

Date: _____

Buyers Details

Dear Sir/Madam,

RE: YOUR APPLICATION NO. _____ DATED _____;

SUB: ALLOTMENT OF UNIT NO. ____ ON THE ____ FLOOR AT OXFORD DEVAA;

We write in respect of the above and pursuant to your abovementioned application and are pleased to allot to you the above mentioned said Unit together with 1 Covered Car Parking being No. ____ on the ground floor at Oxford DEVAA in lieu of payment by you of the respective prices of the said Unit and the said Covered Parking Space and other amounts as mentioned in the Price and Payment Schedule enclosed herewith as Annexure A.

You have opted for the "Installment Payment Plan/Down Payment Plan/Special Payment Plan" and all the amounts payable by you are as per the Price and Payment Schedule attached hereto and forming part of this letter.

This allotment shall not be treated as an agreement for sale or transfer and the payment received till then shall be treated as interest free the sale advance till the sale of the said Unit in your favour is completed. The General Terms and Conditions contained in the Application Form and this Allotment Letter forms part and parcel of the Agreement for Sale to be executed in respect of the said Unit and Parking Space within 30 days from the date of this Allotment Letter. It is further understood that the expression 'Allotment' wherever used shall always mean provisional allotment of the Unit and the allotment shall remain provisional till such time, the Agreement for Sale is unconditionally executed by you and returned to us along with necessary payment towards part consideration as contemplated in the Payment Schedule being Annexure A herein below.

Accordingly, please make payment of the Allotment Money as specified in the Price and Payment Schedule by pay Order/ Demand Draft/Cheque in favour of Meharia Consortium-Oxford DEVAA, payable at Kolkata within 15 days from the date of this letter, failing which this Allotment shall stand automatically cancelled. Payment by cheque is subject to realization. Please fill up the enclosed pay-in-slip while making the payment and sign a duplicate of this letter together with the copy of the attached General Terms and Conditions, on each page to signify your confirmation and acceptance of this provisional allotment and the terms and conditions relating thereto.

Please note that abovementioned allotment is subject to you signing and executing of the Agreement for Sale within 30 days from the date of this Allotment Letter.

1. Your making of timely payments of the amounts mentioned in the Price and Payment Schedule and all other dues as per the General Terms and Conditions including Stamp Duty and Registration Fees and costs.
2. The General Terms and Conditions duly accepted by you in the Application Form, which forms part of this Allotment Letter and shall be treated as binding.
3. Your executing the documents as required by the Owners and Developer as per its standard format before delivery of possession of the said Unit.

Please quote your Application No. along with Unit Number in all future correspondence. We always assure you of our best services.

Yours sincerely,
For Meharia Consortium

Authorised Signatory

ANNEXURE A

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

INSTALMENT PAYMENT PLAN

| 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% |
| <u>Total Payments</u> | 100.00% |



DOWN PAYMENT PLAN

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

SPECIAL PAYMENT PLAN

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

1. Cheque to be issued in the name of Meharia Consortium-Oxford DEVAA, payable at Kolkata. In case of cheque payment, the same is subject to realization.
2. Before taking possession, the entire payments as stated above and other additional payments required to be made for additional work conducted being Part I - Extra Payments & Part II - Advances and Deposits as stated below, are to be paid by the Allottee along with the last installment as stated in this Schedule.

(Part I - Extra Payments)

Of extra payments to be paid by the Allottee before taking over possession of the said Unit:

1. Cost towards standby generator as determined by the Developer.
2. Charges for transformer and common electricity connection as determined by the Developer.
3. Security deposits and service charges payable for obtaining individual electric meter for the said 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 Maintenance deposits equivalent to 1-year maintenance charges @ Rs. 3.00 (Rupees Three only) plus GST at applicable rates, per square feet to be calculated on the Built-Up Area and proportionate share in the common areas of the Unit. The cheque for the same shall be made by the Allottee in the name of **Rudraksh** 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).
2. For interest free deposit as Sinking Fund on account of maintenance @ Rs. 75.00 (Rupees Seventy-Five only) per square feet to be calculated on the Built-Up Area and proportionate share in the common areas of the Unit and the cheque for the same shall be made by the Allottee in the name of Rudraksh, payable at Kolkata 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 Allottee in the records of Developer and subsequently to the said maintenance company.
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 maintenance deposit.
4. For GST, CESS, duties and other impositions, it would be applicable on actual basis.
5. For land and property taxes of the said land and consolidated rates and taxes for the Unit including mutation fees applicable from the date of possession of the Unit being made over by the Developer to the Allottee.
6. Any surplus if remaining with the Developer on account of the deposits, stated above, the Developer will hand over such excess deposit to the maintenance company upon its formation provided there shall be no default on the part of the Allottee in making payment as mentioned hereinbefore.

GENERAL TERMS & CONDITIONS FOR REGISTRATION OF ALLOTMENT OF UNIT IN 'Oxford DEVAA' AT 52B RASH BEHARI AVENUE, KOLKATA 700029

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement for Sale. Upon execution of the Agreement for Sale, the Application and the Allotment Letter will become part of the Agreement for Sale. The Allottee shall sign all the pages of this Application in token of the Allottee's acceptance of the same.

TERMS AND CONDITIONS

- 1) The Allottee has applied for confirmation of allotment of a Unit at Oxford DEVAA and the Allottee has full knowledge of laws, notifications and rules as applicable.
- 2) Oxford DEVAA is located at 52B Rash Behari Avenue, Kolkata 700029, which is owned by the Owners details of which is provided in the Application Form. The Allottee is fully satisfied about the interest and title of the Owners.

- 3) The Allottee shall pay to the Developer the Total Consideration of the Unit, as per the Payment Plan opted which is annexed hereinabove as Annexure A.
- 4) The Allottee shall pay all other charges as stated in the Annexure A hereinabove, on the basis of total of the Built-Up Area and the Proportionate Share in the Common Area.
- 5) That the Allottee may at their own costs and expenses shall install personal meter from the CESC Limited, Telephone and other amenities. The cost of installation of a transformer as required by CESC Limited and all the expenses for the same is required to be paid separately. The Owners and Developer shall in no way be responsible if the supply of electricity is hindered and/or delayed due to the act of CESC Limited and/or other authorities.
- 6) The Allottee shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Unit) in Oxford DEVAA, as determined by the Developer or its nominated agency. The maintenance charges initially payable shall at the rate of Rs. 3.00 plus GST at applicable rates square feet per month to be calculated on the built-up area and proportionate share in the common area of the Unit for a period of One (1) year and shall be payable in advance at the time of offer of possession of the Unit. The cheque should be issued in the name of “**Rudraksh**” and shall be made payable at Kolkata. This payment is a nonrefundable payment and the Allottee shall not be absolved from his liability to make further monthly payments of maintenance charge as and when it becomes due on a monthly basis after the expiry of the initial one-year period.
- 7) Further, in addition to the payment of maintenance charges, the Allottee shall pay an amount of Rs. 75.00 per square feet to be calculated on the built-up area and proportionate share in the common area of the Unit. The cheque should be issued in the name of “**Rudraksh**” and shall be made payable at Kolkata. This payment shall be used to create of sinking fund, which would secure adequate provision for the replacement, refurbishing and major repairs of the facilities and equipment etc., installed in the complex and other similar capital expenditure. The sinking fund deposit shall be a non-refundable deposit. The interest earned on the amount of the sinking fund shall be used by the Owners or the Developer or the maintenance company to meet the cost of replacement, refurbishing, major repairs of the facilities and equipment etc., installed in the complex or on account of any unforeseen occurrence in future.
- 8) The allotment of the Unit is at the discretion of the Developer and the Developer have a right to reject any offer/application without assigning any reason. In the event the Developer decides to reject any offer/application for allotment of Unit, the Developer shall not be obliged to give any reason for such rejection and any such decision of the Developer rejecting any offer/application for allotment of Unit shall be final and binding.
- 9) The timely payment of installments as per the Payment Plan is the essence of this transaction. It shall be incumbent on the Allottee to comply with the terms of payment and other terms and conditions of allotment.
 - a) However in the event of any default on the part of the Purchasers in making payment of any of the installments 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 Developer shall be entitled to cancel and/or terminate this allotment with or without notice and to refund without interest all the moneys paid to the Developer (excepting GST already paid and other expenses incurred in connection with the sale of the said Unit) and after retaining/deducting 10% of the total consideration as predetermined liquidated damages and the Purchasers hereby consents to the same. In such an event the Allottee shall cease to have any right under this agreement or in respect of the said Unit.
 - b) If the Allottee on their own cancels this agreement due to no fault of the Developer, the Developer shall be liable to refund the amount paid by the Purchasers (excepting the GST already paid and 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 as and by way of liquidated damages, within 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 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 Allottee against the Developer and the said Unit.

- 10) The Allottee shall take Car Parking space for their exclusive use in the complex on payment for each such parking. The Allottee shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the Unit.
- 11) That the Allottee 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 not.
- 12) If at the time of handing over possession of the said Unit, the total area comprised in the said Unit is found to be less or more according to the certificate of the Architect then the total costs shall be reduced or increased proportionately and the Allottee shall pay for increased area and the Developer shall refund in case of lesser area.
- 13) That the Allottee shall at his own costs and expenses, complete the painting and furnishing works in the said Unit.
- 14) That the Allottee shall be entitled to take possession of the said Unit only upon paying in full all dues mentioned in Payment Schedule and Extra Payments as mentioned in Annexure A hereinabove and any other amount due and/or payable by him and as from the day the said Unit becomes ready for occupation the Allottee shall pay the maintenance charges as mentioned above. The Developer shall however offer the Unit for occupation by the Allottee only after obtaining required occupancy certificate from the Kolkata Municipal Corporation.
- 15) The possession of the Unit is reasonably expected to be delivered by the Developer to the Allottee within 30 months from the date of commencement of construction. 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 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 Allottee as provided herein or as stipulated under the Allotment Letter or Agreement for Sale have been paid to the Developer. In the event of any default or negligence attributable to the Allottee's fulfillment of terms and conditions of allotment, the Developer shall be entitled to reasonable extension in delivery of possession of the Unit to the Allottee. The Allottee 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/constructional activities or other incidental/related activities in the Complex where the Unit is proposed to be developed.
- 16) In any situation other than that of Force Majeure (as stated in the Application Form) 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% 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.
- 17) The Allottee may at its option raise finances or a loan against the Unit. However, responsibility of getting the loan sanctioned and disbursed as per Owners/Developer's payment schedule will rest exclusively on the Allottee. In the event, the Allottee's loan not being disbursed, sanctioned or delayed, the payment to the Owners/Developer as per schedule shall not be delayed by the Allottee.
- 18) The Allotment of the Unit is provisional. The Developer reserves the right to suitably amend the terms and conditions as specified herein in the event the Developer deems such amendment reasonably

necessary in light of certain conditions imposed by any authority/person as part of grant of approval to any plans or proposals of the Developer or otherwise on account of any change in applicable law.

- 19) After completion of the Unit and receipt of full consideration and other charges as detailed in the Annexure A hereinabove, the actual physical possession of the Unit shall be taken by the Allottee.
- 20) The Allottee shall get the conveyance of the Unit registered within 6 months from the date of possession of the Unit.
- 21) The Allottee shall take possession of the Unit within 30 days from the date of issuance of final notice of possession failing which the Allottee shall be deemed to have taken possession of the Unit. In such a case, the Developer shall not be responsible for any loss or damage to the finishes/fittings/fixtures occasioned due to failure of the Allottee to take possession within the stipulated time.
- 22) The Allottee shall not be entitled to transfer or assign the benefits/rights of the Allottee under the Agreement for Sale or nominate any person for acquiring the said Unit till such time the Deed of Conveyance of the Unit is executed. In the event if the Allottee shall desire to transfer or assign the Allottee's right hereunder or nominate any person or acquiring the said Unit before the execution of the Deed of Conveyance the Allottee shall not be allowed to transfer in any case within a period of one year of signing of Agreement of sale but after one year shall be entitled to do so only with a pre-granted written consent of the Developer and in those cases where the Allottee has obtained housing loan in respect of the Unit from any bank or a financial institution with the consent in writing of the Developer and of such bank or the financial institution as the case may be upon payment of 2.00% of the total consideration money together with and upgradation of individual Unit at the time of the transfer plus GST at applicable rates to the Developer as nomination fee and such nomination charge shall be payable for every successive nomination till the execution of the Deed of Conveyance as aforesaid.
- 23) To facilitate commencement and completion of construction of Oxford DEVAA, the Developer will be at liberty to avail and raise construction finance from any Bank/Financial Institution by creating charge on the said Land and the Allottee agrees to such creation of charge and the Developer undertakes to get such charge discharged before execution and registration of the Deed of Conveyance and handing over possession of the said Unit to the Allottee.
- 24) The Allottee shall get his/her email and complete address registered with the Developer at the time of allotment and it shall be his/her responsibility to inform the Developer by registered letter about all subsequent changes in his/her address and email address, failing which all demand notices and letters emailed and/or posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Allottee shall be responsible for any default in payment and/or other consequences that might occur therefrom.
- 25) The Allottee agrees to pay all rates, taxes, charges and assessments leviable by whatever name in respect of the plot of land or building constructed thereon, assessed or imposed from time to time by the Authority/Government and other statutory authorities.
- 26) The Courts of Kolkata shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
- 27) The general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment of the Unit to the Allottee and may further be supplemented and/or amended by the terms and conditions of allotment as mentioned in the Allotment Letter.