DEVELOPMENT AGREEMENT

BETWEEN

ANUVIDNYAN NAGAR CO-OP. HOUSING SOCIETY LTD.,

&

M/s. MAKWISE HOME LLP

Receipt (pavti)

369/7632
Monday,April 25 ,2022
7:38 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 8646 दिनांक: 25/04/2022

गावाचे नाव: मानखुर्द
दस्तऐवजाचा अनुक्रमांक: करल1-7632-2022
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मेसर्स मैकबाइस होम्स एलएलपी तर्फे डेसिग्नेटेड पार्टनर दिनेश टी पुरोहित

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 8000.00
पृष्ठांची संख्या: 400	
एकूण:	रु. 38000.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
7:56 PM ह्या वेळेस मिळेल.

दु. निबंधक कुर्ला 1
(प्र) सह. दुय्यम निबंधक
कुर्ला-१ (वर्ग-२)

बाजार मुल्य: रु.197919000 /-
मोबदला रु.236277000/-
भरलेले मुद्रांक शुल्क : रु. 12049215/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2504202206656 दिनांक: 25/04/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2504202206770 दिनांक: 25/04/2022
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2504202206705 दिनांक: 25/04/2022
बँकेचे नाव व पत्ता:
4) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2504202206865 दिनांक: 25/04/2022
बँकेचे नाव व पत्ता:
5) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000891271202223P दिनांक: 25/04/2022
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN	MH000891271202223P	BARCODE	Date	22/04/2022-15:01:41	Form ID	25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABNFM2077M
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	Full Name	MS MAKWISE HOMES LLP
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO. 178 PART 179 PART AND 174 PART
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Registration Fee	30000.00	Road/Street	AGARWADI MANKHURD TROMBAY
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 8 8
		Remarks (If Any)	SecondPartyName=ANUVIDNYAN NAGAR CHS LTD~
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 10000502022042202013 1908716908728
Cheque/DD No.		Bank Date	RBI Date 22/04/2022-15:02:36 Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

DEFACED ₹30000.00 DEFACED

THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DIST. (BANDRA)

कुरला - १

Department ID :

Mobile No. : 8767425628

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-369-7632	0000546407202223	25/04/2022-19:37:38	IGR197	30000.00
			Total Defacement Amount		30,000.00

Print Date 25-04-2022 07:39:12

CHALLAN
MTR Form Number-6

GRN	MH000891271202223P	BARCODE	Date	22/04/2022-15:01:41	Form ID	25.1

Department	Inspector General Of Registration
Type of Payment	Stamp Duty Registration Fee
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1
Location	MUMBAI
Year	2022-2023 One Time

Account Head Details	Amount In Rs.
0030063301 Registration Fee	30000.00
Total	30,000.00

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	ABNFM2077M
Full Name	MS MAKWISE HOMES LLP
Flat/Block No. Premises/Building	CTS NO. 178 PART 179 PART AND 174 PART
Road/Street	AGARWADI MANKHURD TROMBAY
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 0 8 8

Remarks (If Any)

SecondPartyName=ANUVIDNYAN NAGAR CHS LTD~

Amount In Words: Thirty Thousand Rupees Only

कुरला - १
6/22 2 000
2022

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	10000502022042200131 19867 16908728
Bank Date	RBI Date	22/04/2022-15:02:30 Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA
Scroll No. , Date		Not Verified with Scroll

Department ID :
Mobile No. : 8767425628

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
खदर दलण केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Print Date 22-04-2022 03:26:18

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2504202206865	Receipt Date	25/04/2022

Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7632 dated 25/04/2022 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	25/04/2022
Bank CIN	10004152022042506351	REF No.	2758978204
Deface No	2504202206865D	Deface Date	25/04/2022

This is computer generated receipt, hence no signature is required.

कुर्ला - १
७६३२ | ३ | २०००
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THE SEAL OF THE SUB REGISTRAR KURLA

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2504202206656	Receipt Date	25/04/2022

Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7632 dated 25/04/2022 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	25/04/2022
Bank CIN	10004152022042506159	REF No.	2758975734
Deface No	2504202206656D	Deface Date	25/04/2022

This is computer generated receipt, hence no signature is required.

कुरला - १
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THE SEAL OF THE SUB REGISTRAR KURLA

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2504202206770	Receipt Date	25/04/2022

Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7632 dated 25/04/2022 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	25/04/2022
Bank CIN	10004152022042506265	REF No.	2758977270
Deface No	2504202206770D	Deface Date	25/04/2022

This is computer generated receipt, hence no signature is required.

कुरला - ५
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SUB REGISTRAR KURLA

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2504202206705	Receipt Date	25/04/2022

Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7632 dated 25/04/2022 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	25/04/2022
Bank CIN	10004152022042506200	REF No.	2758976548
Deface No	2504202206705D	Deface Date	25/04/2022

This is computer generated receipt, hence no signature is required.

करण - १
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THE SEAL OF THE SUB REGISTRAR KURLA-1

कुर्ला - १
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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2504202206865	**Date**	25/04/2022
Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	IBKL	**Date**	25/04/2022
Bank CIN	10004152022042506351	**REF No.**	2758978204
This is computer generated receipt, hence no signature is required.			

कुर्ला - १
U832 C 600
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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2504202206705	**Date**	25/04/2022
Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	IBKL	**Date**	25/04/2022
Bank CIN	10004152022042506200	**REF No.**	2758976548
This is computer generated receipt, hence no signature is required.			

करला - १

६९३२ ₹ ३००

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THE SEAL OF THE SUB REGISTRAR KURLA

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2504202206770	**Date**	25/04/2022
Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	IBKL	**Date**	25/04/2022
Bank CIN	10004152022042506265	**REF No.**	2758977270
This is computer generated receipt, hence no signature is required.			

कुरला - १

७९३२ | ९० | ००

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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2504202206656	Date	25/04/2022
Received from MAKWISE HOMES LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	IBKL	Date	25/04/2022
Bank CIN	10004152022042506159	REF No.	2758975734
This is computer generated receipt, hence no signature is required.			

करल - १

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THE SEAL OF THE SUB REGISTRAR KURLA

१) शासन परिपत्रक क्रमांक, २०००/९४/प्र.क्र.२५/म-१, दि. २४/३/२०००.
२) मो.म.नि.अ.मु.नि., पुणे यांचे पत्र क्र.का-३/संगणक/मुद्रांक पावती दुरुस्ती/०६/३९९, दि.४/१०/२००६.

KPF 2019

HEAD OFFICE : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001
OFFICE : COLLECTOR OF STAMP (KURLA), NEW ADMINISTRATIVE BUILDING, GROUND FLOOR, RAMKRISHNA, CHEMBURKAR MARG, MUMBAI-400 071. COLLECTOR OF STAMPS KURLA **B 064259**

RECEIPT FOR PAYMENT TO GOVERNMENT **NOT TRANSFERABLE**

CNT-1 ADJ-250 22/04/2022

M/S MAKEWISE HOMES LLP

Receipt No. Receipt Date :

ADJ FEE

Received From :

On Account of :

22 APR 2022

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
	MH00040302920222238				

PAID BY GRAS CRN NO

ADJ/1100001/250/22/K

करल - ९
Rs.100

DELIVERED 22 APR 2022

Case No.

Lot No. : Lot Date : Total :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	Hearing Date on :			

27 MAY 2022

DELIVERED

Rs. 100.00 ONE HUNDRED ONLY **Total :**

Rs.: Rupees :

FOR COLLECTOR OF STAMPS, KURLA
NEW ADM. BLDG. R.C. MARG, CHEMBUR, MUMBAI - 71

Cashier / Accountant **Signature / Designation**

Department of Registration & Stamps
Government of Maharashtra

नोंदणी व मुद्रांक विभाग
महाराष्ट्र शासन

Adjudication Acknowledgement Receipt

Your Request for Adjudication is Registered Successfully!!

Thanks, M/S. MAKWISE HOMES LLP for your registration on Stamp Adjudication Application on 11/04/2022

Adjudication Token No. is :	**Adj/2022/326344**
Request submitted to	**Collector of Stamp Kurla**

Note : Kindly note your Adjudication Token No. for further references.

An SMS has been send to 8767425628 , as provided by you.

Prepared by Stamp Adjudication Application on 11/04/2022

करल - १

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THE SEAL OF THE SUB REGISTRAR KURLA

करण - 9		
6892	98	400
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मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

तळमजला,नविन प्रशासकीय इमारत,आर.सी. मार्ग,चेंबूर मुंबई-७१

जा.क्र/ मुजीकु / आदेश / 1881 / 22 दि. 22/04/22

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक **ADJ/1100901/250/2022/k** अन्वये पक्षकार M/s Makwise Homes LLP यांनी दिनांक 11/4/2022 रोजी **Development Agreement** चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

Particulars	Description
Date of execution	Unexecuted
Type of Document	Development Agreement
The Society	Anuvidnyan Nagar CHS Ltd
The Developer	M/s Makwise Homes LLP
Detail of the Property	
Village	Mankhurd
Taluka	Kurla
Plot Area	3631.70 Sq.Mtrs.
C.T.S No	CTS No.178(par),179(part),174(part), Village Mankhurd
Zone 2022-23	101/479 Mankhurd
Rate per sq.mtr	
Land Rate	Rs. 30,580/- + 10% = Rs. 33,638/-
Const.Cost	Rs. 30,250/-
Flat Rate	Rs. 66,270/-

कुर्ला - १
७६७२ ११ २००
२०२२

संबंधित दस्तावाबत सहाय्यक नगर रचनाकार यांनी खालील प्रमाणे अहवाल सादर केला आहे.

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त् हा Development Agreement चा दस्त् असुन निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसुन येते की, दस्तात नमुद Sheduled नुसार भुखंडाचे एकुण क्षेत्र ३६३१.७० चौ.मी आहे. त्यावर सोसायटीची जुनी इमारत असुन त्यामध्ये एकुण ३६ सदनिका आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकुण १६९०.२६ चौ मी अस्तित्वातील बाधिव क्षेत्र असुन सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास एकुण २८००.०० चौ.फुट कारपेट म्हणजेच २९४४.२४ चौ मी बाधिव क्षेत्र विनामुल्य देणार आह, तसेच ३६ कार पार्कीग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बॉकरेज व शिप्टींग चार्जेस इत्यादी देणार असल्याचा उल्लेख आहे

दस्तासोबत अर्जदार यांनी बृहन्मुंबई महानगरपालीकेचा D P Remarks व त्यासोबत असलेला block Plan जोडलेला आहे. सदर भुंखंडास १८.३० मी व १८.३० मी रुंदीचे अस्तित्वातील रस्ते असुन त्या अनुषगांने प्रचलित मार्गदर्शक सुचना क्रमांक ३२ नुसार वार्षिक मुल्य दर तक्यातील जमिन दर ११०% विचारात घेणे आवश्यक आहे.

उपरोक्त् बाबी विचारात घेता भुखंडधारक मिळणा-या बांबीचे मुल्य् हे जमिन मालकास मिळणा-या हिश्श्याचे मोबदल्याचे मुल्य् म्हणुन विचारात घेणेत येत आहे. तसेच सदर भुखंडावर

अनुज्ञेय असलेला मुळ FSI, TDR आणी Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखडंधारक यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

सबब प्रस्तुत प्रकरणी बाजारमुल्य मार्गदर्शक सुचना व सन २०२२ - २०२३ नुसार मुल्यांकन खालीलप्रमाणे

Net Plot Area-							**3631.70**
Permissible FSI (AS PER DCPR 2034, RULE 30 TABLE 12)-							2.40
Permissible Builtup area							8716.08
Fungible FSI (35%)							3050.63
Permissible Builtup area -							11766.71
		Builtup area (Sq.mt)				Value in Rupees	
Basic 1 FSI	3631.70	3631.70	X	33638			₹ 12,21,63,125
Premium Paid Addl.FSI	1815.85	1815.85	X	33638	x	0.65	₹ 3,97,03 [illegible]
TDR	3268.53	3268.53	X	33638	x	0.70	₹ 7,69,62,[illegible]08
Fung.FSI	3050.63	3050.63	X	33638			₹ 10,26,17,025
Total	11766.71						
							₹ 34,14,45,933 A
Less Value of Fungible FSI premium							
3050.63		1690.26	x	35%		591.59	₹ 2,63,19,073 B
2459.04	x	30580	x	35%			
TOTAL VALUE							₹ 31,51,26,860
Nos of Society member							36
Area retained by Society							2944.24
Bal area available to developer							8822.47
11766.71 /	2944.24						
Value of Developers area							₹ 23,62,76,505
₹ 31,51,26,860 /	11766.71	X	8822.47				
					Say	**Rs.23,62,77,000/-**	

CONSIDERATION

Const. cost of area retained by Owmer -						₹ 9,35,16,423 A
2944.24	X	30250	X	1.05		
Rent						₹ 4,36,35,240 B
30000	X	36	X	11	11880000	
33000	x	36	x	11	13068000	
36300	X	36	X	11	14374800	
39930	X	36	X	3	4312440	
Brokerage						₹ 10,80,000 C
30000	X	36	X	1	1080000	
Shifting						₹ 7,20,000 D
20000	x	36			720000	
Hardhip Compensation / Corpus Fund						₹ 1,44,00,000 F
400000	x	36			14400000	

security Deposit / Refundable Deposit

20000000 x 8.50% x 3 5100000 ₹ 51,00,000 G

Parking

36 X 13.75 X 30250 X 0.25 ₹ 37,43,438 H

Development Charges under MR&TPAct

2944.24 X 33638 X 2% ₹ 19,80,767 J

Soc Off/s.cabin /gym

260.53 X 30250 ₹ 78,81,033 K

Infrastructure charges

2944.24 X 5000 ₹ 1,47,21,200 M

Value Of New Area Over & Above Free Fungible FSI Area

662.39 x 33638 x 50% ₹ 1,11,40,737 N

TOTAL VALUE (A TO L) ₹ 19,79,18,837

कुर्ला - ७
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६००
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Say Rs.19,79,19,000/-

Security Flat Value **Rs. 1,70,72,531/-**
2400 x 1.1 /10.76 x 66270 x 1.05 **Say Rs.1,70,73,000/-**

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम Rs.23,62,77,000/- हे मोबदला मुल्य Rs.19,79,19,000/- पेक्षा जास्त असल्याने ते बाजारमुल्य Rs.23,62,77,000/- (Rupees Twenty Three Crore Sixty Two Lac Seventy Seven Thousand Only) ग्राहय धरुन त्यावर मु.शु. आकारणे योग्य वाटते , त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

M.V.	Article	Stamp Duty
Rs 23,62,77,000/-	5(g-a)	Rs. 1,18,13,850/-
Security Flat Value Rs.1,70,73,000/-	54	Rs. 85,365/-
Bank Gurantee Rs.3,00,00,000/-		Rs.1,50,000/-
		Rs.1,20,49,215/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. २०/०४/२०२२ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या M/s Makwise Homes LLP यांनी रोजी दि. २२/०४/२०२२ चे पत्रान्वये M/s Makwise Homes LLP सदर मुद्रांक शुल्क मान्य असुन त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

करीता मी श्री हरिश्चंद्र बा. पाटील मुद्रांक जिल्हाधिकारी, कुर्ला मला प्राप्त अधिकारान्वये खालील प्रमाणे आदेश पारित करत आहे.

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद ५(g-a),५४ नुसार मुद्रांक शुल्क रु. १,२०,४९,२१५/- देय असल्याबाबत जा.क्र.अभि/ आदेश/ १८२४/२०२२ दि. २०/०४/२०२२ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकार यांनी केला असल्याने दि.२२/०४/२०२२ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दि. २०/०४/२०२२ रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम

अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, कुर्ला हे जबाबदार राहणार नाहीत.

3. एकुण पाने १ ते २११ आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.
4. सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ – ब नुसार अपील करावयाचे असल्यास आदेशाच्या दिनांका पासुन ६० दिवसाच्या आत मा. अपर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक कार्यालय, नगरभवन फोर्ट मुंबई- ०१ यांचे समक्ष करता येईल.

सदर अंतिम आदेश हे महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३ अ चे अधिन राहुन देण्यात येत आहे, याची नोंद घ्यावी.

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला.

कुर्ला - १
१८ JAN 2022

प्रति	M/s Makwise Homes LLP
पत्ता	B/902 , Loards CHS ltd Plot No 5/35A , Sector 15 CBD Belapur Navi Mumbai 400614
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	
Date	

मुद्रांक जिल्हाधिकारी कुर्ला

मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

तळमजला,नविन प्रशासकीय इमारत,आर.सी. मार्ग,चेंबूर मुंबई-७१

जा.क्र/ मुजीकु / आदेश /\8८०\ / 22 दि. 22/04/22

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक **ADJ/1100901/250/2022/k** अन्वये पक्षकार M/s Makwise Homes LLP यांनी दिनांक 11/4/2022 रोजी **Development Agreement** चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

कुर्ला - १
७६३२ ९८ १००

Particulars	Description
Date of execution	Unexecuted
Type of Document	Development Agreement
The Society	Anuvidnyan Nagar CHS Ltd
The Developer	M/s Makwise Homes LLP
Detail of the Property	
Village	Mankhurd
Taluka	Kurla
Plot Area	3631.70 Sq.Mtrs.
C.T.S No	CTS No.178(par),179(part),174(part), Village Mankhurd
Zone 2022-23	101/479 Mankhurd
Rate per sq.mtr	
Land Rate	Rs. 30,580/- + 10% = Rs. 33,638/-
Const.Cost	Rs. 30,250/-
Flat Rate	Rs. 66,270/-

संबंधित दस्तावाबत सहाय्यक नगर रचनाकार यांनी खालील प्रमाणे अहवाल सादर केला आहे

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त् हा Development Agreement चा दस्त् असुन निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसुन येते की, दस्तात नमुद Sheduled नुसार भुखंडाचे एकुण क्षेत्र ३६३१.७० चौ.मी आहे. त्यावर सोसायटीची जुनी इमारत असुन त्यामध्ये एकुण ३६ सदनिका आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकुण १६९०.२६ चौ मी अस्तित्वातील बाधिव क्षेत्र असुन सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास एकुण २८८००.०० चौ.फुट कारपेट म्हणजेच २९४४.२४ चौ मी बाधिव क्षेत्र विनामुल्य देणार आह, तसेच ३६ कार पार्कीग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बोकरेज व शिप्टींग चार्जेस इत्यादी देणार असल्याचा उल्लेख आहे

दस्तासोबत अर्जदार यांनी बृहन्मुंबई महानगरपालीकेचा D P Remarks व त्यासोबत असलेला block Plan जोडलेला आहे. सदर भुंखंडास १८.३० मी व १८.३० मी रुंदीचे अस्तित्वातील रस्ते असुन त्या अनुषगांने प्रचलित मार्गदर्शक सुचना क्रमांक ३२ नुसार वार्षिक मुल्य दर तक्यातील जमिन दर ११०% विचारात घेणे आवश्यक आहे.

उपरोक्त् बाबी विचारात घेता भुखंडधारक मिळणा-या बांबीचे मुल्य् हे जमिन मालकास मिळणा-या हिश्श्याचे मोबदल्याचे मुल्य् म्हणुन विचारात घेणेत येत आहे. तसेच सदर भुखंडावर

अनुज्ञेय असलेला मुळ FSI, TDR आणी Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखडंधारक यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

सबब प्रस्तुत प्रकरणी बाजारमुल्य मार्गदर्शक सुचना व सन २०२२ - २०२३ नुसार मुल्यांकन खालीलप्रमाणे

Net Plot Area							**3631.70**	
Permissible FSI (AS PER DCPR 2034, RULE 30 TABLE 12)-							2.40	
Permissible Builtup area							8716.08	
Fungible FSI (35%)							3050.63	
Permissible Builtup area -							11766.71	
		Builtup area (Sq.mt)				Value in Rupees		
Basic 1 FSI	3631.70	3631.70	X	33638			₹ 12,21,63,125	
Premium Paid Addl.FSI	1815.85	1815.85	X	33638	x	0.65	₹ 3,97,03 [illegible]	
TDR	3268.53	3268.53	X	33638	x	0.70	₹ 7,69,62,[illegible]58	
Fung.FSI	3050.63	3050.63	X	33638			₹ 10,26,17,025	
Total	11766.71							
							₹ 34,14,45,933	A
Less Value of Fungible FSI premium								
3050.63		1690.26	x	35%		591.59	₹ 2,63,19,073	B
2459.04	x	30580	x	35%				
TOTAL VALUE							₹ 31,51,26,860	
Nos of Society member							36	
Area retained by Society							2944.24	
Bal area available to developer							8822.47	
11766.71		2944.24						
Value of Developers area							₹ 23,62,76,505	
₹ 31,51,26,860 /		11766.71	X	8822.47				
						Say	**Rs.23,62,77,000/-**	

CONSIDERATION

Const. cost of area retained by Owmer -						₹ 9,35,16,423	A
2944.24	X	30250	X	1.05			
Rent						₹ 4,36,35,240	B
30000	X	36	X	11	11880000		
33000	x	36	x	11	13068000		
36300	X	36	X	11	14374800		
39930	X	36	X	3	4312440		
Brokerage						₹ 10,80,000	C
30000	X	36	X	1	1080000		
Shifting						₹ 7,20,000	D
20000	x	36			720000		
Hardhip Compensation / Corpus Fund						₹ 1,44,00,000	F
400000	x	36			14400000		

security Deposit / Refundable Deposit		
20000000 x 8.50% x 3 5100000	₹ 51,00,000	G
Parking		
36 X 13.75 X 30250 X 0.25	₹ 37,43,438	H
Development Charges under MR&TPAct		
2944.24 X 33638 X 2%	₹ 19,80,767	J
Soc Off/s.cabin /gym		
260.53 X 30250	₹ 78,81,033	K
Infrastructure charges		
2944.24 X 5000	₹ 1,47,21,200	M
Value Of New Area Over & Above Free Fungible FSI Area		
662.39 x 33638 x 50%	₹ 1,11,40,737	N
TOTAL VALUE (A TO L)	₹ 19,79,18,837	

कुर्ला - १
७९३२
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Say Rs.19,79,19,000/-

Security Flat Value **Rs. 1,70,72,531/-**
2400 x 1.1 /10.76 x 66270 x 1.05 **Say Rs.1,70,73,000/-**

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम Rs.23,62,77,000/- हे मोबदला मुल्य Rs.19,79,19,000/- पेक्षा जास्त असल्याने ते बाजारमुल्य Rs.23,62,77,000/- (Rupees Twenty Three Crore Sixty Two Lac Seventy Seven Thousand Only) ग्राहय धरुन स्लॅबवर मु.शु. आकारणे योग्य वाटते , त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

M.V.	Article	Stamp Duty
Rs 23,62,77,000/-	**5(g-a)**	**Rs. 1,18,13,850/-**
Security Flat Value Rs.1,70,73,000/-	**54**	**Rs. 85,365/-**
Bank Gurantee Rs.3,00,00,000/-		**Rs.1,50,000/-**
		Rs.1,20,49,215/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. २०/०४/२०२२ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या M/s Makwise Homes LLP यांनी रोजी दि. २२/०४/२०२२ चे पत्रान्वये M/s Makwise Homes LLP सदर मुद्रांक शुल्क मान्य असुन त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

करीता मी श्री हरिश्चंद्र बा. पाटील मुद्रांक जिल्हाधिकारी, कुर्ला मला प्राप्त अधिकारान्वये खालील प्रमाणे आदेश पारित करत आहे.

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद ५(g-a),५४ नुसार मुद्रांक शुल्क रु. १,२०,४९,२१५/- देय असल्याबाबत जा.क्र.अभि/ आदेश/ ४८२४/२०२२ दि. २०/०४/२०२२ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकार यांनी केला असल्याने दि.२२/०४/२०२२ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दि. २०/०४/२०२२ रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम

अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, कुर्ला हे जबाबदार राहणार नाहीत.

3. एकुण पाने १ ते २११ आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.
4. सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ – ब नुसार अपील करावयाचे असल्यास आदेशाच्या दिनांका पासुन ६० दिवसाच्या आत मा. अपर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक कार्यालय, नाशिक फोर्ट मुंबई- ०१ यांचे समक्ष करता येईल.

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सदर अंतिम आदेश हे महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३ अ चे अधिन राहुन देण्यात येत आहे, याची नोंद घ्यावी.

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला.

प्रति	M/s Makwise Homes LLP
पत्ता	B/902 , Loards CHS ltd Plot No 5/35A , Sector 15 CBD Belapur Navi Mumbai 400614
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	
Date	

CHALLAN
MTR Form Number-6

GRN	MH009853716202223E	BARCODE		Date	21/04/2022-18:15:34	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABNFM2077M
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	M/S. MAKWISE HOMES LLP
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 178 PART 179 PART 174 PART
Account Head Details	Amount In Rs.	Premises/Building	
0030050801 Amount of Tax	12049215.00	Road/Street	VILLAGE MANKHURD
		Area/Locality	TALUKA KURLA
		Town/City/District	
		PIN	4 0 0 0 8 8
		Remarks (If Any)	ADJ/1100901/250/2022/K
Total	1,20,49,215.00	Amount In Words	One Crore Twenty Lakh Forty Nine Thousand Two Hundred Fifteen Rupees Only

DEFACED ₹12049215.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332022042118864	2742030782
Cheque/DD No.		Bank Date	RBI Date	21/04/2022-18:16:26	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 8767425628

GRN - 9
10282 23 2022

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0000486841202223	22/04/2022-14:14:41	IGR241	12049215.00
			Total Defacement Amount		1,20,49,215.00

Print Date 22-04-2022 02:14:44

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GRN: MH 000853716 202223E – 21/04/22
DFL = 0000 4868 41 202223 – 22/04/22

ADJ/1100901/ 250 / 2022-K	
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P.V. = 23627700 0/-
Security Flat Value = 17043000/-
Bank Guarantee = 30000000/-
Area = 3631.70 Sq mtrs.

Certificate u/s. 32 (1)of the Bombay Stamp Act, 1958
Office of the
Collector of stamps, Kurla
A.D.J. No. 1100901/250/22/K/3243/22
Date: 22/04/22
Received from shri M/s Makwise Homes LLP
Residing at
Stamp duty of Rs.1,20,49,215/-
One crore Twenty lakh Forty Nine Thousand Two Hundred fifteen only.
Vide chal No. — Dated 22/04/22
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs.1,20,49,215/- One crore Twenty lakh Forty Nine Thousand Two Hundred fifteen only.
With which this instrument is chargeable Has been paid vide/s No.5149/54
Of Schedule
This Certificate is subject to the provisions Of section 53-A of Bombay Stamp Act, 1958
Place Kurla
Date 22/04/22
Collector of Stamps Kurla

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made at Mumbai on this 25th day of April, in the Christian Year Two Thousand Twenty-Two (2022).

ADJUDICATION FEE 100/- PAID

BETWEEN

Anuvidnyan Nagar Co-operative Housing Society Ltd., (PAN NO. AALAA5917G), a Co-operative Housing Society, duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, having **Registration No. BOM/HSG/6158 having address at Survey No.141, CTS No.178 (part), 179 (part) and 174(part), Agarwadi, Mankhurd, Trombay, Mumbai 400 088,** hereinafter referred to as the "**Society**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its members, their respective legal heirs and administrators) of the **FIRST PART;**

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AND

1. **HARIBAI BHIMRAO UTHALE (PAN NO. AFBPU8967N)** of Mumbai Indian inhabitant, residing at Flat No.A-01;
2. **MANISHA LAV UTHALE (PAN NO ABPPU1861R)**, of Mumbai Indian inhabitant, residing at Flat No.A-02;
3. **RUSHIKUMAR VISHNU RAVNANG (PAN NO. ARLPR3253L)**, of Mumbai Indian inhabitant, residing at Flat No.A-03;

For MAKWISE HOMES LLP
Partner

अध्यक्ष सचिव खजिनदार
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

4. **SHRIKANT GANESH RANGNEKAR (PAN NO. ABVPR1426P)**, of Mumbai Indian inhabitant, residing at Flat No.A-04;

5. **VAIBHAV RAMCHANDRA MALI (PAN NO. ALYPM6320Q), AND MANISHA VAIBHAV MALI (PAN NO. AUQPM4442A)**, both of Mumbai Indian inhabitants, residing at Flat No.A-101;

6. **ASHOK LAXMAN SAID PATIL (PAN NO. _____)**, of Mumbai Indian inhabitant, residing at Flat No.A-102;

7. **DOROTHY P. D'SOUZA (PAN NO. EDJPD5036H)**, of Mumbai Indian inhabitant, residing at Flat No.A-103;

8. **P.V. MAHESH KUMAR (PAN NO. AJYPP7747C) AND PRIYA MAHESH KUMAR (PAN NO. CKCPK7966F)**, both of Mumbai Indian inhabitant, residing at Flat No.A-104;

9. **MOHD. ARIF MUSTAFA INAMDAR (PAN NO. AALPI5673G)**, of Mumbai Indian inhabitant, residing at Flat No.A-201;

10. **SAMPAT GANGARAM NALAWADE (PAN NO. AAVPN8419R)**, of Mumbai Indian inhabitant, residing at Flat No.A-202;

11. **MANDAR SHRINIVAS RANGNEKAR (PAN NO.AVXPR6947H)**, of Mumbai Indian inhabitant, residing at Flat No.A-203;

12. **GOURI SHANKAR LAL BIHARI GOUND (PAN NO. ACIPG0696G)**, of Mumbai Indian inhabitant, residing at Flat No.A-204;

13. **SMT. SULBHA SURESH LOKHANDE (PAN NO. _____), widow of SURESH PRABHAKAR LOKHANDE (PAN NO. _____)**, of Mumbai Indian inhabitant, residing at Flat No.B-05;

14. **RUCHA RAJENDRA HATWAR (PAN NO. AAWPH3952Q) AND RAJENDRA VISHWANATHJI HATWAR (PAN NO. AAMPH8119D)**, both of Mumbai Indian inhabitants, residing at Flat No.B-06;

15. **PREMLATA SETHI W/O MANOHARLAL SETHI (PAN NO. FZQPS1657P)**, of Mumbai Indian inhabitant, residing at Flat No.B-07;

16. **SONALI JAGDISH ARSHID (being a Divorcee having earlier name as SONALI PRAVIN KADAM (PAN NO. AOBPK6112L)**, of Mumbai Indian inhabitant, residing at Flat No.B-04;

17. **NANDINI SADASHIVA HARALE (PAN NO. ACMPH2814B), AND SADASHIVA DADU HARALE (PAN NO. AAAPH2431C)**, both of Mumbai Indian inhabitants, residing at Flat No.B-105;

18. **SHAKUNTALA B. SHETTY (PAN NO. CWBPS5296P)**, of Mumbai Indian inhabitant, residing at Flat No.3-106;

19. **AVINASH BALKRISHNA SHINDE (PAN NO. _____)**, of Mumbai Indian inhabitant, residing at Flat No.3-107;

For MAKWISE HOMES LLP

Partner

अभिवज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

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20. **ANANT PANDURANG RANE (PAN NO. ADVPR7598G)**, of Mumbai Indian inhabitant, residing at Flat No.B-108;

21. **VISHWANTH BHAGWAN MOHITE (PAN NO. ACFPM4582L)**, of Mumbai Indian inhabitant, residing at Flat No.B-205;

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22. **PRABHU NAIR (PAN NO. _____)**, of Mumbai Indian inhabitant, residing at Flat No.B-206;

23. **SUJATHA SURESH SHETTY (PAN NO AAVPS3061J)** of Mumbai Indian inhabitant, residing at Flat No.B-207;

24. **(A) SACHIN Son of VASANT BALWANT THAKARE (PAN NO. AWQPT6183P),**
(B) SARIKA MITAL THAKUR Married daughter of **VASANT BALWANT THAKARE (PAN NO. AHEPT8772D)**
(C) SHRUTHIKA J. MANJREKAR Married daughter of **VASANT BALWANT THAKARE (PAN NO. ABUPT3850A)**
(D) SANDHYA SHASHANK MANJREKAR Married daughter of **VASANT BALWANT THAKARE (PAN NO.CAXPM5506N)**
(E) CHAITALI ANIL MAYEKAR married daughter of **VASANT BALWANT THAKARE (PAN NO. CAXPM5506N)**
(F) SANGITA SANDEEP NAGWEKAR married daughter of **VASANT BALWANT THAKARE (PAN NO.ANDPN4171F) and**
(G) SHRADDHA RAJENDRA MAYEKAR married daughter of **VASANT BALWANT THAKARE (PAN NO. BORPM2042G)** of Mumbai Indian inhabitant, residing at Flat No.B-208;

THE SEAL OF THE SUB REGISTRAR KURLA

25. **PRASAD GOPALKRISHNA KAJAREKAR (PAN NO. BHHPK9485J), AND ASHISH SHRIPAD JOSHI (PAN NO. AFLPJ1777M)**, both of Mumbai Indian inhabitants, residing at Flat No.C-09;

26. **BALAJI VENKATRAO MANE (PAN NO. ACPPM9179F), AND SUREKHA BALAJI MANE (PAN NO. ARQPM2515B)**, both of Mumbai Indian inhabitants, residing at Flat No.C-10;

27. **(A) VAISHALI PRAKASH DAINGADE nee daughter-in-law of SHAMRAO BAPU DAINGADE (PAN NO. ASNPD9767C)**, (B) **KAMAL MHASKE nee married daughter of SHAMRAO BAPU DAINGADE (ADHAR NO. 758773965119),**
(C) BHALCHANDRA DAINGADE son of SHAMRAO BAPU DAINGADE (PAN NO. ALIPD5263E), of Mumbai Indian inhabitant, residing at Flat No.C-11;

28. **JAYSHREE daughter of LAXMAN BALAJI GAWADE (PAN NO. AEHPG8023L)**,of Mumbai Indian inhabitant, residing at Flat No.C-12;

29. **RAVINDRA JAGANNATH RAUT (PAN NO. ABPPR0800B)**, of Mumbai Indian inhabitant, residing at Flat No.C-109;

For MAKWISE HOMES LLP

Partner

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

30. **JASHUBHAI BHANABHAI PATEL (PAN NO. AGVPP8269P)**, of Mumbai Indian inhabitant, residing at Flat No.C-110

31. **SUDHIR BABAN SHELKE (PAN NO. _____)**, of Mumbai Indian inhabitant, residing at Flat No.C-111;

32. **SUNIL NAMDEO KHAKSE (PAN NO. AMKPK4289M)**, of Mumbai Indian inhabitant, residing at Flat No.C-112;

33. **REKHA PRAKASH THAKKAR (PAN NO. AIMPT2285L)**, of Mumbai Indian inhabitant, residing at Flat No.C-209

34. **BABAN BAPU SHELKE (PAN NO. _____)**, of Mumbai Indian inhabitant, residing at Flat No.C-210;

35. **VEENALI KANETKAR APTE (PAN NO. AHAPK1441N), AND APARNA SADASHIV KANETKAR** (PAN NO ACJPK5417C) of Mumbai Indian inhabitant, residing at Flat No.C-211

36. **SHANTA INDARLAL GULATI (PAN NO. AQOPG8745Q)** AND **ANJU INDARLAL GULATI (PAN NO. AFDPG5378P)**, of Mumbai Indian inhabitant, residing at Flat No.C-212

Herein after collectively called the "**Members**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its members, their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

M/S. MAKWISE HOMES LLP (PAN NO.ABNFM2077 M) (CIN NO. AAR-2487) being a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2018 and having its place of business at B/902, Loards CHS Ltd., Plot No.5/35A, Sector 15, CBD Belapur, Navi Mumbai 400 614 represented by Designated Partners Mr. Dinesh Purohit and Mr. Ankit Patel hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the contextor meaning thereof, be deemed to mean and include the partner or partners for the time being of the said Limited Liability Partnership and the Last Survivor ,Survivors of them and their respective heirs, executors administrators and assigns) of the **THIRD PART**.

The Society, the Members and the Developer shall hereafter, individually be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. The Society has been allotted a Plot of Land at Village Mankhurd District Kurla, Mumbai Suburban District (and commonly known as Agarwadi) Trombay Mumbai 400 088 bearing the following:-

For MAKWISE HOMES LLP

Partner

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Pages 5 21

Survey No.	CTS No.	Area (Sq. Mtrs.)
141	178 (part)	2394.90
141	178 (part) (Road Widening)	154.60
141	179(part)	1053.30
141	174(part)	28.90
	TOTAL	3631.70

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(Called "the said Property") in pursuance to the order dated 10.08.1978 by Additional Collector, Bombay Suburban District as per terms and conditions recorded in the said Order. Finally, on 31.01.1986 the said plot has been allotted to the Society on the terms and conditions recorded in the said Allotment dated 31.01.1986. A more particular description of the said Plot is given in the Schedule hereunder written and called the "said Plot of Land" annexed hereto Property Register card and marked as "**Annexure-A**".

B. There are three wings comprising of ground with two upper floors and occupied by 36 members, being the members herein and each Wing having 12 members.

C. (i) **SURESH PRABHAKAR LOKHANDE** was the recorded member in respect of Flat No.B-05, who died intestate leaving Smt. Sulbha Suresh Lokhande as the only heir and legal representative and being the Nominee Member as per Nomination;

(ii) **VASANT BALWANT THAKARE** was the recorded member in respect of Flat No.B-208, who died intestate leaving 24 (a) to (g) as the legal heirs and legal representative and Sachin Vasant Thakare being the Nominee Member as per Nomination

(iii) **SHAMRAO BAPU DAINGADE** was the recorded member in respect of Flat No. C-11 who died intestate leaving (A) **VAISHALI PRAKASH DAINGADE nee daughter-in-law of SHAMRAO BAPU DAINGADE**, (B) **KAMAL MHASKE nee married daughter of SHAMRAO BAPU DAINGADE and (C) BHALCHANDRA DAINGADE son of SHAMRAO BAPU DAINGADE**;

For MAKWISE HOMES LLP
Partner

अध्यक्ष सचिव खजिनदार
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

(iv) LAXMAN BALAJI GAWADE was the recorded member in respect of Flat No. C-12 who died intestate leaving Jayshree Laxman Gawade being the Nominee Member as per Nomination

(v) All the legal heirs have agreed to apply for and obtain the necessary Succession Certificate of the Competent Court of Law within a period of 6 months from the date hereof and in any case before the issuance of the IOD

D. In view of the structure being very old and in a dilapidated condition, the Society has desired to carry out the redevelopment of the said property in accordance with the Rules, Regulations and Bye-Laws of the Municipal Corporation of Greater Mumbai (MCGM) as well as Development Control Regulation for Greater Mumbai, 1991, (then prevailing) and by availing TDR, utilizing Fungible FSI and all other benefits etc. as permissible but subject however to the obtaining the prior permission of the Collector of Mumbai Suburban District.

E. In the past, the Society had executed an MOU in favour of M/s. F.A. Reactor belonging to Mr. Aslam Patni as per the MOU dated 05.01.2008. The then Committee Member had executed the said MOU. For one reason or the other, the said F.A. Reactor did not carry out its part of the obligations almost for the period of 11 years and ultimately the Society terminated revoked and cancelled the said MOU dated 05.01.2008.

F. The Society has appointed **M/s Vivek Bhosale Associates as Project Management Consultant (PMC) and Architect,** as mentioned in SGBM minutes of meeting dated 20.05.2018 resolution no. 3 & the letter of Appointment dated **30.05.2018** & for the said project, with acceptance of all the terms & conditioned mentioned in his offer letter submitted to society on dated **11.02.2018** & In pursuance to the said PMC having floated the Tender, the offers of the Developer has been considered by the Society and finally majority of the Members of the Society in the Special General Body Meeting held on 04.09.2021 accepted the Offer of the Developer.

G. Accordingly, the Society with the consent and confirmation of the majority of the Members herein have agreed to execute this Development Agreement, inter alia appointing the Developer as the Developer and recording the broad terms and conditions as agreed by and between the parties hereto and

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्या.)

For MAKWISE HOMES LLP

Partner

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executing the Development Agreement in due course and in the manner set out hereinafter.

H. Thereafter, the Draft Development Agreement with Power of Attorney was prepared to be executed between the Society of the First Part, the Members of the Second Part and the Developer of the Third Part, which Draft Development Agreement has been circulated amongst all the said Members and the same is put up in the Special General Body Meeting of the Society held on **27.03.2022** when the representative of the Office of the Dy. Registrar of Co-operative Society M-East Ward attended and carried out Video Recording concerning the appointment of the Developer. A copy of the Resolution of the said Meeting is annexed hereto and marked as "**Annexure-B.**" The Dy. Registrar of Co-operative Society by his letter dated 27.03.2022 given his approval to the appointment of the Developers as per the terms and conditions as set out in the Draft Development Agreement and the Draft Power of Attorney.

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I. Accordingly, a Special General Body Meeting was called by the Society on **02.04.2022** in which the Members present agreed and confirmed the Draft Development Agreement as well as the Power of Attorney, which were circulated for the approval of all the members. Finally, the majority members present in the said meeting have approved the said Draft Development Agreement and the Power of Attorney and agreed to execute the same in the manner appearing hereinafter:-

SEAL OF THE SUB REGISTRAR KURLA 4
FOR MARVISE HOMES LLP
Partner

NOW THIS DEVELOPMENT AGREEMENT WITNESSEHT AND IT IS HEREBYAGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. It is agreed declared and confirmed that the aforesaid recitals shall form integral part of this Development Agreement.

2. The Society hereby agrees to appoint the Developer as the Developer for the purpose of reconstructing the Society's Existing Building comprising of 3 wings, each of Ground with 2 upper floors and occupied by 36 members. The list of the members is annexed hereto and marked as "**Annexure-C**".

3. Prior to executing this Agreement the Developer has satisfied about the Title to the said property as well as the current situation and position with regard to Small encroachment along with Public toilet, Temples and Chawl standing

thereon, as shown in Yellow colour marking on the plan annexed hereto as well as Children's Aid Society Reservation as shown in Red colour marking on the plan annexed hereto as per Development Plan. It is clearly agreed and understood that the Developer shall be entitled to utilize the base FSI of the said Plot of Land admeasuring 3631.70 sq.mtrs., (which is inclusive of the benefit of FSI by way of TDR, Fungible, but exclusive of the existing area occupied by encroachers and toilet area, Temples and Chawl) in the manner set out hereinafter.

4. It is agreed that immediately after the execution of this Development Agreement, the Developer shall in consultation with the PMC Architects shall prepare the Building Plans for the purpose of reconstruction of one tower with two Wings, accommodating the existing 36 members and the balance for the Developer to sell or transfer the same ("Developer's Area"), which to be sold on free sale basis by the Developer in open market. The entire construction/development to be carried out by the Developer at its own costs and expenses and in the manner set out hereinafter. As per the Order No. C/Desk/VI LND.I.B/516 dated 19.11.1982 showing the Area of 1200 Sq. Mtrs is demarcated on the Plan attached to the said Order and shown in Red Colour Boundary Line. A copy of the said Order dated 19.11.1982 is annexed hereto and marked as **"Annexure-D"**.

5. **DEFINITIONS AND INTERPRETATION**

5.1 **DEFINITIONS:** In this Agreement, the following words and expressions, except where the context otherwise requires, shall have the meaning set opposite them:

(a) **Agreed Interest Rate:** Shall be deemed to be a reference to the 'Interest Rate' as mentioned in Rule 18 of the RERA Rules.

(b) **Agreement:** Shall mean and refer to this Development Agreement to be read with any further documents being executed in pursuance to this Agreement i.e. Power of Attorney, letters, writings, supplementary agreement, rectification deed and amendments and addendums thereto and any other form of correspondence that may be made between the Parties hereto in relation to the subject matter of this Agreement.

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्या.दिल्ली)
For MAKWISE HOMES LLP

Partner

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(c) **Amenities:** Shall mean and refer to the various internal and external amenities as agreed between the Parties to be provided by the Developer at its costs as listed under "**Annexure - E**" hereto.

(d) **Ancillary Structures:** Shall mean and include the water pump-room, watchman's accommodation, watchman's cabin, common toilets and other service structures that stand on the said Property as of the execution date of this Agreement.

(e) **PMC/Project Architect:** Shall mean and refer to the Architect Cum Project Manager Consultant (M/s. Vivek Bhosale Associates) registered as an Architect under the provisions of the Architect's Act, 1972 and appointed by the Society for guiding the Society on structural and technical aspects of the Project.

(f) **Approval:** The term "Approval" wherever used in this Agreement, is to be constructed as "Approval in Writing".

(g) **Carpet Area:** Shall mean and refer to the actual net usable floor area of Member's Existing Area, excluding the structures covered by the external walls, areas under services shafts, exclusive balcony or verandah/otla area and exclusive open terrace area, but includes the area covered by internal partition walls. It is clarified that the measurement for such carpet area of the Member's Existing Area will be (a) from "wall to wall" including the area of the door jams and not skirting to skirting" or as per the DCPR or RERA as may be applicable.

(h) **Commencement Certificate or CC:** Shall mean the commencement certificate of the building permit or the construction permit, by whatever name called, issued by the Competent Authority to allow or permit the Developer to begin the development works on the said Premises, as per sanctioned plan.

(i) **Common Areas:** Shall mean:

(i) The staircases, lifts, lobbies, fire ducts and escapes, and common entrances, Amenities spaces, Gymnasium, society office

(ii) The common basements, terraces, parks, play areas, parking areas, and common storage areas;

(iii) The water tanks, sumps, pump room, ducts, meter rooms, and all apparatus connected with the installations for common use;

(iv) All other portion of the said Property not forming part of Member's Existing Area; and

(v) All such areas designated by the MCGM as area to be used as Common Area. It is hereby clarified that the Developer shall not have any right

whatsoever to sell, assign, transfer, lease, etc any of the Common Areas to any third party.

(j) **Competent Authority/ies:** Shall mean the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for the development of such immovable property.

(k) **Completion Certificate:** Shall mean the completion certificate, or such other certificate, by whatever name called, issued by the Competent Authority certifying that the Project has been developed according to sanctioned plan, layout plan and specifications, as approved by the Competent Authority under the applicable local laws.

(l) **D.C. Regulations or DCPR:** Shall mean and refer to the Development Control and Promotion and Regulation 2034 and any statutory amendment, circulars or modifications or re-enactment thereof from time to time.

(m) **Defect Liability Period:** Shall means a period of 5 (five) years from date of receipt of OC or as per RERA or any other applicable law, whichever is later.

(n) **Developers' Area:** Shall mean and refer to the residential premises and attached carparking spaces, other than those meant for the existing Members' along with right to use the Common Areas, in the New Premises to be constructed by the Developer on the said Property as per the terms of this Agreement. It is hereby clarified that the Developer shall have the right to sell/allot the Developers' sale premises comprising the Developers' Area to prospective purchasers thereof and realize the considerations thereof and as mentioned in this Agreement.

(o) **Development Potential:** (with all its derivatives) shall mean and include the (i) development/re-development of the said Property by complete demolition of the said Building and all Ancillary Structures and other structures situated on the said Property; (ii) construction of the Society's Area by consuming the full benefits of the existing basic FSI and TDR (excluding Waste Area) as may be required for construction of the New Premises; and (iii) Developers' Area, all in accordance with the DCPR, RERA and other applicable laws.

(p) **Force Majeure Event:** Shall mean any of the following events, beyond the reasonable control of the Developer, in consequence whereof the Project

For MAKWISE HOMES LLP

Partner

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related construction activities on the said Property could be adversely affected, namely:

(i) acts of God such as earthquake, fire, flood, Epidemic, Lock-Down or any drought, explosion, sabotage, etc.;

(ii) any riots, bandhs, strikes and/or labour unrest;

(iii) any disruptions, challenges and placement of legal impediments by third parties, notwithstanding the granting of any Approvals by the Competent Authorities which delays or materially adversely affects the undertaking of the Project related construction activities;

(iv) any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc.; or

(v) Any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the court and/or any Act or ordinance.

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(q) **FSI:** Shall mean and refer to each and every type of Floor Space Index by whatever name called and as defined and understood under the Maharashtra Regional and Town Planning Act, 1966 and DCPR 2034 or any statutory modification, re-enactment or amendment thereof and approved/sanctioned by MCGM/Competent Authorities, and whether basic TDR and/or fungible or compensatory FSI, benefits of Road Setback area and to the extent of 3.24 FSI as applicable to Road width.

(r) **Grant of Development Right:** Shall mean and refer to the grant of right by the Society to develop/re-develop/re-construct the said Property in favour of the Developer by demolishing the said Building and Ancillary Structures situated thereon and constructing the Society Area and Developers' Area by consuming the benefits of the Development Potential of the said Property in accordance with the DCPR and RERA and/or to enjoy the benefits of FSI permissible under the prescribed laws and as Approved by the Competent Authorities and as mentioned under Clause 5.1 (o) of this Agreement.

(s) **Intimation of Disapproval or I.O.D.:** Shall mean the Intimation of Disapproval, or such other letter, by whatever name called, issued by the Competent Authority with respect to the redevelopment plan pre-approved by the Society and subsequently submitted by the Developer to the MCGM for its Approval.

(t) **MCGM:** Shall mean and refer to the Municipal Corporation of Greater Mumbai, one of the Competent Authorities, having powers and

FOR MANWISE HOMES LLP
Partner

jurisdiction with respect to granting Approvals for the Project to be undertaken by the Developer as envisaged in this Agreement.

(u) **Members:** Shall mean and total of 36 members of the Society who hold shares of the Society (as detailed in **Second Schedule** to this Agreement).

(v) **Members Existing Area:** Shall mean and refer to the Carpet Area of the Members' Existing Premises (excluding Members' Existing Car Parking Spaces).

(w) **Members' Existing Car Parking Spaces:** Shall mean and refer to the existing carparking space/s owned/held by the Members. The details specified in offer letter for car parking allotment shall be considered. (i.e., one parking to each existing member.)

(x) **Members Existing Premises:** Shall mean and refer to Members' Existing Area and Members' Existing Car Parking Spaces.

(y) **Members' New Premises:** Shall mean and refer to the newly constructed residential flats to be provided by the Developer to the Society Members along with Amenities and all the terms and conditions mentioned in Tender document or Offer Letter submitted by the Developer, a copy whereof is annexed hereto and marked as "**Annexure-F**" as well as the car parking spaces meant for the use of the Members by consuming the Development Potential as may be required by the Developer in lieu of the Grant of Development Right.

(z) **New Premises:** Shall mean and refer to the new residential building to be constructed on the said Property and which shall include (i) Members' New Premises with Amenities; (ii) Car parking spaces/facility; (iv) and Common Areas with Amenities and other ancillary structures; and (v) Developers' Area.

(aa) **Occupancy Certificate or OC/BCC:** Shall mean and refer to the full occupancy certificate, or such other certificate by whatever name called, issued by the Competent Authority permitting occupation of the New Premises, as provided under the local laws, which has provision for civic infrastructure such as water, sanitation and electricity and other development works completed by the Developer as per the terms of this Agreement.

(bb) **Possession:** Shall mean and refer to the grant by the Developer of the actual and physical possession of the newly constructed of said Property along and the Member's New Premises as agreed in this Agreement after receipt of OC/BCC from the MCGM/Competent Authority.

For MAKWISE HOMES LLP

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(cc) **Project:** Shall mean and include the re-development of the said Property, including demolition of the said Building and re-construction/re-development of the New Premises, and includes Common Areas, development works, all improvements and structures thereon, and all easement rights and appurtenances belonging thereto, to be undertaken by the Developer at its costs, risks and consequences and in the manner provided in this Agreement.

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(dd) **Project Completion:** Means and refers to the completion of the entire Project requirements by the Developer, including development and completion of the Society's Area, Developers' Area, New Premises and Common Areas (all with Amenities) in accordance with Sanctioned Plans and obtaining the full OC, Completion Certificate and Building Completion Certificate and all other required Approvals from the Competent Authorities.

(ee) **RERA** Shall mean and refer to The Real Estate (Regulation and Development) Act, 2016 and The Maharashtra RERA Rules, 2017& Regulations framed thereunder with all of any and all statutory modifications/amendments or re-enactment thereto, including any notifications issued thereunder from time to time.

(ff) **Sanctioned Plan/s:** Shall mean and refer to the site plan, building plan, elevation plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plans and includes structural designs, if applicable, and any changes thereto approved by Competent Authorities, and all Approvals and permissions such as aviation, fire department and environment permission and such other permissions which are granted or approved by the Competent Authority prior to the commencement of the Project.

(gg) **Society's Area:** Shall mean and refer to the total area standing in the name of the Society as per the records of the MCGM and shall include the total area of the Members' Existing Premises and Common Areas. It is hereby clarified that the Developer shall utilize the Development Potential of the Society's Area available with respect to undertaking the Project.

(hh) **TDR:** Shall mean and refer to the Transferable Development Rights as understood under the Maharashtra Regional and Town Planning Act, 1966 and DCR.

THE SEAL OF THE SUB REGISTRAR KURLA-1
For MAKWISE HOMES LLP
Partner
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(ii) **Waste Areas:** Shall mean and refer to the Common Areas and other areas that are not included in the calculation of FSI and in the calculation of the Carpet Area of the New Premises.

In addition to the terms defined in this Clause 5.1, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by implication otherwise requires.

5.2 INTERPRETATION: In this Agreement:

(a) Headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of the Agreement;

(b) Words importing the singular shall include the plural and vice versa;

(c) Words importing any gender includes every gender;

(d) Words importing persons shall include an individual, a Hindu Undivided Family, firm, company, association of persons, corporation, organisation or other legal entity versa;

(e) The schedules and annexures annexed to this Agreement form an operative and integral part of this Agreement;

(f) If by the terms of this Agreement, any act would be required to be performed on or within a period ending on a day which is a public holiday, that act shall be deemed to have been duly performed on the working day immediately succeeding the last holiday;

(g) The terms and conditions as recorded in this Agreement shall prevail over all proposals and offers made by the Developer to the Society prior to the execution date of this Agreement;

(h) Reference to the word "include" or "including" shall be construed "without limitation";

(i) Any obligation on a Party not to do or omit to do anything shall include an obligation not knowingly to cause or allow that thing to be done;

(j) The terms "hereof", "herein", "hereto", "hereunder", or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Clause or Recital hereof;

(k) Reference to any law shall include such law as from time to time enacted amended, supplemented or re-enacted;

For MAKWISE HOMES LLP

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(l) The terms "Recital" and "Clause mean and refer to the Recital and Clause of this Agreement so specified; and

(m) If there are any provisions in this Agreement that conflict with the provisions contained in the schedules/ annexures, the provisions of this Agreement shall prevail over the schedules/ annexures.

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6. CLARIFICATION AND CONFIRMATION

(a) Prior to execution of these presents, the Society has represented to the Developer and the Developer has confirmed that all materials and relevant facts and documents pertaining to the title of the Society to the said Property; pendency of the Arbitration Proceedings, Status of Road, Encroachment in the property and Reservation in the Development Plan is accurately and fully disclosed by the Society to the Developer and, save except what is stated/provided therein/herein, there are no encumbrances (to the best knowledge of the Society) that exist which may have the effect of adversely affecting the Project to be undertaken by the Developer as contemplated under these presents in any manner whatsoever and howsoever arising and the Developer is satisfied with the title thereof and shall not hereafter raise any requisition or dispute or challenge the same.

(b) The Developer has, prior to execution of these presents, verified the total area of the said Property and the Carpet Area of Members' Existing Area and is satisfied with the same and shall not hereafter raise any requisition or dispute or challenge the same.

(c) The Society has full legal right, full power and absolute authority to enter into and execute this Agreement for undertaking the Project through the Developer, including Grant of Development Right in respect of the Development Potential to be acquired and purchased by the Developer at its sole costs, risks and consequences.

(d) The Developer has conveyed to the Society that it has verified and has assured itself that the said Property has Development Potential for undertaking the Project and therefore based on the foregoing, the Society has provided Grant of Development Right to the Developer to undertake the Project by constructing the New Premises comprising the

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FOR MARWISE HOMES LLP
Partner

अध्यक्ष सचिव अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

Society's Area as well as the Developers' Area as contemplated hereinabove without any costs, risk or liability of any nature whatsoever to the Society and its Members. It is expressly agreed and understood that the Grant of Development Right agreed to be given by the Society to the Developer is in effect bedding rights and can be used as may be permitted. The Society has neither agreed nor intends to create any third party ownership right in the said Property or any portion thereof which belongs to the Society and subject to what is stated under these presents, in no manner, the same shall not be divested, parted with or transferred to any third party by the Society during the subsistence of this Agreement.

(e) The Society vide its Application dated 07.12.2021 applied to the Collector MSD for conversant to Occupant Class-I Tenure and during the consideration thereof, the Concerned Authority also considered the various transfer made by various members with the consent of the Collector and getting the same regularized by paying penalties and finally permitted the conversart subject to payment of charges as stated in the said order dated 04.03.2022 (bearing No. C/Karya-2 F/KV-23/22/3660). The Developer has gone through the said order and agreed to comply with the same in due course of time.

(f) It has been expressly agreed and understood that the Project to be undertaken by the Developer under these presents is in respect of the said Property only. The Society is the absolute owner and in possession of the said Property and has all other rights, title and interests in and to the said Property described in the **First Schedule** hereunder written which shall always be retained and remain the exclusive property of the Society. It is hereby clarified that this Agreement shall not create or divest nor is intended to create or divest, in any manner whatsoever, any ownership of title or right in the said Property in favour of the Developer while carrying out the Project or otherwise.

7. FSI AND TDR

(a) The Society is currently in possession of 15,156.00 sq. ft (i.e. 421.00 x 36) of the Carpet Area and now the developer has agreed to provide additional carpet area 13,644.00 sq. ft. (i.e. 379.00 x 36) the total carpet area for society's use is 28,800.00 sq .ft. (i.e. 800.00 x 36) and the

For MAKWISE HOMES LLP

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Developer shall use the balance remaining Carpet area for sale purposes as per sanction plan. The Society shall not be responsible or accountable in any way whatsoever for any negative variation or any material adverse effect on the Project resulting from change/s in law after the I.O.D. is issued by the Competent Authority.

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(b) The Developer will demolish the said Building and other Ancillary Structures lying on the said Property and reconstruct/redevelop a new building with entire permissible TDR and FSI, at its own cost and expense. The floor plan of the proposed new flats to be provided to the Members in the newly constructed building is annexed hereto and marked as "**Annexure- G**" and the same have been proposed for approvals of MCGM. The Developer will purchase and load additional FSI/TDR in the name of the Society and get the Sanctioned Plans from Competent Authorities in one single phase only. The cost of TDR to be purchased and loaded on the said Property shall be at Developer's own costs, expenses, risks and responsibilities. The Society or any of its Members will not be required to pay or contribute any amount for procuring the said additional TDR for the Project.

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(c) The Developer shall in Consultation with Society/PMC Architect to utilize base FSI, Compensatory Fungible FSI and FSI by way of TDR on the said Plot, shall be purchased by the Developer as may be required from time to time.

(d) It is hereby clarified by and between the Parties and expressly agreed by the Developer that under no circumstances whatsoever, including the Developer being unable to undertake/complete the Project for whatsoever reasons, will the costs incurred by the Developer for the aforesaid TDR or FSI be refundable or adjustable. With regard to the existing encroachment with Toilet Area, Temples and Chawl the base FSI/existing built up area will not be taken into consideration but the Developer shall be entitled to the benefit of the FSI by way of TDR and Fungible of the base area of the said encroached portion with toilet area, Temples and Chawl. In any case, the Developer shall not disturb the existing encroached portion with existing toilet area, Temples and Chawl and shall construct the proposed new building with two towers by

For MANWISE HOMES LLP
Partner

keeping sufficient distance or open space, as required by MCGM or other concerned authorities as per DCPR 2034.

(e) It is specifically agreed that the Developer shall be entitled to make use of the base FSI + FSI by way of TDR, fungible FSI and any other FSI on account of Road set back and to the extent of 3.24 FSI (all inclusive as per Road Width).

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8. GRANT OF DEVELOPMENT RIGHT

(a) With a view to re-develop the said Property and based upon the representations of the Developer, on and from the date of execution hereof till Project completion, the Society hereby confers upon the Developer, the Grant of Development Right to undertake the Project by re-constructing the Society's Area (together with agreed Amenities), Developers' Area and Common Areas (together with agreed Amenities) as agreed under this Agreement, as well as the license to enter upon the said Property after all the Members have vacated and handed over vacant and peaceful possession of their respective Members Existing Premises to the Developer, by utilizing the Development Potential as per the DCPR and RERA and as per the Sanctioned Plans to be obtained by the Developer from the Competent Authorities at its costs, subject however with the prior Approval and written consent of the Society and without affecting in any manner the Project and Society's Area and without any violation or breach of any of the terms or conditions of the foregoing DCPR, RERA, Sanctioned Plans and Approvals, entirely at their own costs, charges, expenses, risks, responsibilities and consequences, and without in any manner holding the Society/Members, liable or responsible, financially or otherwise, and subject to the terms and conditions of these presents.

(b) The Developer has agreed to acquire the Grant of Development Right from the Society on the basis of the warranties and representations as mentioned hereunder as given by the Society in respect of the said Property and its title thereto.

For MAKWISE HOMES

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(c) Upon execution of this Agreement, save and except as otherwise agreed herein , except the Developer, no third party shall have any right to re-develop the said Property in any manner whatsoever.

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(d) It is agreed and understood that the Developer shall construct the entire building for Residential purpose only as may be permissible by the MCGM or concerned authority.

(e) Unless agreed by the Parties otherwise, subject to compliance of the terms of this Agreement and after obtaining the Commencement Certificate from the Competent Authority and the requisite [illegible] Developer shall be, subject to the sanction and obtaining of the IOD from MCGM, entitled to sale in open market on a principal to principal basis, the Developers' Area in the newly constructed Society building in the manner set out herein and appropriate the realizations thereof to its own without any references or recourse to the Society.

THE SEAL OF THE SUB REGISTRAR KURLA-1

(f) Subject to the terms, conditions and covenants on the part of the Developer, after all the majority of the Members of the Society having vacated their respective premises after the Developer having obtained the I.O.D, the Society shall permit the Developer to enter upon the said Premises and demolish the said Building and Ancillary Structures. The Members shall be entitled to remove and take away all their belongings, furniture, fixtures and all other loose items and without disturbing the neighbouring premises and Society's Building, that can be removed from their respective Members Existing Premises right up to date of handover thereof to the Developer as agreed under these presents.

For MAKWISE HOMES LLP
Partner

(g) Some of the members have not signed and executed this Development Agreement. As required, more than 50% of the Members have consented for the said Redevelopment. In case of the dissenting members and not co-operating in the Redevelopment, the Developer shall be at full liberty, with the support of the Society, to take appropriate steps/legal actions against such dissenting members including obtaining appropriate Court Orders to get them vacated through Court Receiver, High Court Mumbai so that the Development is not stalled and all the members are benefited as per the terms and conditions laid down in this Agreement.

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(h) In case of any such dissenting member or any member at the time of either demolition or for redevelopment creating any obstructions or hindrances without any justification, the Developer shall require such member to extend co-operation within 15 days and in case of non co-operation continuing, then the Developer shall be entitled to stop or withhold paying the Corpus fund, displacement charges and other benefits to such Member/s till the time such member/s withdraw his/their non-co-operation. In such an event the Developer shall also be entitled to claim damages or losses from such member including not to give possession of the Permanent Accommodation, after the same is ready subject to such member compensating the Developer with the losses/damages suffered by the Developer. The Society has agreed to join in such proceedings which the Developer may adopt in the interest of the Redevelopment. Upon the completion of the Building, the Developer shall hand over the keys of the PAAA where the Court Proceedings are pending and thereupon the Court will take decision about handing over the key to such member subject to the claims of the Developer.

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9. DEVELOPER'S RIGHTS AND ENTITLEMENT

(a) In consideration of the Developer re-constructing/developing the Society's Area, at its sole costs, risks and consequences, the Developers are given the right to construct and sell the Developers' Area in the New Premises and appropriate the proceeds unto themselves. The Developers' Area shall consist of the Developer's component of sale flats and remaining car parking spaces (after allotting first to the existing Members as mentioned within along with right to use the Common Areas and facilities of the Society.)

(b) The Developer agrees to allot one car parking space meant for four wheeler car parking to each of the existing Members of the Society, and the remaining car parking spaces, if any, shall belong to the Developer for the purpose of allotting the same as part of the Developer's Area.

(c) The Developer shall be entitled to sale on "principal to principal" basis the remaining new flats (comprising its sale component of flats) for residential purpose only and to allot the balance parking areas to be constructed by them on the said Property to the purchasers thereof on

For MAKWISE HOMES LLP

Partner

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the terms and conditions as the Developer may deem fit and proper and neither the Society and/or its Members shall raise any objection for the same nor shall they be liable or responsible for any act of omission or commission including breach of terms of agreement as may have been executed between the Developer with the said intending purchasers.

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(d) The Developer shall, at its own cost, be entitled to appoint, engage and/or remove Architect/s Structural Engineer, Legal Advisors or such other experts and executives, contractors, sub-contractors as it may deem fit to carry out or assist with the Project to be undertaken by the Developer.

SEAL OF THE SUB REGISTRAR KURLA-1 ★ GURGAON DIST. (HARYANA)

(e) The Developer shall be entitled to issue advertisement in the newspapers and other media as may be deemed fit by the Developer announcing the re-development of the said Property and inviting objections or claims on the said Property and/ or the sale of the flats on ownership basis, subject to the production of sanctioned of plans with IOD.

(f) The Developer shall upon registration of these presents be entitled to display their sign board on the said Property indicating thereby that the Developer has acquired the 'Development Rights' of the said Property and is entitled to carry out the Project of re-development of the said Property. The Developer shall also display the name of the Society as owner of the said Property. This will not amount to grant of any sort of license or giving possession of the said Property to the Developer.

For MAKWISE HOMES LLP
Partner

(g) The Developer, without prejudice to its rights under this Agreement, shall be entitled to defend, resist or settle any claim, at its discretion that may be made against it and/or the Society for redevelopment of the said Property.

(h) The Developer shall be entitled to store building materials at the Project site and put up temporary structures at the Project site for workers to stay there on the site during the period of construction/redevelopment activities to be carried out the said Property.

(i) Notwithstanding the entitlements above, the Developer shall ensure total compliance with all rules and regulations that are currently in force, with regard to Developers' Area and also ensure that the distribution of

power, water and other Common Amenities are in proportion and that there is no discrimination of any sort whatsoever with respect to such distribution between the existing Members and new purchasers of flats comprising the Developers' Area.

10. THE NEW BUILDING

The newly constructed building shall be known as **"ANUVIDNYAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED"** and shall consist of Society's Area and the Developers' Area and such Amenities as mentioned in this Agreement.

11. CONSIDERATION/PAYMENT

(a) **Hardship Compensation (Corpus Amount):**

(i) The Developer shall pay to each Member a sum of **Rs. 4,00,000/- (Rupees Four Lakhs only),** towards hardship compensation which the existing Members will suffer on account of the Developer undertaking the Project. The same shall be paid as follows:

(a) **25%** shall be paid by the Developer to each Member before or at time of signing of this Agreement and the Power of Attorney;

(b) **25%** shall be paid by the Developer to each and every member at the time of each and every member vacating his/her residential flat subject to production of IOD with sanctioned Plans;

(c) **Further 25%** shall be paid by the Developer to each and every member at the time of completion of plinth work of the proposed construction; and

(d) **The balance of 25%** shall be paid by the Developer to each and every member at the time of each and every member taking possession of the Permanent accommodation in the new building subject to production of full occupation certificate;

(ii) The details of the amounts payable to each of the Members as and by way of Hardship Compensation is more particularly set out at Serial No.2 in "**Annexure-F**" hereto.

For MAKWISE HOMES LLP

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अनुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

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(iii) It is hereby clarified that if any amount by way of property taxes, unpaid stamp duty amount or other pending dues, outgoings, maintenance charges and levies, etc attributable to any premises of any Member is pending at the time of execution of these presents, each and every member shall clear the same at his/her own costs and expenses. The Society has also paid all outgoings such as Municipal Property Taxes, NA Assessment, Electric Bill, Water charges etc. as of date. In case of any arrears the same shall be paid by the Society.

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(iv) It is hereby clarified by and between the Parties and expressly agreed by the Developer that under no circumstances whatsoever, including the Developer being unable to undertake/complete the Project for whatsoever reasons, including a Force Majeure Event, will the amount of Hardship Compensation mentioned under this Clause 11 (a) be refundable.

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(b) **Displacement Compensation:**

(i) The Developer shall pay to the Members, a monthly rehabilitation or displacement compensation of **Rs. 30,000/-** per month for the first 11 months from the date of vacating and thereafter for every next trench of 11 months, there will be an enhancement rate of 10% till possession of the permanent accommodation is offered to the Members. In case of amount of GST liable to be paid, the same shall be paid by the Developer.

For MAKWISE HOMES LLP
Partner

(ii) The Displacement Compensation for the first entire 11 months of the Development Period shall be paid by the Developer to each and every Member by way of 11 post-dated cheques. Upon the expiration of first 10 months, the Developer shall pay the displacement compensation at the enhanced Rent for another trench of 11 months and so on till possession of the permanent accommodation is given to the member.

(iii) If for any circumstances, except for a Force Majeure Event, the Developer is required to undertake the Project within the Grace Period, then the Developer hereby agrees to provide post-dated cheques for 6 (six) months escalated Displacement Compensation

(as per Clause 11 (b) above) to the Members in the 23rd (twenty third) month of the Development Period without any delay or demur. Further, if for any circumstances, except for a Force Majeure Event, and at Society's discretion, if the Developer is permitted by the Society to undertake the Project post the expiry of the Grace Period, the Developer hereby agrees to pay Displacement Compensation escalated by 25% (twenty five percent) of the Displacement Compensation existing at the expiry of the Grace Period without any delay or demur.

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(iv) Unless this Agreement is terminated as per Clause 27 below, the said Displacement Compensation shall be paid by the Developer till the time the Developer grants Possession to the Members post receipt of OC.

(v) The details of the amounts payable to each of the Members as and by way of Displacement Compensation is more particularly set out at Serial No.3 in "**Annexure- F**" hereto.

(vi) If, before the Development Period, the Developer is able to obtain OC and issue Possession notice to the Society to enable the Members to take Possession of the Members' New Premises, then in such case, the Members shall return the remaining unused cheque/s representing the Displacement Compensation to the Developer after the expiry of 30 (thirty) days from the date of receipt of Possession notice from the Developer. The Members shall, without default or delay, return the said balance cheque/s as mentioned above to the Developer and the Developer shall be at liberty to stop payment of such balance cheques after expiry of the said 30 (thirty) days. The Members shall not claim for the amount of such balance cheques/s and/or seek any legal relief/remedy in lieu of such unpaid cheques.

(vii) It is hereby clarified by and between the Parties and expressly agreed by the Developer that under no circumstances whatsoever, including the Developer being unable to undertake/complete the Project for whatsoever reasons, including a Force Majeure Event, will the amount of Displacement Compensation, including all

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For MAKWISE HOMES LLP
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related and escalated displacement compensation, mentioned under this Clause 11 (b) be refundable.

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(c) **Shifting Compensation:**

(i) In addition to the Hardship Compensation and Displacement Compensation, the Developer shall pay to the Members, a sum of Rs. 10,000/- (Rupees Ten Thousand only) per Member towards vacating and further sum of Rs.10,000/- for taking possession of the Permanent Accommodation. Such amount shall be paid upon each Member vacating and handing over quiet, vacant and peaceful possession of the respective Member's Existing Premises to the Developer and on the Member taking possession of the New Premises in the newly constructed building.

(ii) It is hereby clarified by and between the Parties and expressly agreed by the Developer that under no circumstances whatsoever, including the Developer being unable to undertake/complete the Project for whatsoever reasons, including a Force Majeure Event, will the amount of Shifting Compensation mentioned under this Clause 11 (b) be refundable.

(d) Upon receipt of notice of Possession from the Developer, the Architect/PMC and the Members shall take inspection and measurement of the Carpet Area of Members' newly constructed residential flats and commercial premises (forming part of the Members Existing Premises) constructed by the Developer. If such measurement reveals that the Carpet Area of any of such premises is found less than the agreed entitlement area, which in any event should not be more than 3% (three percent) of agreed entitlement area, the Developer shall compensate for such lesser area @ Rs. 22,000/- (Rupees Twenty Two Thousand only) per sq.ft. of RERA Carpet Area and which shall be paid by the Developer before the concerned Member takes Possession of his/her said new premises. However, in case of the new Carpet Area exceeding the agreed entitlement area, then it is hereby clarified that the Member shall not be liable to pay any amount of whatsoever nature to the Developer towards such additional area provided by the Developer, whether intentionally/wilful or not.

For MAKWISE HOMES LLP Partner

(e) Security Deposit for Defect Liability Period

(i) The Developer has agreed to provide Security Deposit in the sum of **Rs.2,00,00,000/- (Rupees Two Crores Only)** and after the registration of this Agreement the Developer shall open a separate account in the name of the Developer marked with "Escrow Account" in which the said amount shall be deposited. The cheque book will be handed over to the PMC Architect and as and when the amount is to be disbursed for getting permissions/approval, the said PMC Architect shall provide the cheque for issuing such cheque for payment. The Developer shall utilize the said amount only for the purpose of obtaining approval/sanction and shall not use the said amount for any other purposes.

(ii) During the Defect Liability Period, the Developer shall make good and remedy, at its own cost and expense, any and all defects, leakages, seepages, shrinkages or other defects and faults, whether structural or otherwise, that may appear in the newly constructed building and in the New Premises of the Members upon intimation thereof by the Society of any such defect, leakage, seepage, shrinkage or other defects or faults due to any deficiency in quality and quantity of workmanship and materials used/provided by the Developer, subject to that no alteration, modification, changes shall be done in respective of such newly constructed building and in the New Premises by the Society/Members.

(f) <u>Bank Guarantee</u>

Immediately after the issuance of Intimation of Disapproval from MCGM, and within a period of 15 days from the date of the IOD, the Developer shall provide a Bank guarantee from any Nationalized Bank in the sum of **Rs.3,00,00,000/- (Rupees Three Crores Only)** which shall be on reducing basis depending upon the construction and which will be certified by the Project Architect. A chart showing the deduction of Bank Guarantee as per the progress of the work is annexed hereto and mark as **Annexure-J.**

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Partner

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12. SALE OF EXISTING MEMBER PREMISES

(a) If, at any time after the registration of this Agreement and before the submission of the Final Building Plans to the MCGM, any Member desires to sell/transfer his/her existing premises and is not interested in participating in the Project, then such Member shall have the option to sell his/her said premise to the Developer or to any other Member after prior intimation to the Society and the Developer. The Developer or such other Member, at its discretion, may purchase such premise and shareholding of such outgoing Member at a price mutually agreed. Such outgoing Member shall not be entitled to or be eligible to receive any payment as mentioned under Clause 11 above or any other benefit arising from the Project or under this Agreement, including share in Sinking Fund or any fund of the Society.

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(b) It is hereby clarified that neither the outgoing Member nor the Developer/other purchasing Member shall undertake any act, directly or indirectly, which affects or delays the Project in case they decide to proceed with the sale/purchase of the said premise in terms of Clause 12(a) above.

13. COST OF CONSTRUCTION / REDEVLOPMENT

(a) The total cost of the Project, *inter alia*, including demolition of the said Building, reconstruction of the new building, development of the New Premises, purchase and loading of TDR/FSI, obtaining necessary permits, sanctions, Approvals and all other demolition and construction related expenses as well as payment of stamp duty and registration charges on this Agreement and on Permanent Individual Accommodation Agreement will be borne and paid by the Developer and the entire Project shall be undertaken by the Developer at its own costs, risk, liability and responsibility. In case any of the member who is not joining in signing, executing and registering this Development Agreement, at the time of execution and registration of Tri-Partite Permanent Alternate Accommodation Agreement, such member will be liable to pay the amount of stamp duty and registration fees and the Developer shall not be liable or responsible for the same.

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(b) The Developer shall also bear all costs and expenses, including all premium related to redevelopment of the Society's building to the MCGM/Competent Authorities.

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(c) The Developer shall, at its costs, procure all materials, equipment, machinery, etc. for undertaking the Project and ensure adequate and uninterrupted supply of the same for which the Developer shall further ensure that it makes timely payments to the suppliers thereof. The Society reserves its right to test any such materials, through its Architect/PMC, from any certified recognized testing laboratories to the satisfaction of the PMC before such material is used by the Developer. If the test results prove unsatisfactory, then the costs of such testing shall be paid by the Developer, else the same will be borne by the Society.

(d) The Developer, at its costs, shall appoint adequate number of full-time competent site engineers and an experienced site supervisor, all having adequate and appropriate experience, with respect to the Project to be undertaken by the Developer as contemplated herein.

(e) All outgoings in respect of the said Property, including property taxes, levies, assessments up to the date the entire vacant possession of the Members' Existing Premises are handed over to the Developer as provided herein shall be borne and paid by the Society and/or its Members as may be applicable and thereafter by the Developer till grant of Possession of the New Premises to the Society/Members. Upon taking Possession, all the foregoing costs shall be borne and paid by the Society and the Members as the case may be.

(f) It is clarified that assessment taxes, Land Under Construction (LUC) taxes, water charges, extra water charges, electricity charges, N.A. taxes, property taxes and any other cess/duty/charge/penalty as well as any other cost, charges, deposits, fees, penalties etc. by whatever name in any manner connected and/or arising out and in respect of Project and concerning the said Property as contemplated hereunder, shall be borne and paid by the Developer from date of all the existing Members vacating and handing over their respective premises to the Developer till the grant of Possession of the New Premises to the Society/Members.

For MAKWISE HOMES LLP

Partner

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(g) The Developer shall hand over certified xerox copies of all receipts for the payment of all outgoings as mentioned in this Clause 13(f) to the Society.

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(h) In respect of the unsold Developer's premises, the Developer shall bear and pay all outgoings as may be applicable, maintenance and property taxes and all other outgoings and charges and levies as may be applicable with respect to the unsold premises from the day the Society starts levying such outgoings on its Members.

(i) The Developer shall adopt all safety and security measures for the purpose to avoid any mishap or accident and provide such measures to all persons deployed by it at the said Property for undertaking the Project as well as for the safety and security of the said Property. The Society/Members/PMC shall not be responsible in any manner for non-compliance by the Developer of any of such measures. The Developer shall abide by all applicable labour laws and provide necessary insurance and keep it in force during the subsistence of this Agreement. In case if any claim arises, the Society shall be entitled to claim losses and damages on account of any such claims. The Developer shall indemnify the Society and the Members against any and all such claims and to provide "Developer all risk policy" and renew the said policy from time to time till completion of the Project. If in case any labour dispute is raised by any Competent Authorities on the Project, the Developer takes sole responsibility for the same as well as to keep informed the Society of such dispute, including indemnifying the Society/Members therefrom.

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For MAKWISE HOMES LLP
Partner

14. NEWLY CONSTRUCTED PREMISES

(a) **Plan:** The Developer has furnished to the Society proposed floor plan in relation to the new premises - Residential flats to be provided/allocated to the existing Members. The existing Members have unanimously approved the said plan and which has been sanctioned by the MCGM/Competent Authority and it is hereby further agreed between the Parties that the construction of the New Premises by the Developer shall be strictly as per the said Sanctioned Plan. The Developer will not make any modification, major or minor, whatsoever to the said Sanctioned Plan. A copy of the said proposed plan submitted for approvals & certified by the Architect, is annexed and marked hereto as "Annexure-H". Should any

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change, minor or major, be required thereto, the Developer will first intimate and discuss the same with the Society and get the same pre-approved by the Society before re-submitting the same to the MCGM/Competent Authority. The foregoing provisions shall also apply to the plans for the free sale component of Developer's flats. Breach of this Clause by the Developer shall be treated as a material breach of this Agreement. Provided however that the Developer may make minor additions or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by Society's Architect and PMC after proper declaration and intimation to the Society. Prior consent of the Society will be required for carrying out any such additions or alterations, such consent not to be unreasonably withheld.

(b) **No Change of User of Premises:** It is expressly agreed by and between the Parties and the Members that the New Premises to be provided by the Developer to the existing Members shall be used only for the purpose for which it was used prior to the execution of these presents and for no other purpose or purposes whatsoever. The Members agree not to change the user usage of their respective premises, without prior written consent of the Developer or the Society and the Competent Authorities as may be applicable.

(c) **Additional Free Carpet Area:** The Developer shall provide to each and every member permanent accommodation admeasuring 800.00 sq.ft. Carpet area in lieu of the existing carpet area (i.e. of 421.00 sq.ft. + Additional carpet area 379.00 sq.ft.) (i.e. Aprx. Rera Carpet area 840.00 sq.ft.) free of cost and on Ownership Basis.

(d) **Additional Purchased Carpet Area:** If any Member wants to avail any Carpet Area, in addition to the area of 800.00 sq.ft. Carpet Area in terms of Clause 14(c) above, then the same shall be at the discounted rate of 10% of the market price prevailing and mutually agreed between such Member and the Developer and such payment shall be subject to deduction of TDS as per applicable laws. Further, it shall be ensured that the Project shall not be hampered or delayed for any dispute between the Developer and such Member as regards availing of any said additional purchased area. Any purchase of additional area from the Developer shall be subject to GST and deduction of TDS as per applicable laws.

For MAKWISE HOMES LLP

Partner

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(e) **Elevation:** The Society and the Members shall not alter, amend, modify etc., the elevation of the New Premises or the newly constructed building, whether the side, front or rear nor shall the they alter, amend, modify the entrance lobby, staircase, lift, passage/s, refuge area, terrace etc. of the proposed newly constructed building and shall keep the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever or alter the attachments to the elevation of the said proposed new building, including fixing or changing or altering grills, windows, air conditioners sections, chajja etc. The existing Members further irrevocably agree to fix their air-conditioners, whether window or split, only at such places as may be earmarked in plans by the Architect / Developer for the same.

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(f) **Construction Quality:** If within the Defect Liability Period, if the Society or any existing Member brings to the notice of the Developer any defect in the New Premises with regard to the material used therein or the quality of the construction, then, wherever and whatever such defects are attributable to any acts or omission or negligence of the Developer, the same shall be rectified by the Developer at its own cost without any delay or demur, and in case if it is not possible to rectify such defects, then the Society/such Member shall be entitled to receive from the Developer, reasonable compensation for such defect. It is clarified that such obligation towards the defect liability as set out shall not pertain to any manufacturing or other defects in any of the internal Amenities provided by the Developer in the New Premises.

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(g) **Grant of Possession to Existing Members:** As soon as the Developer obtains OC / BCC from the MCGM/Competent Authorities, the Developer shall send a written notice thereof, along with a copy of the OC / BCC, to the Society. Upon receipt of such notice from the Society, the existing Members shall then officially take Possession and occupy their respective New Premises within an overall period of 30 (thirty) days from the date of receipt of the foregoing Possession notice from the Developer. The Developer shall not be obliged to pay any Displacement Compensation to any existing Member upon the expiry of such 30 (thirty) days, irrespective whether any existing Member has taken the Possession of his/her respective New Premises or not, as well as not be liable to bear and pay

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any taxes and other outgoings relating to such Member's New Premises from the date of such deemed possession. In case any existing Member fails to take possession of his/her said New Premises within the aforesaid period, such existing Member shall continue to be liable to pay the Society maintenance charges and other outgoings and charges as may be applicable.

(h) **Grant of Possession to New Purchasers:** It is agreed that the flats available to the Developer for sale to the new purchasers and comprising the Developers' Area will be allotted only for residential purposes and not for any commercial or any other activity or purpose and further such new purchasers shall be given limited possession only for undertaking fit-out works. Full and final possession of such residential flats to the new purchasers shall be given by the Developer only once full Possession of all the New Premises is given to all the existing Members of the Society upon obtaining the OC as agreed in this Agreement.

15. PARKING FACILITY

(a) Whatever car parking spaces (stilt, basement and/or open) may be available as per Sanctioned Plans in the newly constructed building, the said parking space will be shared between the Parties, provided however that the Developer will, without fail, provide at least 1 (one) car parking spaces to the existing Members.

(b) The Society agrees that any parking facility over the above the aforesaid parking spaces, will belong to the Developer and shall be allotted by the Developer only to new incoming purchasers and not to anyone else i.e. not to any non-member.

(c) The Developer has hereby agreed that it will ensure that all existing Members shall have the first right to be granted the said car parking spaces and only then balance space, if available, will be sold by the Developer to the new incoming purchasers provided the same is sold along with the flats comprising the Developers' Area.

(d) The Developer hereby agrees that the right to allocate the car parking spaces to the existing Members as well as to the new incoming

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purchasers shall always vest with the Society only & Society /Developer cannot sell/ allot the Visitors' car parking space to anyone as shown in sanctioned plan.

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(e) The Parties hereby expressly agree and acknowledge that they will ensure that the allocated car parking spaces will be used by the existing Members and the new incoming purchasers only for parking their 4 (four) wheeler vehicle and not for any other purpose whatsoever, including for storage or any other purposes.

(f) The Developer shall ensure that all car parking spaces are appropriately numbered as per sanctioned plan.

16. SPECIFIC AMENITIES

(a) Certain existing Members may want their New Premises duly completed with Amenities while certain Members may want super structure (i.e. raw/khokha) premises. It is agreed between the Parties hereto that the Developer shall hand over such premises as mentioned hereunder.

(b) **New Premises with Amenities:**

(i) The Developer shall provide to the existing Members Amenities in their New Premises as set in Annexure D hereto. It is clarified that such Amenities shall not be less than or inferior to as set out in the said exhibit. Further, the Developer shall not make any discrimination in providing the Amenities in the premises to the existing Members as well as to the new incoming purchasers.

(ii) It is specifically agreed between the Parties hereto that the Developer shall have the right to change/alter/substitute the internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer and in this behalf the Developer will take the prior approvals /consent of the Society & PMC Architects,. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives with Society's prior Approval. The Developer shall however try to ensure that such

For MAKWISE HOMES LLP
Partner

substitutes and/or alternatives are identical or similar to the internal Amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Society and the Members agree not to claim any unjustified compensation on account of such approved change/substitution.

(iii) It is clarified that the said internal Amenities are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the said internal Amenities may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same unless the same are defective and unfunctional. Accordingly, the Members shall check the quality/functioning of the said internal Amenities before taking Possession of their New Premises and once the Possession thereof with the said internal Amenities is handed over by the Developer and accepted by the Members, thereafter in case of any operational issues or malfunctioning of the said internal Amenities, the Members shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Members shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective said internal Amenities (if applicable).

(c) The Parties hereby agree that for those existing Members who want their New Premises with part Amenities as well as part without Amenities, the same shall be subject to negotiations and transaction between such Members and the Developer and the same would be detailed in the Permanent Individual Accommodation Agreement to be entered into by such Member and the Developer pursuant to this Agreement.

(d) It is further clarified that in case of any dispute with respect to provision or non-provision or poor/deficient provision of internal Amenities as agreed under this Clause 5.1(Y), the same shall be subject to dispute between such parties only and shall be resolved by them mutually.

For MAKWISE HOMES LLP

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