

PABITRA VINCOM LLP & ANOTHER

Owners

And

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Purchaser

And

MEHARIA CONSORTIUM

Confirming Party/Developer

AGREEMENT FOR SALE



RE: Unit No. \_\_\_\_\_, on the \_\_ Floor, at "OXFORD DEVAA"  
at 52B, Rash Behari Avenue, Kolkata 700026

**Meharia Reid & Associates**  
9, Old Post Office Street, Ground Floor  
Kolkata 700001

THIS AGREEMENT FOR SALE made this \_\_\_\_ day of \_\_\_\_\_ 2018 BETWEEN

(1) Pabitra Vincom LLP (PAN AAHCP8957D) and (2) Ishaaniaa Infracproject LLP AADFI7913F), all are Limited Liability Partnership Firms under the LLP Act of 2008 and having their Registered Office at 9, Old Post Office Street, Ground Floor, Kolkata 700001, hereinafter collectively referred to as **"OWNERS"** all of them are represented by Mr. Anurag Meharia being the Constituted Attorney of Pabitra Vincom LLP and Designated Partner of Ishaaniaa Infracproject LLP (which expression shall mean and include their successors in office and/or assigns) of the ONE PART

AND

\_\_\_\_\_, (PAN: \_\_\_\_\_), son of \_\_\_\_\_, aged about \_\_\_ years residing at \_\_\_\_\_ and (2) \_\_\_\_\_, (PAN: \_\_\_\_\_), wife of \_\_\_\_\_, aged about \_\_\_ years residing at \_\_\_\_\_, hereinafter referred to as the PURCHASERS(which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

**Meharia Consortium**, being a division of **Ishaaniaa Infracproject LLP (PAN: AADFI7913F)**, a Limited Liability Partnership, (LLP Registration No. AAA-8564) and having its registered office at 9 Old Post Office Street, Ground Floor, Kolkata 700001 represented by its CEO **Mr. Anurag Meharia** [PAN: AEYPM6998K] and [Aadhaar No. 638319411105] son of Mohan Prasad Meharia, by faith Hindu, by Nationality Indian, by occupation Business, presently residing at Premises No. 57A, Block D, 3<sup>rd</sup> Floor, P. S.: New Alipore, P. O.: New Alipore, Kolkata 700053 hereinafter referred to as **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in interest and permitted assigns).

#### WHEREAS

- 1) The Owners are entitled to ALL That piece and parcel of revenue free land containing as area of Eight Cottahs Fifteen Chittacks and Thirty-Four square feet the same or little more less situate at 52B Rash Behari Avenue (formerly numbered as 52A and 52B Rash Behari Avenue), Police Station: Tollygunge, Kolkata 700026, within Ward No. 88 of the Kolkata Municipal Corporation, in the State of West Bengal and more fully described in the **First Schedule** hereto and hereinafter referred to as **'the said Premises'**.
- 2) One Srish Chandra Mitra together with his brother Sanat Kumar Mitra purchased the said Premises (then numbered as 52 Rash Behari Avenue, subsequently renumbered as 52A and 52B Rash Behari Avenue) in the names of their respective wives name namely Mrs. Mrinalini Mitra & Mrs. Kamalabala Mitra from Kolkata Improvement Trust. This purchase was recorded by way of a registered deed of sale being Deed No. 1652 registered with the Sadar Sub Registrar of Alipore in Book No. 1, Volume No. 10, at pages 259 to 262 19<sup>th</sup> February 1929.
- 3) Said Srish Chandra Mitra became the sole and absolute owner of the 50% share of the **Said Premises** after the death of Mrs. Mrinalini Devi wife of Srish Chandra Mitra. However said Srish Chandra Mitra for the sake of clarity in the flow of Title filed a Suit before the 2<sup>nd</sup> Sub Judge at Alipore being No TS 7 of 1946 for decree for declaration of Right title and interest over the 50% ownership over the **said**

**Premises** and got the decree as prayed for and became the absolute and clear owner of 50% ownership over the **said Premises**.

- 4) Similarly as said Sanat Kumar Mitra purchased 50% of ownership jointly in his wife's name as Benamidar and he also for the sake of clarity in Title filed a Suit before the 2<sup>nd</sup> Sub Judge at Alipore being No TS 269 of 1948 for decree for declaration of Right title and interest over the 50% ownership over the **said Premises** and got the decree as prayed for and became the absolute and clear owner of 50% ownership over the **said Premises**.
- 5) Subsequently, Srish Chandra Mitra and Sanat Kumar Mitra constructed one three storied at the said premises.
- 6) That thereafter said Premises was jointly purchased by the **Pabitra Vincom Private Limited** and **Ishaaniaa Infraproject LLP** from the surviving heirs of Srish Chandra Mitra and Sanat Kumar Mitra under several Deed of Conveyances executed on several dates.
- 7) In the meantime legal entity and the propriety of said **Pabitra Vincom Private Limited** has been changed and converted into **Pabitra Vincom LLP** on 29<sup>th</sup> November 2016 by virtue of certificate of registration on Conversion issued by Ministry of Corporate Affairs.
- 8) Thus upon purchase of the above said Premises and on subsequent transaction **Pabitra Vincom LLP** and **Ishaaniaa Infraproject LLP** became the owners of the said Premises and being the Owners got their names mutated in their names in the records of the Kolkata Municipal Corporation on 24<sup>th</sup> day of September 2015 for 52B Rash Behari Avenue and on the 21<sup>st</sup> day of July 2015 for 52A Rash Behari Avenue.
- 9) The Owners thereafter applied for amalgamation of the two premises being 52A Rash Behari Avenue and 52B Rash Behari Avenue into single premises and the same was amalgamated, by an order of the Kolkata Municipal Corporation dated 5<sup>th</sup> January 2016.
- 10) The Owners have decided to develop the said Premises and have named the proposed new building thereat as "Oxford DEVAA" hereinafter referred to as '**the said Building**'.
- 11) The Owners by an agreement dated 18<sup>th</sup> April 2015 had authorized Meharia Consortium (A division of Ishaaniaa Infraproject LLP) to construct the said building as a Developer. Thus the Developer has become entitled to construct, erect or cause to construct, erect and complete the said Building under the instruction of the Owners, in accordance with the plan sanctioned by the Kolkata Municipal Corporation, the building consisting of various self-contained Units, constructed spaces, open spaces and car parking spaces both open and covered capable of being held and/or enjoyed independently of each other, in the terms and conditions contained and recorded in the agreement dated 18<sup>th</sup> April 2015, hereinafter referred to as the said '**Owners Agreement**'.
- 12) In pursuance of the said Owners Agreement, Owners also authorised and empowered the Developer to collect the payment of consideration on behalf of the Owners and the Developers by way of cheque or demand draft drawn in the name of "**Meharia Consortium-Oxford DEVAA**" and the Developer herein confirm the instant agreement for sale and received the earnest money out of the total agreed consideration as stated below.
- 13) In pursuance of the said Owners Agreement and in furtherance thereof the Owners caused maps or plans to be sanctioned by Kolkata Municipal Corporation (hereinafter referred to as the '**said Plan**'

whereby and where under the Owners herein became entitled to construct erect and complete ground plus five (5) storied building hereinabove mentioned.

- 14) On the 18<sup>th</sup> April 2018 the Owners got sanctioned plans from Kolkata Municipal Corporation bearing Building Permit No. 2018080005 for construction of a Ground plus five (5) storied Building on the said Land hereinafter referred to as said "Oxford DEVAA".
- 15) The Owners have already commenced the construction of the said Building on the said Premises.
- 16) At or before execution of this Agreement the Purchasers:
  - a) Have fully satisfied themselves as to the title of the Owners and the right of the Owners in respect of the said Premises.
  - b) Have inspected the plan sanctioned by the authorities in respect thereof.
  - c) Have inspected the plan sanctioned by the authorities concerned in respect of the said Building and the said Unit to be constructed by the Owners and agrees not to raise any objection with regard thereto.
  - d) Have verified the location and site of the said Unit including egress and ingress thereof and the area of the Unit as stated in this Agreement and agrees not to dispute the same.
  - e) Have acknowledged that the right of the Purchasers shall remain restricted to the said Unit as described in the **Third Schedule** hereunder written.
  - f) Have satisfied themselves as to the carpet area being \_\_\_\_\_ square feet, the built-up area being \_\_\_\_\_ square feet and proportionate share in the common area being \_\_\_\_\_ square feet in relation thereto and comprised within the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various units comprised in the said Building and has agreed not to challenge or dispute the same in any manner whatsoever or however.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1.0 **Terms:**

- 1.1 The Owners agreed to sell and the Purchasers agreed to purchase ALL THAT Unit No. \_\_\_ admeasuring as set out in Clause 2 below on the \_\_\_ Floor Together With 1 (One) Covered Car Park being No. \_\_\_\_\_ on the Ground Floor of the said Building including Undivided Proportionate Share of the said Premises more fully described in the **Second Schedule** hereto) and proportionate share of Common Parts and Common Areas including staircases and staircases landing roof etc. and the said Unit is more fully and particularly described in the **Fourth Schedule** hereunder written at and for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), not including taxes as applicable at the rates as notified, advances and deposits, free from all encumbrances.
- 1.2 This consideration as set out above includes the booking amount paid by the Purchaser to the Developer towards the said Unit;

- 1.3 The total consideration of the said Unit includes (a) the cost of total build up area of the Unit, (b) the cost for proportionate share in the Common Areas and (c) exclusive right to use \_\_\_\_\_ covered car parking as provided in the Agreement.
- 1.4 The total consideration excludes GST payable on the purchase of the Unit, charges as mentioned in the **Eighth Schedule** and cess or any other similar taxes which may be levied, in connection with the construction of the building payable by the Developer up to the date of handing over the possession of the Unit, provided that in case there is any change and/or modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change and/or modification;
- 1.5 The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (a) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 1.6 The said total consideration shall be payable by the Purchasers to the Developer in the manner mentioned in the **Seventh Schedule** hereto and such payment will be deemed as paid to the Owner.
- 1.7 Save and except as otherwise contained in this Agreement, the said Unit as fully described in **Third Schedule** hereunder written and herein agreed to be purchased and the right of common user over Common Parts and Common Areas hereinafter written, the Purchaser shall have no claim or right of any nature or kind over or in respect or other portions of the said Building or any other portion comprised in the Project.



2.0 **Total Area:**

- 2.1 The total carpet area of the said Unit as defined in the Act of 2017 is \_\_\_\_\_ Square Feet;
- 2.2 The total built up area of the said Unit in terms of Act of 2017 including exclusive balconies and other areas is \_\_\_\_\_ square feet;
- 2.3 The proportionate share of common area of the Building is an additional area of \_\_\_\_ Square feet;

3.0 **Building and Construction: Owners and Developer confirms as follows:**

- 3.1 That said Building and the said Unit in Oxford DEVAA is being constructed in accordance with the Plan sanctioned by the authorities concerned with such variations, modifications or alterations as may be deemed fit and proper by the Architect.
- 3.2 That the said Building comprises of several self-contained Units with common facilities, areas and parts, with the aim of ultimately conferring the right of Ownership as per terms, conditions spelt out in the Agreement.
- 3.3 The work of construction has been carried out with standard materials as has been approved by the Architect and the decisions of the Architect regarding the quality and specifications of materials is final and binding.
- 3.4 That the Building and the Units in the said Building has been constructed and completed with broad specification specified in the **Third Schedule**.

- 3.5 If, any defect including quality of materials used in the construction of the said Building is brought to the notice of the Owners and Developers by the person or persons taking possession of the Unit within a period of one year from the date of taking such possession, it shall either be rectified, wherever possible by the Owners and Developers without charge to the person or persons who agreed to purchase any Unit or Units or such person or persons shall be paid a reasonable compensation for such defect or change.
- 3.6 That Owners' and Developer's liability towards the grievances of the Purchaser of the said Unit is limited up to 1 year from the date of handing over possession of the Unit.
- 3.7 That the Common Parts and Common Areas comprised in the said Building have been as listed in the **Fourth Schedule**. The specification of the Unit has been specified in the **Fifth Schedule**.
- 4.0 Additional and Extra Work: The Purchaser shall pay and bear all additional costs incurred for providing any additional facilities and utilities related to and within the Unit including as specified in the **Eighth Schedule** more than those listed in the **Third Schedule, Fifth Schedule**.
- 5.0 **Owners' and Developer's Obligation:**
- 5.1 That the Owners and Developers shall construct the said Unit in accordance with the provisions of all the laws and rules in this connection as has been framed and amended from time to time by the Kolkata Municipal Corporation and other statutory body or bodies.
- 5.2 That the Owners and Developers shall construct and complete the said Unit as per the Building Sanction Plan and any change thereto shall be duly regularized under the provisions of Rule 26 (2A) and (2B) of the Kolkata Building Rules as mentioned above.
- 5.3 That the Owners and Developers shall complete all the common areas and install all installations in the complex.
- 6.0 **Obligations of Purchasers:** Further to and without prejudice to all other obligations and stipulations of the Purchaser as contained in this Agreement, the obligations of the Purchasers for the purposes of this agreement are as follows:
- 6.1 That the Purchasers shall not do any act deed or thing whereby the construction of the said Unit in anyway hindered or impeded nor shall in any way commit breach of any terms and conditions herein contained.
- 6.2 That, if, for any neglect or default on the part of the Purchasers, the construction of the said Unit, or any part thereof is in any way hindered or impeded the Purchasers shall be liable to pay damages therefore or for any reason whatsoever.
- 6.3 That the Purchasers shall be liable to bear and pay proportionate municipal rates and taxes in respect of the undivided proportionate share in the said Land and the said Unit from the date of taking possession of the said Unit and/or registration of Deed of Conveyance, whichever is earlier irrespective of whether the said Unit is separately assessed to such rates and taxes or all the Units in the Oxford DEVAA are jointly assessed.

- 6.4 That the Purchasers shall be entitled to take possession of the said Unit only upon paying in full all dues mentioned in **Seventh Schedule** and **Eighth Schedule** and any other amount due and/or payable by him and as from the day the final instalment of consideration falls due and the Purchaser fails to pay the same then the Purchasers after expiry of 15 days from the due date of the Final instalment shall become liable to pay the common expenses for the items mentioned in the **Sixth Schedule** hereunder written. The Owners and Developers shall however offer the Unit for occupation by the Purchasers only after obtaining full payment of the consideration amount from the Purchasers, and any other amount due and payable under the agreement.
- 6.5 That the Purchasers shall after taking over possession of the Unit undertakes to abide by all the rules and regulations as may be framed by the Association or the Holding Organization and pay to the Association so formed for the maintenance of the common portions and the premises, pay regularly on the 7<sup>th</sup> day of every month to the Association the proportionate share of common expenses and outgoings as mentioned in the **Sixth Schedule** hereunder.
- 6.6 The Purchasers shall not have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the other portions of the said Land excepting the Undivided Proportionate Impartible Share in the said Land in which the said Unit is situated. Save and except the Purchaser's right to use of common parts and common areas of the Building under the **Fourth Schedule** hereunder and any other rights specifically granted by the Owners and Developers to the Purchasers, the Purchasers shall not have any other rights over the lands, buildings etc. of the Complex.
- 6.7 The Purchasers shall use the said Unit exclusively for residential purposes and shall not use the same for commercial purposes or immoral/ illegal purposes whatsoever.

7.0 **Rights of Purchasers:**



- 7.1 That the water supply system, pump room, staircase, staircases landings, overhead tank, privy, ultimate roof and the other common portions of the Said Building shall always remain common property of the Purchaser for the purpose of common user and nobody shall create any hindrance in respect of the common user of such common property. However the Purchasers shall not create any obstruction or hindrance in setting up of the common facilities on the ultimate roof or any other common area.
- 7.2 That the Purchasers shall have full and absolute proprietary right such as Purchasers derives his title save and except that of demolishing or committing waste in respect of the said Unit in any manner to affect the other owners of Units who have already acquired or may hereafter acquire similar property rights as served by this Agreement.
- 7.3 That the Purchasers shall upon completion of purchase and payment of full consideration be entitled to sell, mortgage, lease or otherwise alienate the said Unit hereby acquired subject to the terms and conditions contained herein without the consent of any other Unit owners who may have acquired before or who may hereafter acquire any right, title or interest like those acquired by the Purchasers. It is also agreed that the Purchasers shall acquire full right and interest in the said Unit agreed upon to be sold to him/her based on this agreement and shall be entitled to Title of the said Unit subsequently on registration of sale deed or conveyance in favour of the Purchasers in terms of this agreement.
- 7.4 That the Purchasers shall have undivided interest in the said Land on which said Building will be constructed in which the said Unit is situated which shall remain joint for all time with the other co-

owners who may hereafter or hereto before have acquired title and interest in the said Land and in any Unit in the said Building. It is being hereby further declared that the interest in the said Land is impartible.

7.5 That the roof of the ultimate floor of the said Building in which the said Unit is situated shall always be the common property for the users of all the Purchasers and/or Unit holders of the said Building along with the Owners and Developers if any part of the said Building remain unsold but none have right to make any further construction thereupon except the Owners and Developers who shall be entitled to set up common facilities on the ultimate roof or any other common area.

7.6 That the Purchasers shall have right to the respective side of the common partition wall demarcating their Unit from another adjacent to his Unit and shall be entitled to repair and maintain the same but they shall not be entitled to damage or open door or window on the same encroaching the privacy of the adjoining Unit owners and shall have no right over the any other land adjoining the said Building other than the said Land described in **Second Schedule** hereunder written on which Said Building has been constructed.

7.7 That the Purchasers shall from the date of possession of the said Unit pay the proportionate share of the common expenses mentioned in the **Fourth Schedule** hereto.

8.0 **Payment of Consideration:**

8.1 The Developer shall give a written notice to the Purchasers as and when any payment becomes due and payable under this agreement.

8.2 Time for payment of the consideration and other amounts hereunder by the Purchasers to the Developer shall be the essence of the contract.

8.3 The consideration amount mentioned in **Seventh Schedule** hereunder written is based on the details as set out in clause 2.0 above.

8.4 That over and above the consideration amount the Purchaser is required to make payments for the extra payments mentioned in **Eighth Schedule** and any other additional payments required to be made for additional work if any conducted on/or before the possession and/or registration of conveyance

8.5 For the purpose of facilitating the payment of the consideration the Purchasers shall be entitled to apply for and obtain financial assistance from Banks/financial institutions. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any bank/ financial institution the Owners and Developer shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the Purchasers and the Bank/financial institution, SUBJECT HOWEVER, the Owners and Developer being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Owners and Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchasers from such bank/financial Institution.

8.6 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove and the **Seventh Schedule** and the **Eighth Schedule** below shall be strictly paid and/or deposited by the Purchasers with the Owners and Developer in accordance with the terms of payment as set out in this Agreement. This shall not however prejudice the Owners and Developer right in case of default, to claim or realize the said amounts later even after possession is given.



8.7 The Developer shall intimate to the Purchasers the date on which the referred instalments would be due or be expected to become due by emailing and/or dispatching the intimation by Registered Post with A/D or Speed Post with A/D to the address of the Purchasers as referred to herein not less than 14 days before the payment is due. The dispatch by Registered Post with A/D or Speed Post with A/D and/or emailing shall be sufficient proof of dispatch and any delay in payments beyond 14 days from the date of such dispatch shall be considered as non-payment in time and shall be subject to the provisions of this agreement as stated hereinafter.

9.0 **Default in Payment:**

9.1 The Purchasers shall pay interest at the rate of 15% per annum on all sums (inclusive of other charges) becoming due which the Purchasers fails to pay to the Owners and Developer in terms hereof within fourteen days from the date of Notice being given to the Purchasers by the Owners and Developer. This will be without prejudice to the other rights of the Owners and Developer herein. The Owners and Developer shall have the discretion to waive and/or reduce the interest and this will not entitle other Unit Purchasers to claim such waiver/reduction as a precedent/practice. The interest shall be calculated for the period of default starting with the date on which an amount or any part thereof falls due, to the date of final payment.

9.2 In the event of any default on the part of the Purchasers in making payment of any of the instalments falling due or any other sum becoming due and not paid by him/her or the Purchasers commits breach of any of the terms and condition herein contained then in that event the Owners and Developer shall be entitled to cancel and/or terminate this agreement with or without notice and to refund without interest all the moneys paid to the Owners and Developer after retaining/deducting 10% of the total value of the agreement for that Unit and GST which have been paid and deposited, as predetermined liquidated damages and the Purchasers hereby consents to the same. In such an event the Purchasers shall cease to have any right under this agreement or in respect of the said Unit.

9.3 If the Purchasers on their own cancels this agreement due to no fault of the Owners and Developer, the Owners and Developer shall be liable to refund the amount paid by the Purchasers (excepting other expenses incurred in connection with the sale of the said Unit), but without any interest and after retaining/deducting 10% of the total consideration and GST which have been paid and deposited, as and by way of liquidated damages, only after they have found a new buyer for the said Unit and only on receiving the consideration from the said new buyer for the said Unit. The Owners and Developer shall in any of such events be entitled to deal with or transfer the said Unit at its absolute discretion as it may deem fit and proper free from any objection/claim/dispute/right of the Purchasers against the Owners and Developer and the said Unit.

10.0 **Unit Construction:**

10.1 The Developer shall construct and complete the construction of and make habitable the said Unit in accordance with the Plan in the manner and with the specifications mentioned in the **Third Schedule** and **Fifth Schedule** hereunder written and have installed and completed the common areas and service installations in the said Building mentioned in the within stated **Fourth Schedule** within a period of 30 months from the date of commencement of construction.

10.2 However, in the event the construction is not completed within the stipulated period, the Developer shall be entitled to an additional grace period of six (6) months. If the above-mentioned time of completion of the transaction cannot be adhered to for any reason and goes beyond the grace period

then the said time shall be extended with mutual discussions, provided all amounts due and payable by the Purchaser as provided herein or as stipulated under the **Seventh** Schedule and **Eighth** Schedule have been paid by the Purchaser. In the event of any default or negligence attributable to the Purchaser fulfilment of terms and conditions of allotment, the Developer shall be entitled to reasonable extension in delivery of possession of the Unit to the Purchaser. The Purchaser shall not raise any objection or make any claim or default any payments demanded by the Developer on account of inconvenience, if any, which the Allottee may suffer due to any developmental and constructional activities or other incidental/related activities in the Complex where the Unit is proposed to be developed.

- 10.3 In any situation other than that of Force Majeure, if Developer fails to deliver possession of the Unit to the Applicant within the stipulated time, it will pay compensation to the Applicant for such Unit effective from the scheduled date of delivery of possession till actual date of handing over of possession of the Unit @ 1.25% per month of the amount paid by the Purchaser until date for the period of delay after taking into account the extensions given to the Developer under this document.
- 10.4 During the period of finishing work of the Said Building the Purchasers shall enter the Building at their own risk. The Owners shall not be liable for any untoward incident or accident. Owners project staffs are to focus on timely and quality construction and are not expected to respond to Purchaser's enquiries. No verbal assurances shall be a commitment made by the Owner and only written commitments made by an authorized representative of the Owners shall be considered to have been made on behalf of the Owners.
- 10.5 The work of finishing the Building shall be done as soon as practical and since some of the common facilities and/or amenities are to be common for the entire project the same shall be provided only upon completion of the entire project but so far as the Said Building in which the Unit of the Purchasers are situated the same shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect.
- 10.6 The Owners will not entertain any request for modification in the internal layouts of the Unit and external facade of the said Building and common areas.
- 11.0 **Nomination:**
- 11.1 The Purchaser shall have the right to nominate or assign his right under this agreement to any person/persons of his choice during the subsistence of this Agreement but the Purchaser shall have to get the prior consent from the Developer for the same.
- 11.2 However, the Owner and the Developer shall be entitled and the Purchaser shall be liable to enter into a tripartite nomination agreement along with the Nominee and the Purchaser shall be liable to pay an amount equal to 2.00% of the Total Consideration together with and upgradation of individual Unit at the time of the transfer plus GST at the time of execution of the said nomination agreement to the Developer otherwise the Nomination agreement shall be treated null and void.
- 12.0 **Possession and Conveyance:**
- 12.1 Upon the final instalment of consideration falling due as per the **Seventh Schedule**, the Developer shall give a notice thereof in writing to the Purchaser who within fifteen days of its service:
- 12.2 May take inspection of the said Unit in presence of the Developer or its representative;

- 12.3 May point out any quality related issues, if any, required to be rectified by the Developer and which if required would be rectified by the Developer but which shall not withhold the performance of the other obligations of the Purchaser hereunder;
- 12.4 Shall pay the entire balance consideration and all other amounts and deposits payable by the Purchasers to the Developer for sale of the said Unit.
- 12.5 Fulfil all his other covenants hereunder and complete the purchase of the said Unit;
- 12.6 Take possession of the said Unit.
- 12.7 If no inspection is taken within the expiry of the 15 days of service of the notice, it shall be deemed that such right is waived. However, the date of expiry of the 15 days of the service of notice of possession is deemed possession and deemed possession/ date of possession whichever is earlier is the Date of Commencement of Liability.
- 12.8 The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non-performance or delay in performance of all or any of the obligations and covenants as contemplated hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Purchasers take actual physical possession of the said Unit.
- 12.9 The Owners shall not be liable to deliver possession of the said Unit to the Purchasers nor shall execute any Conveyance or other instruments until such time the Purchasers make payment of all amounts agreed and required to be paid hereunder by the Purchasers and the Purchasers has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchasers to be observed and performed until then.
- 12.10 It will not be necessary for the Owners to complete all the common areas and install all the installations in the complex, before giving the notice to the Purchasers for the payment of the final instalment of consideration as per ninth **Schedule** and to take possession of the said Unit. The Purchasers shall, at the time of taking possession get their Unit registered in their names and for this purpose shall pay the stamp duty, registration charges and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Unit and any other assurances deeds required to be made for or in relation thereto.
- 12.11 It is further expressly agreed that with effect from the date of notice of possession from the Developers to the Purchasers, it shall be deemed that the Developer have complied with all its obligations hereunder to the full satisfaction of the Purchasers other than defects and deficiencies if any pointed within 15 days and the Purchasers shall not be entitled thereafter to raise any dispute against or claim any amount from the Owners and Developer on any account whatsoever.
- 13.0 **Restrictions on Transfer:** The Purchasers shall not be entitled to transfer or assign the benefits/rights of the Purchasers under this Agreement or nominate any person for acquiring the said Unit till such time the Deed of Conveyance of the said Unit is executed AND if the Purchasers shall desire to transfer or assign the Purchaser's right hereunder or nominate any person or acquiring the said Unit before the execution of the Deed of Conveyance the Purchasers shall not be allowed to transfer in any case within a period of one year of signing of this Agreement of sale but after one year period has lapsed the Purchasers shall be allowed to transfer only with a pre-granted written consent of the Owners or

in those cases where the Purchasers have obtained housing loan in respect of the Unit from any bank or a financial institution with the consent in writing of the Owners and of such bank or the financial institution as the case may be and upon payment of 2% of the total consideration money as nomination charge/fee and such nomination charge shall be payable for every successive nomination till the execution of the Deed of Conveyance as aforesaid.

- 14.0 **Purchaser's Covenants:** The Purchaser agrees and covenants from the date of purchase as follows:
- 14.1 To Co-operate with the other Co-Purchaser and the Owners and/or any Association in the management and maintenance of the said Building and the Common Parts, Portions, facilities and Amenities in the entire Complex.
- 14.2 To observe the rules framed from time to time by the Owners, Holding Organization and/or upon formation by the Association for the quiet and peaceful enjoyment of the said Building as a decent building and all the common parts, portion, Facilities and Amenities in the entire Complex.
- 14.3 To allow the Developer or Association with or without workmen to enter the said Unit for maintenance and repairs of the said Unit and/or portions of the Unit above, below and adjacent to the said Unit and for leaving/delivering notice to the said Purchasers and/or occupiers of the said Unit.
- 14.4 To pay and bear the maintenance charges and common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Unit (including those mentioned in the **Sixth Schedule** hereunder written) proportionately for the said Building and/or common parts/Areas, facilities and amenities in the entire Building and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Owners or Holding Organization and to the Association upon its formation. Such amount shall be deemed to be due and payable on and from the date of notice of handover of possession, whether actual possession of the said Unit has been taken or not by the Purchasers.
- 14.5 To deposit the amounts reasonably required with the Developer and upon the formation with the Association as the case may be towards the liability for the rates and taxes and other outgoings.
- 14.6 To pay charges for electricity in or relating to the said Unit wholly and proportionately relating to the Common Parts, Portions, Facilities and Amenities in the Complex.
- 14.7 Not to sub-divide the said Unit and/or Open space, if attached to the Unit and/or the Car Parking space or any portion thereof, if allotted.
- 14.8 Not to do any act deed or thing or obstruct the completion of the Said Building and Common Facilities, Amenities and Common Portion in the entire Building in any manner whatsoever.
- 14.9 Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Building and/or any part or portion of the Building.
- 14.10 Not to store or bring and allow to be stored and brought in the said Unit any goods or materials of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

- 14.11 Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof.
- 14.12 Not to fix or install air-conditioners in the said Unit save and except at the places which have been specified in the said Unit for such installation.
- 14.13 Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
- 14.14 Not to damage or demolish or cause to be damaged or demolished the said Unit or any part thereof.
- 14.15 Not to put their names in entry passages excepting in the proper place or on the mail box provided by the Developer for the use of the said Unit occupied by the Purchasers.
- 14.16 Not to close or permit the closing of veranda or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounges or change any external walls, main door or the fences of external doors and windows of the said Unit which in the opinion of the Owners differs from the colour scheme of the said Building or deviation, or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said Building.
- 14.17 Not to install grills the designs of which have not been suggested or approved by the Architect.
- 14.18 Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said Building or cause increased premium to be payable in respect of thereof if the said Building is insured.
- 14.19 Not to make, in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Owners and Developer or any concerned authority.
- 14.20 The Purchasers shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna excepting that the Purchasers shall be entitled to avail of the cable connection facilities to be provided by the Developer or maintenance company to the Purchasers and also the other Purchasers of the Units in the said Premises at the cost of the Purchasers.
- 14.21 Not to use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose and to use for any other purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Said Building or to the Purchasers and occupiers of the other Building/Buildings in the Building or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking spaces, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- 14.22 Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of his/her/its own car/cars.
- 14.23 Not to park car on the pathway or open spaces of the Said Building or at any other space except the space if any allotted to it and to use the pathways as would be decided by the Developer.
- 14.24 To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association and after the Association is formed to comply with and/or adhere to the Building rules and regulations of such Association.
- 14.25 To abide by such rules and regulations regarding the use of the amenities as shall be framed or made applicable from time to time.
- 14.26 Not to alienate sell transfer or lease out the car parking space and adjoining open space of any or nominate any other party devoid of the sale, transfer, or letting out or nomination of the said Unit.
- 14.27 The Purchasers and/or any persons claiming through him or her shall always be bound and observe the above restriction and/or right of user and other obligations.
- 15.0 **Force Majeure:** The Owners and Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Owners to be performance and observed if it is prevented by any of the conditions herein below:
- 15.1 Act of God.
- 15.2 Fire.
- 15.3 Natural calamity.
- 15.4 Tempest.
- 15.5 Labour unrest, if caused because of Government Policies/Acts.
- 15.6 Local Problem and/or local disturbance.
- 15.7 Any prohibitory order from the court, Kolkata Municipal Corporation and all other statutory authorities including the Pollution Control Board and all other Environment Control and Regulation Authorities.
- 15.8 Any other unavoidable circumstances beyond control of the Owners/Vendors.
- 16.0 **Miscellaneous:**
- 16.1 The Purchasers has committed himself/herself and/or has assumed the complete responsibility and obligation to get this Agreement registered and provide proper stamp duty and/or make payment of any deficiency in the stamp duty and in no event the Vendor shall be liable and/or responsible for the same. If at any time the Purchasers shall require this agreement to be registered, then and in that event upon seven days' notice being given to that effect the Owners and Developer shall remain present at the appropriate registration office to admit execution of this agreement.



- 16.2 In case of any failure on the part of the Purchasers in getting this document and/or agreement properly stamped and if the Owners and Developer have to provide this agreement in evidence then any amount which may become payable on account of deficient stamp duty, registration charges, penalty and interest shall be paid borne and discharged by the Purchasers and the Purchasers has agreed to indemnify and keep the Owners and Developer indemnified from and against all costs charges claims actions suits and proceedings.
- 16.3 In the event of the Purchasers obtaining any financial assistance and/or housing loan from any bank and/or financial institution the Owners and Developer are hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchasers and the Bank and/or financial institution SUBJECT HOWEVER the Owners and Developer being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Owners and Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchasers from such Bank and/or Financial Institution.
- 16.4 This Agreement is personal and the Purchasers shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Unit without the consent in writing of the Owners and Developer until such time the full amount of consideration and other dues has been paid including the nomination fees if any by the Purchasers to the Owners and Developer and the Purchasers performing and observing all the other terms and conditions herein contained and on the part of the Purchasers to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount and other dues including the nomination fees if any as per the terms and conditions of this agreement the Purchasers shall be entitled to transfer, let out, grant, lease and/or mortgage and/or in any way deal with the said Unit for which no further consent of the Owners and Developer shall be required.
- 16.5 The right of the Purchasers shall remain restricted to the said Unit and the properties appurtenant thereto and use of the Common Parts, Portions, Facilities and Amenities and in no event the Purchasers shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building and the said Premises.
- 16.6 The name of the building shall be Oxford DEVAA and will not be changed without the consent of the Owners and Developer.
- 16.7 The Owners and Developer and the Purchasers have executed this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer and the Purchasers or to be construed a partnership between the Owners and Developer and the Purchasers or to be construed as a joint venture or joint ventures between the Purchasers and the Owners and Developer nor shall the Owners and Developer and the Purchasers constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 16.8 The Application Form and the Allotment letter forms part of this Agreement.
- 16.9 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent of both the parties. The Purchasers acknowledges upon signing this agreement, that there are no other conditions, stipulation,

representations, guarantees or warranties that have been made by the Owners and Developer other than what is specifically set forth herein.

- 16.10 It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "WORKS CONTRACT" and it is hereby further agreed by and between the parties hereto that in the event of the Owners and Developer being liable to make payment of any GST or any other statutory duty in respect of said Unit and/or this Agreement, the Purchasers shall be liable and agrees to make payment of the same before taking over possession of the said Unit and if such liability shall be known thereafter, the Purchasers shall pay the same upon being informed and called for by the Owners and Developer in that behalf.
- 16.11 This Agreement supersedes all other agreements, arrangements, understanding or brochure and in no event the Purchasers shall be entitled to set up any oral agreement.
- 16.12 The Owners and Developer reserves to themselves the exclusive right to use and or permitted to be used any space in the Common Parts, Portions of the Residential Building for exhibiting any NEON SIGN Board, signage or otherwise in/upon the said open space in the residential complex.
- 17.0 **Documentation and Professional Charges:**
- 17.1 Meharia Reid & Associates, Solicitor and Advocate of No. 9, Old Post Office Street, Ground Floor, Kolkata 700001, the Advocate of the Owners and Developer has prepared this agreement and shall draw all papers documents and drafts required for and/or in connection with the execution registration of the papers, documents in relation to the transfer of the aforesaid Unit and undivided proportionate share in the land attributable to the said Unit in favour of the Purchasers and formation of the Association as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocates be determined to be reasonable.
- 17.2 The Purchasers despite their obligations to pay the documentation charges inclusive of fees to the said Advocates shall be at liberty to consult any other Lawyer/Advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchasers of its responsibility to pay the documentation charges.
- 17.3 All Stamp Duty, Registration Charges, legal charges and/or other incidental expenses in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchasers.
- 17.4 The Purchaser shall be also required to pay the legal charges of the Lawyers for the preparation of documents and registration thereof at the rate of Rs. 50.00 per square feet to be calculated on the built up area and proportionate share in common area of the said Unit. The Purchaser shall pay 50% of such charges at the time of signing of the Agreement for Sale and balance at the time of registration of deed of conveyance.
- 17.5 The Owners and Developer shall execute and register appropriate deed of Conveyance and all other relevant documents at the time of handing over possession of the Unit and the cost of such documentation, registration to be borne by the Purchasers and the registration formalities should be completed within a period 6 (six) months from the date of handing over of Possession and in any event if the Purchasers do not get the Unit registered in their name within a period of six months from



the date of handing over of Possession then the Vendors shall be entitled to charge Rs. 50.00 per square feet to be calculated on the built up area and proportionate share in common area of the said Unit together with GST thereon at applicable rates for registering the said Unit thereafter. The said charge is not related to the nomination charge which is separate and distinct from the charges levied for delayed registration.

- 18.0 **Notice:** All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15<sup>th</sup> day of the date the same has been emailed or delivered for dispatch to the postal authority by registered post with acknowledgements due/or Courier Service/Hand delivery at the last known address of the parties hereto.
- 19.0 **Arbitration:**
- 19.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration within the meaning of the Arbitration and Conciliation Act, 1996.
- 19.2 The Arbitrator shall have summary power.
- 19.3 The Arbitrator shall have power to give interim awards and/or directions.
- 19.4 It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award.
- 19.5 The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.
- 20.0 **Jurisdiction:** Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
*(The said Premises)*

ALL That piece and parcel of revenue free land containing as area of eight Cottahs fifteen Chittacks and thirty-four square feet the same or little more less situate at 52B Rash Behari Avenue, Police Station: Tollygunge, Kolkata 700026, within Ward No. 88 of the Kolkata Municipal Corporation, in the State of West Bengal, butted and bounded in the manner:

- |              |   |   |
|--------------|---|---|
| In the North | : | Partly by premises No. 68A, Rash Behari Avenue, Kolkata 700026 and partly by premises No. 56A, Rash Behari Avenue, Kolkata 700026 |
| In the South | : | By Premises No. 14A and 14B Sahanagar Road, Kolkata 700026  |
| In the East  | : | By Premises No. 4A & 4B, Pratapaditya Road, Kolkata 700026, and   |
| In the West  | : | By the KMC Road   |

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
*(The said Unit)*

ALL THAT Unit No. Unit No. \_\_\_ by ad-measurement \_\_\_\_\_ square feet Built Up Area together with \_\_\_\_\_ square feet being the proportionate share in the common area for the Unit on the \_\_\_ Floor Together With 1 (One) Covered Car Park being CP No. \_\_\_ on the Ground Floor in the building named "Oxford DEVAA" lying and situated at 52B, Rash Behari Avenue, Police Station: Tollygunge, Kolkata 700026 with the Proportionate Share of Common Parts and Common Area comprised in the Building to be constructed on the Land attributable to the Undivided Proportionate Impartible Share in the said Land comprised in the **First Schedule** hereinabove mentioned and the said Unit, Common Parts and Common Areas to be constructed and completed in the manner as specified herein.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Broad Specifications)**

1. Foundation: Foundations shall be of Reinforced Earthquake resistance pile structure
2. Plinth: The Plinth shall be of brick work in cement mortar with waterproofing at plinth level.
3. Super Structure: The Super Structure shall be of Earthquake (seismic zone-3) and Fire Resistance reinforced cement concrete framed structures.
4. Walls: Walls shall be 200 mm thick brick walls on the external face and 100 mm thick in partition walls with Environmental Friendly Modular Bricks in cement mortar.
5. Finishes: Internally all walls and ceiling shall be either Plaster of Paris or wall care putty over cement plaster and externally cement plaster & wall care putty finished with cement based paint.
6. Flooring: Bedrooms will have Vitrified Tiles. High quality Vitrified Tiles/Slabs in Living/Dining area. Kitchen and Toilet floors to be made with heavy duty antiskid mat finish ceramic tiles.
7. Doors: All door frames shall be of seasoned and treated Sal or equivalent wood.
8. Windows: All windows will be of best quality Aluminium and/or of UPVC .
9. Water-proofing/Anti Termite: Water proofing treatment for the roof shall be provided and Anti Termite at foundations.
10. Toilet Fittings: Sanitary-ware white European W.C. Wash Basin with C.P. basin mixer and from manufacturers like Jaquar, Roca, Kohler, Toto or equivalent.
11. Kitchen fittings/fixtures: Granite Top kitchen counter with C. P. Basin Mixture from manufacturers like Jaquar, Roca, Kohler, Toto or equivalent (Optional Modular Kitchen possible subject to instructions).
12. Electrical Installation: Provision for adequate light points in every area. Provision for Geyser point in bathrooms & Kitchen. Modular switches from North-West or equivalent, adequate power points for the installation of modern gadgets in every room. Provision for computer with broadband connection in one bedroom. Provision for Telephone in Living and all bedrooms. Provision for T.V. in Living and three Bedrooms. Safety equipment such as M.C.B for all Units.
13. Lift: One high-speed semi-automatic lift of reputable brand.

14. Diesel Generator: Diesel Generator for Power Back of adequate capacity up shall be provided for each Unit subject to extra charge.
15. Water arrangement: 24-hour supply of water from KMC subject to force-majeure with provision for storage in underground and overhead water reservoir.
16. Fire Security System: Firefighting equipment as per fire safety rules and regulations.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
***(Common Parts)***

1. Lift with all equipment.
2. Roof Terrace.
3. Letter boxes.
4. Rising main lines for water supply and water supply lines to toilets and kitchen and ring main on the terrace.
5. Rising main of electricity service.
6. Electrical meter boards.
7. Sewage, sullage and storm water drainage pipe works.
8. Telephone cables, cables for intercom to be arranged from service provider as shall be provided by the Vendor.
9. Main lines for TV/Cable TV.
10. Common antennas for Cable TV/TV.
11. Intercom EPABX control panel.
12. Firefighting Equipment.

***(Common Areas)***

1. Entrance lobbies and common circulation spaces.
2. Lift well, shaft and lift machine room.
3. Staircases and Landings and common passages at all floors.
4. Overhead Water Tanks.
5. Space required for common utilities i.e. electrical room, transformer room, pump room, generator room, toilet, Drivers rest room, D.G. area

6. Underground water reservoir.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(RESIDENTIAL APARTMENT SPECIFICATION)**

- 1) Brick work and plaster.
- 2) P.O.P.: All ceiling and wall.
- 3) Window: Aluminium powder coated with glass.
- 4) Doors: Timber Doors frames with Laminated Flash Door.
- 5) Electric:
  - a) P.V.C. conduit with M.S. Box, P.V.C. Copper Wires, Switch Boards, Switch Distribution Board, with M.C.B. for Electrical Installation.
  - b) Electric Point for A.C. Light, Fan, T.V., D.G. Backup, Intercom in Drawing & Dinning Area.
  - c) Electric Point for Geyser, Light, Fridge, Microwave, Chimney, Washing Machine, Water Filter in Kitchen area.
  - d) Electric Point for Light, Exhaust, Geyser for Toilet area.
  - e) Electric Point for Push Bell at Entrance.
  - f) Electric Point for A.C., Light, Fan, T.V. & D.G. Backup in Bed Rood area.
- 6) Floor: Vitrified Tiles in Drawing, Dinning and Bed Rood area. In Toilet & Kitchen Floor only Anti-Skied tiles.
- 7) Tiles: In kitchen Glazed Tiles will be fixed up to 2'-0 Height from Kitchen Table Tap.
- 8) Toilet: Glazed Tile will be fixed on wall up to Door Height.
- 9) Sanitary Work: All P.V.C. Pipe will be (Inside) concealed with Commode, Basin, Hot & Cold water line, Shower, Wall Mixture, Basin Mixture, Mirror, Towel Rail, heath faucet, Bib Cock provided of Reputed Make.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Common Expenses)**

1. The expenses of maintaining, repairing redecorating etc. of the building in particular of roof, water, tanks, gutters and rain water pipes of the building waters pipes and electric wires, under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of other Units and parking space and the main entrance, passages, landings and staircase of the building compounds, terraces etc.

2. The cost of clearing and lighting the passage, landings, staircases and other parts of the building so enjoyed or used by the Purchasers as aforesaid.
3. The costs of the salaries of Clerks, bill collectors, sweepers, watchmen etc.
4. The cost of working and maintenance of water connection lights, lifts, pumps, and other services.
5. Municipal and other taxes.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(Payment of Consideration)**

**TOTAL CONSIDERATION**

Unit No.  
 Carpet Area of the Unit  
 Built Up Area of the Unit  
 Proportionate Share in the Common Area  
 Price of the Unit  
 Cost of Car Parking Space  
 Total Consideration  
 GST (at applicable rate)  
 Total



| Particulars                         | Amount         |
|-------------------------------------|----------------|
| On Allotment                        | 5.00%          |
| Execution of the Agreement for Sale | 20.00%         |
| On Completion of Foundation         | 10.00%         |
| On Casting of Ground Floor Slab     | 15.00%         |
| On Casting of 2nd Floor Slab        | 15.00%         |
| On Casting of 4th Floor Slab        | 15.00%         |
| On Commencement of Internal works   | 7.50%          |
| On Commencement of External works   | 7.50%          |
| On Possession                       | 5.00%          |
| <b><u>Total Payments</u></b>        | <b>100.00%</b> |

**DOWN PAYMENT PLAN**

| Particulars                         | Amount         |
|-------------------------------------|----------------|
| On Allotment                        | 10.00%         |
| Execution of the Agreement for Sale | 85.00%         |
| On Possession                       | 5.00%          |
| <b><u>Total Payments</u></b>        | <b>100.00%</b> |

**SPECIAL PAYMENT PLAN**

| Particulars  | Amount  |
|--|---------|
| On Allotment   | 20.00%  |
| At the time Notice to take Possession by the Developer | 80.00%  |
| <b><u>Total Payments</u></b>                           | 100.00% |

**Note:**

- 1) All instalments to be paid within fourteen days from the date of receipt of Demand Notice being given to the Purchasers by the Developer and in default to pay interest at the rate of 15% per annum on all sums becoming due which the Purchasers fails to pay to the Developer in terms hereof. This will be without prejudice to the other rights of the Owners and the Developer herein.
- 2) All Cheques to be issued in the name of **Meharia Consortium-Oxford DEVAA**. Separate cheques would have to be made for proportionate total consideration and GST levied thereon.
- 3) It is made clear that GST on total consideration of the said Unit shall be applicable at the rates as may be notified by the authorities from time to time.
- 4) Before taking possession, the entire payments as stated in **Seventh Schedule** and other additional payments required to be made for additional work conducted, are to be paid by the Purchasers along with the last instalment as stated in this **Eighth Schedule**.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
(Part I - Extra Payments)

Particulars of extra payments to be paid by the Purchasers before taking over possession of the said Unit:

- 1) Cost towards standby generator as determined by the Developers together with GST at applicable rates.
- 2) Charges for transformer and common electricity connection as determined by the Developer at applicable rates.
- 3) Security deposits and service charges payable for obtaining individual electric meter for the said Unit/Unit as may be payable to the CESC and the proportionate share of deposits and expenses payable to the CESC for the common electric meter required for the individual Block/ Building and the common parts, portions, facilities and amenities in the Complex.

(Part II - Advances and Deposits)

- 1) For interest free deposit as Sinking Fund on account of maintenance @ Rs. 75.00 (Rupees Seventy Five only) per square feet of the total area as mentioned in Clause 2.0 above and the cheque for the same shall be made by the Purchasers in the name of "**Rudraksh**" before taking possession of the Unit as and when called upon to do so by Developer. The Income of the corpus so earned will be utilized for the maintenance of common areas and all facilities including infrastructural facilities serving the Building. The Developer will transfer the said Sinking Fund without any interest to the Maintenance Company once it is formed and registered. The Sinking Fund collected from each Applicant will remain credited to the account of such Applicant in the records of Developer and subsequently to the said Maintenance Company.

- 2) For Maintenance deposits equivalent to 1 year maintenance charges @ Rs. 3.00 (Rupees Three only) plus GST per square feet of the total area as mentioned in Clause 2.0 above and the cheque for the same shall be made by the Purchasers in the name of “**Rudraksh**” along with GST at the rates as applicable at the relevant point of time towards the maintenance cost of the common areas and facilities and payment of security services for these three years as and when called by Developer to do so (but before taking possession).
- 3) This is a non-refundable deposit and the purchaser is not absolved from making monthly payment of maintenance and is liable to pay maintenance every month from the date of having taken possession of the Unit beside paying the aforementioned maintenance deposit.
- 4) For GST, other duties and impositions as would be applicable at actuals basis.
- 5) For land and property taxes of the said land and consolidated rates and taxes for the Unit/Unit including mutation fees applicable from the date of possession of the Unit/Unit being made over by the Seller to the Purchasers.
- 6) Any surplus if remaining with the Seller on account of the deposits, stated above, the Seller will hand over such excess deposit to the Maintenance Company upon its formation provided there shall be no default on the part of the Purchaser in making payment as mentioned hereinbefore.

**IN WITNESS, WHEREOF** the parties hereto have executed and delivered these presents on the day month and year **First** above written.

**SIGNED SEALED AND DELIVERED** by the Owners at Kolkata  
in the presence of:



**SIGNED SEALED AND DELIVERED** by the Purchaser at  
Kolkata in the presence of:

**SIGNED SEALED AND DELIVERED** by the Developer at  
Kolkata in the presence of :

Drafted by me,  
Advocate, High Court, Calcutta