

**AGREEMENT FORSALE**

**THIS AGREEMENT** is made and entered into at Thane this \_\_\_\_ day of \_\_\_\_\_, 2021 in the Christian Year Two Thousand Twenty One

**BETWEEN**

**M/S. PROVIDENCE REALTY LLP**, a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008 and having its registered address at – Gr. Flr., Damani Estate, L.B.S. Marg, Naupada, Thane (West) – 400 602 hereinafter called the “**PROMOTER**” (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include its partners or partner of the said Firm and the last survivor or survivors of them and their respective heirs, executors, administrators and its assigns and successors) of the **ONE PART**;

**AND**

\_\_\_\_\_, age \_\_\_\_ yrs. PAN NO. \_\_\_\_\_,  
\_\_\_\_\_, Indian inhabitants, having address at :-

\_\_\_\_\_, hereinafter referred to as the **PURCHASER/S**(which expression shall, unless it be repugnant to the context or meaning thereof, in the case of individual or more than one individual, mean and include all of them, their survivors and their respective heirs, executors, administrators and assigns and in the case of a Partnership Firm, mean and include all the Partners for the time being constituting the said firm, their survivors and their respective heirs, executors, administrators and assigns and in the case of a Company, regularized under the Companies Act 2013, mean and include its successors and assigns and wherever the context so requires, shall mean and include, both singular or plural and masculine or feminine gender) of the **OTHER PART**.

**WHEREAS:-**

Promoters

Purchaser/s

A) One Surajratan Fatehchand Damani Janhit Nidhi, a Trust duly registered under the Bombay Public Trust Act, 1950 having its registered No.E-2601 (Bombay) and having its Office at Simplex Mills Compound, 30, Keshavrao Khadye Marg, Sant Gadge Maharaj Chowk, Mumbai-400 011 (hereinafter referred to as 'Said Owner') is the absolute owner of and was in possession of all the piece and parcel of land bearing Tika No.18, bearing CTS No. 15, 47,48,49, 59 and 63 admeasuring 25,744.98 sq.mtrs. as per property cards situated lying and being at revenue Village Naupada, L.B.S. Marg, Opp. Vitthal Sayanna Dutta Mandir, Thane(W) 400 602, in the Registration District and Sub-District Thane, within the limits of Thane Municipal Corporation (hereinafter referred to as 'Said Larger Property'). The Owner has in the past constructed a complex popularly known as Damani Estate which comprises of 10 buildings consisting of ground plus 3 upper floors having in all 148 residential units and 12 shops (hereinafter referred to as 'said old buildings'), on an area admeasuring 9500.83 sq.mtrs. plus set back area of 1142.70 sq. mtrs. totally admeasuring 10,643.53 sq.mtrs. (hereinafter referred to as the 'said land'), forming part of said larger property;

The copies of the Property Card pertaining to the said Land are annexed hereto and marked as **Annexure- A collectively.**

- B) The said land and said old buildings are hereinafter collectively referred to as 'Said Property' and more particularly described in the FIRST SCHEDULE written hereunder;
- C) The flats, shops and premises in the said old buildings were let out by said Owner on monthly tenancy basis to various tenants and who had been in use and occupation of their respective premises;
- D) Since it was not economically possible for the said Owner to maintain the said old buildings due to rise in maintenance costs and considering the quantum of total rents they received from the

tenants, Said Owner decided to convert the tenancy of the tenants into ownership;

- E) Said owner had, vide proposal dated 21.06.1990, intimated to the occupants, its desire to convert the said flats, shops and premises in the said old buildings into ownership subject to the permission of the Charity Commissioner of Maharashtra State and the occupants of flats/shops/premises in the said old buildings, in their meeting held on 04.07.1990, had agreed to accept proposal made by the Said Owner to convert the flats/shops/Premises into ownership;
- F) The Charity Commissioner, Maharashtra State had, vide its Order No. J/4/131-90/21841/90 dated 31.10.1990, accorded its sanction u/s. 36 (1) (a) of the Bombay Public Trust Act, for the conversion of flats/shops/premises of the said old buildings constructed on the said Land, on certain terms and conditions set out therein;
- G) Thereafter the Said Owner entered into individual Agreements for conversion of rights from tenancy to ownership with each tenants/licensees whereby the Said Owner had agreed to transfer on ownership basis the respective flat/shop/premises occupied by each of the tenants/licensees;
- H) The occupants of the flat/shop/premises from the said old buildings thereafter formed themselves into a co-operative housing Society namely 'Damani Co-operative Housing Society Ltd.' duly registered under the provisions of Maharashtra Co-operative Housing Society's Act, 1960, having registration no. TNA/TANA/HSG(TC)163/91-92 dated 30.01.1992 (hereinafter referred to as 'society');
- I) During the passage of time, as the said old buildings have outlived their utility and were in a dilapidated condition, said society made a proposal dated 07.12.2015 to the said Owner for redevelopment

of the Said Property and the Trustees of the Said Owner, vide letter dated 07.12.2015, conveyed the acceptance of the proposal of the Society to redevelop the Said Property through one of the reputed Promoter;

- J) The members of the society had in the Special General Meeting of the Society held on 13.12.2015 unanimously resolved to accept the proposal given by the Said Owner for redevelopment of the Said Property through one of the reputed Promoter and accordingly the Said Society conveyed their acceptance to the Said Owner vide their Acceptance-cum-Consent Letter dated 14.12.2015 followed by Letter dated 22.01.2016;
- K) Accordingly negotiations took place between the Said Owner and the members of the Society, the Society gave its consent to the Said Owner for redevelopment of the said Property and empowered the Said Owner to appoint a Developer of Said Owner's choice and through it to demolish the said old buildings and construct multi-storied buildings on the said property in accordance with the plans to be approved by the Thane Municipal Corporation;
- L) As per the understanding arrived between the said Owner and the Society, a developer who was having expert knowledge, experience and good reputation in the field of the development of the property had to be appointed for the development of the said property;
- M) Thereafter the said owner called for offers from interested parties for redeveloping the said property and said Owner received offers from interested developers with a view to acquire the development rights for redevelopment/ development of the said property and the Promoter also gave its offer;
- N) Thereafter taking into consideration the reputation and representations of the Promoter and after having found the offer of the Promoter to be reasonable and acceptable compared to the other offers and also having found the offer of the Promoter to be

in the interest of the Society and said Owner, the Said Owner entered into successful deliberations and negotiations with the Promoter and then decided to irrevocably grant to the Promoter the right of Development/redevelopment of the said property subject to approval and sanction of the Charity Commissioner;

- O) The owner even informed the society about having chosen the Promoter for redevelopment of the said property and conveyed their intention to approach the Hon'ble Charity Commissioner to seek its permission for proposed transaction;
- P) Since the Society has consented for appointment of the Promoter as Developer to develop the said property, the Owner had, therefore, made an application vide Application No.C.C./506/2016 under section 36(1)(a) of the Bombay Public Trust Act, 1950 for development-cum-sale of the said Property and the Hon. Charity Commissioner had passed an order on 23.11.2016 and accorded permission to Said Owner to enter into an Agreement for sale-cum-redevelopment transaction of the said property with the Promoter within six months from the date of the said order, upon the terms and conditions set out therein;
- Q) Since the transaction could not be completed within the time stipulated under the order on 23.11.2016, the Said Owner made an application vide Application No.C.C./258/2017 under section 36(1)(a) of the Bombay Public Trust Act, 1950 for granting extension of time to execute a development-cum-sale deed of the said Property and the Hon. Charity Commissioner had passed an order on 05.06.2017 and allowed extension of time six months to execute the development-cum-sale deed;
- R) The Hon. Charity Commissioner also issued further extension order dtd. 06.02.2018 and allowed extension of four months to execute the development-cum-sale deed;

- S) Thereafter the Society held a Special General Body Meeting of its members on 25<sup>th</sup> March, 2018 and in the said meeting a Resolution was unanimously passed to appoint the Promoter as the Developer for redevelopment of said property and the Society unanimously gave its formal consent to the Promoter to redevelop the said property and to carry out the Development work on the said property by utilizing the FSI including FSI on the dilapidated status, the permissible TDR, premium FSI as per the Development Control Rules and Regulations of the said Corporation in respect of the said property and further consent permitting the Promoter to sell the premises, Flats/Residential Premises/Shops etc. from the building or buildings so constructed on the said land to any prospective purchaser upon the terms, conditions and consideration that the Promoter may think fit and proper save and except the flats/shops/premises to be allotted to the members of the society and to be allotted to the said Owner;
- T) Pending execution of the Re-development Agreement pursuant to the Said Resolution on or about 7th July, 2018, the buildings bearing Building No. 7 and Building No.8, came down partly and Thane Municipal Corporation, in exercising of its powers and, in performance of its duties under Maharashtra Municipal Corporation Act, 1949, caused to vacate the said entire two buildings and demolished the same to arrest the danger to the occupiers and/or to passers-by;
- U) Thereafter Thane Municipal Corporation, by and under series of notices, directed the occupiers of the remaining society buildings to vacate the remaining buildings bearing Building Nos.1,2,3,4,5,6,9 and 10 to arrest the danger to the occupiers and passers-by;
- V) Upon such changed circumstances, the parties once again negotiated amongst themselves certain terms and conditions with changes were ratified by General Body of the Society in its committee meeting held on 10.09.2018;

W) In the meantime, as the time granted by the Hon. Charity Commissioner for executing Development cum Sale Agreement had lapsed, an application was made to the the Hon. Charity Commissioner for seeking extension of time for executing Development cum Sale Agreement and the Hon. Charity Commissioner, by its order dated 31.07.2018 granted extension of time for execution of Development cum Sale Agreement;

The copy of the order dated 31.07.2018 passed by the Hon. Charity Commissioner is annexed hereto and marked as **Annexure- B**.

X) Vide a Development Cum Sale Agreement dated 10.09.2018, executed by and between the said Owner of first part, the said Society of the Second Part and the Promoter of the third part (hereinafter referred to as "Said Development Cum Sale Agreement"), the said Owner and the said society have appointed the Promoter herein as the Developer for the redevelopment of the said property and granted unto and in favour of the Promoter all the development rights in respect of the said property, for the consideration and on the terms and conditions more particularly contained therein;

Y) The said Development Cum Sale Agreement dated 10.09.2018 is lodged for Registration on 31.10.2018 which was duly registered with the office of Sub-Registrar, Thane-12 dtd. 03.11.2018 under document no. TNN12-11420-2018; The Developers has also purchased an additional area admeasuring 2363.08 sq.mtrs. from the Said Trust. The said document is duly registered with the office of Sub-Registrar, Thane-12 on 24.01.2020 under document no. TNN12-922-2020.

Z) Pursuant to Said Development Cum Sale Agreement, said Society has also executed Irrecoverable Power of Attorney which was duly authenticated and registered before Sub Registrar, Thane-12 dtd. 10.09.2018 is lodged for Registration on 31.10.2018 which was duly registered with the office of Sub-Registrar, Thane-12 on

03.11.2018 in favour of the Partners of the Developer to do various acts, deeds, matters and things on behalf of the Society for the purpose of effectual development of the said property.

AA) Pursuant to Said Development Cum Sale Agreement, said Owner has also executed Irrecoverable Power of Attorney which as duly authenticated and registered before Sub Registrar, Thane-12 on 18.01.2019 under Sr.No.TNN12-549-2019 in favour of the partners of the Developer, thereby appointed and authorized the partners of the Developer to do various acts, deeds, matters and things on behalf of the Owners for the purpose of effectual development of the said property;

BB) As such the Promoter hereto became fully seized and possessed of and otherwise well and sufficiently entitled to develop the Said Property;

CC) The Promoter has sole and exclusive rights to construct the building/s in or upon the said land and to sell the premises there from and to enter into Agreements with the Purchasers of the Flats/Premises in said land to receive the sale price or consideration value of the such premises from the Purchasers;

DD) The Promoter has entered into a standard Agreement with Architect namely M/s. Saakaar, as an Architect, which Agreement is as per the form prescribed by the Council of Architects and also appointed M/s. Mahimtura Consultants Pvt. Ltd. as Structural Engineer for preparation of the plans, specifications, structural designs and drawings of the buildings to be constructed on the said land and the Promoter agrees to accept the professional supervision of the said Architect and Structural Engineer till the completion of the buildings in Said Land, so long as the Said Architect and Structural Engineer do not commit any breach or default as regards terms agreed with them and their professional duties;

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Promoters

Purchaser/s

EE) Shri. Prashant G. Kadam, Advocate, Thane, by his Certificate of Title dated \_\_\_\_\_ has certified the title of the Promoter to the said Property and authority of the Promoter, to develop the said Property;

A Copy of the Title Certificate dated \_\_\_\_\_ is annexed hereto and marked as **Annexure-C**.

FF) At present, the Promoter is developing Residential Cum Commercial complex to be known as "**HIGHLAND SKY TOWERS**" as per the Said Approved Plans or by such other name as the Promoter in its sole discretion may decide, on the said land in a phased manner. The Promoter hereto decided to develop the said land by using, consuming and utilizing entire potential of Floor Space Index (**FSI**), Premium FSI, Ancillary FSI, FSI on dilapidated status, Green Building Incentive FSI, permissible Transferable Development Rights (TDR)/DR, FSI/TDR based on Integrated Road Development Project (IRDP) in respect of the said land and/or arising out of said old buildings after obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers/investors by executing Agreements as per the provisions the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "THE RERA") and the Rules made thereunder;

GG) The Promoter submitted layout and plans for development of the Said Property to Thane Municipal Corporation (hereinafter referred to as 'said local authority/Corporation') and said local authority sanctioned and approved the layout and plans and issued Development Permission vide its letter bearing V.P. No. S02/0217/18/TMC/TDD/3120/19 dated 4.7.2019 and further Development Permission vide its letter bearing V.P. S02/0217/18/TMC/TDD/3471/20 dated 5.10.2020 along with Commencement Certificate vide V.P.

No.S02/0217/18/TMC/TDD/3473/20 dated 5.10.2020 and (hereinafter referred to as the '**Approved Plans**');

A Copy of the Location Plan of said Approved Plans is annexed hereto and marked as **Annexure-D**.

HH) As per the Approved Plans:

- a) The area admeasuring 3976.21 Sq. Mtrs. or thereabout out of said land is reserved for D.P. Road. The total permissible FSI including base FSI, Premium FSI, Ancillary FSI, FSI on dilapidated status, Green Building Incentive FSI, permissible TDR/DR in respect of said property presently available is 49256.21 Sq. Mtrs. or thereabout, out of which the Promoter as of now proposed to utilise and consume the FSI of 49249.21 sq. Mtrs. or thereabout, keeping FSI of 7.00 sq.mtrs. or thereabout as balance FSI.
- b) Said FSI of 49249.21 Sq. Mtrs. or thereabout is proposed to be utilized and consumed by the Promoter by constructing multi-storey buildings viz. Building 'A' (as shown in the approved plans) by using, utilizing and consuming FSI of 27886.27 sq. Mtrs. or thereabout, Building 'B' (as shown in the approved plans) by using, utilizing and consuming FSI of 13641.89 sq. Mtrs. or thereabout and a Commercial part by using, utilizing and consuming FSI of 7721.05 sq. Mtrs. or thereabout. The Building 'A' is comprising of Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) + 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor (Residential) to 41 Floor (Residential) and Building 'B' is comprising of Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) + 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor (Residential) to 25<sup>th</sup> Floor(Residential). The commercial part of the project is comprising of Basement (Part) + Gr. Floor (Part) + 1<sup>st</sup>Floor (Part) (Commercial).
- c) In additional to above construction, a basement (Part), podium from 2<sup>nd</sup> level to 5<sup>th</sup> level, Service Floor (Building 'A'), Recreation

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Promoters

Purchaser/s

Floor (Building 'A'), Club House are also approved and sanctioned in the project.

- d) The Building 'A' and Building 'B' are horizontally connected at the base/lower level and said connected area is containing an area of Basement, Ground Floor, 1<sup>st</sup> Floor (Commercial/Podium), 2<sup>nd</sup> level to 5<sup>th</sup> level Podium of the project.
- e) Basement of the project is divided into two parts viz. (i) Part of Basement admeasuring about 139.05 sq. Mtrs. or thereabout is kept reserved and shown as the lobby area to have an exclusive access to the shops/commercial premises situated on the Ground Floor and First Floor of the project and (ii) balance area admeasuring about 6200.50 sq. Mtrs. or thereabout is kept reserved for parking.
- f) Ground floor of the project is divided into three parts viz. (i) Part of Ground floor admeasuring about 355.78 sq. Mtrs. or thereabout is kept reserved and shown as the lobby area for the Building 'A', (ii) the part of Ground floor admeasuring about 214.31 sq. Mtrs. or thereabout is kept reserved and shown as the lobby area for the Building 'B' and (iii) balance area admeasuring about 4476.29 sq. Mtrs. or thereabout is kept reserved and shown as commercial area of the project.
- g) 1<sup>st</sup> floor (Commercial/Podium) of the project is also divided into four parts viz. (i) Part of it admeasuring about 126.07 Sq. Mtrs. or thereabout is kept reserved and shown as the lobby area for the Building 'A', (ii) the part of Ground floor admeasuring about 158.78 Sq. Mtrs. or thereabout is kept reserved and shown as the lobby area for the Building 'B', (iii) area admeasuring about 3105.71 Sq. Mtrs. or thereabout is kept reserved and shown as commercial area of the project and (iv) balance area admeasuring about 1910.35 Sq. Mtrs. or thereabout is kept reserved and shown as Podium.

II) Said local authority has issued Commencement Certificate bearing V.P. No. S02/0217/18/TMC/TDD/3720/21 dated 20/10/2021 and granted permission to the Promoter to construct the Building 'A' comprising of Basement (Part) + Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) to 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor to 15<sup>th</sup> floor, Building 'B' type comprising of Basement (Part) + Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) to 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor to 2<sup>nd</sup> floor and the commercial part of the project comprising of Basement (Part) + Gr. Floor (Part) + 1<sup>st</sup> Floor (Part).

A Copy of the said Commencement Certificate is annexed hereto and marked as **Annexure-E**.

JJ) The Promoter has named the complex to be constructed on the Said Land as "**HIGHLAND SKY TOWERS**". The building A shown in the sanctioned plans is named as '**HIGHLAND SKY TOWERS A BUILDING**' and Building B shown in the sanctioned plans is named as '**HIGHLAND SKY TOWER DAMANI B BUILDING**'. The commercial part of the project as shown in the sanction plans is named as '**HIGHLAND SKY ARCADE**'.

KK) The Promoter has further proposed to use, utilize and consume the balance FSI, Premium FSI, Ancillary FSI, FSI on dilapidated status, permissible TDR/DR and/or FSI/TDR based on IRDP in respect of the said land and/or arising out of said old buildings which is not yet used though available and also further proposed to use, utilize and consume additionally the FSI, Premium FSI, Ancillary FSI, FSI on dilapidated status, permissible TDR/DR and/or FSI/TDR based on IRDP in respect of the said land and/or arising out of said old buildings which may become available in future in the construction of buildings in the Said Land and for which purpose have proposed to amend/modify/revise the said Approved Plans, and obtain sanction and approval for the same from the Said local authority and/or any other concerned authority and to carry out further construction accordingly. In such amendment/revision /modification of the Approved Plans,

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Promoters

Purchaser/s

the Promoter may have to change number of their floors and/or to make additional, vertical or horizontal extensions to the buildings proposed as per the said Approved Plans and may also have to relocate or change the Recreational Areas, Recreational Gardens, Internal Roads/Pathways, Open Spaces, Other Facilities and Amenities etc..

LL) The Promoter hereto while obtaining sanction to the said Approved Plans from the concerned Authorities have paid scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premiums etc.;

MM) While sanctioning the said Approved Plans, said local authority has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said property and constructing building on the said property and upon due observance and performance of which only, the Completion and Occupation Certificates in respect of the buildings shall be granted by the said local authority;

NN) From the facts and circumstances stated above, the Promoter has become entitled to develop the said property by constructing buildings thereon as per said Approved Plans and said Commencement Certificate and/or with Amendment/ Revision thereto in the manner as stated herein and to sell Flats/Residential Premises etc. from the buildings to be constructed on the said land, to third party purchasers on ownership basis or to give such premises to third parties on any other terms and conditions deemed fit and proper by Promoter and also to make, sign, execute any Agreements, deeds, documents, instruments in that behalf and have them registered as per provisions of law;

OO) The Promoter hereto having obtained all the necessary permissions, sanctions and approval as aforesaid, have

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Promoters

Purchaser/s

demolished the said old buildings and commenced construction work of the new building/s on the said land, in accordance with the said Approved Plans;

PP) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of the documents of title relating to the said property referred to hereinabove and also of the said Approved Plans and Said Commencement Certificate and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016(hereinafter referred to as "THE RERA") and the rules and regulations made there under (hereinafter collectively referred to as "Said documents, permissions and sanctions");

QQ) The Promoter has shown and disclosed to the Purchaser the said Approved Plans and said Commencement Certificate as well as proposed plan and the Promoter has made the Purchaser aware that, the Promoter shall submit revised/modified/amended plan to the said local authority, to carry out additional construction with use of additional FSI/TDR that is available to the Promoter as per present development rules and regulations;

RR) Being satisfied with the inspection of the said documents, permissions and sanctions, the Purchaser applied to the Promoter for allotment to him/her/them of a Residential Premises bearing No.\_\_\_\_\_, having area \_\_\_\_\_sq.ft. carpet on \_\_\_\_\_floor of the Building "**HIGHLAND SKY TOWERS A BUILDING**" in the Complex to be known as "**HIGHLAND SKY TOWERS**" now under construction on the said property (hereinafter referred to as the **Said Premises**); a floor plan whereof is annexed hereto marked **Annexure-F** and which is more particularly described in the **SECOND SCHEDULE** hereunder written on ownership basis.

SS) 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

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Promoters

Purchaser/s

applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

TT) The Promoter has registered the Second Phase of the Project which is defined hereunder, under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority under no. \_\_\_\_\_ and the copy of Certificate is annexed hereto and marked as “**Annexure-G**”;

UU) Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for Sale of the said Premises to the Purchaser being in fact these presents and also to get registered the said Agreement under the provisions of the Registration Act, 1908;

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

**1) DEFINITIONS AND PRINCIPLES OF INTERPRETATION AND CONSTRUCTION**

**Definitions:**

In this Agreement, the terms used herein shall have the following meanings save otherwise provided;

- i. “**COMPLEX/PROJECT**” means and include buildings comprising of residential cum commercial premises being constructed/to be constructed on the said land, more as described in the First Schedule hereunder and popularly known/to be known as “**HIGHLAND SKY TOWERS**” which consist of two buildings horizontally connected at the base/lower level and having Basement, Ground Floor, 1<sup>st</sup> Floor (Commercial/Podium), 2<sup>nd</sup> level to 5<sup>th</sup> level Podium in that connected area, and common areas and facilities, and the land appurtenant thereto as shown in the Approved

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Promoters

Purchaser/s

plans sanctioned by the said local authority with its further amendments and/or modifications and/or variations as may be considered necessary by Promoter and approved by the Local Authority.

- ii. **“HIGHLAND SKY ARCADE”** means and include entire Commercial part of the complex popularly known/to be known as **“HIGHLAND SKY TOWERS”** being constructed/to be constructed on the Said land and which is depicted as ‘Commercial Part’ comprising of Basement (Part) + Gr. Floor (Part) + 1<sup>st</sup> Floor (Part) (Commercial) in the Approved Plans with its further amendments and/or modifications and/or variations as may be considered necessary by Promoter and approved by the Local Authority.
- iii. **“HIGHLAND SKY TOWERS A BUILDING”** means and includes Building no. A comprising of Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) + 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor (Residential) to 41<sup>st</sup>Floor (Part) (Residential) forming part of the complex popularly known/to be known as **“HIGHLAND SKY TOWERS”** being constructed/to be constructed on the Said land and which is depicted as ‘Building No. A’ in the approved plans with its further amendments and/or modifications and/or variations as may be considered necessary by Promoter and approved by the Local Authority.
- iv. **“HIGHLAND SKY TOWER DAMANI B BUILDING”** means and include Building no. B comprising of Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) + 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor (Residential) to 25<sup>th</sup> Floor(Residential) forming part of the complex popularly known/to be known as **“HIGHLAND SKY TOWERS”** being constructed/to be constructed on the said land and which is depicted as ‘Building No. B’ in the approved plans with its further amendments and/or

modifications and/or variations as may be considered necessary by Promoter and approved by the Local Authority.

- v. **"FIRST PHASE"** for the purpose of RERA Act means and includes construction of Basement + Gr. Floor + 1<sup>st</sup>Floor (Commercial/Podium) which covers entire Commercial part of the complex popularly known/to be known as **"HIGHLAND SKY ARCADE"** being constructed/to be constructed on the said land, as depicted in the approved plans.
- vi. **"SECOND PHASE"** for the purpose of RERA Act means and includes construction of 2<sup>nd</sup>Podium to 5<sup>th</sup> Podium + 6<sup>th</sup> Podium/Stilt of the complex and further construction of 1<sup>st</sup> floor (Residential) to 41<sup>st</sup>Floor (Residential) of the Building no. A as depicted in the approved plans and which is named as **"HIGHLAND SKY TOWERS A BUILDING"** in the sale plan of the promoter of the complex popularly known/to be known as **"HIGHLAND SKY TOWERS"** being constructed/to be constructed on the said land. However, if said approved plans is revised and amended in due course so as to use, consume and utilize the entire balance and future FSI, Premium FSI, Ancillary FSI, FSI on dilapidated status, Green Building Incentive FSI, permissible TDR/DR, FSI/TDR based on IRDP in respect of the said land and/or arising out of said old buildings and then construction in the form of additional floors of the Building No. A shall be included in the second phase. **This phase is the subject matter of this Agreement.**
- vii. **"THIRD PHASE"** for the purpose of RERA Act means and includes construction of 1<sup>st</sup> floor (Residential) to 25<sup>th</sup>Floor(Residential) of the Building no. B as depicted in the approved plans and which is named as **"HIGHLAND SKY TOWER DAMANI B BUILDING"** in the sale plan of the

promoter of the complex popularly known/to be known as **“HIGHLAND SKY TOWERS”** being constructed/to be constructed on the said land. However, if said approved plans is revised and amended in due course so as to use, consume and utilize the entire balance and future FSI, Premium FSI, Ancillary FSI, FSI on dilapidated status, Green Building Incentive FSI, permissible TDR/DR , FSI/TDR based on IRDP in respect of the said land and/or arising out of said old buildings and then construction in the form of additional floors of the Building No. B shall be included in the Third phase.

- viii. **“SAID BUILDING”** means a Building comprising of Gr. Floor (Part) + 1<sup>st</sup> Floor (Part) (Podium) + 2<sup>nd</sup> Podium to 5<sup>th</sup> Podium + 6<sup>th</sup> Podium/Stilt of the complex + 1<sup>st</sup> floor (Residential) to 41<sup>st</sup> Floor (Residential) of the complex popularly known/to be known as **“HIGHLAND SKY TOWERS”** being constructed/to be constructed on the said land and which is depicted as ‘Building no. A’ in the Approved Plans and which is named as building **“HIGHLAND SKY TOWERS A BUILDING”** in the sale plan of the Promoter.

## 2. **PROMOTER TO CONSTRUCT BUILDING:**

The Promoter shall construct a Residential Cum Commercial complex to be known as **“HIGHLAND SKY TOWERS”** or by such other name as the Promoter in its sole discretion may decide, on the said land, in accordance with the said approved plans of the said local authority and which have been inspected and accepted by the Purchaser, and/or its further amendments and/or modifications and/or variations as may be considered necessary by Promoter and approved by the Local Authority.

**Provided** that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications

which may adversely affect the said premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

3. **DISCLOSURES MADE BY THE PROMOTER AND ACCEPTED AS BINDING BY THE PURCHASER:**

NOTWITHSTANDING anything to the contrary contained elsewhere in this Agreement, during the course of negotiations and deliberations, the Promoter has explained to the Purchaser and the Purchaser has irrevocably accepted as binding on him/her/them and/or anybody claiming through or under him/her/them as follows :-

A) The Promoter has disclosed and made available to the Purchaser all the documents and plans as referred to hereinabove and after going through the relevant documents and plans, the Purchaser has ascertained to his/her/their satisfaction and has accepted as binding upon him/her/their that :

a) The Promoter has disclosed and the Purchaser is aware that as per the development plan, the land admeasuring 557.45 sq.mtrs. or thereabout, out of the said land is reserved for 9.00 meter Wide Development Plan Road and the land admeasuring 3418.76 sq. mtrs. or thereabout out of the said land is reserved for 24.00 meter Wide Development Plan Road.

b) As such, the Promoter is required to handover the possession of portion of land admeasuring 557.45 sq. mtrs. or thereabout and land admeasuring 3418.76 sq. mtrs. or thereabout out of the said land, totally admeasuring 3976.21 sq. mtrs. or thereabout out of the said land to said local authority.

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- c) By a Deed of Transfer dated 30<sup>th</sup> March 2021 executed by the Promoter in favour of said local authority which is duly registered with the office of the Sub Registrar Thane-12 on 30.03.2021 under document no. TNN12-4431-2021, the Promoter has granted, released, transferred and conveyed the area admeasuring 557.45 sq. mtrs. or thereabout and area admeasuring 3418.76 sq. mtrs. or thereabout out of the said land, unto the said local authority.
- d) As per the prevailing development rules and regulations, the Promoter is entitled to and thus received the FSI/TDR/DR of 5806.71 Sq. Mtrs. in respect of portion of land admeasuring 3976.21 sq. mtrs. or thereabout out of the said land under reservation which will be handed over to said local authority.
- e) It is expressly made clear to the Purchaser that land admeasuring 3976.21 sq. mtrs. or thereabout out of the said land is not available for transfer to Society, Company or Association and the same is to be handed over to the said local authority. As such neither the Purchaser hereto nor any of the purchasers of the flats, shops and office premises in the buildings to be constructed in the said land nor Society, Company or Association of such purchasers shall have any right, title, claim or interest whatsoever in respect of the said Area under D. P. Roads.
- f) As per prevailing development rules and regulation, the TDR/DR available to any property is linked with width of the road abutting such land. Since the said property is touching and abutting to the Old Bombay Agra Road having 24 Meter width, the Promoter is entitled to consume the TDR/DR to the extent of 1.15 of the Net area of said land which TDR/DR comes to approximately 14479.71 Sq. Mtrs.. The Promoter has proposed to use and consume FSI/TDR/DR of 5806.71 Sq. Mtrs.

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generated out of handing over of land admeasuring 3976.21 sq. mtrs. or thereabout out of the said land to said local authority by utilizing/consuming the same on the said land. Furthermore, Promoter is also entitled to consume the additional FSI to the extent of 0.50 of the Net Plot area i.e. 6295.53 Sq. Mtrs. on payment of premium to the said local authority.

- g) Since Old Bombay Agra Road abutting to the said property is busy road having heavy traffic at any given time and considering the traffic congestion on the said road in future, said local authority is desirous of widening the said road by six meters under the scheme of Integrated Road Development Project (IRDP) and for which said local authority plans to acquire stripe of 3 meter of land from both sides of said road by private treaty. In lieu of such acquisition, said local authority proposes to grant TDR/DR to such property owners as per prevailing development rules and regulation based on the width of the road abutting the property. The Local Authority i.e. Thane Municipal Corporation have shown its willingness to broaden the present D.P. Road of 24 mtrs. after IRDP remark. and there is all possibility that the Promoter may require to handover/surrender stripe of 3 meter land touching to Old Bombay Agra Road out of said land, to the said local authority in near future for genuine public cause. Anticipating the acquisition of stripe of 3 meter land out of said land by the said local authority in this way and in order to thereafter avoid any hindrance in the development work, the Promoter has already kept in reserve three meters additional open space/margin than required facing Old Bombay Agra Road and thereby ensured that the requirement of open space/margin as per development rules and regulation after acquisition of stripe of 3 meter land out of said land, would be fulfilled and complied with. After the acquisition of stripe of 3

meter of land from both sides of said road, Old Bombay Agra Road will become a road having 30 Meter width; in consequence thereof the Promoter will get the TDR/DR to the extent of 1.40 of the Net area of said land instead of 1.15 of the Net area of said land which Promoter is getting now. In such eventuality, the Promoter will be entitled to use and consume TDR/DR of 17627.48 Sq. Mtrs., which is 3147.76 Sq. Mtrs. more than what Promoter is getting now. The Promoter will be entitled to utilize such additional FSI/TDR/DR of 3147.76 Sq. Mts. generated out of handing over the stripe of 3 meter land out of said land to the said local authority, either by utilizing/consuming the same on the said land or some other properties or by sale in open market.

h) The Promoter has disclosed that the Floor Space Index in the form of TDR and premium FSI are yet to be purchased and utilised by the Promoter on the said land in the said Project which Promoter shall use, utilize and consume in near future.

i) As per the prevailing development rules and regulation pertaining to FSI on the dilapidated building/s, the Promoter is entitled to use and consume maximum 0.10 FSI on the net area of said land which comes to approximately 808.75 Sq.Mtrs. However, State Government now intends to relax the cap of 0.10 FSI on the dilapidated building and likely to grant maximum 0.30 FSI on the net plot area as FSI on the dilapidated building/s, resulting into Promoter being allowed/permitted to use, utilize and consume additional FSI on the said land. In such eventuality, the Promoter will be able to additionally use and consume FSI to the extent of 1617.50 Sq. Mtrs. (excluding FSI of 808.75 Sq. Mtrs. presently available). The Promoter has proposed to use and consume said additional FSI of 1617.50 Sq. Mtrs.

that would probably become available in future, on the said land by constructing additional Floors on the Building 'A' (Highland Sky Towers) and/or Building 'B' (Highland Sky Tower Damani 'B' Building) of the complex, on the sole discretion of the Promoter and for which purposes to amend/modify/revise the said Approved Plans, and obtain sanction and approval for the same from the said local authority. On sanction and approval of the proposed amendment/modification of the said Approved Plans by the said local authority, the Promoter shall be permitted to construct additional floors to the Building No. 'A' (Highland Sky Towers) and/or Building No. 'B'(Highland Sky Tower Damani B Building) of the complex and in that eventuality the Building No. 'A'(Highland Sky Towers) will become a building comprising of Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) + 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor (Residential) to 44<sup>th</sup>Floor (Part) (Residential) and/or Building No. 'B'(Highland Sky Tower Damani B Building) will become a building comprising of Gr. Floor (Part) + 1<sup>st</sup> Podium (Part) + 6<sup>th</sup> Podium/Stilt (Part)+ 1<sup>st</sup> floor (Residential) to 26<sup>th</sup> Floor(Residential). The copies of the revised layout and plan proposed to be submitted to said corporation for its sanction and approval, is hereto annexed and marked as "**Annexure-H**". The Promoter has, by anticipating proposed increase in FSI on the dilapidated status of building, prepared R.C.C. design in such manner so that it could easily bear load of additional floors.

- j) In such an eventuality, the said Approved Plans would stand revised to the extent and for the purpose as aforesaid and the Promoter on obtaining sanction and approval to such revised plans shall continue and carry out work of construction of buildings and/or additional floors to the buildings under construction on the Said land

as per such revised approved plans. The Purchaser is specifically made aware in these regards keeping in view the provisions of the RERA.

- k) The Purchaser has seen and inspected such revised plan and proposed plan and understood the same and they have absolutely no objection whatsoever in respect thereof and the Promoter continuing and carrying out work of construction of additional floors to the buildings on the said land as per such revised, proposed and approved plan. The Purchaser does hereby declare and confirm that he/she/they have fully understood the aforesaid information given by the Promoter and he/she/they is/are fully satisfied about the same and he/she/they have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they doth hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the said property. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.

- l) The Promoter further shall also be entitled to consume balance TDR and/or additional TDR and/or balance FSI now available or which may hereafter become available under D.C. Rules or by reason of any special concession being granted by said local authority, State or Central

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Govt., or any other Authorities (including FSI available in lieu of the setback etc.) by constructing additional Floors on the Building No. A (Highland Sky Towers) and/or Building No. B (Highland Sky Tower Damani B Building) under construction on the said land.

- m) The Purchaser has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the entire balance TDR and premium FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- n) If any change is required to be made in the scheme of Development of said Property, then and in that case, the Promoter shall be entitled at its sole discretion, to make such changes and variations in the scheme of development of said Property without requiring to obtaining any consent and/or concurrence from the Purchaser.
- o) Purchaser is aware that, under the prevailing law, rules and regulations, the Promoter shall not be entitled to make any change or variation only in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. SAVE AND EXCEPT THE AFORESAID RESTRICTION, the Promoter shall otherwise be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the plans and layout of the Said Property; to subdivide the Said land or to amalgamate the said land with any adjoining property. The Promoter further is at liberty to make the changes, modifications and amendments in the said approved plans after approval of the same from the said Local Authority. It is specifically agreed and

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understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser/s hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. This consent shall be considered to be the Purchaser consent contemplated by under the RERA.

- p) Under the present Agreement, Promoter has agreed to sell and transfer only the said Premises and nothing further.
- q) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Society or Common Organization.

**B) PROMOTER' RIGHT TO AMALGAMATE THE SURROUNDING PROPERTIES WITH SAID PROPERTY AND TO MAKE CHANGES, MODIFICATIONS AND AMENDMENTS IN LAYOUT AND BUILDING PLANS :**

- a) It is specifically made it clear by the Promoter to the Purchaser that the Promoter also intends to purchase and/or acquire the development rights of certain piece and parcel of properties which are also adjacent to the said property which are described hereunder and that after acquiring the rights in the respect of the said surrounding properties or any of them together with entire development potentials of the such acquired properties from said surrounding properties by the

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Promoters

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Promoter(hereinafter collectively referred to as “Surrounding properties”), the Promoter is, at its discretion, likely to amalgamate, such acquired surrounding properties with said property. The plan at "**Annexure-I**" also gives details of the City Survey number and location of the lands forming the surrounding properties.

**Description of all that piece and parcel of the Adjoining Lands:-**

| Sr. No. | Name of the owners   | CTS numbers              | Area (Sq.Mtrs.) |
|---------|--|--------------------------|-----------------|
| 1.      | Balsunder Co-operative Housing Society Ltd.                                  | 60/A, 64, 70, 71B, 74A/2 | 3171.06         |
| 2.      | Ramanlal Harilal Thanawala & Ors.  | 16A +50C +1A(pt)         | 320.63          |
| 3.      | Barkha Bahar Co.op. Hsg. Soc. Ltd.   | 60B                      | 380.45          |
| 4.      | Surajratan Fatehchand Damani Janhit Nidhi (Sita Vihar Co.op. Hsg. Soc. Ltd.) | 47 and 63                | 8071.00         |
| 5.      | Kiran/Deepak/Ramesh Kadam  | 62/1 to 62/9             | 1073.58         |
| 6.      | Bhagwan Hall   | -----                    | -----           |
| 7.      | Ashok M. Koli & Ors. (Nandini Niwas)   | 68                       | 1039.30         |

- b) The Promoter has specifically informed and represented to the Purchaser/s that the promoter will prepare the designs, specification, plans etc. of the amalgamation of the said surrounding properties with said property and will submit the Revised and Amended Plans in respect of development of the amalgamated properties comprising of said surrounding properties/property and said property, to the said local authority for its sanction and approval as and when the

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acquisition of the said surrounding properties will be completed. The copies of the revised layout and plan proposed to be submitted to said corporation for its sanction and approval, is hereto annexed and marked as "**Annexure-J**".

- c) The Promoter has specifically informed and represented to the Purchaser/s that by amalgamation of the said surrounding properties with said property the Promoter shall be entitled to carry out the construction on the amalgamated properties comprising of said surrounding properties and said property by using, consuming and utilizing entire FSI of the said surrounding properties including FSI on dilapidated status and also by using, consuming and utilizing entire potential TDR/DR, Ancillary FSI and Premium F.S.I. in respect of the said surrounding properties and said property after obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions of RERA and the Rules made thereunder.
- d) The Promoter has shown and disclosed such proposed Revised and Amended Plans of amalgamation of the said surrounding properties with said property and said Adjoining Lands A in the layout of the said larger land to the Purchaser.
- e) In case of amalgamation as stated above, promoter be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to amalgamate said surrounding properties with said property and to get amended, revised, modified and/or re-designed from time to time the layout and building plans of the proposed buildings in such manner so that flat purchasers from building to be constructed on the said surrounding properties, shall be entitled to all benefits, amenities, facilities etc. available to the purchasers from building to be constructed on the said property.

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- f) The Purchaser do hereby declares and confirms that they have fully understood the above said information given by the Promoter about amalgamation of the said surrounding properties with said property and they are fully satisfied about the same and they have no disputes, doubts, claims or demands whatsoever in respect thereof and they do hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the said HIGHLAND SKY TOWERS project.
- g) Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser for amalgamation of the said surrounding properties with said property, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. The Purchaser do hereby declares and confirms that this consent shall be considered to be the Purchaser consent contemplated by under The RERA.
- h) Likewise, if any change is required to be made in the scheme of said property, then and in that case, the Promoter shall be entitled at its sole discretion, to make such changes and variations in the scheme of development of said property without requiring to obtaining any consent and/or concurrence from the Purchaser.
- i) The Promoter shall have absolute and unrestricted rights, to put fresh plans and/or Revise Plans and/or Specifications or otherwise including the change in height and location of the buildings; the size and location of the open spaces including the amenity space and development of recreation area, for

development of the said property, but without reducing the area of the said Premises and the Purchaser shall not to raise any disputes or objection for the same.

The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications and/or variations as aforesaid.

Likewise, if any further change is required to be made in the scheme of Development of said Property, change the layout and internal arrangement of the open spaces and open areas and to make any other changes whatsoever in the planning of the entire complex, then and in that case, the Promoter shall be entitled, at its sole discretion, to make such changes and variations in the scheme of development of said Property without requiring to obtaining any consent and/or concurrence from the Purchaser and the discretion of the Promoter shall be conclusive and binding upon the Purchaser.

- j) After amalgamation of the said surrounding properties with said property and on procuring amended, revised, modified and/or re-designed layout and building plans of the proposed building to be constructed on the amalgamated property, the Promoter will enter into a Supplementary Agreement and/or such other Agreement as may deem fit by the Promoter, with the Purchaser in order to bring the subsequent development of amalgamation of the said surrounding properties with said property and other consequential changes in the layout on record and to the knowledge of the Purchaser. Pending amalgamation as stated above, this agreement being executed by the Promoter entirely at the request of the Purchaser with a mutual and clear understanding between the parties hereto to enter into a Supplementary Agreement and/or such other Agreement as may deem fit by the Promoter after amalgamation of the said surrounding properties with said property as stated above is done by the Promoter.

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- k) The right of Promoter to amalgamate said surrounding properties with said property as stated above and to thereafter get the layout and building plans of the proposed building sanctioned, amended, revised, modified and/or re-designed without requiring to obtain any further consent or concurrence from the Purchaser, is also the essence of this Agreement.
- l) The Purchaser is aware that, under the prevailing law, rules and regulations, the Promoter shall not be entitled to make any change or variation only in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. SAVE AND EXCEPT THE AFORESAID RESTRICTION, the Promoter shall otherwise be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the layout of the Said Property; to amalgamate the said surrounding properties with said property as stated above. The Promoter further is at liberty to make the changes, modifications and amendments in the said approved plans of the said Property after approval of the same from the said Local Authority. The Promoter further is entitled to change the layout and internal arrangement of the open spaces and open areas and to make any other changes whatsoever in the planning of the entire complex. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.
4. The Purchaser does hereby declare and confirm that he/she/they has/have seen and inspected all the documents referred to

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hereinbefore and all other documents prescribed under the provisions of RERA and Rules made thereunder including the said Approved Plans and the said Commencement Certificates and the revised / amended plans proposed to be submitted by the Promoter as stated above and all other approvals, permissions with regard to development of the said property and has also verified all the information given and representations made by the Promoter as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no doubts, disputes, claims, requisitions, whatsoever in that behalf. The Purchaser does hereby state and confirm that he/she/they has/have no objection and he/she/they does/do hereby give his/her/their free and willing consent for development of the said property in the manner proposed by the Promoter and as stated in the in this agreement.

**5. AGREEMENT FOR SALE OF PREMISES:**

The parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.

- a) Subject to the rights and privileges of the Promoter and subject to the disclosure made by the Promoter as stated hereinabove and elsewhere in this agreement and subject to the terms and conditions to be observed and complied by the Purchaser, the Promoter hereby agree to sell and the Purchaser by irrevocably and unconditionally accepting the rights and privileges of the Promoter and disclosure made by the Promoter as stated herein above and elsewhere in this Agreement, agrees to purchase from the Promoter, the said premises being Residential Premises bearing No.\_\_\_\_\_, having area \_\_\_\_\_ sq. ft. RERA CARPET on \_\_\_\_\_ floor of the Building "**HIGHLAND SKY TOWERS A BUILDING**" in the

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Complex to be known as **“Highland Sky Towers”** and presently under construction on the said property and shown with Red Colour boundary on the Floor plan thereof annexed hereto and marked as **ANNEXURE “F”**, more particularly described in the Second Schedule written hereunder as per the Said Approved Plans seen and approved by the Purchaser and/or its further amendments and/or modifications and/or variations as aforesaid for the price consideration of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only) 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 Third Schedule annexed herewith.

b) The total aggregate consideration amount for the said premises including garage/covered parking spaces is thus Rs. \_\_\_\_\_/-

c) The Purchaser has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee in the following manner:

i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Vide Cheque No. \_\_\_\_\_ dated . \_\_\_\_\_ drawn on \_\_\_\_\_.

ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Vide Cheque No. \_\_\_\_\_ dated . \_\_\_\_\_ drawn on \_\_\_\_\_.

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The Purchaser hereby agrees to pay to the promoter the entire consideration amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per the progress of work of the building as under:-

|     |             |            |   |
|-----|-------------|------------|---|
| (a) | Rs. _____/- | <b>10%</b> | Paid on or before execution of this agreement                                     |
| (b) | Rs. _____/- | <b>20%</b> | (Rupees _____ Only) within 15 days of Registration of this Agreement.             |
| (c) | Rs. _____/- | <b>15%</b> | Rupees _____ Only) on completion of plinth  |
| (d) | Rs. _____/- | <b>%</b>   | Rupees _____ Only) on completion of 1 <sup>st</sup> slab.                         |
| (e) | Rs. _____/- | <b>%</b>   | (Rupees _____ Only) on completion of 2 <sup>nd</sup> slab.                        |
| (f) | Rs. _____/- | <b>%</b>   | (Rupees _____ Only) On Completion of Internal Walls & Plaster                     |
| (g) | Rs. _____/- | <b>%</b>   | (Rupees _____ Only) On Completion of Internal Plaster, Floorings, Doors & Windows |
| (h) | Rs. _____/- | <b>%</b>   | (Rupees _____ Only) On Completion of External Plaster                             |
| (i) | Rs. _____/- | <b>%</b>   | (Rupees _____ Only) On Completion of Entrance Lobby                               |
| (j) | Rs. _____/- | <b>%</b>   | (Rupees _____ Only) On Completion of Electrical Works                             |

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|              |             |             |  |
|--------------|-------------|-------------|--|
| (k)          | Rs. _____/- | %           | (Rupees _____ Only) On Completion of Paving & Other Requirements |
| (l)          | Rs. _____/- | %           | (Rupees _____ Only) On Completion of All Other Requirements      |
| (m)          | Rs. _____/- | %           | (Rupees _____ Only) On Possession of the said premises           |
| <b>Total</b> | Rs. _____/- | <b>100%</b> | <b>(Rupees _____ Only).</b>                                      |

- (d) The Purchaser is aware that car parking space which forms part of the common area cannot be sold by the Promoter. However, in order to expedite the process and instead of the Society allotting car parking spaces at a later date, for their convenience, the Purchaser has requested the Promoter to allot a car parking space in the basement of the said building forming part of common area. The Purchaser is aware that other prospective Purchasers will also be allotted car parking spaces forming part of common area as being allotted to the Purchaser herein and the Purchaser unconditionally agrees to accept the same without any demur and not raise any dispute/objection regarding the same.

The Promoter shall grant to the Purchaser an exclusive right to use \_\_\_\_\_ parking slot for parking of \_\_\_\_\_ car as incidental to acquisition of the said premises by the Purchaser. Such grant of car parking right does not entitle the Purchaser to be the Owner of the said car parking space. The Promoter shall earmark the said car parking space at the time of handing of possession of the said premises to the Purchaser. The Purchaser shall park his/her/their cars only at the Parking Space bearing no. \_\_\_\_\_ situated on \_\_\_\_\_ level so earmarked as "**Annexure-L**".

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Promoters

Purchaser/s

It is agreed between the parties that the car parking space is only an allotment and not a sale. The Purchaser is aware that the allotment of the car parking space forming part of common area, will be governed by the rules and regulations of the Society in which, all the purchasers of the flats in the building shall be admitted pursuant to requisite application being made. Since the car parking space is being allotted as per the request of the Purchaser, the Purchaser hereby unconditionally agrees not to raise any claim or dispute with respect to the same at any time. The Purchaser undertakes to pass/get consent to the passing of a resolution in the Annual General Meeting of the Society wherein the Society and its members jointly/severally will unconditionally agree not to raise any dispute / claim against the Promoter with respect to the allotment of the car parking space forming part of common area. The Purchaser further hereby indemnifies and keep the Promoter indemnified forever with respect to any loss, harm, prejudice caused to the Promoter in the event action/claim/dispute is sought by the Society /members/Purchaser against the Promoter.

- e) The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST) or any other taxes of the Central Government, State Government or any other local body/authority) in connection with or arising out of the present transaction of sell of said premises by the Promoter to the Purchaser and/or consideration paid/to be paid by the Purchaser to the Promoter. The Purchaser undertakes to bear and pay or reimburse to the Promoter, as the case may be, the amount of Goods Service Tax (GST) or any other taxes paid or to be paid by the Promoter to the Central Government, State Government and/or any other local body/authority, immediately on demand being made by the Promoter in this regard or on the date on which they become due and payable, whichever is earlier.

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Promoters

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- (f) 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 demand on the Purchaser 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 beings issued to the Purchaser, which shall only be applicable on subsequent payments.
- (g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Investor after the construction of the said 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 per cent. The total price payable for the carpet shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within forty-five days with interest rate of 2% p.a. above the marginal cost of lending rate of the State Bank of India, from the date when such excess was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoter shall demand additional amount from the Purchaser 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 5(a) of this Agreement
- (h) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust

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his/her/their payments in any manner. It is clarified and the Purchaser accords his/her/their irrevocable consent to the Promoter to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner;

- (i) Firstly towards any cheque bounce charges in case of dishonour of cheque and any other administrative expense incurred by the Promoter.
  - (ii) Secondly towards interest as on date of delayed payments.
  - (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser under this Agreement.
  - (iv) Fourthly towards outstanding dues including Purchase Price and other amounts payable by the Purchaser.
- (i) The Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1 % or whichever is applicable, of the consideration including the amount of taxes, if any, while making payment to/crediting the account of the Promoter under this Agreement. The amounts so deducted by the Purchaser are required to be paid to the Income Tax Authorities on or before the last day of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the purchaser electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the date available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No.26AS of the Promoter. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be

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an assesses-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS.

- (i) The Purchaser shall, before taking the possession of the said premises, take the inspection of the Said Premises with the help of technical assistance and shall execute a Declaration and Undertaking to confirm that :-
- i) The construction of the Said Premises and the Highland Sky Arcade Building in which the Said Premises is as per the Sanctioned plans;
  - ii) The quality and material used in the construction of the Said Premises and the Highland Sky Arcade Building in which Said Premises is situated is of satisfactory standard and that Purchaser has no objection or grievance in respect thereof;
  - iii) The Purchaser has inspected the amenities provided in the Said Premises and infrastructure provided in the Highland Sky Arcade Building and has satisfied that the same are as per the description, quality and quantity and that Purchaser has no objection or grievance in respect thereof;
- (j) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents such as declaration /s, letter/s, affidavit/s etc. to be executed by the Purchaser at the time of handing over of the possession of the said Premises and the Purchaser has approved the drafts of the same. The Purchaser undertakes to sign and execute all the aforesaid documents as and when demanded by the Promoter without any demur.

## 6. CONDITION PRECEDENT TO SALE

- i) a) As per the approved plans, the Building 'A' (Highland Sky Towers & Highland Sky Arcade) and Building 'B' (Highland Sky Tower Damani B Building) horizontally connected at the base/lower

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level, are permitted to be constructed on the said land. The commercial part, basement and the podium parking of the complex are situated in the said connected part of Building 'A' (Highland Sky Towers & Highland Sky Arcade) and Building 'B' (Highland Sky Tower Damani B Building). Most of the parking of the complex is situated in the basement and podiums of the complex. The layout and plans of the project are prepared and finalized in such a way that the parking available in the project can, easily and without any difficulty, be divided between Flats/Residential Premises owners/buyers and the Shop/Commercial Office owners/buyers.

- b) As can be seen from the approved plans, the basement parking would be very convenient for shop/commercial offices owners/buyers and they can make better use of it. The lift/elevator facility provided in the basement is only accessible for commercial part of the complex and its operation is restricted to commercial part of the complex. The lift/elevator in the basement does not have an access to any of the residential buildings of the complex. The Flats/Residential Premises owners/buyers cannot have access to their respective residential building from the lift/elevator provided in the basement. Thus, using a parking in the basement would be inconvenient than beneficial for the Flats/Residential Premises /premises owners/buyers from the complex.
- c) Likewise, podiums parking which is comprising of 1<sup>st</sup> level (Part) + 2<sup>nd</sup> level to 5<sup>th</sup> level+ 6<sup>th</sup> level (Stilts) in the complex would be more convenient for

Flats/Residential Premises owners/buyers of the complex and they can make better use of it. The first floor (Commercial/podium) of the complex is divided into two parts, one part is consisting of commercial offices and the other part is reserved as podium parking. These two parts are independent and separated by a permanent common wall. The lift/elevator facilities provided in the podiums are only accessible to the residential buildings of the complex and its operations are restricted to residential buildings of the complex. The shop/commercial offices owners/buyers cannot have access to their respective Shop/commercial offices from the lift/elevator provided in the podium/s. Thus, using a parking in the podiums would be inconvenient than beneficial for the shop/commercial offices owners/buyers from the complex.

- d) Considering, all these aspects of the complex and further considering possible future dispute and disagreement over allocation of parking between Flats/Residential Premises owners/buyers and Shop/Commercial Office owners/buyers and even between the Flats/Residential Premises buyers inter-se from two different buildings viz. Highland Sky Towers and Highland Sky Tower Damani B Building, the Promoter has, with the help of experts, divided the parking of the project between the owners/buyers from Highland Sky Arcade, Highland Sky Towers and Highland Sky Tower Damani B Building by taking into consideration their respective need, statutory requirements and convenience and on site constraints.

e) The Promoter has decided that save and except the basement parking, no parking area would be available to shop/commercial owners/buyers from 'Highland Sky Arcade' Building anywhere else in the complex and they would not have any right to claim so. The shop/commercial owners/buyers from '**Highland Sky Arcade**' Building shall have exclusive rights of parking in the basement, to the exclusion of flats/Residential Premises owners/buyers from the complex. Similarly the purchasers of the Flats/Residential Premises owners/buyers from the Building 'A' (Highland Sky Towers) and Building 'B' (Highland Sky Tower Damani B Building) to be constructed on the said land shall not have any right in or upon the parking provided in the basement of the complex. However, flats/Residential Premises owners/buyers from the Building 'A' (Highland Sky Towers) and Building 'B' (Highland Sky Tower Damani B Building) will have exclusive rights of parking in the all podiums, open space, stilts of the project, to the exclusion of Shop/Commercial Office owners/buyers from the Highland Sky Arcade Building from the complex.

ii) The Promoter is required to provide parking spaces in the project as per the Unified DCR and the Promoter has accordingly provided parking in the project. In addition to the parking required as per the Unified DCR, the Promoter proposed to provide additional parking spaces in the project, thus giving the Promoter right to allot the extra parking spaces at their discretion. As per the Unified DCR which is applicable to Thane City, a certain amount for getting additional parking over and above required parking sanctioned from said local authority is

required to be paid to the said local authority. The Promoter will pay the said amount for additional parking and will not recover it from any of the purchaser from the project. Thus, additional parking will not be a common area and/o common amenities/ facilities of the project. The Promoter shall therefore be entitled to allot those additional parking to any shop/commercial premises/flat/residential owners/buyers of its project, upon the terms and conditions that Promoter deems fit and proper. However, the Promoter agrees and undertakes to observe and follow the procedures regarding the allotment of parking in the manner mentioned above.

- iii) Aforesaid two conditions mentioned in clause 6(i) and (ii) are the condition precedent to sale and the Promoter has made it abundantly clear to every purchaser of the Residential Premises and the Flat/Residential premises from the building/s constructed/to be constructed on the said land including the Purchaser herein that only if the Purchaser/s has his/her/their accord and concurrence to the aforesaid conditions and irrevocably accepts those conditions, the Promoter is ready and willing to enter into an agreement and not otherwise. This agreement being executed only because the Purchaser herein has irrevocably accepted and consented to the aforesaid conditions mentioned clause 6(i) and (ii) and assures and warrants the Promoter to strictly adhere to aforesaid conditions and shall never dispute, challenge or refuse to accept the aforesaid conditions or anyone of them on the ground whatsoever it may be. This is the essence of contract.

- 7.** Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the

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project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after procuring the occupancy certificate or the completion certificate of both, as the case may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her/them and meeting the other dues payable by him/her/them and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in clause 4 herein above.

8. The Purchaser shall pay the aforesaid installments on respective due dates strictly without any delay or default as time in respect thereof is made essence of the contract. The Promoter shall send the Demand Notice to the Purchaser at the address given by the Purchaser in this Agreement or by mail at the e-mail address provided by the Purchaser whenever such installments have become due and payable and the Purchaser shall be bound to pay the amount of the installments within eight days from receipt of such Demand Notice sent by Courier or Speed Post. In the event of the Purchaser making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoter shall be entitled to recover from the Purchaser and the Purchaser agrees to pay to the Promoter, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, for every on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.
9. Without prejudice to the right of the Promoter to charge interest in terms of clause 8 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing

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three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement. It is further agreed that on the Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under the this Agreement and under the law the Promoter shall be entitled at Promoter's sole discretion an option to terminate this Agreement.

PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoter after giving to the Purchaser 15 days prior notice in writing, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoter intend to terminate this Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then, upon expiry of the notice period this Agreement shall stand terminated without any further notice being required to be given or without any further act required to be performed by the Promoter.

It is further agreed that upon termination of this Agreement as provided herein, the Promoter shall, subject to deductions provided herein, refund to the Purchaser within a period of thirty days of the termination, the installments of the sale consideration of the Agreement which may till then have been paid by the Purchaser to the Promoter. The Promoter shall be entitled to deduct a sum equal to 10% of the total consideration amount as liquidated damages and an amount of Goods Service Tax (GST) or any other taxes till then paid by the Promoter and further amount of Goods Service Tax (GST) or any other taxes which till then become due and payable, though not paid, along with accrued

interest, fine, penalty etc, if any, thereon, from the amount so to be refunded to the Purchaser. The Promoter shall also be entitled to deduct an amount of brokerage charges, if any, paid by the Promoter and also an amount accumulated towards interest payable by the Purchaser on any default payment as per the terms of this agreement, from the amount to be refunded to the Purchaser. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement pending refund of the amount as aforesaid the Promoter shall be at liberty to dispose of and sell the said Premises to any third party at such price and on such terms and conditions as the Promoter may desire and think fit in Promoter's sole discretion without being requiring to obtain any consent from the Purchaser.

10. The fixtures and fittings with regards to the flooring and fittings and amenities like one or more lifts with particular brand, or price to be provided by the Promoter in the said building and the said premises as are set out in "**Annexure-M**" annexed hereto.
11. The Promoter shall give possession of the said Premises to the Purchaser on or before **December, 2026**. PROVIDED always that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises on or before the date, if the completion of the said Building in which the said Premises is situated is delayed on account of:-
  - a) Non- availability of steel, cement, other building materials, water or electric supply; or
  - b) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events, Pandemic situations, epidemic or quarantine restrictions and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession;
  - c) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body

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- or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- d) Economic downturn;
  - e) Any other eventuality which is beyond the control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry;
  - f) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers.
  - g) changes in any rules, regulation, bye-laws of various statutory bodies or authorities affecting the development of the project; or
  - h) delay in grant of any NOC/permission/license/connections for installation of any services, such as lifts, electricity and water connections and meters to the Project/ premises/road or completion certificate from appropriate authority; or
  - i) Delay in issue of the Part Occupation Certificate/ Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the development of the project, by the TMC or any other concerned authority.

In the event of the happening of any of the aforesaid events the period of possession shall automatically stand extended. Non payment of consideration and of other dues by the Purchaser and other Purchasers of premises in the building strictly as per time Schedule stipulated in their respective Agreements shall be construed as one of the circumstances beyond the control of Promoter.

If the Promoter fails or neglects to give possession of the said premises to the Purchaser on account of reasons beyond its control and of its agents as referred hereinabove, by the aforesaid

date or the date and if the Purchaser intends to withdraw from the project, then the Promoter shall be liable on demand, to refund to the Purchaser the amounts already received by them in respect of the said premises with interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank of India from the date Promoter received the sum till the entire amounts and interest thereon is repaid.

If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agree to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank of India, on all amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the said premises.

IT is agreed that upon refund of the said amount as stated hereinabove, the purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said land in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said premises to any person or party as the Promoter may desire at their absolute discretion.

- 12.** The Promoter, upon obtaining the part occupancy certificate from the said local authority/competent authority and on receipt of entire consideration and other sums from the Purchaser as per the agreement, shall offer in writing the possession of the said premises, to the Purchaser in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Phase.

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- 13.** The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter as per clause (12) to the Purchaser intimating that the said premises is ready for use and occupancy
14. Upon receiving a written intimation from the Promoter, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as required by the Promoter, and the Promoter shall give possession of the said premises to the Purchaser. In the case the Purchaser fails to take possession within the time provided in clause (12) such Purchaser shall continue to be liable to pay maintenance charges as applicable.
15. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said land and said 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 said land and building/s. Until the Society or limited Company is formed the said building is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchase shall pay to the Promoter such provisional monthly contribution of Rs. \_\_\_\_\_ per month towards the outgoings on or before 5th day of each month commencing from the date when possession of said Premises is offered to the Purchaser. The Purchaser shall not withhold the payment for any reason whatsoever. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said

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building in favour of the society or a limited company or conveyance of the said land in favour of the Apex Body, is executed. On such conveyance being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. So also the Purchaser undertakes to pay proportionate share of outgoing towards maintenance of the Club House regularly on or before 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever,

16. The Purchaser shall on or before taking delivery or possession of the said Premises keep deposited with the Promoter the following amounts, which shall stand adjusted towards each head of expenses once incurred by the Promoter and accounted to the Purchaser.

- i) Rs. \_\_\_\_\_ for share money, application entrance fee of the Society or limited Company/Federation/Apex body.
- ii) Rs. \_\_\_\_\_ for formation and registration of the Society or limited Company/Federation/Apex body.
- iii) Rs. \_\_\_\_\_ for proportionate share of taxes and other charges/levies in respect of the Society or limited Company/Federation/Apex body.
- iv) Rs. \_\_\_\_\_ for deposit towards provisional monthly contribution towards outgoings of the Society or limited Company/Federation/Apex body.
- v) Rs. \_\_\_\_\_ for Deposit towards Water, Electric and other utility and services connection charges.
- vi) Rs. \_\_\_\_\_ for deposits of electrical receiving and Sub-Station provided in layout.

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16. It is specifically agreed and understood that aforesaid amounts shall be paid by the Purchaser to the Promoter to defray the cost, expenses, charges etc. made and / or may be required to be incurred by the Promoter from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Purchaser shall be liable to pay the same when demanded. It is made clear and specific that the Promoter shall not be under obligation to maintain separate account in these regards, nor liable to give account thereof to the Purchaser/Investor hereto, nor the Purchaser shall be entitled to demand the same. The Purchaser shall, as and when demanded by the Promoter, pay additionally to the Promoter the Purchaser's share in respect of and / or on account of all or any of the items stated hereinbefore, which the Promoter at this stage is not in a position to specifically ascertain.
17. The Purchaser 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 in connection with formation of the said society, or limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
18. **PURCHASER'S OBLIGATION TO PAY GST AND OTHER TAXES ETC.**

The Purchaser agrees to pay to the Promoter in addition to the consideration and the amounts provided hereinabove, the following amounts:

- a) It is agreed between the Promoter and Purchaser that the Purchaser is liable to bear and pay the GST, interest and penalty (if any) payable in respect of the transaction of sale of the said premises between the Promoter and the Purchaser under this Agreement. The Purchaser do hereby agrees and

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confirms with the Promoter that along with other installments payable under this Agreement, the Purchaser will also pay pro rata amount or full amount towards GST as and when demand thereof is made by the Promoter along with interest and penalty, if any, as determined by the Promoter by Cheque/Pay Order drawn in favour of the Promoter or as may be directed by the Promoter without any delay or default. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

- b) The Purchaser hereby further agrees and confirms with the Promoter that if there is any additional liability over and above the amounts deposited and to be deposited by the Purchaser with Promoter towards payment of GST payable in respect of the transaction of sale of the said premises in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Purchaser upon being called upon to do so by the Promoter without any delay or default. The Purchaser further agrees and confirms that the aforesaid obligation to pay any further or other amounts towards the GST, interest and penalty by the Purchaser will be charged on the right, title, interest, claim and demand by the Purchaser in respect of the said premises agreed to be purchased by the Purchaser. The Purchaser agrees to indemnify and keep harmless the Promoter and their estates and effects against all claims, demands and dispute in respect of any liability of GST, interest of penalty payable and all other costs, charges, expenses and losses suffered or incurred by the Promoter and to reimburse to the Promoter all such sums, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.
- c) In addition to the agreed purchase price and other amounts specified in this agreement, the purchasers shall be liable to pay any Other Taxes, Rates, Cess, Charges etc., as and when may become payable on account of any Statutory Provisions,

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Orders, Notification etc. of the State or Central Government, Local Body, Local Authority etc. prevailing now and/or impose in future.

- d) The Purchaser hereby expressly agrees to pay/reimburse to the Promoter the liabilities/demand, if any, on account of service tax, works contract tax and/or any other taxes and levies as presently levied or may be levied from time to time by the Central and/or State Government and/or local authorities in respect of and/or pertaining to the said Building and/or the complex on pro-rata basis. Such payment/reimbursement shall be made by the Purchasers within 15 days from the receipt of intimation to that effect from the Promoter.

**19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

- i. The Promoter has clear and marketable title with respect to the said land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said 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 said 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 said land or Project except those disclosed in the title report;

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- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and said building 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, Said land and said building 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, said 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 Purchaser 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 premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement.
- ix. At the time of execution of conveyance deed of the structure to the association of Purchasers, the Promoter shall handover lawful, vacant and peaceful, physical possession of the common areas of the structure to the association of Purchasers.
- x. The Promoter has duly paid and shall continue to pay and discharge if any, undisputed governmental dues, rates,

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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.

- 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 said land and/or the Project except those disclosed in the title report.

20. The Promoter has informed the Purchaser/s and the Purchaser/s hereby agree, confirm and declare or otherwise empower, the Promoter as follows:

- A) Under the present Agreement, Promoter has given a bare permission, to the Purchaser/s, to enjoy the common facilities like Internal Roads, Garden, Recreation, Open Space or otherwise, of the said property, which, at the sole discretion of the Promoter, are liable to be shifted, cancelled and/or withdrawn, without giving any prior intimation and/or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or Transferees on these account
- B) The Promoter shall be entitled to amend, modify and/or vary the building Plans, and/or and also the Specifications in respect thereof, without reducing an area, of the said Premises.
- C) Under the present Agreement, Promoter has agreed to sell and transfer only the said Premises and nothing further.
- D) The Purchaser do hereby give his/her/their irrevocable consent and no objection to the Promoter for carrying out any such

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additional construction on the Terrace or otherwise in or upon any part of the said property. Contractors or Agents shall be entitled to enter upon or have access to the said Terraces or any part thereof, save and except for the limited purpose of attending to the Water Tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

- E) The Promoter shall be entitled to sell Premises in the said building/s for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes and such other purpose or purpose permitted under the law for the time being in force. The purchaser/s shall not object to use the Premise for such Purposes.
- F) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Society or Common Organization.
- G) Irrespective of disputes if any, which may arise between the Promoter and the Purchaser/s and/or the Society or Common Organization, all amounts contributions and Deposits, including amounts payable by the Purchaser to Promoter, under this Agreement, shall always be paid punctually by the Purchaser, to the Promoter and shall not be withheld, by the Purchaser for any reason, whatsoever.
- H) For all or any of the purposes mentioned under this Para, or and/or under this Agreement, and particularly on and after the Purchaser being put into possession of the said premises after procuring part occupation certificate,

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Promoters

Purchaser/s

- i) if the Promoter requires to keep and/or store any construction materials, on any portion of the said property, and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchasers shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or Prospective or other rights of any nature whatsoever. The Purchasers directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.
- ii) the Purchaser shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other Authorities, to issue Stop Work Notice, and/or withdraw and/or suspend or cancel any Orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the said property .
- iii) the Purchaser shall not interfere in and/or obstruct the construction work being carried on and/or to be carried on by the Promoter on the said property in any manner whatsoever. The Purchasers shall not object and/or obstruct the entry into and/or exit from and/or presence

of contractors, the labourers, the staff members and/or visitors of the Promoter on the said property.

**21. SCOPE AND LIMITATION OF THE RIGHTS OF THE PURCHASER :**

- A) Save and except the premises hereby agreed to be purchased by the purchaser, the purchaser shall have no claim, on any other premises and areas including stilt, terrace and open spaces around said building, car parking and the balance portion/s of the said property including layout road, amenities plot, open spaces, etc., which shall always remain the property of the Promoter until the said property is transferred to the apex society subject to the rights of the Promoter as contained in this Agreement.
- B) It is expressly agreed between the parties that Promoter is fully entitled to utilize the F.S.I. that is presently available in respect of the said property and that the Promoter shall be entitled to an additional F.S.I., if the same becomes available, in respect of the said property on account of the change in the statute, rules and regulations, including Development Control Rules in respect of the vicinity where the said property is situated. For removal of doubts, it is made clear that in respect of the said property, it shall be the Promoter, who will be entitled to utilize the same for its benefit and that the Purchaser or the co-operative Housing Society Ltd. of the flat purchasers from the said building shall not claim right over such F.S.I. in future.
- C) The Purchaser shall not let, sublet, sell, transfer, convey, assign, mortgage, charge or give leave and license or in any manner encumber, dispose off or part with possession of the said premises until all the dues of whatsoever nature owing to the Promoter under this Agreement are fully paid, whether it has become due or not, and only if the Purchaser has not been guilty of breach of or non compliance of any of the terms and

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Promoters

Purchaser/s

conditions of this agreement and until the Purchaser has obtained previous consent in writing of the Promoter.

**22. PROMOTER' RIGHT OF ASSIGNMENT:**

In so far as it does not in way prejudicially affect the right of the Purchaser in respect of the said Premises, the Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its rights and interest in the said property or in the said building being constructed thereon and/or any part thereof Provided that in such event the Purchaser herein and/or Assignee of the Promoter shall continue to be bound in all respects by the terms and conditions set out in this Agreement. It is also understood and agreed by and between the parties hereto that the Promoter shall also be free to construct additional structures like sub-station for electricity, co-operative societies offices, co-operative departmental stores, covered and enclosed garages, underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tanks, and soak, pits etc. etc. the location of which are not particularly marked upon the ground floor plans or lay out plans of the said property. The Purchaser shall not interfere with these rights of Promoter by raising any disputes or court injunctions under Section 14 of the RERA Act and/or under any other provision of any other applicable law. The Promoter shall always be entitled to sign, undertakings and indemnities on behalf of the Purchasers as required by any authority of the State or Central Government or Competent Authority under any law concerning construction of the buildings and structures for implementation of their scheme for development of the said property.

**23. FORMATION OF SOCIETY:**

- a) The Promoter's endeavor and first preference will be to form three separate Societies, Associations or Companies of the Highland Sky Arcade Building, Highland Sky Towers A Building and Highland Sky Tower Damani B Building,

respectively. In case, if three such separate Societies, Associations or Companies are formed and registered, the Promoter may at their discretion form and register a Federal /Apex Society, Association or Company of such Societies, Associations or Companies. In case, if three such separate Societies, Associations or Companies are formed and registered, then the Purchaser shall be bound to become a member of Co-op. Society, Association or Company of the Purchasers of the Shop/Commercial Offices and premises in the Highland Sky Arcade Building of the complex to be constructed in the Said Land. In case, if three such separate Societies, Associations or Companies are formed and registered, the Promoter may at their discretion form and register a Federal /Apex Society, Association or Company of such Societies, Associations or Companies of such Societies, Associations or Companies..

- b) If it is not possible for any reasons whatever it may be, to form three separate Societies, Associations or Companies of the Highland Sky Arcade Building, Highland Sky Towers A Building and Highland Sky Tower Damani B Building respectively, then Promoter's endeavor and second preference will be to form two separate Societies, Associations or Companies, one for Shop/Commercial Office owners/buyers from the Highland Sky Arcade and other for Flats/Residential Premises owners/buyers from the Highland Sky Towers A Building and Highland Sky Tower Damani B Building. In case, two such separate Societies, Associations or Companies are formed and registered, then the Purchaser shall be bound to become a member of Co-op. Society, Association or Company of the Purchasers of the Shop/Commercial Offices and premises in the Highland Sky Arcade Building of the complex to be constructed in the Said Land. In case, if two such separate Societies, Associations or Companies are formed and

registered, the Promoter may at their discretion form and register a Federal /Apex Society, Association or Company of such Societies, Associations or Companies.

- c) If it is not possible for any reasons whatever it may be, even to form two separate Societies, Associations or Companies, one for Shop/Commercial Office owners/buyers from the Highland Sky Arcade Building and other for Flats/Residential Premises owners/buyers from the Highland Sky Towers A Building and Highland Sky Tower Damani B Building, then Promoter will form a single/one Society, Association or Company for Shop/Commercial Office/Flats and Residential Premises from the Complex. In case, one such separate Society, Association or Company is formed and registered, then the Purchaser shall be bound to become a member of such Co-op. Society, Association or Company of the Purchasers of the Shop/Commercial Office and Flats/Residential Premises of the complex.
- d) In any of contingency mentioned in sub-clause (a) to (c), the Purchaser shall from time to time duly fill in, sign all the papers, documents, applications, statements etc. received from the Promoter and return the same to the Promoter hereto within 15 days from receipt thereof so as to enable the Promoter to enroll him/her/them as a member of such Society, Association or Company. No objection shall be raised by the Purchaser if any changes or modifications are made in the bye-laws, the Memorandum and/or Articles of Association, if and when required, by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.
- e) In the event of such society/societies being formed and registered before the sale and disposal by the Promoter of all the premises, the powers and the authority of the society so formed shall always be subject to the overall authority

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Promoters

Purchaser/s

and control of the Promoter in respect of all matters concerning the said building and said property. The Promoter shall have absolute authority and control as regards the unsold premises and shall have right to sell the same to any third party and to receive and appropriate the consideration thereof for itself. In such eventuality, on receipt of application by such Purchaser, it shall be binding on the society to accept such Purchaser of unsold premises as member of the society without demanding any premium, donation or like amount, in respect thereof.

**24. CONVEYANCE :**

- a) The Purchaser shall also not be entitled to demand Conveyance of the said land unless and until the development of the said property is completed in all respects as stated herein and until entire consideration amount and other sums payable by all the Shops/Commercial Offices/Flats/Residential Premises purchasers to the Promoter, have been paid by all such Shops/Commercial Offices/Flats/Residential Premises purchasers to the Promoter.
- b) In the event of the Promoter forming more than one society for the internal management of the Highland Sky Arcade Building, Highland Sky Towers A Building and Highland Sky Tower Damani B Building and to form a Federation of all such Societies, the Promoter shall, at their sole discretion, execute conveyance of the said land in favour of such Federation of the Societies.
- c) And if the Promoter could not form more than one society and had to form one/single society of Shop/Commercial Office/Flats/Residential Premises from the Complex, then Promoter shall, at their sole discretion, execute conveyance of the said land in favour of such society.
- d) At the time of execution and registration of conveyance of the said land in favour of such Federation of the Societies or such society,

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Promoters

Purchaser/s

as the case may be, the Purchaser shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, by the such Federation of the Societies or such society, as the case may be, on such conveyance or any documents or instrument of transfer in respect of the Said land.

- e) The decision of the Promoter in this respect shall be final and remain binding on the Purchaser.
- f) In any case, the time for execution of Conveyance in the manner as aforesaid shall arrive within three months from the date of issuing last occupancy certificate by the said local authority or competent authority in respect of building of the Complex and after entire development of the said property in the manner stated herein is completed by the Promoter in all respects and only on utilization of entire development potential of the said property and the Purchasers will not require or insist upon execution of Conveyance prior to completion of entire development of the said property and till entire development potential of the said property is exploited by the Promoter and till said local authority or competent authority issues the last occupancy certificate in respect of building of the Complex.
- g) The Advocate of the Promoter shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses towards preparation and execution of the conveyance and other documents shall be borne and paid by all the Purchaser on pro-rata basis. If any of the Purchasers commits default in such payment, the Promoter shall not be liable or responsible for resultant delay in execution of the Conveyance.
- h) Nothing contained in these presents shall be construed to confer upon the Purchaser's any right, title and interest of any kind whatsoever into or over the said property or any part thereof, such

conferment shall take place only upon the execution of the Conveyance in favour of the Federation of all such Societies so formed.

**25. OBLIGATIONS OF THE PURCHASER :**

The Purchaser himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with Promoter as follows :-

- A) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him/her/them and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises is situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises is situated.
- B) Not to store in the said premises 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 said premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the said building and/or other buildings of the complex in which the said premises is situate including entrances of the said building and in case of any damage caused to said building and/or other buildings of the complex on account of negligence or default of the

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Promoters

Purchaser/s

Purchaser in this behalf. The Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

- C) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the said building in which the said premises is situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- D) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever in or to the said premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises is situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the said building in which the premises is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the premises without prior written permission of the Promoter and/or society or the limited company or the local authority as the case may be.

- E) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated.
- F) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said premises is situate.
- G) 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 Authorities on account of change of user of the said premises by the Purchaser or otherwise.
- H) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific permission in writing of the Promoter for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoter and not otherwise.
- I) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the said

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Promoters

Purchaser/s

premises agreed to be purchased and further agrees and undertakes that he himself or through his nominee / tenant / occupier shall not carry on any such business/profession which may illegal/antisocial/ anti-national etc. which may tarnish the reputation of the Promoter and cause nuisance to neighboring shop/office/premises holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said premises whether directly or indirectly through his/her/their agent or tenant, the Promoter shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the said premises.

J) Till the entire project is completed in all aspect, the Purchaser shall permit the Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and said building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

K) The Purchaser shall observe and perform all the rules and regulations which the society may adopt and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and other buildings o the complex and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by

him/her/their in accordance with the terms of the agreement.

- L) The Promoters shall be entitled to sell Premises in the said building/s for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes and such other purpose or purpose permitted under the law for the time being in force. The Purchaser shall not object to use the Premise for such Purposes.
- M) The Purchaser shall not change the exterior dispensation, exterior colour scheme, elevation, general outlook of the buildings constructed on the Said property under any circumstances. The Purchaser shall also not check out any projections outside the Said Premises in any manner whatsoever. The Purchaser shall at his/her/their cost and expense have the safety grills fixed to the windows and other openings provided in the Said Premises of the size, specifications and standard finalized by the Promoter. The Purchaser shall not pierce or chisel any structural member of the Said Premises and/or said buildings in which the same is situated under any circumstances while carrying out any interior decoration in the Said Premises.
- N) For all or any of the purposes mentioned under this Agreement, the Promoter is fully entitled to keep and/or store any construction materials, on any portion of the said land, and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or Prospective or other rights of any nature whatsoever. The Purchaser directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the

Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.

O) The Purchaser shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other Authorities, to issue Stop Work Notice, and/or withdraw and/or suspend or cancel any Orders passed and/or approved Plans so as to prevent the Promoters, or any of their nominees or transferees, from developing and/or to carry out construction, on the said land.

P) The Purchaser shall not interfere in and/or obstruct the construction work being carried on and/or to be carried on by the Promoter on the said land and/or on part thereof in any manner whatsoever. The Purchaser shall not object and/or obstruct the entry into and/or exit from and/or presence of contractors, the labourers, the staff members and/or visitors of the Promoters on the said land.

## **26. STAMP DUTY & REGISTRATION :**

A) The Purchaser shall alone pay all stamp duty, registration charges, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Agreement and any document, act and requisition performed pursuant hereto. The Purchaser shall, immediately after the execution of this Agreement, lodge this Agreement for registration and inform within reasonable time the serial number and the date of lodgment to the Promoter to enable the

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Promoters

Purchaser/s

Promoter to attend the office of the Sub-Registrar and to admit execution hereof.

B) The Stamp Duty and Registration charges and expenses of and concerning the execution and registration of Conveyance of the said property in favour of the said society shall be borne and paid by the Purchaser along with other Purchasers, in proportion of their respective holdings as and when demanded by the Promoter or the said society as the case may be.

27. The Purchaser is aware that the Promoter with an intention to provide superior quality of life to the residents of the said Building may provide facilities and amenities in the open space and for such purpose, the Promoter may enter into agreement/s with various third parties/operators ("Service Providers") in relation to the operation of certain of these facilities/amenities. The tenure of such arrangement/s with the Service Providers shall not exceed 10 (Ten) years. However, the Promoter shall not be liable for any act of commission or omission or failure in maintenance of the facilities/amenities. The Purchaser, his/her/their Societies and Apex Body shall not have any objection to such an arrangement/s and the terms and conditions of such arrangement/s shall be binding on the Purchasers and their Societies and the Apex Body.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Said building or of the Said property and other buildings constructed thereon or any part thereof. The Purchaser shall have no claims save and except in respect of the Said Premises hereby agreed to be sold hereunder and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. in the said property and the buildings constructed thereon will remain the property of the Promoter until the Said property and buildings are transferred to the Societies, Associations or Companies as hereinbefore mentioned.

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Promoters

Purchaser/s

29. The Promoter proposes to avail of financial assistance from banks, institutions and other persons against security of the said Property and/or the construction in the form of Shops/Commercial Offices/Flats/Residential Premises to be constructed on the said property. As part of any such arrangement, all the payments required to be made by the Purchaser may have to be deposited in designated account/s as may be specified by such bank and/or institution. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said premises, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and has the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said property and/or the construction thereon or any part or parts thereof, without any notice to the Purchaser and the Purchaser has given and granted his/her/their specific, full free, unqualified and irrevocable consent to the Promoter to do so. The Promoter undertakes to clear the such encumbrances, prior to the execution and registration of the Deed/s of Conveyance in favour of the Societies, Associations, or Apex body, as case may be, the Promoter shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser by virtue of and encumbrances created as aforesaid.
30. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of the time to the Purchaser by the Promoter shall not be construed as waiver on the part of the Promoter of any breach or non/compliance of any of the terms and conditions of this agreement by the Purchaser nor shall be the same in any manner prejudice the rights of the Promoter.

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Promoters

Purchaser/s

31. In this Agreement,
- A) Unless the context otherwise, implies, the expression defined herein shall have the respective meaning assigned to them.
  - B) The singular wherever used shall include plural and vice-versa.
  - C) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.
32. The Promoter are absolutely free and entitled to give and allot any area of open terrace, porch, verandah or balcony which are adjoining or attached to any premises in the buildings constructed in the Said Property to the Purchaser of the Premises to which such area of open terrace, porch, verandah, balcony is attached and adjoining on such terms and conditions as deem fit and proper by the Promoter and the Purchaser hereto, if he/she/they are not the purchaser of such premises to which such open terrace, porch, verandah or balcony is attached or adjoining shall have absolutely no right, title, claim or interest whatsoever in that behalf.
33. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipts by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the

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Promoters

Purchaser/s

Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser/s in project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the premises in the Project.

35. It is specifically agreed by and between the parties hereto that in the event of any clause or clauses or provision or provisions of this Agreement becoming void on account of any laws, rules and regulations, then and in that event the entire Agreement shall not be treated void-ab-initio and, in such case, the such defective clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from the rest of the clauses of this Agreement.

36. Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser whether expressly or impliedly shall be deemed to be covenant running with the said premises and shall be binding upon the Purchaser and his/her/their legal heirs at all times thereafter.

37. All the disputes between the parties hereto shall be adjudicated by the court in Thane alone.

38. All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. or Under Certificate of Posting at his address specified below:-

\_\_\_\_\_

Promoters

Purchaser/s

\_\_\_\_\_  
 \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_,

E-mail id of the Purchaser

\_\_\_\_\_

39. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

**FIRST SCHEDULE REFERRED TO HEREINABOVE**

**(Said land)**

All the piece and parcel of land area admeasuring 9500.83 sq. mtrs. plus set back area of 1142.70 sq. mtrs. totally admeasuring 10,643.53 sq. mtrs., forming part of land bearing Tika No.18, bearing CTS No. 15, 47,48,49, 59 and 63 situated lying and being at revenue Village Naupada, L.B.S. Marg, Opp. Vitthal Sayanna Mandir, Thane(W), in the Registration District and Sub-District Thane, within the limits of Thane Municipal Corporation together with entire complex popularly known as 'Damani Estate' which is comprising of 10 buildings consisting of ground plus 3 upper floors having in all 148 residential units, 12 shops standing thereon.

On or towards East : Adj. CTS No. 60

On or towards West : 24.00 M. wide D.P. Road Adj. CTS No. 15

On or towards North : Adj. CTS No. 16

On or towards South : Adj. CTS No. 63

**SECOND SCHEDULE REFERRED TO HEREINABOVE**

**(Said Premises)**

The Residential Premises bearing No.\_\_\_\_\_, having area \_\_\_\_\_ sq. ft. carpet on \_\_\_\_\_ floor of the Building "Highland

Promoters

Purchaser/s

Sky Towers ‘A’ Building” in the Complex to be known as “Highland Sky Towers” now under construction on the said Land on the Said Property more particularly described in the **SecondSchedule** written hereinabove.

**THIRD SCHEDULE REFERRED TO HEREINABOVE**

**(Description nature & extent of the common areas & facilities)**

- 1) Common terrace on the top of the Building
- 2) Common Staircase, landing , Common Passages
- 3) The Electrical Installation’s, Common Lighting’s
- 4) Pump Room, Suction Pumps, Water Lines , Overhead & Under Ground Water Tanks
- 5) Drainage Lines, Sewerage Lines & Plumbing
- 6) Compound Wall & Common Gates

**IN WITNESS WHEREOF** the parties hereto hereunto set and subscribed their respective hands to these presents on the day and the month in the year first written hereinabove.

**SIGNED, SEALED & DELIVERED** by )

Withinnamed **PROMOTER** )

**M/S. PROVIDENCE REALTY LLP** )

Through its Designated Partner )

\_\_\_\_\_ )

inthe presence of ... )

- 1)

Promoters

Purchaser/s

2)

**SIGNED, SEALED & DELIVERED** by )

withinnamed "**PURCHASER/S**" )

\_\_\_\_\_ )

in the presence of ... )

1)

2)

**R E C E I P T**

**RECEIVED** of and from the within named the PURCHASER a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being the amount of part payment of the agreed monetary consideration.

Witnesses :-

We say received **Rs. \_\_\_\_\_**

For **M/S. PROVIDENCE REALTY LLP**

1.

2.

**Promoter**

\_\_\_\_\_

Promoters

Purchaser/s