) Raj Agarwal alias Ranilawala - 700 sq ft. (super built up area).

W. Two Consent Decrees were passed in G.A. No. 853 of 2011 and G.A. No. 854 of 2011 on 23rd March, 2011 in the Specific Performance Suit, for execution of the two Terms of Settlement dated 18th March, 2011, the first between Biswanath Agarwal, Mrs. Vidya Devi Chamaria and Mrs. Raj Agarwal and the second between Youdhister Kumar Agarwal, Mrs. Vidya Devi Chamaria and Smt. Urmila Agarwal, respectively.

(a) It appears that the Consent Decrees dated 23rd March, 2011 were appealed by the heirs of Harkrishan Das Agarwala in A.P.O.T No. 175 of 2011, G.A. No. 1371 of 2011 and A.P.O.T No. 176 of 2011, G.A. No. 1368 of 2011 in the Specific Performance Suit respectively.

(b) By an Order dated 18th May, 2011 in A.P.O.T No. 175 of 2011, G.A. No. 1371 of 2011 and A.P.O.T No. 176 of 2011, G.A. No. 1368 of 2011, it was held that the appellants therein were not party to the Terms of Settlement dated 18th March, 2011 and the Consent decree dated 23rd March, 2011, and consequently not bound by it, thus could not be aggrieved by an decree made on such agreement, making the appeal not maintainable. As such, the appeal was dismissed without entering into the question of the legality or the effect of the Terms of Settlement dated 18th March, 2011.

X. On 12th April, 2011, Pawan Properties filed two Execution Cases being E.C. No. 127 of 2011 and E.C. No. 128 of 2011 in the Specific Performance Suit against the heirs of Late Dinanath Agarwal and against the heirs of Late Harkrishan Das Agarwal respectively, as they did not execute a conveyance deed despite having received of the entire monetary consideration. In the Terms of Settlement dated 25th November, 2003, it was recorded that along with the monetary consideration, the heirs of both Late Dinanath Agarwal and Late Harkrishan Das Agarwal would each receive constructed area of 4000 sq ft. super built up area with three car parking spaces in the Subject Property. As such, the heirs of Late

Dinanath Agarwal and Late Harkrishan Das Agarwal stated that unless the built-up area and the car parking spaces was handed over to them, would not execute the conveyance. In Clauses 8 and 9 of the Terms of Settlement dated 25th November, 2003, inter alia, it was mentioned that the deed of conveyance would be executed by the receiver upon payment of the entire consideration and Pawan Properties would be entitled to develop the Subject Property. The parties differed on their interpretations regarding what the consideration would entail, wherein Pawan Properties took the stand that the payment of monetary consideration was sufficient to execute the conveyance but the heirs of Late Dinanath Agarwal and Late Harkrishan Das Agarwal contested that the built-up area was payment in kind, and a part of the consideration, and thus the execution could only be done after handover of the same.

(a) E.C. No. 127 of 2011 and E.C. No. 128 of 2011, were both disposed off vide an Order dated 21st December, 2012, wherein the Hon'ble High Court of Calcutta examined the grounds of the parties, relied on several case laws and held that the heirs of Late Dinanath Agarwal and Late Harkrishan Das Agarwal stood in the way of performance of the Consent Decree. Therefore, the Receiver was directed to execute and register Deeds of Conveyance in favour of Pawan Properties on behalf of Late Dinanath Agarwal and Late Harkrishan Das Agarwal. Further, Pawan Properties was directed to obtain the necessary sanction for the building plan from the Kolkata Municipal Corporation (KMC), and complete construction within 3 years of such date to avoid any breach of its' reciprocal obligations.

(b) In terms of such order, a Deed of Conveyance dated 21st January, 2013 was executed and registered by the Receiver on behalf of the heirs of Late Dinanath Agarwal in favour of Pawan Properties.

(c) An Order dated 23rd July, 2013, passed in G.A. No. 1375 in E.C. No. 127 of 2011, records that Sawar Dhanania, the heir of Late Dinanath Agarwal, had sold the constructed area that was supposed to be received by him to Pawan Properties and consideration had been received in respect thereof. It was further recorded that Late Dinanath Agarwal and his heirs have no right in the Subject Property. Thus, G.A. No. 1375 in E.C. No. 127 of 2011 was disposed off.

(d) Order dated 21st December, 2012 was appealed by Prahlad Rai Dhanania in A.P.O.T. No. 90 of 2014, G.A. No. 909 of 2014, in E.C. No. 127 of 2011 in the Specific Performance Suit,

seeking hand over of possession of the Subject Property by Pawan Properties to the Receiver appointed in the Partition Suit but was dismissed for default by an Order dated 19th April, 2017.

(e) Order dated 21st December, 2012 was again appealed by Prahlad Rai Dhanania alias Agarwal in A.P.O.T. No. 111 of 2013, G.A. No. 713 of 2013, G.A. No. 714 of 2013, in E.C. No. 128 of 2011 in the Specific Performance Suit.

(f) By an Interim Order dated 20th March, 2013 in G.A. No. 714 of 2013, Pawan Properties was restrained from taking any steps or further steps based on the Order dated 21st December, 2012 and the matter was listed to be heard along with A.P.O. No. 33 of 2013.

(g) By an Order dated 17th April 2017, A.P.O. No. 148 of 2013 was dismissed for default.

(h) Order dated 21st December, 2012 was appealed by the heirs of Late Harkrishan Das Agarwal on 11th January, 2013 in A.P.O.T. No. 23 of 2013, A.P.O. No. 33 of 2013, G.A. 94 of 2013 in the Specific Performance Suit on the ground that a substantial part of the consideration to be received by them remained outstanding, and they should not have been required to execute a conveyance deed in such case.

(i) However, no interim order was granted and in the absence of such a stay, a Deed of Conveyance dated 18th January, 2013 was executed and registered by the Receiver.

(j) By an Order dated 28th June 2017 in A.P.O. No. 33 of 2013, it was held that though monetary consideration had already been paid, the transaction would be completed only upon the constructed space being made over to the heirs of Harkishan Das Agarwal along with the car parking spaces upon completion of the project. In terms thereof, the Deed of Conveyance dated 18th January 2013 was annulled and directed to be deposited with the Registrar, Original Side for immediate destruction and it was directed that no copy thereof be relied on (hereinafter referred to as the "Impugned Order")

Y. Prahlad Rai Dhanania alias Agarwal filed a suit being C.S. No. 120 of 2011 in the Hon'ble High Court of Calcutta against Pawan Properties and his co-sharers, namely Narayani Devi Dhanania alias Agarwal, Rajendra Prasad Dhanania, Hari Ratan Dhanania, Surendra Dhanania, Ashoke Dhanania, Kamal Dhanania, Rajesh Dhanania, Smt. Darshana

Agarwal, Smt. Saroj Khemka, and Smt. Sumitra Sureka, inter alia, claiming a right of Pre-emption and seeking a declaration that Deed of Conveyance dated 11th March, 2011 executed by his Co-sharers in favour of Pawan Properties was not binding on him (hereinafter referred to as the "Pre-emption Suit").

(a) Pawan Properties filed G.A 1197 of 2014 in the Pre-Emption Suit for rejection of the plaint on the ground that it did not disclose any cause of action and was time-barred. However, the application was dismissed by an Order dated 5th August 2014.

(b) An application being G.A. 1038 of 2015 with RVWO 3 of 2015 was filed in the Pre-Emption Suit but was disposed off by an Order dated 13th August, 2015.

(c) In response to the dismissal of G.A. 1197 of 2014, Pawan Properties filed an appeal being A.P.O.T. No. 475 of 2014, G.A. No. 2723 of 2014 in the Pre-Emption Suit.

(d) By a Judgment dated 23rd February, 2015, the appeal was dismissed, wherein the Court, without deciding on the merits of the plaint, held that a cause of action was disclosed and that the plaint was not prima facie barred by limitation.

Z. By a Deed of Conveyance dated 3rd May, 2012, made between (1) Mr. Vijay Dhanania, (2) Mrs. Premlata Agarwal, therein referred to as the Vendors of the First Part and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, Volume No. 21, at Pages 5294 to 5316, being Deed No. 05358 for the year 2012, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/14th share i.e. 7.14% share or interest into the Subject Property absolutely and forever.

AA. By a Deed of Conveyance dated 9th May, 2012, made between Kamal Dhanania, therein referred to as the Vendors of the First Part and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, Volume No. 22, at Pages 3574 to 3594, being Deed No. 05571 for the year 2012, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/44th share i.e. 2.27% share or interest into the Subject Property absolutely and forever.

BB. By a Deed of Conveyance dated 25th May, 2012, made between Smt. Raj Agarwal alias Ranilawala, therein referred to as the Vendor of the First Part and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, CD Volume No. 25, Pages from 3650 to 3669 and Being Deed No. 06400 for the year 2012, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT her undivided 1/3rd share in the undivided 1/28th share held by her i.e. 1/84th share i.e. 1.19% share or interest into the Subject Property absolutely and forever.

CC. By a Deed of Conveyance dated 18th January, 2013, made between (1) Raj Kumar Dhanania, (2) Ramesh Kumar Dhanania alias Agarwal (3) Nirmal Dhanania alias Agarwala (4) Smt. Pramila Kamalia, (5) Smt. Bela Goel and (6) Smt. Nilu Poddar, all acting through Mrs. Moumita Chatterjee, therein referred to as the Vendor/ Receiver of the First Part and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, C.D. Volume No. 3, Pages from 2487 to 2521, Being Deed No. 00669 for the year 2013, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/4th share i.e. 25% share or interest into the Subject Property absolutely and forever.

(a) The Conveyance here is subject to a further consideration of Pawan Properties delivering one flat in the newly constructed multi-storeyed building with super built up area of 4000 sq. ft. with 3 parking spaces to Raj Kumar Dhanania, Ramesh Dhanania, Nirmal Dhanania, Smt. Pramila Kamalia, Smt. Bela Goel and Smt. Nilu Podder in line with the order dated 29th July, 2004.

(b) By a Deed of Conveyance dated 30th March 2022 made between (1) Seema Dhanania, wife of Late Nirmal Dhanania, (2) Siddharth Dhanania, son of Late Nirmal Dhanania (3) Ms. Nikita Dhanania, daughter of Late Nirmal Dhanania collectively referred to as Transferors of the One Part and Pawan Properties, referred to as the Transferee of the Other Part, registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1904-2022, Pages from 485413- 485438, being No. 190406088 for the year 2022, the Vendors therein at and for the consideration therein mentioned, sold, transferred, conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/6th share in the subject property absolutely and forever.

DD. By a Deed of Conveyance dated 21st January, 2013, made between Sawar Dhanania, acting through Mrs. Moumita Chatterjee, therein referred to as the Vendor/ Receiver of the First Part, and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, Volume No. 3, at Pages 4941 to 4975, being Deed No. 00745 for the year 2013, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/4th share i.e. 25% share or interest into the Subject Property absolutely and forever.

(a) It appears that on 14th March, 2013, Sawar Dhanania relinquished possession of the portions of the Subject Property occupied by him to Pawan Properties.

EE. By way of three Orders, all dated 15th March, 2013 in G.A. 1190 of 2011, G.A. 1693 of 2012 and G.A. 816 of 2013 in the Partition Suit, Pawan Properties was added as a defendant in the Partition Suit.

FF. Pawan Properties filed an Execution Case being E.C. No. 592 of 2014 against Youdhister Kumar Agarwal, Mrs. Vidya Devi Chamaria and Mrs. Urmila Agarwal for execution of conveyance deeds in favour of Pawan Properties.

(a) By an Order dated 11th December 2014, passed in E.C No. 592 of 2014, Youdhister Kumar Agarwal, Mrs. Vidya Devi Chamaria and Mrs. Urmila Agarwal were directed to execute Deeds of Conveyance in favour of Pawan Properties, failing which a Special Officer was appointed to do so.

(b) The Order dated 11th December 2014 in E.C. No. 592 of 2014 mentions that Vidya Devi Chamaria was to transfer the entire 1/28th share held by her and Mrs. Urmila Agarwal alias Ranilawala was to transfer 1/84th share held by her. This was incorrect and the names were supposed be inverse. However, these were subsequently corrected by an Order dated 16th December, 2014.

(c) By an Order dated 9th March, 2016 in E.C No. 592 of 2014, it was recorded that despite execution of Deed of Conveyance dated 13th January 2015, Youdhister Kumar Agarwal had not made over possession. Thus, Mr. Sibasis Ghosh was appointed as a Special Officer to conduct an inspection and file a Report on the question of possession. It appears that the Special Officer 's report was duly filed on 17th March, 2016.

(d) By an Order dated 18th March 2016, Youdhister Kumar Agarwal was directed to hand over the vacant and khas possession of the portion in his occupation to the Special Officer appointed in terms of the Order dated 9th March, 2016.

(e) Thereafter, a Review Application being RVWO No. 12 of 2016, G.A. 1172 of 2016 was filed by Youdhister Kumar Agarwal praying for review of the Order dated 18th March, 2016. This was dismissed by an Order dated 29th April, 2016, wherein it was held that the review application filed was meritless, vexatious and harrassive.

(f) The Order dated 18th March 2016 was appealed by Youdhister Kumar Agarwal in A.P.O.T No. 129 of 2016, G.A. No. 1256 of 2016 in E.C. 592 of 2014. The appeal and the application were disposed off by an Order dated 3rd May, 2016 with the observation that the question of dispossession was left open to be decided by the Executing Court.

(g) An appeal had been preferred by Prahlad Rai Dhanania alias Agarwal in A.P.O.T No. 116 of 2016, G.A No. 1074 of 2016 in E.C No. 592 of 2014 which were disposed off by an Order dated 19th April 2016, which inter alia recorded that possession of 97.73% of the property was not handed over to Pawan Properties and that demarcation of the property by metes and bounds had not been carried out. The Special Officer appointed under the Order dated 9th March 2016 was directed to hand over possession of the property occupied by Youdhister Kumar Agarwal to the Commissioner of Partition appointed in the Partition Suit, after which they would be discharged. Pawan Properties was additionally directed not to proceed with construction or taking over possession of the property until demarcation of shares, or the disposal of the Partition Suit. The Commissioner of Partition in the Partition Suit was directed to partition the property by metes and bounds in terms of the Order dated 3rd August 2015 within 4 weeks.

GG. Pawan Properties filed an Execution Case being E.C. No. 593 of 2014 for execution of conveyance deeds in favour of Pawan Properties.

(a) By an Order dated 11th December 2014, passed in E.C No. 593 of 2014, the Judgement Debtors 1, 3 and 5 therein were directed to execute Deeds of Conveyance in favour of Pawan Properties, failing which a Special Officer was appointed to do so.

(b) An application being G.A. No. 4 of 2015 was filed in E.C No. 593 of 2014 by the Judgment Debtor no. 2 therein, for recalling the Order dated 11th December, 2014.

(c) However, this appeal was dismissed by an Order dated 12th August, 2015 due to G.A. No. 4 of 2015 becoming infructuous. The Order directed that any Deed of Conveyance executed in terms of the Order dated 11th December, 2014 was to abide by the result of the application filed by Judgment Debtor no. 2 therein.

HH. By a Deed of Conveyance dated 13th January, 2015, made between (1) Youdhister Kumar Agarwal alias Dhanania (2) Mrs. Vidya Devi Chamaria (3) Mrs. Urmila Agarwal alias Ranilawala, therein referred to as the Vendors of the First Part and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, CD Volume No. 3, Pages from 3855 to 3926, Being No. 00430 of 2015, the Vendors therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/12th share i.e. 8.33% share or interest into the Subject Property absolutely and forever.

(a) The Conveyance here was subject to a further consideration of Pawan Properties undertaking to handover possession of constructed area in the newly constructed multi-storeyed building with super built up area of 2450 sq. ft. with 2 parking spaces, in line with the decree dated 23rd March, 2011, which is shared as follows:

- (i) Youdhister Kumar Agarwal alias Dhanania - 1050 sq ft. (super built up area) with 1 car parking space;
- (ii) Vidya Devi Chamaria- 350 sq ft. (super built up area);
- (iii) Urmila Agarwal alias Ranilawala - 700 sq ft. (super built up area) with 1 car parking space.

II. By a Deed of Conveyance dated 14th January, 2015, made between (1a) Radha Devi Agarwal, widow of Late Biswanath Agarwal alias Dhanania (1b) Pawan Dhanania, elder son of Late Biswanath Agarwal alias Dhanania (1c) Shri Anirudh Dhanania, second son of Late Biswanath Agarwal alias Dhanania (1d) Smt. Madhu Dhanania, wife of Anirudh Dhanania (1e) Smt. Sangeeta Gupta, daughter of Late Biswanath Agarwal, (2) Mrs. Vidya Devi Chamaria, (3) Mrs. Raj Agarwal alias Ranilawala, therein referred to as the Vendors of the First Part and Pawan Properties, therein referred to as the Purchaser of the Second Part duly and registered with the Additional Registrar of Assurances- II, Kolkata, in Book No. I, CD

Volume No. 3, Pages from 2173 to 2251, Being No. 00427 of 2015, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the undivided 1/12th share i.e. 8.33% share or interest into the Subject Property absolutely and forever.

(a) The Conveyance here was subject to a further consideration of Pawan Properties undertaking to handover possession of constructed area in the newly constructed multi-storeyed building with super built up area of 2450 sq. ft. with 2 parking spaces, in line with the decree dated 23rd March, 2011, which is shared as follows:

(iv) Biswanath Agarwal alias Dhanania- 1050 sq ft. (super built up area) with 1 car parking space;

(v) Vidya Devi Chamaria- 700 sq ft. (super built up area) with 1 car parking space;

(vi) Raj Agarwal alias Ranilawala - 700 sq ft. (super built up area.

(b) By a Deed of Conveyance dated 22nd July, 2016 made between (1a) Radha Devi Agarwal, wife of Late Biswanath Agarwal alias Dhanania, (1b) Anirudha Dhanania, son of Late Biswanath Agarwal alias Dhanania, (1c) Madhu Dhanania, wife of Anirudha Dhanania referred to as Vendors No. 1, (2) Rajesh Kumar Chamaria, son of Shri Hanuman Prasad Chamaria referred to as Vendor No. 2 (3) Raj Agarwal alias Ranilawala, wife of Pawan Kumar Agarwal referred to as Vendor No. 3, and collectively referred to as Vendors of the First Part and Anirudha Dhanania, son of Late Biswanath Agarwal alias Dhanania referred to as the Confirming Party of the Second Part and Pawan Properties, referred to as the Purchaser of the Third Part, registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1902-2016, Pages 97887-97946, being No. 190203133 for the year 2016, the Vendor therein at and for the consideration therein mentioned, sold, transferred, conveyed and assigned unto and in favour of the Purchaser therein ALL THAT the 700 square feet (super built-up) of constructed area together with 2/3rd of one covered car parking space in the new building to be constructed at the Subject Property being the allocated area of the Vendors No.1 therein, AND TOGETHER WITH ALL THAT the 117 square feet (super built-up) of constructed area together with 1/6th of one covered car parking space in the new building to be constructed at the Subject Property being the allocated area of the Vendor No.2 therein, AND TOGETHER WITH ALL THAT the 467 square feet (super built-up) of constructed area in the new building to be constructed at the Subject Property being the allocated area of the Vendors No.3 therein, absolutely and forever.

(c) By a Deed of Conveyance dated 6th December, 2016 made between (1) Hanuman Prasad Chamaria, son of Late Satyanarayan Chamaria, referred to as Vendor No. 1, (2) Pradeep Kumar Chamaria alias Pradip Kumar Chamaria, son of Shri Hanuman Prasad Chamaria referred to as Vendor No. 2 (3) Savita Agarwal, wife of Pramod Agarwal, daughter of Hanuman Prasad Chamaria referred to as Vendor No. 3, and collectively referred to as Vendors of the First Part and Pawan Properties, referred to as the Purchaser of the Second Part, registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1902-2016, Pages 145684-145736, being No. 190204638 for the year 2016, each of the Vendors therein at and for the consideration therein mentioned, sold, transferred, conveyed and assigned unto and in favour of the Purchaser therein ALL THAT their respective 117 square feet (super built-up) of constructed area together with 1/6th of one covered car parking space in the new building to be constructed at the Subject Property, amounting to transfer of 351 square feet (super built-up) of constructed area together with 1/2 of one covered car parking space in the new building to be constructed at the Subject Property absolutely and forever.

JJ. An application being G.A No. 2500 of 2015, filed in the Partition Suit by Sawar Dhanania, heir of Late Dinanath Agarwala, was disposed off by an Order dated 3rd August 2015 wherein it was directed that 75% of the Subject Property be partitioned in metes and bounds, after excluding the 25% subjected to the Pre-Emption Suit. Further, it was directed that the Partition Suit proceed for adjudication, pursuant to preliminary decree already made.

KK. Prahlad Rai Dhanania alias Agarwal filed G.A No. 2614 of 2015 in the Specific Performance Suit, inter alia, seeking referral of the disputes in the Specific Performance Suit to arbitration. An Order dated 7th September 2015 dismissed the application.

(a) It appears that an appeal was filed against Order dated 7th September 2015 by Prahlad Rai Dhanania alias Agarwal which was dismissed, as recorded in an Order dated 7th April 2016, passed in G.A. No. 1038 of 2016 in the Specific Performance Suit.

(b) A subsequent Special Leave Petition being SLP No. 6994 of 2016 was filed but dismissed by an Order dated 18th April 2016.

LL. G.A No. 3261 of 2016 was filed in the Specific Performance Suit challenging a document marked as Exhibit 'V' in the evidence and contesting that they had no opportunity to examine it.

(a) By an Order dated 29th November, 2016 in G.A No. 3261 of 2016, the application was disposed, and direction was passed to conduct forensic investigation of the document.

(b) It appears that report of the forensic investigator was subsequently filed.

MM. On 8th July 2017, Pawan Properties filed a Special Leave Petition being SLP (C) No. 17471 of 2017 in the Hon'ble Supreme Court of India against the Impugned Order dated 28th June, 2017 in A.P.O. No. 33 of 2013 in the Specific Performance Suit, wherein the Deed of Conveyance dated 18th January, 2013 was directed to be annulled and deposited with the Registrar, Original Side for being destroyed (hereinafter referred to as the "Special Leave Petition").

(a) By an Order dated 13th July 2017 in SLP (C) No. 17471 of 2017, the Hon'ble Supreme Court of India was pleased to stay the Impugned Order, on the condition that Pawan Properties deposit Rs. 5 (five) crore and restraining Pawan Properties alienating or creating any third-party interest in the property.

(b) Pawan Properties deposited a sum of Rs. 5 (five) crore with the Registrar, High Court, Calcutta in terms of the Order on 13th July, 2017 and therefore the stay of operation of the Impugned Order continued.

(c) On 28th July, 2022, Pawan Properties applied for a modification of the Order dated 13th July, 2017, seeking certain clarifications to the order regarding the limited interest of the respondents therein in respect of only 4000 sq.ft. super built up area along with three car parkig spaces and praying for an order to restrain the respondents therein from interfering with the project.

NN. On 18th January, 2019, the Judgement in the Partition Suit was given wherein the Hon'ble High Court at Calcutta was pleased to hold that the Reports of the Commissioner of Partition dated 20th March 2017 and 20th December 2017 had attained finality, Pawan Properties was granted a final decree in terms of the Report dated 20th December 2017, the property was directed to be partitioned by metes and bounds as per Scheme II of the Preliminary Report dated 20th March 2017 into two lots as indicated therein. The Report dated 20th December 2017 was confirmed and the Partition Suit decreed in terms thereof.

(a) Certain typographical errors made in the Judgement dated 18th January 2019 were rectified by an Order dated 27th February, 2019.

(b) By an Order dated 4th September, 2020 in I.A. No. G.A. No. 25 of 2020 (old no. G.A No. 1097 of 2020) in the Partition Suit, the Hon'ble High Court at Calcutta recorded the purchase of the share of Prahlad Rai Dhanania by Pawan Properties and direct the

Commissioner of Partition to hand over the remaining 25% of the Subject Property in his possession to Pawan Properties. The Commissioner was discharged and the application was disposed off.

OO. By a Deed of Conveyance dated 10th January, 2020 made between Prahlad Rai Dhanania alias Prahlad Raj Agarwal, therein referred to as the Vendor of the One Part, and Pawan Properties, therein referred to as the Purchaser of the Other Part, and registered with the Additional Registrar of Assurances- III, Kolkata, in Book No. I, Volume No. 1903-2020, Pages 33453 to 33482, being Deed No. 190300391 for the year 2020, the Vendor therein at and for the consideration therein mentioned sold, transferred conveyed and assigned, unto and in favour of the Purchaser therein, ALL THAT the undivided 1/44th share i.e. 2.27% part or share or interest in the Subject Property together with all the structures standing thereon, absolutely and forever.

PP. By a Terms of Settlement dated 15th January, 2020, the said Pawan Properties and Prahlad Rai Dhanania mutually settled all disputes and differences amongst themselves.

QQ. By a Decree dated 22nd January 2020 in G.A No. 136 of 2020, filed jointly by Prahlad Rai Dhanania and Pawan Properties for settling their inter se disputes in terms of the Terms of Settlement dated 15th January, 2020, the said Specific Performance Suit was disposed of.

RR. By an Order dated 22nd January 2020 the Hon'ble High Court at Calcutta dismissed the Pre-Emption Suit as withdrawn

SS. On 8th May 2023, Urmila Agarwal, daughter of Late Shankarlal Agarwal, filed a suit being C.S. No. 84 of 2023 in the Hon'ble High Court of Calcutta for obtaining a stay on the sanction plan dated 23rd July, 2023 on the ground that Pawan Properties had not fulfilled its obligation of handing over the 1050 sq.ft. built up area along with 1 car parking space to Urmila Agarwal in terms of the Development Agreement date 13th October, 1982 read with the decree dated 23rd March, 2011 passed on the basis of the terms of settlement dated 18th May, 2011 entered into between Pawan Properties and Urmila Agarwal and praying for an injunction for revocation of the sanction plan dated 23rd July, 2023 and an injunction restraining Pawan Properties to act in pursuance of the sanction plan dated 23rd July, 2023.

(a) G.A. No. 1 of 2023 was filed in C.S. No. 84 of 2023 by

(b) By an Order dated 15th May, 2023 in G.A. No. 1 of 2023, C.S. No. 84 of 2023, the court granted an injunction in favour of Urmila Agarwal.

(c) By an Order dated 17th May, 2023 in G.A. No. 1 of 2023, C.S. No. 84 of 2023, it was recorded that Pawan Properties was willing to get a revised plan sanctioned to make over such 1050 sq.ft. super built up area of the commercial space to Urmila Agarwal without prejudice to its right as according to Pawan Properties it was not liable to give such a commercial unit to Urmila Agarwal.

PART III

(LIST OF PENDING LITIGATION)

S. No.	Cause Title (All in the Hon'ble High Court at Calcutta)
1	IA No. G.A. No. 15 of 2014 Old No. G.A. No. 3996 of 2014 C.S. No. 619 of 1985 Pawan Properties vs. Biswanath Agarwal & Ors.
2	IA No. G.A. No. 1 of 2023 C.S. No. 84 of 2023 Urmila Agarwal vs.Pawan Properties & Ors
3	E.C. No. 593 of 2014 IA No. G.A. No. 1 of 2015 (Old No: G.A. No. 710 of 2015) IA No. G.A. No. 2 of 2015 (Old No: G.A. No. 711 of 2015) GA No. 4 of 2023 Pawan Properties Vs. Radha Devi Agarwal & Ors
4	E.C. No. 592 of 2014 IA No. G.A. No. 1 of 2014 (Old No: G.A. No. 4009 of 2014) Pawan Properties Vs. Youdhister Agarwal & Ors.

SCHEDULE - B

Part I

(Description of the Said Apartment)

ALL THAT the Apartment No.[■] having carpet area of [■] square feet, more or less, built up area of [■] square feet, more or less, Super Built Up area of [■] square feet, with an exclusive open terrace adjoining the Apartment containing a built up area of [■] sq ft (50% of the same shall be constituted as chargeable area) amounting to agreed chargeable area of [■] sq. ft. , on the [■] floor together with the right to park [■] medium-sized car(s) in the Parking Space No. [■], to be developed in accordance with the Specifications as mentioned in **Part - II** of the **Schedule B**, hereto **TOGETHER WITH** the pro rata share in the Residential Common areas, Amenities and Facilities of the Project as permissible under applicable law **TOGETHER WITH** the pro rata right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use.

The layout of the said Apartment and the said Parking Space is delineated in Green colour on the Plan annexed hereto.

PART II
(SPECIFICATIONS OF THE APARTMENT)

Aspect	Description
Structure	Earthquake Resistant RCC structure with Concrete on piles (without any internal brickwork)
Floors	Cemented Floor in bedrooms and living areas
Kitchen and Toilets	Water Proofing- To be done by the Allottee at their own cost Raw - To be done by buyers at their own cost in the Kitchen and Toilets
Doors	Panelled Wooden main Door
Windows	Anodised Aluminium windows with glazing, as per architect's design
Electricals	Electricals To be done by buyers at their own cost within the said Apartment
Air Conditioning	VRV air conditioning (only outdoor unit) at extra cost
Elevators	Two nos. high-speed passenger elevators and one stretcher elevator of Mitsubishi/Toshiba or equivalent make.
Elevation	Iconic Elevation as per architect's specifications and design
Wall finish	To be done by buyers at their own cost
Waterproofing and Treatments	Anti-termite treatment and waterproofing at relevant locations
Generator	100% Power backup at extra cost for Generator
Fire safety & Security	Fire safety provision and equipments as per prevalent law

SCHEDULE - C

PART I

(RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES)

1. Lobbies, common passages and stair cases.
2. Lift and lift machinery
3. Common ultimate roof area
4. Lift pits, chute and machine rooms of the lifts.
5. Common staff toilets on the ground floor
6. Service floor between 10th & 11th floor
7. Landscaped area
8. Close circuit TV on the ground floor with central security surveillance
9. Swimming Pool, changing areas and open decks
10. Gymnasium
11. Lounge with open terrace
12. Banquet hall with open terrace

PART II

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

1. Common drains, sewers and pipes
2. Water supply
3. Common underground water reservoir and overhead water tank
4. Wires and accessories for lighting of common areas
5. Water pump and motor
6. Fire fighting equipment
7. Fire landing as per applicable rules

SCHEDULE - D

PAYMENT PLAN

The Total Price shall be paid by the Allottee in the following manner:

PAYMENT SCHEDULE

Particulars	Amount in percentage
On Application/ Booking	10%
On Agreement	10%
On completion of Basement	10%
On completion of Ground Floor Casting	10%
On completion of 1 st Floor Casting	10%
On completion of 3 rd Floor Casting	10%
On completion of 5 th Floor Casting	10%
On completion of 7 th Floor Casting	10%
On completion of 9 th Floor Casting	10%
On completion of 12 th Floor Casting	5%
On Possession	5%

EXTRA CHARGES Payment plan	
Particulars	Amount
KMC refundable deposit	At time of possession
Maintenance Deposit	At time of possession
Sinking Fund	At time of possession
Legal Charges	50% of Agreement and 50% on Possession.
Generator & Transformer Charges & VRV Charges	On 9 th floor casting

SCHEDULE - E

(COVENANTS)

1. **Allottee's Covenants:**

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

1.1 **Allottee aware of and satisfied with common amenities and facilities and specifications:**

The Allottee, upon full satisfaction and with complete knowledge of the common amenities, facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment.

1.1. **Allottee to mutate and pay rates & taxes:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation within 3 months from the execution of the Deed of Conveyance, and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter / Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

1.2. **Allottee to pay maintenance charge:**

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter/Facility Management Company or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge

shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

1.3. Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

1.4. Obligations of Allottee:

The Allottee shall:

(a) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Residential Common Areas, Amenities and Facilities by the Promoter /Association (upon formation), as applicable.

(b) **Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.

(c) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter /Association (upon formation).

(e) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee. In addition to the cost of such

repairs, the Allottee shall be liable to make a lump sum payment of Rs. 5,00,000/- (Rs. Five Lakhs only) to the Owner/ Promoter per structural alteration/ damage caused by it.

- (k) **No Air Conditioning Without Permission:**
Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.
- (l) **No Collapsible Gate:**
Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.
- (m) **No Grills :**
Not install any grill and/or box grill on the balcony verandah or windows
- (n) **No Sub-Division:**
Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (o) **No Change of Name:**
Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.
- (p) **No Nuisance and Disturbance:**
Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (q) **No Storage:**
Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (r) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, and selling or granting rights to any person on any part of the said Building.

(s) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(t) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(u) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefor.

(v) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment.

(x) **No Signage:**

Not to put up or affix any sign board, name plate, coloured films on the windows or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(y) **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) **No Installing Generator:**

- Not to install or keep or run any generator in the said Apartment.
- (aa) **No Misuse of Water:**
Not to misuse or permit to be misused the water supply to the said Apartment.
- (bb) **No Damage to Common Portions:**
Not to damage the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
- (cc) **No Animal Slaughter**
Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Apartment, Building and/or the Project Land or on any portion thereof, under any circumstances whatsoever, including for any religious purpose or otherwise.
- (dd) **No Hanging Clothes:**
Not to hang or cause to be hung clothes from the balconies of the said Apartment.
- (ee) **No Smoking in Public Places:**
Not to smoke in public areas of the Building and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- (ff) **No Plucking Flowers:**
Not to pluck flowers or stems from the gardens.
- (gg) **No Littering:**
Not to throw or allow to be thrown litter in the common areas of the said Project.
- (hh) **No Trespassing:**
Not to trespass or allow trespass over lawns and green plants within the common areas.
- (ii) **No Overloading Lifts:**
Not to overload the passenger lifts and move goods only through the staircase of the Building.
- (jj) **No Use of Lifts in Case of Fire:**
Not to use the lifts in case of fire.
- (kk) **No Covering of Open Spaces:**

Not to cover any open spaces including the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(kk) **To pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(ll) **To affix Nameplate:**

To affix nameplate at the designated place only.

1.6. Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter / Association (upon formation) of the tenant's/transferee's address and telephone number.

1.7. No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Residential Common Areas of the Project, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the remaining land not being a part of the Project.

2. Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

2.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the

Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

SCHEDULE - F
(Green Building Norms)

1. The Allottee shall use:

- a) the provided electric charging stations for alternative fuel vehicles to reduce the pollution due to vehicular transportation.
- b) the rainwater harvesting systems to harvest water on-site and conserve water.
- c) low flow and efficient water fixtures such as low-flow dual-flush toilets, showers, and sinks to reduce potable water consumption.
- d) energy efficient HVAC (Heat Ventilation Air Conditioning) design and lighting design for low power consumption
- e) the space for storage and collection of recyclable materials such as dry waste, wet waste, E-Waste, and other kinds of waste.

2. The Allottee shall ensure that it shall not smoke in the said Apartment, the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities except for the spaces specifically designated for smoking, ensuring that Project Orbit Bella is smoke-free, and thereby ensuring the health and safety of all its occupants.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed-this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED

BY THE WITHIN NAMED:

PROMOTER:

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED

BY THE WITHIN NAMED

ALLOTTEE:

Please affix
photograph and
sign across the
photograph

Dated this ____ day of _____,
2023

BETWEEN

PAWAN PROPERTIES LLP.

... PROMOTER

AND

... ALLOTTEE

AGREEMENT FOR SALE

(RESIDENTIAL)

**Fox & Mandal, Advocates
206, AJC Bose Road,
Kolkata- 700 017**