

Agreement for Sale

- 1. Date:** _____
- 2. Nature of document:** *Agreement for Sale.*
- 3. Parties:** Collectively the following, which will include their respective successors-in-interest:

- 3.1 OWNER: THE YOUNG MEN'S CHRISTIAN ASSOCIATION, CALCUTTA,** (PAN No. AAATT3293Q) a Society registered under the West Bengal Society Registration Act, 1961 having its registered office at 25, Jawharlal Nehru Road, P.S. Park Street, Kolkata – 700 087 represented by its constituted attorney **ULTIMATE ESTATES PVT. LTD.** (PAN No. AAACU8761F) a company incorporated under the Companies Act, 1956 having its registered Office at 75C, Park Street, Room No.3A, 3rd Floor, P.S. Park Street, Kolkata – 700016 represented by its one of the Directors **SRI JITENPAL SANDHU** (PAN No. DKAPS8135M), son of Inderpal Singh Sandhu, by occupation business, by faith Sikh, Indian National, residing of 75C, Park Street, Room No.3A, 3rd Floor, P.S. Park Street, Kolkata – 700016 of the **First Part.**
- 3.2 DEVELOPER: ULTIMATE ESTATES PVT. LTD.** (PAN AAACU8761F) a company incorporated under the Companies Act, 1956 having its registered Office at 75C, Park Street, Room No.3A, 3rd Floor, P.S. Park Street, Kolkata – 700016 represented by its one of the Directors **SRI JITENPAL SANDHU** (PAN No. DKAPS8135M), son of Inderpal Singh Sandhu, by occupation business, by faith Sikh, Indian National, residing of 75C, Park Street, Room No.3A, 3rd Floor, P.S. Park Street, Kolkata – 700016 of the **Second Part.**
- 3.3 PURCHASERS:** Collectively the following, both by faith, Indian National, residing at of the **Other Part.**
- 3.3.1 FIRST PURCHASER:** (PAN No.), son / daughter / wife of, by occupation -
- 3.3.2 SECOND PURCHASER:** (PAN No.), son / daughter / wife of, by occupation -
- 4. Subject matter:** The "**Composite Unit**" described in **Schedule-I** which, includes the following:

- 4.1 The "**Subject Unit**" described in **Part-I** of **Schedule-M**.
- 4.2 The "**Subject Car Park**" described in **Part-II** of **Schedule-M** to be allotted by the Developer at or prior to handing over of the Subject Unit to the Purchasers.
- 4.3 The "**Land Share**" described in **Part-III** of **Schedule-M**.
- 4.4 The "**Common Portion Share**" described in **Part-IV** of **Schedule-M**.

5. Background:

- 5.1 Irrespective of the gender and the numbers of the Purchaser, he/she/it/they have been referred herein as 'singular' and in 'neuter' gender.
- 5.2 By virtue of a Deed of Conveyance dated 1st July 1913 registered with the Registrar of Calcutta recorded in Book No. I, Volume No. 3, Pages from 261 to 268, being no. 1780 for the year 1913 the Vendor herein became the absolute owner of two adjacent plots of Bastu land total measuring about 1 Bigha 16 Cottah 15 Chittaks 09 Sq.ft. lying and situated at premises no. 1 Taltollah Lane and 42, Corporation Street, Calcutta and got its name mutated with the records of the Calcutta Municipal Corporation,
- 5.3 The Owner thereafter had the said adjacent lads amalgamated from the office of the Kolkata Municipal Corporation (hereafter the "**KMC**") and after the amalgamation the property was renumbered as 42, S.N. Banerjee Road, Kolkata – 700014 (hereafter the "**Premises**") and subsequently constructed two brick built structures (hereinafter the "**Existing Buildings**") thereon which is now the property more fully described in **Schedule-B** mentioned hereunder. Tenancies (hereafter the "**Tenancies**") were created by the Owner in favour of certain

persons (hereafter "**Tenants**"). The devolution of title of the Vendor to these two Properties is detailed in **Schedule-A**.

5.4 The Owner had decided to develop the Premises (hereafter the "**Project**") and had invited tenders for developing the premises (hereafter the "**Development**") and the Developer had participated in the tender process. Finding its rates, terms and conditions most favourable, the Owner decided to entrust the Development to the Developer and the Owner/Vendor and the Developer had executed a Development Agreement on 23.12.2014 and got the same registered with the office of the Additional Registrar of Assurances – II, Kolkata which was recorded in Book No. I, CD Volume No. 79, Pages from 3619 to 3642 being no. 15871 for the year 2014. The Owner/Vendor also executed a registered Power of Attorney dated 23.12.2014 duly registered with the office of the Additional Registrar of Assurances-III, Kolkata recorded in Book No. IV, CD Volume No. 16, Pages from 6963 to 6975 being no. 09004 for the year 2014 in favour of the Developer herein for conducting various works such as applying plan from KMC, NOC from necessary Govt. Departments, executing sale or lease deed/deeds of the units to be constructed in the new building in favour of the transferee(s) etc. for and on behalf of the owner and thereafter the Developer applied to the KMC for construction of a basement plus ground plus seven storied building (hereafter the "**Building**") at the Premises. The KMC has granted such sanction being Building Permit No. 2017060002 dated 10.04.2017 of Borrow No. 6. It has been decided to name the Building "**Wellington Centre**".

5.5 Accordingly an application was made to the Office of the Competent Authority, Kolkata under the Urban Land (Ceiling and Regulation) Act, 1976, to grant NOC in terms of Rule 4(a) of the Kolkata Municipal Corporation Building Rules 1990 who, by its letter no. 345-U.L., XVI-

3799/2015 dated 17.04.2015 had granted such no objection. The KMC had thereafter permitted construction in accordance with the Plan by its Permit No. 2017060002 dated 10.04.2017 to construct the Building having both Office Spaces and Commercial units. The Developer's Allocation has since been mutually demarcated by and between the Owner and the Developer.

5.6 The Developer is entitled to 46% (Forty Six percent) of the total saleable areas, common areas and amenities and car parking spaces in the building(s) to be constructed (hereafter the "**Developer's Allocation**") together with proportionate share in the land contained in the Premises appurtenant thereto. However, subsequently on 15.04.2016 by a final Allocation and Demarcation sheet duly signed by the President, Vice-President and Treasurer of the Owner Society and one of the Directors of the Developer the parties have mutually demarcated and allocated their respective portions in the new building as Owner's Allocation and Developer's Allocation.

5.7 Be entitled to exclusively deal with the Developer's Allocation.

5.8 Coming to learn about the Project, and after satisfying itself about the title of the Owner to the Premises, the Plan as sanctioned by the KMC and the Allocation and Demarcation sheet dated 15.04.2016 the Purchaser has approached the Developer to purchase the Composite Unit which is within the Developer's Allocation and the Developer having agreed to sell the same to the Purchaser, this Agreement is being entered into to record the terms and conditions of the intended sale.

6. Now it is agreed:

6.1 Agreement: Upon the Purchasers paying the "**Price**" mentioned in **Part-I** of **Schedule-K** and the "**Extras & Deposits**" mentioned

in **Schedule-J**, as also performing and complying with the obligations hereafter mentioned, the Composite Unit will be sold to the Purchasers in the following manner:

6.1.1 The "**Subject Unit**" and the Subject Parking Space(s) by the Developer.

6.1.2 The "**Land Share**" by the Owner.

6.1.3 The "**Common Portions Share**" jointly by the Owner and the Developer.

6.2 Payments: The Purchasers shall pay the Price and the Extras & Deposits to the Developer (hereafter collectively the "**Total Payable Amount**"), for purchasing the Composite Unit, which are:

6.2.1 Price: The amount mentioned in **Part-I** of **Schedule-K** in the phased manner (hereafter the "**Installments**") as mentioned in **Part-II** of **Schedule-K**, the first whereof, mentioned in **Part-III** of **Schedule-K**, has been paid by the Purchasers at or before execution hereof and the receipt whereof the Developer hereby admits and acknowledges.

6.2.2 Extras & Deposits: Unless specified, such amounts as be determined by the Developer for the purposes as mentioned in **Schedule-J**.

6.3 Rates & Taxes: The Purchasers shall pay all rates, taxes and/or fees, including without limitation G.S.T, that are now payable or henceforth becomes payable under any existing statute or any new statute that may hereafter be enacted payable on any of the items of the Total Amount Payable, be it the Price, or any of the Extras or Deposits.

6.4 Declarations of the Owner and the Developer: The Owner and the Developer hereby jointly and severally declare that:

6.4.1 Architect: M/s. Raj Agarwal & Associates, Architect, Planner & Interior Designer, of 8B, Royd Street, 2nd floor, Park Street & Free School Crossing, Kolkata-700016 for the time being been appointed the Architect for the Development and the Building will be constructed according to the Plan, having the "**Specifications**" mentioned in **Schedule-I** and the detailing and design of the Architect. The Developer however shall have the right to change the Architect at its sole discretion at any stage of the Development.

6.4.2 Alteration of Plan: The Developer may alter the Plan without any recourse whatsoever to the Purchasers without however materially affecting the Subject Unit and purchaser shall not raise any objection to that.

6.4.3 Outer Elevation: The Owner or the Developer shall not permit the Purchasers or any of the other purchasers of Units (hereafter collectively the "**Co-Owners**") to do anything whereby the outer appearance of the Building or enjoyment by any of the Co-Owners of the Common Portions is prejudicially affected.

6.4.4 Owner and Developer deemed Co-Owners: The Owner and the Developer shall, for all purposes under this Agreement, be deemed to be a Co-Owner for the Units and Car Parks not sold by them.

6.5 Declaration by the Purchasers: The Purchasers hereby declare that it has independently examined, enquired and verified or caused to be examined, enquired and verified, inter alia, the title of the Owner to the Premises, the Plan, the Unit Area and the Specifications and, after being fully satisfied about these, it is entering into this

Agreement and it further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards. The Purchasers further declare that the Developer shall be entitled to alter and/or modify the Plan without any recourse whatsoever to it but which however will not materially affect the Subject Unit.

6.6 Completion: Subject to Force Majeure, the Developer shall construct and make the Building tenantable by 31st July, 2022 (hereafter the "**Completion Date**"). The decision of the Architect regarding completion, the Specifications, the quality of the materials used in constructing the Building and its workmanship shall be final and binding upon the Parties.

6.7 Possession Notice: The Developer shall in writing (hereafter the "**Notice**") call upon the Purchasers to take possession of the Composite Unit within 21 (twenty-one) days of the date of the Notice.

6.8 Possession Date: Irrespective of whether the Purchasers take possession of the Composite Unit within the time stipulated in the Notice or not, the Purchasers shall, for all purposes, be deemed to have taken possession of the Composite Unit upon expiry of 21 (twenty-one) days from the date of the Notice and thereafter become liable to pay all rates, taxes and outgoings in respect thereof.

6.9 Registration: The Purchasers shall fulfill all its obligations and make all payments hereunder and have the registration of the Conveyance in respect of the Composite Unit completed on or before the Possession Date.

6.10 Bar to Objection: The Purchasers shall not raise any objection or make any claim regarding the construction, completion or the Unit Area after the Possession Date in any manner and/or under any ground whatsoever.

6.11 Association: The Developer will have an association of the Co-Owners formed and upon its formation the Maintenance will vest with the Association. The Association shall carry out the Maintenance in the manner elaborated in **Schedule-E**.

6.12 Maintenance and Management: The Maintenance and Management of the Building will be done in the following manner:

6.12.1 Committee: Initially the Developer or a body of persons nominated by the Developer (hereafter the "**Committee**") shall manage and maintain the Premises, the Building and the Common Portions and collect and disburse the Common Expenses mentioned in **Schedule-F** (hereafter the "**Maintenance**").

6.12.2 Maintenance Charge: On and from the Possession Date, and irrespective of whether the Purchasers take actual physical possession of the Composite Unit or not, the Purchasers shall become liable to bear and pay the proportionate share of the Common Expenses mentioned in **Schedule-F** within 7 (seven) days of being called upon to pay the same.

6.12.3 Tax Charges: Till such time the Purchasers have the Composite Unit separately mutated in its name with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes in respect of the Premises and the Building. If there be any addition to the Rates & Taxes due to anything done by the Purchasers in the Subject Unit, viz., any additional fittings, special construction and facilities, commercial activities and/or renting it out, such additional rates & taxes shall be borne and paid exclusively by the Purchasers over and above the Tax Charges.

6.12.4 Obligations regarding Charges: The Purchasers shall abide by all rules and regulations regarding the usage of the Common Portions and pay the Maintenance Charges and the Taxes Charges within the 7th day of the month for which the same be payable.

6.12.4.1 Default: In case the Purchasers default in making any payment or deposit to the Developer or Association, as the case may be, within the time stipulated therefor (hereafter the "**Default Amount**"), the Purchasers hereby empower the Developer or the Association, as the case may be, to withhold all or any of the utilities, facilities and/or services to the Purchasers till the Default Amount or any part thereof is in arrears and further entitles the Developer or the Association, as the case may be, to charge interest on the amount of the arrears @ 24% (twenty four per cent) per annum, compoundable quarterly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount is fully paid.

6.12.5 Charge: The liability for any amount becoming due and payable however shall be a charge on the Chargeable area of the Composite Unit and shall remain so until remittance in full thereof is made.

6.13 Purchasers' Right to obtain Loan: The Purchasers shall be at liberty to obtain loan for purchasing the Composite Unit and for that purpose mortgage, charge or encumber the Composite Unit in favour of any Financing Institution *provided however* all payments are made directly to the Developer in adjustment of the Total

Payable Amount and further that the Developer shall not have any liability to such Financing Institution.

6.14 Obligations & Rights of the Developer:

6.14.1 Sale: The Purchasers paying the Developer the Total Payable Amount within the scheduled time mentioned herein, complying with and performing all its obligations hereunder, the Owner and the Developer shall sell and convey the Composite Unit to the Purchasers free from all encumbrances but subject to and also together with the usual covenants and easements in sale of Units on ownership basis.

6.14.2 Possession: The Developer shall complete the Building and hand over possession of the Composite Unit within the time mentioned herein.

6.14.3 Encumber: Without prejudice to the other rights of the Purchasers as mentioned herein, the Developer shall be at liberty to encumber the Premises for obtaining finances for the Development but shall remove such encumbrance, so far as the Composite Unit is concerned, at or before the completion of its sale.

6.14.4 Further Construction: Obtaining all necessary permissions and sanctions therefor, the Developer may make further and/or additional constructions at the Building by adding further floors to it or otherwise and even if such Construction is carried out after possession of the Composite Unit has been handed over to the Purchasers, the Purchasers shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience caused for storing building materials at the Premises or the men,

servants and/or agents of the Developer using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank.

6.14.5 Changes: The Developer shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction as may be deemed necessary or required by any authority, including the KMC, without the requirement of taking any formal consent of the Purchasers in this regard and, for this purpose, the Purchasers will be deemed to have hereby authorised the Developer in this regard.

6.14.6 Enforceability of Law: The Developer has obtained the necessary sanctions/permissions from the appropriate authorities for the purpose of construction of the instant project and shall also liable to obtain any further sanction and/or permission from any authority or body for the purpose of necessary compliance(s) of any relevant laws/acts/mandates/regulations which may come into force and/or become applicable during the period of construction and/or subsequent thereto.

6.15 Obligations of the Purchasers: The Purchasers shall:

6.15.1 Payments: Pay the Installments, the Extras and the Deposits within the due dates of payments thereof, time for the payments whereof shall be the essence of this Agreement.

6.15.2 Obstruct Construction: Not do anything which may delay or hinder the execution and completion of the Development in any manner whatsoever or enter into the Premises or any part or portion of the Building without first obtaining the

permission of the Developer, which permission however shall not be unreasonably refused.

- 6.15.3 Claim Possession:** Not claim any right in respect of any part or portion of the Premises till actual physical possession of the Subject Unit and the Subject Parking Space are handed over to the Purchasers.
- 6.15.4 Obstruct Developer's Rights:** Not obstruct or object to the exercise of any of the rights of the Developer under this Agreement.
- 6.15.5 Assignment:** Not assign, transfer or alienate its rights herein until completion of sale without the prior written consent of the Developer, which consent shall not be unreasonably refused *provided however* for granting such permission the Developers shall take a fee of Rs. 50/- (Rupees Fifty Only) per Square Feet of the Unit Area.
- 6.15.6 Exclusive Interest:** Not claim any exclusive interest or right in any portion or portion of the Building or the Premises, save the Subject Unit and the Subject Car Park, if any.
- 6.15.7 Payment of utilities:** Pay for electricity and all other utilities consumed in or relating to the Subject Unit and proportionately for the Common Portions.
- 6.15.8 Mutation:** At its own costs and expenses and within 3 (three) months from the Possession Date, have all Rates & Taxes in respect of the Composite Unit with all the concerned authorities separately assessed by having it mutated, separated or otherwise in its name and, until then, pay the proportionate Rates & Taxes in the manner elaborated in **Schedule-G.**

6.15.9 Usage: Use the Subject Unit quietly and peaceably, without causing any disturbance to the other Co-Owners and only for purpose mentioned in **Schedule-L**.

6.15.10 Abidance: Abide by the Purchasers' Covenants mentioned in **Schedule-C** and follow the conditions contained in the Easements mentioned in **Schedule-H** while using and occupying the Subject Unit and the Subject Parking Space.

6.15.11 Observance: Observe and comply with such other covenants as be deemed reasonable by the Developer and/or the Association, as the case may be.

6.16 Force Majeure: Incase conditions such as fire, earthquake, tempest, tornado, flood or any other act of God including without limitation war, strike, labour trouble, political unrest or any cause beyond the control of the Developer, the time of performance by the Developer of its obligations hereunder shall stand extended by the period of such conditions.

6.17 Cancellation by the Purchasers: In the event the Purchasers opt to cancel this Agreement, then the Developer shall be entitled to adjust, out of the receipts from the Purchasers till such time, an amount equal to 10% (ten percent) of the entirety of the amount paid by the Purchasers till the time of such calculation and refund the remainder to the Purchasers within 60 (sixty) days of such cancellation.

6.18 Defaults & Penalty:

6.18.1 Of the Purchasers:

6.18.1.1 Breach of Obligation: In case the Purchasers commit any breach of its obligations hereunder and fail to remedy the same within 15 (fifteen) days of receiving notice therefor

then the Developer shall be at liberty to terminate this Agreement.

6.18.1.2 Delay in Payment: If the Purchasers fail, neglect or refuse to pay any part or portion of the Total Payable Amount within 15 (fifteen) days of being called upon to do so of the concerned payment, such failure, negligence and/or refusal shall be deemed to be a 'Breach of Obligation' by the Purchasers and, the Developer at its discretion, shall become entitled to rescind this Agreement (hereafter the "**Developer's Termination**") or opt to condone the delay provided the Purchasers pay damages by way of interest at the State Bank of India's Prime Lending Rate plus 2 % per annum for the entire period of delay in making the payment.

6.18.1.3 Termination: In the event of Developer's Termination, the Developer shall be entitled to retain 10% of the Price as pre-determined damages and refund the balance without any interest to the Purchasers, after deducting any other amount payable by the Purchasers by way of interest or otherwise but only after the Composite Unit has been sold to a third party and the amount to be paid to the Purchasers has been received from such third party *provided however* if the Composite Unit is not sold within 6 (six) months from the date of Developer's Termination, the Developer shall any way pay the amount refundable to the Purchasers.

6.18.2 Of the Developer:

6.18.2.1 Delivery of Possession: In case the Purchasers fulfils all its obligations hereunder but the Developer fails to

complete and deliver possession of the Composite Unit to the Purchasers within 6 (six) months of the Completion Date, Force Majeure conditions excepted, then and in such an event, the Purchasers shall become entitle to receive interest at the State Bank of India's Prime Lending Rate plus 2 % per annum on the amount paid by it till such time the Composite Unit is delivered to it. Save as aforesaid, the Purchasers shall not make any other claim of whatsoever nature or kind or in any manner obstruct the construction and execution and completion of the Development or any of the other Units and/or the Car Parking Spaces and/or the sale, conveyance, transfer of any part thereof.

6.19 Documentation: The Developer's Advocate has drawn this Agreement and shall draw all documents related to the Development including, but not restricted to, the Conveyances. The Purchasers shall accept all such documents without any demur.

6.20 Stamp Duty: The Purchasers shall pay the entire Stamp Duty, Registration Fee and all other taxes, fees, duties, levies or penalties, if any, payable for this Agreement. If the Purchasers want to have this Agreement registered, the Owner and Developer shall make themselves available for admitting execution of this Agreement before the concerned Registrar.

6.21 Amendments: No amendment or modification of this Agreement or any part hereof shall be valid or effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provisions of this Agreement.

6.22 Notice: All notices shall conclusively be deemed to be served on the 4th day from the day it is sent by Registered Post with A/D to the addresses herein or the one notified in writing to each other.

- 6.23 Non-Waiver:** Non-enforcement of any of the rights of the Developer at any point of time shall not be construed that such right has been waived by it for the later part of continuance of this Agreement.
- 6.24 Entire Agreement:** This Agreement contains and records all the terms and conditions agreed between the Parties and supersedes all understandings or arrangements previous hereto, if any, both oral and in writing.
- 7. Copies of the Agreement:** This Agreement is being signed in duplicate and each of them would be treated as the Original.
- 8. Liability of the Marketing Agent:** It is hereby clarified and recorded that the marketing agent(s) appointed by the Developer for selling / marketing of the Office spaces in this project shall not have any responsibility towards buyers of the office spaces nor there shall be any claim by the purchasers of the office spaces of this project against the marketing agent(s) regarding any matter relating to sell / transfer of the office spaces in the project or for deficiency in the services provided by the Developer/ delay in handover/ compromised quality. The marketing agent(s) can only be held responsible for the deficiency in the services provided by them.
- 9. Arbitration:** All disputes between the Parties relating to this Agreement shall be referred to arbitration by an arbitral tribunal consisting of three persons (hereafter the "**Tribunal**") one to be appointed by the Developer, one by the Purchasers and the third to be appointed by the two persons so appointed. The arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 and/or any statutory re-enactments or modifications thereof. The Award of the Tribunal shall be final and binding upon the Parties.
- 10. Jurisdiction:** Only the Court at Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the

parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitrations provided hereinabove.

Schedule-A

[The "**Premises**"]

ALL THAT a plot land measuring about 1 Bigha, 16 Cottahs, 15 Chittacks and 9 Square Feet with 2 brick-built structure thereon together measuring about 10,000 Sq. Ft. being Municipal Premises No. 42, S. N. Banerjee Road, Kolkata – 700014, P.S. Taltola, within ward No.53 of the Kolkata Municipal Corporation, Butted and bounded by as follows:

On the North : S. N. Banerjee Road;

On the East : Taltola Lane;

On the South : Partly 2H/2, Taltola Lane & Partly by 2H/3, Taltola Lane

On the West : Partly 40A, S.N. Banerjee Road & Partly 40A, S.N.
Banerjee Road

Schedule-B

[**Common Portions**]

1. Areas:

- 1.1 Open and/or covered paths and passages.
- 1.2 Lobbies.
- 1.3 Stair case and its landings.
- 1.4 Stair Head Room, Lift Machine Room, Lift Well.
- 1.5 Boundary walls and main gate.
- 1.6 Security Room & Electric Room.

2. Water and plumbing:

2.1 Water reservoirs.

2.2 Water tanks.

2.3 Water pipes (save those inside any Unit).

3. Electrical Installations:

3.1 Wiring and accessories for lighting of Common Areas.

3.2 Electrical Installations relating to meter for receiving electricity from CESC Ltd.

3.3 Lifts and its machinery.

4. Drains:

4.1 Drains, sewers and pipes.

4.2 Drainage Sewerage connection with the Kolkata Municipal Corporation.

5. Others:

5.1 Other Common Areas and installations and/or equipments as are provided in the Premises and the Building.

5.2 Generator, if any.

5.3 Pumps and motors.

Schedule-C
[Purchasers' Covenants]

1. The Purchasers shall not:

- 1.1 Injure, harm or damage the Common Portions or any of the other Units by making any alterations or withdrawing any support or otherwise in the Subject Unit.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked therefor by the Association.
- 1.3 Place or cause to be placed any article or object in the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units and/or the adjoining buildings.
- 1.5 Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall or residential purpose without approval.
- 1.6 Use the Subject Parking Space, if any, for any purpose other than for parking of cars.
- 1.7 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Building save at the places provided or approved therefor provided that this shall not prevent the Purchasers from displaying a small and decent name-plate outside the main door of the Unit.
- 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Unit or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Building.
- 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building or other parts of the Premises, without approval and in the event any wires are drawn

directly to the Unit from the road or anywhere else, all responsibility will solely be that of the Purchasers.

1.10 Install any air-conditioner, except in the approved places.

1.11 Alter any portion, elevation or colour scheme of the Building or the Common Portions.

1.12 Restrict any of the other Co-Owners/occupiers of the Units the full and unrestricted enjoyment of the Easements described in **Schedule-F**.

1.13 Question the quantum of any amount levied upon and to be paid by the Purchasers on any account herein.

1.14 Partition the Unit.

2. The Purchasers shall:

2.1 Pay the proportionate Common Expenses mentioned in Schedule -F and also the respective shares of Maintenance Charges, levies, taxes and all other outgoings related to the Composite Unit, the Building and the Premises within 7 (seven) days of being called upon to do so.

2.2 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

2.3 Keep the Subject Unit and the Subject Parking Space and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.

2.4 Use the Subject Unit, the Subject Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

- 2.5 Install air conditioners and their water outlets only in the designated spaces of the Subject Unit as decided by the Architect.
- 2.6 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever, unless approved.
- 2.7 Sign such forms, give such authorities and render such co-operation as may be required by the Association for common purposes and/or in the common interest and/or in way in pursuance thereof.

Schedule-D
[Association]

1. All the Co-Owners, including the Purchasers shall compulsorily become members of the Association.
2. The Purchasers shall render all necessary assistance to the Developer and the other Co-Owners in all respects for formation of the Association.
3. The Purchasers shall accept, without any objection of any nature whatsoever, the rules and regulations of the Association (hereafter the "**Rules**").
4. The Purchasers shall bear and pay proportionate costs, charges and expenses for formation and registration including professional charges, of the Association, as determined by the Developer without any demur or delay.
5. The Purchasers shall:
 - 5.1 Diligently observe, perform and abide by the Rules.
 - 5.2 Co-operate with the Association and its other members in all its activities.

5.3 Pay all the charges, costs and fees of the Association, as also for its upkeep, as are levied upon the Purchasers by the Association, within the due dates.

5.4 Pay for and acquire the shares, if issued, of the Association.

Schedule-E **[Management]**

1. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to the Association (after its formation), which shall be held by the Association in trust for the Co-owners.
2. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for Common Purposes and quiet and peaceful enjoyment of the Co-owners and for their mutual benefit.
3. The Association shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
4. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**Common Purposes**").
5. The Deposits with the Developer shall be made over to the Association by the Developer upon its formation, which shall be utilised by the Association only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.

6. The Association shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Building and the Premises, which are not separately charged or assessed or levied on the Co-owners.
7. If the Association has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchasers, then the Purchasers shall pay such amount within 7 days of payment by the Association.
8. The Purchasers shall make all deposits or payments, called upon to do so by the Association, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Schedule-F
(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same and towards consumption of electricity for all the Common Portions and for the Common Purposes.
4. **Association:** Establishment and all other expenses of the Association including its formation, establishment, working capital, administrative and miscellaneous expenses.

5. **Insurance:** Costs of insuring the Building and the Common Portions against fire, earthquake, etc.
6. **Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O.C. from the West Bengal Fire Service as and when necessary.
7. **Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the Premises as cannot to be allocated to any particular Co-Owner of any of the Units.
8. **Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Common Expenses.
9. **Lift:** Cost of operating the lift, the annual maintenance cost including the cost of renewal of the lift license.
10. **Others:**
 - 10.1 Litigation expenses that may have to be incurred for the Common Purposes.
 - 10.2 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.

Schedule-G
[Mutation, taxes and impositions]

1. Within 3 (three) months from the date of completion of the registration of the Composite Unit, the Purchasers shall apply for and obtain mutation, separation and/or apportionment of the Composite Unit in its name within 3 (three) months thereafter without in any way making the Developer or the Association liable and/or responsible for the same.

2. In case of default, the Developer or the Association will be entitled to get the Composite Unit mutated and apportioned in the name of the Purchasers and in such case be further entitled to recover all costs, charges and expenses, including professional fees, therefore from the Purchasers. The Purchasers will be additionally liable to pay the sum of Rs. 21,000/- (Rupees twenty one thousand) as overhead expenses on this account to the Committee or the Association, as the case may be. All such amounts shall be paid and/or be payable by the Purchasers within 7 days of being called upon to do so. In the event of failure to do so, the Purchasers shall be liable to pay interest on the unpaid amount @ 24% (twenty-four per cent) per annum with quarterly rest.
3. Until such time as the Composite Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (hereafter the "**Impositions**") shall be proportionately borne by the Purchasers.
4. Besides the amount of the Impositions, the Purchasers shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (hereafter the "**Penalties**"), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchasers of Impositions and Penalties in respect of the Composite Unit would accrue with effect from the Possession Date.
6. The Association shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchasers thereof from the Purchasers.

Schedule-H **[Easements]**

1. The Purchasers and all the other Co-Owners shall be bound by the following easements and/or conditions:

- 1.1 The right of ingress to and egress from the Unit over the Common Areas mentioned in **Schedule-B**.
 - 1.2 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the Common Portions of the Building and the Premises from ducts and spaces specifically provided therefor.
 - 1.3 The right of support, shelter and protection of each portion of the Building by the other portions thereof.
 - 1.4 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained elsewhere herein.
 - 1.5 The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Building, including all the Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergent circumstances.
2. The Purchasers shall not:
- 2.1 Make any internal addition, alteration and/or modification in or about the Unit save in accordance with the appropriate Building Regulations, the Rules of the Association and after obtaining appropriate sanctions from the necessary statutory authorities and a certificate from a certified structural engineer and ensure that such does not jeopardise the structural stability of the block in which the Unit will be situated at.

2.2 Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building or the Premises.

2.3 Make any claim of any nature whatsoever with regard to any other areas, open or covered, of or in the Premises besides the Unit and the common enjoyment of the Common Portions.

Schedule-I **[Specifications]**

Elevation	: Modern Elevation with quality craftsmanship to make the project a symbol of class.
Foundation	: Reinforced cement Concrete in piles.
Treatment	: Anti-termite and water proofing during various stages of construction.
Walls	: External – brick wall including plaster and paint finish. Internal – brick wall with plaster and putty.
Common Toilet	: Flooring anti-skid tiles (ceramic) Sanitary ware – Wash Basin (Jaguar or equivalent)
Door	: Main Door - flush doors
Windows	: Natural anodized aluminium/UPVC/CG windows with glass panels.
Electrical	: Concealed copper wiring up to D.B.Box. AC points in all offices.
Elevator	: Otis / Kone or equivalent brand.

AMENITIES:

1. Hi-Tech Security,
2. Power Backup,
3. Water Supply,

4. AC Main Lobby,
5. Vastu Friendly,
6. Fire Protect & Fire Fighting System With Sprinklers & Censors,
7. Lifts (4 No's) – 1 (Service) + 3 (Passengers),
8. Ample Parking Space for guests.

Schedule-J
[Extras & Deposits]

Part-I
[Extras]

1. **Additional Work:** The cost of any work done in the Unit in addition to those mentioned in the Specifications mentioned in **Schedule-F** at the request of or with the consent of the Purchasers including, but not limited to, the expenses of having the Plan modified if required for the Additional Work.
2. **Electricity Expenses:** The proportionate costs including, but not restricted to, the deposits and expenses payable to CESC Limited or otherwise for bringing the electric supply connection lines to the Premises the amount whereof will be Rs. 100 Per Sq. Ft. of the Chargeable area of the composite unit of the Purchasers including the costs and deposits of transformer/s, cabling, mother meter/s etc. The purchasers shall also pay the deposit for its individual meter.
3. **Generator Expenses:** Proportionate cost of the stand-by generator (hereafter the "**Generator**") to be provided for supplying electricity in case of power failure for the internal consumption of the Unit and the Common Portions. The amount payable by the Purchasers shall be Rs. 25000/- per KVA.
4. **Legal Charges:** The purchaser will pay Rs.20 per square feet of the chargeable area of the composite unit as costs for preparation of this

Agreement for Sale and Conveyance as well all other documents in connection with or related to the sale of the Composite Unit by the Developer to the Purchasers one-half whereof is to be paid by the Purchaser at or before execution hereof and balance before the Possession Date. This Charge however is not inclusive of the expenses to be incurred by the Purchasers for registering the Conveyance for the Composite Unit which is to be paid separately by the Purchasers to the Developer within 7 (seven) days of being called upon to do so.

5. **Association Cost:** Rs. 7/- Per Sq. Ft. of the Chargeable area of the composite unit of the Purchasers.
6. **Miscellaneous Charges:** The purchaser shall pay one time charge of Rs.5000/- as Miscellaneous Charge.

Part-II **[Deposits]**

1. **Maintenance Expenses Deposit:** An amount equal to Rs. 48/- (Rupees Forty Eight) per Square Feet of the chargeable area of the composite unit towards initial Maintenance Expenses for twelve months. The Developer will hand over the remainder of this Deposit, if any, to the Association upon its formation.
2. **Registration Costs:** An amount equal to the applicable stamp duty and registration fee for the Conveyance of the Composite Unit as also the incidental expenses to be incurred for such registration.
3. **Security Deposit for Rates & Taxes:** An amount equal to Rs. 25/- (Rupees Twenty five only) per Square Feet of the chargeable Area as security deposits for any rates and/or taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies, for payment of all rates & taxes for the Composite Unit if required to be paid on behalf of the Purchasers for the Composite Unit till such time

the Composite Unit is separately mutated for payment of all rates and taxes.

4. **Sinking Fund:** An amount equal to Rs. 50/- (Rupees Fifty only) per Square Feet of the chargeable area of the composite unit.

Schedule-K

Part-I [Price]

Rs./- (Rupees only)
+ G.S.T extra as applicable from time to time to be paid extra.

Part-II [Installments]

Stages	Particular	% of Payments
Booking + Agreement	Application / Booking Money	Rs. 3 Lakhs
	On Agreement	10% of Total Consideration less Application / booking money + GST
Super structure	On piling	10% of Total Consideration + GST
	Basement roof casting	5% of Total Consideration + GST
	1st floor roof casting	10% of Total Consideration + GST
	3rd floor roof casting	10% of Total Consideration + GST
	5th floor roof casting	10% of Total Consideration + GST
	7th floor roof casting	10% of Total Consideration + GST
Finishing Work	Brick work & internal plaster work	10% of Total Consideration + GST
	Lift and common area finishing	5% of Total Consideration + GST
	External Finishing work	10% of Total Consideration + GST
Possession	Possession	10% of Total Consideration + Deposits + GST

Part-III
[Payment at or before Execution]

The Developer confirms having received the sum of Rs./-
(Rupees Only) only before execution hereof.

Schedule-L
[Manner of use of the Subject Unit]

The Purchasers shall use the Subject Unit only as an Office Space.

Schedule-M
[Subject matter of Agreement]

[Composite Unit]
PART-I
[Subject Unit]

The Unit No. having a Built-up Area of Square Feet more or less (Chargeable/Super Built-up area of about Square Feet) (hereafter the "**Unit Area**") on the Floor of the building under construction at the Premises described in **Schedule-A** delineated "**RED**" attached plan.

PART-II
[Subject Parking Space]

The right to park car(s) in the parking area on the ground floor/basement Parking facility of the building under construction at the Premises described in **Schedule-A** to be allotted by the after completion of the Project.

PART-III
[Land Share]

The proportionate undivided, indivisible and singly non-transferable share in the land comprised in the Premises described in **Schedule-A**.

PART-IV
[Common Portion Share]

The proportionate, undivided, indivisible and singly non-transferable share of the Common Portions mentioned in **Schedule-B**.

WHERE

The term **proportionate** shall mean the proportion the Unit Area mentioned in **Part-I** of this **Schedule** will bear to the Super Built-Up Area of all the Units in the Building to be constructed at the Premises described in **Schedule-A**.

Execution: In witness whereof the Parties have executed this Agreement at Kolkata on Date.

Signed and **delivered** by the within named **Owner** in the presence of:

Signed and **delivered** by the within named **Developer** in the presence of:

Signed and **delivered** by the within named **Purchasers** in the presence of:

=====
DATED THIS DAY OF 2018
=====

“WELLINGTON CENTRE”, Unit No.,
..... Floor, 42, S. N. Banerjee Road,
P. S. Taltola, Kolkata-700014 within
Ward No.53 of the Kolkata Municipal
Corporation.

BETWEEN

**THE YOUNG MEN’S CHRISTIAN
ASSOCIATION, CALCUTTA**

.... OWNER

ULTIMATE ESTAES PRIVATE LIMITED

.... DEVELOPER

-AND-

(1)

(2)

.... PURCHASER(S)

AGREEMENT FOR SALE