

THIS AGREEMENT made and entered into at Bhayandar on this _____ day of _____ in the Christian Year Two Thousand and _____

BETWEEN

SHRI MOHAN DINESH SINGH, Proprietor of M/s. **STAR DEVELOPERS**, having his office at Survey No.330, Hissa Nos.5 & 6, Deepak Hospital Road, Near Seven Eleven Hospital, Next to Ramdev Park, Bhayandar (East), Thane – 401 107, hereinafter referred to as "**the Owner Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) Party of the **FIRST PART**.

AND

SHRI MAHENDRA KOTHARI Director of **KOTHARI M. LAND DEVELOPERS PVT LTD** having its addresss at A/60, 103, Sector-1, Shanti nagar, opp. Mira Road railway Station, Mira Road East, District Thane-401107 hereinafter referred to as "**the Contractor -Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their heirs, executors, administrators and assigns) party of the **SECOND PART**.

AND

SHRI / SMT. / M/s. _____
having address at _____

hereinafter referred to as "**the Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) Party of the **THIRD PART**.

WHEREAS :

- A. Shri Jagannath Pandurang Patil was the owner of land bearing Old Survey No.314, Old Hissa No.3 (Part), New Survey No.51, New Hissa No.3/B, admeasuring 3690 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation [MBMC] (hereinafter referred to as the "**First Larger Property**"). Hereto annexed and marked as **Annexure-A** is the photo copy of 7/12 extract of the **First Larger Property**
- B. Shri Jagannath Pandurang Patil died intestate on 24th July 1971 leaving behind his widow by name Smt. Budhibai Jagannath Patil, five sons namely Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, two married daughters namely Smt. Neerabai Babaji Patil and Smt. Maltibai Harishchandra Patil as his heirs and legal

representatives entitled to the estate of the deceased including the First Larger Property.

- C. By a Mutation Entry No. 4137, dated 12th November 1979 and Mutation Entry No. 242, dated 1st May, 1990, the names of Smt. Budhibai Jagannath Patil, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Neerabai Babaji Patil and Smt. Malatibai Harishchandra Patil came to be recorded in the 7/12 extract of the First Larger Property as the heirs of late Shri Jagannath Pandurang Patil.
- D. Smt. Neerabai Babaji Patil died intestate leaving behind her two sons namely Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and a married daughter by name Smt. Bharati Ramesh Thakur as her heirs and legal representatives entitled to the undivided share of the deceased in the First Larger Property.
- E. Smt. Malatibai Harishchandra Patil, being one of the married daughter of late Shri Jagannath Pandurang Patil, Shri Chitaman Babaji Patil, Shri Jaywant Babaji Patil and Smt. Bharati Ramesh Thakur, being the heirs of late Smt. Neerabai Babaji Patil had given up their right, title, interest and share in the First Larger Property in favour of Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Patil, Shri Dattatray Jagannath Patil and Shri Suresh Jagannath Patil and accordingly, the names of Smt. Malatibai Harishchandra Patil, Shri Chitaman Babaji Patil, Shri Jaywant Babaji Patil and Smt. Bharati Ramesh Thakur came to be removed from the 7/12 extract of the first larger property vide a Mutation Entry No. 598, dated 4th September, 2004.
- F. Shri Kesarinath Jagannath Patil died intestate on 23rd February, 2009 leaving behind his widow by name Smt. Sunandabai Kesarinath Patil, three sons namely Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil as his heirs and legal representatives entitled to the undivided share of the deceased in the First Larger Property.
- G. By a Mutation Entry No. 1351, dated 19th January, 2012, the names of Smt. Sunandabai Kesarinath Patil, Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil came to be recorded in the 7/12 extract of the First Larger Property as the heirs of late Shri Kesarinath Jagannath Patil.
- H. An area admeasuring 2559.34 sq. meters forming the portion of the larger property (for short hereinafter referred to as the "Said Plot") was reserved for public purpose in the Development Plan for the City of Mira Bhayandar and as such, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Sunandabai Kesarinath Patil, Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil

through their Constituted Attorney Shri Kuntesh P. Chedda, being one of the partners of M/s. Sadguru Aura Enterprises and Shri Dinesh G. Dedhiya had surrendered the said plot unto MBMC by executing an agreement to that effect and accordingly, the name of came to be recorded in 7/12 extract of the First Larger Property vide a Mutation Entry No. 1461, dated 22nd August, 2013 corresponding to the area of the Said Plot.

- I. In the premises aforesaid, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Sunanda Kesarinath Patil, Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil entitled to an area admeasuring 1130.34 sq. meters forming the portion of the First Larger Property (for short hereinafter referred to as the "First Property") as the owners thereof.
- J. Shri Eknath Jagannath Patil died intestate on 19th June, 2014 leaving behind his widow by name Smt. Girijabai Eknath Patil, four sons namely Shri Dilip Eknath Patil, Shri Vikas Eknath Patil, Shri Pravin Eknath Patil and Shri Nitin Eknath Patil as his heirs and legal representatives entitled to the undivided share of the deceased in the first larger property.
- K. By an Agreement for Sale, dated 22nd March, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/ 9889/ 2017, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Sunanda Kesarinath Patil, Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil, Smt. Girijabai Eknath Patil, Shri Dilip Eknath Patil, Shri Vikas Eknath Patil, Shri Pravin Eknath Patil and Shri Nitin Eknath Patil had agreed to sell the first property to . Seven Eleven Construction Co. Pvt. Ltd., at the price and on the terms and conditions stipulated therein.
- L. In pursuance of an Agreement for Sale, dated 22nd March, 2017, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Sunanda Kesarinath Patil, Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil, Smt. Girijabai Eknath Patil, Shri Dilip Eknath Patil, Shri Vikas Eknath Patil, Shri Pravin Eknath Patil and Shri Nitin Eknath Patil had executed an Irrevocable General Power of Attorney, dated 13th July 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/9890/2017 in favour of Shri Dinesh Roopchand Jain, being one of the directors of . Seven Eleven Construction Co., Pvt. Ltd., conferring upon him several powers inter-alia power to sell the First Property to the person or persons of his choice including power to execute a Deed of Conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

- M. Mr. Joaquim Jilya Correa was the owner of land bearing Old Survey No.314, New Survey No.51, Hissa No. 2/A, admeasuring 830 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the MBMC (hereinafter referred to as the "Second Larger Property"). Hereto annexed and marked as **Annexure-B** is the photo copy of 7/12 extract of the Second-larger Property.
- N. Mr. Joaquim Jilya Correa died intestate on 11th January 1981 leaving behind is two sons namely Mr. Hilary Joaquim Correa, Mr. Hector Joaquim Correa, four daughters namely Cibil Lacey Gabriel, Dolly Gregory Gomes, Joket Morris D'Lima and Castle Norman D'Souza as his heirs and legal representatives entitled to the estate of the deceased including the Second Larger Property.
- O. By a Mutation Entry No.4412, dated 29th September, 1981, the names of Mr. Hilary Joaquim Correa, Mr. Hector Joaquim Correa, Cibil Lacey Gabriel, Dolly Gregory Gomes, Joket Morris D'Lima and Castle Norman D'Souza came to be recorded in the 7/12 extract of the Second Larger Property as the heirs of late Mr. Joaquim Jilya Correa.
- P. Mr. Hilary Joaquim Correa died intestate on 20th June 1990 leaving behind his widow Mrs. Catherin Hilary Correa as his only heir and legal representative entitled to the undivided share of the deceased in the Second Larger Property.
- Q. By a Mutation Entry No. 295, dated 17th January, 1992, the name of Mrs. Catherin Hilary Correa came to be recorded in the 7/12 extract of the second larger property as the heir of late Mr. Hilary Joaquim Correa.
- R. Mrs. Joket Moris D'Lima died intestate on 3rd September, 1990 leaving behind her son by name Mr. Jude Moris D'Lima as her only heir and legal representative entitled to the undivided share of the deceased in the second larger property.
- S. By a Mutation Entry No. 294, dated 17th January, 1992, the name of Mr. Jude Moris D'Lima came to be recorded in the 7/12 extract of the second larger property as the heir of late Mrs. Joket Moris D'Lima.
- T. In the Development Plan for the City of Mira Bhayandar, an area admeasuring 648 sq. meters forming the portion of the Second Larger Property (for short hereinafter referred to as the "Second Plot") was reserved for Road and Garden.
- U. By an Agreement, dated 12th July 2011 registered in the office of the Sub- Registrar of Assurance at Thane under Sr. No. TNN-4/5713/2011, Mr. Hector Joaquim Correa, Vienna Hector Correa, Edzil Hector Correa, Maria Raymond Fereira, Senora Hector Correa, Catherin Hillary Correa, Dolly Gregory Gomes,

Cassel Norman D'Souza, Jude Morris D'Lima, Darryl Lacey Gabral, Cibil alias Clyde Lacey Gabral, Ryner Lacey Gabral and Sharon Gordon Dias through their Constituted Attorney Seven Eleven Construction Co. Pvt. Ltd., had surrendered the Second Plot to the MBMC.

- V. By a Deed of Conveyance, dated 17th February 2012 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN- 7/1144/ 2012, Mr. Hector Joaquim Correa, Vienna Hector Correa, Edzil Hector Correa, Maria Raymond Ferreira, Senora Hector Correa, Catherin Hillary Correa, Dolly Gregory Gomes, Cassel Norman D'Souza, Jude Morris D'Lima, Darryl Lacey Gabral, Cibil alias Clyde Lacey Gabral, Ryner Lacey Gabral and Sharon Gordon Dias had sold, transferred and conveyed an area admeasuring 182 sq. meters forming the portion of the Second Larger Property (for short hereinafter referred to as the "Second Property") to. Seven Eleven Construction Co. Pvt. Ltd., for the consideration terms and conditions mentioned therein.
- W. In the 7/12 extract of the First Larger Property, the name of the Estate Investment Co., Pvt. Ltd., was appearing as a superior holder and as such, M/s. Seven Eleven Construction Co., Pvt. Ltd., for and on behalf of the owners of the First Larger Property had obtained No Objection Certificate No. EI/NOC/1523/2018, dated 28th February, 2018 from the Estate Investment Co., Pvt. Ltd., to develop the First Property. Hereto annexed and marked as **Annexure-C** is the photo copy of said No Objection Certificate No. EI/NOC/1523/2018, dated 28th February, 2018.
- X. In the 7/12 extract of the Second Larger Property, the name of the Estate Investment Co., Pvt. Ltd., was appearing as a superior holder and as such, . Seven Eleven Construction Co., Pvt. Ltd., for and on behalf of owners of the Second Larger Property had obtained No Objection Certificate No. EI/NOC/603/2011, dated 12th September, 2011 from the Estate Investment Co., Pvt. Ltd., to develop the Second Property. Hereto annexed and marked as **Annexure-D** is the photo copy of No Objection Certificate No. EI/NOC/603/2011, dated 12th September, 2011.
- Y. Seven Eleven Construction Co. Pvt. Ltd., had obtained the following permissions and sanctions from the authorities concerned for developing the First and Second Property.
- i) Certificate No. Revenue/K-1/T-2/JB/SR-75/2018, dated 9th March, 2018 and Certificate No. Revenue /K-1/T-2/JB/SR-76/2018 dated 9th March, 2018 issued by the Tahsildar of Thane thereby certifying that the First and Second property is converted for N.A. use. Hereto annexed and marked as **Annexure-E** colly. is the photo copy of Certificate No. Revenue / K-1 / T-2 / JB / SR-75/2018, dated 9th March, 2018 and Certificate No.

Revenue/K-1/T-2/JB/SR-76/2018, dated 9th March, 2018 issued by the Tahsildar of Thane.

ii) Sanction Plan No. MB/MNP/NR/5459/2017-18, dated 28th March, 2018 from the MBMC for construction of Building No. 1 known as Hibiscus Height, consisting of Stilt + Nine Upper Floors, admeasuring 1273.98 sq. meters on the First and Second property (for short hereinafter referred to as the "Said Building"). Hereto annexed and marked as **Annexure-F** is the photo copy of Sanction Plan No. MB/MNP/NR/5459/2017-18, dated 28th March, 2018.

iii) Commencement Certificate No. MB/MNP/NR/ 5459/ 2017-18, dated 28th March, 2018 from the MBMC to commence with the construction of the Said Building. Hereto annexed and marked as **Annexure-F** is the photo copy of Commencement Certificate No. MB/MNP /NR/5459/ 2017 - 18, dated 28th March 2018.

Z. By a Deed of Conveyance, dated 20th April, 2018 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN- 1/6357/2018, Seven Eleven Construction Co. Pvt. Ltd., with the consent and confirmation of Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Sunandabai Kesarinath Patil, Shri Shailesh Kesarinath Patil, Kanchan Kesarinath Patil, Shri Praful Kesarinath Patil, Smt. Girijabai Eknath Patil, Shri Dilip Eknath Patil, Shri Vikas Eknath Patil, Shri Pravin Eknath Patil and Shri Nitin Eknath Patil had sold, transferred and conveyed the First and Second Property together with the benefit of the permissions and sanctions obtained by it of construction of the Said Building to the Owner Promoter for the consideration mentioned therein.

AA. On 20th April, 2018, Seven Eleven Construction Co. Pvt. Ltd., had executed a irrevocable Power of Attorney registered in the office of the Sub- Registrar of Assurance at Thane under Sr. No. TNN-1/6358/2018 in favour of the Owner Promoter herein conferring upon him several powers inter- alia power to develop the First and Second property by constructing the buildings thereon.

BB. In the premises aforesaid, the Owner Promoter is absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the First and Second Property, more particularly described in the First Schedule hereunder written (for short, the First and Second Property shall be hereinafter jointly and collectively referred to as the "**Said Property**") as the owner thereof and also entitled to construct the Said Building thereon.

CC. The Owner Promoter hereby represent that save and except the permissions and sanctions granted by the authorities concerned as mentioned in the foregoing recitals there are no other permissions or sanctions required by the Owner Promoter to

proceed with the construction of the Said Building on the Said Property.

- DD. Title Clearance Certificate Ref. No. MLB/KSV/2173/2018, dated 7th April, 2018 issued by Kanga & Co., Advocates & Solicitors certifying that title to the Said Property as clear, marketable and free from all encumbrances is hereto annexed and marked as **Annexure-G**.
- EE. The Owner Promoter hereby represent that the Said Property is in his exclusive physical possession as the Developer thereof.
- FF. The Owner Promoter is entitled to construct the Said Building on the Said Property as per the plan sanctioned and approved by the MBMC.
- GG. Based upon the permissions and sanctions granted by the authorities concerned as referred in the foregoing recitals, the Owner Promoter has undertaken the work of construction of Building No. 1 to be known as Hibiscus Height, consisting of Stilt + Nine Upper Floors, admeasuring 1273.98 sq. meters on the Said Property. The Owner Promoter has represented on the said Property, the Owner Promoter is entitled to construct further FSI by reason of TDR and the Owner Promoter does intend to acquire TDR-FSI and build further floors consuming TDR-FSI.
- HH. The Owner Promoter having realised that the Owner Promoter will not be in a position to commence and complete construction, the Owner Promoter was looking out for appointment of a contractor who shall commence and complete construction on the property for and on behalf of the Owner Promoter but subject to the condition that in all matters relating to compliances being made with the provisions of law including liability during defect free period shall not be of the Owner Promoter but the Contractor alone shall be responsible for the same. Therefore The Contractor Promoter has been selected as a Contractor and The Contractor Promoter has executed Turn Key Contract Agreement on 25th June 2018 between Contractor Promoter and Owner Promoter, for the Contractor Promoter to commence and complete the constructions on the terms and condition as are set out in the said Agreement and the Owner Promoter has in consideration of the Contractor Promoter having agreed to perform the terms contained in the said agreement has agreed to allot to the Contractor Promoter flats constructed on the said Property of an amount equivalent to the total consideration payable under the said Turn Key Contract for the construction of the project. The Contractor Promoter will be entitled to transfer / allot the said allotted flat to their prospective customer at the risk and cost of the Contractor Promoter and the amount of total consideration will be received by the Contractor Promoter in their bank account subject to Contractor Promoter undertakes that they will not sale or allot the said allotted flat by the Owner Promoter beyond the bill

amount certified by the Project Management Consultant (PMC) and owner promoter of the stage wise completion of construction of the project. Therefore Contractor Promoter hereby indemnified the Owner Promoter against all and any loss, damages, and claim of any of their customers for the same if made against the Owner Promoter.

II. The Contractor Promoter hereby offer to the Allottee a Flat No. _____, admeasuring _____ sq. mtr. on the _____ floor of the said Building, more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Said Flat" for the sake of brevity and convenience).

JJ. The Owner Promoter has entered into a standard agreement with TEJ's Consultants (Consulting Civil Engineer & Associate), Architect registered with the Council of Architect and same is as per the agreement prescribed by the Council of Architects.

KK. The Owner Promoter has registered the said construction under the provisions of Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017 with the Real Estate Regulatory Authority at Mumbai under **Registration No. P51700017046**. Hereto annexed and marked as **Annexure-H** is the photo copy of the Registration Certificate of the said Building.

LL. The Owner Promoter has appointed SHM Consultants a Structural Engineer for the preparation of the structural design and drawings of the said Building and the Contractor Promoter shall accept the professional supervision of the Architect and the Structural Engineer till the completion and construction of the said Building.

MM. By virtue of the agreements executed by and between the parties hereto read with Power of Attorneys as mentioned in the foregoing recitals, the Owner Promoter has sole and exclusive right to sell the flats in the said Building accordingly Contractor Promoter has full right to sell this particular flat to their prospective customer against the construction bill certified by PMC and owner promoter for construction of the said Building to be constructed by the Contractor Promoter on the said Property, more particularly described in the First Schedule hereunder written and to enter into agreement/s with the Allottee/s of the flats and to receive the sale consideration in respect thereof and appropriate the consideration to the account of the Contractor Promoter.

NN. On demand from the Allottee/s, the Promoters have given inspection to the Allottee of all the documents of title relating to the said Property and the plans, designs and specification prepared by the Promoter's Architects and Structural Engineer and of such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to

as the "said Act") and the Rules and Regulations made thereunder.

- OO. The authenticated copies of Certificate of Title Issued by the Advocate of the Promoters, authenticated copies of Village Forms VI and VII and XII and other relevant revenue record showing the nature of the title of the Promoters to the said property. The authenticated copy of the plan of the layout as proposed by the Promoters and according to which the construction of the building and open spaces are proposed to be provided for on the said Property. The authenticated copy of the plans and specifications of the flats agreed to be purchased by the Allottee as sanctioned and approved by the MBMC are all hereto annexed and marked as **Annexure-I**.
- PP. The Promoters have got approvals from the concerned local authorities to the plans, specifications, elevations, sections and of the Said Building and shall obtain the balance approvals from various authorities from time to time so as to obtain building Completion and Occupancy Certificate . While sanctioning the said plan the MBMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Building and upon due observance and performance of which only, the Completion and Occupancy certificate in respect of the said Building shall be granted by the MBMC.
- QQ. The Contractor Promoter has accordingly commenced the construction of the said Building in accordance with the sanction and permission .
- RR. The Allottee has applied to the Contractor Promoter for allotment of a Flat No. _____ on _____ floor of the Said Building and the carpet area of the said flat is _____ sq. meters as defined under the provisions of the said Act read with Maharashtra Rules, 2017. @m
- SS. The parties relying on the confirmation, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the agreement and all applicable laws are now willing to enter into this agreement on the terms and conditions appearing hereinafter. It is agreed that upon signing of this Agreement all other agreements between the parties stands merged herein.
- TT. Prior to the execution of these presents, the Allottee has paid to the Contractor Promoter a sum of Rs. _____/- (Rupees _____ Only) being part of the payment of sale consideration of the flat agreed to be sold by the Contractor Promoter to the Allottee as advance payment (the Contractor Promoter doth hereby admit and acknowledge to have received the said sum by signing the receipt clause written hereunder) and the Allottee has agreed to pay to the

Contractor Promoter the balance of sale consideration in the manner hereinafter appearing.

- UU. Under Section 13 of the Act, read with Maharashtra Rules, 2017 the Promoters are required to execute a written agreement for sale of the said flat with the Allottee, being in fact these Agreements and also to register the agreement under the provisions of Indian Registration Act, 1908.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1] The Contractor Promoters shall construct Building No. 1 to be known as Hibiscus Height, consisting of Stilt + Nine Upper Floors, admeasuring 1273.98 sq. meters on the said Property in accordance with the plans, designs and specifications as approved by the MBMC from time to time till date. The Promoters hereby represent that they shall get approved additional thirteen floors above the ninth floor of the said Building from the MBMC and Contractor Promoter shall commence the work of additional thirteen floors above the ninth floor of the said Building upon receipt of sanction thereto.

PROVIDED THAT that the Contractor Promoter shall take prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

Agreement to Sale and Purchase

2]1(a) (i) The Allottee hereby agrees to purchase the said flat from the Contractor Promoter and the Contractor Promoter hereby agrees to sell Flat No. _____ of the type _____ of carpet area admeasuring _____ sq. meters on _____ floor of Building No. 1 known as Hibiscus Height (hereinafter referred to as "the Flat"), more particularly described in the **Second schedule** hereunder written as shown on the floor plan thereof hereto annexed and marked **Annexures J** to the Allottee 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 **Second Schedule** hereunder written.

- (ii) In addition to the consideration as mentioned in the foregoing Clause No.2(a) (i) and in pursuance of the request made by the Allottee, the Contractor Promoter has agreed to provide amenities as mentioned in the 1st annexed hereto and marked as **Annexure-K** and for the same, the Allottee has agreed to pay the cost of amenities of Rs. _____/- (Rupees _____ only) to the Contractor Promoter in the flat agreed to be purchased by the Allottee from the Contractor Promoter in the said Building.