

DECLARATION

I/We,

Pragna Kirti Kedia
Vishwa Shanti 30E, Azad Road
Juhu Koliwada, Mumbai 400049.

do hereby solemnly state and declare as follows:

1. By an Agreement made at Mumbai on 12th May 2012 (hereinafter referred to as the "Agreement") between KAPSTONE CONSTRUCTIONS PRIVATE LIMITED, a company registered under the Companies Act, 1956 (therein and hereinafter called "the Developer") of the One Part and myself / ourselves (therein called the "Purchaser/s") of the Other Part, the Developer has agreed to sell and allot to me / us on ownership basis Flat No. 2704, the details whereof are more particularly described in the Schedule written hereunder (hereinafter referred to as "the Premises") in the building known as "ATHENA B wing" (the "Building") being constructed on land bearing Survey Nos 19-hissa no 1pt, 2pt, 3pt, 4pt, 5pt and 20-hissa no 1pt, 2pt, 3pt, 4pt and 21-hissa no 1pt admeasuring 19262.15 square meters (the "Property") and thereabouts, forming part of land admeasuring 516402.15 sq. metres more specifically mentioned in the first schedule.
2. I am / we are aware that the Building comprises of four wings i.e. Athena 'A' wing, 'B' wing, 'C' wing and 'D' wing being constructed on the property.
3. I am / we are aware that the Larger Property is being developed as a Special Township Project.
4. I have / we have received the vacant and peaceful possession of the Premises from the Developers.
5. I have / we have verified the quality of construction, specifications, amenities and the area of the Premises and I am / we are fully satisfied with the same and have no claim, demand or dispute of whatsoever nature in that behalf against the Developer.

P K Kedia

6. I will / we shall abide by all the terms, conditions and covenants of the Agreement.
7. I will / we shall not make any additions or alterations in the architectural elevation of the Building and shall not change the outside colour scheme of the Building.
8. I will / we shall not make any change in any of the external windows or doors of the Premises by way of shifting or altering the same.
9. I will / we shall not affix any grills on the outer side of the windows, if any.
10. In the event I/we transfer or deal with the Premises and/or my / our right, title and interest in respect thereof in favour of any person to the extent and as permitted in the said Agreement, I / we shall obtain an undertaking to the similar effect from any such transferee/s and in the event of me / us failing to do so, the Developer shall be entitled to refuse to transfer the Premises in favour of such prospective transferee/s.
11. I confirm that notwithstanding anything contained to the contrary in the Agreement:-
 - a. either a society may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 or Association of Apartment owners may be formed under the provisions of the Maharashtra Apartment Ownership Act, 1970 (the "MAO Act") in respect of the Property and the buildings thereon (the "Organisation");
 - b. The Developer may at its sole discretion form either societies or association/s of apartment owners under the provisions of the Maharashtra Apartment Ownership Act, 1970 in respect of the balance portion of the Larger Property;
 - c. the Developer may, in its sole, discretion form and register an apex organization ("Apex Body") comprising of the various organizations/corporate bodies formed in respect of the buildings, units, premises and parking spaces that may be developed on the Larger Property including the Organization above for the purpose of proper management, maintenance,

P K Kulkarni
X

regulation and control of the infrastructure and common amenities and facilities and for such other purposes as the Developer may decide;

d. The lease deed to be executed in favour of the society or Declaration may be submitted under the MAO Act in favour of the Organisation and/or the Apex Body, as the case may be shall include:-

i. the right of the Developer to sell or otherwise to transfer the additional construction on the Larger Property / Property 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;

ii. the right of the Developer of full and complete access on the Larger Property / 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;

iii. 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,

iv. The obligation of the Organization to bear and pay the nominal lease rent as stipulated in the Lease Deed;

v. The obligation of the Organization to bear and pay any contribution of costs, charges and expenses as may be levied by the Developer or the Apex Body,

vi. 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

P K Kaul

the same on the Property and/or the 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 Property shall not have any objection in this regard;

12. Whatever is stated herein is true to my knowledge and belief and stated conscientiously.

Solemnly declared at Thane)

On.....day of, 2012)

PK Kulkarni

(_____)