

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this _day of _____ of 2024 by and between:

(1) Meharia Properties LLP [PAN: ABZFM6610H G LLP IN: ACG-0576], a Limited Liability Partnership incorporated under the Act of 2008 on the 14th March 2024, **(2) ISHAANIAA Highrise Holdings LLP** [PAN: AAFFI6200F G LLP IN: AAH-0046], a Limited Liability Partnership incorporated under the Act of 2008 on the 25th July 2016 and **(3) ISHAANIAA Property Holdings LLP** [PAN: AAFFI6201E G LLP IN: AAH-0052], Limited Liability Partnership incorporated under the Act of 2008 on the 25th July 2016, hereinafter collectively referred to as “**the Owners**” (which expression shall be deemed to mean and include their respective successors in interest and/or assigns) and represented by one of its Designated Partners Mr. Anurag Meharia, [PAN: AEYPM6668K and Aadhaar No. 638316411105],



DESIGNATED PARTNER
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son of Late Mohan Prasad Meharia and residing at No. 57A Block D, 3rd Floor, P. O. and P. S. New Alipore, Kolkata 700053 vide board resolution dated _____ mentioned below.

AND

Meharia Consortium LLP [PAN: AAFFI6166B G LLP IN: AAH-0051], a Limited Liability Partnership incorporated under the Act of 2008 on the 25th July 2016 and having its registered office at 6, Old Post Office Street, Ground Floor, Police Station Hare Street, Kolkata 700001 and represented by one of its Designated Partners Mr. Anurag Meharia, [PAN: AEYPM6668K and Aadhaar No. 638316411105], son of Late Mohan Prasad Meharia and residing at No. 57A Block D, 3rd Floor, P. O. and P. S. New Alipore, Kolkata 700053 vide board resolution dated _____ mentioned below hereinafter referred to as **“the Confirming Party”** which expression shall be deemed to mean and include their respective successors in interest and/or assigns),

AND

Mr. /Ms. _____, (PAN: _____ and Aadhaar No. _____) son /daughter of _____, aged about _____, and residing at _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

- 1) **DEFINITIONS:** For the purpose of this Agreement for Sale unless the context otherwise requires:
 - a) **“Act”** means the Real Estate (Regulations and Development) Act, 2016
 - b) **“Allottees”** shall mean to include the intending purchasers of the Apartment as specified hereinbefore in the Agreement.
 - c) **“Apartment”** shall mean as set out in Part II of the Schedule ‘A’.
 - d) **“Building”** shall mean the Ground Plus Five storied structure to be constructed at the said Property in compliance with the said Plan and to be called Oxford DEVAA.
 - e) **“Parties”** shall mean to collectively refer to the Owners, Promoters and Allottee and individually as a “Party”.



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- f) **"Plan"** shall mean the plans as sanctioned by the Kolkata Municipal Corporation on the 18th April 2018 bearing Building Permit No. 2018080005 for construction of a Ground plus five (5) storied residential building on the said Property as may be amended and approved by the Kolkata Municipal Corporation from time to time.
- g) **"Promoters"** shall mean to include the Owners and the Confirming Party.
- h) **"Property"** shall mean as set out in the Part I of the Schedule 'A'.
- i) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- j) **"Regulation"** means the Regulations made under the Act and Rules.
- k) **"Section"** means a section of the Act.

2) **WHEREAS:**

- a) The Owners are the absolute and lawful owners of ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2668, L. R. Dag No. 161 and 165, under L. R. Khatian Nos. 426, 427, 1063, 1064, 1065 and 1133 within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700036 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700036 being Assessee No. 222070825672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) together with single storied tiled structure of 2027 square feet and more fully described in **Part I** of the **Schedule A** hereto and hereinafter referred to as **'the said Property'**.
- b) The Owners have decided to develop the said Property and have named the Building as **"Oxford RUDRAA"** consisting of two blocks viz **"Kailash"** and **"Kashi"**.
- c) The Owners and their predecessors in title have caused plans to be sanctioned by Kolkata Municipal Corporation whereby and where under the Owners herein became entitled to construct erect and complete two blocks of Ground plus four (4) storied building at the said Property.
- d) On the 28th April 2024 the Kolkata Municipal Corporation granted the sanction for building and construction of two blocks of Ground plus Four (4) storied residential buildings consisting of 24 apartments on the said Property hereinafter referred to as said **"Oxford RUDRAA"** bearing Building Permit No. 2024120044 dated 28th April 2024.



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- e) The Owners have obtained the final layout plan, sanctioned plan, specifications, and approvals for the Project and for the apartment, plot, or building, from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. It is clarified that in the event there are any changes to the Plans the same shall be approved and further sanctioned under Rule 26 of the Kolkata Municipal Building Rules of 2006 read with appropriate sections of the KMC Act of 1663.
- f) The Owners have decided to construct the said Buildings by appointing the Confirming Party herein as the Promoter by constructing, erecting, or causing to construct, erect and complete the Building, in accordance with the plan sanctioned by the Kolkata Municipal Corporation, in the terms and conditions contained and recorded in the **Joint Development Agreement** signed, executed and registered on the 5th December 2024 before the ARA I, in Book No. I, Volume No. 1601-2024 at Pages 360467 to 360545 contained in Deed No. 160110611. The said Building shall consist 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.
- g) In pursuance of the execution of the Joint Development Agreement, the Owners have executed a registered development power of attorney in favour of the authorised representatives of the Confirming Party to develop the said Property in consultation with the Owners. The Owners have authorised the Confirming Party to collect the sale proceeds in the manner it may deem fit and proper, into a project specific account to be opened by it, specifically for this purpose.
- h) The details of the background title of the said Property together with details of all the deeds through which the Owners purchased the said Property are set out in details in the **Schedule "F"** hereto.
- i) The Promoters have registered the Project under the provisions of the Act with the WB Real Estate Regulatory Authority on under registration no. _____.
- j) The Allottee has applied for an apartment in the Project vide application no. ____ dated ____ and has been Allotted Apartment No. __ in Block __, having carpet area of __square feet together with __square feet of exclusive balconies on the Floor, as permissible under the applicable law and __square feet being proportionate share in the common areas ("Common Areas") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Part II** of the **Schedule A** and the Floor Plan or the apartment is annexed hereto and marked as



Schedule B) along with ____ Car Parking Space No. admeasuring 135 square feet on the ground floor of the said project and the Car Parking Plan is annexed herewith and marked as **Schedule C**.


- k) The Promoters are fully competent to enter into this Agreement and comply with all the legal formalities with respect to the right, title, and interest of the Promoters regarding the said Property on which Project is to be constructed.
- l) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- m) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- n) The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- o) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Apartment and the Car Parking Space as specified in Para (j) above.

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

1. **TERMS:** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee hereby agrees to purchase, the Apartment as specified in paragraph (j) above

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____) (hereinafter referred to as the "**Total Price**"). Details of Price Break-Up of the Apartment together with covered car parking is as follows:

Sl. No.	Description	Rate Per Sq. Ft. (₹) on super built up	Amount (₹)
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A.	Unit Price: Cost of Apartment/unit Add: _Parking Space Sub-Total	₹ _____ .00 ₹ _____ .00	₹ _____ .00 ₹ _____ .00 ₹ _____ .00
B.	Other Charges: Maintenance Corpus Deposit Municipal Tax Deposit		₹ _____ .00 ₹ _____ .00
C.	Extra charges: Installation charges: Legal charges: Collapsible Gate: Balcony Grill:		₹ _____ .00 ₹ _____ .00 ₹ _____ .00 ₹ _____ .00
	Total price (A+B+C)		₹ _____ .00

(Rupees _____) Only

1.1. In addition to the aforesaid Total Price, the following charges shall be paid at actual or as mentioned by the Promoters as per payment schedule.

- Proportionate Power Backup charges.
- Proportionate CESC Service Charges
- Cost of Electric Meter
- Stamp Duty, Registration Fees, Legal Charges, All out of pocket expenses for registration and other Incidental expenses in respect of the Apartment.
- Charges for mutation and separate assessment of the Apartment mutation fees if any and other miscellaneous charges and incidental charges in relation to the mutation of the concerned Apartments.
- Cost of providing MS Grill for windows, modification and extra work charges plus applicable taxes if required.
- Goods and service Tax.

Explanation:

- The Total Price above includes the booking amount paid by the allottee to the Promoter



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towards the Apartment.

- b) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment.
 - c) Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change/modification.
 - d) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in herein above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.2. The Total Price of Apartment includes:
- a) Pro rata shares in the Common Areas; and
 - b) Covered parking/parking(s) as provided in the Agreement.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification and/or order and/or rule and/or regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in the Schedule C, herein and hereinafter referred to as the "Payment Plan".
- 1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot, or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor



additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the Competent Authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.
- 1.7. Subject to Clause 6 of this agreement the promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below.
 - a) The Allottee shall have exclusive ownership of the Apartment.
 - b) The Allottee shall also have undivided proportionate share in the Common Areas and Service Area since the share / interest of Allottee in the Common Areas and Service Area is undivided and cannot be divided or separated, the Allottee shall use all Common Areas and Service Area along with other occupants, maintenance staff etc after obtaining the Completion Certificate/Part Completion Certificate from the competent authority without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Service Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the common areas and service area to the association of allottees as provided in the Act.
 - c) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, Service Area, internal development charges, external development charges, cost of providing electric wiring inside the flat and in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
 - d) It is made clear by the Promoter and the Allottee agrees that the Apartment along with Covered car parking space shall be treated as a single indivisible unit for all purposes. It is



agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/com-bined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- e) It is understood by the Allottee that all other areas and I.e. areas and facilities falling outside the Project, namely Annapurna Apartment shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
 - f) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
 - g) The Allottee has paid a sum of Rs. _____ (Rupees _____ Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.
 - h) Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.
2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable)] in favour of Owners in their project designated account as it may be called and informed by the Owners to the Allottees.



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3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1966, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1966 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1966 or other laws as applicable, as amended from time to time.


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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

5.1. Time is of essence for the Promoter as well as the Allottee. Promoter shall abide by the time schedule for completing the Project and handing over the apartment to the allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

5.2. Similarly, the Allottee shall make timely payments of the instalment and other dues payable



by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ('Payment Plan').

6. **CONSTRUCTION OF THE PROJECT AND APARTMENT THEREIN:** The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms provisions prescribed by the concerned authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
7. **POSSESSION OF THE APARTMENT:**
 - 7.1. **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within **31-08-2024**, Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this Agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date of issue of the letter of termination of project by the Promoter. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
 - 7.2. **Procedure for taking possession:** The Promoters, upon obtaining the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the "NOTICE OF POSSESSION") offer in writing the possession



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of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottee. (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in Favor of the Allottee shall be executed and registered by the Promoters (subject, however, to the Allottee making all payments as mentioned in the Part -I of THIRD SCHEDULE hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be after the issuance of the Completion certificate/Part Completion Certificate. The Promoters shall hand over a copy of the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3. **Possession by the Allottee:** After obtaining the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority,) and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e., the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.
- 7.4. **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project/Complex without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.
- 7.5. **Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to



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him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment.

- a) In accordance with the terms of this Agreement, duly completed by the date specified herein; or
- b) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act.
- c) Provided that where the Allottee does not intend to withdraw from the Project the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:

- 8.1 The Promoter has absolute, clear, and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, and legal possession of the said Land for the Project.
- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- 8.3 There are no encumbrances upon the said Land or the Project.
- 8.4
- 8.5 There are no litigations pending before any Court of law with respect to the said Land, Project, or the Apartment.
- 8.6 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to follow all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.



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- 8.7 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may prejudicially be affected.
- 8.8 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- 8.9 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- 8.10 6.6. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees.
- 8.11 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- 8.12 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- 8.13 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- 8.14 That the property is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- a) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.



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- b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only there after the Allottee be required to make the next payment without any penal interest; or
- b) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, within forty-five days of receiving the termination notice.
- c) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter; interest at the rate specified her in above for every month of delay till the handing over of the possession of the Apartment.

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

- a) In case the Allottee fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- b) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT: The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas/Service Area within 3 (three) months from the issuance of the Completion



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certificate/Part Completion Certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1866 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:** The Promoter shall be responsible to provide and maintain essential services in the project till the taking over the maintenance of the project by the association of allottees. The cost of such maintenance has been included in the Total Price of the Apartment.
12. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:** The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas (more fully described in Fourth Schedule) shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by Promoter, the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter, maintenance agency or the association of allottees from time to time.
14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter and/or maintenance agency and/or association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right



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any defect.

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2. The Allottee further undertakes, assures, and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees.
- 16.4. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.



- 16.5. The allottee shall also not change the name of the building which is "**Oxford RUDRAA**" or names of the Buildings i.e. "**Kailash**" and "**Kashi**".
17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:** The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.
18. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.
19. **PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
20. **APARTMENT OWNERSHIP ACT:** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.
21. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.



22. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
23. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
25. **WAIVER NOT A LIMITATION TO ENFORCE:**
- 25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
26. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make



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any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
29. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar , South 24 Parganas.
30. **NOTICES:** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee:

Allottee Address

M/s Meharia Consortium LLP
6 Old Post Office Street, Ground Floor, Kolkata 700001

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

31. **JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her



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which shall for all intents and purposes to consider as properly served on all the Allottees.

A handwritten signature in black ink, appearing to read "Anatoli", with a stylized flourish at the end.

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32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

Schedule "A"
Part I
(The said Property)

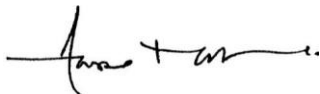
ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2668, L. R. Dag No. 161 and 165, under L. R. Khatian Nos. 426, 427, 1063, 1064, 1065 and 1133 within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700036, Kolkata 700036 being Assessee No. 222070825672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) together with single storied tiled structure of 2027 square feet and more fully shown and delineated in the map(s) or plan(s) annexed hereto and marked with RED border and butted and bounded by:

ON THE NORTH:	By Premises No. 1366 Laskarhat
ON THE SOUTH:	By 22 feet wide KMC Road
ON THE EAST:	By Premises No. 1603 Laskarhat
ON THE WEST:	By Premises No. 1601 Laskarhat

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

PART II
(Description of the Apartment and Covered car parking Space)

ALL THAT Unit No. Unit No. _by ad-measurement a super built up area of _square feet (which is



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under construction) being calculated on the following basis: _square feet built up area, together with _square feet of Exclusive Balconies and other spaces together with _square feet being the proportionate share in the common area for the said Unit (on the _Floor) in the Complex named **"Oxford RUDRA"** and Block **"Kailash or Kashi"** lying and situated at 1567 Laskarhat P. S. Tiljala, P.



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O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) [zone: off E. M. By-pass with the Proportionate Share of Common Parts and Common Area comprised in the Building to be constructed on the Property attributable to the Undivided Proportionate Impartible Share in the said Land comprised in the **Schedule A** hereinabove mentioned and the said Unit, Common Parts, and Common Areas to be constructed and completed in the manner as specified herein.

PART III
Car Parking

A _____ Car Parking space bearing No. __measuring 135 square feet on the Ground Floor of the Building constructed on the said Property as shown in the map or plan annexed hereto bordered with Green Colour thereon.

Part IV
(Unit and Appurtenances)

- 1) The Land Share being undivided, impartible, proportionate, and variable share in the land comprised Said Premises as more fully described in Part-I hereinabove.
- 2) The Said Unit, being the Residential Unit described in Part-II hereinabove.
- 3) The Said Parking, being the Open car parking described in Part-III hereinabove. The Share in Common Portions, being undivided, impartible, proportionate, and variable share and/or interest in the Common Portions described in the Part -II hereinabove.

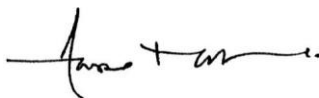
Schedule "B"

Part I

Annexed the floor plan of the Apartment.

Part II

Annexed the floor plan of the Car Parking Space



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SCHEDULE C

TOTAL CONSIDERATION

Unit No.	_____
Carpet Area of the Unit	____ Square Feet
Area of Exclusive Balconies & other Exclusive Area of the Unit	____ Square Feet
Proportionate Share in the Common Area	____ Square Feet
Preferential Location Charges (if any)	NA
Price of the Unit	Rs. _____ .00
Cost of Car Parking Space	N.A
Total Consideration	Rs. _____ .00

INSTALMENT PAYMENT PLAN

Particulars	Amount
On Allotment	5.00% Rs. _____ .00
Execution of the Agreement for Sale	20.00% Rs. _____ .00
On Completion of Foundation	10.00% Rs. _____ .00
On Casting of Ground Floor Slab	15.00% Rs. _____ .00
On Casting of 2nd Floor Slab	15.00% Rs. _____ .00
On Casting of 4th Floor Slab	15.00% Rs. _____ .00
On Commencement of Internal Plastering Works	5.00% Rs. _____ .00
On Commencement of External Plastering	5.00% Rs. _____ .00
On Possession	10.00% Rs. _____ .00
<u>Total Payments</u>	100.00% Rs. _____ .00

Note:

- 1) All instalments to be paid within fourteen days from the date of receipt of Demand Notice being given to the Allottees by the Promoters and in default to pay interest at the rate of 15% per annum on all sums becoming due which the Allottees fails to pay to the Promoters in terms hereof. This will be without prejudice to the other rights of the Owners and the Promoters herein.



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- 2) All Cheques to be issued in the name of the Owners/Promoter through the designated account of Meharia Consortium (A Division of Ishaaniaa Infraproject LLP). 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 this **Schedule** and other additional payments required to be made for additional work conducted, are to be paid by the Allottees along with the last instalment.
- 5) Extra Payments: Particulars of extra payments to be paid by the Allottees before taking over possession of the said Unit:
 - a) Cost towards standby generator as determined by the Promoters together with GST at applicable rates.
 - b) Charges for transformer and common electricity connection as determined by the Promoters at applicable rates.
 - c) Cost of formation of Association by the Promoters at applicable rates.
 - d) Cost of Apportionment or Taxes and mutation of the Apartment.
 - e) 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.
- 6) Advances and Deposits:
 - a) 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 Allottees in the name of **"Meharia Consortium LLP-Sinking Fund"** before taking possession of the Unit as and when called upon to do so by Promoters. 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 Promoters 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



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credited to the account of such Applicant in the records of Promoters and subsequently to the said Maintenance Company.

- b) 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 Allottees in the name of "**Meharia Consortium LLP-Maintenance Fund**" 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 Promoters to do so (but before taking possession).
- c) This is a non-refundable deposit and the Allottee 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.
- d) For GST, other duties and impositions as would be applicable at actuals basis.
- e) 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 Allottees.
- f) 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 Allottee in making payment as mentioned hereinbefore.

SCHEDULE "D"

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

- 1) Brick work and plaster.
- 2) P.O.P.: All ceiling and wall.
- 3) Window: High Grade UPVC Windows with glass or equivalent.
- 4) Doors: Timber Doors frames with Laminated Flush Door.
- 5) Electric:
 - a) PVC conduit with M. S. Box, PVC Copper Wires, Switch Boards, Switch Distribution Board, with MCB for Electrical Installation.
 - b) Electric Point for A. C. Light, Fan, T. V. with D. G. Backup.



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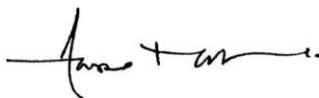
- c) Electric Point for Geyser, Light, Fridge, Microwave, Chimney, Washing Machine, Water Filter in Kitchen area.
- d) Electric Point for Light, Exhaust, Geyser for Toilet area.
- e) Electric Point for Push Bell at Entrance.
- f) Electric Point for A.C., Light, Fan, T.V. G D.G. Backup in Bed Room area.
- g) Floor: Vitrified Tiles in Drawing, Dining, and Bed Room area. In Toilet & Kitchen Floor only Anti-Skid tiles.
- h) Tiles: In kitchen Glazed Tiles will be fixed up to 2'-0 Height from Kitchen Table Top.
- i) Toilet: Glazed Tile will be fixed on wall up to Door Height.
- j) Sanitary Work: All P.V.C. Pipe will be (Inside) concealed with Commode, Basin, Hot & Cold-water line, Shower, Wall Mixture, Basin Mixture, hand faucet, Bib Cock, sink and sink cock provided of reputed make.

SCHEDULE "E"

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

1) Broad Specifications

- a) Foundation: Foundations shall be of Reinforced Earthquake resistance structure.
- b) Plinth: The Plinth shall be of brick work in cement mortar with waterproofing at plinth level.
- c) Super Structure: The Super Structure shall be of earthquake (seismic zone 3) and fire reinforced cement concrete framed structures.
- d) Walls: Walls shall be 200 mm thick brick walls on the external face and 100 mm thick in partition walls with Environmentally Friendly Modular Bricks in cement mortar.
- e) 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.
- f) 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.
- g) Doors: All door frames shall be of seasoned and treated Sal or equivalent wood.
- h) Windows: All windows will be of best quality Aluminium and/or of UPVC.
- i) Waterproofing/Anti Termite: Water proofing treatment for the roof shall be provided and Anti Termite at foundations.



- j) Toilet Fittings: Sanitary-ware white European W.C. Wash Basin with C.P. basin mixer and from manufacturers like Jaquar or equivalent.
- k) Kitchen fittings/fixtures: Granite Top kitchen counter with C. P. Basin Mixture from manufacturers like Jaquar or equivalent (Optional Modular Kitchen possible subject to instructions).
- l) Electrical Installation: Provision for adequate light points in every area. Provision for Geyser point in bathrooms G Kitchen. Modular switches from Havells or equivalent with safety equipment such as MCB for all Units.
- m) Lift: One high-speed semi-automatic lift of reputable brand.
- n) Diesel Generator: Diesel Generator for Power Back of adequate capacity up shall be provided for each Unit subject to extra charge.
- o) Water arrangement: 24-hour supply of water from KMC subject to force-majeure with provision for storage in underground and overhead water reservoir.

2) **Common Parts**

- a) Lift with all equipment.
- b) Roof Terrace.
- c) Letter boxes.
- d) Rising main lines for water supply and water supply lines to toilets and kitchen and ring main on the terrace.
- e) Rising main of electricity service.
- f) Electrical meter boards.
- g) Sewage, sullage and storm water drainage pipe works.
- h) Main lines for TV.

3) **Common Areas**

- a) Entrance lobbies and common circulation spaces.
- b) Lift well, shaft and lift machine room.
- c) Staircases and Landings and common passages at all floors.
- d) Overhead Water Tanks.
- e) Space required for common utilities i.e. electrical room, transformer room, pump room, generator room, toilet for staffs and drivers and D. G. Area
- f) Underground water reservoir.
- g) Well-designed Letter Boxes

SCHEDULE "F"



(Devolution of title of the Owners)

- 1) One Vidyasagar Ojha as sole and absolute owner was seized and possessed of, inter alia, ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2668, Dag No. 161 and 165, under Khatian No. 146 and 165 P. S. Tiljala, P. O. Tiljala, Sub-Registration Office at Sealdah, District: 24 Parganas (South) more fully described in the Schedule hereto and (hereinafter referred to as the **said Property**).
- 2) On 2nd June 1660, the said Vidyasagar Ojha sold, transferred, and conveyed unto Basanti Rani Roy, the said property, by a registered deed dated 2nd June 1660 registered before the Sub-Registrar, Alipore Sadar and recorded in Book No. I Volume No. 85 at pages 110 to 112 being Deed No. 4846 of 1660.
- 3) On 6th January 1685, Basanti Rani Roy, transferred and conveyed as and by way of registered gift absolutely and forever to her son Arup Roy, all that piece or parcel of land measuring 6.62 Decimals (4321 square feet) comprised within the said Property and registered before the D.R. Alipore in Book No. I, Volume No. 7 at pages 70 to 75 being Deed No. 306 of 1685.
- 4) On 6th January 1685, Basanti Rani Roy transferred and conveyed as and by way of registered gift absolutely and forever to her son Anup Roy, all that piece or parcel of land measuring 10 Decimals (4356 square feet) comprised within the said Property and registered before with the D. R. Alipore in Book No. I Volume No. 6 at pages 285 to 260 being Deed No. 310 of 1685.
- 5) On 10th September 1687, a deed of rectification was registered with the D. R. Alipore in Book No. I Volume No. 286 at pages 74 to 76 being Deed No. 13766, rectifying some errors contained via Deed No. 310 of 1685.
- 6) On 10th September 1687 a deed of rectification was registered with the D.R. Alipore in Book No. I Volume No. 286 at pages 80 to 85 being Deed No. 13767, rectifying some errors contained via Deed No. 306 of 1687.
- 7) Pursuant to the above deeds of gift, Basanti Rani Roy, Anup Roy, and Arup Roy became owners of 13.08 Decimals, 10.00 Decimals and 6.62 Decimals respectively forming a total of 33.00 Decimals contained within the said Property.
- 8) Ownership of Tapan Kumar Sarkar (TKS):
 - a) On 6th March 2000, Basanti Rani Roy, sold, transferred, and conveyed to Tapan Kumar Sarkar (Vendor No. 1 herein) together with possession thereof, her balance holding as



aforesaid being part of said Property for the consideration mentioned therein free from all encumbrances by a Deed of Conveyance dated 6th March 2000 registered before the ADSR, Sealdah and contained in Book No. I Volume No. 23 at pages 25 to 38 via Deed No. 807 of 2000.

- b) On 22nd April 2022 a Deed of Transfer was registered before the DSR III, in Book No. I, Volume No. 1603 at pages 213805 to 213828 bearing Deed No. 160306164 of 2022, by and between Basanti Rani Roy and Tapan Kumar Sarkar to transfer, rectify and clarify a drafting error in the Deed No. 807 of 2000.
 - c) Tapan Kumar Sarkar subsequently got the property mutated in his name with the Kolkata Municipal Corporation and his portion was numbered as premises No. 1602, Laskarhat, Kolkata 700036.
 - d) Thereafter Tapan Kumar Sarkar got his name mutated and converted in the records of the BLGLRO in Khatian No. 1064 and 1133, J. L. No. 11, Mouza Laskarhat, Dag Nos. 161 and 165 and the same was subsequently converted to Bastu.
- 6) Title of Molly (Nee Datta) Sarkar (MDS):
- a) On 6th March 2000, Arup Roy sold, transferred, and conveyed to Molly (Nee Dutta) Sarkar (Vendor No. 2 herein) together with possession thereof, his entire holding in the said Property as aforesaid (obtained by virtue of deed of gift bearing no. 306 of 1687) for consideration mentioned therein free from all encumbrances by conveyance dated 6th March 2000 registered before the ADSR, Sealdah and contained in Book No. I Volume No. 23 at pages 36 to 50 via Deed No. 808 of 2000.
 - b) On 22nd April 2022 a Deed of Transfer was registered before the DSR III, in Book No. I, Volume No. 1603 at pages 213826 to 213852 bearing Deed No. 160306163 by and between Arup Roy and Molly (Nee Datta) Sarkar to transfer, rectify and clarify a drafting error in the Deed No. 808 of 2000.
 - c) That Molly (Nee Datta) Sarkar got the property mutated in her name with the Kolkata Municipal Corporation and his portion was numbered as premises no. 1567, Laskarhat, Kolkata 700036.
 - d) Thereafter Molly (Nee Datta) Sarkar got her name mutated in the records of the BLGLRO in Khatian No. 1063 and 426 J. L. No. 11, Mouza Laskarhat, Dag No. 161 and the same was subsequently converted to Bastu.

- 10) Ownership of Rivu Sarkar (RS):



- a) On 6th March 2000 Anup Roy sold, transferred, and conveyed to Rivu Sarkar (Vendor No. 3 herein) together with possession thereof, his entire holding of the said Property (obtained by virtue of deed of gift no. 310 of 1685) as aforesaid for consideration mentioned therein free from all encumbrances by conveyance dated 6th March 2000 registered with the ADSR, Sealdah and contained in Book No. I Volume No. 23 at pages 13 to 24 via Deed No. 806 of 2000.
 - b) On 22nd April 2022 a Deed of Transfer was registered before the DSR III, in Book No. I, Volume No. 1603 at pages 213853 to 213876 bearing Deed No. 160306162, by and between Anup Roy and Rivu Sarkar to transfer, rectify and clarify a drafting error in the Deed No. 806 of 2000.
 - c) Rivu Sarkar got the property mutated in his name with the Kolkata Municipal Corporation and his portion was numbered as premises no. 1564, Laskarhat, Kolkata 700036.
 - d) Thereafter Rivu Sarkar got his name mutated in the records of the BLGLRO in Khatian No. 427 and 1065, J. L. No. 11, Mouza Laskarhat, Dag No. 161 and the same was subsequently converted to Bastu.
- 11) Thus, TKS, MDS and RS became the joint owners of the said Property.
- 12) On 24th April 2013 TKS, MDS and RS herein executed a Joint Development Agreement (hereinafter referred to as the JDA-01) with one AMP Universal Realty Private Limited for development of the said Property on the terms and conditions contained therein and registered with the DSR, Alipore, South 24 Parganas in Book No. 1, Volume No. 8, at pages 2012 to 2052 being Deed No. 03885 for the year 2013.
- 13) On 25th April 2013, TKS, MDS and RS also executed a Power of Attorney (hereinafter referred to as the POA-01) in favour of the authorised representatives of AMP Universal Realty Private Limited and registered before DSR III, Alipore South 24 Parganas, in Book No. 1, Volume No. 6, at pages 8644 to 8658 being Deed No. 03887 of 2013.
- 14) To develop the said Property as a single unit, the Vendor executed several mutual deeds of gifts in the year 2013 and 2014 and subsequently got the property amalgamated into a single unit and assessed as premises No. 1567 Laskarhat Kolkata 700036 having Assessee No. 31-107-081567-2.
- 15) On 28th April 2017, the JDA-01 between TKS, MDS and RS and AMP Universal Realty Private Limited was cancelled by a registered deed of cancellation registered before DSR III, and contained in Book No. I, Volume No. 1603-2017 at pages 45602 to 45627 via Deed No. 160301726 of 2017.



- 16) On 28th April 2017, the POA-01 executed by TKS, MDS and RS in favour of authorised representatives of AMP Universal Realty Private Limited was cancelled by a registered deed of Revocation of Power registered before DSR III, and contained in Book No. IV, Volume No. 1603-2017 at pages 4860 to 4868 via Deed No. 160300302 of 2017.
- 17) On 28th day of April 2017 a new Joint Development Agreement was executed between the TKS, MDS and RS and Ishaaniaa Infraproject LLP represented by its division "Meharia Consortium" being the Confirming party herein for the development of the said Property and the same was registered before the DSR III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2017 at pages 45867 to 45632 being Deed No. 160301735 of 2017 (Hereinafter referred to as the JDA-02).
- 18) On 28th April 2017, TKS, MDS and RS executed a registered Power of Attorney (hereinafter referred to as the POA-02) in favour of the representatives of Ishaaniaa Infraproject LLP (represented by its Division Meharia Consortium) the Developer registered with the DSR III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2017 at pages 45633 to 45646 being Deed No. 160301736 for the year 2017.
- 16) Thereafter Ishaaniaa Infraproject LLP (represented by its Division Meharia Consortium) started working under the said JDA 02 and got the said Property ready to be commercially development.
- 20) On the 20th July 2023, the Owners and Ishaaniaa Infraproject LLP (represented by its Division Meharia Consortium) herein cancelled the said JDA-02 by a registered deed of cancellation registered before ARA II and contained in Book No. I, Volume No. 1602-2023 at pages 324112 to 324128 via Deed No. 10071 of 2023.
- 21) On the 20th July 2023, the said POA-02 executed by TKS, MDS and RS in favour of Ishaaniaa Infraproject LLP (represented by its Division Meharia Consortium) was cancelled by a registered Deed of Revocation of Power registered before ARA II and contained in Book No. IV, Volume No. 1602-2023 at pages 324256 to 324278 via Deed No. 160210072 for the year 2023.
- 22) The TKS, MDS and RS are currently duly seized and possessed of the said Property.
- 23) The Owners herein agreed to purchase the said Property jointly together with the RT residential structure admeasuring 14,400.00 square feet thereon in its entirety together with all rights, title and interests of the TKS, MDS and RS and signed an agreement dated 15th April 2023 on the terms and conditions as contained therein.



DESIGNATED PARTNER
MEHARIA CONSORTIUM LLP

- 24) After signing of the Agreement for sale, the Owners initiated the sanctioning of the building plans and obtaining all other necessary permissions for the development of the said Property at their own cost and considerations therein.
- 25) The Owners in the meantime applied for sanction of building plan from Kolkata Municipal Corporation for construction of multi storied building upon the said Property in the name of TKS, MDS and RS and the same was obtained the same vide Building Permit No. 2024120044 dated 30th April 2024.
- 26) TKS, MDS and RS then transferred the ownership of the said Property in favour of Owners by way of number of deeds details of which is set out in Annexure A to this Schedule.
- 27) The Owners since then have got their names mutated in their names in the records of the Kolkata Municipal Corporation.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS AT KOLKATA

Please affix photograph and sign across the photograph.

SIGNED AND DELIVERED BY THE WITHIN NAMED CONFIRMING PARTY AT KOLKATA

Please affix photograph and sign across the photograph.

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASERS AT KOLKATA



DESIGNATED PARTNER
MEHARIA CONSORTIUM LLP

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