

DEED OF CONVEYANCE

This Deed of Conveyance (“**Deed**”) 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**;

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

WHEREAS:

- A. In presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

1) “**Act**” means the Real Estate (Regulation and Development) Act, 2016.

- 2) **“Allottee”** means the person to whom an apartment/unit in the Project particularly, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment/unit is given on rent.
- 3) **“Apartment”** or **“Unit ”** whether called a flat or premises or suit or tenement or by any other name, means a separate and self-contained part of the Building of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof in the Building, used or intended to be used for any residential purpose.
- 4) **“Additional/ Further Constructions”** shall mean all future vertical and exploitation of the Building and/or the Project Land by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land that may be made by the Promoter and such Additional/Further Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas;
- 5) **“Association”** shall mean association (s) of all the allottees of the Project formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 6) **“Architect(s)”** shall mean Spectrum Design Group of Unit 332 , 3rd Floor H-wing, Kanakia Zillion, LBS Road Junction, CST BKC Annexe, Kurla West, Mumbai - 400070 and Maheshwari & Associates of 37A, Baker Road, 2ND Floor, Alipore, Kolkata-700027 who have been appointed as the architects for the Project by the Promoter and/or such other architects whom the Promoter may from time to time appoint as the architects for the Project.

- 7) **“Building”** shall mean the B+G+12 storeyed building in the Project including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Project Land from time to time. The 3rd to 10th floors shall consist of residential apartments and the ground to 2nd floors shall consist of commercial spaces/ units.
- 8) **“Built-Up Area”** in relation to an apartment/unit shall mean the floor area of that apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two apartments/units, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such apartment/unit.
- 9) **“Carpet Area”** shall mean the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the apartment, as more particularly defined in the Act.
- 10) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas, Amenities and Facilities and the Residential Common Areas, Amenities and Facilities, including the Project Land and also the expenses for Common Purposes of the allottees and shall be payable proportionately by the allottee periodically as part of maintenance charges.
- 11) **“Common Purposes”** shall include the purposes of managing and maintaining the Building and in particular the Project Common Areas, Amenities and Facilities, the Residential Common Areas, Amenities and Facilities, and the rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of Project, and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments/units exclusively and the Common Areas, Amenities and Facilities in common.

- 12) **“Common Roof Area”** shall mean only the specified and demarcated portion / area of the roof over the ultimate top floor of the Building delineated in RED borders in the roof plan annexed hereto .
- 13) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify, extend and/or revise the Plans;
- 14) **“Date of Possession”** shall mean the date on which the Allottee was handed over possession of the said Apartment or the date of this Deed whichever is earlier;
- 15) **“Exclusive Open Terrace/s”** shall mean the open terraces attached and/or appurtenant to only specified Apartments in the Building, the use, enjoyment and ownership of which shall be exclusive to Allottee(s) of such Apartment and shall not part of the Residential Common Areas, Amenities and Facilities and/ or the Project Common Areas, Amenities and Facilities;
- 16) **“Parking Area”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space.
- 17) **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Sanction No. 2022070065 dated 23rd July 2022 for the construction of 1 (one) B+G+12 storied mixed-use residential and commercial building on the Project Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any
- 18) **“Project”** shall mean the work of development of an integrated real estate project on the Project Land 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 the Residential Common Areas, Amenities and Facilities (the **“Residential Segment”**) and the ground to 2nd floors shall consist of

commercial spaces/ units, (the “**Commercial Segment**”), and the car parking spaces, other built-up areas or spaces and other the Project Common Areas, Amenities and Facilities.

- 19) “**Project Land**” shall mean **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, more particularly mentioned and described in **Part - I of Schedule- A** hereunder written.

- 20) “**Project Common Areas, Amenities and Facilities**” shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter from time to time for the use and enjoyment thereof by all the allottees of the Project more particularly mentioned in the **Part-II of Schedule-C** hereunder written.

- 21) “**Proportionate**” with all its cognate variations shall mean the ratio the Carpet Area of any apartment/unit in the Project may bear to the total Carpet Area of all the apartments/units in the Project.

- 22) “**Proportionate Undivided Share**” in relation to an apartment shall mean the proportionate variable undivided indivisible and impartible share in the Common Areas, Amenities and Facilities that is attributable to such apartment at any point of time. The Proportionate Undivided Share shall also include the proportionate, variable undivided and impartible share in the Project Land in, in the proportion the area of the apartment/unit bears to the total area of all the apartments/units in the Project.

- 23) “**Regulations**” means the Regulations made under the Real Estate (Regulation & Development) Act, 2016.

- 24) **“Residential Common Areas, Amenities and Facilities”** shall mean such common areas, amenities and facilities that may be built or installed by the Promoter from time to time which are earmarked for the exclusive use of the allottees and/or occupiers of the Residential Segment including and more particularly mentioned in the **Part-I of Schedule-C** hereunder written.
- 25) **“Retained Area”** shall mean the portion of the ultimate top floor of the Building the ownership whereof is retained by the Promoter and Orbit Tirupati Towers Pvt. Ltd. for the exclusive use and enjoyment of the Promoter and Orbit Tirupati Towers Pvt. Ltd, and not forming 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 their guests from time to time in respect of which only the Promoter shall have exclusive roof area rights 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.
- 26) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 27) **“Said Apartment ”** shall mean the residential apartment being 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 along with [■] closed/mechanical parking space being Parking Space No. [•] **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, more particularly mentioned and described in the **Part- I of Schedule-B** hereunder written **AND** delineated in Green colour on the Plan annexed hereto.
- 28) **“Said Sale Agreement”** shall mean the Agreement dated [•] made between the Promoter herein, therein also referred to as the Promoter of the First Part, and the

Allottee herein, therein also referred to as the Allottee of the Second Part, and registered with [•], in Volume [•], Book No. [•], from Pages [•] to [•], whereby the Promoter has agreed to sell and the Allottee has agreed to purchase the said Apartment at and for the consideration and on the terms and conditions therein contained.

29) **“Super Built Up Area”** of an apartment/unit has been mutually agreed to be calculated by adding (i) the Built-Up area of such apartment and (ii) the an agreed fixed percentage of _____ per cent of the Built-Up Area of such apartment.

30) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

31) **“Singular”** number shall include the **“Plural”** and vice versa.

B. The Promoter is the absolute and lawful owners of the property more fully described in **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 Project Land is described in **Part II of the Schedule A** hereunder written.

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.

D. The Project Land comprises 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 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**”), car parking spaces, other spaces and other common areas, amenities and facilities which are earmarked and meant for the use of both the allottees of the said Residential Segment and the said Commercial Segment and 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**”.

- E. The Promoter obtained a plan sanctioned by the Kolkata Municipal Corporation, being Building Sanction No. 2022070065 dated 23rd June 2022, (“**Sanctioned Plans**”) for the construction of 1 (one) B+G+12 storied mixed-use residential and commercial building (“**the said Building**”) on the Project Land.
- F. By the said Sale Agreement, the Promoter has agreed to sell and the Allottee has agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- G. The Promoter has since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans, save and except modifications and changes made in compliance with applicable law, and obtained the approval of the Kolkata Municipal Corporation for the notice of commencement of construction as submitted by the Promoter vide its letter dated [■].
- H. By the Said Sale Agreement, the Promoter agreed to sell and the Allottee agreed to purchase the Said Apartment having carpet area of [•] square feet, built-up area of [•] square feet and super-built up area of [•] square feet. However, inasmuch as upon completion of construction of the Said Apartment, the area of the Said Apartment has now been finalized as carpet area of [•] feet, built-up area of [•] and super-built-up area of [•] square feet and the same is mentioned in the **Part-I of Schedule-B** written hereunder and the parties herein agreed to the same. In terms of the said Sale Agreement, the Total Consideration payable towards the said Apartment has been accordingly revised and the same is finalized as mentioned hereunder.

- I. The Allottee/s is/are having fully inspected and being completely satisfied with the quality, workmanship, and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to or simultaneous to the date of execution of these presents.
- J. Now at the request of the Allottee, the Promoter has in terms of the said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- K. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- (a) The title of the Promoter to the Project Land and also the said Apartment;
 - (b) The right of the Promoter in respect of the Project Land;
 - (c) The terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the said Apartment ;
 - (d) The Sanctioned Plans including the layout plan of the unit, the parking plan and including the floor plan;
 - (e) The No Objection Certificates and approvals issued by the concerned authorities.
 - (f) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the said Apartment ;
 - (g) The specifications of materials used for construction of the said Apartment and the Building;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

- I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of [•] by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever

discharge the Allottee and the said Apartment being hereby conveyed), the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the said Apartment, more particularly mentioned and described in **Part-I of Schedule-B** hereunder written, **TOGETHER WITH** the pro rata share in the Residential Common areas, Amenities and Facilities of the Project, morefully mentioned in **Part I of Schedule C** 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, morefully mentioned in **Part II of Schedule C** hereto **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS** **TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **Schedule-D** hereunder written proportionately, and all other outgoings in connection with the said Apartment wholly and the Project proportionately.

II. **THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- 1) The right, title, and interest which the Owners/Promoter doth hereby profess to transfer subsists and that the Owners/Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the said Apartment in the manner aforesaid.
- 2) The Project Land is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, trusts, uses, debutters, tenancies, permissive possessors or

occupiers, leases, thika tenancies, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever, and that the Vendor has a good and marketable title to the Project Land.

- 3) Save and except as mentioned herein and as morefully mentioned in **Part III Schedule- A** hereunder written, there are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Apartment.
- 4) It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- 5) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- 6) The Promoter shall transfer the advance deposit of an amount equivalent to 1 (One) year's estimated maintenance charges ("**Maintenance Deposit**") and sinking fund received from the Allottee in terms of the Agreement for Sale to the Association upon its formation, subject to deductions and charges as mentioned therein.

- 7) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to their attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
- 8) In case any structural defect or any other defect in workmanship 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, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of the Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation under applicable laws. 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.
- a. 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.
 - b. 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.
 - c. 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. Any claim raised by the Allottee for structural defects 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.

- d. 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).
- e. 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.
- f. It is further made clear that the structural defect, if any, must be certified by the Structural Engineer engaged by the Promoter that such defect has been made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the allottees and/or occupants of the Building.
- g. The decision of the Structural Engineer shall be final and binding on the parties. 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.

- 9) The Promoter shall keep the Allottee indemnified against any loss caused to him due to defective title of the Project Land that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Indenture.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:

- 1) The Allottee has also examined and satisfied himself/herself/itself about the title of the Project Land and about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the said Project and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- 2) The Proportionate share of the Allottee shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Proportionate share.
- 3) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its

absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities and such future Additional/Further Constructions/exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the common areas and all utility connections and facilities to the Additional/Further Constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities mentioned in Schedule 'C shall not be reduced to the detriment of the Allottee .

- 4) The Allottee agrees and binds himself/ herself/ itself/themselves that the Allottee shall and will at all times hereafter abide by and observe the restrictions set-forth in the **Schedule-E** hereunder written and also those as contained in the said Sale Agreement.

- 5) On and from the Possession Date, the Allottee binds himself/themselves to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Apartment, directly to the competent authority **Provided That** so long as the said Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Promoter, for

the time being, and upon its formation, the Association, as the case may be, proportionate share of all such rates and taxes assessed on the Project.

- ii) All other impositions which includes but is not limited to levies, cess, taxes and outgoings (including Multistoried Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the said Project.
 - iii) Electricity charges for electricity consumed in or relating to the said Apartment directly to the electricity supplying body.
 - iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter for the time being or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter for the time being, or the Association upon its formation, after taking into account the common services provided at the Project.
- 7) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 (seven) days of each and every month for which the same becomes due and otherwise within [•] days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottees shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
- 8) The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the said Apartment shall be done by the Promoter for the time being and the Association upon its formation and the same shall be final and binding on the Allottee and the

Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

- 9) The Allottee shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the said Apartment from the concerned authority, and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separate mutation effected, then the Owners and the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
- 10) The Allottee shall permit the Promoter for the time being and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Apartment, and the Allottee shall make good all defects leakages and want of repairs within [•] days from the date of receiving notice in writing from the Promoter or the Association.
- 11) From the date of execution hereof and till the continuance of its ownership of the said Apartment , the Allottee shall:
 - i) use the said Apartment only for residential purpose in a decent and respectable manner and for no other purposes;
 - ii) use the parking area, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles;

- iii) use the Project Common Areas, Amenities and Facilities in common with the allottees of the Project and the Residential Common Areas, Amenities and Facilities in common with the allottees of the Residential Segment and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project;
 - iv) carry out any work directed to be carried out in respect of the Said Apartment by any competent authority;
 - v) do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees, their guests, employees, agents, staff;
- 12) The Allottee shall not make any structural additions or alterations to the said Apartment (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the said Apartment and also not to decorate or paint or clad the exterior of the said Apartment otherwise than in the manner as be agreed to by the Promoter for the time being and upon its formation, the Association, in writing. However, the Allottee will be allowed to make changes to the main door of the said Apartment.
- 13) The Allottee is aware, has understood and agrees that the said Apartment along with the said Parking Space shall be treated as a single indivisible unit for all purposes and the Allottee shall have no right to part with the said Parking Space under any circumstance whatsoever.
- 14) The Allottee is aware and has understood that the Project has been certified as “Precertified Gold” rated green building by the Indian Green Building Council and the norms governing the maintenance and usage of such green building 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 without any demur or protest of any nature whatsoever. The Allottee shall abide by the Green Building Norms and the House Rules as may be prescribed by the Promoter for the time being and upon its formation, the Association from time to time and

as morefully detailed in **Schedule-F** written hereunder. The Allottee shall not, individually or in common with any other Allottee, do or permit to be any act or deed that would result in the non-renewal of the Building's Green Building certification.

- 15) 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.

- 16) The Allottee further agrees and covenants with the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Project Common Areas, Amenities and Facilities to the other allottees and/or occupiers of the Project and of the Residential Common Areas, Amenities and Facilities to the allottees and/or occupiers of the Residential Segment. The Promoter accordingly agrees and covenants with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities on reciprocal arrangement.

- 17) The Allottee further covenants that if at any time subsequent hereto, the said Proportionate Undivided Share of the Allottee is to be conveyed and transferred to the Association in compliance with any applicable laws, then the Allottee agrees to co-operate with the Promoter without any demand or delay to have the said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of Transfer made in favour of the Association and bearing the proportionate cost of such transfer, as may be

assessed by the Promoter or the Association. In case the Allottees refuse to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottees be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.

18)The Allottee shall not do any work which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

19)The Allottee shall, in using the said Apartment , not do or permit to be done any act, deed or matter or thing which may tend to cause any disturbance or annoyance or nuisance to the Promoter for the time being, and upon its formation, the Association, as the case may be, or the other occupants of the Building or occupants of any adjoining or neighboring property, nor use or permit or suffer the said Apartment or any part thereof for any illegal, immoral, undesirable or anti-social purposes, nor carry on or permit to be carried on in the said Apartment any offensive, noisy or dangerous practice nor store or permit to be stored any hazardous or combustible or contraband or illegal articles in the said Apartment .

20)The Allottee shall not, at any time, claim any title, share, right, and/or interest of any nature whatsoever, except as specifically conveyed herein, in any areas of the Project save and except the said Apartment . The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities and the Residential 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 or the Residential Common Areas, Amenities and Facilities.

- 21) The Allottee is aware and agrees that neither any of the (i) open and covered spaces in the Building and the Project Land not included in the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities as more fully mentioned in Schedule C hereunder, (ii) Roof of the Building at the Project Land excluding the Common Roof Area, (iii) other Apartments, Units and Parking Area in the Building (except the right to park medium sized car(s) in the allotted parking space) and/or the Project Land, (iv) Exclusive Open Terrace attached and/or appurtenant to other Apartments, and (v) right of further construction on any part of the open land/space comprised in the Project Land or raising of any additional floor/storey/construction on the roof of the Building including the common roof area is intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, in favour of the Promoter.
- 22) 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.
- 23) 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

- 24) The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter for the time being and upon its formation the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities
- 25) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:
- i) The open and covered Parking Area sanctioned by the Kolkata Municipal Corporation are meant to be used only for parking cars by the Allottees of this Project only.
 - ii) The total number of open and covered Parking Area in the Project exceeds the total number of Apartments/Units in the Project. The sizes of the apartments are different and the car parking space requirement of the Allottees also varies.
 - iii) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
 - iv) Accordingly, at the request of the Allottee, the Promoter has allotted the said Parking Area for exclusive use by the Allottee.
- 26) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- 27) The Allottee shall comply with and not permit the violation of any laws, rules, regulations, bye-laws, ordinances, judgements, or court orders, as may be applicable, and keep the Promoter and the Association indemnified against all damages, losses and costs as may arise out of any illegal act of the Allottee.

- 28)The Allottee shall undertake responsibility for any acts done by their relatives, servants, guests and representatives in the Building and keep the Promoter for the time being and upon its formation, the Association, as the case may be, indemnified against all damages, losses and costs as may arise out of any act done by the Allottee's relatives, servants, guests and representatives.
- 29)The Allottee shall not do or permit to be done any act deed or thing which may render void or voidable any policy of insurance of any unit/apartment or any part of the Building or may cause any increase in the premium payable in respect thereof;
- 30)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.
- 31)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
- 32)The Allottee shall not seek partition or division or separate possession in respect of the said Apartment under any circumstances.
- 33) The Allottee shall not enclose the terrace/ balconies/utility areas under any circumstances.
- 34)** The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale or disposal of any other Apartment or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Promoter may suffer in this regard.
- 35)** The Allottee shall pay all amounts and deposits that are payable by the Allottee under the said Sale Agreement and/or this Deed and/or which are the liability of

the Allottee under the said Sale Agreement and/or this Deed even if the same are demanded and/or become payable subsequent to the execution of this Deed. It is expressly clarified that the Allottee shall be liable to pay all taxes, outgoings and arrears including but not limited to Goods and Services Tax payable, whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project by any statutory authority.

- 36) The Allottee shall be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said 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.
- 37) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 38) The Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize any additional FSI/FAR in respect of the Project Land in compliance with applicable law, which may be made available even after this Deed has been executed and the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.

IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division, separate possession, or

partition in the Project Land towards its said Proportionate Undivided Share appurtenant to the said Apartment. It is further agreed and clarified that any transfer of the said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

- 2) Orbit shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Project Land by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Allottee and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 3) The Allottee shall pay the all taxes and outgoings as levied by the Corporation or any other statutory authority in respect of the said Apartment from the Date of Possession. Other liabilities payable by the Allottee under this Deed or otherwise in respect of the said Apartment including maintenance charges, other impositions, outgoings and expenses etc. shall be paid by the Allottee with effect from the Date of Possession. In case the Allottee was granted access to the said Apartment for the purpose of fit-outs, furniture, etc. prior to the Date of Possession, then the electricity charges shall be paid by the Allottee with effect from the date the Allottee was granted access to the said Apartment for the purpose of fit-outs, furniture, etc.
- 4) All the apartments/units and other constructed areas as well as the other open and covered spaces in the Project, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Allottee shall not claim any right or share therein.
- 5) After the allotment and transfer of all the apartments in the Project or earlier, as the case may be, the Association of the allottees shall be formed and the Allottee herein shall be a member thereof, having voting rights therein in accordance with the Act and the Rules. The Allottee shall, sign and execute all papers, documents,

declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

- 6) The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

- 7) In terms of the Real Estate (Regulation and Development) Act, 2016, the Promoter is, *inter alia*, required to execute a registered conveyance deed in respect of the Apartment and parking area, if any, in favour of the Allottee and in respect of the undivided proportionate title in the common areas in favour of the Association. The West Bengal Apartment Ownership Act, 1972 mandates the formation of the Association but the process for such formation can be started only after grant of completion certificate. The Association shall have members who are owners of apartments and units in the Project. The Association is intended to be registered in due course ("Association" which expression shall mean and include the Association as finally registered). Even though the Association is not formed as yet, the Allottee has requested for immediate completion of sale of the said Apartment, to convey the said Apartment to the Allottee and to convey the proportionate share of land and of the areas taken up by the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities to the Allottee in trust and for the benefit of the Association in which the Allottee shall be one of its members, if directed or required to do so by a competent authority or if decided so by the Promoter. Accordingly, this Deed is being executed.

- 8) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof. The Promoter shall also be entitled to a management fee calculated at 15% and applicable GST of the total maintenance fee. In the event that the Promoter engages a nominee for the acts relating to the Common Purposes, references to the Promoter herein with

regard to the Common Purposes shall thenceforth be deemed to be reference to such nominee.

- 9) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
- 10) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall, without prejudice to the generality of the foregoing, be entitled to, in addition to all measures morefully contained in **Schedule-D:-**
- (i) claim interest at the rate of 15 % per annum on all the outstanding amounts
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment.
 - (iii) discontinue supply of water to the Said Apartment.
 - (iv) Disconnect electricity in the Said Apartment.
 - (v) use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees. (please add interest component instead of withhold or stop to use as per AR PARAKH)
 - (vi) Put up a notice of default at the notice board and/or other places in the common area as maybe deemed fit and proper, highlighting the name of the Allottee and the amounts due, in the interest of all the allottees of the Project.
- 11) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and

upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment or in the letter box in the ground floor of the Building and earmarked for the said Apartment.

- 12) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
- 13) The Allottees shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 14) The Promoter, may, at its sole discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Allottee in not complying with the terms and conditions set out herein. 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 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.
- 15) All other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

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,	1/44 th each	9/44	20.45%

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)
(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.	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 of 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 Jhunjhunwala	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%

Name of the Owner	Share agreed to transfer (in fraction)	Share agreed to transfer (in percentage)
(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 Youdhishter 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 Judgment 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 along with [■] closed/mechanical parking space being Parking Space No. [■] as permissible under applicable laws, 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 **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 Car Parking Space is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"**.

PART II
(SPECIFICATIONS OF THE APARTMENT)

Aspect	Description
Structure	Earthquake Resistant RCC structure with Concrete on piles (without internal brick work)
Floors	Cemented Floor in bedrooms and living areas
Kitchen and Toilets	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
Elevation	Iconic Elevation as per architect's specifications and design
Wall finish	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 equipment as per prevalent law

N.B: No internal brickwork will be done by the Promoter

SCHEDULE - C

PART I

(RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES)

1. Lobbies, common passages and stair cases.
2. Common ultimate roof area
3. Lift and lift machinery
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 with open deck
11. Lounge with open deck
12. Banquet hall with open deck

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
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or the Building or any part thereof (save those assessed separately in respect of the Said Apartment).
6. **INSURANCE:** Insurance premium for insuring the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

SCHEDULE - E

(Allottee's 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 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.

1.2. 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.

1.3. 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).

1.4. 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.

1.5. Obligations of Allottee:

The Allottee shall:

i) 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.

ii) 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.

iii) Paying Electricity Charges:

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

iv) 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).

v) 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.

vi) 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.

vii) 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.

viii) Use of Spittoons / Dustbins:

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

ix) 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.

x) 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.

xi) 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.

xii) No Collapsible Gate:

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

xiii) No Grills :

Not install any grill and/or box grill on the balcony verandah or windows

xiv) No Sub-Division:

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

xv) No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

xvi) 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.

xvii) 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.

xviii) 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.

xix) 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.

xx) 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.

xxi) 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.

xxii) 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.

xxiii) No Storing Hazardous Articles:

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

xxiv) 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.

xxv) 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.

xxvi) No Installing Generator:

Not to install or keep or run any generator in the said Apartment.

xxvii) No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.

xxviii) 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.

i) 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.

ii) No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the said Apartment.

iii) 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.

iv) No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

v) No Littering:

Not to throw or allow to be thrown litter in the common areas of the said Project.

vi) No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the common areas.

vii) No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

viii) No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

ix) 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.

x) Duty towards Pet Animals

The Allottee shall remain fully responsible for any pets kept by it. Acquisition of such pet must conform to applicable laws, and the pet must timely receive all necessary vaccinations. No pet shall be allowed within the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities unless such pet is controlled by a responsible adult on a leash or in a pet carrier. The Allottee shall confine pet walks to the designated areas and shall obey all rules relating to pets on the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. The Allottee shall maintain meticulous hygiene standards for their pet and shall promptly and

immediately pick up, clean and remove any solid waste and/or droppings deposited by their pet within the such area.

xi) 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.

xii) 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.

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 hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED

by the withinnamed **PROMOTER**
at **Kolkata** in the presence of:

SIGNED AND DELIVERED

by the withinnamed **ALLOTTEE**
at **Kolkata** in the presence of:

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee the withinmentioned sum of Rs. (___)/- paid as and by way of full consideration in terms of these presents as per Memo below.

Rs.(___)/-

(RUPEES _____ ONLY)

MEMO OF CONSIDERATION:

RECEIVED as follows :

<u>SL. NO.</u>	<u>DATE</u>	<u>CHEQUE NO.</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
01.				
02.				
03.				
04.				
05.				
06.				
07.				
08.				
09.				
10.				
			Total :	

(RUPEES _____ ONLY)

WITNESSES:

Signature of the Promoter

DATED THIS DAY OF _____, 2023

BETWEEN

PAWAN PROPERTIES

... PROMOTER

AND

(_____)

... ALLOTTEE

DEED OF CONVEYANCE

Fox & Mandal LLP

206, AJC Bose Road,

Kolkata