

AGREEMENT FOR SALE

I-STAY – TOWER - “K”

THIS AGREEMENT made at Mumbai this _____ day of _____ in the year Two Thousand and _____ By and Between **STARWING REAL ESTATE COMPANY (Regd.)**, having its principal place of business at 501, Kaatyayni Business Center, Off Mahakali Caves Road, MIDC, Near Marol Bus Depot, Andheri (East), Mumbai – 400 093 by the hands of Mr. Rajeev Dube as Partner and/or Mr. Jitendra Vora as Director of I-stay Real Estate Private Limited / Starwing Developers Private Limited in their capacity as Partners, hereinafter referred to as the **“PROMOTER ”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner of the said Partnership firm for the time being and from time to time, the survivors or survivor of them and the heirs, executors, administrator or assigns of Mr. Rajeev Dube and the successors and assignors of the other Partners of the said firm for the time being) of the **ONE PART:**

A N D

(I) Mr. / Mrs./ _____ of _____ Indian Inhabitant, having his/her/ their residence at _____ hereinafter called **“THE ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her/ their respective heirs, executors, administrators and assigns)

(II) M/s. _____ LIMITED a company incorporated under the provisions of Companies Act and having its Registered Office at _____ hereinafter called **“THE ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the Other Part:

WHEREAS: -

1. The Shivaji Nagar SRA Co-operative Housing Society (hereinafter referred to as **“Society”**) was possessed of the immoveable property being plot of land bearing CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Marol Pipe Line Marol, Andheri East, Mumbai 400 059 admeasuring about 16,016.61 square meters or thereabouts or any accretions thereof after actual survey with slum structures/ hutments standing thereon (hereinafter referred to as **“the said property”**) a more particular description of the said property is contained in the **FIRST SCHEDULE** hereunder written. A location plan and the slum plan demarcated with red colour boundary line of the said property is at **Annexure “1”** and the Title Certificate issued by S. Mahomedbhai & Co. dated 11th October 2022 is at **“Annexure 2”** hereto.

2. The said property is of the ownership of Mumbai Mahanagarpalika (MCGM). By a Notification dated 02.04.1992 issued under Section 4(1) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("the Slums Act"), the Competent Authority has declared the said property as a "slum area". The said property is encroached by the 983 slum dwellers.
3. In 2005 the slum dwellers mutually decided to avail benefits under the "slum rehabilitation scheme" as prescribed by the applicable provisions of the Development Control and Promotion Regulations for Greater Mumbai ("DCR"). All the slum dwellers convened and held on 17.04.2005 a General Body Meeting with the following Agenda:
 - (i) To appoint a Chairman for the General Body Meeting;
 - (ii) To approve the name of proposed co-operative housing society;
 - (iii) To elect the Chief Promoter and Other Promoters of the society;
 - (iv) To accept the slum rehabilitation scheme as per the Maharashtra State Housing Policy;
 - (v) The power has been given to the Committee Members:
 - a) To appoint an Architect / Legal Advisor of the Society for the purposes of the slum rehabilitation scheme;
 - b) To discuss and appoint an agent / builder only for the purposes of obtaining the necessary permissions, Letter of Intent, Intimation of Disapproval and other approvals necessary for the implementation of a slum rehabilitation scheme on the said property.
4. At the meeting held on 17.04.2005 the slum dwellers resolved to form a co-operative society in the name of the Shivajinagar Co-operative Housing Society (Proposed). The Committee of the predecessor-in-interest of Society vide their letter dated 01.09.2005 authorized I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) to act as a developer for the purposes of obtaining necessary permissions, Letter of Intent, Intimation of Disapproval and other approvals necessary for the implementation of a slum rehabilitation scheme on the said property.
5. In pursuance of the discussions amongst the members / occupiers/ slum dwellers at the General Body Meeting dated 17.04.2005, the Society held further discussions with I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) and informed them in writing of their intent to consider I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) to bring the LOI, INTIMATION OF APPROVAL, Annexure II, Fire NOC, Civil Aviation and other permissions. In their Appointment Letter dated 01.09.2005 the Society wrote to I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) that they would not be entitled to any development rights in respect of the said property and that their appointment was being made only to bring the said permissions and approvals. I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate

Private Limited) wrote a letter dated 06.09.2005 to the Society expressing their tentative intent to carry out the work of obtaining such permissions and approvals.

6. In pursuance of the said Appointment Letter, I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) with a view to ascertain the viability of the said slum rehabilitation project submitted a proposal in respect of the said property to SRA. I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) paid the scrutiny fees of Rs. 11,100/- (Rupees Eleven Thousand and One Hundred only) to SRA on 16.05.2006. By a letter dated 29.05.2006, SRA accepted the said proposal.
7. I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) then submitted to the Society a letter dated October 02, 2014, informing the Society that I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) had identified two partners with whom I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) wanted to enter into an arrangement / partnership with intent to streamline and co-ordinate the work of obtaining the necessary permissions and approvals from SRA. The Society has given its in principle approval to I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) subject to receiving from them the true-copy of the Partnership Deed and other documents necessary to establish the arrangement as proposed by I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited).
8. Due to the tentativeness of the proposal submitted by I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) and with intent to obtain better planning for the purposes of slum rehabilitation and in order to co-ordinate and streamline the process of obtaining the approvals and permissions from SRA, I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) inducted (i) Mallesh Kapde and (ii) Nine Dimensions Private Limited and formed a partnership firm known as Starwing Real Estate Company (Partnership Firm) with them for the purposes of obtaining the necessary permissions and approvals from SRA for the slum rehabilitation project as sought by the Society. The said partnership firm is **“the Promoter”** therein being the **“Promoter”** herein.
9. The induction of the partners (i) Mallesh Kapde and (ii) Nine Dimensions Private Limited by I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) and the formation of the partnership firm was considered necessary in order to co-ordinate with the slum dwellers and to streamline the process of obtaining Annexure II in respect of the said property, apply for and obtain LOI and all other approvals and permissions including INTIMATION OF APPROVAL, Commencement Certificate, Fire NOC, Civil Aviation, Environment Clearance, transit accommodation permissions, etc. in respect of the said property. The experience of I-Stay Real Estate Private Limited (formerly known

as Starwing Real Estate Private Limited) is in construction work and of raising finance for the slum rehabilitation project.

10. By and under a Deed of Partnership dated 29.10.2014, I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) accordingly formed the said partnership firm with (i) Mallesh Kapde and (ii) Nine Dimensions Private Limited as its partners in the name and style of M/s. Starwing Real Estate Company viz. the Promoter. The Society at their General Body Meeting convened and held on 02.11.2014 gave permission to I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) to induct the said (i) Mallesh Kapde and (ii) Nine Dimensions Private Limited as partners and appointed the Promoter for the purposes of piloting and processing the proposal submitted by I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) to SRA and to obtain the necessary permissions and approvals from SRA. At their said General Body Meeting held on 02.11.2014, the Society further empowered the Promoter to undertake the work of obtaining all sanctions, approvals and permissions necessary for the implementation and enforcement of a slum rehabilitation scheme on the said property and to ensure that all such sanctions, approvals and permissions are kept valid, subsisting and alive at all times during the tenure of the implementation and enforcement thereof.
11. In the said General Body Meeting of 02.11.2014, the old Architect for the proposal was replaced by Mr. Suyog Seth of M/s. Mitie who was duly appointed as the new Architect for the said slum rehabilitation project for the purposes of applying for and obtaining all necessary sanctions and permissions for the purposes of implementation and enforcement of a slum rehabilitation scheme on the said property.
12. The Promoter is required to pay land premium to Mumbai Mahanagarpalika. This land premium is calculated at 25% of the annual rate of developed land for the zone for the year 2016. This amount is computed to be the sum of Rs. 18,18,42,250/-. The Promoter has deposited the first installment constituting 40% of the total land premium being a sum of Rs. 7,27,36,900/- and has paid the same to the Mumbai Mahanagarpalika. The Promoter has accordingly received the necessary No Objection Certificate dated 13.06.2016 from Mumbai Mahanagarpalika. The balance 60% of the total land premium being the amount of Rs. 10,91,05,350/- is to be paid to the Mumbai Mahanagarpalika by the Promoter.
13. The Promoter obtained the Annexure II from SRA on 31st January, 2017 whereby 934 out of 983 slum dwellers were declared eligible to participate in the Slum Rehabilitation Scheme. The declaration of eligibility of remaining slum dwellers is under process.
14. The Promoter obtained the permission from Civil Aviation on 26th July, 2018.
15. The Promoter obtained the Letter of Intent (L.O.I.) bearing reference No. SRA/ENG/1412/KE/ML/LOI dated 12.11.2020 whereby the Slum

Rehabilitation Authority appointed Starwing Real Estate Company as a Promoter to develop the said property on the terms and conditions contained therein. A copy of the LOI dated 12.11.2020 is annexed herewith and marked as **Annexure “3”**.

16. The Society held a meeting with the Managing Committee on 20th December, 2020, at which the Promoter informed the Society about the several steps taken by Promoter for processing of the approvals and the permissions including inter alia:

- i. Payment of Premium to MCGM;
- ii. Obtaining Annexure II from SRA;
- iii. Certificate for height from Civil Aviation issued on 26th July, 2018;
- iv. Letter of Intent issued on 12th November, 2020;
- v. INTIMATION OF APPROVAL of Rehab Tower - Issued on 10th December, 2020; and
- vi. Commencement Certificate of Rehab Building issued on 11th December, 2020.

The Promoter also informed the Society at the said Managing Committee Meeting that the following permissions / approvals were under process by the respective authorities

- i. INTIMATION OF APPROVAL for sale building
- ii. Commencement certificate for sale tower
- iii. Fire NOC
- iv. Rehab Transit Permission
- v. Environment Act NOC, etc.

All these steps and action taken and communications of the Promoter were ratified at the Managing Committee Meeting of the Society at their said meeting held on 20th December, 2020.

17. The certificate of incorporation of I-STAY REAL ESTATE PRIVATE LIMITED (formerly known as Starwing Real Estate Private Limited) was obtained on 17th February, 2021 for the purpose of change in name. The said Certificate of Incorporation dated 17th February, 2021, is marked and annexed hereto as **Annexure “4”**.

18. All the hutment dwellers have come together and have registered the Society under the name of the “Shivajinagar SRA Co-op. Housing Society Limited” bearing registration no. MUM / SRA / HSG / (T.C.) / 13114 / 2021 with respect to the implementation of the slum rehabilitation scheme on the said property. The Certificate of registration of the society dated 30th March, 2021, is marked and annexed hereto as **Annexure “5”**.

19. The Promoter wrote a letter dated 01st November, 2021 to the Society requesting them to execute a Development Agreement of the said property in favor of the Promoter. As an accompaniment with their said letter dated 1st November, 2021, the Promoter submitted a draft of the Development Agreement and a draft of the Power of Attorney for perusal of the Managing Committee of the Society.

20. In pursuance of the enabling Resolution No. 7 (being the power of the executive committee to execute the Development Agreements and Power of Attorney with the Promoter) passed by the Society in the General Body Meeting held on 02nd November, 2014, the Managing Committee of the registered Society held a meeting on 10th November, 2021 at which the Managing Committee of the Society passed a resolution approving the draft of Development Agreement and Power of Attorney as submitted by the Promoter to them for their perusal/ approval. The said Resolution of the Managing Committee also requires the Promoter to pay the stamp duty on this Development Agreement and Power of Attorney and to register the same. The Society has nominated its Chairman, the Honorary Secretary and a Managing Committee member as per the Resolution 7 passed in the 02nd November, 2014 Annual General Body Meeting, to sign and register the Development Agreement on the part of the Society. The Managing Committee decision to appoint the Promoter as the Promoter of the said property was ratified at the next General Body Meeting of the Society held on 25.09.2022.
21. The Managing Committee of Society has further informed the Promoter to provide rent of 11 months in lieu of temporary alternate accommodation to about 310 hutment dwellers. The said 310 hutment dwellers thereafter vacated their respective hutments and handed over the same to the Promoter whilst simultaneously entering into Individual Consent Agreements in favor of the Promoter. The Promoter will pay the sum of Rs. 15,000/- per month *in lieu* of temporary alternate accommodation to about 310 hutment dwellers. In addition, the Promoter will pay the sum of Rs. 15,000/- as one time *to and fro* shifting allowance. The Promoter will pay a sum of Rs. 15,000/- as one-time brokerage. The Promoter will pay a sum of Rs. 70,000/- or the sum of Rs. 40,000/- as applicable towards the hardship allowance for which the Promoter has entered into Individual Consent Agreements with 310 eligible slum dwellers.
22. At the said Managing Committee meeting held on 10th November, 2021, the Promoter has further informed the Society about the progress in seeking permissions from concerned authorities as follows:
- i. Rehab Transit Permission is obtained on 08th February, 2021;
 - ii. INTIMATION OF APPROVAL for sale Tower - Is obtained on 09th September, 2021;
 - iii. Commencement Certificate for Sale Tower - Is obtained on 16th September, 2021; and
- The Promoter further informed the Society that the Environment NOC and the Fire NOC is under process by the Promoter and is expected shortly. All these steps and action taken and communications of the Promoter were ratified at the meeting of the Managing Committee of the Society held on 10th November, 2021 and now at the Annual General Meeting of the Society held on 25.09.2022.
23. The resolution passed at the Managing Committee meeting held on 10th November, 2021, further authorizes the Chairman, the Honorary Secretary and a Managing Committee member to sign and register an irrevocable General Power

- of Attorney authorizing two nominees of the Promoter namely, Mr. Rajeev Dube and Mr. Jitendra Vora, jointly or severally, being the directors of M/s. I-Stay Real Estate Private Limited (formerly known as Starwing Real Estate Private Limited) who is the partner of the Promoter ; to do or cause to be done all acts, deeds, matters and things in connection with the enforcement and implementation of the Slum Rehabilitation Scheme on the said property.
24. Subsequent to the meeting of the Managing Committee Members, the Promoter obtained the Fire NOC dated 15th November, 2021, and submitted the Fire NOC to the Society.
 25. As per the request of the Managing Committee of the Society in the meeting dated 10th November, 2021, the Promoter made payment of Rs. 7,40,82,000/- (Rupees Seven Crores Forty Lakhs Eighty-Two Thousand only) to 310 hutment dwellers towards the rent for the per Intimation of Disapproval of 11 months.
 26. The 310 hutment dwellers have vacated their respective premises and handed over quiet, vacant and peaceful possession of their respective premises for demolition of their respective premises and construction of Transit Accommodation after receiving the rent towards 11 months starting from 01.01.2022 till 30.11.2022, one-time hardship allowance, one-time shifting allowance and the one-time brokerage allowance.
 27. The Promoter has obtained the permission to construct Transit Accommodation dated 08th February, 2021 issued by and constructed the Transit Accommodation Camp.
 28. The Promoter and the Society entered into a Development Agreement dated 09th June 2022, registered with the office of Joint Sub-Registrar of Assurances at Andheri – 07 (Bandra) bearing registration No. BDR-18-10373/2022. The Society gave the Irrevocable Power of Attorney dated 09th June 2022, registered with the office of Joint Sub-Registrar of Assurances at Andheri – 07 (Bandra) bearing registration No. BDR-18-10377/2022 authorizing Mr. Rajeev Dube and Mr. Jitendra Vora to take all actions for purpose of developing the said property.
 29. By and under a Deed of Admission of Partners dated 09.06.2022, the Promoter has inducted two Partners in the said Partnership firm namely 1) Mr. Rajeev Rameshkumar Dube and 2) M/s. Starwing Developers Private Limited.
 30. Disputes and differences arose amongst the Partners of the Partnership firm of the Promoter pursuant where to I-Stay Real Estate Private Limited as Partner of the Partnership firm has taken over the respective shares of Mr. Mallesh Kapde and M/s. Nine Dimensions Private Limited in the said Partnership in accordance with the Arbitration Award dated 03rd October 2022 and/or at or for the consideration and on the terms and conditions as set out in the Deed of Retirement – Cum – Reconstitution of Partnership dated 10th October 2022 of the said Partnership firm.
 31. The Promoter has obtained Plinth Commencement Certificate dated 11th December 2021 under No. KE/MCGM/0029/20060516/AP in respect of the said SRA Rehab Composite Buildings. In the circumstances, mentioned herein above,

the Promoter is entitled to develop the land mentioned in the **Second Schedule** hereunder written for the purposes of the said SRA Rehab Composite Buildings and the structures more particularly described in the **Third Schedule** hereunder written being the said SRA Rehab Composite Buildings.

32. The Promoter has obtained the entire Plinth Commencement Certificate dated 16th September 2021 bearing No. KE/MCGM/20029/20060516/AP for the said Sale Component Buildings.
33. In the circumstances, mentioned herein above, the Promoter is entitled to develop the land more particularly described in **the Fourth Schedule** hereunder written as and for the sale components of the said Slum Rehabilitation Scheme and the structures more particularly described in the **Fifth, Sixth & Seventh Schedule** hereunder written as and for the sale components of the Buildings to be constructed on the said land more particularly described in the **Fourth Schedule** hereunder written.
34. The Promoter has proposed to construct the SRA Rehab Composite Buildings and the Sale Component Buildings pursuant to the sanctioned layout plan and according to the terms stipulated in the final INTIMATION OF APPROVAL issued by SRA. A copy of the said sanctioned layout plan is annexed hereto and marked as **Annexure “6”**.
35. After obtaining Intimation of Approval, Commencement Certificate, with respect to the SRA Rehab Composite Building, the Promoter has proposed to construct three buildings of SRA Rehab Composite Buildings being structure comprising of A, B and C wings along with mechanized car parking more particularly described in the **Third Schedule** hereunder written.
36. After obtaining Intimation of Approval, Commencement Certificate, with respect to the Sale Component the Promoter has proposed to construct the Sale Component Buildings comprising of **(1) “Kaatyayni Imperial” comprising of Tower - D, Tower - E, Tower - F & Tower - G; (2) “I-STAY” comprising of Tower - H, Tower - I, Tower - J & Tower - K and (3) “I-STAY Commercial”** partly comprised in **Towers - H, I & J** together being the structures described in Sale Component Buildings more particularly described in **Fifth, Sixth & Seventh Schedule** with mechanized car parks for Kaatyayni Imperial. Common podium, common servant toilet, common society office, common STP and common water tank for **Kaatyayni Imperial** including **I-STAY & I-STAY Commercial** (separate water tank for I-STAY Commercial). Small basement for two-wheeler parking for **I-STAY** (on first-come-first-served basis for 100 two wheeler parking slots). Commercial, car wash area, laundry, convenience store, gymnasium, banquet, swimming pool, service apartment cloud-kitchen, other commercial activities and covered stilt parking for **I-STAY Commercial** partly comprised in **Towers - H, I & J**.
37. After obtaining Plinth Commencement Certificate of the SRA Rehab Component and Sale Component, the layout of the said Property has been divided into 2 parts, as per the certificate issued by the Architect M/s. Mitie Designers and

Planners Private Limited dated 07.12.2022. A copy of the certificate issued by M/s. Mitie Designers and Planners Private Limited dated 07.12.2022 as **Annexure 7.**

- a. First portion being the SRA Rehab Component admeasuring at least 4785.73 square meters (which is more particularly described in the **Second Schedule** hereunder written and subject to demarcation of MCGM/SRA or any Competent Authorities), which will have the Rehab Composite Building of SRA, which is known as **Shri Shivaji Nagar S.R.A. Co-operative Housing Society Limited (Regd.)** for the rehabilitation of the members of the said SRA Rehab Society and also to accommodate the requisite number of units to be allotted towards P.A.P.s, Balwadis, Welfare Centers, Society Office/s, mechanized car parking tower, common STP, common water tank and other amenities, being the structures more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as **“the said SRA Rehab Composite Building”**);
- b. The Second portion, admeasuring approximately at least 7916.83 square meters (subject to demarcation by the Competent Authorities) (hereinafter referred to as the **“said Sale Component”**, more particularly described in the Fourth Schedule hereunder written). The said Sale Component will consist of 8 high rise towers namely **(1) “Kaatyayni Imperial” comprising of Tower - D, Tower - E, Tower - F & Tower - G; (2) “I-STAY” comprising of Tower - H, Tower - I, Tower - J & Tower - K and (3) “I-STAY Commercial”** partly comprised in **Towers - H, I & J** together being the structures described in Sale Component Buildings more particularly described in **Fifth, Sixth & Seventh Schedule** with mechanized car parks for Kaatyayni Imperial. Common podium, common servant toilet, common society office, common STP and common water tank for **Kaatyayni Imperial** including **I-STAY & I-STAY Commercial** (separate water tank for I-STAY Commercial). Small basement for two-wheeler parking for **I-STAY** (on first-come-first-served basis for 100 two-wheeler parking slots). Commercial, car wash area, laundry, convenience store, gymnasium, banquet, swimming pool cloud-kitchen, other commercial activities and covered stilt parking for **I-STAY Commercial** partly comprised in **Towers - H, I & J**.
- c. The Promoters have registered the of the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (hereinafter referred to as the “said RERA”) with the Real Estate Regulatory Authority under No. _____; a copy of which is annexed hereto as **Annexure “8”**.
- d. This agreement is pertaining to Sale Component Building namely **I-STAY - Tower - K**, which has been registered as a project in MahaRERA having registration number: _____ (hereinafter referred

to as the “**said Tower - K**”), more particularly described in the **Eighth Schedule** hereunder written.

- e. The Promoter hereby represents that as per the plans approved by the Competent Authorities, the Promoter shall construct the said **Tower – K** which is to be constructed on the land in the **Fourth Schedule** by using and consuming the F.S.I. (Floor Space Index) sanctioned in terms of the final Intimation of Approval / Commencement Certificate granted by the Executive Engineer, SRA and is further entitled to consume all other available F.S.I. including Fungible F.S.I. etc., as may be permissible under the said Slums Act and such construction shall be subject to the NOC / Certificate of the Height Clearance from the Airport Authority of India, Environment NOC and the Chief Fire Officer.
- f. The Promoter is entitled to consume/use the entire F.S.I. i.e., F.S.I. originating from the said Property (basic F.S.I.) and F.S.I. by way of Transfer of Development Rights (“T.D.R. F.S.I.”) and F.S.I. by way of any other policy/scheme of the Government.
- g. The Promoter shall be entitled to the benefit of Transfer of Development Rights (TDR) (if any) on the Promoter's said Sale Component by merging/clubbing or amalgamating the SRA Scheme sanctioned in respect of the said Property with any other SRA Scheme and/or by purchasing the F.S.I. of any other reserved plots/slums and utilize and consume it in the proposed development as permissible by the SRA, Collector, MCGM/SRA, D.C. Rules and Regulations and other applicable laws from time to time.
- h. The Promoter has appointed Shri Suyog Shet of M/s. Miti as the Architect and Mr. Milan Bandopadhyaya of M/s. Set-Square Architects as the Project Architect and Shri H. R. Gokhale of Structural Consultant Associated Consultants Consulting Engineers as the Structural Engineers to process the development of the said Sale Buildings further, which is to be constructed on the said Sale Component described in the **Fourth Schedule**. The said Shri Suyog Shet of M/s Miti, Minal Architects and Shri H. R. Gokhale of Structural Consultant Associated Consultants Consulting Engineers are preparing structural designs, drawings and specifications of the said Sale Buildings. For the said **Tower - K** described in the **Eighth Schedule**, the Allottee/s accepts the professional supervision of the said Architect, the said Project Architect and the said Structural Engineers till the completion of the said **Tower - K**, unless otherwise changed.
- i. Upon the receipt of the Occupation Certificate (O.C.) in respect of the said **Tower - K**, after all the flats/units therein are sold on Ownership basis or otherwise, the land of the said Sale Component comprised in **Tower - K** would be assigned and transferred and/or cause to be assigned or transferred along with the said **Tower - K** in favour of any Federation of

the Societies or jointly with any said Proposed New Society to be formed by all the Allottee/s of the flat/s in the said **Tower - K** at the discretion of the Promoter not limited to flats in the construction work on the said property.

- j. The Promoter has informed to the Allottee/s and the Allottee/s is/are aware that the Promoter will develop the said **Tower - K** and any amenities in a phased manner as per the sanctioned and/or revised I.O.A. and as registered under MahaRERA, having registration No. _____ with such modifications thereto as the Promoter may from time to time determine and as may be approved by the concerned local bodies and authorities and the programs of the said phased development will be determined by the Promoter at his own discretion.
- k. While sanctioning the Plans, the Slum Rehabilitation Authority (the S.R.A.) and/or the Government 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 upon due observance and performance of which only, the Occupation and the Building Completion Certificates in respect of the said **Tower - K** shall be granted by the Slum Rehabilitation Authority.
- l. The Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared in respect of the said **Tower - K** to be constructed on the said Sale Component, prepared by the Promoter's Project Architect M/s. Set-Square Architects, the said Development Agreements, Powers of Attorney, the Permissions, Orders and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and the Rules made there under as well as the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RERA") and Rules and Regulations made there under. The Allottee/s have also taken inspection of documents being C.T.S. Plan, D.P. Remarks, Slum Plan, L.O.I., Environment N.O.C., Civil Aviation N.O.C., C.F.O. (the Chief Fire Officer) N.O.C., Layout Plan, List of Amenities, etc. and have obtained photocopies of the said documents and the same is made available on the request of the Allottee/s on the website of the Promoter (www.i-stay.com) & MAHARERA website)
- m. The Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in **I-STAY - TOWER - "K"** being constructed in the 1st phase of the said Project.

- n. The Allottee/s being fully satisfied in respect of the title of the Promoter to the said Property and also to the Promoter's right, title and interest to develop the said Property and to sell the flats forming part of its sale entitlement in the proposed said **Tower - K** to be constructed on the said Sale Component. The Allottee has/have approached the Promoter and have offered to purchase and the Promoter has agreed to sell to the Allottee/s (1) **Apartment bearing No. _____, on _____ Floor, in the Tower - K consisting of 1-RK Apartment admeasuring 170 square feet i.e., 15.79 square meters RERA Carpet area from 1st and 2nd floor (without sundeck)** together with the proportionate undivided share/right/title/interest in the common areas, amenities and facilities of the proposed in the said Sale Buildings to be constructed on the said Sale Component (hereinafter referred to as the "**said Flat**"), on the terms and conditions agreed and appearing hereunder. The said Apartment is more particularly described in the **Ninth Schedule (a)** hereunder written. The Floor Plan of the said Apartment is annexed hereto as **Annexure "9"** and Apartment Plan **Annexure "10"**.

OR

- (2) **Apartment bearing No. _____, on _____ Floor, in the Tower - K consisting of 1-RK Apartment admeasuring 170 square feet RERA Carpet area along with 15 square feet sundeck that aggregates to a total of 185 square feet RERA carpet area i.e., 17.18 square meters which is inclusive of sundeck area from 3rd to 22nd floor** together with the proportionate undivided share/right/title/interest in the common areas, amenities and facilities of the proposed in the said Sale Buildings to be constructed on the said Sale Component (hereinafter referred to as the "**said Flat**"), on the terms and conditions agreed and appearing hereunder. The said Apartment is more particularly described in the **Ninth Schedule (b)** hereunder written. The Floor Plan of the said Apartment is annexed hereto as **Annexure "11"** and Apartment Plan **Annexure "12"**.

for the total consideration amount of Rs. _____/-
(Rupees _____ only) subject to the terms and conditions set out hereinafter.

- o. The "Carpet area" means the net usable floor area of a said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive of balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.

- p. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- r. Under Section 4 of the MOFA, the Promoter is required to execute a written Agreement for the sale of the aforesaid Apartment to the Allottee/s, being in fact these presents. Similarly, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- s. The list of Annexures attached to this Agreement is as under:

Annexure 1	Slum Plan with red boundary line
Annexure 2	Title Certificate by S. Mahomedbhai & Co.
Annexure 3	LOI dated 12.11.2020
Annexure 4	I-Stay incorporation certificate
Annexure 5	Society registration certificate
Annexure 6	Sanctioned Layout plan
Annexure 7	Certificate dated 07.12.2022 issued by Architect
Annexure 8	RERA Certificate of Tower - K in I-STAY
Annexure 9 & 10	Floor Plan & Apartment Plan
Annexure 11 & 12	Floor Plan & Apartment Plan
Annexure 13	List of Amenities

- t. The Allottee/s hereby expressly confirm/s that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc., of various terms and conditions contained in the plans, documents, orders, layouts scheme / project including the rights and entitlements available to and reserved by the Promoter as contained in these presents;
- u. The Parties hereto are desirous of recording the terms and conditions agreed upon between them, by these presents.

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

1. The recitals contained herein above shall form an integral and operative part of this Agreement.
2. The Promoter shall construct 3 (three) multi-story buildings (A, Band C wings) on the said Property described as in the Second Schedule hereunder:
 - a) Three building **(SRA Rehab Composite Building) consisting of Ground + 20 Habitable Floors** shall be allotted to the members of the **Shree Shivaji Nagar S.R.A. Co-Operative Housing Society Limited for rehabilitation of the Slum Dwellers** which shall have their separate Compound, entry and exit, to be constructed on the said SRA Rehab Composite Building.
3. The Promoter shall construct 8 (eight) high-rise towers **(D, E, F, G, H, I, J & K Towers)** on the land comprising the Sale Component which buildings are described as in the **Fourth Schedule** namely (1) **KAATYAYNI IMPERIAL – Tower - D, Tower - E, Tower - F & Tower - G**; (2) **I-STAY comprising of Tower - H, Tower - I, Tower - J & Tower - K** and (3) **I-STAY Commercial comprising partly in Towers H, I & J.**
 - a) **One (1) high-rise RESIDENTIAL TOWER** to be known as **I-STAY – Tower - K** comprising of ground + 22 floors including upper podium/s in the said Sale Component Buildings is constructed by the Promoter in accordance with the plans, designs and specifications approved by Slum Rehabilitation Authority (S.R.A.) and other local authorities by using and consuming entire F.S.I. i.e. F.S.I. originating from the said Property (basic F.S.I.) and F.S.I. by way of Transfer of Development Rights (T.D.R.) and F.S.I. by way of any other policy / scheme of Government PROVIDED ALWAYS and it is hereby expressly agreed that if at any time in future the said Property becomes entitled to avail of any increased / additional F.S.I., in any manner whatsoever, the Promoter shall be entitled to utilize the same for constructing additional floors, and the Allottee/s have granted his / her / their express consent to such additional construction of the floors / area by executing this Agreement but with the express understanding that the total area of the residential apartment agreed to be acquired by him/her/them is not reduced in any manner whatsoever and howsoever.
4. The Allottee/s, consents herewith for such variations and modifications as the Promoter may consider necessary or as may be required by the S.R.A. and / or other concerned authorities or Government to be made in them. As part of such variation amendment or alteration in the layout and / or in the said **Tower - K** building plans, the Promoter may change location of the said **Tower - K** or any one or more of them and the Promoter may also construct additional areas by constructing additional wings and / or additional floors to one or more of the said **Tower - K** and may also construct further buildings on the said Sale Component as may be approved by the concerned authorities. It is hereby agreed by and between the Parties hereto that the Promoter shall be entitled to make all variations or modifications in the said Plans as it may deem fit and in the case of

any minor changes of area, consideration value shall be adjusted proportionately. The Promoter shall not be required to take any further permission, written or otherwise of the Allottee/s for the same. The consent herein shall be considered as the Allottee/s' consent contemplated by Section 7(1)(ii) of MOFA.

5. The Allottee/s hereby confirm that, before execution of this Agreement, the Promoter has made full free and complete disclosure of the following and that the Allottee/s have agreed to and accepted that:

- a) The Promoter is absolutely entitled to the development rights in respect of the said Property.
- b) The nature of the right, title and interest of the Promoter in respect of the said **Tower - K** to be constructed on the said Sale Component, along with all the relevant documents are as referred in the recitals herein above.
- c) The plans and specifications have been duly approved and sanctioned by the S.R.A. in respect of the said **Tower - K** to be constructed on the said Sale Component. The said **Tower - K** is to be constructed by utilizing the entire F.S.I. available in respect of the said Property and in case if at any time in the future any increased / additional F.S.I. becomes available, the Promoter shall be entitled to utilize the same for constructing additional floors / buildings.
- d) Various amounts which are to be paid, inter-alia, towards maintenance charges, legal charges, expenses including all premiums, deposits to be paid / already paid to the concerned authorities, statutory provision regarding stamp duty and registration charges etc. for the time being in force.
- e) The terms, conditions, covenants and stipulations contained in the documents referred hereinabove and to be performed, fulfilled, complied with and observed by the Allottee/s.

6. The Allottee/s is / are entering into this Agreement with the full knowledge of the aforesaid and other terms and conditions contained in these presents and on the specific representation by the Allottee/s that he / she / it / they shall abide by the same.

7. The Promoter shall:

Sell and transfer to the Allottee/s subject to the provisions of these presents a residential

(a) **Apartment bearing No. _____, on _____ Floor, in the Tower - K of I-STAY, sixteen flats each floor consisting of 1-RK Apartment admeasuring 170 square feet i.e., 15.79 square meters RERA Carpet area from 1st and 2nd floor (without sundeck)**

OR

(b) **Apartment bearing No. _____, on _____ floor , in the Tower - K of I-STAY, sixteen flats each floor consisting of 1-RK Apartment admeasuring 170 square feet RERA Carpet area along with 15 square feet sundeck that**

aggregates to a total of 185 square feet RERA carpet area i.e., 17.18 square meters which is inclusive of sundeck area from 3rd to 22nd floor; whichever composition applicable;(hereinafter referred to as the "said Flat")on the terms and conditions agreed and appearing hereunder. The said Apartment is more particularly described in the Ninth Schedule (a) OR (b) hereunder written. The Floor Plan of the said apartment is annexed hereto as Annexure “9”&“10” OR The Floor Plan of the said apartment is annexed hereto as Annexure “11”and“12” for the lump sum consideration/ purchase price of Rs. _____/- Rupees_____ Only) including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the said Flat, the nature, extent and description of the common areas and facilities, is as mentioned in the Tenth Schedule, which also includes Rs. _____/- for one covered or mechanized car parking at the discretion of the Promoter in the said Sale Component Buildings.

8. The Allottee/s agrees to pay to the Promoter the said lumpsum consideration or purchase price of Rs. _____/- (Rupees _____ only) for the said apartment in the following manner.

9. The Allottee/s has/have on or before execution of these presents paid a sum of Rs. _____/- (Rupees _____ only) as earnest money or deposit/part payment to the Promoter being 9.09% of the total consideration amount, upon confirmation of sale as deposit or earnest money. The balance consideration of Rs. _____/- (Rupees _____ only) shall be paid in the manner set out herein below:

Sr. No.	Particulars	Percent age	Cummulative Percentage	Amount (in Rs.)	Cumulative Amount (in Rs.)
1	Booking Amount (Within 30 days)	9.00%	9.00%		
2	On Agreement Completion	11.00%	20.00%		
3	On Commencement of Excavation	10.00%	30.00%		
4	On Completion of Foundation	7.50%	37.50%		

5	On Completion of Plinth	7.50%	45.00%		
6	On Completion of 2nd Slab	2.50%	47.50%		
7	On Completion of 4th Slab	2.50%	50.00%		
8	On Completion of 6th Slab	2.50%	52.50%		
9	On Completion of 8th Slab	2.50%	55.00%		
10	On Completion of 10th Slab	2.50%	57.50%		
11	On Completion of 12th Slab	2.50%	60.00%		
12	On Completion of 14th Slab	2.00%	62.00%		
13	On Completion of 16th Slab	2.00%	64.00%		
14	On Completion of 18th Slab	2.00%	66.00%		
15	On Completion of 20th Slab	2.00%	68.00%		
16	On Completion of Terrace Slab	2.00%	70.00%		
17	On Completion of Blockwork	2.50%	72.50%		
18	On Completion of Internal Plaster / Gypsum	2.50%	75.00%		
19	On Completion of Flooring	2.50%	77.50%		
20	On Completion of Door Fixing	2.50%	80.00%		
21	On Completion of Window Fixing	2.50%	82.50%		
22	On Completion of External Plumbing	2.50%	85.00%		
23	On Completion of Internal Plumbing	2.50%	87.50%		
24	On Completion of External Plaster	2.50%	90.00%		

25	On Completion of Terrace Waterproofing	2.50%	92.50%		
26	On Completion of Electrical Fittings	2.50%	95.00%		
27	On Possession	5.00%	100.00%		
	Total	100%			
Above mentioned construction timelines for finishing work will be due as per the floor-wise work completion on the Allottee's floor					

The above installments shall become due and payable by the Apartment Allottee/s on completion of the respective work of each item mentioned herein above. The RCC, civil, plastering, finishing, installation of internal and external MEP fixtures and fittings, etc. and other works required to complete the building for occupancy and possession by the Apartment Allottee, shall commence and continue along with the completion of slabs concurrently, subject to practical constraints, while maintaining compliance with the provisions of MahaRERA.

10 (a) The total price (Agreement Value) above excludes, deposits of Rs _____ / as mentioned in clause ____ & ____ and one time development charges, etc of Rs _____ / , Taxes (consisting of tax paid or payable by the promoter) by way of Value Added Tax, GST, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter up to the date of handing over the possession of the Apartment.

10(b) 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 other increase in charges which may be levied or imposed by the competent Authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc, the Promoter shall enclose the said notification/order/rule/regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

10(c) The Promoter may allow, in its sole discretion, a rebate for early payment of equal instalments payable by the Allottee by discounting early payments at the rate of State Bank of India's highest marginal cost of lending plus 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

10.(d) The Promoter shall confirm the final carpet area that has been allowed to the Allottee after the construction of the building is complete and the occupancy certificate/ BCC 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 table for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per square meter as agreed in clause ____ of this Agreement.

10.(e) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

10.(g) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said building in which the Apartment will be situated and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause ____ herein above ("Payment Plan").

10 h. If the Allottee/(s) commits any three (03) defaults in payment of any of the installments becoming due as aforesaid on their respective due dates (time being the essence of the contract) and / or in observing and performing any of the terms and conditions of this Agreement, the Promoter shall give notice of fifteen days (15) in writing to the Allottee/(s), by Registered Post A.D. at the address provided by the Allottee/(s) and email at the e-mail address, if any, provided by the Allottee/(s), of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and if the default continues in spite of 15 (fifteen) days' notice in writing sent by the Promoter to the Allottee/(s), the Promoter shall be at liberty to terminate this Agreement, in which event, the Promoter

shall refund to the Allottee/(s) subject to adjustment and recovery of any agreed and pre-quantified liquidated damages of amount equaling to 25% of the amount of the total consideration for the said Apartment and the consideration for one parking in mechanized car parking tower; which may be payable to the Promoter, within a period of ninety days (90) of the termination. The Promoter shall however, on such termination, subject to set off of the said pre-quantified liquidated damages, return to the Allottee/(s) the installments of the excess part payment, if any, paid by the Allottee/(s) as mentioned herein above which may have till then been paid by the Allottee/(s) to the Promoter. The Parties agree, declare and confirm that the said pre-quantified liquidated damages of amount equaling to 25% of the amount of the total consideration for the said Apartment and the consideration for one covered or mechanized car parking, is a genuine pre-estimate of the said liquidated damages and shall not be subject to any question in future by either of the Parties hereto. On the Promoter terminating this Agreement under this clause, they shall be at liberty to sell and dispose of the said Apartment to any other person/s as the Promoter deems fit, at such price as the Promoter may decide and the Allottee/(s) shall not be entitled to question such sale or to claim any amount from the Promoter on that account. Provided however, the Promoter shall in his entire discretion be entitled to waive or extend the time period for compliance with or fulfilment of any of the breach or breaches being the subject matter of the 15 days notice of the promoter. Such extension shall be without prejudice to all the rights and contentions of the Promoter as contained in this clause or otherwise in law.

11. The Promoter hereby declares that the Floor Space Index as on date in respect of the project land is said building is ____ square meters only and Promoter has planned to utilize Floor Space Index of ____ square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to due to change in policy, which are applicable to the said project. The Promoter has disclosed the Floor Space Index of ____ square meters as proposed to be utilized by them on the said building in Phase-I/said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and rehab of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

12.1 If the Promoter fails to abide by the time schedule for completing the said building and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee towards the agreement amount, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of

this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any liquidated damages including 2% cost of the said Apartment as forfeiture charges, brokerage paid, subvention interest (if any) paid by the Promoter to the allottee, or any other amount which may be payable to Promoter including government taxes, GST if outstanding, stamp duty if paid by the Promoter, or such interest on taxes or interest on payments, etc) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

13.The fixtures and fittings with regards to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if branded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure '___', annexed hereto.

14.The Promoter shall give possession of the Apartment to the Allottee on or before ____ day of ____ 20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall liable on demand to refund to the Allottee the amount already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause ___ herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

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

15.1. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy certificate, whether part or full, from the competent authority, shall offer in writing for the possession of the Apartment, to the Allottee in terms of this Agreement to be taken in 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agrees (s) to pay the maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the said building.

15.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

15.3 Failure of Allottee to take Possession of (Apartment/Plot):

Upon receiving a written intimation from the Promoter as per clause __ the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in Clause __, such Allottee shall continue to be liable to pay maintenance charges as applicable.

15.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects (if no alterations made by the allottee) on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

17. The Allottee along with other Allottee(s) of the Apartments in the building as well as said further building to be constructed touching/adjoining or independent to the said building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration coming of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

18. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

19. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

20. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, assessment taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerk bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s and the Promoter shall bear only the Property Tax of all the unsold Apartments even after formation of the society of the Allottees. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred/leased to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of

Rs. _____ /- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment/ lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment/ lease being executed for the structure of the building or wing 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.

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

- (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 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

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

23. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body

or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:-

- (i) It has clear and marketable title with respect to the said property as declared in the title report annexed to this agreement and has the requisite right to carry out the development upon the Phase-I being forming part of the said property /project land and also has actual, physical and legal possession of the said property being part of the project land for the implementation of the project ;
- (ii) The Promoter has lawful rights and that has it approvals from the competent authorities to carry out development of Phase-I and shall obtain requisite approvals from time to time to complete the development of the Phase-I ;
- (iii) There are no encumbrances upon the Phase-I land except those disclosed in the title report;
- (iv) There no litigation is pending before any court of law with respect to the Phase-I land except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent Authority is with respect to the phase-I, project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authority is with respect to the Phase-I, project, project land and the said building/wing shall be obtained by following due process of law and the Promoter has been and shall, or all times, remain to be in compliance with all applicable laws in relation to the Phase-I, project, project land, building/wing and common areas;
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected'
- (vii) The Promoter has not entered into an agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Phase-I land, and the said (Apartment) which will, in any manner, affect the rights of Allottee under this agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment) to the Allottee in the manner contemplated in this agreement;

- (ix) At the time of the execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said projects to the competent Authorities;
- (xi) No notice from the Government or any other local body or any local Authority or by any legislative enactment, government ordinance, order, notification [including any notice for acquisition or requisition of the phase-I land] has been received or served upon the Promoter in respect of the phase-I land except those disclosed in the title report;
- (xii) All drawings, sale plans, other drawings are as given to the Promoter by the Appointed Architect, Structural Consultants, other consultants, the Promoter has thus disclosed the same to the Allottee and the allottee is aware that the professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any harm/loss caused to the Allottee and based on the same, the Allottee has agreed to take the Apartment/apartment.

25. The Allottee/s or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby with the Covenants with the Promoter as follows:

- i. To maintain the Apartment at the Allottees own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or to make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local Authorities, if required;
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase or

common passages or any other structure of the building in which the Apartment is situated, including the entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence

of default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs in the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules, regulations, bye laws of the concerned local Authority or other public Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local Authority and/or any other public Authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and conditions, and in particular, So as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or RCC Partis, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or the portion of the Project land and the building in which the Apartment is situated.
- vii. Pay to the promoter within 15 days of demand by the promoter, his share of security deposit demanded by the concerned local Authority or a government or giving water, electricity or any other service connection to the building in which the apartment is situated.

- viii. To bear and pay increases in the local taxes, water charges, insurances and such other levies, any, which are imposed by the concerned local Authority and/or government and/or any other public Authority, on account of any change of user of the Apartment by the Allottee for any purposes other than for the purposes for which it was sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part of it the possession of the apartment until all the dues payable by the Allottee to the promoter under this agreement are fully paid up and only if the Allottee/s had not guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has intimated in writing to the Promoter and has obtained its prior written consent.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex body or Federation may adopt at its inception and the additions, alterations or amendments there off that may be made from time to time for protection and maintenance of the said building and the apartments there in and for the observance and performance of the building rules, regulations and by-laws for the time being of the concerned local Authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex body/Federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. The Allottee hereby agrees and confirms the stilts, basement and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the Promoters and all benefits thereof, will belong to the Promoters and the Promoters shall be

entitled to deal with, dispose of, let out, give on hire or leave and license or any other basis, as the Promoters may deem fit and the Promoters shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. therefrom up to registration of the Federation /apex body of the Societies or Limited Company of all the societies of all the buildings in the project land.

- xiv. As per conditions of the CFO NOC, the allottee can make the false ceiling which shall be of non-combustible material. Similarly, the suspenders of the false ceiling shall be of non-combustible material. also the allottee shall use materials for interior decoration/furnitures which shall not be of combustible in nature and may not spread toxic fumes/gases.

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

27. Nothing contained in this agreement is intended to be nor shall be construed as a Grant, demise or assignment in law, of the said apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the apartment hereby agreed to be sold to him and all open spaces, Parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building was transferred/leased to the Society/Limited Company or other body and until the project land is transferred/leased to the Apex body/Federation of all the societies of all the buildings in the project land/ jointly to all the societies as hereinbefore mentioned.

28. The fixtures, fittings and amenities to be provided in the said Apartment and the materials to be used in the construction of the said proposed new **I-STAY -Tower - K** herein after and the specification of the said proposed new **I-STAY -Tower - K** are those as set out hereinafter in the **Annexure "13"** annexed hereto and the Allottee/s has/have satisfied himself / herself / itself / themselves about the design of the said Apartment and also about the specifications and amenities to be provided therein.

29. The Allottee/s shall from the date of possession maintain the said Apartment at his / her / its / their cost in a good and tenantable repair condition and shall not do or suffer to be done anything in or to the said Apartment, and / or common passage, or the compound which may be against the rules or regulations/ bye-laws of the MCGM / SRA or any other concerned authority.

30. The Allottee/s shall have no claim whatsoever except in respect of the said Apartment hereby agreed to be acquired. It is hereby expressly and specifically

agreed by and between the Parties herein that all other open spaces, staircases, lobbies, un-allotted Apartment and other spaces, terrace, garden etc. shall remain the exclusive property of the Promoter till the charge of the said Sale Component and the said proposed new Buildings "**Kaatyayni Imperial; I-STAY and I-STAY Commercial**" are handed over to the said Proposed New Society or upon its transfer whichever is later.

31. On the completion of the said Building, the Promoter will co-operate with the Alottee/s in forming and registering a Co-Operative Housing Society or Apex Co-Operative Society, the rights of members of the Co-Operative Housing Society or Apex Co-Operative Society, as the case may be, being subject to the rights of the Promoter under this Agreement and the conveyance / lease to be executed in pursuance thereof. When the said Proposed New Housing Society is registered and all amounts due and payable to the Promoter in respect of all the Apartments/premises are paid in full as aforesaid, the Promoter shall (subject to their obtaining the permission under the law and rules and regulations) get executed the necessary lease / conveyance of the said Sale Component (to the extent as may be permitted by the authorities) without being liable for any compensation, whatsoever together with the building in favour of the said Proposed New Society. The Alottee/s shall not raise any objection and / or claim any compensation thereof. Such conveyance shall be in respect of the said Sale Component together with the said Sale Buildings constructed and standing thereon.
32. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of the said **I-STAY -Tower - K**, hereditaments and Apartment or any part thereof or of the said proposed Sale Component Buildings thereon or any part thereof.
33. The Parties hereto specifically declare and confirm that:
- a) The Alottee/s had inspected the said Sale Component Building and has ascertained for himself / herself / itself / themselves that the construction of the proposed said **I-STAY -Tower - K** is still in progress and the said Apartment are not yet fit / ready for use and to be occupied.
 - b) Occupation Certificate (O.C) in respect of the proposed said **I-STAY -Tower - K** has not yet been issued by the MCGM / SRA as required by law and consequently under the provisions of Section 3(2)(i) of MOFA, the Promoter is not entitled to allow the Alottee/s to enter into the possession of the said Apartment and the Alottee/s is prohibited from taking possession of the said Apartment till such Occupation Certificate (O.C) is issued by the MCGM / SRA authorities.
34. The Alottee/s hereby confirm that, before execution of this Agreement, the Promoter has made full, free and complete disclosures of the following and that the Alottee/s have agreed to and accepted the same:
- (a) The Promoter is absolutely entitled to the development rights in respect of the said Property;

- (b) The nature of the right, title and interest of the Promoter in respect of the proposed said **I-STAY -Tower - K** to be constructed on the said Sale Component, along with all the relevant documents are as referred to in the recitals hereinabove;
- (c) The plans and specifications have been duly approved and sanctioned by MCGM / SRA in respect of the proposed said **I-STAY -Tower - K** to be constructed on the said Sale Component;
- (d) The proposed said **I-STAY -Tower - K** is being constructed by utilizing the entire F.S.I. available in respect of the said Sale Component and in case if anytime in future any increased / additional F.S.I. is available, the Promoter shall be entitled to utilize the same for constructing additional floors / buildings;
- (e) Various amounts which are to be paid, inter-alia, towards maintenance charges, legal charges, expenses including all premiums, deposits to be paid / already paid to the concerned authorities, statutory provisions regarding stamp duty and registration charges etc. as are for the time being in force; and the terms, conditions, covenants and stipulations contained in the documents referred hereinabove and to be performed fulfilled complied with and observed by the Alottee/s;

The Alottee/s is / are entering into this Agreement with the full knowledge of the aforesaid and other terms and conditions contained in these presents and on the specific representation by the Alottee/s that he / she / it / they shall abide by the same.

35. The Promoter hereby represents and warrants to the Alottee/Alottee as follows:

- a) The Promoter has clear and marketable development rights with respect to the said Property; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities including MCGM / SRA to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c) There are no encumbrances upon the said Property or the Project except those disclosed in the title report;
- d) The Promoter has availed construction finance from the Banks / NBFC or any other Finance Limited for the construction of the said Sale Component Buildings consisting of Kaatyayni Imperial / I-STAY and I-STAY Commercial the said SRA Rehab Composite Building on the respective said Sale Component and the said Rehab Component and has created a mortgage / charge in favour of the Banks / NBFC or any other Finance Limited over the same.

- e) There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;
- f) All approvals, licenses and permits issued by the competent authorities including MCGM / SRA with respect to the Project, said Property and said Sale Buildings 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 including MCGM / SRA with respect to the Project, said Property and said Sale Buildings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be following all applicable laws in relation to the Project, said Property, said Buildings and common areas;
- g) 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 Alottee/s created herein, may prejudicially be affected;
- h) 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 Property, including the Project and the said Apartment which will, in any manner, affect the rights of Alottee/s under this Agreement;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Alottee/s in the manner contemplated in this Agreement;
- j) Upon sale of all the said units/Apartments in the said **I-STAY -Tower - K**, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the AlotteeAlottees;
- k) The Promoter will until the Occupation Certificate is obtained in respect of **Tower - K** will duly pay and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities including MCGM / SRA;
- l) 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 Property and / or the Project except those disclosed in the title report.

36. The Alottee/s shall indemnify and hold safe harmless and indemnified the Promoter and the other occupants of the proposed said **I-STAY-Tower - K** of from and against a breach of any of the covenants aforesaid by the Alottee/s.
37. Till the time the said Proposed New Society is formed and registered, the Promoter shall have the right to give for the purpose of advertising open spaces in the said Sale Component including on the terrace of any or all of the wings either by putting up support and / or using compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall remain valid and continue to subsist even after the said Sale Component is conveyed to the said Proposed New Society and the same shall be incorporated in the proposed conveyance. The Promoter shall pay a sum of Rs.11/- per year to the said Proposed New Society to be formed after the said Sale Component is conveyed to the said Proposed New Society as such provided that if any municipal rates, taxes, cesses, assessments are imposed on the said Proposed New Society in respect of any advertisement / hoarding / tower put on the open spaces terrace or any other portion of the said Sale Component (and the mechanized car park), the same shall be borne and paid wholly to the Promoter or its nominee. The Promoter or its nominee shall be exclusively entitled to the income that may be earned/delivered by the display of such advertisements or tower at any time hereafter. The Apartment Alottee/s hereby shall not be entitled to any abatement in price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc. enter into the said Sale Component including the terrace and other open spaces in the said **I-STAY-Tower - K** for the purposes of putting and / or preserving and / or maintenance and / or removing the advertisements and / or hoardings and / or tower. The Promoter shall be entitled to transfer or assign such right to any person or persons whom the Promoter deem fit and the Apartment Alottee/s or the said Proposed New Society shall not raise any objection thereto.
38. In the event of the Alottee/s attempting to and / or disposing of the said Apartment or any part thereof to any person or party without the written consent of the Promoter this Agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the Alottee/s to the Promoter under this agreement shall be refunded to the Alottee/s without any interest.
39. The Alottee/s hereby agrees and undertakes to become a member of the said Proposed New Society to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the said Proposed New Society and for becoming a member, including the bye-laws of the said Proposed New Society and duly fill in and sign the same within 10 (ten) days of the same being intimated by the Promoter to the Alottee/s. No objection shall be raised by the Alottee/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar

of Co-operative Societies or any other competent authority. The Alottee/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Promoter and of the other Alottee/s of the other premises in the said **I-STAY-Tower - K**.

40. The Alottee/s shall observe and perform and abide by all the bye-laws and / or rules and regulations of the said Proposed New Society for protection and maintenance of the proposed said **I-STAY-Tower - K** and the Apartment therein and / or in the compound and for the observance and carrying out the Building Rules and Regulations and bye-laws for the time being of the MCGM / SRA and other public bodies. The Alottee/s and the permitted persons to whom the said Apartment is let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such Proposed New Society regarding the occupation and use of the proposed said **I-STAY-Tower - K** and the said Apartment therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses, maintenance and other outgoings in accordance with the terms of this Agreement.
41. The Alottee/s hereby covenants that from the date of possession, he / she / they shall keep the said Apartment, the walls and partitions walls, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition and shall abide by all the bye-laws, rules and regulations of the Government, the MCGM or the Adani Power / Tata Power and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
42. All costs, charges and expenses, including stamp duty, registration charges and incidental expenses in connection with the preparation and execution of any other concerned documents shall be exclusively borne, shared and paid by all the Alottee/s of the proposed said **I-STAY-Tower - K** in proportion to the respective purchase price of their respective Apartment and / or paid by such Proposed New Society and such amount shall be kept deposited by the Alottee/s with the Promoter at the time of taking possession of the said Apartment, and until utilization of the same for the purpose aforesaid shall remain with the Promoter free of interest.
43. Until, **firstly**, the Alottee/s 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 Alottee/s and **secondly**, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter, mere forwarding this Agreement to the Alottee/s by the Promoter does not itself create a binding obligation on the part of the Promoter or the Alottee/s OR if the Alottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Alottee/s and / or fails to appear before the Sub-Registrar for its registration as and when

intimated by the Promoter, then the Promoter shall serve a notice to the Alottee/s for rectifying such default/s, which if not rectified within 15 (fifteen) days from the date of its receipt by the Alottee/s, the application of the Alottee/s shall be treated as ***ipso facto*** cancelled and all sums deposited by the Alottee/s in connection therewith including the booking amount shall be returned to the Alottee/s without any interest or compensation whatsoever.

44. The Stamp Duty and registration charges of and incidental expenses to this Agreement shall be exclusively borne and paid by the Alottee/s. The Alottee/s will present this Agreement for registration within 4 (four) months from the date hereof and the Promoter will attend the office of Sub-Registrar and admit execution thereof, after the Alottee/s informs them the number under which it is so presented for registration.
45. It is agreed between the Parties hereto that if within a period of 01 (one) year from the date of handing over the said Apartment to the Alottee/s, the Alottee/s will bring to the notice of the Promoter any defect in the said Apartment or the building in which the said Apartment is situated, then in that event, the Promoter shall at its own cost and expense rectify such defect within a reasonable time.
46. The deposits that may be demanded by or paid to the MCGM / SRA for the water connection to the proposed new Building shall be payable by all the Alottee/Alotees of the Apartment in the proposed said **I-STAY-Tower - K** in proportion to the respective purchase price of their respective Apartment, the amount of the same shall be determined by the Promoter. The Alottee/s agrees to pay to the Promoter within 7 (seven) days of such demand for such proportionate share of the Alottee/s of such deposit.
47. If at any time any development and / or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM / SRA, Government and / or any other public authority in respect of the said Sale Component and / or the proposed said **I-STAY-Tower - K**, the same shall be borne and paid by all the Alottee/Alotees of the Apartment in the proposed said **I-STAY-Tower - K** in proportion to the respective area of their respective Apartment.
48. The Promoter shall have the right to construct and complete the proposed said **I-STAY-Tower - K** and to dispose of the unsold Apartment and / or other spaces of the said **I-STAY-Tower - K** and / or to receive the consideration money, even though the said Sale Component and / or the said **I-STAY-Tower - K** has already been conveyed in favour of the said Proposed New Society.
49. All notices to be served on the Alottee/s as contemplated this in Agreement shall be deemed to have been duly served if sent to the Alottee/s by prepaid post under certificate of posting at his / her / their postal address and email address specified below:

Email: _____

50. The Alottee/s give/s his / her / their express and specific consent to the Promoter for the mortgage / charge created with the Banks / NBFC or any other Finance Limited over the said Sale Component and the said Sale Buildings and to modify, change or substitute the said mortgage / charge with any other bank/s, Financial Institution/s or any other Party. This consent is on the express understanding that any such mortgage / charge so created shall be cleared by the Promoter only at its own expense before the said Sale Component and the said Sale Buildings are transferred to the Proposed New Society to be formed in accordance with the provisions of this Agreement.
51. The Promoter shall have a first lien and charge on the said Apartment agreed to be acquired by the Alottee/s in respect of any amount payable by the Alottee/s to the Promoter under the terms and conditions of this Agreement.
52. So long as the area of the said Apartment (agreed to be acquired by the Alottee/s from the Promoter) is not altered and the amenities set out in **Annexure "13"** hereunder written are not altered, the Promoter shall be at liberty and hereby permitted to make variations in the layout / elevation of the said Sale Component and/or of the proposed said **I-STAY-Tower - K** including relocating the open spaces / garden spaces and / or varying the location of the access to the proposed said **I-STAY-Tower -K**, as the exigencies of the situation and the circumstances of the case may require. The Alottee/s hereby expressly and specifically consents to all such variations.
53. Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Alottee/s shall not be construed as a waiver on the part of the Promoter for any breach or non-compliance of any of the terms and conditions of this Agreement by the Alottee/s nor shall the same in any manner prejudice the rights of the Promoter.
54. It is expressly and specifically agreed and confirmed by and between the Parties hereto that at any time prior to the execution of the Deed of Conveyance / Deed of Transfer the F.S.I. at present applicable to the said Sale Component is increased and the usage of T.D.R. becomes permissible on the proposed said Sale Buildings, then such beneficial increase in F.S.I. and or such beneficial permission / loading of T.D.R. on the proposed said Sale Buildings shall exclusively belong to and accrued for the sole benefit and enjoyment of the Promoter and the Promoter alone shall have the entire and exclusive benefit of such increase in the F.S.I. and the beneficial use of the permitted T.D.R. which will be consumed on the proposed said Sale Component / Buildings. The Alottee/Alottee hereby expressly and specifically agrees and confirms that he / she / they / shall not have any right, title interest and claim of whatsoever nature over the further increase as aforesaid in F.S.I. of the said Sale Component, which shall exclusively belong to the Promoter, and the benefit over the permission to

use the T.D.R. shall exclusively belong to the Promoter for constructing additional floor / floors on the proposed said Sale Buildings and the Alottee/s hereby gives his / her / its / their unconditional consent to the Promoter in respect thereof.

55. As provided for hereinabove, the Promoter contemplates utilizing Additional F.S.I. / T.D.R. for constructing additional floors and/or putting up additional construction into / upon the proposed said **I-STAY-Tower - K**, if so permissible. In these circumstances, it is specifically and clearly understood and agreed, upon by and between the Parties herein as essential and as integral terms and conditions of this Agreement that if construction and completion of any such additional floor/s is delayed, by reason of the delay in obtaining such Additional F.S.I. / T.D.R. and/or delay in sanction of further building plans and / or delay in obtaining from the MCGM / SRA, Occupation Certificate (O.C) in respect of such additional floors or otherwise, the Promoter shall be entitled to a reasonable extension of time for completion of the said additional construction so long as further construction is being carried on and completed by the Promoter in accordance with the building plans sanctioned by the MCGM / SRA. It is further agreed that:

- a) Upon the Promoter obtaining from the MCGM / SRA the Occupation Certificate (O.C) in respect of the floor on which the said Apartment is located the Alottee/s shall pay the balance of the consideration / purchase price and receive / obtain from the Promoter possession of the said Apartment and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement;
- b) The Promoter shall be entitled to continue construction of such additional floors / construction and the rest of the Building in accordance with the building plans that might then have been sanctioned by the MCGM / SRA;
- c) No obstruction or hindrance shall be caused by the Alottee/s to such further construction by the Promoter;
- d) The Promoter shall be entitled to sell such Apartments in such additional construction in / upon the proposed said **I-STAY-Tower - K** on ownership basis and to receive for themselves the consideration in respect thereof. No obstruction and or objection of any nature whatsoever shall be made or raised by the Alottee/s in this connection;
- e) The Promoter may decide to lease any of the Apartment retained by them and shall not be liable to pay any non-occupancy charges or similar charges to the said Proposed New Society on account of such lease;

56. As required by the Income-tax (Sixteenth Amendment) Rules, 1988:

(A) The Promoter states as under:

They are assessed to Income Tax by the ITO (Mumbai), and the Permanent Account Number allotted to them is ACRFS9771P.

(B) The Alottee/s states as under:

I / they _____, the Alottee/s Within named, is / are assessed to Income Tax by the _____ – Mumbai, Ward / Circle: _____ and the

Permanent Account Number allotted to me / them is / are _____.

57. The nature, extent and description of the “**common area and facilities**” shall be as described in the **Tenth Schedule** hereunder:

- a) Entrance lobby and foyer of the building;
- b) Compound of the said Sale Component i.e. the open spaces shown in the approved plan around the said Sale Buildings;
- c) Staircase of the said **I-STAY-Tower - K** including landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping by the employees and or by other persons;
- d) Terrace above the top floor of the proposed said **I-STAY-Tower - K** excluding the terraces allotted to certain Apartment for being used as an open terrace by the Alottee/Alotees but not for putting up any construction or as a play or any such objectionable user.
- e) Office for the said Proposed New Society will be constructed in the compound / ground floor for use of the Proposed New Society.
- f) Common toilets, Common STP, Common Water Tank.

58. The Apartment Alottee/s or the said Proposed New Society of the said Sale Buildings shall permit the EXTENSION OF DRAINAGE / SEWAGE and other services from the said Sale Component to the said SRA Rehab Society of the said Rehab Building without causing delay or any objection.

59. The Promoter has obtained approval for the ELEVATION of the said Sale Buildings from the concerned authority, which has to be maintained by the Apartment Alottee/s or the said Proposed New Society. It shall be duty of the Apartment Alottee/s or the said Proposed New Society individually and severally to maintain upkeep, paint, repair etc. to keep up to reasonable aesthetic standard, failing which the Proposed New Society shall be liable to compensate the Promoter with monetary compensation and liquidated damages as the said Elevation of the said Sale Buildings is of concern to the Promoter's reputation and image. Change of Elevation shall amount to harm for the reputation and image of the Promoter, for which the Promoter shall have right to claim monetary compensation and liquidated damages.

60. It is clarified that the other common facilities, if any, made available on the said Sale Component shall not be available to the Alottee/s and the Alottee/s shall not claim any right whatsoever to use the same.

61. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Alottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Proposed New Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

62. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said **I-STAY-**

Tower - K. The Alottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces will remain the property of the Proposed New Society.

63. This Agreement, along with its schedules and annexures, constitutes the entire Agreement executed by and between the Parties with respect to the subject matter hereof and this agreement will supersede any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any arrive by and between the Parties in regard to the said Apartment, as the case may be.
64. This Agreement may only be amended through written consent of the Parties.
65. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said **I-STAY-Tower - K** shall equally be applicable to and enforceable against any subsequent Alottee/s of the said Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.
66. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
67. Wherever in this Agreement it is stipulated that the Alottee/s has to make any payment, in common with other Alottee/s in the said **I-STAY-Tower - K**, the same shall be in proportion to the Carpet area of the said Apartment to the total Carpet area of all the Apartments in the said **I-STAY-Tower - K**.
68. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
69. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed by and between the Promoter and the Alottee/s. After the Agreement is duly executed by the Alottee/s and the Promoter or simultaneously with the execution, the said Agreement shall be duly registered with the Office of the Sub-Registrar Assurances.
70. In case there are Co-Alottee/s, all the communications shall be sent by the Promoter to the Alottee/s whose name appears first and at the address given by

him / her which shall for all intents and purposes to be considered as properly served on all the Allottee/s.

71. BINDING EFFECT:

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or at the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments are due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and a secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this agreement within 30 days from the date of its receipt by the Allottee and/or appear before the sub registrar are for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which is not rectified within 15 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

72. ENTIRE AGREEMENT

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

73. RIGHT TO AMEND

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

74. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Phase-I being forming part of the project land shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

75. SEVERABILITY

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

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

Where ever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in project, the same shall be in proportion to the carpet and area of the (Apartment/plot) to the total carpet area of all the (Apartments/plots) in the project.

77.FURTHER ASSURANCES.

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as merely reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or pursuant to any such transaction.

78.PLACE OF EXECUTION.

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoters office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai and after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to be executed at Mumbai.

79.The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promote will attend such office and admit execution thereof.

80.That all notices to be served on the Allottee and the Promoter as contemplated by the agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post A.D. and notified email ID/Under Certificate of posting at their respective addresses specified below.

Name of the Allottee:_____

Allottee's address: _____

Mobile No.: _____

Notified email id_____

Promoter name: _____

Promoters address:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the about address by registered post. If the Allottee fails to inform of his/her/their such change of address, then the correspondence posted by the promoter to the allottee shall be deemed to have been received by the Allottee.

81. JOINT ALLOTTEES

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

82. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

83. DISPUTE RESOLUTION: -

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Adjudicating Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, thereunder.

84. GOVERNING LAW

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of the said property)

All that pieces or parcels of land bearing CTS. Nos.47, 48, 51A, 52, 53A , 1702, S.No.156, Hissa No.7 admeasuring about 16,016.61 square meters or thereabouts or any accretions thereof after actual survey with slum structures/ hutments standing thereon together with the portion of the land admeasuring 2737.63 square meters which is adjoining the same which is of the ownership of Hydraulic Engineer MCGM, and the plot area for the implementation of the Slum Rehabilitation Scheme admeasuring 13,248.98 square meter lying and being at Mauje Marol, Taluka Andheri and situated, lying and being at Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : DP Road
South : Saify Foundation
East : Seven Hill Hospital
West : Marol Pipe line

The breakup of the said areas is as per the table below:

Sr. No.	Description of Area	Area in square meters
1.	Plot area for implementation of slum rehabilitation scheme	13,248.98

2.	Plot area to be handedover to Hydraulic Engineer, MCGM by clearing the slum free of cost.	2,767.63
	Total :	16,016.61

The breakup of area as per the PR cards:

C.T.S. NO.	Area declared as Slum
47	5242.70
48	1917.50
51A	515.00
52	2317.60
52A	522.90
1702	4883.90
Total Area =	15399.60

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of SRA Rehab Component)

All the piece and parcel of land admeasuring 4785.73 square meters or thereabouts (subject to demarcation from the SRA) is of the ownership of MCGM situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A, 1702, S. No. 156, Hissa No. 7, Marol Pipe Line Marol, Andheri East, Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : Sale Component
 South : CTS No. 1284, Saify Foundation
 East : Seven Hill Hospital
 West : Marol Pipe line

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of SRA Rehab Component Buildings)

Three High Rise Towers with mechanized car parking towers being structures standing on the SRA Rehab Component comprising of Tower A, Tower B and Tower C. Each tower comprising of Ground + 20 Floors. 184 mechanized car parking + One STP and 1 water tank of 2,00,000 liters capacity + Balwadis + Society Office + Community Hall situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Marol Pipe Line Marol, Andheri East, Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : Sale Component
 South : CTS No. 1284, Saify Foundation
 East : Seven Hill Hospital
 West : Marol Pipe line

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of Sale Component)

All the piece and parcel of land admeasuring 7916.83 square meters or thereabouts (subject to demarcation by appropriate Authority) is of the ownership of MCGM, situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : DP Road
South : SRA Rehab Component
East : Seven Hill Hospital
West : Marol Pipe line

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of Sale Component Buildings)

“KAATYAYNI IMPERIAL”

Four High Rise Towers comprising of **Tower - D, Tower - E, Tower - F & Tower - G** 1-BHK admeasuring 445 square feet RERA Carpet i.e., 41.34 square meters on 1st to 22nd floor with mechanized car parking towers being structures standing on the Sale Component. Each Tower comprising of Ground + 22 Floors. Total Apartments are 672 and 16 Apartments reserved as refuge area. Total 685 mechanized car parking for Kaatyayni Imperial only. Common podium, common STP and common water tank, common Society Office, common servant toilets for **Kaatyayni Imperial** including **I-STAY and I-STAY Commercial** (water tank is separate for I-STAY Commercial), situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : DP Road
South : Mechanised Car Parking Tower
East : I-STAY Towers
West : Marol Pipe line

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of Sale Component Buildings)

“I-STAY”

Four High Rise Towers comprising of **Tower - H, Tower - I, Tower - J & Tower - K** of 1 Room-Kitchen admeasuring 170 square feet RERA Carpet area i.e.,

15.79 square meters from 1st& 2ndFloor (without sundeck) and from 3rdto 22nd floor comprising of 1 Room-Kitchen (admeasuring 170 square feet RERA Carpet area along with 15 square feet sundeck that aggregates to a total of 185 square feet carpet area i.e., 17.18 square meters which is inclusive of sundeck area) being structures standing on the Sale Component. 16 Apartments on each floor and 17 Apartments reserved as refuge. Each tower comprising of Ground + 22 Floors. Common podium, common STP and common water tank, common Society Office, common servant toilets for **Kaatyayni Imperial** including **I-STAY and I-STAY Commercial** (water tank is separate for I-STAY Commercial).Small basement for two-wheeler parking (on first-come-first-served basis for 100 two-wheeler parking slots) for I-STAY Residence, situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : 6 meters internal road
South : Mechanized Car Parking Tower
East : Seven Hills Hospitals
West : Kaatyayni Imperial

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of Sale Component Commercial Building)

“I-STAY - Commercial”

Partly High Rise Tower being a portion of **Tower - H, Tower - I & Tower - J** comprising being structures standing on the Sale Component comprising of the Service Apartment, Staff Kitchen, Cloud Kitchen, Coffee Shop, Cloud Kitchen, Service Kitchen, Convenient Store, Banquet, two level gym, boxing ring, swimming pool, service floor, separate water tank and stilt parking are exclusively for the commercial use only. Common podium, common STP and common Society Office, common servant toilets for **Kaatyayni Imperial** including **I-STAY and I-STAY Commercial** situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : 6 meters internal road
South : Tower - K
East : Seven Hills Hospitals
West : Kaatyayni Imperial

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of Tower - K)

“I-STAY - Tower - K”

One High Rise Tower namely **Tower - K in I-STAY** comprising of Ground + 22 Floors. Tower-K comprises of 1 Room-Kitchen admeasuring 170 square feet RERA Carpet area i.e., 15.79 square meters from 1st& 2ndFloor (without sundeck) OR from 3rdto 22nd floor comprising of 1 of 1-RK Apartments admeasuring 170 square feet RERA Carpet area along with 15 square feet sundeck that aggregates to a total of 185 square feet i.e., 17.18 square meters which is inclusive of sundeck area. The said Tower - K comprises of total 352 Apartments. 16 Apartments on each floor. Common podium, common STP and common water tank, common Society Office, common servant toilets for **Kaatyayni Imperial** including **I-STAY and I-STAY Commercial** (water tank is separate for I-STAY Commercial), situated, lying and being at CTS. Nos. 47, 48, 51A, 52, 53A , 1702, S. No. 156, Hissa No. 7, Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is say the said property and bounded as under:

North : **I-STAY - Tower - J**
South : Mechanized Car Parking
East : Seven Hills Hospital
West : Kaatyayni Imperial

THE NINTH SCHEDULE HEREINABOVE REFERRED TO

(Detailed description of “**The Said Apartment**”)

I-STAY - Tower - K

(a)Apartment bearing No. _____, on _____ Floor in the Tower - K of **I-STAY**, sixteen Apartments on each floor consisting of 1-RKApartment admeasuring 170 square feet i.e., 15.79 square meters RERA Carpet area from 1st to 2nd floor (without sundeck)

OR

(b) Apartment bearing No. _____, on _____ Floor in the Tower - K of **I-STAY**, sixteen Apartments on each floor consisting of 1-RK Apartment admeasuring 170 square feet i.e., 15.79 square meters RERA Carpet area along with 15 square feet sundeck that aggregates to a total of 185 square feet i.e., 17.18 square meters which is inclusive of sundeck area from 3rd to 22nd floor; **whichever composition applicable**; in the new said Sale Buildings to be known as "**I-STAY - Tower - K**" to be constructed on said Sale Component which is mentioned **Fourth Schedule** situated, lying and being at Village Marol, Taluka Andheri Marol Pipeline, Andheri East Mumbai 400 059 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as mentioned above.

TENTH SCHEDULE

(Detailed description of “**The Said Common Areas**”)

The nature, extent and description of the “common area and facilities” shall be as under:

Entrance lobby and foyer of the said **Tower - K**.

Compound of the said Sale Buildings i.e., the open spaces shown in the approved plan around the said Sale Buildings.

Staircase of the said **Tower - K** including landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping by the employees and or by other persons.

Terrace above the top floor of the proposed said **Tower - K** excluding the terraces allotted to certain Apartment for being used as an open terrace by the Alottee/s but not for putting up any construction or as a play or any such objectionable user.

Office for the said Proposed New Society will be constructed in the compound / ground floor for use of the Proposed New Society.

One STP, 1 water tank of 2,00,000 liters capacity and Podium common for I-STAY and Kaatyayni Imperial.

Common servant toilets, Common STP and Common Water Tank.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED	}
BY THE WITHINNAMED PROMOTER	}
STARWING REAL ESTATE COMPANY	} For STARWING REAL
(Regd.)	ESTATE COMPANY
BY THE HAND OF ITS DULY	}
AUTHORIZED SIGNATORY,	}
	}Partner/s
MR. _____	}
IN THE PRESENCE OF.....	}
1.	}
2.	}
SIGNED AND DELIVERED	}
BY THE WITHINNAMED,	}
ALOTTEE/S	}
(I) MR. _____	}
MRS. _____	}
MISS _____	}
IN THE PRESENCE OF.....	}
1 _____	}
2 _____	}
OR	
(II) MESSRS. _____	}
_____	}
BY THE HAND OF	}
MR. _____	}
ITS DULY AUTHORIZED SIGNATORY	}
IN THE PRESENCE OF.....	}
1 _____	}
2 _____	}
OR	
(III) THE COMMON SEAL OF	}
_____ LIMITED	}
HAS BEEN HEREUNTO AFFIXED	}
PURSUANT TO THE RESOLUTION	}
PASSED BY ITS BOARD OF	}
DIRECTORS AT THEIR MEETING	}
HELD ON_____, 202_	}
IN THE PRESENCE OF.....	}

MR. _____ }

1. _____ }

2 _____ }

AND MR. _____ }

THE _____ AND _____ }

OF THE COMPANY RESPECTIVELY }

BY HAVE IN TOKEN THEREOF }

SET AND SUBSCRIBED THEIR }

HANDS HERETO IN THE }

PRESENCE OF..... }

1 _____ }

2 _____ }

RECEIVED THE DAY AND YEAR }

FIRST HEREIN ABOVE WRITTEN }

OF AND FROM THE ALOTTEE /S }

A SUM OF RS. _____ /- }

(RUPEES _____ }

_____ }

ONLY) BEARING CHEQUE / }

DEMAND DRAFT }

NO. _____ DATED _____ }

DRAWN ON _____ }

_____ }

_____ BRANCH }

BEING THE AMOUNT OF DEPOSIT }

OR EARNEST MONEY AS }

WITHIN NAMED TO BE PAID BY }

THE ALOTTEE /S TO US }

RS. _____ /- }

_____ }

WITNESS:

1 _____

2 _____

WE SAY RECEIVED

FOR STARWING REAL ESTATE COMPANY (REGD.)

1. _____

2. _____

PARTNER /S

