



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this ____ day of _____, 2025 BETWEEN:

M/S. JVM SPACES (PAN NO. AAOFJ3773H), a Partnership Firm registered under the provisions of the Indian Partnership Act 1932, through its partners **Mr. Manthan Jitendra Mehta** and **Mr. Nimit Jitendra Mehta** having its Office at 1104, 11th Floor, Dev Corpora, Near Cadbury Junction, Eastern Express Highway, Thane (West), Mumbai 400601 hereinafter referred to as the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include the Partners for the time being of the said Firm, the survivors or survivor of them, the heirs executors and administrators of the last surviving partner and their permitted assigns) of the **ONE PART;**

AND

_____ - (PAN: _____), adults
Indian inhabitants both residing at
_____ hereinafter

referred to as **“THE ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm the partners or partner for the time being constituting of the said the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs,

executors, administrators and permitted assigns of such last surviving member of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a

trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in the case of a body corporate, its successors in title and permitted assigns) of the **OTHER PART**;

(The **Promoter** and the **Allottee/s**, parties hereto shall, in this Agreement, wherever the context so requires, be collectively referred to as the "**Parties**" and individually as the "**Party**".)

WHEREAS

A. 40 members being the members listed in the Agreement in Form H.H-1 formed a Co-operative Housing Society named SHREE YASHAWANT CO-OPERATIVE HOUSING SOCIETY LIMITED, (hereinafter referred to as the "**Society**") a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under registration No. BOM/HSG/951 of 1963 i.e., the Society herein. A copy of Registration Certificate of the Society is annexed hereto as **Annexure "A"**;

B. On making Application by Society, the Collector, Bombay Suburban District, vide an Agreement in Form H. H-1 dated 3rd September, 1969 allotted as Tenure "G" Plot No. 1, 2 and 3 admeasuring 2,296.7 Square Meter situated at Yashwant, M. G. Road, Nath Pai Nagar, Ghatkopar East, Mumbai 400 077 to Shree Yashwant Co-operative Housing Society Limited ("**the Society**") and its then members on Occupancy Class II on the terms and conditions mentioned therein to occupy the said Plot No. 1, 2 and 3 (hereinafter referred to as "**the Property / said Plot**");

- C.**The Society and its then members constructed a building comprising of 3 wings i.e., A, B and C having in all 40 residential Premises on the said Property in the year 1971 [**said Existing Building**];
- D.**The property card bears the name of the Society as the holder of the said Property and the area of the property as per property card is 2,296.7 Square Meter. Copy of the property Card is annexed hereto as **Annexure-“B”**;
- E.**Vide Order dated 16th December 2022 bearing Ref No. C/Office 2F/Ka. Vi. - 177/2022/17905 issued by the Collector, Mumbai Suburban District, possession of land admeasuring 85 square meters out of the said Plot has been taken over by the State of Maharashtra and has been handed over to the Mumbai Metropolitan Region Development Authority [“MMRDA”] for the Mumbai Metro Phase IV [Wadala to Kasarvadawali]. A copy of said Order dated 16th December, 2022 is annexed hereto as **Annexure “C”**;
- F.**MMRDA vide its letter dated 31st October, 2022 has issued in principal NOC for redevelopment of the Society on the terms and conditions mentioned in the said Letter. A copy of Said NOC Letter of MMRDA is annexed hereto as **Annexure “D”**;
- G.**The said Existing Building which was standing on the said Plot was more than 50 years old and is not in a good condition and requiring extensive repairs. Considering the present condition of the said Existing Building, the said Members and the Society have decided that it would be prudent to redevelop the said Existing Building by demolishing the same and re-constructing a new building on the said Plot (hereinafter referred to as the said **“New Building”**) through a reputed and expert Developer by utilizing the Plot FSI and any other additional FSI / TDR FSI, Premium FSI, Concessional FSI, Incentive FSI, Fungible FSI relating to and arising out of the said Plot as per Regulation 30 and 33(7)(B) of the prevailing Development Control and Promotion

Regulations-2034 (hereinafter referred to as the said "DCPR") and amendments made thereto from time to time;

- H. In the Special General Body Meeting of the Society held on 3rd July, 2022, the Society Members resolved to go for redevelopment of the Property as per the then Development Control and Promotion Regulations, 2034's norms and policy of the Municipal Corporation of Greater Mumbai ["MCGM"]. Copy of the Resolution dated 3rd July, 2022 is annexed hereto as **Annexure - "E"**;
- I. In compliance of the provisions of the Government Directions dated 4th July, 2019 issued under Section 79A of the Maharashtra Co-operative Societies Act, a Special General Body Meeting was held on 4th February, 2024 wherein Society appointed Promoter herein as the Developer for redevelopment of Society's Property. A copy of said resolution dated 4th February, 2024 is annexed hereto as **Annexure "F"**;
- J. The Promoter has got the existing tenure of the Plot converted from "G" Tenure to "C" [Occupancy Class I] Tenure;
- K. Vide its Order dated 21st June, 2024 bearing Reference No. 7947, the Collector, Mumbai Suburban District has recorded that the tenure of the said Land stands converted to Occupancy Class I. A copy of the said Order is annexed hereto as **Annexure "G"**;
- L. By a Development Agreement dated 5th December, 2024 entered into between Shree Yashwant Co-operative Housing Society Ltd. and its members and the Promoter herein, the Society and its members have granted Development rights of the said Property to the Promoter on terms and conditions as more specifically mentioned in the said Development Agreement. The said Development Agreement has been duly registered with the Sub-Registrar of the Assurances bearing Registration No..KRL5-32334-2024. A photocopy of Index II of said Development Agreement is annexed hereto as **Annexure "H"**;
- M. By Power of Attorney dated 5th December, 2024 registered with the Sub-Registrar at Kurla under Serial No KRL-5-32334-2024_executed between the Society (therein referred to as 'the Society') of the First Part and the Promoter

(therein referred to as **“the Developer”**) of the of the Other Part, the Society granted to the Promoter all necessary powers to redevelop the said Property upon the terms and conditions contained therein (hereinafter referred to as the ‘said Power of Attorney’). A photocopy of Index II of said Power of Attorney is Annexed hereto as **Annexure-“I”**;

N. Under the said Development Agreement dated 5th December, 2024 the Promoter herein is well and sufficiently entitled to redevelop the said Property by demolishing the said Old structures and constructing a new building viz. Residential cum Commercial building where Residential cum Commercial premises on the said Property in accordance with the plans, designs, specification approved by the concerned local authority and which has been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/ Government / Architect and/or Structural Consultant and such modifications shall be made after getting consent from Allottee/s;

O. The Promoter has entered into a standard agreement with Architect M/s. Deole Bros (hereinafter referred to as **“the Architect”**) registered with the Council of Architect sand with Structural Consultant M/s. Epicons Consultants Pvt. Ltd. (hereinafter referred to as **“the Structural Consultant”**) and such agreement is as per the agreement prescribed by the Council of Architects and the Promoter accept the professional supervision till the completion of the new building;

P. The Promoter is desirous of constructing a new residential cum commercial building known as **“JVM’s Shanay Vista”** comprising of commercial premises upto 1st floor, 2 podium for car parking and partial podium on 3rd floor for recreational area and residential Premises and other residential premises above it;

Q. The Promoter has commenced the construction of the building to be known as **“JVM’s Shanay Vista”** proposed to be constructed of on the said Property

(hereinafter referred to as "**the New Building**") and has registered the New Building with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration bearing No. P _____ dated _____, 2025 (hereinafter referred to as "**the RERA Certificate**") for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure- "J"** hereto. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same to be examined in detail by his/her/their/its Advocates and Planning and Architectural consultants. The Allottee/s has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects including the right, title and interest of the Promoter in the Development of the said property;

R. The title and the right of the Promoter to redevelop the said Property and sell the Commercial and/or Residential Premises in the New Building to be constructed by the Promoter on the said Property is certified by Advocate Mr. Rutvij Bhatt as per the Title Certificate dated 28th May, 2025, a copy whereof is annexed hereto and marked **Annexure - "K"**. Prior to the execution of these presents the Promoter has given inspection of all the documents and title deeds in respect of the said property, various permissions and sanctions granted by concerned authorities as well as plans, designs and specifications prepared by the architects of the Promoter and approved by M.C.G.M and all other authorities as are specified under the RERA and the Rules made there under and the Allottee/s is/are satisfied and shall not raise any objection about the ownership / title / right / interest of the Promoter herein future;

S. The Promoter has the right to sell the Commercial and/or Residential Premises

in the new building to be constructed by the Promoter on the said Property and to enter into this Agreement with the Allottee/s of the Commercial and/or Residential Premises to receive the sale consideration in respect thereof;

T. The Promoter has appointed the Architect to draft construction plans of the New Building by utilizing the entire 3.375 FSI (Floor Space Index) on the gross plot area including (Base FSI, Fungible FSI, TDR, and Compensatory FSI as per present norms. The Intimation of Disapproval No. P-24410/2024/(194A(pt)/N Ward/GHATKOPAR/IOD/1/New dated 3rd April, 2025 (“**IOD**”) has been granted by the Municipal Corporation of Greater Mumbai (herein after referred to as “**MCGM**”). A photocopy of the Intimation of Disapproval dated 3rd April, 2025 is annexed hereto as **Annexure- “L”**. The photocopy of Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces is proposed to be provided for on the said project approved Block Plan, Location/Layout Plan and Plan showing Open Spaces is annexed hereto and marked as **Annexure- “M”**. The copy of the Commencement Certificate bearing No P-24410/2024/(194A(pt)/N Ward/GHATKOPAR/CC/1/New dated 28.05.2025 issued by the MCGM pursuant to the IOD is annexed at **Annexure - “N”**. 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 MCGM or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over possession of the Commercial Premises to the Allottee/s, obtain from MCGM or any concerned local authority part occupation certificate in respect of the new building and handover possession of the Residential Premises to the Allottee/s, obtain from MCGM or any concerned local authority occupation/completion certificate in respect of the new building;



U. Prior to the execution of the presents the Allottee/s is/are satisfied by the information furnished by the Promoter and the Allottee/s has/have also taken independent legal advice for the same;

V. The Allottee/s has agreed to purchase the said Premises after going through all the conditions stated in the sanctioned plans by the respective competent authorities and further confirms that all such conditions shall be bound and abided by the Allottee/s strictly. The Allottee/s has independently made himself/herself/their self-aware about the specifications and internal amenities to be provided in the said Premises by the Promoter and is made aware of the limitations, usage policies, and maintenance of installed items, fixtures and fittings;

W. The Allottee/s has/have approached the Promoter with a request to sell/allot Commercial/Residential Premises No. _____ on the _____ Floor having RERA Carpet Area admeasuring _____ Square Feet i.e _____ Square Meter **RERA Carpet area** as defined under RERA Act of the said Building "Shanay Vista" being constructed by the Promoter on the said Property (hereinafter referred to as "**said Premises**") and more particularly described in Second Schedule hereunder written and shown on the typical floor plan hereto annexed as **Annexure-"O"** bounded by red colour line together with _____ Car Parking on the _____ Podium admeasuring _____ Square Feet having _____ Square Feet in length, _____ Square Feet in width and _____ feet of vertical clearance bearing car Parking No. _____;

X. "RERA Carpet Area" means the net useable floor area of an Commercial/Residential Premises, excluding areas covered by external walls, the area under service shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/s, but includes area covered by internal partition walls of the Premises;

Y. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. (Rupees) only, being part payment of the sale consideration of the Premises agreed to be sold by the Promoter to the

Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

Z. Under Section 13 of RERA the Promoter are required to execute a Written Agreement for Sale of the said Premises to the Allottee/s being in fact these presents and also to register the said Agreement under the Registration Act,1908;

AA. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the Premises and ___ Car parking space in on ___ level Podium and the right to use the Common Areas.

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

1. The Promoter shall construct the said building/s known as “**JVM’s Shanay Vista**” comprising of commercial premises upto 1st floor, 3 podium for car parking and partial podium on 4th floor for Amenity area and residential Premises and other residential premises above it with a Terrace comprising of overhead water tank and lift machine room on the said Property. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2.(a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Commercial/Residential Premises No. ____ admeasuring ___ Square Feet RERA Carpet area

equivalent to _____ Square Meter RERA Carpet area on the ___ floor in the building to be constructed (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked **Annexure - "O"** for the consideration of Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith. (the price of the Premises including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Promoter hereby have agreed to allot to the Allottee/s ___ car parking slot on the ___ podium admeasuring ___ Square Feet having ___ Square Feet in length, _____ Square Feet in width and ___ feet of vertical clearance bearing car Parking No. _____.

(b) The total aggregate consideration amount for the Premises including _____ Car Parking space is thus Rs. _____/- (Rupees _____ Only) (subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) as under.

(c) The Allottee/s has paid on/or before execution of this agreement a sum of Rs. _____ (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) (subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) and shall be deposited in RERA Designated Collection Bank Account No. 2502234166596440 Bank, AU Small Finance Bank Branch having IFS Code AUBL0002341 situated at CTS No. 637 A, Shivalaya Chanda Varkar Road, Borivali, Mumbai - 400092. In addition to the above bank account, Promoter have opened in the same bank, RERA Designated Separate Bank Account No. 2502234166495654 and RERA Designated Transaction Bank Account having Account No. _____



2502234166448633 respectively."

Balance amounts shall be paid by the Allottee/s in the following manner:

FOR RESIDENTIAL

| Sr. No. | Particulars |
|------------|---|
| 1. | 20% on Booking |
| 2. | 25% on or before Plinth |
| 3. | 4% on or before 1 st Plinth |
| 4. | 4% On or before 3 rd Slab |
| 5. | 4% On or before 5 th slab |
| 6. | 4% on or before 7 th Slab |
| 7. | 4% on or before 9 th Slab |
| 8. | 4% on or before 11 th Slab |
| 9. | 4% on or before 13 th Slab |
| 10. | 4% on or before 15 th Slab |
| 11. | 4% on or before 17 th Slab |
| 12. | 5% on completion of Blockwork |
| 13. | 5% on completion of Internal & External Plaster |
| 14. | 4% on completion of Flooring |
| 15. | 5% on Possession |

Please note that the Slabs include Commercial, Podium and Residential slabs.

FOR COMMERCIAL

| Sr. No. | Particulars |
|------------|---------------------------------------|
| 1 | 20% on Booking |
| 2. | 25% on or before Plinth |
| 3. | 15% on or before 1 st Slab |
| 4. | 15% on 2 nd Slab |

| | |
|----|--|
| 5. | 10% on completion of Blockwork |
| 6. | 10% on completion of Internal and External plaster |
| 7. | 5% on Possession. |

(d) The Total Price above excludes Goods and Service Tax or any other applicable taxes as levied in future by the authority upto the date of handing over the possession of the Premises. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on Allottee/s. The Allottee/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Promoter, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall produce to the Promoters the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Allottee/s within 21 (twenty-one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act. The Allottee/s hereby indemnifies/indemnify and keep/s indemnified the Promoter against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Promoter for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee/s in respect of this presents and/or the Total Consideration.

(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 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.

(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 3%. The total price payable 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 these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

(g) 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/her/their payments in any manner.

3. 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 Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the

project and handing over the Premises to the Allottee and the common areas to the existing Society 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 2(a)(i) herein above. (**“Payment Plan”**).

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7751.36 square meters only and Promoter has planned to utilize Floor Space Index of 3.375 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 Promoter has disclosed the Floor Space Index of 3.375 as proposed to be utilized by Promoter on the project land in the said Project and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter, Society and Society's Existing members as per terms of Development Agreement.

4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises 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, 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.

4.2. Without prejudice to the right of Promoter to charge interest in terms of RERA norms, 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, the Promoter shall at its own option, may terminate this Agreement:

- (i) 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/her/their 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.
- (ii) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment/forfeiture and recovery of any agreed liquidated damages of 10% of amount received, interest, brokerage paid by Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Premises which may till then have been paid by the Allottee to the Promoter.



5. The fixtures and fittings with regard to the flooring and sanitary fittings and internal amenities to be provided by the Promoter in the said Premises are set out in Third Schedule annexed hereto.

6. The Promoter shall give possession of the Premises to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Premises to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in

respect of the Premises with interest at the same rate as may mentioned in the Rules 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 Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed as per force Majeure clauses provided in the Development Agreement and on account of: -

6.1. war, civil commotion or act of God;

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the Part Occupancy Certificate for Commercial Premises and Occupation Certificate for Residential Premises from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Premises, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Possession to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Society, 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 Part Occupancy Certificate for Commercial Premises and Occupation Certificate for Residential premises of the Project.

7.2 The Allottee shall take possession of the Premises within 15 days of the written notice from the promotor to the Allottee intimating that the said Premises are ready for use and occupancy.

8. Failure of Allottee to take Possession of Premises: Upon receiving a written intimation from the Promoter as per **clause 7.1**, the Allottee shall take possession of the Premises from the Promoter by executing necessary

Possession Letter indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the allottee. In case the Allottee fails to take possession within the time provided in **clause 7.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

9. If within a period of five years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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.

10. It is clarified that the liability of the Promoter under Clause 9 shall not extend to:

a. any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other Allottees in the New Building (including the family members, servants, occupants, licensees of such Allottees) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoter/Utility Providers for the said New Building.

b. The Allottee/s and/or any other Allottees in the New Building (including the family members, servants, occupants, licensees of such Allottees) shall not carry out any alterations of whatsoever in nature in the said Premises in the specific structure of the said Premises in the said building which shall include but not be limited to columns, beams etc. or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alterations in the bathroom, toilet or kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become nil. The word defect here means



only manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter and shall not mean defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Premises or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

c. That it shall be the responsibility of the Allottee/s to maintain Premises in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Premises are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/Building. And if the annual maintenance contracts are not done / renewed by the Allottee/s; the Promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of Premises/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Premises/Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.



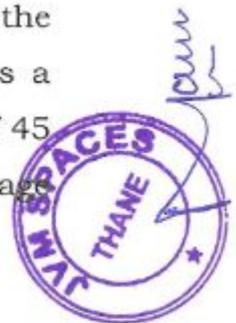
d. However, if the Allottees carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Promoter and of the concerned authorities wherever required, or damage waterproofing treatment given by the Promoter in any manner then, in that case the liability of the Promoter shall come to an end and the Allottees alone shall be responsible to rectify such defect or change at his/her/their/its own cost.



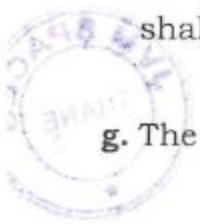
e. It is hereby specifically agreed by the Allottees that he/she/they will not change the exterior, outside elevation or the color scheme of the New Building. The Allottees further agrees not to put up and/or extend the grills outside the window of the said Premises without obtaining the permission of the Promoter in writing. Promoter shall be entitled to remove the unauthorized change carried out by the Allottees and restore the exterior to its original conditions at the cost of the Allottees and recover all the expenses incurred by them along with interest @ 12% p.a., the Promoter shall not be liable or responsible for any loss or damages that may be suffered by the Allottees while restoring the exterior of the building to its original condition.



f. The Allottees shall ensure while, carrying out any work in the said Premises the water proofing treatment given by the Promoter in the toilet and the kitchen is not damaged. If Allottees while carrying out any work damage the water proof base coat or any defect is occurred and as a result thereof water is leaked into the Premises below the Allottee's Premises and/or in any other Premises then the Allottees alone shall be responsible to rectify such defects at his/her/their own cost immediately after receiving communication from the Promoter and/or from the Society or owner of whose Premises there is a leakage. If the Allottees fails to carry out the said work within a period of 45 (forty-five) days then, the owner of the Premises in whose there is a leakage shall be entitled to rectify the defect entirely at the costs of the Allottees.



g. The Allottee/s shall not carry out any structural addition or alteration in the said



Premises, in the event he/she/it/they carries out any unauthorized work, the defect obligation of the Society/Promoter shall come to an end. The Allottee shall use the Premises or any part thereof or permit the same to be used only for purpose of for which it has been passed and shall use the car parking space for the purpose of parking cars only. It is specifically agreed by the Allottee that the commercial premises shall not be used by the Allottee or its assigns or subsequent purchasers for Hookah Parlour, Bar, Wine Shop and Hospital however use for clinic, medical establishment and testing centres and other commercial activities shall be permitted.

11. The Allottee along with other allottee(s) of Premises in the building shall join existing Society i.e Shree Yashawant Co-operative Housing Society Limited 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 becoming a member, including the bye- laws.

12. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Premises 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 Premises) of outgoings in respect of the project land and Building and Society namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Allottee is made member of the Society, 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. 12 per Square Feet per month towards the outgoings in advance for a period of 12 months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until Society takes charge of working

of Society as per terms of Development Agreement. The Allottee shall also be liable to pay to Society proportionate, sinking fund or repair fund or corpus fund lying with the Society, as has been charged to the current members in proportion to Allottee's Area as per terms of Development Agreement.

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

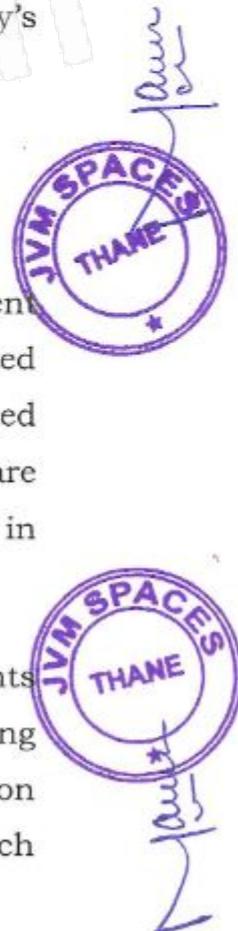
- a. Rs. _____ for share money, application entrance fee of the Society.
- b. Rs. _____ For Deposit towards Water, Electric, Mahanagar Gas and other utility and services connection charges &
- c. Rs. _____ towards Development Charges.

14. The Allottee shall pay to the Promoter a sum of Rs. 50,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with Society and Society's Membership Expansion.

15. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

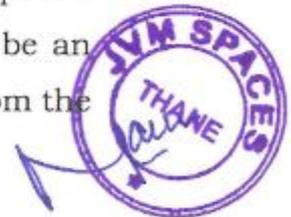
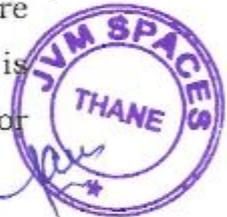
- i. The Promoter have informed the Allottee/s that the present development Scheme is redevelopment scheme where the Promoters have been granted development right by Shree Yashwant Co-operative Housing Society Limited whereby after making provision for existing members the Promoters are entitled to sell remaining balance Commercial and Residential Premises in open market to third party.
- ii. The Promoter has also informed that under the said Development rights Promoter shall be constructing commercial premises and after completing construction of such commercial portion and after obtaining Part Occupation certificate the Promoter shall be entitled to handover possession of such commercial premises to commercial Allottee.



- iii.** The Promoter has clear and marketable development title with respect to the project land; as declared in the title report annexed to this Agreement and has 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;
- iv.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- v.** There are no encumbrances upon the project land or the Project;
- vi.** There are no litigations pending before any Court of law with respect to the project land or Project;
- vii.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- viii.** 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;
- ix.** 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 project land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- x.** The Promoter confirms that the Promoter is not restricted in any manner

whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

- xi.** 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 project to the competent Authorities;
- xii.** 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 project land and/or the Project except those disclosed in the title report.
- xiii.** As per terms of Development Agreement entry and exit of commercial and residential premises shall be separate only for visitors. Provided that fire exit will be provided to the commercial premises at such place as is mandated by the MCGM. Staircase, lift, lobby, and entrance lobby for commercial premises shall be separate.
- xiv.** As per terms of Development Agreement entrance of all commercial premises on ground floor shall be from front side only for visitors except fire exit as required by the MCGM. There shall be no entrance / door from back side where it can be accessed from residential portion of the plot except fire exit and any other services as required by the MCGM. There shall be an access to the commercial premises for human beings [not vehicles] from the driveway of the 2nd entrance shown from M. G. Road.
- xv.** General access for visitors for all commercial premises of Developers shall be from the M. G. Road and/or the 90 feet road. It is clarified that visitors shall have access to commercial lifts separately provided in the building for commercial premises.
- xvi.** The Promoter shall have an exclusive perpetual and irrevocable right to affix



its logo and brand name 'JVM Spaces' on the top terraces and on the compound wall at any prominent place/s thereon [admeasuring a maximum of 15 feet by 15 feet at each location], for the purpose of advertising the Promoter's own brand name.



16. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-

i. That the Allottee have been provided with a copy of Development Agreement entered into between the Promoter and the Society and the Allottee have gone through the terms and conditions of the said Development Agreement and only after understanding the same the Allottee have agreed to go ahead with the purchase of said Premises and car parking. The Allottee also undertakes to abide with the terms and conditions of Development Agreement.



ii. To maintain the Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

iii. Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises 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 staircases, common passages or any other structure of the building in which the Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be

liable for the consequences of the breach.

iv. To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the Premises 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 Premises is situated or the Premises which may be contrary to the rules and regulations and 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 other public authority.

v. Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society.

vi. 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 Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.

- viii.** Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government additionally then what is provided or giving water, electricity, Mahanagar Gas or any other service connection to the building in which the Premises is situated.
- ix.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Allottee for any purposes other than for purpose for which it is sold.
- x.** The Allottee 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 to the Promoter under this Agreement are fully paid up.
- xi.** The Allottee shall observe and perform all the rules and regulations which the Society 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 Premises therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and Society. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii.** As and when required 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 building or any part thereof to view and examine the state and condition thereof.



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

18. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Premises and car parking hereby agreed to be sold to Allottee/s and all open spaces, additional parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is handed over to existing Society and Allottee undertakes not to claim more than what is sold/allotted to him/her/them in future.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement Promoter shall not mortgage or create a charge on the Premises 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 who has taken or agreed to take such Premises.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the



Allottee 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 and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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 therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. 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 Premises, as the case may be.

23. RIGHT TO AMEND

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

24. 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 Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

25. 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.

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

Wherever in this Agreement it is stipulated that the Allottee 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 Premises to the total carpet area of all the Premises in the Project.

27. 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.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office,

orat some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai 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 have been executed at Mumbai.

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

30. That all notices to be served on the Allottee and the Promoter as contemplated by this 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 Allottee
_____ (Allottee's Address)
Notified Email ID: _____

M/S. JVM SPACES

(1) Mr. Nimit Jitendra Mehta

(2) Mr. Manthan Jitendra Mehta

Notified Email ID:

Address: 1104, 11th Floor, Dev Chopra, Near Cadbury Junction, Eastern Express Highway, Thane (West), Mumbai 400601

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

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 Promoter or the Allottee, as the case may be.

31. 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.

32. Stamp Duty and Registration: -

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

33. 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. 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 civil 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 Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of land or ground with building viz. Shree Yashwant Co-Operative Housing Society Ltd having three wings, each having ground and 3 upper floors standing thereon situate on Plot No. 1,2 and 3 admeasuring 2,296.7 Square Meter (as per the City Survey Property Register Card) bearing CTS No. 194A/16/1/B of village Ghatkopar and Survey No. 236-A[Part] of village Ghatkopar, situate lying and being at the junction of M. G. Road and 90 Feet Road at Nath Pai Nagar, Ghatkopar East in Greater Mumbai in the Registration District and Sub-District of Mumbai Suburban and bounded as follows:

- On or towards East : By land bearing Plot No. 4 and CTS No. 194A/15 of village Ghatkopar;
- On or towards West : By the MG Road and MMRDA's Metro Work.
- On or towards North : By the 90 feet road
- On or towards South : By Recreation Garden

THE SECOND SCHEDULE ABOVE REFERRED TO

Commercial/Residential Premises No _____ - on the _____ Floor having RERA Carpet Area admeasuring _____ Square Feet _____ Square Meter as defined under RERA Act of the said Building "JVM's Shanay Vista" together with right to ___ Car Parking on the ___ Podium admeasuring ___ Square Feet having ___ Square Feet in length, _____ Square Feet in width and ___ feet of vertical clearance bearing car Parking No. ___ on the said Property more particularly described in the First Schedule herein above written.

THIRD SCHEDULE ABOVE REFERRED TO
THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES.

A. Description of the common areas provided:

| Sr. No. | Type of common areas provided | Proposed Date of Occupancy Certificate | Proposed Date of handover for use | Size/area of the common areas provided |
|---------|---|--|-----------------------------------|--|
| i. | Designer Entrance Lobby | 31.03.2029 | 31.03.2029 | |
| ii. | High Speed Elevators including one stretcher lift | 31.03.2029 | 31.03.2029 | |
| iii. | Gymnasium | 31.03.2029 | 31.03.2029 | |
| iv. | Society Office | 31.03.2029 | 31.03.2029 | |
| v | Earthquake resistant structure | | | |

B. Facilities/ amenities provided/to be provided within the building including in the common area of the building

| Sr. No. | Type of facilities / amenities provided | Phase name/ number | Proposed Date of Occupancy Certificate | Proposed Date of handing over to the Society/commo | Size/ area of the facilit | FSI Utilize d or free of |
|---------|---|--------------------|--|--|---------------------------|--------------------------|
| | | | | | | |

| | | | | | | |
|-----|---|--|------------|--------------|------------------------|-----|
| | | | | organization | ies / amen ities | FSI |
| i | DG Backup for Common Area and Elevators | | 31.03.2029 | 31.03.2029 | | |
| ii | Smart Security with CCTV & Interom | | 31.03.2029 | 31.03.2029 | | |
| iii | Water proof and weather proof Texture Paint on external walls | | 31.03.2029 | 31.03.2029 | | |
| iv | Fire resistant door for staircases | | 31.03.2029 | 31.03.2029 | | |
| v | LED Lights in common areas | | 31.03.2029 | 31.03.2029 | | |

**C. Facilities/ amenities provided/to be provided within the Layout
and/or common area of the Layout**

| Type of facilities / amenities provided | Phase name/ number | Proposed Date of Occupancy Certificate | Proposed Date of handing over to the Society/comm on organization | Size/area of the facilities / amenities | FSI Utilized or free of FSI |
|--|--------------------------|---|--|--|--------------------------------|
|--|--------------------------|---|--|--|--------------------------------|

| | | | | | | |
|----|--|--|--|--|--|--|
| i | | | | | | |
| ii | | | | | | |

D. The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

| | Type of open spaces (RG/PG) to be provided | Phase name/ number | Size open spaces to be provided | Proposed Date of availability for use | Proposed Date of handing over to the common organization |
|----|--|--------------------|---------------------------------|---------------------------------------|--|
| i | | | | | |
| ii | | | | | |

E. Details and specifications of the lifts:

| Sr. No. | Type (passenger/service/stratcher/goods/fire evacuation/any other | Lift | Total no. of Lifts provided | Number of passenger or carrying capacity in weight (kg) | Speed (mtr/sec) |
|---------|---|------|-----------------------------|---|-----------------|
| i. | | | | | |
| ii. | | | | | |

IN WITNESS WHEREOF the parties hereto have caused this Agreement executed the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

| NAME AND SIGNATURE | PHOTO | THUMB IMPRESSION |
|--|-------|------------------|
| <p>JVM Spaces through its Partners MR. MANTHAN JITENDRA MEHTA</p> <p>MR. NIMIT JITENDRA MEHTA</p> | | |

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S:

| NAME AND SIGNATURE | PHOTO | THUMB IMPRESSION |
|--------------------|-------|------------------|
| | | |

In the presence of:

- 1.
- 2.

