

6.8. In the event the Developers are prevented from carrying out or completing redevelopment of the said Property due to conditions amounting at law to "Force Majeure", without prejudice to their other rights or remedies under this Agreement or law, the Developers shall be entitled to an extension of the Period of Completion stipulated hereinabove without any liability to pay any additional amounts to the Members and/ or Society, save and except payment of the monthly displacement compensation for the Temporary Accommodation.

6.9. The Developers shall be entitled to such period of delay during such time as work is delayed on account of obstruction, hindrance or interference or any act done by the Society and/or its Members and without any fault on part of the Developers.

7. PROJECT MANAGEMENT CONSULTANT:

The Society has appointed RNS Associates having their address at 3, SHREE, Gaushala Road, Mulund, Mumbai-400080 as their Project Management Consultant ("PMC") for the redevelopment of their Property and the Developers hereby accept the said PMC for various certification and services as provided for in this Agreement.

8. REDEVELOPMENT PROCESS:

8.1. On and from execution hereof, the Developers shall be entitled to put up its sign boards on the said Property announcing the development or redevelopment of the said Property undertaken by the Developers and also announcing the names of the said Society as Owners of the said Land and also names and address and telephone numbers of Developers and further names, addresses and telephone numbers of Legal Advisors/Solicitors, Architects and R.C.C. Consultants of the Developers. The Developers shall also be entitled to put up their name in the form of sign board at the locations as the developers may deem fit on the New Building constructed and/or on the Compound wall and the Society shall not have any objection for the same.

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RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

8.2. It is agreed that the Developers shall purchase entire TDR for the said Property and comply substantially with the terms of the IOD prior to asking members for vacating their existing Premises. The Developer shall not utilize the TDR and /or otherwise transfer the said TDR on any other property on whatsoever ground. The Developer agrees to purchase full TDR and other required FSI on before asking Members for vacating their premises.

8.3. On receipt of and upon substantial compliance of the IOD received from the Municipal Corporation of Greater Mumbai, the Developers shall give 45 (Forty-Five) days notice to the Society to vacate their said Existing Premises and make arrangements to shift to the Temporary Accommodation. The Developers shall deposit the cheques towards monthly compensation for transit accommodation, hardship compensation, brokerage and to and fro shifting charges for all the Members to the Managing Committee. The Society shall thereafter get its members vacated and only upon the Society handing over the vacant possession of all the Member's Premises and the said Property to the Developers, the Society's managing Committee shall hand over the above referred cheques to its Members. The Developers undertake that they shall not get the electricity and water connection of the existing Building/Premises disconnected and shall not demolish or remove any part of the existing building till all the Members have actually and physically vacated their respective premises. The Developers shall only thereafter demolish the Old Building and commence the further work.

8.4. The Developers alone shall be entitled to the debris resulting on demolition of the existing building and shall be entitled to dispose off the same and appropriate the proceeds thereof.

8.5. The Developers hereby agree that the New Building proposed to be constructed shall be in accordance with the plans as sanctioned by MCGM and as per the rules and regulations prevailing with good workmanship, standard amenities and specifications as detailed in "Annexure K" annexed hereto.

BDK	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
BDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

8.6. The Developers agree that all contracts entered into by the Developers shall be on a principal-to-principal basis and the Society shall not be responsible or liable in any manner in case of non-compliance or non-performance thereof.

8.7. The Developers alone shall solely be responsible for any claim under the Workmen's compensation Act, ESIC, PPF, Industrial Disputes Act or any labour law and/or any other law in force with regards the construction work and development on the said Property.

8.8. The Developer shall arrange for a separate electric and water connection for the purpose of construction activities and shall pay the dues of MCGM for the water and electricity consumed and all other payments pertaining to the construction work of the New Building/s for the period from vacating the premises and handing over the said Property by the Society to the Developers till the completion of all construction activities and all miscellaneous work of the said Project.

8.9. The Developers shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said property, layout, plans and specifications of the sale flats in the New Building, as they may deem fit in their sole and unfettered discretion or if the same is or are required by the concerned authorities provided that the layout, floor, location, area plans of the existing members New Flats shall not undergo any change or variation.

8.10. The Developers alone shall be entitled to pay, receive refund whatever deposits, whether refundable or otherwise to be made and scrutiny fees, premium and/or other charges to be paid to the MCGM, Government of Maharashtra and/or other concerned authorities for carrying out the development work on the said Property and which are subsequently refunded in respect of such deposit.

8.11. The Developers shall be responsible and liable for any damage caused to the internal road as a result of the redevelopment work of the said Property by way of movement of heavy vehicles, digging of road in order to connect utilities, sewerage etc., laying of cables, gas pipelines etc. The Developers shall undertake repairs at its

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RDK	PR	MS	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR
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own costs for such damages caused and bring the road to its original condition.

8.12. The Developers shall undertake the redevelopment and construction work in a manner which shall not be in violation of the existing rules and regulations and

that there is no nuisance caused or disturbance caused or cause damage to the neighbouring societies. The Developers hereby indemnify and keep the Society indemnified against all such third party claims or loss which the Society may face or incur on account of the road being damaged or any claim/complaint received from neighbouring societies for any damage being caused to their properties or the nuisance faced by them.

9. CONSTRUCTION FINANCE

With a view to meet the cost of the redevelopment project, the Developers will be entitled to raise loans from any bank/s, financial institutions or private parties and offer the sale flats and / or any part thereof only in the proposed New Building, save and except the 2 (Two) flats kept by the Developers as assurance as provided in Clause 18 hereinbelow as a security against the loans and the Society hereby accords his/her consent in that regard. It is clarified that the Developers will not be entitled to offer the existing Members 's New Flats and the Property as a security for any loans. The Society or any of its Member shall not be liable or responsible in any manner whatsoever for repayment of any loans and/or any dispute in this regard between the Developers and the Lenders or any part thereof.

10. ADDITIONAL FSI:

In event, if there is any increase in the FSI / TDR due to change in the Govt. Policy at any point of time during the construction period over what is permissible as on date of registration of Development Agreement and in event, if the Developers chose to avail the benefits of such Additional FSI by loading the said FSI on to the said Property and construct the additional area then the Developers shall compensate the

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B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

Society for an amount equal to the ready reckoner value of land and additional FSI availed.

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11. POSSESSION OF PERMANENT ALTERNATE ACCOMMODATION:

11.1. On receipt of the Occupation Certificate for the New Building, the Developers will again send a 30 (Thirty) days' written Intimation to the Member that the said New Flat is ready to be occupied along with the PMC Certificate certifying the completion of works and building being fit for occupation. The Member shall inspect the said New Flat within the said 30 days' notice period and point out the defects, if any, and if the said defect is certified by the PMC, then the Developers shall rectify such defects in accordance with plans within a reasonable period.

11.2. On the expiry of 30 days from the date of written Intimation for occupation and/ or possession taken by the Member, whichever is earlier, the Member will be liable to bear and pay the maintenance, Municipal taxes and other outgoings in respect of the said New Flat, whether the Member has occupied the same or not. The Developers shall be liable till then i.e., expiry of 30 days from the date of written Intimation for occupation and/ or possession taken by the Member, whichever is earlier, to bear and pay the maintenance, Municipal taxes and other outgoings in respect of the said New Flat.

11.3. The Developers shall also continue to pay the compensation for transit accommodation till the expiry of 30 days from the date of written Intimation to take possession of the new Flat.

11.4. The Developers, shall at the time of handing over possession of the said New Flat, provide to the PMC, a copy/blue print of the layout of electrical wiring and plumbing of all members Flats.

12. DEFECT LIABILITY:

12.1 The construction area for Defect Liability shall include all areas covered by FSI, balconies, passage, staircase, lift, common area, elevation area and/or Fungible FSI area etc. as per approved plan. The Developer shall also obtain guarantee from water

100% DK	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

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proofing agency as certified by Society's PMC and Developer's Architect of Wet Area which will be Toilet, Bathroom, Kitchen, Terrace, External Walls, chajjas for 10 Years and this guarantee shall be transferable/in the name of the Society.

12.2 Defects shall include: (i) If any defect, leakage, shrinkage or other faults are found or noted by reason of construction of the said flats or any defects in the work done due to bad materials and / or bad workmanship developed in the work before the expiry of Defect Liability Period. (ii) Cracks & damages occurred due to defective work / material / workmanship carried out by the Developer. (iii) Defective functioning of doors, windows, hardwares etc. due to defective work / material / workmanship carried out by the Developer. (iv) Defective tiling due to defective work / material / workmanship carried out by the Developer.

12.3 The Society shall through its Managing Committee point out defects to the Developer and the Developer shall rectify the same within a period of 60 days from receipt of such notice. On failure on part of the Developer for rectifying defects within a period of 60 days; the Managing committee shall be entitled to rectify such defects by encashing Fixed Deposit kept for Defect Liability by appointing some other agency/contractor and Developer shall make re-imburse any additional expenses within a period of 7 days of such demand. The say of Managing Committee and Certificate by Society's PMC and Developer's Architect jointly in assessing the quantum of defects shall be final, subject to giving proper bills.

12.4 Provided that any problem/defects which is caused due to work carried out by any member/occupant during his interior work and/ or its collateral damages, which affects any part of the building, whether internally and/ or externally shall not be covered by this clause.

12.5 In case any existing member or new proposed member decides to have any interior work done within his flat and if any defect, leakage, shrinkage or other faults are found or noted by reason of interior works of the said flats then it shall be responsibility of the said member to repair, rectify and make good the same and

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remove the said defects, leakages, shrinkages and other faults to the satisfaction of the Society at his own costs and expenses. The new proposed members shall not be allowed to make any changes in any wet areas like Toilets, Baths, WCs, Kitchen etc. Further, till the time that new proposed member is not inducted into the Society, it shall be Developer's responsibility to repair, rectify and make good the same and remove the any defects, leakages, shrinkages and other faults to the satisfaction of the Society at his own costs and expenses due to the interior works done by the said proposed new members. The same shall be incorporated in Sale Agreement.

12.6 If at the time of handing over the New Flats to the Member(s) or within period of 5 years from obtaining Occupancy Certificate, any structural defect in the said Premises and/or the said Project is found to have existed and the same is communicated by the Member(s) to the Developers, then such defects shall be rectified by the Developers at their own cost. In the event, it is found that some defects are irreparable, then the Developers shall compensate such member or the Society, as the case maybe with such amount as may be mutually agreed and in case of any disagreement, by the PMC.

12.7 The Developers agree that the defect liability period for water proofing of terrace, water tank and toilet block shall be for 10 years and the Developers shall insist upon the water proofing agency to incorporate the necessary clause in their contract, to enable the society to enforce the guarantee clause. The water proofing guarantee and all other guarantees and warranties will stand transferred to the Society and the Developers shall incorporate necessary clauses in this regard with the services provided.

12.8 The Developers further agree and undertake that in the event they engage specialized agency for specific construction work for example, piling, water proofing or plumbing or lifts, pumps etc. than if such specialized agencies give specific performance guarantee, the Developers shall put a specific clause in their agreement with such specialized agencies that if any complaint is received from Society within

NPK	RDK	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30	

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stipulated guarantee period, then such specialized agencies shall give benefit of contractual obligation to the Society.

The Society and the Members agree that, in the event of any additions and alteration or encroachments done in the said Permanent Alternate Accommodation or said Building by the Members whereby the waterproofing or the external wall or the external paint or the external sewerage/water connection is interfered with or is damaged, then in that event all warranties and guarantees with respect to waterproofing and leakages shall immediately come to an end and there shall be no defect liability against the Developers in respect of the same.

13. NAME OF THE BUILDING:

The name of the new building/s to be constructed by the Developers on the said property will be known as "_____ " and the name of the Society shall remain as "Jayanthi Co-operative Housing Society Ltd.".

14. SIGNAGE:

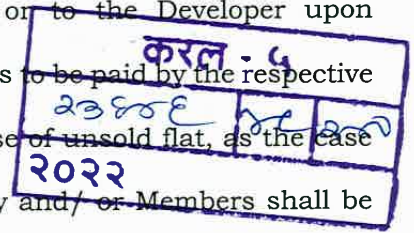
The Developers shall be entitled to erect to put their branding "logo and signage" in the form of sign/neon boards/plaques at any prominent locations of its choice on the newly constructed building on the said Property displaying their name/logo as being the Developers of the said Project and the name of the building and that the Society undertakes not to remove or damage or cause to remove such sign/neon boards/plaques, during the redevelopment period and thereafter ever.

15. MANAGEMENT AND MAINTENANCE OF NEW BUILDING:

The Society hereby agrees and accepts that the Developer either by themselves or through a facility manager shall manage the new building with respect to common area maintenance, security and housekeeping in the role of a Facilities manager for a period of 6 (Six) months from the date of Occupation Certificate. The Society hereby

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RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

agrees to pay for these facilities' manager services or to the Developer upon submission of invoice to the Society and receipt of charges to be paid by the respective member and/ or purchaser and/or the Developer in case of unsold flat, as the case may be to the Society. It is hereby clarified that Society and/ or Members shall be responsible for payment of GST on the maintenance and outgoing amounts. The Developer shall handover the management of the same to the Society after 6 months and also give accounts of the amounts collected from the members and Purchasers and amounts expended towards the maintenance and outgoings and shall transfer all the residual amounts lying with them to the Society on account of the maintenance and outgoings



16. OBLIGATIONS AND COVENANTS OF THE DEVELOPER

16.1. The Developers undertake and agree that they shall not sell or allocate the Car Parking Slots/Spaces meant for the existing members of the Society to any of its Purchasers.

16.2. The Developers shall procure and load the requisite Additional FSI, TDR & Compensatory Fungible FSI on the "said Property as maybe permissible under DCPR 2034 of Mumbai for re-constructing the New Building on the said Property before vacating of the existing members.

16.3. There shall be no commercial units in the New Building.

16.4. The Developers shall within 3 (Three) months of receipt of the Commencement Certificate, register the Project with the MAHARERA.

16.5. The existing Society Members shall be entitled to sell, transfer, gift or create mortgage/lien/charges on his / her New Flat/s during the under-construction stage of the proposed New Building to be constructed on the said Property subject to the condition that such Vendee/Transferee/Donee/Mortgagee shall be bound by the terms and conditions of this Development Agreement and that such Vendee/Transferee/Donee/Mortgagee shall submit and register an Undertaking to

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RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

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that ~~except to the~~ Society as per the draft provided by the Developers and subject to no objection of the Developer, however the Developer agrees that the Developer shall not withhold the permission unreasonably. The Society undertakes not to effect any

such transfer or record any lien or mortgage unless such undertaking is received by the Society and a copy thereof is provided to the Developers. It is further agreed that execution of such Undertaking by the Vendee/Transferee/Donee/Mortgagee shall be sufficient and no separate NOC of the Developers shall be required. In the event, if any NOC is still required then, the Developers shall issue the same without any costs and without any delay or demur.

16.6. The Developers shall not be permitted to assign in respect of the Development Rights granted to the Developers without obtaining the written consent from the Society and in any event, Mr. Nitin Kamdar shall remain partner of the Developer for the entire project.

16.7. The Developers further undertake that they shall not handover possession of the Sale Flats to their purchasers till the Occupation Certificate of the New Building is obtained and the Members are put in occupation and possession of their respective new Flats.

16.8. The Developers further undertake that they shall comply with all rules and regulations of the MCGM or any other statutory authority as applicable and shall not violate any conditions or shall not cause to do or omit to do all such acts in the permissions issued in respect of the said redevelopment project.

16.9. In case, where any of cheques given by Developers are dishonored by the Developers' Bank due to developers fault, then the Developers shall pay the amount of cheque returned plus cheque return charges together with the penalty of Rs. 750/- per dishonored cheque shall be given to such concerned member or Society in cash within a period of 3 days from receipt of such notice against the Society and/or member returning back the Dishonored Cheque.

NOK	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

16.10. On the completion of the Project, the Developers shall hand over to the Society copies of all permissions, sanctions, undertakings and other documents pertaining to the said new building/s as may have been obtained by the Developers and/or their Architects from the Municipality and other concerned authorities which include but are not limited to sanctioned plans, I.O.D., Commencement Certificate, Occupation Certificate, Fire Fighting permissions and drawings, requisite permissions for the elevators, structural drawings, canvas mounted plans, receipts for payment of all taxes, water and electric supply, correspondence of various authorities and also pass on guarantee/warrantee if any, provided by the Manufacturers of the Appliances and fixtures provided in the new building as and by way of amenity.

16.11. The Developers shall cause the Society to take appropriate steps to amend the byelaws and increase the number of members to enable the Society to admit the Purchasers of Developer's Saleable Areas as members of the Society at the costs and expenses of the Developers.

16.12. The Developers shall provide to the Society, every year, payment receipts for relevant taxes and other statutory dues paid from the date of handover of the said Property by the Society to the Developer till the date of Occupation Certificate.

16.13. The Developers shall vacate the Society's site on completion of the re-development work and shall remove and clear the entire site at its costs and expenses before handing over to the Society.

17. OBLIGATION, ENTITLEMENTS, COVENANTS BY THE SOCIETY AND ITS MEMBERS:

The Society and the members hereby jointly and severally confirm that:

17.1. They will from time to time and as may be deemed necessary and required by the Developer, be bound and liable to render, give and provide to the Developer, all assistance, documents and information, and to sign and execute all papers, writings,

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deeds and documents in
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receipt of such request:
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deeds and documents in respect of or relating to the Project within 10 days from

receipt of such request:

17.2. They will immediately communicate in writing to the Developer any information

which may come to their knowledge, which may or is likely to affect the project and/or

prejudice the rights, benefits and interest of the Developer hereunder;

17.3. Upon the death of any member, the Society alone shall transmit the

membership in the names of the deceased member's legal heirs and intimate the same

to the Developers. The legal heirs of such deceased member shall be bound by the

terms and conditions of this Development Agreement and that such legal heirs shall

submit and register an Undertaking to that effect to the Society as per the draft

provided by the Developers. The Society undertakes not to effect any such

transmission unless such undertaking is received by the Society and a copy thereof

is provided to the Developers

17.4. The Members of the Society, who have mortgaged their flats / premises / units

etc., shall be responsible and liable to obtain the consent of financial institution and

banks for the proposed redevelopment of "the said Property at his / her costs, charges

and expenses without holding the Developers responsible for the same prior to the

Developers obtaining the IOD from the Municipal Corporation.

17.5. The Society shall at its sole discretion shall be entitled to appoint an

PMC/Architect or a Licensed Civil Engineer to supervise and monitor the progress of

construction works every month / bi-monthly of the New Building/s. The Developers

shall extend full co-operation to such appointed Architect / Licensed Civil Engineer

during their visits to the building site;

17.6. The Society's shall be responsible and liable to get its members vacated within

45 days of due intimation from the Developers and shall handover the vacant

possession of the entire Property to the Developers against handover of all the

cheques for the monetary compensation as provided hereinunder.

17.1	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

20.2. The Developers hereby agrees to indemnify and keeps forever indemnified, saved and harmless the Society against: claims, damages, compensation or expense payable in consequence of any accident or injury sustained by workmen or any other person, whether in Developers employment or not; claims, demands and liabilities of all traders, suppliers, artisans, workmen, engineers, architects or other person(s) that may be employed, appointed or engaged by Developers in connection with construction work on the said property; claims, demands and damages claimed in respect of Developers Saleable Area in the new building that will be constructed on the said property; claims, demands and damages claimed by members and purchasers of flats in the new building on account of defects in construction; claims, damages and losses in respect of construction work on the said Property.

ers and
claims,

22. TERMINATION AND STEP IN:

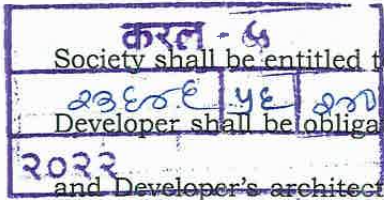
22.1 If the Developer fails to obtain the Occupation Certificate in respect of the New Building and/or to handover possession of the duly completed Members' New Flats together with all amenities within 42 (Forty Two) months, (Subject to Force Majeure) from the date of obtaining commencement certificate, then in such an event the Society shall send a written notice to the Developer calling upon the Developer to give

RRK	RRK	A-1 RRK	A-2 RRK	A-3 RRK	A-4 RRK	A-5 RRK	A-6 RRK	A-7 RRK	A-8 RRK	A-9 RRK	A-10 RRK	A-11 RRK	A-12 RRK	A-13 RRK	A-14 RRK	A-15 RRK
B-16 RRK	B-17 RRK	B-18 RRK	B-19 RRK	B-20 RRK	B-21 RRK	B-22 RRK	B-23 RRK	B-24 RRK	B-25 RRK	B-26 RRK	B-27 RRK	B-28 RRK	B-29 RRK	B-30 RRK	B-31 RRK	B-32 RRK

reasons for such delays within a period of 45 (Forty Five) days from receipt of the notice by the Developer. In the event the Developer is not able to complete the construction within the said notice period of 45 (Forty Five) days then the Society shall be entitled to forthwith suspend temporarily all the rights granted to the Developer hereunder and under the Power of Attorney. The Society shall take over balance construction of the New Building in such a manner as to enable completion in all respects of the Existing Members' New Flats in the manner stated hereinbelow in the New Building pertaining to Existing Members Flat either through the same architects and contractors that may have been appointed by the Developer or by appointing any other architect or contractor and for this purpose the Society shall be entitled to dispose of the said One reserved Flats lying with the Society as a security without any hindrance or objection from the Developer.

22.2 Immediately upon the Society notifying the Developer of the suspension of its right in terms of Clause 21.2; joint measurements shall be taken of the works executed by the Developer and materials and equipment of the Developer on site in the presence of the Architects of the Developer and PMC of the Society. The amounts realized by way of disposing off the said two Reserved Flat shall be deposited in separate bank account and in the course of taking over such redevelopment the Society shall be entitled to utilize the such amounts for the purpose of completing the balance construction of the Members' New Premises in the New building and for making payment or reimbursement of the monthly displacement compensation. If there is any excess balance remaining after utilising the sale proceeds from the two flats to complete the Members' New Premises in the New building and for making payment or reimbursement of the monthly displacement compensation and other outgoings /taxes due and expense to obtain part occupation certificate, then the said excess amounts shall be paid by the Society to the Developer. However, if expense incurred by the Society in the course of completing the construction of the New Building exceed the sale proceeds of the two flats (hereinafter called the "deficient amounts"), then the

100%	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30



Society shall be entitled to recover the deficient amounts from the Developer and the Developer shall be obligated to pay the same to the Society, as certified by the PMC and Developer's architect jointly. The Developers shall immediately further earmark

such unsold area from the Developers Saleable Portion/its receivables from its purchasers for the already sold area to recover the said deficient amounts. The Developer agree that the Society shall not in any event be responsible for the completion of the Developers' Sale portion and/or be liable for any obligation towards the prospective purchasers of the Developers' Saleable Component and it is clarified that during the suspension of the Developer's rights, the Society shall have no entitlement to the Developers' Saleable Component and/or the Car Park Spaces earmarked for allocation to prospective purchasers of Saleable Component and/or to create any third party rights in respect thereof save and except as provided hereinabove.

22.3 However, after the completion of the work of Members' new Premises, the Developer shall be entitled to complete such portions of the New Building as have remained to be finished including internal finishes, etc. of the flats comprised in the Saleable Component and thereafter deal with the Saleable Component of the New Building in terms of this Agreement.

22.4 It is specifically made clear that disposing of the Lien Flats shall not mean termination of this Agreement in favour of the Developer but it only temporarily suspends the rights of the Developer in terms hereof.

22.5 It is expressly clarified that the Society shall not be taking over the duties and obligations of the Developer towards the prospective purchasers of the Sale Component and the same continue to be that of the Developer and any action for breach of contract/ trust or any other action whatsoever by the prospective purchasers of the Sale Component in connection with the non-completion of the Sale Component shall lie solely against the Developer and not the Society and/or its Existing Members.

	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

23. SPECIFIC PERFORMANCE:

Notwithstanding the above, if the Developers commit any willful delay and/or default in complying its obligation specified in this Agreement, then the Society shall, without prejudice to its right to pursue other remedies available under the law, be entitled to enforce specific performance of these presents and/or to recover all the costs, charges and expenses incurred and the losses and/or damages that might be sustained by the Society on account of compelling the Developer to specifically perform these presents. Further if the Society commits any willful delay and/or default in complying its obligation specified in this Agreement, then the Developers shall be entitled to enforce specific performance of these presents and/or to recover all the costs, charges and expenses incurred by the Developers on account of compelling them to enforce specific performance of these presents.

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23/05/2022

**24. NOTICES:**

Any notice required to be sent to the Developers shall be sent by Registered / Speed Post A/D, Courier or delivered by hand at:

Unit No.1, Ground Floor, Plot No.32-33, TPS-1, Velji Shivji Wadi, Hingwala Lane, Ghatkopar (East), Mumbai-400077.

Any notice required to be sent to the Society pursuant to this Agreement shall be sent by Registered / Speed Post A/D, Courier or delivered by hand at: **307, Manratna**

Business Park, Tilak Road, Ghatkopar East, Mumbai 400077.

In case there is any change in address, Email ID or mobile number of any one of the Parties hereto, then the same shall be intimated in writing to the other Party failing which the addresses mentioned hereinabove shall be considered good for sending notices.

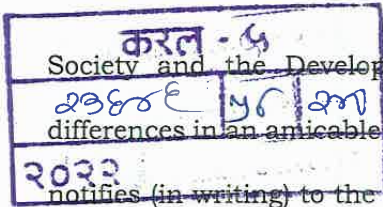
25. DISPUTE RESOLUTION AND JURISDICTION

In the event any dispute or difference arises between the Society and the Developer in the matter of existence, interpretation or implementation of this Agreement, the Power of Attorney and/ or any related or incidental documents or any part thereof, the

MDK A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15
B-16 B-17 B-18 B-19 B-20 B-21 B-22 B-23 B-24 B-25 B-26 B-27 B-28 B-29 B-30

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Society and the Developer shall firstly endeavour to resolve such disputes or differences in an amicable manner within 30 days from the date that one of the parties notifies (in writing) to the other Party of the existence of such disputes or differences

and calls upon the other Party to hold discussions/dialogues for resolving the same.

In the event such disputes or differences are not resolved within the said period of 30 days, the Parties shall jointly appoint a sole arbitrator upon expiry of 30 days, who shall act as the presiding arbitrator, to resolve the aforesaid disputes and differences.

Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or re-enactment thereof for the time being in force. The arbitration proceedings shall be held at Mumbai and the

language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The

award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the Society (for itself, and for and on behalf of all its Members) and

the Developer. The liability of any of the parties to bear costs of the Arbitration proceedings shall be decided by the Arbitrator. Till then, the Society and the Developer shall bear the Arbitration costs, in equal shares.

Courts in Mumbai alone shall have the exclusive jurisdiction in respect of this Agreement.

26. This Agreement supersedes all documents and writings (if any) executed/exchanged between the Parties hereto in respect of the subject matter hereof. No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the Parties hereto unless the same are recorded in writing and signed by both the Parties hereto.

Handwritten signatures and initials at the bottom of the page, including 'RDK', 'A-1', 'A-2', 'A-3', 'A-4', 'A-5', 'A-6', 'A-7', 'A-8', 'A-9', 'A-10', 'A-11', 'A-12', 'A-13', 'A-14', 'A-15', 'B-16', 'B-17', 'B-18', 'B-19', 'B-20', 'B-21', 'B-22', 'B-23', 'B-24', 'B-25', 'B-26', 'B-27', 'B-28', 'B-29', 'B-30'.

THE FIRST SCHEDULE OF LAND REFERRED TO HEREINABOVE

All that piece and parcel of Land bearing Final Plot No./ CTS No. being TP Scheme 3-
353/21 (previously numbered as C.T.S. No. 5743/21), Ghatkopar admeasuring
1104.40 Sq. Mtrs. of Village Ghatkopar Kirol lying and situated at Garden Avenue
Road, Off R.B. Mehta Road, Ghatkopar within the Registration District of Suburban
Mumbai and bounded as follows:

To the North: Building, Neelkanth Chhaya CHS (CIS No 365/28)

To the South: Road, Garden Avenue Lane

To the East: Building, Parmeshwar CHS (CTS No 353/20

To the West: Building, PGD Manor Chandni CHS (CTS: No. 353/22)

SIGNED AND DELIVERED by the

within named SOCIETY

JAYANTHI CO-OPERATIVE HOUSING SOCIETY]

Through its Office Bearers

Mr. Anil Bhayani

Chairman



Mr. Rajesh Mall

Secretary



Mr. Manish Doshi

Treasurer

In presence of

1. Manil Potadic Manil
2. ROMAN GAIKARD



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RDK	A-1	A-2	A-3	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
RDK	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14

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करल - 4

SIGNED AND DELIVERED by the
23/07/20 20/08/20

20/08/20 within named DEVELOPERS

M/S RDK CONSTRUCTIONS

Through Its Partners

1. Nitin P. Kamdar



N P Kamdar

2. Rakesh R. Kanani

RRKanani



SIGNED AND DELIVERED by the
within named MEMBERS



FLAT NO.	NAME OF THE MEMBER AND SIGNATURE	LEFT THUMB	PHOTO
A-1	Rema MRS. REMADEVI PRABHAKARAN		

12/08/20

RDK

A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15

B-1 B-2 B-3 B-4 B-5 B-6 B-7 B-8 B-9 B-10 B-11 B-12 B-13 B-14 B-15

C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 C-11 C-12 C-13 C-14 C-15

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 D-11 D-12 D-13 D-14 D-15

E-1 E-2 E-3 E-4 E-5 E-6 E-7 E-8 E-9 E-10 E-11 E-12 E-13 E-14 E-15

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Z-1 Z-2 Z-3 Z-4 Z-5 Z-6 Z-7 Z-8 Z-9 Z-10 Z-11 Z-12 Z-13 Z-14 Z-15



<i>NPK</i>	A-1 <i>Rd</i>	A-2 <i>mo</i>	A-3 <i>Lay</i>	A-4 <i>D</i>	A-5 <i>js</i>	A-6 <i>Kes</i>	A-7 <i>AKH</i>	A-8 <i>AKH</i>	A-9 <i>for</i>	A-10 <i>B.</i>	A-11 <i>Dr</i>	A-12 <i>AKH</i>	A-13 <i>tul</i>	A-14 <i>Bog</i>	A-15 <i>[scribble]</i>	A-16 <i>[scribble]</i>	A-17 <i>[scribble]</i>
RDK	B-16 <i>rel</i>	B-17 <i>glo</i>	B-18 <i>AS</i>	B-19 <i>on</i>	B-20 <i>S</i>	B-21 <i>mi</i>	B-22 <i>psh</i>	B-23 <i>Z</i>	B-24 <i>zh</i>	B-25 <i>D</i>	B-26 <i>k</i>	B-27 <i>[scribble]</i>	B-28 <i>[scribble]</i>	B-29 <i>[scribble]</i>	B-30 <i>[scribble]</i>	B-31 <i>[scribble]</i>	B-32 <i>[scribble]</i>

कल - 4			
नाम NO.	NAME OF THE MEMBER AND SIGNATURE	LEFT THUMB	PHOTO
A-5	<i>lalitha</i> MRS. LALITHA SANKARARAMAN		
A-6	<i>M. Kasturi</i> MRS. KASTURI S. MYLAVARAPU		
A-7	Through its CA MRS. ALPA RAJESH MALL <i>A.R. Mall</i> MRS. DEVIANGANA A. MODY <i>A.R. Mall</i> MRS. ALPA RAJESH MALL	 	 

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FLAT NO.	NAME OF THE MEMBER AND SIGNATURE	करल - 4	
		2022 LEFT THUMB	PHOTO
A-8	 MS. SUKHBIR KAUR SHARMA		
A-9	  MRS. ASHAJYOTHI TILAK UTCHIL		
A-10	 MR. RAJESH GANESHDAS MALL  MRS. ALPA RAJESH MALL	 	 

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A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15
 B-16 B-17 B-18 B-19 B-20 B-21 B-22 B-23 B-24 B-25 B-26 B-27 B-28 B-29 B-30
 RDK 9/10 10/11 11/12 12/13 13/14 14/15 15/16 16/17 17/18 18/19 19/20 20/21 21/22 22/23 23/24 24/25 25/26 26/27 27/28 28/29 29/30
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करल - 4			
2060E	28	2000	
FLOR 2	NAME OF THE MEMBER AND SIGNATURE		LEFT THUMB
NO.			PHOTO
A-11	 Through its CA MR. HITESH DHIRAJLAL BHUYA MR. DHIRAJLAL TRIBUVANDAS BHUYA		
A-12	 MR. BHAVESH M SHAH  MRS. BHARATI B SHAH	 	 
A-13	 MR. JINENDRA B. SHAH		

10/11/18
 RDK
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<i>PRK</i>	A-1 <i>PR</i>	A-2 <i>MB</i> <i>13L</i>	A-3 <i>PR</i>	A-4 <i>Q</i>	A-5 <i>KS</i>	A-6 <i>K</i>	A-7 <i>ARL</i> <i>ARL</i>	A-8 <i>AKS</i>	A-9 <i>PR</i>	A-10 <i>ARL</i>	A-11 <i>PR</i>	A-12 <i>PR</i>	A-13 <i>PR</i>	A-14 <i>PR</i>	A-15 <i>PR</i>
RDK	B-16 <i>PR</i>	B-17 <i>AS</i> <i>AS</i>	B-18 <i>PR</i>	B-19 <i>MS</i>	B-20 <i>PR</i>	B-21 <i>PR</i>	B-22 <i>PR</i>	B-23 <i>PR</i>	B-24 <i>PR</i>	B-25 <i>K</i>	B-26 <i>PR</i>	B-27 <i>PR</i>	B-28 <i>PR</i>	B-29 <i>PR</i>	B-30 <i>PR</i>

करल - ५ 2080E FLAT 2080.	NAME OF THE MEMBER AND SIGNATURE	LEFT THUMB	PHOTO
 B-17	MR. ANKITKUMAR JAYSUKHLAL SHAH Through its CA MR. ANKITKUMAR JAYSUKHLAL SHAH MR. JAYSUKHLAL LALJI SHAH		 
B-18	MR. HITESH KANTILAL AJMERA MRS. ANITA HITESH AJMERA	 	 

WAK
REV
A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15
B-1 B-2 B-3 B-4 B-5 B-6 B-7 B-8 B-9 B-10 B-11 B-12 B-13 B-14 B-15
A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15
B-1 B-2 B-3 B-4 B-5 B-6 B-7 B-8 B-9 B-10 B-11 B-12 B-13 B-14 B-15

FLAT NO.	NAME OF THE MEMBER AND SIGNATURE	करल - ५	
		2022 LEFT THUMB	PHOTO
B-24	 Through its CA MR. NIRANJANA PRANJIVAN SURA MRS. SHILPA S. DESAI	 	
B-25	 Through its CA MR. NIRANJANA PRANJIVAN SURA MRS. SWATI ^S DESAI	 	
B-25	  MR. KAUSHIK MAHENDRA MEHTA	 	
B-26	 MR. MANISH C. DOSHI	 	

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RDK A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15
 RDK B-1 B-2 B-3 B-4 B-5 B-6 B-7 B-8 B-9 B-10 B-11 B-12 B-13 B-14 B-15
 RDK C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 C-11 C-12 C-13 C-14 C-15
 RDK D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 D-11 D-12 D-13 D-14 D-15
 RDK E-1 E-2 E-3 E-4 E-5 E-6 E-7 E-8 E-9 E-10 E-11 E-12 E-13 E-14 E-15
 RDK F-1 F-2 F-3 F-4 F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15
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 RDK J-1 J-2 J-3 J-4 J-5 J-6 J-7 J-8 J-9 J-10 J-11 J-12 J-13 J-14 J-15
 RDK K-1 K-2 K-3 K-4 K-5 K-6 K-7 K-8 K-9 K-10 K-11 K-12 K-13 K-14 K-15
 RDK L-1 L-2 L-3 L-4 L-5 L-6 L-7 L-8 L-9 L-10 L-11 L-12 L-13 L-14 L-15
 RDK M-1 M-2 M-3 M-4 M-5 M-6 M-7 M-8 M-9 M-10 M-11 M-12 M-13 M-14 M-15
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 RDK O-1 O-2 O-3 O-4 O-5 O-6 O-7 O-8 O-9 O-10 O-11 O-12 O-13 O-14 O-15
 RDK P-1 P-2 P-3 P-4 P-5 P-6 P-7 P-8 P-9 P-10 P-11 P-12 P-13 P-14 P-15
 RDK Q-1 Q-2 Q-3 Q-4 Q-5 Q-6 Q-7 Q-8 Q-9 Q-10 Q-11 Q-12 Q-13 Q-14 Q-15
 RDK R-1 R-2 R-3 R-4 R-5 R-6 R-7 R-8 R-9 R-10 R-11 R-12 R-13 R-14 R-15
 RDK S-1 S-2 S-3 S-4 S-5 S-6 S-7 S-8 S-9 S-10 S-11 S-12 S-13 S-14 S-15
 RDK T-1 T-2 T-3 T-4 T-5 T-6 T-7 T-8 T-9 T-10 T-11 T-12 T-13 T-14 T-15
 RDK U-1 U-2 U-3 U-4 U-5 U-6 U-7 U-8 U-9 U-10 U-11 U-12 U-13 U-14 U-15
 RDK V-1 V-2 V-3 V-4 V-5 V-6 V-7 V-8 V-9 V-10 V-11 V-12 V-13 V-14 V-15
 RDK W-1 W-2 W-3 W-4 W-5 W-6 W-7 W-8 W-9 W-10 W-11 W-12 W-13 W-14 W-15
 RDK X-1 X-2 X-3 X-4 X-5 X-6 X-7 X-8 X-9 X-10 X-11 X-12 X-13 X-14 X-15
 RDK Y-1 Y-2 Y-3 Y-4 Y-5 Y-6 Y-7 Y-8 Y-9 Y-10 Y-11 Y-12 Y-13 Y-14 Y-15
 RDK Z-1 Z-2 Z-3 Z-4 Z-5 Z-6 Z-7 Z-8 Z-9 Z-10 Z-11 Z-12 Z-13 Z-14 Z-15

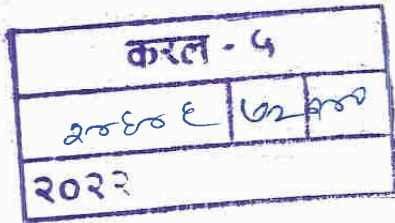
करल - ५ 2000 E 60 200 202 FLAT NO.	NAME OF THE MEMBER AND SIGNATURE	LEFT THUMB	PHOTO
 B-27	MRS. JAYSHREE K JOISHER <i>महोदय</i> MR. KIRAN K JOISHER <i>सिमन</i>	 	 
B-28	<i>जोषी</i> MR. ASHOK P KHETIA <i>D. A. KHETIA.</i> MRS. DAKSHA A KHETIA	 	 

12PK
 RDK
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 B-27
 B-28
 B-29
 B-30

FLAT NO.	NAME OF THE MEMBER AND SIGNATURE	करल - ५	
		2023	2020
		LEFT THUMB	PHOTO
B-29	<i>MR. VIPUL SURESH GANDHI</i> <i>Through its C.A.</i> <i>Nayana Gandhi.</i> <i>MRS. NIYATI VIPUL GANDHI</i> <i>Through its C.A.</i> <i>Koushal Arun Shah.</i>	 	
B-30	<i>MRS. NEELAM P GUPTA</i>		

ADJ/1100901/758/2022K
Page 57 93

100K RDK A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15
RDK B-1 B-2 B-3 B-4 B-5 B-6 B-7 B-8 B-9 B-10 B-11 B-12 B-13 B-14 B-15
REV A S M S M S M S M S M S M S M S M S



DATED THIS _____ DAY OF _____ 2022

DEVELOPMENT AGREEMENT

BETWEEN
JAYANTHI CO-OPERATIVE HOUSING SOCIETY LIMITED SOCIETY

AND

M/S RDK CONSTRUCTIONS
...DEVELOPERS

AND

REMADEVI PRABHAKARAN & ORS
...MEMBERS

JAYANTHI CHS, Final Plot No. 353/21,
Village Ghatkopar Kirol, Garden Avenue Road,
Off R.B. Mehta Road, Ghatkopar,
Mumbai-400077.

JINITA H. SHAH
Advocate & Solicitor
Shop no. 34, Ground Floor
Parekh Market
M.G. Road, Ghatkopar (E),
Mumbai: 400077.
Contact nos.: 9820872399/
022-25082399.
Email Id: jinitav@gmail.com

ADK	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15
ADK	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14	B-15
ADK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

करल - ५		
2888E	V3	2880
2022		

TABLE OF ANNEXURE: ANNEXURE PARTICULARS

1. ANNEXURE - A: PR Card
2. ANNEXURE - B: CTS Plan of the Said Land
3. ANNEXURE - C: Member's Existing Flat Details with Share Certificate Nos and Distinctive Share Nos.
4. ANNEXURE - D: Copy of Police Complaint for Missing Original Conveyance
5. ANNEXURE - E: Developer's Offer Letter Dated 21st Oct 2022
6. ANNEXURE - F: Copy of the Resolution dated 17th Jan 2022 to appoint Developer
7. ANNEXURE - G: LOI
8. ANNEXURE - H: Copy of the Approved Concession Plans
9. ANNEXURE - I: Copy of the SGM Resolution dated 27th October 2022 to approve DA and POA.
10. ANNEXURE - J: Amenities in the Flat
11. ANNEXURE - K: Common Amenities and Construction Specifications



करल - ५		
२०६०६	५४	२४०
२०२०		



D

Annexure - A : PR Card

करल - ५

२०६०६

७/२००

२०२२

महाराष्ट्र शासन

मालमत्ता पत्रक

9402

गाव/पेठ : घाटकोपर-किरोळ TP०३

तालुका/न.भू.का. : नगर भूमापन अधिकारी,
घाटकोपर

जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
अंतिम भूखंड क्र. TP स्कीम ३ ३५३/२९			११०४.४०	-	-

सुविधाधिकार

हक्काचा मुळ धारक H

वर्ष: १९८८ दी.सेक्रेटरी जयंती को.ऑप.हौ.सो.लि.

पट्टेदार

इतर भार

इतर शेर



दिनांक	व्यवहार	क्रमांक	आक्षेप
२०/०६/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भू.घाट-किरोळ/फे.क्र.१९८८ दिनांक २०/०६/२०१५अन्वये केवळ बी.फॉर्म वरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेले मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक हजार एकशे चार पूर्णांक चार दशांश चौ.मी दाखल केले.		फेरफार क्र.१९८८ प्रमाणे सही- २०/०६/२०१५ न.भू.अ.घाटकोपर



हे मालमत्ता पत्रक दिनांक १९/२५/२०१९ १२:००:०० AM रोजी डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्कांची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक १०/२५/२०२१ १:५२:३२ PM
वैधता पत्रिका साठी <http://aapleabhilekh.mahabhumi.gov.in/DSLRF/propertycard> या संकेत स्थळावर जाऊन २२०७१००००९८४८२१८ हा क्रमांक वापरावा.

हे मालमत्ता पत्रक डिजिटली साईन केलेले आहे



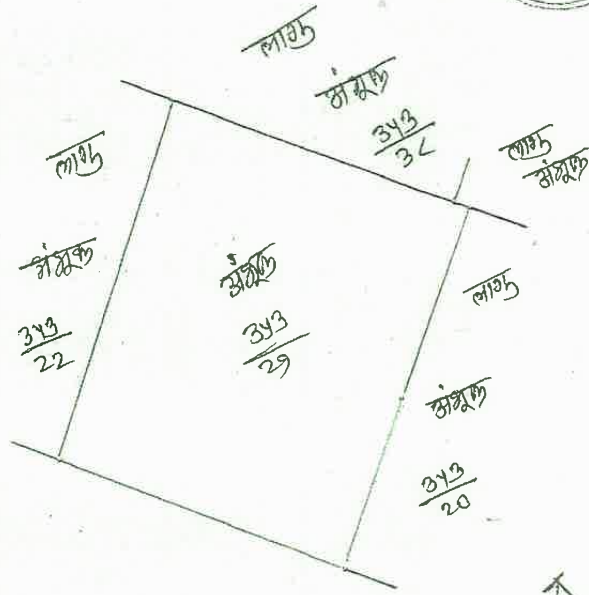
Annexure - B : CTS Plan of the Said Land

करल - ५	
२०६०६	७६२००
२०२२	

कारदार श्री. नितीश कलित सावंत यांनी दिनांक २६/१०/२०२१ रोजी केलेल्या मागणी मजकुरावर नगर सुभाषन घाटकोपर-किरोडे, ता. कुर्ला येथील अंशूक ३५३/२३ ची नक्कल पुनर्विलोकन कालखंड क्रमांक ९३३ वरून न्याय कोर्ती आहे.



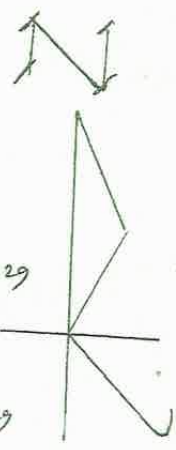
९६५
९५१११



या नकाशात कोणतेही बांधकाम नाही

- १) सदरची नक्कल पुनर्विलोकन आलेखावरून देणेत आली आहे.
- २) सदरची नक्कल पुनर्विलोकनाचे वेळी अगिअर आठवून आलेली स्थिती दर्शविते. (पुनर्विलोकन केलेला घालावधी.)
- ३) सदरची नक्कल जागेवर अंदाजेच स्थिती दर्शवत नाही. यावेळी अंदाजेच स्थिती दर्शविण्याच्या नकाशासाठी मागणी करून घेणे आवश्यक आहे.

अज क्रमांक १६५ अज आल्याची तारीख २६/१०/२०२१
नक्कलेचा शुल्क ५०/- नक्कल तयार तारीख १५/११/२०२१
नक्कलेची पविचार १ तयार करणारा Dymadage
तपासणी शुल्क १०/- तपासणी करणारा J. K. K.
कागद शुल्क १०/- नक्कल दिल्याची तारीख १५/११/२०२१
एकुण शुल्क ६०/- खरीत



प्रमाण १:५००

Dymadage
प्रमुख लिपिक
नगर सुभाषन अधिकारी
घाटकोपर

नगर सुभाषन अधिकारी
घाटकोपर

Annexure-c: Member's Existing Flat Details with Share
Certificate Nos and Distinctive Share Nos.

ANNEXURE C

करल - 4
2000 06 200
2022

SN.	EXISTING FLAT NO	MEMBER'S NAME	EXISTING CARPET AREA IN SQFT	SHARE CERT NO	NO OF SHARES	SHARE NOS
1	A1	MRS. REMADEVI PRABHAKARAN	345	19	5	91 to 95
2	A2	MRS. MINAXI BHUPATBHAI DOSHI & MR. BHUPATBHAI V. DOSHI	475	11	5	51 to 55
3	A3	MRS. PRAVINABEN ASHOKBHAI MAJETHIA	520	15	5	71 to 75
4	A4	MR. RAMESH GADA	345	01	5	01 to 05
5	A5	SMT. LALITHA SANKARARAMAN	475	37	5	106 to 110
6	A6	MRS. KASTURI S. MYLAVARAPU	520	03	5	11 to 15
7	A7	MRS. DEVANGANA A. MODY & MRS. ALPA RAJESH MALL	600	29	5	116 to 120
8	A8	MRS. SUKHBIR KAUR SHAHID (SC Pending)	345	05	5	26 to 30
9	A9	MRS. ASHAJYOTHI TILAK UTCHIL	520	29	5	141 to 145
10	A10	MR. RAJESH GANESHDAS MALL & MRS. ALPA RAJESH MALL	520	37	5	56 to 60
11	A11	MR. DHIRAJLAL TRIBUVANDAS BHUVA	600	32	5	21 to 25
12	A12	MR. BHAVESH MULCHAND SHAH & MRS. BHARATI BHAVESH SHAH	345	35	5	96 to 100
13	A13	MR. JINENDRA B. SHAH	475	07	5	31 to 35
14	A14	MR. DEEPAKKUMAR MANSUKHALAL DESAI	520	14	5	66 to 70
15	A15	MRS. NEELAM PRAKASH GUPTA & MR. ROHIT P. GUPTA	600	38	5	121 to 125
16	B16	MR. HARISHCHANDRA P. MEHTA	345	28	5	136 to 140
17	B17	MR. ANKIT JAYSUKHLAL SHAH & MR. JAYSUKHLAL LALJI SHAH	475	16	5	76 to 80
18	B18	MR. HITESH KANTILAL AJMERA & MRS. ANITA HITESH AJMERA	520	17	5	81 to 85
19	B19	MR. MAHIPAT BABULAL SHAH & MR. SMIT MAHIPAT SHAH	345	31	5	151 to 155
20	B20	MR. VINOD PREMCHAND MALDE AND MR. NAILESH PREMCHAND MALDE	475	18	5	86 to 90
21	B21	MR. RAJESH M. SHAH & MRS. DEEPIKA R SHAH (SC Pending)	520	41	5	06 to 10
22	B22	MR. ANIL J. BHAYANI	600	21	5	101 to 105
23	B23	MR. NAVINCHANDRA H. SHAH	345	33	5	131 to 135
24	B24	MRS. SHILPA S. DESAI & MRS. SWATI C SHETH	475	26	5	126 to 130
25	B25	MR. KAUSHIK M MEHTA	520	13	5	61 to 65
26	B26	MR. MANISH C. DOSHI	600	09	5	41 to 45
27	B27	MRS. JAYSHREE KIRAN JOISHER & MR. KIRAN KANTILAL JOISHER	345	08	5	36 to 40
28	B28	MR. ASHOK KHETIA & MRS. DAKSHA ASHOK KHETIA	475	10	5	46 to 50
29	B29	MR. VIPUL SURESH GANDHI & MRS. NIYATI V. GANDHI (SC Pending)	520	34	5	111 to 115
30	B30	MRS. NEELAM PRAKASH GUPTA	600	40	5	121 to 125
TOTAL			14,320			

Annexure - D: Copy of Police Complaint for Missing

करल - 4		
28/08/22	6/280	
2022		

Original Conveyance

9/15/22, 12:05 PM



Greater Mumbai Police

Online Complaint

Date: 15/09/2022 12:04:37

Complaint Id.: 40803/2022

Complaint Details:-

Full Name / पूर्ण नाव
Contact Number / संपर्क क्रमांक
E-mail ID / ई-मेल आयडी
Room No. / Street Name / दरवाजा क्र. / मार्गचे नाव
Address / पत्ता
City / शहर
State / राज्य
Country / देश
Pin code / पिनकोड

:Rajesh G Mall Secretary of Jayanthi Chsl
:9833001586
:rajesheducationpvtltd@gmail.com
:A10
:Jayanthi Chsl R B Mehta Marg Ghatkopar E
:Mumbai
:Maharashtra
:India
:400077

Complaint / तक्रार

:Lost of Original Registered Conveyance Deed dated 05/03/1969 registered on dated 22/03/1969 vide no. BDN/660/1969 between Dhanvantrai Keshavlal Shah, Prabhavati Dhanvantrai Shah & Daksha Dhanvantrai Shah (The Vendor) First Part & T. K. Swaminathan (The Chief Promoter of Proposed Jayanthi Chsl) (Continuing Party) Second Part AND Jayanthi CHSL (The Purchasers) Third Part

Note:-

- (1). This is a computer-generated document. No signature is required. (हे संगणक व्युत्पन्न दस्तऐवज आहे. स्वाक्षरीची आवश्यकता नाही.)
- (2). False report to police is a punishable offence as per IPC & IT Act. (पोलिसांना खोटे अहवाल / तक्रार देणे म्हणजे भादवि आणि तंत्रज्ञान कायदानुसार दंडनीय गुन्हा आहे.)
- (3). As per the prevailing laws, FIR of a major crime can only be registered at a Police Station. (Cognizable Crimes like theft, burglary, motor vehicle theft, accident, chain-snatching, assault, rape, murder, attempt to commit murder, robbery, dacoity, extortion etc) (प्रचलित कायदानुसार, एखाद्या मोठ्या गुन्ह्याची (दखलपात्र गुन्हा) एफआयआर (F.I.R.) फक्त पोलीस ठाण्यामध्येच नोंदविली जाऊ शकते. (दखलपात्र गुन्हे - चोरी, घरफोडी, मोटार वाहन चोरी, अपघात, साखळी संचिंग, प्राणघातक हल्ला, बलात्कार, खून, खुनाचा प्रयत्न, जबरि चोरी, दरोडा, खंडणी इ.)
- (4). For Lodging an FIR the traditional system of lodging it at the police station prevails. (F.I.R. दाखल करण्यासाठी पोलिस ठाण्यात दाखल करण्याची पारंपारिक यंत्रणा प्रचलित आहे.)

DISCLAIMER / अस्वीकरण :-

As per the prevailing laws, FIR of a major crime ('cognizable crimes like theft, burglary, motor vehicle theft, accident, chain-snatching, assault, rape, murder, attempt to commit murder, robbery, dacoity, extortion etc) can only be registered at a Police Station. Please contact your nearest Police Station for the same. (प्रचलित कायदानुसार एखाद्या मोठ्या गुन्ह्याबद्दल तक्रार/प्रथम खबरी अहवाल संबंधित पोलीस ठाणे येथे नोंदणी करावी. (उदा. चोरी, घरफोडी करून चोरी, मोटार वाहन चोरी, अपघात, सोन-साखळी चोरणे, मारहाण, बलात्कार, खून, खून करण्याचा प्रयत्न, दरोडा, डकेती, खंडणी वगैरे) यासाठी आपल्या जवळच्या पोलीस ठाण्याशी संपर्क साधावा.)

This site shall only entertain complaints about minor crimes ('non-cognizable crimes'). Your complaint shall be referred to the concerned Police Station, where you may be called for further clarification and/or to give statement. (येथे कमी गांभीर्याच्या गुन्ह्याबद्दलच्या तक्रारीची दखल घेतली जाईल ('अ-दखलपात्र गुन्हा'). तुमची तक्रार संबंधित पोलीस ठाणेकडे पाठविली जाईल, जिथे तुम्हाला अधिक स्पष्टीकरणासाठी आणि / किंवा निवेदनासाठी बोलावले जाऊ शकते.)

Annexure - E: Developer's Offer Letter

RDK Constructions

करल - ५		
२०६०६	७६	२००
२०२२		
Subject to Mumbai Jurisdiction		

Date: 21st Oct 2021

To,
Chairman/Secretary,
Jayanthi CHS LTD
353/21, R.B. Mehta Marg,
Ghatkopar (East),
Mumbai - 400077.



Sub: Proposal for Redevelopment of your society building.

Dear Sir,

As requested by you, please find the proposal offer for redevelopment of the building/s of your society.

Key Facts of the Society as provided by you:

- Plot Area: 1104.4 sq. mt.
- Existing Carpet Area: 14,320 sq. ft.
- Total Number of Flats: 30 with following configurations -
 - 8 flats having Carpet Area of 345 sq. ft.
 - 8 flats having Carpet Area of 475 sq. ft.
 - 8 flats having Carpet Area of 520 sq. ft.
 - 6 flats having Carpet Area of 600 sq. ft.
- Original O.C. Plans of existing Society Buildings are in Society's possession and will be made available.

NP Kunda



Received only
[Signature]

Address: Unit No 1, Gr Floor, Plot no 32-33, TPS-I, Velji Shivji Wadi, Hingwala Lane, Ghatkopar East. Mumbai - 400077

Phone: +91-22-25106167

Email: dev.kamdar@gmail.com, kanani.rakesh@yahoo.co.in

Annexure - E

करल - ५		
२०६०६	१७	२०००
२०२२		

As per the facts stated above, we are pleased to offer as below:



1. **Extra Carpet Area:** We shall provide **27% Additional MOFA Carpet Area** (Equivalent to RERA Carpet Area between 29% and 30% as per approved plans) over and above existing carpet area to the flat owners.

Rent for Temporary Alternate Accommodation: For alternate accommodation during construction period, we shall pay compensation rent at **Rs. 70/- per sq. ft. per month** on existing carpet area for a period of 36 months or till OC is received, whichever is earlier. There will be an increment of 10% annually after first 12 months.

3. **Corpus Fund:** We shall provide the existing members a Corpus Fund of **Rs. 1000/- per sq ft** on existing Carpet Area. It will be paid in following manner

- 20% - On Signing of DA
- 30% - After 100% Vacating the premises and handing over peaceful possession to us.
- 50% - On possession of New Flat. i.e., Permanent Alternate Accommodation (PAA)



4. We shall allot **1 Car Parking Slot per flat** in a car parking tower to existing Flat Owners.
5. **Logistics:** We shall Pay **Rs. 20,000/- per Flat** to the Flat Owners for relocation charges (both ways included) at the time Society Members vacate the existing premises and handover the possession of the flats to us.
6. **Brokerage:** We shall pay **1 month's rent** to cover Brokerage charges for Temporary Alternate Accommodation.

