

ANNEXURE 'A'
[See rule 9]
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this _____ day of _____, 20_____

By and Between

[If the promoter is a Partnership Firm]

JUPITER REAL ESTATE [PAN No. AARF]151C, a partnership firm incorporated under the provisions of the Partnership Act, having its registered office at Holding Premises No. 9/781, RD-1, S.C.P. Non Company Housing, City Center, Durgapur, Paschim Bardhaman, Pin 713216 represented by its authorized signatory **SIMANTA BHAKTA [PAN : AMXPB3551E]** (Aadhar no. **3150 7720 6572**) authorized *vide* board resolution dated **4th November 2021** hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allottee is a company]

(CIN no. _____) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at

_____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932, (Central Act 9 of 1932) having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____ (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a Hindu undivided family (HUF)]

Mr. _____ (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

WHEREAS:

A. URBAN NEST [PAN-AAGFU66B1H], a partnership firm, incorporated under the Indian Partnership Act, 1932 having its office at 91, Sashi Babu Road, Sahidnagar, Kanchrapara, PS : Bizpur, Dist : North 24 Parganas, WB represented by its authorized signatory **Mr. Mridul Kumar Dey (PAN : AUJPD8935E)** son of Late Kalipada Dey, by faith-Hindu, by Occupation-Business, by Nationality- Indian, residing at 91, Sashi Babu Road, Sahidnagar, Kanchrapara, PS : Bizpur, Dist : North 24 Parganas, WB ("Land Owner") is the absolute and lawful owner of Mouza : Andal, J.L. No. 52, L.R. Plot No. 719, 720, 723/5923, Khatian No. 4009 under the land jurisdiction of West Bengal Industrial Development Corporation (WBIDC), Authority Name : GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal ("**Said Land**") vide Deed of Assignment dated 20th April 2021 registered as documents no. 190303533 deed executed at the office of the Additional Registrar of Assurance, Kolkata. The Owner and the Promoter have entered into a Development Agreement dated 14th September 2021 registered as document no. 190307320 at the office of the Additional Registrar of Assurance, Kolkata

A1) The Government of West Bengal acquired all that piece and parcel of land measuring approximately 1822.59 acres or thereabouts lying and situated at District Paschim Bardhaman, comprised within Mouza Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri, Andal, Arati and Tamla, West Bengal (hereinafter referred to as the "**Leasehold Land**" and more particularly described in **Schedule I** hereunder written)

A2) Pursuant to a joint venture development agreement dated January 2008 read with the first addendum to the said joint venture agreement dated October 26, 2009 and the second addendum to the said joint venture agreement dated September 14, 2013, executed between BALP and the West Bengal Industrial Development Corporation (WBIDC), BAPL has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Leasehold Land for development of an Aerotropolis project therein comprising of inter alia an airport, an industrial zone, an institutional area and a township (hereinafter referred to as the "**Aerotropolis**").

B. The Said Land is earmarked for the purpose of building a residential purpose project, comprising G+7 multistoried apartment buildings and the said project shall be known as "**JUPITER NEST**" ("**Project**");

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.

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 have been completed;

D. West Bengal Industrial Development Corporation Ltd., Kolkata has granted the commencement certificate to develop the Project vide approval dated 12th December 2022 bearing No. WBIDC/BPS/BAPL/01/1790

E. The Promoter has obtained the final layout plan approvals for the Project from West Bengal Industrial Development Corporation Ltd. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under registration No. _____

G. The Allottee had applied for an apartment in the Project, vide Application No. _____ dated _____, and has been allotted Apartment No. _____, having carpet area of _____ square feet, Type _____, on _____ floor, in Tower/Block/Building No. _____, along with Garage/Closed Parking No. _____, admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the 'common area' ("**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**);

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;

For JUPITER REAL ESTATE

Sirjanta Bhushan
Partner

I. _____ [Please enter any additional disclosures/details]

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;

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 garage/closed parking (if applicable) as 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") (Give break up and description):

Block/Building/Tower No.	Rate of Apartment per square feet*
Apartment No.	
Type	
Floor	
Total price (in rupees)	

➤ Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking 1	
Garage/Closed Parking 2	
Total	

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 Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment
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;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as per the payment plan with reference to clause 1.4. 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/Plot includes: (1) *pro rata* share in the Common Areas; and (2) _____garage(s)/closed parking(s) as provided in the Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C' (Payment Plan)**.
- 1.5 The Promoter may allow, at 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 instalment has been proponed. 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 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.
- 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 confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All the monetary adjustments shall be made at the same rate per square feet as agreed in Clause 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 "JUPITER NEST" Apartment as mentioned below :
- (i) The allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee also have undivided proportionate 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 paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities and specifications to the provided within the Project.

1.9 That 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 **according to the concerned Act, Rules, regulations and byelaws in respect thereof.**

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with West Bengal Industrial Development Corporation Ltd. to be filed in accordance with the West Bengal Real Estate Regulatory Authority.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by 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.

1.12 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 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 specified in the Rules.

2. **MODE OF PAYMENT :**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **JUPITER REAL ESTATE** payable at DURGAPUR

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 there under or any statutory amendments/modification) 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 of 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 this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/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-

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT /APARTMENT:

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [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. 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 or notified by the State Government 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/Plot- The Promoter agrees and understands that timely delivery of possession of the Apartment/Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **JUPITER NEST**, 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/Plot, 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 ninety days from the date of termination of allotment. 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.

7.2 Procedure for taking possession- The Promoter, upon obtaining the [occupancy Certificate or such other certificate from the competent authority shall offer in writing the possession of the Apartment **JUPITER NEST**, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/ Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Apartment/Plot- Upon receiving a written intimation from the Promoter as per clause 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/Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable. On failure of allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the plot/apartment shall be extended to the extent of period of delay in paying the defaulted amount.

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 the Allottees or the competent authority, as the case may be, as per the local laws.

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 **ten percent of the total amount of the consideration money, interest and other dues payable** for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety 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 compensation under this section 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 herein; 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 (iii) 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/Plot, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

B. 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;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) there are no litigations pending before any Court of law 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/ Plot 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/Plot and common areas;
- (vi) the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Plot 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/Plot 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/Plot to the Allottee and the common areas to the Association of the Allottees;
- (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; and
- (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 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/Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects and as per the completion /occupancy certificate issued by the competent authority; or
- (ii) discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) stop making further payments to the 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 will be required to make the next payment without any penal 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/plot, along with interest at the rate specified in the Rules within ninety 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, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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 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 specified in the Rules;
- (ii) in case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment/Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment/Plot 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 three months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID APARTMENT of JUPITER NEST-

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY.-

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of *five years* by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-

The Allottee hereby agrees to purchase the Apartment/Plot on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS-

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parkings/covered parking in basement or stilts, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment/Plot 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.

15. USAGE-

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the JUPITER NEST, 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, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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 allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.-

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the 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 colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common 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 allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.-

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

18. 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 has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE -

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Plot/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.

20. THE WEST BENGAL APARTMENT OWNERSHIP ACT, 1972-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1995 (West Bengal Act No. XVI of 1972). The Promoter showing compliance of various laws/regulations as applicable in _____.

21. 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 thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. 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.

23. RIGHT TO AMEND-

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

24. 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 project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Plot, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE-

25.1 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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee

FOR JUPITER REAL ESTATE

Singam B. B. B.
Partner

that exercises 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.

- 25.2 Failure on the part of the Promoter 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.

26. SEVERABILITY-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

27. 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 bears to the total carpet area of all the Apartments in the project.

28. FURTHER ASSURANCES-

Both Parties agree that they shall execute, acknowledge and deliver to other such instruments and take such other actions, in addition 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.

29. PLACE OF EXECUTION-

The execution of this Agreement shall be complete 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. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar.

30. NOTICES-

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)

M/s _____ Promoter name

_____ (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.

31. JOINT ALLOTTEES-

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 be considered to have been properly served on all the Allottees.

32. GOVERNING LAW-

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION.-

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[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 in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix Photograph and sign across the Photograph

Please affix Photograph and sign across the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) **For JUPITER REAL ESTATE**

(Authorized Signatory) *Singh Bhatia*
Partner

Please affix Photograph and sign across the Photograph

WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____ Address _____

SCHEDULE 'A' - Description of the Apartment

Flat No.	-	1A
Block	-	A
Flat Type	-	3 BHK
Carpet Area	-	817 Sq. Ft.
Balcony	-	88 Sq. Ft.
Built Up	-	960 Sq. Ft.
Super Built Area	-	1264 Sq. Ft.
Parking for Four Wheeler	-	135 Sq. Ft. (Specification of Parking)

For JUPITER REAL ESTATE

Singh Bhatia
Partner

ADJUTED AND BOUNDED BY:

- ON THE NORTH** : Vacant Land (Owner Utpal Mondal)
ON THE SOUTH : Pond
ON THE EAST : Village Road (Wide 21 Ft')
ON THE WEST : Airport Main Road (Wide 95 Ft')

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

Floor Plan of the Apartment

Owner Name-

Block No- A

Flat No- 1A

Saleable Area- 1285 SQFT

Carpet Area- 817 SQFT



SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

State of Completion	Payment Terms
At the time of Booking	1,00,000/-
At the time of Agreement - Booking Amount	10%
After completion of foundation and plinth	10%
After completion of 1 st Roof Casting	10%
After completion of 2 nd Roof Casting	10%
After completion of 3 rd Roof Casting	10%
After completion of 4 th Roof Casting	10%
After completion of 5 th Roof Casting	10%
After completion of 6 th Roof Casting	10%
After completion of 6 th Floor Brick Work	10%
After completion of 5 th Floor Brick Work	5%
At the time of possession	5%

- GST or any TAX will be paid extra as per GOVT. rules if applicable.

SCHEDULE 'D'

Specifications, Amenities, Facilities (which are part of the Apartment)

Foundation	: Reinforced cement concrete with Raft Foundation.
Structure	: Reinforced cement concrete frame structure and walls of energy efficient AAC blocks/ Fly Ash/Traditional Bricks as per design.
Elevation	: Iconic towers meticulously designed combination of anti-fungal & textured / acrylic emulsion paint to increase durability and prevent fungi.
Treatment	: Anti-termite soil treatment.

Proofing	: Waterproofing in toilets, kitchen, balcony and roof.
Entrance Lobby	: Commercial ceramic tiles & wall paint as per design with Light fixtures.
Wall Finish	: Interior-Plaster, Putty/POP finishes smooth walls; Exterior-Plaster and combination of antifungal & textured/acrylic emulsion paint.
Ceiling	: Plaster & Putty Finish.
Flooring & Dado	: Vitrified tiles in Living, dining area and Bedrooms; Matt finish ceramic tiles/vitrified tiles in balcony floor; Anti-skid ceramic floor tiles & ceramic tiles on walls upto 7' height (Dado) in bathroom; Heavy duty ceramic tiles/vitrified tiles in kitchen floor.
Toilets	: Sanitary fixtures of reputed make.
Doors	: Main door-Wooden frame with laminated flush door; Internal doors-Wooden frame with Commercial Flush Doors. Toilet-water restricted flush door, Locks & hardware fittings of reputed make.
Windows	: Aluminum powder coated windows of good quality with glass panes, provision for installation exhaust fan at kitchen & toilets.
Kitchen	: Granite countertop. Dado of ceramic tiles above platform upto 2 feet height with stainless steel sink.
Water Supply	: 24 hours round the clock water supply through building water storage distribution network as per design.
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.
Air Condition	: Split air-conditioner provision in all bed rooms.
Elevator	: Automatic lifts of reputed brand.

SCHEDULE 'E'

Specifications Amenities, Facilities (which are part of the project)

- 1) Water
- 2) Electricity
- 3) Fire Fighting Extinguishers
- 4) Renewable Electric Fittings in Common Space Area
- 5) Emergency Evacuation System & Waste VAT
- 6) High speed modern elevator (2 Nos.)
- 7) Stairs (4 Nos.)
- 8) Cover Garage Facility
- 9) Security & CCTV Surveillance
- 10) 24 HRS. DG Set Backup (On Demand)

DEED OF CONVEYANCE

District : **Paschim Bardhaman**
Mouza : **Andal**
Area of Flat : **Sq. Ft. [Carpet]**
135 Sq. Ft. [Parking]
Flat No :
Sale Value :
Market Value :

THIS SALE DEED IS MADE ON THIS THE ___ DAY OF,20

BETWEEN

URBAN NEST [PAN-AAGFU66B1H], a partnership firm, incorporated under the Indian Partnership Act, 1932 having its office at 91, Sashi Babu Road, Sahidnagar, Kanchrapara, PS : Bizpur, Dist : North 24 Parganas, WB represented by its authorized signatory **Mr. Mridul Kumar Dey (PAN : AUJPD8935E)** son of Late Kalipada Dey , by faith-Hindu, by Occupation-Business, by Nationality- Indian, residing at 91, Sashi Babu Road, Sahidnagar, Kanchrapara, PS : Bizpur, Dist : North 24 Parganas, WB, herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

JUPITER REAL ESTATE, PAN No. AARFJ151C, a partnership firm incorporated under the provisions of the Partnership Act, having its registered office at Holding Premises No. 9/781, RD-1, S.C.P. Non Company Housing, City Center, Durgapur, Paschim Bardhaman, Pin 713216 represented by its partner **SIMANTA BHAKTA [PAN : AMXPB3551E]**, son of Basanta Bhakta, by faith-Hindu, by Occupation-Business, by Nationality- Indian, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

AND

(1) _____ [PAN - _____] S/O , D/O, W/O _____, by faith-____, by nationality _____, by Profession _____ (2) _____ [PAN - _____] S/O , D/O, W/O _____, by faith-____, by nationality _____, by Profession _____, both are resident of _____, Post Office: _____, City:-_____, P.S.-_____, District:-_____, West Bengal, India, PIN _____, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

WHEREAS URBAN NEST [PAN-AAGFU66B1H], a partnership firm, incorporated under the Indian Partnership Act, 1932 having its office at 91, Sashi Babu Road, Sahidnagar, Kanchrapara, PS : Bizpur, Dist : North 24 Parganas, WB represented by its authorized signatory **Mr. Mridul Kumar Dey (PAN : AUJPD8935E)** son of Late Kalipada Dey , by faith-Hindu, by Occupation-Business, by Nationality- Indian, residing at 91, Sashi Babu Road, Sahidnagar, Kanchrapara, PS : Bizpur, Dist : North 24 Parganas, WB ("Land Owner") is the absolute and lawful owner of Mouza : Andal, J.L. No. 52, L.R. Plot No. 719, 720, 723/5923, Khatian No. 4009 under the land jurisdiction of Andal Gram Panchayat PS : Andal, Dist : Paschim Bardhaman, West Bengal, India and Authority Name : GCITA (Golden City Industrial Township Authority), Industrial Park : Bengal Aerotropolis

For JUPITER REAL ESTATE

Simanta Bhakta
Partner

Project Limited Township, Sub Division Durgapur, Dist Paschim Bardhaman, West Bengal more fully described in the schedule 'A' below, thereafter owners in view of developing said land sanctioned a building approval vide no. WBIDC/BPS/BAPL/01/1790 dated 12/12/2022 from the appropriate authority **West Bengal Industrial Development Corporation Ltd.**

AND WHEREAS the present landowner owning and possessing of a land measuring about **1857.078 Sq. M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, PS : Andal, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India. The property more fully mentioned and describe in the First Schedule is L.R. recorded property of the present owner, which Deed of Assignment vide deed No. 03533 for the year 2021 of A.R.A.-III Kolkata within the limit of West Bengal Industrial Development Corporation Ltd., which is developed by **Jupiter Real Estate**, by the way of registered deed of Development Agreement vide Deed No. 190307320 for the year 2021 duly registered at office of the A.R.A.-III Kolkata, West Bengal

AND WHEREAS the vendor is urgent need of money and as such the vendor agreed to dispose the schedule mentioned property by way of sale.

AND WHEREAS by virtue of this Sale Deed the **VENDOR** convey, transfer, assign and relinquish all right, title, interest along with necessary benefits, advantages, drains, paths, easement privileges and other interests which at any time had or now have in any manner covering both in law and enquiry free from any encumbrance either factual or implied or latent whatsoever in favour of purchaser for good so that the purchaser shall be able to use, occupy, enjoy the schedule the property and every part thereof quite peacefully, freely and clearly to the exclusion of others and as such vendor shall keep the **PURCHASER** harmless and indemnified from any charges, attachments, executions, encumbrances, if any existed formerly or existing at the date of transfer which are not known to the **PURCHASER**.

AND WHEREAS the **VENDOR** bind himself to execute Deeds, things, at the request and cost of the purchaser to do and execute or cause to be done anything which may effectual necessary for the **PURCHASER** to enjoy the property more fruitful and factually according to the true meaning and intent of this deed of conveyance.

AND THAT SAID PURCHASER shall and may from time to time and all times hereafter peaceable and quite enter upon, have, hold, occupy passes and enjoy the property hereby sold and receive and take the rents, issues and profits thereof and of every part thereof, without any let or hindrance whatsoever from only the said **VENDOR** or by any person, or persons claiming from, under or in trust of there.

The Vendor bind himself to declare that schedule below plot have not been gifted, sold out, transferred or indemnified for any liability or entered into any agreement with any

third party or sub-judic of any court of been notified for any kinds of requisition and vendors sale out the same to purchaser having good marketable title without any kinds of encumbrances.

AND WHEREAS the PURCHASER shall be factually, legally entitled to get their name recorded in the records B.L. & L.R.O. during settlement and to mutate their name into the Rent Roll or Govt. of West Bengal, and will be able to pay any rent, rates and charges without any connection or concerned whatsoever with the VENDOR.

The purchaser shall regularly pay holding taxes, land taxes in respect of their purchased scheduled plots to their free choice.

AND WHEREAS by virtue of this sale deed the Vendor Company does hereby convey, transfer and assigns all right, title, interest along with all necessary benefits, advantages, drains, paths, easements privileges and other interest which at anytime had or now have in any manner covering both in law & equity free from any encumbrances whether factual or implied or latent whatsoever in favour or purchaser company shall be able to use, occupy, enjoy the schedule property and every part thereof quite peacefully, freely, and to the exclusion of others and as such the vendor company jointly and severally shall keep the purchaser company.

AND WHEREAS the vendor company bind themselves singly and jointly to execute deeds, things at the request and cost of the purchaser company to do and execute or cause to be done anything which may effectually necessary for the purchaser company to enjoy the property more fruitfully and factually according to the true meaning and intent of this Deed of Sale.

AND WHEREAS the vendor company further agreed to bind himself that he or his successor shall be liable to pay previous dues or charges or impositions before execution of this Deed if Demanded either by any authority or by third party.

The vendor company bind themselves to declare that schedule below have not been gifted any way, sold out, transferred or indemnified for any liability or created equitable mortgage or entered for agreement to sale with any third party, or being sub-justice of any court or authority or any concern, or been notified for requisition hereinabove and the vendor company sale out the same to the present purchase company having good saleable and marketable title without any encumbrance whatsoever.

WHEREAS 1857.078 Sq.M or 27.75 Katha more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, PS : Andal, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India, is transfer by become owner of the aforementioned land as per law of inheritance and they mutated their name in L.R.R.O.R. and entered into a Development Agreement with **JUPITER REAL ESTATE [PAN No. AARFJ151C]**

For JUPITER REAL ESTATE
Singam Bhadra

AND WHEREAS the plan has been sanctioned and approved by **West Bengal Industrial Development Corporation Ltd.** for the construction of G+7 storied building as per vide No. **WBIDC/BPS/BAPL/01/1790**

AND WHEREAS the purchaser being interested to purchase a flat in the "JUPITER NEST" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of **Rs. (Rupees)** only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT Flat bearing No-____ , on the (____) ____ Floor having Carpet Area of () Square Feet with / without a medium size Car Parking space at "JUPITER NEST" at GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Dist Paschim Bardhaman, WB, India particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed.

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., DURGAPUR during settlement and further that the purchaser shall be at liberty to get the property mutation into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name

For JUPITER REAL ESTATE
Srimanta Bhakta
Particular

from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **WHEREAS 1857.078 Sq.M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, PS : Andal, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India

BUTTED AND BOUNDED BY:

ON THE NORTH	: Vacant Land (Owner Utpal Mondal)
ON THE SOUTH	: Pond
ON THE EAST	: Village Road (Wide 21 Ft')
ON THE WEST	: Airport Main Road (Wide 95 Ft')

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No. on ____ Floor**, measuring (___) **Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in "**JUPITER NEST**" at GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Dist Paschim Bardhaman, WB, India at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the schedule - Three hereunder).

PART-II

(Parking Space)

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur
2. Corridors of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur. (Save inside any unit).

3. Drains & Swears of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur. (Save inside any unit).
4. Exterior walls of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.
5. Electrical wiring and Fittings of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur. (Save inside any unit).
6. Overhead Water Tanks of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.
7. Water Pipes of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.
8. Lift Well, Stair head Room, Lift Machineries of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.
9. Pump and Motor of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.
2. Drains & Sewages of "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur. (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses, and all common areas available for use of the said premises,
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "**JUPITER NEST**" at GCITA, BAPL Township, Durgapur.

FIFTH SCHEDULE
'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
 - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
 - e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
 - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
 - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
 - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;

- k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
- m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and

2. On and From the Date of Possession, the Purchaser/s agrees and covenants:

- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein

and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

Received on or before executing this agreement Rs. _____
(Rupees _____) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

WITNESSES:

SIGNED AND DELIVERED
By the OWNER (S)

For JUPITER REAL ESTATE

SIGNED AND DELIVERED
By the Developer (S)

SIGNED AND DELIVERED
By the PURCHASER (S)

Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction



REAL ESTATE

DECLARATION FOR CARPET AREA

TO WHOM IT MAY CONCERN

ALL THAT piece and parcels of BASTU land measuring an area of **1857.078 Sq. M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, Sub Division : Durgapur, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.,** West Bengal, India. Details of project are given below :-

PROJECT NAME : **JUPITER NEST**
 PROJECT LOCATION : GCITA (Golden City Industrial Township Authority),
 Bengal Aerotropolis Project Limited Township, Sub
 Division Durgapur, Pin : 713363, Dist Paschim
 Bardhaman, West Bengal, India
 DEVELOPED BY : **JUPITER REAL ESTATE**

JUPITER NEST is situated above mentioned land description.

Details of Carpet Area									
Residential Type						Commercial Type			
Sl. No.	Flat No.	BLOCK	Floor	Flat Type	Capet Area (Sq.Mtr)	Sl. No.	Flat No.	Flat Type	Capet Area (Sq.Mtr)
1	1A	I	1	3 BHK	75.90				
2	1B	I	1	3 BHK	68.56				
3	1C	I	1	3 BHK	69.68				
4	1D	I	1	3 BHK	70.88				
5	2A	I	2	3 BHK	75.90				
6	2B	I	2	3 BHK	68.56				
7	2C	I	2	3 BHK	69.68				
8	2D	I	2	3 BHK	70.88				
9	3A	I	3	3 BHK	75.90				
10	3B	I	3	3 BHK	68.56				
11	3C	I	3	3 BHK	69.68				
12	3D	I	3	3 BHK	70.88				
13	4A	I	4	3 BHK	75.90				
14	4B	I	4	3 BHK	68.56				
15	4C	I	4	3 BHK	69.68				
16	4D	I	4	3 BHK	70.88				
17	5A	I	5	3 BHK	75.90				
18	5B	I	5	3 BHK	68.56				
19	5C	I	5	3 BHK	69.68				
20	5D	I	5	3 BHK	70.88				
21	6A	I	6	3 BHK	75.90				
22	6B	I	6	3 BHK	68.56				

For JUPITER REAL ESTATE

Singamita Bhattacharya
Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com



REAL ESTATE

23	6C	I	6	3 BHK	69.68			
24	6D	I	6	3 BHK	70.88			
25	7A	I	7	3 BHK	75.90			
26	7B	I	7	3 BHK	68.56			
27	7C	I	7	3 BHK	69.68			
28	7D	I	7	3 BHK	70.88			
29	1A	II	1	3 BHK	67.08			
30	1B	II	1	2 BHK	57.60			
31	1C	II	1	2 BHK	57.41			
32	1D	II	1	3 BHK	74.51			
33	1E	II	1	2 BHK	58.71			
34	2A	II	2	3 BHK	67.08			
35	2B	II	2	2 BHK	57.60			
36	2C	II	2	2 BHK	57.41			
37	2D	II	2	3 BHK	74.51			
38	2E	II	2	2 BHK	58.71			
39	3A	II	3	3 BHK	67.08			
40	3B	II	3	2 BHK	57.60			
41	3C	II	3	2 BHK	57.41			
42	3D	II	3	3 BHK	74.51			
43	3E	II	3	2 BHK	58.71			
44	4A	II	4	3 BHK	67.08			
45	4B	II	4	2 BHK	57.60			
46	4C	II	4	2 BHK	57.41			
47	4D	II	4	3 BHK	74.51			
48	4E	II	4	2 BHK	58.71			
49	5A	II	5	3 BHK	67.08			
50	5B	II	5	2 BHK	57.60			
51	5C	II	5	2 BHK	57.41			
52	5D	II	5	3 BHK	74.51			
53	5E	II	5	2 BHK	58.71			
54	6A	II	6	3 BHK	67.08			
55	6B	II	6	2 BHK	57.60			
56	6C	II	6	2 BHK	57.41			
57	6D	II	6	3 BHK	74.51			
58	6E	II	6	2 BHK	58.71			
59	7A	II	7	3 BHK	67.08			
60	7B	II	7	2 BHK	57.60			
61	7C	II	7	2 BHK	57.41			
62	7D	II	7	3 BHK	74.51			
63	7E	II	7	2 BHK	58.71			
Total					4,202.37	Total	-	

For JUPITER REAL ESTATE

Sirjank Bhabha
Partner

The Total Carpet Area of residential apartment in our project JUPITER NEST is 4,202.37 sqmt.

JUPITER REAL ESTATE

Signature of the Developer : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

DECLARATION FOR PLAN OF DEVELOPMENT

TO WHOM IT MAY CONCERN

ALL THAT piece and parcels of BASTU land measuring an area of **1857.078 Sq. M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, Sub Division : Durgapur, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India. Details of project are given below :-

PROJECT NAME : **JUPITER NEST**
PROJECT LOCATION : GCITA (Golden City Industrial Township Authority),
Bengal Aerotropolis Project Limited Township, Sub Division
Durgapur, Pin : 713363, Dist Paschim Bardhaman, West
Bengal, India
DEVELOPED BY : **JUPITER REAL ESTATE**

JUPITER NEST is situated above mentioned land description.

The **Plan Development** in our project of **JUPITER NEST** facilities are given below:

- 1) Water
- 2) Electricity
- 3) Fire Fighting Extinguishers
- 4) Renewable Electric Fittings in Common Space Area
- 5) Emergency Evacuation System & Waste VAT
- 6) Lift (2 Nos.)
- 7) Stairs (4 Nos.)
- 8) Cover Garage Facility
- 9) Security & CCTV Surveillance
- 10) 24 HRS. DG Set Backup (On Demand)

Signature of the Developer

For JUPITER REAL ESTATE

Singanta Bhattacharya

Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

DECLARATION FOR NUMBER AND AREA OF PARKINGS TO WHOM IT MAY CONCERN

ALL THAT piece and parcels of BASTU land measuring an area of **1857.078 Sq. M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, Sub Division : Durgapur, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India. Details of project are given below :-

PROJECT NAME : **JUPITER NEST**
PROJECT LOCATION : GCITA (Golden City Industrial Township Authority),
Bengal Aerotropolis Project Limited Township, Sub Division
Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal,
India
DEVELOPED BY : **JUPITER REAL ESTATE**

JUPITER NEST is situated above mentioned land description.

The Area and Number of Garage in our project of JUPITER NEST facilities are given below:

- 1) Total Number of Garage (Cover + Open Garage) (43 + 02) = 45 Nos.
- 2) Total Area of Garage for sale of the project (539.30 + 25.08)
= 564.39 Sq. Mtr.

Signature of the Developer

For JUPITER REAL ESTATE

Siranta Bhakta
Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)
Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

**DECLARATION FOR OPEN PARKING AREAS
TO WHOM IT MAY CONCERN**

ALL THAT piece and parcels of BASTU land measuring an area of **1857.078 Sq. M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, Sub Division : Durgapur, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India. Details of project are given below :-

PROJECT NAME : **JUPITER NEST**
PROJECT LOCATION : GCITA (Golden City Industrial Township Authority),
Bengal Aerotropolis Project Limited Township, Sub Division
Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal,
India
DEVELOPED BY : **JUPITER REAL ESTATE**

JUPITER NEST is situated above mentioned land description.

The number of open garage areas **25.08 sq. mtr. (02 Nos.)** in our project of JUPITER NEST.

Signature of the Developer

For JUPITER REAL ESTATE

Srimanta Bhakta
Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

Date : 18th January 2023

To
Asish Mozumder
RERA Real Estate Agent (Paschim Bardhaman)
Agent ID : R-010293
Registration No. HIRA/A/PAS/2019/000195
Mamra Bazar Main Road, Durgapur - 713206

Sir

We are pleased to appoint to you as a RERA Real Estate Agent (WBRERA) for our organization, regarding project name "JUPITER NEST", project location : GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal, India and our Registered Office : Holding Premises No. 9/781, RD-1, S.C.P. Non-Company Housing, City Center, Durgapur - 713216, Dist : Paschim Bardhaman, West Bengal

Signature of the Developer

For JUPITER REAL ESTATE

Singanta Bhakta
Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

DECLARATION FOR NAME AND ADDRESS OF THE ARCHITECT, STRUCTURAL ENGINEER, CIVIL CONTRACTOR with the development of the current project

TO WHOM IT MAY CONCERN

ALL THAT piece and parcels of BASTU land measuring an area of **1857.078 Sq. M or 27.75 Katha** more or less comprising within appertaining to Mouza Andal , JL No. 52, L.R. Plot Nos. 719, 720, 723/5923, Sub Division : Durgapur, Dist : Paschim Bardhaman under **West Bengal Industrial Development Corporation Ltd.**, West Bengal, India. Details of project are given below :-

PROJECT NAME : **JUPITER NEST**
 PROJECT LOCATION : **GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal, India**
 DEVELOPED BY : **JUPITER REAL ESTATE**

NAME	STATUS	ADDRESS
JUI CHATTERJEE B-ARCH, Registration No. CA/2021/134352	ARCHITECT	4/13, Suhatta Commercial Complex, City Center, Durgapur 713216. 9434649399
SUSMITA CHOUDHARY ME CONSTRUCTION - JU, ESIE-1/RJPSON/130 ESE-II/KMC/664, STER/NKDA/21/00010 CVER/NKDA/10/00175	STRUCTURAL ENGINEER	KOLKATA 8697517321
RUPAK KUMAR BANERJEE B.C.E., M.E., MIGS, M.I.E., Chartered Engineer G.T./I/3 (K.M.C.)	GEOTECHNICAL ENGINEER	KOLKATA
DR. DIPANKAR CHAKRAVORTY B.E. (JU), MTECH (IIT KGP), PHD IIT(KGP)	STRUCTURAL REVIEWER'S	KOLKATA 9433993143
SUMAN ENGINEERING Partner : SIMANTA BHAKTA	CIVIL CONTRACTORS	Gopalmath, Durgapur-713217, Paschim Bardhamana, West Bengal 9732084494

Signature of the Developers

For JUPITER REAL ESTATE

JUPITER REAL ESTATE

Simanta Bhakta

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

DECLARATION FOR NON FUND RECEIPT

TO WHOM IT MAY CONCERN

This is to certify that we have not collected any booking amount from any allottees neither done any sale agreement or any advertisement for the proposed Ground + 7 (SEVEN) storied apartment project "JUPITER NEST" project location GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal, India, WB developed by JUPITER REAL ESTATE

So, we declare that above mentioned information are true.

Thanking you,

With regards-

For JUPITER REAL ESTATE

For JUPITER REAL ESTATE

Srimanta Bhakta
Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)

Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

TO WHOM IT MAY CONCERN

This is to certify that we have no develop or construction of Residential cum Commercial Project for the proposed Ground + 7 (SEVEN) storied apartment project "JUPITER NEST" project location: GCITA (Golden City Industrial Township Authority), Bengal Aerotropolis Project Limited Township, Sub Division Durgapur, Pin : 713363, Dist Paschim Bardhaman, West Bengal, India developed by JUPITER REAL ESTATE. We also declare that we have no any Past Project in same organization.

So, we declare that above mentioned information are true.

Thanking you,
With regards-
For JUPITER REAL ESTATE

For JUPITER REAL ESTATE

Simanta Bhakta
Partner

JUPITER REAL ESTATE

Registered Office : DC 1/17, Suniti Chatterjee Path, City Centre,
Durgapur-16, Paschim Bardhaman (W.B.)
Contact No. : 9002009484, 9933304572 ♦ E-mail : jupiternest2021@gmail.com

CHATTERJEE CONSULTANCY

ADDRESS 4/13, SUHATTA MALL
CITY CENTER, DURGAPUR 713216

MOBILE 9434649399

e-mail chatterjee0jui@gmail.com

chatterjeeconsultancy2014@gmail.com

CONSULTING ARCHITECT
DESIGNER, ESTIMATOR

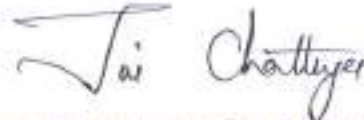
Ref no: RR/VD/DV/24-11-21

Dated :- 17-01-2023

To Whom It May Concern

Certify that the project by name 'JUPITER NEST', Tower-II An Eight (G+7) storied building developed by Jupiter Real Estate, in Mouza : Andal, PS : Andal, JL No. 52, LR Khatian No:- 4009, L.R. PLOT NO- 719, 720, 723 / 5923 under Andal Block, Dist : Paschim Bardhaman.

The site condition is Earth Cutting is complete, as of date 11.01.23.



AR. JUI CHATTERJEE, B-ARCH
Registration No : CA/2021/134352
Ph : 9434649399, 7585893411
4/13, Suhatta Commercial Complex,
City Centre, Durgapur - 713216



K. K. GHOSH & ASSOCIATES

Kalyan Kumar Ghosh (F.C.A)

Chartered Accountant

TO WHOM IT MAY CONCERN

I have examined the books of accounts and other relevant documents of M/s. Jupiter Real Estate having its registered office at DC 1/17, Suniti Chatterjee Path, City Centre, Durgapur-713216 and certify that the residential project named Jupiter Nest Is being developed by the above mentioned company at Mouza Andal JL No.52 ,Andal Gram Panchayet, LR Plot No.719, 720, 723/5923 Khatian No.4009 ,PS Andal Dist : Paschim Bardhaman, Pin 713321 Reference approval copy number WBIDC/BPS/BAPL/01/1790 Dated.12.12.2022

I hereby certify that the above mentioned company has not collected any amount or fund from any including purchaser of flats or from any other sources against the sale or booking of flats in the project,

I further certify that an amount of Rs. 8,25,000/- has been invested in the above mentioned project till date out of the own sources of the above mentioned company for compliance, approvals and permission of the project.

In my opinion and according to the information and explanation given to me, the above-mentioned information is true and correct to the best of my knowledge and belief.

Place: - Durgapur

Date: - 05.01.2023

K.K. GHOSH & ASSOCIATES


Kalyan Kumar Ghosh
Proprietor (M.No.-052411)



UDIN: - 23052411BGWCJF8243