

DEED OF SALE AGREEMENT

THIS DEED OF SALE AGREEMENT is made on this the **1ST** day of **MARCH**
in the year Two Thousand Twenty Four (**2024**);

BETWEEN

JPK ENCLAVE PVT. LTD

Director

M/S. JPK ENCLAVE PVT. LTD. (CIN NO. U45200WB2006PTC111252) (PAN AABCJ7421N) (Mobile No. 7003064058), having its registered office at 19, Cotton Street, Post Office and Police Station Burrabazar, Kolkata 700007, represented by its authorized signatory **SRI ARUN KUMAR KEDIA** (PAN AFVPK4354H) (AADHAAR NO. 9747-8742-1605) (Mobile No. 9831015946), by faith – Hindu, by Nationality – Indian, by occupation Business, residing at BF-188, Sector – I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar, Kolkata 700 064, authorized vide Board Resolution dated 27.04.2018, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time begin of the said firm the survivor or survivors of them and his successors-in-office, representatives and assigns) of the **ONE PART**

AND

1) GUNJA SIKDER, (PAN NO FRKPS5155J) (AADHAAR NO-7042 5647 8517) (MOBILE NO - 8345928655) , D/O Late Shekhar Sikder, aged about **33** years, occupation –Service, residing at 66, R.C.Road, Barddhaman, Barddhaman(M), Burdwan, WB-713101. , Post Office- Head Post Office Burdwan, and Police Station – Burdwan Sadar police Station, and **Office address**-The Newtown School Kolkata, Plot: DD257, Action area I, Newtown, Kolkata-700156. **2) GEETASREE SIKDER (PAN NO-CSPPS5754J) (AADHAAR NO-5065 9278 4204) (MOBILE NO-8345928655)** D/O- Jyotsnapada Moitra, both by faith – Hindu, by Nationality – Indian, by **present address**- Siddha Town Apple 303, Narayanpur, Rajarhat, P.O. & P.S. – Rajarhat, Kolkata-700136.

hereinafter after called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) 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 (West Bengal Act XLI of 2017);
- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**Section**" means a section of the Act.

WHEREAS:

A. Sakuntala Jaiswal @ Sakuntala Debi Jaiswal and Sarada Bhagat @ Sarada Rani Bhakat (Owners) are the absolute and lawful owners of 4 (Four) Cottahs be the same a little more or less, comprised in C.S. Dag Nos. 3892 and 3894, R S/L R Dag Nos. 2909 and 2911, C.S. Khatian No. 361, R S Khatian No. 491 and 3186, L R Khatian Nos. 10347 and 10349, lying and situated at Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Hal Touzi No. 10, Pargana Kalikata, P.S. Airport, ADSR Bidhan Nagar, formerly within the limits of Rajarhat Gopalpur Municipality, within Ward No. 4 (presently -5) of Bidhannagar Municipal Corporation [Post Office R. Gopalpur, Kolkata - 700136], in the District of North 24 Parganas, vide Deed of Partition being Registered Deed of Partition, bearing Deed No. 1637 of 2009 dated 20.02.2009, recorded in Book No. 1, C D Volume No. 2, Pages 10644 to 10684 of ADSR Bidhan Nagar.

B. The owner and the Promoter have entered into a (collaboration Development/Joint Development) Agreement dated 29.07.2017 registered at the Office of Additional Registrar of Assurance ARA-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2017, Pages 137404 to 137457, Being No. 190403596 for the year 2017.

AND WHEREAS a registered Deed of Partition executed among (1) Gopal Prasad Jaiswal, son of Durga Prasad Shaw as First Part, (2) Nand Lal Jaiswasl, son of Durga Prasad Shaw as Second Part, (3) Shakuntala Jaiswal, daughter of Durga Prasad Shaw as Third Part, (4) Sarda Bhagat, daughter of Durga Prasad Shaw as Fourth Part, (5) Anand Lai Jaiswal, son of Durga Prasad Shaw as Fifth Part, (6) Umesh Chand Jaiswal @ Umesh Kumar Jaiswas @ Umesh Chandra Jaiswal, son of Durga Prasad Shaw as Sixth Part, (7) Durga Prasad Shaw, son of Late Suraj Ball Ram Shaw as Seventh Part, (8) Malti Devi Jaiswal @ Malti Jaiswal, daughter of Durga Prasad Shaw as Eighth Part and (9) Mala Shaw, daughter of Durga Prasad Shaw as Ninth Part. The said Deed of Partition was registered on 20.02.2009, registered in the office of the ADSR Bidhannagar, Salt Lake City, and recorded in Book No. 1, C D Volume No. 2, Pages 10644 to 10684, as Being No. 1637 of 2009.

In accordance with the aforesaid Registered Deed of Partition, bearing Deed No. 1637 of 2009 dated 20.02.2009, recorded in Book No. 1, C D Volume No. 2, Pages 10644 to 10684 of ADSR Bidhan Nagar, the said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal & (2) Sarda Bhagat @ Sarada Rani Bhakat, got their ownership, as described herein below :-

A) SAKUNTALA JAISWAL @ SAKUNTALA DEBI JAISWAL :
PLOT - F

C.S. Dag No.	R.S. / L.R. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Absolute Ownership K = CH = SFT		
3892	2909	361	491, 3186	01	- 13	- 00
3894	2911	361	491, 3186	00	-03	-00
				02	- 00	-00

In total land measuring 2 (Two) Cottahs more or less being Plot No. F, comprised in C S Dag Nos. 3892 & 3894, R S /L R Dag Nos. 2909 & 2911, under C S Khatian No. 361, R S Khatian Nos. 491, 3186, Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 8s 125B/1, Pargana Kalikata, P S Airport, in the District of North 24 Parganas along with other lands.

B) SARDA BHAGAT @ SARADA RANI BHAKAT:

C.S. Dag No.	R.S. / L.R. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Absolute Ownership K = CH = SFT
3892	2909	361	491, 3186	01 - 13 - 00
3894	2911	361	491, 3186	00 - 03 - 00
				02 - 00 - 00

PLOT - G

In total land measuring 2 (Two) Cottahs more or less being Plot No. F, comprised in C S Dag Nos. 3892 & 3894, R S/L R Dag Nos. 2909 & 2911, under C S Khatian No. 361, R S Khatian Nos. 491, 3186, Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Pargana Kalikata, P S Airport, in the District of North 24 Parganas alongwith other lands.

L R Records : In L R Settlement, the name of the said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal & (2) Sarda Bhagat @ Sarada Rani Bhakat, recorded their names in respect of their aforesaid properties, as follows :

Name	L R Khatian No.
Sakuntala Jaiswal @ Sakuntala Debi Jaiswal	10349
Sarda Bhagat @ Sarada Rani Bhakat	10347

Amalgamation : The said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal & (2) Sarda Bhagat @ Sarada Rani Bhakat, Landowners herein, amalgamated their respective plot of land into one single plot in total land measuring 4 (Four) Cottahs more or less in R S/L R Dag Nos. 2909 & 2911 in Mouza Gopalpur and morefully described in the First Schedule hereunder written.

Desire of Development of the Land & Acceptance : The said (1) Sakuntala Jaiswal @ Sakuntala Debi Jaiswal and (2) Sarda Bhagat @ Sarada Rani Bhakat, the Landowners herein, jointly express their desire to develop their aforesaid joint land measuring 4 (Four) Cottahs more or less, by constructing a multi storied building

thereon, and the Developer M/s. JPK Enclave Pvt. Ltd. have accepted the said proposal and the Landowners have decided to enter into the present Development Agreement with the Developer herein for their said plot of land which was registered before Registrar of Assurance in favour of Mr. Arun Kumar Kedia, son of Late Jagadish Prasad Kedia being Additional Registrar of Assurance office of the ARA-III, Kolkata and recorded in Book No. IV, Volume No. 1903-2017, Pages from 53575 to 53600 being No. 190302098 for the year 2017.

AND WHEREAS the Vendors herein entered into a registered Development Agreement on 29.07.2017 with the Landowner herein, registered at the Office of Additional Registrar of Assurance ARA-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2017, Pages 137404 to 137457, Being No. 190403596 for the year 2017 for constructing a multi storied building over the said plot of land on the terms and conditions mentioned therein. The said owners also executed a registered Development Power of Attorney being No. 190302098 for the year 2017 of Additional Registrar of Assurance office of the ARA-III, Kolkata appointed the said Developer Company to do the various acts, deeds and things and also to sell the Developer's allocated portion.

AND WHEREAS the Developer obtained a sanction building plan from the Rajarhat-Gopalpur Municipality Vide Plan No. **BMC/BPN/RG/656/61/20-21** in the name of the Owners and started construction over the said plot of land as per sanction building plan.

AND WHEREAS the Vendors herein duly mutated and recorded their names in the records of Rajarhat-Gopalpur Municipality being known as Holding No. 2909/2911 presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 4,(Now -5) (Jagardanga-Gopalpur), P.O.R. – Gopalpur, Kolkata – 700 136 and paying taxes thereon.

The name of the building shall be **“SWATI ABHA”** .

AND WHEREAS the Owners herein are desirous of developing the said property and started construction a multistoried building thereon in the name of the Owners according with the building plan in accordance with the building plan being sanctioned by the Rajarhat - Gopalpur Municipality being Sanctioned Plan No. **BMC/BPN/RG/656/61/20-21** .

AND WHEREAS the present Owners Sakuntala Jaiswal @ Sakuntala Debi Jaiswal and Sarada Bhagat @ Sarada Rani Bhakat the aforesaid property by way of Registered Deed of Partition bearing Deed No. 1637 of 2009 dated 20.02.2009, recorded in Book No. 1, CD Volume No. 2, Pages 10644 to 10684 of ADSR Bidhan Nagar.

AND WHEREAS the owners Sakuntala Jaiswal @ Sakuntala Debi Jaiswal and Sarada Bhagat @ Sarada Rani Bhakat became the absolute owner seized and possessed of the Sali land measuring 4 (Four) Cottahs be the same a little more or less, comprised in C.S. Dag Nos. 3892 and 3894, R S/L R Dag Nos. 2909 and 2911, C.S. Khatian No. 361, R S Khatian No. 491 and 3186, L R Khatian Nos. 10347 and 10349, lying and situated at Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Hal Touzi No. 10, Pargana Kalikata, P S Airport, ADSR Bidhan Nagar, formerly within the limits of Rajarhat Gopalpur Municipality, presently within Ward No. 4 (Now 5) of Bidhannagar Municipal Corporation [Post Office R. Gopalpur, Kolkata - 700136], in the District of North 24 Parganas, West Bengal. And the owner namely M Sakuntala Jaiswal @ Sakuntala Debi Jaiswal and Sarada Bhagat @ Sarada Rani Bhakat recorded their name in L.R. Settlement Operation being C.S. Dag Nos. 3892 and 3894, R S/L R Dag Nos. 2909 and 2911, C.S. Khatian No. 361, R S Khatian No. 491 and 3186, L R Khatian Nos. 10347 and 10349 for .44 Decimals Sali land and obtained attested Parcha there from.

The present owner applied for conversion of status of land from Sali to Bastu to the Land and Land Reform Department vide Application No. **Nil** Dated 23.09.2020.

I. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulation, notification etc., applicable to the project

J. The parties relying on the confirmations representations and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon and between the parties, the promoter hereby agrees to sell and the Allottee hereby agreed to purchase the Flat No - **3A** on **3rd** Floor as specified in Para G

NOW THEREFORE in consideration of the mutual representations covenants assurances promises and agreement 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 purchaser the Apartment /plot as specified in para - G

1.2 The total price for the Flat based on the carpet area is Rs.31,09,800/- (Rupees Thirty One lakh Nine Thousand Eight Hundred) only.

1.3 (Total Price) (Give break up and description)

Block/Building/Tower No. C Apartment No.3A Type Residential Floor 3 rd	Rate of Apartment per Square Feet 4690.50
Garage/Covered parking	No
Other Charges	
Taxes (G.S.T.) or other taxes	
Total Price of the apartment/ flat	31,09,800/-

Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable [AND] [if/as applicable]

Garage/Covered parking – 1	NA
Garage Covered parking-2	NA
Total price of garage/covered parking	NA
Other Charges (if Applicable)	NA
Generator Charges	NA
Maintenance Deposit for one year Rs. _____ per sq.ft.	NA
Total price of other charges	NA

EXPLANATION :

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(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/plot to the allottee and the project to the association of allottees or the competent authority, as tire case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change I modification;

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Flat 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 II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

1.4 The Total price is escalation free save and except increase 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 impose 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 impose b 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 Alotteee which shall only be applicable on subsequent payment.

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

1.5 The Allottee (S) shall make the payment as per the payment plan set out in schedule C (payment plan)

1.6 The promoter may allow in its sole discretion a rebate for early payment of instalment payable by the Allottee by discounting such early payment @__Nil__%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 subject to any revision /withdrawal once granted to an Allottee by the promoter.

1.7 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 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 alteration as may be required by the Allottee in his own cost or such minor changes or alterations as per the provision of the Act.

1.8 Applicable in case of an apartment the promoter shall confirm to the final carpet area that has been allotted to 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 which is not more than three percent of the carpet area of the apartment allotted to Allottee the promoter may demand that from the Allottee as per the next milestone of the payment plan as provide in schedule "C".

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

1.10 Subject to para 9.3 the promoter agrees and acknowledges the Allottee shall have the right to the [Apartment /plot] as mention below

i. The Allottee shall have exclusive ownership of the Flat No **3A** on **3rd** Floor. The Allottee shall undivided proportionate share in the common Areas .Since the share interest of Allottee in the common Areas is undivided and cannot he divided or separated the Allottee shall use the common Areas along with other occupant 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.

ii. That the computation of the price of the Apartment /plot 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 titles doors windows free detection and fire fighting equipment in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities amenities and specifications to be provided within the [Apartment/plot] and the project

iii. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot as the case may be

1.11 It is made clear by the promoter and the Allottee agrees that the Apartment /plot along with garage /covered parking shall be treated as a single indivisible unit for all purpose .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 facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

1.12 The promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee which it has collected from the Allottees for the payment of outgoing (including land cost ground rent municipal or other local taxes charges for water or electricity maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities banks and financial institutions which are related to the project. If the promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability mortgage loan and interest thereon before transferring the apartment to the Allottee the promoter agrees to be liable even after the transfer of the property to pay such outgoing and penal charges if any to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken there for by such authority or person.

1.13 The Allottee has paid a sum of **Rs.1,00,000/- (Rupees One Lakh)** only as booking amount begin part payment towards the total price of the Flat 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 Flat No **-3A** on **3rd** Floor as prescribed in the payment plan [schedule] as may be demanded by the promoter within time and in the manner specified therein provided that if the allottee delays in payment towards any amount which is payable he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones the Allottee shall make all payments on written demand by the promoter within the stipulated time as mentioned in the payment plan through A/C payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of JPK ENCLAVE PVT LTD 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; 1980 Reserve Bank of India Act. 1934 and the Rules and Regulations made thereunder 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 fulfil its obligation under this Agreement Any refund transfer of security if provide in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchanges 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 understand 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 responsibilities in regard to matters specified in para 8.1 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 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 this party making 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 appointee all payment made by him/her/under any heads 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. **TIMES IS ESSENCE :**

The promoter shall abide by the schedule for completing the project as disclose at the time of registration of the project with the Authority and towards handing over the [Apartment /plot] 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 specification amenities and facilities of the [Apartment plot] and accepted the floor plan payment plan and the specification 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 specification amenities and facilities subject to the terms in this Agreement the promoter undertakes to strictly abide by such plans approved by the competent Authorities d shall also strictly abide by the bye laws FAR and density

norms and provisions prescribed by the Bidhannagar Municipal Corporation and shall not have an option to make any variation /alteration/ modification in such plans other than in the manner provided under the Act, and breach of this terms 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] to the allottee and the common areas to the association of allottees or the competent authority as the case may be is the essence of the Agreement The promoter assures to hand over possession of the [Apartment/plot along with ready and complete common areas with all specification amenities and facilities of the project in place on before 31st day of December 2024 unless there is delay or failure due to war, flood, drought fire cyclone earthquake or any other calamity cause by nature affection 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 completion of the Allottee agrees that the promoter shall be entitle to the extension of the 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 Condition, 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 45days from the date. The promoter shall intimate the allottee about such termination at least 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.

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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 favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation 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' plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/ Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment /Plot] 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 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 (AIN SWS-OBPAS/2109/2023/0802/OCU), and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the xerox copy of necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

[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 or the competent authority, as the case may be, within 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 looking 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/ Plot] (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/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

8. **REPRESENTATIONS & 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 or Authority with respect to the said Land, Project or the [Apartment /Plot];

(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 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 Project.

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) Those amenities we provided shall be used by all flat owners and their rented persons if any.

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 in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In 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 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, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee 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 annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond One consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour 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 thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT :**

The Promoter, on receipt of Total Price of the [Apartment /Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] 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 favour 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 favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

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

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, 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 ENTRE THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of 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.

14. **USAGE :**

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

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

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment Plot] 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 Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions lo the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances

thereto or belonging thereto, in good and tenantable repair and maintain the same in a lit 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 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 (herein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] 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/ Plot].

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions

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

The Parties are entering into this Agreement for the allotment of a [Apartment / Plot] 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 put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have 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 [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/Plot/Building].

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **SWATI ABHA, FLAT OWNERS ASSOCIATION**. The Promoter showing compliance of various laws, regulations as applicable.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) 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 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 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the .said apartment' plot /building, as the case may be.

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOITEE/ SUBSEQUENT ALLOTTEES :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein add the obligations arising hereunder in respect of the [Apartment Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the Apartment/Plot] 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 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 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.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bidhannagar .Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES :**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

1) GUNJA SIKDER 2) GEETASREE SIKDER name of Allottee of residing at 66, R.C.Road, Barddhaman, Barddhaman(M), Burdwan, WB-713101, Present address Siddha town Apple 303, Narayanpur, Rajarhat Kolkata-700136.

(Allottee Address)

M/S. JPK ENCLAVE PVT. LTD. Promoter Name of 19, Cotton Street, Kolkata – 700 007 **(Promoter Address)**

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees

31. **SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder

32. **COVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece or parcel of demarcated plot of Sali land measuring 4 (Four) Cottahs be the same a little more or less, comprised in C.S. Dag Nos. 3892 and 3894, R S/L R Dag Nos. 2909 and 2911, C.S. Khatian No. 361, R S Khatian No. 491 and 3186, L R Khatian Nos. 10347 and 10349, lying and situated at Mouza Gopalpur, J L No. 2, R S No. 140, Touzi No. 2998 & 125B/1, Hal Touzi No. 10, Pargana Kalikata, P S Airport, ADSR Bidhan Nagar, formerly within the limits of Rajarhat Gopalpur Municipality, presently within Ward No. 4 (Now 5) of Bidhannagar Municipal Corporation [Post Office R. Gopalpur, Kolkata - 700136], in the District of North 24 Parganas, West Bengal demarcated in on plan attached herewith, which is butted and bounded as follows

ON THE NORTH : By Dag No 2909 & 2911
 ON THE SOUTH : By Star Green
 ON THE EAST : By Nirmal Ghosh
 ON THE WEST : By 16' 6" Jagardanga

Together with all easement rights and all other rights appurtenances and inheritances for access and user of the said property and also with the benefit of the sanction plan.

THE SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT one self contained **Flat No-3A** Flat on the **3rd Floor** measuring about **663** Square Feet super built up area more or less (Carpet area **464** sft & Build up area **530** Sft) which is measured consisting of 2(Two) bed rooms, Open kitchen/dinning-Living space, 2(Two)toilets and 1 (one) balcony including Holding No.2909 & 2911 presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 4(Now-5), (Jagardanga-Gopalpur), P.O.R. – Gopalpur, Kolkata – 700 136 along with proportionate undivided share of land underneath and all common areas, facilities, amenities and easement rights.

ON THE NORTH : By Open to Sky
 ON THE SOUTH : By Open to Sky
 ON THE EAST : By Open to Sky
 ON THE WEST : By Lift & Stair case

THE SCHEDULE "C" ABOVE REFERRED TO :

MODE OF PAYMENT

At the time of Execution of this Agreement a sum of **Rs.-1,00,000/- (Rupees One lakh)** only

Balance a sum of **Rs.-30,09,800/- (Rupees Thirty Lakh Nine Thousand Eight Hundred)** only to be paid at the time of registration of Conveyance or handover possession which is earlier.

THE SCHEDULE "D" ABOVE REFERRED TO :

(Specification Amenities, Facilities which is part of the project)

1. The foundation footing, columns, girder, beams supports, exterior walls of the complex beyond the unit side of the interior load bearing walls within the said complex.
2. Stairways, staircase, stair landings, passage and exterior doors within the said building which are parts of the flat
3. Water pump motor with installation.
4. Deep tube well water pump, overhead tanks, water pipes and other common plumbing installations and space required thereto.
5. Electrical wiring, motor and fittings fixture for lighting the stair case lobby and other common parts (excluding those as are installed for any particular flat/unit) and space required thereto, but including the right of roof and / or terrace of the building
6. Drains and sewers from the premises to the Municipal duct.
7. Water sewerage and drainage evacuation pipes from the flat to the drains, rain water pipe and sewers common to the premises.

8. Parking space for two wheelers.(Charges as applicable)
9. R.C.C foundation and frame structure G+5 storied building
10. Lift facility shall be provided
11. Brick wall in all external walls 8" thick and all inside partition walls are 5" and 3" inches thick with cement mortar
12. Bed rooms, verandah/ Balcony Living/ Dining Floors finished with good quality vitrified tiles, ceramic tiles.
13. Internal Walls and ceilings to be finished with wall putty.
14. External wall will be finished
15. Door frames shall be good quality sal wood, main entrance door and all other doors will be commercial ply flush door. On the main door and floor lock shall be provided. All wooden surfaces shall be painted with one coat of primer only.
16. Standard sliding Aluminum window with glass panels including Box Steel Grill.
17. Kitchen platform with green marble or granites & wall at platform will be 2' f t height decorated tiles. Floor will be finished with glazed tiles or marbles.
18. Toilet will have good quality tiles provided in the floors and all sides of walls upto 6' ft height and door with wooden flush doors. European type W.C will be provided and Anglo Indian type WC can be provided if asked for
19. All external soil, vent and wastewater and rain water pipes of PVC

20. All electrical line will be concealed with copper wire, all rooms will be provided with adequate number of light points, fan points and plug points and point for AC would be provided. Kitchens would provided with exhaust fan point and geyser points would be provided in Bathrooms along with required light and power points, T.V points Fridge points with two plug points would be provided in dining cum living room, Telephone , internet and intercom points will be provided in living rooms and rooms.

21. One underground and one overhead water reservoir will be provided with adequate capacity pump would be provided.

22. Any extra work, addition or alteration in the flats other than our standard specification shall be done subject to the approval of the consulting engineer The requisite extra cost shall be borne by the Purchaser and such cost shall be deposited to the developer before the execution of work

23. All charges as per the quotation of the W.B.S.E.B regarding installation of meter (common and individual) and cost installation of transformer as per quotation of W.B.S.E.B shall be borne by the Purchaser. All balcony railing and windows grill as per our Architects design.

N.B the layout and specification given above are tentative and subject to minor a liberation and modification on account of technical reasons without any reference

IN WITNESS WHEREOF the Vendor and the Purchasers having understood the contents hereof have set their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED by the Parties in

the presence of

WITNESSES:

1.

A blue ink stamp reading "JPK ENCLAVE PVT. LTD" is positioned above a handwritten signature in blue ink. Below the signature, the word "Director" is printed in blue ink.

2)

**SIGNATURE OF THE VENDOR/
OWNER/DEVELOPER**

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum by way of **Rs.-31,09,800/- (Rupees Thirty One Lakh Nine Thousand Eight Hundred) only** money as per Memo below :-

Date	Cash/ No.	Cheque	Bank & Branch Name	Amount
27.02.2024		619711	SBI	1,00,000/-
TOTAL				Rs.

((Rupees Thirty One Lakh Nine Thousand Eight Hundred) only.

WITNESSES :

1.

JPK ENCLAVE PVT. LTD

Director

2.

**SIGNATURE OF THE OWNER /
DEVELOPER**