

FLAT NO. 2703, "RUSTOMJEE ATHENA."

Monday, June 04, 2012

11:44:55 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 5252

दिनांक 04/06/2012

गावाचे नाव माजीवडे

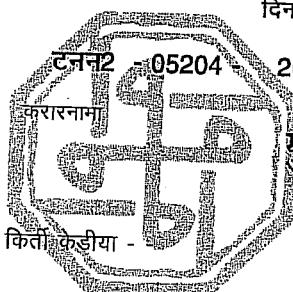
दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

टाजन 2 - 05204 2012

मुळ दस्ता मिळाला

सादर करणाराचे नाव: प्रग्ना किंतोळुडीया



नोंदणी फी

30000.00

नवकल (अ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (136) :- 2720.00

एकूण रु. 32720.00

आपणास हा दस्त अंदाजे 11:59AM ह्या वेळेस मिळेल

(Signature)

ताहे दुर्घाम निबंधक, नोंदणी क्र. ३

दृष्टम निवृष्टक



बाजार मुल्य: 7061520 रु. मोबदला: 4325110 रु.

मरलेले मुद्रांक शुल्क: 176550 रु.

देयकाचा प्रकार .डीडी/घनाकर्षद्वारे;

बँकचे नाव व पत्ता: इंडियन आवरसीज बँक;

डीडी/घनाकर्ष क्रमांक: 588100; रक्कम: 30000 रु.; दिनांक: 23/04/2012

PKK



दुर्यम निबंधक: सह दु.नि.ठाणे 2

दस्तक्रमांक व वर्ष: 5204/2012

Monday, June 04, 2012
11:46:09 AM

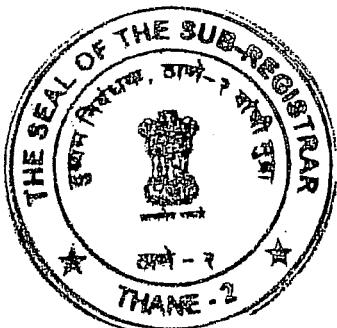
नोंदणी 63 म.

Regn. 63 m.e.

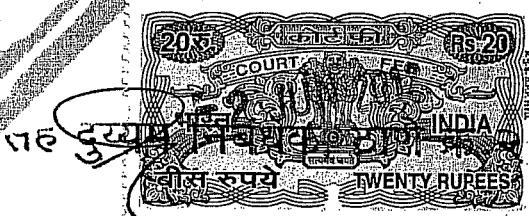
सूची क्र. दोन INDEX NO. II

गावाचे नाव: माजीवडे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपटल्याच्या
बाबतीत पटाकार आकारणी देतो
की पटटेदार ते नमूद कराऱे) मोबदला रु. 4,325,110.00
बा.भा. रु. 7,061,520.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
(1) सर्वे क्र.: 12 वर्णन: झोन नं. 6/27 - सर्वे नं. 12/1 ते 4, 13/1 ते 3, 84/1 - सदनिका क्र.
2703, 27 वा मजला,
वी विंग, रुस्तमजी अऱ्येना मौजे माजीवडे, ता.जि.ठाणे क्षेत्र 94.68 चौ.मी. बिल्टअप + पोडीयम
पार्किंग स्पेस नं. जी-70
- (3) क्षेत्रफल (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेहा (1)
- (5) दस्तऐवज करून देण्या-या पक्काराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या पक्काराचे नाव व संपूर्ण पत्ताकिंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 12/05/2012
- (8) नोंदणीचा नं. 04/06/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 5204 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 356.00:00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



लह दुर्यम निबंधक, ठाणे क्र.२



मूल्यांकन पत्रक बांधीव शहरी क्षेत्र

Monday, June 4, 2012
10:08:21AM



मूल्यांकनाचे वर्ष 2012
जिल्हा ठाणे
प्रमुख मुल्य विभाग 6-गावाचे नाव : माजीवडे (ठाणे महानगरपालिका)
उप मुल्य विभाग 6/27-4ब) ठाणे खाडी लगतचा माजिवडयाचा भाग सिटीएस क्रमांक
क्षेत्राचे नांव Navi Mumbai/Thane
सर्वों नंबर सर्वों नंबर-12

वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
29400.00	63000.00	81200.00	112000.00	81200.00

मिळकतीचे क्षेत्र	94.68	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका	उद्धवाहन सूविधा	आहे
मिळकतीचा प्रकार	बांधीव	बांधकामाचा दर	
मिळकतीचे वर्ष	0 TO 2 वर्षे	मजला	21st and Above

$$\begin{aligned}
 \text{घसा-यानुसार मिळकतीचा प्रति} &= (\text{वार्षिक मूल्यदर} * \text{घसा-यानुसार नविन दर}) && * \text{मजला निहाय घट/वाढ} \\
 \text{चौ. मीटर मूल्यदर} &= (63000.00 * 100 /100) && *(115.00 /100) \\
 &= 72450.00
 \end{aligned}$$

A) मुख्य मिळकतीचे मूल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र
 = 72450.00 * 94.68
 = 6859566.00

ठ न न - २

दस्त क्रमांक २०५८/२०१२

७ /१३८

E) बंदिस्त वाहन तळाचे क्षेत्र = 11.15 चौ. मीटर
 बंदिस्त वाहन तळाचे मूल्य = 11.15 * (25.00 / 100) * 72,450.00
 = 201,954.38

अंतिम मूल्य = अंतिम मूल्य दर + तळधराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गऱ्बीचे मूल्य + वरील गऱ्बीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

$$\begin{aligned}
 &= A + B + C + D + E + F + G + H \\
 &= 6,859,566.00 + 0.00 + 0.00 + 0.00 + 201,954.38 + 0.00 + 0.00 + 0.00 \\
 &= 7,061,520.38 /
 \end{aligned}$$

SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151
E-mail :**Mode of Receipt**

Account Id mhshcil01

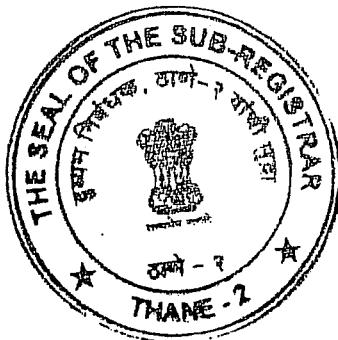
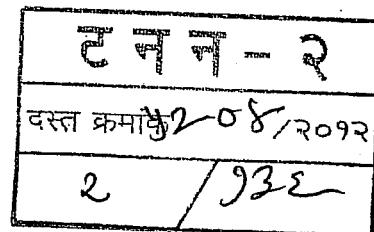
Account Name SHCIL-MAHARASHTRA

Receipt Id RECIN-MHMHSCHIL0108192002924691K
Receipt Date 12-MAY-2012

Received From MESSERS KAPSTONE CONSTRUCTIONS PVT LTD	Pay To
Instrument Type RTGS	Instrument Date 11-MAY-2012
Instrument Number IC12132097277623	Instrument Amount 176550 (One Lakh Seventy Six Thousand Five Hundred And Fifty only)
Drawn Bank Details	
Bank Name ICICI BANK	Branch Name THANE
Out of Pocket Expenses 0.0 ()	



P/S



INDIA NON JUDICIAL
Government of Maharashtra

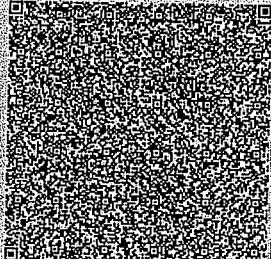


सर्वगत जागते

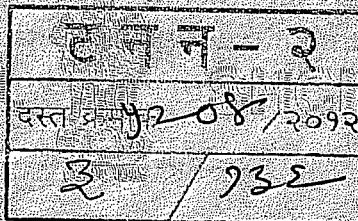
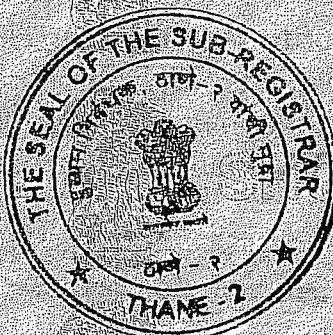
e-Stamp

Issued by
Stock Holding Corporation of India Ltd
Location: Thane
Signature:
Details can be verified at www.shcilestamp.com

Certificate No: IN-MH08570267654371K
Certificate Issued Date: 12-May-2012 11:15 AM
Account Reference: SHCIL (F) / mhsho[01] / THANE / MH-TNE
Unique Doc. Reference: SUBINMHMHSHCIL0109212172855405K
Purchased by: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD
Description of Document: Article 25 (b)to(d) Conveyance
Property Description: FLAT NO 2703 FLOOR 27TH WING B BUILDING NAME RUSTOMJEE ATHENA
Consideration Price (Rs.): 43,25,110/-
(Forty Three Lakh Twenty Five Thousand One Hundred And Ten only)
First Party: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD
Second Party: MRS PRAGANA KEDIA
Stamp Duty Paid By: MESSERS KAPSTONE CONSTRUCTIONS PVT LTD
Stamp Duty Amount(Rs.): 1,76,550/-
(One Lakh Seventy Six Thousand Five Hundred And Fifty only)



Please write or type below this line



ZK 0000652952

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com".

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into Thane on this 12th day of MAY 2012 Between **KAPSTONE CONSTRUCTIONS PRIVATE LIMITED**, a Company registered under the provisions of the Indian Companies Act, 1956 having its registered office at, 702, NATRAJ, MV ROAD JUNCTION, WESTERN EXPRESS HIGHWAY, ANDHERI (EAST), MUMBAI - 400069 hereinafter referred to as the "Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART : AND

Mrs. Pragna Kirti Kedia

कांडा नं - २
दस्त प्राप्ति १२०८/२०९२
प्रेसेंट्स असेंबली १३८

having their address for the purpose of these presents as
6th Floor, Vishwashanti, 30/E, Azad Road, Juhu Koliwada, Mumbai - 400 049,

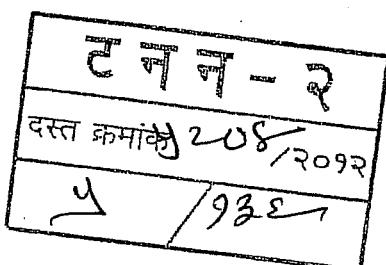
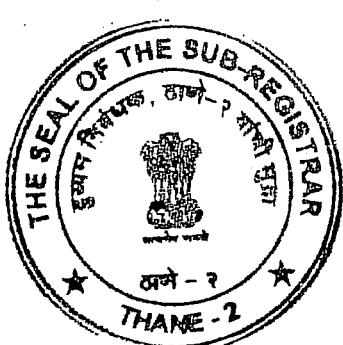
hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the OTHER PART:

PK

L R

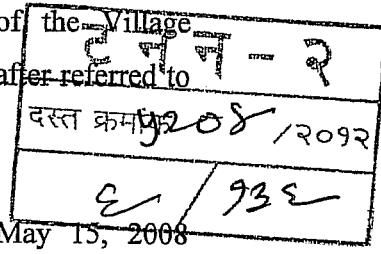
W H E R E A S:

- (a) By and under a Development Agreement dated March 31, 2006 and registered with the Sub Registrar of Assurances Thane – 5 under Serial No.TNN5–02095 of 2006 executed between Mr. Ashok Udaisingh Varma for self and as the manager of Rajasingh Girdhari Singh Varma, (HUF) a Joint and Undivided Hindu Family (therein referred to as the "**Original Owners**") of the First Part, Mr. Vijaysingh Rajasingh Varma for self and as the manager of Vijaysingh Rajasingh Varma (HUF) (therein referred to as "**Vijay Singh**") of the Second Part, Transcon Properties Private Limited (therein referred to as "**Transcon**"), of the Third Part, KMD Enterprise (therein referred to as "**KMD**"), of the Fourth Part, Manish Shah and others (therein referred to as "**Manish Shah**"), of the Fifth Part, Mrs. Vishinkumari Udaisingh Varma and others (therein referred to as the "**First Confirming Party**") of the Sixth Part, Smt. Mala Vijay Doshi and others (collectively referred to as the "**Second Confirming Party**") of the Seventh Part, M/s. United Leach Corporation (therein referred to as the "**Third Confirming Party**") of the Eighth Part, Mrs. Parvatibai Rajasingh Varma and others (therein referred to as the "**Fourth Confirming Party**") of the Ninth Part, Mrs. Seema Vijaysingh Varma and others (therein referred to as the "**Fifth Confirming Party**") of the Tenth Part AND the Developer (therein referred to as the Developer) of the Eleventh Part, the Developer became seized, possessed of and acquired the right to develop several plots of land situated at village Majiwade, Taluka & District - Thane (hereinafter referred to as the "**First Acquired Property**").

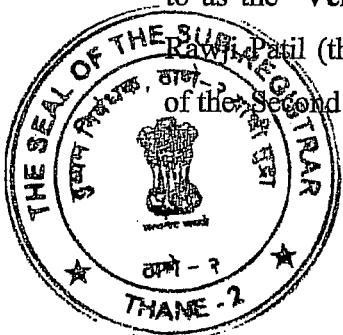


(b) By and under an Agreement for Sale dated December 21, 2006 executed between the Developer (therein called the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction and another (therein called the "Confirming Parties") of the Third Part and registered with the Sub Registrar of Assurances Thane – under Serial No.. TNN1- 00662 – 2007 the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 30/2 admeasuring 4000 sq. mtrs of the Village Majiwade, Taluka and District Thane ("hereinafter referred to as the "Second Acquired Property")

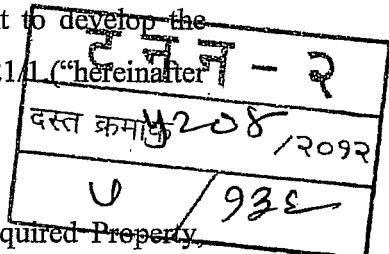
(c) By and under a Development Agreement dated May 15, 2008 executed between the Developer (therein called the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction (therein called the "Confirming Party") of the Third Part and registered with the Sub Registrar of Assurances Thane – under Serial No. TNN2 - 04546 – 2008, the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 30/3 admeasuring 4280 sq. meters of the Village Majiwade, Taluka and District Thane ("hereinafter referred to as the "Third Acquired Property").



(d) Further by a Conveyance Deed dated May 15, 2008 registered with Sub registrar of Assurance Thane bearing Serial No. TNN-2 – 04548 - 2008 dated executed between Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Vendors") of the First Part and Smt. Sakhubai Rawal Patil (therein referred to as the "Confirming Party") of the Second Part and the Developer ("therein called the



"Purchaser") of the Third Part, the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 327/1, 328/1, 328/2 total admeasuring 1490 sq. meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the **"Fourth Acquired Property"**).

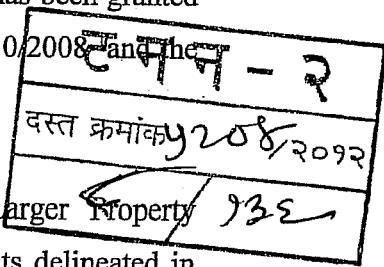
- (e) By and under an Agreement dated March 28, 2006 executed between Ashok Udaisingh Varma (therein referred to as the **"First Owner"**) of the First Part, the Developer (therein referred to as **"the First Developer"**) of the Second Part, Shri Kishore Babu Bhoir (therein referred to as **"the Second Owner"**) of the Third Part and Shri Mangal Prabhat Guzmanmal Lodha (therein referred to as the **"Second Developer"**) of the Fourth Part and registered with the Sub Registrar of Assurances, Thane vide serial no. TNN2-04134 OF 2006, the Developer exchanged development rights in respect of portions of plots bearing Survey Nos 12/1, 12/3, 12/4 totally admeasuring 1122.15 sq. meters. (**"Exchanged Property"**) for a portion of plot bearing Survey no. 21/1 admeasuring 1122.15 sq. meters and accordingly acquired the right to develop the portion of the said plot bearing Survey no. 21/1 ("hereinafter referred to as **"Fifth Acquired Property"**). 

- (f) The First Acquired Property, the Second Acquired Property, the Third Acquired Property, the Fourth Acquired Property and the Fifth Acquired Property less the Exchanged Property is hereinafter collectively referred to as the **"Larger Property"** and is described more particularly in the First Schedule hereunder written.

Sometime in the year 1979, the then owner of the First Acquired Property made an application to the Competent



Authority under the Urban Land Ceiling & Regulation Act, 1976 ("ULCRA") seeking approval of a scheme of development in respect of the First Acquired Property. The Competent Authority passed an order dated October 30, 1981 approving the scheme of development in respect of the Acquired Property. Subsequently, due to non compliance on part of the then owner the order dated October 31, 1981 was cancelled vide an order dated July 12, 1989 ("cancellation order"). An appeal was preferred against the cancellation order; however, the same was dismissed. Thereafter the owner made a fresh application under section 34 of the ULCRA. Sometime in the year 2007 and after the execution of the Development Agreement, the Competent Authority referred the matter to the Government of Maharashtra and pursuant to such referral the Government issued an order u/sec 34 in respect of the Acquired Property and imposed certain onerous conditions in relation thereto. Being aggrieved by the order of the Government, the Developer filed a writ petition bearing number 9364 of 2007 before the Hon'ble Bombay High Court wherein interim relief in favour of Developer has been granted by Court vide orders dated 19/12/2007 and 7/10/2008 and the same presently pending before the Court.

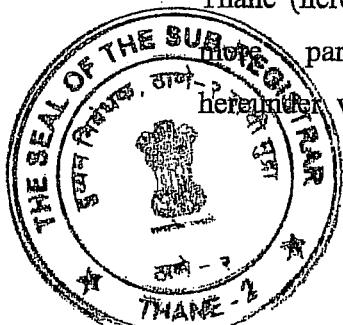


- (h) The Developer proposes to develop the Larger Property admeasuring 475,719.15 sq. mtrs or thereabouts delineated in yellow colour boundary line of the Plan annexed hereto and marked Annexure "[A]" in a phase wise manner as a township to be known as "Urbania Township Project" ("Special Township Project") under the Special Township Scheme formulated by the Central Government in 2004 and in accordance with the regulations pertaining to development of special townships in Thane notified by the Government of Maharashtra vide notification number TPS/1204/Thane



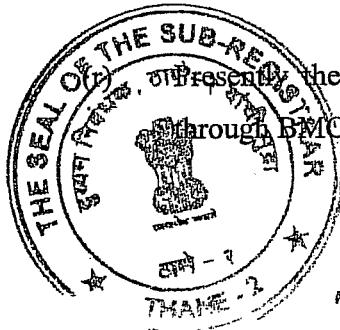
D.P. D.C.R/U.D-12 dated May 25, 2006 ("Special Township Regulations").

- (i) The Developer has, in accordance with the Township Regulations obtained the locational clearance in respect of the Special Township Project;
- (j) The Developer is desirous of developing the Special Township Project as an integrated township and it is contemplated that the same shall comprise of :
 - Residential utilization
 - Commercial utilization
 - Other Amenity spaces
- (k) Certain portions of the Larger Property are reserved /earmarked under the Development Plan of City of Thane for D P. Roads, town centers, schools etc. The aforesaid reservations are hereinafter collectively referred to as "**the Larger Property DP Reservations**"
- (l) Pending receipt of the final layout approval as required under the Special Township Regulations, the Developer has, on the basis of the FSI available as on date, prepared and submitted plans for four buildings (hereinafter individually referred to as "**Wing A, Wing B, Wing C and Wing D**" and collectively referred to as *the "Buildings"*) to be constructed by the Developer on a portion of the Larger Property admeasuring 17,440 sq. meters. and thereabout in the aggregate and bearing Survey Nos. 12/1 (pt), 12/2, 12/3(pt) and 12/4(pt), 13/1 to 3, 84/1 of village Majiwade, Taluka & District - Thane (hereinafter referred to as "**the Property**") and particularly described in the Second Schedule heretounder written.



ट न न - २
दस्त त्रिमाही २०८४/२०९२
e / ७३४

- (m) The buildings comprising Wing A, Wing B, Wing C and Wing D shall be known as "ATHENA". The part layout and building plan/s in respect of Athena duly approved by TMC is annexed and marked herewith as *Annexure "[B]"* ("Existing Athena Plans").
- R*
- (n) The subject matter of this Agreement is Wing "B" ("the Building") comprising of ground plus several upper floors to be constructed on the Property and is shown as marked on the Plan annexed hereto and marked as Annexure [B];
- A*
- (o) Certain portions of the Property are reserved / earmarked under the Development Plan of City of Thane for a D P. Roads, town centre and a pipeline. The aforesaid reservations are hereinafter collectively referred to as "**Athena DP Reservations**".
- (p) It is clarified that under the Special Township Project, the Developer will be entitled, in accordance with the provisions of the Township Regulations, to re-locate the Larger Property DP Reservations and the Athena DP Reservations to any part of the Property or the Larger Property.
- Larger Property - 2
Property DP Reservations 208/2092
90 / 932*
- (q) In anticipation of the Additional FSI which may be generated under the Special Township Project, the Developer has prepared revised development plans for Athena, under which all four wings of Athena, i.e., Wing A, Wing B, Wing C and Wing D shall tentatively comprise of stilt plus podium plus at least 27 upper floors. The revised plans are annexed and marked herewith as *Annexure "[C]"* ("Proposed Athena Plans").

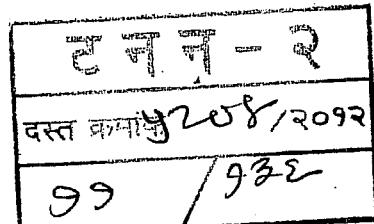
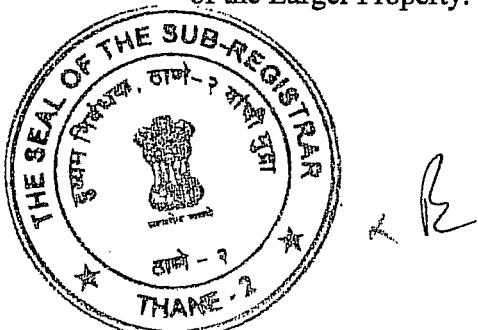


Presently the access to the Property is from the highway through BMC pipeline. If the D.P. road is constructed, the

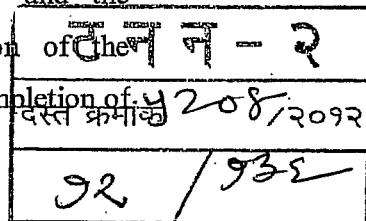
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access to the Property will be from newly constructed road as per the TMC norms.

- (s) As per the existing plans, Athena will have its own exclusive Common areas and amenities.
- (t) The layout, scheme of development of the Property and/or the Larger Property, the location and dimension of parking spaces, plans, and specifications are tentative and may vary. The Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property, layout, plans and specifications of the units and premises in Athena, relocating/realignment of the water, power, sewage, telephone, gas and other service and utility connections and lines, overheads/underground tanks, pumps, open spaces, parking spaces, club house, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to Athena as the Developer may deem fit in its sole and unfettered discretion or if the same is required by the TMC or other concerned authority;
- (u) The Title of the Property is certified by Kantilal Underkat & Co., Advocates & Solicitors as per their Certificate of Title dated 19.07.08 a copy whereof is annexed hereto and marked as *Annexure- "[D]"*;
- (v) The Developer has a sanctioned limit of Rs. 49,00,00,000/- (Rupees Forty Nine Crores only) from State Bank of India, Bandra Kurla Complex Branch for construction and development on the Property by creating a mortgage in respect of the Larger Property.



- (w) The Copies of the 7/12 extracts issued by the revenue authorities in respect of the Property is annexed hereto and marked as *Annexure "[E]"*;
- (x) A copy of the last Works Commencement Certificate ("CC") V.P. No.SO5/0022/10 TMC/TDD/0365/11 in respect of Building issued by TMC on 31/3/2011 is annexed hereto and marked as *Annexure "[F]"*;
- (y) The Ministry of Environment and Forest has, vide its letter dated July 6, 2009 addressed to the Developer, granted the necessary environmental clearance for development work proposed to be carried on in a portion of the Larger Property;
- (z) The Developer has appointed M/s Hafeez Contractor, as the Consulting Architects and M/s Archetype Consultants (I) Pvt. Ltd., as the TMC Architects and M/s Mahimtura Consultant Pvt. Ltd., as Structural Consultants for the preparation of the structural designs and drawings of the buildings to be constructed on the Property and the Developer accepts the professional supervision of the architects and the Structural Engineers till the completion of the buildings to be constructed on the Property.



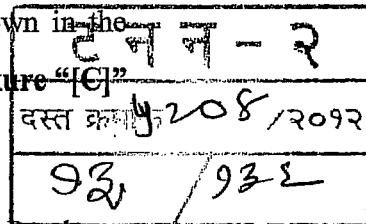
- (aa) While sanctioning the Existing Plans, the TMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the buildings shall be granted by TMC;



The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents relating to the title of the Property, the approved

plans, specifications prepared by the Developer's Architects and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (the "Act") and the rules made there under and the Purchaser is fully satisfied with the title respect of the Property;

- (cc) The copy of the approved plans in respect of the premises agreed to be purchased by the Purchaser has been annexed hereto and marked as *Annexure "[B]"*. A copy of the locational layout of the Property is annexed hereto and marked *Annexure "[C]"*, wherein the location of the buildings and the common areas and amenities are provisional and subject to change, if required by the Developer or by TMC;
- (dd) The Purchaser applied to the Developer for allotment to the Purchaser of Flat No. 2703 on the 27th floor of the Building of carpet area admeasuring 78.87 sq. meters equivalent to 849.00 square feet (carpet area) as shown in the floor plan thereof hereto annexed and marked as *Annexure "[G]"* ("the Premises") and allotment of 1.00 car parking space in Podium No G-70 as shown in the plan thereof hereto annexed and marked as *Annexure "[E]"* (the "Car Park");
- (ee) The Developer has agreed to sell and allot to the Purchaser the Premises on ownership basis and the Purchaser agrees to purchase the same for the total consideration of Rs.4,325,110.00 (Rupees Forty Three Lakh Twenty Five Thousand One Hundred and Ten Only) and on the terms and conditions as hereinafter appearing;



- (ff) Under Section 4 of the Act, the Developer is required to execute a written Ownership Agreement of the Premises with the Purchaser, being in fact these presents and also to get the same registered under the Registration Act, 1908;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

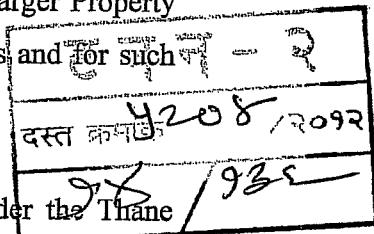
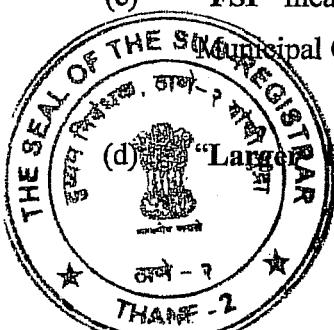
1. In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

(a) "**Additional FSI**" means the additional Floor Space Index for the Developer's use on the Property which will/ may be granted by TMC, as per the Special Township Regulations on the Developer complying with the provisions of the Special Township Regulations and includes any other benefits that may be availed by the Developer from the Government of Maharashtra from time to time.

(b) "**Apex Body**" means a single apex organization comprising of the various societies organizations corporate bodies in respect the buildings, that may be developed on the Larger Property including the Organization referred to herein, formed by the Developer, for the purpose of proper management, maintenance, regulation and control of all the Larger Property Infrastructure, Common Amenities and Facilities and for such other purposes as the Developer may decide;

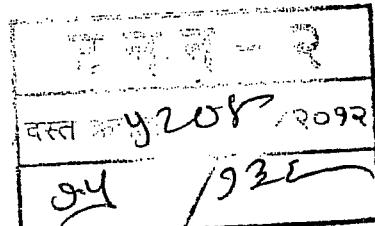
(c) "**FSI**" means Floor Space Index as defined under the Thane Municipal Corporation Development Control Regulations;

(d) "**Larger Property**" shall mean the Larger Property as



defined in the recitals and shall also mean and include additional properties that may be acquired/developed by the Developer and forming part of the Special Township Project.

- (e) "**Larger Property Infrastructure, Common Amenities and Facilities**" means the common infrastructure, amenities and facilities to be developed by the Developer in a phased wise manner for the benefit of and utilization by the occupants of the proposed township;
- (f) "**MAO Act**" means the Maharashtra Apartment Ownership Act, 1970 and the rules framed thereunder;
- (g) "**Organization**" means either the society that may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 or Association of Apartment owners that may be formed under the provisions of the MAO in respect of the Property and the Buildings in accordance with the provisions of Clause 10 herein;
- (h) "**Property**" means the portion of the Larger Property described in the Second Schedule annexed hereto and marked Annexure "[B]."
- (i) "**Special Township Project**" means a township project proposed to be developed by the Developer under the Special Township Scheme formulated by the Central Government in 2004 and the regulations pertaining to development of special townships in Thane notified by the Government of Maharashtra vide notification number TPS/1204/Thane D.P.



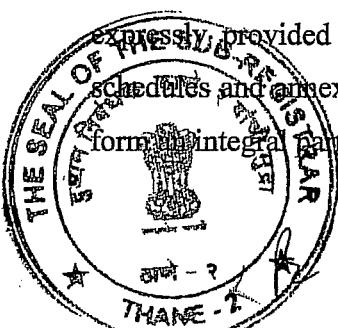
- (j) "**The Athena DP Reservations**" means the reservations to which the Property is subject under the Development Plan of City of Thane;
- (k) "**the Car Park**" means 1.00 car parking space in Podium No G-70 as shown in the plan thereof hereto annexed and marked as Annexure "[C]" (the "Car Park");
- (l) "**the Building**" means Wing "B" of Athena to be constructed on a part of the Property;
- (m) "**the Premises**" means Flat No. 2703 on 27th floor of the Building of carpet area admeasuring 78.87 sq. meters equivalent to 849.00 square feet (carpet area) as shown in the floor plan hereto annexed and marked as Annexure "[G]".
- (n) "**the Proposed Athena Plans**" means plans prepared by the Developer for 4 buildings i.e. Wing A, Wing B, Wing C and Wing D (each comprising of stilt plus podium plus atleast 27 upper floors) to be constructed by the Developer on the Property, annexed and marked herewith as Annexure "[C]".
- (o) "**TMC**" means the Thane Municipal Corporation
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- (p) "**the Existing Athena Plans**" means the plans prepared and approved for 4 Buildings i.e. Wing A, Wing B, Wing C, and Wing D (comprising of stilt plus podium plus several upper floor) to be constructed by the Developer on the Property, annexed and marked herewith as Annexure "[C]";



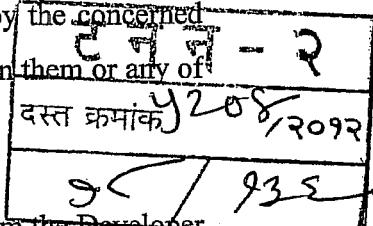
Unless the context otherwise requires:

- (a) any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa;
- (b) the expression "month" and "year" shall be to the calendar month and calendar year;
- (c) any reference to an enactment, regulation, rules or any instrument (including any specific section, clause or article therein) shall be to the same as amended or replaced, as the case may be;
- (d) reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day;
- (e) References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not;
- (f) The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof;
- (g) Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto;
- (h) References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

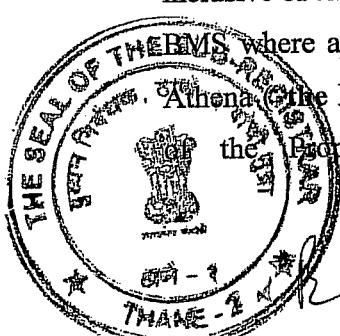
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3. The Developer shall construct at least four buildings on the Property, namely, Wing A , Wing B, Wing C, and Wing D comprising of stilt, podium plus at least 24 upper floors forming part of the complex known as "ATHENA" in accordance with the Existing Athena Plans. Once the layout under the Special Township Project is approved, the Developer shall construct additional floors on the buildings forming part of Athena and the Developer will avail the use of floating F.S.I. which will finally comprise of at least 27 upper floors for each wing as per the Proposed Athena Plans to be approved by the TMC in a phase wise manner as set out herein. Both the Existing Athena Plans as well as the Proposed Athena Plans have been seen and approved by the Purchaser and are annexed hereto with only such variations and modifications as are set out herein or that the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. The Purchaser doth hereby give his express consent to the Proposed Athena Plans and to such modification as may be required to be made to the Proposed Athena Plans and Existing Plans as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.



4.(i) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser the Premises being Flat No. 2703 admeasuring 78.87 sq. meters equivalent to 849.00 square feet carpet area (which is inclusive of the area of balconies & gratuitous areas of AHU, THE EVM'S where applicable) on the 27th floor in Wing "B" of Athena ("the Building") to be constructed on a part of the Property ("the Premises") for the price of



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Rs. 4,325,110.00 (Rupees Forty Three Lakh Twenty Five Thousand One Hundred and Ten Only) including the proportionate price of the "Common areas and facilities" appurtenant to the Premises, the nature, extent and common areas and facilities which are more particularly described in the "**Third Schedule**" hereunder written. The Developer also agrees to allot to the Purchaser 1.00 car parking space in Podium No G-70 shown in the plan thereof hereto annexed and marked as Annexure "[C]" ("the Car Park");

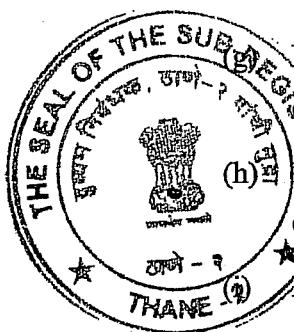
(ii) The Purchaser has paid to the Developer a sum of Rs.1,800,000.00 (Rupees Eighteen Lakh only) on or before the execution of this Agreement and agrees to pay the balance sum of Rs 2,525,110.00 (Rupees Twenty Five Lakh Twenty Five Thousand One Hundred and Ten only) in the following manner:

- (a) Rs. - on or before the execution of this Agreement by way of earnest money;
- (b) Rs. - on completion of the plinth of the said building;
- (c) Rs. - on or before completion of Podium of the said building;
- (d) Rs.33,800.00 on or before casting of slab no. 4/208 /2092 of the said building;
- (e) Rs.203,756.00 on or before casting of 4th slab of the said building;
- (f) Rs.203,756.00 on or before casting of 7th slab of the said building;

Rs.203,756.00 on or before casting of 10th slab of the said building;

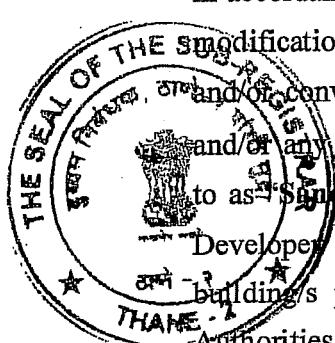
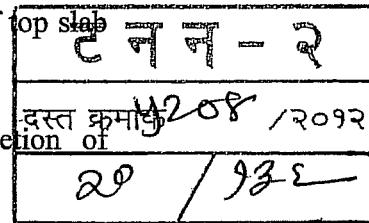
(h) Rs.203,756.00 on or before casting of 13th slab of the said building;

Rs.203,756.00 on or before casting of 16th slab of the said building;



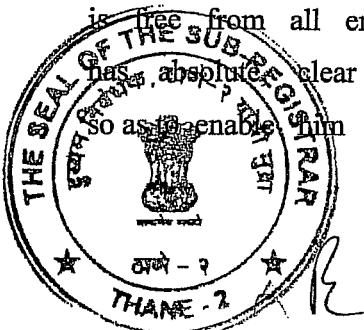
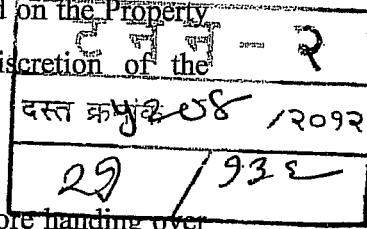
- (j) Rs.203,756.00 on or before casting of 19th slab of the said building;
 - (k) Rs.203,756.00 on or before casting of 22nd slab of the said building;
 - (l) Rs.203,756.00 on or before casting of 25th slab of the said building;
 - (m) Rs.203,756.00 on or before casting of top slab of the said building;
 - (n) Rs.203,756.00 on or before completion of Windows and door frame;
 - (o) Rs.453,750.00 on completion of the building and before or immediately on offering of possession of the said premises;
- (iii) The aforesaid payments shall be made by the Purchaser in favour of "Kapstone Constructions Pvt Ltd" ATHENA ESCROW A/C NO: 123805000166 within 10 days of notice in writing by the Developer to be given as hereinafter mentioned as the captioned project is mortgaged with ICICI BANK LTD.
- (iv) Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer an interest at the rate of 2% per month on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer until the date such outstanding amount is received by the Developer.

- 5.(i) The Developer has commenced construction of the Building in accordance with plans and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required by the TMC and/or any other concerned authority/s (hereinafter referred to as "Sanctioning Authorities") to be made by them. The Developer shall be entitled to make such changes in the building's plans as may be required by the Sanctioning Authorities and as the Developer may from time to time determine and as may be approved by the Sanctioning



Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Developer carrying out construction as per the Proposed Athena Plans and such changes in the building/s plans as may be necessary for the effective fulfillment of the same.

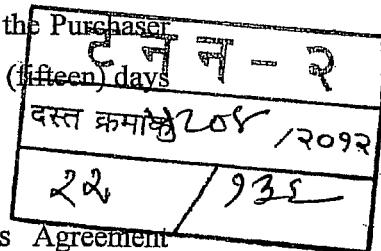
- (ii) The Developer agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Premises.
- (iii) The Developer declares that at present the built-up area available is 14599.18 sq. mtrs on the Property. Pursuant to approval of the layout under the Special Township Project the additional / balance built-up area shall be used on the Property and/or the Larger Property at the full discretion of the Developer subject to relevant laws.
- (iv) The Developer hereby agrees that it shall, before handing over possession of the Premises to the Purchaser and in any event before execution of the lease of the relevant portion of the land/ building in favour of the Organization to be formed by the purchasers of premises in the Buildings to be constructed on the Property make full and true disclosure of the nature of its title to the land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the land, and shall as far as practicable, ensure that the land is free from all encumbrances and that the Developer has absolute clear and marketable title to the land so as to enable him to demise to the Organization such



absolute, clear and marketable title on the execution of the lease of the land/building by the Developer in favour of the Organization.

6.(i) On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Developer under this Agreement (including the Purchaser's proportionate share of taxes levied by the TMC and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.

(ii) Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer have given to the Purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a 15 (fifteen) days after giving of such notice;



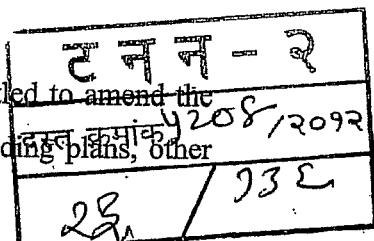
(iii) Provided further that upon termination of this Agreement as aforesaid, the amount of 5% of the total consideration of the Premises will stand ipso facto forfeited without any reference or recourse to the Purchaser and the Developer shall refund to the Purchaser the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser to the Developer within 6 months of the date of termination of this Agreement by the Developer but the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination



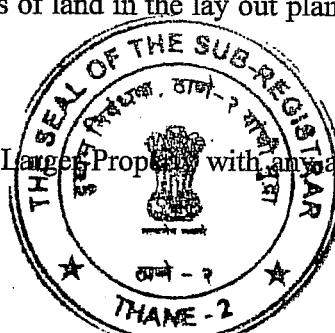
of this Agreement and upon offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developer, (whether acceptable and realized by the Purchaser or not) the Developer shall be at liberty to dispose of and sell the Premises to such person and at such price as the Developer may in its absolute discretion think fit and proper. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer or against the Premises.

7. The Developer will provide the fixtures, fittings and amenities in the Building and the Premises as set out in Annexure "[H]" annexed hereto.
8. (i) It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises agreed to be sold by the Developer to the Purchaser and all other premises shall be the sole property of the Developer and the Developer shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

- (ii) The Developer shall be at liberty and be entitled to amend the lay-out plan of the Larger Property, the building plans, other approvals for, including but not limited to,



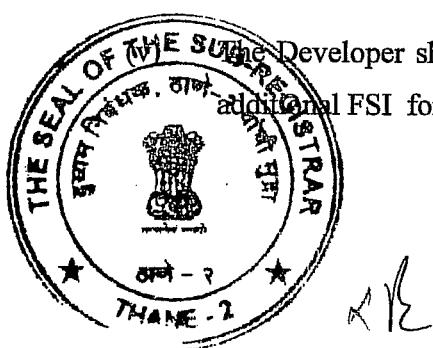
- (a) Acquisition of additional plots of land from any person or persons including the Government or Maharashtra and inclusion of such plots of land in the lay out plan of the Larger Property;
- (b) Amalgamation of the Larger Property with any adjoining plots of land; and



- (c) Amalgamation of the Property with any adjoining plots of land and the Purchaser and/or the Organization and/or the Apex Body shall not have any objection to the aforesaid and the Purchaser does hereby grant his irrevocable consent to the Developer to carry out the necessary acts, deeds, matters and things.

- (iii) The Purchaser hereby grants his irrevocable authority, permission and consent to the Developer that the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the buildings constructed on the Property, including the terraces, basement, parking spaces, open spaces, garden area and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developer.

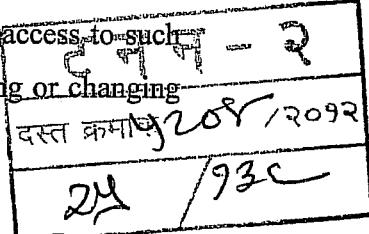
- (iv) If the FSI, by whatever name or form is increased (a) in respect of the Property and/or additional construction (i.e. more than what is envisaged under the Proposed Athena Plans) is possible on the Property (b) on account of TDR (or in any other similar form/manner) available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing, then in such event, the Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (1) (i) (ii) of the Act.



The Developer shall always have a right to get the benefit of additional FSI for construction from Sanctioning Authorities

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and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions structures and storeys will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Premises to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the Property or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the Building as the case may be and the Purchaser agrees not to object or dispute the same. Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer. The Developer shall be entitled to install its logo in one or more places in or upon the Building and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

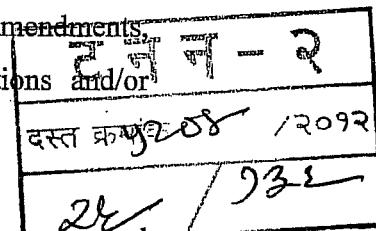


- (vi) The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the Property in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect to the development of the



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(vii) The Purchaser agrees and gives his irrevocable consent to the Developer for carrying out the amendments, alterations, modifications and/or variations to the phase wise scheme of development in respect of the Property and/or to the further building/s plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). It is hereby clarified that in the event the DP Reservations are removed or its location is changed by TMC, then the *Developer* shall be entitled to develop the area previously demarcated as a DP Reservation and for this purpose will be entitled to amend, alter, modify or vary the scheme of development in respect of the Property and the Purchaser shall not object to the same. The Developer shall also be entitled to amalgamate the Property and/or the Larger Property with any other plot or plots or apply for sub-dividing the Property or the Larger Property, as the case may be. The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Developer for carrying out amendments, alterations, modifications, variations, amalgamations and/or sub-divisions as aforesaid.



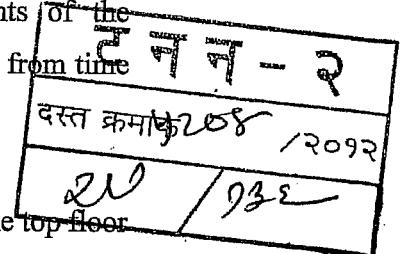
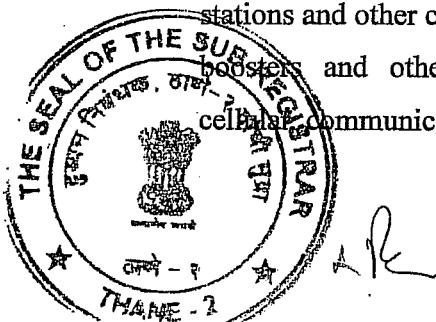
(viii) The location of the Building and the common areas and amenities, including the recreation ground as shown in the sales brochures or locational layout for the Property, is a provisional one. As part of development of the Property, the Developer is entitled and hereby irrevocably authorized by the Purchaser to alter/modify the layout of the Property, including altering, modifying, relocating and reshaping the recreation ground and the common areas and amenities shown in the presently approved layout or in brochures of sales promotion etc. The Developer shall be authorized to



construct any building or structure in area currently designated as RG on the layout by relocating it or varying its size. The Purchaser hereby irrevocably authorize and give permission in favour of the Developer to modify, relocate, reshape, or vary the recreation ground or the common areas and amenities or to put up any construction on such recreation ground after obtaining the requisite approvals from the appropriate authority under D.C Regulations as may be applicable.

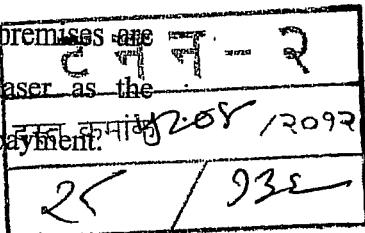
- (ix) The Developer shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Developer deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Developer mentioned above as well as the rights of the Developer to revise and modify the Building/s plans from time to time.

- (x) The Purchaser is fully aware that the terrace above the top floor of the Building and any other terrace shall exclusively and absolutely belong to the Developer and/or its nominees or assigns and over which none of the purchaser of the premises in the buildings shall have any right, title, interest or share. The Developer shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the said terrace as it deem fit and proper. The Developer shall also have the right to erect and install on the terrace or any designated space elsewhere in the Property, cellular telecommunication relay stations and other communication relaying stations, antennae, boosters and other equipments for facilitating relay of cellular communication, satellite communications and other



communications and relays of any and all means and devices and to commercially exploit the same either by itself or through persons to whom the Developer may give the rights for their own benefit. The aforesaid terrace shall always be deemed to be excluded from the common areas and facilities and this restriction shall be specifically incorporated in the transfer documents in favour of the Organization.

- (xi) In the event the Organization being formed and registered before the sale and disposal by the Developer of all the premises in the Building, the power and authority of the Organization so formed or that of the Purchaser and the purchasers of other premises in the Building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the Building/s, the construction and completion thereof and all the amenities pertaining to the same and in particular Developer shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Developer shall be liable to pay only the municipal taxes at actuals in respect of the unsold premises. In case the Organization is formed before the disposal by the Developer of all the premises then the Developer shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Organization shall admit such Purchaser as the member/s without charging any premium or extra payment.

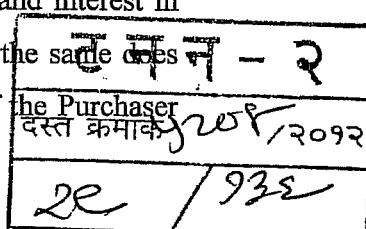


- (xii) Till the entire development of the Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common



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facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard.

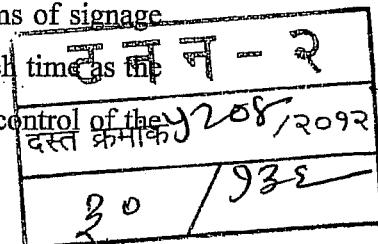
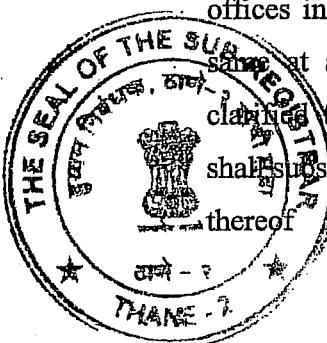
- (xiii) The Purchaser is aware that the Developer (either itself or through its affiliates or in joint venture with any parties) will be developing the Property in a phase wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deem fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the Property, to such affiliates, co-developer or the joint venture, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Property right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Property in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consent/s to the same.
- (xiv) The Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property and/or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser

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- (xv) The Developer shall be entitled to make variations in the layout, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection,



facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Developer deems fit.

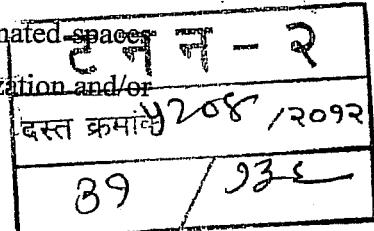
- (xvi) In the event of the Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges etc. payable to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Developer in proportion to the carpet area wherever applicable of the Premises or otherwise as may be determined by the Developer. Non payment of the same shall constitute a breach of this Agreement.
- (xvii) Developer *proposes to develop* the Larger Property into a *special township*. *Accordingly*, the Developer shall have the exclusive right to control all public space advertising and all promotional signage, hoarding, and all other forms of signage whatsoever within the proposed township, till such time as the TMC exercises management, administration and control of the proposed township/ *infrastructure facilities*.
- (xviii) The Developer shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the proposed township and to apply the net revenues generated there from towards costs incurred by the Developer in undertaking its diverse obligations under the Special Township Project.

- (xix) The Developer shall be entitled to construct temporary site offices in the Property and shall have the right to access the same at any time without any restriction whatsoever. It is clarified that the Developer's right to access the site offices shall subsist irrespective of whether the Property or any portion thereof is conveyed/ leased to the Organization or the

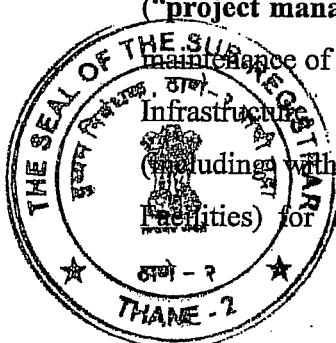


Apex Body and shall continue until the entire Larger Property is developed either under the Special Township Project or otherwise. The Developer shall also be entitled to set up labour camps in the Property for the purposes of the proposed development to be carried on in the Larger Property.

- (xx) The Developer shall have the right to designate and allot any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the members and occupants of Athena and/or the buildings/premises that may be developed in the Larger Property. The Developer shall also be entitled to designate/allot/lease any space in the Property to the Maharashtra State Electricity Department (MSED) for the purpose of installing power sub-stations with a view to service the electricity requirement in the Larger Property. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Purchaser shall have no objections regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the Property is transferred to the Organization and/or the Apex Body.

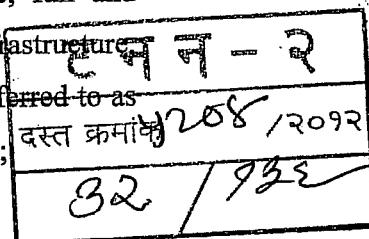


- (xxi) Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate or appoint any person ("project management agency") to manage the operation and maintenance of the buildings, premises and the Larger Property Infrastructure, Common Amenities and Facilities, (including without limitation the Common Areas and Facilities) for a period of at least three (3) years after the



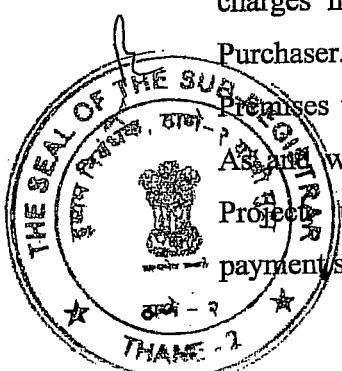
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entire Larger Property is developed (as determined by the Developer) either under the Special Township Project or otherwise and if the Organization/Apex Body approves, for any subsequent periods. The Developer shall have the authority and discretion to negotiate with such project management agency and to enter unto and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Developer may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the Larger Property Infrastructure, Common Amenities and Facilities (hereinafter referred to as the "Infrastructure Maintenance Agreements");



- (xxii) In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Building, the Common Areas and Facilities and other common areas and facilities within the Larger Property.

9. (i) The possession of the Premises shall be delivered to the Purchaser after the Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser. The Developer expects to give possession of the Premises to the Purchaser on or before 30/06/2012. After and when the plans get approved under the Township Project, the Developer will communicate the revised payment schedule to the Purchaser.

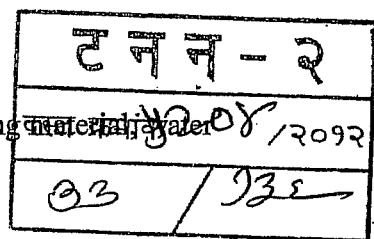
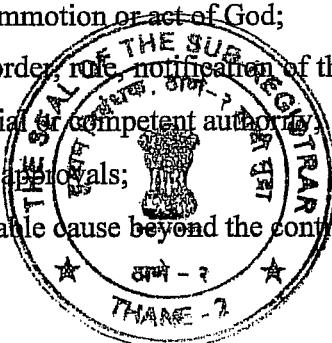


- (ii) If the Developer fails or neglects to give possession of the Premises to the Purchaser on the above referred date (subject to force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Developer terminating this Agreement, in which event the Developer shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developer from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at the rate of 9% per annum from the date of receipt till repayment. The Developer shall also pay liquidated damages of Rs.30000/- (Rupees Thirty Thousand only) in respect of such termination and neither party shall have any further claim against the other in respect of the Premises or arising out of this agreement and the Developer shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit.

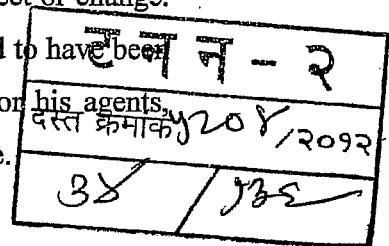
(iii) Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the Building/s is delayed on account of:

 - (a) force majeure
 - (b) non-availability of steel, cement, other building material, water or electric supply;
 - (c) war, civil commotion or act of God;
 - (d) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
 - (e) delay in any approvals;
 - (f) other reasonable cause beyond the control of the Developer;

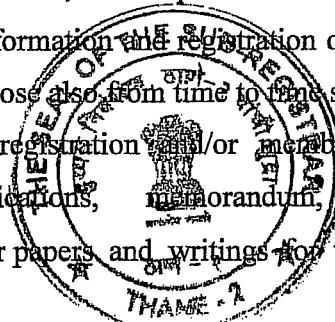
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- (iv) The Purchaser agrees that the return of the payment and the damages mentioned in Clause 9.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- (v) The Purchaser shall take possession of the Premises within 7 days of the Developer giving written notice to Purchaser intimating that the Premises is ready for use and occupation Provided that if within a period of three years from the date of handing over the Flat to the Purchaser, the Purchaser bring to the notice of the Developer any defect in the Flat or the building in which the Flats are situated or the material used therein or any unauthorized change in the construction of the Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect or change. Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then the Developer shall not be liable for the same.



- 10.(i) On completion of the development of the Property the Organization shall be formed in respect of the Building and other *buildings that may* be constructed on the Property. The Purchaser, and the purchasers of the other premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and

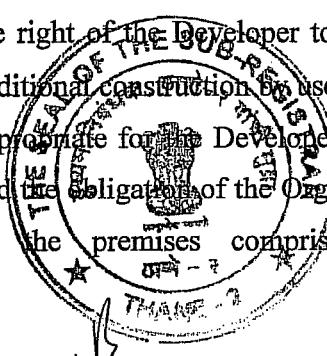


registration of the Organization including bye-laws of the Organization and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Organization of the premises purchasers under Section 10 of the Act within the time limit prescribed under Rule 8 of the Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- (ii) It is agreed and understood by the Parties that the Developer may, in its sole discretion form and register an apex organization (hereinafter referred to as the "Apex Body") comprising of the various organizations/corporate bodies formed in respect the buildings, units, premises and parking spaces that may be developed on the Larger Property including the Organization referred to herein above for the purpose of proper management, maintenance, regulation and control of the Larger Property Infrastructure and Common Amenities and Facilities and for such other purposes as the Developer may decide.
- (iii) A lease deed to be executed in favour of the Society or Declaration to be submitted under the MAO Act or other documents in favour of the Organization and/or the Apex Body, shall inter alia contain the following:

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- (a) the right of the Developer to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Developer the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the premises comprised in the new construction

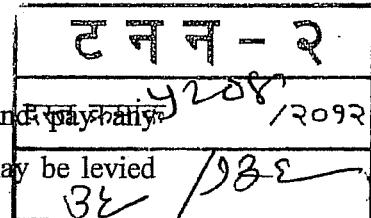


as its member without charging any additional amount; the right of the Developer of full and complete access on the Property for the aforesaid purpose; the confirmation of the allocation of the car parking spaces by the Developer; the right of the Developer to allocate the balance car parking spaces; the right of the Developer to deal with the terrace on top of the Building and all other terraces in the Building;

- (b) The obligation of the Organization to pay the share of taxes in respect of all taxes assessment, dues, ceases and outgoings, in respect of the Building and/or the Property and/or any portion thereof,

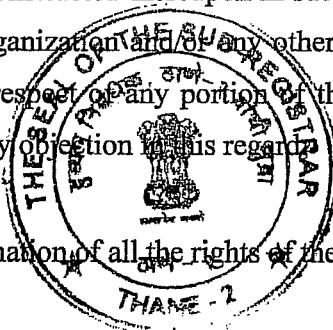
- (c) The Obligation of the Organization to bear and pay the nominal lease rent as stipulated in the Lease,

- (d) The Obligation of the Organization to bear and pay the contribution of costs, charges and expenses as may be levied by the Developer or the Apex Body,



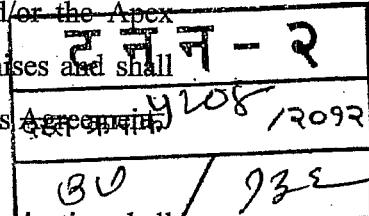
- (e) Declaration and undertaking by the Organization that the Organization shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit the same on the Property and/or the Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Organization and/or any other organization or society formed in respect of any portion of the Larger Property shall not have any objection to this regard.

- (f) The confirmation of all the rights of the Developer under this

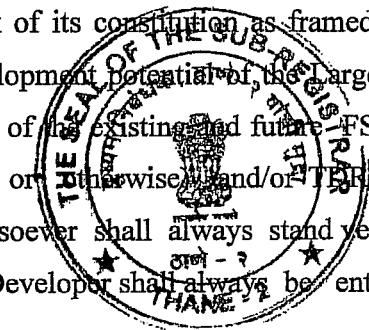


Agreement; the confirmation and acceptance of all the obligations of the Purchaser under this Agreement. The Obligation of the Organization to become a member of the Apex Body as and when formed along with other societies and organizations for the purpose of repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities.

- (iv) The Purchaser shall observe and perform all the rules and regulations and bye-laws of the said Organization and/or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the premises therein and for the performance and observance of Building Rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organization and/or the Apex Body regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this



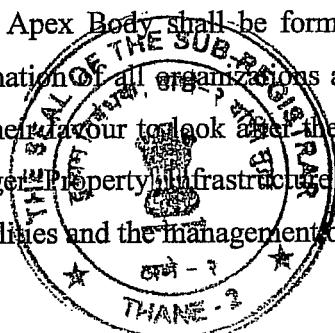
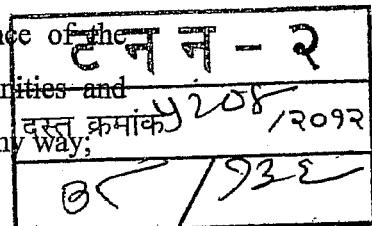
- (v) It is clarified that the Apex Body and/or the Organization shall not deal with any matters relating to the development of the Larger Property or any part thereof or the transfer or the sale or utilization of any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Organization shall strictly function within the frame work of its constitution as framed by the Developer. All the development potential of the Larger Property including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit



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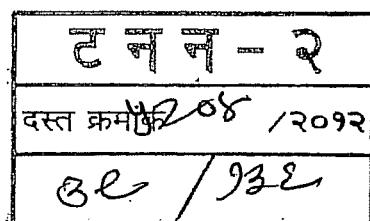
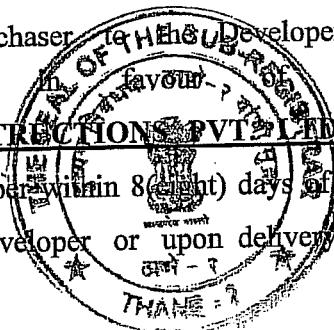
the same on the Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit;

- (vi) The Purchaser shall not raise any objection and/or claim any compensation if the Property or the portion of the Property to be leased in favour of the Organization is less or more than the area shown in the **Second Schedule** hereunder written. Notwithstanding anything contained herein to the contrary in these presents the Developer may execute a single Lease of one or more portions of the Larger Property as the Developer may think fit and advisable in their absolute discretion;
- (vii) The Organization shall immediately on the formation provide a specific written undertaking to the Developer in terms of a format prepared by the Developer's Advocates and Solicitors that the Organization will along with other societies and organizations join the Apex Body as members thereof for the purpose of execution of a single deed of conveyance in favour of the Apex Body of the reversionary rights in respect of the Larger Property and subject to the Apex Body's written undertaking to the Developer that the Apex Body shall take over the balance Corpus Fund and utilize the same and/or the interest thereon towards the repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities and shall not hold the Developer liable in any way,
- (viii) The Apex Body shall be formed by the Developer after the formation of all organizations and the execution of all Leases in their favour to look after the repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities and the management of the Corpus Fund.



(11) (i) It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the Third Schedule hereunder written. It is hereby agreed that the Developer has the exclusive right of allotment of different areas, parking spaces, garden area, basement, terraces, open spaces or otherwise and other spaces within the Property to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the "**Fourth Schedule**" hereunder written and alienate and dispose off the same in such manner as the Developer think fit and proper.

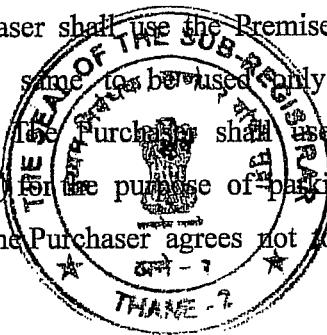
(ii) The Developer has informed the Purchaser that a club house will be constructed on the Property and the same will be equipped with various amenities and facilities for the use of all members of the Organization in accordance with the rules and regulations of the club house. The Purchaser/s of the premises and shops in the Buildings shall be inducted/admitted as members of the club upon payment of the sum of Rs.32,250.00/- (Rupees Thirty Two Thousand Two Hundred and Fifty Only) to the Developer as and by way of a one-time non-refundable subscription fee and not as a deposit. The subscription fee shall be paid by the Purchaser ^{to the} Developer by cheque drawn ^{in favour of} M/S. KAPSTONE CONSTRUCTIONS PVT LTD. and delivered to the Developer within 8 (eight) days of the demand letter by the Developer or upon delivery of



possession, whichever being earlier. The Developer shall issue an appropriate receipt and a letter entitling the Purchaser concerned, to the membership of the club in accordance with and subject always to the Bye-Laws, Rules and Regulations of the club as may be made by the Developer. The Developer alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc.

12. The project shall deemed to be completed upon the development of the Larger Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the Larger Property in accordance with any scheme introduced by the government or any other statutory bodies/authorities and on completion of the Larger Property Infrastructure and Common Areas and Facilities including the Larger Property Reservations and the Athena Reservations by construction of all Buildings thereon and completion of the Larger Property Infrastructure and Common Amenities and Facilities and the sale of Buildings or built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the Agreements to Sell and / or let-out made with purchasers and/or lessees, licensees, etc. and formation of all organizations and execution of (a) Leases in favour of the organizations and (b) Conveyance in favour of the Apex Body.

- 13.(i) The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of **Residence**. The Purchaser shall use the car parking space (if allotted) for the purpose of parking the Purchaser's vehicle. The Purchaser agrees not to change the user of the



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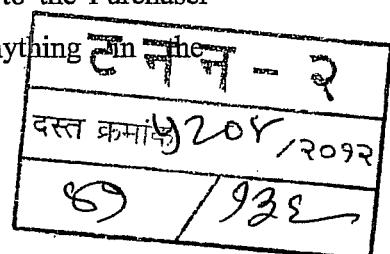
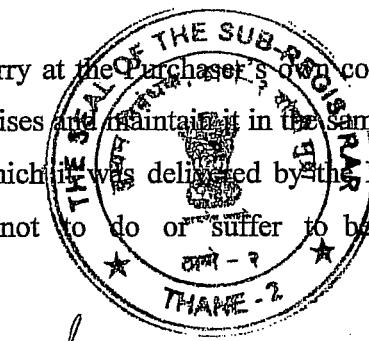
Premises without prior consent in writing of the Developer and any unauthorized change of user by the Purchaser shall render this Agreement voidable at the option of the Developer and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

- (ii) The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Developer as follows: -

to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Premises or part thereof;

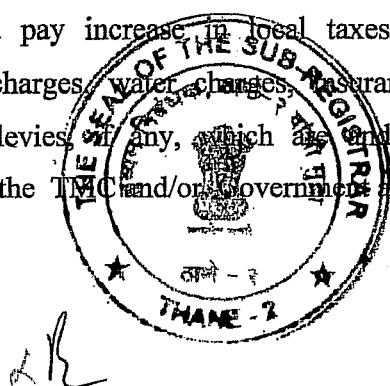
- (a) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

- (b) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the



Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority;

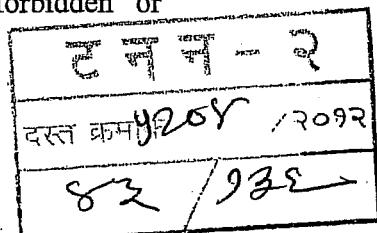
- (c) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural designs in the Premises;
- (d) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Building/s or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (e) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the Building;
- (f) pay to the Developer within 7 days of demand by the Developer, his/her share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building;
- (g) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the TMC and/or Government and/or other public



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authority on account of change of user of the Premises or otherwise;

- (h) to bear and pay all service tax, works contract tax, VAT etc and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Premises by the TMC and/or State/Central/Government and/or Public Authority from time to time;
- (i) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf;
- (j) till the Management of the Building is handed over to the Organization and/or the Apex Body, to allow the Developer, its surveyors and agents at all reasonable time to enter into or upon the Property to view and examine the state and condition thereof;
- (k) not to change the external colour scheme or the pattern of the colour of the Building; not to change exterior elevation or the outlay of the Building; not to fix any grill to the Building or windows except in accordance with the design approved by the Developer;
- (l) Purchaser shall not do or suffer to be done anything on the Property or the Building which would be forbidden or

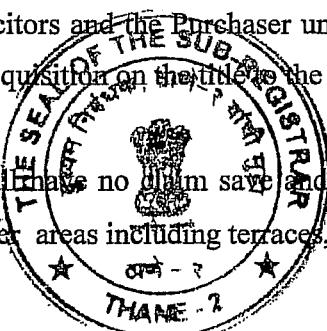
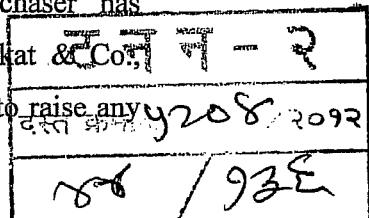


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prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf;

These covenants shall be binding and operative even after the formation of the Organization.

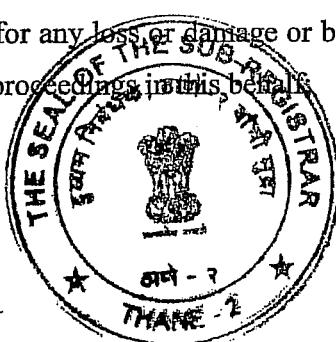
- (iii) The Purchaser hereby agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the Property as per any of the plans annexed hereto. The Developer shall be entitled to modify, amend, alter, change the lay out of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new Wing/structure—either independent or by way of extension or in continuation or attached to the Building under construction in the layout with or without amendment of such layout.
- (iv) The Purchaser confirms that the Developer has given full free and complete inspection of documents of title in respect of the Property and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate issued by Kantilal Underkat & Co., Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Property.
- (v) The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, open spaces, etc. will



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remain the property of the Developer until the whole of the Property is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.

- (vi) The Purchaser has been informed that the Developers shall in accordance with the scheme for development as may be modified from time to time develop the Property and the Larger Property in phases including constructing and setting up of the Larger Property Infrastructure and Common Amenities and Facilities. This Agreement to purchase the Premises or the formation of the Organization or execution of Lease in favour of the Organization shall not in any event prevent the Developer from continuing the development of the Larger Property and/or the Property and to construct buildings thereon and infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the concerned authorities and the further Lease in favour of the Organization shall specifically contain the appropriate rights, powers, authorities in favour of the Developer in this behalf. The Organization and other organizations shall fully co-operate with the Developer in the matter of implementation of the scheme for development and the development of the Larger Property and the Larger Property Infrastructure and Common Amenities and Facilities without creating any obstruction or interference. It is anticipated that during the course of the said development there may be a temporary suspension/cessation of common amenities and facilities including services and utilities or some hardship and inconvenience resulting there from to the Purchaser and the Organization and other organizations. The Developer shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf.



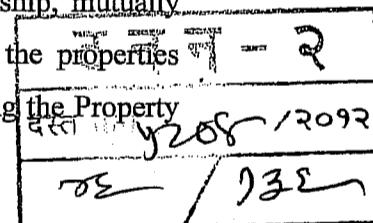
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(vii) The Purchaser hereby acknowledges and confirms that the development of the Property as contemplated herein is dependent on the phase wise grant of FSI and phase wise release of FSI by the Sanctioning Authorities and consequent phase wise sanction of plans by TMC. Therefore, the Developer will have to modify and alter the plans as per the grant of FSI by the Sanctioning Authorities and the Purchaser will not object to the same as long as the area of the Premises is not reduced. The Purchaser will not object to the fact that all the plans for the Property have not been sanctioned as on date and will not object to any modification or change to the same. It is on this express representation of the Purchaser that the Developer has agreed to sell the Premises to the Purchaser and to enter into these presents.

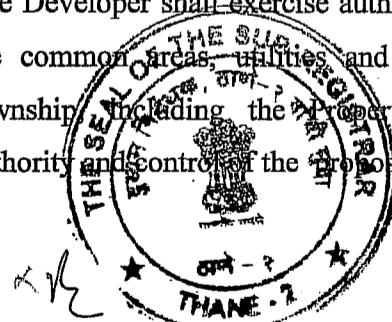
(viii) The Purchaser acknowledges and agrees that:

(a) The Developer proposes to develop the Larger Property into a township and the Property together with the buildings constructed thereon shall form an integral part of the township. The Purchaser further agrees and understands that the certain facilities and amenities which may be provided to the Purchaser under this Agreement may in future be shared and availed by other members of the proposed township.

(b) For the proper and convenient management, administration, maintenance and control of the proposed township, mutually beneficial restrictions may be imposed on all the properties forming part of the proposed township, including the Property and the Common Areas.

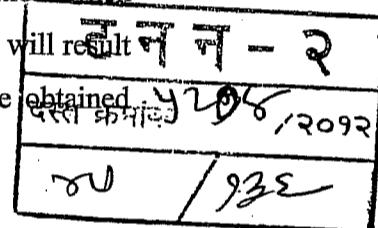


(c) The Developer shall exercise authority and control over all of the common areas, utilities and facilities of the proposed township, including the Property till such time as the authority and control of the proposed township is transferred

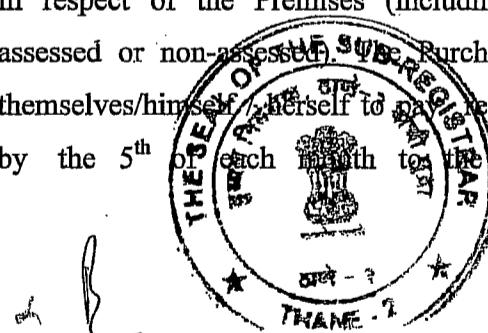


to an Apex Body. If and when the township is transferred to the Apex Body, the Developer shall cease to be responsible for any management, administration, maintenance or control of the proposed township and hereby be released from all claims, losses, costs, damages or liability whatsoever however and to whomsoever incurred or sustained arising from or in relation to the Developer's management, administration, maintenance or control of the proposed township.

- (d) The construction and development of the landscaping on the proposed township may impede clear access by the Purchaser to the Property and the Purchaser shall have no claim against the Developer for such inconvenience.
- (ix) The Purchaser will not claim/demand subdivision of the Property to be leased to the Organization. It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the Larger Property, the Purchaser and the Organization when formed will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated or the approvals being revoked.



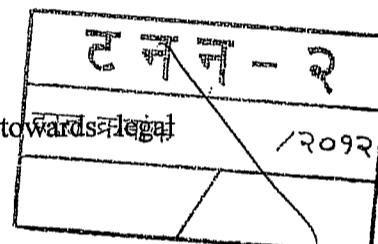
- 14 (i) Commencing a week after notice is given by the Developer to the Purchaser that the Premises is ready for use, the Purchaser shall be liable to bear and pay all applicable taxes (including but not limited to service tax, VAT, any other future levies/taxes) and charges for sub-stations, cable costs, electricity and other service charges and the outgoings payable in respect of the Premises (including the property taxes assessed or non-assessed). The Purchaser agrees and binds themselves/himself/herself to pay regularly every month, by the 5th of each month to the Developer until the



Lease of the Property and the Building thereon is executed in favour of the Organizations, the proportionate share that may be decided by the Developer for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Property or the Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the Building including the Premises and the Amenities and Facilities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the Property or the Building. The amount so paid shall not carry any interest and remain with the Developer until the management is handed over to the Organization and/or the Apex Body.

- (ii) The Purchaser shall on or before the delivery of the possession of the Premises pay to the Developer the following amounts:

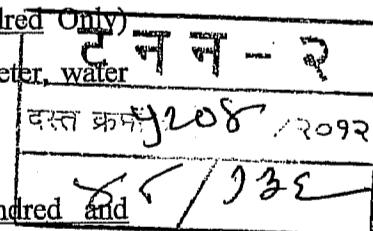
(a) Rs.15,000.00 (Rupees Fifteen Thousand Only) towards legal charges



(b) Rs.5,000.00 (Rupees Five Thousand Only) non-refundable for Organization formation charges

(c) Rs.600.00 (Rupees Six Hundred Only) non-refundable for share money, application, entrance fee of the Organization

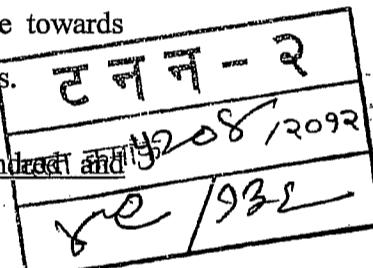
(d) Rs.51,600.00 (Rupees Fifty One Thousand Six Hundred Only) charges towards installation of transformer, electric meter, water meter, etc. up to the ground floor of the Building



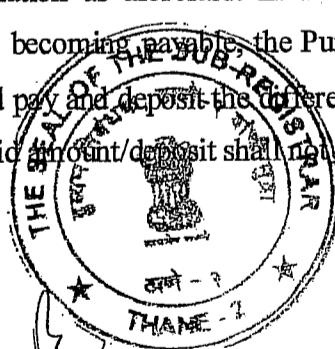
(e) Rs.46,440.00 (Rupees Forty Six Thousand Four Hundred and Forty Only) as and by way of ~~12~~ months advance towards proportionate share of ~~12~~ maintenance and other charges (including without limitation development and common infrastructure charges)

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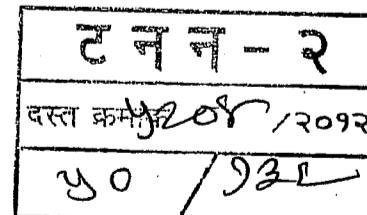
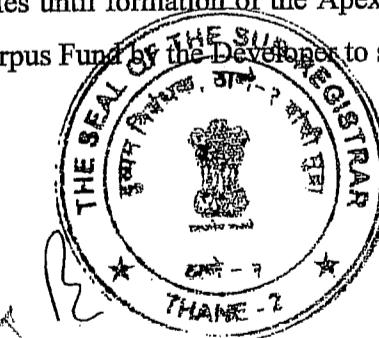
- (f) Rs.46,440.00 (Rupees Forty Six Thousand Four Hundred and Forty Only) as and by way of a 6 months deposit towards proportionate share of taxes, maintenance and an advance 6 month towards proportionate common infrastructure maintenance charges
- (g) Rs.19,350.00 (Rupees Nineteen Thousand Three Hundred and Fifty Only) towards corpus fund which will be transferred to the Organization to be utilized for the future maintenance
- (h) Rs.129,000.00 (Rupees One Lakh Twenty Nine Thousand Only) towards development and infrastructure charges
- (i) Rs.10,000.00 (Rupees Ten Thousand Only) towards Security Deposit
- (j) Rs.3,870.00 (Rupees Three Thousand Eight Hundred and Seventy Only) as and by way of 12 months deposit towards common infrastructure (Township) Maintenance charges.
- (k) Rs.3,870.00 (Rupees Three Thousand Eight Hundred and Seventy Only) as and by way of 12 months advance towards common infrastructure (Township) Maintenance charges.
- (l) Rs.32,250.00 (Rupees Thirty Two Thousand Two Hundred and Fifty Only) Club House



- iii) The Developer shall hand over the deposits as mentioned in (e) and (f) hereinabove or balance thereof to the Organization as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.



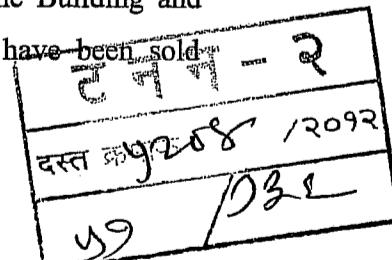
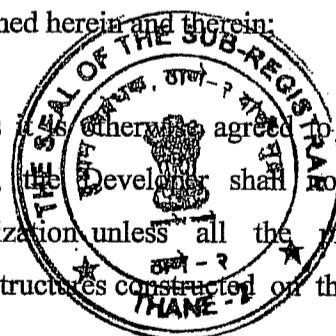
- iv) The Developer shall maintain a separate account in respect of sum received from the Purchaser as advance or deposit as mentioned in [e] and [f] hereinabove, on account of the share capital of the Organization, maintenance and other charges and shall utilize the same for the purpose for which they have been received.
- v) The Purchaser hereby agrees and confirms to pay the Developer on demand the required charges towards installation of pipeline for supply of natural gas to the Premises on or before taking possession of the same. The Purchaser further agrees to make the payment at actuals to the concerned Gas Company towards consumption of the natural gas as and when it becomes due and payable.
- vi) A corpus fund will be set-up for the repairs and maintenance of the Larger Property Infrastructure, Common Amenities and Facilities ("Corpus Fund"). The Purchaser hereby covenants with the Developer that:
- (a) the Purchaser shall pay to the Developer the sum of Rs.19,350.00 (Rupees Nineteen Thousand Three Hundred and Fifty Only) within 8 (eight) days of the demand letter by the Developer or at the time of delivery of possession of the Premises , whichever is earlier, towards his/her/their/its non-refundable contributions to the Corpus Fund. The Developer shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the Larger Property Infrastructure and Common Amenities and Facilities until formation of the Apex Body and transfer of the Corpus Fund by the Developer to such Apex Body;



- (b) the **Developer** shall open a bank account in respect of the **Corpus Fund** for the limited purpose of depositing therein contributions towards the Corpus Fund and making disbursements towards such repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities.;
- (c) the **Developer /Apex Body** (as the case may be) shall be entitled to invest the Corpus Fund less the aggregate of the payments to be made to the project management agency or any other organizations towards the repairs and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities in accordance with the Infrastructure Agreements made with them, in fixed deposit/s and/or any other investment schemes with bank/s for an appropriate term as may be determined by the Developer/ Apex Body and or its nominees / assigns;

15. (i)The Lease in favour of the Organization shall inter alia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Developer for safeguarding its overall interest in the Property and the Building and other structures to be constructed thereon and (2) a covenant by the Purchaser to indemnify and keep indemnified the Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein:

(ii) Unless it is otherwise agreed to by and between the parties hereto, the **Developer** shall not be called upon to form Organization unless all the premises in the Building and other structures constructed on the Property have been sold.

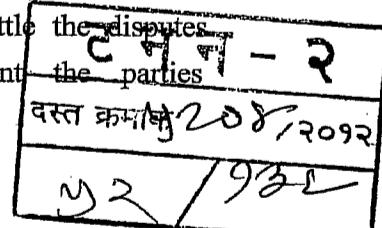
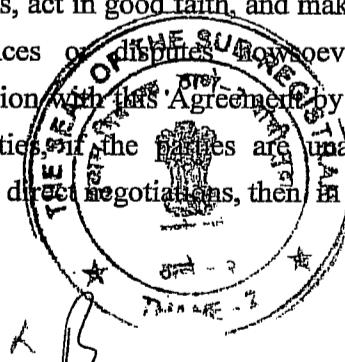


and disposed of and the Developer has received full consideration or dues payable to them under the Agreements for Sale with the respective Purchaser of the various Premises; the Developer has fully utilized the Floor Space available from the Property and/or has fully utilized the increased FSI available by any change in the Development Control Regulations and/or has fully utilized the TDR and any Additional FSI or benefit in any form that may be allotted / granted / released / sanctioned by the Sanctioning Authorities and / or has fully utilized the TDR or Floor Space available in respect of the Property as a receiving plot, as the case may be, and/or that Occupation Certificate or the building Completion Certificate have been received from the TMC.

- (ii) Advocates & Solicitors for the Developer shall prepare and/or approve, as the case may be, the transfer documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the transfer documents and formation and registration of the Organization shall be borne and paid by the purchasers of the various premises in the Building/s and/or Organization on its formation. Such amount shall be kept deposited by the Purchaser with the Developer at the time of taking the possession of the Premises and shall, until utilization, remain with the Developer.
- (iii) Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Property or any part of the Property or the Building or any part thereof.

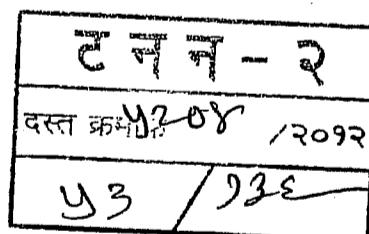
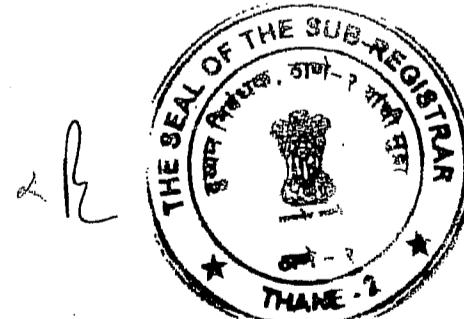
16. DISPUTE RESOLUTION, MEDIATION, ARBITRATION AND JURISDICTION:

1. The Parties to this Agreement hereby agrees that they shall, at all times, act in good faith, and make all attempts to resolve all differences or disputes howsoever arising out of or in connection with this Agreement by direct negotiation between the parties. If the parties are unable to settle the disputes through direct negotiations, then in that event the parties



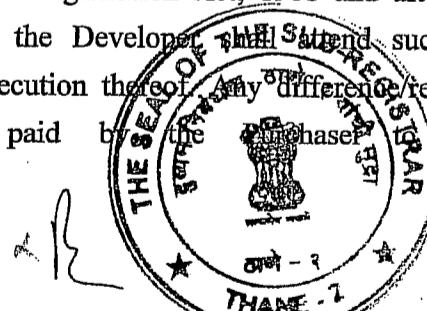
agree to submit the dispute to mediation. Such mediation should be referred to MCHI Grievance Cell for resolving the disputes/differences between the parties. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date such notice is given to the either party, failing which thereafter the Parties shall submit the dispute to arbitration as mentioned in Clause 16.2 below. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration.

2. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by one (1) arbitrator, failing which by three (3) arbitrators: one nominated by the Developer, the second by the Purchaser and the third chosen by the two (2) arbitrators so nominated by the Parties. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.
3. The arbitrators shall be persons of professional repute, who are not directly or indirectly connected with any of the Parties to this Agreement. They shall have prior experience as arbitrators.
4. The place of arbitration shall be Thane. The language to be used in the arbitration proceedings shall be English.
5. The award of the arbitration proceedings will be final and binding on Parties to the Agreement.

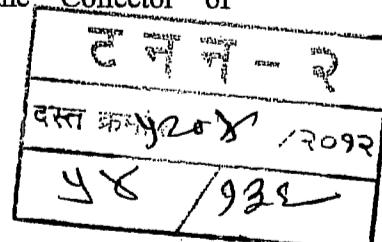


6. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Thane in connection with any dispute arising out of or in connection with this Agreement.
17. (i) The portion of property as described in "Second Schedule" is part and parcel of the larger property more particularly described in "First Schedule" is being Developed under Special Township scheme notified vide notification No. CMS/TPS/1207/220/CR – 541/08/UD – 12 dt.24/08/09. As per policy guideline for development of Special Township Scheme bearing No. TPS/1204/THANE. D.P DCR/UD -12 dated 25/5/2006 vide clause 2(b) of the schedule therein, the stamp duty rates applicable for the project are 50% of prevailing rates. Accordingly on basis of the above guidelines and Government Gazette bearing No. Mudrank 2006/ U.O.R.53/C.R. 536/M-1 dated 15.1.2008, the Agreement for Sale for one of the flat has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 735/09 dtd. 5.12.2009 with 50% exemption payable in Stamp Duty. As the present Agreement for Sale of the flat under reference is on the similar lines of the Agreement already adjudicated and as the flat is situated on the land which is the part and parcel of the larger property more particularly described in the "First Schedule", the adjudication of document is not warranted and 50% stamp duty is being paid for registration of this Agreement.

(ii) The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub - Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Developer ~~shall attend~~ such office and admit the execution thereof. Any difference/recovery in the stamp duty paid by the Purchaser to the Collector of

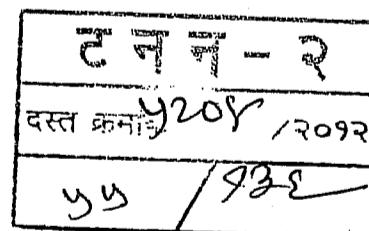
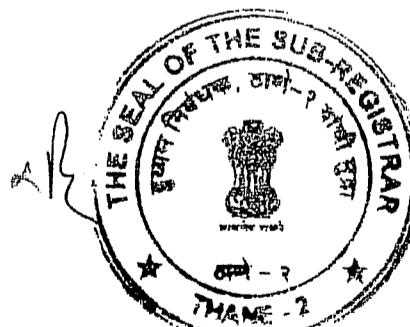


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Stamps will be borne by the Purchaser and shall have no claim against the Developer for such inconvenience.

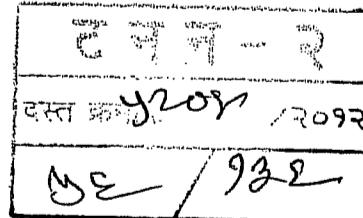
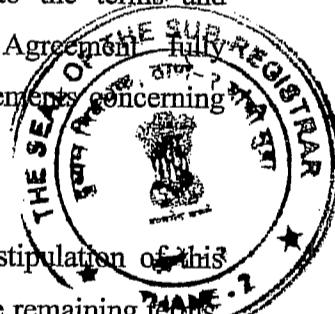
18. Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.
19. It is also understood by and between the parties hereto that the terrace space in front of or adjacent to the premises, if any, shall belong exclusively to the respective purchaser of such premises and such terrace spaces are intended for the exclusive use of such purchaser and no other purchaser/s of premises in the Building shall have any right to the said terrace. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Developer or the Organization.
20. The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with:



(a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement; (c) any injury to any Property(ies) or persons(s); or death of person(s); or damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the Restrictions regarding the use and/or occupation of the Premises.

(21) (i) This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire Agreement between the parties hereto and there are no other representations, warranties, conditions or collateral Agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding Agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous Agreements concerning the Premises between the parties hereto.

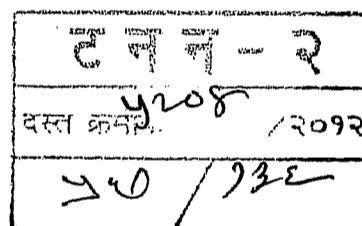
(ii) The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.



- (iii) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

- (iv) If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.

- (v) The Purchaser hereby agrees and confirms that any liability, tax, duties or impositions including service tax, works contract tax, vat etc. related to the construction on the Property and/or any activity whatsoever related to the Premises or any proceedings or litigation related to the same, shall be due and payable by the Purchaser. The Developer shall have the right and be entitled to recover such amounts proportionately or otherwise if required by the law from the Purchaser and the Developer's decision in respect of the same shall be final and binding to the Purchaser.



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THE FIRST SCHEDULE ABOVE REFERRED TO:
LARGER PROPERTY

ALL THAT piece of land, ground and hereditaments together with the structure standing thereon situate, lying and being at Village *Majiwade*, Taluka & District Thane and bounded as follows:

Sr. No.	Survey No.	Hissa No.	Total area Under TOWNSHIP in Sq.mtrs.
1	12	1	1490
2		2	4320
3		3	3620
4		4	3240
5	13	1	730
6		2	810
7		3	630
8	15	1	3240
9		2	300
10		3	3210
11		4	1520
12		5	3360
13	16	2a	1930
14		3	2790
15		4	1060
16		5	2020
17		6	580
18	17	3	1370
19		4a	3270
20		5	990
21		6a	2270
22	18	3a	660
23		4a	260

पर्याप्त - २
दस्त क्रमांक १२०८ /२०९२



2/12

24		6a	130
25	19	1a	920
26		2a	2150
27		3a	2280
28		4a	2180
29		5a	990
30	20	1	180
31		2	350
32		3	4660
33		4	1490
34	21	1pt	1122.15
35	30	2	4000
36	30	3	4280
37	35	1	1720
38		2	1310
39		3	5160
40		4	1470
41		5	630
42		6	230
43		7	300
44		8	330
45	36	1	380
46		2	1370
47		3	1370
48		4	2330
49		5	150
50		6	2070
51		7	3180
52	37	1	2280
53		2	430
54		3	4160
55		4	2170
56		5a	960

टानन - २
परत क्रमांक ५२०८/२०९२
दि. १३/११/१९९२



AKR

57		6	1290
58	37	7a	3020
59		9a	940
60	38	1a	1040
61		2	300
62	41	1	1570
63		2	610
64		3	3490
65		4	3010
66		5	350
67		6	4270
68		7	3690
69		8	3740
70		9	8660
71	42	1	330
72		2	940
73		3	2350
74		4	530
75		5	510
76		6	2830
77		7	2400
78	43	1	230
79		2	1850
80		3	1900
81		4	1640
82		5	3030
83		6	3140
84		7	1920
85	43	8	200
86		9	560
87		10	3820
88		11	200
89		12	780

ठान - २

दस्ता क्रमांक ५३०४२०९२

६०/१३८



R

90	44	1	960
91		2	100
92		3	1060
93		4	1820
94		5	4410
95		6	2020
96	45	1	180
97		2a	3770
98		3	200
99		4a	230
100		5a	250
101	45	7a	1420
102		8a	2490
103		9	2880
104		10	400
105	46	1a	1390
106		2	730
107		3a	2430
108		4a	100
109		6a	870
110		7a	340
111		8	1060
112	47	1a	700
113		3a	2460
114		4	2000
115		5	2070
116		6	1720
117		7	280
118		8	1540
119	48	1	380
120		2	480
121		3	960
122		4	1920



123		5	4220
124		6	180
125		7	2300
126		8	1420
127	49	1	1040
128		2	1110
129		3	180
130	50	1	3010
131		2	4020
132		3	1870
133	51	1	2150
134		2	560
135		3	3950
136		4	3950
137		5	5730
138		6	5200
139	51	7	3490
140		8	4730
141		9	1370
142	54	1	610
143		2	3440
144		3	610
145		4	4040
146	55	1	300
147		2	300
148		3	3830
149		4	410
150		5	400
151	84	1	2600
152	327	1	1010
153	327	2/a	18600
154		2/b	4860
155		2/c	5060

टानन - २

दस्त क्रमांक ४२०८/२०१२

ER/93E



A R

156		2/d	180
157		2/e	4250
158		2/f	510
159	327	2/g	1060
160		2/h	1750
161		2/j	560
162	327	4	150
163	328	1	200
164	328	2	280
165	328	3/a	5080
166		3/b	5490
167		3/c	300
168		3/d	5490
169		3/e	2860
170		3/f	1110
171		3/g	5490
172		3/h	510
173		3/j	860
174	329	1	510
175		2	7080
176		3	8830
177		4	200
178		5a	2230
179		6a	410
180	345	1	4050
181		2	480
182		3	410
183		4	180
184		5	3590
185		6	2730
186		7	5580
187		8	2480
188		9	5770

ट नम - २
पंचांग १४०८/२०९२
E3 / ९३६



A R

189		10	3090
190		11	2510
191		12	1640
192		13	560
193		14	150
194		15	910
195		16	1420
196	345	17	140
197	383	---	24410
198	423	1 A	910
199		1 B	3340
200		1 C	4970
201		1 D	4660
202		1 E	4150
203		1 F	4260
204		1 G	1920
205		1 H	1030
206	423	10	3030
207	424	1 A	1720
208		1 B	3440
209		1 C	3140
210		1 D	400
211	424	6	17547
Total			475719.15

On or towards the East : by existing Saket complex & Ulhas Creeklet.

On or towards the West : by Lodha Paradise & Vrindhavan Complex.

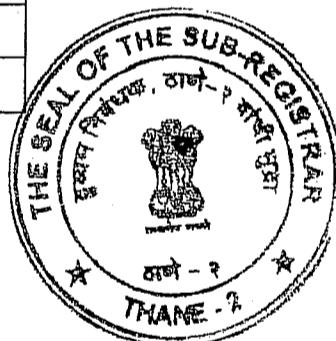
On or towards the North: by Lodha Paradise & Balkum Village.

On or towards the South: by Police land bearing S. No. 386/3 of Village

Majiwade.

L R

ट न न - २	
दस्त क्रमांक २०८/२०९२	
६४	१३१



THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwade, Taluka and District Thane and in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under and hereinabove referred to as "The Property".

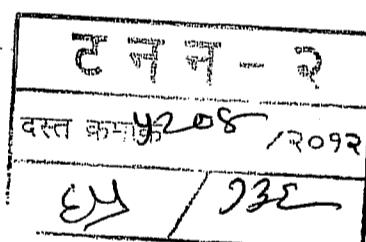
Sr. No.	Survey No.	Hissa No.	Total Area in Sq.mtrs.
1	12	1	1490
2	12	2	4320
3	12	3	3620
4	12	4	3240
		Total	12670
5	13	1	730
6	13	2	810
7	13	3	630
		Total	2170
8	84	1	2600

On or towards the East : 30 mtrs. wide HCMTR.

On or towards the West : Survey No. 11 of Village Majiwade.

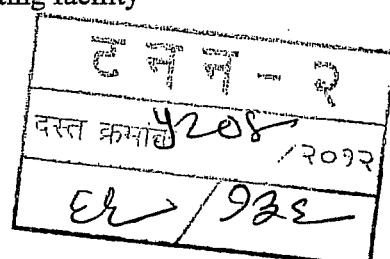
On or towards the North : Survey No. 11 Of Village Majiwade

On or towards the South: : Mumbai Nashik Highway.



THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS AND AMENITIES

- (a) Cable TV room
- (b) Common area control room
- (c) Electrical meter room
- (d) U.G + O.H Tank and pump room
- (e) Substation (Common for Astraea & Athena)
- (f) Entrance lobby
- (g) Letter box area
- (h) Society office with toilets
- (i) Security room with toilet
- (j) DG Set
- (k) Watchman's cabin
- (l) Staircase
- (m) Servants toilet
- (n) Common toilet
- (o) Sewage Treatment Plant (Common for Astraea & Athena)
- (p) Telephone room
- (q) Lift lobby
- (r) Lift machine room
- (s) Club house.
- (t) Passenger & stretcher lift
- (u) One lift with D G Back-up for each wing
- (v) DG back-up for common area lighting and fire fighting pumps
- (w) Video door phone facility
- (x) Decorative Entrance Lobby
- (y) Fire hydrant on every floor
- (z) Podium area with facilities like Landscape Garden
- (aa) Municipal water supply
- (bb) Storm Water Drain with Rain Water Harvesting facility



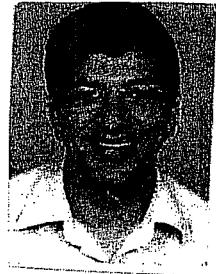
THE FOURTH SCHEDULE ABOVE REFERRED TO:

All areas not covered under "Common Areas and Facilities" including open spaces, basements, terraces and parking spaces are restricted areas and facilities and the Developer shall have absolute right to dispose of the same to any person/s in the manner the Developer deems fit and proper.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

SIGNED AND DELIVERED) For Kapstone Constructions Pvt.Ltd.
By the withinnamed "Developer")

Kapstone Constructions)
Private Limited) Director



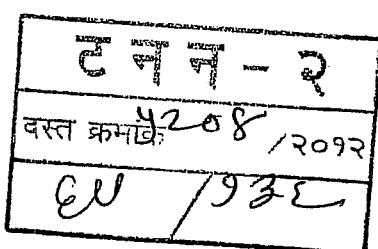
in the presence of)
1) Duwi patil)
2) Sankesh Kolambekar)

SIGNED AND DELIVERED)
By the withinnamed "Purchaser")

Mrs.Pragna Kirti Kedia)



in the presence of
1) Duwi patil
2) Sankesh Kolambekar)



RECEIPT

RECEIVED from Mrs.Pragna Kirti Kedia a sum of
Rs.1,800,000.00(Rupees Eighteen Lakh only)by Cheque/DD/ No.
mentioned below being the amount as provided for hereinabove.

For Kapstone Constructions Private Limited

(DEVELOPER)

Witness:

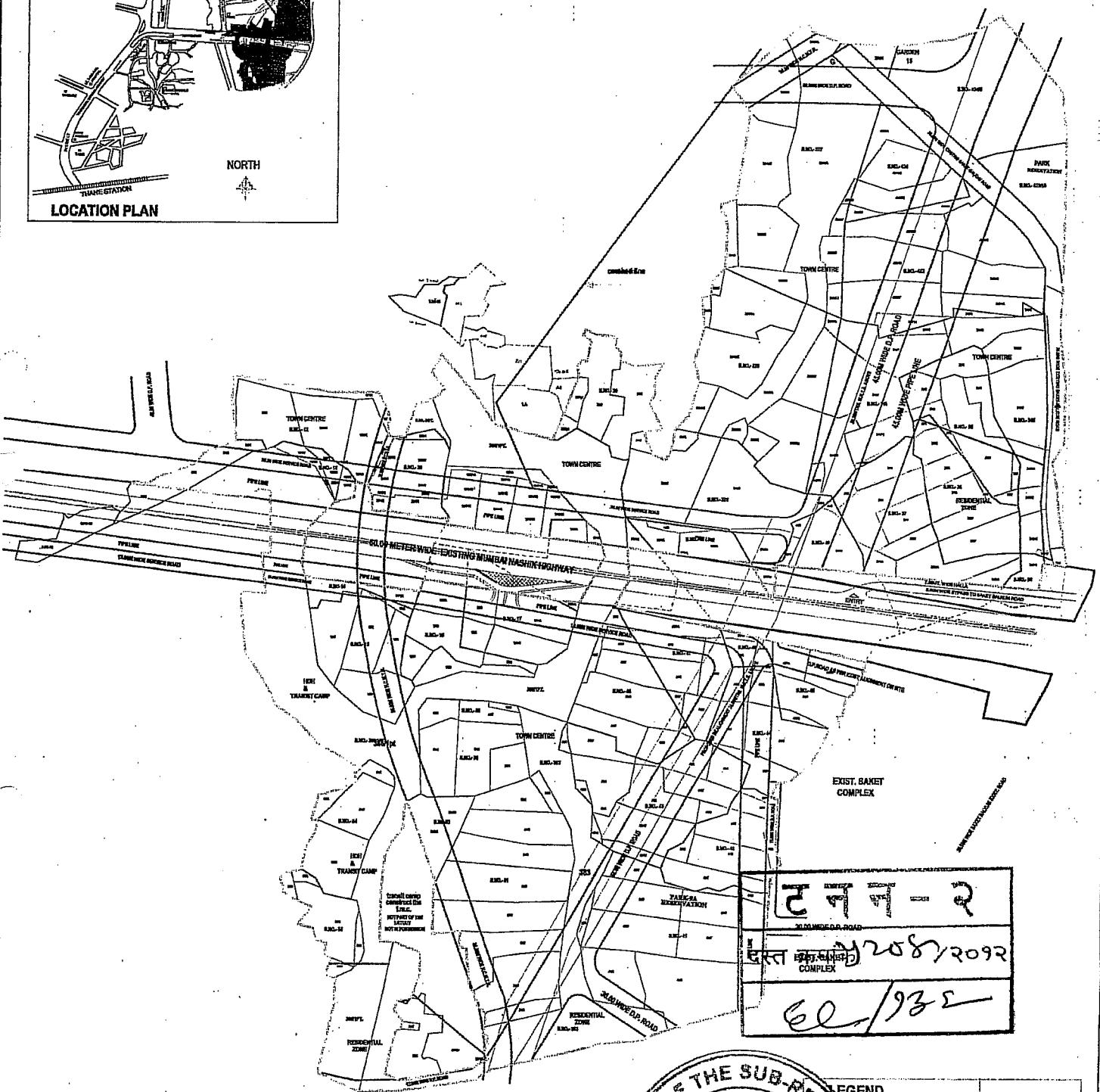
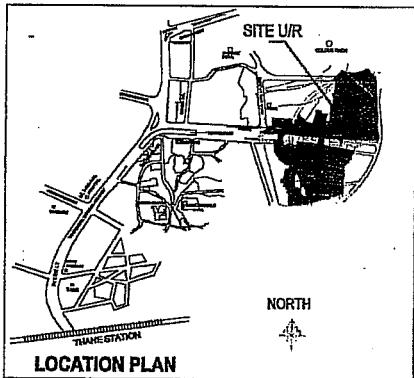
1. Sunil patil
2. Sankesh Kolambekar

DATE	CH.NO.	BANK NAME	AMOUNT
09/05/2007	282286	The HSBC Bank - Vile Parle (W)	50,000.00
19/05/2007	282286	The HSBC Bank - Vile Parle(W)	50,000.00
19/05/2007	282217	HSBC Bank Ltd.,	100,000.00
15/01/2008	352024	HSBC Bank Ltd., - Vile Parle	200,000.00
21/01/2008	381301	HSBC Bank Vile Parle	200,000.00
23/07/2010	690351	Indian Overseas Bank - Andheri (W)	600,000.00
16/12/2010	721143	Indian Overseas Bank - Andheri (W)	600,000.00



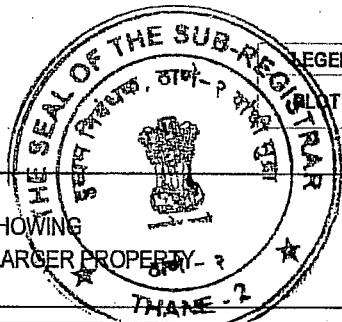
ट न न - २
दस्त क्रमांक २०४ / २०१२
६८ / ९३८

Annexure A : Layout of Larger Property



TITLE :-

**LAYOUT PLAN SHOWING
BOUNDARY OF LARGER PROPERTY - २**

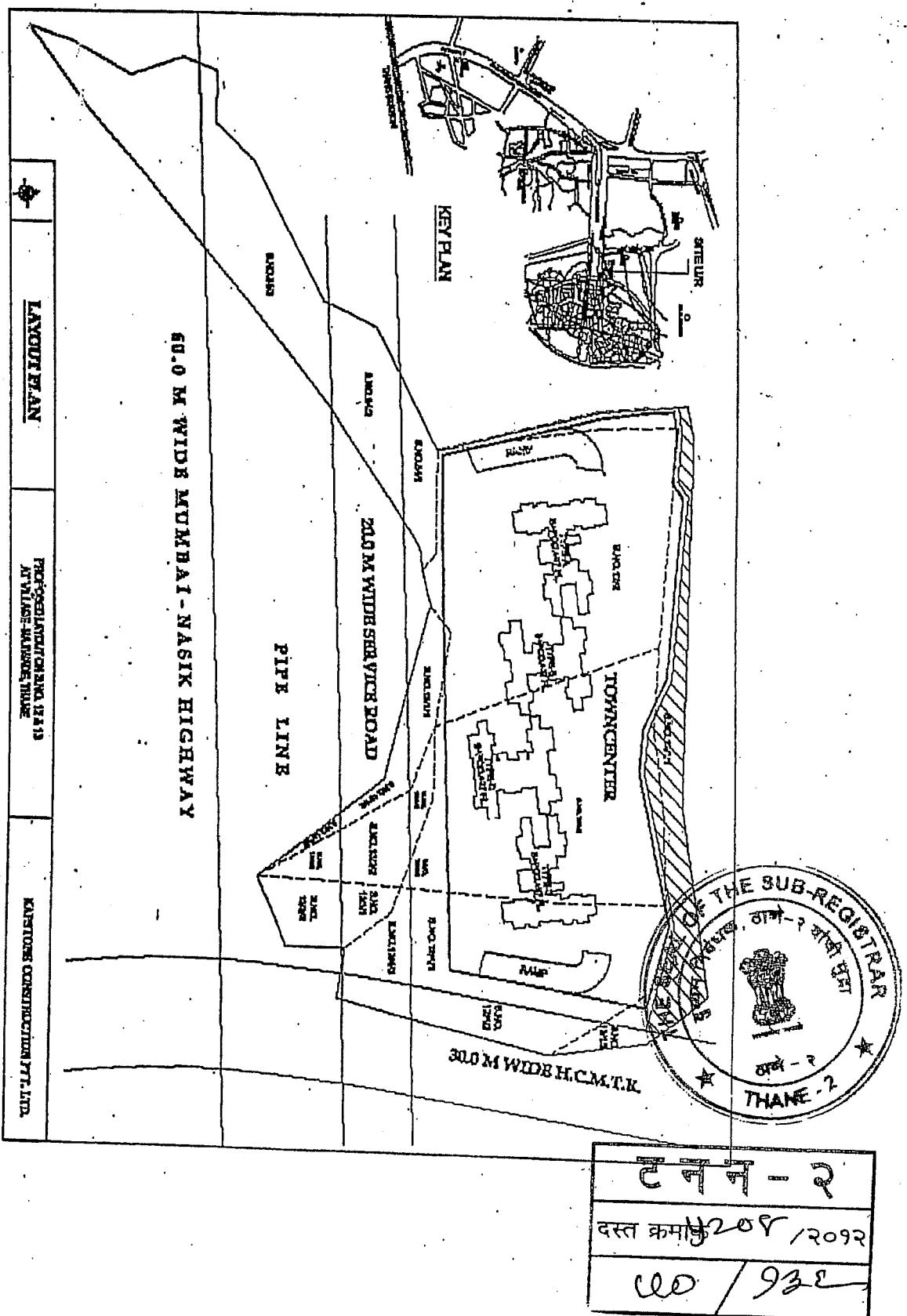


NORTH

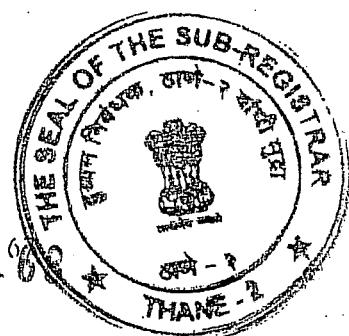
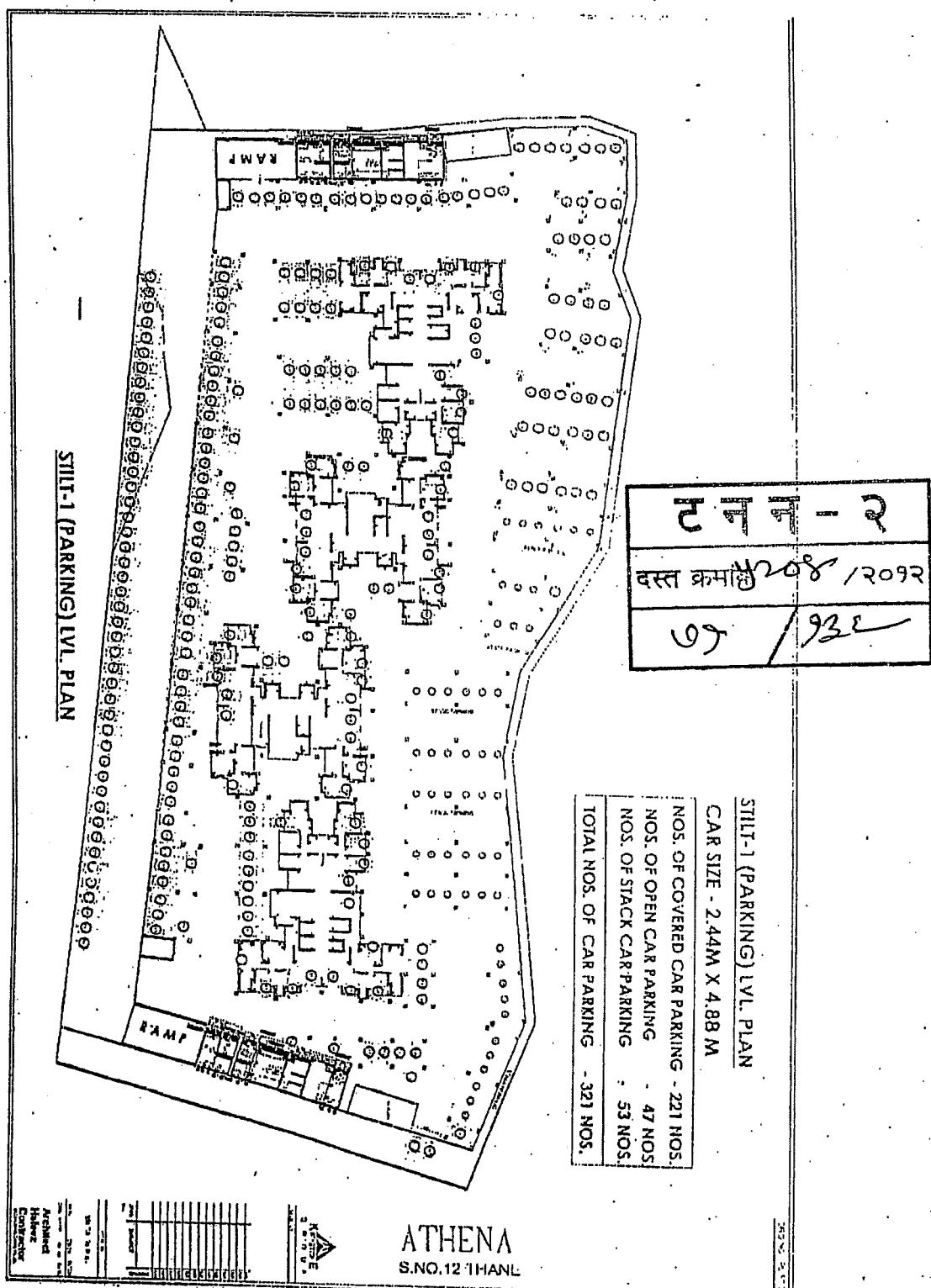


J. P. Johnmath

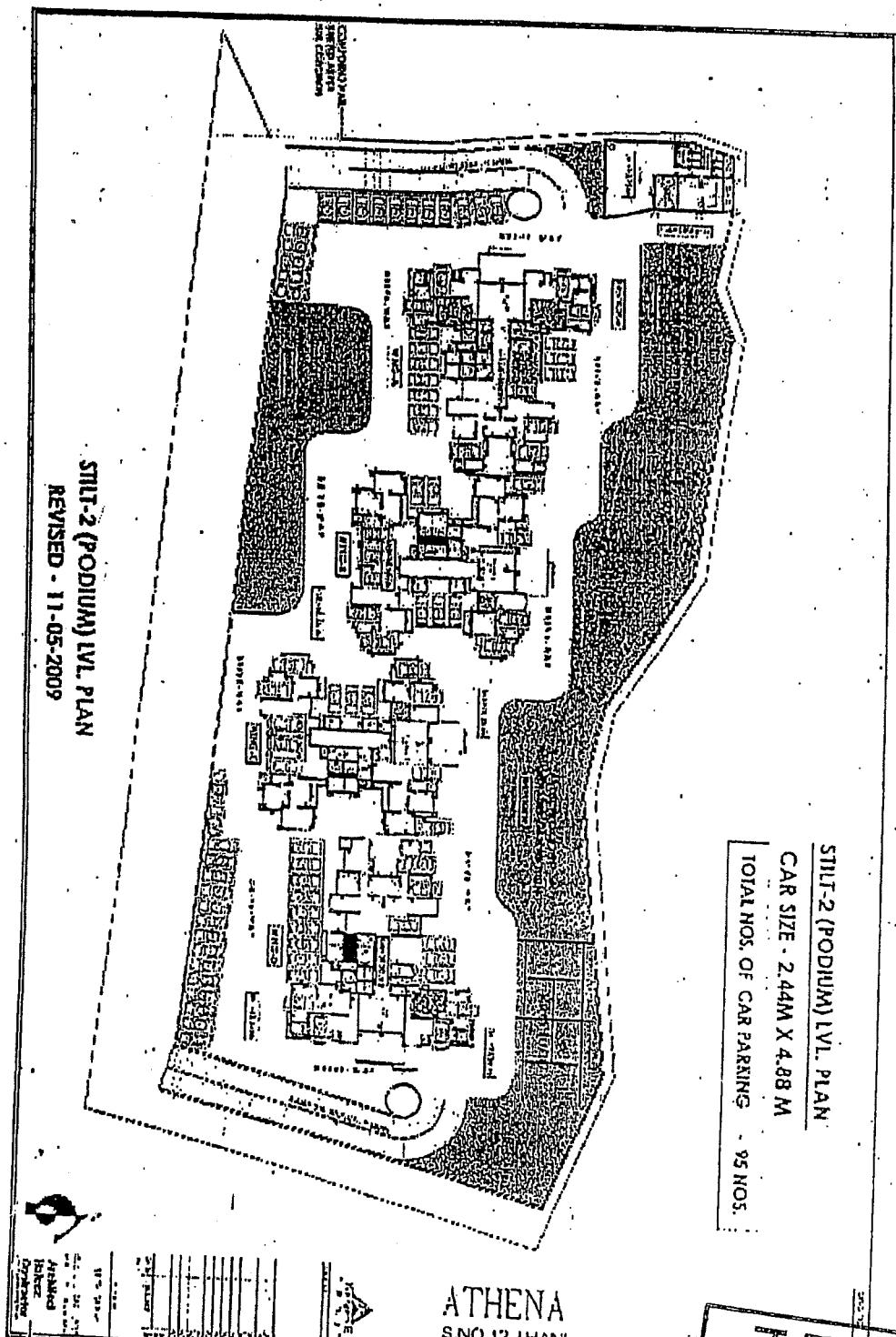
Annexure B: Existing Athena Layout and Plans



Annexure C: Proposed ATHENA Plans (1 of 2)



Annexure C: Proposed ATHENA Plans (2 of 2)

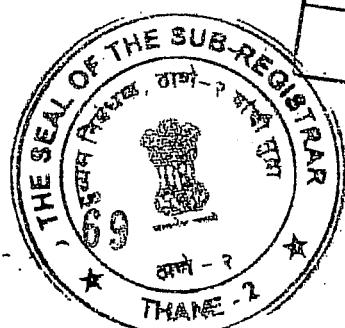


ATHENA
S.NO.12 THANE

STL-2 (PODIUM) LVL. PLAN
REVISED - 11-05-2009

पट्टा - २

दस्त क्रमांक	१२०९४
वर्ष	१२०९२
उ	१३३



Annexure "D"

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

K. G. Underkat

Ref. No. _____

FURTHER TITLE CERTIFICATE

KGU/NCB-117/ 465 /2008

19th July, 2008

UNADKAT TERRACE, 1ST FLOOR,
27, ANJU SHOPPING CENTRE,
TILAK ROAD, SANTACHUZ (W),
MUMBAI 400 054.
TEL.: 2605 2459 / 2605 2460
FAX : 2605 4009
E-mail: kantilal_underkat@rediffmail.com

Date _____

Kapstone Constructions Private Limited,
Ideal Farm,
Dahisar (W),
Mumbai - 400 068.

Dear Sirs,

Re: ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane and more particularly written in the Schedule hereunder written.

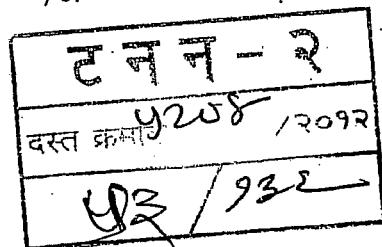
1. In the above matter we had issued our Title Certificate dated 10th July, 2006 bearing Ref No.KGU/NCB-117/480/2006.

2. In para 7 of the said Title Certificate at the end through oversight we had mentioned that they have filed the said Suit No.65/87. However the same is filed by you. You have informed us that the Consent Terms have been tendered to the Court but the Order has remained pending in terms thereof.

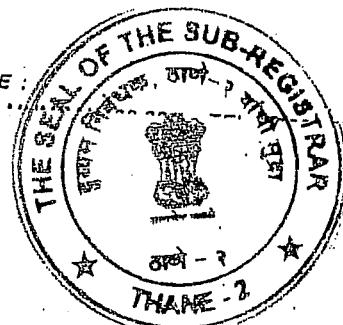
"They have filed a Suit No. 65/87 in Court of Joint Civil Judge, S.D. Thane and the same is also settled."

3. In para 6 of the said Title Certificate we have referred to the claim of Smt. Sushila Mahavirsingh Bhardwaj, Sarita Devi w/o.

OR



FORT OFFICE
RAJANMARDIOMI NABBI, 1ST FLOOR, FORT



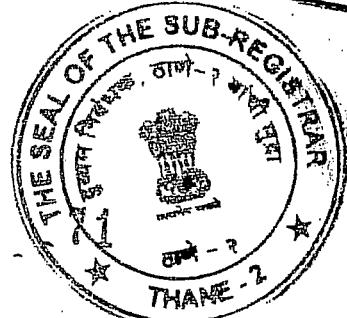
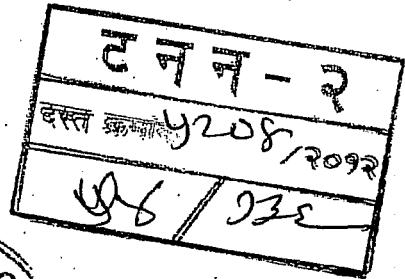
Karam Singh, Sangita devi W/o. Shri Jasvinder Singh, Yaspal Singh, Kirtipal Singh, Parvatibai Rajasingh Varma, Pramila Abhaysingh and Anita Mangatram Rana . You have informed us that you had filed Suit against them being Special Suit No.204 of 2006 in the Court of Civil Judge (S.D.) Thane at Thane. You have also informed us that the same is decreed with cost by an Order dated 3rd March, 2008. You have produced the Order dated 14th March, 2008 for our perusal.

4. Subject to the aforesaid, in our view title of the above property is clear, marketable and free from all encumbrances.

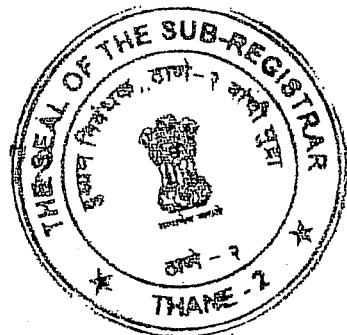
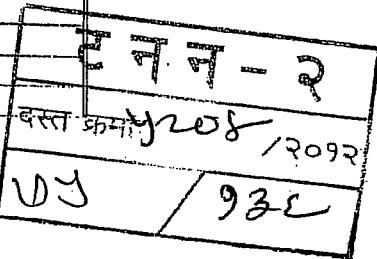
The Schedule Above Referred To

ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane bearing the following Survey Numbers and Hissa Numbers assessment and area as under

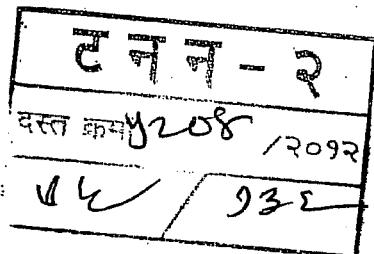
Survey No.	Hissa No.	Area in Sq. Mtrs.
12	1	
12	2	
12	3	
12	4	
	Total	12670
13	1	
13	2	
13	3	
	Total	2170
15	1	
15	2	
15	3	
15	4	



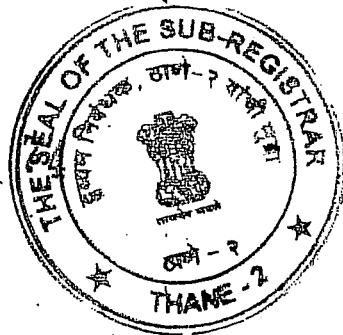
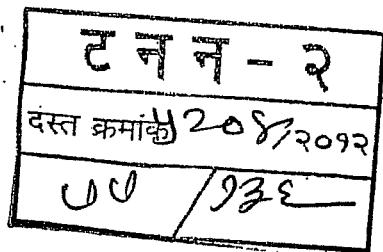
Survey No.	Hissa No.	Area in Sq. Mtrs.
15	5	
	Total	11630
16	1pt	
16	2pt	
16	3	
16	4	
16	5	
16	6	
	Total	10140
17	3	
17	4pt	
17	5	
17	6pt	
	Total	10520
18	3pt	
18	4pt	
18	6pt	
	Total	6980
19	1pt	
19	2pt	
19	3pt	
19	4pt	
19	5pt	
	Total	11460
20	1	
20	2	
20	3	
20	4	
	Total	6680
22	NIL	2380
35	1	
35	2	
35	3	
35	4	
35	5	



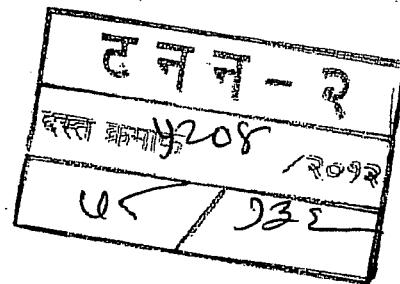
Survey No.	Hissa No.	Area in Sq. Mtrs.
35	6	
35	7	
35	8	
	Total	11150
36	1	
36	2	
36	3	
36	4	
36	5	
36	6	
36	7	
	Total	10850
37	1	
37	2	
37	3	
37	4	
37	5pt	
37	6	
37	7pt	
37	9pt	
	Total	20210
38	1pt	
38	2	
	Total	3440
41	1	
41	2	
41	3	
41	4	
41	5	
41	6	
41	7	
41	8	
41	9	
	Total	29390
42	1	
42	2	
42	3	



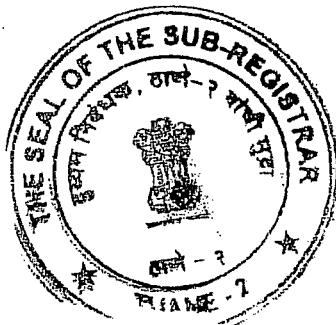
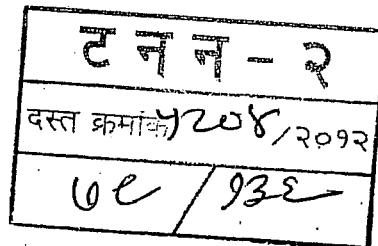
Survey No.	Hissa No.	Area in Sq. Mtrs.
42	4	
42	5	
42	6	
42	7	
	Total	9890
43	1	
43	2	
43	3	
43	4	
43	5	
43	6	
43	7	
43	8	
43	9	
43	10	
43	11	
43	12	
	Total	19270
44	1	
44	2	
44	3	
44	4	
44	5	
44	6	
	Total	10370
45	1	
45	2pt	
45	3	
45	4pt	
45	5pt	
45	7pt	
45	8pt	
45	9	
45	10	
	Total	23770
46	1pt	
46	2	
46	3pt	



Survey No.	Hissa No.	Area in Sq. Mtrs.
46	4pt	
46	6pt	
46	7pt	
46	8	
	Total	14090
47	1pt	
47	3pt	
47	4	
47	5	
47	6	
47	7	
47	8	
	Total	14750
48	1	
48	2	
48	3	
48	4	
48	5	
48	6	
48	7	
48	8	
	Total	11860
49	1	
49	2	
49	3	
	Total	2330
50	1	
50	2	
50	3	
	Total	8900
51	1	
51	2	
51	3	
51	4	
51	5	
51	6	
51	7	



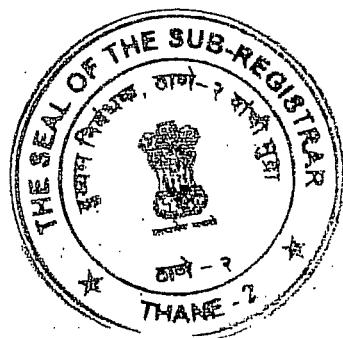
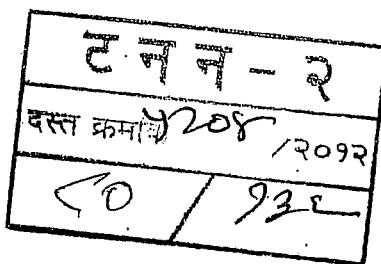
Survey No.	Hissa No.	Area in Sq. Mtrs.
51	8	
51	9	
	Total	31130
54	1	
54	2	
54	3	
54	4	
	Total	8700
55	1	
55	2	
55	3	
55	4	
55	5	
	Total	5240
84pt		3410
89		3160
327	2/1	
327	2/2	
327	2/3	
327	2/4	
327	2/5	
327	2/6	
327	2/7	
327	2/8	
327	2/9	
327	C	
	Total	36830
328	3/1	
328	3/2	
328	3/3	
328	3/4	
328	3/5	
328	3/6	
328	3/7	
328	3/8	
328	3/9	



Survey No.	Hissa No.	Area in Sq. Mtrs.
	Total	27190
329	1/1	
329	2	
329	3	
329	4	
329	5pt	
329	6pt	
	Total	19680
345	1	
345	2	
345	3	
345	4	
345	5	
345	6	
345	7	
345	8	
345	9	
345	10	
345	11	
345	12	
345	13	
345	14	
345	15	
345	16	
345	17	
	Total	35690
423 A	1	
423 A	2	
423 A	3	
423 A	4	
423 A	5	
423 A	6	
423 A	7	
423 A	8	
423 A	C	
(423)	Total	28270
424A	1	
424A	2	

Car

77



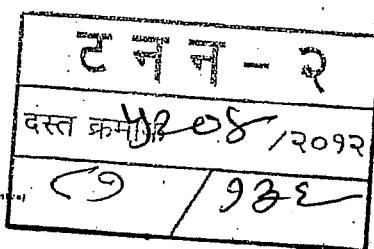
KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Continuation Sheet

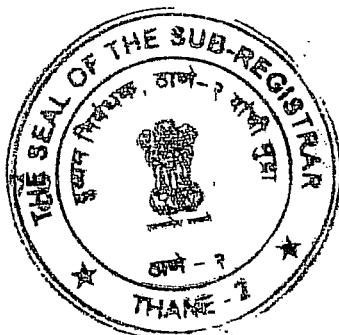
Survey No.	Hissa No.	Area in Sq. Mtrs.
424A	3	
424A	4	
424A	C	
(424)	Total	26670
383		24410
	Grant Total	515280
Less Area under Reservation		46000
Net Area available for Development		469000

For M/s. Kantilal Underkat & Co.
Advocates and Solicitors

K. S. Underkat -
Proprietor



11-K:\v1\kantilal\sub-registrar\unm\boman\ncb-117 FURTHER TITLE CERTIFICATE (Prop. of Thane) Final 19-07-08.doc (Version 1)



KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

K. G. Underkat

UNADKAT TERRACE, 1ST FLOOR,
27, ANJU SHOPPING CENTRE,
TILAK ROAD, SANTACRUZ (W),
MUMBAI 400 054.

TEL : 2605 2459 / 2605 2460
FAX : 2605 4009

Ref. No. **KGU/NCB-117/ 430 /2006**

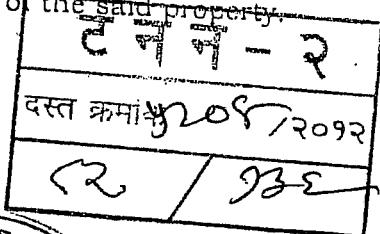
Date **10th July, 2006**

M/s. Kapstone Constructions Private Limited,
Ideal Farm,
Dahisar (W),
Mumbai - 400 068.

Dear Sirs,

Re: ALL THOSE piece or parcels of land or ground situated lying and being at Mouje Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane and more particularly written in the Schedule hereunder written.

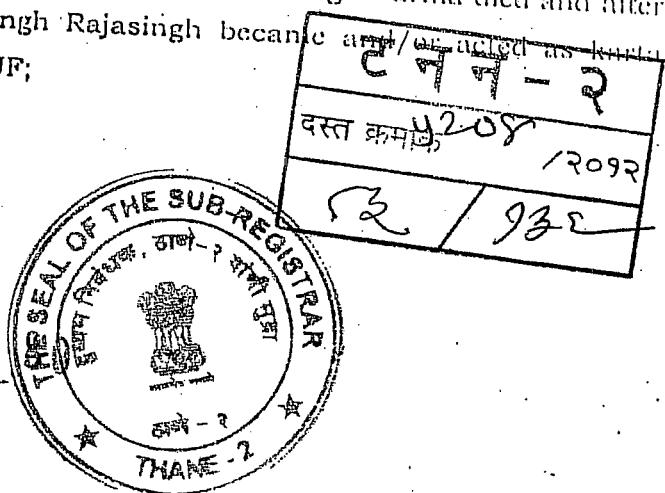
1. In the above matter we have caused Search to be taken from the Sub Registrar of Assurances at Thane from 1951 to 2002 and Sub Registrar of Assurances at Boribay from 1949 to 2002 and perused the same.
2. We have also perused copies of the documents referred to herein.
3. From such Searches the following position emerges:-
 - a) By a Consent Decree dated 1st February, 1949 and registered with the Sub Registrar of Assurances at Bombay (now Mumbai) at No.2633 of 1949 one Raja Singh Varma was confirmed as the Owner of the above property and was directed to pay a sum of Rs.18,000/- (Rupees Eighteen Thousand Only) with interest and cost in Suit No.275 of 1948 as above property more particularly described in the Schedule hereunder written was charged for the said sum of Rs.18,000/-. Thus the said Raja Singh Varma was the Owner of the said property.



FORT OFFICE : THE SUB-REGISTRAR OF LANDS
84, JANMABHOOMI MARG, 1ST FLOOR, FORT, MUMBAI 400 001. 2204 5739
Correspondence, Communication, Services Office at Santacruz.

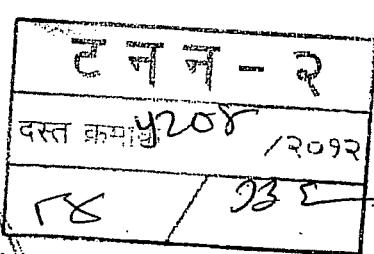
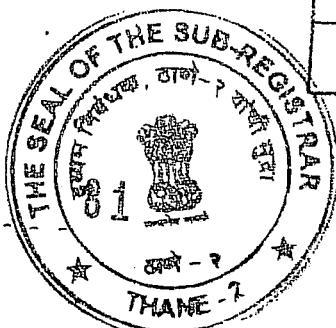


- b) It appears that the said property was owned by Raja Singh Varma for and on behalf of his joint Hindu Undivided Family known as Raja Singh Girdhari Singh Varma H.U.F.
- c) By an Agreement for Sale dated 15th September 1966 late Rajasinh Girdhari Singh Varma, for self and on behalf of and as Karta and manager of the HUF agreed to sell and transfer the said property as described in the First Schedule hereunder written to a partnership firm known as "Messrs United Leach Corporation" on certain terms and conditions as mentioned therein;
- d) At the material time i.e. at the time of entering the said Agreement for Sale dated 15th September 1966, the HUF being Rajasinh Girdhari Singh Varma (HUF), consisted of late Rajasinh Girdhari Singh Varma, his wife Parvatibai and his two sons Udaisingh and Vijaysingh;
- e) Pursuant to the said Agreement for Sale dated 15th September 1966, United Leach Corporation paid the entire consideration to Rajasinh Varma (HUF) in respect of the said property and had been placed in possession of the said property. Rajasinh Varma (HUF) having received the entire consideration from United Leach Corporation in respect of the said property and having handed over possession of the said property to United Leach Corporation, ceased to have any share, right, title, interest, claim or demand of any nature whatsoever in respect of the said property or any part thereof;
- f) On 12th December 1971, the said Mr. Rajasinh Varma died and after his death, late Udaisingh Rajasinh became and/or acted as Karta and manager of the HUF;



- g) By an Agreement dated 23rd July 1980, United Leach Corporation (i) granted development rights to and permitted and authorized late Dharnidhar K. Shah and his nominees and assigns to develop, sell and transfer the said property and (ii) assigned and transferred all their right, title, interest and benefit under the said Agreement dated 15th September 1966 to late Dharnidhar K. Shah and his nominees and assigns and (iii) agreed to sell and transfer the said property to late Dharnidhar K. Shah and his nominees and assigns, for the consideration and on the terms and conditions therein contained.
- h) By a Supplemental Agreement dated 15th July 1985 entered into between the United Leach Corporation and the late Dharnidhar K. Shah, certain terms and conditions of the said Agreement dated 23rd July, 1980 were modified.
- i) Pursuant to the abovementioned Agreement dated 23rd July 1980 and Supplemental Agreement dated 15th July 1985 (i) the late Shri. Dharnidhar K. Shah had been placed in possession of the said property by United Leach Corporation and (ii) an irrevocable Power of Attorney dated 4th December 1985 was executed in favour of Mr. D. K. Shah. United Leach Corporation having granted the Development Rights in respect of the said property and transferred and assigned all their rights, title, interest and benefit under the said Agreement for Sale dated 15th September 1966 and having handed over possession of the said property to late Dharnidhar K. Shah, United Leach Corporation ceased to have any right, title, interest, claim or demand of any nature whatsoever in respect of the said property or any part thereof;

(21)

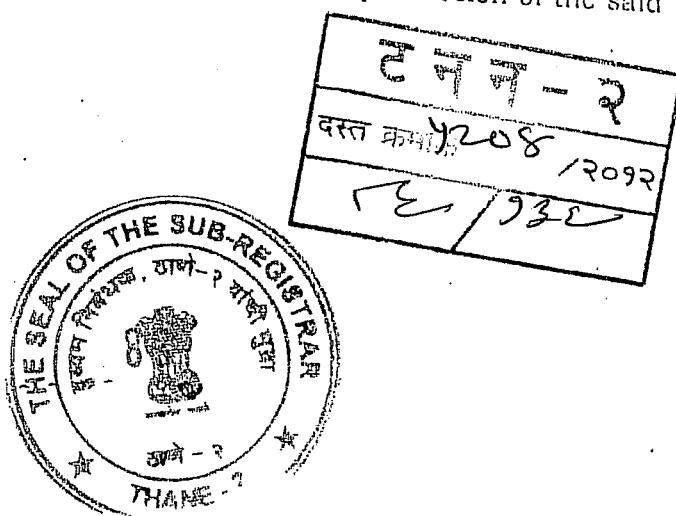


- j) On 12th April 1985, late Mr. Udaisingh Rajasingh Varma died and after his death, Ashok Udaisingh Varma became and/or acted as the karta and manager of the said HUF;
- k) By an Agreement dated 1st October 1986 and Additional Agreement dated 1st October 1989 made and entered into between late Dharnidhar K. Shah of the one part and Transcon Properties Pvt. Ltd. of the other part, late Dharnidhar K. Shah inter alia (i) granted development rights in respect of the said property to Transcon Properties Pvt. Ltd. and its assigns and nominees and (ii) assigned and transferred all his rights, title, interest and benefits under the said Agreement dated 23rd July, 1980 and the said Supplemental Agreement dated 15th July 1985 to Transcon Properties Pvt. Ltd. and its assigns and nominees for the consideration and on the terms and conditions therein contained;
- l) Certain litigation namely Suit No.230/1987 in the Court of Civil Judge (S.D.) Thane had been filed by Vijay Singh inter alia for a declaration that the said property was the separate self acquired property of Rajasingh and not of HUF and therefore he had share therein under Hindu Succession Act, 1956 and in the alternative Vijaysingh had undivided 8/28 share in the said property and in the further alternative for a declaration that Vijay Singh is partner of M/s. United Leach Corporation and other reliefs and for the interim and ad interim reliefs as prayed for thereunder. In the said Special Suit No. 230 of 1987, Parvatibai Rajasingh Varma filed the Written Statement and Counter Claim. The said Suit is settled and Consent Terms were filed in Court on 27th day of April, 2004;

(C7)

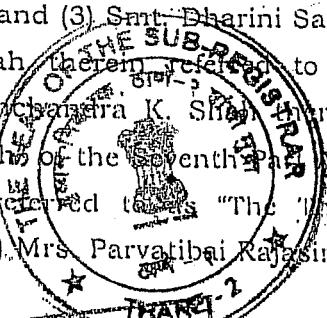
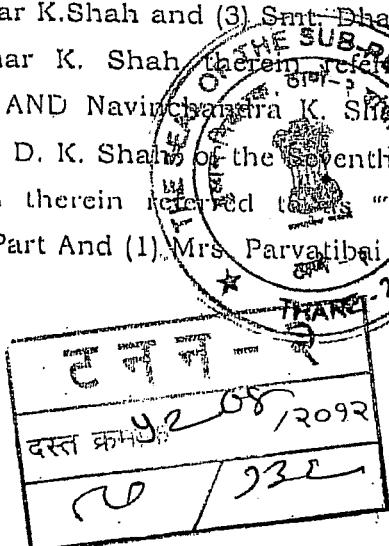


- m) On 25th May 1994, Shri Dharnidhar K. Shah died. Prior thereto he left his last Will and Testament dated 14th February 1994 and Codicil dated 22nd April 1994. Under the said last Will and Codicil of late Dharnidhar K. Shah, Manish Shah his son and Mr. Navinchandra K. Shah, his brother have been appointed as the Executors. Manish Shah herein are the beneficiaries under the said Will and Codicil of late D. K. Shah. Manish Shah and Mr. Navinchandra K. Shah as such executors have filed a Petition being 88 of 2002 in the Hon'ble High Court at Bombay for obtaining probate in respect of the said last Will and Testament dated 14th February 1994 and Codicil dated 22nd April 1994 of late Dharnidhar K. Shah. The said Petition is pending;
- n) After the death of late Dharnidhar K. Shah his heirs and legal representatives have confirmed all the agreements and arrangements between late Dharnidhar K. Shah and Transcon Properties Pvt. Ltd. in respect of the said property including agreement and arrangement contained in the said Agreement dated 1st October 1986 and Additional Agreement dated 1st October 1989;
- o) All the concerned parties have settled all their disputes and claims in respect of the said property and arrived at a settlement as set out in the said Consent Terms dated 27th April, 2004 filed in said suit being Special Suit No. 230 of 1987;
- p) The remaining proceedings i.e. suit being Special Suit No. 733 of 1990 and the Appeal from Order No. 794 have been settled and withdrawn.
- q) As per the Consent Terms, Transcon Properties Pvt. Ltd. KMD Enterprises and Vijay Singh Varma are in joint possession of the said property.



- r) By Development Agreement 31st March, 2006 and registered with the Sub Registrar of Assurances at Thane at TNN-5 at No.2095 of 2006 the Owners and Mr. Vijaysingh Rajasingh Varma, for self and on behalf of and as the Karta and Manager of Vijaysingh Rajasingh Varma (HUF), a Joint and Undivided Hindu Family consisting of himself i.e. Vijaysingh Rajasingh Varma, Mrs. Seema Vijaysingh Varma, Vishal Vijaysingh Varma, Amar Vijaysingh Varma, Ruchita Vijaysingh Varma, therein referred to as the "Vijay Singh" of the Second Part And Transcon Properties Private Limited, therein referred to as "Transcon" of the Third Part And KMD Enterprise, therein referred to as "KMD" of the Fourth Part And 1) Smt. Lilavati D. Shah w/o Late Shri. Dharnidhar K. Shah, (2) Shri. Manish D. Shah s/o Late Shri. Dharnidhar K. Shah and (3) Mrs. Bindu M. Shah, w/o Mr. Manish Shah, therein referred to as "Manish Shah" of the Fifth Part And 1) Mrs. Vishinkuniari Udaisingh Varma, (2) Mr. Ashok Udaisingh Varma, (3) Mr. Sanjay Udaisingh Varma, (4) Ms. Manju Udaisingh(1) Mrs. Vishinkumari Udaisingh Varma, (2) Mr. Ashok Udaisingh Varma, (3) Mr. Sanjay Udaisingh Varma, (4) Ms. Manju Udaisingh Varma, (5) Geetanjali Amarjeet Singh Lal, nee Geetanjali Udaisingh Varma, (6) Mrs. Sunita Ashok Varma, (7) Mrs. Nandini Sanjay Varma, (5) Geetanjali Amarjeet Singh Lal, nee Geetanjali Udaisingh Varma, (6) Mrs. Sunita Ashok Varma, (7) Mrs. Nandini Sanjay Varma, therein for the sake of brevity referred to as "the First Confirming Party" of the Sixth Part And (1) Smt. Mala Vijay Doshi d/o of Late Shri. Dharnidhar K. Shah, (2) Smt. Ishani Kausal Shah d/o of Late Shri. Dharnidhar K. Shah and (3) Smt. Dharini Sagar Shah d/o Late Shri. Dharnidhar K. Shah therein referred to as "daughters of late D. K. Shah" AND Navinchandra K. Shah therein referred to as "the brother of late D. K. Shah" of the Seventh Part And M/s. United Leach Corporation therein referred to as "The Third Confirming Party" of the Eighth Part And (1) Mrs. Parvatibai Rajasingh

(Q)

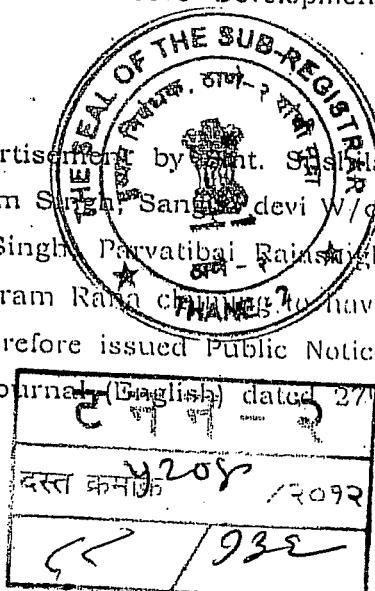


Varma (2) Pramila Abhaysingh and (3) Anita Mangatsingh therein collectively referred to as the "Fourth Confirming Party" of the Ninth Part And (1) Mrs. Seema Vijaysingh Varma, (2) Vishal Vijaysingh Varma, (3) Amar Vijaysingh Varma and (4) Ruchita Vijaysingh Varma for self and as members of Vijay Singh HUF, therein collectively referred to as the "Fifth Confirming Party" of the Tenth Part have given you right and authority and empowered you to develop the said property and you have agreed to pay certain percentage of sale proceeds as provided in the said Agreement as and by way of consideration. You have also agreed to construct in the First Phase area of 10,50,000 built up;

4. We had caused to be issued Public Notice which appeared in the issue of Janmabhoomi (Gujrati) dated 13th November 2003, Navshakti (Marathi) dated 13th November 2003, Free Press Journal (English) dated 13th November 2003, Economic Times (English) dated 13th November 2003, Thane Vaibhav (Marathi) dated 14th November, 2003.
5. In pursuance of the aforesaid Public Notice dated 13th and 14th November, 2003 we had received claims of certain persons which were settled and ultimately you have entered into the above Development Agreement.

6. Thereafter you came across some advertisement by Smt. Shashikala Mahavirsingh Bhardwaj, sarita Devi w/o. Karam Singh, Sangita devi W/o. Shri Jasvinder Singh, Yaspal Singh, Kirtipal Singh, Parvatibai Raina Singh Varma, Pramila Abhaysingh and Anita Mangatram Rana claiming to have some share in the said property. We had therefore issued Public Notice which appeared in the issue of Free Press Journal (English) dated 27th

(A)



August, 2005, Navshakti (Marathi) dated 29th August, 2005 and Janmabhoomi (Gujrati) dated 27th August, 2005.

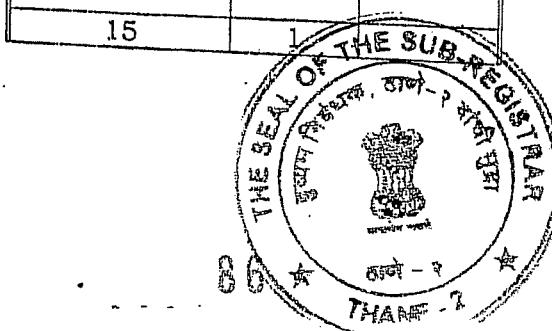
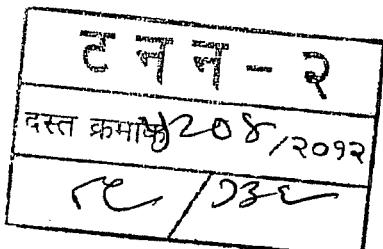
7. Similarly you have received certain objections from certain cultivators claiming to be the cultivators. You have settled with all the alleged 33 cultivators and entered into Agreements with each of them whereby they have declared themselves that they are not the cultivators. They have filed a Suit No. 65/87 in Court of Joint Civil Judge, S.D. Thane and the same is also settled. You have informed us that accordingly the same will be withdrawn within a short time.

8.. In the premises, in our view, title of the above property is clear and marketable and free from all encumbrances.

The Schedule Above Referred To

ALL THOSE piece or parcels of land or ground situated lying and being at Mouje-Majiwada Village in Taluka North Salsette, District Thane and in the Registration Sub-District and District Thane bearing the following Survey Numbers and Hissa Numbers assessment and area as under

Survey No.	Hissa No.	Area in Sq. Mtrs.
12	1	
12	2	
12	3	
12	4	
	Total	12670
13	1	
13	2	
13	3	
	Total	2170
15		

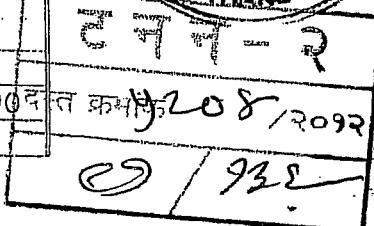


Survey No.	Hissa No.	Area in Sq. Mtrs.
15	2	
15	3	
15	4	
15	5	
	Total	11630
16	1pt	
16	2pt	
16	3	
16	4	
16	5	
16	6	
	Total	10140
17	3	
17	4pt	
17	5	
17	6pt	
	Total	10520
18	3pt	
18	4pt	
18	6pt	
	Total	6980
19	1pt	
19	2pt	
19	3pt	
19	4pt	
19	5pt	
	Total	11460
20	1	
20	2	
20	3	
20	4	
	Total	6680
22	NIL	2380
35	1	
35	2	

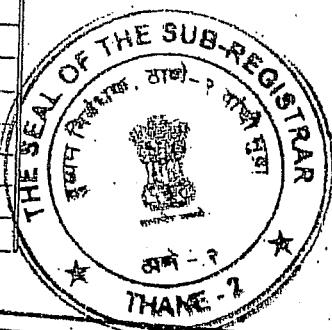
१३८ - २
दस्त कर्ता १२०८ / २०९२
१३८ / १२०८



Survey No.	Hissa No.	Area in Sq. Mtrs.
35	3	
35	4	
35	5	
35	6	
35	7	
35	8	
	Total	11150
36	1	
36	2	
36	3	
36	4	
36	5	
36	6	
36	7	
	Total	10850
37	1	
37	2	
37	3	
37	4	
37	5pt	
37	6	
37	7pt	
37	9pt	
	Total	20210
38	1pt	
38	2	
	Total	3440
41	1	
41	2	
41	3	
41	4	
41	5	
41	6	
41	7	
41	8	
41	9	
	Total	29390



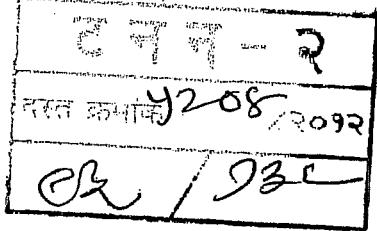
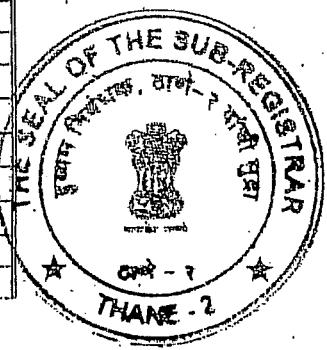
Survey No.	Hissa No.	Area in Sq. Mtrs.
42	1	
42	2	
42	3	
42	4	
42	5	
42	6	
42	7	
	Total	9890
43	1	
43	2	
43	3	
43	4	
43	5	
43	6	
43	7	
43	8	
43	9	
43	10	
43	11	
43	12	
	Total	19270
44	1	
44	2	
44	3	
44	4	
44	5	
44	6	
	Total	10370
45	1	
45	2pt	
45	3	
45	4pt	
45	5pt	
45	7pt	
45	8pt	
45	9	
45	10	
	Total	23770



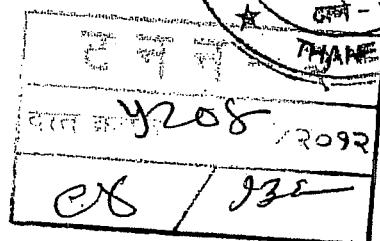
ट न न - २
दस्त प्रयोग १२०८ / २०९२
ER / ९३८

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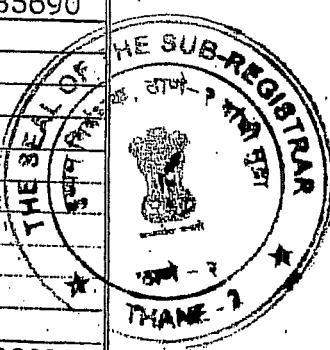
Survey No.	Hissa No.	Area in Sq. Mtrs.
46	1pt	
46	2	
46	3pt	
46	4pt	
46	6pt	
46	7pt	
46	8	
	Total	14090
47	1pt	
47	3pt	
47	4	
47	5	
47	6	
47	7	
47	8	
	Total	14750
48	1	
48	2	
48	3	
48	4	
48	5	
48	6	
48	7	
48	8	
	Total	11860
49	1	
49	2	
49	3	
	Total	2330
50	1	
50	2	
50	3	
	Total	8900
51	1	
51	2	
51	3	
51	4	



Survey No.	Hissa No.	Area in Sq. Mtrs.
51	5	
51	6	
51	7	
51	8	
51	9	
	Total	31130
54	1	
54	2	
54	3	
54	4	
	Total	8700
55	1	
55	2	
55	3	
55	4	
55	5	
	Total	5240
84pt		3410
89		3160
327	2/1	
327	2/2	
327	2/3	
327	2/4	
327	2/5	
327	2/6	
327	2/7	
327	2/8	
327	2/9	
327	C	
	Total	36830
328	3/1	
328	3/2	
328	3/3	
328	3/4	
328	3/5	
328	3/6	



Survey No.	Hissa No.	Area in Sq. Mtrs.
328	3/7	
328	3/8	
328	3/9	
	Total	27190
329	1/1	
329	2	
329	3	
329	4	
329	5pt	
329	6pt	
	Total	19680
345	1	
345	2	
345	3	
345	4	
345	5	
345	6	
345	7	
345	8	
345	9	
345	10	
345	11	
345	12	
345	13	
345	14	
345	15	
345	16	
345	17	
	Total	35690
423 A	1	
423 A	2	
423 A	3	
423 A	4	
423 A	5	
423 A	6	
423 A	7	
423 A	8	
423 A	C	
(423)	Total	28270



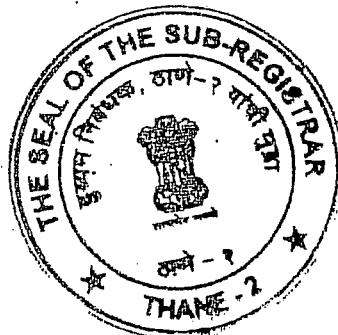
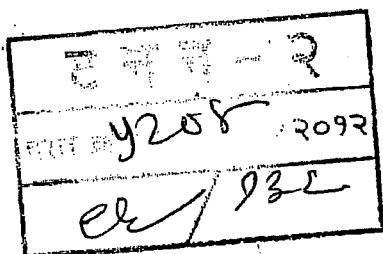
पंक्ति - २
दरत क्र. ४२०८ / १९३८
६५ / १९३८

Survey No.	Hissa No.	Area in Sq. Mtrs.
424A	1	
424A	2	
424A	3	
424A	4	
424A	C	
(424)	Total	26670
383		24410
	Grant Total	515280
Less Area under Reservation		46000
Net Area available for Development		469000

For M/s. Kantilal Underkat & Co.
Advocates and Solicitors

K.L.Underkal

Proprietor



Annexure: "E"

गांव नमुना सात (प्राप्तिकार अपतंजी छड्क)

गांधी - भारतीयता

मातृगति

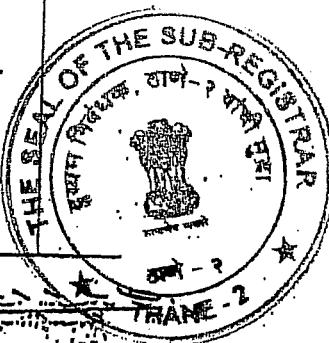
માર્ગ ચાર

प्राप्ति विवरण	प्राप्ति क्रमांकना उत्तरिता	प्राप्ति पट्टी	१८०७ प्राप्ति विवरण नंबर २५३
प. ग. १२.	९.		
संदेश प्राप्ति विवरण			
प्राप्ति विवरण	इकाई	आ	
	०-९८-९		
	- -		
एकाई	०-९८-९		
प. ग. (प्राप्ति विवरण रक्षासंख्या)			
कर्ता (अ)			
कर्ता (ब)			
एकाई			
	० = ९८		
प्राप्ति विवरण नंबर २५३			

हिंदू अधिकारी
ग्राहुताप्ति द्वारा दृष्टिगत (महाराजे मर्यादा)
धारणा कांपदा अधिनियम १९७६ चैं
कलम १० (१) अन्यथे प्रतिरिद्द
स्थान घोषीत केलेल्या घमोनी.

मिथा आणि भूरावड चिन्ह

गांव नमुना बांरा (पिलाई नौद छो)



સુલા. કૃતી. વિજય

गांव नमुना सात (आपदा अभियान प्रक्रिया)

पु. ग. १

पर - नामिनी

प्रक्रिया - २०४०

फैसले गंव

प्रयोग क्रमांक	प्रयोग क्रमांक	प्रयोग क्रमांक
प्रयोग क्रमांक	प्रयोग क्रमांक	प्रयोग क्रमांक
५. ३. २	२	
संगठन क्रमांक		
सामग्री क्रमांक	५०३-२	ग्राम
	—	—
पहला	०-०३-२	
ग्राम (सामग्री क्रमांक)		
ग्राम (अ)		
ग्राम (ब)		
प्रयोग	२-२५	
प्रयोग क्रमांक		
प्रयोग क्रमांक		

प्रयोग क्रमांक
७६७६ १२०४०

प्रयोग क्रमांक
संस्था उत्पादन क्रमी
चिकित्सा राज्य स्वीकारक्रम
ए. कुण्डलिया क्रमी

८२०४०

इस अधिकार
महाराष्ट्र नागरिक जमीन कमाल एवं द
कारण साधा अधिकार १९५१ व
कल १० (१). मत्वये अतिरि
हेतु घोषोत्तम सेवा याचीनी.

२२००

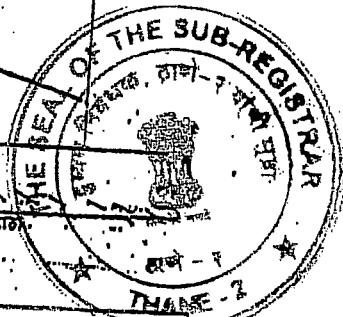
दिनांक प्राप्ति

गांव नमुना बारा (तिकांडी नोंद वडी)

क्रमांक	प्रियंका प्राप्ति क्रमांक	प्रियंका प्राप्ति क्रमांक	सामग्री क्रमांक	उपत्यका क्रमांक	उपत्यका क्रमांक	उपत्यका क्रमांक	उपत्यका क्रमांक
					प्राप्ति क्रमांक	प्राप्ति क्रमांक	प्राप्ति क्रमांक
८५१०२	१. आ. १. आ.	१. आ. १. आ.	१. आ. १. आ.	१. आ. १. आ.	१. आ. १. आ.	१. आ. १. आ.	१. आ. १. आ.

प्रयोग क्रमांक प्राप्ति क्रमांक

मात्रा ९८/१९/०५



टक्का - २
दस्तख - ४२०८/२०९२
१८/१९८

९४ ९५

गांव नमुना सात (गोपकार आमलेख पत्रक)

४४ - सातीदेव

शास्त्रम् - चारो

ખર્ચનાં અધ્યાત્મિક:	ખર્ચનાં માર્ગીયાના	ખર્ચનાં વિવિધ:
શ. રૂ. ७२	३	
સુપોર્ટ અધ્યાત્મિક ખર્ચ		
સારાદી થોડા ખર્ચ	દસ્તાર	આ
	०-२	२-२
	—	—
એકાં	०-३	८-२
શ. રૂ. (સારાદી થોડા ખર્ચનાં)		
શર્ષ (શ)		S
શર્ષ (શ)		
એકાં		
સારાદી	१-८	८-८
સારાદી થોડા ખર્ચનાં		

पंचांगादाता पांडित
 १५८७ २०४९

अस्त्रोऽनु उदयसिंग वर्मी
 मंत्राच उदयसिंग वर्मी
 निश्चालसिंग रघुवरसिंह वर्मी
 ए. कुमारु. निश्चालसिंग वर्मी

१५८८

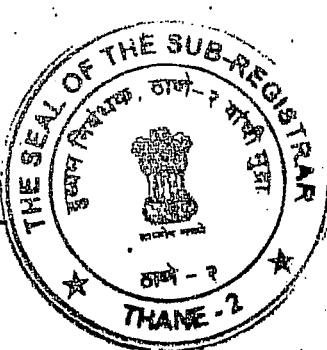
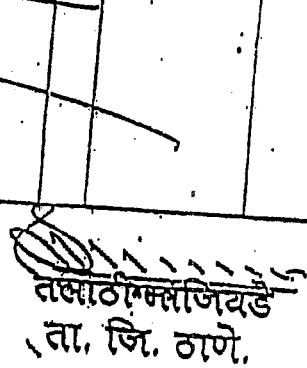
पहुँचाइ भागरो भसीन कथाज पर्वता
 धार्या अस्त्रकां विप्रिलिङ्ग १९८५ ५
 फलम ३० (१) अस्त्रकं भासि (५६)
 महेन धोवीत केलेल्या जासोनी;

प्रिया आणि पूर्वार्द्ध प्रियः

गांव नमुना बाजार (रिकापी चॉट वडो)

अमृत अमृत अमृत अमृत अमृत

95/99/04



गांव नमुना सात (आष्टकार अभिलेख प्रस्तुत)

— ३४ —

• शास्त्री - गोपी

દુર્ગાપ્રચાર

पूर्णव अवधि	पूर्णव अवधि काला उपरिवाह	पूर्णव पकड़ी	पूर्णवार्ता मास
३. ए. फ्रूट	४		२०७९
सेवने उपयोग कर्ता			२०८०
पूर्णव खाना देता	बट्टा	आ	अरोग्य उपचारिंग यमा संजय उद्धविंग कर्मा विजय सिंग रघुवर्सिंग वर्मा ए. चु. चु. अक्षिभवसिंग घमा
	०-३२-०		२५३५
	—	—	
एकला	०-७३-२-४		
३. ए. (ताज़ाप्रो योग बमासंस)			
वर्ष (३०)			
वर्ष (३)			
एकला	S		
पूर्णवार्ता प्रयोगिका विवर आकाशो	१-८-६५		

प्रिया आर्ण अनासु दिनं

गांव नमुना बारा (पिकांची शोड तरो)



तलाज्जिगाजिवड
. ता. जि. ठाणे.

टनन - ३
दस्त कर्ता २०८ / २-१९३२
९०० / ९३२

गांव नमुना सात (अधिकार अधिकारी घर)

मा. - मात्रि ७५

नमुना १४६

मा. ८५

प्राप्ति क्रमांक	प्राप्ति क्रमांक	प्राप्ति क्रमांक	संगत दस्तावेज़
मा. ११ ९३	९		(१८७) (२०७)
संगत दस्तावेज़			मेशोल उद्योगी नगर संगत उद्योगी घर विजयसिंह एकास्ती नगर
सापड़ी घाट दस्त	दस्त	आ	(२५३९)
	०-०	७-३	
	—	—	
एका	०-०	६-३	
पा. च (सापड़ी घाट वाले)			
पा. (अ)			
पा. (ब)			
एका			
अधिकारी	०	३२	(२२०)
मुद्रा किंवा विरोप आकारणी			पा. भाई भूमिंद्र ठाके

प्राप्ति क्रमांक

पा. भाई

धृष्टाराष्ट्र नामांकन भर्ती ११७५
घाराणा कायदा अधिनियम ११७६
फलम. १० (१) गन्धये भतिला
मुंबून दोपीत केलेल्या जासूनी.

पा. भाई भूमिंद्र ठाके

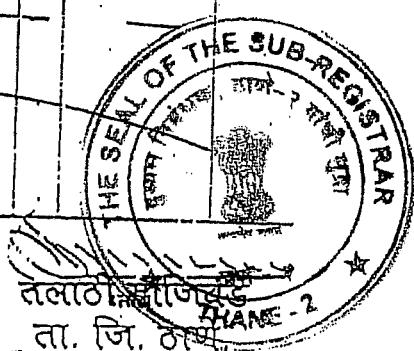
गांव नमुना बारा (पिनांचे नोंदवणे)

क्रमांक	पिकाजातोल हेड्रापा वर्षांत						विरेन पिकाजातोल हेड्रापा						सापड़ीप्राते ग्रन्ती रपतातोल दस्त	सापड़ीप्राते ग्रन्ती रपतातोल दस्त	
	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त	प्राप्ति दस्त			
१५०८	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.	१.भा.

प्राप्ति दस्तूर द्वारा रपतात दिले गांव.

९८/७७/०५

११८



टनन - २

दस्त क्रमांक २०८ / २०९२

९०९	९३८
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गांव नमुना सात (अधिकार अंगतेज प्रक्र.)

१७ - ग्रामीण

गांव - गोणे

मुख्य मंत्र

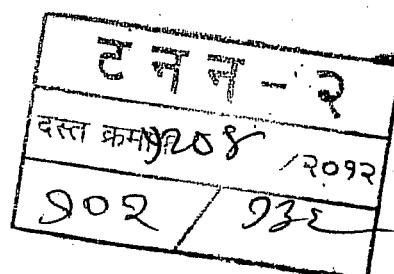
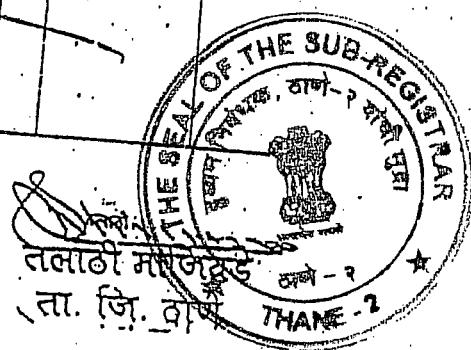
प्रधान दामांड़	प्रधान प्रधानांड़ा प्रधानांड़ा	प्रधान पद्धतो	प्रधानांड़ा चांड़
५. नं. ७३	२....		(१६६) (२०८)
संतोष राधाराम चांड़			अरोन्ह उपभोग्य वर्ष
सागवडे योग्य दाम	लंगा	भा.	संतोष उपभोग्य वर्ष
	० - ०८ - ९	-	सिंहासिंह राजप्रिण्ड कमी
प्रधान	० - ०८ - ९	-	ए. कु. कु. सिंह भाल्हिंग लम्हे
५. च. (सागवडे योग्य दामांड़ा)			(२५६)
दाम (अ)			सामिका स. न. १५४ प्रभागे
दाम (ब)			माइपे ला. एवं अन्या अन्या अन्या
प्रधान			नाम लाल भाटे
अधिकारी गुरु विकास विश्व आकारण	० - ७५		सिया आणि प्रधान पिंड

गांव नमुना बारा (विकारी घोद वडा)

वर्ष	नाम	प्रिकापातीत सेपाया उपरात					प्रिकापातीत सेव					सागवडे प्रधान उपरात सेवानी योग्य	सागवडे प्रधान उपरात सेवानी योग्य	सागवडे प्रधान उपरात सेवानी योग्य
		प्रधान	प्रधान	प्रधान	प्रधान	प्रधान	प्रधान	प्रधान	प्रधान	प्रधान	प्रधान			
१९७४	हे.भार. हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.	हे.भार.

प्रधान दामांड़ यांड़ वडा दिले गये.

१९/१९९/०५



गांव नमुना सति (आंपडार अभियोग पक्ष)

गांव - माजिवडे

कात्रा - बाणी

पूर्वांचल प्रभाग	पूर्वांचल प्रभाग	पूर्वांचल प्रभाग	पूर्वांचल प्रभाग
न. १३	३		(७८१) २७६७
गांव-प्राचीन नाम		अशोक उपनामिंद्र नमि	कुलांग बांग
स्थानकार्यालय दृष्टि	दृष्टि	मंजुभ अद्वितीय दृष्टि	
	०-० ८-३	पिंडांची नमासी, दृष्टि	
	—	ए कुळ विकासालय दृष्टि	
प्रह्ला	०-० ८-३	(२४३८)	
प. घ. (स्थानकार्यालय उपनामिंद्र)			
वर्ष (म)			इतिहासिक इतिहासिक इतिहासिक
दा. (व)			कात्रा १० (१) भवये अविवेद्य
प्रकाश			महान् घोषोत केलेल्या घघोवी.
स्थानकार्यालय विकासालय भाकारणो	० = ३३		(२२००)

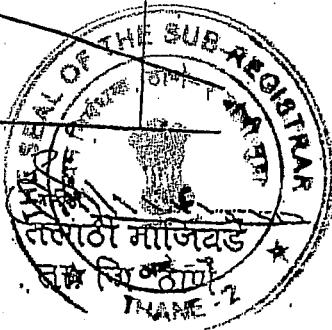
इतिहासिक स. नं. ७ नं. १२५०८ दर्शक
दाता आलू देव.
पहारावडे नामाते घमीत फालाडे लद्दाख
धरणा कापडा मधिनिपम (१५६ ले
कात्रा १० (१) भवये अविवेद्य
महान् घोषोत केलेल्या घघोवी.
प्राण प्राण प्राण विकास

गांव नमुना बांग (पिकांची चौंद वडी)

पिकांचालोत सेवाण्य ठपरीत	पिकांचालोत सेवाण्य ठपरीत			पिकांचालोत सेवाण्य ठपरीत	पिकांचालोत सेवाण्य ठपरीत
	पिकांचालोत सेवा	पिकांचालोत सेवा	पिकांचालोत सेवा		
प्रभाग	१	२	३	४	५
प्रभाग	६	७	८	९	१०
प्रभाग	११	१२	१३	१४	१५
प्रभाग	१५	१६	१७	१८	१९
प्रभाग	१९	२०	२१	२२	२३
प्रभाग	२३	२४	२५	२६	२७
प्रभाग	२७	२८	२९	३०	३१
प्रभाग	३१	३२	३३	३४	३५
प्रभाग	३५	३६	३७	३८	३९
प्रभाग	३९	४०	४१	४२	४३
प्रभाग	४३	४४	४५	४६	४७
प्रभाग	४७	४८	४९	५०	५१
प्रभाग	५१	५२	५३	५४	५५
प्रभाग	५५	५६	५७	५८	५९
प्रभाग	५९	६०	६१	६२	६३
प्रभाग	६३	६४	६५	६६	६७
प्रभाग	६७	६८	६९	७०	७१
प्रभाग	७१	७२	७३	७४	७५
प्रभाग	७५	७६	७७	७८	७९
प्रभाग	७९	८०	८१	८२	८३
प्रभाग	८३	८४	८५	८६	८७
प्रभाग	८७	८८	८९	९०	९१
प्रभाग	९१	९२	९३	९४	९५
प्रभाग	९५	९६	९७	९८	९९
प्रभाग	९९	१००	१०१	१०२	१०३

भासत रात्रुं घोर रात्रुं रात्रुं दिने घोर.

१८/१९९१०५



१८/१/१९९२	१२०८
दस्त क्रमांक	१२०९२
१०३	१३८

९९

100

गांव नमुना स्थात (अधिकार आणि लेख प्रक्रिया)

सुल्तान ()

पांच - अप्रैल १९८५
तारीख - ६/४

भूमध्य लकडावा	भूमध्य लकडावा	भूमध्य लकडावा	भूमध्य लकडावा
५.३० - २४	७		५६० ३५८ ४२८ ५८५
रोतीये इथाकिंच नांद			५६८ ५८८ ५८८ ५८८
ताणवजी योग देऊ	हेटर	आर	२४३६ २६३८
	०.२८ -०		
	- -		
एकाण	०.२८ -०		
पा.प. (सामाजी योग नामांतर)			
रा. (अ)			
रा. (ब)			
एकाण			
आकाशी			
पुढो लिंग विशेष आकाशी	०.८-८		२८८०

उक्काचे नांद

स्त्रा अधिकार २४३६ २६३८

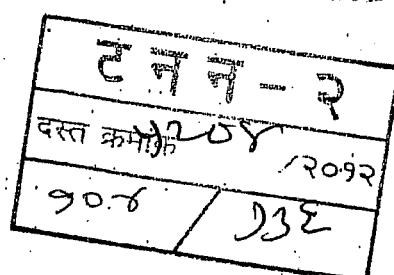
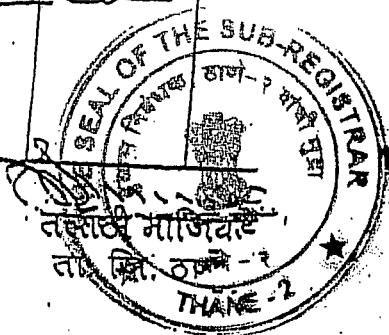
सिसां आणि भूमध्य प्रिष्ठ

गांव नमुना दारा (पिलापी नांद पही)

वर्ष	पिलापी यासील देशापा तपारीत						सामाजी यासील देशापा तपारीत	कर्तव्यावधीन संस्था	कर्तव्यावधीन संस्था	कर्तव्यावधीन संस्था	कर्तव्यावधीन संस्था
	पिलापी यासील क्षेत्र	निर्मल दिवा यासील क्षेत्र	पिलापी यासील क्षेत्र	पिलापी यासील क्षेत्र	पिलापी यासील क्षेत्र	पिलापी यासील क्षेत्र					
०५/०६	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.	१.आ.
	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.	२.आ.

२४३६ ०.२८ -०

१६ अप्रैल



100

101

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)
SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE.

सब प्लॉट नं. १ :- टाईप अे :- पोडीयम + स्टीलट + २७ मजले

टाईप बी :- पोडीयम + स्टीलट + २७ मजले

टाईप सी :- पोडीयम + स्टीलट + २७ मजले

टाईप डी :- पोडीयम + स्टीलट + २७ मजले

ATHENA



सब प्लॉट नं. २ :- टाईप अे :- स्टीलट + १८ मजले

टाईप बी :- स्टीलट + १८ मजले

ATELIER

सब प्लॉट नं. ४ :- टाईप अे :- स्टीलट + १८ मजले

टाईप बी :- स्टीलट + १८ मजले

टाईप सी :- स्टीलट + २ रा मजला पार्ट

सब प्लॉट नं. ५ :- टाईप नं. २ विंग अे :- पोडीयम + स्टीलट + २७ मजले

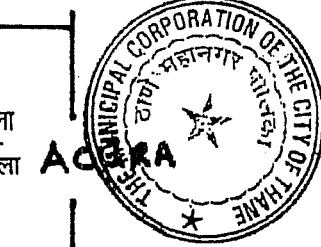
टाईप नं. २ विंग बी :- पोडीयम + स्टीलट + २७ मजले

टाईप नं. २ विंग सी :- पोडीयम + स्टीलट + १८ मजला

टाईप नं. २ विंग डी :- पोडीयम + स्टीलट + १८ मजला

टाईप नं. ३ विंग ई :- पोडीयम + स्टीलट + ११ मजले

टाईप नं. १(बेघरांसाठी घरे) :- स्टीलट + १२ मजले



V.P. NO.S05/0022/10

TMC/TDD/0365/11 DATE 31/3/2011

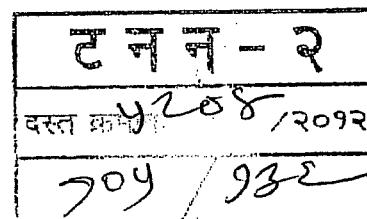
To,

Archetype Consultant (I.) Pvt. Ltd. (ARCHITECT)

M/S. KAPSTONE CONSTRUCTION PVT.LTD. (OWNER & DEVELOPER)

Sir,

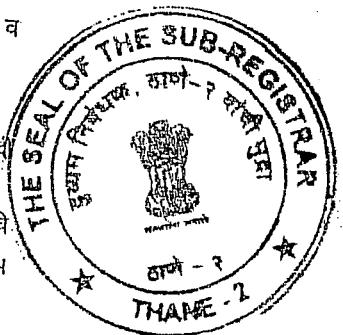
With reference to your application No.55027 dated 15/02/2011 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act. 1966 to carry out development work and or to erect building No. as above in Village Majiwade Sector No. 5 situated at Road / Street Mumbai Nashik Bypass Road, Road S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/1, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1Part, 30/2, 30/3, 30/5pt., 30/6pt., 30/7, 35/1, 35/2, 35/3, 35/4, 35/5, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5 A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 54/1, 54/2, 54/3.



2

327/2B, 327/2 C , 327/2 D, 327/2E, 327/2 F, 327/2 G, 327/2 H, 327/2J, 327/4 ,
328/1, 328/2 , 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G , 328/3H,
345/5, 345/6, 345/7 , 345/8, 345/9 , 345/10, 345/11, 345/12, 345/13, 345/14,
345/15, 345/16, 345/17, 383, 423/1A, 423/1B , 423/1C, 423/1D, 423/1E , 423/1F ,
423/1G, 423/1H , 423/10, 424/1A, 424/1B, 424/1C, 424/1D , 424/6, 386/1 the
development permission / the commencement certificate is granted subject to
the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
 - 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
 - 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
 - 4) The Permission does not entitle you to develop the land which does not vest in you.
 - 5) शासनाने स्पेशल टाऊनशीप बाबत दिलेल्या सी.एम.एस./१२०७/२२०/सी.आर.५४१/
०८/यु.डी.१२ दि. २४/०८/२००९ मधील लोकेशनल क्लीअरन्स मधील अटी बंधनकारक
राहील.
 - 6) उप संचालक नगर रचना कोकण विभाग, नवी मुंबई यांचेकडील जावक क्र.ठामपा /विशेष नगर/
मैजे माजिवडा टाऊनशीप / उसनरकोवि/ ३०७५ दि. ८/१०/२०१० मधील सर्व अटी
बंधनकारक राहील.
 - 7) एम.ओ.ई.एफ कडील पत्र क्र. २१/४६८/२००७ - I व II दि. ०६/०७/२००९ रोजी
दिलेल्या इनक्वॉरमेंट क्लीअरन्स मधील सर्व अटी बंधनकारक राहील.
 - 8) सी.आर.झे.ड -II मधील बांधकामाबाबत एम.ओ.ई.एफ कडील ना भरनारा दाखला सादर करणे
आवश्यक राहील व तदनंतरच संपूर्ण विशेष नगर वसाहतीचे अभिन्यासास अंतिम मंजूरी देण्यात
येईल. त्या शिवाय कोणत्याही उप भूखडात पुढील बांधकाम परवानगी देण्यात येणार नाही.
 - 9) महाराष्ट्र पोल्युशन बोर्ड यांचे दि. १०/११/२००६ चे पत्रामधील सर्व अटी बंधनकारक राहील.
 - 10) इंरिगेशन डिपार्टमेंट यांचे दि. २३/१०/२००८ यांचे ना हरकत दाखल्यामधील अटी बंधनकारक
राहील.
 - 11) डेप्युटी फॉरेस्ट ऑफिसर, ठाणे फॉरेस्ट डिव्हीजन दि. १०/१०/२००७ चे पत्रामधील सर्व अटी
बंधनकारक राहील.
 - 12) स्पेशल टाऊनशीप स्कीम मधील ठाणे शहराच्या मंजूर विकास आराखड्यानुसार असलेले सर्व
डी.पी. रस्ते, ठाणे महानगरपालिकेच्या स्पेसिफिकेशन प्रमाणे डेक्हलप करणे बंधनकारक राहील व
सदर रस्ते सार्वजनिक वापरासाठी खुले ठेवणे बंधनकारक राहील.
 - 13) मैनग्रोव्हज खालील दर्शविलेल्या क्षेत्राचे संरक्षण करणे बंधनकारक आहे.
 - 14) विकास प्रस्तावा अंतर्गत दर्शविलेली सर्व आरक्षणे विकास नियंत्रण नियमाबदली मधील तरतुद
नुसार विकसित करणे बंधनकारक राहील.
- उच्च न्यायालय यांचे कडे प्रलंबित असलेल्या रिट्रिटीशन क्र. ९३६४/२००७ चे
स्थीर्यालयीन दाव्यामधील निर्णय विकासक यांचेवर बंधनकारक राहील व आवश्यक असल्यास
सुलभ क्षेत्र शासनाकडून खरेदी करणे विकासक यांचेवर बंधनकारक राहील.
सुलभ क्षेत्र शासनाकडून खरेदी करणे विकासक यांचेवर बंधनकारक राहील.
सुलभ क्षेत्र शासनाकडून खरेदी करणे विकासक यांचेवर बंधनकारक राहील.
सुलभ क्षेत्र शासनाकडून खरेदी करणे विकासक यांचेवर बंधनकारक राहील.



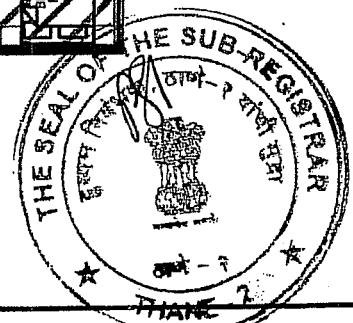
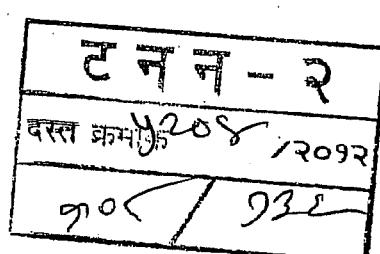
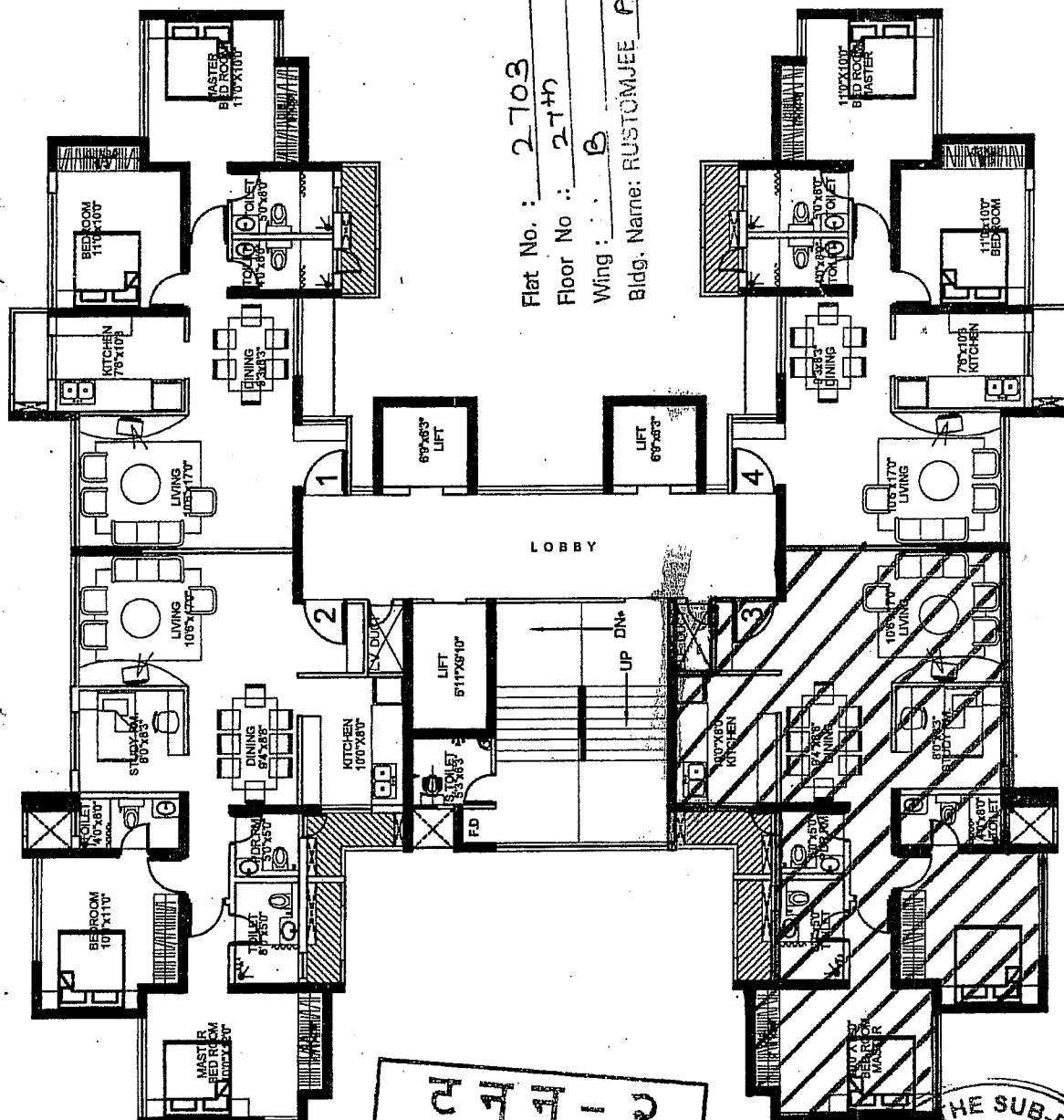
ठाणे - २	
दस्त क्र. ४२०८ /२०१२	
३०८ / १३८	

Annexure "G"

P K Kali

~~WING-A~~ WING-B

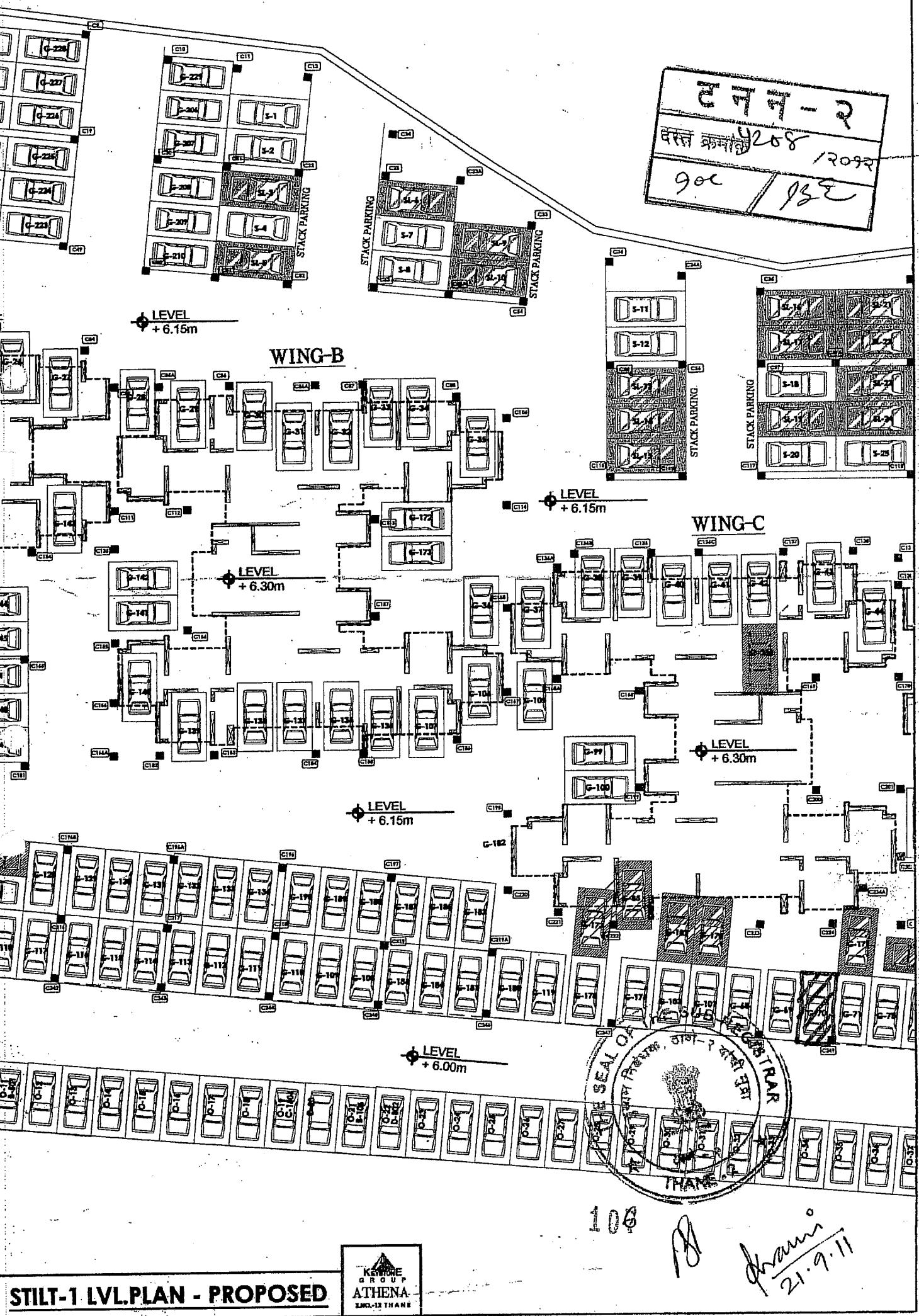
TYPICAL FLOOR PLAN



Rustonjee 'URBANIA
ATHENA

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PARKING: Podium No.G-70

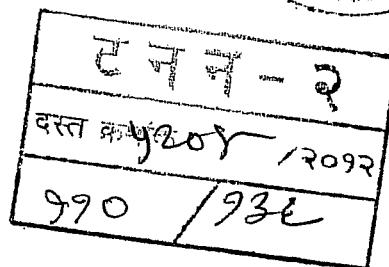
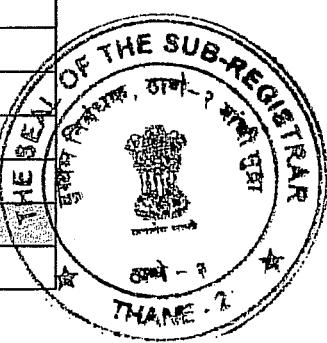


STILT-1 LVL.PLAN - PROPOSED

The logo consists of a stylized pyramid icon above the text "KESTONE GROUP ATHENA" and "EMLC-12 THANE".

**Annexure: Fixtures, Fittings and Amenities in the building and
the Premises**

Sr.No.	Description
A	Plumbing
1	Wall Mounted English WC
2	Seat Cover
3	Wash Basin
4	Shower Head
5	Basin Cock
6	Health Fauset jet Spray
7	Two way Bib cock
8	Instant Water heater
9	Kitch Sink (W/O Drain Board)
10	Sink Cock
11	Bib Cock
12	Pumps
12.1	Domestic & Flushing Pumps
12.2	Flushing Pumps
B	Flooring & Tiling Work
1	Vitrified Tile for flooring
2	Ceramic tile for dado
3	Granite wash Basin counter
C	Doors & Doors frames
C.1	Frames
1	Ghana teak Wood Door Frame
2	Red Miranti Door Frame
3	Granite door frame for kitchen and toilet
C.2	Shutters
1	Main door - Flush door
2	Internal Door - Flush door
C.3	Door Finishing
1	Veneer for Main Door
2	Lamination for Bed Room Door
D	Lifts
1	Passenger & Stretcher Lifts



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ग्रन्था. ग्रं. १५

रजिस्टर्ड नं. एमएच/एमगार/साइथ-२२९/२०७६-०८



महाराष्ट्र शासन चाजीपत्र

असेंवांडोरण

प्राधिकारी प्रकारोन

मुंगऱ्यांर, झोनेवारी ५५, ३०८८/घोर २५, राय १९२९

प्रतंत्र राजकलग म्हणून फाईच फारण्यासाठी पा. भावाला येगाळे पृष्ठ नावांक दिले गेले.

भारत आर-ब

महाराष्ट्र शासनाने इतराप्त अधिनियांमध्ये साधार घेलेले (गांग एग, एक-ज आणि एक-ज
मांभद्रे प्रक्रिये येलेले निया य. गांधी यांव्हतिरिंगत) नियम या गांधी.

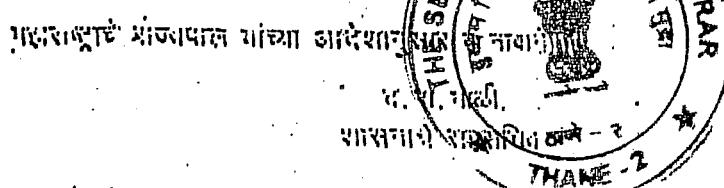
महसूल य गन विग्रह

नंगासारी, गुरु ४०७ ०३२, दिनांक १५ दारोदी २००८

आदेश

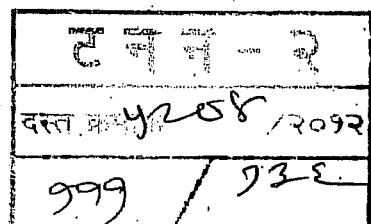
दुर्दृश मुद्रांक अधिनियम, १९५८.

ग्रामांग मुद्रांक, १९५८/गु.ओ.आर.ग्र/प्र.ग्र.५३६/१-१---दुर्दृश मुद्रांक अधिनियम, १९५८.
(१९५८ घा गुरु ६०) या ला जोडलेला अनुसूची एका द्या अनुसंद २५. खंड (य) व (उ) अन्यो "विशेष
नियर पक्षाण्ड गवालन" "हणून अधिसूचित कोलेत्या क्षेत्राच्या टिकाणी असलेल्या मालासेच्या यिनी
संवेदातील कराराच्या किंवा गणितस्तोतरांप्रमाणे संहाराचार आमारणीयोग्य असलेले गुदांक, शुल्क
कामी करणे होकाहितास्तय आवश्यक आहे, याचात साहाय्य, शाशांती उद्दीपनानुसारे गाहणार
शाशन, याद्वारे, उगत अंधिनियांमध्ये गवात ५ द्या राज (य) तारे प्रद. फारण्यासाठी अलेल्या अप्रतिकृत
वापर पालन, से पुढील शुल्क ५० टपाळांमधी गांगी घरीता आहे.



१५ ग्रं. १५-११

(६.१)



विभागास योग्यना -ठाणे

भौजे शाजीवडे, ता. जि. ठाणे येथील जमिनीवरीत
प्रस्तावित विशेष नगर वसाहत प्रकल्पास
महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम
१९६६ चे कलम ४५ अन्वये लोकेशनल विलअंरन्त
देण्याबाबत .

महाराष्ट्र शासन

नगर विकास विभाग,
शासन निर्णय क्र. मुमंस/ टिप्पीएस-१२०७/२२०/प्र.क. ५४१/०८/नवि-१२
मंत्रालय, मुंबई : ४०० ०३२,
दिनांक : २४ ऑगस्ट २००९

शासन निर्णय: सोबतची शासकीय अधिसूचना (मराठी व इंग्रजी) महाराष्ट्र शासनाच्या राजपत्रात प्रसिद्ध करावी.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार दा नांदाने,

(अशोक बा. पाटील)
कार्यासन अधिकारी

प्रति.

- १) अप्पर मुख्य सचिव, गहसुत विभाग, मंत्रालय, मुंबई-३२.
- २) विभागीय आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई.
- ३) संचालक, नगररचना, महाराष्ट्र राज्य, पुणे.
- ४) आयुक्त, ठाणे महानगरपालिका, ठाणे.
- ५) जिल्हाधिकारी, जिल्हा ठाणे
- ६) उपसंचालक, नगर रचना, कोकण विभाग, कोकण भवन, नवी मुंबई.
- ७) सहायक संचालक: नगर रचना, ठाणे शाखा, ठाणे
- ८) श्री. बोमण आर. ईरापांडी, व्यवस्थापकीय संचालक, मे. कॅपस्टोन कन्स्ट्रक्शन प्रा.लि, जेएमसी हाऊस, निसलरी कंप्याऊड, थेस्टां एक्स्प्रेस हायवे, उंधेरी (पुर्व) मुंबई-४०० ०९९.
- ९) व्यवस्थापक, शासकीय मुद्रणालय, चर्नी रोड, मुंबई.
(त्यांना विनंती की, सांबतची शासकीय अधिसूचना महाराष्ट्र शासनाच्या राजपत्राच्या भाग-१ कोकण विभागीय पुरवणीमध्ये प्रसिद्ध करून त्यांच्या प्रत्येकी ०५ ग्राती या विभागास, संचालक नगर रचना, महाराष्ट्र राज्य, पुणे. आयुक्त, ठाणे महानगरपालिका, उपसंचालक, नगर रचना, कोकण विभाग, कोकण यांना पाठवाव्यात.)
- १०) फक्त अधिकारी, कार्यासन नवि-२९, नगर विकास विभाग, मंत्रालय, मुंबई त्यांना विनंती की, सन्दर्भ सूचना विभागाच्या बेब साईटवर प्रसिद्ध करावी.
- ११) निवडनस्ती (कार्यासन नवि-१२)

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दस्त क्रमांक २०८/२०९२

२२२ / ९३८

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अधिसूचना
नगर विकास विभाग
मंत्रालय, मुंबई - ४०० ०३२.
दिनांक : २४ ऑगस्ट, २००९.

क्रमांक :- मुमंस/टिपीएस-१२०७/२२०/प्र.क्र.५४१/०८/नवि-१२

महाराष्ट्र
प्रादेशिक
व नगर रथना
अधिनियम
१९६६

ज्या अर्थी, ठाणे शहराची विकास योजना (यापुढे ज्यास "उक्त विकास योजना" असे संबोधिले आहे) शासन अधिसूचना नगर विकास विभाग क्रमांक टिपीएस-१२०७/१३१९/प्र.क्र.१४८/१७/नवि-१२ दिनांक ४ ऑक्टोबर १९९९ अन्वये महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ (यापुढे "उक्त अधिनियम" "असा संबोधिलेला) चे कलम ३१ अन्वये मंजूर झाली असून ती दिनांक २२/११/१९९९ पासून अमलात आली आहे;

आणि ज्या अर्थी, उक्त अधिनियमाचे कलम ३७ (२) मधील तरतुदीनुसार अधिसूचना क्रमांक टिपीएस-१२०४/ठाणे विधो/विनिनि/नवि-१२ दिनांक २५ मे २००६ द्वारे विशेष नगर वसाहतीचे नियम (यापुढे "उक्त नियम" "असे संबोधिलेला") मंजूर आहेत;

आणि ज्या अर्थी, मे.कॅपस्टोन कन्स्ट्रक्शन्स प्रा.लि. यांनी शासनासे ठाणे महानगरपालिका हृदीतील त्यांच्या मौजे माजिवडे, ताळुका व जिल्हा ठाणे येथील जमिनीवर प्रस्तावित विशेष नगर वसाहत प्रकल्पाला लोकेशंनल कलीअंरन्स मिळावे असा अर्ज सादर केला होता;

आणि ज्या अर्थी, अर्जदार कपनीने प्रस्तावित विशेष नगर वसाहत प्रकल्पाखालील एकूण १३०.२३ एकर क्षेत्रापैकी सुमारे १२.५४ एकर शासकीय जमिन वगळून उर्वरीत सुमारे ११७.६९ एकर खाजगी जमिनीच्या मालकांशी विकास करार (Development Agreement) केलेला आहे,

आणि ज्या अर्थी, अर्जदार कपनीने सादर केलेल्या विशेष नगर वसाहत प्रस्तावाची छाननी केल्यानंतर एकूण क्षेत्रापैकी मॅन्योव्हजने बाधित सुमारे १०.५७ एकर व गावठाणापासून २०० मी. अंतरातील ०.५३ एकर असे एकूण ११.१० एकर क्षेत्र वजा करणे आवश्यक असल्याचे दिसून आले आहे व सदर क्षेत्राची वजावट केल्यानंतर प्रस्तावाखालील एकूण क्षेत्र सुमारे ११९.१३ एकर एवढे परिगणीत होईल;

आणि ज्या अर्थी, मे.कॅपस्टोन कन्स्ट्रक्शन्स प्रा.लि. यांच्या विशेष नगर वसाहत प्रकल्पासाठी राज्य शासनाच्या जलसंपदा विभागाने काही अद्युत श्रृंखला ठाणे प्रमाणपत्र दिले आहे;

आणि ज्या अर्थी, संचालक, नगर रचना यांचेशी सल्लागाहानंतर केलेली आणि आवश्यक ती चौकशी केल्यानंतर शासनाने मे.कॅपस्टोन कन्स्ट्रक्शन्स प्रा.लि. यांनी शासनास सादर केलेल्या विशेष नगर वसाहत प्रस्तावास उक्त अधिनियमाचे कलम ४५ मधील तरतुदीनुसार प्राप्त असलेल्या अधिकारान्वये विशेष नगर वसाहत प्रकल्पास ठाणे

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२७६	/१३६

अधिसूचित करून काही अटीवर लोकेशंनल क्लिअरन्स देण्यात यावा असे शासनाचे मत झाले आहे :

आणि त्याअर्थी, उक्त अधिनियमाच्या कलम ४५ मधील तरतुदीनुसार प्राप्त असलेल्या अधिकारान्वये शासन मे.कॅपस्टोन कन्ट्रक्शन्स प्रा.लि. ठाणे यांनी पोजे माजिवडे, ता.जिं.ठाणे घेथील सुमारे ११९.१३ एकर (सुमारे १०६.५९ एकर खाजगी व सुमारे १२.५४ एकर शासकीय जमिन) सोबतच्या प्रपत्रात नमुद केल्यानुसार "विशेष नगर वसाहत प्रकल्प" म्हणून अधिसूचित करून खालील नमुद अटीस अधिन राहून लोकेशंनल क्लिअरन्स देण्यात येत आहे.

अटी :-

- १) विशेष नगर वसाहती संदर्भात शासन निर्णय टिपीएस-१२०४/ठाणे डी.पी.डी.सी.आर/नवि-१२ दिनांक २५/५/२००६ मधील अटीचे काटेकोरपणे पालन करण्यात यावे.
- २) प्रस्तावित विशेष नगर वसाहत प्रकल्पास केंद्रशासनाच्या पर्यावरण विभागाची मान्यता घेणे बंधनकारक राहील.
- ३) महाराष्ट्र प्रदुषण नियंत्रण मंडळाने त्यांच्या दिनांक १०/११/२००६ च्या पत्रात नमुद केलेल्या सर्व अटीचे काटेकोरपणे पालन करण्यात यावे.
- ४) सदर विशेष नगर वसाहत प्रकल्पास जलसंपदा विभागाने त्यांच्या दिनांक २३/१०/२००८ च्या पत्रान्वये काही अटी व शर्तीस अधिन राहून ना-हरकत प्रमाणपत्र दिले असून सदर पत्रातील अटीचे काटेकोरपणे पालन करण्यात यावे.
- ५) उपवन संरक्षक, ठाणे वन विभाग यांच्या दिनांक १०/१०/२००७ च्या पत्रातील अटीचे काटेकोरपणे पालन करण्यात यावे.
- ६) सदर विशेष नगर वसाहत प्रकल्पास लागून राबोडी व माजिवडा ही गावठाणे आहेत. सदर गावठाणापासून २०० मीटर पर्यंत "गावठाण विस्तार" म्हणून क्षेत्र सोडणे आवश्यक असल्याने सदर गावठाणापासून २०० मीटर अतंरापर्यंतचे क्षेत्र (सुमारे ०.५३ एकर) विशेष नगर वसाहत प्रकल्पातून वगळण्यात यावे.
- ७) विशेष नगर वसाहतीच्या प्रस्तावासांगे गरजेनुसार वाणिज्य व शैक्षणिक वापर अनुज्ञेय असला तरी त्यांचे प्रमाण मंजूरी देलाना ठाणे मनपाने निश्चित करावे.
- ८) सदर विशेष नगर वसाहत प्रकल्पातून नाला जात असून सदर नाल्यापासून उच्चतम पूर रेषा विचारात घेवून आवश्यक ते अंतर ठाणे मनपाच्या सल्ल्यानुसार व विकास नियंत्रण नियमावलीतील तरतुदीनुसार सोडण्यात यावे, पूर रेषेमध्ये कोणतेही बांधकाम अनुज्ञेय करण्यात येवू नये.
- ९) सदर जागेत विद्युत, पाणी, ड्रेनेज, रस्ते, या व अशा सर्व सोयी सुविधा विहीत निकषानुसार पुरविण्याची जबाबदारी विकासकाची राहील तसेच प्रकल्पामुळे निर्माण

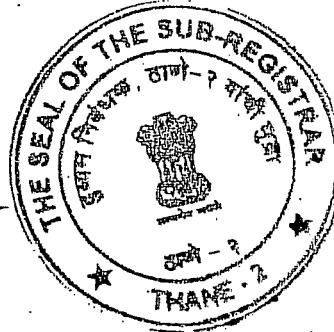
टॅनन - २

दस्त क्रमांक २०४/२०१२

८९४ / ९३८

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११२



होणा-या दैनदिन घनकच-याची विलहेबाट महाराष्ट्र प्रदुषण मंडळाच्या निकषाप्रमाणे करण्याची जंबाबदारी विकासकाची सहिल.

१०) अर्जदाराने सादर केलेल्या मांहितीनुसार प्रस्तावाखालील जमिनीबाबत त्यांनी मुळ जमिन मालकांशी विकास करार केला असल्याची कागदपत्रे सादर केली आहेत. तथापि त्यापैकी कोणत्याही जमिनीचा विकास हक्क /मालकी हक्क अर्जदारांकडे नसल्याचे निष्पत्र झाल्यास सदर लोकेशनल क्लिअरन्स रद्द समजण्यात येईल.

११) विशेष नगर वसाहतीच्या हदीतील विद्यमान वहिवाटीचे रस्ते अधवा विकास योजनेतील रस्ते जनतेसाठी खुले ठेवण्यात यावेत.

१२) विशेष नगर वसाहतीच्या हदीतील सिआरझोड मधील मॅन्मोहनजे योग्यरीत्या जतन करण्यात यावे तसेच सिआरझोड मधील जमिनीचे सिआरझोड नियमानुसार संवर्धन करण्यात यावे.

१३) सदर प्रस्तावामध्ये सुमारे १२.५४ एकर शासकीय जमिन असून सदर शासकीय जमिन लेटर ऑफ इंटेन्टपूर्वी मंजूर करून घेण्याची कार्यवाही अर्जदार करणीने करावी.

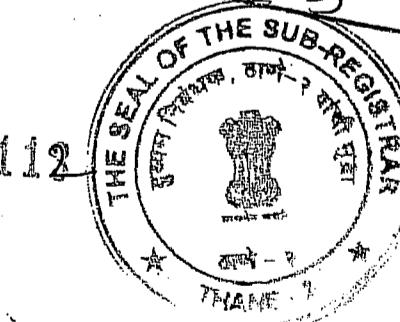
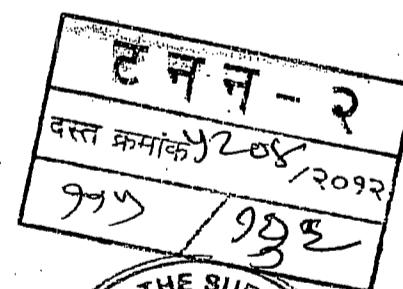
१४) विशेष नगर वसाहत प्रस्तावाअंतर्गत अंतर्भूत टाउन सेंटरचा विकास दिनांक २८/८/२००८ च्या सुचनेव्ये प्रसिद्ध नियमानुसार / कलम ३७ (२) अन्वये मंजूर नियमानुसार करणे आवश्यक राहील. तसेच टाउन सेंटर आरक्षणाच्या क्षेत्रापैकी कारशेडने याधित क्षेत्राबाबत अंतिम निर्णय होईपर्यंत सदर क्षेत्र अर्जदारास विकसित करता येणार नाही.

१५) यापूर्वी स्थलांतरीत कैलेल्या आरक्षण क्र.५ पार्क (क्षेत्र ५.७९ हे.) या आरक्षणाखालील क्षेत्रावर मॅन्मोहन असल्याने सदर क्षेत्र प्रत्यक्ष मंत्रोरजनाच्या वापराखाली आणणे. शक्य नाही त्यामुळे विशेष नगर वसाहत नियमातील नियम क्र.४ (एफ) नुसार २० टक्के खुले क्षेत्र पार्क या आरक्षणाचे क्षेत्र वगळून ठेवणे बंधनकारक राहील.

१६) सदर विशेष नगर वसाहत प्रस्तावामध्ये मॅन्मोहन, पाईपलाईन, नाला, बफर झोन या सारख्या अन्यबाबी समाविष्ट असल्यामुळे नियमानुसार विशेष नगर वसाहत क्षेत्रामधून वगळावयाच्या क्षेत्राची अर्जदाराने लेटर ऑफ इन्टेंट पूर्वी तालुका निरीक्षक भुमी अभिलेख कार्यालयाकडून मोजणी वरून घेणे आवश्यक राहील. अशी अधिकृत मोजणी झाल्यानंतर वगळावयाचे क्षेत्र कमी करून विशेष नगर वसाहतीखालील क्षेत्र १०० एकर पेक्षा कमी झाल्यास सदर लोकेशनल क्लिअरन्स आपोआप रद्द होईल. त्यामुळे लेटर ऑफ इन्टेंट देण्यापूर्वी आयुक्त, ठाणे महानगरपालिका यांनी याबाबतची खातरजमा करावी.

१७) विशेष नगर वसाहत प्रकल्पाखालील जमिनीपैकी सुमारे १०.५७ एकर क्षेत्र मॅन्मोहनखालील असल्याने सदर क्षेत्र विशेष नगर वसाहत प्रस्तावातून वगळण्यात यावे.

१८) प्रस्तावित विशेष नगर वसाहत क्षेत्रापैकी सुमारे ५ एकर (२०,००० चौ.मी.) क्षेत्र ना.ज.क.धा .अधिनियमान्वये अतिरिक्त ठरविण्यात आले आहे. याबाबत मा.उच्च न्यायालयात याचिंवा प्रलिंबित आहे. अर्जदारानी दिनांक ९/९/२००८ च्या पत्रासोबत सादर कैलेल्या बंधपत्रामध्ये मा.उच्च न्यायालयात दाखल याचिकेचा निकाल त्यांच्या विस्तृद गोल्यास सदर २०,००० चौ.मी. जमिन प्रचलित बाजारमुल्याने शासनांकडून विकत घेण्यात



येईल असे नमूद केले आहे, सबव वरील प्रमाणे न्यायालयीन निर्णय अर्जदारांच्या विरुद्ध गेल्यास सदर जमिनी अर्जदार कंपनीस प्रचलित बाजारमुल्याने खरेदी कराव्या लाग़तील.
 १९) विशेष नगर वसाहत प्रकल्पाखालील जमिनीपैकी बफर झोन खालील सुमारे ९.७५ एकर क्षेत्रावर कोणतेही बांधकाम अनुज्ञेय होणार नसल्यामुळे या क्षेत्राचा च.क्षे.नि.देय होणार नाही.

२०) विशेष नगर वसाहत प्रकल्पाखालील जमिनीपैकी सिआरडोडने बाधित क्षेत्राचा विकास केंद्र शासनाच्या पर्यावरण विभागाच्या दिनाक १९/२/१९९१ च्या अधिसूचनेतील मार्गदर्शक तत्वानुसार व त्यामध्ये वेळोचेळी करण्यात आलेल्या सुधारणानुसार करण्यात यावा.

२१) सदर विशेष नगर वसाहत प्रकल्पाखालील जमिनीमधून मुंबई महानगरपालिकेची व ठाणे महानगरपालिकेची (एमआयडीसी व शाहड-टेमघर पाणीपुरवठा प्रकल्प) विदयमान जलवाहिनी जाती असून सदर जल वाहिनीखालील क्षेत्राची मालकी अर्जदाराकडे दिसून येते तसेच सदर जमिनी संबंधित महानगरपालिकेइून संपादीत झाल्याचे दिसून येत नाही. त्यामुळे या जमिनी जमिन मालकांने संबंधित महानगरपालिकांना विना भोवदला हस्तांतरीत केल्यास त्या क्षेत्राचा चटई क्षेत्र मिर्देशांक अनुज्ञेय करण्यात यावा.

टिप:-

(१) अधिसूचित विशेष नगर वसाहत प्रकल्पाखालील खाजगी व शासकीय जमिनीचा तपशिल सोबत जोडलेल्या प्रपत्रामध्ये नमूद केलेला आहे.

(२) अधिसूचित विशेष नगर वसाहतीच्या जमिनीचा सविस्तर तपशिल दर्शविणारे "प्रपत्र" तसेच विशेष नगर वसाहतीच्या हृदी दर्शविणारा नकाशा नागरीकांच्या अवलोकनार्थ कार्यालयीन वेळेत कार्यालयीन दिवशी खालील कार्यालयात उपलब्ध आहेत. :-

१) आयुक्त, ठाणे महानगरपालिका.

२) जिल्हाधिकारी, ठाणे.

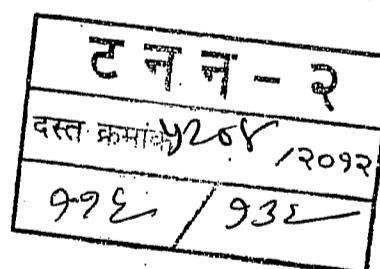
३) उपसंचालक, नगर रचना, कोकण विभाग, कोकण भवन, नवि-मुंबई.

४) सहाय्यक संचालक, ठाणे शाखा, जि. ठाणे.

(३) सदरची अधिसूचना विभागाच्या www.urban.maharashtra.gov.in या वेबसाईटवर उपलब्ध राहील.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानसुर व नांवाने

100
 (अशोक बा. पाटील)
 कार्यासन अधिकारी



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"प्रपत्र"

शासन अधिसूचना क्रमांक-मुख्यसंस/टिपीएस-१२०७/२२०/प्र.क्र.५४१/०८।

नवि-१२ दिनांक २४ ऑगस्ट २००९ चे सहपत्र।

मे.कॉपस्टोन कन्स्ट्रक्शन प्रा.लि.यांनी मोजे माजिवडे ता.जि.ठाणे येथील
विशेष नगर वसाहत प्रस्तावाखालील जमिन अधिसुचित क्षेत्राचा तपशिल।

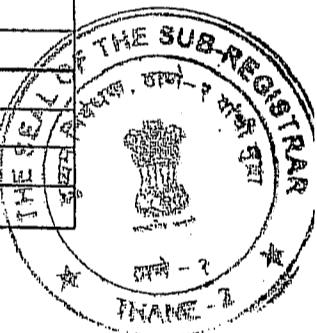
अ.क्र.	सर्व क्र.	डिस्ट्री.नं.	७/१२ प्रमाणे क्षेत्र (घो.मी.)	टाकनशीप अंतर्गत क्षेत्र (घो.मी.)
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दस्ता क्रमांक ५२५४ / २००९
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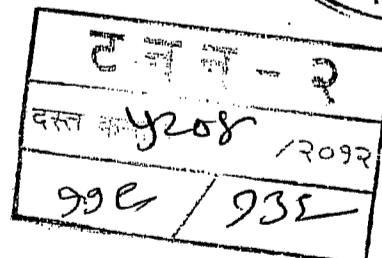
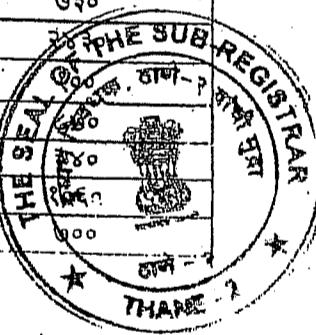
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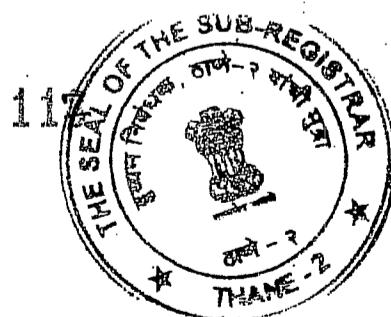


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१३०	५०	४	३०१०	३०१०
१३१		२	४०२०	४०२०
१३२		३	१८७०	१८७०
१३३	५१	१	२१५०	२१५०
१३४		२	५६०	५६०
१३५		३	३९५०	३९५०
१३६		४	३९५०	३९५०
१३७		५	५७३०	५७३०
१३८		६	५२००	५२००
१३९		७	३४९०	३४९०
१४०		८	४७३०	४७३०
१४१		९	१३७०	१३७०
१४२	५४	१	६१०	६१०
१४३		२	३४४०	३४४०
१४४		३	६१०	६१०
१४५		४	४०४०	४०४०
१४६	५५	१	३००	३००
१४७		२	३००	३००
१४८		३	३८३०	३८३०
१४९		४	४१०	४१०
१५०		५	४००	४००
१५१	८४	१	२६००	२६००
१५२	३२७	१	१०१०	१०१०

ट न न - २

दस्त क्रम १२०५/२०९२

७२० / ९३१



१५३	३२७	२ अ	१८६००	१८६००
१५४		२ ब	४८६०	४८६०
१५५		२ क	५०६०	५०६०
१५६		२ ड	१६०	१६०
१५७		२ ढ	४२५०	४२५०
१५८		२ फ	५१०	५१०
१५९		२ ग	१०६०	१०६०
१६०		२ ह	१७५०	१७५०
१६१		२ ज	५६०	५६०
१६२	३२७ क	४	१५०	१५०
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१६४	३२८	२	२८०	२८०
१६५	३२८	३ अ	५०८०	५०८०
१६६		३ ब	५४९०	५४९०
१६७		३ क	३००	३००
१६८		३ ड	५४९०	५४९०
१६९		३ ढ	२८६०	२८६०
१७०		३ फ	१११०	१११०
१७१		३ ग	५४९०	५४९०
१७२		३ ह	५१०	५१०
१७३		३ ज	८६०	८६०
१७४	३२९	१	५१०	५१०
१७५		२	७०८०	७०८०
१७६		३	८८३०	८८३०
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१७८		५ अ	२२३०	२२३०
१७९		६ अ	४१०	४१०
१८०	३४५	१	४०५०	४०५०
१८१		२	४८०	४८०
१८२		३	४१०	४१०
१८३		४	१८०	१८०
१८४		५	३५९०	३५९०
१८५		६	२७३०	२७३०
१८६		७	५५८०	५५८०
१८७		८	२४८०	२४८०
१८८		९	५७७०	५७७०
१८९		१०	३०९०	३०९०
१९०		११	२५१०	२५१०
१९१		१२	१६४०	१६४०
१९२		१३	५६०	५६०

३१

ट न न - २
दस्त करा ५२०८ / २०९२
९२९ / ९३२

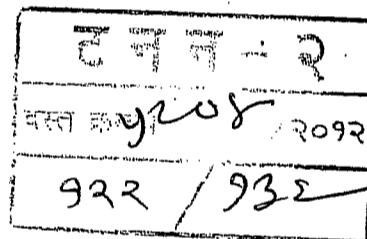


१९३		१४	१५०	१५०
१९४		१५	१३०	११०
१९५		१६	१४२०	१४२०
१९६		१७	१४०	१४०
१९७	३८३	—	२४४१०	२४४१०
१९८	४२३ अ	१ अ	११०	११०
१९९		१ ब	३३४०	३३४०
२००		१ क	४९७०	४९७०
२०१		१ ड	४६६०	४६६०
२०२		१ ढ	४१५०	४१५०
२०३		१ फ	४२६०	४२६०
२०४		१ ग	१९२०	१९२०
२०५		१ ह	१०३०	१०३०
२०६	४२३ क	१०	३०३०	८४५
२०७	४२४ अ	१ अ	१७२०	१७२०
२०८		१ ब	३४४०	३४४०
२०९		१ क	३१४०	३१४०
२१०		१ ड	४००	४००
२११	४२४ क	६	१७५४७	११५०
२१२	३८६	१	५०६५१.९६	४८७६८.९६
	शासकीय जमिन			
		एकूण	५२७०१८.९६	४८२००१.९६

विशेष नगर वसाहत अंतर्गत क्षेत्र ४८२००१.९६ चौ.मी. = १११.१३

एकर

कक्षा अधिकारी, महाराष्ट्र शासन
नगर विकास विभाग
मंत्रालय, मुंबई-४०००३२



१११

कुलमुखात्यारपत्राचे घोषणापत्र

मी, श्री. श्रीरामती / स्त्री. — शोहिंगन बटवीवाला — या द्वारे घोषित
करतो की, दुर्घात्यारपत्राचे घोषणापत्र यांचे कार्यालयात

कराऱनासा — या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला
आहे. श्री. श्रीरामती / स्त्री. — पश्चीमचौहाडी — व हत्तर यांनी
दिनांक २४/०५/१० रोजी मला दिलेत्या कुलमुखात्यारपत्राच्या आधारे मी, सदर दस्त
नोंदणीस दादर केला आहे / निष्पादीत करून कबूलीजबाब दिला आहे. सदर
कुलमुखात्यारपत्र लिहून देणार यांनी कुलमुखात्यारपत्र रद्द केलेले नाही, किंतु
कुलमुखात्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही नयत झालेले नाही किंतु अन्य
कोणत्याही कारणानुले कुलमुखात्यारपत्र रद्दबातल ठरलेले नाही. सदरचे काथग चुकीजे
आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन
याची मला जाणीव आहे.

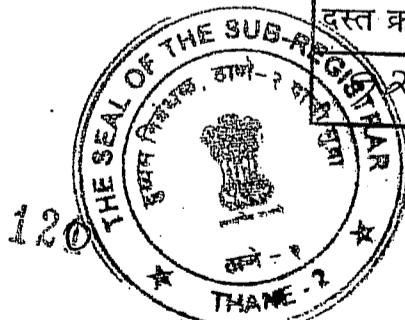
ठिकाण :
दिनांक :

कुलमुखात्यारपत्राचे घोषणापत्र लिहून देणार

मी सदर कुलमुखात्यारपत्राचे सत्याते विषयी संपूर्ण केली आहे. तसेचे वैधतेबाबत खात्री केली
आहे.

परत्तेसर स्टूडी

ट न न - २
दस्त क्रमांक २५४/२०१२
२३ / ९३३



120

Original

नॉंदणी ३९ म.
Regd. ३९/M

पावती

24/05/2010

गावांचे गाव अंधेरी

पात्रसंख्या : ५७६२

दिनांक 24/05/2010

दरता ऐवजाचा आनुगमांक वदरा - ०५७३१ - २०१०

दरता ऐवजाचा प्रकार गुरुव्यारम्भा

शादर करणारांचे नाव: कैप्परटोन गमन्द्रयशन प्रा लि थे संथालक पर्सी चौपरी

नॉंदणी फी

100.00

नवकल (आ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)).

200.00

फोटो (आ. 12) व छायाचित्रण (आ. 13) -> एकत्रित फी (10)

एकूण रु.

300.00

आपणास हा दस्त झांदाजे 11:06AM हा घेळेस मिळेल

बाजार मुळ्य: ० रु. मोरदता: ० रु. एकूण उपलब्ध रुपांक: ०

भरलेले मुद्रांक शुल्क: ५०० रु.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 25/5/2010

टनन - २

दस्त क्रमांक	२०४ / २०१२
९२४ / ९३१	



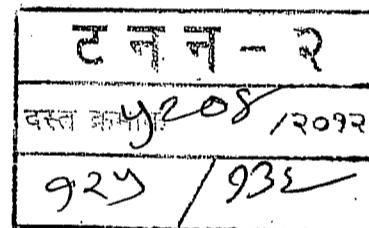
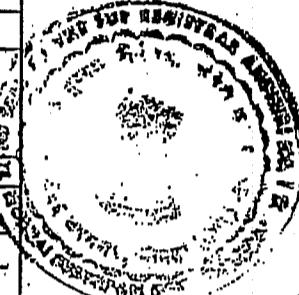
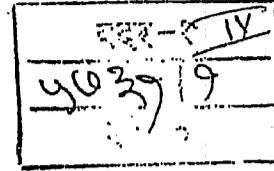
121

500/-

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch:	9851	Date:	15-5-10
Pay to: Acct. Stamp Duty			
Franking Value	Rs. 500/-		
Service Charges	Rs. 10/-		
TOTAL	Rs. 510/-		
Name & Address of the Stamp duty paying party			
Mr. Percy S. Chowdhry, J.M.C House 3rd flr, W.E. Highway, Bisleri Compound Andheri (E) Mumbai Tel./Mobile No. 98756883			
Desc. of the Document P.O.A.			
DD/Cheque No. /			
Drawn-on Bank: /			
DOCUMENTS (For Bank's Use Only)			
Tran ID: RFD / A254 Rs. / PL-546 Rs. /			
Franking Sr. No. 0803 / Officer. /			
Cashier /			



The Kapol Co-operative Bank Ltd.
Andheri Branch, Secretary-Syndicate,
Chandrabhaga Bhawan, Andheri Road, Andheri (E),
Mumbai - 400 099
Regd. No. 200005004-PB5505
Authorised Signatory: [Signature]

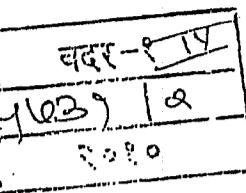
15-5-10 13:55
500005004-PB5505
STAMP DUTY MAHARASHTRA

POWER OF ATTORNEY

I, PERCY S. CHOWDHRY the DIRECTOR of Kapstone Constructions Pvt. Ltd., having my business at 3rd Floor, JMC House, W. E. Highway, Bisleri Compound, Andheri (E), Mumbai - 400 099, SEND GREETINGS;

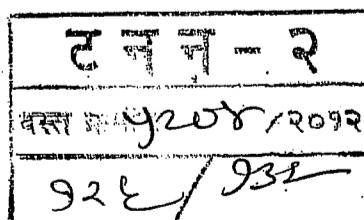
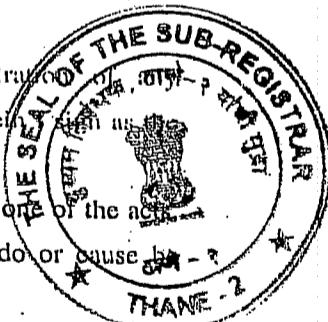


WHEREAS due to exigencies of meeting the schedules I am not in position to attend personally to various assignments including the lodging, admission, registration and collecting original Agreement for Sale, duly registered at the office of the Sub - Registrar, Thane, as the case be in the respect of the various and singular Agreement for Sale, Deed of Confirmation, Affidavits and undertaking as may be required wherein we have to sign, execute and admit execution of the Documents as Directors of the company.



WHEREAS I am desirous of appointing a fit and proper person as our true and lawful attorney to act and do all or any other following things, matters, deeds and acts and as more fully and particularly setout herein below and I hereby appoint, nominate, constitute and authorize MR. ROHINTON BATLIWALA, aged about 59 years, son of MR. JAHANGIR BATLIWALA having his address for correspondence at 3rd Floor, JMC House, W.E. Highway, Bisleri Compound, Andheri (E), Mumbai - 400099, whose signature I have attested hereunder for proper and easy identification and whose photograph is also affixed hereto as mark of identification as my true and lawful attorney to do all or any things, matters, deeds and acts, in my name and or my behalf as hereinafter appearing.

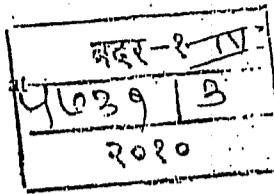
1. To execute and admit execution before the sub-registrar Thane, the Agreement to be executed by me as Director of the Company.
2. To apply for and receive certified copies of the document, Index II certificate and receive back the duly registered original Documents for and on my behalf and to give effectual discharge or acknowledgement to receipt of such documents and or copies.
3. To complete every formality for registration of the document or Agreement or indenture wherein I sign as Director of the company.
4. I hereby undertake to ratify each and every one of the acts, deeds or things which the Attorney may do or cause to be done under this powers herein granted.



128

5. I have lodged this Power of Attorney for due registration at the office of the Sub - Registrar Bandra, Mumbai.

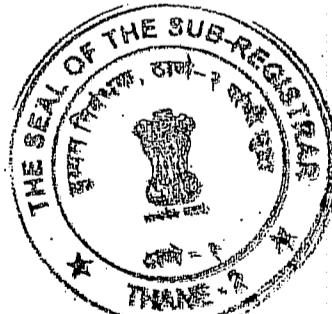
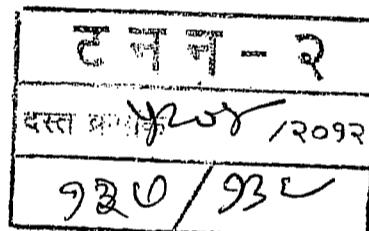
Date- 21/05/10



PERCY S. CHOWDHRY



ROHINTON BATLIWALA



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3

पर्माणु संख्या /PERMANENT ACCOUNT NUMBER
ABGPB9181N

नाम /NAME
ROHINTON JEHANGIR BATLIWALLA

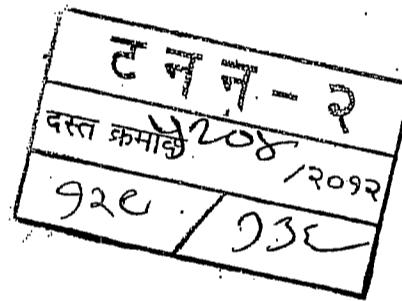
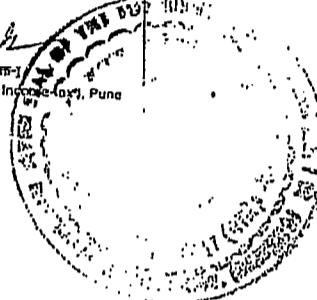
जिता जो नाम /FATHER'S NAME
JEHANGIR NAOROWJI BATLIWALLA

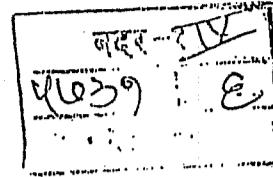
जन्म तिथि /DATE OF BIRTH
03-04-1950

संकेत /SIGNATURE

Rohinton Batliwalla

ग्राम पाला आयोजन-१
Commissioner of Income-Tax, Puna



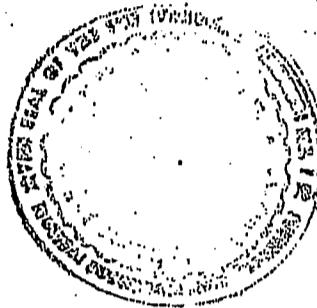


Rustomjee
Come Home



Employee Code : R0065
Name : Sandeep Gowde
Designation : Executive
Department : Customer Support
Blood Group : O +ve

Authorized Signatory

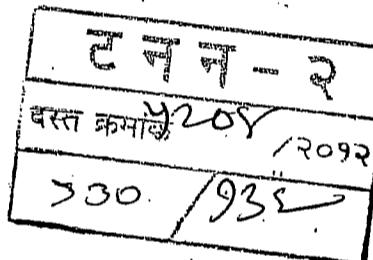


Rustomjee
Come Home



Employee Code :
Name : Vishal Shalerao
Designation : Office Boy
Department : Customer Support
Blood Group : B +ve

Authorized Signatory



Instructions

- Employees are expected to carry their cards with them while on duty & produce the same on demand.
- This card is non-transferable and it must be surrendered on leaving the company's services or on demand of the authority.
- Loss of this card must be reported in writing to the issuing authority immediately.
- In case of loss, a new card will be issued against the amount of Rs. 100/-.

If found, please return to:
Rustomjee Group
JMC House, Lekh Compound, Vile Parle East Highways,
Andheri East, Mumbai 400 079
Tel: +91-22-66 766 889 Fax: +91-22-667 66 499

5



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१०३७

पर्याप्त संख्या /PERMANENT ACCOUNT NUMBER

AAFFC4467Q



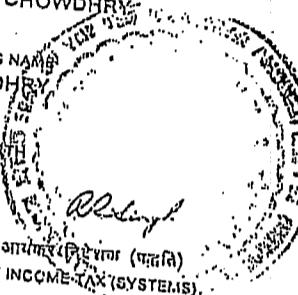
नाम /NAME
PERCY SORABJI CHOWDHRY

जन्म नाम /FATHER'S NAME
SORABJI CHOWDHRY

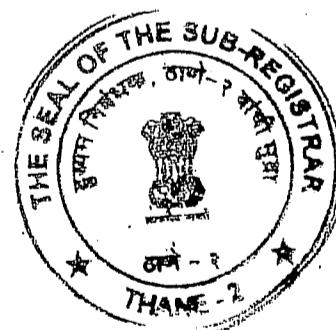
जन्म तिथि /DATE OF BIRTH
14-02-1971

संकेतात्मक /SIGNATURE

आमदारपत्र (पात्रा)
DIRECTOR OF INCOME-TAX (SYSTEMS)



ट न न - २
दरवाजा ५२०८/२०९२
९३७ / ९३८



६

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24/05/2010 दुर्घम निवंधक:
10:52:08 am गोंधेरी 1 (चांद्रा)

दस्त गोषवारा भाग-1

बदरा
दस्त क्र 5731/2010

दस्त क्रमांक : 5731/2010

दस्ताचा प्रकार : मुख्यत्वारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

आंगठ्याचा ठसा

पक्षकाराचे नाव व पत्ता

लिहून देणार

पत्ता: शहरी गाडी, बी एग रोड इंडिस.

वय 39

पालने एकाम्बर लायदे, गोंधेरी (ग) यु

सही

पत्ता:

गोंधेरीचे नाव



नाव चोहिंदन जाहांगीर खाटलीयाला

लिहून देणार

पत्ता: घर/फ्लॉट नं: ४३ मजला, जे एम सी हाऊस,

लिहून देणार

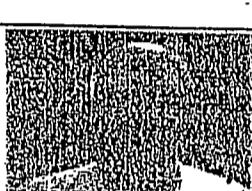
लिहून देणार फार्मार्क, वेरहर्न एपराप्रेस ग्रामगे, गोंधेरी (ग) यु

वय 60

पत्ता/रस्ता: -

सही

गोंधेरीचे नावा

Battliwala G.

ट न न - २

दस्त क्रमांक ५२०४/२०१२

७३२ / ७३४

बदरा - १५

५५३ | ८

२०१०



मुख्यत्वारनामा दस्तावेज करने निवार्थे कदम्ब करतान.

1051

129

दस्त गोपनीया भाग - 2

बदर१

दस्त क्रमांक (5731/2010)

[त. ३। ५७३१-२०१०] वा. गोपनीया
पर्याप्त नं. ० गरमेले मुद्राक शुल्क : ५००

१०४ गोपनीया दिनांक : 24/05/2010 १०:४८ AM
प्रभाग दिनांक : 21/05/2010
दस्त हजार करणा-याची सही :

दस्तावा प्रकार : ४८) मुख्यात्यानामा
प्रियांग नं. १ ची घोषी : (सावदरीकरण) 24/05/2010 १०:४८ AM
प्रियांग नं. २ ची घोषी : (पर्याप्त) 24/05/2010 १०:५१ AM
प्रियांग नं. ३ ची घोषी : (काम्युली) 24/05/2010 १०:५१ AM
प्रियांग नं. ४ ची घोषी : (आडिला) 24/05/2010 १०:५१ AM

दस्त नोंद घोषात्याका दिनांक : 24/05/2010 १०:५२ AM

पावती नं.: ५७६२ दिनांक: 24/05/2010
पावतीची घोषी :
नाव: कैपसटोन क्रन्स्ट्रेक्शन || यि चे रांचालक पर
चीधारी

100 : नोंदणी पी.
200 : नवकल (अ. ११(१)). पृष्ठांकनाची नवकल
(अ. ११(२))
संचाल (अ. १२) व छायाचित्रण (अ. १३) >
एकचित्र पी.

300: पश्चाण

दू. निवारणाची सही, अधिकारी (घोषणा)

इमारतीचे भाया आयडीएल फार्मा

ईमारत नं. :

पेट/पसाडता :

शहर/गाव: दहिसर

तातुकाळी :

पिंग: ६८

१) विशाल भालोलाव ... पर/प्लॅट नं: वरीलाप्रमाणे

गाली/एस्टा:

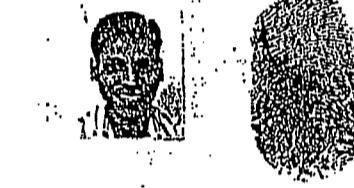
ईमारतीचे भाया :

ईमारत नं. :

पेट/पसाडता :

शहर/गाव:

निवारणाची सही
अधिकारी (घोषणा)



ट न न - २

दस्त क्रमांक ५७३९ / २०१०
१२०१०
१२०१०

प्रमाणित घर घेत येती की. या
दस्तावेजे पश्चाण याने भावेत.

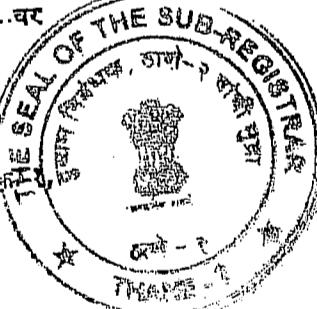
बदर१/ ५७३९ / २०१०

पुस्तक नं. २४१९५

दोहला. २४१९५

दिनांक: २४५१९५

दस्त क्रमांक. अधिकारी
कुंबद उरनगर जिल्हा.



इंडियन ओवरसीज बैंक Indian Overseas Bank
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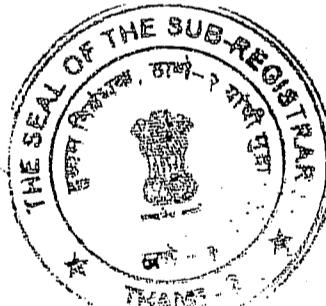
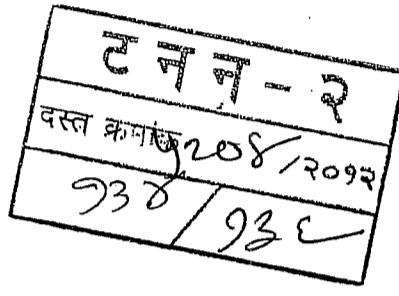
851-0-2 "CBO-MUMBAI"
कोड नं. ई सी टाइप जॉच डिजिट
Code No. E.C. Type Check Digit

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७९५८८-१००८-०००००२००००

१६



04/06/2012

11:46:04 am

दुर्यम निबंधकः

सह दु.नि.ठाणे 2

दस्त गोषवारा भाग-१

टनन2

दस्त क्र 5204/2012

9341932

दस्त क्रमांक : 5204/2012

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

 नाव: प्रणा किंती केडीया -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: विश्वशांती, जुहू कोलीवाला, मुंबई 49

तालुका: -

पिन: -

पैन नम्बर: ADWPK9701F

लिहून घेणार

वय 49

सही

PK Kelu

 2 नाव: कॅपस्टोन कन्स्ट्रक्शन्स प्रा.लि. चे संचालक श्री पर्सी

चौधरी तरफे कु.मु. रोहिंदन बाटलीवाला -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: नाटराज, अ

लिहून देणार

वय 62

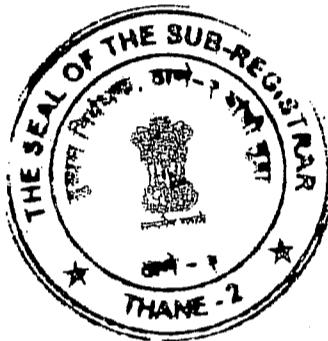
सही

Battinwalla



(M)

ह दुर्यम निबंधक, ठाणे क्र.





९३६ | ९३६

दस्त क्र. [टनन2-5204-2012] चा गोषवारा
बाजार मुल्य : 7061520 सोबदला 4325110 भरलेले मुद्रांक शुल्क : 176550

दस्त हजर केल्याचा दिनांक : 04/06/2012 11:43 AM
निष्पादनाचा दिनांक : 12/05/2012
दस्त हजर करणा-याची सही :

PK Kesh

दस्ताचा प्रकार : 25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/06/2012 11:43 AM
शिक्का क्र. 2 ची वेळ : (फी) 04/06/2012 11:45 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 04/06/2012 11:45 AM
शिक्का क्र. 4 ची वेळ : (ओळख) 04/06/2012 11:45 AM

दस्त नोंद केल्याचा दिनांक : 04/06/2012 11:46 AM

ओळख :

खालील इसम असे निवेदीत करतात की, तेहतप्रत्येकज कल्ज वेण्यायाजा व्यक्तीश: ओळखतात
व त्यांची ओळख पठवितात.

1) सुनिल पाटील - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: नटराज, अंधेरी पू, मुंबई-69

तालुका: -

पिन: -

2) संकेश कोलंबेकर - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: नटराज, अंधेरी पू, मुंबई-69

तालुका: -

पिन: -

मुद्रांक शुल्क: सवलत : (सीएमएस/टिपीएस/1207/220/सीआर 541/08/युडी
दि. 24/08/09 अन्यथे मु.श. स्पेशल टाउनशिप सवलत)

DK
दु. निबंधकाची सही
सह दु.नि.ठाणे 2

पावती क्र.: 5252 दिनांक: 04/06/2012
पावतीचे वर्णन
नांव: प्रमा किर्ती केडीया - -

30000 : नोंदणी फी
2720 : नवकल (अ. 11(1)), पृष्ठांकनाची
नवकल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

32720: एकूण

DK
दु. निबंधकाची सही, सह दु.नि.ठाणे 2

प्रमाणित करणेत येते की या दस्तामध्ये
एकूण *९३६* पाले आहेत

DK
सह. दुम्पम निबंधक, ठाणे क्र. २

DK
पुस्तक क्रमांक *५२०४* क्रमांकावर नोंदला.

DK
श्री. सं. सौ. मानभाव
सह. दुम्पम निबंधक, ठाणे क्र. २
तारीख *१५* माह *०६* इतन *२०१२*

