

DRAFT AGREEMENT

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE ON THIS THE ....., DAY OF  
.....of 2020

BETWEEN

OMSJ Developers LLP

*Signature*

Partner

OMSJ Developers LLP

*Signature*

Partner

~: B E T W E E N :~

OMSJ Developers LLP  
 Partner

OMSJ Developers LLP  
 Meenakshi Agarwal  
 Partner

1) **SRI NARESH KUMAR AGARWAL,**

2) **SRI MANOJ AGARWAL,** Both sons of Late Motilal Agarwal, Hindu by faith, Indian by Nationality, business by occupation, resident of No. i) Pradhan Nagar, P.O & P.S. Pradhan Nagar, Pin-734003, S.D. & S.R.O. Siliguri in the district of Darjeeling & No. ii) Green view Apartment, P.O. Sevoke Road, P.S. Bhaktinagar, Pin-734006, S.R.O. Rajganj (presently Bhaktinagar) in the district of Jalpaiguri, represented in these presents by their constituted attorneys,

i) **SRI OM PRAKASH AGARWAL,** son of Late Puran Chand Agarwal, resident of Punjabipara, P.O & P.S Siliguri, Dist. Darjeeling,

ii) **SMT. MEENAKSHI AGARWAL,** wife of Sri Sujit Kumar Agarwal, resident of Ashrampara, P.O & P.S Siliguri, Dist. Darjeeling, [Power of Attorney being document no. I – 071102665, dated 16.04.2018, registered at A.D.S.R Bhaktinagar, Dist. Jalpaiguri] - hereinafter collectively called the **VEDNORS/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the **FIRST PART.**

**A N D**

[If the Allottee is a company]

\_\_\_\_\_ (CIN: [●]) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●] (PAN: [●]), represented by its authorized signatory (Aadhar no. [●]) duly authorized vide Board resolution dated [●] (“Allottee”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART.**

[OR]

[If the Allottee is a partnership firm]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●] (PAN: [●]), represented by its authorized Partner [●] (Aadhar No. [●]) duly authorized vide [●] dated [●] (“Allottee”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART.**

[OR]

OMSJ Developers LLP

Agarwal

Partner

OMSJ Developers LLP

Meenakshi Agarwal  
Partner

[If the Allottee is an LLP]

[•] LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having LLPIN: [•], and PAN: [•]) having its registered office at [•], represented by its authorized partner [•] (Aadhaar No. [•] and PAN: [•]), son of [•], authorized vide [•], residing at [•], ("Allottee") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the SECOND PART.

[OR]

[If the Allottee is an individual]

Mr./Ms. [•] (Aadhaar No.: [•]) son / daughter of [•], aged about [•] years, residing at [•] (PAN:[•]), ("Allottee") (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the SECOND PART.

[OR]

[If the Allottee is a HUF]

Mr. [•] (Aadhaar No. [•]) son of [•] aged about [•] years for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at [•] (PAN No.: [•]), ("Allottee") (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the SECOND PART.

(Please insert details of other Allottee(s) in case of more than one Allottee)

A N D

**'OMSJ DEVELOPERS LLP'**, a partnership firm, having principal office at Asmi Kunj, Block-B, Jatin Das Sarani by Lane, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, represented in these presents by its Partners - 1) **SRI OM PRAKASH AGARWAL**, son of Late Puran Chand Agarwal, resident of Punjabipara, P.O & P.S Siliguri, Dist. Darjeeling, 2) **SMT. MEENAKSHI AGARWAL**, wife of Sri Sujit Kumar Agarwal, resident of Ashrampara, P.O & P.S Siliguri, Dist. Darjeeling, West Bengal - hereby known as the **VENDOR/PROMOTER/ DEVELOPER** or the **THIRD PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context its Partners, heirs, successors, executors, administrators, legal representatives and assigns of the **OTHER PART**).

The Promoter, Vendors and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**DEFINATIONS:**

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) "**Regulation**" means the regulation made under The West Bengal Housing Industry Regulation Act, 2017
- d) "**Section**" means the sections of the Act.

**WHEREAS** Sri Naresh Kumar Agarwal, son of Son of Late Motilal Agarwal of Pradhan Nagar, Siliguri became the absolute owner of a piece of land measuring 22 Katha 8 Chhatak or 0.3719 acres, comprised in Plot Nos. 254 & 255, R.S Khatian No. 176/5 (ka), R.S Sheet No. 07, Mouza Dabgram, P.S Bhaktinagar, District Jalpaiguri by virtue of a registered Deed of Sale, being No. I-1301, dated 28/03/2000, registered at the Office of S.R.O Jalpaiguri, recorded in Book No. I, Being No. 1301 for the year of 2000 and Sri Manoj Kumar Agarwal, Late Motilal Agarwal of Pradhan Nagar became the absolute owner of a piece of land measuring 14 Katha 9 Chhatak or 0.2407 acres comprised in Plot Nos. 254 & 255, R.S Khatian No. 176/5 (ka), R.S Sheet No. 07, Mouza Dabgram, P.S Bhaktinagar, District Jalpaiguri by virtue of a registered Deed of Sale, being no. I-1302, dated 28/03/2000, registered at the Office of S.R.O Jalpaiguri, recorded in Book No. I, Being No.1302 for the year 2000.

**AND WHEREAS** being owners in such possession said Sri Naresh Kumar Agarwal gifted a portion of land measuring 10 Katha 2 Chhatak (comprised in part of plot No. 254 measuring 3 Katha 9 Chhatak & Plot No. 255 measuring 6 Katha 9 Chhatak out of his aforesaid total land measuring 22 Katha 8 Chhatak and Sri Manoj Kumar Agarwal gifted a portion of land measuring 2 Katha 3 Chhatak (comprised in part of plot No. 254 measuring 11 Chhatak & Plot No. 255 measuring 1 Katha 8 Chhatak out of his aforesaid total land measuring 14 Katha 9 Chhatak) total adjoining land measuring 12 Katha 05 Chhatak more or less in favour of Sri Shankarlal Agarwal, S/o Late Motilal Agarwal, by a Deed of Gift, registered on 14.08.2013 at the office of Additional District Sub – Registry Office Rajganj, Dist. Jalpaiguri and recorded in Book No. I, Volume No. 22, at pages 5208 to 5220, Being No. 7306 for the year of 2013 and by virtue of aforesaid gift the above named Sri Shankarlal Agarwal acquired all that piece

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Meenakshi

Partner

OMSJ Developers LLP

Meenakshi Agarwal

Partner

or parcel of land measuring 12 Katha 05 Chhatak more or less in his actual, Khas and physical possession of the said land, having permanent, heritable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** the above named owner Sri Shankarlal Agarwal sold out the land measuring 12 Katha 5 Chhatak, recorded in R.S Khatian No. 176 / 5 (ka) correspondence to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 correspondence to L.R Plot No. 261 (land comprised area measuring 4 Katha 4 Chhatak) and R.S Plot No. 255 correspondence to L.R Plot No.261 (land comprised area measuring 8 Katha 1 Chhatak), Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District Jalpaiguri to **OMSJ DEVELOPERS LLP** (the Third Party/Developer herein) vide Sale Deed No.2261 for the year 2018 dated 29/03/2018 registered at the Office of ADSR Bhaktinagar, Dist: Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, pages from 56154 to 56178 and sale deed no. 2411 for the year 2018 dated 05/04/2018 registered at the Office of ADSR Bhaktinagar, Dist: Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, pages from 59185 to 59211, having sole permanent, heritable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever.

**AND WHEREAS** as aforesaid 1) Sri Naresh Kumar Agarwal, 2) Sri Manoj Kumar Agarwal and 3) **OMSJ DEVELOPERS LLP**, a partnership firm, having office at Ashrampara, Siliguri, represented by its partners i) Sri Om Prakash Agarwal and ii) Smt. Meenakshi Agarwal of Siliguri, all of them became the absolute Owners of the total land area measuring 37 Katha 01 Chhatak more or less, recorded in R.S Khatian No. 176/5 (ka) corresponding to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 corresponding to L.R Plot No. 261 and R.S Plot No. 255 corresponding to L.R Plot No. 261, Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District-Jalpaiguri more fully described in the Schedule "A" given hereunder having permanent, heritable and transferable right, title and interest therein.

**The aforesaid** owners have amalgamated their plots and jointly decided to develop the said premises by constructing a multistoried building thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, they have approached the Third Party/Developer herein to develop the said premises by constructing a multistoried building thereon. Therefore the aforesaid owners of the land entered into a registered Development Agreement with the partners of OMSJ DEVELOPERS LLP, being No. I-071102491, registered on 09.04.2018 and a Power of Attorney after Development Agreement, in favour of the Partners of OMSJ DEVELOPERS LLP, Sri Om Prakash Agarwal (son of Late Puran Chand Agarwal) & Smt. Meenakshi Agarwal (wife of Sri Sujit Kumar Agarwal) and the same was

registered in the office of the Additional District Sub- Registrar, Bhaktinagar, being No. I – 071102665, dated 16.04.2018 for the year 2018, to develop the same, more particularly described in the Schedule – A, given hereunder having permanent, heritable and transferable right, title and interest therein.

**WHEREAS** in the meanwhile the Promoter/Developer has already initiated the process of construction work upon the said premises i.e. the below schedule "A" land as per approved building plan being No. 383 dated 23.07.2019 for Parking plus five storied residential building(s) duly sanctioned by Siliguri Municipal Corporation and named the said residential complex as **"VYOM RESIDENCY"**.

**Thus** the said Land is earmarked for the purpose of building a **residential project**, comprising Parking plus 5 (five) floor multistoried apartment buildings and the said project shall be known as **"VYOM RESIDENCY"**.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- A. 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;
- B. The SILIGURI MUNICIPAL CORPORATION has granted the commencement certificate/ Sanctioned building Plan to develop the Project vide Plan No – 383 dated 23.07.2019.
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from SILIGURI 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;
- D. The Promoter has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at ..... on .....under Registration No.....;
- E. The allottee had applied for an flat/apartment in the Project vide application no. .... dated ..... and has been allotted flat/apartment no..... having carpet area of ..... square meter, type ..... on ..... floor in

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Partner

Partner

OMSJ Developers LLP  
Partner  
Heenabali Agrawal

[tower/block/building] no. ....("Building") along with garage/covered/open parking no. .... admeasuring ..... square meter in the ..... [Please insert the location of the garage/covered parking], as permissible under the applicable law and entitlement of corresponding proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**);

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. .... [Please enter any additional disclosures/details];
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered/parking (if applicable) as specified in below **Schedule-B**.

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

**1. TERMS:**

- i. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] more fully described in below **Schedule-B**.
- ii. The Total Price for the [Apartment/Plot] based on the carpet area is Rs..... (Rupees.....only ("Total Price") (Give break up and description) more fully mentioned in the **Schedule 'B-1'**.

OMSJ Developers LLP

Atygnath

Partner

OMSJ Developers LLP

K. Venkatesh Kumar  
Partner**EXPLANATION**

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) and Cess any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of handing over the possession of the apartment 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 to the allottee;
- iii. 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.
- iv. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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.



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Partner

OMSJ Developers LLP

Keesavali A. V. Partner

Provided that if there is any new imposition or increase of any development charges 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.

The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ..... % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, 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 minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/partial 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 Sixty (60) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the 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 meters as agreed in **Schedule 'B-1'** of this Agreement.

**Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:-**

- i. The Allottee shall have exclusive ownership of the [Apartment/Plot];
- ii. The Allottee shall be entitled to 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 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 [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paints, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para-II 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.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 project fails to pay all or any of the outgoing collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any to the authority or person to whom they are

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*[Signature]*

Partner

OMSJ Developers LLP

*[Signature]*  
Partner

payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. ....-/- (Rupees.....only) as 'Booking Amount' being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**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/she/they 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 [Schedule C] through A/c Payee cheque/demand draft/bankers cheque/RTGS/NEFT or online payment (as applicable) in favour of '**OMSJ DEVELOPER LLP**' payable at **SILIGURI**.

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

- i. The Allottee, if resident outside India, shall be solely 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 there under 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.
- ii. 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

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Ajay

Partner

OMSJ Developers LLP

Meenakshi Ajay  
Partner

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/them under any head(s) of dues against lawful outstanding of the allottee/s against the Apartment, if any, in his/her/their name and the Allottee undertake/s not to object/demand/direct the Promoter to adjust his/her/their 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 allottee/s or the competent authority, as the case may be.

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

The Allottee/s has/have 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 [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, 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 [Municipal Authority] and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

- i. **Schedule for the possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee/s and the common areas to the association of allottee/s 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 **March 2022** 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

OMSJ Developers LLP

H. J. J. J.

Partner

OMSJ Developers LLP

Heerabhi J. J.

Partner

Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (Forty Five) days from that date. The promoter shall intimate the allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee/s agree/s that he/ she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- ii. **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/s in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee/s 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/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee/s at the time of conveyance of the same.
- iii. **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/s. In case the Allottee/s fail/s to take possession within the time provided in para,7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in Para-7.2.

**Possession by the Allottee** — After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

OMSJ Developers LLP

*Atyambh*

Partner

OMSJ Developers LLP

*Neeraj Kumar*  
Partner

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottee/s or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

**Cancellation by Allottee** — The Allottee/s shall have the right to cancel/ withdraw his/her/their allotment in the Project as provided in the Act:

Provided that where the allottee/s propose/s 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/s within 45 days of such cancellation.

**Compensation** — The Promoter shall compensate the Allottee/s in case of any loss caused to him/her/them 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 interest and 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/their business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation 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/s within forty- five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby 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;

- (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 any other agreement / arrangement with any person or party with respect to 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 allottee/s or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (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 specifications, amenities and facilities) has been handed over to the allottee/s 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.

OMSJ Developers LLP

*[Signature]*

Partner

OMSJ Developers LLP

*[Signature]*  
Partner

OMSJ Developers LLP

*Signature*

Partner

OMSJ Developers LLP

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

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 there under.

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, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the allottee/s shall prior to receipt of refund on the above account from the Promoter, at his/her/their own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she/they 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/Plot), which shall be paid by the promoter to the allottee/s within forty-five days of it becoming due.

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

- i. In case the Allottee/s fail/s to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee/s shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;





Omsj Developers LLP

*[Signature]*

Partner

Omsj Developers LLP

*Neenabali A. Muneer*  
Partner**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottee/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottee/s and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee/s formed by the Allottee/s for rendering maintenance services.

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

Subject to Para-12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their 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 Plot], or the staircases, 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 good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name- plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee



OMSJ Developers LLP

*Ujjwal*

Partner

OMSJ Developers LLP

*Neeraj Kumar*  
Partner

**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/plot/building, 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 / SUB SEQUENT 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 Allottee 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 LIMITATION TO ENFORCE:**

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 Allottee.

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. SEVERABILITY:**

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 Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

OMSJ Developers LLP

*Signature*

Partner

OMSJ Developers LLP

*Heenabali Partner*

**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 the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**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 the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ..... after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at..... (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at .....

**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:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)

OMSJ DEVELOPERS LLP (Promoter name)  
Ashrampara, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling (Promoter Address)

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/s in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee/s 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 dispute arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act. 1996.

**SCHEDULE -A****(DESCRIPTION OF LAND)**

All that piece or parcel of homestead land measuring in 37 Katha 01 Chhatak more or less, recorded in R.S Khatian No. 176/5 (ka) corresponding to L.R Khatian Nos. 201, 202, 278, comprised in part of R.S Plot No. 254, 255 corresponding to L.R Plot No. 261, Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, A.D.S.R. Office Rajganj (presently Bhaktinagar), Rajpath Road, Dashrath Pally, within ward No. 43 of S.M.C, District-Jalpaiguri.

**The said land is butted and bounded as follows:-**

- In the North : By sold land of Bodhurani Winifred & Others;  
 In the South : By Land of Anil Kumar Agarwal;  
 In the East : By Land of Plot No.373 in R.S. Sheet No. 07;  
 In the West : By 24 Ft' wide S.M.C Road.

**SCHEDULE – “B”  
(FLOOR PLAN OF THE APARTMENT)**

ALL THAT one residential flat (Tiles/Marble floor) measuring more or less about..... (in words) Square meter Carpet area at .....Floor, being Flat No. “.....” of Block-..... of the building named “**VYOM RESIDENCY**” constructed on the land as described in Schedule- “A” herein above together with undivided and impartible proportionate share in the land along with allotment of a covered/open parking space measuring about ..... Sq.Ft. at ground floor being Parking No..... of Block.....

**SCHEDULE – “B-1”  
(PRICE)**

Price for the Apartment	-	Rs...../-
Price of Car Parking Space	-	Rs...../-
Total Price	-	Rs...../- (Rupees.....) only.

**SCHEDULE ‘C’ - PAYMENT PLAN**

That the payment of the consideration amount of the Schedule ‘C’ property shall be as follows:

SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS
1	10%	Application / Booking.
2	20%	Within 15 days from date of Execution of Agreement
3	10%	On commencement of Pilling work.
7	10%	On casting of roof slab.
8	10%	On commencement of brick work of particular floor.
9	10%	On commencement of flooring work of particular floor.
10	20%	On commencement of outside paint.
11	10%	On Possession.

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

**SCHEDULE 'D'**  
**(SPECIFICATIONS, AMENITIES & FACILITIES)**

Foundation Structure	: Reinforced cement concrete on piles & pile caps. : Reinforced cement concrete frame structure and walls of energy efficient AAC blocks / Fly Ash Bricks as per design.
Treatment	: Anti-termite treatment during various stages of construction.
Proofing	: Waterproofing wherever required
Entrance Lobby	: Entrance lobby with premium floor & wall finishes, combination of large vitrified tiles/ granite/ laminates & paint as per design with false ceiling & LED Light fixtures.
Elevation	: Iconic towers meticulously designed. Combination of anti-fungal & textured paint that ensures protection from erosion, weather effects and also reduces cost.
Wall Finish	: Interior: Plaster, putty finish smooth walls. Exterior: Combination of antifungal and textured paint.
Ceiling	: Plaster & Putty Finish.
Flooring & Dado	: Vitrified tiles in Living, Dining area and Bedrooms. Matt Finish ceramic tiles in kitchen floor and balcony Matt Ceramic floor tiles and designer tiles on walls upto 7' height in bathroom. Vitrified tiles in typical floor Lobby
Toilet	: Water efficient sanitary fixtures of reputed make, Top-of-the-line quality fittings of reputed make, Hot and cold water provision. Sanitary pan (Sanyo) and commode white in colour (J.P. Series)
Door	: Main door: One side Teak/Saal finish Flush Door Internal doors: Both side Commercial Flush Doors Balcony door: Aluminium powder coated sliding door with clear glass Locks and hardware fittings of reputed make MS Fabricated railing at Balcony
Window	: Aluminium powder coated windows of good quality with glass panes, provision for installation of exhaust fan at kitchen & toilets.



- Kitchen : Granite counter top Dado of ceramic tiles above platform upto 2 feet height Stainless steel sink,
- Water Supply : 24 - hour treated water supply.
- Electrical : PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power points for necessary gadgets and AC. Fire resistant wires with good quality modular switches, Concealed wiring of reputed brands for electricity, telephone, internet etc. inside the apartment, quality earthing for all electro-mechanical gadgets.

**SCHEDULE 'E'****(COMMON AREAS, AMENITIES & FACILITIES)**

1. Driveway
2. Entrance lobbies
3. Staircases and such other commons areas earmarked for Common use
4. Common toilets in the ground floor or in other area in the building
5. Electrical Meter rooms
6. Overhead Water Tank
7. Underground Water Reservoir
8. Staircase Overhead
9. Electrical installations
10. Septic Tank
11. Distribution pipes all around the complex
12. Drainage & sewage lines
13. Firefighting system
14. Evacuation points and refuge platforms for resident's safety
15. Children play area on the roof
16. Energy efficient LED lightning in common areas

In witness whereof the Parties to these presents have hereunto set and subscribed their respective Signatures and Seals on this Day, Month and Year first above written.

Witness

1.

\_\_\_\_\_  
(Signature of the First Party)

2.

\_\_\_\_\_  
(Signature of the Second Party/s)

OMSJ Developers LLP

*[Handwritten Signature]*

Partner

OMSJ Developers LLP

*[Handwritten Signature]*

Partner

\_\_\_\_\_  
(Signature of the Third Party)

Drafted, read and explained to the Parties by me and printed in my office.

\_\_\_\_\_  
Advocate, Siliguri.  
Enrolment No.