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- O. As per the Guidelines given under Section 79 A of the Maharashtra Co-operative Societies Act, 1960 vide Circular dated 3rd January, 2009; the Society carried out the step by step procedure and after all the due compliances appointed one M/s. Unique Shanti Developers Pvt. Ltd. in the Special General Body Meeting of the Society held on 12-04-2015 wherein more than 75 % of the members accorded to the said appointment.
- P. Due to some reasons, the redevelopment process could not be processed further. In the meantime, the Developers herein informed the society that even though they had submitted their offer to the society in the name of Unique Shanti Developer Pvt. Ltd.; they had undergone some changes in their constitution and therefore but they would be commencing, executing and completing the said project through its newly formed/ converted LLP firm i.e. M/S Unique Shanti Developers LLP; which was formed in the year 2015.
- Q. As such, M/S Unique Shanti Developers LLP submitted a Final Revised Offer Letter dated 24th August 2019, after considering the revised feasibility due to introduction of DCR 2034. In the General Body meeting dated 18/02/2018, the Society accepted the said offer. The said Offer was revised from time to time.
- R. As per the procedure laid down under Sec 79(a) of Maharashtra Co-operative Societies Act-1960, the Society herein, in the special General Body Meeting of the Society held on 12/04/2015 held in the presence of Deputy Registrar of Co-operative Societies resolved to appoint the said, M/S Unique Shanti Developers LLP as their developer for the redevelopment project of the Society herein. The Deputy registrar of Co-operative Societies vide his letter dated 29/04/2015 accorded his confirmation for appointment of the said M/S Unique Shanti Developers LLP.



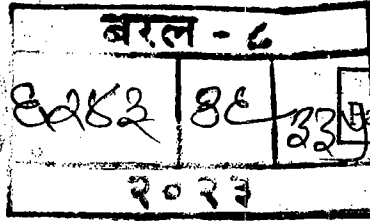
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD.

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CHAIRMAN

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SECRETARY

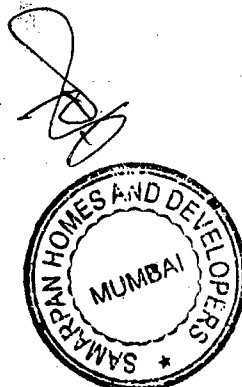
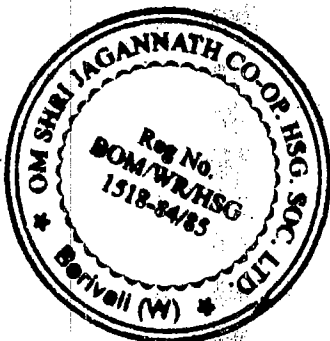
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- S. Pursuant to the receipt of the said letter dated 29/04/2015 from Deputy registrar of Co-operative Societies, the Society herein, appointed the said M/S Unique Shanti Developers LLP as their developer.
- T. The Municipal Corporation of Greater Mumbai vide its Notice bearing No. AC/RC/354/218/BF-II/B-10 dated 21/05/2022, issued notice under sec 354 of Mumbai Municipal Corporation Act, stating that the Said Existing Building is in ruinous condition and further required the Society to evacuate and pull down the said Existing Building.
- U. Accordingly, the Members herein vacated their respective existing premises and the said Existing Building has been demolished as per the notice of the Municipal Corporation of Greater Mumbai.
- V. Since all the members of the Society were rendered homeless and the said M/S Unique Shanti Developers LLP, failed to take further steps for the proposed redevelopment, in the special general body meeting of the Society held on 23/01/2023, the Society herein resolved to terminate the said M/S Unique Shanti Developers LLP. The Society herein vide their letter dated 12/02/2023 terminated the appointment of the said M/S Unique Shanti Developers LLP. The Society herein vide their letter dated 20/03/2023 intimated the Deputy Registrar of Co-operative Society, regarding the termination of the appointment of the said M/S Unique Shanti Developers LLP as their Developer. The copy of the resolution passed in the SGM held on 23/01/2023, termination letter dated 12/02/2023 as well as the letter dated 20/03/2023 addressed to Deputy Registrar of Co-operative Society are annexed hereto and marked as **"Annexure - D"** collectively.
- W. Pursuant thereto, The Society herein for the purpose of implementation of the scheme of redevelopment invited offers from



For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

CHAIRMAN

SECRETARY

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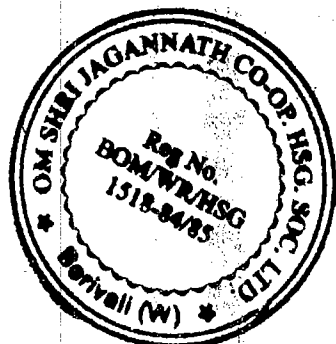
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various developments known to the members of the Society including the Developer herein.

- X. The Developer's herein submitted their initial offer dated 31.01.2023 for the redevelopment of the Society herein. Pursuant thereto various negotiations and discussion took place between the Society and the Developer herein. On account of the detailed discussions and negotiations that have taken place between the Members of the Society and the Developers herein, the Developer herein submitted their revised offer dated 07.02.2023 & Final Offer dated 22.02.2023 under section 33 (7) (B).
- Y. The Society at its General Body meeting dated 26.02.2023 accepted the offer of the Developers and resolved to appoint M/s. Samarpan Homes & Developers i.e. the Developers herein as the "developer" of the Society property and accordingly issued Letter of Intent dated 27.02.2023 appointing the Developer herein as "Developer" for the redevelopment project of the Society herein under section 33 (7) (B) of DCPR 2034. A copy of the said resolution dated 26.02.2023 and Letter of Intent dated 27.02.2023 is annexed as **"ANNEXURE - E Colly"** hereto.
- Z. The Said Property is capable of being redeveloped as per the provisions of the Development Control (Promotions & Regulations), 2034 ("DC Rules") by demolishing the existing structure and by construction of a new building thereon as per the sanctioned plans that may be approved by the concerned authorities by utilizing and consuming entire unutilized plot F.S.I. i.e. the FSI originating from the Said Property, set-back F.S.I (if applicable), F.S.I. that has been generated upon demolition of the existing structures, F.S.I. that may be capable for being loaded on the said property as and by way of Transferable Development Rights (TDR FSI) and further F.S.I. that may be available in the form of Fungible F.S.I., Road Set Back F.S.I., Road width F.S.I., F.S.I. available upon payment of premium, FSI

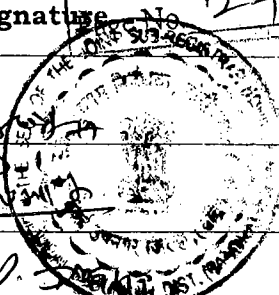
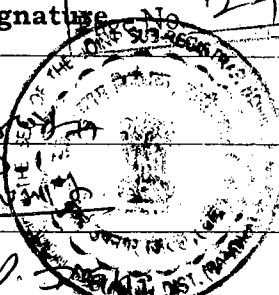


For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD

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CHAIRMAN

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6	Arjun ...	33 K. M. ... Krupa ...
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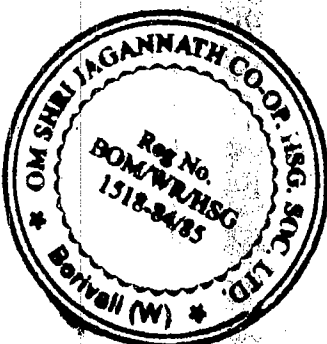
available under [REDACTED] of the DOPR 2024 or otherwise to the maximum extent possible in the manner most suitable and appropriate for residential cum commercial nature of development of the said property as per the building rules and regulations and within the terms and conditions of this Development Agreement;

AA. In the Special General Body Meeting of the said Society held on 24/03/2023 a draft of this Redevelopment Agreement and the Power of Attorney were tabled before the Members of the Society at which the Society and the Members accorded their approval and the Society and its Members have authorised **(1) DIPALI ABHAY JOSHI - CHAIRPERSON (2) MR. SACHIN SURESHCHANDRA GOPANI- SECRETARY AND (3) HINA MAHESH JOSHI - TREASURER** to execute on behalf of the Society this Redevelopment Agreement, Power of Attorney and any other documents, which are required to be executed in pursuance of this Redevelopment Agreement. Extracts of the Resolution passed at the said Special General Body Meetings held on 24/03/2023 are hereto annexed and marked as **Annexure "F"** hereto;



BB. The Development Plan Remarks vide No. DP34202102111304638, dated 04/02/2021 indicates that the said Property is falling under 'R' Zone; The same is annexed hereto as **Annexure "G"**;

CC. The Developers herein have verified the title of the Society in respect of the said property, the location of the said property, the actual situation on site, the railway tracks passing from the vicinity of the said property, the documents of title, the documents which may have to be procured from government departments, NOC that might have to be procured from Railway authority, the actual area in possession of the society, set back area and in terms hereof are fully entitled and authorized by the society for the purpose of redevelopment of the said property to demolish the existing structure standing thereon on terms and conditions herein recorded and to utilize and consume the entire



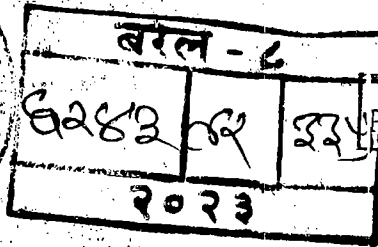
For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD

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CHAIRMAN

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SECRETARY

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TREASURER

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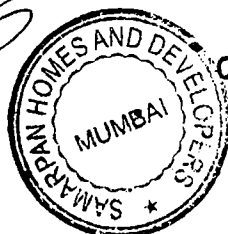


unutilized plot F.S.I. i.e. the FSI originating from the Said Property, set-back F.S.I (if applicable), further F.S.I. that will be generated upon demolition of the existing structures, F.S.I. that may be capable for being loaded on the said property as and by way of Transferable Development Rights (TDR FSI) and further F.S.I. that may be available in the form of Fungible F.S.I., Road Set Back F.S.I., Road width F.S.I., F.S.I. available upon payment of premium, FSI available under 33(7B), 33(20B) of the DCPR 2034 or otherwise to the maximum extent possible as per the building rules and regulations for development and construction of the said property to the maximum extent possible and to carry out only the residential construction and development on the said property in the manner and on terms and conditions recorded hereunder.

DD. The parties hereto have agreed upon various terms and conditions and the parties are now desirous of recording in writing the terms and conditions mutually agreed between them, which are as hereinafter appearing.

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

1. The Recitals contained hereinabove and the Annexures herein shall form the integral and operative part of this agreement, as if the same are set out and incorporated herein in verbatim.
2. The Society hereby declares, agrees, records, confirms and undertakes to the Developers that: -
 - a. That the Society as the Owner is seized and possessed and otherwise well and sufficiently entitled to the said property and is in actual use occupation and possession of the said property through its members;



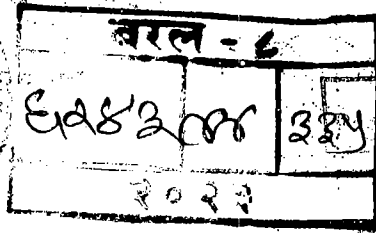
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD.

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1	H. D. V. Joshi	29	P. A. Gandhi
2	P. A. Gandhi	30	B. P. Shetty
3	P. A. Gandhi	31	D. A. Mehta
4	U. D. Malani	32	H. D. Mehta
5	S. H. G. H.	33	K. M. S. S.
6	W. K. S.	34	Joshi H. M.
7	Samir H. Lakhani	35	G. D. S. N. G. D. S. N.
8	Joshi H. M.	36	D. D. N. K. S. N.
9	W. K. S.	37	W. K. S.
10	W. K. S.	38	W. K. S.
11	W. K. S.	39	W. K. S.
12	R. R. Joshi	40	W. K. S.
13	M. D. V. Joshi	41	W. K. S.
14	W. K. S.	42	W. K. S.
15	W. K. S.	43	W. K. S.
16	W. K. S.	44	W. K. S.
17	W. K. S.	45	W. K. S.
18	W. K. S.	46	W. K. S.
19	W. K. S.	47	W. K. S.
20	W. K. S.	48	W. K. S.
21	W. K. S.	49	W. K. S.
22	W. K. S.	50	W. K. S.
23	W. K. S.	51	W. K. S.
24	W. K. S.	52	W. K. S.
25	W. K. S.	53	W. K. S.
26	W. K. S.		
27	W. K. S.		



No. 29 to 142

- b. That the tenure of the said property is freehold and the said property is free from all encumbrances and that the title of the Society to the said property is clear and marketable;
- c. That the area of the said property as per the Conveyance deed dated 10th May 2013 and as per PR Card is 2009 sq. meters. (including road set back area of 556 sq. mtrs). The said Property is affected by 30 ft wide DP road. The net Plot Area of the said Land is 1453 Sq. Mtrs..;
- d. The details of the members who are entitled to existing premises are as per annexure annexed hereto and marked as Annexure "C" hereto;
- e. That the Society is the absolute and exclusive Owner of the said property and all the benefits arising there from and that the Society is freely entitled and at liberty to use and exploit and to grant development rights to use and exploit the entire F.S.I. and T.D.R. entitlement in respect of the said property without notice or claims of any other person or party;
- f. That no other person or party except the members' occupancy right in respect of their respective flats as mentioned in Annexure C hereto has any right, title, interest, claim or demand of any nature whatsoever in respect of the said Property or any part thereof;
- g. That the Society has not entered into any agreement or agreements or contracted to create any right, title or interest in favour of any one nor the Society has done or committed to do acts, things or executed deeds, in respect of the said Property which may adversely affect and/or seriously jeopardise development work of the said Property save and except the said M/s. Unique Shanti Developers LLP or M/s. Unique Shanti Developers Pvt. Ltd.



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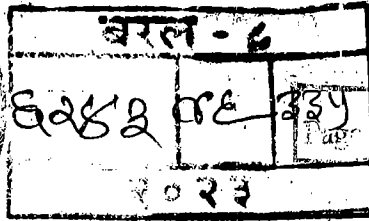
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

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CHAIRMAN

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SECRETARY

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TREASURER

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31 to 142

- h. That the Society has not created any mortgage, charge, lien, or any other encumbrance whatsoever on the said Property and the title of the Society to the said Property is clear and marketable and that the said Property is not the subject matter of any claims or demand, encumbrance, attachment or any process issued by and Court or Authority.;
- i. The Society and its members have received a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) from the said M/s. Unique Shanti Developers LLP and M/s. Unique Shanti Developers Pvt. Ltd. The Society shall remove, clear and settle all objections, claims, suit and/or proceedings made, received and/or filed by any third person/party and/or the said M/s. Unique Shanti Developers LLP and/or M/s. Unique Shanti Developers Pvt. Ltd., at any time hereafter, against or in respect of the Said Property and/or Development Rights. However, it has been clarified that, save and except any adverse order passed by any court, the construction work of the new building shall not be halted or stopped on account of claim being raised by the said /s. Unique Shanti Developers LLP and M/s. Unique Shanti Developers Pvt. Ltd.
- j. That there is no litigation filed by or against the Society in respect of the said Property and that no litigation/s are pending to dispose off in any Court or before any authority and no Lis-Pendence has been filed by any person or party in respect of the said Property or any part thereof or in respect of the benefits that might be arising in respect of the said Property;
- k. That the Society has not entered into any agreement or arrangement, oral or written, with regard to the development of the said Property or any part thereof and/or assignment of its rights and benefits arising out of the said Property in favour of any third party and the Society is in no manner prevented or incapacitated from executing these presents and grant of the development rights

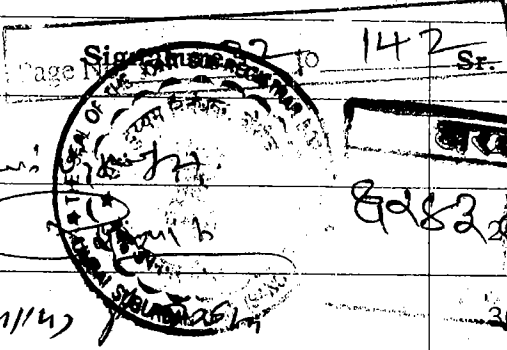


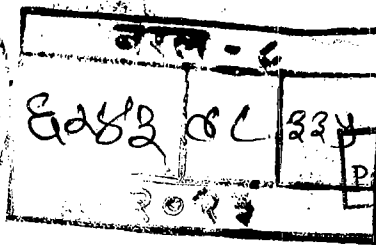

For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

CHAIRMAN

SECRETARY

TREASURER

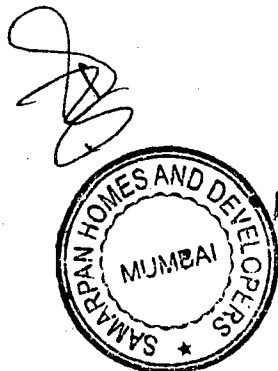
Sr. No.	Signature	Sr. No.	Signature
1		30	<u>D. Gandhi</u>
2	<u>P. R. Joshi</u>	31	<u>B. P. Shetty</u>
3	<u>UD Malondkar</u>	32	<u>Deepa Mehta</u>
4	<u>54 (C-11)</u>	33	<u>D. A. Mehta</u>
5	<u>Samir H. Lakhani</u>	34	<u>K. M. Shetty</u>
6	<u>Joshi H. M.</u>	35	<u>Keerpa Shas</u>
7	<u>Om O. M.</u>	36	<u>Joshi H. M.</u>
8	<u>Om O. M.</u>	37	<u>gopani S. V. gopani S. V. B. gopani</u>
9	<u>Om O. M.</u>	38	<u>Om O. M.</u>
10	<u>Om O. M.</u>	39	<u>Om O. M.</u>
11	<u>R. R. Joshi</u>	40	<u>Om O. M.</u>
12	<u>Mehta Samir V.</u>	41	<u>Om O. M.</u>
13	<u>P. R. Joshi</u>	42	<u>Om O. M.</u>
14	<u>Sheetal S. Prabhu</u>	43	<u>Om O. M.</u>
15	<u>H. C. J. K. H. Jasani</u>	44	<u>Om O. M.</u>
16	<u>B. R. Joshi</u>	45	<u>Om O. M.</u>
17	<u>K. D. V. Joshi</u>	46	<u>Om O. M.</u>
18	<u>Om O. M.</u>	47	<u>Om O. M.</u>
19	<u>Om O. M.</u>	48	<u>Om O. M.</u>
20	<u>Patel Bhuvan P. D. Joshi</u>	49	<u>Om O. M.</u>
21	<u>Om O. M.</u>	50	<u>Om O. M.</u>
22	<u>P. R. Mehta</u>	51	<u>Om O. M.</u>
23	<u>P. R. Mehta</u>	52	<u>Om O. M.</u>
24	<u>Om O. M.</u>	53	<u>Om O. M.</u>
25	<u>Faigun H. Parash</u>		
26	<u>Sagar H. Parash</u>		
27	<u>Om O. M.</u>		



Page No. 33 to 142

in favour of the Developers. The Society has never taken any amount from any party as and by way of consideration or deposit or earnest money for development of the said property (except from Unique Shanti Pvt. Ltd.) (or M/s. Unique Shanti Developer LLP). The Society further undertakes not to enter into any transaction or sign any document in respect of the said property and/or the said FSI being the sale component or any part thereof during the subsistence of this agreement with any other Developers/Builders for the redevelopment and/or sale of the same;

1. In addition to the execution of these presents, the Society and the members shall sign and execute all relevant documents and writing as may be legally required for redevelopment of the said property without any protest, demur or objection, without committing any delay and / or default and without demanding any additional consideration of whatsoever nature in respect thereof;
- m. That no notice from any Government, Municipal Corporation or any other body or local authority or any notice under any law including Land Acquisition Act, the Land Requisition Act, the Town Planning Act, the Mumbai Municipal Corporation Act, the Urban land Ceiling Act (now repealed) or any other statutory notice has been received or served upon the Society in respect of the said property or any part thereof which restricts or may restrict the execution of these presents in favour of the Developers for the purpose of the development of the said property;
- n. That all the Members herein have fully consented to the development of the said property as envisaged under this Development Agreement and the Members have after due verification and satisfaction approved and accepted the Offer of the Developer. The Committee Members named herein have been duly authorized and empowered to execute necessary documents in favour of the Developers vide Resolution dated 24/01/2021. That



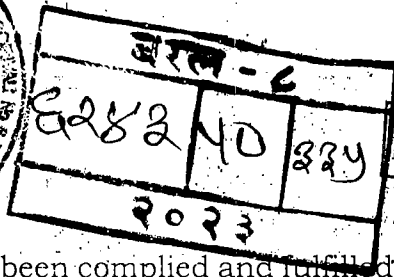
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD.

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1	H. S. J.	28	28/2/2023
2	Joshi	29	29/2/2023
3	Prakash P. Joshi	30	A. A. Gandhi
4	U. D. Malankar	31	B. P. Shetty
5	S. H. C. H.	32	Deepak Mehta
6	Joshi	33	D. A. Mehta
7	Samir H. Lakhani	34	Krupa Shah
8	Joshi H. M.	35	Gopal S. N. Jopani A. A. B. Jopani
9	Om Om Om	36	M. D. D. Nakam Kamali
10		37	37/2/2023
11	Joshi Mehta	38	Joshi
12	R. R. Joshi	39	Joshi
13	Mehta Samir V.	40	Abhay Joshi
14	Joshi	41	Abhay Joshi
15	H. S. J. K. H. Jasani	42	Chhaya Singh
16	Joshi	43	31/2/2023
17	K. D. Vora	44	31/2/2023
18	Joshi	45	L. P. Mishra
19	Joshi	46	P. V. Mishra
20	P. Patel Bheru D.	47	B. D. Desai
21	Joshi	48	R. R. Mehta
22	P. V. Mehta	49	Monami
23	P. V. Mehta	50	Chhaya D. Mehta
24	Joshi	51	R. Patel
25	Falguni H. Parekh	52	R. Patel
26	Joshi	53	Chhaya D. Mehta
27	Joshi		



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all the requisites have been complied and fulfilled by the Committee Members while passing the various Resolution's in connection with the development of the property;

- o. The said property has proper motorable perpetual access for ingress and egress to the said property directly from DP Road;
- p. That neither the society nor their predecessor in title have or has granted any Right of Way and/ or easement or licenses or any other right to any person over the said property and no such right has become effective by prescription or otherwise howsoever, and that none of the occupiers or Society of the adjoining property or their members or tenants have public use or access to any part of the said property;
- q. None of the members mentioned in Annexure "C" hereto have encumbered or hypothecated or mortgaged their respective premises/units/flats with any financial institution, banks, etc., and no other person other than the members claiming any right title claim share or interest in the such premises/flats or any part thereof, as per the records of the society.
- r. The society shall from time to time at the request of the Developers provide to the Developers all data, documents, information as may be deemed necessary or reasonably required by the Developers or the purpose of implementation of the project. The Society shall render all required cooperation and assistance to the Developers for completion of the project and likewise the Developers will also extend co-operation for implementation of the scheme for redevelopment in respect of the said property.
- s. That the said Building is occupied by 53 members of the Society, out of 53 members 47 are Residential Flats holders and 6 are shop



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For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD

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CHAIRMAN

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SECRETARY

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TREASURER

Sr. No.	Page No. Signature	No. Signature
1	Heleni Virog	28
2	Sunil	29
3	Pankaj P. Joshi	30
4	N.D. Malondkar	31
5	SHCH	32
6	Shirish	33
7	Sanjay H. Lakhani	34
8	Joshi h.m	35
9	Pratima	36
10		37
11	Pratima	38
12	R. R. Joshi	39
13	McWu Samir V.	40
14	P. Prath	41
15	H. C. J. K.H. Jasani	42
16	Shah	43
17	K.D. V. V. V.	44
18	Shah	45
19	Shah	46
20	Pater Bhawan D.	47
21	Shah	48
22	P.V. Mehra	49
23	P.V. Mehra	50
24	Shah	51
25	Farqum H. Pater	52
26	Shah	53
27	Shah	



बतल - 6		
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Page No. 37 to 142		
2023		

holder members, each holding in their respective Flats and shops in the said building.

- t. The title to all the flats and shops is clear and marketable and free from all encumbrances and reasonable doubts as per the records of the society no flats are mortgaged with banks. The Society has represented that such members, whose flats are mortgaged shall procure appropriate NOCs from their Banks/ Financial Institutions before the date of issuance of the Intimation Letter by the Developers to the society/ members for vacating their existing premises.

3. The Society and its existing registered Members hereby grant to the Developers all the redevelopment rights in respect of the said property, to commence, carry out and complete the redevelopment of the said Property as agreed in this agreement and the Developers relying upon the above mentioned representations and declarations hereby accept the grant of rights to redevelop the said Property on the terms and conditions contained herein. The Developers shall at its own costs and expenses construct the New Buildings as may be approved by the MCGM on the said Land in accordance with the plans duly sanctioned by MCGM; and to utilize and consume to the maximum extent possible (a) the unutilized F.S.I., available if any of the said property, (b) the F.S.I. that has been generated upon demolition of the Said Existing Building, (c) F.S.I. that may be permissible to be loaded by way of T.D.R. F.S.I. and (d) F.S.I. available upon payment of premium in the form of Fungible F.S.I., (e) Road setback F.S.I., Road width F.S.I. in accordance with the building rules and regulation as also the D.C. Regulations as applicable to such development for the time being in force or as may be prevailing from time to time and also by utilizing the Maximum Development Potential as per the prevailing D.C. Regulations, 2034, in accordance with the terms and conditions of this Agreement.



For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

CHAIRMAN

SECRETARY

TREASURER

Sr. No.	Signature Page No. 38 to Sr. No. 142	Signature
1	Harunji U. ...	
2	Supriya	43 ...
3	Penkha	30 ...
4	V.D. Malond	31 B.P. Shetye
5	S.H.C.H.	32 Deepak Mehta
6	...	33 D.A. Mehta
7	Samir H. Lakhani	34 K.M. Shetye
8	Joshi h.m.	35 Kampa Shetye
9	Om Om	36 Joshi h.m.
10		37 ...
11	...	38 ...
12	R. R. Joshi	39 ...
13	Meha Sumin V.	40 ...
14	Sheetal S. Prabhu	41 ...
15	H.C. J.K.H. Jasani	42 ...
16	Bheh	43 ...
17	K.D. Voker	44 ...
18	...	45 ...
19	...	46 ...
20	Parek Bhayam P.	47 B.D. Desai
21	...	48 ...
22	P.V. Mehta	49 ...
23	P.V. Mehta	50 ...
24	...	51 ...
25	Falgum H. Parek	52 ...
26	...	53 ...
27	...	



बदल - ६		
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Page No. 39 to 142		
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4. In consideration of the Society and its members having granted the redevelopment rights to the Developers, the Developers shall allot permanent alternate accommodation; i.e. flats and shops; (as the case may be); in the new building; with all amenities as more specifically explained hereinafter to all the existing members, which accommodation (flats/shops) shall have additional carpet area over and above their existing area as stated hereinafter free of cost. The existing members shall be entitled to new flats or New Shop having such additional (free of cost) MOFA carpet area over and above the Existing Carpet area of their respective Existing flats or existing Shop as per the list annexed hereto and marked as "Annexure - C". The existing members herein shall be entitled to receive new flats as per the list annexed hereto and marked as **"Annexure - H-1"** and new shops as per the list annexed hereto and marked as **"Annexure - H-2"**.



- 4(a). Further 2(two) of the existing members i.e. 1)Paras V. Mehta, owner of flat no. A-402, 2)Paresh A. Patel, owner of flat no.A-404 & also joint owners and members of Flat No. A-403, have requested to the developers and the society to allot 2(two) separate flats along with their additional free of cost area in their individual name i.e. 1(one) separate flat in the name of Mr. Paras V. Mehta in the lieu of existing/old flat no. A-402 and 50% undivided share of flat no. A-403,

And

1(one) separate flat in the name of Mr. Paresh A. Patel in the lieu of existing/old flat no. A-404 and 50% undivided share of flat no. A-403.

- 4(b). The developers and the Society has accepted the said request of 1)Paras V. Mehta, owner of flat No. A-402, 2)Paresh A. Patel, owner of flat No.A-404 & also joint owners and members of Flat No. A-403 and agreed to allot/give 2(two) separate flats along with their additional free of cost area in their individual name

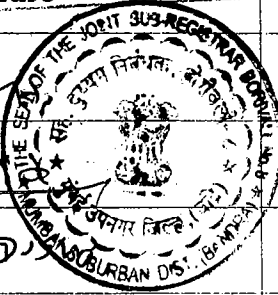


For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Page No. 40. to 142	Sr. No.	Signature
1	Hedari Jignesh		28	बलब्राम
2	Supriya		29	Prakash Mehta
3	Pankaj S. D.		30	R.P. 23 Gandhi
4	K.M. Malondkar		31	B.P. Shetty
5	S.H.C.H.		32	Deepa Mehta D.A. Mehta
6	Rinky		33	R.m. Shetty Ruppa Shetty
7	Samir H. Lakhani		34	Joshi h.m.
8	Joshi h.m.		35	Yashwanth N. Jopani & B. Jopani
9	Amr Bm Bm		36	M.D. D. Nataraj Khanna Chandra
10			37	अनिल अनिल अनिल
11	Amr Bm Bm		38	Amr
12	R. R. Joshi		39	Amr
13	Mentha Samia V.		40	Amr
14	P. R. Pull		41	Amr
15	Sheetal S. Prabhu		42	Amr
16	L. S. J. K.H. Jasani		43	Amr
17	B. Loh		44	Amr
18	X.O. Vora		45	Amr
19	Amr		46	Amr
20	Patel Bhuvan D.		47	Amr
21	Denshi J. Patel		48	Amr
22	Amr		49	Amr
23	P.V. Mahis		50	Amr
24	Amr		51	Amr
25	Falguni H. Parekh		52	Amr
26	Sagar H. Parekh		53	Amr
27	Amr			



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२०२३		

Page No. 41 to 142

i.e. 1(one) separate flat in the name of Mr. Paras V. Mehta in the lieu of existing/old flat no. A-402 and 50% undivided share of flat no. A-403, by way of permanent alternate accommodation agreement subject to planning and approval by BMC and/or other concerned authorities.

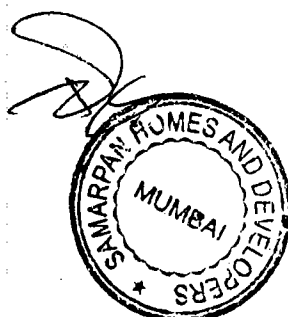
And

1(one) separate flat in the name of Mr. Paresh A. Patel in the lieu of existing/old flat no. A-404 and 50% undivided share of flat no. A-403, by way of permanent alternate accommodation agreement subject to planning and approval by BMC and/or other concerned authorities.

5. Due to planning constrains, and during construction if there is a variation in the constructed areas of the new flats to be provided to the members of the society as set out in "Annexure - H-1 & H-2" annexed herewith up to a maximum of 1.5% in that event, the same shall be deemed waived by both parties hereto. However, if the area exceeds 1.5% then in such an event, the such Member/s shall pay ready reckoner value prevailing at such time - per sq. ft. carpet area (of the difference in increased area i.e. over and above 1.5%) to the Developer and if the area decreases more than 1.5% (of the difference decrease area i.e. over and above 1.5%) than in such event the Developers shall pay ready reckoner value prevailing at such time to the said member of the society at the time of handing over possession of the new premises with Occupation Certificate.

6. In addition to allotment of flats and shops as stated above, the Developers shall also allot, free of cost, 33 car parking spaces to Society for its existing member's in the new proposed building. The said car parking space may be in the form of stilt/stack/ open.

7. Subject to force majeure circumstances, The Developers shall endeavour to complete the construction of the new Building within a period of 30

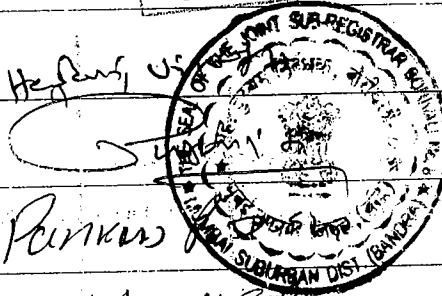
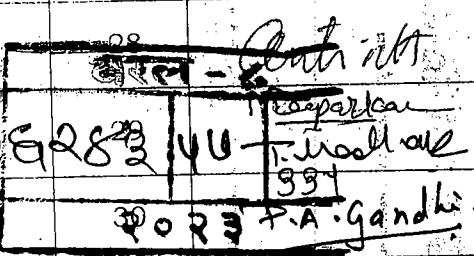


For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD.

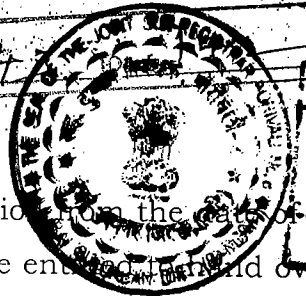
[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature <u>42</u> to <u>42</u> Page No. <u>42</u> Sr. No.	Signature
1		
2		
3		
4	<u>V. D. Malakar</u>	31 <u>B. P. Shetye</u>
5	<u>S. H. C. II</u>	32 <u>Deepa Mehta</u> <u>D. A. Mehta</u>
6	<u>Dinkar</u>	33 <u>K. M. S. S.</u> <u>Therape S. S.</u>
7	<u>Samir H. Larkani</u>	34 <u>Joshi H. M.</u>
8	<u>Joshi H. M.</u>	35 <u>Gopal S. N. Gopani</u> <u>S. V. B. Gopani</u>
9	<u>Om</u> <u>Om</u> <u>Om</u>	36 <u>D. D. Mehta</u> <u>K. K. Mehta</u> <u>Chand. N. M.</u>
10		37 <u>31-4-21</u> <u>31-4-21</u>
11	<u>Om</u> <u>Om</u> <u>Om</u>	38 <u>Om</u>
12	<u>R. R. Joshi</u>	39 <u>Om</u>
13	<u>Mehta Suresh Y.</u>	40 <u>Abhay Joshi</u>
14	<u>P. Pull</u> <u>Sheetal S. P. Nalhu</u>	41 <u>Abhay Joshi</u>
15	<u>H. S. J.</u> <u>K. H. Jasani</u>	42 <u>Singh</u> <u>Chha K. Singh</u>
16	<u>B. Loh.</u>	43 <u>Om</u> <u>Om</u> <u>Om</u>
17	<u>A. D. Vora</u> <u>Om</u>	44 <u>Om</u> <u>Om</u>
18	<u>Om</u> <u>Om</u> <u>Om</u>	45 <u>L. P. Mistry</u>
19	<u>Om</u>	46 <u>R. P. Mistry</u>
20	<u>P. H. Z. Bhargava</u> <u>P.</u> <u>Bhargava</u> <u>P. H. Z.</u>	47 <u>B. D. Desai</u> <u>R. R. Mehta</u> <u>Beesai</u>
21	<u>Om</u> <u>Om</u> <u>Om</u>	48 <u>Om</u> <u>Om</u>
22	<u>P. V. Mehta</u>	49 <u>Om</u> <u>Om</u>
23	<u>P. V. Mehta</u> <u>Om</u>	50 <u>Om</u> <u>Om</u>
24	<u>Om</u>	51 <u>Om</u> <u>Om</u>
25	<u>Faiguni H. Parekh</u> <u>Sagar H. Parekh</u>	52 <u>R. K. Patel</u>
26	<u>Om</u>	53 <u>Om</u> <u>Om</u>
27	<u>Om</u> <u>Om</u> <u>Om</u>	

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months plus six months grace period from the date of Commencement Certificate. The Developers shall be entitled to hand over possession to the Shop Owner Members as well as prospective Shop purchasers after obtaining Part Occupation Certificate.

8. The Developers have furnished to the Society a set of tentative plans of the proposed new Building, which plans shall be approved by the Society.
9. The Society herein has obtained CFO NOC dated 17.12.2022, Civil aviation NOC dated 22.06.2022, and have also received Hon'ble Municipal Commissioner's approval on 22.06.2022 under file no P - 10189/2022/(2455)/R/C Ward/Eksar (RC). The Society has obtained draft IOD for construction of the new building under file no P-10189/2022/(2455)/R/C Ward/Eksar (RC). The Developer herein shall be entitled to obtain IOD under the same file number by paying necessary premium. The tentative plans sanctioned by MCGM under the said File no P-10189/2022/(2455)/R/C Ward/Eksar (RC) shall be amended by the Developer in accordance with the tentative plans approved by the Society.
10. Within two days of registration of this Development Agreement or receipt of IOD, whichever is earlier, the society shall handover to the developers vacant & peaceful possession of the property.
11. The Developers shall subject to force majeure circumstances within a period of 3 months from the date of registration of the present Development Agreement endeavour to obtain from MCGM an amended IOD for a part of the building which will cover the entire rehabilitation area meant to be allotted to each and every member of the Society. Upon procuring such amended IOD, the Developers shall forward a copy of the sanctioned building plans.




For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD.

CHAIRMAN

SECRETARY

TREASURER

Sr. No.	Signature	Sr. No.	Signature
1	Hahin us...	30	P.A. Gandhi
2		31	B.P. Shetty
3	Pankaj P. Desai	32	Deepak Mehta
4	Vijay Malondkar	33	D.A. Mehta
5	S.H. Ch	34	K.M. Shetty
6	P. K. ...	35	Joshi H.M.
7	Samir H. Lakshani	36	Madan D. Nakar
8	Joshi H.M.	37	Chandani ...
9		38	...
10	...	39	...
11	...	40	...
12	R. R. Joshi	41	...
13	Menta Samir V.	42	...
14	Sheetal S. Prabhu	43	...
15	K.H. Jasani	44	...
16	...	45	...
17	H. D. Vora	46	...
18	...	47	...
19	...	48	...
20	Patel Bhupendra D.	49	...
21	...	50	...
22	P.V. Mehta	51	...
23	P.V. Mehta	52	...
24	...	53	...
25	Falguni H. Parekh		
26	...		
27	...		



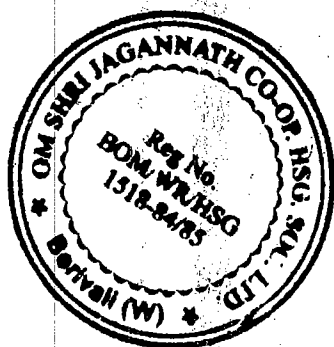
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12. Within a period of 30 days from the date of receipt of amended IOD, the Developers shall sign, execute and cause to register individual agreements for permanent alternate accommodation with each and every existing member of the Society in respect of the respective flat/shop allotted to him/her. The Society shall take an active part through its Managing Committee in co-ordinating with members for making them available for such registration of their individual Agreements. The society shall join in such agreements as a confirming party. The original individual agreements for permanent alternate accommodation shall be handed over to the respective member immediately after the registration thereof; and a copy thereof shall be retained by the Developers. The stamp duty and registration charges payable on all such individual agreements shall be borne by the Developers. It is however clarified that those members who fail to execute, register and appear before the registrar for admitting the execution to this Redevelopment Agreement for any reason whatsoever; shall have to bear the stamp duty and registration charges of their respective agreement for permanent alternate accommodation and the Developers will not be responsible to bear and pay for the same.

13. The members who have opted to buy additional area over and above what is being allotted free of cost, shall pay the consideration amount on such additional area to the Developers in accordance with the payment slab schedule as mutually agreed upon between the parties hereto. Such payment schedule shall be incorporated in their respective agreement for permanent alternate accommodation.

14. The proportionate amounts of stamp duty and proportionate registration fee on additional area to be purchased by the existing members over and above the free allotted area in the new building/s shall be borne and paid by the respective existing member alone and they at no time would ask and call upon the Developers to reimburse the same.



For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

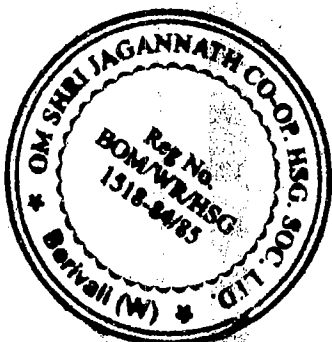
Sr. No.	Page No. <u>46</u> to <u>142</u> Signature _____ Sr. No.	Signature
1	<u>Heleni J. J.</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
2	<u>Jyoti</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
3	<u>Pamras P.</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
4	<u>U. D. Malondkar</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
5	<u>S.H.C-11</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
6	<u>Dr. Jyoti</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
7	<u>Samir H. Lantani</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
8	<u>Joshi h.m</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
9	<u>Tom</u> <u>Om</u> <u>Om</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
10		<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
11	<u>Dr. Jyoti</u> <u>Dr. Mehta</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
12	<u>R. R. Joshi</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
13	<u>Menta Samir V.</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
14	<u>P. R. S.</u> <u>Sheetal S. Prabhu</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
15	<u>H. C. S.</u> <u>K.H. Jasani</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
16	<u>B. Loh.</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
17	<u>K. D. Vora.</u> <u>Dr. Vora</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
18	<u>Dr. Jyoti</u> <u>Dr. Mehta</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
19	<u>Dr. Jyoti</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
20	<u>Patel Bhuvan P.</u> <u>Dr. Jyoti</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
21	<u>Dr. Jyoti</u> <u>Dr. Mehta</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
22	<u>P. V. Mehta</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
23	<u>P. V. Mehta</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
24	<u>Dr. Jyoti</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
25	<u>Faigun H. Parekh</u> <u>Sagar H. Parekh</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
26	<u>Dr. Jyoti</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>
27	<u>Dr. Jyoti</u> <u>Dr. Mehta</u>	<u>28</u> <u>29</u> <u>30</u> <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u> <u>38</u> <u>39</u> <u>40</u> <u>41</u> <u>42</u> <u>43</u> <u>44</u> <u>45</u> <u>46</u> <u>47</u> <u>48</u> <u>49</u> <u>50</u> <u>51</u> <u>52</u> <u>53</u>



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15. To enable the Members to avail the temporary alternate accommodation, the Developers shall pay monthly compensation/monthly rent in the following manner to the members:-

- (i) Developer shall pay monthly compensation/monthly rent @ Rs. 60/- per sq. ft. on existing carpet area to each member owning residential premises in the said Existing Building and monthly compensation/monthly rent @ Rs. 100/- per sq. ft. on existing carpet area to each member owning commercial premises in the said Existing Building for the initial period of 12 months. The said monthly compensation/monthly rent shall be paid by way of 12 post dated cheques.
- (ii) The said monthly compensation/monthly Rent shall be increased by Rs. 5/- per sq. ft. Developer shall pay monthly compensation/monthly rent @ Rs. 65/- per sq. ft. on existing carpet area to each member owning residential premises in the said Existing Building for the subsequent period of 12 months i.e. for 2nd year and Rs. 70/- per sq. ft. on existing carpet area to each member owning residential premises for the 3rd year. The compensation payable for each subsequent years shall be paid by the Developers by issuing post-dated cheques for a period of 12 (twelve) months, 1 (One) month in advance before expiry of each year. The Developers shall continue paying rent till handing over possession of the new premises in the New Building to respective member with Occupation Certificate.
- (iii) The Developers have agreed to pay to each of the member a sum of Rs. 20,000/- (Rupees Twenty Thousand Only) one time towards packing and moving charges/ inconvenience charges for shifting to and fro from their premises to temporary accommodation and finally to Permanent Alternate Accommodation. The said Shifting charges shall be paid in two instalments. One instalment of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid at the time of

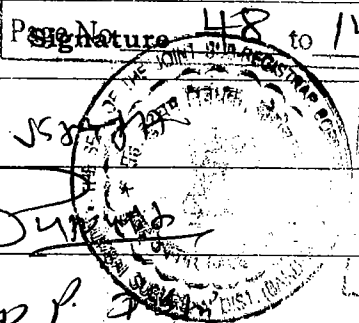


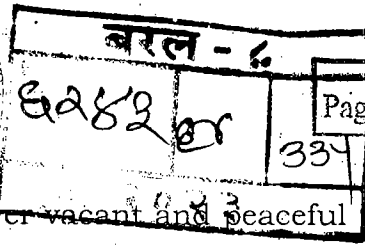
For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD

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CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1		28	<u>Electrical</u>
2	<u>S. J. Mehta</u>	29	<u>M. G. Mehta</u> <u>Pradip Mehta</u>
3	<u>Pankaj P.</u>	30	<u>A. Gandhi</u>
4	<u>U. D. Malankar</u>	31	<u>B. P. Shetty</u>
5	<u>S. H. G. H.</u>	32	<u>Deepal Mehta</u> <u>D. A. Mehta</u>
6	<u>Shirish</u>	33	<u>K. M. Shetty</u> <u>Ramprasad Shetty</u>
7	<u>Saniv H. Lankani</u>	34	<u>Joshi h. m.</u>
8	<u>Joshi h. m.</u>	35	<u>G. P. S. N. Gopani</u> <u>S. D. B. Gopani</u>
9	<u>Pradip</u> <u>Pradip</u> <u>Pradip</u>	36	<u>M. D. D. N. G. Mehta</u> <u>Chandrasekhar N.</u>
10		37	<u>31-2-1971</u> <u>31-3-1971</u> <u>31-4-1971</u>
11	<u>Pradip Mehta</u> <u>Pradip Mehta</u>	38	
12	<u>R. R. Joshi</u>	39	
13	<u>Mentha Gannin V.</u>	40	<u>Abhay Mehta</u> <u>Pradip</u>
14	<u>Sheetal S. Prabhu</u>	41	<u>Abhay Mehta</u> <u>Pradip</u>
15	<u>H. E. Joshi</u> <u>K. H. Jasani</u>	42	<u>Singh</u> <u>Chandrasekhar Singh</u>
16	<u>B. L. Ch.</u>	43	<u>Dr. M. M. Chandra</u> <u>Chandrasekhar Chandra</u>
17	<u>K. D. Joshi</u> <u>Pradip</u>	44	<u>Chandrasekhar Chandra</u>
18	<u>Chandrasekhar Chandra</u>	45	<u>L. P. Mishra</u>
19	<u>Pradip</u>	46	<u>P. V. Mishra</u>
20	<u>Putol Bhawan D.</u> <u>Pradip Mehta</u>	47	<u>B. D. Mehta</u> <u>R. R. Mehta</u> <u>Besai</u>
21	<u>Pradip Mehta</u> <u>Suman Mehta</u>	48	<u>W. N. Mehta</u>
22	<u>P. V. Mehta</u>	49	<u>Y. K. Mehta</u> <u>Shankar Mehta</u>
23	<u>P. V. Mehta</u>	50	<u>Shankar Mehta</u> <u>Pradip</u>
24	<u>Pradip</u>	51	<u>Pradip</u> <u>R. K. Mehta</u>
25	<u>Faigun H. Parekh</u> <u>Sagar H. Parekh</u>	52	<u>R. K. Mehta</u>
26	<u>Pradip</u>	53	<u>Chandra D. Mehta</u>
27	<u>Pradip</u> <u>Pradip</u>		



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Society handing over vacant and peaceful possession of the Said Property along with the rent cheques and other instalment of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid at the time of Developer handing over possession of Permanent Alternate Accommodation in the new building;

- (iv) The Developers shall pay to each Member the amount equivalent to one month's Monthly compensation/Monthly rent along with rent cheques, as one time brokerage charges for acquiring temporary/transit accommodation by the Members at the time of Society handing over vacant possession of the Said Property.
- (v) Rent shall commence from the date of registration of this Development Agreement or 15th April, 2023, whichever is earlier.
16. If any Member of the Society creates any obstructions or fails to co-operate with the proposed redevelopment or do not hand over the possession to the Developers within a period of 2 days from the date of receipt of amended IOD, such defaulting Member shall be liable to pay to the Developers the penalty at the rate of Rs. 5,000/- (Rupees Five Thousand only) per day of delay.
17. It has been specifically agreed between the parties hereto that, it shall be responsibility of the Society to obtain consent as well as hand over vacant possession of the Said Land from the dissenting members of the Society. It is agreed that in the event of any of the members of the society is not co-operating, than in that event the Developers and the Society shall at the costs and expenses of said non-co-operating Member, deal with such Members and if required, get orders from appropriate Court directing such Members to co-operate and it is agreed that the Developers' obligations under this Agreement vis-à-vis defaulting members shall only commence on the defaulting Member vacating their respective Existing Premises and the Society handing over quiet, vacant and peaceful possession of the said Property. In any case, it is agreed



For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

CHAIRMAN

SECRETARY

TREASURER

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that the society shall distribute the cheques to all members only after the property is handed over to the Developers.

18. Subject to Force Majeure Circumstances, the Developers shall at their own costs, risk and expenses, procure Commencement Certificate within 6 months from the date of amended IOD;

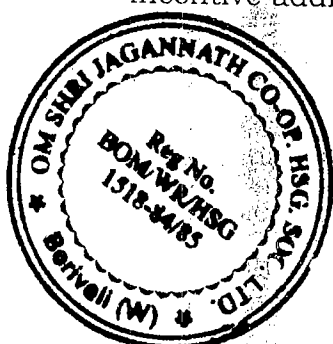
19. The Developers shall register the redevelopment project under RERA (Real Estate Regulation and Development Act, 2016) and comply with all the requirements of periodical updates to be published on RERA portal form time to time.

The Developers shall construct the proposed New Building/s on the said Land by utilising the Maximum Development Potential in accordance which shall be available at the time of approval of plans and procurement of amended IOD for the proposed redeveloped building, within the terms and conditions of this Agreement.



20. The said New Buildings shall be constructed as per MCGM Rules and Regulations which will comprise of the Members' New Premises having area as per **Annexure "H-1 & H-2"** annexed hereto and the Developer's Free Sale Premises that will be available to the Developers to deal with/sell/transfer subject to the conditions, under the provision of applicable law.

21. Simultaneous to the execution of these presents and subject to adherence and compliance with the terms, conditions and stipulations hereof by the parties hereto the Society and the Members hereby grant irrevocable license and authority in favour of the Developers to enter upon the Said Property for the purpose of redevelopment in accordance with the rules and regulation of the MCGM without any hindrance, disturbance, denial by the Members and the Society. The Developers shall be entitled to construct the new proposed building by utilizing incentive additional BUA and as per Regulation No. 30 - Table No. 12 of



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For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

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CHAIRMAN

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SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1			
2			
3			
4	V. D. Malondkar	31	B. P. Shetty
5	S. H. C. H.	32	Deepal Mehta
6		33	D. A. Mehta
7	Samir H. Laklani	34	K. M. S. L.
8		35	Deepa Shetty
9		36	Janki H. M.
10		37	Gopani S. N. Gopani A. D. B. Gopani
11		38	M. D. D. Nakar
12	R. R. Joshi	39	
13	P. R. Joshi	40	Abhay Joshi
14		41	Abhay Joshi
15	K. H. Jasani	42	
16		43	
17		44	
18		45	L. P. Mehta
19		46	
20	P. R. Joshi	47	B. D. Desai
21		48	R. R. Mehta
22		49	
23		50	
24		51	
25	Falguni H. Parekh	52	R. R. Mehta
26		53	
27			



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33(7)(B) registered under the Cooperative Societies Act, 1925. The Developers shall construct and sell its Free Premises as per the terms and conditions of this Agreement to outside purchasers and at all the material times, the possession of the said Property shall be deemed to always remain with the Society except the shops of Existing Shop members and New purchaser of Commercial/shop/office premises of Developer's area in the proposed new building [after receiving part OC for the same].

22. The location of the Members' New Premises in the said New Buildings will be as indicated by the Society to the Members in the tentative plans and the inter-se allocation shall be done by the Society subject to the tentative plans being approved by the concerned authorities. Balance Free Sale Premises shall be allotted by the Developer to their prospective purchasers.

23. The Members' New Premises will be complete with amenities, facilities and list of specifications as per **Annexure "I"** annexed hereto. The amenities for the existing member's premises shall be at par with those for free sale part.

24. The said New Building shall have proper fire-fighting system, wind load and seismic load design, rain water harvesting system in accordance with the MCGM regulations, to be provided by the Developer free of costs.

25. The Developers will construct the boundary wall with fencing as per the specification of the MCGM around the Society's property and also, carry out paving inside the compound, at their own, costs and expenses. The Developers shall at their own cost construct ancillary structures and provide facilities such as underground tanks, pumps, bore well and overhead tanks of capacity as per MCGM norms.

26. The Developers shall construct and handover to the Society a society office as per MCGM norms on its earmarked floor as per the approved plans only. The Common Area and Facilities such as compound, open,



For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD

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CHAIRMAN

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SECRETARY

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TREASURER