

## **AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this                    day of                    , 20     .

### **BY AND BETWEEN**

**M/S. OLIVE ENTERPRISE** (PAN NO AADFXXXXXXXP), a Partnership firm having its principal place of business at 133A, Rash Behari Avenue, Kolkata - 700 029, represented by Iftekhar Rehman Sheikh, (PAN NO XXXXXXXXX) (AADHAAR NO.XXXXXXXX ) (MOBILE NO XXXXXXXXX) Director of one of its Authorized Partners, Webstar Industries Private Limited and hereinafter called and referred to as the "**PROMOTER**" (which term or expression unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, legal representatives and permitted assigns ).

**AND**

Mr./Ms. (Aadhaar No. ) (PAN No. ) (Mobile No ) son/ daughter of aged about 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 assigns).

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) **“ACT”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **“RULES”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **“REGULATIONS”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“SECTION”** means a section of the Act.
- e) **“PROMOTER”** shall mean the said M/S. OLIVE ENTERPRISE, a Partnership firm having its registered office at 133A, Rash Behari Avenue, Kolkata - 700 029.
- f) **“OWNERS”** shall mean the aforesaid 17 persons also as mentioned in Table ‘A’ below.
- g) **“ARCHITECT”** shall mean ‘**ESPACE**’ having its place of business at 35A, Dr. Sarat Banerjee Road, Kolkata-700029 and/or such Architects as the Promoter may appoint from time to time.
- h) **“SAID PREMISES/LAND”**: shall mean 16/5, Telipara Lane, Kolkata – 700031, Ward 92 more or less measuring about 3048.064 sq m or 32,809.36 sq ft land equivalent to 45 Kottah 09 Chittak 05 sq ft land.
- i) **“CAR PARKING SPACE”** shall mean the covered/open car parking spaces in the said buildings/complex (if expressly agreed to be acquired by the Purchaser and stated in the Schedule ‘B’ hereunder written).
- j) **“COMPLEX”** shall mean the new buildings to be constructed at the 16/5, Telipara Lane,

Kolkata – 700031, Ward 92 in accordance with the said sanctioned Plan and each building in the complex will have a separate identification name or number.

- k) **“COMMON PARTS/PORTIONS”** shall mean the common parts, portions, facilities and amenities including the driveways, roofs of the buildings, lifts, lift machine rooms, lift wells and lift installations, generator, generator panels, generator cables/lines, pump, pump installations/pipes, tube wells and its installations, drains, sewers, boundary walls and electrical installations, main gates, security room, paths, and passages, staircases and lobbies, sewage treatment plant and underground and overhead water reservoirs, sewerage pipes, water pipes, drains, fire hydrant ring line, fire tank, security room, community hall, gym room, ground floor toilets, gardens, plants etc. in the new buildings and/or the complex, as shall be provided and determined by the Promoter for the beneficial enjoyment of the purchasers of the Residential Flats/Saleable Areas/Spaces/Units as expressly provided hereinafter, excepting the areas earmarked for open/covered car parking spaces.
- l) **“COMMON PURPOSES”** shall include the purposes of upkeep, management, maintenance, administration and protection of the common portions and the purposes of regulating mutual rights, obligations, responsibilities and liabilities of the owners and/or occupants of the respective units/flats and all other purposes or matters in which the owners and/or occupants have common interest relating to the new buildings and the complex.
- m) **“SOCIETY/ASSOCIATION”** shall mean the Society/Association of Purchasers/Owners that would be formed or promoted by the Promoter for the common purposes, maintenance and upkeep of the complex.
- n) **“PLAN”** shall mean the building Permit no. 2020100038 dated 10.08.2020 sanctioned by the Kolkata Municipal Corporation for the construction of multistoried buildings and also include all revisions, modifications alterations and additions thereof as may be obtained by the Promoter from time to time from the authority.
- o) **“SINKING FUND”** shall mean the fund to be contributed by each Unit / Flat Owner including the said Purchaser herein before the possession of the said unit towards Sinking / Reserve Fund which amount shall be held by the Promoter on account of capital expenses after the building is completed and possession of the respective Units / Flats is

made over to the Unit / Flat Purchasers including the said Purchaser and upon formation of the Holding Organization the said amount of the Sinking Fund (or the ultimate balance thereof) shall be transferred and / or made over to the said Association/Society.

**WHEREAS:**

One Radha Nath Das and Haripada Das alias Hari Charan Das both sons of late Dinanath Das were the joint owners of all that piece and parcel of land with hereditaments and structures measuring by estimation 83 decimal (more or less more or less 50 Kattah) in mouja Dhakuria, Pargana Khaspur Police Station the then Tollygunj, District South 24 Parganas. The land was only recorded R.S Khatian No. 363/2 R.S dag No. 1410 in Mouja Dhakuria Parganas khaspur Touji No. 230 and 233 J.L no. 5 Revenue Survey No. 5 presently being premises No. 16/5 Telipara Lane within ward No.92 of Kolkata Municipal Corporation Police Station Garfa, Kolkata -700031 hereinafter referred to as said property.

AND WHEREAS being thus seized and possessed of the premises the said Radha Nath Das and Hari Charan Das both since deceased got the 83 decimal land with other properties duly partitioned through the help of an Arbitrator Named Sridhar Chandra Goswami son of late Nimai Charan Goswami of Dhakuria Thana Tollygung District 24 Parganas which had been registered and recorded in Book No. I Volume No. 30 pages from 90 to 93 Being No. 950 for the year 1931 of the Sub-Registration office at Alipore.

AND by virtue of the said partition Radha Nath Das had got and was allotted of land measuring 2 Bighas 9 Kottahs 12 chattak 36 sq.ft more of less of immovable properties with hereditaments and structures as more fully described in the 'kha' schedule of the said registered Award of the year 1931 in his share.

AND being thus seized and possessed of the said allotted premises being no. 16/5 Telipara Lane, Kolkata – 700031 the said Radhanath Das died intestate in the year 1944 leaving and surviving his widow Shova Rani Das and the only son Madan Mohan Das and one daughter Durga Rani Das alias Durga Bala Dasi.

AND as per the then extant law of Hindu inheritance the daughter having excluded from the list of inheritors under Dayabhaga school of Hindu law the said daughter Durga Rani Das alias Durga Bala Dasi did not inherit any share in her paternal properties. Accordingly, the said widow Shova Rani Das and the said son Madan Mohan das became the joint owners of the property each having undivided half share.

AND being thus seized and possessed of the said moiety share in the said property the said widow Shova Rani Das died intestate on 1974, 30th November leaving and surviving her said son Madan Mohan Das and daughter Durga Rani Das alias Durga Bala Dasi. Thus, the said daughter Durga Rani Das alias Durga Bala Dasi became joint owners/co sharers the said property, inheriting one fourth (1/4th) share and the rest one fourth (1/4th) share vested in the hand of her son Madan Mohan Das. Thus, the share ratio of the said brother Madan Mohan Das and daughter Durga Rani Das alias Durga Bala Dasi became three fourth (3/4th) and one fourth (1/4th) respectively.

AND the said Madan Mohan Das having died intestate on 19.06.1985, his aforesaid (3/4th) interest or share duly devolved upon his widow Smt. Minati Das, three (3) sons namely Satyajit, Prosenjit and Biswajit Das and three (3) daughters namely Kalpana Das, Rita Das and Swapna Dutta (Das) in equal share. Thus, each of the said heirs and survivors of Madan Mohan Das has obtained 3/28th (three twenty eighth) undivided share in the said property along with the said other co sharer namely Durga Rani Das having 1/4th share.

AND thus being seized and possessed of the said property the said sister of Madan Mohan Das namely Durga Rani Das alias Durga Bala Dasi died intestate in 27.08.1994 and her share or interest duly devolved upon her four sons namely Joydeb Das, Biswanath Das, Jagannath Das, and Madhab Chandra Das and her only daughter Smt. Joya De (alias Jyoti Rani Das) each having 1/20th (one twentieth) share in the said property at 16/5, Telipara Lane, Kolkata.

AND thereafter the said son of Durga Rani Das, namely Joydeb Das died intestate on 14.03.2007 leaving and surviving his wife Smt. Aparna Das, 2 sons namely Chandan Das and Debasish Das and one daughter namely Kajal Mondal (Das) each having 1/80<sup>th</sup> share in the schedule property.

AND WHEREAS the said Debasish Das, died intestate on 01.02.2012 leaving behind him his wife Smt. Roma Das and one minor daughter Miss Debanwita Das.

AND THUS the 1/80<sup>th</sup> share of Debasish Das devolved equally upon his wife Smt. Roma Das, minor daughter Miss Debanwita Das and surviving mother Smt. Aparna Das.

AND thus the said property at no. 16/5 Telipara Lane, Kolkata – 700031, continued to be held and possessed by the said heirs of Madan Mohan Das since deceased and the heirs of Durga Rani Das alias Durga Bala Dasi since deceased.

AND WHEREAS the said Madan Mohan Das as it appears got and prepared a fake Deed of partition dated 27.09.1982 with the Bengali heading 'Bibhag Bantannama' whereunder it appears that he had executed the said impugned Deed of Partition by making some persons having no interest in the concerned property at all and made allotments in different proportions. The said Deed on being

registered before the district Sub- Registered at Alipore has been duly recorded in Book No. 01, Volume No. 173, Pages: 200-211, Being No. 6817 for the year 1982 and upon presenting the said Fake Deed of partition. The said Madan Mohan Das had got the suit property duly mutated in the name of

Sri Madan Mohan Das

Smt. Durga Rani Das

Smt. Tarak Rani Das

Smt. Minati Rani Das

Smt. Kalpana Das, and

Smt. Rita Das

in the office of the Kolkata Municipal Corporation as the recorded owners of the premises no. 16/5, Telipara Lane, Kolkata - 700031 by subdividing under separate Assesse Numbers and Premises Numbers also. Although at the material point of time as per devolution of interest under Hindu Succession Act, the persons named in the said Deed of Partition dated 27.09.82 the following persons namely, Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das were not the real shareholders as under the provisions of the succession Act and as such the impugned record in the Kolkata municipal corporation was found to be totally illegal and erroneous. And in order to set the thing in regular order the heirs of Madan Mohan Das namely

- Sri Satyajit Das
- Sri Biswajit Das
- Sri Prosenjit Das
- Smt. Minati Das
- Smt. Kalpana Das
- Smt. Rita Das, and
- Smt. Swapna Dutta

had brought and instituted a regular title suit being No. 66 of 2009 in the court of Ld. 5th Court of Civil Judge (Sr. Div) at Alipore on 1st April' 2009 against

- Sri Biswanath Das
- Sri Jagannath Das
- Sri Madhab Chandra Das

- Smt. Joya De (alias Jyoti Rani Das)
- Smt. Aparna Das
- Sri Chandan Das
- Sri Debashis Das
- Smt. Kajal Mondal

praying for declaration about the incorrectness of such partition and consequent recording of names in the office of the Kolkata Municipal Corporation. The said suit on being contested finally ended in a composite decree where under the said heirs of Madan Mohan Das got the declaration that the said alleged Deed of partition dated 27.05.1982 did not create any right title and interest in favor of the said, Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das in the suit premises (as per Deed of partition dated 27.05.1982)

AND FURTHER the alleged mutation of names of Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das as per said Deed of partition dated 27.05.1982 in the assessment register of the KMC, who did figure as defendant no 9 of the said Title Suit No 66 of 2009, the right title and interest of the said Sri Satyajit Das and others did not get affected in the suit property as the said Deed of Partition and the subsequent mutation was erroneous.

AND WHEREAS the then Owners, being the heirs of the said Late Madan Mohan Das and Late Durga Rani Das, thus seized and possessed the above-mentioned land which on physical inspection was found to be more or less **47 Kottah 13 Chittak 33 sq ft** equivalent to 3201.28 sq. m. or 34,458.58 sq ft. and had been paying Municipal Taxes regularly after recording their names in the KMC assessment records.

AND WHEREAS the then Owners after discussion with the Promoter, being satisfied agreed to allow and engage the Promoter herein to make such improvement and development of the property by raising new construction as per Sanction Plan by investing its own fund.

AND WHEREAS the Promoter and the Owner have entered into a Joint Development Agreement dated 14<sup>th</sup> March 2018 registered at DSR III, South 24 Parganas, recorded in **Book No.I, Volume number 1603-2018, Pages from 31013 to 31077, Being number 160301050 for the year 2018.** The Owners, to aid in the development of the property, had also granted the Promoter one power of attorney registered at the office of the DSR-III, South 24 Parganas on dated 14<sup>th</sup> March 2018 and recorded in **Book No. I, Volume No.1603-2018, Page from 31430 to 31475 Being No. 160301064 for the year 2018.**

AND WHEREAS after the execution of the said agreement, the said Biswanath Das, died intestate on 02.07.2018 leaving behind him his wife Smt. Jolly Das and one minor daughter Miss Sagarika Das as the only legal heirs to inherit his share of the above-mentioned property.

Subsequently another power of attorney was executed by the heirs of Late Biswanath Das, registered at the office of the DSR-III, South 24 Parganas on dated 18th April 2019 and recorded in **Book No. IV, Volume No.1603-2019, Page from 3497 to 3520 Being No. 160300170 for the year 2019.**

AND WHEREAS the said Joya Dey alias Jyoti Rani Dey nee Das also died intestate on 19.04.2020 leaving behind him her only son Jayanta Dey as legal heir.

AND WHEREAS the said Jagannath Das also died intestate on 17.06.2020 leaving behind him his wife Smt. Mita Das and two daughters Smt. Munmun Biswas, wife of Sri Abhishek Biswas, and Smt. Joly Das both being adults as his three legal heirs.

Subsequently another power of attorney was executed by the heirs of Late Joya Dey alias Jyoti Rani Das, and the heirs of Late Jagannath Das which was registered at the office of the DSR-III, South 24 Parganas on date 25.08.2020 and recorded in Book No. I, Volume No.1603-2020, Pages from 53187 to 53219 being No. 01500 for the year 2020.

AND WHEREAS the said Aparna Das also died intestate on 27.08.2020 leaving behind her son, Sri Chandan Das, daughter Smt. Kajal Mondal (Das), daughter-in-law Smt. Roma Das and granddaughter Miss Debanwita Das.

AND WHEREAS under the aforesaid several events, facts & circumstances, presently the said property at 16/5 Telipara Lane, Kolkata – 700031, is owned and possessed and recorded in the books of KMC by the heirs of the said Madan Mohan Das (since deceased) and the heirs of said Durga Rani Das alias Durga Bala Dasi (since deceased) as per following:

- a) Heirs of Late Madan Mohan Das namely **Smt. Minati Das, Sri Satyajit Das, Sri Biswajit Das, Sri Prosenjit Das, Smt. Kalpana Das, Smt. Rita Das, Smt. Swapna Dutta** all together having 3/4<sup>th</sup> share in the said property.
- b) Heirs of Late Joydeb Das, namely **Chandan Das, Debasish Das, Kajal Mondal, Smt. Roma Das, and Miss Debanwita Das** all together having 1/20<sup>th</sup> share in the said property.
- c) Heirs of Late Biswanath Das, namely **Smt. Jolly Das and Miss Sagarika Das**, together having 1/20<sup>th</sup> share in the said property.
- d) Heirs of Late Jagannath Das namely **Smt. Mita Das, Smt. Munmun Biswas and Smt. Joly**



**Das** together having 1/20<sup>th</sup> share in the said property.

- e) **Sri Madhab Chandra Das** having 1/20<sup>th</sup> share in the said property.
- f) Heir of Late Joya Dey alias Jyoti Rani Dey namely **Sri Jayanta Dey** having 1/20<sup>th</sup> share in the said property.

AND WHEREAS to avail better planning and as per the norms of the Kolkata Municipal Corporation (KMC) the Owners gifted a strip of land to KMC at the southern side of the premises admeasuring 153.22 sq. m. equivalent to 1649.22 sq. ft. vide a registered Deed of Gift dated 12.03.2020 and recorded in **Book No. I, Volume No.1603-2020 , Pages 27091 to 27109 Being No. 160300798 for the year 2020.** After the said gift deed, the Owners thus remained with more or less **3048.064 sq m or 32,809.36 sq ft land equivalent to 45 Kottah 09 Chittak 05 sq ft land**

**WHEREAS:**

- A.** The said Premises has been earmarked for the purpose of construction of residential buildings, each building comprising of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed. A plan has been developed comprising of connected complex of buildings divided into 4 blocks and defined as Blocks A, B, C and D respectively and the said project shall be collectively called “**WEBSTAR SERENE**”.
- B.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- C.** The Kolkata Municipal Corporation has granted Building Permit number **2020100038** to develop the project vide approval dated **10.08.2020**.
- D.** The Promoter has obtained the final layout plan; sanctioned plan, specifications and approvals for the Project and also for the apartment and building by 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.

- E.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- F.** Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_ has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet and [open terrace area of ..... sq ft] on \_\_\_\_\_ floor, Block \_\_\_\_\_ of “Webstar Serene”, alongwith open/covered garage parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq ft. as permissible under the applicable law and of pro-rata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).
- G.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
- The Title of the Owner in respect of the Premises
  - The Sanctioned Plans of the Buildings along with all the facilities/features
  - The Carpet Area of the Said Apartment
  - The Specifications and common Portions of the Project
  - The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.
- I.** 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;
- J.** 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;
- K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon

by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no.            on            floor, Block No.            and the            parking space as specified in para F.

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

**1. TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para F.

1.2. **PAYMENTS AND CONSIDERATIONS:**

The Total Price for the Unit based on the carpet area (“Total Price”), alongwith cost of car parking and other extra charges are more particularly set out in **Schedule C** hereto, which includes the proportionate price of the common areas and facilities in relation to the said Unit, to be paid as per the Payment Schedule as mentioned in Schedule C. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said Unit and details thereof is provided by the Promoter as are set out in Schedule D hereto.

**Explanation:**

- i. The Consideration of Apartment above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- ii. The Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned in **Schedule C** includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. 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/plot to the allottee and the project to the association of allottees or the, competent authority, as the case may be, after obtaining the completion certificate;

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:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- iii. Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department
  - iv. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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;
  - v. The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in **Schedule C** includes interalia recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the apartment, lift, water line and plumbing external finishing with paint, tiles, doors, windows, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
  - vi. **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding
- 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/order/rule/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 shall make all the payments as per the payment plan set out in **Schedule ‘C’** (**“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 herein at Schedule ‘D’ and Schedule ‘E’ in respect of the apartment as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

1.6. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, the date when such an reduction in area is intimated by the Allottee. If there is any increase in the carpet area, of the apartment, which is not more than 3 % of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule ‘C’. All these monetary adjustments shall be made at the same rate per square feet as agreed in para Schedule ‘C’ of this Agreement.

1.7. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to

them. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, Marbles/Tiles, Doors, Windows, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be with prior intimation to the Promoter and subject to acceptance of the safety norms prevailing at the site.

1.8. It is made clear by the Promoter and the Allottee agrees that the Apartment and the covered/open parking space (if any) together shall be treated as a separate single unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and shall not be a part of any other project in its vicinity or otherwise except for the purpose of integration of the infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

1.9. 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 its 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, prior to handover of the balance amount of maintenance charge to the society.

- 1.10. The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment and car parking at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed 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/ bankers cheque or online payment) in favour of **Olive Enterprise** payable at Kolkata.

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available as per law. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 2000/- (Rupees Two Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

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

- 3.1. The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 fulfill 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, 1999 or the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, 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:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT:**



The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities 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, amenities and facilities, 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 and provisions prescribed by the Kolkata Municipal Corporation 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-** SThe Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 31.12.2024 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.
- 7.2. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. The conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be from the date of the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3. **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this 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 in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.
- 7.4. **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, the Promoter will hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.
- 7.5. **Cancellation by Allottee** – 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 shall be returned by the promoter to the allottee within 45 days of such cancellation without any interest.
- 7.6. **Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter 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, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter here represents and warrants to the Allottee as follows:

- (i) 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.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- (iii) There are no encumbrances upon the said land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) 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 be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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 Allottees or the Competent Authority, as the case may be.

- (x) In case, the property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.
- (xi) 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 till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.
- (xii) 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.

## **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:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.
- (ii) 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 thereunder.

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

- (i) 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 thereafter the Allottee be required to make the next payment without any interest; or

- (ii) 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, within forty-five days of receiving the termination notice.

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee fails to make payments for the demands made by the Promoter as per the payment plan in Schedule 'C' 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 prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest and liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 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 within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, at the cost and expense of the Allottee. The Allottee will be solely responsible for the payments of the stamp duty, registration fees and other applicable fees at the registration office.

**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 of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been excluded in the Total Price of the Apartment till the issuance of Completion Certificate.

In case the formation of the Association is delayed due no fault of the Promoter; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association, and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

**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 charges, 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. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment, Balcony, Open Terrace etc or any part thereof, after due notice and during the normal working hours.

### **14. USAGE**

Use of Service Areas : The service area, if any, as located within the project 'Webstar Serene'shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Sewage treatment plant, Pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

### **15. COMPLIANCE WITH RESPECT TO THE APARTMENT**

- 15.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment 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 staircase, lifts, common passages, corridors, circulation areas, atrium or the compound 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 goods 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 damage or jeopardized.
- 15.2. That 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 façade 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 passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

- 15.3. 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

## **17. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere including the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

## **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A 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.

## **19. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the applicable laws. The Promoter shall comply with relevant laws/regulations as applicable in West Bengal.



## **20. 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, Registering Authority as and when intimated by the Promoter. If the Allottee(s) fails execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default and 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.

## **21. 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, as the case may be.

## **22. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

## **23. 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

**24. WAIVER NOT A LIMIT AT INTO ENFORCE**

- 24.1. 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 [Annexure C] 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.
- 24.2. Failure on the part of the Parties 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.

**25. SERVICEABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreements 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 thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. 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 any payment, in common with other Allottee(s) in Project, the same shall be in the proportion which the saleable area of the Apartment bears to the total saleable area of all the Apartments in the Project except as mentioned in Part III of Schedule 'C' above.

**27. 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.

**28. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at office of the Olive Enterprise and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

## **29. 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 :

**Allottee Name and Address:**

**Promoter Name and Address:**

OLIVE ENTERPRISE  
133A, Rashbehari Avenue  
Kolkata – 700029.

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 letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

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

## **31. SAVINGS**

Any application letter, allotment Letter, agreement, or any other document signed by the

allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

### **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 Act and the Rules and Regulations made thereunder including other applicable 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 obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

### **34. OTHER TERMS AND CONDITIONS**

34.1. Allottee agrees that in all matters of taking decisions or of forming and applying and relaxing the regulations, the decision of the Association/Society organization shall be final and binding on the Allottee.

34.2. The Allottee agrees that the payment to be made for the flat/unit as explained in the Schedule 'C' under PAYMENTS AND CONSIDERATIONS above are specific for the flats/units and garage spaces as mentioned. The Promoter reserves the right to sell other flats/units/garage spaces at rates which might be more or less than that is mentioned under Schedule 'C'.

34.3. The management of the affairs and the maintenance of the entire complex including the shops/offices/commercial spaces at the front portion of the project would be carried on by the Association/Society. It is to be noted here that the mentioned shops/offices/commercial spaces would only have access to the following:

- Water from underground and overhead tank for toilets
- Generator backup (without AC and high voltage load)
- Common spaces/areas at the front of the building that are necessary for carrying on

business

- Open spaces and common walls on the ground floor to install outdoor AC unit

Further to be noted here that the shops/offices/commercial spaces would NOT have access to other facilities of the complex/residential buildings, specifically:

- Lifts
- Community Hall / Games Room / Gym Room
- Driveways
- Lawn / Garden
- Roof
- Staircase
- Any other area/spaces exclusive to the residents
- Parking area except the ones allotted to the shops/offices/commercial spaces

However access needs to be given to the shop/commercial space owners to allow them carry out maintenance work on AC outdoor unit if any installed inside the premises.

34.4. Owing to the limited access to and use of facilities of the residential complex, the purchasers/owners of the shops/offices/commercial spaces in the project, would have to pay a reduced maintenance fee whose amount would be fixed by the Association/Society from time to time.

34.5. Provision will be made for the installation of Diesel Generator (“**DG**”) for power backup to run the basic facilities in the Project. The load provided will be sufficient only to run basic utilities during power failure. The Allottee will be mandatorily required to pay Rs. XX,000/- plus applicable taxes for the facility.

#### 34.6. RAISING OF FINANCE BY PROMOTER

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the said Land/Premises including apartment units and/or securitization of the receivables. 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 apartment/units in the complex. All liens/mortgages etc shall be removed from the unit/apartment before handover to the Allottee.

#### 34.7. OTHER RESTRICTIONS AND OBLIGATIONS OF ALLOTTEE

As from the date of possession of the Apartment and car parking spaces (if any) the Allottee agrees and covenants with the Promoter as follows:

- a) To co-operate with other Allottees, the Owners and the Promoter in the management and maintenance of the said building and the complex.
- b) To keep the Apartment and attached open terrace (if any) clean and well maintained and not to construct any wall at or cover the open terrace (if any) in any way.
- c) Not to throw garbage or create nuisance into the open areas of the premises such as garden area, pathway, roofs, open terraces etc.
- d) In case of dependent parking (one behind the other), to co-operate with other Allottes/Owners and the Promoter in parking vehicles.
- e) To observe the rules framed from time to time by the Promoter and upon formation, by the Association or Co-operative Society for quiet and peaceful enjoyment of the said Unit, Building and the Complex without causing/creating any annoyance to any person whomsoever.
- f) To allow the shop/commercial space owners to install AC out door units/pipelines in the common areas of the project and give access to repair and maintenance as and when required.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES :

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

### **SCHEDULE 'A'**

#### **PART-I : DESCRIPTION OF THE APARTMENT**

**ALL THAT** the entire unit/flat/Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ side of the \_\_\_\_\_ Floor in Block No. \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft. carpet area, \_\_\_\_\_ sft. built up area and \_\_\_\_\_ sft. Super Built Area together with the proportionate share in the common parts, portions and facilities and together with the proportionate undivided indivisible share of land beneath the said building being Block No. \_\_\_\_\_ with \_\_\_\_\_ Open/Covered car parking space being number \_\_\_\_\_ (as per sanction plan)



**PART-II : DESCRIPTION OF THE LAND/PLOT**

ALL THAT piece and parcel of land measuring an area more or less 45 Kottah 09 Chittak 05 sq ft land equivalent to 3048.064 sq m or 32,809.36 sq ft land at Premises No. 16/5, Telipara Lane, Kolkata-700031, P.S. – Garfa, District 24 Parganas (South), K.M.C. Ward No. 92, butted and bounded as follows:

ON THE NORTH BY : Premises No. 18 Teli Para Lane.  
 ON THE SOUTH BY : Teli Para Lane.  
 ON THE EAST BY : Premises No. 22A/9&10 Telipara Lane.  
 ON THE WEST BY : Premises No. 16/1, A&B Telipara Lane.

**SCHEDULE 'B'**

Description and Floor Plan for the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor,  
 Block No. \_\_\_\_\_ of .....

**SCHEDULE 'C'****PAYMENT PLAN****PART-I****AGREED CONSIDERATION**a. **AGREED CONSIDERATION FOR APARTMENT AND CAR PARKING SPACE (if any)**

<b>PAYMENT HEAD</b>	<b>AMOUNT</b>
Consideration for the Undivided Share of land and for Construction and completion of the said Apartment Being Flat No. _____ in Block _____ on _____ floor at Block _____ admeasuring _____ sq.ft. Carpet Area and _____ sq. ft. super built up area	Rs.
Consideration for the right to park a car in the said parking space(s)	Rs.
<b>TOTAL</b>	Rs.

- b. Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

**TOTAL GST                      Rs.**

Goods & Service Tax Registration Number .....

- c. Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

**PART – II****PAYMENT SCHEDULE FOR APARTMENT AND CAR PARKING SPACE  
(if any)**

All payments under Installment Payment Plan shall be made within a maximum period of **10 [Ten] days** of issue of demand letter otherwise interest applicable as per this Agreement and applicable Rules shall be charged. In case payments is not made for two months from the demand date of notice then the booking shall be cancelled at the sole discretion of **“Promoter”**

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.

Out of the agreed consideration amount, the Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only to the said Developer on or before signing of this agreement (which amount the said Promoter doth hereby as also by the receipt hereunder written admit and acknowledge).

The BALANCE amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only shall be paid by the Purchaser to the said Developer in the manner below (EXCLUDING any applicable tax):

<b>Installment No</b>	<b>Stage of Construction (Payment Schedule/Time)</b>	<b>Installment Amount (Rs)</b>	<b>Amount in Words</b>
<b>Total Due Rs</b>			

The payments above excludes Goods and Service Taxes, TDS and any other government applicable taxes.

**PART – III**

**ADDITIONAL PAYMENTS AND THEIR PAYMENT SCHEDULE**

HEAD	AMOUNT	SCHEDULE
<b>Advance Maintenance Charges-</b> This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs _____/-	At Handover of Apartment or Execution Deed Of Conveyance whichever is earlier
<b>Sinking Fund-</b> This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs _____/-	At Handover of Apartment or Execution Deed Of Conveyance whichever is earlier
<b>Transformer Charges &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC / any other electricity supply agency for providing and installing transformer at the said Project. (This amount is an estimated cost which may vary and will be charged on actuals.)	Rs _____/-	At Handover of Apartment
<b>Legal and Documentation Charges</b>	Rs _____/-	a) At Execution of Agreement for Sale
a) Amount payable at the time of Execution of Agreement for Sale	Rs _____/-	b) At Execution of Deed of Conveyance
b) Amount payable at the time of Execution of Deed of Conveyance	Rs _____/-	
<b>Association Formation Charges</b>	Rs _____/-	At Handover of Apartment or Execution Deed Of Conveyance whichever is earlier
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs _____/-	At Handover of Apartment or Execution Deed Of Conveyance whichever is earlier
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. _____/-</b>	

- (a) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
  
- (b) Charges levied by the “**Promoter**” for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**SCHEDULE 'D'****SPECIFICATIONS, AMENITIES, FACILITIES OF THE APARTMENT PORTIONS**

<b>FOUNDATION</b>	Reinforced Cement Concrete (RCC)
<b>STRUCTURE</b>	RCC frame structure as per design specification and sanction by the KMC Authority
<b>EXTERNAL WALL FINISH</b>	Minimum 8" thickness brickwork/AAC block finished with weather protecting paint on external side and POP finish on internal side
<b>INTERNAL WALL FINISH</b>	Minimum 4" thickness brickwork/AAC Block with plaster and POP finish
<b>FLOORING</b>	Vitrified Tiles in flats and Anti Skid tiles in Toilets
<b>FRAME &amp; DOOR SHUTTERS</b>	Wooden frames with solid flush type door shutters, except toilet, which will be of wood panel shutters / PVC
<b>WINDOWS</b>	Sliding Aluminium Panel with glass
<b>TOILET</b>	Concealed CPVC pipeline, Glazed Tiles upto door frame level, White Porcelain Commode and Basin, Chrome Plated Sanitary Fittings
<b>KITCHEN</b>	Glazed tiles upto 3feet height over Kitchen counter Granite on top of Kitchen counter with one Stainless Steel sink
<b>ELECTRICAL</b>	Concealed copper wiring with sufficient electrical points and modular switches for lights, fans, plugs and power points etc,
<b>WATER SUPPLY</b>	Underground and Overhead reservoir with water supply from KMC
<b>ELEVATOR</b>	One automatic lift in each block
<b>CCTV</b>	Closed Circuit Camera System for whole premises
<b>INTERCOM</b>	Intercom Phone for inter flat connectivity

**SCHEDULE 'E'****SPECIFICATIONS OF COMMON PORTIONS**

DRIVEWAY	Paver Block / Tiles
STAIRWAY/LANDING FLOORING	Tiles / Kota Stone
ROOF	Mosaic Or Tiles
ELEVATORS	Automatic Type
COMMUNITY HALL/GYM	Vitrified Tiles
UNDERGROUND WATER RESERVOIR	RCC Structure
SEWAGE TREATMENT PLANT	Package STP based on aeration principle