

(b) Deposit towards estimated outgoings for a period of **6 months** payable by the **Purchaser** as provided in Clause **16** herein;

(c) Deposit towards amounts payable for electric meters and water meters payable to the Bombay Suburban Electricity Supply and Municipal Corporation of Greater Bombay as provided in Clause **15** hereinabove;

(d) Share capital and entrance fee, or other amounts payable for the formation of the said **Apex Body**.

24. The aforesaid diverse amounts of deposits and amounts collected as contributions towards outgoing placed or to be placed with the **Developer** under this Deed shall not carry interest. Of such diverse amounts so collected, the amounts pertaining to the outgoings in respect of the said **Property** shall, on handing over of the management and control of the said **Property** to the **Purchaser** be adjusted against any amounts due and payable by the **Purchaser** to the **Developer** under this Deed and towards any amount expended by the **Developer** towards such outgoings and the excess, if any, remaining in the hands of the **Developer** shall be paid over to the **Purchaser**. In the event, however, of any amount then being found to be payable by the **Purchaser** to the **Developer**, the same shall be paid over by the **Purchaser**. However, all outgoings and amounts collected in respect of the said **Common Project Amenities** will remain with the **Developer** until the transfer of the said **Land** in favour of the said **Apex Body** and the said deposits and other amounts collected which are expressly made so accountable shall be paid over to the said **Apex Body** after deducting therefrom the actual expenses incurred by the **Developer**, and in the event of there being a shortfall in collections, the difference shall be made good by the **Purchaser** and/or the said **Apex Body** to the **Developer**, but without prejudice to the other rights of the **Developer** under this Deed. In respect of such accountable deposits, the **Developer** shall render accounts only to the said **Apex Body** alone, it being clearly understood that the **Purchaser** are not entitled to any accounts, refund or adjustment in respect of such deposits, the intention being that the said **Apex Body** alone shall be responsible to render to the **Purchaser** the accounts in respect of such deposits but a copy of the same shall be given periodically to the **Purchasers**. However the **Developer** shall give accounts to the **Purchaser** in respect of all outgoings relating to the said **buildings** and car parking spaces. Further, it is clearly understood that the break-up of the deposits mentioned above is on a tentative basis and the **Developer** and/or the said **Apex Body** as the



case may be, shall always be entitled to utilise the total deposits so received towards the payment of any outgoing or expenses in respect of the said **Property** under any head as mentioned above.

25. If within a period of **twelve months** from the respective dates of handing over the **said buildings** or any of them or part or parts thereof as provided here inabove to the **Purchaser**, the **Purchaser** brings to the notice of the **Developer** any defect in the construction work or in the facilities, amenities or fixtures provided in the **said buildings** or the said flats which defect is not attributable to normal wear and tear or to the misuse of the **said buildings** or any of them or as a result of any additions or alterations made by the **Purchaser** and/or the occupants of the flats, then, wherever possible such defects shall be rectified by the **Developer** at their cost and in case it is not possible to rectify such defects or changes, then the **Purchaser** shall be entitled to receive from the **Developer** reasonable compensation for such defects **AND** in the event the **Developer** fails to rectify such defect or pay reasonable compensation for the same then the **Purchaser** shall be entitled to rectify the same and to recover reasonable compensation out of, from or by adjusting, the amount retained by the **Purchaser** pursuant to sub-clause (f) of clause (3) or by invoking the Bank Guarantee to be furnished by the **Developer** pursuant hereto. Provided however that before invoking the Bank Guarantee, the **Purchaser** shall give the **Developer** a prior written notice of **4 weeks** of its intention to do so.

26. The **Purchaser** shall have, after possession of the **said buildings** has been handed over to them, an uninterrupted right of way over the internal roads in the **said Project**. The diverse lease, as also the assignment of such Building will provide and include suitable covenants for right of way.

27. The flats in the **said buildings** shall be used only for the purpose of residence and the car parking spaces shall be used only for the purpose of parking vehicles and the **Additional Recreational Facilities** shall be used only for recreation and the same shall not be used for any purpose which may be or is likely to cause nuisance or annoyance to the occupiers of the other flats or the neighbouring properties or for any illegal or immoral purpose.

28. In the event of there being any delay beyond the control of the **Developer** in the formation of the **said Apex Body** (referred to hereinafter) and/or in the vesting of the reversionary interest in the said **Property** and the management



and control of the said Common Project Amenities in the said Apex Body as hereinabove envisaged and consequently the Developer being obliged to manage and maintain the said Common Project Amenities, the Developer shall be entitled to charge from the Purchaser its proportionate share of a management fee to be calculated at the rate of 15% (fifteen percent) of the outgoings pertaining to the said Common Project Amenities, provided however, that the obligation of the Developer for such maintenance and management shall automatically cease and the liability of the Purchaser to pay such management fee mentioned hereinabove shall also cease as soon as the management and control of the said Common Project Amenities is handed over to the said Apex Body as envisaged hereinabove. The management fee thus charged by the Developer shall not be accountable anyway and the Developer shall be entitled to appropriate the same as their service charges PROVIDED HOWEVER subject to the consent of the other purchasers of flats/building in the said Project the Purchaser shall be entitled to take over the management and control of the said Common Project Amenities, if they so desire, and thereafter no Management Fees shall be payable to the Developer.

29. (a) PROVIDED that the Developer has received the full consideration moneys from all the purchasers in respect of the said Project, the Developers shall within a period of 12 months after the obtainment of the Occupation Certificate of the last part of the Phase II Buildings, incorporate a Body Corporate (herein called the "Apex Body") in respect of the buildings then constructed in the said Project.

(b) The Developer shall cause the Owner to convey their interest in the said Land, subject to the lease granted to the Purchaser herein and subject to the diverse leases to be granted in favour the other various purchasers of buildings/flats in the said Project, to the said Apex Body without in any manner affecting the rights of the Purchaser hereunder. The Purchaser herein and the other diverse purchasers shall become members/shareholders of the said Apex Body. The said Apex Body shall not be entitled to interfere with the ownership, occupation and possession of the Purchaser in respect of the said buildings and the said Demised Land, except as otherwise specifically provided in this Deed. The said Apex Body shall immediately on formation take over and be responsible for the maintenance of the said Common Project Amenities and the said Land described in the Schedule hereunder written and shall take over complete



charge, management and control of the **said Common Project Amenities** and shall thereafter be solely responsible for the collection of all dues from its members as well as disbursement of all outgoings/expenses in respect of the **said Project** and the **said Common Project Amenities** thereon and shall collect the respective proportionate share thereof from the **Purchaser** herein and all other purchasers of buildings/flats in the **said Project**. The **said Apex Body** shall be responsible as and from the date of taking over the management of the **said Project** to recover all such outgoings/expenses etc. and shall also be entitled to take effective steps against a purchaser/member for non-payment of his proportionate contribution in respect thereof including the right to remove such member as a member and forfeit the lease that may have been granted to such member/s, provided further that on taking over of the management as hereinabove stated by the **said Apex Body**, the liability of the **Developer** in all respect shall cease and the **said Apex Body** and all the purchasers of buildings/flats in respect of the **said Project** shall indemnify and keep indemnified the **Developer** fully against all actions, claims and demands raised in that behalf by any authority or person. The **Purchaser** herein and other purchasers of buildings/flats in the **said Project** shall be liable for all outgoings including Municipal Taxes, water and electric charges and other usual outgoings in respect of their respective buildings/flats and the respective lands agreed to be demised to him/them under the respective Agreements for Sale/Deed and shall indemnify and keep harmless the **said Apex Body** and the **Developer** and the **Owner** in respect of any liability in that behalf. Provided further that the **said Apex Body** shall be entitled to claim from the purchaser concerned for any cost/loss pursuant to any damage to the **said Common Project Amenities** and shall be entitled for reimbursement of the same from the respective purchaser caused by any such purchaser. The **Purchaser** hereby agrees and undertakes to become member of the **said Apex Body** and contribute every month such amounts as may be determined by the **Developer** towards its share of the outgoings of such **said Apex Body**. The **Developer** shall thereafter cause the **Owner** to execute a proper conveyance of the **said Land** described in the Schedule hereunder written (namely the reversionary interest of the **Owner**) to the **said Apex Body**, subject however to the leases in favour of the **Purchaser** herein and other purchasers in the aforesaid Project, as hereinabove provided.



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30. The **Purchaser** agrees and undertakes to sign all documents of whatever nature as may be required by the **Developer** in connection with the formation of the **said Apex Body** and to perform all acts necessary for and incidental to the formation of the **said Apex Body**.

31. On the formation of the **said Apex Body** and on a written notice being given by the **Developer** to the **said Apex Body** to take possession, management and control of the **said Land** and on the expiry of a period of **seven days** after the service of such notice on the **said Apex Body**, the possession, management and control of the **said Land** shall, without any further act or deed, vest in the **said Apex Body** and the **Developer** and/or **Owner** shall stand absolved absolutely from any liability for the payment of Municipal taxes and other outgoings or dues of any nature whatsoever in relation to the **said Land** or the **said Project**. On the vesting of the **said Land** in the **said Apex Body** in so far as the possession, management and control is concerned, the obligation to keep the **said Project** free from all claims of any nature whatsoever arising from any source whatsoever shall be exclusively that of the **said Apex Body** and of the diverse purchasers. The **Purchaser** does hereby fully indemnify the **Developer** and/or **Owner** in that behalf to the extent of their acts and omissions. Notwithstanding anything contained or suggested or implied to the contrary in this clause, any liability of the **Purchaser** qua the **Developer** shall however not cease and the **Purchaser** shall be bound to perform fully all obligations qua the **Developer**.

32. It is agreed by the **Purchaser** that the articles of association, bye-laws or constitution of the **said Apex Body** shall specifically provide for payments to be made as hereinbefore mentioned. In the event of any purchasers/members failing or committing any default in payment of their share of the outgoings/ payments to be made hereunder according to the method and manner prescribed by the preceding clause or elsewhere in this Deed, the **said Apex Body** shall be entitled to expel such purchasers/members. The **Purchaser** agrees and confirms that they are executing this Deed on the basis of this apportionment contribution towards payments relating to the **said Common Project Amenities** to be made as hereinabove provided. The rules, regulations, bye-laws and constitution of the **said Apex Body** shall provide that the rights of the **Purchaser** whether relating to voting or otherwise shall be proportionate to the saleable built-up area purchased by the **Purchaser** with reference to the total saleable built-up area in the **said Project** agreed to be sold by the **Developer** to the end and intent that even though the **Purchaser** is a statutory body corporate, its rights will not be restricted



on the basis of only one vote per member. Suitable provisions will be incorporated in the constitution of the **said Apex Body** to give effect to this provision. The **said Apex Body** to be formed by the various purchasers shall be formed in accordance with and governed by all the terms and conditions contained in these presents and shall, accordingly have suitable provisions in its bye-laws to this intent and shall pass all necessary resolutions to ensure the foregoing. For this purpose, the constitution of the **said Apex Body** shall be formulated by the **Developer** and the **Purchaser** shall be consulted prior to its formation and further the **said Apex Body** when formed, shall satisfy the **Developer** that the necessary rules and regulations have been framed and necessary resolutions have been passed for giving full effect to the terms and conditions contained in the various agreements/deeds between the purchasers of diverse buildings/flats and the **Developer**. Further, it is hereby agreed, declared and confirmed that initially the promoter of the **said Apex Body** and subsequently the **said Apex Body** shall as soon as it is incorporated or registered as the case may be, adopt and ratify all the agreements for sale of flats entered into by the **Developer** with its various members and the leases granted/to be granted to diverse purchasers and the **Purchaser** herein shall consent to such adoption and ratification and shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the **Developer**, the **Owner** or the **said Apex Body** may require for giving effect to the provisions of this Deed.

33. The **Developer** shall submit proper accounts to the **said Apex Body** when formed, of the amounts collected by the **Developer** from the various purchasers in respect of the outgoings for the **said Common Project Amenities**.

34. The **Purchaser** agrees that they shall be bound to observe and perform fully the constitution of the **said Apex Body**, their rules and regulations their bye-laws and/or Memorandum and/or Articles, as the case may be, and also to observe and perform all the conditions subject to which the relevant Authorities may have granted permission to develop **said Land** and/or the **said Property**. The **Developer** and the **Purchaser** shall also be bound to observe and perform all further conditions which the relevant Authorities may have imposed in respect of the enjoyment of the **said Land** and/or the **said Property**. Neither the **Developer** nor the **Purchaser** shall do any act or thing which offends against the rules, regulations or bye-laws framed by the Municipal Corporation of Greater Bombay and/or by any other Authority under any law for the time being in force and any other law, rule, regulation having a bearing on the formation and



proper functioning of the **said Apex Body**. If however, any breach of this clause is committed by either the **Developer** or the **Purchaser** after the possession, management and control has vested in the **said Apex Body**, the **Developer** and the **Purchaser** hereby respectively agree to indemnify and keep indemnified the other in that behalf. The **Developer** and the **Purchaser** shall be bound by this covenant vis-a-vis the **said Apex Body** when formed.

35. The **said Apex Body** to be formed shall ensure that the provisions of this Deed are carried into effect fully by them inter alia by passing appropriate resolutions for that purpose. The **said Apex Body** shall also ratify and adopt the present Deed and also all other Agreements for Sale/Deeds which the **Developer** may have entered into or would enter into with other purchasers of the various buildings/flats in the **said Project** already constructed or to be constructed hereafter in the **said Project**. The **said Apex Body** shall be bound to take over all responsibilities, liabilities and obligations of their various members as well as of their rights under the various diverse Agreements for Sale/Deeds between the **Developer** and their members. The **Purchaser** does hereby agree and bind itself to do all acts, deeds and things and execute all documents which the **Developer** and/or **Owner** may require to be executed to enforce the obligations envisaged in this Clause against the **said Apex Body**. Without prejudice to what is stated hereinabove and the **Developer's** other rights including the right to hand over the management of the **said Common Project Amenities** to the **said Apex Body**, the **Developer** shall be entitled to forbear from conveying or causing the conveyance of the **said Land** to the **said Apex Body** envisaged hereinabove in case of non-compliance by the purchasers and/or the **said Apex Body** of the provisions of this clause.

36. The **Purchaser** or any person claiming under them shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the **Developer, Owner** and/or the **said Apex Body** may require for giving effect to the provisions of this Deed.

37. The assignment of the **said buildings** will contain suitable provisions in consonance with this Deed and shall also contain such other usual covenants, terms and provisions not inconsistent with this Deed and mutually agreed to between the parties.

38. Even after the handing over of the possession of the **said Land** and/or management and control of the **said Land** and/or property and/or part hereof to

diverse purchasers and/or to the said Apex Body, the Developer shall continue to remain in overall possession of the unsold areas, as also the said Land for the purpose of enabling them to complete any unfinished or proposed construction work and to provide amenities appertaining thereto and such other purposes as may be deemed necessary by the Developer.

39. Subject to the provisions of clause (8) hereof and notwithstanding anything to the contrary contained elsewhere, herein or otherwise implied the handing over of possession to the Purchaser of the said Demised Land or of the management and control of the said Common Project Amenities or to the said Apex Body shall in no way detract from the Developer's rights to continue with the construction/development of the remaining part/s of the said Project and/or to make additions, alterations and expansions to the structure other than the said buildings and the Developers hereby expressly reserve the right and authority to put up further buildings/structures on any portion of the said Land other than the Demised Land and to dispose them of to any third parties on whatsoever terms and conditions the Developer may, in their sole discretion deem fit and proper, and the Purchaser hereby confirm the same.

Notwithstanding anything contained herein, the right of the Developer to construct buildings on the said Phase II Land shall continue to remain unaffected and intact notwithstanding the demise of the said Demised Land in favour of the Purchaser herein granted even after conveyance of the reversionary rights in the said Land to the said Apex Body and the Developer shall always be free to construct buildings on the said Phase II Land and deal with and/or dispose of the same subject to the terms hereof.

The Apex Body when formed shall also be bound by the aforesaid rights of the Developer and for this purpose, the constitutions, rules and regulations of the Apex Body shall have suitable provisions and the conveyance and all other documents to be executed pursuant to this Deed shall also contain suitable provisions in that behalf.

40. The Purchaser and their representatives shall be absolutely entitled, at all times, to enter, from time to time, upon the said Demised Land and the said buildings for the purpose of inspecting the progress and quality of construction of the said buildings and to ensure that the Developer is complying with its obligations hereunder, and in the event, upon such inspection, the Purchaser

is dissatisfied in respect of any of the above matters they shall intimate the **Developer** regarding the same and the **Developer** shall thereupon remove the cause of such dissatisfaction.

41. The **Developer** shall sign and execute all requisite deeds, documents and writings to transfer and convey the **said buildings** unto the **Purchaser** within **six months** from the date of issuance of the Occupancy Certificate by the Municipal Corporation of Greater Bombay in respect of the last building or last part of the **said Buildings**.

42. In consideration of the premises and subject to the covenants and conditions herein contained and on the part of the **Purchaser** to be observed and performed and subject to the observance and performance of the duties and obligations of the **Purchaser** under this Deed and strictly subject to the **Developer's** absolute right to continue in possession of the **said Demised Land** and to develop and construct buildings and/or structures thereupon and to deal with and dispose of the same as provided in this Deed, the **Owners** do and each of them doth hereby demise unto the **Purchaser** (and the **Developer** doth hereby confirm and assure unto the **Purchaser**) **ALL THAT** the land, hereditaments and premises defined herein as the **Phase I Land**, the **Additional Recreational Facilities Land** and the **Phase II Land** (hereinafter collectively referred to as the '**Demised Land**') **TOGETHER** with all ways, easements, privileges, rights, members and appurtenances to the **Demised Land AND TOGETHER** with full right and liberty to **Purchaser** and its constituents, employees, workmen, servants and all persons authorised by or having business with the **Purchaser** to use the **Demised Land** and all parts and portions thereof **TO HAVE AND TO HOLD** the **Demised Land** hereby demised, or expressed so to be, from the **31st day of March 1992**, for a period of **999 years** yielding and paying therefor a yearly rent of **Re.1/-**, if demanded.

43. **IT IS HEREBY AGREED, DECLARED AND CONFIRMED** that the demise hereby granted shall be subject to the express rights of the **Developer** to continue in possession of the **said Demised Land** and to carry on development and construction of buildings on the same including putting up buildings and/or structures including inter alia the **said buildings** on the **said Phase I Land** and the **Additional Recreational Facilities** on the **said Additional Recreational Facilities Land** and the further buildings as the **Developer** may propose on the **said Phase II Land**, and the grant of this demise shall not disturb or affect in any way

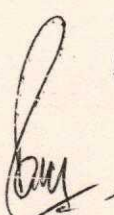



such rights of the **Developer** including the rights to deal with and dispose of the same as provided under the diverse clauses of this Deed and that such rights of the **Developer** and their possession in respect of the **said Demise Land** shall continue without any interference or objection from the **Purchaser**.

44. IT IS AGREED, DECLARED AND CONFIRMED that this demise has been granted on the following express conditions:

(a) The demise in respect of the **said Phase I Land** is subject to the **Purchaser** complying with all its obligations under this Deed in respect of the purchase of the **said buildings**. The demise of the **said Demised Land** shall continue to subsist only so long as and to the extent that the rights of the **Purchaser** under this Deed in respect of the **said buildings** shall continue to subsist and on the recession of the rights of the **Purchaser** under this Deed in respect of the purchase of the **said buildings** being rescinded under any provision of this Deed, and as particularly provided for in clause 48 and clause 50 herein shall result in the demise in respect of the **said Demised Land** coming to an end ipso facto whereupon the lease hereby created shall stand extinguished and rescinded, whereupon the **Owners/Developer** shall be entitled to re-enter upon the **said Demised Land** or a part thereof in the name of the whole and the lease shall thereupon stand extinguished and terminated and the **said Demised Land** still stand vested in the **Developer** whereupon the **Developer** shall be entitled to demise the **said Demised Land** to any other party in its sole discretion and the **Purchaser** shall in that event on a demand to that effect by the **Developer** without demur within a period of **two months** after such demand execute and register such documents, writings or papers as may be required by the **Developer** for that purpose. Further, notwithstanding this obligation on the part of the **Purchaser**, the **Purchaser** hereby irrevocably empowers and authorises the **Developer** to execute and register such documents or writings on behalf of the **Purchaser** as the **Developer** may require in that regard;

(b) Further, it is expressly agreed, declared and confirmed that the demise in respect of the **said Phase II Land** and the **said Additional Recreational Facilities Land** is being granted on the express condition that the **Purchaser** shall exercise its option to purchase the **Phase II Buildings** as envisaged in clause 8 herein.

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Subject to the provisions of clause 8 (c), in the event of the **Purchaser** failing to exercise such option to purchase the **Phase II Buildings**, the demise in respect of the **said Phase II Land** and the **said Additional Recreational Facilities Land** shall stand rescinded and extinguished and shall thereupon vest in the **Developer** and the **Purchaser** covenants, undertakes and agrees to sign, execute, deliver and register all documents that the **Developer** may require for that purpose and notwithstanding this obligation, on the part of the **Purchaser**, the **Purchaser** for that purpose hereby irrevocably empowers and authorises the **Developer** to sign, execute, deliver and register such documents as the **Developer** may require in that regard;

(c) In the event of this Deed being rescinded in respect of one or more of the **said Buildings** in pursuance of Clause 48 or Clause 50 herein, it expressly agreed that the demise in respect of the **said Phase I Land** shall stand extinguished and rescinded except and to the extent of the land underneath and appurtenant to such of the said Building or Buildings in respect of which this Deed continues to remain effective under clause 49 (b) and 51 (b) of this Deed and in that event, this Deed shall stand amended so as to be effective only in respect of such reduced area of land and the **Purchaser** agrees, undertakes and covenant to execute, deliver and register such papers and documents as may be required to give effect to such amendment to the lease notwithstanding which the **Purchaser** hereby empowers the **Developer** to execute and register on its behalf the requisite deeds, documents or writings that may be required for that purpose;

(d) The demise in respect of the **Additional Recreational Facilities Land** and **Phase II Land** shall be governed by such further terms and conditions as may be incorporated in the Deed/Agreement for Sale of the further buildings proposed to be constructed on the **said Phase II Land** in the event of the **Purchaser** exercising its option to purchase the same.

45. The **Purchaser** doth hereby covenants with the **Owners** and the **Developer** as follows:

(a) To pay the rent hereby reserved, if demanded;

(b) To observe, perform and carry out all the terms, conditions, covenants, stipulations and obligations contained in this Deed;

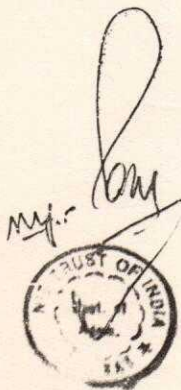
(c) On and from the date of offer of possession of the **said buildings** by the **Developer** to the **Purchaser** to regularly pay all the taxes, cess, duties and outgoings to the authorities concerned in respect of the **said Demised Land** and to keep **Owners** and the **Developer** indemnified and saved harmless of, from and against the same;

46. The **Owners** hereby covenants (and the **Developer** hereby confirms) with the **Purchaser** as under:

(a) That the **Purchaser**, paying (if and when demanded) the rent hereby payable and observing the covenants and conditions on the part of the **Purchaser** herein contained, shall peacefully hold and enjoy the **Demised Land** during the term of the demise without any interruption by the owner or the **Developer** or any person claiming by, under or in trust for the owner or by, under or in trust for any person under whom the owner claims.

(b) That should the **Purchaser** be desirous of taking a renewed lease for a further period of 999 years after the expiration of the term hereby granted and if a notice expressing such desire shall have been delivered in writing to the **Owners** and/or their successors in interest at least **one** months prior to the expiration of the term hereby granted and should the rent hereby reserved have been paid and should there be no breach of the covenants and conditions herein contained and on the part of the **Purchaser** to be fulfilled, observed and performed upto the expiration of the term hereby granted then the owner shall, at the cost of the **Purchaser** extend the term of this demise by a further period of **999** years to commence from the expiration of the term hereby granted and on the same rent (and for no other payment) and on such other terms herein contained as may then be necessary.

47. Unless otherwise specifically provided herein, the time for payment of all or any sums of money payable by the **Purchaser** to the **Developer** under the foregoing clauses is and shall be considered to be of the essence to the contract.



48. If any breach of the terms and conditions of this Deed is committed by the **Purchaser** including relating to payment of amounts due by the **Purchaser** to the **Developer** and in case such a breach is not rectified by the **Purchaser** within a period of **30 days** after a notice in writing has been served by the **Developer** on the **Purchaser**, the **Developer** shall serve a further notice calling on the **Purchaser** to rectify such breach or make such payments and if within such further period of **30 days** the **Purchaser** fail to rectify such breach, the **Developer** shall be entitled to rescind this Deed and the consequence of rescission as envisaged herein shall follow.

49. (a) In the event of this Deed being rescinded by the **Developer** in accordance with clause 48 hereof before the **Purchaser** has taken possession of any of the **said buildings** on account of any breach or default committed by the **Purchaser** in the performance of its obligations under this Deed, such rescission shall come into effect immediately and the **Developer** shall refund to the **Purchaser** all the amounts paid by the **Purchaser** to the **Developer** under this Deed and after deducting therefrom the following:

- (i) Any amount due from the **Purchaser** for additions and/ alterations that may have been carried out in or to the **said buildings** and/or to the **said Demised Land** at the written request of the **Purchaser**;
- (ii) The cost of restoration of the **said buildings** and/or the **said Demised Land** to the standard specifications set out in Annexure "G" hereto in respect of any internal additions and/or alterations that may have been carried out in or to the **said buildings** and/or to the **Demised Land** at the request of the **Purchaser**;
- (iii) Any amounts due any payable by the **Purchaser** as by way of outgoings due and/or any amounts expended by the **Developer** and reimbursible by the **Purchaser** under this Deed, and/or any interest payable by the **Purchaser** under this Deed.

On such rescission, all rights, title and interest of the **Purchaser** in the **said buildings** and the demise of **said Demised Land** herein created

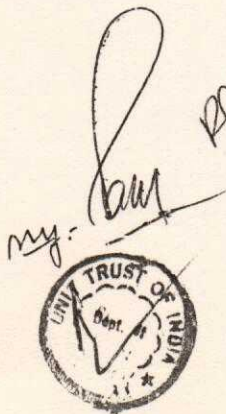


shall stand extinguished subject to the **Developer** refunding to the **Purchaser** the amounts refundable hereunder.

(b) If on the date of rescission/extinguishment, the **Purchaser** had already been put in possession of one or more of the said building/buildings or any part or parts thereof and if there has been no breach by the **Purchaser** in respect of the said building/buildings or any part thereof possession of which may in the meantime have been handed over by the **Developer** to the **Purchaser**, the **Purchaser** shall be entitled (but not obliged) to continue to retain possession of such of the said building/buildings or any part thereof along with the portion of the said **Demised Land** underneath and appurtenant to such of the said building/buildings of which possession is so retained, and in that event the rescission/extinguishment shall be effective only in respect of such of the said building/buildings or part/s thereof, possession of which has not been by then handed over by the **Developer** to the **Purchaser** along with the portion of the said **Demised Land** underneath and appurtenant thereto. Further, in that event, subject to the provisions of clause 8 (c), the demise in respect of the **Additional Recreational Facilities Land** and the said **Phase II Land** shall stand extinguished and determined ipso facto and in that event all the rights and obligation of the parties hereto shall continue to be effective only in respect of the said building/Buildings or part/parts in respect of which possession has been so retained by the **Purchaser** along with the portion of the said **Phase I Land** underneath and appurtenant to such building/buildings in respect of which the Deed continues to be effective and the **Developer** shall be obliged to refund to the **Purchaser** only the proportionate amounts paid by the **Purchaser** in respect of such of the said building/buildings or part/parts thereof in respect of which rescission is effective after making proportionate deductions as provided in clause 49 (a) above;

(c) The total amount refundable by the **Developer** to the **Purchaser** on rescission under this clause shall be paid without any interest within a period of 3 months from the date of rescission of the Deed by the **Developer** and shall thereafter carry interest at the rate of 18% per annum.

PROVIDED HOWEVER in the event of a rescission as above the **Developer** shall be entitled to deal with or dispose of the said buildings



or part/s thereof in respect of which the rescission is effective alongwith the portion of the **Demised Land** underneath and appurtenant thereto with the prior consent of the **Purchaser** which shall not be withheld provided all the sale consideration receivable in respect of such dealing or disposing is to the extent of the amounts due to the **Purchaser**, shall be payable to the **Purchaser** towards refunding to the **Purchaser** the monies then remaining refundable to them.

Provided that in case all the amounts due and payable to the **Purchaser** on such rescission have been paid off, no such consent of the **Purchaser** shall be necessary. Provided further that on rescission of this Deed in respect of one or more of the **said buildings**, subject to the provisions of clause 8 (c), the demise herein created in favour of the **Purchaser** in respect of the **Additional Recreational Facilities Land** and the **Phase II Land** shall stand extinguished and determined ipso facto and shall thereupon vest in the **Developer** who shall be free to deal with and dispose of the same in any manner it may deem fit **AND** Provided further, if so required by the **Developer**, the **Purchaser** shall execute such deeds, documents and writings as the **Developer** may require for effectuating the formalities that may required in that regard notwithstanding which obligation of the **Purchaser**, the **Purchaser** doth hereby irrevocably empower the **Developer** to execute and register such documents on behalf of the **Purchaser**.

50. In the event of the **Developer** committing any breach in its obligations or undertakings under the terms and condition of this Deed or of its duties, functions or liabilities hereunder, the **Purchaser** shall by a written notice require the **Developer** to correct such breach within a period of **30 days** from the date of receipt of such notice and in the event of the **Developer** failing to rectify the breach within such period of **30 days** the **Purchaser** shall thereafter send a fresh notice to the **Developer** to rectify the breach within a further period of **30 days** from the date of receipt of such fresh notice and in the event of the **Developer** failing to rectify such breach within such further period of **30 days**, the **Purchaser** shall be entitled to cancel and rescind this Deed.

51. (a) In the event of this Deed being rescinded by the **Purchaser** in accordance with clause 50 hereof, before the **Purchaser** has taken possession of any portion of the **said buildings** on account of any breach or default



committed by the **Developer** in the performance of its obligations under this Deed, such rescission shall come into effect immediately and the **Developer** shall refund to the **Purchaser** all the amounts paid by the **Purchaser** to the **Developer** under this Deed together with interest on such amounts at the rate of 18% per annum from the respective dates of payment thereof to the **Developer** upto the date of refund to the same to the **Purchaser**.

On such rescission, all right, title and interest of the **Purchaser** in the said buildings and the said **Demised Land** shall stand extinguished subject to the **Developer** refunding to the **Purchaser** the amounts refundable hereunder.

- (b) Subject to the provisions of clause 8 (c), if on the date of rescission the **Purchaser** has already been put in possession of one or more building/buildings or any part/s thereof alongwith the portion the the **Phase I Land** underneath and appurtenant to such of the said buildings and if there has been no breach by the **Purchaser** in respect of Building/Buildings or any part thereof possession of which may in the meantime have been handed over by the **Developer** to the **Purchaser**, the **Purchaser** shall be entitled (but not obliged) to continue to retain possession of such building/buildings or any part thereof and in that event the rescission shall be effective only in respect of such building/buildings or part/s thereof, possession of which has not been by then been handed over by the **Developer** to the **Purchaser** alongwith the portion of the **Phase I Land** underneath and appurtenant to such of the said buildings as also in respect of the **Phase II Land** and the **Additional Recreational Facilities Land**. In that event all the rights and obligations of the parties hereto shall continue to be effective in respect of the building/buildings or part/parts in respect of which possession has been so retained by the **Purchaser** along with the portion of the **Phase I Land** underneath and appurtenant to such buildings and the **Developer** shall be obliged to refund to the **Purchaser** only the proportionate amounts paid by the **Purchaser** in respect of the building/buildings or part/parts thereof in respect of which rescission is effective together with interest on such amounts at the rate of 18% per annum from the respective dates of payment thereof to the **Developer** upto the date of refund of the same to the **Purchaser**;

my.  

(c) The total amount refundable by the **Developer** to the **Purchaser** on rescission under this clause shall be paid with interest at the rate of 18% per annum calculated for the period specified in Sub-clause (a) and (b) above within a period of 3 months from the date of rescission of the Deed by the **Purchaser**.

PROVIDED HOWEVER in the event of a rescission as above the **Developer** shall be entitled to deal with or dispose of such of the said **buildings** or part thereof, in respect of which the rescission is effective, along with the portion of the land underneath and appurtenant to such of the said **Buildings** with the prior consent of the **Purchaser** which shall not be withheld provided all the sale consideration receivable in respect of such dealing or disposing is, to the extent of the monies due to the **Purchaser**, shall be payable to the **Purchaser** towards refunding to the **Purchaser** the monies then remaining refundable to them.

PROVIDED THAT in case all the amounts due and payable to the **Purchaser** on such rescission have been paid off, no such consent of the **Purchaser** shall be necessary.

PROVIDED FURTHER, that in the event of a rescission as above, subject to the provisions of clause 8 (c) the demise in respect of the **Phase II Land** and the **Additional Recreational Facilities Land** shall stand extinguished and vest in the **Developer** and the **Developer** shall be free to put up buildings and/or structures thereupon and deal with and dispose of the same in its sole discretion, and for this purpose, if so required by the **Developer**, the **Purchaser** shall execute, deliver and register such documents and writings as the **Developer** may require and notwithstanding such obligation of the **Purchaser**, the **Purchaser** irrevocably empowers and authorised the **Developer** to execute, deliver and register such documents on its behalf.

52. Wherever in this Deed it is provided that the rights of the **Purchaser** in the **Demised Land** or in respect of part or parts thereof, as the case may be, stand extinguished, then in that event, the right, title and interest of the **Purchaser** so extinguished either wholly or in part, as the case may be, shall stand vested in the **Developer**, as if the demise of the **Demised Land** or any part thereof, under this Deed, has been effectuated in favour of the **Developer**. Provided further that the

my. [Signature]
[Circular Stamp: NIT TRUST OF INDIA, 17 *]

Owners hereby irrevocably empower the **Developer** to exercise the **Owners'** right to rescission, termination and/or re-entry for and on behalf of the **Owners** **PROVIDED FURTHER** that notwithstanding anything contained herein the **Owners** hereby expressly waive their right to rescind the demise granted hereunder and their right to damages or any other relief in respect of any breach of any term of this Deed.

53. The name of the property shall always remain "**MAKER KUNDAN GARDENS**" which shall not be changed at any time in future even after the conveyance of the property to the said **Apex Body** except with the written permission of the **Developer** and the **Owner**.

54. Any delay or indulgence by the **Developer** or the **Purchaser** as the case may be, in enforcing the terms of this Deed or any forbearance or giving of time to the **Purchaser** or the **Developer**, as the case may be, shall not be construed as waiver on the part of the **Purchaser** or the **Developer**, as the case may be, or any breach or non-compliance of any of the terms and conditions of this Deed by the **Purchaser** or the **Developer**, as the case may be, nor shall the same in any manner prejudice the rights of the **Developer** or the **Purchaser**, as the case may be.

55. All out-of-pocket costs, charges and expenses including stamp duty and registration charges of and incidental to this Deed and of the documents to be executed in pursuance hereof including the legal costs relating thereto shall be borne and paid by the **Purchaser** alone and the **Developer** shall not be responsible for the same. Each party shall however bear and pay their respective Solicitors and legal costs of this Deed.

56. All notices to be served to the **Purchaser** or the **Developer** or the **Owners**, as the case may be, as contemplated under this Deed shall be deemed to have been duly served if sent to the **Purchaser**, or the **Developer** or the **Owners** as the case may be, by Registered A.D. at their respective address stated hereunder or at any other address specified in writing by either of the party to the other:

1. Makers Development Services Limited
Maker Tower "F", 1st Floor,
Cuffe Parade, Bombay - 400 005.



2. General Manager (Administration),
UNIT TRUST OF INDIA
13, Sir V. T. Marg,
(New Marine Lines),
Bombay-400 020.


3. Miss Rohini Kundanlal Gupta/Miss Mohini Kundanlal Gupta
Oceana,
Marine Drive,
Bombay-400 020.

57. The Developer, the Purchaser and the Owners shall lodge this Agreement for registration with the Sub-Registrar of Assurances, Bombay, immediately upon execution hereof and admit execution thereof.

IN WITNESS WHEREOF the parties hereto set their respective hands to this Deed the day and year first hereinabove written.

FIRST SCHEDULE

ALL THAT piece and parcel of land or ground being plot bearing C.T.S. No.1049-B (being amalgamated Plot Nos. 3, 4, 5, 6, 7, 8 and 9) admeasuring 31,693.05 sq. mtrs. or thereabouts and bearing Survey No. 71 (Part) at Village Juhu in the Registration District and Sub-District of Bombay City and Bombay Suburban within Greater Bombay and bounded as follows: i.e. to say on or towards the East by a property of S.N.D.T. University and on or towards the West and North by the remaining property of the Owners and partly by a 30' wide means of access and beyond that by the property of the Owners and towards the South by Juhu Tara Road.

my *[Signature]* *[Signature]*
ph.


SECOND SCHEDULE

Firstly:

ALL THAT piece and parcel of land or ground admeasuring 3638 square metres or thereabouts being a part of plot bearing C.T.S. No.1049-B (being amalgamated Plot Nos. 3, 4, 5, 6, 7, 8 and 9) and S. No. 71 (Part) at Village Juhu in the Registration District and Sub-District of Bombay City and Bombay Suburban within Greater Bombay and surrounded as follows: that is to say,

On or towards the **North** by the Additional Recreational Facilities Land;
On or towards the **South** by the Juhu Tara Road;
On or towards the **West** by the Common Project Amenities;
On or towards the **East** by the property of S.N.D.T. University.

Secondly:

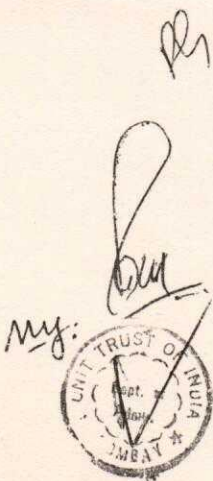
ALL THAT piece and parcel of land or ground admeasuring 3174 square metres or thereabouts being a part of plot bearing C.T.S. No.1049-B (being amalgamated Plot Nos. 3, 4, 5, 6, 7, 8 and 9) and S. No. 71 (Part) at Village Juhu in the Registration District and Sub-District of Bombay City and Bombay Suburban within Greater Bombay and surrounded as follows: that is to say,

On or towards the **North** by the Phase II Lands;
On or towards the **South** by the Phase I Lands;
On or towards the **West** by the Common Project Amenities;
On or towards the **East** by the property of S.N.D.T. University.

Thirdly:

ALL THAT piece and parcel of land or ground admeasuring 3695 square metres or thereabouts being a part of plot bearing C.T.S. No.1049-B (being amalgamated Plot Nos. 3, 4, 5, 6, 7, 8 and 9) and S. No. 71 (Part) at Village Juhu in the Registration District and Sub-District of Bombay City and Bombay Suburban within Greater Bombay and surrounded as follows: that is to say,

On or towards the **North** by the remaining property of the Owners;
On or towards the **South** by the Additional Recreational Facilities Land;
On or towards the **West** by the Common Project Amenities;
On or towards the **East** by the property of S.N.D.T. University.



SIGNED AND DELIVERED

by the withinnamed **MAKERS DEVELOPMENT SERVICES LIMITED**, the Developer abovenamed, in the presence of

Makers Development Services Ltd.

[Signature]
Director;

Judhin Kulkarni
31/3/92

SIGNED AND DELIVERED

by the withinnamed **UNIT TRUST OF INDIA**, the Purchaser abovenamed, in the presence of ...

[Signature]
A. N. BALWANKAR
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.

Vishwanath Y. Sesan
31/3/92

SIGNED AND DELIVERED

by the withinnamed (i) **MISS ROHINI KUNDANLAL GUPTA**, daughter of Kundanlal Gupta and (ii) **MISS MOHINI KUNDANLAL GUPTA**, daughter of Kundanlal Gupta, the Owners abovenamed, in the presence of ...

Rohini Gupta

Mohini Gupta

[Signature]
(R. M. Kaul)

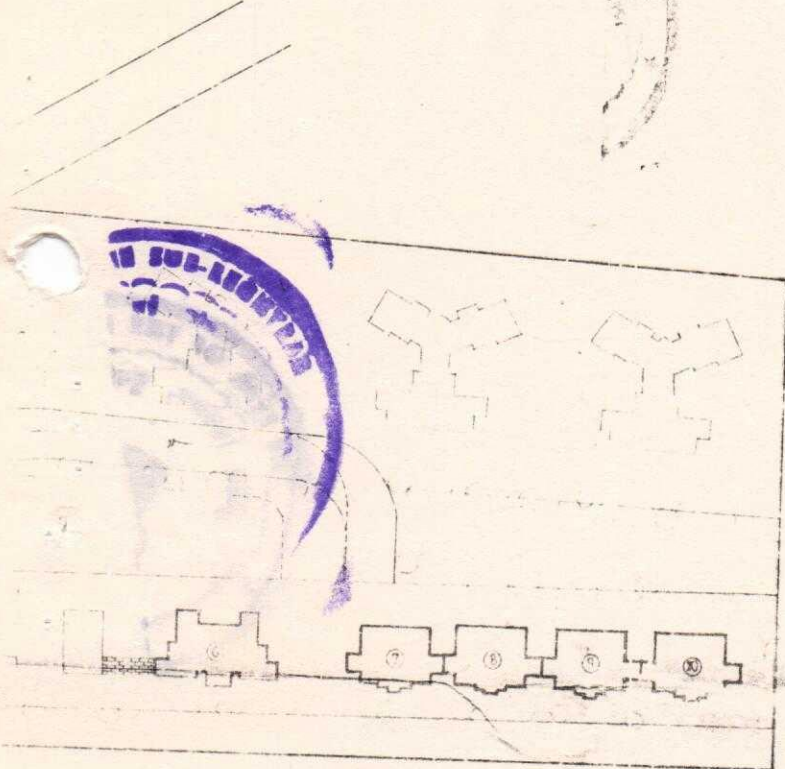
ANNEXURE 'A'

A. N. Palwankar
A. N. PALWANKAR
 General Manager
 (PERSONNEL & ADMINISTRATION)
 UNIT TRUST OF INDIA
 BOMBAY.

Makers Development Services Pvt. Ltd.

P. M. D. S.
 Director

Robert Gupta
Mechanical



- ☐ BUILDINGS TO BE CONSTRUCTED IN 1ST PHASE
- ☐ BUILDINGS TO BE CONSTRUCTED IN 2ND PHASE

REV	DATE	DESCRIPTION	INITIALS
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CLIENT

ARCHITECTS
 PROJECTS, PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
 MAKER CHAMBERS IV PLOT NO. 222 NARIMAN POINT
 BOMBAY 400021

PROJECT
**PROPOSED DEVELOPMENT
 AT JUHU.**

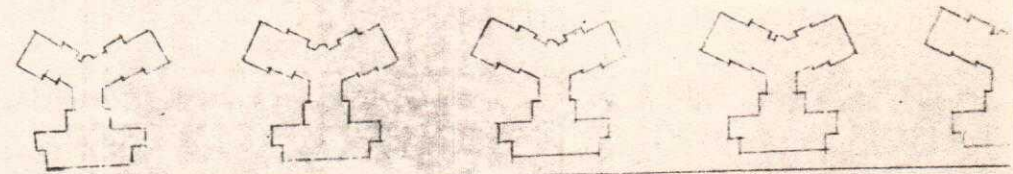
CONTENTS
LAY OUT

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SCALE	1" = 60'-0"	CHECKED
DRG NO.	101	

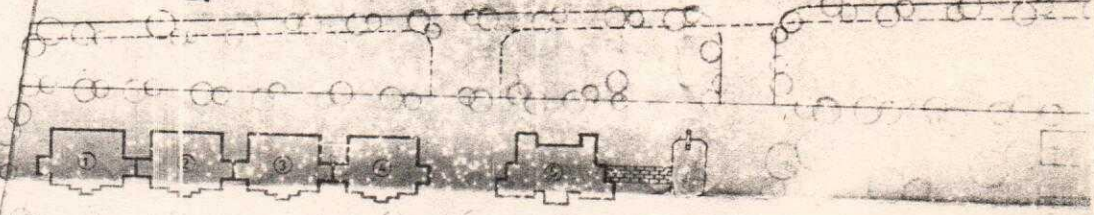


W I D E
R O A D

36'-0" W I D E R O A D



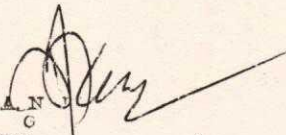
30'-0" W I D E R O A D



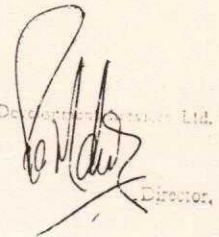
22'-0" W I D E A P P R O A C H R O A D

S N D T.

ANNEXURE 'B'


 A. N. G.
 (PERSONAL SEAL)
 UNIT 11, 11th FLOOR, 11th FLOOR
 BOMBAY.

Makers Development Services Ltd.


 Director.

Robin Gupta

Mohini Gupta

☐ BUILDING TO BE CONSTRUCTED IN 1ST PHASE
☐ BUILDINGS TO BE CONSTRUCTED IN 2ND PHASE

REV.	DATE	DESCRIPTION	INITIALS
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CLIENT

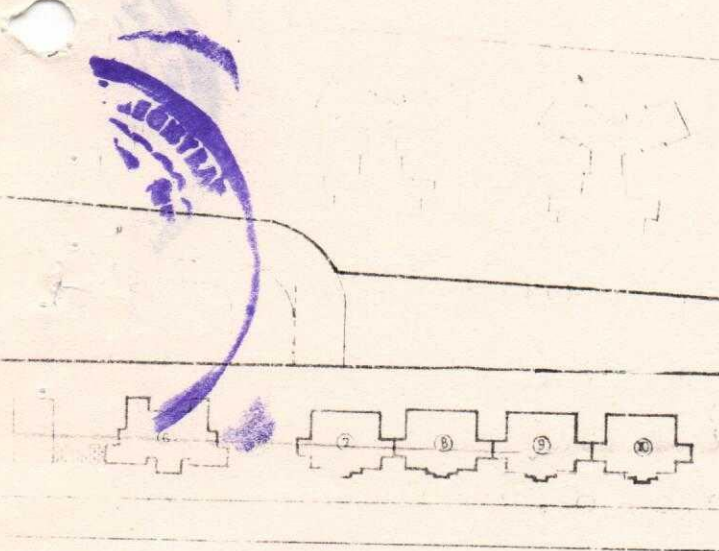
ARCHITECTS
 PROJECTS, PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
 MAKER CHAMBERS IV, PLAT NO 222, NARIMAN POINT,
 BOMBAY 400011

PROJECT
**PROPOSED DEVELOPMENT
 AT JUHU.**

CONTENTS
LAY OUT

DATE	16.5.91	DRAWN	
SCALE	1" = 80' 0"	CHECKED	

DRG. NO. 101



..2..

The pool will have arrangement for draining all the water and pumping fresh water with a filtration plant and necessary pumps.

5. Room for Health Club approximately 11'-0" x 13'-0" will be provided in the stilted portion below Building No.5 of the said buildings. The room will have marble mosaic flooring, lockable door and adequate size glazed windows, fan and light fittings will be provided.
6. Ladies' and Gents' Changing Rooms: Each approximately 13'-0" x 5'-0" with lockable doors, adequate ventilators, light and fan fittings. The floors will be marble mosaic tiles with a 4 ft. high dado of the same material. A Common Toilet of about 7'-0" x 5'-0" will be attached to the Health Club Room. The Toilet will have spartex tiles flooring and 7 ft. high dado of the same material with white glazed sanitary fittings and chrome plated plumbing fittings.
7. Two Tennis Courts with grass surface of 26' x 50' approximately each with poles for the net.
8. Adequately land scaped garden with shrubbery and trees in the area between the Swimming Pool and the Tennis Courts.
9. Children's play equipment consisting of two swings, one slide, one jungle jim and two sea-saws. The play equipment will be standard available commercially for children below the age of 10 years.



Buy

my.



PL1



1-100000

ROAD

WIDE

20'-0"

16'-0" WIDE ROAD



30'-0" WIDE ROAD



27'-0" WIDE APPROACH ROAD

S. N. D. T.

ANNEXURE "C"

DETAILS OF ADDITIONAL RECREATIONAL FACILITIES PROPOSED
TO BE PROVIDED:

1. Multi-purpose Hall approximately 25'-0" x 25'-0" in the stilted portion below Building No.6 of the Phase II Buildings. It will have two lockable 3 ft. wide doors, adequate size and area of glazed windows. The Floors will be of polished marble mosaic tiles with 4 ft. high dado of same material and adequate light and fan fittings.
2. Games Rooms: One approximately 11'-0" x 15'-0" and another of approximately 13'-0" x 11'-0". Both will have one 3 ft. wide lockable door and adequate sized glazed windows. The flooring will be of marble mosaic tiles with 6" high skirting of the same material. Adequate number of light and fan points will be provided.
3. Badminton Hall of approximately 28'-0" x 56'-0". The Hall will be connected by a 10 ft. wide rough shahabad stone paved path way to Building No.6 of the Phase II Buildings. The Hall will have a pitched roof with a height of 14 ft. at the lower point and 22 ft. at the highest point. Adequate number of doors and ventilators, light and fan fittings will be provided. The flooring will be 3/4" particle boards (over 1/2" saw-dust packing) fixed on frame work of wooden battens over a rough PCC flooring.
4. Swimming Pool approximately 20' x 30' with a 5 ft. wide strip of rough Shahabad stone paving all round and connected by a 10 ft. wide Shahabad stone paved path way to Building No.5 of the said buildings. The Swimming Pool will be lined by ceramic/spartex tiles. It will have an over flow channel and a depth of 3 ft. and at one end and 8 ft. at other with standard slope. A short spring board will be fixed at the deck level towards the deeper end of the pool.



ANNEXURE 'D'

Bldg nos. 1 to 5

Makers Development Services Ltd.

Director

A. M. PALWANKAR
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.

For Mr. Anant

M. M. M. M.

☐ BUILDINGS TO BE CONSTRUCTED IN 1ST PHASE
☐ BUILDINGS TO BE CONSTRUCTED IN 2ND PHASE

REV	DATE	DESCRIPTION	INITIALS
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CLIENT

ARCHITECTS
PROJECTS, PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
MAKER CHAMBERS IV PLOT NO. 222, NARIMAN POINT,
BOMBAY 400021

PROJECT

PROPOSED DEVELOPMENT
AT JUHU.

CONTENTS

LAY OUT

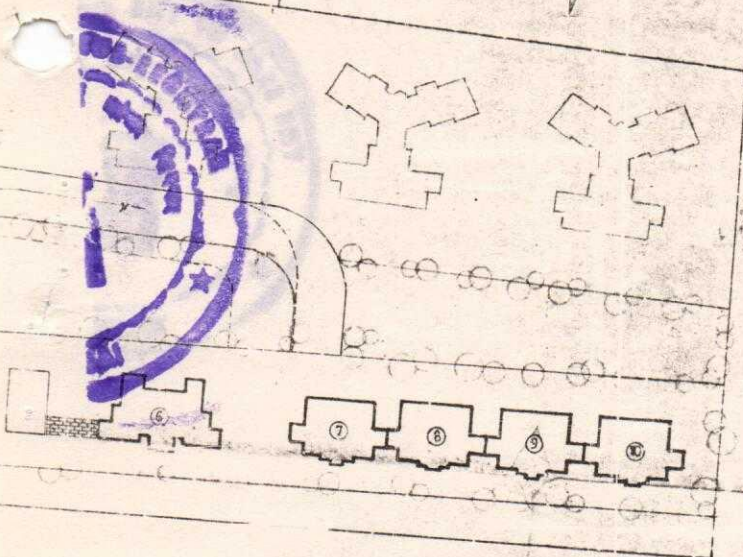
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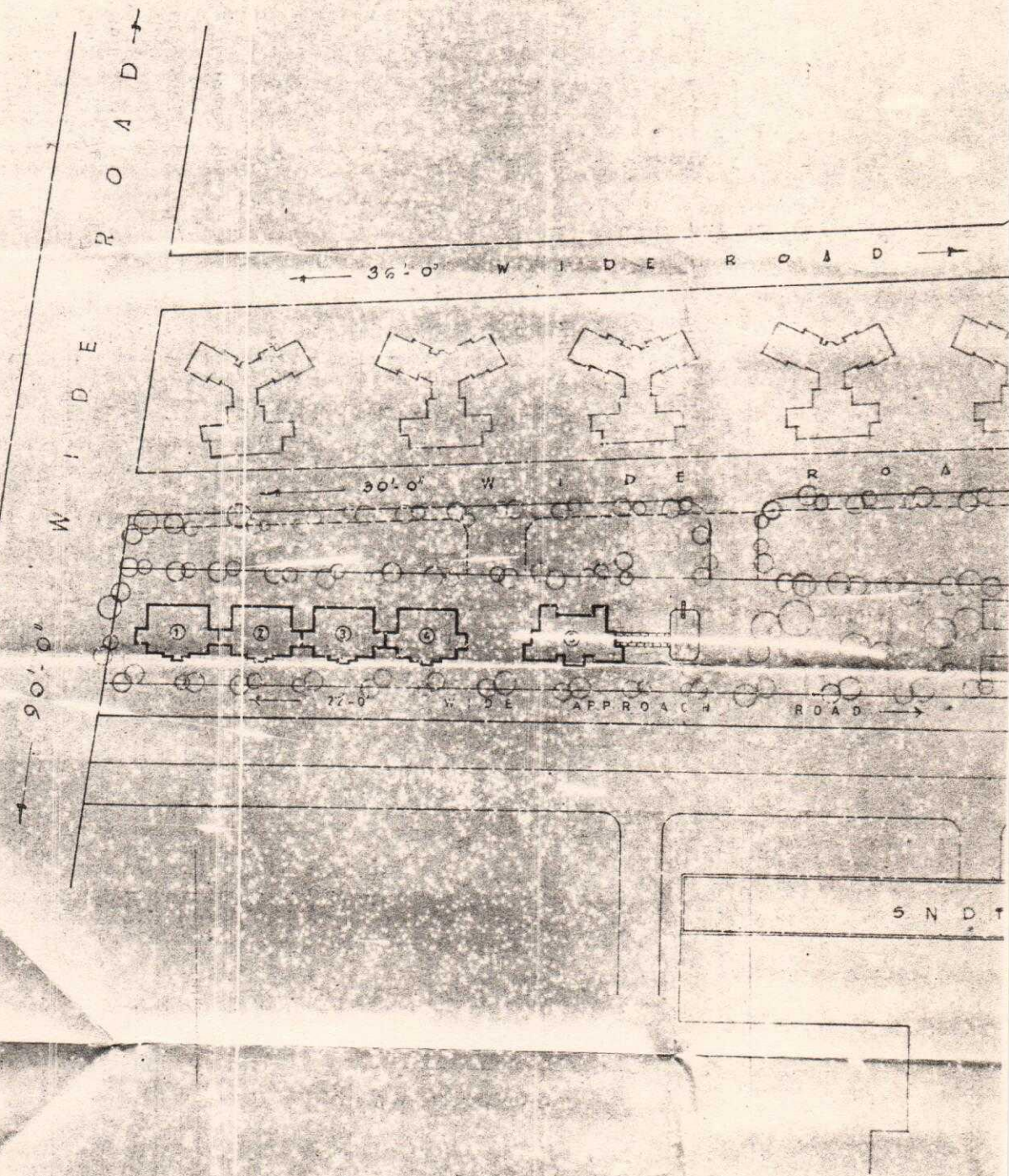
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SCALE : 1" = 60' 0"

CHECKED :

DRG. NO. 101





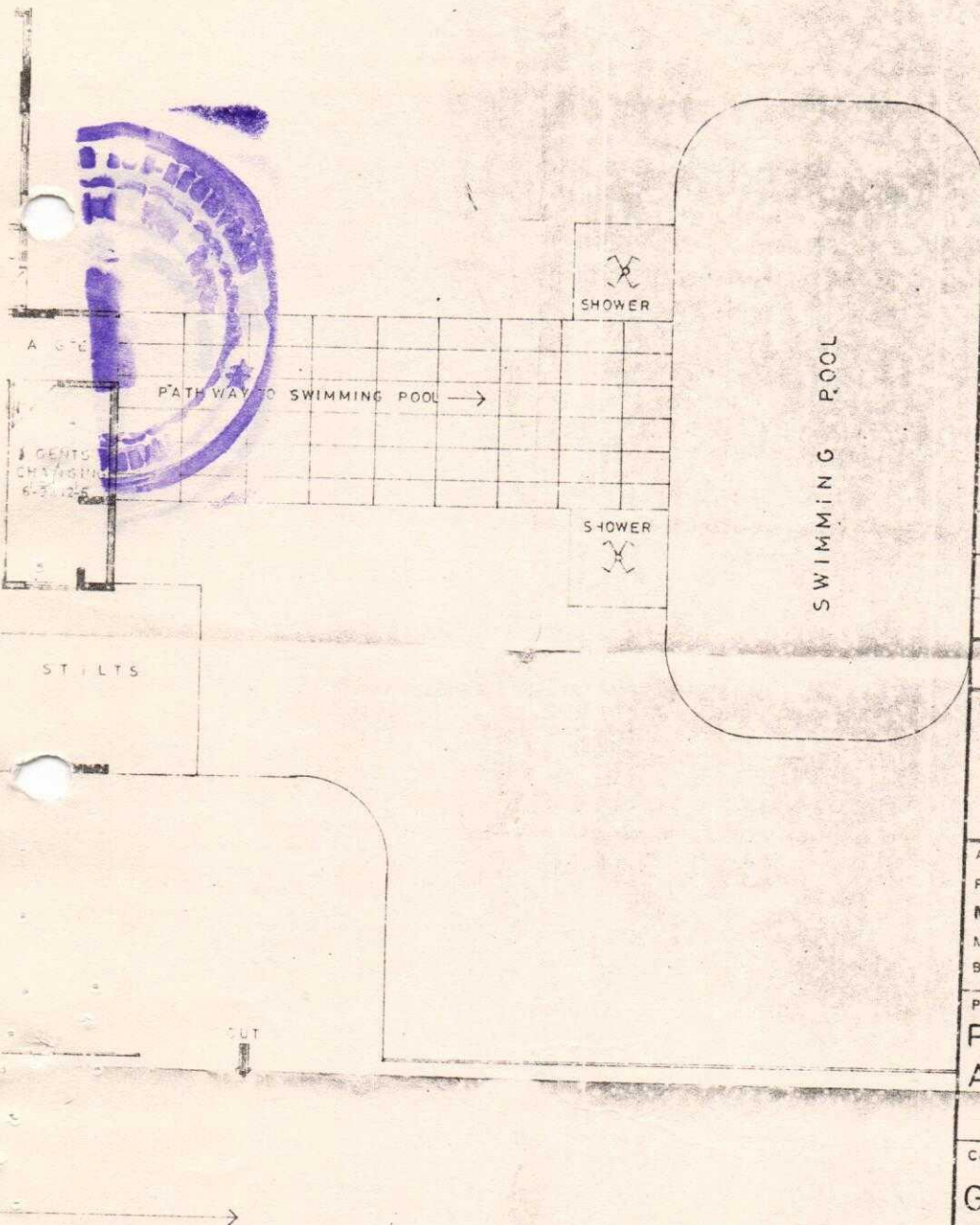
ANNEXURE 'D'

Makers Development Services Pvt. Ltd.
Director.

N. FALWANKAR
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.

Robin Gupta

Mohini Gupta



REV	DATE	DESCRIPTION	INITIALS
1	15-11-91	ENTRANCE HALL	

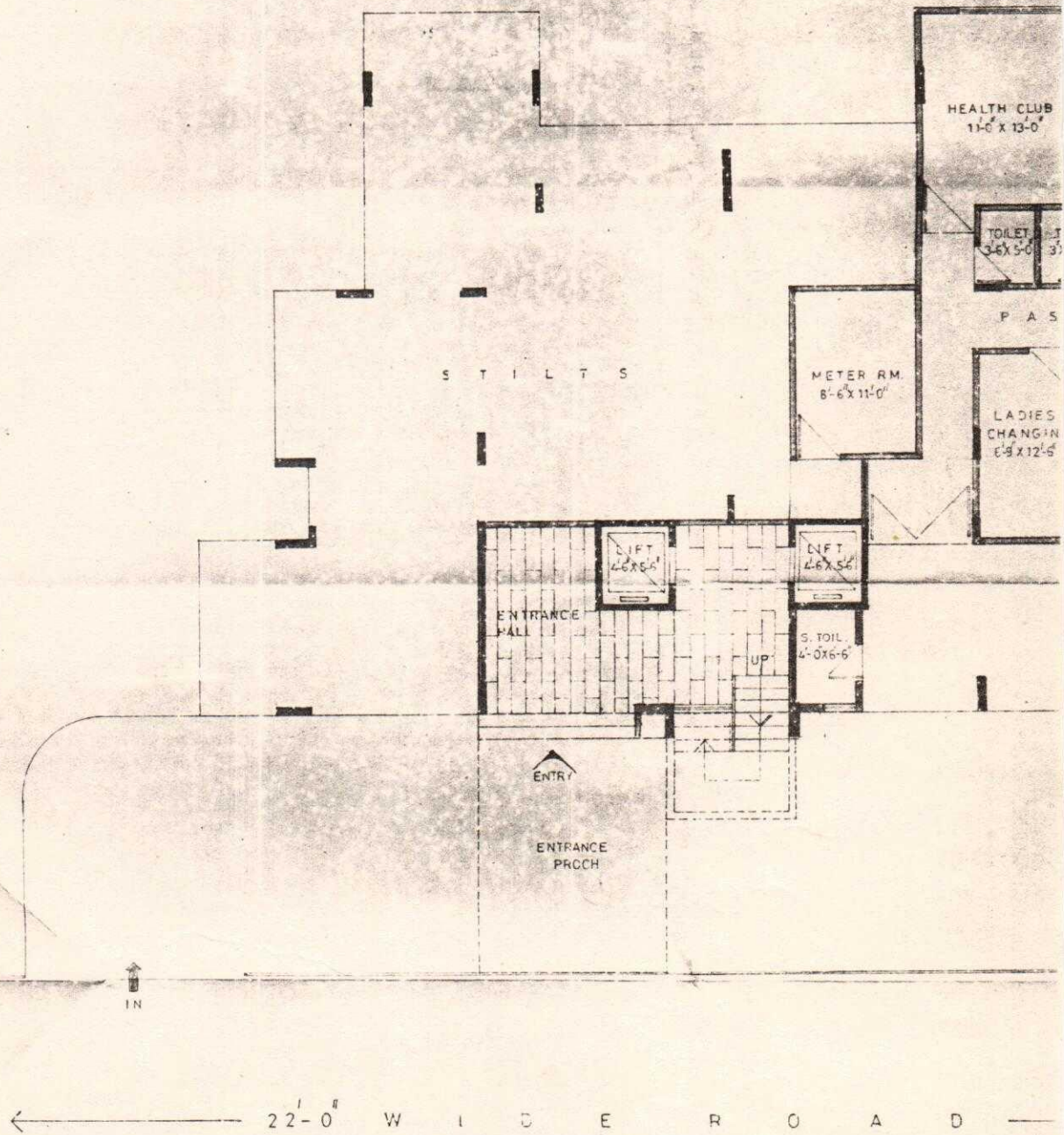
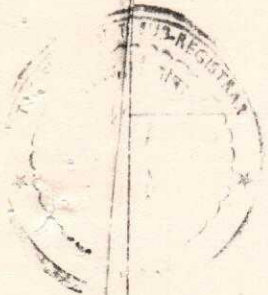
CLIENT

ARCHITECTS
PROJECTS, PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
MAKER CHAMBERS IX PLOT NO. 222, NARIMAN POINT,
BOMBAY 400021.

PROJECT
PROPOSED DEVELOPMENT
AT JUHU

CONTENTS
GROUND FLOOR PLAN
BLDG. NO. 5

DATE	27.5.1991	DRAWN	RAO
SCALE	1"=8'-0"	CHECKED	
DRG. NO.			

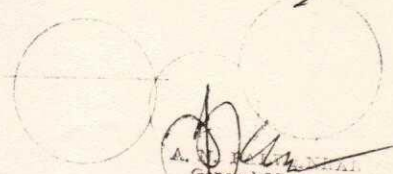
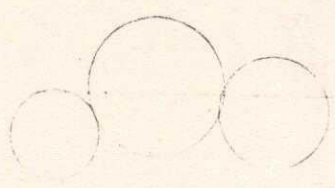


TYPE - 'B'

Makers Development Services Ltd.

V. K. Kulkarni
Director,

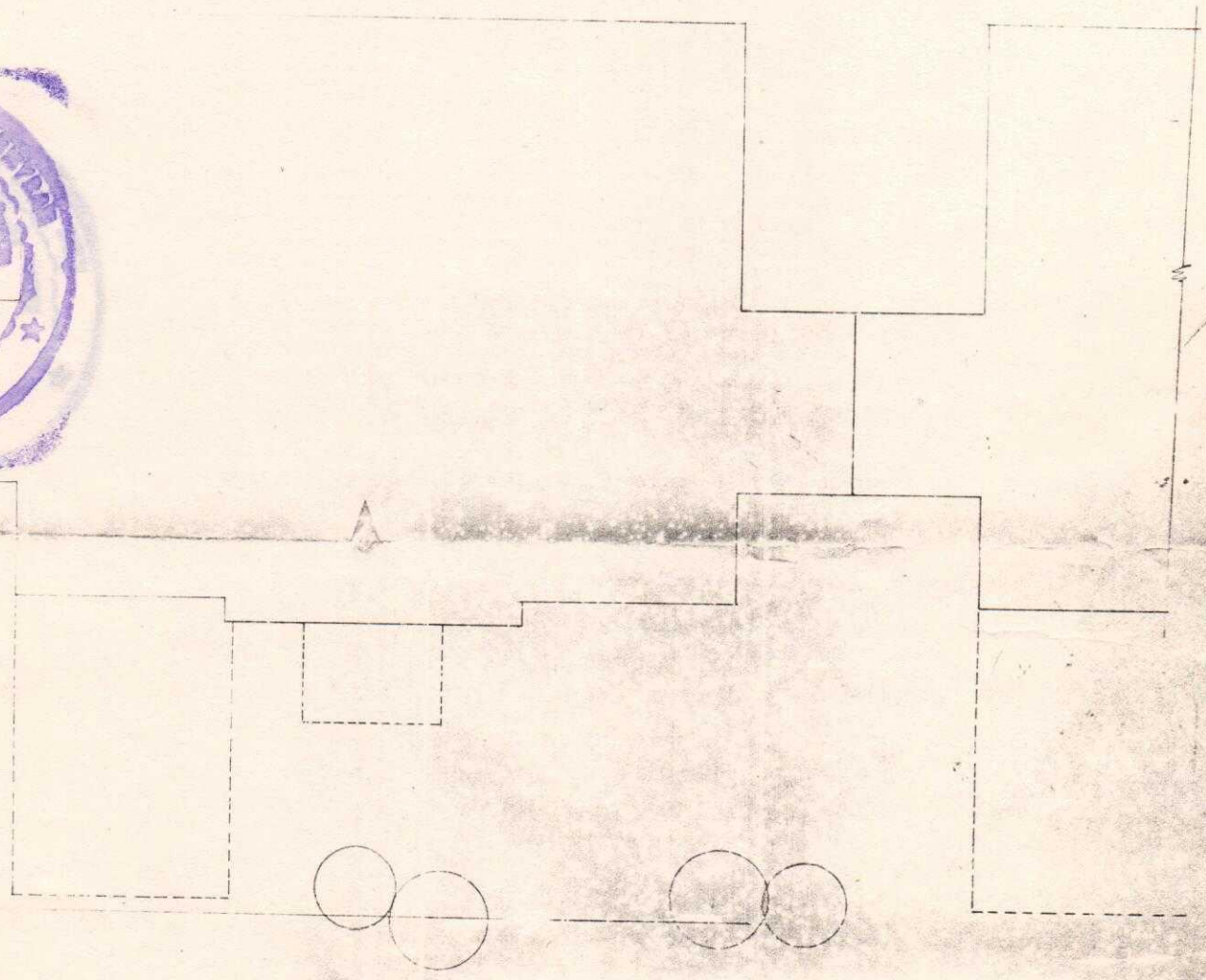
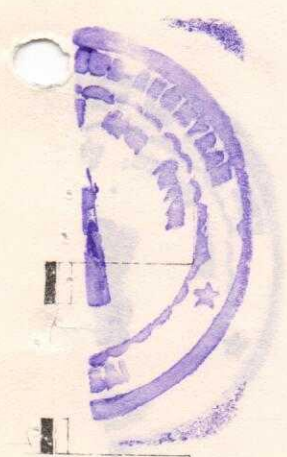
A. V. Kulkarni
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.



BLDG. (3)

Robin Gupta

Architect BLDG. (4)

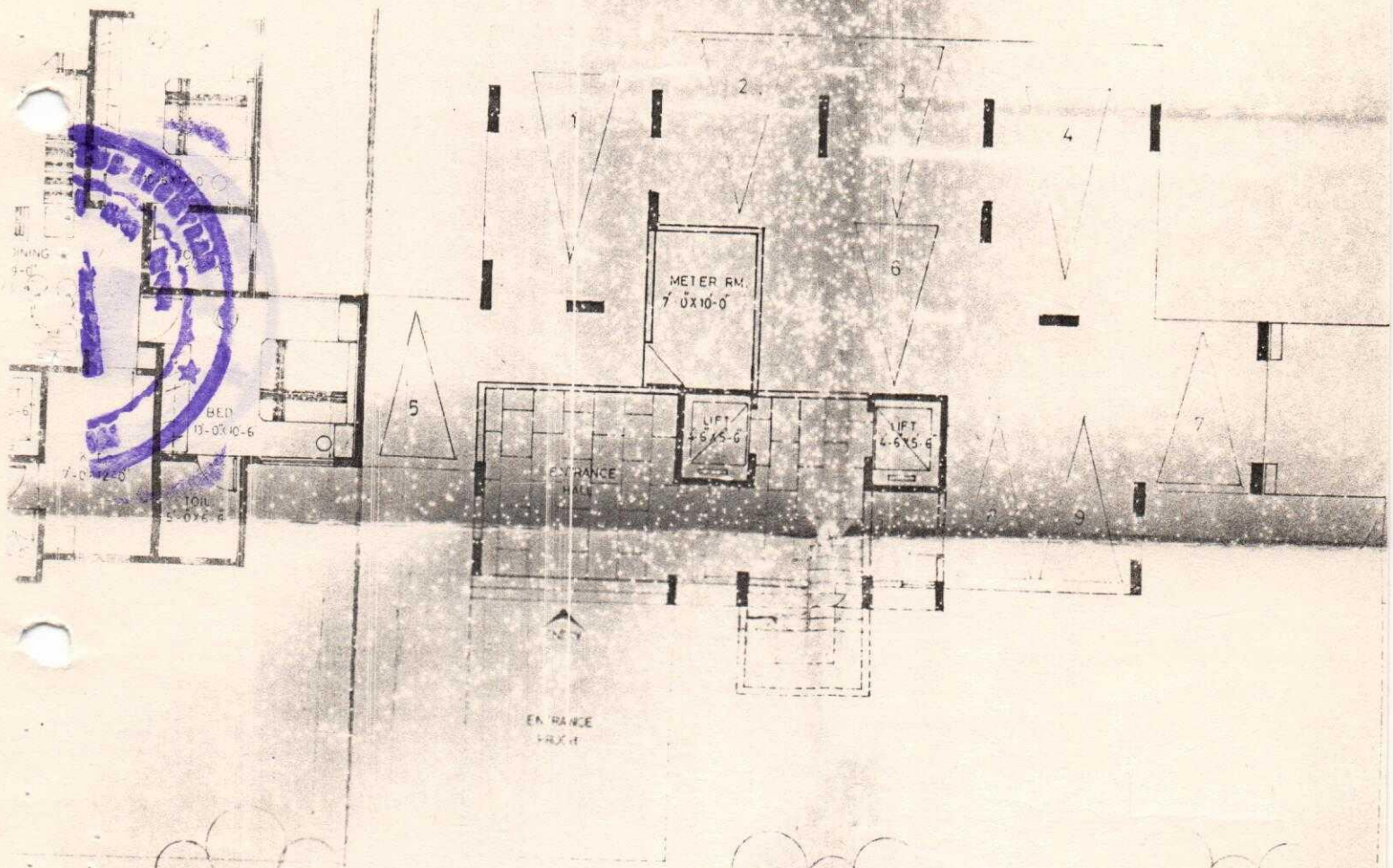


PROPOSED DEVELOPMENT AT JUHU.

SCALE: 1/8" = 1'-0"

DATE: 14-5-91

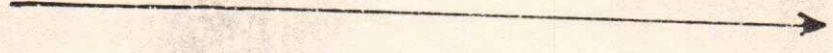
BUILDING NO. 1 TO 4



FLOOR PLAN (1st TO 7 th)

STILT FLOOR PLAN

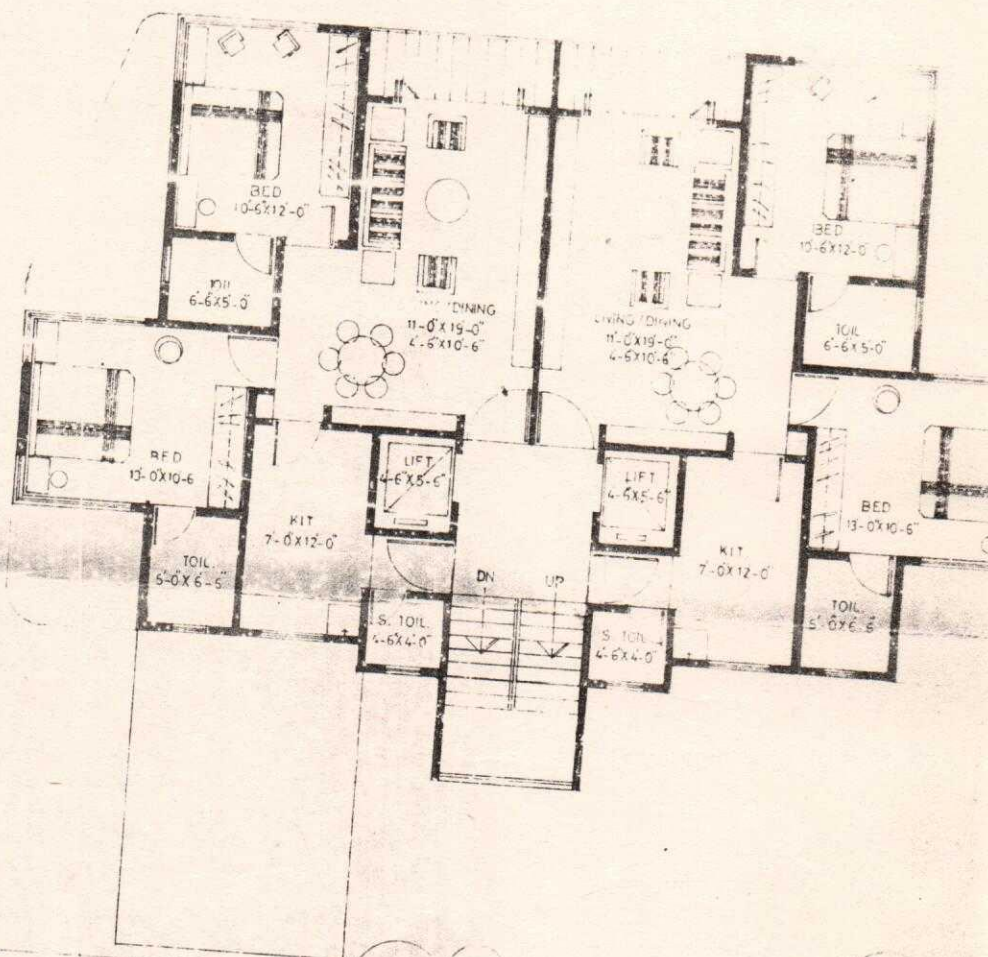
E APPROACH ROAD



11-11-77

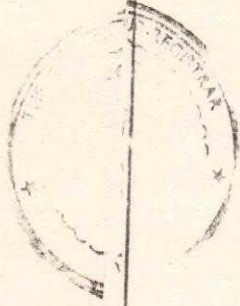
W.I.D. ROAD

BLDG



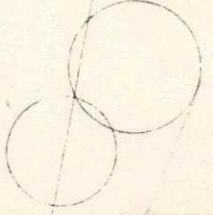
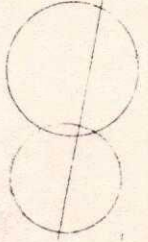
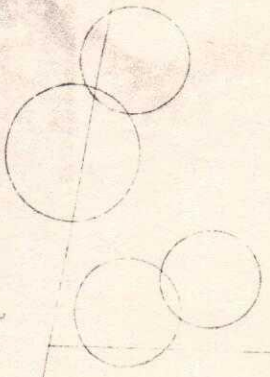
TYPICAL FLOOR PLAN

22'-0" W I D E APPROACH



W I D E R O A D

90'-0"



BLDG. NO. 5

ANNEXURE 'D'

Makers Development Services Pvt. Ltd.

[Signature]
Director

[Signature]
A. N. KULKARNI
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.

[Signature]
Rohini Gupta

[Signature]
Mohini Gupta

REV.	DATE	DESCRIPTION	INITIALS
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CLIENT			
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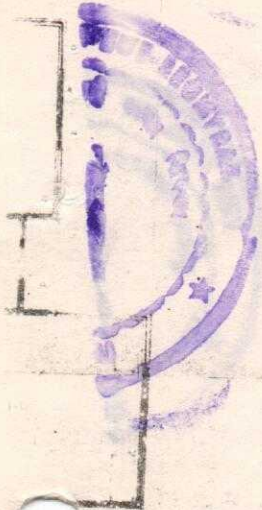
ARCHITECTS
PROJECTS PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
MAKER CHAMBERS IV PLOT NO 222 NARIMAN POINT
BOMBAY 400027

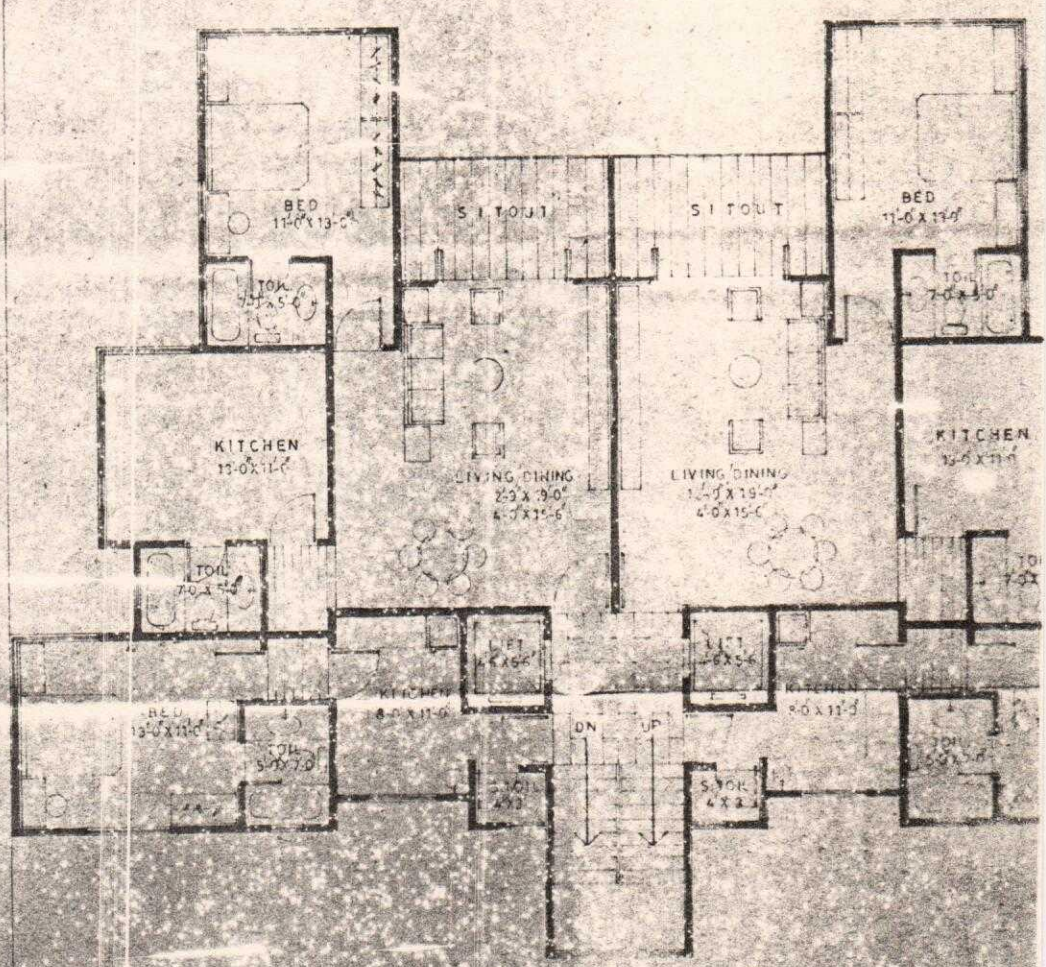
PROJECT
PROPOSED DEVELOPMENT
AT JUHU

CONTENTS
TYPICAL FLOOR PLAN
(1ST. TO 7TH. FLOOR)

DATE	27-5-1991	DRAWN	RAO
SCALE	1-8-0	CHECKED	

DWG. NO.





ANNEXURE 'E'

Makers Development Co.

Director.

[Signature]
A. N. PALWANKAR
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.

Robin Graph.
Machinograph

☐ BUILDINGS TO BE CONSTRUCTED IN 1ST. PHASE

☐ BUILDINGS TO BE CONSTRUCTED IN 2ND. PHASE

[illegible]

CLIENT

ARCHITECTS

PROJECTS, PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
MAKER CHAMBERS IV, PLOT NO. 222, NARIMAN POINT,
BOMBAY 400021

PROJECT

PROPOSED DEVELOPMENT
AT JUHU.

CONTENTS

LAY OUT

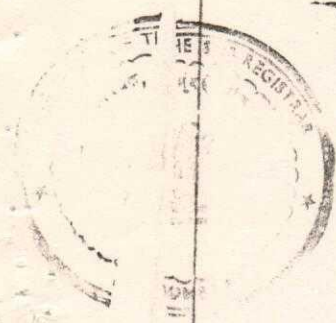
DATE 11-6-59

DRAWN :

SCALE. 1" = 80'. 0"

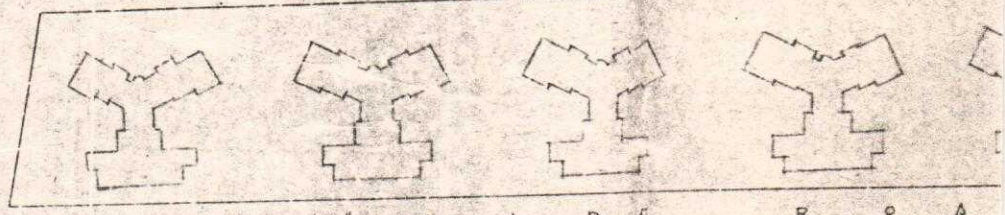
CHECKED

DRG. NO. 101

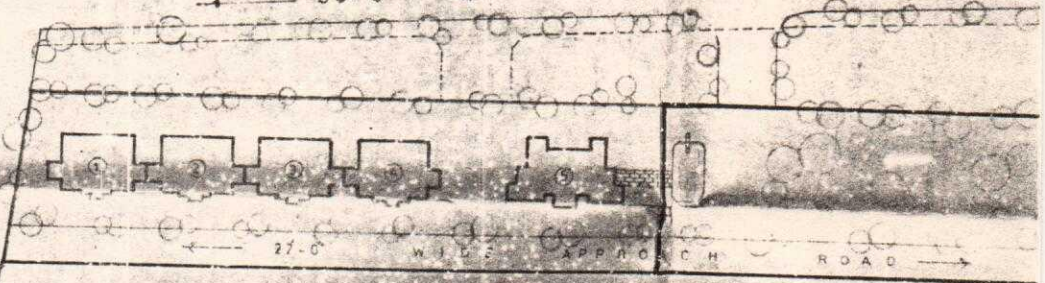


W I D E
R O A D

36'-0" W I D E R O A D



30'-0" W I D E R O A D



90'-0"

27'-0" W I D E A P P R O A C H R O A D

S N D

ANNEXURE 'F'

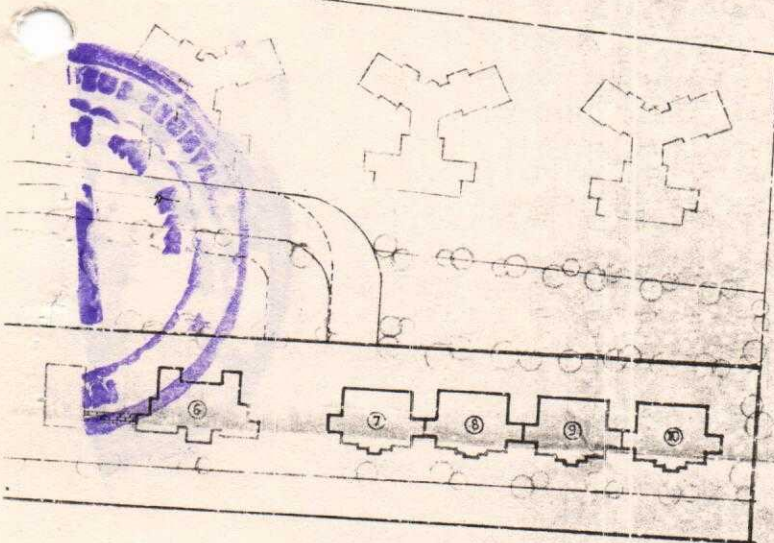
[Signature]
General Manager
(PERSONNEL & ADMINISTRATION)
UNIT TRUST OF INDIA
BOMBAY.

Makers Development Services Ltd.

[Signature]
Director.

[Signature]
Architect

- ☐ BUILDINGS TO BE CONSTRUCTED IN 1ST PHASE
- ☐ BUILDINGS TO BE CONSTRUCTED IN 2ND PHASE



REV	DATE	DESCRIPTION	INITIALS

CLIENT

ARCHITECTS
PROJECTS, PLANNING & DESIGN DEPARTMENT
MAKERS DEVELOPMENT SERVICES PVT. LTD.
MAKER CHAMBERS IV PLOT NO. 222, NARIMAN POINT
BOMBAY-400021

PROJECT

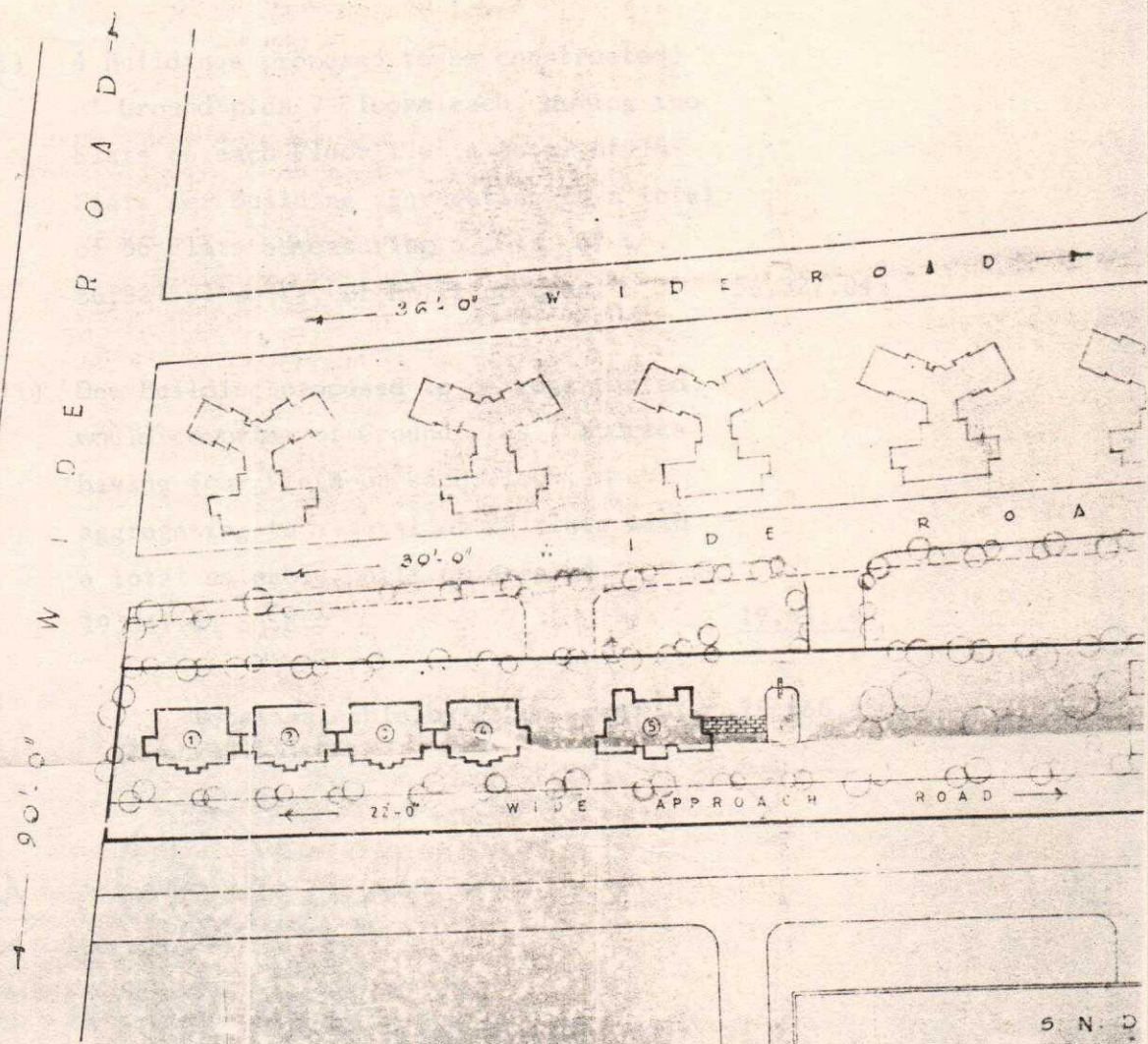
**PROPOSED DEVELOPMENT
AT JUHU.**

CONTENTS

LAY OUT

DATE	16.5.91	DRAWN	
SCALE	1" = 80' 0"	CHECKED	

DRG. NO. 101



S. N. D.

Annexure H

RUSTAMJI & GINWALA
(Registered)
ADVOCATES & SOLICITORS

R. N. MODI, RES. TEL. 388170
M. K. SHROFF, RES. TEL. 353802
TELEPHONE NO. 1 OFFICE 273774
TELEGRAM: "RUSTOIN"

MINISTRY MANSION, 2ND FLOOR
(OPP. RAJABAI TOWER)
107, MAHATMA GANDHI ROAD, FORT
BOMBAY-400 023

IN REPLY PLEASE QUOTE
REF. NO.

198

Re: Plot Nos. 3 to 9 forming part
of plot of land bearing C.T.S.
No. 1049 and bearing survey
No. 71(part) situate at Juhu.

TO WHOMSOEVER IT MAY CONCERN

Under a Sanad granted by the City Survey Officer IV, Bombay Suburban Districts, Bombay in form Schedule 'H', the Government of Maharashtra, confirmed the occupancy in respect of the plot of land at Juhu Village bearing C.T.S. No. 1049 and bearing Survey No. 71(part) in favour of Kundanlal Laxmichand Gupta on the terms and conditions mentioned in the said Sanad and in the Agreement dated 26th May, 1964 executed by the said Kundanlal Laxmichand Gupta.

The said Kundanlal Laxmichand Gupta during his life time had entered into a Development Agreement on 21st October, 1978 with Paramount Premises Private Limited, (Since amalgamated with Makers Development Services Private Limited). The said Kundanlal Laxmichand Gupta died intestate at Bombay on the 12th day of August 1981 and Mrs. Sita Kundanlal Gupta, Miss Rohini Kundanlal Gupta and Miss Mohini Kundanlal Gupta as the only legal heirs and next of kin of the said deceased Kundanlal Laxmichand Gupta have obtained from the High Court of Judicature at Bombay, the Letters of Administration to the properties and credits of the said deceased on 23rd day of December, 1982.

After the demise of the said Kundanlal Laxmichand Gupta his legal heirs the said Smt. Sita Kundanlal Gupta and others have also entered into an Agreement on 30th December, 1981 with Makers Development Services Private Limited to give effect to the said Agreement dated 21st October, 1978 permitting Makers Development Services Private Limited, to develop the abovementioned plots of land, on the terms and conditions recorded in the said Agreement. By a Deed of Transfer dated 17th March 1983, the said Smt. Sita Gupta and others, as Administrators of the Estate of the deceased Shri K. L. Gupta have transferred the said property



Plr. my

more particularly described as secondly in the Schedule thereunder written) in their own personal names.

We have investigated the title of the abovementioned plots of land forming part of the said larger plot of land bearing C.T.S.No.1049 of Juhu Village and have also caused the searches to be taken at the Sub-Registry at Bandra and Bombay and hereby certify that subject to the statutory charges for the payment of the Estate Duty under the Estate Duty Act, 1953 and subject to the Exemption Order dated 7th February, 1980 issued by the Government of Maharashtra with a corrigendum dated 10th April 1980 and which was subsequently modified by the Government by its letter dated 24th February 1984 in favour of Smt. Sita Gupta and others in place of Shri K.L. Gupta and duly revalidated from time to time upto 7th February 1987, the title to the said plot of land is free from reasonable doubts and encumbrances and is marketable.

We also certify that the rights of Makers Development Services Private Limited under the abovementioned Agreements are valid and subsisting.

Dated this 31st day of July, 1985.

for RUSTAMJI & GINWALA.

[Signature]

PARTNER.

Advocates & Solicitors.



Ph - my



J.C. SHAH
P.J. SHAH: 20 10 00
: 20 10 00**SHAH & SANGHAVI** (Regd.)
ADVOCATES, SOLICITORS & NOTARY
MUTIAL COURT 'A' WING, 11TH FLOOR,
NARIMAN POINT, BOMBAY - 400 021.Telephones { 22 24 32
22 25 21
GRAMS : JASHCHIM, BOMBAY

Your Ref. _____

Our Ref. _____

BOMBAY, _____ 19

TO WHOMSOEVER IT MAY CONCERN:

Re: Agreement for Development dated 31st December 1981 in respect of the property lying and being at Juhu bearing C.T.S. No. 1049 and Survey No. 71 (p) sub-divided Plot No. 3, 4, 5, 6, 7, 8 and 9 in all admeasuring 27,764.86 sq.mtrs. or thereabouts between Smt. Sita Gupta and others.
and
Makers Development Services Pvt. Ltd.

We have perused the title Certificate dated 31st July 1985 issued by M/s. Rustamji & Girmalla in respect of the above property. A photo copy of the said Certificate is hereto annexed and marked "A".

We have also taken searches with the Sub-Registrar of Assurances at Bandra and at Bombay for years 1985 to 1991 to discover encumbrances if any and have not found any such encumbrances.

We have verified that the estate duty proceedings in respect of the estate of the late Mr. Kundanlal Gupta are not yet over, though ad-hoc estate duty as adjudged has been paid.

We have also verified that Smt. Sita Gupta one of the owners of the said property died on or about 16th February 1987 leaving her last Will and Testament dated 1st May 1982 appointing thereunder her two daughters Miss. Mohini Gupta and Miss Rohini Gupta, the existing co-owners of the captioned property as her only legatees and executrixes of her Will according to the law by which the deceased was governed at the time of her death, the said daughters are even otherwise her only heirs.

In spite of the death of the said Mrs. Sita Kundanlal Gupta, in our opinion, the captioned Development Agreement

Our Ahmedabad Associates: **H. M. BHAGAT & CO.**
Advocates, Solicitor & Notary PublicIndustry House, Behind Netroj Cinema, Ashram Road, Ahmedabad - 380 009
Tel. No. (O) 405034, 404334 (R) 444343, 484343, 465222

is valid, subsisting and binding on the estate of the deceased which has now fallen in the hands of her daughters, the said Miss.Rohini and Miss.Rohini. Makers Development Services Pvt.Ltd., as builders and developers under the captioned agreement are entitled to construct flats on the said property and dispose of the same under the provisions of Maharashtra Ownership Flats Act, or otherwise howsoever.

We hereby certify that on the basis of the premises hereinabove recited that the title in respect of the above mentioned property is free from encumbrances and is marketable.

Dated this 6th day of May 1991.

For SHAH & SANGHAVI,

Partner,
Attorney-at-law.



ANNEXURE "I"

LIST OF SPECIFICATIONS AND AMENITIES TO BE PROVIDED:

1. Construction of the Building will be of RCC Framework on pile foundation.
2. Main Entrance Foyer of each of the Buildings will be decorated aesthetically.
3. Anodized/powder coated aluminium windows will be provided. Grills shall be provided to the windows in respect of the flats on the first floors only in all the Buildings.
4. Spartex Tiles or equivalent will be used for flooring with skirting on walls. However, Living Rooms shall have marble flooring.
5. Spartex tiles or equivalent will be used for flooring of toilets with full wall cladding. Coloured sanitaryware matching the Spartex Tiles shall be provided in all the toilets except the Servants Toilet. The Servant Toilet shall be provided with white sanitaryware and white glazed tiles.
6. All internal plumbing lines will be concealed.
7. Wash Basin and Mirror with Shower Trays will be provided in Toilets.
8. Brass Chrome Plated Fittings will be provided in Toilets.
9. Copper Wiring with provision of power points, light points and fan points only at suitable places. All electrical wiring will be concealed. No lights or electrical fixtures will be provided except as provided herein.
10. Conduits for concealing telephone cables will be provided upto suitable point in the entrance of each flat but purchasers will make their own arrangements for internal telephone wiring and telephone.
11. Storage type Heater of 25 Litres in each Bathroom will be provided (except in Servants' Toilets).
12.
 - a) The Main Entrance Door to each Flat would be solid teak polished panel doors;
 - b) Bathroom doors will be flush type commercial block board flush doors with Formica/equivalent cladding on both sides;
 - c) Doors from Living Rooms to the Verandah/Balcony will be in anodized/powder coated aluminium;
 - d) All other doors will be enamel painted commercial flush doors;



...2...

13. Four ceiling fans will be provided in each of the 2 Bedroom Flats and one ceiling fan will be provided in the 1 Bedroom flats.
14. Kitchen Platforms will be granite, with stainless steel sinks, with mini Heaters.
15. Childrens play area will be equipped with suitable amenities like swings, sea-saw and children's slide (already existing).
16. Suitable compound walls, hedgings, etc. will be provided for each Building with entrance and exit gates.
17. Necessary internal roads will be provided in the compound.
18. Provision for common Antenna for T.Vs, with suitable T.V.Points. Suitable common points will also be provided for telephone and intercoms.
19. Provision of a Dish Antenna subject to availability of permission from concerned Authorities. .

Long

pl



कुपण कप पाववण-११७३०
 दि. ११.१२.२० - एप्रिल
 १ कारका १०
 ११ कारका १० कारका १०
 ११ कारका १० कारका १०

A. N. PALWANKAR
 General Manager
 (PERSONNEL ADMINISTRATION)
 UNIT TRUST OF INDIA
 BOMBAY, INDIA
 BOMBAY.

कुपण कप पाववण की गिनाली—

विवरण	र. की
वै. १	५०००-००
वै. २	१-
वै. ३ (कोटिवाज)	१-
वै. ४ (कोटिवाज)	१-
वै. ५ (कोटिवाज)	५-
वै. ६ (कोटिवाज)	२-
वै. ७ (कोटिवाज)	३०-
वै. ८ (कोटिवाज)	२-
वै. ९ (कोटिवाज)	२३-

५०६९-००

कुपण कप पाववण
 अतिरिक्त हे कारकाची सुनावणी करण्याचे
 निवडकाचे सर्व अधिकार बसलेला

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 अतिरिक्त हे कारकाची सुनावणी करण्याचे
 निवडकाचे सर्व अधिकार बसलेला

१. श्री. ओ. एन. पाठवणकर
 वय ५१ वर्ष, नोकरी सा. एन. २१ सेक्टर ६
 वारी न्यु बॉम्बे. हे मी थुनीट हस्त ऑफ
 इंडिया तर्फे जनरल मॅनेजर.
२. मिस. मोहिनी कुंदनकाठ गुप्ता
 वय ३८ वर्ष, व्यवसाय सा. डेव्हियाना २१
 मीनड्राईट मुंबई ४०००२०.
३. मिस. मोहिनी कुंदनकाठ गुप्ता
 वय ३९ वर्ष, व्यवसाय सा. नं. २ पंमण.
४. मिस. मंगल वय ४० वर्ष नोकरी सा. मंगलपुत्र (पु) मुंबई ५४
५. मिस. मंगल वय ४० वर्ष नोकरी सा. मंगलपुत्र (पु) मुंबई ५४

कुपण कप पाववण
 अतिरिक्त हे कारकाची सुनावणी करण्याचे
 निवडकाचे सर्व अधिकार बसलेला

धपिलाची सुवात काढण्याची
विशेषज्ञता

66 ~~पुनः निवेदन,~~

21-01-19

पाना लावे ता. ४-६ ज्या कर्जातून

५२५५ नकल दिली तारीख १२-१-०२

For $9.9.9$ ad bde

ॐ नमो भगवते वासुदेवाय