

1. *Quercus* (Oak)

38106964

पावती

Original/Duplicate

Thursday, June 07, 2018

मोबाईली क्र.: 0388

7:48 PM

Regn.:3554

पावती क्र.: 7735 दिनांक: 07/06/2018

भावने गाव: गहू

बसने स्थाना अनुक्रमांक: गजत-6964-2049

उत्तरी स्थाना अनुक्र.: भिगतनकराचलागा

गजत-6964-2049 ने गाव: ने- स्थानी देवदुलगाव तर्फे भागीदार प्रकाश शतवी रवाती

मोबाईली क्र.

र. 30000.00

बस हाताळणी क्र.

र. 2240.00

पुढांची रक्कम: 112

DELIVERED

रक्कम:

र. 32240.00

अवधान मूल बस, पंधरेल डि.सुपों-२ मंत्राले

7:53 PM ह्या वेळेस मिळेल.

[Signature]

अस. दु.निबंधन सुपों- 4

गजत र. 416145500/-

मोबाईली क्र. 47027000/-

भा.शेले सुदांक सुपों : र. 2361400/-

सह. दु.सुपों निबंधन सुपों- 4

सुपों अपनकर जिल्हा

1) देवकाता गजत: eChallan क्र.म: र.30000/-

दे.डी.प्रमाणितपणे ऑर्डर क्रमांक: MH002422732201819E दिनांक: 07/06/2018

वेळेस नाम वापता:

2) वेपकास: पकास: By Cash रक्कम: र. 2240/-

DELIVERED

करल-४		
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२०१६		



NOTE: This chapter is written for educational institutions and is not intended to be used for any other purpose. It is not to be reproduced or distributed in any form without the written permission of the author.

करल-४		
६६६	२	५२
कोशिका/		

॥ अथोक्तम् ॥

दिनांक : 1/6/19

निर्णय

संकेखाचा निवडन दिनांक	UNEXECUTED
संकेखाचा प्रकार	DEVELOPMENT AGREEMENT
संकेख निहाण देणार	JAYPOORNA CHS LTD
SECOND PARTY	JAGRUTI CHANDRAKANT GANDHI & OTHER
THIRD PART	M/S V R DEVELOPERS
संकेख निहाण देणार	M/S RUDANI DEVELOPERS
संकेखलीन मिळकतीचे वर्णन	PARCEL OF LAND WITH BUILDING, SITE NO 999/99, ALL W/TH
एकूणफळ	NAHUR TO KURLA 588 SQ MTR
संशोधना	CONSTRUCTED AREA

M.V.	ARTICLE	SL. Duty	PAID S.D.	BAL.S.D.PAID	PENALTY
Rs.47027000/-	5(g-a)	Rs 2351400/-	NIL	Rs. 2351400/-	Rs.NIL

१. अभिलेखावली, सादर केलेल्या लेटरहेड मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद ५(घ-ब) नुसार R६-2351400/मुद्रांक शुल्क देव असल्याबाबत रजि. 1535/30/05/2018 नव्याने संतरेम कादेश पारित करण्यात आले होते, त्यात अनुसूची नुसार शुल्क व डेडवा भरणा होणेसाठी काळोपाविना पत्रकारांनी 01/08/2018 रोजी पावती R6/08H002202497201818E, 1535/30/05/2018 नुसार भरणा केला असल्याने 30/03/2018 रोजीची अंतिम आदेश अंतिम आदेश म्हणून कार्यम करण्यात येत आहे.



(वैशाली चव्हाण)
मुद्रांक निष्ठाधिकारी, कला.

1. MIS RUDANI DEVELOPERS
2. SUB-REGISTRAR, KURLA-1.2.3.4.0

एक तोड़ले शक्ति।

करल-४

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CHALLAN
MTR Form Number-8



GRN: MH002202497201019E	BARCODE:	Date: 01/03/2018-13:54:04	Form ID
Department: Inspector General of Registration		Payer Details	
Type of Payment: Non-Judicial Stamp Gul or Doc Voluntarily brought for registration S&S		TAX ID (If Any)	
Office Name: CSK_COLLECTOR OF STAMPS KURLA		PAY No/(If Applicable)	
Location: MUMBAI		Full Name	MS KJUN...DEVELOPERS
Year: 2019-2019 One Time		Flat/Block No.	GTS NO 6800A PART
Account Head Details		Premises/BUILDING	
0030350001 Amount of Tax		Road/Street	
		Area/Locality	NANUR MUMBAI
		Town/City/District	
		PIN	4 0 0 0 8 0
		Remarks (If Any)	
		Amount In Words	Twenty Three Lakh Five One Thousand Four Hundred Rupees Only
		Amount In	23,51,400.00
		Words	
Payment Details: IDBI BANK		FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank Bk	Rct. No.
		Bank Date	RRI Date
		Bank Branch	IDBI BANK
		Bank No., , Date	Not Verified with Serial

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 धातु नमून केंद्र शुभान विवेक क...
 धातु नमून केंद्र शुभान विवेक क...

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UsrId	Defacement Amount
1		0301215252201613	01/06/2018-14:38:37	IGR241	2261400.00
Total Defacement Amount:					23,51,400.00

करल-४

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ADJ/1100901/345/2018/K	
Pages	65

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Stamp incl. 1958

End of the

Collection of samples, Kordt

DEL 30 :-

U.S. ... 910511

Received 1981-06-11

~~Referring to~~ at

Map No. 0-351400

Wide section 7a

_____ 24-25 **1961**

Verdict under Section 32 (1) (b) of the

Bombay 30 Sep 1968 that the full duty
of Re. 235400/- Twenty

With sales the investment is changeable

Has been paid. Amount \$19.00

04 8:00 4217

This Corporation is subject to the provisions of Section 1374 of the Internal Revenue Code.

Place **KINDA**

Date 1-6-98

Collector of Stamps
Kuala

Page No - 1 to 65 of 65

DEVELOPMENT AGREEMENT

THIS DEVELOPMNET AGREEMENT is made and entered into
at Mumbai, this 7th day of June, 2018.

BETWEEN

JAYPOORNA CO-OPERATIVE HOUSING SOCIETY

LTD., a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/2715 of 1971 having its registered office at Plot No. 10-11,

Goshala Road, Mulund (West), Mumbai – 400 080, hereinafter

Alfred 20 June 1911

Meeta J. Chaudhary

K. P. Keenan - 188

~~1~~ 10/11/2020
 10/11/2020

В. В. Восток
Восток

Done 21

8-11
Wisham, M. Thacker
Aufsicht. 12. Thacker
12

W.H. P.B.

Agenda

PM

PPGAL-4



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करल-४

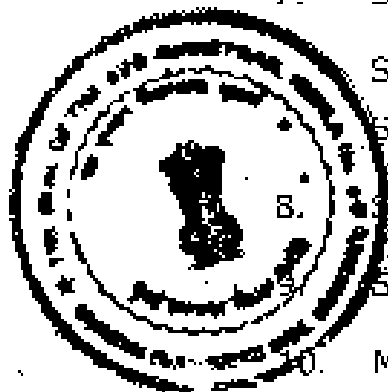
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referred to as "THE OWNERS OR THE SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its office bearers, successors and permitted assigns) of the FIRST PART;

AND

1. Smt. Jagruti Chandrakant Gandhi &
Shri. Chandrakant Ratilal Gandhi, Owners of Flat No.1;
2. Shri K.V. Easwaran, Owner of Flat No.2;
3. Shri Milin Hasmukh Shah, Owner of Flat No.3;
4. Shri. Mahendra K. Doshi, Owner of Flat No.4; &
Smt. Minaxi M. Doshi
5. Shri A. Ganesan, Owner of Flat No.5;
6. Smt. Rajeshree Bharat Doshi &
~~Shri. Bharat Laherchand Doshi~~, Owners of Flat No.6;
7. Smt. Deena Deepak Doshi
Shri. Deepak Ratanshi Doshi &
Shri. Alpesh Deepak Doshi, Owners of Flat No.7;
8. Smt. Thangam Mani, Owner of Flat No.8;
Smt. Bindu Hasmukh Shah, Owner of Flat No.9;
9. Mr. Alpesh Kantilal Thakkar &
Mr. Vishal Kantilal Thakkar, Owners of Flat No.10;
11. Shri Arvind L. Mody &
Smt. Chetna Arvind Mody, Owners of Flat No.11;
12. Smt. Mita Prakash Vora &
Shri. Prakash Chunilal Vora, Owners of Flat No.12;



Alpesh

W. C. Gaud

By

meeta

Richard K. Thakkar

Prakash

J. C. Cr

Alpesh K. Thakkar

Prakash

Alpesh

2/11/11

Prakash

W. C. Gaud

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P. B. B.

D. R. Sone

Deena

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Prakash

Prakash

W. C. Gaud

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EE68 1992
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AND:



administrators and permitted assigns) of the **THIRD PART**:

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M/S. RUDANI DEVELOPERS, a registered Partnership,
having its registered office at A, 501/502 D.S. Galaxy, Devidayal
Road, Mulund (West), Mumbai - 400 080, hereinafter called as
"**THE DEVELOPERS**" (which expression shall unless it be
repugnant to the context or meaning thereof mean and include
its partners from time to time, successor in title, executors,
administrators and permitted assigns) of the **FOURTH PART**;

a) By a Deed of Conveyance dated 15th January, 1972 registered under Serial No.185 of 72, the Society had purchased the Plot No.10 admeasuring 293 sq.mts. entered between Shriram Dattatraya Khatkol & two others therein called "Vendors" of the One Part and Jaypurna Co-operative Housing Society Ltd., therein called "The Society" of the Other Part, the Society had purchased the Plot No.10 admeasuring 293 sq.mts. And by another Deed of Conveyance dated 7th February, 1972 registered under Serial No.536 of 72 entered between Shri Madhusudan Ramakrishna Kamat & Shri Vasant Ramakrishna Kamat therein called "Vendors" of the One Part, and Jaypurna Co-operative Housing Society Ltd., therein called "The Society" of the Other Part the society had purchased Plot

2 10/10/10 J.C. 10 K.H. 10/10/10

D. W. Deery

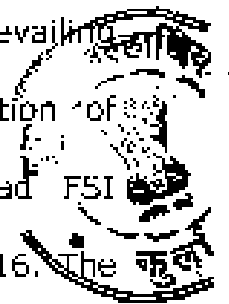
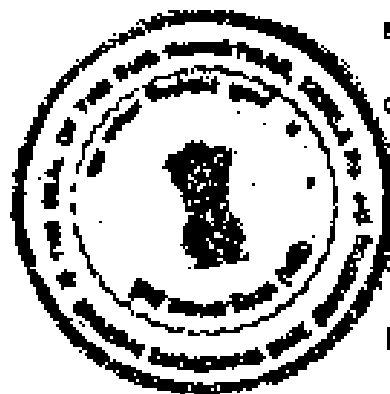
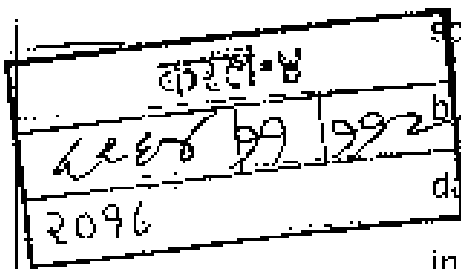
TM ²²

PMB

Index

2. *Field*

f) The Building is old and in a dilapidated condition. The society's building being 40 years old and condition of the building is very bad having structural and internal/external damages, seepage problems and to repair the building will incur huge expenditure which is beyond the capacity of the present members, and therefore the Existing members of the said Society have decided to demolish the existing structure standing on the said land and to construct a new building on the said land by re-development of the said property (by any Builder/ Developers) by utilizing the F.S.I. on the said property with premium FSI, Transferable Development Rights (T.D.R.) Fungible Rights existing building therein can also be consumed on the said property for constructing New Building thereon as per prevailing rules and regulations of the Municipal Corporation of Greater Mumbai by demolishing and the Road FSI incentive as per circular dated 16th November, 2016. The consumption of aforesaid plot's potential F.S.I., Premium FSI, T.D.R., Fungible F.S.I. and all other benefits of FSI is hereinafter referred to as the "Said FSI";



Amish

V. Gaudar

meeta J. J. J.

Chandli E. J. J.

Y. J.

Q. J.

Deena J.

J. M.

B. J.

Vishal K. Thakkar
Arish K. Thakkar
Arish K. Thakkar

Amish

Amish

Q. J.

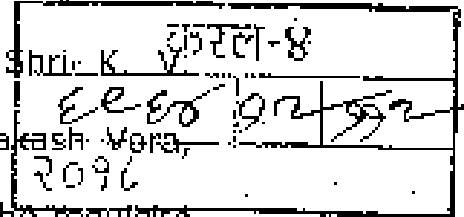
Q. J.

Amish

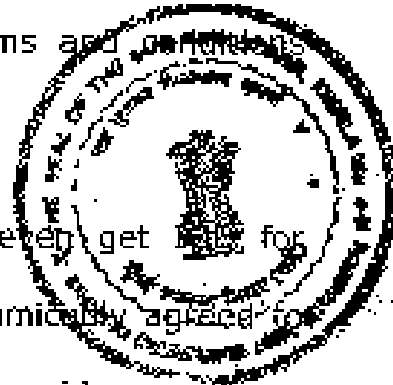
P. B. B.

Amish

- g) The General Body of the Society has at the Special General Meeting of the Society held on April, 2017 have authorized
- (1) Shri Arvind Mody, the Chairman, (2) Shri K. V. Easwaran, the Secretary, & (3) Smt. Mita Prakash Vora, Committee Member of the Society to execute the requisite documents for the said Development including this Development Agreement and Power of Attorney for Development on behalf of the Society. Copies of the said resolutions are annexed hereto.



- h) The society by a Development Agreement dated 15th February, 2014 registered under Serial No.KRL-2/1/81 of 2014 agreed to permit the Second Confirming Party to develop the said property on the terms and conditions mentioned therein
- i) The said Confirming Party could not even get title for development of the said property and amicably agreed to terminate Development Agreement of the said property.



- j) The said Building In the last 3 years has become worst and is practically unfit to reside.

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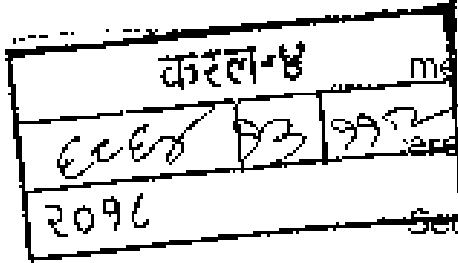
Arvind Mody *v.e. Gaudin* *meeta* *J.C. 15* *Easwaran* *meeta*

X *meeta* *Rao* *D.P.* *meeta* *A*

T.M. BMS *Vishal B. Thakkar* *APR 15 2018* *meeta* *meeta*

meeta *meeta* *X R.P. BMS* *P.A. BMS* *meeta*

- k) The society in its Special General Body Meeting held on 7th March, 2017 decided to develop the said property through some other Developers Immediately and requested the members to Identify the local Builders and Developers who are ready to develop the said property by settling with the Second Confirming Party.

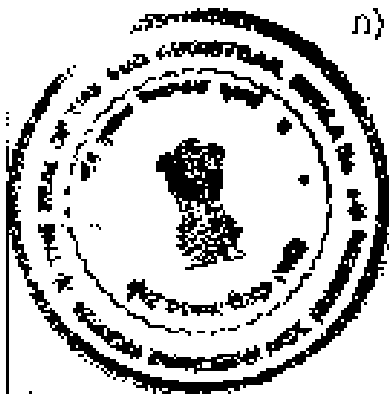


- l) The members of the society after enquiring and discussing with various Developers have finalized the name of the Developers herein and requested him to submit their proposal for development of the said property.

- m) The Developers herein has submitted the proposal on 3rd April, 2017 to the society for development of the said property.



- n) In the meeting held on 8th April, 2017 between the society and the Developers herein it was agreed that the Developers herein shall at their own cost to settle with the Second Confirming Party and that the Society and its members shall not be liable to contribute any amount towards settlement with the Second Confirming Party which was agreed by the Developers.



Amish

Amish

Meeta J.C.C.

Amish

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Amish, Thakur

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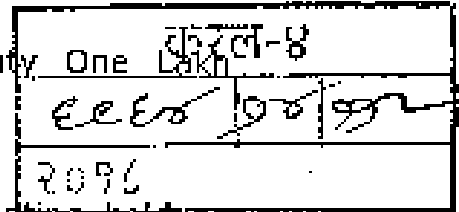
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o) That the Second Confirming Party has agreed to give up his claim to develop the said property in consideration of payment of Rs.21,00,000/- (Rupees Twenty One Lakh only).

p) The society in its Special General Body Meeting held on 22nd April, 2017 unanimously appointed the Developers herein to develop the said property on the terms and conditions hereinafter appearing.



NOW THESE PRESENTS WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS:-



1) RECITALS ARE OPERATIVE PART:

The parties repeat, reiterate and confirm the contents of the recitals and recitals contained above shall be deemed to be a part of the operative part of this agreement as if the same are incorporated herein verbatim.

2) That in consideration of the society granting and entrusting the Development Rights of the said property to the Developers agree to provide/allot newly constructed flats to all existing 12 members of the society existing carpet area of flat plus 25% additional carpet area of existing area inclusive of Fungible area free of cost on ownership basis and other benefits as mentioned in this Development

[Handwritten signatures and names of the parties involved in the agreement, including members of the society and the developers.]

Agreement and in turn the Developers shall be entitled to sell all those premises other than flats allotted to the members on their own and appropriate sale proceeds for their own benefit without giving any account to the society and its members.

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3) COVENANTS BY THE PARTIES :

ENTRUSTMENT THE DEVELOPMENT RIGHTS:

(a) The said property is not subject to any mortgage, lease, lien, charge, litigation etc., or attachment before or after judgment, or any decree or order, and no judicial or quasi-judicial proceeding is pending in respect of the said property or any part thereof before any Court or authority.

(b) The Society has entered into Development Agreement dated 15th February, 2016 with the Second Confirming Party to develop the said property.

(c) The Second Confirming Party has not done any progress to develop the said property and agreed to confirm this Development Agreement.

Abad 2-1-1940
B. 10/13/11. un. 20/1

Mez. J. C. K.

① Practical English Notes
 Deena ✓ TP

3442-
Wichita, Kansas.
Auriferous Driftway.

1. Atisha ...

Priglasenie - zvanično

R. E. Todd

W. B. E. B.

P.B.B.

Signature

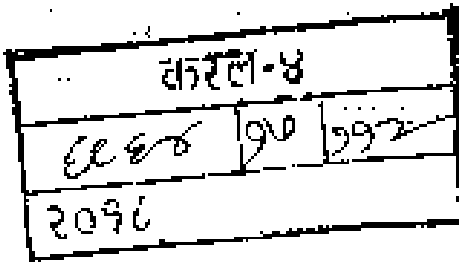
new building - 8			
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2096			

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Hand v. Lander meet J.C.G. @ Gaudin's Easton Mass
Morgan W.E.B. RAD S.R.P. DENG O.T.M.
D.W. Vickie & Plankton A.P.S.K.R. THAMES Hand S.P.O.I. Rosen macha
Q (P) R.P.O.R. N.B.L. P.A.B. (S) Paul

(h) The Developers shall develop the said Property in accordance with the rule and regulations, guidelines, directives, bye-laws, etc. of various authorities including Department of Civil Aviation. It will be Developers responsibility to do the necessary co-ordination/follow up with MCGM, MOEF, Municipal Authorities, CFO, Civil Aviation & any other public, semi public government, semi government, revenue department to obtain necessary/ required permissions /approvals/permits, NOC's, etc. for satisfactory progress & timely completion of the work. The cost of said approval and clearances shall be borne by the Developers. All the approvals/NOC shall be handed over to the Society by the Developers on completion of development of the said property.

(i) In case of any notice, circular, direction, communication, proceedings, etc is issued/adopted by any authorities concerned with the development of the said Property for any reason whatsoever including alleged breach of rules, regulations, guidelines, directives, bye-laws, sanctions, NOC's, etc. the same shall be responded and dealt with by



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the Developers at their own cost and expense and the Society, its Existing Members and/or any of its office bearers shall not be responsible in any manner. The Developers shall keep the Society, its Existing Members and its office bearers indemnified in this regard. If any of the permission / section / approval etc is revoked by any concern authority then it will be the sole and absolute responsibility of the Developers only.

(j) The Society shall execute the General Power of Attorney in favour of the partners of the Developers viz. Shri Prakash Dhanji Rudani and Shri Nirmal Prakash Rudani for the purpose of Development of the said property simultaneously with the execution of Development Agreement.

(k) IOD should be obtained within 90 months after registration of Development Agreement and Confidential Power of Attorney and CC within two month after vacating premises of all members.

4) UTILISATION OF F.S.I. / T.D.R. F.S.I & FUNGIBLE F.S.I.:

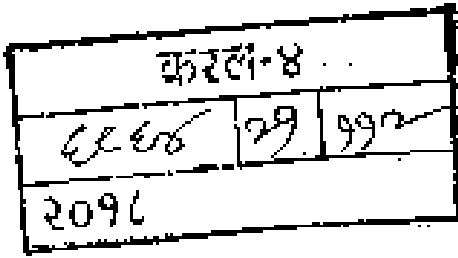
(a) The Society hereby agrees to grant the development rights of the said property to the Developers for developing the property described in the schedule

Alfred Vigoda Street J.C.R.
BIOGRAPHY Gaulle Eastern Mass
W.E.B. DUBOIS & T.J.
BY ALFRED THOMPSON.
ALFRED THOMPSON.
D. CHA
P.O.B. P.S.

Product of the Society also

able or more
aspect of the same
ed by the Society
ral Body Meeting
l that the entire

A N.G. meet J.C.Y. P Eastern meet
Mar 13th. Wed. D.H. Dec 9 A/M
B Vicki K. Thacker
Refreshments THANKS: A 27 Nov P meet
D R.P.S. F.A.B. M

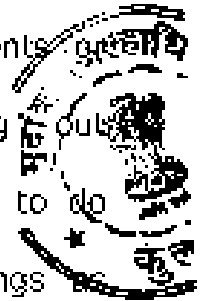


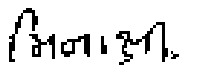
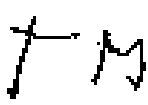
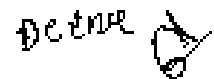
- (c) After the new premises in the new building constructed in the said Property and possession is offered to the Existing Members the balance flats shall belong to the Developers alone and the Developers alone shall be entitled for all sale proceeds. The benefit of balance FSI remains to be utilised shall belong to existing 12 members of the society and not for new purchasers of the flats in new building.

5) RE-DEVELOPMENT:

- (a) The Developers shall deal and/or correspond with the Municipal Corporation of Greater Mumbai and all authorities and including all their departments on the said property for purpose of carrying out development work thereon and in particular to do the following acts deeds, matters and things as mentioned here in below.

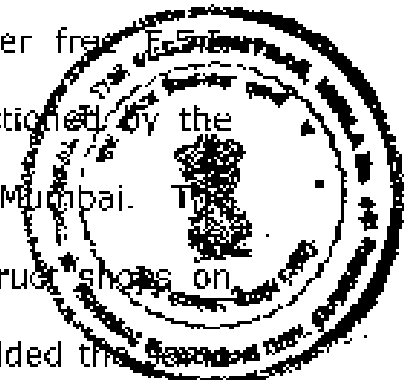
- (b) It is agreed by the Developers to demolish the existing building and thereafter construct thereon building consisting of Ground + Puzzle Parking + 14 or more upper floors or likewise and 12 existing



  meeta J.C. or  Eastern
 Anand  W.D.  D.C.
 T.M.  B.S.  Vishal  Anand  Anand
 Anand  Anand  Anand  Anand  Anand

members of the Society will be offered permanent alternate accommodation preferably on and above 1st floor. It is specifically agreed upon that all other common areas/facilities such as terrace, staircase, compound wall, provision for one car parking space for every existing member, etc. (more peculiarly defined in "list of amenities") shall be property of the society & the ultimate society of existing members & incoming members shall deal with the same. Further it is also agreed upon that the Developers shall construct one office room and one toilet for service staff's use, society office & meter room for the society absolutely free of cost as per free Easements provisions & as per plans to be sanctioned by the Municipal Corporation of Greater Mumbai. The Developers shall be entitled to construct shops on the Ground Floor of new building provided the same is feasible. The shops if constructed shall be sold to such person who will run the business in the shop without creating any nuisance.

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(c) The Developers shall develop the said property more particularly described in the Schedule hereunder written by constructing a new building by utilizing all available F.S.I. in any form and by purchasing the additional F.S.I. that shall be granted by the said authority at their cost and expenses. It is clearly understood between the parties that at no time the Society or individual member of the Society will be asked to contribute towards any financial liabilities during the time of construction i.e. till grant of Occupation Certificate.

6) - PERMANENT ALTERNATE ACCOMMODATION AREA:

(a) In consideration of the Society granting Development Rights of the said Property to the Developers, and more particularly described in the second schedule hereunder written, the Developers shall allot to each members the new Permanent Alternate Accommodation of existing carpet area plus 26% additional area inclusive of Fungible area free of cost on ownership basis with one Mechanical Parking space for each member.

space for each member.

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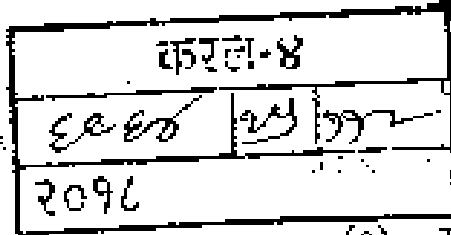
Monika W.D. R.D. Devi

T.M. B.D. Atulya Devi

R.P.D. P.D.B. Atulya Devi

- (d) Amenities to be provided by Developers and approved by the Society and the Existing Members.

The list of such amenities as annexed hereto as "list of amenities".



- (e) The Developers shall execute Permanent Alternate Accommodation Agreement with the Existing Members at the time of vacating the premises and which shall be treated as their individual title document for the proposed Permanent Alternate Accommodation. The costs and charges and expenses of the said Agreement and the stamp duty and registration of agreement thereof shall be borne and paid by the Developers.



HARDSHIP ALLOWANCE:

- (a) It is agreed by the Developers that they will provide Hardship Fund to the Existing Members individually by Account Payee cheque at the rate of Rs.1000/- [Rs. One thousand only] per sq.ft. of Carpet Area;

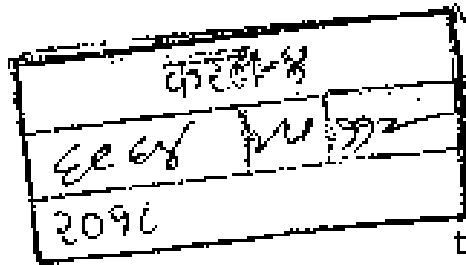
- (b) The said Hardship fund will be paid in three instalments which is as follows:-

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- (b) The said monthly compensation of initial period of 12 months shall be given by 12 Post Dated Cheques (PDC) of monthly compensation at the time of vacating the premises and further 12 months PDC for next 12 months compensation after completion of 2 months and so on. It is Developers responsibility to handover the said PDC Cheque to the address given by the existing members.



- (c) The aforesaid monthly compensation shall be payable to all the Existing Members till the construction of permanent accommodation in the new constructed building is ready and Occupation of the proposed new building is offered in writing to the members of the Society.

- (d) The Developers shall pay one time brokerage to each of 12 existing members of the society equal to one month's compensation [Rs.65/- per sq.ft carpet area] towards the brokerage for acquiring temporary alternate premise at the time of vacating the flats.

- (e) The Developers shall pay the sum of Rs.15,000/- as one time to and for transportation charges to each of 12 existing members at the time of vacating their respective premises.



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9) BANK GUARANTEE:

It has been agreed that Instead of giving security by way of Guarantee the Developer shall secure the society and its members as under:-

(i) That the Developer shall secure the society by not selling or booking flat No.102, 1st Floor, admeasuring 446 sq.ft. of carpet area in the new building to be constructed by the Developer therein.

(b) The Society and its members have agreed that the said security of the said Flat No.102 shall come to an end after getting completion of RCC work and Plastering of Internal and external walls of entire building and thereafter, the Developer shall be entitled to sell the said Flat No.102 without taking any NOC from society members.

10) TIME LIMIT AND PENALTIES:

(a) If the Developers fails to hand over possession of the 12 flats within 30 + 6 months [grace period], the said period for no convincing reasons, then the society shall be entitled to receive compensation of Rs.1,00,000/- (Rupees One lakh only) per month for the delayed period from the Developers.

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The Developers shall handover possession of premises only after obtaining the Occupation Certificate. It is agreed that if delay is caused due to dispute created by any member or due to any order of court or charge of policy or restriction imposed by Government or MCGM, then such period for which work is stopped shall be taken in to consideration and period shall be extended and Developers shall not be liable for any damages.

(b) It is further agreed between parties hereto that upon written intimation by the Developers to Member/Owner for their respective premise ready for occupation such Members/Owner shall take possession within 15 days from such written intimation and if for any reason whatsoever Members/Society fail to take possession of their respective premises the Developers shall not be responsible to pay further months compensation to Member/Owner.

(c) The Developers shall apply for the Building Completion Certificate simultaneously when they offer possession to the Existing Members of the Society.

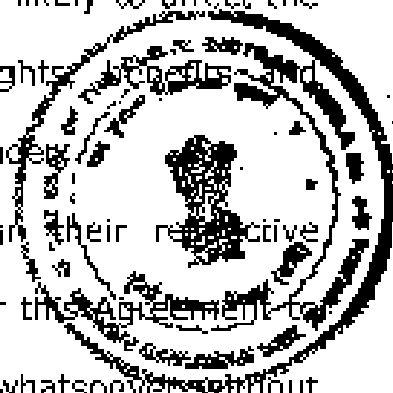
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11) COVENANTS BY THE SOCIETY AND ITS MEMBERS:

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

- (a) They will from time to time and as may be deemed necessary and legally required by the Developers, be bound and liable to render, give and provide to the Developers, all assistance, documents and Information, and to sign and execute all papers, writings, deeds and documents in respect of or relating to the Project within 15 days from receipt of such request;
- (b) They will Immediately communicate in writing to the Developers any information which may come to their knowledge, which may or is likely to affect the project and/or prejudice the rights, benefits and interest of the Developers hereunder;
- (c) They will not transfer or assign their respective rights, benefits or interests under this Agreement to any other person on any basis whatsoever without the prior consent of the Developers and the Developers shall also undertake to give their consent without objecting/demanding anything from the

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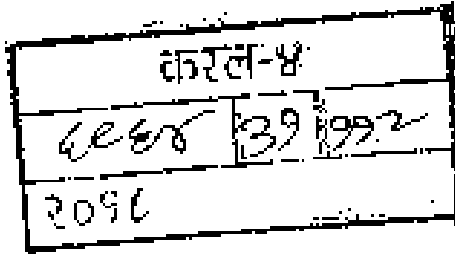
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- (d) The Society and/or any of its Members have not mortgaged or created any charge in respect of the said property and /or premises the same is free from all encumbrances and shall be handed over for development to the Developers as unencumbered property.



- (e) They will not put any obstruction to construction activities to be carried on by the Developers. The Society further agree to vacate their existing rooms with family members and belonging within 60 days from (i) the Developers obtaining Intimation of Disapproval (I.O.D.) from authorities of Municipal Corporation of Greater Mumbai and intimate to all members of the Society in writing. If the members of the Society fail to comply above condition then the Developers is not bound to complete construction within stipulated period of 30 Months + grace period of 6 months. It is agreed that the period of 36 Months shall start from date of Issue of Commencement Certificate. If any member of the society fails to vacate and handover the possession of his respective premises after this total period of 60 days, then under such circumstances, the society



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(by themselves or through the Developers) have the right to levy Liquidated Damages of Rs.1,00,000/- (Rupees One Lakh Only) per month to that particular member which will be adjusted against that member's Hardship Allowance without prejudice to the rights of Developers to file the Csue for appropriate order.

(f) That during the period of construction i.e. after issue of Commencement Certificate the construction is stopped due to act of the member or due to legal proceedings adopted by the member, then the period for construction shall be accordingly extended by the society.

12) COVENANTS BY THE DEVELOPERS :

(a) The Developers shall carry out the redevelopment work in accordance with the D.C. Regulations, B.M.C., MHADA Act and all concerned authorities and the Society will not be responsible for any breach if any committed by the Developers and the Developers shall indemnify the Society/their members against any objection if any raised by any of the concerned authorities.



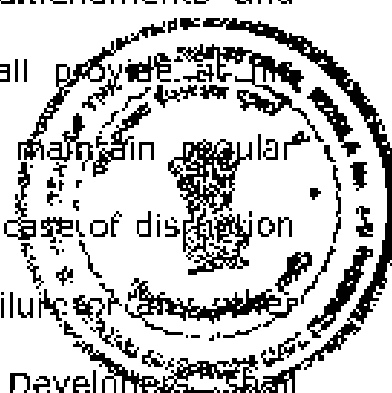
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precautionary, measures such as safety and security to their workmen as well as inmates of the said properties and the Developers shall be responsible for any acts of commission and/or omission if any person claiming through them, the Developers shall also insure the workmen and/or labourers and indemnify the Society and their members in that regard.

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- (f) The complete installation which the Developers is to undertake for his on-site power supply shall conform to the Indian Electricity Rules 1966 and Indian Electricity Act 1910 with latest amendments and specifications. The Developers shall provide at his own cost portable generators to maintain regular power supply for his operations in case of disruption of power supply due to sudden failure or any other unforeseen circumstances. The Developers shall indemnify and keep harmless the Society from any liability, either legal or financial, for damages or delay causes to the Developers on account of the failure of power supply.



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(g) It has been undertaken by the Developers that Mr. Prakash Dhanji Rudani and Mr. Nirmal Prakash Rudani would continue to be the partners of the Developer's firm till the entire redevelopment work is over and under no circumstances shall they either retire/resign or get disassociated with the Developers firm for any reason whatsoever.

1.3) INDEMNITY BY THE DEVELOPER:

(a) The Developers shall be entitled to proceed with the development of the said property as hercinabove provided and the Developers shall throughout the period of development save harmless and keep indemnified the Society from and against all actions, suits, costs, charges, expenses, damages etc resulting on account of any act of omission or any breach, delay or default on the part of the Developers in developing the said property or any Rules and Regulations, terms and conditions or otherwise.

(b) The Developers shall not to make any claims on the basis of the present Development Agreement after the expiry of the 36 months from date of issue of Commencement Certificate.

Commencement Certificate.

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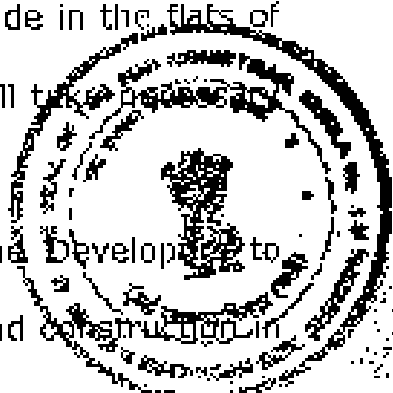
14) PLANS:

(a) After execution of this Development Agreement, the Developers shall give proposed plan to be applied to the concerned authorities. Such plans shall be approved by the Society with majority within 10 days of furnishing copy of the same to the Society.

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(b) The Developers shall be entitled to modify the approved building plans as they may deem fit provided the same does not affect (i) the area given to the Existing Member, (ii) location of new premises agree to be allotted to members, or (iii) floor of premises of Existing Member. However, if any changes or alterations are to be made in the flats of members, then the Developers shall take necessary consent from such member.

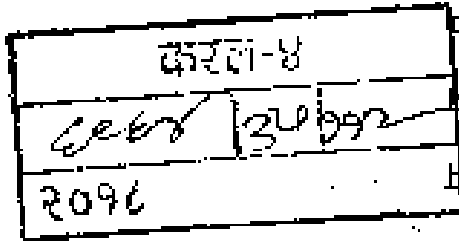
(c) It shall be the responsibility of the Developers to complete the entire development and construction in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai.



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- (d) The slab-to-slab height of the Residential Floors shall be at least 2.8 mts. i.e. 9.5 feet as per civil aviation and MCGM norms. It is agreed by and between the parties that in any of the cases the clear height between finished ceilings to finished floor shall not be less than 9.5 feet.



15) RIGHT TO ENTER PROPERTY:

The Society shall grant the Developers & their staff license to enter upon the property for the purpose of development for following activities viz.:

- (a) To carry out the requisite and preparatory development work on the said property.
- (b) Put up the development of the said Property as per the plans thereof that may be approved and sanctioned by the Municipal Corporation of Greater Mumbai.



16) DEPOSITS AND OTHER FEES:

- (a) The Society hereby authorize the Developers to keep deposits, securities, fee, etc., in their name and on the Developers fully complying the said condition of I.O.D. and Completion Certificate and all approval by

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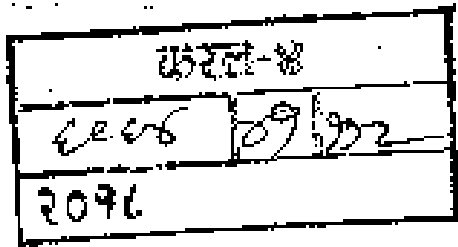
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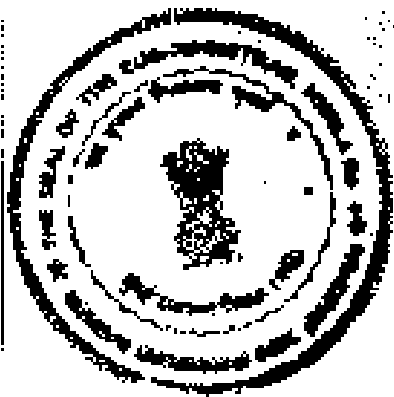


(vi) Bills of various contractors/agencies engaged in construction work; Bills of Suppliers of building materials and all fittings and fixtures; and will be fully responsible for payment GST or any other Tax under the works contract, turn over tax as well as service tax and/or other tax, which may be liable to be paid on account of transaction, contemplated by this agreement;

(vii) Wages and salaries of workmen and others engaged in construction work; the Developers shall indemnify the Society/members from and against all actions, costs, claims, demands that may be made or raised on the society as a result of said construction activity and on account of the Developers as provided here;

(viii) Bills for water and electricity consumed in construction work;

(ix) Charges payable to the concerned authorities for obtaining electricity and water connections to the said new building;



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- Seal of the Department of the Army, United States of America. The seal features a central shield with a figure, surrounded by the text "DEPARTMENT OF THE ARMY" and "UNITED STATES OF AMERICA".

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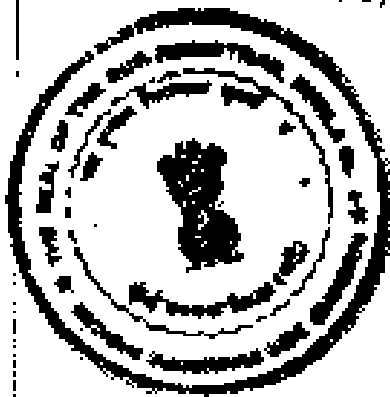
It is further agreed by owner that after they occupy newly constructed premises in building constructed by the Developers, they shall pay all taxes and charges to concerned authorities effective from the date of taking occupation as prevailing rule and regulation and hereby indemnify and keep indemnified the Developers for same.

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(f) The Developers shall make his own arrangements for the obtaining of construction water supply and electrical power to meet his requirements. The entire cost for the same shall be borne by him including the charges for monthly consumption and a copy of the receipt of the same shall be furnished to the society.

18) SALE BY THE EXISTING MEMBERS:

(a) In the event any of the member sells his/her present unit or new unit agreed to be provided by the Developers to the members of the Society, such new purchasers shall be bound by the terms & conditions of this Agreement as also by the Individual Permanent Alternate Accommodation Agreement between the Developers & the Existing Member.



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(b) The Developers will enter into separate Agreements for Sale of the new commercial and residential premises, shops, Office and Basement with the Purchaser and the costs, charges and expenses in respect thereof including stamp duty and registration charges will be borne and paid by the new Purchaser of commercial and residential premises, shops, Office and Basement.

(c) The Developers covenant that they will not sell any residential/ commercial premises to any person who intend to use the premises for hotel, hostel, religious place, maternity home, hospital, beauty parlor, nursing home, coaching class, noise pollution creating activity, etc. all such activities are banned in the society premises and will be binding on all the existing members as well as new purchaser/s.

(d) The new Purchaser/s of the said residential flats/commercial premises shall be admitted as member of the Society provided that they are eligible to be member and they comply with all the requirements under M.C.S. Act 1960, the Rules framed there under and the bye-laws of the Society.

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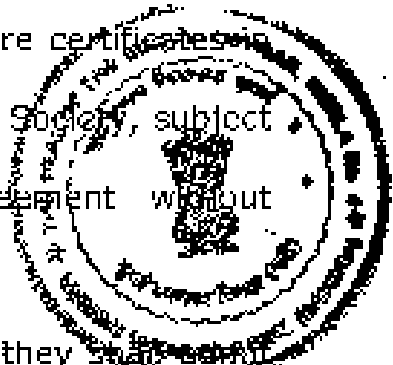
(e) The Developers shall not give possession of the flats/shops sold to prospective new buyers until & unless possession of the flats allotted to all the present members of the society are offered to existing members first as per terms and conditions of this agreement.

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(f) The Purchasers of the flats/shops in the additional construction shall be admitted as a member of the Society, who shall abide by the Bye-laws and other Rules and regulations applicable by the Society and shall also pay the outgoings of the Society regularly.

(g) It is expressly agreed by and between the parties hereto that all the Purchasers of the flats/shop sold by the Developers pursuant to the powers herein conferred shall be admitted as the members of the Society and also be allotted the share certificates in accordance with the bye-laws of the Society, subject to Clause No.19(c) of this Agreement without charging any premium.

(h) It is agreed on part of society that they shall admit the proposed buyers of the shops, offices and flats as members of the society on charging share amount and membership fee per member, subject to clause No.19(c) of this Agreement.

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BY Virshak Thakur ALPESH K. THAKUR
Almond 2096 P.B.B. meeta

(i) It is agreed and understood by and between the Society and the Developers that in the event of any of the existing occupants, being desirous of purchasing additional flat in the proposed reconstructed building, the said occupants shall within 15 (Fifteen) days from the date of this Agreement inform the Developers in writing of their desire to purchase additional flat in which event, the said member shall pay for the additional flat, that is to say at the rate as may be mutually agreed between such member and Developers which will be discounted to the extent of 5% of the than market rate and the said Agreement for Sale shall be similar as that will be entered with Purchasers of the premises.

(j) The Developers shall be liable to pay maintenance charges of unsold flat.

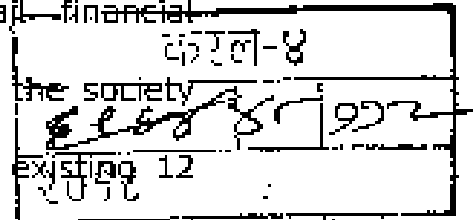
20) LOANS:

(a) The Society has no objection and hereby consent that Developer shall be entitled to avail loan/financial facility from the Bank/Financial Institution by mortgaging the




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salable area to be constructed therein except the area of permanent alternative accommodation of existing 12 members. The Developers shall not avail financial facility/loan/mortgage against the property of the society and permanent alternative accommodation of existing 12 members. In case the developer fails to complete redevelopment for any reason then the new prospective purchaser, in the salable area of the developer, shall not have any claim on society or its existing 12 members. This will be included in the General Power of Attorney granted to the Developer by the society.



- (b) That the Developer shall be entitled to take loan in respect of the salable premises by mortgaging the salable premises to be constructed in the New Building.

The Developer has right to grant NOC for its saleable area on behalf of the Society to mortgage for its saleable area. Prospective Purchasers to avail Loan/Financial Facility and to execute necessary consent Letter and NOC on behalf of the Society. It is made clear that the Prospective Purchasers of the new premises in saleable area of the developer alone shall be responsible to clear the loan.



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(b) The Developers shall not be responsible to pay damages or pay for defects provided the members and the society have made any structural additions, alterations and changes to their respective premises and by the society in the building.

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22) The society shall be entitled to terminate this Agreement provided the Building is not completed substantially i.e. more than 50% of the construction of the building within the agreed period of time in this Agreement after giving 3 months prior notice to the Developers to complete the construction. If the Developers fails to comply with the requisition, then the society may terminate the Agreement and complete the construction through some contractor at the cost of Developers.

23) The First Confirming Party being the members of the society agree and confirm the terms of this Agreement and have executed this Agreement after fully undertaking the terms and conditions herein and agree to co-operate with the society and Developer in the matter of Development of the property.

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24) The Second Confirming Party agrees and covenants as under:-

i) That the Second Confirming Party has not created any encumbrance of whatsoever nature by way of booking, selling and/or creating any encumbrance of whatsoever nature.

ii) That there is no prohibition to confirms this Development Agreement.

iii) That they have not entered into any Agreement or MOU to assign the rights created by the society In its favour to develop the property under Development Agreement dated 15th February, 2016.

iv) That there is no order of attachment or decree passed against them pertaining the said property.

v) That the Second Confirming Party hereby agrees to that they do not any objection or will not raise any objection in the process of Redevelopment of Society Building. The Developer hereby confirm that, they will honour payment of 21 lakhs and as agreed final.

25) MISCELLANEOUS:

(a) It is agreed by and between the parties that, the name of the Society after redevelopment shall not be changed and shall be the same as Jaypoorna Co-operative Housing

shall be the same as Jaypoorna Co-operative Housing

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- (b) The Developers shall provide the garbage/solid waste disposal system as per MCGM norms.
- (c) All stamp duty and registration charges etc. in respect of execution of this Agreement and all such other agreements executed between the existing members, the Society and the Developers shall be borne and paid by Developers alone.
- (d) The Developers shall be permitted at its own cost to construct Site Offices, stores and other facilities, such as canteens, toilets, etc. all to comply with the Society's requirements. Any necessary Municipal permission and costs shall be obtained and borne by the Developers respectively and any changes/cost for these temporary structures shall be borne solely by the Developers.
- (e) Objects of Antiquity: All objects of value or antiquity found on the Site shall remain the property of the Society and any such find shall immediately be reported to the Society.
- (f) Night Work: Night work would not be permitted on the site unless all necessary permissions are sought.
- (g) Identifying Defects: The Developers shall depute at Site a full time, qualified (Degree Holder), Engineer, approved by

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the Municipal Corporation or local authority as per statutory requirements to supervise the Project and to be maintained until completion of the Project. The responsibility of an Engineer to notify the Developers/and the Society regarding any defects found in their inspection report in writing only.

(h) Tests: The Developers will at its own cost carry out all the testing works of the materials, as required from time to time. The Quality Control Norms for the entire construction should meet up with the relevant I.S. codes.

(i) The Society shall not be liable for any damage and/or loss, to the Developers plant, machinery and equipment and the Developers shall ensure that the same are covered by Insurance prior to bringing the same to the Site.

(1) The Society shall jointly and severally give Irrevocable Power of Attorney to develop the said property to the partners of M/s. RUDANI DEVELOPERS being Mr. Prakash Dhanji Rudani and Mr. Nirmal Prakash Rudani.

(k) The Developers covenant that they themselves will develop and complete the said Redevelopment project and they shall not transfer, assign their right to any third party.



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The Developers also conveys that the said project cannot be amalgamated with the neighboring plot and shall be develop alone.

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(I) This Agreement has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to jurisdiction of Mumbai Courts of Law.

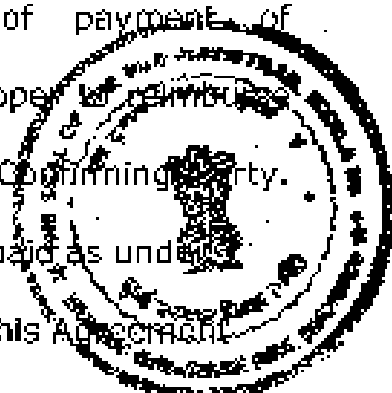
26) The Developers shall register the Project under the Provisions of RERA and will be bound by the rules and regulations therein.

27) The Second Confirming Party hereby agrees and confirms that they confirm the grant of Development Rights by the said society and First Confirming Party in favour of the Developer herein in consideration of payment of Rs.21,00,000/- to be paid by the Developer to reimburse the expenses incurred by the Second Confirming Party.

The said sum of Rs.21,00,000/- shall be paid as under:

i) Rs.8,00,000/- On execution of this Agreement (the payment and receipt whereof the Second Confirming Party admits and acknowledges)

ii) Rs.13,00,000/- PDC dated 31/12/2018 Chq no- 244149, branch - Karnataka Bank, Mulund (West)



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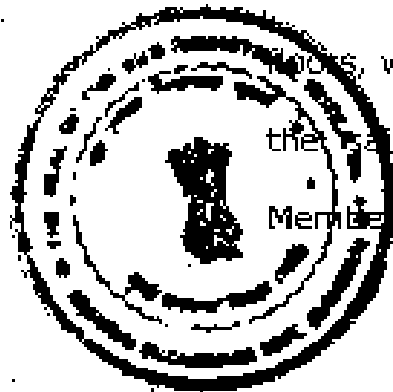
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THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the Jaypooma Co-operative Housing Society Ltd., having Ground + 3 (Three) upper floors situated at Plot No. 10 & 11, Goshala Road, Mulund (West), Mumbai - 400 080 on land bearing City Survey No. 580/A (part) of Village Nahur, in the Registration sub - district of Mumbai Suburban District, Kurla Taluka, admeasuring 586.00 Sq. Meters or thereabouts together with the structure thereon comprising of ground and three upper

floors, which is consisting of 12 residence tenements situated on the said land which is use and occupied by the Existing Members:



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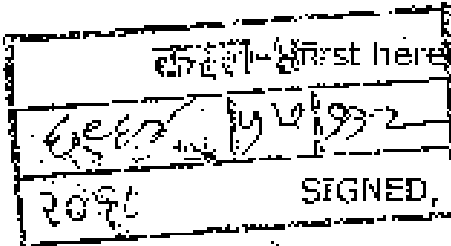
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J.J. B.H. Noel P.D.B. Hanna

D M Rebel

IN WITNESS WHEREOF the parties hereto have hereunto
set and subscribed their hands to this writing on day and year

First hereinafter written.



SIGNED, SEALED AND DELIVERED BY

THE WITHIN NAMED "SOCIETY"

JAYPOORNA CO-OPERATIVE HOUSING

SOCIETY LTD., through their office bearers

Pursuant to a resolution of its General Body

Passed at its Special General Body Meeting

Held on 30 - May -, 2018

By **Shri Arvind Mody, the Chairman**

For Jayporna Co-op. Hsg. Sty. Ltd.

Secretary

Chairman/Com. Member

Shri Viraj Gandhi, the Secretary

For Jayporna Co-op. Hsg. Sty. Ltd.

Secretary

Chairman/Com. Member

Smt. Mita Prakash Vora, Committee Member

For Jayporna Co-op. Hsg. Sty. Ltd.

Secretary

M. P. Vora
Chairman/Com. Member

in the presence of

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