

Sr. No.	Signature	Sr. No.	Signature
1	H. V. V. V. V.	28	28
2	2	29	29
3	3	30	30
4	4	31	31
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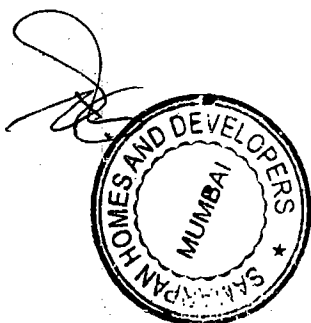
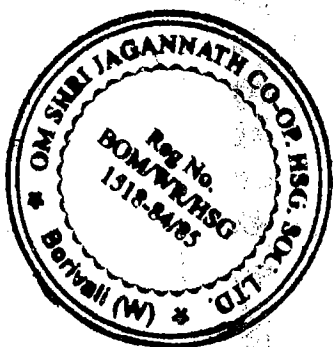
space, lobby, top most floor passages, refuge area shall belong to the Society. The Developers shall not be entitled to create any third party right, title and/or interest in favour of any one in respect thereof and the developers shall not put up or shall be allowed to be put up antennas, mobile towers, Advertising Boards, hoardings or anything, in the Common Area and Facilities or terrace or any part of the said New Buildings. It is, however, clarified that the Developers shall only be entitled to put up hoardings (for branding of this Project alone) if required for the purpose of construction at his own cost and consequences.

27. The name of the society shall remain as **"OM SHRI JAGANNATH CO-OPERATIVE HOUSING SOCIETY LIMITED"** but, however, the name of the new building can be changed if the Developers wish to; after informing in writing to the society about the same.

28. The Developers alone shall be responsible for all the liabilities in respect of the workmen so employed/engaged in the construction work and the Developers shall indemnify and keep indemnified the society and its members from and against all claims in connection therewith.

29. The Developers shall at their own cost get the plans for the said New Building in respect of the entire Present Development Potential sanctioned by appropriate authorities and procure all other necessary NOCs and permissions from all the concerned departments, revenue offices, collector's office, MCGM departments, Railways etc. and the IOD in respect thereof as mentioned in this Agreement. The Developers at their own cost, risk, efforts and expenses, procure the amended property register card of the said property, if so required on account of there being set back area or any area correction that may be required including any mutation entry if so required, due to any reason whatsoever.

30. The Developers agree to purchase and load TDR in two parts in the name of society at its own cost and expenses. The entire construction costs including (but not limited to) the fees payable to the Architects R.C.C.



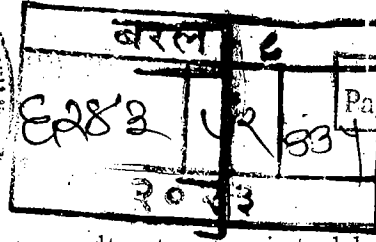
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Signature
1	Hedari, S. H.	E2882
2	3402	2920
3	Pennu, P. Desai	30
4	U D Malondkar	31
5	S H C-11 S H C-11	32
6	Shirur	33
7	Samir H. Larkhani	34
8	Joshi h.m	35
9	Amr Amr	36
10		37
11	Amr Amr	38
12	R. R. Joshi	39
13	Menta Samir V.	40
14	Shetal S. Phalke	41
15	12 C - K.H. Jasani	42
16	Blch	43
17	H. D. Vora	44
18	M. D. Vora	45
19	Amr	46
20	Pate L Bhauram D.	47
21	Amr	48
22	P.V. Mehra	49
23	P.V. Mehra	50
24	Amr	51
25	Falguni H. Parekh	52
26	Amr	53
27	Amr	



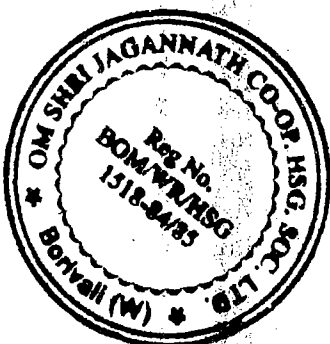
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Consultants and all other consultants appointed by the Developers, the bills of the various contractors appointed by it the wages / dues of the workman, bills of suppliers, and all other charges, fees and deposits to be paid to the concerned authorities for the construction work, costs for procuring TDR / FSI, shall be borne and paid by the Developer alone.

31. The Developers shall be entitled to obtain the refund from the MCGM in respect of all the deposits which may be payable by the Developer to the MCGM in the name of the Society. In the event the MCGM issues refund cheques in favour of the society, the society shall in turn refund the same to the Developer, within one month of the amounts being credited into the Society account.

32. The Managing committee of Society shall be entitled to visit the site for inspection of the building from time to time.

33. If any amendments are required to the building plans, the same can be carried out by the Developers provided the same does not reduce or affect in any manner the areas of the member's New Premises, or change the location, or placement/ direction, or the floor and / or reduce the existing members car parking space in any manner whatsoever. However, The Developers agree to take prior written consent of the society for any amendment in the plan to be submitted to MCGM in case if any of such amendment results in change in location or area of any of the premises to be allotted to the Existing member. The Developers shall carry out the work of construction on the said Land as envisaged herein strictly in accordance with the plans approved by the MCGM/concerned government department. In the event the Developers commit any breach as a result of which the society or the members incur any loss or damage, the Developers do, hereby, irrevocably undertake to indemnify and keep indemnified the society and the members to the extent of loss which the society and/or the members may suffer. The society and its members shall not cause any obstruction or hindrance to the construction development work and so long as the Developers is not in breach of this




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

CHAIRMAN

SECRETARY

TREASURER

Sr. No.	Signature	Sr. No.	Signature
1	Hufani J. J.	28	28/2/82
2	Sudhakar	29	29/2/82
3	Rinkho P. Joshi	30	P.A. Gandhi
4	V.D. Malonakar	31	B.P. Shetye
5	S.H.C.H.	32	Deepa Mehta
6	Shirley	33	D.A. Mehta
7	Samir H. Lakhani	34	K.M. Mehta
8	Joshi h.m.	35	Deepa Mehta
9	Port Om	36	Joshi h.m.
10		37	golani s. n. Gopani M. B. Gopani
11	Mehta	38	DD Mehta
12	R.R. Joshi	39	Mehta
13	Mehta Samir V.	40	Abhay Mehta
14	Mehta	41	Abhay Mehta
15	Mehta S. Phalke	42	Mehta
16	Mehta	43	Mehta
17	Mehta	44	Mehta
18	Mehta	45	Mehta
19	Mehta	46	Mehta
20	Mehta	47	Mehta
21	Mehta	48	Mehta
22	Mehta	49	Mehta
23	Mehta	50	Mehta
24	Mehta	51	Mehta
25	Mehta	52	Mehta
26	Mehta	53	Mehta
27	Mehta		



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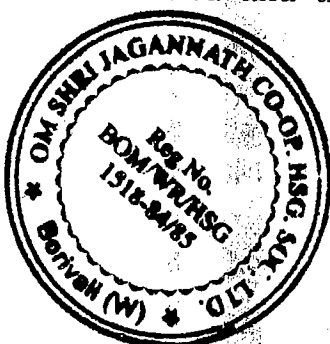
Agreement and the society / members shall not claim or demand any additional consideration by whatever name called for any reason whatsoever from the Developers, save and except as provided in this Agreement.

34. The Developers shall be entitled to raise financial assistance from banks, financial institutions for the purpose of financing the development of the said Property and for this purpose may offer the security of only the Developer's Free Sale Premises (but NOT the society's property, premises and the existing member's new flats in the said New Buildings) at the Developers' own risk, cost and consequences. It is further agreed that the Developer shall neither require the society to give any kind of NOC for raising loan on security of Developers Free Sale Premises nor the society would be party to any mortgage documents for any of the Developers' Free sale premises and the Developers alone shall be responsible for repayment of such loan. The Developers shall deal with the same and settle their claims and dues at their own cost and expenses without involving the Society or society property.

35. The Developers are entitled to give the contract of construction to any contractor/s for the proposed Redevelopment. However, the said project shall be commenced, carried out and executed fully under the name and domain of the Developers herein.

36. The redevelopment rights created hereunder shall not be alienated or transferred in any manner whatsoever by the Developers to any other party/ person or third Party without prior written permission of the society and upon such resolution being passed in its General Body Meeting.

37. All outgoings, taxes, rates, assessments, duties, Water Charges, Maintenance Charges etc., payable by the Society in respect of the said property till date of this Development Agreement has been paid and cleared and that there are no dues outstanding and payable by the



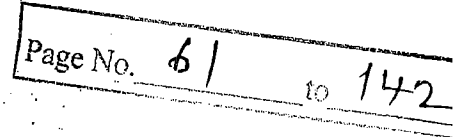
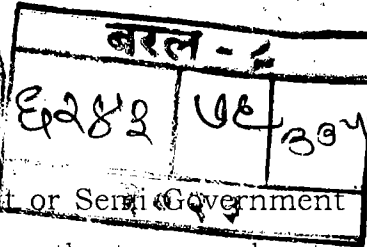
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

[Signature] CHAIRMAN

[Signature] SECRETARY

[Signature] TREASURER

Sr. No.	Signature	Sr. No.	Signature
1	Hachari, J. K. J.	28	~~Signature~~
2	~~Signature~~	29	~~Signature~~
3	Pankaj S. Joshi	30	~~Signature~~
4	V. D. Malondkar	31	B. P. Shetye
5	S. H. Ch	32	Deepa Mehra
6	~~Signature~~	33	D. A. Mehra
7	Samir H. Lakhani	34	K. M. Shah
8	~~Signature~~	35	Joshi H. M.
9	~~Signature~~	36	gopal S. V. Jopani & B. Jopani
10	~~Signature~~	37	Mrs. D. D. Nakar
11	~~Signature~~	38	~~Signature~~
12	R. R. Joshi	39	~~Signature~~
13	Mehra Samir V.	40	Abhay Joshi
14	~~Signature~~	41	Abhay Joshi
15	~~Signature~~	42	~~Signature~~
16	~~Signature~~	43	~~Signature~~
17	H. D. Vohra	44	~~Signature~~
18	~~Signature~~	45	L. P. Mistry
19	~~Signature~~	46	P. V. Mistry
20	Patel Bhavnur P	47	B. D. Desai
21	~~Signature~~	48	R. B. Mehra
22	P. V. Mehra	49	~~Signature~~
23	~~Signature~~	50	~~Signature~~
24	~~Signature~~	51	~~Signature~~
25	Faiguni H. Dandekar	52	R. K. Patel
26	~~Signature~~	53	Chaya D. Mehra
27	~~Signature~~		



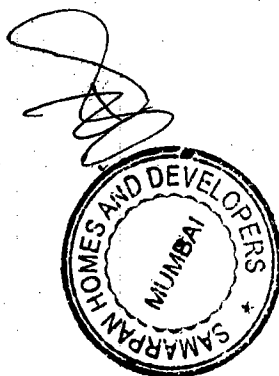
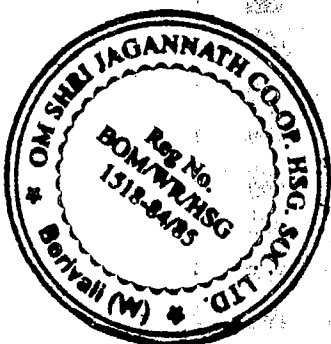
Society to any Government or Semi Government Authorities. That the Society shall continue to pay the taxes and outgoings in respect of the said property till handing over the vacant possession of the said property to the Developers for demolition of the existing building. Thereafter all the taxes, outgoings, rates, cess including the LUC (Land Under Construction), Water Charges shall be borne and paid by the Developers until the time of handing over possession of the Permanent Alternate Accommodation. Thereafter, the outgoings, taxes, rates, assessments, Water Charges, Maintenance Charges, duties etc.... in respect of the new building so constructed shall be borne and paid by the Society and the member, whether or not he/she/they has/have taken possession after written intimation thereof. It has been clarified that, the Developer shall not be liable to bear and pay any outgoings, rates, taxes etc... in respect of the unsold/un-allotted premises even after obtaining Occupation Certificate, for maximum period of six (6) months from date of issue of O.C., thereafter 'The Developers' shall bear all taxes in respect of unsold premises.



It has been specifically agreed between the parties hereto that, the GST in respect of additional carpet area to existing area be provided to each member free of cost in the new building shall be borne and paid by the Developers. However, the GST on the existing area, if applicable, shall be paid by the respective Members of the Society. GST in respect of the additional area agreed to be purchased by the Member shall be borne and paid by the respective member.

39. It has further been agreed that capital gain tax, if levied on the Permanent Alternate Accommodation provided to Existing Members hereunder shall be borne and paid by the respective member alone.

40. The Developers shall be responsible for all the liability under ESIS, Provident Fund, Workmen's Compensation Act and all other statutory relating to redevelopment.



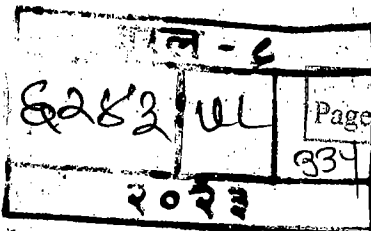
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

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CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	No.	Signature
1	Hedra	28	Antin
2	Supriya	29	Devarican J. Mallan
3	Pankaj P. Joshi	30	P.A. Gandhi
4	U.D. Khandekar	31	B. P. Shetty
5	S.H.C.H.	32	D.A. Mehta H. Mehta
6	Ambar	33	K.M.S.
7	Samir H. Lakhani	34	Joshi H.M.
8	Joshi H.M.	35	Gopal S.N. Gopani H.M. B. Gopani
9	Ambar	36	Mrs D.D. Nakum
10	Ambar	37	Ambar
11	Ambar	38	Ambar
12	R. R. Joshi	39	Ambar
13	Mehta Gagan V.	40	Abhay Joshi
14	Sheetal S. Prabhu	41	Abhay Joshi
15	H.C. J. K.H. Jansari	42	Singh
16	Blah	43	Ambar
17	Ambar	44	Ambar
18	Ambar	45	L.P. Misra
19	Ambar	46	P. Misra
20	Patel Bhuvan P.	47	B.D. Desai
21	Ambar	48	Ambar
22	P.V. Mehta	49	Ambar
23	P.V. Mehta	50	Ambar
24	Ambar	51	Ambar
25	Faigun H. Parekh	52	Ambar
26	Ambar	53	Ambar
27	Ambar		



Page No. 63 to 142

41. The Developers undertakes to pay and discharge duly and punctually all those liabilities to the building contractor, labour, material suppliers, workmen and other employees employed or benefited by the Developers for the purpose of and incidental to the Re-development work in terms hereof and indemnify and keep indemnified the Society and its Members from and against all such actions, costs, claims and demands arising from the construction activity and/or on account of any act of commission or omission or breach or delay or default on part of the Developers in developing the said Property.

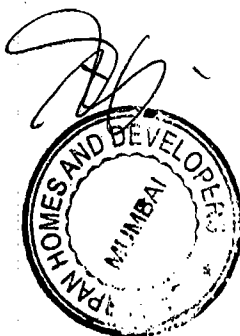
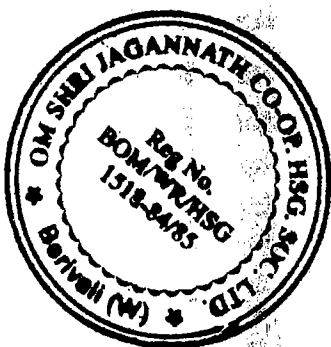
42. The Developers shall strictly adhere to the rules and regulations of the MCGM and the local authorities while constructing the said New Building on the said Property. In the event the Developers commit any breach of any municipal rule or regulation, as a result of which the Society incur any loss or damage, the Developers shall indemnify and keep indemnified the Society to the extent of the loss or damage that the society may thus suffer.



43. The Developers shall repair, and cover the existing open well at its risk and cost in the society plot so as to enable the society to draw water supply from the said well for its redeveloped building as per MCGM norms.

44. The Developers agree to provide the layout of electricity wirings and civil work plumbing etc. in respect of each flat and shop in the new constructed building to its respective existing members of the society.

45. After allotting the car parking slots/stacks to existing eligible members, the balance car parking's in the New Buildings will be available to the Developers for allotment to the purchasers or Developer's Free Sale Premises. The Developers undertake to permit the use of the car-parking space only to the flat/shop purchasers of the Developer's Free Sale premises and shall not create any third party right, title and interest in respect thereof in favour of it being clarified that all open spaces belong



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

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1	H.R. [Signature]	29	E282 UC 331 M. S. Gokar T. Chelhar
2	[Signature]	30	P.A. Gandhi
3	Ramdas P. Doshi	31	B.P. Shetye
4	V.D. Abadkar	32	Deepa Mehla D.A. Mehta H.H. Mehta
5	S.H. Gill	33	K.M. Sule Krupa Shah
6	[Signature]	34	Joshi h.m
7	Samir H. Lakhani	35	Gholam S. N. Jeyani H.V. B.S. Gokar
8	Joshi h.m	36	Mrs. D.D. Nakur K.K. Mehta Champa H.T.
9	[Signature] B.M. B.M.	37	3125 R(1) मोती लाल 3134 H1 लोनी जयल
10	[Signature]	38	The
11	Captain Mehta (Bromelata)	39	Omer
12	R.R. Doshi	40	Ashayashree Joshi
13	Mehta Sarojin Y.	41	Ashayashree Joshi
14	I. Ravi Sheetal S. Prabhu	42	Singh Chhaya Singh
15	H.C. T. K.H. Jasani	43	31st. no. 21002. G.I.H. 303 E-2 1999
16	[Signature]	44	सोनवडेकर निशि
17	[Signature] H.D. Vora	45	L.P. Mishra
18	[Signature]	46	R.V. Mishra
19	[Signature]	47	B.D. Desai R.B. Mehta Bessai
20	Patel Bhavnesh D. Omesh. P. Patil	48	Monami AL
21	[Signature] Sanam meha	49	YCHH शक्तिनारा
22	P.V. Mehta	50	सत्यजीत जी यादव
23	P.V. Mehta	51	Dina Riz Patel
24	[Signature]	52	Riz Patel
25	Fauzuni H. Parekh Sagari H. Parekh	53	Chhaya S. Mehta
26	[Signature]		
27	[Signature] Gmitiyab		



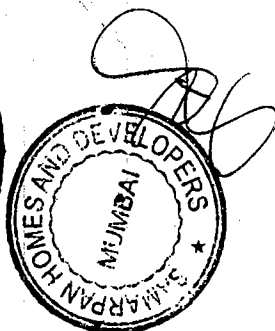
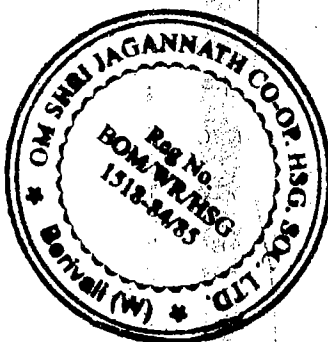
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Page No. 65 to 142

to the society in accordance with this Agreement. The Developers shall not allot any of the car parking space to any outsider or non-purchaser of flats/ shops in the newly re-developed building.

46. During the tenure of actual re-development process any Existing Members can sale/gift, transfer or create any third party right, title interest in respect of his/her premises to any person, only with the prior approved of the Society and the Developers as well as the Society and shall enter into appropriate deeds / documents alongwith the Developers and Society as may be suggested by the Advocates of the Developers. The Society hereby undertakes not to transfer such flat in its records unless the new transferees execute the Deed of Confirmation / Deed of Adherence (in the agreed format) in favour of the Developers and furnishes a copy thereof to the Developers. The Developers shall not be liable to make any payment with respect to monthly compensation for temporary alternate accommodation as per clause 15 until a Deed of Confirmation / Deed of Adherence are furnished to the Developers. Such new transferee shall not be entitled to receive any further / additional compensation from the Developers or the Society or claim any right adverse to the rights / interest of the Developers. The Developers shall not be entitled to receive any transfer fees of levy any charges on any such transactions.

47. The Members shall have no rights or claims over the Developers Free-Sale Premises alongwith Car-parking spaces and the Developer alone is absolutely entitled to sell on "ownership basis" and/or otherwise deal with and dispose of under the provisions of Maharashtra Ownership of Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 ("MOFA") and/ or RERA and/or to and/or grant on lease, leave and licences, mortgage, create charge, or otherwise and appreciate the proceeds unto itself provided however that the Developer shall not and hereby undertake not to put any person/s in possession / occupation of the Developers' Free-Sale Premises under any agreement, arrangement or understanding whatsoever until such time that the



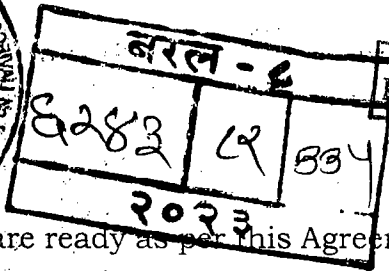
For OM SHRI JAGANNATH CO-OP HSG. SOC. LTD

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1		30	T.A. Gandhi
2		31	B.P. Shetye
3	Ranem P. Desai	32	Deepa Mehra
4	V. Malondkar	33	D.A. Mehra
5	S.H.C-11	34	K.M. Shah
6	Amir H. Lakhani	35	Joshi H.M.
7	Joshi H.M.	36	Gopal S.N. Gopani S.K. Bafopur
8		37	M.D.D. Nakur
9		38	3725011 अनाजवा
10		39	अनाजवा अनाजवा
11		40	
12	R.R. Joshi	41	Abhay Joshi
13	Mehra Samir V.	42	Abhay Joshi
14	Sheetal S. Puabhu	43	Singh
15	K.H. Jassani	44	3725011 अनाजवा
16		45	3725011 अनाजवा
17	H.D. Vora	46	L.P. Mistry
18		47	P.V. Mistry
19		48	B.D. Desai
20	Patel Bhavna D.	49	R.R. Mehra
21	Singh J. Jitendra	50	Monminal
22		51	यशवि इाकनरा
23	P.V. Mehra	52	सयलीन अल पटे
24		53	R.R. Mehra
25	Faiguni H. Parekh		R.R. Mehra
26	Sagar H. Parekh		Khaya D. Mehra
27			



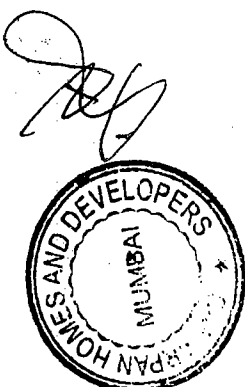
Page No. 67 to 142

Members New Premises are ready as per this Agreement, the Occupation Certificate of the New Building has been obtained and thereupon the Members are offered possession of the Members New Premises in writing and 7 (seven) days have expired from such writing except the Existing Shop members and New Shop/office Purchasers of Developers' area. The Society agrees and undertakes to admit such prospective purchasers as members of the Society, as agreed subject to the conditions specified in the Clause herein above. The Developers shall not sell "Developers Free commercial Premises" for the activities such as Bar, liquor or for any anti-social activities in the society and a clause to that effect will be incorporated in the sale agreement of prospective buyer of the said premises.

48. The Developers shall pay only Municipal property taxes for its unsold flats in the redeveloped building upto 6 months period from the date of full OC. Thereafter Developers shall pay all the society outgoings to the society at par with other members.

49. The prospective purchasers of the flats / shops in the Developers Free Sale Premises shall be free to borrow/avail of housing loan by mortgaging the flats allotted to them. The repayment of the loans interest and other charges on such loan shall be the sole responsibility of the new member availing such loan.

50. It is agreed by both the parties that if any increase in FSI in any form/nomenclature is available after the issuance of the first full IOD and during the construction period till the completion of construction of the new building, the same may be shared by both the parties in 50:50 Ratio after deducting all the expenses required to be incurred by the developer to avail such additional benefit. In the event of the Developer herein developing the said property under 33(20B) of the DCPR 2034, the Developer herein shall offer such additional monetary compensation as may be mutually discussed between the parties hereto.

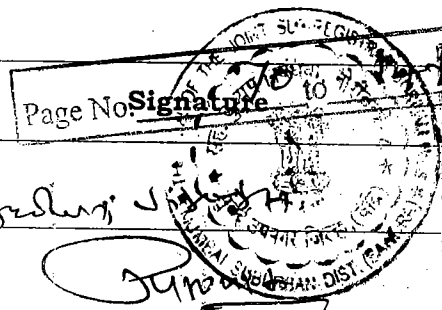


For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	Sr. No.	Signature
1		28	2023
2		29	
3	Pankaj P. Joshi	30	T. Meelhar
4	N. H. Khandekar	31	P. A. Gandhi
5	S. H. Ch	32	B. P. Shetty
6	Deepal Meher	33	D. A. Meher
7	Samir H. Lakshani	34	K. M. S. K. Meher
8	Joshi H. M.	35	Joshi H. M.
9		36	G. P. S. N. Joshi & B. S. Joshi
10		37	M. D. D. N. Joshi & N. Joshi
11		38	
12	R. R. Joshi	39	
13	M. H. S. Joshi	40	
14	Sheetal S. Prabhu	41	
15	K. H. Joshi	42	
16		43	
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बखल - ६		
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54. The Society has executed hereof, executed a Power of Attorney inter-alia authorizing the Developer to do and execute all such acts, deeds and things required for commencing and completing the Re-development Project in terms of this Agreement and also to deal with MCGM and other authorities for the approval and sanction of the plans of the proposed construction.

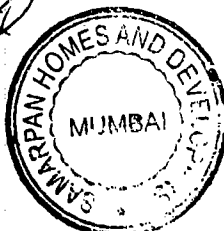
55. All acts, deeds and things done by the Developers by virtue of the said Power of Attorney shall be at the risk and costs of the Developers. It is agreed and declared that the Power of Attorney granted is co-existent and co-terminus with this Redevelopment Agreement.

56. The Developer shall be responsible to rectify any structural defect or any other defect in workmanship, quality or provision of services in the new building in accordance with the Real Estate (Regulation & Development) Act, 2016 i.e. to say 5 years from date of issue of O.C. to building. The Developers shall rectify such defects within fifteen days after information by the society. However, the Developers shall not be liable and responsible for the same, if such damage is caused on account of any acts done by any of the members/occupants of the new premises of the proposed building.

57. All the time lines mentioned in this Development Agreement shall be subject to Force Majeure circumstances. "Force Majeure" wherever referred to in this agreement shall include any act of god, fire, flood, earthquake, riot, war, civil disturbance, act of terrorism, act of foreign enemies, hostilities (whether war be declared or not), sabotage, blockade, riots, invasion, peril of the sea, any stop work notice by any Authority, Spread of any plague or epidemic or pandemic, Non-availability and/or shortage of building materials (Developer prudence required) in the market affecting the construction work, any government policy, MCGM (including but not limited to delay sanctioning of plans, permissions from concerned authorities), lockdown in the city (partial or complete) statutory or judicial order not arising due to any fault on Developer part



[Signature]



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

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Page No. Signature	SR No.	Signature
1	Harani J. ...	30	Antina
2		31	M. Saperkar T. Madhwal
3	Pankaj P. Doshi	32	P. A. Gandhi
4	ND Malondkar	33	B. P. Shetty
5	SH G-11	34	Deepankar DA. Mehta
6		35	K. M. S. ... Krupa Shal
7	Samir H. Lakhan	36	Joshi h.m
8	Joshi h.m	37	golam. N. Gopani d. S. Bapkar
9	Tom Bm Bm	38	Ms. D. D. Narm ...
10		39	31220117 ...
11	... Mehta	40	...
12	R. R. Doshi	41	Abhay Joshi
13	Menta Surin V.	42	Abhay Joshi
14	Sheetal S. Prabhu	43	Singh ...
15	H. C. Jy K.H. Jagan	44	...
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19	...	48	...
20	Patel Bhupendra D.	49	...
21	...	50	...
22	P. V. Mehta	51	...
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25	Faizun H. Parekh		...
26	Sagar H. Parekh		...
27	...		...



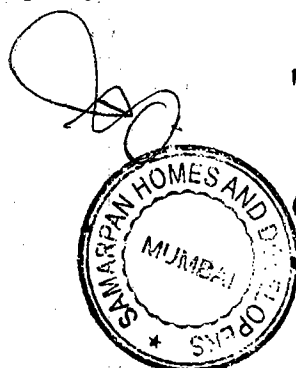
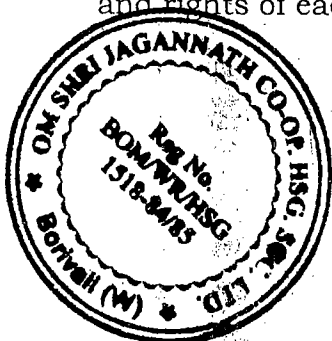
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Page No. 73 to 142

and which restricts Developer ability to carry out our obligation under this agreement, any litigation and issues arising out of non-disclosure of true information by the society and its members. It will also include any act, situations/circumstances and/or change of law by government/semi government/local Authority, decree of court which adversely affects the entire real estate and construction industry in Mumbai and/or any event beyond control of the Developer genuinely. Such as any external accident (other than accident at site during construction) like any airplane hitting and impacting the project work. It is clarified that any construction related accident at site shall not be considered as a force majeure event, any impediment/change in the provisions of law due to which, the obligations/performance had been delayed or prevented.

58. It is further mutually agreed between the parties herein that if the Developers fail to handover possession of flats/shops to the existing members of the society, within 30 months plus 6 months' grace period from the date of Commencement Certificate, in such an event the Developers, shall be liable to pay to the society amount of Rs. 50,000/- (Rupees Fifty Thousand only) per Month as and by way of penalty.

59. The parties hereto shall not be entitled to terminate, cancel, and revoke these presents or any part thereof or otherwise in any manner whatsoever save and except on committing default by the Developers. The parties shall be liable to commence and complete the project in the manner stated herein by mutual co-operation and understanding. Further, The Society shall not appoint new developer/ agency/ contractor for redevelopment of said property or for construction of building or any part or activity for any reasons except the Developers default in fulfilment of these present and only the Developers will be entitled to arrange, supervise and get completed the construction work and shall not terminate the present arrangement in any manner provided the development of the said property is carried out as per the provisions of this presents. Any differences or issues shall have to be resolved by the Parties mutually as provided without affecting the project in any manner and rights of each party.



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

CHAIRMAN

SECRETARY

TREASURER

Sr. No.	Signature	Sr. No.	Signature
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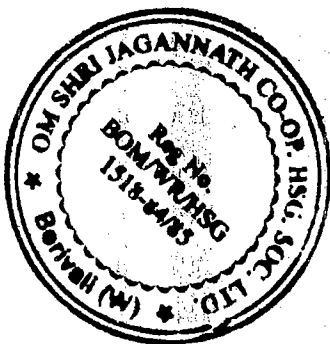
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60. In case of any breach of terms of this Development Agreement, by the Developers prejudicially affecting the society, its members and the redevelopment, the society shall give 90 days' notice to rectify the same, failing which the Society shall be entitled to seek specific performance in appropriate court of law. Even after 90 days, if the Developers fails to rectify the same, the Society shall step in and to complete the project by appointing any other Contractor as they deem fit and proper, without any objection and/or Obstruction from the Developers herein. The Society shall however be at liberty to grant further extension to the Developers or complete the project as provided herein. It is further agreed by and between the parties that if there is deficit in the amount required for completion of the building then the Developers will pay / reimburse the deficit amount to the Society. If there is surplus, the Society shall pay the same to the Developers. After completion of the new building, the Society will handover possession of the units to the prospective purchasers as per the lists given by the Developers after receiving the balance payment from such prospective purchasers payable to the Developers.



61. If at anytime the redevelopment activity comes to a standstill for a period of 3 months, then in such an event the society shall be at liberty to step in and complete the project as per above clause after giving 90 days' notice to the developers.

62. In case any dispute or difference shall arise between the Parties hereto concerning any issue or provision contained herein and or its interpretation or implementation, whether during the subsistence of this Agreement or after expiration of this Agreement, the same shall be amicably discussed and settled and in case it cannot be so settled, then the same shall be referred to arbitration of sole Arbitrator under the provisions of the Indian Arbitration & Conciliation Act, 1996 with amendments, modifications or re-enactment thereof in force. The seat of Arbitration would be Mumbai and only the Courts in Mumbai will have Jurisdiction for Supervision over Arbitration Proceeding.



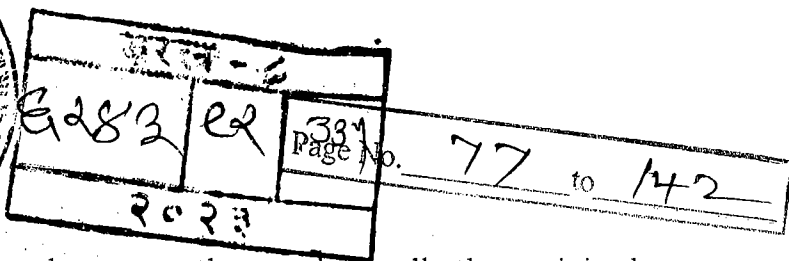
For OM SHRI JAGANNATH CO-OP. HSG. SOC. LTD

CHAIRMAN

SECRETARY

TREASURER

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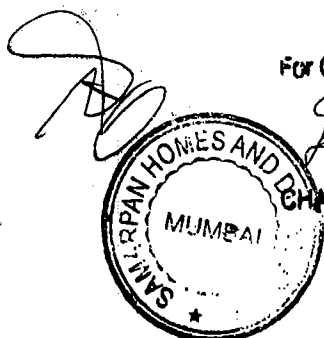
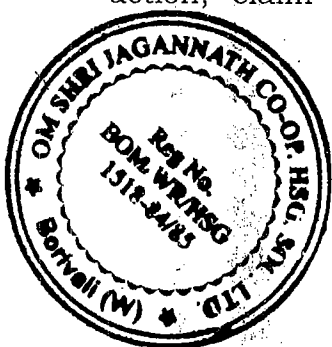


63. The Developers agree to handover to the society all the original documents, certificate, drawings, maps, plans blue prints and other related papers, pertaining to the redevelopment project on or before completion of the project.

64. This Agreement will not be treated as a partnership or a joint venture between the parties hereto and this Agreement contemplates only the development rights agreed to be granted by the Society in favour of the Developers as provided herein.

65. The Developers hereby agree to indemnify and keep indemnified the Society and the Members from and against all losses, damages, injuries, claims, actions, prejudices or proceedings resulting on account of any acts, deeds and things done or omitted under the powers and authorities granted to the Developers hereunder or under the Power of Attorney and/or on account of any act or omission or any breach on the part of the Developers in respect of the terms and conditions which are required to be fulfilled by the Developers to put up the construction thereon and/or on account of non-payment of construction costs of the New Building. Including all direct and indirect cost, charges and expenses as well as out-of-pocket expenses as stated herein above and the taxes and outgoings as stated above (in case of the unsold flats or where the purchaser has not started paying the taxes) and/or any claim of any prospective purchasers and acquirers and /or arising out of the implementation of this agreement. If any indemnities, declarations or guarantees are given by the Developers or any one on their behalf as the duly constituted attorney of the Society, then the same shall be fulfilled by the Developers at their own cost, charges and expenses, and the Society shall not be liable and/or responsible for the same and the Developers shall always Keep the Society and the Members indemnified in this respect.

66. That the Developers shall save and keep harmless and indemnify and keep indemnified the Society and the Members of from and against any action, claim or demand from the MCGM under BMC Act, D. C



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

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Page No. Signature	Sr. No. Signature
1	Madhuri J. Joshi	28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53
2	Ramji	
3	Ramji P. Joshi	
4	M. J. Malankar	
5	S. H. C. II	
6	Ambar	
7	Samir H. Lakhani	
8	Joshi h.m	
9	Ambar B.M. B.M.	
10		
11	Ambar B.M. B.M.	
12	R. R. Joshi	
13	Menta Suman V.	
14	P. Kull	
15	Sheetal S. Prabhu	
16	H. C. J. K.H. J. J. J.	
17	B. L. J.	
18	M. D. V. K. J.	
19	P. V. J.	
20	P. V. J.	
21	P. V. J.	
22	P. V. J.	
23	P. V. J.	
24	P. V. J.	
25	Falguni H. Parekh	
26	Sagar H. Parekh	
27	Ambar	



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Regulations MRTP Act etc. or any local body or public Authority for violation of any norms rules regulations and bye laws., terms and conditions imposed by them or any of them while sanctioning the building plans including any fines, and penalties and for any loss or injury which the Society and the Members may suffer or sustain or may or shall suffer in defending themselves in any action before any court of law or in judicial or quasi-judicial proceedings.

67. NOTICE:

Addresses of the Parties – The respective addresses of the parties hereto for service of any notice are as follows:

If to the Society and/or the Members:-

All correspondence/ notices to be served on the Society shall be served on the Society **under acknowledgement** at the following address.

Kind Attn: The Secretary,

Om Shri Jagannath Co-Operative Housing Society Ltd.,

Rokadia Lane, Mandepeshwar Road,

Borivali (W), Mumbai – 400 092.

And also on the email id omsrijagannathchsl@gmail.com

or

Such the address addressed by The Secretary to the developer under acknowledgement from time to time.

All correspondence/ notices to be served on the Individual members shall be served as per the addresses provided by the Members at the time or vacating their Existing Premises. Members shall be responsible to intimate to the Developers and Society in case of change of address time to time.

If to the Developers:-

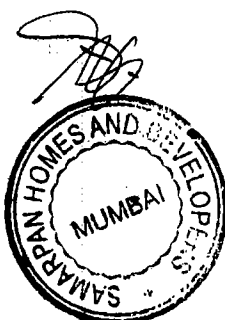
Kind Attn: Mr. Ramesh Jain

Samarpan Homes and Developers

Shop no 1 & 2, Swayambhu Residency,

Carter Road no 2, Borivali (E), Mumbai – 400 066.

And also on the email id samarpan2017@yahoo.com



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

[Signature]
CHAIRMAN

[Signature]
SECRETARY

[Signature]
TREASURER

Sr. No.	Signature	to	Sr. No.	Signature
1	Hakur, J. S.	142	28	Arvind
2		29	30	Depakar
3	Pankaj		31	T. A. Gandhi
4	M. D. Alondke		32	B. P. Shetty
5	S. H. C. II		33	Deepa Mehta
6	Joshi		34	D. A. Mehta
7	Samir H. Lakhani		35	K. M. S. L.
8	Joshi H. M.		36	Neelapa Shetty
9	Om Om Om		37	Joshi H. M.
10			38	Yashwanth N. Jopani
11	Arvind Mehta		39	S. N. Jopani
12	R. R. Joshi		40	D. D. Nakum
13	Menta Saurin V.		41	Chank. P. K.
14	Sheetal S. Prabhu		42	Arvind Mehta
15	H. C. J. K. H. J. S.		43	Arvind Mehta
16	Bhelp.		44	Singh
17	Devi		45	Chhaya Singh
18	K. D. V. S.		46	M. M. S.
19			47	G. P. S.
20	Parek Bhawan P.		48	L. P. Mistay
21	Dinesh J. Patel		49	P. Mistay
22	18 Bhehl		50	B. D. D.
23	P. V. Mehta		51	R. R. Mehta
24			52	Beesai
25	Faigun H. Parekh		53	W. M. W.
26	Sagar H. Parekh		54	Yashwanth
27			55	Arvind Mehta
			56	R. P. S.
			57	R. P. S.
			58	Chhaya D. Mehta
			59	
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Page No. 81 to 142

Any notice required to be served on the parties hereto shall be in writing and shall be sufficiently served if sent by registered / Speed post acknowledgement due to personally delivered at the respective addresses, unless notice of a different address is received.

68. This Agreement shall be subject to jurisdiction of the Competent Courts in Mumbai only.
69. The society and the members shall at the instructions of the Developers forthwith present themselves before the office(s) of the Sub-Registrar of Assurances to admit execution and lodge this Agreement for registration and it is understood by and between the Parties hereto that this Agreement will come into effect only upon it's successful registration. The stamp duty and registration fee shall be borne by the Developer alone for said development agreement.

THE SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Land)

All THAT piece and parcel of land bearing admeasuring about 2009 sq. mtrs. as per the conveyance as well as P.R. card (including road set back area admeasuring 556 sq.mtrs.) and that the net plot area is 1453 sq.mtrs. Bearing Survey No. 183, Hissa No. 2(pt) C. T. S. ^{2455, 2455/1 to 18} situated at Village Eskar, Taluka Borivali together with the residential cum commercial buildings comprising of Two Wings, constitute of 1 wing of Ground plus Six and 1 wing of Ground plus Three and Four, RCC Frame Structure aggregately having 47 flats and 6 shops standing thereon in the Registration District and Sub-District of Mumbai City bounded as follows, that is to say:

On or towards the North by: property bearing No. C. T. S. No.2456

On or towards the South by: property bearing No. C. T. S. No.2453

On or towards the West by: property bearing No. C. T. S. No.2454

On or towards the East: by: 60 Feet wide D. P. Road



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

CHAIRMAN

SECY & TREASURER

TREASURER

CHAIRMAN

SECRETARY

TREASURER

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

Sr. No.	Signature	Sr. No.	Signature
1	H. S. J. J.	28	28
2	29	29	29
3	30	30	30
4	31	31	31
5	32	32	32
6	33	33	33
7	34	34	34
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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands seals to this Agreement on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the Within named)

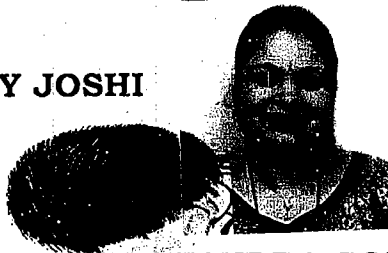
OM SHRI JAGANNATH CO - OPERATIVE)

HOUSING SOCIETY LIMITED through,)

For OM SHRI JAGANNATH CO-OP. HSG. S

1. DIPALI ABHAY JOSHI

(Chairperson)



) CHAIRMAN SECRETARY TRE

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

2. MR. SACHIN SURESHCHANDRA GOPANI)

(Secretary)

CHAIRMAN

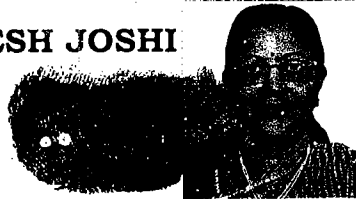
SECRETARY

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

3. HINA MAHESH JOSHI

(Treasurer)



CHAIRMAN

SECRETARY

TREASURER

In presence of)

1. Prithvi Joshi)

2. Deepak Thakur)

SIGNED AND DELIVERED by the within named)

M/s. SAMARPAN HOMES AND DEVELOPERS,)

through its authorized Representative)

as per Resolution dated)

MR. RAMESH JAIN

For SAMARPAN HOMES AND DEVELOPERS



In presence of)

1.)

2. Deepak Thakur)

PARTNER



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

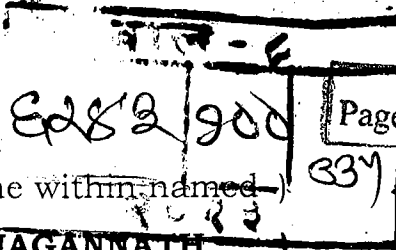
CHAIRMAN

SECRETARY

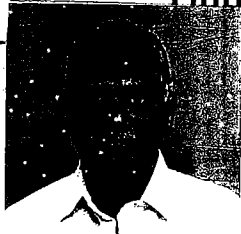
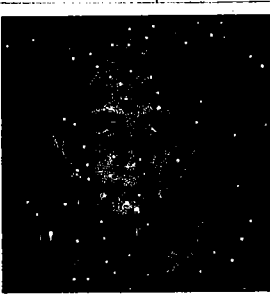
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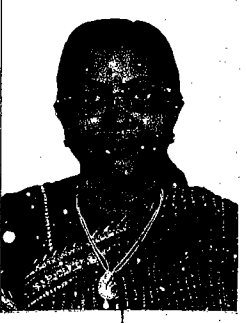
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6	W. S. J. J.	35	Deepa Mehta
7	Samir H. Lakhani	36	D. A. Mehta
8	Joshi H. M.	37	K. M. S. J.
9	Joshi H. M.	38	Deepa Shetty
10	Joshi H. M.	39	Joshi H. M.
11	Joshi H. M.	40	G. S. J. J.
12	R. R. Joshi	41	G. S. J. J.
13	M. S. J. J.	42	D. D. N. J. J.
14	S. S. J. J.	43	D. D. N. J. J.
15	H. S. J. J.	44	D. D. N. J. J.
16	Joshi H. M.	45	D. D. N. J. J.
17	H. S. J. J.	46	D. D. N. J. J.
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22	H. S. J. J.	51	D. D. N. J. J.
23	H. S. J. J.	52	D. D. N. J. J.
24	H. S. J. J.	53	D. D. N. J. J.
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26	H. S. J. J.		
27	H. S. J. J.		



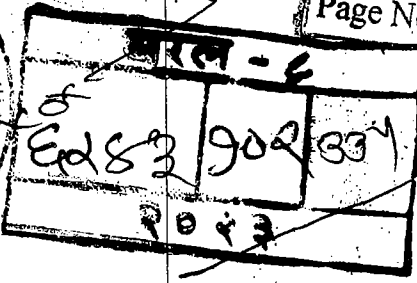
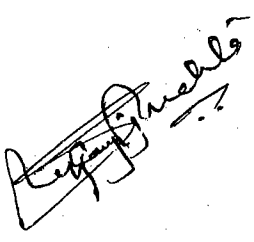
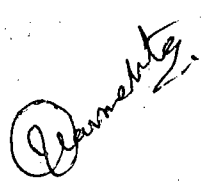
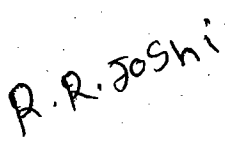
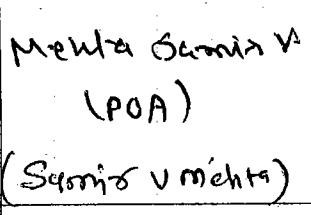
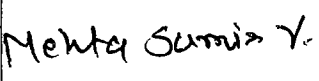


SINGED AND DELIVERED by the within named
 "THE MEMBERS" **OMSHRI JAGANNATH**
CO-OPERATIVE HOUSING SOCIETY LIMITED)

SR. NO.	FLAT	NAME OF MEMBER	
		Sign	Thumb
01	001, A Wing	<i>Hasnabi S. J. Hapani</i>	
		<i>Praveenaben Hasnmukhrai Hapani</i> <i>Thru P.O.A. Vijay Hapani</i>	
02	002, A Wing	<i>Sushant P. Purohit</i>	
		<i>Mr. Chhaganlal P. Purohit</i>	
03	003, A Wing	<i>Pankaj P. Doshi</i>	
		<i>Pankaj P. Doshi</i>	
04	004, A Wing	<i>Vijay Malondkar</i>	
		<i>Vijay Dattatray Malondkar</i>	
05	005, A Wing	<i>SHAI</i>	
			

06	101, A Wing	<i>Wiley</i>		
Mrs. Pinky C. Mehta				
07	102, A Wing	<i>Samir H. Lakhani</i>		
Mr. Samir Hasmukhrai Lakhani				
09	103, A Wing	<i>Joshi h.m</i> (POA) (Hina Joshi)		
		<i>Joshi h</i> POA		
Miss Krupali Mahesh Joshi				
Mrs. Hina Mahesh Joshi				
09	104, A Wing	<i>Bm Bm</i>		
		<i>Pushkar</i>		
Bipinchandra Mafatlal Vyas				
Pushkar Vyas				



10	105, A Wing	  Page No. 87 to 142 Samuben M Vyas
11	201, A Wing	   Shri Vijay J. Mehta    Smt. Ila Vijay Mehta
12	202, A Wing	   Rohini Ratnakar Joshi
13	203, A Wing	   Smt. Sarla V. Mehta   

14

204, A
Wing

P. Prabh



Shri Shailesh P. Prabhu

Sheetal S Prabhu



Smt. Sheetal S. Prabhu

H C Jt



Shri. Hiren Chandulal Jasani

6082/983
2023

K.H. Jasani



Mrs. Kavita Hiren Jasani

16

301, A
Wing

Bleh
[POA]

(Vikash Shah)



(POA)

Shri. Mihir S. Shah

Bleh
[POA]

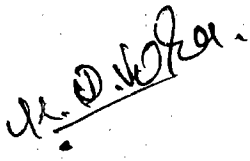
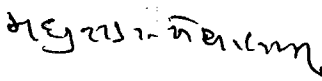
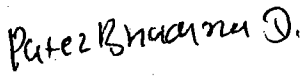
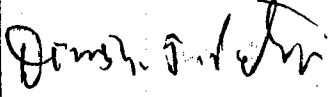
(Vikas Shah)



(POA)

Smt. Jigna M. Shah



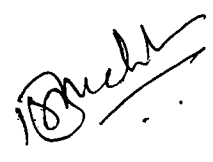
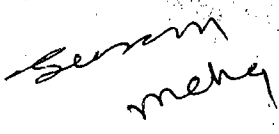
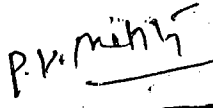
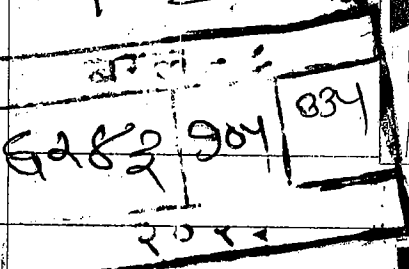
17	302, A Wing			
				
18	303, A Wing	 		
19	304, A Wing			
20	305, A Wing			
				

Mr. Mahantika H. Lakhani

Saurabh Rajendra Desai

Mrs. Bhavna Dinesh Patel

Mr. Dinesh Jeshingbhai Patel

		  	
21	401, A Wing	  	
22	402, A Wing	    	 
23	403, A Wing	  	
24	404, A Wing	  	

Bharati Suresh Mehta

Suresh Valchand Mehta

Paras V. Mehta

Paresh A. Patel

Shri. Paras V Mehta

Paresh A. Patel