ADJ/1100901/ ८५० / 2022-K
Pages 35 | 21

कुरला - ९
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2022

17. COMMON AMENITIES

(a) Apart from other common Amenities as mention in this Agreement, the Developer shall provide the following incidental and common amenities at its costs and as per DCR/applicable laws:

(i) Adequate facility for water recycling and rain water harvesting;

(ii) In case of car parking is by way of stack parking, the same should be 10 (ten) years maintenance free;

(iii) Proper fire protection system;

(iv) A duly furnished Society office of 200 sq. ft Carpet Area / or as may be approved by MCGM/competent authorities;

(v) Refuge area; refuge area; garden area, staircase, passage, mid-landing, common open terrace, stilt/open car parking, society office, watchman cabin etc.

(vi) 2 (two) common toilets on the ground floor for watchmen and servants, as per approved plan;

(vii) A well-designed and spacious lobby, entrance lobby at the ground floor along with well-designed member name plate for each wing;

(viii) CCTV cameras of reputed brand in all open areas and in car parking areas and on all residential floors and on terrace and in the elevators with 10 (ten) years maintenance free;

(ix) Automatic lifts of reputed brand (preferably Otis or Schindler) with 5 (years) maintenance free;

(x) A landscaped garden and children's playing area;

(xi) Sufficient lighting system and air ventilation throughout the passages and in the common areas; and

(xii) All other amenities/facilities as are set out in Tender document and the List of amenities given by the Developer, as mentioned in **Annexure- 'E'.**

As well as benefits arising from the foregoing but the same shall not be counted in the Carpet Area to be provided to the Society's/Members as agreed hereunder.

(b) The Developer agrees to enter into contractual agreements with the services providers and bear the annual maintenance cost for maintaining

THE SEAL OF THE SUB REGISTRAR KURLA-1
For MAKWISE HOMES LLP
Partner

करल - १
१०९३२ | ६०,५००
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the Society garden, car stack parking facility and member/passenger lift for the first 10 (ten) years from the receipt of OC/BCC.

(c) Further, the Developer shall make provision for laying solar power systems/heaters on the Society's common terrace in the newly constructed building for the purpose of electricity and such provision shall be made according to the existing rules and regulations, if any. Further, it is clarified that the Developer shall not bear any expense with respect to maintenance thereof once the same is installed by the Developer at its costs and the maintenance costs for the same shall be borne and paid by the Society.

(d) The Developer further agrees as follows:-

(i) the newly constructed Society building will have appropriate drainage system/arrangement with sump and pump to take care of water logging;

(ii) W.C's shall have flushing cisterns instead of flush-valves;

(iii) Necessary clearance certificates will be obtained by it for tax bills, etc from the Competent Authorities at the time of handing back charge of the newly constructed building to the Society;

(e) Society and existing Member's existing Electric meters shall be kept in the custody of the Developer and returned/restored whenever it is suitable before the Development Period. Should the Society prefer, it may also request the Developer to install new electric meters, preferably with any suitable connection. Security deposit paid, if any, by the Society or by any existing Member to BSES/Reliance Energy shall be claimed by such Society/Member.

(f) Should there be any rule, regulation, guideline, statute or directive existing as on date of execution of this Agreement or which may be introduced by any Competent Authority prior to the completion of the Development Period, concerning any amenity or facility to be mandatorily provided by any developer while undertaking redevelopment projects, then the Developer hereby agrees to adhere to such rule, regulation, guideline, statute or directive and provision of such amenity/facility to

For MAKWISE ... LLP

Partner

अणुविजय नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/1100901/ 250 / 2022/K
Pages 37 | 31

the Society at its costs and the same shall form an integral part of the Project.

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(g) The Developer will not at any point of time create any interest, lien or encumbrance, including any third party interest, on the said Property and on the Project, including any interest on any Common Areas thereof before or after the Project, except creating any third party interest only with respect to Developer's component of free sale residential flats and comprising the Developers' Area.

(h) The Parties agree that the common terrace/s shall at all times belong to the Society only. All terraces attachable at the same level as any residential flat, if any, will belong to the respective flat owner.

(i) It is hereby clarified that should any terrace flat be constructed for any member/new purchaser, the Developer agrees that it shall sell such flat along with the terrace and only to such member/new purchaser and not separately.

OFFICE OF THE SUB REGISTRAR KURLA

18. WATER SUPPLY/CONNECTION

For MAKWISE HOMES LLP
Partner

(a) Upon obtaining OC, the Developer shall immediately obtain the necessary permissions, Approvals, etc. from the MCGM and other Competent Authorities so as to procure the necessary water connection and make available adequate water supply which can be provided to the Society 24x7.

(b) The Developer will provide large underground water tanks adequate for 24x7 water supplies to all occupants and will also provide and pressure pumps.

(c) The Developer shall also provide the Society with a bore well and which shall be connected to the WC of all the premises of the Members and new purchasers. As per requirement.

(d) It is hereby clarified and agreed by the Developer that it will not at any point of time, use salt water or borewell water for undertaking the Project.

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

19. SALE OF DEVELOPER'S FLATS

करल - १
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(a) The Developer shall on a principal to principal basis, be entitled to sell, transfer and/or retain on ownership basis the Developer's flats on such terms and conditions as the Developer may deem fit subject to RERA.

(b) Prospective purchasers shall be liable to pay Rs. 300/- (Rupees Three Hundred Only) for the purpose of admission fees and for the Share Certificate to be issued by the Society and the same shall be paid to the Society. Since the Society is having its sinking funds, while admitting such Purchaser as its member, such Purchaser shall pay matching amount of sinking fund, which shall be decided by the Society. Such prospective purchasers shall be bound by the rules, regulations, bye-laws and resolutions of the Society from time to time. However, if the existing Members have retained any fund by whatever name called with the Society prior to or during the Developer undertaking the Project, such purchaser shall pay or contribute to the Society fund, a matching amount while becoming member of the Society. Before the sale or transfer of the Developer flats, the Developer shall clearly intimate the incoming or new purchaser that the Society will not make such incoming member a member of the Society unless and until such matching amount is paid by such member to the Society. The Developer agrees to indemnify the Society for failure on part of the new purchasers to comply with this Clause.

(c) All agreements for sale of Developer's flats by the Developer shall be at the cost, on account of and at the risk of the Developer as the principal and not as the agent, express or implied, of the Society whatsoever; the intention being that the Developer shall be wholly liable and responsible in connection with all matters between the Developer and such party/parties who have purchased or agreed to purchase the shares of the Society and Developer flat/s along with allocated car parking, if any, coming along with sale of such Developer flat.

(d) The Developer shall be entitled to receive and retain with them all the moneys from such persons/parties to whom the Developer's free sale components of flats are sold or allotted and to appropriate the same in such manner as the Developer may deem fit. All the moneys which shall

For MAKWISE HOMES LLP

जनप्रबोधन नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/1100901/ ५५०/ 2022 IK
Pages 39 | 211

be received by the Developer from such persons/parties shall belong to the Developer and will be received by them on their own account.

कुरला - १
८३८२ | ८३१०० | २०२२

20. PENALTY

(a) **Penalty on Members:** If any existing Member does not provide vacant possession of his/her existing premise within 45 (forty five) days from the date of receipt of I.O.D. intimation by the Developer, then such member shall be liable to pay liquidated damages of Rs. 10,000/- (Rupees Ten Thousand Only) per day or part thereof to the Developer. The Developer reserves it right to deduct the said liquidated damages amount from the Hardship Compensation of such Member giving late possession and such liquidated damages shall continue till the date the default continues. Further, such Member shall be liable to bear all costs and consequences suffered or incurred or likely to be suffered or incurred by the Society and/or the Developer for granting any such delayed possession.

(b) **Penalty on Developer:** Should the Developer be unable to give possession of the New Premises along with the OC to all the existing Members within the Development Period or within the Grace Period, if applicable, then the Developer shall be liable to pay to the Society liquidated damages of Rs. 1,00,000/- (Rupees One Lakh Only) per month or part thereof till the date the default continues. Further, the Developer shall be liable to bear all costs and consequences suffered or incurred or likely to be suffered or incurred by the Society for granting such delayed possession.

For MAKWISE HOMES LLP
Partner

21. PROJECT DEVELOPMENT PERIOD

(a) It is hereby agreed between the Parties that subject to a Force Majeure Event, the Developer shall complete the Project within a period of 36 (thirty six) months from the date of receipt of the Commencement Certificate upto Plinth level from the MCGM ("**Development Period**").

(b) The Developer shall be allowed a maximum further grace period of six (6) months from the Development Period to complete the Project ("**Grace Period**") which shall be at the sole discretion of the Society.

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

(c) The Developer's obligations to be performed under this Agreement shall stand suspended without any liability towards the Society so long as any Force Majeure Event continues, provided the Developer has given a written notice to the Society within 15 (fifteen) days from the date on which such Force Majeure Event arose to affect the performance of its obligations hereunder.

(d) In the event of delay in obtaining OC and/or delay in offering Possession of the Members' New Premises beyond the aforesaid Grace Period, in addition to the monthly Displacement Compensation payable to the Members as per Clause 11(b) (i) above, the Developer shall be liable to pay Rs. 1,00,000/- (Rupees One Lakh only) per day as liquidated damages to the Members till the time the Developer offers full and final Possession of the Members' New Premises with OC.

22. ENTITLEMENTS OF THE SOCIETY AND ITS MEMBERS

In consideration of the Society's Grant of Development Right to the Developer, the Society and its Members shall be entitled to the following:

(a) The Developers will carry out demolition of the said Building and Ancillary Structures and shall construct a new building thereon purely for residential purpose and allot a residential flat to each of the existing Members therein as agreed in this Agreement.

(b) The Developer shall construct for each of the Members and provide new self contained residential flats having area as mentioned under Clause 14 (C) above. The new additional free Carpet Area to be allotted to each of the Members is as more particularly set out in proposed floor plan in "**Annexure-G**".

(c) The Developer agrees to allot 1 (one) free car parking space to each and every Member and all the remaining available car parking spaces as per MCGM approved plans shall belong to the Developer to be sold to the new flat purchasers of the Developers without visitor's car parking spaces/ area along with the sale of the residential flat to such new purchasers.

For MAKWISE HOMES LLP

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/1100901/ ५५० / 2022-23
Pages ५१ | २१

(d) The Developers shall also provide free of cost a self contained Society office of about at least 200 sq.ft. (Carpet Area) as may be permissible under the DCPR 2034.

करल - १
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23. REPRESENTATION AND WARRANTIES

(a) **Representations and Warranties of the Society:** The Society hereby warrants, represents and assures the Developer as follows:

(i) The Society is in absolute ownership, use, enjoyment; occupation and possession of the said Property and the existing Members are occupying their respective premises as provided in Second Schedule hereto.

(ii) The title of the Society to the said Property is clear, marketable and free from all encumbrances.

(iii) The Society till date of execution hereof, has not entered into any agreement and/or arrangement for redevelopment, alienation, mortgage of any of its right, title and interest of whatsoever nature and is sufficiently entitled to enter into this Agreement without any restrictions and/or prohibition of any nature whatsoever.

(iv) The Society has not granted any right of way, easement, license or created any other right of any other nature in favour of any person into, over or in respect of the said Property.

(v) Majority of the existing Members of the Society have consented for redevelopment and have also confirmed the appointment of the Developer herein to undertake the Project through the Developer herein and confirming the Resolution passed by the Society authorising the members of the Society's Managing Committee/Redevelopment Committee to enter into this Agreement and execute Power of Attorney in favour of the Developer and all other necessary documents required for the purposes of the Project. Copies of the Consent Letter signed by the said Members are annexed hereto. The Society and the Developer shall jointly or severally, as the case may be, defend any proceedings, if so initiated hereafter by any dissenting Member and shall also initiate appropriate proceedings against such dissenting

THE SEAL OF THE SUB REGISTRAR KURLA-1
For MAKWISE HOMES LLP
Partner

Member, including against any obstruction caused by any Member, so as to get them vacated from their existing premises for demolition of the said Building and for undertaking the Project.

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(vi) The Members shall be solely responsible to give vacant possession of their respective premises to the Developer and the Society shall be solely responsible to give vacant possession of the said Property to the Developer as agreed in this Agreement. The Society and the Members shall give necessary co-operation to the Developer and sign and execute such documents and/or applications as may be necessary or required by the MCGM or any statutory bodies/authorities for redevelopment of the said Property.

(vii) Subject to what is provided above, the said Property is neither under any reservation nor has the Society received any notice or demand from the Government, MCGM or any other authority for acquisition, requisition or attachment of the said Property or any part thereof.

(viii) Most of the premises allotted to the Members in the said Property are occupied by the true and lawful Members and some of them have been leased, let or sublet and/or have been mortgaged or charged in favour of any Bank/s and/or Financial. In case of any such member having let out his/her flat then such member will have to give requisite notice to his/her Licensee to vacate the same and it will be the obligation of such member to deliver quiet vacant and peaceful possession of his/her flat upon production of the IOD from MCGM. Even in case of the member who may have mortgage his/her flat, he/she will have to get the requisite NOC from the Financial Institution from whom he/she may have obtained loan at his/her own costs and expenses.

(ix) The Society has paid all the property taxes, service charges, outgoings, utility charges in respect of water connection, electricity connections payable in respect of the said Property up-to-date and there is no notice or proceedings pending in respect of non-payment of any taxes, rates, charges etc. by the Society to the best knowledge of the Society and there is no dispute as to the boundary of the said Premises.

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

For MAKWIE ... ES LLP

Partner

ADJ/1100901/ 250 / 2022 IK
Pages 43 | 211

(x) There are no prohibitory orders or any attachment order of or otherwise any liabilities in respect of the said Property or any part thereof, whereby the rights of the Society for Grant of Development Right to the Developer is in any way affected and the Developer has confirmed the same.

Sr. No. 9
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(xi) There are no proceedings or suits pending between the Society and the Members of the Society or any occupant of the said Premises in any court of law or decree are passed against the Society and the Members or occupants prohibiting redevelopment of the said Property or any part thereof.

(b) **Representations and Warranties of the Developer:** The Developer hereby warrants, represents and assures the Society as follows:

(i) It is a legal entity duly formed as per applicable laws and has all requisite power and authority to carry on its business and to enter into and perform this Agreement.

THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN

(ii) It has full corporate power and authority to execute and deliver this Agreement and execute all or any other agreements and instruments to be executed pursuant to this Agreement.

For MAKWISE HOMES LLP Partner

(iii) It has not entered into and agrees not to enter into any agreement or understanding, whether oral or in writing, or it has not and will not perform any act or omission, that would adversely affect the purpose of this Agreement.

(iv) It will undertake all its obligations, including payment obligations, as set out in this Agreement promptly and diligently.

(v) It will strictly adhere to all applicable laws, including the DCPR, RERA and other rules and regulations of the Competent Authorities, while undertaking the Project and for undertaking other obligations as envisaged in this Agreement. In the event, the Developer commits any breach as a result of which the Society or any existing Member incurs any loss or damage, the Developer does hereby agree to indemnify and keep indemnified the Society and the Members to the extent of loss or damage which they may suffer.

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

(vi) It will complete the Project within the Development Period or within the Grace Period.

करल - १
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24. ROLES AND OBLIGATIONS OF THE SOCIETY

The Society agrees to as under:

(a) The Society will approve and pass all such resolutions that may be warranted and be necessary from time to time including, at the request of the Developer, to carry forward the process of redevelopment and its allied activities and to facilitate the Developer in carrying out its obligations and the Project and allied activities smoothly, effectively and efficiently.

(b) The Society shall simultaneously with the execution hereof execute in favour of the Developer and/or their two directors, a Power of Attorney to do various acts, deeds, matter and things on behalf of the Society more particularly for undertaking the Project and the same shall remain valid during subsistence of these presents unless terminated as per Clause 29 hereof.

(c) The Society shall cause its Members to give the vacant possession of their respective premises to the Developer as agreed hereunder and the Society shall in turn handover quite vacant and peaceful possession of the said Property to the Developer for undertaking the Project within a period of 45(forty five) days from the date of receipt of I.O.D. notice from the Developer to vacate and with the co-operation of the Developer take necessary action against the Members creating obstruction, if any, in the Project. The Society shall sign all necessary forms, declarations etc. as may be required for obtaining permission within 7 (seven) days from the Developers delivering the same to them and shall co-operate fully with the Developer to obtain various permission, Approvals, etc. for re-development of the said Property.

(d) The Society shall sign and cause to be signed and executed by all necessary parties the necessary documents, plans and applications and proposals to the MCGM and/or other Competent Authorities for

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

For MAKWISE HOMES LLP

ADJ/11000901/ ७८० / 20२१K
Pages ४५ | २१

construction of the new building for the purpose ~~of undertaking the~~ Project.

कुरला - १
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(e) The Society shall be a confirming party and sign and execute to be executed between the Members end the ~~Permanent Individual~~ Accommodation Agreement with the Developer herein for permanent alternate accommodation.

(f) In case of any of the Member creates any obstructions or hindrance in the construction activity that may have been undertaken by the Developer and on account thereof there is delay in construction, the time of completion shall stand automatically extended subject to however that the Developer shall be entitled to claim damage @ Rs.1000/- (Rupees One Thousand Only) per day from such Member for causing delay and the Developer shall be entitled to appropriate/adjust the said amount out of the Hardship Compensation or Displacement Compensation payable to the Member.

THE SUB REGISTRAR KURLA

25. ROLES AND OBLIGATIONS OF THE DEVELOPER

The Developer shall, apart from other obligations as set out in this Agreement, be responsible to carry out the following roles and obligations:-

For MAKWISE HOMES LLP
Partner

(a) As set out in Recital (D) above, it will be the obligation of the Developer to settle the claim of the said F.A. Reactor if required and all the costs charges and expenses in that behalf shall be borne and paid by the Developer alone. The Society/Members will not be responsible to contribute for the same.

(b) The Developer shall submit the plans and proposals as approved by the Society to the Competent Authorities and shall obtain I.O.D within an overall period of 120 (one hundred and twenty) days from the date of registration of these presents. Upon receipt of the Sanctioned Plan and I.O.D. from the Competent Authorities, the Developer shall forward true copy thereof to the Society so as to enable the Society to confirm the same as regards the location and area of the Society's area and the Members' premises.

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

(c) The Developer shall carry on the actual development of the said Property in accordance with this Agreement and strictly as per the Sanctioned Plans and other Approvals and it shall be entitled to do so without any objection or interference from the Society or any person claiming through, from, by under or in trust for it.

करल - ५
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(d) The Developer shall appoint its own architects, R.C.C. consultants and any other consultant for undertaking the Project at its own cost, expense, risk, liability and responsibility. The Developer shall indemnify the Society for any claim, loss, damage, harm, injury, etc suffered or likely to be suffered by the Society on account of any mistake, error, omission, negligence, default or fault on part of the Developer or on part of the said architects and consultants, personnel, etc as may be appointed by the Developer while undertaking the Project.

(e) The Developer shall develop the said Property in accordance with the DCPR, RERA and other applicable rules and regulations, guidelines, directives, notifications bye-laws, sanctions, NOCs, etc of various Competent Authorities, including Department of Civil Aviation, and as may be amended from time to time. In case of any such notice, notification, circular, direction, communication, proceedings, etc is issued/adopted by any Competent Authorities concerned with the development of the said Property for any reason whatsoever, including for alleged breach thereof, the same shall be responded and dealt with by the Developer at its own cost, expense and consequences and the Society, it's Members or any of its office bearers shall not be responsible in any manner whatsoever. The Developer shall keep the Society, its Members and office bearers indemnified in this regard.

(f) The Developer shall after obtaining I.O.D. from the Competent Authority, call upon the Society and its Members and send them a notice in writing to vacate and handover vacant and peaceful possession of the said Property and the Member's premises to the Developer within a period of 45 (forty five) days from the receipt of the said notice.

(g) After the Members have vacated and handed over possession of their respective premises to the Developer as mentioned above, the Developer shall enter upon and commence demolition of the said Building and

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

For MAKWISE [illegible] LLP

ADJ/11009011 ३५०/2014
Pages 47 | २११

Ancillary Structures and undertake the Project as envisaged in this Agreement.

कुरला - १
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(h) Within 120 (one hundred and twenty) days from obtaining Sanctioned Plan with I.O.D. from the Competent Authority, the Developer shall execute and get registered the Permanent Individual Accommodation Agreements for permanent alternate accommodation with the existing Members separately where the Society shall be a confirming party to the said agreement. However, the stamp duty, registration charges and any taxes payable thereon shall be borne and paid by the Developer only. It is however hereby clarified that the stamp duty and any taxes payable on purchase of any extra additional area by any Member in addition to the free area of 800.00 sq. ft. Carpet area shall be borne and paid by the concerned Members at prevailing rates as may be applicable.

(i) The Developer shall construct the new building strictly as per the Sanctioned Plans. Further, the Society and its Members shall have to abide by any changes which any Competent Authority may direct the Developer to carry out provided however that the Developer shall always take prior Approval of the Society before implementing any changes suggested/requested/directed by such Competent Authority.

(j) After the demolition, all debris, grills and the salvage materials shall belong to the Developer and the Developer shall solely be liable to dispose off the same at its own costs and consequences.

(k) The Developer shall, at its own costs, charges and expenses, purchase and load the TDR in the name of the Society and pay the premium as regards acquisition of FSI to be loaded and utilized for the proposed new building to be constructed on the said Property.

(l) The Developer certifies that the newly constructed building structure will be earthquake resistant as recommended by the R.C.C. consultant and geologist and as sanctioned by the MCGM and the reinforcement steel shall be so processed as to prevent rust formation during construction. The concrete mixture shall be used as per the R.C.C consultant's recommendations for earthquake resistance designs and as per latest IS-Code of practice as may be required for the entire construction, including the codes provided by the National Building Codes and Indian Standards

For MAKWISE HOMES LLP
Partner

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Institution in respect of design, workmanship, quality and properties of materials, testing and measurements.

(m) The Developer shall take all statutory insurances, mandatory or otherwise, including third party insurance at its own costs and expenses while undertaking the Project.

(n) The Developer shall ensure that no child labour is employed while undertaking the Project, whether by itself or through any contractor.

(o) The Developer shall alone be responsible for the liability of E.S.I.S, P.F Workmen's Compensation Act and all other statutory liabilities and indemnify and keep indemnified the Society and Members from and against all claims in connection therewith. The Developer shall also take suitable insurance policy for the Society building under construction, to be constructed on the said Property. Copies of the ESIC, P.F. and other mandatory registrations of the Developer and contractors and the insurance policies shall be forwarded to the Society. It is expressly agreed that the Society will not be responsible for any acts of fault, default, omission, negligence or otherwise of the Developer and the contractors appointed by the Developer.

(p) The Developer shall, at its own costs, make its own arrangement for power and water once vacant possession of the said Property is handed over by the Members to the Developer upto the time of receipt of OC.

(q) The Developer will construct the new building on the said Property in one single phase only.

(r) After the Members vacate their respective premises and on Society granting license to enter upon the said Property, the Developer shall immediately demolish the said building. After demolition of the said Building, the Developer shall comply with the requisite terms of the I.O.D and obtain Commencement Certificate within an overall period of 90 (ninety) days thereafter.

(s) It is agreed that subject to a Force Majeure Event, the Developer shall commence and complete the Project within the Development Period or

For MAKWISE HOMES LLP

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ADJ/1100901/ 250 / 2022 MK
Pages 49 | 211

within the Grace Period, if applicable or within such extended period as agreed under these presents.

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(t) Save and except, sale of the Developers' Area to the prospective purchasers, the Developer agrees and undertakes that it shall not create any third party rights in respect of the said Property and shall not do any act whereby the title of the Society to the said Property may become defective.

(u) The Developer shall undertake the Project entirely at its own risks, costs, consequences, expenses, efforts and responsibility as mentioned in this Agreement.

(v) The entire Project cost in all manner including (a) the cost of preparing the plans, designs, elevations etc. and obtaining the necessary sanctions/Approvals; (b) payment of all kinds of procuring or payment of premium/fines to MCGM/Concerned Authorities for additional TDR/FSI; (c) deposits and other charges payable to any of the Competent Authorities; (d) construction costs, including cost of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work; (e) fees and charges payable to Architects, Civil Structural Engineers and, all other persons engaged for the foregoing purpose; (f) cost of purchase of TDR/FSI from the open market (g) all kinds of insurance premium (including premium payable for employees, labourers, workers etc.) and (g) all GST applicable on the free Carpet Area as per Clause 14 (c) above; (h) stamp duty and registration charges payable on this Agreement, POA and Permanent Individual Accommodation Agreement; (i) PMC's fees; and (j) any other expenditure related to the Project not extending beyond the date of issue of the OC shall be borne and paid by the Developer alone. The Developer shall furnish all certified photo copies of all of the foregoing to the Society within 7(seven) days from receipt of Completion Certificated from the Competent Authorities.

For MAKWISE HOMES LLP
Partner

(w) The Developer shall permit the PMC/Architect appointed by the Society to supervise the quality and progress of the construction work undertaken by the Developer and the Developer shall co-operate with the PMC Architect in that regard.

अध्यक्ष खजिनदार
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

(x) From the date the Society grants license to enter upon the said Property to the Developer, the Developers shall pay and discharge all taxes and outgoings including municipal taxes. LUC and all other charges, rates, cess, taxes and outgoings that may be levied by any Competent Authorities in respect of the said Property and till the expiry of 30 (thirty) days from the date of giving written notice to the Society of receipt of OC. In the event of the Developer paying any refundable deposits to the MCGM or any other Competent Authorities in the course of the development of the said Property in the name of the Society, the Developer shall be entitled to the refund of such deposit in its own name. To enable the Developer to obtain the said refund, the Society shall sign or execute all such writings as may be required by the Developer in that behalf without raising any objection or requisition in that behalf.

(y) The Developer will carry out the construction by using superior quality building material and strictly under the supervision of competent structural engineers, architects and by employing experienced and licensed persons as also with the co-operation of the PMC appointed by the Society and RCC structure/ open footing/ loft/ beams/ columns/slabs shall be designed for earthquake resistance.

(z) The Developers shall not be entitled to sell the topmost open to sky common terrace above the topmost residential floor for any purpose to any person whether he/she is a member of the Society or not.

(aa) The Developer agrees and undertakes to always keep the Society and its PMC Architect informed time to time about the correspondences exchanged between it and the Competent Authorities through periodic meetings (once in every 15 days) with the Society's Redevelopment Committee Members (as per Clause 13(g) above) and its PMC. The Developer shall also consider and accept, at its costs, reasonable suggestions as may be given by the PMC.

(bb) The Developer agrees and undertakes to obtain additional water supply connections from MCGM at its cost for the entire Project as per prevailing norms of MCGM.

For MAKWISE HOMES LLP

Partner

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

(cc) The Developer agrees and undertakes to bear and pay all the wages, remunerations, salaries of any skilled, semi-skilled and un-skilled employees, labourers etc deployed by the Developer for the Project. The Developer agrees and undertakes to alone be liable and responsible for any and all of their acts and omissions and further that the Developer alone agrees and undertakes to be liable, responsible and answerable to the statutory or concerned authorities or bodies in the event of any accident/mishap taking place at the Project site and it shall be the sole liability and responsibility of the Developer to take out appropriate insurance policy to deal with the same and as agreed in these presents.

करल - १
१०८३२ ७५ ४००
२०२२

(dd) Before the existing Members are granted Possession of the New Premises in the newly constructed building, the Developer shall not put any prospective purchaser of the Developer's Area, in possession of any flat.

(ee) The Developer shall pay the professional fees of the PMC appointed by the Society as per the terms agreed between the Society and the PMC as per offer letter submitted by PMC.

(ff) Any service tax, sales tax/GST, VAT or any other tax levied by the Government or any other statutory authority in relation to the Project, including on extra free carpet area as agreed under Clause 14 (c) above, shall be borne and paid by the Developer. However, if any Member purchases any Carpet Area, in addition to the foregoing 800.00 sq.ft. Carpet Area, then any service tax, sales tax/GST, VAT or any other tax will be borne and paid by such Member alone.

For MAKWISE HOMES LLP
Partner

(gg) Upon completion of the Project i.e. after obtaining OC, the Developer shall handover and cause their Architect to handover the original files with all original documents, permission, sanctions, plans, etc to the Society.

(hh) Simultaneously upon the execution of these presents, the Developer shall handover the original Deed of Conveyance to the Society.

(ii) The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the Competent Authorities at the time of sanctioning the

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

redevelopment plans or thereafter, as well as all applicable provisions under the RERA and DCPR.

26. LIEN PREMISES

करार - १
१०८३ | १९/१०००
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26.1 It is agreed by the Developers that an area of about 2400.00 square feet carpet area out of the Developers' Premises, (as shown in Blue Colour Wash on the Finalized Tentative Building Plans) is more particularly set out in **"Annexure (I)"** in the New Building (hereinafter called the "Reserved Premises"), shall be kept as a security for the due completion of the New Building and the Developers agree not to sell or transfer the Reserved Premises except in the manner stated in this clause. The Reserved Premises shall be finally demarcated, identified and earmarked simultaneously with the demarcation, identification and earmarking of the Developers' Premises. The lien document of the Reserved Premises shall be executed in the name of the Society stand created immediately on the sanctioning of the Building plans and upon issuance of IOD & Commencement Certificate. Upon the Developers completing the construction of the entire plinth work of the new proposed building, the Reserved Premises shall be released and with regard to the balance reserved premises, the same shall be released upon the Developers completing the total RCC Super structure including terrace area, construction of water tank and provision for lift. In case of the failure on the part of the Developer then the Society shall have right to sell the same or any part thereof and out of the sale proceeds to complete the entire construction of the remaining project.

26.2 RIGHT OF THE SOCIETY TO SELL THE RESERVED PREMISES:

(i) If the Developers fail to complete the construction of the New Building with Full Occupancy Certificate as aforesaid then, without prejudice to their other rights reserved hereunder and without any reference to the Developers and notwithstanding pendency of any proceedings in any court of law or authority, the Society shall be entitled to exercise the rights of the Developers to sell and/or dispose of the Reserved Premises in its own name, for such price and on such terms and conditions as the Society in its absolute discretion may deem fit and proper and receive in its name and appropriate to itself the sale proceeds in respect thereof, for which the Developers have, without any protest or demur, permitted the Society to so sell

For MAKWISE HOMES LLP
Partner

अधिवक्ता
सहकारिता न्याय कर्मचारी गृह निर्माण संस्था (मर्यादित)

ADJ/1100901/ 250 / 2022-TK
Pages 53 | 211

the Reserved Premises and receive the sale proceeds and appropriate the same to itself. The Developers agree not to dispute or challenge the sale or sale price of the Reserved Premises.

कुर्ला - १
0832 | 400
2022

(ii) The Society shall be entitled to utilize the said sale proceeds received from the sale of the Reserved Premises to complete the construction of the Members' New Premises in the New Building with all amenities through any other builder or contractor of its own choice, obtain the Occupancy Certificate / Part Occupancy Certificate of the Members' New Premises and/or pay or reimburse to the Members or adjust the hardship compensation or the Hardship Allowance for the temporary alternate accommodation or arrears thereof and/or appropriate to itself, the Developers' Liquidated Damages (defined hereafter), if any, payable by the Developers and all other amounts payable by the Developers to the Society/ Members and in case the sale proceeds received from the sale of the Reserved Premises are insufficient for such payments and expenses, then such deficient amount shall be paid or reimbursed to the Society by the Developers, within 15 days from the date on which the Society gives to the Developers a written notice of the deficit thus due from the Developers to the Society, failing which the Society shall be entitled to recover from the Developers interest @ 24% p. a. on the amount of such deficit from the due date till the date on which the Society receives/recovers from the Developers whole of such deficit together with up-to-date interest thereon as aforesaid.

SEAL OF THE SUB REGISTRAR KURLA-1

For MAKWISE HOMES LLP
Partner

(iii) Notwithstanding any of the provisions of these presents, it is hereby specifically and clearly agreed and understood by and between the Society and the Developers that the option or the manner in which the sale proceeds received from the sale of the Reserved Premises shall be utilized, shall be at the sole and absolute discretion of the Society and it is agreed that the Developers shall have no say in the matter and shall not insist upon the Society to utilize the sale proceeds received from the sale of the Reserved Premises for any particular purpose or in any particular manner. However the Developers shall continue

to have rights to their free sale area except the flat which is sold by the Society for recovery of costs of construction. In such an event Developer alone shall be responsible to the Flat Purchasers to whom the Developer has agreed to sell and neither the Society nor any of the Members shall be responsible for any consequences or for the repayment of the consideration, if any paid by them to the Developer.

27. INDEMNIFICATION

(a) The Developer is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by the Developer herein, the Society and the Members have agreed to proceed with the Project through the Developer and also agreed to execute this Agreement. Accordingly, the Developer shall throughout hereafter and always save harmless and keep Indemnified, absolutely and forever, the Society, Members and their respective estates and effect of, from and against any and all actions, demands, claims, notices, suits, proceedings, costs, charges, expenses, losses, damages, fines, penalties etc. that may be caused to or incurred, sustained or suffered or likely to incur, sustain or suffer, by the Society and/or Members, by virtue of any of the aforesaid representations, assurances, declarations, covenants and/or warranties made by the Developer being untrue or for any breach on the part of the Developer of any of the terms of this Agreement. The foregoing indemnity obligation is in addition to other indemnity obligations as expressly set out elsewhere in this Agreement and all indemnity obligations hereunder shall survive the expiry or termination of this Agreement.

(b) The Society hereby agrees to fully indemnify and keep the Developer indemnified of and from any claims, demands, that may arise due to non-payment of any Government liabilities such as property taxes, electricity charges, water charges, till grant of license conferred by the Society upon the Developer to enter upon the said Property for undertaking the Project.

For MAKWISE HOMES LLP
Partner

28. SPECIFIC PERFORMANCE OF AGREEMENT:

28.1 The Developer has agreed to get all the permissions/NOCs, subject to force

अध्यक्ष
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/11009011 250 / 2021K
Page 55 | 211

majeure clause, from the Railway Authorities as well as all other concerned authorities (ii) obtain the necessary concessions for utilizing the entire said FSI benefits, duly approved by the MCGM and give written intimation thereof to the Society along-with certified true copies of appropriate documents/certificate granting the concessions; (iii) purchase the entire permissible TDR/ FSI at their costs, in the name of the Society and obtain approvals from the MCGM, for loading and utilization of such TDR FSI on the said Plot and furnish to the Society for its record, copies of the TDR Agreement and appropriate permissions and certificates from the concerned authorities, certifying the deduction of the TDR/FSI from the relevant Development Rights Certificate ("DRC") and the loading and utilization thereof on the said Plot and to get the Plan sanctioned/ Intimation of Disapproval within a period not exceeding 4 (Four) months from the date hereof. In case of any unforeseen circumstances, the Society may extend the said period in consultation with PMC for such further period as may be necessary.

करल - 9
10e32 | 10 | 800
2022

28.2 In the event of the Developers committing breach of any of the terms and conditions of this Agreement and/or not completing the project within the time stipulated and/or not progressing the construction as per the Bar Chart given by the PMC then the Society shall after giving written notice of Thirty (30) days require the Developer to carry out his part of the obligations failing which, the Society shall be entitled for Specific Performance against the Developer in terms of this Agreement.

29 Termination/Cancellation of Agreement:

29.1 If the Developers (i) carry out or seek to carry out any alterations in the Members' New Premises and/or the common areas in the Building Plans duly approved by the Society, prior to submitting to the MCGM and/or in the Finally Approved Plans approved by the MCGM, without the prior written consent of the Society, at any time; and/or (ii) fail to rectify the work immediately upon being called upon by the Society and/or the PMC as stated above; and/or (iii) fail to comply with, at their costs, any of their obligations, such as payment of Corpus amount, Displacement charges, Enhancement in the displacement charges, Brokerage, Transportation as are mentioned above and/or (iv) fail to execute individual Allotment Agreements for permanent alternate accommodation as stated above; and/or (v) fail to commence the construction

For MAKWISE HOMES LLP
Partner

अध्यक्ष
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

work of the New Building within 60 days from the License Date or having once commenced the construction work, stop or suspend the construction work and/or abandon the construction work for more than 3 (three) months at any stage without any reasonable cause; and/or (vi) fail to complete each stage of construction within the periods mentioned in the Bar Chart/Activity Schedule annexed hereto and/or achieve the Milestones within the periods mentioned hereinabove and/or (vii) fail to complete the redevelopment of the New Building, with Full Occupancy Certificate, with official permanent Municipal water and electricity connections and supplies and hand over possession of the Members' New Premises to the existing Members within the extended completion period for any reason other than the aforesaid force majeure; and/or (viii) are adjudged as insolvent; and/or (ix) the Developers' LLP is dissolved or ceases to exist for any other reason; and/or (x) assign or transfer the benefit of this contract or their rights hereunder to any third party as stated above; and/or (xi) commit any breach of this Agreement, then in any such event, the Society shall send a notice in writing calling upon the Developers to rectify the breach within a period of 30 (Thirty) days from the date of the receipt of the notice and if the Developers fail to comply with such obligation/s within the notice period, then the Society shall be entitled to, without prejudice to the rights and contention of the Society to terminate this development Agreement, to receive and collect the balance sale proceeds of the sale of the sold/unsold Flats of the Developers area for which the Developer hereby authorizes and empower the Committee Member of the Society to effect sale thereof and to register document and to receive and accept the sale proceeds and to give acknowledgement for and on behalf of the Developer and such sale proceeds to be applied for completing the project under the Supervision of PMC and Society. In case of any deficit sale proceeds by reason of the aforesaid, the Society shall be entitled to recover such deficit from the Developer personally.

29.2. **Consequences of Termination:**

In case of the happening of the aforesaid event as per clause 29.1, the Developer shall not be entitled to receive and collect the balance consideration and to co-operate with the Society in the matter of completing the project and in the manner agreed in clause 29.1 above.

30. **POWER OF ATTORNEY**

(a) Simultaneously herewith, the Society has through the hands of its authorized Managing & Redevelopment Committee, granted a Limited

For MAKWISE HOMES LLP Partner

अध्यक्ष सचिव

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/11000301/ 250/2024
Pages 57 | 211

General Power of Attorney ("**POA**") in favour of the Developer to do various acts, deeds, matters and things, including obtaining permissions, sanctions, Approvals from the MCGM and other Competent Authorities for undertaking the Project. The draft of the said POA is read and approved in SGBM dated 02.04.2022 and same shall be registered with Development Agreement.

(b) From the day all existing Members vacate their respective premises, the Developer shall have the limited and temporary right and license of entry into the said Property, including for its architects, R.C.C. consultants, contractors, site supervisors, material suppliers, labourers, security men, transport vehicles, agents and others acting for and on behalf of the Developer for the purposes set out in these presents and in the OC and to be on the Project site during the subsistence of this Agreement as also to store the construction materials and build a temporary site office, worker's quarters, workers toilet and other temporary structures as the Developer may deem fit, all at Developer's costs and consequences. The Developer will remove the same within 15 (fifteen) days of the Developer's intimation to the Society of the receipt of the OC and before the members take Possession of their New Premises. Further, once the foregoing license to enter the Society is given to the Developer, the Developer shall be responsible for safeguarding the said Property and prevent it from any illegal and unauthorized encroachment or trespassing till the time full Possession of the redeveloped Society building is given back by the Developer to the Society.

(c) The Developer agrees to hand over certified photocopies of all forms, applications, papers, documents and agreements, if any, signed by the Developer for and on behalf of the Society using the said POA to the Society for its records. The Developer further agrees to handover all the original documents to the Society after completion of the Project as contemplated herein especially those documents which must compulsorily be kept in the records of the Society including but not limited to I.O.D., Commencement Certificate, NOC's, OC, Completion Certificate and Building Completion Certificate and all other Approvals, permits and sanctions obtained from MCGM and other Competent Authorities.

For MAKWISE HOMES LLP
Partner

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

31. TIME IS OF THE ESSENCE

(a) The Developer hereby expressly agrees that time is of the essence of this Agreement and that it shall complete the Project, including obtaining OC, with the Development or within the Grace Period, if applicable and that the Developer shall be solely responsible and liable for all costs and consequences for any delay in completing the Project.

करार - १
१०८३२ | १२/१००
२०२२

(b) It is hereby agreed by the Developer that the Society shall not be responsible or accountable for any negative variation resulting from change/s in law after I.O.D. is issued and that the Developer will continue to undertake and honour its obligations as envisaged in this Agreement without any delay or demur.

32. RAISING OF FINANCE

(a) The Developer shall be entitled to raise financial assistance from banks/financial institutions for the purpose of financing the Project to be undertaken hereunder and for this purpose shall have a right to offer the security of the free sale flats belonging to the Developer and comprising the Developers' Area only and without creating any right or charge in respect of any of existing Members' premises or on the said Property or any Common Areas. The Society agrees to grant permission to the Developer to do the needful for this purpose provided however that the Developer first provides copies of all documents, etc. to be entered into with any such banks/financial institutions for availing the said financial assistance. Provided further that the Society and/or any of its Members will not in any way be liable or responsible for repayment of the loan and/or interest or any part thereof and the Developer shall indemnify and keep indemnified the Society and its Members from any and all liability with respect of raising the foregoing financial assistance.

(b) The Parties hereto do hereby agree that the Developer shall not be entitled to sell any premises other than its free sale component of flats, or create any third party right, title and/or interest in any other premises, or part thereof, and all Common Areas shall always belong to the Society only and the Developer shall not be entitled to put up or allow to be put up any hoardings, antennas, mobile towers etc. in any Common Area and/or on the common terrace of the newly constructed building.

For MAKWISE HOMES LLP
Partner

अध्यक्ष
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

(c) The prospective purchasers of the free sale flats belonging to the Developer shall be free to borrow/avail of housing loan from any financial institution/bank by mortgaging the such flat allotted to them. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of such prospective buyer and the Society shall not be responsible or liable for the same. The Society shall grant its NOC to such prospective purchaser if requested by the purchaser on such terms as it may deem fit.

कुरला - १
१०८३२ ₹ ३००
२०२२

33. AUTHORISED REDEVELOPMENT COMMITTEE MEMBERS

(a) The Society has appointed the following members vide its resolution passed in the Special General Body Meeting / General Body Meeting dated 10.04.2022 to deal with and to execute all agreements, including this Agreement and the POA, and such other forms and documents, etc with the Developer for the Project. A copy of the extract of the said resolution is annexed hereto and marked as "**Annexure (L)**"

1. Mr. : Ravindra Raut (Chairman)
2. Mr. : Sunil N Khakse (Secretary)
3. Mr. : Sadashiva D. Harale (Treasurer)
4. Mrs. : Manisha L. Uthale Redevelopment Committee member
5. Mr. : Vaibhav R. Mali Redevelopment Committee member
6. Mr. : Gouri Shankar Lal Bihari Gound Redevelopment Committee member.

(b) It is hereby clarified that with regard to signing and executing documents, Development Agreement, Power of Attorney, the Society has authorized Chairman, Secretary and Treasurer to sign and execute and to attend the office of the Sub-Registrar to admit execution of the documents on behalf of the Society.

34. PAYMENT OF STAMP DUTY

(a) The stamp duty and registration charges, including applicable GST, in respect of this Agreement and the POA, including all amendments thereto, shall be borne and paid by the Developer.

For MAKWISE HOMES LLP
Partner

(b) The stamp duty and registration charges, including applicable GST, in respect of the Permanent Individual Accommodation Agreement to be executed between the existing Members and the Developer shall be borne and paid by the Developer but only with respect to Additional Free Carpet Area provided by the Developer as per Clause 14 (c) above. However, the stamp duty, including applicable GST, with respect to any Additional Purchased Carpet Area taken by any existing member from the Developer as per Clause 14 (d) above shall be paid by the concerned Member only.

(c) The stamp duty, Registration charges including applicable GST, in respect of the Permanent Individual Accommodation Agreement to be executed between the dissenting members and the Developer shall be borne and paid by the dissenting members only.

(d) The Society as well as the existing Members agree that they shall cooperate with the Developer for the purposes of getting this Agreement and the Permanent Individual Accommodation Agreement stamped and registered with the Competent Authorities and further to attend the relevant registration office along with the Developer to get the same registered within the time limit prescribed under the Registration Act, 1908 without fail.

35. COMPLIANCE WITH RERA

(a) The Developer will comply with all the applicable provisions with respect to all its obligations under the RERA while undertaking the Project.

(b) The Developer will register itself as well as the Project with the Maharashtra Real Estate Regulatory Authority and forthwith provide a copy of the Project Registration Certificate issued by the said authority to the Society.

36. GOODS AND SERVICES TAX

As per the present understanding, the Parties hereto believe that Goods and Services Tax Act ("**GST Act**") being operative and is applicable even to redevelopment of immovable properties. Accordingly, the undermentioned

For MAKWISE HOMES LLP

Partner

ADJ/1100901/ 2022/KR
Pages 61 to 211

terms and provisions have been mutually agreed upon by and between the Parties:-

करण - १
0892 | 14 | 2022

(a) The Parties shall in accordance with GST Act, obtain the GST Registration (GSTIN) and shall duly comply with the provisions of the GST Act;

(b) Both Parties agree to co-operate and comply with the provisions of the GST Act and ensure that there is no delay or default of either Party implementing the GST Act;

(c) The commercial obligation for the GST, if applicable, to the Society would always be of the Developer and that the Developer agrees to bear the GST cost and shall pay the same to the Society as and when ascertained;

(d) The value considered for the Grant of Development Right by the Society to the Developer and for the supply of construction services by the Developer to the Society in terms of this Agreement is agreed for the purpose of determination of GST liability. There is no actual flow of money between either of the Parties.

THE SUB REGISTRAR KURLA

37. FEES OF THE PROFESSIONALS

The Developer shall pay the Professional Fees of the PMC/Architect, Structural Consultant, Legal Advisors of the Society including all other professionals/consultants for the said project.

38. GENERAL PROVISIONS

(a) **Name of the Newly Constructed Building:** The name of the society and the new building to be constructed by the Developer on the said Property shall continue to be 'Anuvidnyan Nagar Co-operative Housing Society Limited' and the same shall not be changed without the prior Approval of the Society. The Developer, with the prior Approval of the Society, shall be entitled to add at such places on the façade or compounds or Common Areas in the newly constructed building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the newly constructed building is being constructed and/or developed or that the same has been constructed and/or developed by the Developer.

For MAKWISE HOMES LLP
Partner

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

(b) **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by both the Parties to this Agreement.

करल - १
१०६३२ | १९७००
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(c) **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

(d) **No Partnership:** This Agreement is entered into by the Parties on a principal to principal basis. Each Party's status with reference to the other Party is that of independent contractor, and nothing contained in this Agreement will be construed as a joint venture, association of persons, partners or agents, principal and agent or employer and employee between the Parties, nor will any similar relationship be deemed to exist between the Parties.

(e) **Survival:** All obligations of the Parties which expressly or by their nature survive the termination or the expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable then such provision shall be enforced to the maximum extent permissible so as to achieve the intent of this Agreement insofar as possible, and all other provisions will nevertheless continue in full force and effect.

(g) **Dispute Resolution:**

(i) To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA, all disputes between the Parties shall be first tried to be resolved through mutual discussions failing which the same shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

For MAKWISE HOMES LLP
Partner

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अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/1100901/ 2020 / 20 dVK

Pages 63 211

(ii) Subject to what is provided herein, any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted in English language by a sole arbitrator to be appointed by the Society. The award rendered by the sole arbitrator shall be in writing and shall set out the reasons for the arbitral decision. The award shall allocate or apportion the costs of the arbitration as the sole arbitrator deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

(h) **Governing Law and Jurisdiction:** Subject to Clause 38(g) above, the Parties agree that the laws of India and the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Property.

(i) **No Demise or Grant or Assignment:** The Developer shall have no right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising in to upon the said Property, the newly constructed building, Society's Area, Member's New Premises and/or otherwise howsoever against the Society, save and except as expressly agreed in these presents. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property and/or any part thereof unto the Developer.

For MAKWISE HOMES LLP Partner

(j) **Notices:** All notices/intimations/correspondences to be given in writing by the Parties hereto shall be by hand delivery/courier/RPAD or by email. The respective addresses and email ID of the Parties are as follows:

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

In case of Developer:

M/S. MAKWISE HOMES LLP
represented by Designated Partners
Mr. Dinesh Purohit and
Mr. Ankit Patel
B/902, Loards CHS Ltd., Plot No.5/35A,
Sector 15, CBD Belapur, Navi Mumbai 400 614
Email id: makwisehomellp@gmail.com

कलम - ५
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In case of Society

Anuvidnyan Nagar Co-operative Housing Society Ltd.,
Survey No.141, CTS No.178 (part),
Agarwadi, Mankhurd, Trombay,
Mumbai 400 088,
Email id: anuvidnyannagar@gmail.com

Such notices/intimations/correspondences by one Party shall be deemed to have been received by the other Party if sent by hand delivery/courier when copy thereof is acknowledged by the recipient and in case of same being sent by email, on transmission thereof by the Party.

(k) **Waiver:** Any delay or indulgence shown by the Society in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Developer shall not be construed as a waiver on the part of the Society of any breach or non-compliance of any of the terms and conditions of this Agreement by the Developer nor shall the same in any manner prejudice any rights of the Society hereunder or in law.

(l) **Assignment:** The Developer shall not assign, encumber, sub-contract and/or transfer, in whole or in part, any right, obligation or benefit arising under this Agreement to any third party person without the prior written consent of the Society.

(m) **Headings:** The headings, subheadings, titles, subtitles used under this Agreement are only for the sake of convenience and easy identification and shall not form part of the operative provisions of this Agreement and shall be ignored in construing and interpreting the same.

(n) **Binding Nature:** In case of demise of any existing Member during the subsistence of this Agreement, the terms of this Agreement shall be binding on the heirs, executors, administrators, and assigns of such

For MAKWISE HOMES LLP
Partner

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

ADJ/11009011 280 /2017K
Pages 65 211

deceased Member and who shall abide by this Agreement and sign and execute Declaration or such other required document in favour of the Developer and the Society confirming that the terms and conditions of these presents shall be binding on them. The heirs of the deceased Member shall not be entitled to receive any further compensation or benefit save and except as stated in this Agreement from the Developer or the Society or claim right adverse to the right/interests of the Developer.

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(o) **Recitals:** The Recitals herein shall form an operative and an integral part of this Agreement and the same should be deemed to be incorporated in the operative part as if the same were set out hereinafter and reproduced verbatim.

(p) **Originals:** The Parties have agreed that the original copy of this Agreement shall be retained by the Society and a notarised copy thereof will be retained by the Developer. Further, all original copies of all Approvals sanctioned by the Competent Authorities, including sanctioned Plans, I.O.D., Commencement Certificate, NOCs, OC / Completion Certificate and Building Completion Certificate, shall be retained by the Society and a copy thereof will be provided to the Developer.

(q) **Legal Costs:** Each Party shall bear its own legal expenses in connection with the negotiations, preparation and execution of this Agreement and any amendments or other documents or instruments relating to the transactions contemplated hereunder.

(r) **Further Assurances:** The Parties hereto shall do and execute such further acts, deeds, matters and things as re reasonable required by the other Party as being necessary desirable or proper to fully and effectively implement this Agreement.

For MAKWISE HOMES LLP
Partner

IN WITNESS WHEREOF, the Parties hereto have signed and delivered these presents at Mumbai the day & year first hereinabove written

SCHEDULE ABOVE REFERRED TO

Plot of Land at Village Mankhurd District Kurla, Mumbai Suburban District (and commonly known as Agarwadi) Trombay Mumbai 400 088 bearing the following:-

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

करल
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Survey No.	CTS No.	Area (Sq. Mtrs.)
141 ०० ७००	178 (part)	2394.90
141	178 (part) (Road Widening)	154.60
141	179(part)	1053.30
141	174(part)	28.90
	TOTAL	**3631.70**

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED)
The Society **Anuvidnyan Nagar CHS Ltd.,**)
Through its)

Sunil Namdeo Khakse Secretary (Signature)		Left Hand Thumb Impression
Ravindra Jagannath Raut Chairman (Signature)		Left Hand Thumb Impression
Sadashiva Dadu Harale Treasurer (Signature)	 Photographs	Left Hand Thumb Impression

Pursuant to the Resolution passed by the Society)
Members at its Special General Body Meeting)
/General Body Meeting held on _____)
in the presence of .....)

Nimish Janardan Bhosale

For MAKWISE HOMES LLP
Partner

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

ADJ/1100901/ ०१० / 2022

Pages 67 | ७१

क्रमांक - ९

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SIGNED SEALED AND DELIVERED BY THE WITHINNAMED

The Members

HARIBAI BHIMRAO UTHALE (Signature)	 Photographs	Left Hand Thumb Impression
MANISHA LAV UTHALE (Signature)		Left Hand Thumb Impression
RUSHIKUMAR VISHNU RAVNANG (Signature)		Left Hand Thumb Impression
SHRIKANT GANESH RANGNEKAR (Signature)		Left Hand Thumb Impression
VAIBHAV RAMCHANDRA MALI (Signature)		Left Hand Thumb Impression
MANISHA VAIBHAV MALI (Signature)		Left Hand Thumb Impression
ASHOK LAXMAN SAID PATIL (Signature)	Photographs	Left Hand Thumb Impression
DOROTHY P. D'SOUZA (Signature)		Left Hand Thumb Impression

For MAKWISE HOMES LLP

Partner

THE SEAL OF THE SUB REGISTRAR MUMBAI SUBURBAN DIST.

खजिनदार

सचिव

अध्यक्ष

करल - १

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P.V. MAHESH KUMAR
(Signature)



Left Hand Thumb Impression

PRIYA MAHESH KUMAR
(Signature)



Left Hand Thumb Impression

MOHD. ARIF MUSTAFA INAMDAR
(Signature)

Left Hand Thumb Impression

SAMPAT GANGARAM NALAWADE
(Signature)



Left Hand Thumb Impression

MANDAR SHRINIVAS RANGNEKAR
(Signature)



Photographs

Left Hand Thumb Impression

GOURI SHANKAR LAL BIHARI GOUND
(Signature)



Photographs

Left Hand Thumb Impression

SURESH PRABHAKAR LOKHANDE
SULBHA SURESH LOKHANDE
(Signature)



Photographs

SSLokhande.JPG

Left Hand Thumb Impression

RUCHA RAJENDRA HATWAR
(Signature)



Left Hand Thumb Impression

For MAKWISE HOMES LLP

Partner

अध्यक्ष सचिव अधिकृत

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

करल - १

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ADJ/11009011/२४० / 2022-HK

Pages 69 | 211

RAJENDRA VISHWANATHJI HATWAR (Signature)		Left Hand Thumb Impression
PREMLATA SETHI W/O MANOHARLAL SETHI (Signature)	 Photographs	Left Hand Thumb Impression
SONALI PRAVIN KADAM (Signature)		Left Hand Thumb Impression
NANDINI SADASHIVA HARALE (Signature)		Left Hand Thumb Impression
SADASHIVA DADU HARALE (Signature)		Left Hand Thumb Impression
SHAKUNTALA B. SHETTY (Signature)		Left Hand Thumb Impression
AVINASH BALKRISHNA SHINDE (Signature)	Photographs	Left Hand Thumb Impression
ANANT PANDURANG RANE (Signature)		Left Hand Thumb Impression

THE SEAL OF THE SUB REGISTRAR KURLA-1 SUBURBAN DIST.

For MAKWISE HOMES LLP
Partner

खजिनदार

सचिव

अध्यक्ष

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

VISHWANTH BHAGWAN MOHITE
(Signature)



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PRABHU NAIR
(Signature)

Photographs

Left Hand Thumb Impression

SUJATHA SURESH SHETTY
(Signature)



Left Hand Thumb Impression

VASANT BALWANT THAKARE
(A)SACHIN VASANT THAKARE

(Signature)
(B) SARIKA MITAL THAKUR
(C) SHRUTHIKA J. MANJREKAR
(D) SANDHYA SHASHANK MANJPEKAR
(E) CHAITALI ANIL MAYEKAR
(F) SANGITA SANDEEP NAGWEKAR
(G) SHRADDHA RAJENDRA MAYEKAR

Photographs

Left Hand Thumb Impression

PRASAD GOPALKRISHNA KAJAREKAR
(Signature)



Photographs

Left Hand Thumb Impression

ASHISH SHRIPAD JOSHI
(Signature)



Left Hand Thumb Impression

BALAJI VENKATRAO MANE
(Signature)



Left Hand Thumb Impression

For MAKWISE HOMES LLP
Partner

अध्यक्ष
अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

कुरला - १

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ADJ/1100901/२४० / 2021K

Pages 71	211

Surekhab. SUREKHA BALAJI MANE (Signature)		 Left Hand Thumb Impression
VPd SHAMRAO BAPU DAINGADE VAISHALI PRAKASH DAINGADE KAMAL MHASKE BHALCHANDRA DAINGADE (Signature)		 Left Hand Thumb Impression
LAXMAN BALAJI GAWADE JAYSHREE LAXMAN GAWADE SAYALI SUNIL GAWADE VIDYA SUBHASH PAWAR ARUNDHATI CHANDRAKANT PARAB MANISHA MADAN PARTE SONALI SUDHIR GAWADE (Signature)	 Photographs	 Left Hand Thumb Impression
RAVINDRA JAGANNATH RAUT (Signature)		 Left Hand Thumb Impression
JASHUBHAI BHANABHAI PATEL (Signature)		 Left Hand Thumb Impression
SUDHIR BABAN SHELKE (Signature)	Photographs	Left Hand Thumb Impression
SUNIL NAMDEO KHAKSE (Signature)		 Left Hand Thumb Impression

THE SEAL OF THE SUB REGISTRAR KURLA-1

For MAKWISE HOMES LLP

Partner

सचिव

अध्यक्ष

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था मर्यादित

Thakkar. REKHA PRAKASH THAKKAR (Signature)	 Photographs	Left Hand Thumb Impression
BABAN BAPU SHELKE (Signature)	Photographs	Left Hand Thumb Impression
Kanetkar VEENALI KANETKAR APTE (Signature)		Left Hand Thumb Impression
Kanetkar. APARNA SADASHIV KANETKAR (Signature)		Left Hand Thumb Impression
शांता गुलाटी SHANTA INDARLAL GULATI (Signature)	 Photographs	Left Hand Thumb Impression
A. Gulati ANJU INDARLAL GULATI (Signature)	 Photographs	Left Hand Thumb Impression

कपल - १
४६३२ | ८६ | ४००
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In the presence of .....

(NIMISH J. BHOSALE)

For MAKWISE HOMES LLP
Partner

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

ADJ/1100901/ ४६०/ 2022-IK	
Pages 73	21

करल - १		
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SIGNED SEALED AND DELIVERED BY THE WITHINNAMED)
the Developer **M/S. MAKWISE HOMES LLP**)
through its Designated Partners)

Mr. Dinesh T. Purohit (Signature)		Left Hand Thumb Impression
Mr. Ankit B. Patel (Signature)		Left Hand Thumb Impression

In the presence of .....

(ANAND ASHOK INGLE)

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

For MAKWISE HOMES LLP

Partner

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्या.)




THE SEAL OF THE SUB REGIST



ADJ/11009011 /20 /2022
Pages 75 | 291

ANUVIDNYAN NAGAR CHS. LTD.

(On CTS. No. 178(pt.), 179(pt.) & 174 (Pt.) at village Mankhurd, Agarwadi situated M/E ward, Mumbai.]

करल - १
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DETAILS OF ANNEXURE

SR. No	ANNEXURE	DESCRIPTION OF ANNEXURE	PAGE NO.
01	Annexure 'A'	Copy of Property Register Card	05
02	Annexure 'B'	Copy of Resolution SGBM, dt.27.03.2022 & Confirm Appointment of Developer by Dy. Registrar	07
03	Annexure 'C'	List of Members with existing carpet area & proposed carpet area.	07
04	Annexure 'D'	Copy of 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.	08
05	Annexure 'E'	List of Internal and External amenities as per tender document/ offer letter submitted and accepted by society & developer on dt. 26.08.21 & 06.09.2021	09
06	Annexure 'F'	Copy of Tender document or Offer letter.	12
07	Annexure 'G'	The Proposed Floor plan of building (Typical floor plan)	17
08	Annexure 'F'	Details of the Corpus fund payable to each existing (i.e. 36) members as hardship compensation.	22
09	Annexure 'F'	Details of the rent/ Displacement compensation payable to each of the members.	24
10	Annexure 'H'	A copy of Proposed plan submitted to Executive Engineer (BP) MCGM for sanction, certified by project Architect & PMC.	29
11	Annexure 'E'	New premises with proposed amenities.	35
12	Annexure 'I'	Lien of Premises till completion of project as additional security.	52
13	Annexure 'J'	Details of Bank Guarantee & Schedules of disbursements.	26
14	Annexure 'K'	Letter from Developer for Confirmation of Bank Guarantee, Escrow A/c. & other amenities to be given in project	-
15	Annexure 'L'	Minutes of Meeting of SGBM dt. 10.04.2022 To Authorised Managing committee members and PMC Architect to sign & execute the documents on behalf of Society.	59
16		D.P. Remarks	
17		Order of MSD Collector	
18		Society Registration Certificate, CTS Plan, Land allotment letter and other documents	

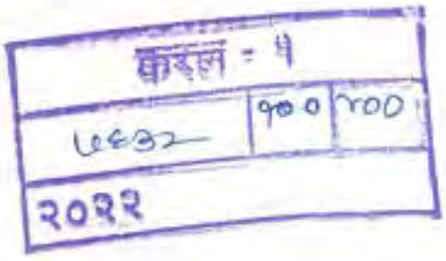
THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DIST. (BANDRA)

For MAKWISE HOMES LLP

Partner

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)


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THE SEAL OF THE SUB REGISTRAR KURI (RAJ.)


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Pages 77 | 211

महाराष्ट्र शासन

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गाव/पेठ : मानखुर्द | तालुका/न.भू.का. : नगर भूमापन अधिकारी, चेंबूर | जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	आसनाला दिलेल्या आकारणीचा किंवा गाळ्याचा तपशील आणि त्याच्या फेरतपासणीची नियत वेळ
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सुविधाधिकार	
हक्काचा मुळ धारक H	
वर्ग:	महाराष्ट्र सरकार
पट्टेदार	
इतर भार	
इतर शेरे	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(या) पट्टेदार(प) किंवा भार	साक्षांकन
२९/१०/१९७४	अप्पर जिल्हाधिकारी मुंउ.मुंबई क्रमांक D.o.Noc/LND-SR- दि.२८-९-७२मुंबई महानगर पालीकास्वच्छता गृह बांधण्या-करिता क्षेत्र २२५.०चौ.मीटर.		H मुंबई महानगर पालीका	सही- २९/१०/१९७४ न.भू.अ.क्र. २,मुंबई उपनगर,मुंबई
०५/०५/१९७८	मा.उपविभागिय अधिकारी मुं.यांचा आदेश क्र.DLN-CTS-Appeal २४-७८,दि. २३-५-७८ अन्वये गावठाणचे हद्दीचे फेर चौकशी व न.भू.अ.क्र. २ मुं,आदेश क्र.प.भू.१० मानखुर्द १७८/१-७८ दि.५-५-७८ अन्वये ४७५.७चौ.मि.क्षेत्र न.भू.क्र.१७३ मध्ये ६५.०चौ.मि.न.भू.क्र.१७८ मध्ये,१७१.४चौ.मि.१७५मध्ये,७१५५.०चौ.मि.क्षेत्र १७८/१मध्ये एकुण ८३७.१चौ.मिक्मी ठाराम क्षेत्र ८७१४.३चौ.मि.			सही- ०५/०५/१९७८ न.भू.अ.क्र. २,मुंबई उपनगर,मुंबई
०३/०१/१९८६	मा.अप्पर जिल्हाधिकारी मुं.उ.मुंबई यांचेकडील आदेश क्र.सी./डेस्क-६.एल्.एन्.डी.१/बी.३५-ग दि.१४-८-८८ मा.जि.नि.मुं.अ.तथा न.भू.अ.क्र.८ मुं.उ.मुंबई यांचा आदेश क्र.मानखुर्द न.भू.क्र.१७८/८६दि.२०-२-८६		H अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)	सही- १६/०३/१९८६ जि.नि.मु.अ.तथा न.भू.अ.क्र.८ मुंबई उपनगर, मुंबई
१६/०८/१९८६	रस्ताकुंपी संपादन मा.जि.नि.मु.अ.तथा न.भू.अ.क्र.८ मुं.मुंबई यांचे कडीलआदेश क्र.मानखुर्द/१७८-१७८/वि.१-७-८६			सही- १६/०८/१९८६ जि.नि.मु.अ.तथा न.भू.अ.क्र.८ मुंबई उपनगर, मुंबई
१९/०९/१९९२	विनशेती नोंद गांव नमुना नंबर भाग २,सर्वेक्षण अ.न.४० प्रमाणे विनशेती सात्याची नोंदकेली क्षेत्र ३६३१.३ विनशेती सारा १७७९रु.दि.१-८-८३ पासून			सही- १९/०९/१९९२ जि.नि.मु.अ.तथा न.भू.अ.क्र.८ मुंबई उपनगर, मुंबई
१७/१०/२०११	मा.अप्पर जिल्हाधिकारी मुंबई यांचेकडील दिनांक १९/८/१९७८ चे आदेश,तावेपावत्या व दिनांक १२/८/२००८ ची मोजणी व न.भू.अ.चेंबूर यांचेकडील आदेश क्रमांक न.भू.अ.चेंबूर/मानखुर्द/न.भू.क्र.१७८,१७९/२०११ दिनांक १७/१०/२०११ अन्वये न.भू.क्र.१७८ वरील अणुविज्ञान नगर सहकारी सोसायटीचे नांवे असलेले ३६३१.७ चौ.मि.क्षेत्र कमी करुन न.भू.क्र.१७८ वर २३९४.९ चौ.मि. व न.भू.क्र.१७९ वर १०५३.३ चौ.मि. क्षेत्र दाखल करणेची नोंद केली.			सही- १७/१०/२०११ न.भू.अ.चेंबूर
१५/१२/२०१५	मा.जमाबंदी आयुक्त आणि सेवालक नुमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.५/नि.५./जमारी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भू.मानखुर्द/ के.क्र ५८७/२०१५ दिनांक १५/१२/२०१५ अन्वये सिलकत पडिक्षेत्रावर नमूद अंकी क्षेत्र आठरी आठ हजार सातशे बोदा पूर्णांक तीन दशांश मात्र चौ.मी दाखल केले.			फेरफार क्र.५८७ प्रमाणे सही- १५/१२/२०१५ न.भू.अ.चेंबूर

हि सिलकत पत्रिका (दिनांक ५/५/२०१८ १२:००:०० AM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.
सिलकत पत्रिका डाऊनलोड दिनांक ३/११/२०२२ १०:०३:५९ PM
पिता पडताळणी साठी http://aaplebhulekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०८१०००००५५४८८६ हा क्रमांक वापरावा.

For MAKWISE HOMES LLP
Partner

अध्यक्ष | सचिव | खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

करल - १
	७०२	४००

महाराष्ट्र शासन

मालमत्ता पत्रक

गाव/पेठ : मानखुर्द तालुका/न.भू.का. : नगर भुमापन अधिकारी,चेंबुर जिल्हा : मुंबई उपनगर

नगर भुमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
१७४			३३४९५.१०	जी	

सुविधाधिकार

हक्काचा मुळ धारक H

वर्ष: [दि ऑफिसियल ट्रस्टीज ऑफ दि चिल्ड्रन एड सोसाईटी मानखुर्द]

पट्टेदार

इतर भार

इतर शेरे महाराष्ट्र सरकार कब्जा विरहीत मालक

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षांकन
०५/०५/१९९८	मा उपविभागीय अधिकारी मुं.यांचा आदेश क्र. DLN,ND-CTS -Appeal२६-०६ दि. २३-५-७७ अन्वयेगावठाणची हद्द दुरुस्ती बाबत फेर चौकशी व मा.न.भु.अ.क्र.२यांचा आदेश क्र.प.भु. १० मानखुर्द १७४/७८ दि. ५-५-७८ व प.भु. १०-१७९-७८ दि. ५-५-७८अन्वये ७१ चौ.मी.क्षेत्र न.भु. १७४ मध्ये १३३.२ चौ.मी. १७९/२ मध्ये व ४१.२ चौ.मी.१७९/१मध्ये सामील व १६.२ चौ.मी.चे क्षेत्राचा नविन पोटहिस्सा पडलेने एकुण २८०.७ चौ.मी.चे क्षेत्र कमी व न.भु. १७२/१ नविन मिळकत पत्रीका उघडली.			सही- ०५/०५/१९९८ न.भु.अ.क्र. २मुंबई उपनगर
१२/०३/१९८९	मा.जि.नि. अ.तथा न.भु.मा.अ.८ मु.उ.न.यांचे आदेश दि. २७.२.८९अन्वये नविन पोट हिस्से झालेने १८३०४.० चौ.मि.क्षेत्र कमी केले.			सही- १५/०३/१९८९ जि.नि.भु.अ.तथा न.भु.अ.क्र.८ मुंबई उपनगर, मुंबई
१७/१०/२०११	मा.अप्पर जिल्हाधिकारी [illegible] दिनांक ११/८/१९७८ चे आदेश,आवेशपत्रात्या व दिनांक १२/८/२००८ ची मोजणी व न.भु.अ.चेंबूर [illegible] चेंबूर/मानखुर्द/न.भु.क्र.१७८.१७९/२०११ दिनांक १७/१०/२०११ अन्वये न.भु.क्र.१७४ [illegible] मिळकतीचे नांवे असलेले ३६३२५.७ चौ.मि.क्षेत्र कमी करुन न.भु.क्र.१७८ चा २३९४.९ चौ.मि. [illegible] दाखल करणेची नोंद केली.		H अणुविज्ञान नगर सहकारी गृहनिर्माण संस्थाचे १०५३ [illegible] चौ.मि.	सही- १७/१०/२०११ न.भु.अ.चेंबूर
१५/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भुमि अभिलेख [illegible] पुणे यांचेकडील परिपत्रक क्र.ना.भु.७/मि.प./अक्षरी नोंद/२०१५ पुणे दि. [illegible] व इकडील आदेश क्र.न.भु.अ.मानखुर्द फे.क्र ५६७/२०१५ दिनांक १५/१२/२०१५ अन्वये मिळकत पत्रिकेवर नमुद [illegible] अक्षरी [illegible] पुर्णांक नऊ दशांश मात्र चौ.मी दाखल केले.			फेरफार क्र.४३७प्रमाणे सही- १५/१२/२०१५ न.भु.अ.चेंबूर
१०/०५/२०१८	मा. जिल्हाधिकारी, मुंबई उपनगर [illegible] पत्र क्र.सी/कार्या-३ डी/एल-५६७/८०७/२०१७ दि. १६/८/२०१७ जा.क्र. १०८०१ दि. २० [illegible] मानखुर्द ता. कुर्ला येथील न.भु.क्र.१७५, १७५/१ ते ४९,१७६,१२०,१७९,१७९/१ ते ४ या मिळकतीवरील [illegible] ऑफिसियल इंडस्ट्रीज ऑफ दि चिल्ड्रन एड सोसाईटी, मानखुर्द यांनी दि. २९/३/१९५० च्या करारातील अट क्र.२७ व २८ चा भंग केल्याने त्यांचे नाव कमी करुन धारक सदरी "महाराष्ट्र शासन" यांचे नावाची नोंद दाखल केली व सत्ताप्रकार जी असा दाखल केला.			फेरफार क्र.५८५प्रमाणे सही- १०/०५/२०१८ न.भु.अ.चेंबूर
१७/०३/२०१८	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश पत्र क्र.सी/कार्या-३ डी/एल ५६७/२०५,२०७/जा क्र.३०३३ दि. ३/३/२०१८ अन्वये न.भु.क्र.१७५,१७५/१,१७५/४८,१७५/४९,१७९,१७९/१ ते ४ या अतिक्रमणामुळे बाधीत मिळकतपत्रिकेवरील मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे पुर्वपरवानगी शिवाय विक्री हस्तांतरण,तारण,बक्षीस,गहाण,पुर्नविकास इत्यादी करता येणार नाही याबाबतची नोंद दाखल केली			फेरफार क्र.५९० प्रमाणे सही- १७/०३/२०१८ न.भु.अ.चेंबूर

दि मिळकत पत्रिका (दिनांक ५/५/२०१८ १२:००:०० AM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

मिळकत पत्रिका डाऊनलोड दिनांक ३/११/२०२२ ९०:०८:३४ PM

वैधता पडताळणी साठी http://aaplesarkar.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०८१०००७५५४८८७ हा क्रमांक वापरावा.

For MAKWISE HOMES LLP

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

ADJ/1100901/ 250 / 20 MK
Pages 79 | 71

करल - १
७६२ | १०३ | २००
२०२२

महाराष्ट्र शासन

मालमत्ता पत्रक

गाव/पेठ : मानखुर्द तालुका/न.भू.का. : नगर भूमापन अधिकारी, चेंबुर जिल्हा : मुंबई उपनगर

नगर भुमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाचे दिलेल्या आकारमानाचे किंवा मालकाचा तपशील आणि त्याच्या क्रेरतपासणीची नियत वेळ
१७६/१			२३२.५०	एव	-

सुविधाधिकार	
हक्काचा मुळ धारक H	
धर्म:	दि सिल्व्हर एज सोसायटी मानखुर्द
पट्टेदार	
इतर धार	
इतर शेरे	[सि.स.नं.७६२/५५ प्रमाणे]

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक(या) पट्टेदार(प) किंवा भार	साक्षांकन
०५/०५/१९९८	मा.उपनिबंधानीय अधिकारी मुं.यांचा आदेश क्र.DLN LND-CTS Appeal २४/९६, दि.२३.५.९७ अन्वये गावठाणचे हद्दीबाबत केरकोकडी व मा.न.भू.अ.क.२ यांचा आदेश क्र. प.भू.१०-१७६/१ दि.५.५.९८ अन्वये न.भू.१७८ पैकी १५५.० चौ.मि.क्षेत्र सामिल व आदेश न.भू.अ.क्र. प.भू. १०-१७५ दि. ५.५.९८ अन्वये ७३६/१ पै. ७५१ चौ.मि क्षेत्र न.भू.१७५ मध्ये सामिल होत असलेने अधिक १७७.५			सही- ०५/०५/१९९८ न.भू.अ.क्र. २,मुंबई.उपनगर,मुंबई
३५/०३/१९८९	मा.न.भू.अ.क्र.८यांचा आदेश क्र.प.भू.१५/व/एन ६४/८५दि.३१.३.८५ वरुनगोद		१.नागेश महादेव कांबळे ,अनाधिकाराने कब्जा २.महाराष्ट्र सरकार - कब्जातसलेले मालक	सही- ३५/०३/१९८५ जि.नि.भू.अ.तथा न.भू.अ.क्र.८ मुंबई उपनगर, मुंबई
१५/१२/२०१५	मा.जमाबंदी आयुक्त जमि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.५/मि.प./आशी नोंद/२०१५ पुणे दि.१६/३/२०१५ व इकडील आदेश क्र.न.भू.मानखुर्द/ फे.क्र ५६७/२०१५ दिनांक १५/१२/२०१५ अन्वये मिळकत पत्रिकेवर नमुद केलेली बेबी आशरी दोनशे बत्तीस पुर्णांक पाच दशांश मात्र चौ.मी दाखल केले.			फेरफार क्र.५५७ प्रमाणे सही- १५/१२/२०१५ न.भू.अ.चेंबुर

हि मिळकत पत्रिका दि.१५/१२/२०१८ १२:००:०० AM रोजी डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्या ची आवश्यकता नाही.
मिळकत पत्रिका ऑनलाईन दिनांक ४/७/२०२२ २:०८:३४ PM
पेक्षा पडताळणी साठी http://aaplebhulekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०८१०००७५५४८८२ हा [illegible]

For MAKWISE HOMES LLP
Partner

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

करल - १		
८६३२	१०४	७००
२०२२		

महाराष्ट्र शासन

मालमत्ता पत्रक

713

गाव/पेठ : मानखुर्द | तालुका/न.भू.का. : नगर भूमापन अधिकारी,घेंबुर | जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाडयाचा तपशिल आणि त्याच्या केरतपासणीची नियत वेळ
१४४			१११.००	एस	-

सुविधाधिकार	
हक्काचा मुळ धारक	H
वर्ग:	दि चिल्ड्रेन एड सोसायटी मानखुर्द
पट्टेदार	
इतर भार	
इतर शेरे	१.श्री.आत्माराम खंडेराव कांबळे - अनधिकाराने कब्जा २.महाराष्ट्र सरकार - कब्जा नसलेले मालक

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षांकन
०५/०५/१९४८	मा.उपविभागीय अधिकारी मुंबई यांचा आदेश क्र.DLN LND-CTS Appeal २४ २४/७६ दि.२३.५.७७ अन्वये मांचठाण हरीबाबत केरचौकशी व मा.न.भू.अ.क्र.२ यांचा आदेश क्र.प.भू.१०-१४६/१ दि.५.५.४८ अन्वये न.भू.क्र.१४८ पैकी ५५.०० चौ.मि. क्षेत्राचे न.भू.१४४ मध्ये समाविल.			फेरफार क्र.. प्रमाणे सही- ०५/०५/१९४८ न.भू.अ.क्र. २,मुंबई उपनगर, मुंबई
०१/०७/१९८६	मा.अपर जिल्हाधिकारी,मुं.उ.जिल्हा मुंबईयांचेकडील आदेश क्रसी.जी एस ६/एल एनडी १४१/५१६ दि.१९.५.८२व इकडील दि.१.७.८६चा आदेश क्षेत्र २८.९गो.मि.		H अणुविज्ञाननगर सहकारी गृहनिर्माण संस्थाक्षेत्र २८.९ चिल्ड्रेन चौ.मि.	सही- ०१/०७/१९८६ जि.नि.भू.अ.ताबा न.भू.अ.क्र.८ मुंबई उपनगर, मुंबई
०१/०७/१९८६	जि.न.भू.अ.[illegible] मा.[illegible]क्र.२,मु.उ.मुंबई यांचेकडील प.मानखुर्द / १४४ व१४८ दि.१.७.८६		H मुंबई महापालिकेची रस्तारुंदीमुसंपादन कामी अणुविज्ञाननगर [illegible] संस्था यांचे क्षेत्र२.९ गेलेले नोंद	सही- क्र./०७/१९८६ जि.नि.भू.अ.ताबा न.भू.अ.क्र.८ मुंबई उपनगर, मुंबई
१५/१२/२०१५	मा.जमाबंदी,आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.सा.नि.भू.१/वि.प./अक्षरी नोंद/२०१५ पुणे दि.[illegible]/२/२०१५ व इकडील आदेशक्र.[illegible]/ मानखुर्द/ के.क्र ५६७/२०१५ दिनांक १५/१२/२०१५ अन्वये मिळकत पत्रिकेवर नमूद असे क्षेत्र अशी एकत्रीकरण [illegible] दर्शाश मात्र चौ.मी दाखल केले.			फेरफार क्र.५६७ प्रमाणे सही- १५/१२/२०१५ न.भू.अ.घेंबुर

हि मिळकत पत्रिका (दिनांक ५/४/२०१८ १२:००:०० AM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक ४/७/२०२२ १५९:३४ PM
वैधता पडताळणी साठी http://aaplesabhlekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०८१०००००१५४८८१ हा क्रमांक वापरावा.

For MAKWISE HOMES LLP
Partner

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

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(रजि. नं. बी. ओ. एम. एच. एस. जी. ६१५८)

सर्वे नं. १४१, आगरवाडी, मानखुर्द, मुंबई - ४०० ०८८.

करल - 1

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संदर्भ क्र. : AVNCOHS(L)/MC/2022/106

दिनांक : 26/3/2022

उतारा :

दिनांक 26/3/2022 रोजी विशेष सर्व साधारण सभेत 26 विरुद्ध 2 मतानी मेसर्स MAKWISE HOMES LLP यांची या संस्थेच्या पुनः विकासासाठी विकासक म्हणून निवड करण्यात आली आहे.

सूचक : एच.बी.एस. शॉज

अनुमोदक : 1. अंजू गुळाटी

2. राजेंद्र हरवार

THE SEAL OF THE SUB REGISTRAR KURLA-1

अध्यक्ष रविंद्र खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

For MAKWISE HOMES LLP

Partner

अध्यक्ष सचिव खजिनदार

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

MEETING MINUTE BOOK

सभेचे मिनिट बुक

Meeting No. / सभा नं.

Date / तारीख 26/3/2022

RESOLUTION NO. ठराव नं.	PRESENT MEMBERS AND RESOLUTIONS हजर सभासद व ठराव	REMARKS शेरा

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अणुशक्तीनगर सहकारी गृह निर्माण संस्था (मर्यादित) अणुशक्ती नगर सहकारी गृह निर्माण संस्था मर्यादित मानखुर्द मुंबई ४०००८८ या संस्थेची विशेष सर्व साधारण सभा दिनांक २६/३/२०२२ रोजी शिव प्रतिक्षा, अणुशक्ती नगर क्लोव, मुंबई पिन ४०००९४ येथे सकाळी ११.३० रोजी ठेवण्यात आली.

या सभेस खालील सभासद हजर होते

१	रमेश रांगणेकर (अ.) →	Parmlata Manlav M.S. Mankar
२	मनोहरलाल सेठी	
३	सदाशिव हारके/सदाशिव वाडू हारके	
४	[illegible] उईके	
५	[illegible] रांगणेकर	MRangankar
६	V.B. Palef	
७	वैभव रामचंद्र माळी	
८	विश्वनाथ म. मोरिते	
९	प्रणीकुमार विष्णू रंगणेकर	
१०	संपत जी नलावडे	
११	अंजु गुलाटी	A. Gulati
१२	गोविंदराव जालविंदी शेंडे	
१३	रेखा प्रकाश ठक्कर	Rkhatkar
१४	Balaji Mane	
१५	Sujatha. S. Shetty	Sujatha. S. Shetty
१६	राजेंद्र वि. हटवार	
१७	D'Souza	D-Souza
१८	K.anetkar अपर्णा स. कानेटकर	Kanetkar
१९	Pvarghese Thomas	
२०	प्रसाद गो. गाडरिमल	
२१	[illegible] बा. शेळके	

For MAKWISE HOMES LLP

सचिव / Secretary

अणुशक्ती नगर सहकारी गृह निर्माण संस्था (मर्यादित)

अध्यक्ष

खजिनदार

ADJ/11009011/2022-IK
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RESOLUTION NO. ठराव नं.	PRESENT MEMBERS AND RESOLUTIONS हजर सभासद व ठराव	REMARKS करल - १
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23 रविंद्र जे राउत
24) अनंत पां. राणे.
25 कविवाहन बा. शिंदे
26 [illegible] वि. उमरे.
27 डॉ. अशोक [illegible] पाटील
28. Shakuntala B. Shetty

B. Shetty

कि ज्या अर्जावरुन सदरचा दिवाणी डी कोरडे आणि डी वैभव ओर अधिकारी सहनिबंधक कार्यालय 'M' विभाग मुंबई यांचे आदेशान्वये आजचे कार्यक्रम सभेचा प्रकरणात आहेत.

डी राउत यांनी आज विकासक नियुक्ती प्रक्रिया राबविली जाणार आहे असे सभेस उद्देशून सांगितले त्यानंतर डी रवाकले सचिव यांनी बोलावे आहे- कंपनीची सभेस उद्देशून ओळख करुन दिली. त्यानंतर डी वैभव ओर यांनी सचिव डी रवाकले यांना विकासक निवडीचा पूर्वेइतिहास निवेदन करण्या. साठी सांगितले व आज आपण विकासक का नेमतो आहोत हे विशद करण्यास सांगितले.

डी रवाकले यांनी ही कार्यकारिणीने पदभार स्विकारल्या पासून आजतागायत च्या कामाचा आढावा घेतला तो पेणे प्रमाणे.

कार्यकारी मंडळ काम करु लागल्या नंतर असे आढळले की, पूर्वीच्या कार्यकारीणीने FR Realtor नावाचा विकासक नेमलेला आहे. त्याची नेमणूक रद्द झाली केलेली आहे. त्यासाठी त्यास POA, MOU आणि DA या बाबी रद्द करण्यात आलेल्या आहेत. परंतु या विकासकाने ही कार्यकारिणी येई पर्यंत काहीही केलेले नव्हते. त्या नंतर त्यास ३।४ वेळा

For MAKWISE HOMES Partner

सचिव

अध्यक्ष

अणुविज्ञान नगर सहकारी गृह निर्माण संस्था (मर्यादित)

RESOLUTION NO. ठराव नं.	PRESENT MEMBERS AND RESOLUTIONS हजर सभासद व ठराव	REMARKS शेरा
0032 / 2022		

पार्किंग केले आणि त्याला नवीन देकार आलेला परिस्थिती नुसार देण्यास सांगितले पण या गोष्टीस नकार दिला. त्यानंतर आमची संस्थेने विशेष सर्व साधारण सभा व वार्षिक सर्व साधारण सभेत त्यांची नियुक्ती रद्द करण्या त्याना डच्चा त्याना घरातून व रद्द केलेले पत्र वाचण्यात आले. त्यानंतर FAR ने दिवाणी न्यायालयात दावा केला. तेथे त्याला यश मिळाले नाही व निकाल आपल्या बाजूने आला त्याने मा. उच्च न्यायालयात अपील दाखल केले. MOU सहनिबंधक कलम 32 नुसार मा. उच्च न्यायालयाने हा दावा संस्थेच्या [illegible] पाठविले.

[illegible] MOU रिनलवर करण्यास सांगितले [illegible] कारणी सबजेक्ट देण्यास नकार दिला.

[illegible] संस्थेने निविदा मागवून विकासकाना पात्रतेचे [illegible] आणि त्यांनी रिनलवर नियुक्त करण्यासाठी [illegible] आहेत.

त्या नंतर डी वैभव ओर यांनी मुदत संपत्ता झाली आहे आणि आता संस्थेने कायकाज सुरू करून त्या साठी अध्यक्ष नियुक्त्यास सांगितले.

त्याबरहुकूम डी सुनिल रणकले यांनी डी रविंद्र राऊत याना अध्यक्षपद स्विकारण्यास सांगितले. त्यानी त्याप्रमाणे अध्यक्ष पद स्विकारले. प्रस्तावनेत त्यानी सभासदानी शांततेत सहकार्य करावे असे आवाहन केले. सभेला आता २८ सभासद आहेत व आपण कामकाज सुरू करण्यास त्यांनी सांगितले.

प्रस्ताव मांडले: सूचक: डी वैभव यादी

अनुमोदक: डी मोहिते.

त्यानंतर सहकार कार्यालय पुणे यांचे कडून आलेल्या अधिकाऱ्यानी विकासक नियुक्ती प्रक्रिया सुरू केली ते येथे पुसावे.

अध्यक्ष सचिव खजिनदार

अनुविक्षण नगर सहकारी गृह निर्माण संस्था (मर्यादित)

For MAKWISE HOMES LLP Partner