

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this _____ day of _____ in the Christian Year Two Thousand and **Twenty One** BETWEEN **MELRONIA HOSPITALITY PRIVATE LIMITED** , a Company registered under the Companies Act 2013, and having its Registered Office at 514, Dalamal Towers, Nariman Point, Mumbai 400 021, having PAN No. AAKCM2483J, hereinafter called the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors and assigns) **of the ONE PART;**

And **Mr./Mrs./Miss/M/s.** _____,
having PAN No. _____ hereinafter called the
“**PURCHASER/S**” (which expression shall unless it be repugnant to the
context or the meaning thereof mean and include in the case of individual,
his/her/their respective heirs, executors, administrators and permitted
assigns, in the case of partnership firm, the partner or partners for the
time being of the Firm, the survivor or survivors of them and the
respective heirs, executors, administrators of such survivor and in the case
of Company/LLP, its successors in interest and permitted assigns) **of the
OTHER PART;**

WHEREAS :

(i) Prior to 28th January, 1984, Chandrabhan Bhuramal Sharma (hereinafter referred to as “the said Original Owner”) was absolutely seized and possessed of all those pieces or parcels of lands situate at Village Powai and Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S Nos. 20, 21, 22, 29 & 30 (all parts) of Village Powai, admeasuring about 1, 51, 315 Sq. Mtrs. and more particularly described Firstly in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “**THE SAID LARGER LAND**”);

(ii) By an Agreement for Development-cum-Sale dated 28th January, 1984 and made between the said Original Owner of the One Part and M/s. Crescendo Associates, as the Promoters were formerly known, of the Other Part, the said Original Owner agreed to sell and the Promoters agreed to purchase the Said Larger Land for the consideration and on the terms and conditions therein contained;

(iii) The Said Larger Land was subject to acquisition by the Bombay Metropolitan Regional Development Authority, an authority formed under B. M. R. D. A. Act, 1971, (hereinafter referred to as “the said Authority”) for Powai Area Development Scheme.

(iv) Pursuant to the aforesaid Agreement for Development-cum-sale dated 28th January, 1984, the said Original Owner executed a Power of Attorney dated 28th January, 1984, in favour of the partner of the Promoters to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owner as contained therein;

(v) Pursuant to the said Agreement for Development-cum-Sale dated 28th January, 1984, the said Original Owner placed the Promoters in

possession of the Said Larger Land with right to deal with, develop and dispose of the same;

(vi) By a Tripartite Agreement dated 19th November, 1986 and made between the Governor of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra C. Sharma and others (including the said Original Owner) of the Third part, the State Government agreed to dispose of the Said Larger Land in favour of the said Original Owner;

(vii) Pursuant to the said Tripartite Agreement dated 19th November, 1986, an Agreement to Lease was executed on 19th November, 1986, whereby the said Authority agreed to grant a lease in favour of the said Original Owner after the said Larger Land is fully developed and on the terms and conditions therein mentioned.

(viii) The said Original Owner executed declaration / writing dated 15th August, 1988, whereby he has confirmed having agreed to sell the Said Larger Land to the Promoters;

(ix) Accordingly, the Promoters are entitled to develop the Said Larger Land, as more particularly described Firstly in the **First Schedule** hereunder written.

(x) The IOD had been issued by The Municipal Corporation of Greater Mumbai to the Promoters; the Promoters commenced development of a portion of the Layout / Sector IX as more particularly described Secondly in the **First Schedule** hereunder written. The Promoter constructed the Building “**ADONIA**”, being Building No.5 on a portion in the said Layout / Sector, having 2 (two) wings, Wings A & B, having plinth area of 894.94 sq.mtrs. on a portion of the land bearing CTS No. 22/6 (pt) of Village Powai, as more particularly described Thirdly in the **First Schedule** hereunder written, hereinafter referred to as the “**Said Building**” in Sector

IX on a portion thereof, as per the plans duly sanctioned by Municipal Corporation of Greater Mumbai (MCGM). The said Sector IX is a large layout consisting of many buildings i.e. 6 existing Buildings and 1 proposed building to be called 'AMBER', having two wings to be constructed in future in the said Sector / Layout. The Promoters have given inspection to the Purchaser/s of the approved Layout Plan of the said Sector dated 3rd September, 2020.

(xi) The Promoters have informed the Purchaser/s that by common Judgment dated 22nd February, 2012, passed by the Hon'ble Bombay High Court in PIL Nos. 131 of 2008, 91 of 2008 and 21 of 2010 read with Order dated 3rd October, 2017, passed in Civil Application No. 37 of 2017 praying for Modification of Order dated 29th October, 2015, the Hon'ble High Court has permitted sale interalia of the Said Premises through One-man Committee of the Hon'ble Dr. Justice S. Radhakrishnan (Former Judge of the Bombay High Court) ("**Committee**") and directed the Promoters to open Bank account jointly with the Prothonotary and Senior Master, High Court, Bombay to deposit sale proceeds of the Said Premises. Accordingly, joint Bank Account has been opened by the Promoters with the Prothonotary and Senior Master. The Committee has confirmed the sale of the Said Premises in the terms recorded in the Allotment Letter dated _____, by the Promoters, whereby the Said Premises were allotted to the Purchaser/s. The said approval dated _____ is annexed hereto and marked with **Letter "A"**.

(xii) The Promoters are entitled to sell or allot Flats and other Premises in the Said Building constructed and completed on the portion of Said Property as sanctioned under the I.O.D., Works Commencement Certificate and Occupation Certificate dated 30th July, 2016, issued by MCGM, copies of which are annexed hereto and marked with Letter "**B**" collectively.

(xiii) Since the Occupation Certificate to the said Building had been granted by MCGM on 30th July, 2016, prior to the Real Estate (Regulation and Development) Act, 2016 (**RERA**) coming into force, the said Building Project is not required to be registered with the RERA Authority.

(xiv) The title of the said Original Owner / the said Authority to the Said Larger Land is certified by M/s. Chaphekar & Co. Advocates and Solicitors , a copy of which is annexed hereto and marked with Letter **“C”**.

(xv) The Said Larger Land stands in the Revenue Records in the name of the said Original Owner / said Authority and a copy of the relevant Property Register Card in respect of the Said Property is annexed hereto and marked with letter **“D”**.

(xvi) Vide common Order dated 18th November, 2016, passed by the Hon'ble Bombay High Court in CSP/483 to 489/2016, M/s. Crescendo Associates along with certain entities have been amalgamated with HGP Community Pvt. Ltd., a Company registered under the Companies Act, 2013, as a result whereof the properties and assets of M/s. Crescendo Associates, including the Adonia Building stood transferred to HGP Community Pvt. Ltd. The said common Order has been duly registered with the Sub-Registrar of Assurances, Kurla, under serial no. KRL-1/4693/2017.

(xvii) By another Order dated 24th August, 2018, passed by the National Company Law Tribunal, Mumbai Bench, the Demerger Scheme was sanctioned, whereby the said HGP Community Pvt. Ltd. stood demerged with Melronia Hospitality Pvt. Ltd., being the Promoters herein and one other entity and consequently the properties and assets of HGP Community Pvt. Ltd., including the Adonia Building, stood transferred to the Promoters, Melronia Hospitality Pvt. Ltd. for all practical purposes.

The said Demerger Order has been duly registered with the Sub-Registrar of Assurances, Mumbai under serial no. KRL-1/9448/2019.

(xviii) Pursuant to the approval by the said one-man Committee, the Promoters have agreed to sell and Purchaser/s has/have agreed to Purchase Flat No. _____ on the _____ Level of “_____” Wing of the Said Building “**ADONIA**”, admeasuring _____ sq.mtrs., which is equivalent to _____ sq.ft (carpet area), which is inclusive of balcony, in “**HIRANANDANI GARDENS**” Powai, situated on a portion of the Said Property (hereinafter referred to as “**The Said Premises**”) alongwith the benefit to use _____ **covered Car Parkings** for the consideration and on the terms and conditions hereinafter appearing.

(xix) The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the Said Premises admeasuring _____ sq.mtrs., which is equivalent to _____ sq.ft carpet area, which is inclusive of balcony along with the benefit to use _____ **covered car Parkings** for the price of **Rs. _____/-** (**Rupees _____ only**) (including Rs. Nil being the proportionate price of the common area and facilities appurtenant to the Said Premises as shown in the typical floor plan annexed hereto) to be paid by the Purchaser/s to the Promoters in the following manner.

(a) **Rs. _____/-** Earnest Amount

(b) **Rs. _____/-** On or before _____

(c) Rs. _____/- On or before _____
Rs. _____/- **TOTAL**

The aforesaid consideration amounts shall be subject to deduction of 1% TDS.

2. The Promoters have informed the Purchaser/s, which the Purchaser/s specifically agree/s and confirm/s that –

(i) Mumbai Metropolitan Regional Development Authority (MMRDA) is the owner of the said Larger Land, which includes the said Property. In view thereof, as per the statutory provisions contained in Section 31, read with Schedule-II of the MMRDA Act, the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”) is not applicable to the said Larger Land, which includes the said Property, owned by the MMRDA. The Purchaser/s confirms that he/she/they are aware about the same and admit the same and undertake not to dispute the same or make any grievance in respect thereof.

(ii) The Promoters have given the majority of flats/premises in the said Building on leave & license basis and therefore, no society or any other association of the flat Purchasers can be registered in the said Building and the same will be formed only after sale of all the flats/apartments. The Promoters will look after the management and affairs of the said Building, either themselves or through an agency to be appointed by the Promoters. The Purchaser/s agree/s for the same and declares not to make any grievance in respect thereof in any manner whatsoever.

(iii) The Promoters have proposed to construct in future a Building at the location already shown to the Purchaser/s, having 1 to 26 floors as presently approved but likely to be increased up to 36 floors, in the said Sector IX, adjacent to the Building Adonia. The Purchaser/s agree/s that

he/she/they shall have no objection to the same and undertake/s not to make any grievance in respect thereof in any manner whatsoever.

(iv) The Promoters have provided the Club House facilities in the said Building at their own costs. The said Club House/facilities therein belong to the Promoters and the Promoters shall have full control on the affairs of the said Club House and facilities therein and shall be entitled to allow and give memberships of the said Club House to outsiders also. The Promoters will maintain and manage, by themselves or through an agency to be appointed by them, the Club House facilities, which can be used by the Purchaser/s, after making necessary payments as demanded by the Promoters for maintaining the same. The adhoc maintenance charges towards the Club House is **Rs. _____/-** for 24 months. The said charges and any increase/increases therein in future from time to time, shall be paid by the Purchaser/s to the Promoters regularly as demanded by the Promoters. The Purchaser/s agree/s that he/she/they shall have no objection to the same and undertake/s not to make any grievance in respect thereof in any manner whatsoever.

(v) The Promoter has informed the Purchaser/s that there are 168 nos. of approved car parkings for the said Building. However, the Promoter propose to provide additional car parkings for the benefit of the Purchasers in the said Building. The Purchaser/s confirms that he/she/they are aware about the same and agree and confirm the same and undertake not to dispute the same or make any grievance in respect thereof.

3. The Purchaser/s shall pay the balance amounts as aforesaid as also all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract.

4. The amount/s paid by the Purchaser/s to the Promoters shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards consideration in respect of the Said Premises, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Premises.

5. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant to the Said Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s shall enjoy in the common areas and facilities appurtenant to the Said Premises agreed to be sold is set out in the **Second Schedule** hereunder written.

6. The Purchaser/s declares and confirms that he/she/they is/are aware that the Said Building may be inter-connected building along with other building/s under development by the Promoters and/or the nominee or nominees of the Promoters.

7. The Purchaser/s doth hereby confirm that it shall be the obligation of the Purchaser/s to bear and pay development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Purchaser/s along with the other prospective Purchaser/s of the Premises in the Said Building and Promoters shall not be responsible or liable in that behalf.

8. The Purchaser/s doth hereby further declares and confirms that he shall has no right, title, interest, claim or demand to the other interconnected or adjacent building or buildings to the Said Building and shall not object or dispute the right of the Promoters to rest connected or supported adjoining wing or wings of the other building or buildings, including the proposed building/s in the said Sector IX, which is a common Layout of the Sector IX, as shown on the approved Layout plan annexed

hereto and marked with the **Letter “E”** or as may be amended or modified from time to time by the Promoters and the right of the Purchaser/s is restricted to the Said Premises as set out herein.

9. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the Said Premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser/s will enjoy in the limited common areas and facilities appurtenant to the Said Premises agreed to be sold is set out in the **Third Schedule** hereunder written.

10. It is expressly agreed between the Promoters and the Purchaser/s that the Said Premises shall be utilized for residential purpose and car parking space/s shall be used only for parking vehicles pertaining to the Purchaser and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the Said Premises without prior consent in writing of the Promoters. Any unauthorized change of user by the Purchaser/s shall render this Agreement voidable at the instance of the Promoters and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.

11. It is expressly agreed that the Said Premises shall contain specifications, fixtures, fittings and amenities as set out in **Fourth Schedule** hereunder written and the Purchaser/s confirms that the Promoters shall not be liable to provide any other specifications, fixtures, fitting and amenities in the Said Premises.

12. The Promoters confirm that they have constructed the said Building in accordance with the sanctioned plans.

13. The Purchaser/s confirm that the Promoters have given full, free and complete inspection of documents of title in respect of the Said

Property, including the documents set out hereinabove and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents.

14. The Purchaser/s confirms that balance payment of consideration payable by the Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of consideration and in respect of all amounts payable under these presents by the Purchaser/s to the Promoters, is of the essence of the contract. If the Purchaser/s make delay or default in making payment of balance consideration and/or any other amounts, the Promoters shall be entitled monthly compoundable interest at the rate of 12% per annum on all such amounts and balance consideration from the date of default till payment and/or receipt thereof by the Promoters without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchaser/s committing default in payment of either the balance consideration or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) and/or commits breach of any of the terms of this agreement, the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving to Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchaser/s continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein, the amount/s which the Purchaser/s may have till then paid to the Promoters shall stand forfeited and the Promoters shall be at liberty, without prejudice to their other

rights, including to claim damages, to sell and dispose of the Said Premises to such person or persons and at such price and on such conditions as the Promoters may desire and deem fit in their absolute discretion and the Purchaser/s shall have no right to dispute the same in any manner whatsoever.

15. The Promoters will sell the Premises in the said Building constructed on a portion of the Said Property with a view ultimately that the Purchasers of all the Premises in the Said Building shall be admitted as members of the society as and when formed. Upon the Purchasers of all the Premises in the Said Layout / Sector IX paying in full their respective dues to the Promoters, including property tax and all other outgoings etc. payable by them to the Promoters till Societies are formed and complying with the terms and conditions of their respective Agreements with the Promoters, and only after the land cover under the Powai Area Development Scheme is fully developed as mandated by the said Tripartite Agreement dated 19th November, 1986, the Promoters will cause lease / assignment to be executed in respect of the lands more particularly described Secondly in the First Schedule hereunder written, in favour of the Apex Body of the Federation of all the Societies in the said Layout / Sector.

16. It is expressly agreed that the possession of the Said Premises will be handed over by the Promoters to the Purchaser/s by _____ day of _____ provided the Promoters have received the full purchase price of the Said Premises and other amounts payable by the Purchaser/s to the Promoters under these presents.

17. Upon the Purchaser/s taking personal licence to use and occupy and/or possession of the Said Premises, whichever is earlier, he/she/they shall have no claim against the Promoters as regards the quality of the building material used for construction of the Said Premises or of the

nature of the construction of the Said Premises or otherwise howsoever, provided that if within a period of three years from the date of handing over the Said Premises to the Purchaser/s , the Purchaser/s brings to the notice of the Promoters any defect in the Said Premises or the building in which the Said Premises is situated or the material used therein, or any unauthorised change in the construction of the building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for the same.

18. The Purchaser/s hereby agrees that in the event of any amount being levied by way of premium and/or security and/or charges is payable to the Mumbai Municipal Corporation and/or State Government and/or to B.S.E.S and/or betterment charges and/or development tax and/or security deposit and/or charges for the purpose of giving water connection, drainage connection any electricity connection, Mahanagar Gas Charges and/or other taxes and/or payments of a similar nature becoming payable by the Promoters, the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the Said Premises and in determining such amount, the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and includes pro-rata charges which the Purchaser/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) making and maintaining of Internal Roads and access to the Said Property, drainage layout and all other facilities including providing for any transport facilities to the Purchaser/s of premises in the Said Building and acquiring or having any buses or other vehicles in that behalf and maintenance, insurance and replacement of such bus or buses from time

to time till the charge of the Said Building/Property is handed over to the organisation of all the Purchasers.

19. It is agreed by and between the Parties hereto, which the Purchaser/s specifically confirm/s that the Purchaser/s shall be liable to bear and pay applicable GST immediately on demand by the Promoters without any delay or dispute.

20. (A) The Purchaser/s shall pay to Promoter, Rs. _____/- towards adhoc/provisional contribution towards outgoings and property tax as per actuals applicable from the date of Allotment Letter dated _____ for 24 months.

(B) The aforesaid amounts towards provisional outgoings after deduction therefrom of arrears of taxes and expenses mentioned in the **Fifth Schedule** hereunder written and legal expenses etc., will be transferred by the Promoters to society of flat purchasers in the said Building as and when formed.

(C) Notwithstanding anything contained in the Agreement, the Purchaser/s hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes, all other outgoings etc., in respect of the items specified in the **Fifth Schedule** hereunder written. Such share is to be determined by the Promoters having regard to the area of each premises. The Purchaser/s will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses, Municipal taxes and outgoings.

(D) The Purchaser/s shall pay the amount Rs. _____/- to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc., and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters may provide

specifically for the Purchasers of Premises in the Said Property and earmark the same for the purpose of use thereof by the Purchasers of Premises in the said Complex. It is clarified that the said amount of Rs. _____/- is not by way of consideration for acquiring the Said Premises by the Purchaser/s of Premises but for the purpose of lumpsum payment for future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Promoters and the Purchaser/s shall have no right to the said amount and the Purchaser/s shall not claim either refund thereof or hold the Promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoters shall be entitled to utilise the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation area and repairs thereof including street lighting etc. It is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser/s to the Promoters and the Promoters will endeavour in reasonable manner to provide for the same. It is agreed that the Promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads, street lighting etc., through the medium or instrument of such body of association as the case may be. The Promoters shall be entitled to transfer the balance of the said amount to such body or association as the case may be and whereupon the Promoters shall be absolved of their liability in respect of the said amount and application and utilisation thereof. The Purchaser/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Purchaser/s and the same shall not be set off or

adjusted against any other amount or amounts in any manner whatsoever.

21. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Purchaser/s that the Promoters shall be entitled to utilise and enjoy either personally or through any nominee/s all area or areas forming part of the Said Larger Land, including the Said Property as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilising the same as the Promoters may deem fit and the Promoters will be entitled inter alia to construct Recreation Centre, Health Club or Club House, Library, Cinema Theatre, Video Theatre or Hotel or carry on such other activity or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received therefrom including from the day to day business thereof shall be that of the Promoters alone exclusively and the Purchaser/s shall have no right there to either in his individual capacity or through any association, society, as the case may be. The Purchaser/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to the Promoters alone exclusively and the Purchaser/s shall have no right to the same in any manner whatsoever.

22. So long as each Flat/Premises in the Said Building shall not separately be assessed for municipal taxes and water taxes etc., the Purchaser/s shall pay to the Promoters, a proportionate share of the municipal taxes and water taxes etc., assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of

each Premises in the Said Building. The Purchaser/s along with the other Premises Purchaser/s will not require the Promoters to contribute a proportionate share of the maintenance charges etc. of the premises, which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the such premises.

23. The Purchaser/s shall, from the date of the Allotment Letter dated _____ of the Said Premises, regularly pay to the Promoters of every month irrespective of possession being taken or not, taxes, salaries of the persons appointed by the Promoters, Liftman, Sweepers, Insurance Premium etc. and other outgoings and expenses including the outgoing mentioned in the **Fifth Schedule** hereunder as per the demand by the Promoters.

24. The Purchaser/s shall not use the Said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the Said Building or for any illegal or immoral purpose.

25. The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the Said Premises may come, doth/do hereby covenant with the Promoters as follows:

a) To maintain the Said Premises at Purchaser's own cost in good and tenantable condition from the date of possession of the Said Premises and shall not do or suffer to be done anything in or to the building in which the Said Premises is situate, staircase or any passages in the Said Building which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Said Premises is situated and in the Said Premises itself or any part thereof.

b) Not to store in the Said Premises any good which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the

construction or structure of the Building in which the Said Premises is situated or storing of good which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the Said Building, including the entrance of the Building. The Purchaser/s on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of such breach.

c) To carry at his/her own cost, all repairs to the Said Premises and to maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the Building in which the Said Premises is situated and/or the Said Premises which may be against the rules and regulations and bye-laws of the concerned authority/authorities. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchase/s shall be responsible and liable for the consequences thereof to the concerned 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 any alteration in the elevation and outside colour scheme of the Building in which the Said Premises is situated and shall keep the portion, sewers, drains pipes in the Said Premises and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the Building in which the Said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C pardis or other structural members in the Said Premises without the prior written permission of the Promoters and concerned authority / authorities.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the Building in which the Said Premises is situated or any part thereof or whereby any

increase in premium shall become payable in respect of the Said Building and/or the Said Premises.

f) (i) 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.

(ii) To ensure that the Purchaser/s and proposed society of the Purchasers as and when formed, separate all dry and wet garbage and

(iii) To treat the wet garbage on the same plot as per the requirement of the MCGM and comply with necessary requirements of MCGM in this behalf from time to time.

g) To pay to the Promoters within 7 days of demand by the Promoters his/her/their share of security deposit/charges/premium demanded by the Concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Building in which the Said Premises is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of user of the Said Premises by the Purchaser/s, viz. user for any purpose other than for residential purpose.

i) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Said Premises, interest or benefit of this Agreement or part with the possession and/or personal license as the case may be of the Said Premises, until all the dues payable by the Purchase/s to the Promoters under this agreement are fully paid up and only if the Purchaser/s has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Promoters have permitted in writing to the Purchaser/s in that behalf.

j) The Purchaser/s shall observe and perform all the rules and regulations of the Promoters and the additions, alterations or amendments thereof that may be made from time to time for protection

and maintenance of the Said Building and the Said Premises and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned authority/authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Promoters regarding the occupation and use of the Said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) The Promoters shall be entitled with or without workmen, surveyors, agents and others, at all reasonable times, to enter into and upon the Said Premises and the Said Property and the Building or any part thereof.

26. At the time of registration of the Lease/Assignment in respect of the Said Property, the Purchaser/s shall pay to the Promoters the Purchasers' share of stamp duty and registration charges payable, if any, on the Lease or Assignment or any document or instrument of transfer in respect of the Said Property to be executed by MMRDA in favour of Apex Body / Federation of all the Societies in the Said Property, as contained in this Agreement.

27. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the Said Premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Larger Land, including the Said Property, more particularly described Secondly in the First Schedule hereunder written.

28. The Purchaser/s and the person/s to whom the Said Premises may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters may require for safeguarding the interest of the Promoters and/or the Purchaser/s and other Purchasers in the Said Larger Land,

including Said Property and shall also observe and perform all the regulations of the Promoters and the addition, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies regarding occupation and use of the Said Premises.

29. It is agreed between the Promoters and the Purchaser/s that after the notice in writing is given by the Promoters to the Purchaser/s that the Said Premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Premises) of all outgoings in respect of the Said Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Said Building, the Purchaser/s shall pay to the Promoters the Proportionate share of outgoings as may be determined by the Promoters.

30. The Purchaser/s along with the other Purchaser/s of Premises in the Said Building shall become member of the society, as and when the same is formed and sign all the documents including its Bye-laws. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the Bye-laws as may be required by the Registrar of Co-operative Societies or by other Competent Authority.

31. Advocates of the Promoters shall prepare the Lease / Assignment and all other documents to be executed in pursuance of these presents and all costs, charges and expenses including professional fees, stamp duty, Registration Charges and other expenses in connection with the

preparation and execution of the Lease/Assignment and other documents, shall be borne and paid by all the Purchasers of the Premises in the Said Property in proportion to the area of their respective Premises.

32. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoters the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Purchaser/s.

33. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser/s by Registered Post A.D. or notified Email ID/Courier at their respective address specified below:

34. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Said Premises or any part or portion thereof, the same to take place only upon the execution of the Lease/ Assignment in favour of apex body / federation of the societies, as and when formed as per the terms and conditions contained in the Tripartite Agreement dated 19th November, 1986, as herein stated.

35. The Purchaser/s shall have no claim save and except in respect of the particular Premises, hereby agreed to be sold, i.e all other areas including terraces, car parking spaces etc., will remain the property of the Promoters.

36. The Promoters shall always have a right to get the benefit of additional F.S.I for construction on the Said Property for B.M.C. and also to make additions, alterations, raise/storeys or put up additional structures as may be permitted by the Municipal Corporation of Greater Mumbai and other competent authorities; such additions, structures and storeys will be the sole property of the Promoters alone who will be entitled to use the terraces including the parapet wall for any purpose including display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the Said Premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoters.

37. The Promoters shall, in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, have a first lien and charge on the Said Premises agreed to be purchased by the Purchaser/s.

38. It is expressly agreed that the Promoters shall be entitled to put a hoarding on the Said Property or on the building and/or buildings on the Said Property and/or any parts of the building or buildings on the Said Property and the said hoardings may be illuminated and/or comprising of neon sign and for that purpose Promoters are fully authorised to allow temporary and/or permanent construction and/or erection in installation either on the exterior of the Said Building or on the Said Property, as the case may be, and the Purchaser/s agree/s not to object or dispute the same.

39. It is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Purchaser/s to the Said Premises, including the area thereof, to revise the building plans in respect of the Said Property and to utilise the total F.S.I. and the development rights available in respect of the Said Property by suitably modifying the building plans in respect of the Said Property as the Promoters may desire and the Purchaser/s irrevocably consent to the rights of the Promoters to revise and modify the building plans in respect of the Said Property from time to time.

40. The Purchaser/s shall not decorate the exterior of the Said Premises otherwise than in a manner agreed to with the Promoters.

41. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

42. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these Premises or as to the rights, liabilities and/or the duties of the Parties hereto, the same shall be referred to arbitration. The provisions of the Indian Arbitration Act shall apply to such reference.

IN WITNESS WHEREOF the parties hereto have hereunto set subscribed their respective hands and seals the day and year first hereinabove written.

FIRST SCHEDULE

FIRSTLY all those pieces and parcels of lands or grounds situate at village Powai, near I.I.T., Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing C.T.S. Nos. 20 (pt), 21 (pt), 22 (pt), 29 (pt) and 30 (pt) admeasuring about 1,51,315 sq.mtrs or thereabouts.

SECONDLY all those pieces and parcels of lands or grounds, being a portion of the said Larger Land, situate at Village Powai, near I.I.T., Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing C.T.S. Nos. 22/4 to 22/7 of Village Powai, admeasuring 61,199.50 sq.mtrs.

THIRDLY a portion of the Land described Secondly in the First Schedule hereinabove, on which the said Building No.5, called "ADONIA" has been constructed, bearing CTS No.22/6 of Village Powai, having plinth area of 894.94 sq.mtrs.

SECOND SCHEDULE

Common Areas and facilities of immediate area abutting the main entrance door after the landing on the floor of the Said Premises hereby agreed to be sold in proportion with other premises in the same floor. In case of the Terrace Flat, the Terrace shall belong exclusively to the respective Purchaser/s.

THIRD SCHEDULE

Pro-rat right alongwith all the Purchasers of premises in the Said Building in limited common area and facilities as follows (this does not apply in the case of premises other than flats) : (i) Staircase (ii) Entrance Hall (iii) Lifts and (iv) Servant's Toilet.

FOURTH SCHEDULE

1. R.C.C. Frame Structure.
2. Marble Mosaic Tiles in flooring.
3. Glazed tiles flooring the W.C.s and Dado in bathrooms W.C.s.
4. One shower in every bathroom.
5. One door bell.
6. Overhead and underground water tanks.
7. Lifts.
8. Compound wall with M. S. Gate.
9. One Wash basin.
10. One kitchen platform suitably decorated and glazed tiles dado.
11. Main door with aldrop, oil painted from inside & outside.
12. Building exterior with cement paint and interior with white lime wash.
13. Entrance hall suitably decorated.
14. Electrical points.

FIFTH SCHEDULE

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the building or enjoyed by the flat holders used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. The cost of cleaning and lighting the passages, water pump, landing, Staircases, lift, common lights and other parts of the building used by the flat holder/s in common, as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.

4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Deposits for Building, water-meters, electric meter, sewer line, etc.
6. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
7. Insurance of the Building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of building.

SIGNED SEALED AND DELIVERED)

By the withinnamed **PROMOTERS**)

MELRONIA HOSPITALITY PRIVATE LIMITED)

in presence of)

.....)

SIGNED SEALED AND DELIVERED)

By the withinnamed **PURCHASER/S**)

Mr./Mrs./Miss/M/s.)

.....)

.....)

in presence of)

.....)