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**APPLICATION OF BOOKING FOR RESIDENTIAL APARTMENT[S] AT**

# Aria Rabindra

Mouza - Baruipur, Khatian No. 5400, Dag No. 7945 & 7946  
& part of 7944, Khatian No. 7240, 7241, 7242, 7243, P.S -  
Baruipur, P.O - Madarat under Madarat Gram Panchayet,  
District - 24 Parganas [South]

To,  
M/s. Olivia Developers Private Limited,  
CIN No.U45200WB2006PTC112166  
5/3,Deshapriya Park(East)  
Kolkata - 700029.  
West Bengal, India.

Date :

Sir,

I/We:

- a. Request that I/we be registered for booking of a Residential Apartment "**Aria Rabindra**" to be developed on a plot of land at Baruipur, District South 24 Parganas by the Promoter "**M/s. Olivia Developers Private Limited**".
- b. Agree to sign and execute the standard Agreement for Sale and ancillary documents as and when required.
- c. Remit herewith a sum of Rs..... [Rupees ..... only] by Cash/Cheque # ..... dated ..... drawn on..... in favour of "**M/s. Olivia Developers Private Limited**" towards registration money for booking.
- d. Agree to pay installments as per Payment Plan given below.
- e. Understand and agree that any allotment under this application by the Promoter is subject to realization of the Cheque/s or Draft/s, if I/We have paid the above sum of Rs..... [Rupees ..... Only].
- f. Kindly accept the booking and allot the Apartment accordingly.

Thanking you.

Yours faithfully,

Purchaser/s Name :

Address :

# Booking Form

Affix  
Current  
Photograph

Please fill in relevant portions in full in **BLOCK** letters; strike out portions that are not applicable.

## First Applicant

1. Full Name Mr./Ms./Dr. : .....

2. Father's/ Husband Name : .....

3. Date of Birth : .....  
D D M M Y Y

4. Nationality : .....

5. Occupation  Employed. Sector/Industry .....

Self Employed. Profession .....

Business. Sector/Industry .....

Housewife  Student  Others.....

6. Status  Resident  Non-Resident  Foreign National of Indian Origin.

7. Correspondence Address.....

P.O. .... P.S. .... Pin.....

8. Permanent Address.....

P.O. .... P.S. .... Pin.....

Phone..... Fax.....

9. Contact Details : Office ..... Residence ..... Mobile.....

Fax ..... E-Mail.....

10. If Applicant is a minor, please furnish proof of age, name and address of the natural Guardian.

11. IT PAN/GIR No. [If any] .....

12. Car Parking Choice  Covered Car Park  How Many.

Open Car Park  How Many

Purchaser

Authorized Signatory



**PRICE & PAYMENT DETAILS**

**AMOUNT [RS.]**

Basic Price of the Apartment No. \_\_\_\_\_

Of Carpet area \_\_\_\_\_ : Rupees.....

Car Parking space price (Covered or open): Rupees.....

Total Price : Rupees(In Figure).....

:Rupees(In Word).....

Sl.	Payment Schedule		Amount	GST
1.	On Booking	10%	Rs. : .....	.....
2.	On Agreement -	10%	Rs. : .....	.....
3.	On Casting of Ground Floor	15%	Rs. : .....	.....
4.	On Casting of 1 <sup>st</sup> Floor Roof	15%	Rs. : .....	.....
5.	On Casting of 2 <sup>nd</sup> Floor Roof	15%	Rs. : .....	.....
6.	On Casting of 3 <sup>rd</sup> Floor Roof	10%	Rs. : .....	.....
7.	On Completion of Brick Work of the Apartment booked floor + Extra Charges excluding Maintenance Deposit	10%	Rs. : .....	.....
8.	On Completion of Plaster of the Apartment booked floor	10%	Rs. : .....	.....
9.	On Possession + Maintenance Deposit	05%	Rs. : .....	.....

- GST @ 8% extra on total value at prevailing rates and/or as applicable at the time of payment time to time

**GST No.19AAACO8795R1Z8.**

Extra Charges

- Generator - Rs. 50.00 per Sq. Ft. on Chargeable Area : .....
- Transformer & Electricity Expenses - Rs.50.00 per Sq. Ft. on Chargeable Area : .....
- Security system Rs.15.00 per Sq. Ft. on Chargeable Area : .....
- Legal Charges including formation of Association - 1% on Property Cost : .....
- Corpus Maintenance Deposit - Equivalent to 1 year Maintenance Fund @ Rs. 1.50 per sq. ft : .....
- Association Membership to be discussed at the time of formation :
- All other General Terms & Conditions of the booking as per Annexure - I
- GST @18% extra charges as applicable.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Authorized Signatory

Affix  
Current  
Photograph

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable extra wherever applicable by the Purchaser.**

I/we declare that the information supplied by me/us in this form is correct and undertake to inform the Company of any future changes related to the information. Further I/we confirm and accept the price and payment details as stated herein above.

I/we, being Indian/ Non Resident/ Foreign National of Indian Origin do solemnly declare that I/we want the Apartment[s] [applied for] for residential purpose only. [Strike out, if not applicable]

.....  
Signature of First Applicant

.....  
Signature of Joint Applicant

We accept the Application for booking of the above Apartment[s] as mentioned herein above.

Place .....

Date .....

.....  
Signature of Authorised Signatory of  
M/s. Olivia Developers Private Limited  
5/3, Deshapriya Park (East),  
Kolkata - 700029.

**Promoter**

## Annexure - I

### ARIA RABINDRA

#### GENERAL IMPORTANT TERMS & CONDITIONS OF THE BOOKING

All payments shall be made in favour of "M/s. Olivia Developers Private Limited". The Allotment Letter/ Agreement and/or the Money Receipt shall bear signature of the Director Sri Rajiv Kankaria and/or their Authorized Signatory failing which the same shall not be tenable and/or valid.

#### **1. Installment Payment Plan**

The plan requires payment as indicated in the Schedule of the Application Form. Payments shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest @ 24% p.a shall be charged for such delayed payment. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of "M/s. Olivia Developers Private Limited".

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

#### **2. Possession & Completion**

The "Promoter" i.e. "M/s. Olivia Developers Private Limited" assures to hand over possession of the Apartment along with ready and complete common areas with all specification, amenities and facilities of the project in place for fit our on June, 2020 and to complete in all respect not later than 60 months from the date of final sanction of the building plan by the authority concern subject to force majeure and/or reasons beyond the control of the "Promoter" as mention in Cl.9a & 9b.

#### **3. Transfer Fee**

In case of transfer of units the same shall be recognized before conveyance except upon transfer payments @ 2% of the consideration amount.

#### **4. Rates & Taxes**

All statutory rates and taxes as applicable by the State/ Central Government shall be charged extra and to be paid by the Purchaser.

#### **5. Miscellaneous**

The project is and/or going to be under finance by the Reliance Home Finance Ltd. by way of charging the property for availing construction finance. The Purchaser if required to have any clearance for any purpose should apply to the Promoter for having no objection for the particular Apartment from the Said Financial Institution under whose finance the project is being charged.

#### **6. General**

- a. It is understood that the applicant has further satisfied himself/ herself/ itself about the interest and the title of the Owner in the said land on which the apartment will be/ are being constructed.
- b. It shall be obligatory and/or mandatory on the part of the Applicant/ Purchaser to execute the Allotment Advice/ Agreement for Sale or as and when called upon by the Promoter to do so. If the Purchaser fails to execute the Allotment Letter/ Agreement for Sale with 15 (Fifteen Days) from the date of receiving written intimation from the Promoter, in that event the Promoter shall have unilateral rights and liberty to cancel the allotment and determine the instant contract in consonance with the terms and conditions of these presents.
- c. The Owner/ Promoter will not entertain any requests for modifications in the internal layouts of the apartments and external facades of the tower.
- d. The layouts plans and building plans, dimensions elevation, colour scheme, specifications of the building(s)/ complex of the apartment are tentative and subject to variation. The Owner/ Promoter may effect 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. No complain regarding design, layout and accommodation shall be entertained.

- e. The applicant is required to pay the GST and other taxes as applicable from time to time.

#### **7. Withdrawal of Application/ cancellation of Booking**

- a. Applicant may withdraw application at any time before the issue of allotment letter or execution of Agreement for Sale and may get refund of the application money without interest after deduction of refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities as per provision of the Act.
- b. The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee (other than taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest deducting the booking amount as cancellation charges out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

#### **8. Failure of Allottee to take possession of Apartment -**

Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement maintenance charges as specified, municipal tax and other outgoings and further holding charge of Rs.5,000/- per month or part thereof for the period of delay of to taking possession .

#### **9. Force Majeure**

- a. In the event of any delay by the "Promoter" in fulfilling any of their obligations herein due to Force Majeure or reasons beyond the control or reasonable estimation of the "Promoter" then in that event the time for the relevant matter shall stand suitably extended. The "Promoter" shall not be liable for refund or for any interest or damages in case of delay, if any.
- b. **Force Majeure** shall also include natural calamities, Act of God, Flood, Tidal, waves, earthquake, riot, war, storm, tempest, fire, civil, commotion, civil war, air raid, strikes [including by contractors/ construction agencies], lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or Temporary/Permanent interruption in the supply of utilities serving the Building Complex and/or any legal complications under any circumstances beyond the control or reasonable estimation of the Vendors i.e. "Promoter".

Agreed, accepted and confirmed by me  
the above terms and conditions

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Authorized Signatory  
For Olivia Developers Private Limited.

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Signature of the Purchaser [s]

OFFICIAL

Sales Agent .....

Sales Person..... Agent's stamp and Signature .....

Direct Sales Team ..... Executive's Signature .....

Received on ..... Received by (Signature) .....

Reference (if any) ..... Signature .....

Remarks .....

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