

OXFORD "RUDRAA"
APPLICATION FORM
&

THE GENERAL TERMS AND CONDITIONS OF BOOKING AND SALE

(Please fill in relevant portions of the APPLICATION FORM for Individual/Joint or Any other entity)

Strike out portions that are not applicable and deposit the APPLICATION FORM in full and have the same delivered to the office of Meharia Consortium LLP, at 9 Old Post Office Street, Ground Floor, Kolkata 700001.

OXFORD RUDRAA
1567 Laskarhat, Kolkata 700039

MEHARIA CONSORTIUM LLP
(LLP Identity No. AAH-0051)
9 Old Post Office Street
Ground Floor, Kolkata 700001
Tel: +91 (33) 22489379
Email: marketing@meharia.com
Website: www.meharia.com

PERSONAL DETAILS**A) Primary Applicant**

1. Name: _____
2. Father's/Husband's Name: _____
3. Date of Birth: _____
4. Occupation: _____
5. Telephone Number: _____
6. Mobile Number: _____
7. Status: Resident Indian Non Resident Indian
8. Employment and Income Details
 - a) Status of Employment: Self Employed Employed
 - b) Name of the Organisation: _____
 - c) Designation: _____
 - d) Address: _____
 - e) Telephone No: _____
 - f) Contact Person: _____
 - g) Email ID: _____
9. Income Details:
 - a) Gross Annual Income: _____
 - b) Permanent Account Number: _____

10. Address

- a) Permanent Address: _____
- b) Current Address: _____

B) Joint Applicant

1. Name: _____
2. Father's/Husband's Name: _____
3. Date of Birth: _____
4. Occupation: _____
5. Telephone Numbers: _____
6. Mobile Numbers: _____

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

7. Fax Number: _____

8. Relationship with the Primary Applicant: _____

9. Status: Resident Indian Non Resident Indian

10. Employment and Income Details

a) Status of Employment: Self Employed Employed
b) Name of the Organisation: _____
c) Designation: _____
d) Address: _____
e) Telephone No: _____
f) Contact Person: _____
g) Email ID: _____

11. Income Details:

a) Gross Annual Income: _____
b) Permanent Account Number: _____

12. Address

a) Permanent Address: _____
b) Current Address: _____

ADDITIONAL INFORMATION FOR NON RESIDENT INDIANS

A) Primary Applicant

1. Nationality: _____
2. Native Place in India: _____
3. Passport Details:
a) Passport Number: _____
b) Authority Issuing Passport: _____
c) Date and Place of Issue: _____
d) Date of Expiry: _____
4. Contact Person in India: _____
5. Bank Account Number: _____
6. Type of Account: _____
7. Bank Name and Branch Details: _____

B) Joint Applicant:

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

1. Nationality: _____
2. Native Place in India: _____
3. Passport Details:
 - a) Passport Number: _____
 - b) Authority Issuing Passport: _____
 - c) Date and Place of Issue: _____
 - d) Date of Expiry: _____
4. Contact Person in India: _____
5. Bank Account Number: _____
6. Type of Account: _____
7. Bank Name and Branch Details: _____

APPLICATION FORM FOR OTHER ENTITIES

1. Name of Organisation: _____
2. Type of Organisation:

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Company	<input type="checkbox"/>	HUF
		<input type="checkbox"/>	Others
3. Address: _____
4. Name of Contact Person: _____
5. Telephone No: _____
6. Contact Person: _____
7. Email ID: _____
8. Gross Annual Income: _____
9. Permanent Account Number: _____

UNIT SELECTED

1. Flat No: _____
2. Floor: _____
3. Building: _____
4. Carpet Area: _____
5. Built Up Area: _____
6. Proportionate Common Area: _____

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

7. Cost of Flat: _____

8. Car Park: _____

9. Cost of Car Park: _____

10. Total Consideration: _____

11. GST & Cess: _____

12. D.G. Charges and GST: _____

13. CESC Transformer Service Charges & GST: _____

14. Other Charges: _____

15. Sinking Fund Deposit: _____

16. 1 Years Maintenance Charges & GST: _____

17. Legal Charges: _____

PAYMENT DETAILS

A) Payment Plan:

1. Down Payment: _____

2. Installment Based Payment: _____

3. Special Payment Plan: _____

B) Application Money: _____

C) Cheque Dated: _____

D) Drawn on: _____

DECLARATION

1. I/we hereby solemnly declare that all the aforesaid facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform the Seller of any future changes, related to the information and details shown in this Application Form.
2. I/we declare that I/we have read and understood the terms and conditions of sale and other information/payment conditions stated in the General Terms & Conditions including Area Schedules. I/we do hereby solemnly accept and agree to abide by them and as also others as may be prescribed by the Seller in future. I/we further agree to sign and execute the necessary documents as and when desired by the Seller.
3. I/we being Non Resident Indians Foreign Citizen of Indian Origin do solemnly declare that I/we want the Unit (applied for), for residential purposes only.
4. I/we hereby accord my/our irrevocable consent to become member of the Maintenance Company and execute necessary documents as and when called upon.

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

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 Application	5.00%
On Allotment	5.00%
Execution of the Agreement for Sale	10.00%
On Completion of Foundation	10.00%
On Casting of Ground Floor Slab	10.00%
On Casting of First Floor Slab	10.00%
On Casting of Second Floor Slab	10.00%
On Casting of Third Floor Slab	10.00%
On Casting of Fourth Floor Slab	10.00%
On Completion of internal Plastering Works	5.00%
On Completion of Flooring	5.00%
On Possession	10.00%
Total Payments	100.00%

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GENERAL TERMS AND CONDITIONS OF BOOKING AND SALE

1. Meheria Properties LLP (Formerly Meheria Properties Private Limited), Ishaanias Highrise Holdings LLP and Ishaanias Property Holdings LLP, are all limited liability partnership governed under the LLP Act of 2008, having their registered offices at 9 Old Post Office Street, Ground Floor, Kolkata 700001 are the Owners of the land located at 1567 Laskarhat, Kolkata 700039 (hereinafter referred to as the "**Owners**").
2. This project is being developed by Meheria Consortium LLP, a limited liability partnership governed under the LLP Act of 2008 having its registered offices at 9 Old Post Office Street, Ground Floor, Kolkata 700001 (hereinafter referred to as "**Developer**").
3. Who can apply:
 - a) An Individual:
 - i) It includes a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or a foreign citizen of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural/legal guardian is required).
 - ii) In case of a foreign citizen, it shall be presumed that the intended purchaser is of Indian Origin, if he/she has held an Indian passport at any time or he/she or his/her father or grandfather was an Indian citizen by virtue of the Constitution of India or Indian Citizenship Act, 1955. (It is clarified that the citizens of Pakistan, Bangladesh, Afghanistan, Bhutan, Nepal, and Sri Lanka shall be deemed to be not of Indian origin.)
 - iii) Joint application by a maximum of two persons is permitted, only if applicants are members of the same "family", (which term shall mean and include spouse, parents, and children only).
 - b) Other Entity(ies) shall mean to include either a Body Corporate incorporated in India or a Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (Copy of Certificate of Incorporation or copy of Registration Certificate will be required).
 - c) The applicant(s) qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy the Developer of the Applicant's ability to arrange and/or pay for the price of the said Unit. This however will be required only at the time of allotment.
4. Application Procedure
 - a) A person intending to buy a Unit (hereinafter referred to as the Applicant) will have to apply in the prescribed Application Form contained in the Brochure giving all the particulars required therein in full.
 - b) The Applicant is advised to go through and understand the General Terms and Conditions carefully before filling in the Application Form and if required take legal assistance in this regard. The Applicant is informed that signing of this document would confirm his/her acceptance of all the General Terms and Conditions as is set out herein.
 - c) Allotment will be based on 'first come first served' basis. If the Applicant wishes to book a Unit, the Applicant will need to check the availability status of Units from Developer from their offices and can block the Unit of Applicant's choice by submitted a duly completed Application Form along with the complete Application Money.
 - d) A Bank Draft or a Pay Order or Cheque shall be drawn in favour of "**Meheria Consortium LLP-Oxford RUDRAA**" payable at Kolkata for the amount of Application Money for the Unit selected as mentioned hereafter in the Payment Schedule to this Application Form.
5. Allotment Procedure: Allotment will be made immediately on receipt of the Original Application Form, provided the form is complete in all respect and the required remittance has been made. Allotment Letter will be issued to the Applicant within 10 days from the date of receipt of the Application and clear funds in the bank account of Developer, which ever is later.
6. Scrutiny, Rejection and Refunds:
 - a) Application remaining incomplete or deficient in any respect and/or not accompanied with the requisite remittances and/or relevant documents will be liable to be rejected.
 - b) Applications containing false/incorrect/misleading information are liable to be summarily rejected and the booking shall stand cancelled, whenever so detected and at any point of time even if allotment has been made.
 - c) Upon such cancellation, all installments paid till that date shall be refunded without any interest all the moneys paid by the Applicant to the Developer (excepting GST already paid and other expenses incurred in connection with the sale of the said Unit). The Applicant hereby consents to the same. In such an event the Applicant shall cease to have any right under this agreement or in respect of the said Unit.
7. Withdrawal of Application/Cancellation of Booking:
 - a) Applicant is free to withdraw their application and cancel his booking at any time after allotment but before the possession of the Unit is given.
 - b) Total payments made by the Applicant will be refunded by the Developer without any interest (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 administrative costs of the Developer and predetermined liquidated damages.
8. Price and Payment Schedule:
 - a) Price: The prices as indicated in the Payment Schedule under the Down Payment Scheme or Installment Payment Scheme or Special Payment Plan are firm.
 - b) Payment Schedule: This schedule requires payment of allotment money and respective installments as indicated in the said schedule.
9. Car Parking:
 - a) Car parking facility has been provided in the complex at the ground level at the prices as indicated in the price schedule separately.
 - b) While every endeavour will be made to provide each Applicant with at least one car parking space, the decision of Developer will be final and binding.
 - c) One can opt for more than one space. If after allocation one space for each Unit, some unallotted parking spaces are available, these will be offered to Applicant desiring additional car parking space.
10. Delay in Payment of Installments and/or Other Dues:

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

Primary Applicant

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Joint Applicant

GENERAL TERMS AND CONDITIONS OF BOOKING AND SALE

- a) It is understood that the time of payment of all instalments as and when they become due is of the essence of the Application.
- b) It shall be incumbent on the Applicant to comply with the terms of payment in respect of the Unit and any other sums payable under the GENERAL TERMS and CONDITIONS. Payment of Allotment Money is required to be made within 15 (Fifteen) days of the date of Allotment.
- c) No extension of time will be allowed for payment of Allotment Money.
- d) Payment of installments and/or all other dues shall have to be made within the due dates as intimated in the Allotment Letter.
- e) In case payment is delayed, the Applicant shall have to pay interest on the amount due at the rate of 15% per annum.
- f) For any delay in payment of installments and/or other dues beyond 2 (two) months from the respective due dates, the allotment may be cancelled at the option of Developer. In such an event the Developer will be refund all payments made by the Applicant without any interest (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 administrative costs of the Developer and predetermined liquidated damages. The Applicant shall have no right and/or lien on the Unit.

11. Possession: Developer shall endeavour to give possession of Units to the Applicant within 30 months from the date of commencement of construction. However, if Developer fails to deliver so (except due to force majeure), 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 Applicant have been paid by the Applicant to the Developer. Force majeure shall, inter alia include non-availability or irregular availability of essential inputs, strike by Contractors/Construction Agencies, delays in providing essential services/permissions by the concerned authorities, litigation, Acts of God, requisitioning, civil commotion and/or such other reasons beyond the control of Developer.

12. Compensation for Delay in Giving Possession: In any situation other than that of Force Majeure (as stated above), 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.

13. Handover of Unit: On completion of the project, Developer will serve notice calling upon Applicant to take possession of Units within a specified time period. The last date of the time period given shall be deemed to be the 'Date of Possession' irrespective of the date when the Applicant takes physical possession of its respective Unit. The Applicant shall be required to take possession of its Unit within the time mentioned after complying with the General Terms and Conditions failing which the Applicant shall be liable to pay additional maintenance charges at the rate of Rs. 7,500.00 (Rupees Seven Thousand Five Hundred only) per month for the period between the deemed date of possession of the Unit and the date of taking physical possession of the Unit by the Applicant, over and above any other charges which may be payable. Developer shall not be liable in case of any damage to the Unit during the intervening period.

14. Management and Maintenance of Common Areas and Facilities:

- a) Formation of Maintenance Company and interim maintenance:
 - i) Developer will initiate the formation of the maintenance company (MC) which, besides others, will manage and maintain the common areas and facilities serving Oxford DEVA. The MC will frame byelaws for management and maintenance of the above-mentioned common areas and facilities and the same shall be binding upon all the Applicant. Developer will also help in setting up the MC and its different committees.
 - ii) However, Developer by itself or through its nominee will maintain common areas and all facilities serving the Building for a period of 1 (One) year after handing over possession of the Units. The Applicant shall be required to pay to Developer a sum of Rs. 3.00 per square feet plus GST to be calculated on the built up area and proportionate share common area, per month 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). This charge covers also the cost of consumption of 500 W emergency power in each Unit. Any surplus arising therefrom shall be credited to the account of Developer. This payment has to be made at a time as there will not be any installment provision for it. GST as applicable at the time of payment will be charged extra.
 - iii) On completion of this 1 year period or even earlier, the Developer will hand over the charge of the aforesaid maintenance and security service to the said MC, unless otherwise mutually agreed.
- b) Sinking Fund: In addition to the above mentioned maintenance charge, the Applicant shall have to deposit a sum of Rs. 75.00 (Rupees Seventy Five Only) per square feet to be calculated on the built up area and proportionate share in the common area of his Unit towards Sinking Fund, before taking possession of the Unit as and when called upon to do so by Developer. The Income of this Fund 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 MC once it is formed and registered. The Sinking Fund collected from each Applicant will remain credited to the account of such Applicant in the records of Developer and subsequently to the said MC.

15. Registration and Conveyance: The Deed of Conveyance of an Unit shall be executed and registered in favour of the Applicant subject to clearance of the entire consideration along with all other dues and deposits, etc. receivable by Developer. The Applicant will be given prior intimation of the date of registration. The Deed of Conveyance will be drafted by Developer in such form and containing such particulars as may be required. The Applicant will be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for the Registration of the Deed of Transfer of their respective Units. Each Applicant will be also required to pay the nominated solicitors of the Developer, documentation charges at the rate of Rs. 50.00 per square feet to be calculated on the built up area and proportionate share in common area of the said Unit.

16. Transfer of Units: The Applicant shall not be eligible to alienate and/or transfer their interests in the allotted Unit(s) until full and final payment of all installments and interests due thereon to Developer and registration is completed in all respect.

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Primary Applicant

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Joint Applicant

GENERAL TERMS AND CONDITIONS OF BOOKING AND SALE

17. Transfer Fee: No transfer or alienation of interest of any nature whatsoever shall be permitted and recognized by Developer except upon payment of a transfer fee, being 2% of the Total Consideration plus GST and upgradation of individual Unit at the time of the transfer.
18. CESC Transformer Charges and other Amenities: The Applicant would have to pay the charges on account of CESC Transformer services charges to be provided within the complex. The actual amount to be notified by the Developer in due course which shall be based on actuals and supported by documents.
19. Diesel Generated Power Backup for Each Unit: 500W emergency power will be provided to each Unit by installing a diesel generator. The actual amount to be notified by the Developer in due course which shall be based on actuals and supported by documents.
20. General
 - a) It is understood that the Applicant has applied for allotment of a residential Unit with full knowledge and agrees to be subject to all the laws/notifications and rules applicable to the project area in general and the group housing project in particular, which have been understood by him/her. It is further understood that the Applicant has fully satisfied himself/herself about the interest and the title of Developer in the project land.
 - b) The expression 'Allotment' wherever used herein shall always mean 'Provisional Allotment' and will remain so till such time a formal deed of transfer is executed and registered in favour of the Applicant for his/her respective Unit.
 - c) The word "transfer" wherever used shall not include mortgage of the Unit with a Bank or Financial Institution for the purpose of obtaining a housing loan without giving physical possession of the Unit.
 - d) Non-payment of any dues whatsoever by the Applicant to Developer will create a charge on the Unit in favour of Developer.
 - e) No request for any discount on any whatsoever shall be entertained by Developer.
 - f) The site layout, building plans and specifications of the building and the Unit(s) are tentative and are subject to variation. Developer may affect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate and fit or as may be directed by any competent authority. The Covered Area of the Units(s) may increase and/or decrease up to a maximum of 5%. No complaint regarding design, layout and accommodation shall be entertained by Developer. In case the variation of the Covered Areas of the Units is more than 5%, the prices of the Units will be adjusted accordingly, before handing over possession.
 - g) Furniture layout shown in the brochure is indicative of how the Unit can be used. No furniture will be provided with Units. Plants/shrubs shown are indicative and will not be supplied by Developer.
 - h) Developer will not entertain any requests for modification of the Internal layouts of the Units, external facades of the building, specifications of Units or any other changes, except those offered under the enhanced option.
 - i) Complaints, if any, regarding specifications, fittings and fixtures, etc. provided in the Units will be required to be brought to the notice of Developer within the deemed date of possession. Developer will not be responsible for any damage caused to the Units on account of delay in taking over possession and in such event, the Applicant will have to take physical possession of the Units on "as is where is" basis.
- j) Potable water will be supplied to the Building by Kolkata Municipal Corporation, or any other local authority subsequently formed.
- k) Arrangement for disposal of the sanitary, sewerage and storm water will be made to the nearest point designated by the Kolkata Municipal Corporation, or any local authority subsequently formed.
- l) Internal wiring for electricity will be provided for each Unit. However, the Applicant will have to apply to the CESC individually for obtaining supply of power and the meter for their respective Units. The Applicant shall be required to pay the applicable securit deposit and/or other charges for the same to the Authority.
- m) The Applicant may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Developer within 15 days of being required in writing to do so. The stamp duty at the applicable rate shall be payable wholly and exclusively by the Applicant.
- n) After delivery of possession of the Unit as stated in above hereinabove, the Applicant shall be liable to pay to Developer or other appropriate authorities all rates, taxes, levies, cess, deposits including security deposit or assessments pertaining to the Unit wholly and the common areas proportionately on demand.
- o) Application in the prescribed form as contained in the Brochure is subject to the General Terms and Conditions stated herein and also in other parts of the Brochure including all documents/inserts namely, Price & Payment Schedule, which are contained in and form part of the Brochure.
- p) All correspondences with the Applicant will be made at the address for correspondence on Developer's record initially indicated in the Application Form, unless changed. Any change of address will have to be notified in writing to Developer at its Office and acknowledgement obtained for such change. In case there is a Joint Applicant, all communication shall be sent by Developer to the Applicant whose name appears first, and which shall for all purposes be considered as served on both the Applicant.
- q) The Applicant must quote the Application Number as printed in the Acknowledged Pay-in-Slip and/or on allotment their Unit Number as indicated in the Allotment letter in all future correspondences.
- r) Dispute(s), if any, shall be subject to the Jurisdiction of Courts of law at Kolkata only.
- s) Developer reserves the right to reject any application without assigning any reason whatsoever.
- t) The failure of Developer to enforce at anytime or for any period anyone or more of these Terms & Conditions shall not imply either its waiver or right at anytime subsequently to enforce all Terms & Conditions.
- u) Developer reserves the right to refer any dispute(s) to Arbitration. The Arbitration proceedings, if any shall be governed by Arbitration and Conciliation Act, of 1996 (as amended from time to time).

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Primary Applicant

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Joint Applicant