

### AGREEMENT FOR SALE

This Agreement for Sale **(Agreement)** executed on this  
\_\_\_\_\_ day of \_\_\_\_\_ (Month),  
20\_\_\_\_,

#### By and Between

**SURYATORAN ABASAN LLP** (having PAN: ADLFS1231R and LLPIN: AAK - 3223), and **K.C.R.S. DEVELOPERS LLP** (having PAN: AASFK5284R and LLPIN: AAK - 6378) Partnership Firms within the meaning of Limited Liability Partnership Act, 2008, having their registered office at 7A, Bentinck Street, Room No. 405, 4<sup>th</sup> Floor, P.S. Hare Street, P.O. Lalbazar, Kolkata - 700001 represented by its Designated Partners (1) Mr. Kiran Chand Lunawat son of Late P.C. Lunawat, by faith Hindu, by occupation business, having place of business at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 and (2) Mr. Rohan Mitra son of Sri Soumendra Nath Mitra, by faith Hindu, by occupation business, residing at flat 1/A, 3 Lower Rawdon Street, P.S. Shakespeare Sarani, P.O. Shakespeare Sarani, Kolkata - 700 020, respectively (hereinafter referred to as the "**Promoter**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and/or assigns) of the **ONE PART:**

For Suryatoran Abasan LLP  
*K.C. Lunawat*  
Designated Partner

For K.C.R.S. Developers LLP  
*K.C. Lunawat*  
Designated Partner

**AND**

ALLOTTEE NO. 1	NAME : _____
	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, _____
	STATUS : Individual
ALLOTTEE NO. 2	NATIONALITY : Indian
	OCCUPATION : _____
	PAN : _____
	NAME : _____
ALLOTTEE NO. 2	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, _____
	STATUS : _____
	NATIONALITY : _____
ALLOTTEE NO. 2	OCCUPATION : _____
	PAN : _____
	NAME : _____
	DESCRIPTION : _____
ALLOTTEE NO. 2	ADDRESS : _____, Police Station _____, Post Office _____, _____
	STATUS : _____
	NATIONALITY : _____
	OCCUPATION : _____
ALLOTTEE NO. 2	PAN : _____
	NAME : _____
	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, _____

hereinafter referred to as "the **ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include

For Suryatoran Abasan, LLP  
*K.C. Khawat*  
Designated Partner

For K.R.S. Developers LLP  
*K.C. Khawat*  
Designated Partner

his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART:**

#### **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 (W.B. Act XLI of 2017)
- b) "**Rules**" means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "**Regulation**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**Section**" means a section of the Act.

#### **WHEREAS**

- A.** The Promoter hereto is the absolute owner of the said Premises, being No. Premises No. 24/01/B, Station Approach Road, Krishnanagar, Police Station Kotwali, Post Office Krishnanagar, District Nadia, Pin: 741101 admeasuring 12 Cottahs 15 Chittacks 24 Square feet more or less vide sale deed dated 09/10/2017 registered with the Additional District Sub-Registrar at Krishnanagar, Nadia vide volume number 1302-2017, page from 120972 to 121035 being no. 130207213 for the year of 2017 and vide sale deed dated 26/10/2017 registered with the Additional District Sub-Registrar at Krishnanagar, Nadia vide Volume No. 1302-2017, pages from 127766 to 127791, being No. 130207620 for the year of 2017;
- B.** The said land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as "**Suryaneer**" or such name as be decided by the Promoter;
- C.** 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 or have been completed;

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Designated Partner

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- D. The construction of a ground plus six storied Building at the said Premises has been sanctioned by the Krishnanagar Municipality vide approval dated 27<sup>th</sup> September 2018;
- E. The Promoter has obtained the final layout plan, sanction plan, specifications, and approvals for the Project and also for the apartment or building as the case may be from The Krishnanagar Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except the strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_;
- G. The Allottee has applied for an apartment in the project vide application no: \_\_\_\_\_ dated \_\_\_\_\_ and has been Apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square feet type on the \_\_\_\_\_ floor in (Tower/Building/Block) No. \_\_\_\_\_ along with Covered parking no: \_\_\_\_\_ admeasuring \_\_\_\_\_ Square feet in the \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") a 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**);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises and the Building Plans, the designs and specifications prepared by the Promoter's Architect \_\_\_\_\_ and of such other documents as are specified under the Act;
- J. 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;

For Suryatoran Abasan LLP  
*K.C. Kumawat*  
Designated Partner

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*K.C. Kumawat*  
Designated Partner

- K.** 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;
- L.** 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 and the covered parking as per specified in para G;

**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:**

- 1.1 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 as specified in Para G.
- 1.2 The Total Price for the [Apartment] based on the Carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ('TOTAL PRICE') as follows:

Apartment No. _____ Type ____ BHK Floor _____	Rate of Apartment including Servant Room, if any, per square foot of carpet area: Rs. _____/-
Cost of Apartment:	Rs. _____/-
Cost of exclusive balcony or verandah area:	Rs. _____/-
Cost of exclusive open terrace. Only 40% of the total area is considered as	Rs. _____/-

carpet area as the same is chargeable area:	
Cost of car parking space:	Rs. _____/-
<b>Total :</b>	Rs. _____/-

1.2.1. **Extras and Deposits:** The Total Extras and Deposits payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras and Deposits**"):

1. <b>Charges for power connection for the Premises:</b> This amount is payable as Allottee's share of all costs, incidentals, charges and expenses including consultancy charges as be incurred by the Promoter for procuring power connection for the Premises from WBSEDCL including Proportionate share of the Security Deposit payable to WBSEDCL Limited in respect of one or more common meters for the Common	Rs. _____
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Areas and Facilities.	
2. <b>Deposit for Apartment Meter:</b> Security Deposit directly to WBSEDCL Limited as may be demanded by WBSEDCL Limited on account of individual meter for the Apartment.	On Actuals.
4. <b>Power Back-Up charges</b> for providing power back up to common services and .... KWS power to the apartment during power cut/load shedding.	Rs. _____
5. <b>Legal and Documentation Charges</b> directly to the Projects Advocate.	Rs. _____/-  50% to be paid at the time of Agreement and balance 50% at the time of Deed of Conveyance.
6. <b>Maintenance Charges Deposit:</b> This amount	Rs. _____

is payable for 12 months advance maintenance charges. for the Apartment. 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 deems fit and proper.	
7. <b>Sinking Fund</b> - This amount is payable as funds for future repairs, replacement, improvements and developments in the said Project.	Rs...../- per sq. ft.

**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 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 to the Allottee and the project to the association of Allottees or the competent authority, as the case may

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be, after obtaining the Completion Certificate from The Krishnanagar Municipality;

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 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) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and 1.2.1 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, lifts, waterline and plumbing, finishing with paint, tiles, doors, windows, 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.

- 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled

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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.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payment of instalments payable by the allottee by discounting such early payments @ ....% Per Annum for the period by which the respective instalment 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.
- 1.6 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 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.

- 1.7 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 the confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) 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 the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in

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Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**1.8** 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 of interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Area 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, lifts, water line and plumbing, finishing with paint, tiles, doors, windows, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities, and specification 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.

**1.9** 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.



**1.10.** 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 mortgage or other encumbrances and such other liabilities payable to competent authorities, banks, and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

**1.11.** 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 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 the payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule [through A/C Payee Cheque / Demand Draft / Bankers Cheque or Online Payment (as applicable)] in favor of 'Suryatoran Developers' payable at Kolkata.

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

**3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments / modifications / made thereof and all other applicable laws including that of remittance of payment acquisition / sale /

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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 part 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 favor of the Allottee only.

#### **4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under head(s) of dues against lawful outstanding of the Allottee against the Apartment / Plot, 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.

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



The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment / Plot] 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 Krishnanagar Municipality 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 / PLOT:**

**7.1. Schedule for possession of the said apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of the Allottees 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 31<sup>st</sup> 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

  
For Suryatoran Abasan LLP  
Designated Partner

  
For K.C.R.S. Developers LLP  
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**7.2. Procedure for Taking Possession –** The Promoter, upon obtaining the Occupancy Certificate from The Krishnanagar Municipality, 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. [Provided that, in the absence of local law, the conveyance deed in favor of 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, documentations on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / association of Allottees, 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 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 7.2 such Allottee shall continue to be liable to pay 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, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees;

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 Allottees within 30 (Thirty) days after obtaining the Completion Certificate.

**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.

**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 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 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 Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (Forty-five) days of its 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 the possession of the Apartment which shall be paid by the promoter to the allottee within 45 (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 in 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 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 or 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 the Allottees 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 along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of Allottees respectively;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification,

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(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 Premises 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 of regulations made thereunder.

**9.2.** In ease 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 45 (Forty-five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter,

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Designated Partner

For K.C.R.S. Developers LLP  
  
Designated Partner

interest at the rate prescribed in the Rules, for every month of delay till the handing over the Possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

**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 consecutive demands made by the Promoter as per the Payment Plan as 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 continuous for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the allottee about such termination at least 30 (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, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.



#### **11. MAINTENANCE OF THE SAID PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the project.

#### **12. DEFFECT LIABILITY:**

It is agreed that in the case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation 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 the possession, it shall be 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.

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

The Promoter/maintenance agency/association of Allottees shall have rights to 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 Allottees and/or maintenance agency to enter in 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 Service Areas: The service areas, if any, as located within the project, shall be earmarked for services purposes including but not limited to electric sub-station, transformer, DG Set rooms, underground water tanks, Pump rooms, maintenance and service rooms 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 purposes and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

K.C. Khawat  
For Suryatoran Abasan LLP  
Designated Partner

K.C. Khawat  
For K.C.R.S. Developers LLP  
Designated Partner



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

- 15.1 Subject to para 12 above, the Allottee after taking possession shall 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 staircases, lift, 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, sewer, 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.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name plate, neon light, publicity material or advertisement materials etc. on the façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 Allottees 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.
- 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, NOTIFICATION ETC. BY PARTIES:**

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in 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 Building 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 (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972. The Promoter is showing compliance of various laws regulations as applicable in the said West Bengal Apartment Ownership Act 1972.

**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 registering officer at Krishnanagar or at Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registering officer at Krishnanagar or at Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the

  
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Designated Partner

  
For K.C.R.S. Developers LLP  
Designated Partner



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 the 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 LIMITATION TO 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

*K.C. Kimawat*  
For Suryatoran Abasan LLP  
Designated Partner

*K.C. Kimawat*  
For K.C.R.S. Developers LLP  
Designated Partner

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 the 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 the 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:**

Whenever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**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 Krishnanagar or Kolkata as the case may be. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at

K-C. Kurnawati  
For Suryatoran Abasan LLP  
Designated Partner

For K.C.R.S. Developers LLP  
K.C. Kinnawat  
Designated Partner



the concerned registering office of the Krishnanagar or at Kolkata as the case may be.

## 29. NOTICES:

That all the 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 address as specified below:

\_\_\_\_\_ Name of the Allottee

\_\_\_\_\_ Allottee Address

M/S Suryatoran Abasan LLP & K.C.R.S. Developers LLP (Promoters' name)  
7A, Bentinck Street, Room No. 405, 4<sup>th</sup> Floor, Kolkata – 700 001 (Promoters' 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 the 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. JOINTALLOTTEES:

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 be considered 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 prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

## 32. GOVERNING LAW:

For Suryatoran Abasan LLP  
K.C. Kumawat  
Designated Partner

For K.C.R.S. Developers LLP  
K.C. Kumawat  
Designated Partner

### 33. DISPUTE RESOLUTION:

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

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K-C. Kurniawati  
Designated Partner

For K.C.R.S. Developers LLP  
K.C. Kurnawat  
Designated Partner



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (Including joint buyers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
Photograph

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
Photograph

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

WITNESS

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**THE "A" SCHEDULE ABOVE REFERRED TO:**

**(SAID PREMISES)**

For Suryatoran Abasan LLP  
K.C. Kumawat  
Designated Partner

For K.C.R.S/Developers LLP  
K.C. Kumawat  
Designated Partner

**ALL THAT** piece or parcel of land containing an area of 12 Cottahs 15 Chittacks 24 Square feet more or less more or less situate lying at and being Premises No. 24/01/B, Station Approach Road, Krishnanagar, Nadia, Police Station Kotwali, Post Office Krishnanagar, Pin: 741101 , within Ward No.12 of the Krishnanagar Municipality, within the jurisdiction of the Additional District Sub-Registrar at Krishnanagar and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

On the **North** : By Station Dulepara Road;

On the **South** : By Akankha Apartment;

On the **East** : By House of Others;

On the **West** : By Municipal Road.

**Or Howsoever Otherwise** the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

**THE "B" SCHEDULE ABOVE REFERRED TO:**

**(APARTMENT) ALL THAT** the residential flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ side on the \_\_\_\_\_ floor having a carpet area of \_\_\_\_\_ Square feet more or less Together With the exclusive Balcony/Verandah attached thereto having a carpet area of \_\_\_\_\_ Square feet, the exclusive Open Terrace if any attached thereto and if so it having a carpet area of \_\_\_\_\_ Square feet, all aggregating to carpet area of \_\_\_\_\_ Square feet and total built-up area whereof being \_\_\_\_\_ Square feet more or less and total super built-up area whereof being ..... Square feet more or less), in the Building named **SURYANEER** at the said Premises No. 24/01/B, Station Approach Road, Krishnanagar, Nadia, Pin: 741101 and the said

For Suryatoran Abasan LLP  
K.C. Khanna  
Designated Partner

For K.E.S. Developers LLP  
K.C. Khanna  
Designated Partner



Flat, Balcony/Verandah and Open Terrace, if any attached to the Flat being Annexure "B" and the duly bordered thereon in "GREEN".

**TOGETHER WITH** the right to park car(s) in the space having a covered area of ..... sq.ft. at the sanction **Covered / Open Parking Slot** as shown in the plan annexed hereto being Annexure "C" duly bordered therein in "YELLOW".

**THE "C" SCHEDULE ABOVE REFERRED TO:**

**(PAYMENT PLAN OF THE CONSIDERATION FOR APARTMENT)**

The Total Consideration amount of Rs. \_\_\_\_\_, for the Apartment mentioned in clause 1.2 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment. At present, GST rate is 1% and accordingly the same as such is mentioned in this schedule.

For Suryatoran Abasan LLP  
K-C Kimawat  
Designated Partner

For K.C.R.S. Developers LLP  
K-C Kimawat  
Designated Partner

PAYMENT SCHEDULE			
Timeline	Percentage of said Total Consideration	GST @1%	Total
On execution of agreement for sale	10% being Rs.	Rs.	Rs.
On Completion of Foundation Work	10% being Rs.	Rs.	
On completion of 1 <sup>st</sup> floor casting	10% being Rs.	Rs.	
On completion of 2 <sup>nd</sup> Floor casting	10% being Rs.	Rs.	
On completion of 3 <sup>rd</sup> Floor Casting	10% being Rs.	Rs.	
On completion of 4 <sup>th</sup> Floor Casting	10% being Rs.	Rs.	
On completion of 5 <sup>th</sup> Floor Casting	10% being Rs.	Rs.	
On completion of 6 <sup>th</sup> Floor Casting	10% being Rs.	Rs.	
On completion of Brickwork, Plaster & POP of the said Apartment	10% being Rs.		
On notice of Possession	10% being Rs.		



**THE "D" SCHEDULE ABOVE REFERRED TO:**

**(SPECIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT)**

- **Structure:** Earthquake resistant RCC Super Structure
- **Lobby:** Ground Floor Lobby with Marble finish. Floor Lobby will be Vitrified Tiles.
- **External Wall Finish:** Weather Shield paint and / or Texture Coating finish as per design of Architect.
- **Flooring:** Vitrified / Ceramic tiles in Living / Dining Space, Bedrooms, Balcony & kitchen & Toilets.
- **Doors:**  
Main Door: One side veneer pasted flush doors with lock  
Internal Doors: Flush doors with lock.
- **Windows:** Fully glazed aluminum Windows.
- **Electricals:** Concealed copper wiring, switches, provision for AC points, TV Points, and Telephone socket in Living / dining and all bedrooms.
- **Toilets:** Ceramic tiles up to door height. CP fittings of reputed make.
- **Kitchen:** Granite / polished black stone - top platform with stainless steel sink. Ceramic tiles dado up to 2ft. above working platform. Provision for Exhaust and Water purifier points.
- **Lift:** Semi- Automatic Lifts.

**THE "E" SCHEDULE ABOVE REFERRED TO:**

**(SPECIFICATION, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT)**

1. Essentials and facilities:

- a) Driveways.
- b) Lobbies and Staircases of the Building and stair head rooms.

c) Two Semi-Automatic lifts with lifts machine room.

d) Roof

f) Entry and Exit main gates

g) Boundary walls.

2. Water and Plumbing:

a) Underground water reservoirs and Overhead tanks.

b) Water pipelines connecting the underground water reservoir with overhead water tank.

c) Water pipelines from overhead water tank connecting to each flat.

d) Water pump for lifting water

3. Electrical Installations:

a) Wiring and accessories for lighting of Common Areas.

b) Electrical Installations for receiving electricity from WBSEDC Limited.

c) Diesel Generator set for providing power to common services during power failure and/or load shedding.

d) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities.

6. Emergency Evacuation:

In case of fire break out and other emergencies the inmates of the project will be evacuated from the concerned floor to outside the building and from there to the Municipality metallic road.

7. Drains:

a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and



from pits to master trap.

b) Drainage connection from master trap to Municipality drain lines or to the septic tank.

8. Common Toilets.

9. Land contained in the said Premises.

10. Others: Other areas and installations and/or equipment, if any, as are provided in the Building and/or Premises for common-use and enjoyment of the residents.

