

AGREEMENT

THIS AGREEMENT made at this day of JUNE in the
year Two Thousand and Seventeen between **M/s. KEYSTONE
LIFESPACES PVT. LTD., (having I. T. Pan: AADCK9010E.),** a company
duly registered under the Indian Companies Act, 1956, having registered
office at 1103, The Affaires, Plot No.9, Sector-17, Palm Beach Road, Sanpada,
Navi Mumbai-400 705, Tal. & Dist. Thane, through its **Director**
....., hereinafter referred to as "the PROMOTER"
of the One Part and **MR./MRS.**
..... Age. years, Indian Inhabitants, having address at
.....
..... hereinafter referred to as " the Allottee/s" of the Other Part.

WHEREAS the City and Industrial Development Corporation of
Maharashtra Ltd., a Government company within the meaning of the
Companies Act, 1956 (hereinafter referred to as 'THE CORPORATION')
having it's office at Nirmal, 2nd floor, Nariman Point, Mumbai-400 021, is a

new Town Development Authority, under the provisions of subsection (3-a) of Section 113 of Maharashtra Regional & Town planning Act, 1966 (Maharashtra Act NO. XXXVIII of 1996) hereinafter referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113(A) of the said Act, acquired the land described therein and vesting such lands in the said Corporation for development and of such piece of land so acquired by the State Government, and subsequently vested by the State government in the Corporation for being leased to its intending Lessees.

AND WHEREAS by an Agreement to lease dated 25.08.2016, duly registered with Sub-Registrar of Thane-6, on 25.08.2016, under Sr. No.8040/2016, the Corporation has agreed to lease to the **M/s. KEYSTONE LIFESPACES PVT LTD.,** the Original Licensees one such Plot of land bearing **No.6**, admeasuring about **1538.00 Sq. Mtr.,** situated at Sector-38, Nerul, Navi Mumbai, Tal. & Dist.Thane (hereinafter referred to as 'THE SAID PLOT') in consideration of a premium of Rs.26,43,82,200/- (Rupees Twenty Six Crores Forty Three Lakhs Eighty Two Thousand Two Hundred Only) paid to the Corporation subject to observance of the terms and conditions mentioned in the said Agreement to Lease.

AND WHEREAS **M/s. KEYSTONE LIFESPACES PVT. LTD.,** have mortgaged the Plot No.6 with the Bank **M/s. INDIABULLS HOUSING FINANCE LIMITED.,** vide Mortgage Deed dated 17.01.2017, duly registered with the Sub-Registrar of Thane-6, on 17.01.2017, under Serial No.571/2017, executed between **1) M/s. KEYSTONE LIFESPACES PVT.**

LTD., & 2) M/s. INDIABULLS HOUSING FINANCE LIMITED., as per terms and conditions therein contained.

AND WHEREAS **M/s. KEYSTONE LIFESPACES PVT. LTD.,** the PROMOTERS are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the PROMOTERS are in possession of the project land.

AND WHEREAS the PROMOTERS have proposed to construct on the project land one building having wings having stilt + Podiums and Upper Floors.

AND WHEREAS the Allottee/s is/are offered an Apartment bearing No..... on the Floor, (herein after referred to as the said “Apartment”) in the wing of the Building called “.....” (hereinafter referred to as the said “Building”) by the PROMOTERS.

AND WHEREAS the PROMOTERS have entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no; authenticated copy is attached in Annexure ‘F’;.

AND WHEREAS the PROMOTERS have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Agreement to Lease dated 25.08.2016 the PROMOTERS have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the PROMOTERS on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the PROMOTERS, authenticated copies of Agreement to Lease, Commencement Certificate showing the nature of the title of the PROMOTERS to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the CIDCO Ltd./Town Planning Authority have been annexed hereto and marked as Annexure "C-1".

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the CIDCO Ltd./Town Planning Authority have been annexed and marked as Annexure 'D'.

AND WHEREAS the PROMOTERS have got some of the approvals from the Navi Mumbai Municipal Corporation, vide its letter bearing No.NMMC/TPD/BP/Online No.20171CNMMC1988/2338/2017, dated 05.06.2017, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans CIDCO Ltd./Town Planning Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the project land and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building/s shall be granted by the CIDCO Ltd./Town Planning Authority.

AND WHEREAS the PROMOTERS have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee/s have applied to the PROMOTERS for allotment of an Apartment No. on floor in wing situated in the building No. being constructed in the phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive 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 apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s have paid to the PROMOTERS a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the PROMOTERS to

the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the PROMOTERS doth

hereby admit and acknowledge) and the Allottee has agreed to pay to the PROMOTERS the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the PROMOTERS have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No;.....

AND WHEREAS, under Section 13 of the said Act the PROMOTERS are 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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/covered parking(if applicable)

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

1. The PROMOTERS shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the

plans, designs and specifications as approved by the CIDCO Ltd./Town Planning Authority from time to time.

Provided that the PROMOTERS shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/s hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building “.....” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee/s hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agrees to sell to the Allottee/s garage bearing Nos situated at Basement and/or stilt and /or podium being

constructed in the layout for the consideration of
Rs...../-.

(iii) The Allottee/s hereby agrees to purchase from the
PROMOTERS and the PROMOTERS hereby agrees to sell to
the Allottee/s covered parking spaces bearing Nos situated at
..... Basement and/or stilt and /or podium being
constructed in the layout for the consideration of Rs.
...../-.

(iv) The Allottee hereby agrees to purchase from the
PROMOTERS and the PROMOTERS hereby agrees to sell to
the Allottee Exclusive Appurtenant Balcony, Terrace carpet area
admeasuring sq. mtrs of the premises for a consideration of
Rs..... thereof hereto annexed and marked
“Annexure “D” in Red. In addition, the Allottee is entitled to
certain Ancillary Areas appurtenant to the said Apartment which
include sq. mtrs. of Enclosed Balcony and sq. mtrs.
Cupboard in the Apartment as provided in the approved plans
without any consideration (hereinafter referred to as the said
“Ancillary Areas”). The said Apartment are more particularly
described in the SECOND SCHEDULE.

1(b) The total aggregate consideration amount for the apartment including
garages/ covered/ mechanical parking spaces is thus
Rs...../-

1(c) AND WHEREAS the Allottee/s has/have agreed to pay lumpsum price/ consideration being **Rs...../- (RUPEES**
..... ONLY) in respect of the said Apartment as follows:-

SCHEDULE OF PAYMENT	% of Payment
As Earnest Money on execution of this Agreement	30%
On commencement of Foundation/Plinth Work	15%
On completion of 1 st Slab Work	4%
On completion of 3 rd Slab Work	4%
On completion of 6 th Slab Work	4%
On completion of 9 th Slab Work	4%
On completion of 12 th Slab Work	4%
On completion of 14 th Slab Work	4%
On completion of the walls, internal plaster, flooring doors and windows.	6%
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level	5%
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing	5%
On completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements.	10%
On Possession	5%
Total	100%

AND WHEREAS the PROMOTERS acknowledges the receipt of a sum of
Rs...../- (RUPEES
ONLY) paid on or before the execution of this Agreement being the Part &
 Advance payment of the said Apartment.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS by way of Value Added Tax, Service Tax, G.S.T if applicable 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 PROMOTERS) up to the date of handing over the possession of the Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTERS undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS 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/s, which shall only be applicable on subsequent payments.

- 1(f) The PROMOTERS may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 10% per annum for the period by which the respective instalment 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/s by the PROMOTERS.
- 1(g) The PROMOTERS shall confirm the final carpet area that have been allotted to the Allottee/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the PROMOTERS shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the PROMOTERS 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 PROMOTERS

may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the PROMOTERS to adjust his/their payments in any manner.

2.1 The PROMOTERS hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the CIDCO Ltd//Town Planning Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the CIDCO Ltd.,/Town Planning Authority Occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the PROMOTERS as well as the Allottee/s. The PROMOTERS shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s 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/s 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 PROMOTERS as provided in clause 1 (c) herein above. ("Payment Plan").

3. The PROMOTERS hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and PROMOTERS have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control

Regulations, which are applicable to the said Project. The PROMOTERS have disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee/s have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTERS by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTERS only.

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

4.2 Without prejudice to the right of promoter to charge interest in terms of Sub-clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee to the PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by CIDCO Ltd., /Town Planning Authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the PROMOTERS shall at their own option, may terminate this Agreement:

Provided that, PROMOTERS shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the

Allottee/s and mail at the e-mail address 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. If the Allottee/s fails to rectify the breach or breaches mentioned by the PROMOTERS 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 PROMOTERS shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/s) 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/s to the PROMOTERS.

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

6. The PROMOTERS shall give possession of the Apartment to the Allottee/s on or before day of20..... If the PROMOTERS fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/their control and of his/their agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the Allottee/s the amounts already received by him/them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTERS received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTERS 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) Non-availability of steel, cement, other building material, water or electric supply, and/or
- (ii) War, civil commotion or any terrorist attack / threat; and/or;
- (iii) Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law; and/or
- (iv) Any strike, lock-out, bandh or other like cause; and/or
- (v) Act of god, which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally accruing event; and/or
- (vi) Any change in law and/or changes in the policies of the Government from time to time and/or
- (vii) Any event beyond the reasonable control of the promoters; and/or
- (viii) Any delay/default by the Allottee in paying amounts when due and payable under this Agreement; or

7. If for reasons beyond the control of the PROMOTERS, as mentioned in clause no.6 the PROMOTERS are unable to give possession by the said date, then it is agreed by and between the parties hereto that the said date shall be deemed to have been automatically extended by the period during which the delay has taken place. A notice shall be given by the PROMOTERS to the Allottee/s to take possession on a specified date of possession and possession shall be delivered by the PROMOTERS provided all the amounts under this Agreement and otherwise at law are paid by the Allottee/s to the PROMOTERS and all necessary papers for possession

as also various forms, applications, letters, papers, writings or documents required for the Formation of the Society or to be given to various authorities are duly filed in, signed, executed and delivered by the Allottee/s.

8. The Apartment Allottee/s shall use the Apartment or any part there in of or permit the same to be used only for the purpose of residence and at the request of the purchaser/s, the PROMOTERS may consider allotting / reserving to the purchaser/s car parking space under the still or in open provided it is available as on the date of determined by the PROMOTERS. The Allottee/s shall use the stilt or parking space if allotted by the PROMOTERS, only for purpose of keeping or parking the Allottee/s own vehicle. The Allottee/s agrees not to change use of the Apartment or premises without prior consent in writing of the PROMOTERS. Any unauthorized change of use by the Allottee/s shall render this agreement void and the Allottee/s in that event shall not be entitled for any rights rising out of the agreement.

9.1 **PROCEDURE FOR TAKING POSSESSION -**

The PROMOTERS, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the PROMOTERS shall give possession of the Apartment to the Allottee/s. The PROMOTERS agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTERS. The Allottee agree(s) to pay the maintenance charges as determined by the PROMOTERS or

association of Allottees, as the case may be. The PROMOTERS on their/its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

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

9.3 Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the PROMOTERS as per clause 9.1, the Allottee/s shall take possession of the Apartment from the PROMOTERS by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTERS shall give possession of the Apartment to the allottee. In case the Allottee/s fails to take possession within the time provided in clause 9.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

9.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the PROMOTERS any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTERS at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be

entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act.

10. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

11. The Allottee/s along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTERS 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 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 PROMOTERS within seven days of the same being forwarded by the PROMOTERS to the Allottee/s, so as to enable the PROMOTERS to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications 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.

11.1 The PROMOTERS 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.

11.2 The PROMOTERS 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.

11.3 Within 15 days after notice in writing is given by the PROMOTERS to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s 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, betterment charges or such other levies by the CIDCO Ltd./Town Planning Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the PROMOTERS provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the

Allottee/s to the PROMOTERS shall not carry any interest and remain with the PROMOTERS until a conveyance/assignment of 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 of 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 PROMOTERS to the Society or the Limited Company, as the case may be.

12. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the PROMOTERS, 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. annual deposit 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 Water Connection charges and Electricity connection charges & Electric cable laying charges, Water Resource development charges, MSED meter deposit, Water connection deposit and meter charges &
 - (vi) Rs for deposits of electrical receiving and Sub-Station provided in Layout.

- (vii) Transfer fees payable to CIDCO Ltd., as applicable.
- (viii) Rs..... for Stamp Duty, Registration, Legal Charges and other charges payable to the concerned authorities for registration of this Agreement.
- (ix) Rs..... for legal and document charges at the time of execution of this Agreement.
- (x) Proportionate share for Service charges payable to CIDCO Ltd., from the date of Agreement for Lease with CIDCO Ltd., at actual.
- (xi) Rs.....for Service Tax/GST, Cess or any other taxes or charges levied by the State or Government authorities.
- (xii) Rs..... for any other taxes/charges that shall be levied or become leviable by any Government authorities.
- (xiii) Rs..... for Grill charges if provided by the PROMOTERS.
- (xiv) Proportionate share of expenses for execution and registration of Conveyance in favour of Co-op. Hsg. Soc. to be formed.

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

14. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the PROMOTERS, 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/s shall pay to the PROMOTERS, the Allottee/s' 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 favour of the Apex Body or Federation.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The PROMOTERS hereby represent and warrant to the Allottee/s as follows:

- i. The PROMOTERS have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The PROMOTERS have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. *There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;*

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The PROMOTERS has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The PROMOTERS have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The PROMOTERS confirms that the PROMOTERS are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the PROMOTERS shall handover

lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

- x. The PROMOTERS have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; till the possession of the apartment is handed over/Occupancy Certificate whichever is earlier.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTERS in respect of the project land and/or the Project except those disclosed in the title report.
16. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the PROMOTERS as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable 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 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 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 CIDCO Ltd./Town Planning Authority or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including 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 or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii To carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTERS to the Allottee/s 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 and regulations and bye-laws of the CIDCO Ltd./Town Planning Authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the CIDCO Ltd., /Town Planning Authority and/or 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 of 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 tenantable repair and condition, 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 columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the PROMOTERS and/or the Society or the Limited Company.

- ii. 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 any portion of the project land and the building in which the Apartment is situated.

- vii. Pay to the Promoter within fifteen days of demand by the PROMOTERS, their share of security deposit demanded by the CIDCO Ltd./Town Planning Authority or Government or giving

water, electricity or any other service connection to the building in which the Apartment is situated.

- viii To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the CIDCO Ltd./Town Planning Authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee /s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the PROMOTERS under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the CIDCO Ltd., /Town Planning Authority and of Government and other public bodies. The Allottee/s 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 PROMOTERS and his 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 favour of Apex Body or Federation, the Allottee shall permit the PROMOTERS 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.

17. The Allottee/s herewith agree and confirm not to start or do the following activities in the said Apartment and will also not lease to any person/s for doing the non-permissible activities. viz. any kind of beer bar, Flour Mill, Wine shop, Mutton/Chicken Shop (butcher shop), ladies Dancing Bar and Clubs in any circumstances. The Allottee/s will not sell/lease the said Apartment to any person/s without prior permission of the PROMOTERS/Society and will ensure that the above said activities/business are not be carried in the said Apartment and said Apartment will be use only for residential purpose.

17A. Restaurant, Recreation clubs etc. will not be permitted in the Said Building without the written consent of the PROMOTERS.

18. The Allottee/s will not sell/lease the said Apartment to any person/s without prior permission of the PROMOTERS/Society and will ensure that any business activity will not be carried in the said Apartment and said Apartment will be use only for Residential purpose.

19. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the Allottee/s 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.

20. 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/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTERS until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the PROMOTERS executes this Agreement they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is

made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

22. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the NMMC/CIDCO and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the PROMOTERS, however, the same would be reimbursed by the Allottee to the PROMOTERS in proportion of the area of the said Apartment to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

23. The Allottee is/are further made aware that potable water supply is provided by the NMMC and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the PROMOTERS have not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

24. It is also agreed and understood that the PROMOTERS shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actual for Apartment lying vacant

& unsold Apartment in the said Building. However the PROMOTERS shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges. However, if the PROMOTERS give the Apartment on lease they shall pay all the proportionate charges as paid by all the other apartment Allottees.

25. Further, the PROMOTERS and the Allottee/s agrees that the PROMOTERS can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the members of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.

26. The Allottee/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the PROMOTERS have agreed to and is/are executing this Agreement and Allottee hereby agree/s to indemnify and keep indemnified the PROMOTERS absolutely and forever from and against all and any damage or loss that may be caused to the PROMOTERS including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the PROMOTERS, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the PROMOTERS entering into this Agreement and/or any other present/future writings with the Allottee and/or arising there from.

27. If the Allottee/s, before being put in possession of the said Apartment, desire/s to sell or transfer his/her/their interest in the said Apartment or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee obtain/s the prior written permission of the PROMOTERS on their behalf. In the event of the PROMOTERS granting such consent the Allottee shall be liable to and shall pay 5% of the aggregate consideration to the PROMOTERS such sums as the PROMOTERS may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses, pertaining to the same PROVIDED HOWEVER that such transferee/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

28. All obligations of the Allottee/s and covenants made by the Allottee herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Apartment may come.

29. Any delay or indulgence shown by the PROMOTERS in enforcing the terms of agreement or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the PROMOTERS or any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice any rights of the PROMOTERS hereunder or in law.

30. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the PROMOTERS does not create a binding obligation on the part of the PROMOTERS or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTERS. If the Allottee/s fails to execute and deliver to the PROMOTERS this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS, then the PROMOTERS shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

31. The Allottee/s further agree and bind himself/herself/themselves to pay from the date of delivery of possession of the said premises (the date means the date of which the PROMOTERS builder shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share to be determined by the PROMOTERS and all outgoing taxes and other taxes levies, local taxes, N. A. taxes, betterment charges or such other levies by the CIDCO Ltd., /Town Planning Authority or Government, insurance insurances, water charges, common lights, sewage, sanitation, electric bills and repairs and salaries of Clerks, Bill Collectors, Chowkidars (Watchmen), Sweepers, all other expenses incidental to the management and maintenance of the plot until the CIDCO Ltd.,/Town Planning Authority taxes

and water charges are fixed and /or assessed separately and exact amounts are worked out for each of the Premises.

32. 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.

33. RIGHT TO AMEND:

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

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:

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

35. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act

or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

37. FURTHER ASSURANCES:-

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

38. PLACE OF EXECUTION:-

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

39. The Allottee/s and/or PROMOTERS 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 PROMOTERS will attend such office and admit execution thereof.

40. That all notices to be served on the Allottee/s and the PROMOTERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the PROMOTERS by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

.....
.....
.....

Notified Email ID:.....

M/s. KEYSTONE LIFESPACES PVT. LTD.,
through its Director

MR.

1103, The Affaires, Plot No.9, Sector-17,
Palm Beach Road, Sanpada,
Navi Mumbai-400 705, Tal. & Dist. Thane,
Notified Email ID: info@keystonelifespaces.com

It shall be the duty of the Allottee/s and the PROMOTERS to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTERS or the Allottee/s, as the case may be.

41. JOINT ALLOTTEES:-

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

42. After the Company / Society / Association as the case may be is formed & charge is handed over to them by the PROMOTERS, the Allottee/s shall pay his/her/their contribution / outgoings directly to the said Company / Society / Association.

43. THE Allottee/s shall at no time demand partition of their interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee/s that the PROMOTERS shall not be liable to execute any document for that purpose in respect of the said Apartment in favour of the PURCHASER/S.

44. The PROMOTERS shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the PROMOTERS shall exclusively be entitled to the income that may be derived by display of the said advertisements. The Allottee/s hereby undertakes that he/she will not raise any objection for the same.

45. The PROMOTERS shall have the right to make addition and / or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd /Town Planning Authority. It is expressly agreed that the PROMOTERS alone shall be entitled to any F.S.I. which may become available in respect of the said property and /or T.D.R. of any other property available in any manner whatsoever at any time hereafter by

virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the union of India or the Corporation or any other public or private body or authority, as the case may be, and the Allottee/s further confirm/s that the PROMOTERS shall be entitled to utilise the said F.S.I. by constructing additional Building or Buildings or floor/s or tenements or structures on the said plot and said Property as the PROMOTERS may desire without any interruption dispute or objection by the Allottees or any other Co-operative Society, or any other body or organization of prospective Allottee/s of the premises in the said building of Complex in any manner whatsoever.

46. STAMP DUTY AND REGISTRATION :-

All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the Allottee/s. And the proportionate share of stamp duty and registration of Deed of Conveyance in favour of Co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the Allottee/s and the PROMOTERS shall in no way either be liable or responsible for the same.

47. WHEREAS the name of the building to be constructed for the members of the Co-operative Housing Society shall be “.....” and shall not be changed without the written permission of the PROMOTERS.

48. DISPUTE RESOLUTION :-

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

49. **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 courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at in the Presence of attesting witness, signing as such on the day first above written.

SCHEDULE OF PLOT

All that piece or parcel of land bearing Plot No.6 admeasuring about 1538.00 Sq Mtrs area, at Sector-38, Nerul, Navi Mumbai, Tal. & Dist.Thane, or thereabouts and bounded as follows:-

- On or towards the North by : Plot No.07
- On or towards the South by : 20.00 mtr wide road
- On or towards the East by : Plot No.05
- On or towards the West by : Plot No.6A

Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees: (including joint buyers)

- (1)
- (2).....

At on

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

M/s. KEYSTONE LIFESPACES PVT. LTD.,

through its Director

MR.

(Authorized Signatory) WITNESSES:

Name

Signature _____

Name

Signature

SCHEDULE ‘A’

Apartment No....., on the Floor, admeasuring about
..... Sq. Mtrs. Carpet Area + sq.mtrs. terrace area in the
building known as ‘.....’, standing on Plot of land bearing
No.6, situated at Sector-38, Nerul, Tal. & Dist. Thane , (Building : Stilt +
Floors) and the said plot bounded as follow :-

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

APPLICATION FOR PROVISIONAL ALLOTMENT

Date: _____ Place: _____ Application No. _____

I/We request you to kindly reserve a proposed constructed area admeasuring approx _____ sq ft Carpet Area equivalent to _____ sq ft saleable area at the mutually agreed price of Rs. _____ per sq ft in your aforesaid intended proposed Keystone Solista Project situated at Plot No. 06, Sector No. 38, Nerul, Mavi Mumbai.

We agree that the area may vary on actual construction thereof marginally.

Applicant's Name : _____

S/o w/o D/o : _____

Date of Birth : _____

Address : _____

Phone No. : _____

Mobile No. : _____

Email : _____

Company Name : _____

Designation : _____

Co-Applicant's Name : _____

S/o w/o D/o : _____

Date of Birth : _____

Phone No. : _____

Email : _____

Company Name : _____

Designation : _____

Correspondence : _____

Address : _____

Permanent : _____
Address _____
Office Address : _____

Whether Income Tax Assesse: YES / NO

If Yes Applicants PAN Number - _____
Co-Applicant's PAN Number - _____

Power of attorney (if any) _____

Statutory Payments such as MSEDCL, Legal, Club House (if applicable) & Society Maintenance is liable to be paid at actuals. Registration Charges / Service Tax/GST and Vat as per actual. Any other charges/taxes shall be payable on demand.

I/We hereby agree to pay as per schedule of work implemented.

I/We remit herewith a sum of Rs. _____/- (Rupees
_____ only)

By Cheque No. /DD. No. / NEFT vide bearing No. _____ RTGS
vide bearing No. _____ dated _____ drawn on
_____ Bank, _____ Branch, Pune.

being the total booking amount for the provisional allotment of the above Apartment.

Funding : Self Funding ☐ Bank Loan ☐

Bank Name and : _____

Branch address

Broker Involved ☐ Direct Sale ☐

Broker Name : _____

Phone No. : _____

Broker Signature : _____

Signature of Applicant

Signature of Co-Applicant:

TERMS AND CONDITIONS :

- The Apartment will be provisionally blocked on paying option amount (booking amount) of ten percent (10%) of the basic value of the constructed area. Remaining 90% of the amount is to be paid as per schedule specified.
- The allocation number allotted to such constructed area may be subject to logistic change at the time of execution of the Agreement of Apartment/ Unit/Office/Shop.
- Promoter/s reserve/s the right to cancel the option in the event of the Allotee not executing the Agreement in a timely manner in which the event ____% of the advance will be appropriated towards administrative charges.
- All refunds if any, will be made without interest by local cheque or by cheque payable at par only.

- Acceptance of requests, if any, for transfer of option from phase or project to project etc. is at the discretion of Promoter. If accepted by Promoter, the alteration fee / charges for cancellation of option would be 5% of the total cost of the Apartment.
- Statutory payments, GST/ ~~Service tax~~ / ~~VAT~~ will be charged extra as applicable. All other expenses including external infrastructure expenses like electricity, water and sanitary, cable, telephone, maintenance will be met by Allottee/s from the date of intimation of handing over of possession of the aforesaid Apartment/Unit.
- Club House charges, Power, Water and Sanitary charges, Maintenance charges, stamp duty, registration fee, legal charges, society formation charges and any other related expenses shall be paid separately whenever applicable / demanded.
- The date indicated for handing over of Possession is subject to "Force Majeure" clause..
- Final Conveyance Deed to the Association of Apartment Holders (as may be incorporated at the option of the Promoters) shall be executed within 3 months of the receipt of the full consideration from all the Allottees of the Apartment sold by the Promoters. .
- Maintenance charges will be at the rate of Rs. 10 per sq. ft. or Rs. _____ per month and may be subject to revision. Such amount is to be paid before the Applicant is handed over the possession of the allotted area and will be used for maintenance for a period of 12/ ~~18~~/ ~~24~~ months after possession. Subsequently the charges will be decided by the Condominium, Society or a Limited Company of the Apartment/ Unit holders or the Promoter. Other statutory charges, which may be levied or imposed in future and or may be enhanced from time to time, will have to be borne by the Allottee/s.
- Applicant/s/ Allottee/s will be solely responsible for all the disbursements from the banks / financial institutions and the onus of making the

payments within the specified time period lies with the Allottee/s and any delay in the disbursements will be charged interest at the rate of 18 % p.a.

- All the payments to be made as per the schedule.
- All the payments to be made in favour of Keystone Lifespaces P Ltd A/C Keystone Solista and sent to:

Preference of allotment _____

I/ We the undersigned have gone through the above terms and conditions and accept the same.

ON LETTER HEAD OF BUILDER

ALLOTMENT LETTER

To,

(Name of the Allottee/s)

Sir/Madam,

This is to confirm that we have provisionally allotted to you Apartment No. ____, admeasuring _____ sq. ft. i.e. _____ sq. mtrs. carpet area, on the ____ floor, in the Building/Wing ____ along with appurtenant terrace admeasuring _____ sq. mtrs. and ____ number of Covered Car Parking space of the Project/Scheme known as Keystone Solista, situated at Plot No. 06, Sector No. 38, Nerul, Navi Mumbai, for your exclusive use at or for the consideration of Rs. _____/- (Rupees _____ only) in respect of the Apartment and Rs. _____(_____) for the covered / mechanical car parking space.

We acknowledge the receipt of the sum of Rs. _____/- (Rupees _____ only) as an interest free performance security deposit there against.

The balance consideration shall be payable as under:

SCHEDULE OF PAYMENT	% of Payment
As Earnest Money on execution of this Agreement	30%
On commencement of Foundation/Plinth Work	15%
On completion of 1 st Slab Work	4%
On completion of 3 rd Slab Work	4%
On completion of 6 th Slab Work	4%
On completion of 9 th Slab Work	4%
On completion of 12 th Slab Work	4%
On completion of 14 th Slab Work	4%
On completion of the walls, internal plaster, flooring doors and windows.	6%
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level	5%
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing	5%
On completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements.	10%
On Possession	5%
Total	100%

The provisional allotment is subject to the terms and conditions stipulated on the Application for the provisional allotment submitted by you and requisite Agreement confirming such allotment as required under the Real Estate (Regulation and Development) Act 2016, shall be entered into in due course and duly executed upon your complying with the terms contained herein and thereunder.

All documents/clearances have been seen and inspected by you and you have satisfied yourself regarding the same.

All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority pertaining to the said property shall be binding on you.

All other expenses and outgoings such as stamp duty, M.S.E.D.C.L. Legal, Stamp Duty, Registration charges etc. shall be to your account.

Thanking you,

Yours truly,

I agree to the above conditions.

Date: _____

Place:_____

ALLOTTEE