# FLAT PURCHASE AGREEMENT

**THIS FLAT PURCHASE AGREEMENT** executed at Dombivli on this ___ day of _____ 202__

**BETWEEN**

**M/S.J.B.CONSTRUCTIONS,** a registered partnership firm, having its office of business at F1-F2, Shree Parshwa Industrial Premises CHS., SardarVallabhabhai Patel Road, Pendse Nagar, Dombivli [East], 421 201, Tal. Kalyan, Dist. Thane represented by and through its partner **SHRI.SHRIPAD SHRINIWAS JOSHI**, Age 56 yrs., Occupation Business, residing at 402, YashaSarthak CHS., Plot no.15, Gandhi Nagar, Dombivli [East] 421 201, Tal. Kalyan, Dist. Thane hereinafter called **"THE PROMOTORS**" (which expression shall unless otherwise repugnant to the context or meaning thereof shall mean and include all its partners, their survivors, and their respective heirs, executors and administrators and assignees) of the **ONE PART**

**AND**

1.**_____,** age __ years, Occupation _____,
2.**_____,** age __ years, Occupation _____, Both residing at _____
hereinafter referred to as the **ALLOTTEE** (which expression shall mean and include his/her/their respective legal heirs, representatives, administrators, successors and assigns) of the **OTHER PART.**

**WHEREAS** one Smt. Kamalabai Raghunath Pradhan had purchased the land bearing Survey No.43, Hissa No.1 admeasuring about 1300 Sq.yrds. lying and being at village Mouje Gajabandhan Patharli, Dombivli [East], Taluka Kalyan, District Thane from one Smt. Sushilabai Laxman Gokhale, under the sale deed dtd.22.01.1959 registered with the office of sub registrar Kalyan at Sr.No.67/59 on 22.01.1959.

**AND WHEREAS** subsequent to the city survey of Dombivli City, the above referred property viz. Survey No.43, Hissa No.1 (P) admeasuring about 1179 Sq.yrds. is demarked as city survey No.10094 admeasuring about 807.5 Sq.mtrs., city survey No.10095 admeasuring about 71.90 Sq.mtrs., city survey No.10096 admeasuring about 25.5 Sq.mtrs., city survey No.10097 admeasuring about 21.4 Sq.mtrs., city survey No.10098 admeasuring about 22.9 Sq.mtrs., city survey No.10099 admeasuring about 22.7 Sq.mtrs., city survey No.10100 admeasuring about 28.3 Sq.mtrs. together admeasuring about 1000.2 Sq.mtrs.

**AND WHEREAS** retaining 589.59 Sq.yrds out of survey No.43 Hissa No.1(P) as per revenue records and 334.3 Sq.mtrs. out of city survey No.10094 and city survey No.10095 admeasuring about 71.90 Sq.mtrs., together admeasuring about 406.2 Sq.mtrs. as per city survey records and further keeping easementary rights over 10ft wide approach road open to sky and running through the western side of the city surveyNo.10094, Smt. Kamalabai Raghunath Pradhan conveyed the land admeasuring about 710.41 Sq.yrds. equivalent to 594 Sq.mtrs. out of Revenue Survey No.43, Hissa No.1(P) and 473.2 Sq.mtrs. out of city survey No.10094, city survey No.10096 admeasuring about 25.5 Sq.mtrs., city survey No.10097 admeasuring about 21.4 Sq.mtrs., city survey No.10098 admeasuring about 22.9 Sq.mtrs., city survey No.10099 admeasuring about 22.7 Sq.mtrs., city survey No.10100 admeasuring about 28.3 Sq.mtrs., together admeasuring about 594 Sq.mtrs.to Smt. Mangala Vishwanath Pradhan, Ashok Vishwanth Pradhan, Snehalata Madhukar Pradhan, MadanMadhukar Pradhan and Milind Madhukar Pradhan under the deed of conveyance dtd.09.02.1981 registered with the office of sub registrar Kalyan at Sr.No.1013/81 on 06.06.1981 and accordingly mutation entry No.4711 is carried out to that effect.

AND WHEREAS subsequent to and as the effect of the above transaction Taluka Inspector of Land Records carried survey on 29.09.1984 and subdivided the city survey No.10094 into two plots viz.10094A admeasuring about 473.2 Sq.mtrs. and city survey No.10094B admeasuring about 334.3 Sq.mtrs.

AND WHEREAS under the Development agreement dtd.16.11.1980 Smt. Mangala Vishwanth Pradhan and others entrusted the development rights to M/s Eagle

Construction Company who developed the city survey No.10094A admeasuring about 473.2 Sq.mtrs., city survey No.10096 admeasuring about 25.5 Sq.mtrs., city survey No.10097 admeasuring about 21.4 Sq.mtrs., city survey No.10098 admeasuring about 22.9 Sq.mtrs., city survey No.10099 admeasuring about 22.7 Sq.mtrs., city survey No.10100 admeasuring about 28.3 Sq.mtrs., together admeasuring about 594 Sq.mtrs. and constructed thereon ground plus 2 storied building bearing municipal house No.F01002143500 and sold the residential flats to the purchasers and further formed the cooperative housing society viz. **RAGHU KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.,** a registered [tenant co-partnership] cooperative housing society duly registered under the Maharashtra Co-operative Societies Act 1960 and Rules made thereunder having its registration No. TNA/KLN/HSG/TC/560/84-85 dt. 21.03.1985 having its office of business at Tilak Nagar, Dombivli (East) 421201, District Thane.

AND WHEREAS M/s.Eagle Construction Company, the Developers and Smt. Mangala Vishwanth Pradhan & others, the Owners, failed neglected and avoided to convey the property in the name of Raghukunj CHS.

AND WHEREAS during the pendency of the conveyance, Smt. Mangala Vishwanth Pradhan died intestate on 20.05.1990 leaving behind her son viz. Ashok Vishwanth Pradhan and married daughter Anjali Sharad Gupte. Ashok Vishwanth Pradhan died intestate on 13.06.2000 leaving behind him Ashwini Ashok Pradhan, Adwait Ashok Pradhan and Anju Nikhil Korde.

AND WHEREAS under the order No. ija]ina/zaNao/mamaahsa/klana11(3)/7596/sana2014 dtd.15.12.2014 and under certificate to that effect, the competent authority and district deputy registrar cooperative societies Thane allowed the deemed conveyance of the said property in the name of the Raghukunj society.

AND WHEREAS under the Deed of Deemed Conveyance dtd.17.07.2015 registered with the office of sub registrar of assurances Kalyan-3 on 23.07.2015 at Sr.No.KLN-3/3129-2015, the Raghukunj Society purchased from Snehalata Madhukar Pradhan & others represented by and through District Deputy Registrar Cooperative Societies Thane and competent authority, the property viz. ALL THAT piece or parcel of non agricultural plot of land bearing 589.41 Sq.yrds out of survey No.43 Hissa No.1(P) as per revenue records and city survey No. 10094A admeasuring about 473.2 Sq.mtrs.,with easementary rights for the use of the adjacent plot owners Mr.Pradhan & others over 10ft wide approach road open to sky and running through the western side of city Survey No.10094A, City Survey No.10096 admeasuring about 25.5 Sq.mtrs, City Survey No.10097 admeasuring about 21.4 Sq.mtrs, City Survey No.10098, admeasuring about 22.9 Sq.mtrs, City Survey No.10099, admeasuring about 22.7 Sq.mtrs and City Survey No.10100, admeasuring about 28.3 Sq.mtrs together admeasuring about 594 Sq.mtrs. as per City Survey records lying and being at Revenue village Gajbandhan Patharli, Registration Sub District and TalukaKalyan and Registration District and District Thane with ground plus 2 upper floor building standing thereon bearing Municipal House No.P01002143500 comprising of 13 residential units. The said deed is confirmed by M/s Eagle Construction Company, the Builders and Developers represented by and through District Deputy Registrar Cooperative Societies Thane and competent authority and the mutation entry No.5491 is carried out to that effect on 10.08.2015.

AND WHEREAS the society thus own and absolutely seized off and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of and city survey No. 10094A admeasuring about 473.2 Sq.mtrs., with easementary rights for the use of the adjacent plot owners Mr. Pradhan & others over 10ft wide approach road open to sky and running through the western side of city Survey No.10094A, City Survey No.10096 admeasuring about 25.5 Sq.mtrs, City Survey No.10097 admeasuring about 21.4 Sq.mtrs, City Survey No.10098, admeasuring about 22.9 Sq.mtrs, City Survey No.10099, admeasuring about 22.7 Sq.mtrs and City Survey No.10100, admeasuring about 28.3 Sq.mtrs together admeasuring about 594 Sq.mtrs. as per City Survey records lying and being at Revenue village Gajbandhan Patharli, Registration Sub District and Taluka Kalyan and Registration District and District Thane lying and being at Tilak Nagar, Dombivli East, Taluka Kalyan District Thane and more particularly described in the **Schedule I** written hereinunder.

AND WHEREAS after due diligence and after following all the requisite procedure, the Society has executed the development agreement dtd.08.03.2023 registered with the office of sub registrar of assurances Kalyan 3 at sr.No.KLN3-3508/2023 on 08.03.2023 in respect of its property more particularly described in the Schedule I written hereinunder and the society have further executed deed of irrevocable power of attorney dtd.08.03.2023 registered with the office of sub registrar of assurances Kalyan 3 at sr.No.KLN3-3509/2023 on 08.03.2023 supplementary to the Development Agreement.

AND WHEREAS the said development agreement and power of attorney are subsisting and are in force.

AND WHEREAS during the pendency of the above development agreement the adjacent land owners 1.MRS. SNEHALATA MADHUKAR PRADHAN, 2.MR.MILIND MADHUKAR PRADHAN,3.MRS. SUSHAMA MADAN PRADHAN, 4.MRS.SWAMINI SATJYOT DIGHE executed with the Developers hereinabove, the Development Agreement dated 10.04.2023 registered with the Office of the Sub-Registrar of Assurances, Kalyan-3 at Serial Number-5135/2023 on 10.04.2023 in respect of the Non Agricultural plot of land bearing Survey Number-43, Hissa Number-1 admeasuring about 589.59 Square Yards, lying and being at Revenue Village Gajabandhan Patharli, Taluka Kalyan, District Thane and having its corresponding bearing City Survey Number-10094B, admeasuring about 334.3 Square Meters and City Survey Number-10095, admeasuring about 71.90 Square Meter, totally admeasuring 406.20 square meters, with ground plus one storied building bearing municipal house No.F01002143400 lying and being at Tilaknagar, Dombivli [East], Taluka Kalyan, District Thane, more particularly described in the SCHEDULE II written hereinunder.

AND WHEREAS in supplement to the said Development Agreement dated 10.04.2023, the said Owners have also executed a Power of Attorney dated 10.04.2023, which was lodged for registration on 10.04.2023 & registered at the Office of the Sub-Registrar of Assurances, Kalyan-3 at Serial Number-5139/2023 on 10.04.2023.

AND WHEREAS after execution and registration of the said Development Agreement & Power of Attorney, the parties came to know that certain mistakes and inaccuracies have accidentally and inadvertently crept, hence executed Deed of Rectification dtd. 25.04.2023 registered with the office of sub registrar Kalyan 3 at Sr.No.KLN3-6432 on 25.04.2023.

AND WHEREAS the said Development Agreement, Irrevocable Power of Attorney and Deed of Rectification are subsisting and in force.

AND WHEREAS the Developers are thus entitled to develop the non agricultural land viz. ALL THAT piece or parcel of non agricultural plot of land bearing revenue Survey No.43, Hissa No.1 admeasuring about 1300 Sq.yrds. further bearing corresponding City Survey No.10094A admeasuring about 473.2 Sq.mtrs., City Survey No.10094B admeasuring about 334.3Sq.mtrs., city survey No.10095 admeasuring about 71.90 Sq.mtrs., city survey No.10096 admeasuring about 25.5 Sq.mtrs., city survey No.10097 admeasuring about 21.4 Sq.mtrs., city survey No.10098 admeasuring about 22.9 Sq.mtrs., city survey No.10099 admeasuring about 22.7 Sq.mtrs., city survey No.10100 admeasuring about 28.3 Sq.mtrs. together admeasuring about 1000.2 Sq.mtrs.lying and being at village MoujeGajabandhanPatharli, Dombivli [East], TalukaKalyan, District Thane hereinafter referred to as the **PROJECT LAND** and more particularly described in the **Schedule III** written hereinunder.

AND WHEREAS the Developers have further purchased Development Rights to the extent of 258Sq.mtrs. from M/s Dattatray Housing Developers under Agreement for Transfer of Development Rights dtd.07.08.2023 registered with the office of Sub Registrar of Assurances Kalyan2 at Sr.No.KLN2-17665 - 2023 dtd. 07.08.2023.

AND WHEREAS the Developers has entered into a standard Agreement with an Architect M/S N'VARC Designers through architect Mr. Ninad Vaidya, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects

AND WHEREAS the Developers has appointed a structural Engineer Mr. Manohar Patil for the preparation of the structural design and drawings of the buildings and the Developers accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Developers have accordingly put plan for its sanction to the Kalyan Dombivli Municipal Corporation who has given its sanction vide KDMC/TPD/BP/DOM/2023-24/38 dt. 08.09.2023.

**AND WHEREAS** the Developers caused to take search report dtd. 24.11.2022 for 64 years from 1959 up to 2022 from Mr. G. H. Jagtap, who certified that there is no adverse entry and also caused to take title report dt. 01.12.2022 from Advocate G. V. Dhargalkar who has certified that the Society and Mr. Pradhan has clear and marketable title to the property more particularly and respectively described in the Schedule I & II written hereinunder.

AND WHEREAS as per the sanctioned plan the Promoters proposed to construct stilt plus seven storied building on the project land.

AND WHEREAS the Promoters have registered the project under the provisions of the Act with the Real Estate Regulatory Authority as per the provisions under section 4 of the Real Estate (Regulation and Development) Act 2016 vide **No._____**the authenticated copy is annexed hereto.

AND WHEREAS the Allottee offered to purchase a flat No. _____ on _____ floor hereinafter referred to as the said flat for the sake of brevity and covered/stack parking No._____ in the _____ of the building called **RAGHUKUNJ.** The said flat and the parking together more particularly described in the **Schedule IV** written hereinunder.

AND WHEREAS the carpet area of the said flat is _____ Sq.mtrs. equivalent to _____ sq.fts. actual carpet area including the area of open balcony, enclosed balcony, dry area, door jambs etc. excluding area of internal walls and open terrace _____ sq.ft. on _____ floor and 'RERA Carpet Area' means the net usable floor area of a flat, equivalent to _____ sq.mtrs. along with open balcony _____ sq.mtrs., enclosed balcony _____ sq.mtrs., dry area _____ sq.mtrs. and open / natural terrace _____ sq.mtrs. but excluding the area covered by the external wall and including the area covered by the internal partition walls of the flat in the building to be known as RAGHUKUNJ CHS Ltd..

AND WHEREAS by virtue of the both Development Agreement and both Power of Attorney read with the Deed of Rectification, the Promoters have sole and exclusive right to sell the flats in the said building to be constructed on the project land and to enter into agreement with the allottee and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoters have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or occupancy Certificate of the said Building .

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced the construction of the said building in accordance of the said proposed plan.

AND WHEREAS 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.

AND WHEREAS prior to the execution of these presents the allottee has paid to the Promoters a sum of Rs. _____ (Rupees _____ _____ only), being part payment of the sale consideration of the flat agreed to be sold by the Promoters to the allottee as advance payment or application fee. (the payment and receipt whereof the Promoters admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS as per the provision of section 13 of the Real Estate (Regulation and Development) Act 2016 and further in accordance with the model form of agreement as per Annexture A the parties are required to execute and register flat purchase agreement under the Registration Act 1908.

AND WHEREAS as per the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties the Promoters hereby agree to sell and the Allottees hereby agree to purchase the flat _____ admeasuring _____ Sq.ft. carpet on _____ floor and the covered/stack parking No._____ in the _____ as under.

**NOW THEREOF, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS ;-**

1. The Promoter shall construct the said building consisting stilt plus seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. In other case the Promoters are not duty bound to seek any permission for revise plans after purchasing TDR or any FSI as the case may be.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee flat No. ..... of actual carpet area admeasuring .....sq.mtrs. equivalent to _____ sq.ft. on ..... floor in the building known as Raghukunj(hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly

described in the **Schedule III** annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

ii. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered/stack parking spaces bearing Nos _____ situated at _____ stilt podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the flat including covered/stack parking spaces is thus Rs._____/-

On or before execution of this agreement, the Allottee has paid to the Promoters an amount of Rs._____ /- [Rupees _____ Only] and the Allottee hereby agrees to pay to the Promoters the balance amount of the purchase price i.e. Rs._____ /- [Rupees _____ Only] in the following manner:

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

vi. Amount of Rs...../-(.....) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes 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 and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.

1(e) The Total Price is escalation-free, save and except escalations/increases, 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 Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm 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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is 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 Flat 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 instalment 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 clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **3136.16** square meters only and Promoter has planned to utilize Floor Space Index of **3115.33** sq.mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **3115.33** sq.mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Flat to the Allottee on or before 1st of January 2026. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement, shall offer in writing the possession of the Flat to the Allottee in terms of this Agreement to be taken within 3 (Three month) from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat 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 Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee shall join as the member of **RAGHUKUNJ CO-OPERATIVE HOUSING SOCIETY LTD.,** and for this purpose also from time to time sign and execute the application for membership and the other papers and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to forward it to the said society for further action.

9.1 The Promoter within three months from getting completion certificate shall transfer to the society all the original deeds, documents, correspondence, licenses, building permission, completion certificate, TDR agreement etc. that are executed, registered during the redevelopment project.

9.2 The Promoter within three months from getting completion certificate shall convey to the society the property more particularly described in the Schedule II written hereinunder and then the Raghu Kunj CHS shall become full-fledged owner of the property more particularly described in the Schedule III written hereinunder. It is agreed by the Developers that no allottee is liable to pay any amount towards stamp duty and/or registration fees etc. that may be required for the purpose.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the completion certificate and all other deeds, documents, etc. of the proposed building is handed over to the society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter. On getting building completion certificate, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

Rs. ..... for share money, application entrance fee of the Society
Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society
Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society
Rs……. For Deposit towards Water, Electric, and other utility and services connection charges &
Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoters hereby represents and warrants to the Allottee as follows:

i. The Promoters/Owners have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building 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 project land, including the Project and the said Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;

ix. At the time of handing over the deeds and documents and the building structure to the society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the society;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed 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 Promoters hand over all the deeds, documents, completion certificate etc. to the Society;

xi. 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 or served upon the Promoter in respect of the project land and/or the Project.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of society, the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the society, concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural items in the Flat without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till getting completion certificate of the building in which Flat is situated is received from the Municipal authority, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into

and upon the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat 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 Flat.

18. 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 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 15 **(**fifteen**)** 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.

19. ENTIRE AGREEMENT
This Agreement, along with its schedules and annexures, 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 flat/plot/building, as the case may be.

20. RIGHT TO AMEND
This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. SEVERABILITY
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

24. 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.

25. 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Dombivli.

26. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. 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 Speed Post A.D andnotified Email ID at their respective addresses specified below:

Name/s of Allottee
_____
_____
Address of Allottee
_____
_____
_____

Notified Email ID:_____
Promoters name
**M/S. J.B.CONSTRUCTIONS**
Address of the Promoters
F1-F2, Shree Parshwa Industrial Premises CHS.,
Sardar Vallabhabhai Patel Road,
Pendse Nagar, Dombivli [East], 421 201,
Tal. Kalyan, Dist. Thane

Notified Email ID: _____
**PROMOTERS RERA ACCOUNT DETAILS**
**PROJECT NAME : Raghukunj Co-op. Hsg. So.**
**BANK: _____**
**ACCOUNT NO.: _____**
**IFSC CODE: _____**

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.

28. 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.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kalyan courts will have the jurisdiction for this Agreement

## SCHEDULE I

## (LAND OWNED BY RAGHUKUNJ CHS)

**ALL THAT** piece or parcel of non agricultural plot of land bearing 710.59Sq.yrds out of survey No.43 Hissa No.1(P) as per revenue records and city survey No. 10094A admeasuring about 473.2 Sq.mtrs., with easementary rights for the use of the adjacent plot owners Mr. Pradhan & others over 10ft wide approach road open to sky and running through the western side of city Survey No.10094A, City Survey No.10096 admeasuring about 25.5 Sq.mtrs, City Survey No.10097 admeasuring about 21.4 Sq.mtrs, City Survey No.10098, admeasuring about 22.9 Sq.mtrs, City Survey No.10099, admeasuring about 22.7 Sq.mtrs and City Survey No.10100, admeasuring about 28.3 Sq.mtrs together admeasuring about 594 Sq.mtrs. as per City Survey records lying and being at Revenue village Gajbandhan Patharli, Registration Sub District and Taluka Kalyan and Registration District and District Thane and bounded as follows :-

On or towards East: Sudama Kutir / Vijayalaxmi society
On or towards West: Ganga Niwas / Sankalp Building
On or towards North: Khandkar Lane
On or towards South: CTS No. 10079

## SCHEDULE II

## (LAND OWNED BY PRADHAN & OTHERS)

**ALL THAT** piece or parcel of non agricultural plot of land bearing 589.41Sq.yrds out of survey No.43 Hissa No.1(P) as per revenue records and city survey No. 10094B admeasuring about 334.3Sq.mtrs.,with easementary rights over 10ft wide approach road open to sky and running through the western side of city Survey No.10094A,city survey No.10095 admeasuring about 71.90 Sq.mtrs., together admeasuring about 406.20Sq.mtrs. as per City Survey records lying and being at Revenue village Gajbandhan Patharli, Registration Sub District and Taluka Kalyan and Registration District and District Thane and bounded as follows :-

On or towards East: Sudama Kutir / Vijayalaxmi society
On or towards West: Ganga Niwas / Sankalp Building
On or towards North: Raghukunj CHS Ltd.
On or towards South: CTS No. 10079

## SCHEDULE III

## (PROJECT LAND)

ALL THAT piece or parcel of non agricultural plot of land bearing revenue Survey No.43, Hissa No.1 admeasuring about 1300 Sq.yrds. further bearing corresponding City Survey No.10094A admeasuring about 473.2 Sq.mtrs., City Survey No.10094B admeasuring about 334.3Sq.mtrs., city survey No.10095 admeasuring about 71.90 Sq.mtrs., city survey No.10096 admeasuring about 25.5 Sq.mtrs., city survey

No.10097 admeasuring about 21.4 Sq.mtrs., city survey No.10098 admeasuring about 22.9 Sq.mtrs., city survey No.10099 admeasuring about 22.7 Sq.mtrs., city survey No.10100 admeasuring about 28.3 Sq.mtrs. together admeasuring about 1000.2 Sq.mtrs.lying and being at village MoujeGajabandhanPatharli, Dombivli [East], TalukaKalyan, District Thaneand bounded as follows :-

On or towards East: Sudama Kutir / Vijayalaxmi society
On or towards West: Ganga Niwas / Sankalp Building
On or towards North: Khandkar Lane
On or towards South: CTS No. 10079

**Schedule IV**
**(description of the flat and parking space)**

Flat No._____ admeasuring carpet area of _____ Sq.mtrs. i.e. _____ sq.ft. on _____ floor and covered/stack parking No._____ in the stilt in the building called RAGHUKUNJ.

**SCHEDULE V**
**nature , extent and description of common areas and facilities**

A. Common area and facilities:
Immediate area abutting the main door after the landing on the said floor of the said premises.

B. Limited Common Area:
Stair case and stair case landing.

C. Common terrace of the building.
D. Lift.

IN WITNESS WHEREOF THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED , SEALED AND DELIVERED BY
the within named " **ALLOTTEES**"

1.

2.

in the presence of
1.
2.

**SIGNED, SEALED AND DELIVERED BY**
the within named **"PROMOTERS"**
**M/S.J.B.CONSTRUCTIONS,**
represented by and through its partner
Mr.Shripad Shriniwas Joshi
in the presence of
1.

2.

**RECEIPT**

**Received** from the allottee_____, an amount of Rs._____ /- (Rupees _____ only) by cheque No. _____ dt. _____, drawn on _____ Bank, _____ Branch towards part payment of sale price of Flat.

**WE SAY RECEIVED**

**M/S. J.B.CONSTRUCTIONS**
**PROMOTERS**

in the presence of
1.

2.

ANNEXURE – A

Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority )

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project )

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)