

10:07 AM

Friday, October 14, 2016
10:07 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 17639 दिनांक: 14/10/2016

गावाचे नाव: नाजिवडे
दस्तावेजाचा अनुक्रमांक: टनन2-11946-2016
दस्तावेजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: कुणाल अॅडाइट

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 3560.00
पृष्ठांची संख्या: 178

एकूण: ₹. 33560.00

आपणास मूळ दस्त, पॅबनेल प्रिंट, सूची-२ अंवाजे
10:25 AM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक ठाणे क्र. २
Joint Public Registrar Thane 2

बाजार मूल्य: ₹. 9216000 /-
मोबदला ₹. 15197600/-
भरलेले मुद्रांक शुल्क: ₹. 532000/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: ₹. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005075060201617S दिनांक: 10/10/2016

बँकेचे नाव व पत्ता: Panjab National Bank

2) देयकाचा प्रकार: By Cash रक्कम: ₹. 3560/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) (२) खाजगी क्षेत्रातील गट अ व ब मधील माहिती व तंत्र : महसूल व जनविभाग क्र. मुद्रांक
२००३/२०१३/प्र.क्र.४६२/म-१ दि. २९/१२/२००३

Phdot



14/10/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 11946/2016

नोदणी :

Regn:63m

गावाचे नाव : 1) माजिवडे

(1) विलेगाचा प्रकार	करारनामा	
(2) मोददगा	15197600	
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ने तमुद करावे)	9216000	
(4) भू-नापक, पोटहिस्सा व परक्रमांक (आकारणी)	1) पाणिकेचे नाव: ठाणे म.न.पा. इतर वर्णन : सयनिका नं: 103, माळा नं: 3 रा पोडियम माळा, इमारतीचे नाव: रुस्तमजी "अझीयानो", विंग "ए", ब्लॉक नं: मीजे माजिवडे, तालुका आणि जिल्हा ठाणे(पश्चीम), रोड : भियंजी ताशिक बायपाम हायवे जवळ-400601, इतर माहिती: सोबत 2 कार पार्किंग आन वन मेकेनाईज कार स्टंकर. (मुद्रांक शुल्क सवलत : सी एम एस / टि पी एम /1207/220/ मी आर 541/08/ युडी दि.24/08/2009 अन्वये मु. शु. स्पेशल टाउनशीप गवळन) प्रोन न 6 28 4क ((Survey Number : 14/1पार्ट, 15/2पार्ट, 15/3पार्ट, 15/4पार्ट, 15/5पार्ट, 16/2ए पार्ट, 16/3, 16/4, 16/5पार्ट, 16/6पार्ट, 17/3पार्ट, 17/4ए पार्ट, 17/5ई, 17/6ए पार्ट. ;))	
(5) शेणफळ	1) 110.52 NA	
(6) आकारणी किंवा जुडी वेण्यात असेल तेव्हा	1): नाव:-मे. कंपन्टोन कन्स्ट्रक्शन्स प्रा.ली.चे मंचालक श्री.पर्सि चौधरी तर्फे कुलमुखत्यार श्री.रोहित वटवलीवाला वय:-66; पत्ता:-प्लॉट नं: 702, माळा नं: 7, इमारतीचे नाव: नटराज, ब्लॉक नं: एम श्री रोड जंक्शन, रोड नं: थेस्टर्न एक्सप्रेस हायवे, अंधेरी, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACCK3513F	
(7) दस्तऐवज करून घेणा-या/लिहून टवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-कुणाल अंडाइट वय:-33; पत्ता:-601/बी, -, अटलांटीस अपार्टमेंट, हायपर सिटी मॉल च्या मागे, कामरवडवली, घोडबंदर रोड, ठाणे पच्छिम, कामारवडवली, MAHARASHTRA, THANE, Non-Government. पिन कोड:-400615 पॅन नं:-AAPPE3042B	
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता		
(9) दस्तऐवज करून दिल्याचा दिनांक	10/10/2016	
(10) दस्त नोंदणी केल्याचा दिनांक	14/10/2016	
(11) अलुक्रमांक खंड व पृष्ठ	11946/2016	
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	532000	
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000	
(14) शेण		

सह दुय्यम निबंधक, ठाणे क्र. २



मुल्यांकनासाठी विचारान घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला प्रत्यक्ष:-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14094604242773

Bank/Branch: PNB/GHODBUNDER ROAD(6100)
 Pmt Txn id : 101016M2092
 Pmt DtTime : 10-10-2016@09:34:37
 ChallanIdNo: 03006172016100750399
 District : 1201/THANE

Stationery No: 14094604242773
 Print DtTime: 10-10-2016@14:34:43
 GRAS GRN : MH005075060201617S
 Office Name : IGR114/THN2_THANE 2 JOINT

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS
 StDuty Amt : R 5,32,000/- (Rs Five, Three Two, Zero Zero Zero only)

RgnFee Schm: 0030063001-70/Ordinary Collections IGR
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment
 Prop Mvblty: Immovable Consideration: R 1,51,97,600/-
 Prop Descr : FLAT NO 103,A WING RUSTOMJEE,AZZIANO NR,MUMBAI NASHIKBYPASS HIGHWAY
 MAJIWADE, THANE, Maharashtra

Duty Payer: (PAN-AAPPE3042B) MR KUNAL ENDAIT
 Other Party: (PAN-AACCK3513F) MESSERS KAPSTONE CONSTRUCTIONS PVT LTD

Bank official1 Name & Signature

Anne 37753

Bank official2 Name & Signature

A. M. MATHKAR 38547

--- Space for customer/office use --- Please write below

Perdit

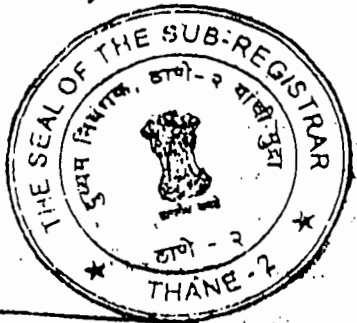


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 क्रमांक: 99888 / 2008
 9/9/16

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दस्तावेज क्रमांक ११२४६ / २०१६

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AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane on this 10th day of October, 2016.

BETWEEN

KAPSTONE CONSTRUCTIONS PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069, 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

Mr. Kunal Endait

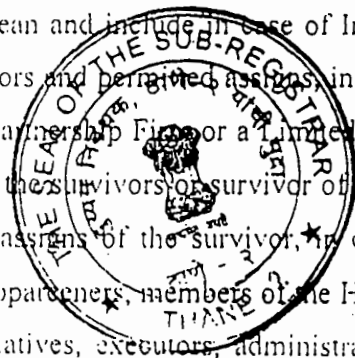
having address at 601/B, Atlantis Apartment, Behind Hypercity Mall, Kasarvadavli, Ghodbunder Road, Thane (W)-400615.

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 Individual, his/her/their respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor, in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the OTHER PART.

(The Developer and the Purchaser are hereinafter collectively referred to as "the Parties" and individually as a "Party").

Endait

PK



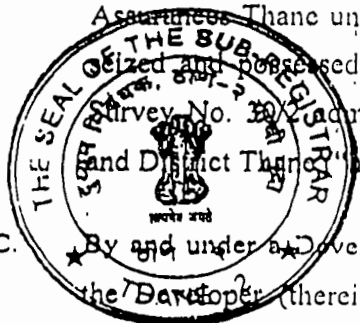
दस्तावेज क्रमांक. ११९४४/२०१६
२- १६८

WHEREAS:

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. Secma 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 and District Thane (hereinafter referred to as the "First Original Acquired Property");

B. By and under an Agreement for Sale dated December 21, 2006 executed between the Developer (therein referred to as 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 referred to as 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 measuring 4000 square meters of 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 referred to as the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the



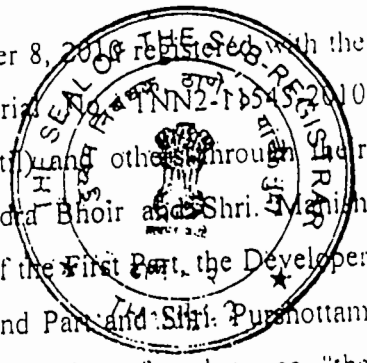
दस्तावेज क्रमांक ११७९६
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Second Part and M/s Tabish Construction (therein referred to as the "Confirming Party") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN2 - 04546 - 2008, the Developer became seized and possessed of and acquired the right to develop the property bearing Survey No. 30/2 measuring 4280 square meters of the Village Majiwade, Taluka and District Thane ("hereinafter referred to as the "Third Acquired Property");

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- D. Further by a Conveyance Deed dated May 15, 2008 registered with the Sub Registrar of Assurances, Thane bearing Serial No. TNN-2 - 04548 - 2008 executed between Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Vendors") of the First Part and Smt. Sakhubai Rawji Patil (therein referred to as the "Confirming Party") of the Second Part and the Developer ("therein referred to as the "Purchaser") of the Third Part, the Developer became seized and possessed of and *inter alia* acquired the right to develop the property bearing Survey Nos. 327/1, 328/1 and 328/2 totally admeasuring 1490 square 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 Gumanmal 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 and 12/4 totally admeasuring 1122.15 square meters ("First Exchanged Property") forming part of the First Original Acquired Property for a portion of plot bearing Survey No. 21/1 admeasuring 1122.15 square meters and accordingly acquired the right to develop the portion of the said plot bearing Survey No. 21/1 ("hereinafter referred to as the "Fifth Acquired Property");
- F. By and under the Deed of Conveyance dated October 8, 2010 registered with the Sub Registrar of Assurances Thane bearing Serial No. TNN2-115452010 executed between Shri. Pundalik Shinu Vaity (Patil) and others through their Constituted Attorney Shri. Purshottam Harishchandra Bhoir and Shri. Manish Dilip Savant (therein referred to as "the Vendors") of the First Part, the Developer (therein referred to as "the Purchaser") of the Second Part and Shri. Purshottam Harishchandra Bhoir and Manish Dilip Savant (therein referred to as "the Confirming Party") of the Third Part, the Developer became seized and possessed of and *inter alia* acquired the right to develop the property bearing Survey No. 14 Hissa No. 1 admeasuring about 2830 square meters out of 5500 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Sixth Acquired Property");
- G. By and under an Agreement dated October 27, 2009 executed between Ashok Udaisingh Varma (therein referred to as the "First Owner No. 1") and Vijaysingh Rajasingh Varma (therein referred to as the "First Owner No. 2") of the First Part, the Developer (therein referred to as "the First Developer") of the Second Part and Shri. Pandurang Narayan Bhoir and others through their Constituted Attorney Mr.



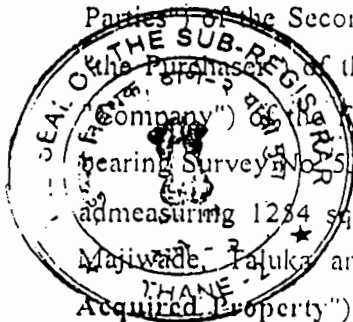
5500 square meters of	2
दस्त क्रमांक. 99288	2098
4/905	

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Mangalprabhat Gumamma Lodha (therein referred to as "the Second Owner") of the Third Part and Lodha Estate Pvt. Ltd (LEPL), M/s. Shree Sainath Enterprises (SSE) and Mr. Mangalparabhat Gumammal Lodha (MPL) (therein referred to as the "Second Developer") of the Fourth Part and registered with the Sub Registrar of Assurances Thane vide serial No. TNN2-9928 of 2009; the Developer exchanged development rights in respect of portions of plots bearing Survey No. 22 totally admeasuring 2380 square meters ("Second Exchanged Property") forming part of the First Original Acquired Property for a portion of plot bearing Survey No. 30/5 area admeasuring 430.70 square meters out of 5790 square meters and Survey No. 30/6 area admeasuring 759.30 square meters out of 1140 square meters and accordingly acquired the right to develop the portions of the said plot bearing Survey No. 30/5 and 30/6 (hereinafter referred to as the "Seventh Acquired Property");

H. By and under the Deed of Conveyance dated September 24, 2009 registered with Sub Registrar of Assurances Thane bearing Serial No. TNN-2 08703-2009 executed between Shri. Dilip Harishchandra Bhoir (therein referred to as the "Vendor") of the First Part and the Developer (therein referred to as the "Purchaser") of the Second Part, the Developer became seized and possessed of and inter alia acquired the right to develop the property bearing Survey No. 30/7 admeasuring area 350 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Eighth Acquired Property");

I. By and under a Deed of Conveyance dated July 5, 2011 registered with Sub Registrar of Assurances Thane bearing Serial No. TNN2-07428-2011 executed with Janardhan Jagannath Vaity and others (therein referred to as "the Owners") of the First Part and M/s. Ravechi Real Estate through their Partners Dhanji Velji Bauva, Vassanji Lakhmi Karia, Milind Anant Korde, Deepak Chandrakant Kharkar and Jayantilal Popatlal Shah (therein referred to as "the Confirming Parties" of the Second Part and Mr. Boman Rustom Irani (therein referred to as the Purchaser) of the Third Part and the Developer (therein referred to as the "Company") of the Fourth Part, Mr. Boman Rustom Irani acquired the property bearing Survey No. 51/2/2 admeasuring 2390 square meters and Survey No. 53/2/3 admeasuring 1284 square meters aggregating to 3644 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Ninth Acquired Property") for the consideration as mentioned therein, with a view to amalgamate the same with the adjoining land on which a Special Township Project



ट व त	is undertaken by the Developer and in this regard permitted the Developer to undertake all the necessary acts, deeds, matters and things for the amalgamation of
दस्त क्रमांक 9928	the Ninth Acquired Property with the adjoining land including the land on which the Special Township Project is undertaken by the Developer;
9928	

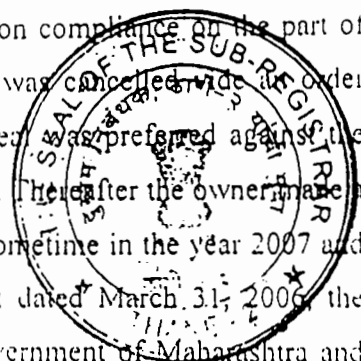
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J. The Revenue and Forest Department Mantralaya, Mumbai, has vide its letter / order dated May 3, 2010 bearing no. Land 2708/ CN./ 28/ L-4 allotted to the Developer the land bearing Survey No. 386/1 of Village Majiwade Taluka and District Thane admeasuring 17,732 square meters (hereinafter referred to as the "Government Land") after deduction of 11.2 Gunthas of land already allotted to the Public Works Department forming part of the Special Township Project of the Developer. The Developer is in the process of completing the acquisition of the Government Land;

K. The First Original Acquired Property after deducting the area of the First Exchanged Property and the Second Exchanged Property is hereinafter referred to as "First Acquired Property". The First Acquired Property, the Second Acquired Property, the Third Acquired Property, the Fourth Acquired Property, the Fifth Acquired Property, the Sixth Acquired Property, the Seventh Acquired Property, the Eighth Acquired Property, the Ninth Acquired Property and the Government Land bearing Survey No. 386/1 of Village Majiwade Taluka and District Thane allotted by the Revenue and Forest Department Government of Maharashtra vide order dated May 3, 2010 is hereinafter collectively referred to as the "Larger Property" and is more particularly described in the First Schedule hereunder written and delineated in yellow colour boundary line of the Plan annexed hereto and marked Annexure "A";

L. 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 and 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 First Acquired Property. Subsequently, due to non compliance on the part of the then owner, the order dated October 30, 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 dated March 31, 2006, the Competent Authority referred the matter to the Government of Maharashtra and pursuant to such referral the Government issued an order u/s 34 of the ULCRA in respect of the First 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 Hon'ble Bombay High Court vide orders dated December 19, 2007 and October 7,

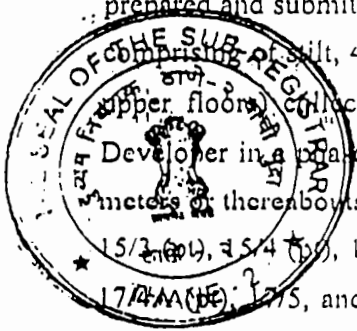
2008. The matter is presently pending before the Hon'ble Bombay High Court;



19, 2007 and October 7,
दस्तावेज क्र. 99
965

Handwritten signature: D. D. D.

- M. The Developer proposes to develop the part of the Larger Property 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");
- N. The Developer has, in accordance with the Special Township Regulations obtained the locational clearance in respect of the Special Township Project;
- O. The Developer is desirous of developing the Special Township Project as an integrated township and it is contemplated that the same shall *inter alia* comprise of Residential utilization, Commercial utilization, Amenity spaces and School;
- P. Certain portions of the Larger Property are reserved / earmarked under the Development Plan of City of Thane for D. P. Roads, Town Center, Schools, Gardens, Park, High Capacity Mass Transit Route ("HCMTR"), Housing for Dishoused / Transit Camp etc. The aforesaid reservations are hereinafter collectively referred to as the "Larger Property DP Reservations";
- Q. The Developer is constructing a building / complex to be known as "AZZIANO" which is intended to comprise of wings to be constructed on Sub-Plot 6A, Sub-Plot 6B and on a portion of Government Land admeasuring 4826.62 square meters out and from the Government Land. The portion of land admeasuring 4826.62 square meters out and from the Government Land admeasuring 17,732 square meters and on which some wings of Azziano may be constructed in the manner stated herein is hereafter referred to as "the Azziano Portion of the Government Land". Pending receipt of further approvals 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 10 wings being Wing A,B,C,E,F,G,H,I,J,K each comprising of stilt, 4 levels of podium plus several upper floors (not exceeding 40 upper floors) collectively referred to as the "Wings" to be constructed by the Developer in a phase wise manner on Sub-Plot 6A admeasuring 10262.38 square meters or thereabouts in the aggregate and bearing Survey Nos. 14/1 (pt), 15/2 (pt), 15/3 (pt), 15/4 (pt), 15/5 (pt), 16/2A (pt), 16/3, 16/4, 16/5 (pt), 16/6 (pt), 17/3 (pt), 17/4A (pt), 17/5, and 17/6A (pt) and Sub-Plot 6B admeasuring 25,644.54 square meters or thereabouts in the aggregate and bearing Survey Nos. 49/1, 49/2, 49/3, 50/1 (pt), 50/2, 50/3, 51/1, 51/2, 51/3, 51/4 (pt), 51/5 (pt), 53/2/3, and 383 (pt) of Village Majiwade, Taluka and District Thane. Upon acquisition of the Azziano Portion of the Government Land and merging the same with Sub-Plot 6A and Sub-Plot 6B as explained herein, the Developer on the basis of the Azziano Extension Plans proposes to construct Wings D and L on the Azziano Portion of the



ट	Village Majiwade, Taluka and District Thane. Upon acquisition of the Azziano
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	Plans proposes to construct Wings D and L on the Azziano Portion of the

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Government Land admeasuring 4826.62 square meters and bearing Survey No. 386/1(pt). The Sub-Plot 6A, Sub-Plot 6B and the Azziano Portion of the Government Land are more particularly described Firstly, Secondly and Thirdly in the Second Schedule hereunder written and hereinafter referred to as "the Property" and shown on the layout plan annexed hereto and marked as Annexure "B";

R. Certain portions of the Property are reserved / earmarked under the Development Plan of City of Thane for Town Centre, HCMTR and Service Road. The aforesaid reservations are hereinafter referred to as "Azziano DP Reservations";

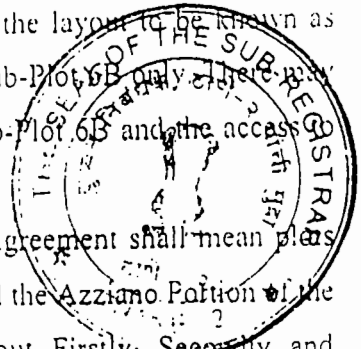
S. The Developer has disclosed the following to the Purchaser and the Purchaser is aware that:

(i) The layout of Azziano is proposed to comprise of Sub-Plot 6A, Sub-Plot 6B and the Azziano Portion of the Government Land. As per the Azziano Plans, the Developer is constructing Wings A, B and C on Sub-Plot 6A and Wings E to K on Sub-Plot 6B.

(ii) Upon the completion of acquisition of the Azziano Portion of the Government Land, the Azziano Portion of the Government Land shall be merged with Sub-Plot 6A and Sub-Plot 6B and the entire layout shall be known as Azziano and the Developer shall construct thereon 2 (two) additional wings i.e. Wings D and L as shown in the layout annexed hereto and marked as Annexure "B".

(iii) In the event the acquisition of the Azziano Portion of the Government Land is delayed or in any case at the Developer's discretion, the Developer shall be entitled to develop the Azziano building / complex comprising two separate and distinct plots, namely, Sub-Plot 6A and Sub-Plot 6B. In such a scenario, Wings A, B and C shall be located on Sub-Plot 6A and Wings E to K shall be located on Sub-Plot 6B and that the layout to be known as Azziano would comprise of Sub-Plot 6A and Sub-Plot 6B only. There shall not be a direct access from Sub-Plot 6A to Sub-Plot 6B and the access to the same shall be from 12 meters internal road.

(iv) The term "Property" for the purposes of this Agreement shall mean plots bearing and being Sub-Plot 6A; Sub-Plot 6B and the Azziano Portion of the Government Land as more particularly set out Firstly; Secondly and Thirdly in the Second Schedule hereunder written only upon acquisition of the Azziano Portion of the Government Land by the Developer and the same for the purposes of development of the building / complex Azziano being merged with Sub-Plot 6 A and Sub-Plot 6 B. In the event the acquisition of the Azziano Portion of the Government Land is delayed or in any case at the Developer's discretion, the term Property would only mean

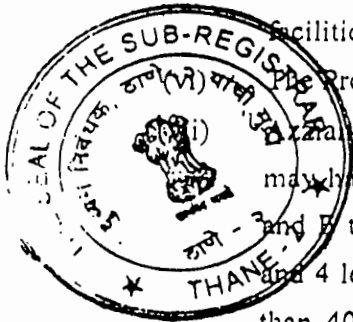


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plots bearing and being Sub-Plot 6A and Sub-Plot 6B more particularly set out Firstly and Secondly in the Second Schedule hereunder written.

- (v) The recreational facilities of the building / complex Azziano may be constructed / located either on Sub-Plot 6A or Sub-Plot 6B or on the Azziano Portion of the Government Land (as and when acquired), which recreational facilities will be available collectively for the benefit and enjoyment of all the purchasers/residents/occupants of premises in the building / complex Azziano (i.e. the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot A, the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot B and the purchasers/residents/occupants of premises in buildings constructed on the Azziano Portion of the Government Land (as and when acquired)) notwithstanding the location of recreational facility in the building / complex Azziano. The outgoings and maintenance (including costs of repairs / improvements etc.) for the recreational facilities provided in the building / complex Azziano (i.e. either on Sub-Plot 6A or Sub-Plot 6B or Azziano Portion of the Government Land (as and when acquired)) shall be borne and paid collectively by all the purchasers/residents/occupants of premises in the building / complex Azziano (i.e. the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot A, the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot B and the purchasers/residents/occupants of premises in buildings constructed on the Azziano Portion of the Government Land (as and when acquired)). The organisation as may be formed with respect to each sub-plot / portion shall provide access and assistance as may be required by the organisation of the other sub-plot / portion for easy access and availability of the recreational facilities and the Developer / such organisation shall devise the manner of collection of outgoings and the maintenance charges for the recreational facilities to be constructed in the building / complex Azziano.



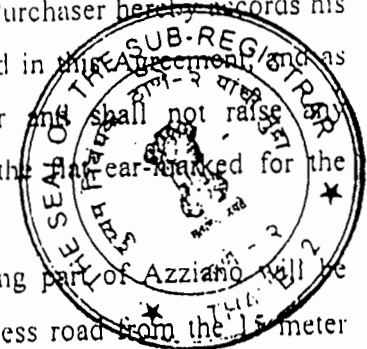
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The Property abuts 30 meters wide HCMTR.

Azziano shall comprise of several residential wings. All or any of the wings may have commercial user on ground and first level. The Wings A, B, C and E to K, along with proposed Wings D and L will have common stilt and 4 levels of podium and shall consist of several upper floors (not more than 40 upper floors) for residential user subject to the approval of the concerned authorities. It is proposed that there shall be a commercial shop line on the side of the Property which abuts 15 meters service road along the north/side and which abuts 30 meters HCMTR along the west side of the Property. The commercial user on the ground and first level of building line may have common or independent access as per design requirement together with parking facilities demarcated therein. The Purchaser accords

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- his consent for such commercial user / commercial / retail / shop line within / abutting the Property and all amendments thereto as may be required from time to time by the Developer / concerned local authorities.
- (viii) The Property is marginally affected by CRZ-II. The Developer has obtained the sanction from the concerned authority for construction of the Building.
 - (ix) The Developer has obtained the environmental clearances for the Special Township Project.
 - (x) The Property will be developed in phases including the area under proposed podium.
 - (xi) The Developer shall provide a Recreation Ground (R.G.) admeasuring at least 6732.68 square meters in the layout of Azziano.
 - (xii) The Developer is entitled to make provision for change in layout of R.G., and utilize the entire F.S.I. available on the entire layout of Special Township Project till the Building Completion Certificate is issued in respect of last residential / commercial building to be constructed on the layout of the Special Township Project in accordance with law.
 - (xiii) The zoning shown in the layout plan of the Special Township Project in and around the Property is subject to change with prior approval from the concerned authorities. The Purchaser hereby accords his consent for the said changes in zoning as contemplated in this Agreement, and as per the disclosures made by the Developer and shall not raise any objections of whatsoever nature so long as the flat ear-marked for the Purchaser is not affected in any manner.
 - (xiv) The Developer shall be entitled to relocate the reservations within Azziano as well as within the Special Township Project, subject to obtaining the approval from the concerned authorities. The Purchaser hereby accords his consent for the said relocation as contemplated in this Agreement, and as per the disclosures made by the Developer and shall not raise any objections of whatsoever nature so long as the flat ear-marked for the Purchaser is not affected in any manner.
 - (xv) The Wings and other areas / premises forming part of Azziano will be provided with independent 12 meter wide access road from the 15 meter wide D.P. Road on the north side of the Property, which is connected to the existing Saket Balkum Road. The Developer proposes to provide access for ingress and egress to Azziano from the Government Land as well as from the 30 meter wide HCMTR abutting the Property, subject to the approvals from concerned authorities. At any point of time at least one access will be available to Azziano.
 - (xvi) The provision of the access from the south bridge which is connecting the Property to the highway, is an additional access provided to the layout, with specific permission from the National Highway Authority and the

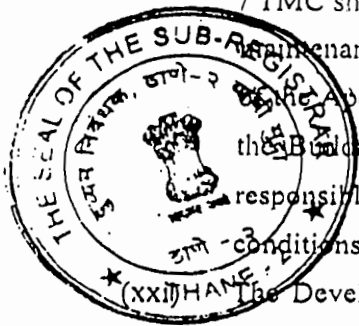


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same is on renewable basis and subject to terms and conditions as may be laid down by the concerned authorities from time to time. The obligation to renew the permissions from the concerned authorities for using the south bridge access shall be done by the Organisation/Apex Body upon the handing over of the Property by the Developer to the Organisation/ Apex Body.

- (xvii) The Developer is in the process of obtaining requisite permissions for the proposed commercial shop line in common stilt area of the Wings along the 30 meters wide HCMTR as earmarked in the layout / commercial user at ground floor and first floor level as mentioned hereinabove by utilising additional FSI available in the Special Township Project. The Purchaser hereby accords his consent for the said conversion in accordance with law.
- (xviii) The Developer is entitled, to change the location of the various amenities such as shopping market, health services, recreation spaces, school, etc in the layout of the Special Township Project, as may be required as per the Special Township Regulations or at the discretion of the Developer. The Developer shall not change the location of the amenities without approval from the appropriate authority.
- (xix) Play ground, gardens, parks and other open spaces provided in the Special Township Project as per Special Township Regulations shall not form part of the exclusive amenities provided for Azziano and that the same will be handed over to the appropriate authority for which the Purchaser and/or the Organisation/ Apex Body shall have no objection.
- (xx) The Property abuts a nalla on eastern side which will be trained by the Developer/ TMC (defined hereafter) till the completion of the Special Township Project. After possession of the flats are handed over to the purchasers and upon formation of the Organisation of the occupants of the Building, till the entire township is completed in all respects, the Developer / TMC shall have unrestricted access to the said nalla for the purposes of its maintenance. Upon the completion of the entire township and the formation of the Apex Body, including the Organisation to be formed with respect to the Building, the Organisation/Apex body, as the case may be, shall be responsible for maintenance of the said nalla and shall fulfill all the conditions of the TMC on that behalf.



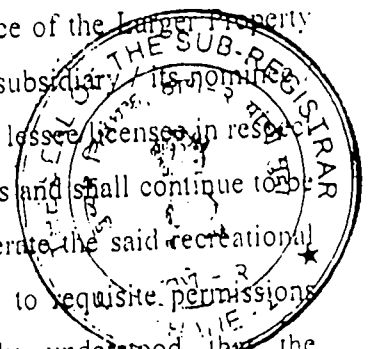
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The Developer is entitled to put up temporary commercial kiosks and/or temporary structures on the Property. The Developer alone shall be entitled to create interest in respect of the kiosks till Property is fully developed in all respects. Upon execution of the conveyance in respect of the Property (which shall include the Azziano Portion of the Government Land only if acquired and merged with Sub-Plot 6A and Sub-Plot 6B by then) in favour of the Apex Body that will be formed and registered in respect of various wings on the Property, the Developer shall become the licensee in respect

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of the said kiosks/ temporary structure and shall be entitled to occupy or create any kind of interest in respect thereof, subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be irrevocable license and the Developer and/or its assignee shall be entitled to use the same without paying any consideration of whatsoever nature to the Apex Body or the Organisation as the case maybe.

(xxii) The Developer is entitled to provide / construct one or more recreational spaces/community spaces (which areas/spaces is intended to be used for recreation / entertainment / health activities) in the common areas of the Larger Property for the use and enjoyment of the purchasers / occupiers of premises in the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property. The Developer shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper. The Developer alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the recreational spaces / community spaces and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Developer shall be entitled to license the recreational spaces / community spaces to a Subsidiary Company or any other Company or entity within the "Rustomjee Group" to operate and maintain the recreational spaces / community spaces. The rent / fees received from such a license shall belong absolutely to the Developer. In the further alternative, the Developer shall also be entitled to assign and / or grant rights in favour of third parties for managing and operating the recreational spaces / community spaces on the terms and conditions the Developer /assignee may deem fit. At the time of conveyance of the Larger Property in favour of the Apex Body, the Developer / its subsidiary / its nominee / its assignee (as the case may be) shall become the lessee / licensee in respect of the said recreational spaces / community spaces and shall continue to be entitled to possess, use, occupy, manage and operate the said recreational spaces / community spaces as aforesaid, subject to requisite permissions from the concerned authorities. It is clearly understood that the lease/license so created shall be irrevocable and the Developer / its subsidiary / its nominee / its assignee (as the case may be) shall be entitled to possess/occupy/manage/regulate the same on its terms and conditions without paying any consideration of whatsoever nature to the Apex Body or the Organisation as the case maybe and without any objection of the Apex Body / any Organization formed with respect to any premises on any portion of the Larger Property / purchasers / occupiers of premises in the Larger Property.



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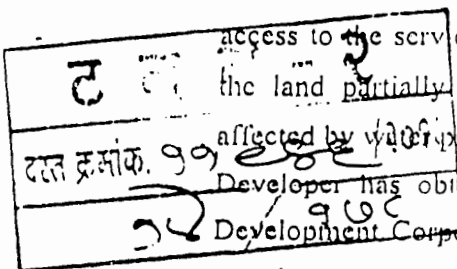
(xxiii) The Developer has made adequate provision for parking for the building / complex Azziano in accordance with the Development Control Regulations, 1994 ("DCR") and/or the building bye-laws, etc. The Developer has made provision for adequate parking in accordance with law and has not charged/ levied any consideration for allotment of parking. Till the formation and registration of the Organisation, the Developer has no objection if the Purchaser uses the space/s designated for parking as more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the Said Parking Space" for the purpose of parking his vehicle. Upon formation of the Organisation, it is open for the Purchaser to approach the Organisation for the allotment of the Said Parking Space in his favour.

T. The layout plan showing the location of the Wings A, B and C and Building Wings E to K duly approved by TMC is annexed hereto and marked as Annexure "B". The said layout plan also indicates the common areas and amenities which presently are tentative and may be subject to change as may be required by the Developer or by the TMC;

U. The subject matter of this Agreement is the Wing more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the Building" and shown on the layout plan annexed hereto as Annexure "B" and being constructed / to be constructed on the Property which is a part of the layout of the Special Township Project which the Developer is desirous of developing phase wise by obtaining the permissions from the concerned authorities;

V. In anticipation of the Additional FSI which will be generated under the Special Township Project, and subject to the necessary approvals the Developer will construct several additional residential wings with several upper floors in a phased wise manner as a part of proposed extension / amalgamation plans. The layout of the Property may be extended to form interconnected stilts and several levels of podium. A portion of the podium will have an RG in respect of the Property. A recreational facility will also be constructed on the stilt / podium. The aforesaid would be subject to amendment and/or modification and sanction as per the rules and regulations and approval of TMC or other concerned authority;

W. The Developer has made the Purchaser aware that a portion of the Larger Property on which the service road is proposed to be made is affected by CRZ - II. The access to the service road shall also be provided through a bridge constructed on the land partially belonging to the National Highway Authority and partially affected by water pipelines which form a part of the Special Township Project. The Developer has obtained the necessary permission from Maharashtra Industrial Development Corporation ("MIDC"), Shahad Temghar (STEM) Water Authority



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(STEM), TMC and National Highway Authority to construct the bridge. The Developer has executed an agreement with the concerned authorities in this regard and obtained a license to use the same. The Developer shall provide the access to the residential wings either from a service road on North side of the Property or through a bridge constructed upon the land partially belonging to the National Highway Authority and partially affected by water pipelines. The Purchaser is made aware by the Developer, that the Developer will apply and avail the renewal of the access permission from National Highway Authority till such time the Organization and/or the Apex Body is formed. Thereafter once the layout is handed over to the Organization and/or the Apex Body functioning within the frame work of its constitution, the Organization and/ or the Apex body shall be responsible for taking / renewing such permission from the National Highway Authority in respect of Larger Property;

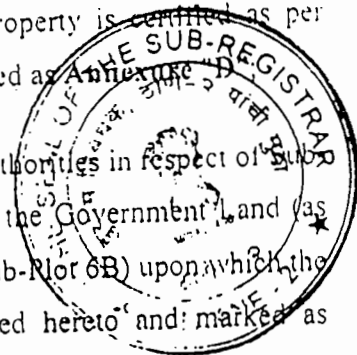
X. As per the plans, Azziano will have its own exclusive Common Areas and Facilities, more particularly set out in the Third Schedule hereunder written;

Y. 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 Azziano, 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, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to Azziano 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;

Z. The title of the properties comprised in the Larger Property is certified as per Certificates of Title, which are annexed hereto and marked as Annexure "D";

AA. The Copies of the 7/12 extracts issued by the revenue authorities in respect of Sub-Plot 6A, Sub-Plot 6B and / or the Azziano Portion of the Government Land (as and when acquired and merged with Sub-Plot 6A and Sub-Plot 6B) upon which the Building is constructed / being constructed is annexed hereto and marked as Annexure "E";

BB. The Developer has obtained from the TMC the last Development Permission / Commencement Certificate in respect of the Building, the details of which are more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the "Development Permission / Commencement



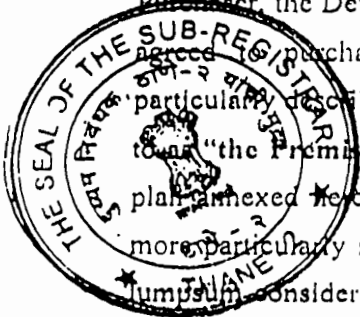
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Certificate". A copy of the Development Permission / Commencement Certificate with respect to the Building is annexed hereto as Annexure "C";

- CC. 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;
- DD. The Developer has appointed M/s Hafeez Contractor, as the Consulting Architects and Mr. Manish Savant as the TMC Architect and M/s. Sterling Engineering Consultancy Services Pvt. Ltd., as Structural Consultants for the preparation of the structural designs and drawings of the Wings 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 Wings to be constructed on the Property;
- EE. While sanctioning the Azziano 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 the Occupation and Completion Certificates in respect of the Wings shall be granted by TMC;
- FF. 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 (with respect to the Azziano Portion of the Government Land as and when acquired), 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 thereunder and the Purchaser is fully satisfied with the title in respect of the Property;

- GG. Pursuant to the discussions and negotiations held between the Developer and the Purchaser, the Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, on ownership basis, a flat more particularly described in the Fifth Schedule hereunder written, hereinafter referred to as "the Premises" and shown in red colour boundary line on the typical floor plan annexed hereto and marked as Annexure "F" with such amenities therein more particularly mentioned in the Third Schedule hereunder written for a total consideration (including the proportionate price of the "Common areas and facilities" appurtenant to the Premises) as more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the Consideration", payable to the Developer in the manner and on the detailed terms and conditions agreed between the Developer and the Purchaser as recorded herein; १७८



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HH. 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. DEFINITIONS AND INTERPRETATION:

1.1. DEFINITIONS:

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

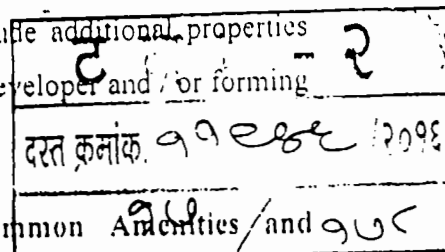
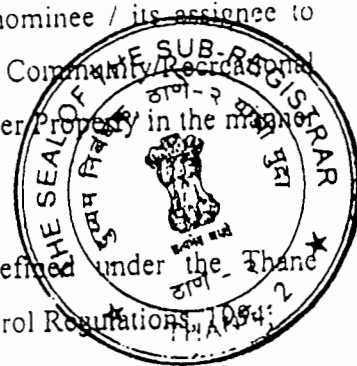
(a) "Additional FSI" means the additional Floor Space Index for the Developer's use on the Property which will/ may be granted by TMC, as per the Special Township Regulations on the Developer complying with the provisions of the Special Township Regulations and includes any other—benefits that may be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

(b) "Apex Body" means a single apex organisation comprising the various societies/organisations/corporate bodies in respect of the several buildings, that may be developed on the Larger Property including the Organisation 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 save and except and subject to the right of the Developer / its subsidiary / its nominee / its assignee to possess, occupy, manage and regulate the Community/Recreational Spaces that may be developed on the Larger Property in the manner as stated in this Agreement;

(c) "FSI" means Floor Space Index as defined under the Thane Municipal Corporation Development Control Regulations, 1984;

(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 / or forming part of the Special Township Project;

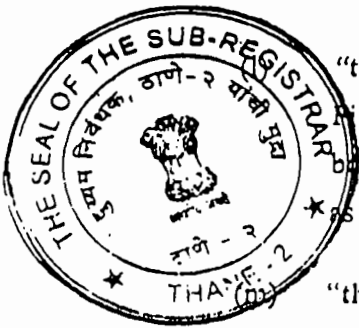
(e) "Larger Property Infrastructure, Common Amenities and Facilities" means the common infrastructure, amenities and facilities to be developed by the Developer in a phased wise manner for the benefit of and utilization by the occupants of the Special



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Township;

- (f) "MAO Act" means the Maharashtra Apartment Ownership Act, 1970 and the rules framed thereunder;
- (g) "Organisation" means either the society/ies that may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 or Association of Apartment owners that may be formed under the provisions of the MAO Act in respect of the Property and / or the Building or the Wings in accordance with the provisions of Clause 10 herein;
- (h) "Property" means the portion of the Larger Property described in the Second Schedule hereunder written and shown on the plan annexed hereto and marked as Annexure "B" and as more particularly clarified in the recitals hereinabove;
- (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. D.C.R/U.D-12 dated May 25, 2006;
- (j) "the Azziano DP Reservations" means the reservations to which the Property is subject under the Development Plan of City of Thane;
- (k) "the Building" means the Wing more particularly described in the Fifth Schedule hereunder written of Azziano being constructed / to be constructed on a part of the Property;



"the Premises" means the Flat more particularly described in the Fifth Schedule hereunder written and as shown in red colour boundary line on the typical floor plan hereto annexed and marked as Annexure "F";

"the Azziano Extension Plans" means plans as described in recital (g) with respect to the proposed Wings D and L to be constructed on the Azziano Portion of the Government Land and indicated on the plan annexed hereto and marked as Annexure "B" subject to amendment, modifications and approval from all concerned authorities;

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- (n) "TMC" means the Thane Municipal Corporation;
- (o) "the Azziano Plans" means the plans prepared and approved for Wings A, B, C and E to K under construction by the Developer on the Property, and which is shown on the layout plan annexed hereto and marked as Annexure "B".

1.2. **INTERPRETATION AND CONSTRUCTION:**

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 organisation 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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2. **PLANS:**

The Developer shall construct the Building on a part of the Property, forming part of the building / complex known as "AZZIANO" as per the Azziano Plans. Once

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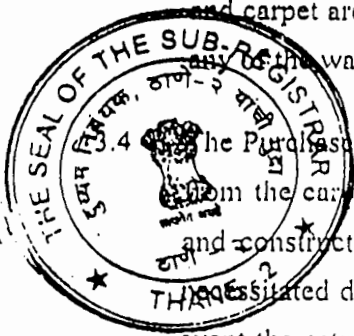
further layout is approved, the Developer shall construct additional wings as per the Proposed Azziano Extension Plans to be approved by the TMC in a phase wise manner as set out herein. Both the Azziano Plans as well as the proposed Azziano Extension Plans have been seen and approved by the Purchaser. The Purchaser agrees and understands that the Azziano Plans as well as the Azziano Extension Plans are subject to 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 and the Purchaser doth hereby give his express irrevocable consent to the same.

3. AGREEMENT:

3.1 The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, on ownership basis, the Premises, being a flat more particularly described in the Fifth Schedule hereunder written and shown in red colour boundary line on the typical floor plan annexed hereto as Annexure "F" for the Consideration, being the total lumpsum consideration more particularly mentioned in the Fifth Schedule hereunder written payable by the Purchaser to the Developer in the manner and on the detailed terms and conditions agreed between the Developer and the Purchaser and as recorded herein.

3.2 The Developer shall provide to the Purchaser, the Premises with the amenities as mentioned in the Third Schedule hereunder written.

3.3 The carpet area of the Premises shall mean and include the areas between the bare wall surfaces in the rooms, areas including deck with peripheral deck up-stands, and / or any other areas which the Purchaser is exclusively entitled to use. The carpet area of the Premises is measured on a bare shell basis, which area is also indicated in the approved plan. Room dimensions and carpet area indicated is prior to application of any finishing material on the walls / surfaces and / or installation of any fixtures / piping etc.



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3.4 The Purchaser is made aware that the carpet area of the Premises may vary from the carpet area mentioned herein by +/- 3 % due to structural design and construction variances and / or column / wall sizing which may be necessitated due to design and statutory building code requirements. In the event the actual carpet area of the Premises is less than 97 % of the carpet area mentioned herein, then the Consideration shall be proportionately reduced and the excess Consideration received by the Developer shall be refunded (without interest thereon). In the event of increase of carpet area beyond 3% of the carpet area mentioned herein, then the Purchaser shall be liable to pay proportionate Consideration for the differential carpet area beyond 3%. For example, if there is increase of 5% in carpet area then the

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Purchaser shall be liable to pay the proportionate Consideration for the variation of 2%. However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Premises and the represented carpet area is less than or equal to 3% of the carpet area mentioned herein.

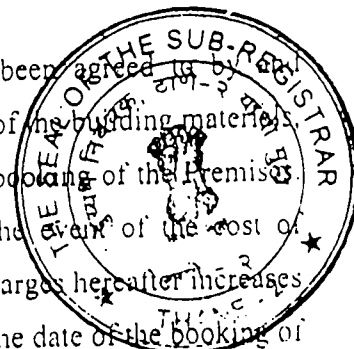
4. **PAYMENT:**

4.1 The Purchaser shall pay the Consideration being the total lumpsum consideration more particularly mentioned in the Fifth Schedule hereunder written as per the payment schedule in the manner set out in the Sixth Schedule hereunder written.

4.2 The payment towards the Consideration shall be made by the Purchaser within 10 (ten) days of notice in writing by the Developer in favour of the Developer's escrow account more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the "Developer's Escrow Account" in view of the Building being mortgaged with the bank as more particularly stated in the Fifth Schedule hereunder written and hereinafter referred to as the "Mortgagee Bank".

4.3 Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer interest at the rate of 2% (two per cent) 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.

4.4 The consideration amount of the Premises has been agreed to by between the Parties hereto on the basis of the cost of building materials, services and labour charges as on the date of the booking of the Premises. The Purchaser hereby expressly agrees that in the event of the cost of building materials and/or services and/or liaison charges hereafter increases by more than 10% from the rates prevailing as on the date of the booking of the Premises, the Purchaser shall pay to the Developer an additional sum as a part of the consideration for the Premises, which shall be calculated on the basis of the increased cost of the building materials and/or labour charges from the rates prevailing as on the date of the booking of the Premises as may be certified by the Developer and such escalated price shall be paid by the Purchaser to the Developer divided equally along with the unpaid balance of the installments of the Consideration amount payable as aforesaid. The expression "Consideration", "consideration amount" or "purchase price" or "balance of purchase price" or "all the



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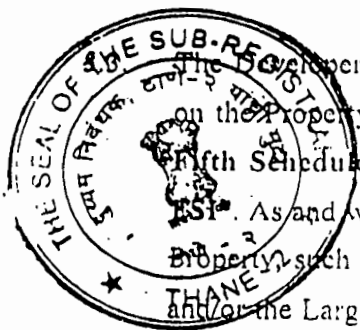
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amounts" or "final dues" wherever appearing in these presents shall deem to include such escalated price if any and till the Purchaser pays to the Developer the entire consideration amount inclusive of escalated price if any together with any other payments and deposits, the Purchaser shall not be entitled to the possession of the Premises.

5. OBLIGATIONS OF DEVELOPER:

5.1. The Developer will construct the Building in accordance with the Azziano 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 Azziano Plans and Azziano Extension 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 Azziano Plans and the Azziano Extension Plans, as may be modified from time to time and such changes in the building/s plans as may be necessary for the effective fulfillment of the same.

5.2. 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.



The Developer declares that at present the FSI contemplated to be loaded on the Property is the built up area as more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "Present FSI". As and when any additional FSI is generated in respect of the Larger Property, such additional FSI/ 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.

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5.4. 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 transfer document in favour of the Organisation as contemplated in this Agreement make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Property.

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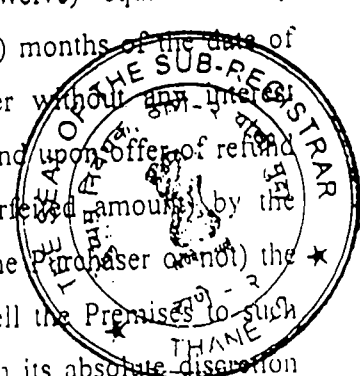
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6. **DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:**

6.1. On the Purchaser committing default in payment on the 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 other terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.

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

6.3. Provided further that upon termination of this Agreement as aforesaid, the amount of 10% (ten per cent) of the 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 towards Consideration of the Premises which may till then have been paid by the Purchaser to the Developer in 12 (twelve) equal monthly installments payable from the expiration of 6 (six) months of the date of termination of this Agreement by the Developer without any interest thereon and upon termination of this Agreement and upon offer of refund of the aforesaid amount (after deducting 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.



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7. **FIXTURE/FITTINGS:**

The Developer will provide the fixtures, fittings and amenities in the Building and the Premises as set out in Annexure "G" annexed hereto.

8. **RIGHTS OF DEVELOPER:**

8.1 It is expressly agreed that the right of the Purchaser under this Agreement

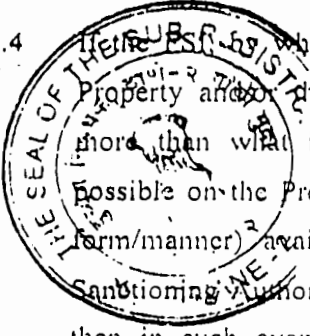
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is only restricted to the Premises agreed to be sold by the Developer to the Purchaser and all other premises shall be the sole property of the Developer and the Developer shall be entitled to sell and / or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

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

- (i) acquisition of additional plots of land from any person or persons including the Government of Maharashtra and inclusion of such plots of land in the lay out plan of the Larger Property and/or the Property;
- (ii) amalgamation of the Larger Property with any adjoining plots of land; and amalgamation of the Property with any adjoining plots of land and the Purchaser and/or the Organisation 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.

8.3 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 Building constructed on the Property, including the stilt, podium, parking spaces, 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.

8.4  whatever name or form is increased (a) in respect of the Property and/or the Larger Property and/or additional construction (i.e. more than what is envisaged under the Azziano Extension 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

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

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महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14094604242773

Bank/Branch: PNB/GHODBUNDER ROAD(6100) Stationery No: 14094604242773
 Pmt Txn id : 101016M2092 Print DtTime: 10-10-2016@14:34:43
 Pmt DtTime : 10-10-2016@09:34:37 GRAS GRN : MH0050750602016175
 ChallanIdNo: 03006172016100750399 Office Name : IGR114/THN2_THANE 2 JOINT
 District : 1201/THANE

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS
 StDuty Amt : R 5,32,000/- (Rs Five, Three Two, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment
 Prop Mvblty: Immovable Consideration: R 1,51,97,600/-
 Prop Descr : FLAT NO 103, A WING RUSTOMJEE, AZZIANO NR, MUMBAI NASHIKBYPASS HIGHWAY
 MAJIWADE, THANE, Maharashtra

Duty Payer: (PAN-AAPPE3042B) MR KUNAL ENDAIT
 Other Party: (PAN-AACCK3513F) MESSERS KAPSTONE CONSTRUCTIONS PVT LTD

Bank official1 Name & Signature

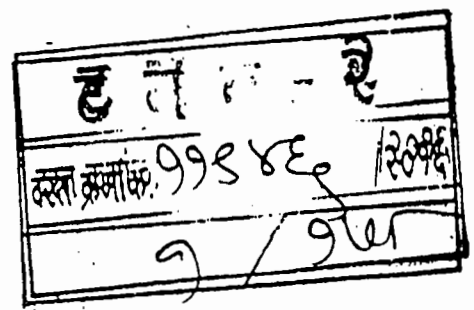
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Bank official2 Name & Signature

Handwritten signature
 A. M. MATHKAR
 38547

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e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

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AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane on this 10th day of October, 2016.

BETWEEN

KAPSTONE CONSTRUCTIONS PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069, 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

Mr. Kunal Endait

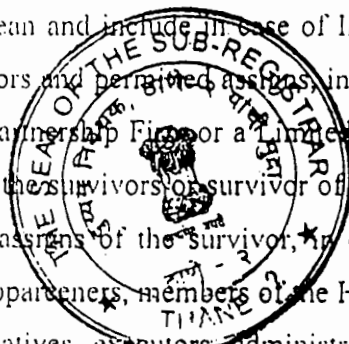
having address at 601/B, Atlantis Apartment, Behind Hypercity Mall, Kasarvadavli, Ghodbunder Road, Thane (W)-400615.

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 Individual, his/her/their respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor, in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns. in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the OTHER PART.

(The Developer and the Purchaser are hereinafter collectively referred to as "the Parties" and individually as a "Party").

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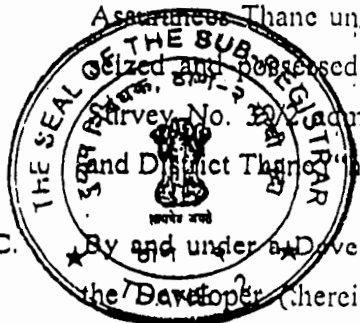
WHEREAS:

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. Secma 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 and District Thane (hereinafter referred to as the "First Original Acquired Property");

B. By and under an Agreement for Sale dated December 21, 2006 executed between the Developer (therein referred to as 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 referred to as 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. 30/3 measuring 4000 square meters of 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 referred to as 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 referred to as 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 measuring 4280 square meters of the Village Majiwade, Taluka and District Thane ("hereinafter referred to as the "Third Acquired Property");



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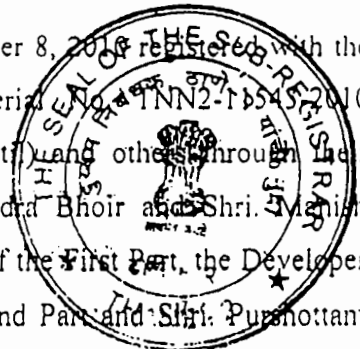
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D. Further by a Conveyance Deed dated May 15, 2008 registered with the Sub Registrar of Assurances, Thane bearing Serial No. TNN-2 - 04548 - 2008 executed between Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Vendors") of the First Part and Smt. Sakhubai Rawji Patil (therein referred to as the "Confirming Party") of the Second Part and the Developer ("therein referred to as the "Purchaser") of the Third Part, the Developer became seized and possessed of and *inter alia* acquired the right to develop the property bearing Survey Nos. 327/1, 328/1 and 328/2 totally admeasuring 1490 square 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 Gumanmal 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 and 12/4 totally admeasuring 1122.15 square meters ("First Exchanged Property") forming part of the First Original Acquired Property for a portion of plot bearing Survey No. 21/1 admeasuring 1122.15 square meters and accordingly acquired the right to develop the portion of the said plot bearing Survey No. 21/1 ("hereinafter referred to as the "Fifth Acquired Property");

F. By and under the Deed of Conveyance dated October 8, 2008 registered with the Sub Registrar of Assurances Thane bearing Serial No. TNN2-15452-2010 executed between Shri. Pundalik Shinu Vaity (Patil) and others through their Constituted Attorney Shri. Purshottam Harishchandra Bhoir and Shri. Vishish Dilip Savant (therein referred to as "the Vendors") of the First Part, the Developer (therein referred to as "the Purchaser") of the Second Part and Shri. Purshottam Harishchandra Bhoir and Manish Dilip Savant (therein referred to as "the Confirming Party") of the Third Part, the Developer became seized and possessed of and *inter alia* acquired the right to develop the property bearing Survey No. 14, Hissa No. 1 admeasuring about 2830 square meters out of 5500 square meters of 2 Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Sixth Acquired Property");

G. By and under an Agreement dated October 27, 2009 executed between Ashok Udaisingh Varma (therein referred to as the "First Owner No. 1") and Vijaysingh Rajasingh Varma (therein referred to as the "First Owner No. 2") of the First Part, the Developer (therein referred to as "the First Developer") of the Second Part and Shri. Pandurang Narayan Bhoir and others through their Constituted Attorney Mr.

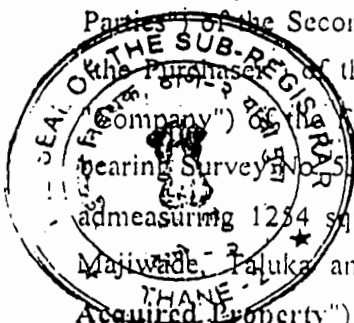


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Mangalprabhat Gumannal Lodha (therein referred to as "the Second Owner") of the Third Part and Lodha Estate Pvt. Ltd (LEPL), M/s. Shree Sainath Enterprises (SSE) and Mr. Mangalparabhat Gumannal Lodha (MPL) (therein referred to as the "Second Developer") of the Fourth Part and registered with the Sub Registrar of Assurances Thane vide serial No. TNN2-9928 of 2009; the Developer exchanged development rights in respect of portions of plots bearing Survey No. 22 totally admeasuring 2380 square meters ("Second Exchanged Property") forming part of the First Original Acquired Property for a portion of plot bearing Survey No. 30/5 area admeasuring 430.70 square meters out of 5790 square meters and Survey No. 30/6 area admeasuring 759.30 square meters out of 1140 square meters and accordingly acquired the right to develop the portions of the said plot bearing Survey No. 30/5 and 30/6 (hereinafter referred to as the "Seventh Acquired Property");

H. By and under the Deed of Conveyance dated September 24, 2009 registered with Sub Registrar of Assurances Thane bearing Serial No. TNN-2 08703-2009 executed between Shri. Dilip Harishchandra Bhoir (therein referred to as the "Vendor") of the First Part and the Developer (therein referred to as the "Purchaser") of the Second Part, the Developer became seized and possessed of and inter alia acquired the right to develop the property bearing Survey No. 30/7 admeasuring area 350 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Eighth Acquired Property");

I. By and under a Deed of Conveyance dated July 5, 2011 registered with Sub Registrar of Assurances Thane bearing Serial No. TNN2-07428-2011 executed with Janardhan Jagannath Vaity and others (therein referred to as "the Owners") of the First Part and M/s. Ravechi Real Estate through their Partners Dhanji Velji Bauva, Vassanji Lakhmi Karia, Milind Anant Korde, Deepak Chandrakant Kharkar and Jayantilal Popatlal Shah (therein referred to as "the Confirming Parties") of the Second Part and Mr. Boman Rustom Irani (therein referred to as the Purchaser) of the Third Part and the Developer (therein referred to as the "Company") of the Fourth Part, Mr. Boman Rustom Irani acquired the property bearing Survey No. 53/2/2 admeasuring 2390 square meters and Survey No. 53/2/3 admeasuring 1254 square meters aggregating to 3644 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Ninth Acquired Property") for the consideration as mentioned therein, with a view to amalgamate the same with the adjoining land on which a Special Township Project



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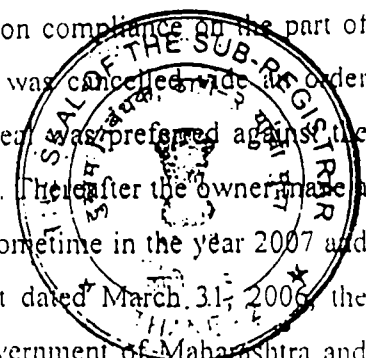
is undertaken by the Developer and in this regard permitted the Developer to undertake all the necessary acts, deeds, matters and things for the amalgamation of the Ninth Acquired Property with the adjoining land including the land on which the Special Township Project is undertaken by the Developer;

J. The Revenue and Forest Department Mantralaya, Mumbai, has vide its letter / order dated May 3, 2010 bearing no. Land 2708/ CN/ 28/ L-4 allotted to the Developer the land bearing Survey No. 386/1 of Village Majiwade Taluka and District Thane admeasuring 17,732 square meters (hereinafter referred to as the "Government Land") after deduction of 11.2 Gunthas of land already allotted to the Public Works Department forming part of the Special Township Project of the Developer. The Developer is in the process of completing the acquisition of the Government Land;

K. The First Original Acquired Property after deducting the area of the First Exchanged Property and the Second Exchanged Property is hereinafter referred to as "First Acquired Property". The First Acquired Property, the Second Acquired Property, the Third Acquired Property, the Fourth Acquired Property, the Fifth Acquired Property, the Sixth Acquired Property, the Seventh Acquired Property, the Eighth Acquired Property, the Ninth Acquired Property and the Government Land bearing Survey No. 386/1 of Village Majiwade Taluka and District Thane allotted by the Revenue and Forest Department Government of Maharashtra vide order dated May 3, 2010 is hereinafter collectively referred to as the "Larger Property" and is more particularly described in the First Schedule hereunder written and delineated in yellow colour boundary line of the Plan annexed hereto and marked Annexure "A";

L. 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 and 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 First Acquired Property. Subsequently, due to non compliance on the part of the then owner, the order dated October 30, 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 dated March 31, 2006, the Competent Authority referred the matter to the Government of Maharashtra and pursuant to such referral the Government issued an order u/s 34 of the ULCRA in respect of the First 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 Hon'ble Bombay High Court vide orders dated December 19, 2007 and October 7,

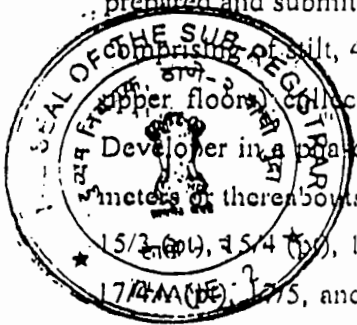
2008. The matter is presently pending before the Hon'ble Bombay High Court;



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- M. The Developer proposes to develop the part of the Larger Property 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");
- N. The Developer has, in accordance with the Special Township Regulations obtained the locational clearance in respect of the Special Township Project;
- O. The Developer is desirous of developing the Special Township Project as an integrated township and it is contemplated that the same shall *inter alia* comprise of Residential utilization, Commercial utilization, Amenity spaces and School;
- P. Certain portions of the Larger Property are reserved / earmarked under the Development Plan of City of Thane for D. P. Roads, Town Center, Schools, Gardens, Park, High Capacity Mass Transit Route ("HCMTR"), Housing for Dishoused / Transit Camp etc. The aforesaid reservations are hereinafter collectively referred to as the "Larger Property DP Reservations";
- Q. The Developer is constructing a building / complex to be known as "AZZIANO" which is intended to comprise of wings to be constructed on Sub-Plot 6A, Sub-Plot 6B and on a portion of Government Land admeasuring 4826.62 square meters out and from the Government Land. The portion of land admeasuring 4826.62 square meters out and from the Government Land admeasuring 17,732 square meters and on which some wings of Azziano may be constructed in the manner stated herein is hereafter referred to as "the Azziano Portion of the Government Land". Pending receipt of further approvals 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 10 wings being Wing A,B,C,E,F,G,H,I,J,K each comprising of silt, 4 levels of podium plus several upper floors (not exceeding 40 upper floors) collectively referred to as the "Wings" to be constructed by the Developer in a phase wise manner on Sub-Plot 6A admeasuring 10262.38 square meters or thereabouts in the aggregate and bearing Survey Nos. 14/1 (pt), 15/2 (pt), 15/3 (pt), 15/4 (pt), 15/5 (pt), 16/2A (pt), 16/3, 16/4, 16/5 (pt), 16/6 (pt), 17/3 (pt), 17/4A (pt), 17/5, and 17/6A (pt) and Sub-Plot 6B admeasuring 25,644.54 square meters or thereabouts in the aggregate and bearing Survey Nos. 49/1, 49/2, 49/3, 50/1 (pt), 50/2, 50/3, 51/1, 51/2, 51/3, 51/4 (pt), 51/5 (pt), 53/2/3, and 383 (pt) of Village Majiwade, Taluka and District Thane. Upon acquisition of the Azziano Portion of the Government Land and merging the same with Sub-Plot 6A and Sub-Plot 6B as explained herein, the Developer on the basis of the Azziano Extension Plans proposes to construct Wings D and L on the Azziano Portion of the



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Government Land admeasuring 4826.62 square meters and bearing Survey No. 386/1(pt). The Sub-Plot 6A, Sub-Plot 6B and the Azziano Portion of the Government Land are more particularly described Firstly, Secondly and Thirdly in the **Second Schedule** hereunder written and hereinafter referred to as "the **Property**" and shown on the layout plan annexed hereto and marked as Annexure "B";

R. Certain portions of the Property are reserved / earmarked under the Development Plan of City of Thane for Town Centre, HCMTR and Service Road. The aforesaid reservations are hereinafter referred to as "**Azziano DP Reservations**";

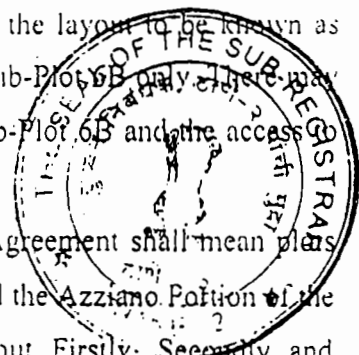
S. The Developer has disclosed the following to the Purchaser and the Purchaser is aware that:

(i) The layout of Azziano is proposed to comprise of Sub-Plot 6A, Sub-Plot 6B and the Azziano Portion of the Government Land. As per the Azziano Plans, the Developer is constructing Wings A, B and C on Sub-Plot 6A and Wings E to K on Sub-Plot 6B.

(ii) Upon the completion of acquisition of the Azziano Portion of the Government Land, the Azziano Portion of the Government Land shall be merged with Sub-Plot 6A and Sub-Plot 6B and the entire layout shall be known as Azziano and the Developer shall construct thereon 2 (two) additional wings i.e. Wings D and L as shown in the layout annexed hereto and marked as Annexure "B".

(iii) In the event the acquisition of the Azziano Portion of the Government Land is delayed or in any case at the Developer's discretion, the Developer shall be entitled to develop the Azziano building / complex comprising two separate and distinct plots, namely, Sub-Plot 6A and Sub-Plot 6B. In such a scenario, Wings A, B and C shall be located on Sub-Plot 6A and Wings E to K shall be located on Sub-Plot 6B and that the layout to be known as Azziano would comprise of Sub-Plot 6A and Sub-Plot 6B. There shall not be a direct access from Sub-Plot 6A to Sub-Plot 6B and the access to the same shall be from 12 meters internal road.

(iv) The term "Property" for the purposes of this Agreement shall mean plots bearing and being Sub-Plot 6A; Sub-Plot 6B and the Azziano Portion of the Government Land as more particularly set out Firstly, Secondly and Thirdly in the Second Schedule hereunder written only upon acquisition of the Azziano Portion of the Government Land by the Developer and the same for the purposes of development of the building / complex Azziano being merged with Sub-Plot 6 A and Sub-Plot 6 B. In the event the acquisition of the Azziano Portion of the Government Land is delayed or in any case at the Developer's discretion, the term Property would only mean

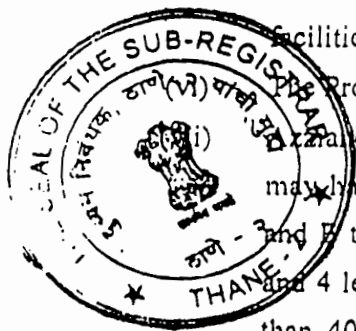


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plots bearing and being Sub-Plot 6A and Sub-Plot 6B more particularly set out Firstly and Secondly in the Second Schedule hereunder written.

(v) The recreational facilities of the building / complex Azziano may be constructed / located either on Sub-Plot 6A or Sub-Plot 6B or on the Azziano Portion of the Government Land (as and when acquired), which recreational facilities will be available collectively for the benefit and enjoyment of all the purchasers/residents/occupants of premises in the building / complex Azziano (i.e. the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot A, the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot B and the purchasers/residents/occupants of premises in buildings constructed on the Azziano Portion of the Government Land (as and when acquired)) notwithstanding the location of recreational facility in the building / complex Azziano. The outgoings and maintenance (including costs of repairs / improvements etc.) for the recreational facilities provided in the building / complex Azziano (i.e. either on Sub-Plot 6A or Sub-Plot 6B or Azziano Portion of the Government Land (as and when acquired)) shall be borne and paid collectively by all the purchasers/residents/occupants of premises in the building / complex Azziano (i.e. the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot A, the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot B and the purchasers/residents/occupants of premises in buildings constructed on the Azziano Portion of the Government Land (as and when acquired)). The organisation as may be formed with respect to each sub-plot / portion shall provide access and assistance as may be required by the organisation of the other sub-plot / portion for easy access and availability of the recreational facilities and the Developer / such organisation shall devise the manner of collection of outgoings and the maintenance charges for the recreational facilities to be constructed in the building / complex Azziano.



The Property abuts 30 meters wide HCMTR.

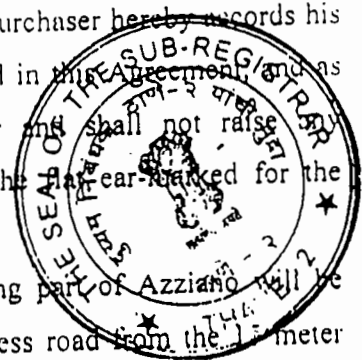
Azziano shall comprise of several residential wings. All or any of the wings may have commercial user on ground and first level. The Wings A, B, C and E to K, along with proposed Wings D and L will have common still and 4 levels of podium and shall consist of several upper floors (not more than 40 upper floors) for residential user subject to the approval of the

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concerned authorities. It is proposed that there shall be a commercial shop line on the side of the Property which abuts 15 meters service road along the north/side and which abuts 30 meters HCMTR along the west side of the Property. The commercial user on the ground and first level of building line may have common or independent access as per design requirement together with parking facilities demarcated therein. The Purchaser accords

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- his consent for such commercial user / commercial / retail / shop line within / abutting the Property and all amendments thereto as may be required from time to time by the Developer / concerned local authorities.
- (viii) The Property is marginally affected by CRZ-II. The Developer has obtained the sanction from the concerned authority for construction of the Building.
- (ix) The Developer has obtained the environmental clearances for the Special Township Project.
- (x) The Property will be developed in phases including the area under proposed podium.
- (xi) The Developer shall provide a Recreation Ground (R.G.) admeasuring at least 6732.68 square meters in the layout of Azziano.
- (xii) The Developer is entitled to make provision for change in layout of R.G., and utilize the entire F.S.I. available on the entire layout of Special Township Project till the Building Completion Certificate is issued in respect of last residential / commercial building to be constructed on the layout of the Special Township Project in accordance with law.
- (xiii) The zoning shown in the layout plan of the Special Township Project in and around the Property is subject to change with prior approval from the concerned authorities. The Purchaser hereby accords his consent for the said changes in zoning as contemplated in this Agreement, and as per the disclosures made by the Developer and shall not raise any objections of whatsoever nature so long as the flat ear-marked for the Purchaser is not affected in any manner.
- (xiv) The Developer shall be entitled to relocate the reservations within Azziano as well as within the Special Township Project, subject to obtaining the approval from the concerned authorities. The Purchaser hereby accords his consent for the said relocation as contemplated in this Agreement, and as per the disclosures made by the Developer and shall not raise any objections of whatsoever nature so long as the flat ear-marked for the Purchaser is not affected in any manner.
- (xv) The Wings and other areas / premises forming part of Azziano will be provided with independent 12 meter wide access road from the 15 meter wide D.P. Road on the north side of the Property, which is connected to the existing Saket Balkum Road. The Developer proposes to provide access for ingress and egress to Azziano from the Government Land as well as from the 30 meter wide HCMTR abutting the Property, subject to the approvals from concerned authorities. At any point of time at least one access will be available to Azziano.
- (xvi) The provision of the access from the south bridge which is connecting the Property to the highway, is an additional access provided to the layout, with specific permission from the National Highway Authority and the

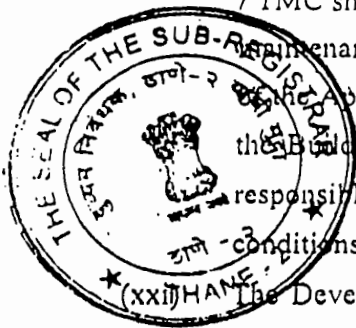


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same is on renewable basis and subject to terms and conditions as may be laid down by the concerned authorities from time to time. The obligation to renew the permissions from the concerned authorities for using the south bridge access shall be done by the Organisation/Apex Body upon the handing over of the Property by the Developer to the Organisation/ Apex Body.

- (xvii) The Developer is in the process of obtaining requisite permissions for the proposed commercial shop line in common stilt area of the Wings along the 30 meters wide HCMTR as earmarked in the layout / commercial user at ground floor and first floor level as mentioned hereinabove by utilising additional FSI available in the Special Township Project. The Purchaser hereby accords his consent for the said conversion in accordance with law.
- (xviii) The Developer is entitled, to change the location of the various amenities such as shopping market, health services, recreation spaces, school, etc in the layout of the Special Township Project, as may be required as per the Special Township Regulations or at the discretion of the Developer. The Developer shall not change the location of the amenities without approval from the appropriate authority.
- (xix) Play ground, gardens, parks and other open spaces provided in the Special Township Project as per Special Township Regulations shall not form part of the exclusive amenities provided for Azziano and that the same will be handed over to the appropriate authority for which the Purchaser and/or the Organisation/ Apex Body shall have no objection.
- (xx) The Property abuts a nalla on eastern side which will be trained by the Developer/ TMC (defined hereafter) till the completion of the Special Township Project. After possession of the flats are handed over to the purchasers and upon formation of the Organisation of the occupants of the Building, till the entire township is completed in all respects, the Developer / TMC shall have unrestricted access to the said nalla for the purposes of its maintenance. Upon the completion of the entire township and the formation of the Apex Body, including the Organisation to be formed with respect to the Building, the Organisation/Apex body, as the case may be, shall be responsible for maintenance of the said nalla and shall fulfill all the conditions of the TMC on that behalf.



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The Developer is entitled to put up temporary commercial kiosks and/or temporary structures on the Property. The Developer alone shall be entitled to create interest in respect of the kiosks till Property is fully developed in all respects. Upon execution of the conveyance in respect of the Property (which shall include the Azziano Portion of the Government Land only if acquired and merged with Sub-Plot 6A and Sub-Plot 6B by then) in favour of the Apex Body that will be formed and registered in respect of various wings on the Property, the Developer shall become the licensee in respect

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(xxiii) The Developer has made adequate provision for parking for the building / complex Azziano in accordance with the Development Control Regulations, 1994 ("DCR") and/or the building bye-laws, etc. The Developer has made provision for adequate parking in accordance with law and has not charged/ levied any consideration for allotment of parking. Till the formation and registration of the Organisation, the Developer has no objection if the Purchaser uses the space/s designated for parking as more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the Said Parking Space" for the purpose of parking his vehicle. Upon formation of the Organisation, it is open for the Purchaser to approach the Organisation for the allotment of the Said Parking Space in his favour.

T. The layout plan showing the location of the Wings A, B and C and Building Wings E to K duly approved by TMC is annexed hereto and marked as Annexure "B". The said layout plan also indicates the common areas and amenities which presently are tentative and may be subject to change as may be required by the Developer or by the TMC;

U. The subject matter of this Agreement is the Wing more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the Building" and shown on the layout plan annexed hereto as Annexure "B" and being constructed / to be constructed on the Property which is a part of the layout of the Special Township Project which the Developer is desirous of developing phase wise by obtaining the permissions from the concerned authorities;

V. In anticipation of the Additional FSI which will be generated under the Special Township Project, and subject to the necessary approvals the Developer will construct several additional residential wings with several upper floors in a phased wise manner as a part of proposed extension / amalgamation plans. The layout of the Property may be extended to form interconnected stilts and several levels of podium. A portion of the podium will have an RG in respect of the Property. A recreational facility will also be constructed on the stilt / podium. The aforesaid would be subject to amendment and/or modification and sanction as per the rules and regulations and approval of TMC or other concerned authority;

W. The Developer has made the Purchaser aware that a portion of the Larger Property on which the service road is proposed to be made is affected by CRZ - II. The

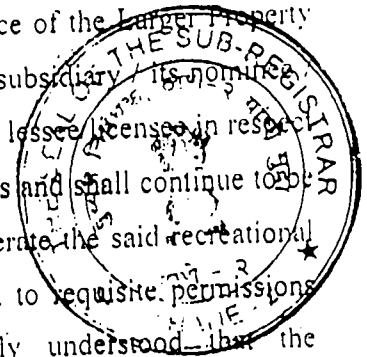
access to the service road shall also be provided through a bridge constructed on the land partially belonging to the National Highway Authority and partially affected by water pipelines which form a part of the Special Township Project. The

Developer has obtained the necessary permission from Maharashtra Industrial Development Corporation ("MIDC"), Shahad Temghar (STEM) Water Authority

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of the said kiosks/ temporary structure and shall be entitled to occupy or create any kind of interest in respect thereof, subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be irrevocable license and the Developer and/or its assignee shall be entitled to use the same without paying any consideration of whatsoever nature to the Apex Body or the Organisation as the case maybe.

(xxii) The Developer is entitled to provide / construct one or more recreational spaces/community spaces (which areas/spaces is intended to be used for recreation / entertainment / health activities) in the common areas of the Larger Property for the use and enjoyment of the purchasers / occupiers of premises in the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property. The Developer shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper. The Developer alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the recreational spaces / community spaces and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Developer shall be entitled to license the recreational spaces / community spaces to a Subsidiary Company or any other Company or entity within the "Rustomjee Group" to operate and maintain the recreational spaces / community spaces. The rent / fees received from such a license shall belong absolutely to the Developer. In the further alternative, the Developer shall also be entitled to assign and / or grant rights in favour of third parties for managing and operating the recreational spaces / community spaces on the terms and conditions the Developer / assignee may deem fit. At the time of conveyance of the Larger Property in favour of the Apex Body, the Developer / its subsidiary / its nominee / its assignee (as the case may be) shall become the lessee / licensee in respect of the said recreational spaces / community spaces and shall continue to be entitled to possess, use, occupy, manage and operate the said recreational spaces / community spaces as aforesaid, subject to requisite permissions from the concerned authorities. It is clearly understood that the lease/license so created shall be irrevocable and the Developer / its subsidiary / its nominee / its assignee (as the case may be) shall be entitled to possess/occupy/manage/regulate the same on its terms and conditions without paying any consideration of whatsoever nature to the Apex Body or the Organisation as the case maybe and without any objection of the Apex Body / any Organization formed with respect to premises on any portion of the Larger Property / purchasers / occupiers of premises in the Larger Property.



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(STEM), TMC and National Highway Authority to construct the bridge. The Developer has executed an agreement with the concerned authorities in this regard and obtained a license to use the same. The Developer shall provide the access to the residential wings either from a service road on North side of the Property or through a bridge constructed upon the land partially belonging to the National Highway Authority and partially affected by water pipelines. The Purchaser is made aware by the Developer, that the Developer will apply and avail the renewal of the access permission from National Highway Authority till such time the Organization and/or the Apex Body is formed. Thereafter once the layout is handed over to the Organization and/or the Apex Body functioning within the frame work of its constitution, the Organization and/ or the Apex body shall be responsible for taking / renewing such permission from the National Highway Authority in respect of Larger Property;

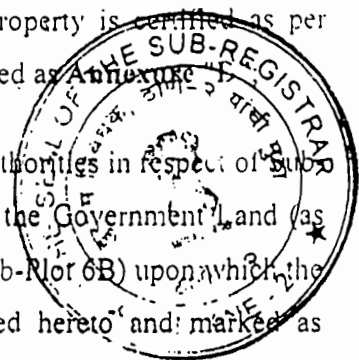
X. As per the plans, Azziano will have its own exclusive Common Areas and Facilities, more particularly set out in the Third Schedule hereunder written;

Y. 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 Azziano, 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, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to Azziano 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;

Z. The title of the properties comprised in the Larger Property is certified as per Certificates of Title, which are annexed hereto and marked as Annexure "D";

AA. The Copies of the 7/12 extracts issued by the revenue authorities in respect of Sub-Plot 6A, Sub-Plot 6B and / or the Azziano Portion of the Government Land (as and when acquired and merged with Sub-Plot 6A and Sub-Plot 6B) upon which the Building is constructed / being constructed is annexed hereto and marked as Annexure "E";

BB. The Developer has obtained from the TMC the last Development Permission / Commencement Certificate in respect of the Building, the details of which are more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the "Development Permission / Commencement



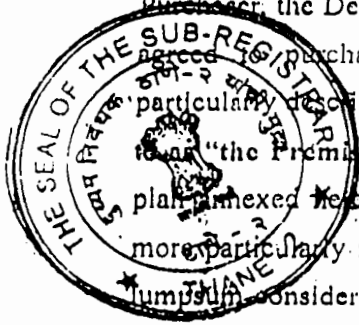
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Certificate". A copy of the Development Permission / Commencement Certificate with respect to the Building is annexed hereto as Annexure "C";

- CC. 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;
- DD. The Developer has appointed M/s Hafecz Contractor, as the Consulting Architects and Mr. Manish Savant as the TMC Architect and M/s. Sterling Engineering Consultancy Services Pvt. Ltd., as Structural Consultants for the preparation of the structural designs and drawings of the Wings 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 Wings to be constructed on the Property;
- EE. While sanctioning the Azziano 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 the Occupation and Completion Certificates in respect of the Wings shall be granted by TMC;
- FF. 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 (with respect to the Azziano Portion of the Government Land as and when acquired), 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 thereunder and the Purchaser is fully satisfied with the title in respect of the Property;

- GG. Pursuant to the discussions and negotiations held between the Developer and the Purchaser, the Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, on ownership basis, a flat more particularly described in the Fifth Schedule hereunder written, hereinafter referred to as "the Premises" and shown in red colour boundary line on the typical floor plan annexed hereto and marked as Annexure "F" with such amenities therein more particularly mentioned in the Third Schedule hereunder written for a total lump sum consideration (including the proportionate price of the "Common areas and facilities" appurtenant to the Premises) as more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the Consideration", payable to the Developer in the manner and on the detailed terms and conditions agreed between the Developer and the Purchaser as recorded herein; १७८



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HH. 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. DEFINITIONS AND INTERPRETATION:

1.1. DEFINITIONS:

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

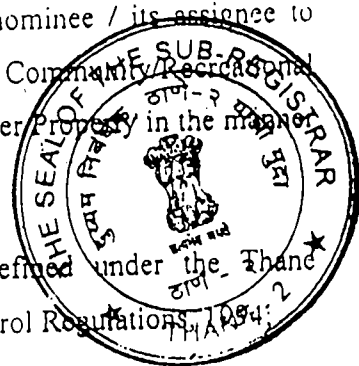
(a) "Additional FSI" means the additional Floor Space Index for the Developer's use on the Property which will/ may be granted by TMC, as per the Special Township Regulations on the Developer complying with the provisions of the Special Township Regulations and includes any other—benefits that may be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

(b) "Apex Body" means a single apex organisation comprising the various societies/organisations/corporate bodies in respect of the several buildings, that may be developed on the Larger Property including the Organisation 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 save and except and subject to the right of the Developer / its subsidiary / its nominee / its assignee to possess, occupy, manage and regulate the Community/Recreational Spaces that may be developed on the Larger Property in the manner as stated in this Agreement;

(c) "FSI" means Floor Space Index as defined under the Thane Municipal Corporation Development Control Regulations, 1994;

(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 / or 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 Special

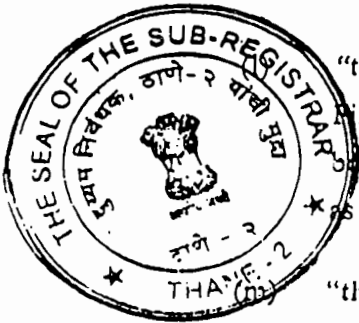


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- (f) "MAO Act" means the Maharashtra Apartment Ownership Act, 1970 and the rules framed thereunder;
- (g) "Organisation" means either the society/ies that may be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 or Association of Apartment owners that may be formed under the provisions of the MAO Act in respect of the Property and / or the Building or the Wings in accordance with the provisions of Clause 10 herein;
- (h) "Property" means the portion of the Larger Property described in the Second Schedule hereunder written and shown on the plan annexed hereto and marked as Annexure "B" and as more particularly clarified in the recitals hereinabove;
- (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. D.C.R/U.D-12 dated May 25, 2006;
- (j) "the Azziano DP Reservations" means the reservations to which the Property is subject under the Development Plan of City of Thane;
- (k) "the Building" means the Wing more particularly described in the Fifth Schedule hereunder written of Azziano being constructed / to be constructed on a part of the Property;



"the Premises" means the Flat more particularly described in the Fifth Schedule hereunder written and as shown in red colour boundary line on the typical floor plan hereto annexed and marked as Annexure "F";

"the Azziano Extension Plans" means plans as described in recital (g) with respect to the proposed Wings D and L to be constructed on the Azziano Portion of the Government Land and indicated on the plan annexed hereto and marked as Annexure "B" subject to amendment, modifications and approval from all concerned authorities;

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- (n) "TMC" means the Thane Municipal Corporation;
- (o) "the Azziano Plans" means the plans prepared and approved for Wings A, B, C and E to K under construction by the Developer on the Property, and which is shown on the layout plan annexed hereto and marked as Annexure "B".

1.2. **INTERPRETATION AND CONSTRUCTION:**

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 organisation 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 annexurs of this Agreement and the same shall form an integral part of this Agreement.



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2. **PLANS:**

The Developer shall construct the Building on a part of the Property, forming part of the building / complex known as "AZZIANO" as per the Azziano Plans. Once

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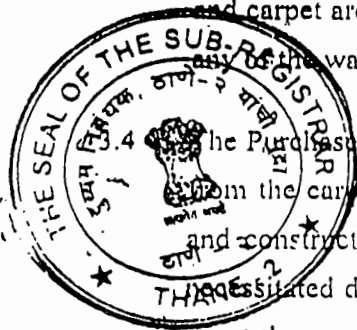
further layout is approved, the Developer shall construct additional wings as per the Proposed Azziano Extension Plans to be approved by the TMC in a phase wise manner as set out herein. Both the Azziano Plans as well as the proposed Azziano Extension Plans have been seen and approved by the Purchaser. The Purchaser agrees and understands that the Azziano Plans as well as the Azziano Extension Plans are subject to 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 and the Purchaser doth hereby give his express irrevocable consent to the same.

3. AGREEMENT:

3.1 The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, on ownership basis, the Premises, being a flat more particularly described in the Fifth Schedule hereunder written and shown in red colour boundary line on the typical floor plan annexed hereto as Annexure "F" for the Consideration, being the total lumpsum consideration more particularly mentioned in the Fifth Schedule hereunder written payable by the Purchaser to the Developer in the manner and on the detailed terms and conditions agreed between the Developer and the Purchaser and as recorded herein.

3.2 The Developer shall provide to the Purchaser, the Premises with the amenities as mentioned in the Third Schedule hereunder written.

3.3 The carpet area of the Premises shall mean and include the areas between the bare wall surfaces in the rooms, areas including deck with peripheral deck up-stands, and / or any other areas which the Purchaser is exclusively entitled to use. The carpet area of the Premises is measured on a bare shell basis, which area is also indicated in the approved plan. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls / surfaces and / or installation of any fixtures / piping etc.



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The Purchaser is made aware that the carpet area of the Premises may vary from the carpet area mentioned herein by +/- 3 % due to structural design and construction variances and / or column / wall sizing which may be necessitated due to design and statutory building code requirements. In the event the actual carpet area of the Premises is less than 97 % of the carpet area mentioned herein, then the Consideration shall be proportionately reduced and the excess Consideration received by the Developer shall be refunded (without interest thereon). In the event of increase of carpet area beyond 3% of the carpet area mentioned herein, then the Purchaser shall be liable to pay proportionate Consideration for the differential carpet area beyond 3%. For example, if there is increase of 5% in carpet area then the

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Purchaser shall be liable to pay the proportionate Consideration for the variation of 2%. However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Premises and the represented carpet area is less than or equal to 3% of the carpet area mentioned herein.

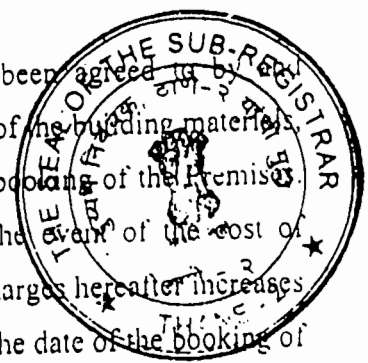
4. **PAYMENT:**

4.1 The Purchaser shall pay the Consideration being the total lumpsum consideration more particularly mentioned in the Fifth Schedule hereunder written as per the payment schedule in the manner set out in the Sixth Schedule hereunder written.

4.2 The payment towards the Consideration shall be made by the Purchaser within 10 (ten) days of notice in writing by the Developer in favour of the Developer's escrow account more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the "Developer's Escrow Account" in view of the Building being mortgaged with the bank as more particularly stated in the Fifth Schedule hereunder written and hereinafter referred to as the "Mortgagee Bank".

4.3 Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer interest at the rate of 2% (two per cent) 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.

4.4 The consideration amount of the Premises has been agreed to by the Parties hereto on the basis of the cost of the building materials, services and labour charges as on the date of the booking of the Premises. The Purchaser hereby expressly agrees that in the event of the cost of building materials and/or services and/or liaison charges hereafter increases by more than 10% from the rates prevailing as on the date of the booking of the Premises, the Purchaser shall pay to the Developer an additional sum as a part of the consideration for the Premises, which shall be calculated on the basis of the increased cost of the building materials and/or labour charges from the rates prevailing as on the date of the booking of the Premises as may be certified by the Developer and such escalated price shall be paid by the Purchaser to the Developer divided equally along with the unpaid balance of the installments of the Consideration amount payable as aforesaid. The expression "Consideration", "consideration amount" or "purchase price" or "balance of purchase price" or "all the



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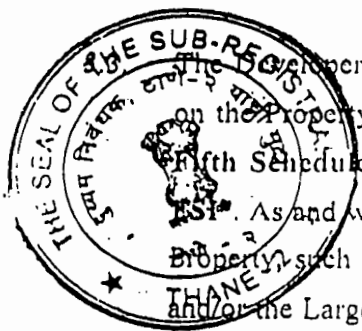
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amounts" or "final dues" wherever appearing in these presents shall deem to include such escalated price if any and till the Purchaser pays to the Developer the entire consideration amount inclusive of escalated price if any together with any other payments and deposits, the Purchaser shall not be entitled to the possession of the Premises.

5. OBLIGATIONS OF DEVELOPER:

5.1. The Developer will construct the Building in accordance with the Azziano 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 Azziano Plans and Azziano Extension 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 Azziano Plans and the Azziano Extension Plans, as may be modified from time to time and such changes in the building/s plans as may be necessary for the effective fulfillment of the same.

5.2. 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.



The Developer declares that at present the FSI contemplated to be loaded on the Property is the built up area as more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "Present FSI". As and when any additional FSI is generated in respect of the Larger Property, such additional FSI/ 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.

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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 transfer document in favour of the Organisation as contemplated in this Agreement make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Property.

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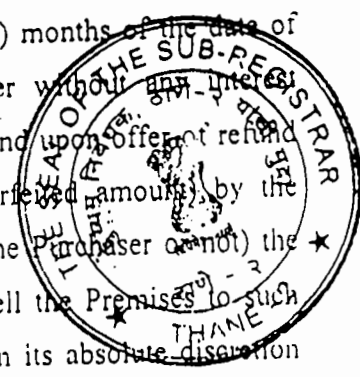
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6. **DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:**

6.1. On the Purchaser committing default in payment on the 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 other terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.

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

6.3. Provided further that upon termination of this Agreement as aforesaid, the amount of 10% (ten per cent) of the 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 towards Consideration of the Premises which may till then have been paid by the Purchaser to the Developer in 12 (twelve) equal monthly installments payable from the expiration of 6 (six) months of the date of termination of this Agreement by the Developer without any interest thereon and upon termination of this Agreement and upon offer of refund of the aforesaid amount (after deducting 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.



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7. **FIXTURE/FITTINGS:**

The Developer will provide the fixtures, fittings and amenities in the Building and the Premises as set out in Annexure "G" annexed hereto.

8. **RIGHTS OF DEVELOPER:**

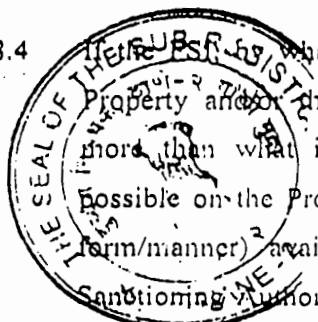
8.1 It is expressly agreed that the right of the Purchaser under this Agreement

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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 and / or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

- 8.2 The Developer shall be at liberty and be entitled to amend the lay-out plan of the Larger Property and/or the Property, the building(s) plans, other approvals for, including but not limited to;
- (i) acquisition of additional plots of land from any person or persons including the Government of Maharashtra and inclusion of such plots of land in the lay out plan of the Larger Property and/or the Property;
 - (ii) amalgamation of the Larger Property with any adjoining plots of land and amalgamation of the Property with any adjoining plots of land and the Purchaser and/or the Organisation 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.

8.3 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 Building constructed on the Property, including the stilt, podium, parking spaces, 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.

8.4  whatever name or form is increased (a) in respect of the Property and/or the Larger Property and/or additional construction (i.e. more than what is envisaged under the Azziano Extension 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

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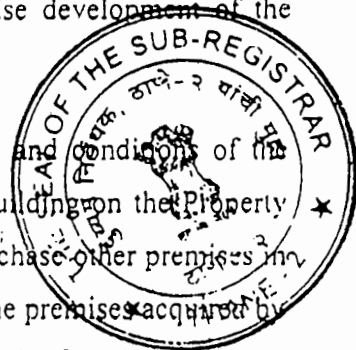
8.5 The Developer shall always have a right to get the benefit of additional FSI for construction from Sanctioning Authorities and also to make the

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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. The Purchaser agrees not to object or dispute the same. The 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 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 at the entry and exit gate of 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.

- 8.6 It shall be the discretion of the Developer to use, utilize and consume on any other portions of the Larger Property and/or on any of the adjoining properties acquired and / or agreed to be acquired by the Developer, any portion of the FSI and/or other benefits pertaining to and/or arising out of the Property including any further / additional FSI as may be available under the provisions of the DCR and/or on account of increase in FSI of the locality or otherwise;
- 8.7 The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the Property and/or Larger Property in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect to such phase wise development of the Property.
- 8.8 The Developer shall be entitled to alter the terms and conditions of the agreements relating to the other premises in the Building on the Property including the users thereof and the persons who purchase other premises in the Building or the Property will be entitled to use the premises acquired by them for such purpose as may be agreed to between the Developer and the said persons and as may be permissible under the rules and regulations of the local and statutory authorities. The Purchaser herein agrees to the exercise by the persons who acquire premises under such agreement of his rights under the same.
- 8.9 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



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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 (but not obliged) 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.

8.10 The location of the common areas and amenities, including the R.G as shown in the sales brochures or the 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 R.G 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 R.G on the layout by relocating it or varying its size. The Purchaser hereby irrevocably authorizes and gives permission in favour of the Developer to modify, relocate, reshape, or vary the R.G or the common areas and amenities or to put up any construction on such R.G after obtaining the requisite approvals from the Sanctioning Authorities.

8.11 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 plans from time to time.



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in the event the Organisation 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 Organisation 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, 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

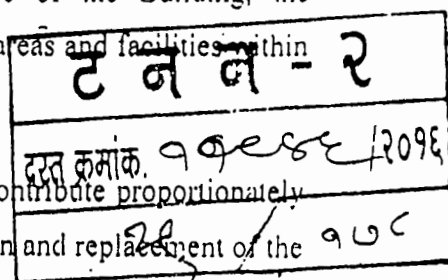
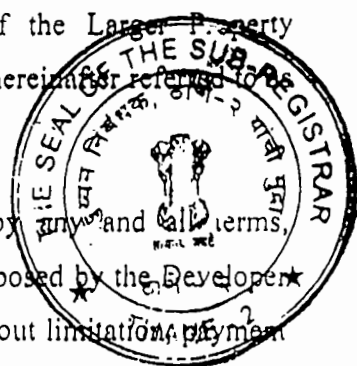
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the members and occupants of Azziano and/or the buildings/premises that may be developed in the Larger Property. The Developer shall also be entitled to designate/allot/lease any space in the Property to the Maharashtra State Electricity Department or any other service provider 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 objection 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 Organisation and/or the Apex Body in the manner contemplated in this Agreement.

8.22 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 3 (three) years after the entire Larger Property is developed (as determined by the Developer) either under the Special Township Project or otherwise and if the 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 into 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");

8.23 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.

8.24 The Purchaser or the Organisation formed shall contribute proportionately towards the cost of maintenance, repairs, renovation and replacement of the common infrastructure / services / facilities / amenities etc. in the Larger Property including common access / road / pathways / driveways, entrance gates and other gates, ramps, podiums, common staircase, streetlights,



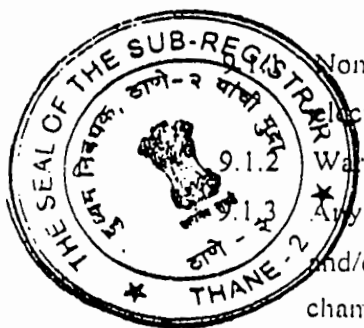
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watchmen's cabins, recreation area and other common open spaces, water mains / water supply, electric cables and poles, storm water drains, drainage / sewerage lines, common pipes, cables, wires etc. and any other common activities, as are common to the Building or the Organisation, and any other building/s in the Larger Property.

8.25 The Purchaser is aware that the Developer is constructing the buildings / wings phase-wise and that the approval for some of the buildings / wings may be the process of sanction by the Sanctioning Authorities. During this period, the other approved buildings / wings may be completed and the possession of the Premises may be handed over to the Purchaser. Even after the handover of the Premises, the Developer shall be entitled to construct such additional buildings / wings on the Property in the manner it deems fit and proper. The Purchaser hereby consents to the continuation / commencement of construction of such buildings / wings as and when the approvals for the same are obtained even after the Premises is handed over to the Purchaser in terms of this Agreement. The Purchaser hereby consents to the above and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) of the Act.

9. POSSESSION:

9.1. Subject to the occurrence of the following events ("Force Majeure Events"), the Developer shall endeavour to complete the construction of the Building in which the Premises is situated and more particularly mentioned in the Fifth Schedule hereunder written on or before the date more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the "Due Date" with a grace period of further 12 (twelve) months from the Due Date.



9.1.1 Non availability of steel, cement, other building material, water or electric supply; and/or

9.1.2 War, civil commotion or any terrorist attack/ threat; and/or

9.1.3 Any notice, order, rule, notification, policy of the Government and/or other public or local or competent authority and/or any other change in law which prevents the Developer from fulfilling its obligations under this Agreement; and/or

9.1.4 Any strike, lock-out, bandh or other like cause; and/or

9.1.5 Act of God, which includes earthquake, cyclone, tsunami, flooding and/or any other natural disaster or unforeseen naturally occurring event; and/or

9.1.6 Any event beyond the reasonable control of the Developer; and/or

9.1.7 Any restrain and/or injunction and/or prohibition order of any Court

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and/or any other judicial or quasi-judicial authority and/or any statutory authority; and/or

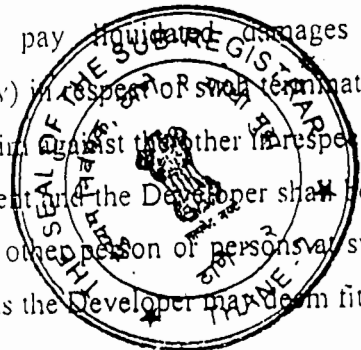
9.1.8 Any delay in getting further approvals, permissions and sanctions from the Sanctioning Authorities including the Occupation Certificate from the TMC.

9.2 The Developer shall, upon issuance of Occupation Certificate by the TMC for the Building inform the Purchaser in writing ("Possession Notice") for taking possession of the Premises within 15 (fifteen) days from the date of such notice ("Possession Date"), provided the Purchaser has paid the Consideration in full and all other amounts payable under this Agreement / pursuant to this transaction and has complied with all provisions of this Agreement and has executed all necessary documents / applications in respect thereof.

9.3. If the Developer fails or neglects to give possession of the Premises to the Purchaser by the Due Date or after the expiry of the grace period of 12 (Twelve) months (subject to Force Majeure Events) from the Due Date 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 30 (thirty) days from the date of 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 towards the Consideration in respect of the Premises along with simple interest at the rate of 9% (nine per cent) per annum from the date of receipt till repayment. The Developer shall also pay liquidated damages of Rs.30,000/- (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.

9.4. The Purchaser agrees that the return of the payment and the damages mentioned in Clause 9.3 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.

9.5. Provided that if within a period of 3 (three) years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the



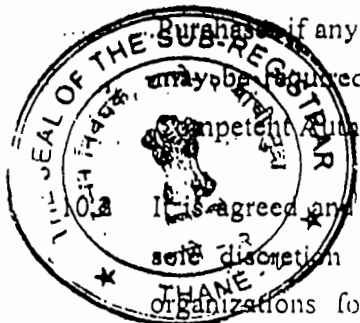
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Developer of any defect in the Premises or the Building in which the Premises is situated or the material used therein in the construction of the Building, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect. 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. ORGANISATION:

10.1 On completion of the development of the entire Property, the Developer may either form an independent Organisation in respect of the Building and / or a common Organisation in respect of the Building and other buildings that may be constructed on the same Sub-Plot / portion of the Azziano Complex and / or a common Organisation collectively in respect of the Building and other buildings that may be constructed on the Property. There may be a common organization for the buildings/wings on the Property and some of the buildings/wings on the other part of the Larger Property. The Purchaser, and the purchasers of the other premises shall join in the formation and registration of the Organisation 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 Organisation including bye-laws of the Organisation 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 Organisation 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.

It is agreed and understood by the Parties that the Developer may, in its sole discretion form and register Apex Body comprising the various organizations formed in respect of the buildings, units, premises and parking spaces that may be developed on the Larger Property including the

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Organisation 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. The Apex Body shall be formed by the Developer after the formation of all organizations;

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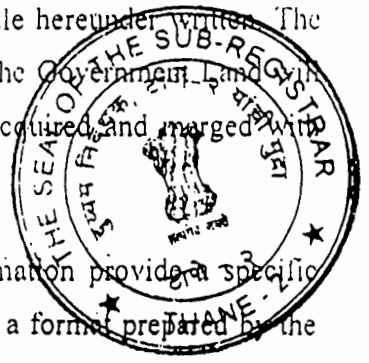
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10.3 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Organisation and/or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection 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 Organisation and/or the Apex Body regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.

10.4 It is clarified that the Apex Body and/or the Organisation 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 any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Organisation 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 the same on the Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit.

10.5 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 Organisation (in accordance with the terms of this Agreement) is less or more than the area shown in the Second Schedule hereunder written. The Purchaser is aware that the Azziano Portion of the Government Land shall form part of the Property only if the same is acquired and merged with Sub-Plot 6A and Sub-Plot 6B as explained herein.

10.6 The Organisation 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 Organisation will along with other Organizations join the Apex Body as member thereof for the purpose of execution of a single deed of conveyance in favour of the Apex Body 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 organize the same and/or the interest thereon towards the repair and maintenance of the Larger Property Infrastructure



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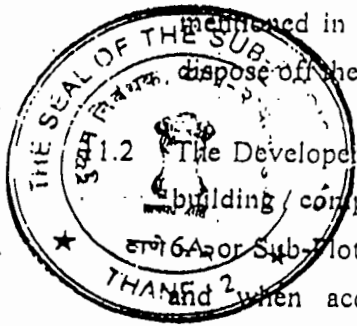
and Common Amenities and Facilities and shall not hold the Developer liable in any way;

10.7 Unless it is otherwise agreed to by and between the Parties hereto, the Developer shall not be called upon to form an Organisation unless:-

- (i) all the premises in the Building and other structures constructed on the Property have been sold and disposed of and the Developer has received the full consideration or dues payable to them under the Agreements for Sale with the respective Purchaser of the various premises;
- (ii) The Developer has fully utilized the FSI available from the Property and/or has fully utilized the increased FSI available by any change in the DCR 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 FSI 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 has been received from the TMC.

11. COMMON AREAS AND RESTRICTED AREAS:

11.1 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 allocation of different areas, parking 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 hereunder written 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.



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11.2 The Developer has informed the Purchaser that a recreation facility of the building / complex Azziano may be constructed / located either on Sub-Plot 6A or Sub-Plot 6B or on the Azziano Portion of the Government Land (as and when acquired), which recreational facilities will be available collectively for the benefit and enjoyment of all the purchasers/residents/occupants of premises in the building / complex Azziano (i.e. the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot A, the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot B and the purchasers/residents/occupants of premises in buildings constructed on the

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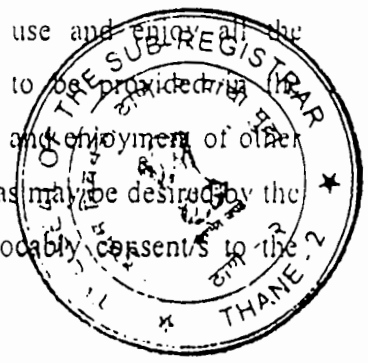
and the disposal thereof. The Developer shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In case the Organisation is formed before the disposal by the Developer of all the premises then the Developer shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Organisation shall admit such Purchaser as the member/s without charging any transfer fee or premium or any other additional amount.

8.13 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 unallocated areas, roads, infrastructure facilities, recreation facilities and/or any other common 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.

8.14 The Purchaser is aware that the Developer (either by itself or through its affiliates or in joint venture with any parties) will be developing the Property and the Larger Property in a phase wise manner on such terms and conditions as the Developer may deem fit and that the Developer shall be entitled to all the benefits of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deems 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 venturer 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 consents to the same.

8.15 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 in respect of the Premises.

8.16 The Developer shall be entitled to make variations in the lay-out, amenities and specifications, relocate water, power, sewage, telephone and other service and utility connections, facilities and underground water tanks,



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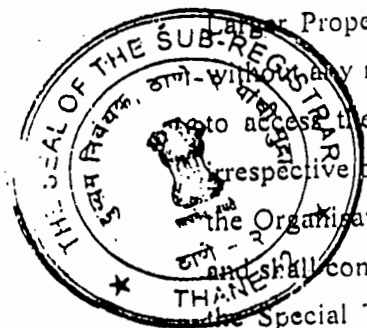
pumps, recreation facility, and their dimension as the Developer deems fit.

8.17 In the event of the Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges etc. payable to any Sanctioning Authorities or other authority or the Government of Maharashtra, then 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.

8.18 The Developer proposes to develop the Larger Property into a Special Township Project. Accordingly, the Developer shall have the exclusive right to control all infrastructure facilities, including public space advertising and all promotional signage and all other forms of signage whatsoever within the Special Township Project, till such time as the TMC exercises management, administration and control over certain infrastructure facilities which have to be handed over to the TMC in accordance with the applicable rules or when the Apex Body takes over the management of the other common facilities.

8.19 The Developer shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the Special Township Project and to apply the net revenues generated therefrom towards costs incurred by the Developer in undertaking its diverse obligations under the Special Township Project.

8.20 The Developer shall be entitled to construct temporary structures, including site offices on the Property in connection with the development of the Larger 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 and/or other temporary structures shall subsist irrespective of whether the Property or any portion thereof is transferred to the Organisation or the Apex Body in the manner stated in this Agreement 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.



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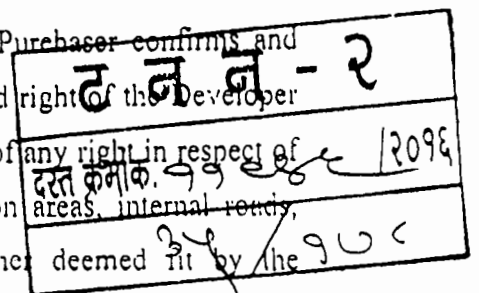
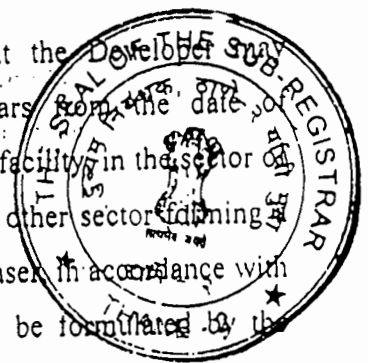
8.21 The Developer shall have the right to designate and allocate any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by

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Azziano Portion of the Government Land (as and when acquired)) notwithstanding the location of recreational facility in the building / complex Azziano. The recreational facility will be equipped with various amenities and facilities for the use of all purchasers/residents/occupants in the Azziano Complex in accordance with the rules and regulations of the recreation facility collectively by the organisations formed with respect to the Property. The outgoings and maintenance (including costs of repairs / improvements etc.) for the recreational facilities shall be borne and paid collectively by all the purchasers/residents/occupants of premises in the building / complex Azziano. The Purchaser of the premises in the Building shall be inducted/admitted as members of the recreation facility upon payment to the Developer of the amounts as mentioned in **Seventh Schedule** hereunder written as and by way of a one-time development fee for recreation facility and not as a deposit. The Developer shall issue an appropriate receipt and a letter entitling the Purchaser concerned, to the membership of the recreation facility in accordance with and subject always to the Bye-Laws, Rules and Regulations of the recreation facility 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 recreation facility and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Developer shall be entitled to lease/ license the recreation facility to a Subsidiary Company or any other Company or entity within the "Rustomjee Group" to operate and maintain the recreation facility. The rent / fees received from such a lease/ license shall belong absolutely to the Developer.

11.3 The Developer has informed the Purchaser, that the Developer shall (without being obliged to), within 4 (four) years from the date of possession, provide the Purchaser with a recreation facility in the sector of the layout where the Building is located or in any other sector forming part of the Larger Property, to be used by the Purchaser in accordance with rules and regulations of the recreation facility, to be formulated by the Developer.

11.4.1 It is expressly agreed by the Purchaser and the Purchaser confirms and consents to the irrevocable, absolute and unfettered right of the Developer inter alia to deal with and dispose of and/or grant of any right in respect of the Property or portion thereof including common areas, internal roads, open spaces, recreational facilities in the manner deemed fit by the Developer without any consent or concurrence of the Purchaser or any other person. The Purchaser is aware that certain activities/recreational



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facilities may be available for use and enjoyment of the holders of the premises in the Wings/Building/s alongwith the holders of the premises in the buildings on the Larger Property and the Developer has retained its rights to permit the users/occupiers of the premises on other portions of the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property to use and enjoy such recreational and/or promotional facilities. In case of the Developer exercising such rights, the Organization shall provide access and assistance as may be required by the Developer and the Purchaser agrees not to object to the same. The Developer shall at its discretion be entitled to conduct, manage and/or regulate any portion of the Property and/or the Larger Property for adventure sports, cycling, water sports, golf, art shows etc which may be for the common use of some of the buildings in the Larger Property including or excluding the Property and the same shall be subject to the supervision and control by the Developer. The Purchaser along with other purchaser of premises in the Building constructed on the Property shall not claim exclusive usage/right of any of the aforesaid activities/ facilities abutting the Property, if made available by the Developer.

11.4.2 The Developer shall at all times have the right to:

- (i) allow, restrict or prohibit access to certain areas within the common areas and facilities of the Property and/or the Larger Property;
- (ii) provide rules which are reasonable and in the interest of Special Township Project from time to time at the Developer's sole discretion for access and such other rules as are necessary to ensure orderly passage through common areas and facilities of the Property and/or the Larger Property and the Purchaser agrees to be bound by such rules.



The Developer shall have right for conducting such activities and in addition to the same have full and absolute right:

at all times by day or by night, to go, pass and repass on, over, through and along the roads and pathways, any entrances, drive ways, parking areas, access ways for ingress and egress or otherwise, which are comprised within the Property and/or the Larger Property; and

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to access to enjoyment of Common Areas and Facilities;

11.4.4 The Developer may impose reasonable security arrangements and regulations from time to time for the above. The Developer shall be entitled to announce any activities, install banners and kiosks in such manner on any portion of the Property.

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12. **COMPLETION OF PROJECT:**

The project shall be 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 DP Reservations and the Azziano DP Reservations by construction of all buildings thereon 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 Sale and / or let-out made with purchasers and / or lessees, licensees', etc. and formation of all organizations and execution of conveyance in favour of the Apex Body.

13. **COVENANTS BY THE PURCHASER:**

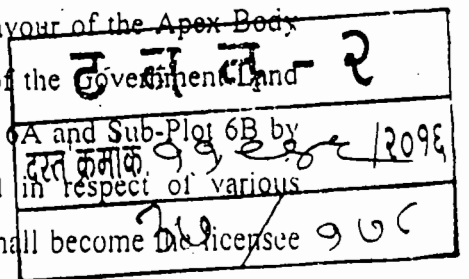
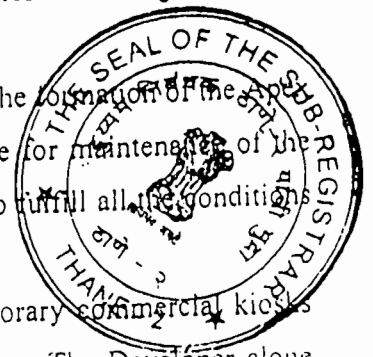
13.1 With respect to the Property, the Purchaser with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Developer as follows:

13.1.1 The Purchaser or the Organisation formed with respect to the Building shall not use the area forming part of the 10 meter belt along nalla on eastside for any purposes except for access and as R.G.;

13.1.2 Upon the handover of the Property by the Developer, it shall be the responsibility of the Organisation or the Apex Body to renew the permissions from the concerned authorities for using the south bridge access.

13.1.3 Upon the completion of the township and the formation of the Apex Body, the Apex Body shall be responsible for maintenance of the nalla on the eastside of the Property and to fulfill all the conditions of the TMC on that behalf.

13.1.4 The Developer is entitled to put up temporary commercial kiosks and/or temporary structures on the Property. The Developer alone shall be entitled to create interest in respect of the kiosks till the Property is fully developed in all respects. Upon execution of the conveyance in respect of the Property in favour of the Apex Body (which shall include the Azziano Portion of the Government Land only if acquired and merged with Sub-Plot 6A and Sub-Plot 6B by then) that will be formed and registered in respect of various buildings on the Property, the Developer shall become licensee in respect of the said kiosks/ temporary structures and shall be entitled to occupy or create any kind of interest in respect thereof.



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subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be irrevocable license and the Developer and/or its assignee shall be entitled to use the same without paying any consideration of whatsoever nature to the Apex Body or the Organisation as the case maybe.

13.1.5 The Developer is entitled to provide / construct one or more recreational spaces/community spaces (which areas/spaces is intended to be used for recreation / entertainment / health activities) in the common areas of the Larger Property for the use and enjoyment of the purchasers / occupiers of premises in the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property. The Developer shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper. The Developer alone shall be entitled to make Bye-Laws, Rules or Regulations for the management of the recreational spaces / community spaces and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Developer shall be entitled to license the recreational spaces / community spaces to a Subsidiary Company or any other Company or entity within the "Rustomjee Group" to operate and maintain the recreational spaces / community spaces. The rent / fees received from such a license shall belong absolutely to the Developer. In the further alternative, the Developer shall also be entitled to assign and / or grant rights in favour of third parties for managing and operating the recreational spaces / community spaces on the terms and conditions the Developer /assignee may deem fit. At the time of conveyance of the Larger Property in favour of the Apex Body, the Developer / its subsidiary / its nominee / its assignee (as the case may be) shall become the lessee/licensee in respect of the said recreational spaces / community spaces and shall continue to be entitled to possess, use, occupy, manage and operate the said recreational spaces / community spaces as aforesaid, subject to requisite permissions from the concerned authorities. It is clearly understood that the lease/license so created shall be irrevocable and the Developer / its subsidiary / its nominee / its assignee (as the case may be) shall be entitled to possess/occupy/manage/regulate the same on its terms and conditions without paying any consideration of whatsoever nature to the Apex Body or the Organisation as the case maybe and without any objection of the Apex Body / any Organization formed



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with respect to premises on any portion of the Larger Property / purchasers / occupiers of premises in the Larger Property.

13.1.6 The Developer will be entitled to have commercial user in all or any of the buildings in the Property including commercial shop line / retail abutting the Property.

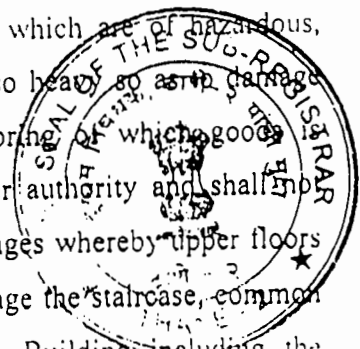
13.2 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Purchaser shall use the car parking space for the purpose of parking the Purchaser's own vehicle. The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Developer and any 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.

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

(a) to maintain the Premises at the Purchaser's own costs in good tenantable repairs and condition from the Possession Date and shall not do or suffer to be done anything in or to the Building, 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;

(b) 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 storage of which goods are 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;

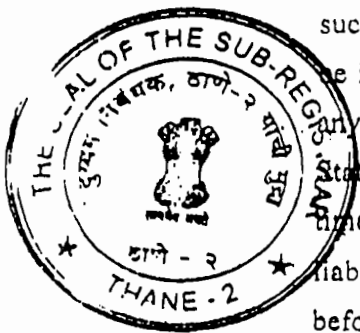
(c) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition; state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority;



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- (d) 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 part or other structural members in the Premises;
- (e) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (f) 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;
- (g) pay to the Developer within 7 (seven) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building;
- (h) 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 authority on account of change of user of the Premises or otherwise;
- (i) to bear and pay all service tax, works contract tax, VAT etc. and such other levies, if any, either in the present or in future 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. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest @ 2% (two per cent) per month, before taking possession of the Premises. In case any such tax becomes payable subsequent to the Possession Date, the Purchaser shall be liable to make payment of the service tax and other taxes as and when demanded by the Developer and there shall be a charge on the Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developer);
- (j) to pay the Cess for Worker Welfare on Building constructions as per the directives from Government of Maharashtra dated June 17,



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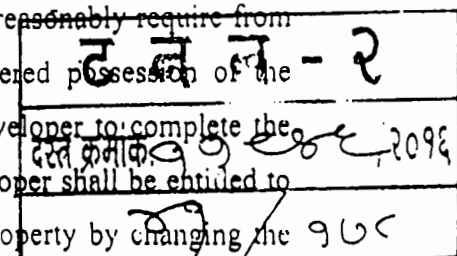
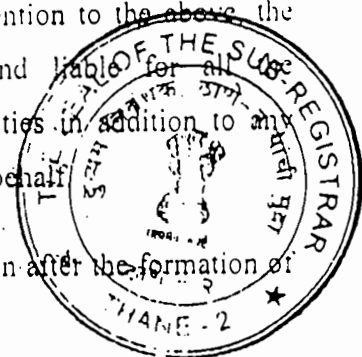
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2010 and subsequent circular from TMC dated October 17, 2011 @ 1% (one per cent) of the construction costs as per the prevailing ready reckoner rate on the built up area including balcony, staircase, passage etc. or as per the policy guidelines from time to time to the Developer;

- (k) 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 amounts payable by the Purchaser to the Developer under this Agreement / in pursuance of this transaction 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 / sale of the Premises and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf;
- (l) till the management of the Building is handed over to the Organisation 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;
- (m) not to change the external colour scheme or the pattern of the colour of the Building;
- (n) not to change exterior elevation or the outlay of the Building;
- (o) not to fix any grill to the Building or windows except in accordance with the design approved by the Developer;
- (p) not to do or suffer to be done anything on the Property or the Building which would be forbidden or 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 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 Organisation.

13.4 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. 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



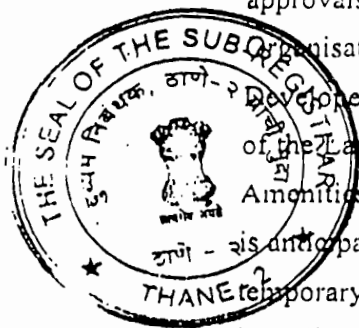
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up any additional new wings / structures—either independent or by way of extension or in continuation or attached to the Building under construction in the layout with or without amendment of such layout.

13.5 The Purchaser confirms that the Developer has given full free and complete inspection of documents of title in respect of the Property (save and except the documents relating to the Azziano Portion of the Government Land which shall be given only after acquisition and merging the same with Sub-Plot 6A and Sub-Plot 6B) and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate annexed hereto as Annexure "D" and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Property.

13.6 The Purchaser shall have no claim save and except in respect of the Premises. All other areas will 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.

13.7 The Purchaser has been informed that the Developer 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 Organisation 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 the infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the concerned authorities. The



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Organisation and other organizations shall fully co-operate with the Developer in the matter of implementation of the scheme for 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 Organisation 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;

The Purchaser has been informed by the Developer that the access to the Property is through a bridge which has been constructed over a pipeline for which the Developer has executed an agreement with the concerned

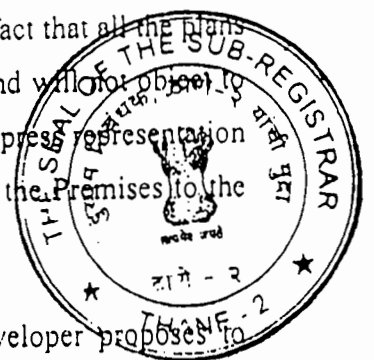
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authorities and obtained a license to use the National Highway land. The License Agreement executed by the Developer is for a period of 3 (three) years commencing from 2010 which has been renewed from time to time. The Purchaser with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Developer as follows:

- 13.8.1 to abide by the terms and conditions of the License Agreement;
- 13.8.2 to renew the License Agreement upon the expiry of the license;
- 13.8.3 to pay the fees/charges if levied by the Government of India for use of National Highway land.
- 13.8.4 The Purchaser agrees:

- a) Not to raise any objection for repairs of the pipelines in future.
- b) That the bridge will be maintained by the proposed Apex Body.
- c) That on inspection of the TMC pipeline after 10 (ten) years, chemical coating if necessary will be provided by the proposed Apex Body and the organization to be formed shall abide by the above.

13.9 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 subject to what is stated in clause 3 above. 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.



13.10 The Purchaser acknowledges and agrees that 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 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 Township.

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- i. for the proper and convenient management, administration, maintenance and control of the township, mutually beneficial

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restrictions may be imposed on all the properties forming part of the township, including the Property and the common areas.

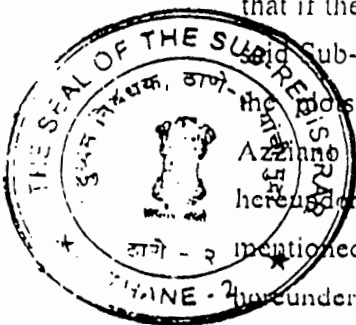
ii. The Developer shall exercise authority and control over all of the common areas, utilities and facilities of the Township, including the Property till such time as the authority and control of the township is transferred to an Apex Body. As and when the township is transferred to the Apex Body, the 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 township.

iii. The construction and development of the landscaping on the township may impede clear access by the Purchaser to the Property and the Purchaser shall have no claim against the Developer for such inconvenience.

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13.11 The Purchaser will not claim/demand subdivision of the Property. 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 Organisation 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.

13.12 Notwithstanding the fact that Sub-Plot 6A and Sub-Plot 6B are at present separated by Government Land, it is the express intention of the Developer that if the Azziano Portion of the Government Land is not acquired and the Sub-Plot 6A and Sub-Plot 6B cannot be directly connected then both Sub-Plot 6A and Sub-Plot 6B (although disjoint) shall form a part of a building/complex and the term Property as mentioned in the Second Schedule hereunder written shall mean Sub-Plot 6A and Sub-Plot 6B only and as mentioned Firstly and Secondly respectively in the Second Schedule hereunder written.



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13.13. The Purchaser confirms and consents that the common areas, internal roads or recreational facilities in either of the Sub-Plot 6A or Sub-Plot 6B or the Azziano Portion of the Government Land (as and when acquired), shall be available collectively for the benefit of all the purchasers/residents/occupants of premises in the Azziano Complex ((i.e. the purchasers/residents/occupants of premises in buildings constructed on

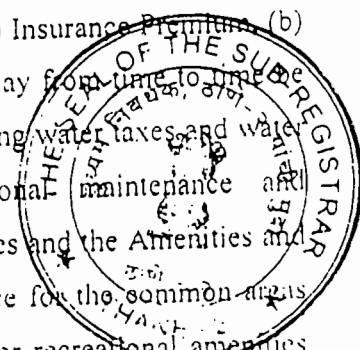
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Sub-Plot A, the purchasers/residents/occupants of premises in buildings constructed on Sub-Plot B and the purchasers/residents/occupants of premises in buildings constructed on the Azziano Portion of the Government Land (as and when acquired)) notwithstanding the location of recreational facility in the building / complex Azziano). The organization/s formed with respect to each sub-plot/portion shall provide access and assistance as may be required by the organization/s of the other sub-plot/portions. The Purchaser agrees to pay his share of outgoings and maintenance for all the recreational facilities notwithstanding the location of the same in the building / complex Azziano as may be determined by the Developer / collectively by the organisations of each sub-plot / portion and the Developer / such organisation shall devise the manner of collection of outgoings and the maintenance charges for the recreational facilities to be constructed in the building / complex Azziano.

14. **OUTGOINGS:**

14.1. 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), irrespective of whether the Purchaser has taken possession of the Premises or not. The Purchaser agrees and binds himself to pay regularly every month, by the 5th of each month to the Developer until the formation of the Organisation in respect of the Building thereon, 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, provisional maintenance for the common areas forming part of the Larger Property (including for recreational amenities and facilities in the complex building Azziano, notwithstanding the location of the same being either on Sub-Plot A or Sub-Plot A or the on the Azziano Portion of the Government Land (as and when acquired)), 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 Organisation and/or the Apex Body.



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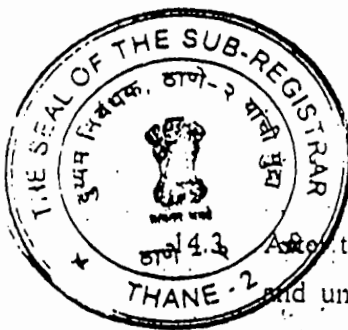
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14.2 The Purchaser further agrees and undertakes to the Developer that the Purchaser shall on demand, on or before taking possession of the Premises make payment to the Developer of the property taxes, maintenance charges and other onetime charges mentioned in Part A and Part B of the Seventh Schedule hereunder written ("Other Charges").

14.2.1 With respect to the amounts listed in Part A of the Seventh Schedule hereunder written, the Developer shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and shall be entitled to retain and appropriate the same to its own account. It is hereby clarified that the amounts mentioned therein does not include the dues for electricity, gas and other bills for the Premises and the Purchaser shall be liable to pay for the electricity, gas and other bills for the individual meters separately.

14.2.2 With respect to the amounts listed in Part B of the Seventh Schedule hereunder written, the Developer shall render the account in respect of the amounts mentioned therein, and the unspent balance, if any, shall be transferred to the Building's Organisation Account, without any interest on the amounts received from the Purchaser, at the time of handing over the charge of the Building to the Organisation.

14.2.3 It is further clarified that the list of Other Charges mentioned in the Seventh Schedule hereunder written is only indicative and not exhaustive and the Purchaser agrees to pay to the Developer, such other charges under such other heads as the Developer may indicate. It is also further clarified that the amount of charges mentioned in the Seventh Schedule hereunder written is only indicative and the Purchaser agrees to pay to the Developer, such additional / increased charges as the Developer may indicate.



14.3 After the expiry of 12 months and until the formation of the Organisation and until the charge of the Property is handed over to the Organisation and/or ad-hoc body as the case maybe, the Developer shall be entitled to recover the proportionate monthly maintenance charges from the Purchaser

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on actual basis and by offering inspection of the said expenses to the Purchaser if necessary.

14.4. The Purchaser hereby agrees that in the event of any amount or additional amount becoming payable by way of levy or premium or cess to the concerned local authority or to the TMC or any amount becoming payable

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by way of betterment charges or development charges or security deposit for the purpose of giving water connection or any other payments of a similar nature in respect of the Building and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer proportionately or on such other basis as may determined by the Developer and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser. The Purchaser agrees to pay to the Developer such proportionate share of the Purchaser within 7 (seven) days of demand in that regard being made by the Developer;

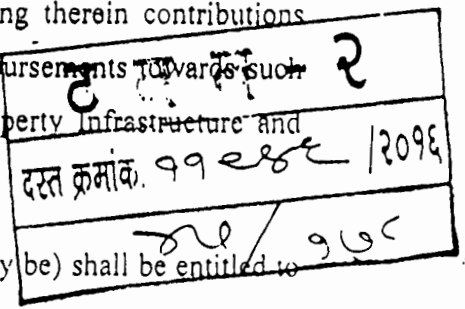
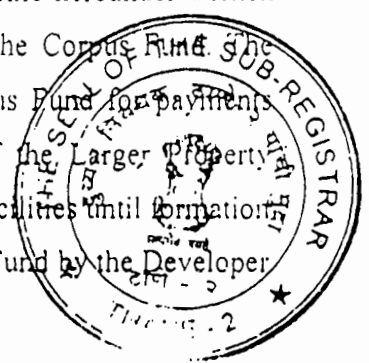
14.5. It is clearly understood and agreed that it shall not be the obligation of the Developer to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Developer has received the same from the purchasers of various flats and other premises in the Building. The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Building and/or the Property (or portions thereof) by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser or other purchasers/holders of the premises therein and/or their failing to comply with their obligations under this Agreement.

14.6. A corpus fund will be set-up for the repair 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 amounts more particularly mentioned in the Seventh Schedule hereunder written towards his non-refundable contribution 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



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made to the project management agency or any other organisations towards the repair 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;

14.7 The Purchaser on or before the Possession Date, undertakes to deposit with the Developer an interest free refundable amount, by way of deposit as a security against any damages that may be caused during the implementation of the fit-out/interior works in the Premises. This Fit-out Deposit shall be refunded by the Developer to the Purchaser upon completion of the fit-out/interior works in the Premises by the Purchaser or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Developer with respect to the Building, whichever is later, subject to no damage being caused to any part of the Premises and the Building including internal areas and amenities or the equipments installed therein and subject to no Building materials, debris etc. lying on the site. The Developer shall not be responsible for any kind of loss and/or damage and/or theft in respect of the interior materials of the Purchaser lying in the Premises.

14.8 The Purchaser is aware that certain utilities will be made available by the utility service providers only once a certain occupancy level is achieved and the Purchaser confirms that he will take possession of the Premises on or before the Possession Date despite the aforesaid. The Purchaser is aware that the intention of the Promoter in ensuring that possession of flats are taken by the flat purchasers on or before the Possession Date is to ensure provision of utilities by the utility service providers at the earliest; hence the Purchaser agrees and confirms that the Developer shall be entitled to levy an additionally charge / fee of such amount as the Developer may in its sole discretion deem fit, in the event of the Purchaser failing to take possession of the Premises on or before the Possession Date. The Developer reserves its right to waive the aforesaid condition.



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15.1 The Purchaser is fully aware that the development of the Property is merely a fragment of the development of the entire Larger Property which will take considerable time. It is a vital, essential and integral part of this that as the subdivision of the Larger Property is not possible, the Developer shall execute the conveyance only in favour of the Apex Body after the entire Larger Property is fully developed and the

Organisations of all the properties/sectors comprised in the Larger Property are formed in accordance with the provisions of this Agreement. The Purchaser or the Organisation shall not call upon the Developer to transfer the Property before the completion of the development of the Larger Property and formation of the Apex Body as contemplated in this Agreement.

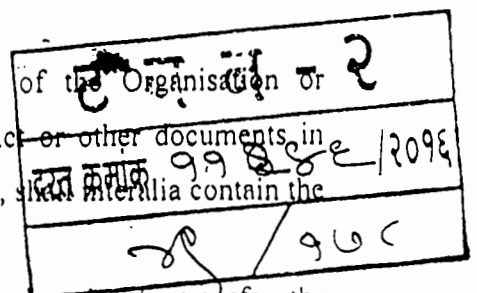
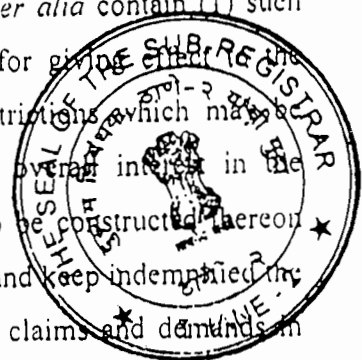
15.2 If the development of the entire Larger Property takes more than 12 (twelve) years, considering the scale of the development, the Developer may at its sole discretion execute a lease of the Property (which shall include the Azziano Portion of the Government Land only if acquired and merged with Sub-Plot 6A and Sub-Plot 6B by then) for a period of 99 years in favour of the Organisation, pending the execution of conveyance of the Larger Property in favour of the Apex Body. The execution of Lease in favour of the Organisation 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 further the lease in favour of the Organisation shall specifically contain the appropriate rights, powers, authorities in favour of the Developer in this behalf.

15.3 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;

15.4 The Lease in favour of the Organisation 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;

15.5 Transfer document to be executed in favour of the Organisation or Declaration to be submitted under the MAO Act or other documents in favour of the Organisation and/or the Apex Body, shall inter alia contain the following:

(i) the right of the Developer to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to

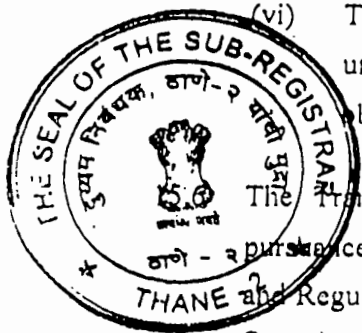


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appropriate for the Developer the entire sale proceeds thereof and the obligation of the Organisation to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;

- (ii) The obligation of the Organization to pay the share of taxes in respect of all taxes, assessment, dues, cesses and outgoings, in respect of the Building and/or the Property and/or any portion thereof;
- (iii) The Obligation of the Organization to bear and pay the nominal lease rent as stipulated in the Lease (if the transfer is of the Property by way of a lease and not if it is by way of a conveyance of the Larger Property in favour of the Apex Body);
- (iv) 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.
- (v) 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 in this regard;

(vi) The confirmation of all the rights and entitlements of the Developer under this Agreement; the confirmation and acceptance of all the obligations of the Purchaser under this Agreement.



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The Transfer Document and all other documents to be executed in pursuance of this Agreement as also the Bye-Laws, Administrative Rules and Regulations in connection with the formation and/or registration of the Organisation shall be prepared and approved by the Advocates and Solicitors appointed by the Developer and the same will contain such covenants and conditions as the Advocates and Solicitors of the Developer shall think reasonable and necessary having regard to the development of the Property and the Larger Property and construction (including additional construction) of buildings thereon;

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15.7 The Purchaser is aware that if any part of the Property or the Larger Property is allotted by the Government or any other statutory authority then the transfer of such land in favour of the Organisation shall be subject to the terms and conditions of such allotment/ grant by the Government or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of transfer. Any premium or such other amount by whatever name called payable for the transfer if such land shall be borne by the Organisation/Apex Body as the case may be.

15.8 The Advocates and 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 Organisation shall be borne and paid by the purchasers of the various premises in the Building and/or Organisation 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 utilisation, remain with the Developer.

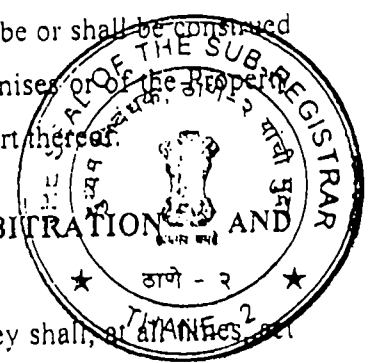
15.9 It shall be an obligation of the Organisation to become a member of the Apex Body as and when formed along with other organizations for the purpose of repair and maintenance of the Larger Property Infrastructure and Common Amenities and Facilities.

15.10 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:

16.1 The Parties to this Agreement hereby agree that they shall, 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.

16.2 If the Parties are unable to settle the disputes through direct negotiations 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



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court of law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.

16.3 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.

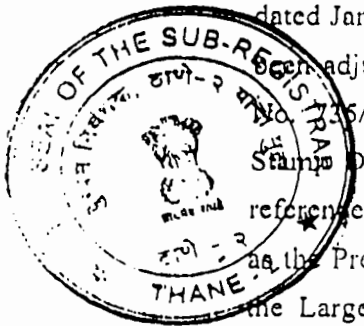
16.4 The place of arbitration shall be Thane. The language to be used in the arbitration proceedings shall be English.

16.5 The award of the arbitration proceedings will be final and binding on Parties to the Agreement.

16.6 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. STAMP DUTY AND REGISTRATION:

17.1 The portion of the property as described in the "Second Schedule" hereunder written is part and parcel of the larger property more particularly described in "First Schedule" hereunder written, is being developed under Special Township scheme notified vide notification no. CMS/TPS/1207/220/CR - 541/08/UD - 12 dated August 24, 2009. As per policy guideline for development of Special Township Scheme bearing No. TPS/1204/THANE. D.P DCR/UD -12 dated May 25, 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 January 15, 2008, the Agreement for Sale for one of the Premises has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 735/09 dated December 5, 2009 with 50% exemption payable in Stamp Duty. As the present Agreement for Sale of the Premises under reference is on the similar lines of the Agreement already adjudicated and as the Premises is situated on the Property which is the part and parcel of the Larger Property more particularly described in the "First Schedule" hereunder written, the adjudication of document is not warranted and 50% stamp duty is being paid for registration of this Agreement.



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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 cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act,

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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 Stamps will be borne and paid by the Purchaser and the Purchaser shall have no claim against the Developer.

18. NOTICES:

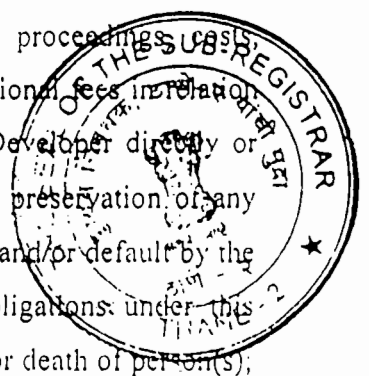
Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such Party's address set out above. Each party shall inform the other party in writing of any change in address. Notices shall be deemed to have been properly given, if sent through registered post acknowledgement due (RPAD), courier service, personal delivery or facsimile. The date of service of a notice delivered personally, by courier service or RPAD shall be the actual date of such delivery. Date of service of facsimile notice shall be the business day after sending of such facsimile.

19. TERRACE:

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 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 Organisation.

20. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, suits, 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 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 agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the Restrictions regarding the use and/or occupation of the Premises.



रजिस्ट्रार - २
११/०८/२०१६
५३/१०८

21. GENERAL PROVISIONS

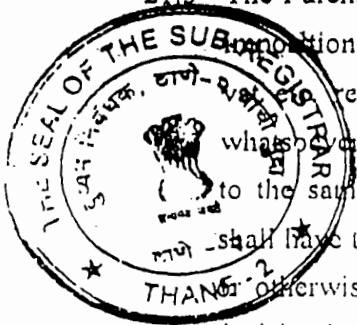
21.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire Agreement between the parties hereto and there are no other representations, warranties, conditions or collateral Agreements, express or implied, written or oral, whether made by the Developer, 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.

21.2 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.

21.3 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.

21.4 If there is more than one purchasers named in this Agreement, all obligations hereunder of such purchasers shall be joint and several.

21.5 The Purchaser hereby agrees and confirms that any liability, tax, duties or obligations including service tax, works contract tax, labour welfare cess, 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 otherwise if required by law from the Purchaser and the Developer's decision in respect of the same shall be final and binding to the Purchaser.



21.6 The Purchaser agrees and confirms that in addition to payment of taxes mentioned in this Agreement, the Purchaser shall be responsible for deduction of tax computed @ 1 % (one per cent) of the consideration/sale price of the Premises. The Purchaser further agrees and confirms that the Purchaser shall at the time of each installmental payment to the Developer deduct the tax computed @ 1 % (one per cent) of each installmental

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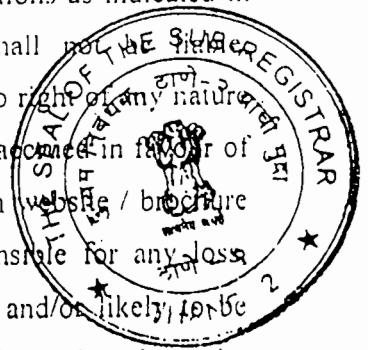
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payment and deposit the same with the statutory authorities. The Purchaser agrees confirms and covenants that he shall forthwith furnish the TDS certificates to the Developer with respect to each deduction. In the event of Purchaser failing to deduct the tax as aforesaid, the Purchaser agrees and confirms that they alone shall be liable for the consequences thereof. Further, in the event of the Purchaser failing to furnish the TDS certificates to the Developer as stated hereinabove, then the amounts equivalent to such deductions shall constitute unpaid amounts towards the consideration / sale price of the Premises and consequent breach of the terms and conditions of this Agreement.

21.7 The Purchaser is aware that all natural materials including marble, granite, natural timber etc and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Developer represents that though it shall pre-select such natural and factory produced materials for installation / application in the Building and the same is on a best endeavour basis, the Purchaser shall not hold the Developer liable for their non-conformity, natural discolouration, tonal differences or inconsistency at the time of installation / application.

21.8 The Purchaser is aware that the information, specifications, amenities, layout, pictures etc. shown / contained in the website / brochure if any, and shown to the Purchaser, are indicative only. Though the Developer shall endeavour to provide all the such amenities, specifications as indicated in the website / brochure, if any, the Developer shall not be responsible, obligated and / or required to do so and no right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser from or by virtue of such website / brochure etc. The Developer shall not be liable and/or responsible for any loss damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser based on the information shown/contained in the website / brochure. No person or Purchaser shall have any right or be entitled to claim or enforce any right based on such website / brochure etc.



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दस्त क्रमांक. ११२४८ २०१३
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21.9 The Purchaser is aware that the sample/show flat if any, constructed by the Developer and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the premises and the Developer is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Developer under this Agreement.

21.10 The Purchaser hereby declares that he has read and understood the Agreement and all the documents related to the Property and the Premises and has expressly understood the contents, terms and conditions of the aforesaid documents all the disclosures made by the developer as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.

21.11 The Permanent Account Number of the Parties is more particularly mentioned in the Fifth Schedule hereunder written.

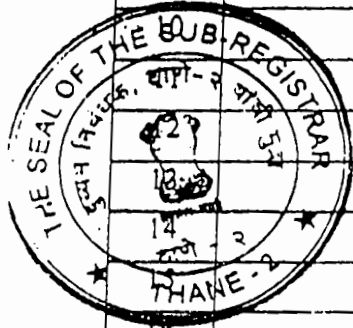
THE FIRST SCHEDULE ABOVE REFERRED TO:

(the "Larger Property")

ALL THAT pieces and parcels of land, ground and hereditaments together with the structures standing thereon situate, lying and being at Village Majiwade, Taluka and District Thane and bounded as follows, that is to say:

Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
1	12	1/1	1360
2		1/2	130
3		2	4320
4		3/1	3600
5		3/2	20
6		4/1	2180
7		4/2	600
8		4/3	460
9	13	1/1	470
		1/2	200
		1/3	60
		2/1	220
		2/2	400
		2/3	190
		3/1	240
		3/2	390
17	14	1(pt)	2830
18	15	1	3240
19		2	300
20		3	3210
21		4	1520
22		5	3360
23	16	2a	1930

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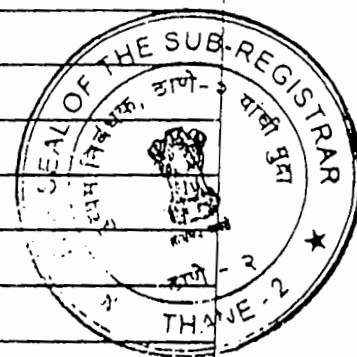
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24		3	2790
25		4	1060
26		5	2020
27		6	580
28	17	3	1370
29		4a	3270
30		5	990
31		6a	2270
32	18	3a	660
33		4a	260
34		6a	130
35	19	1a	920
36		2/1a	270
37		2/1b	680
38		2/1c	1200
39		3/1a	340
40		3/1b	750
41		3/1c	1190
42		4/1a	270
43		4/1b	680
44		4/1c	1230
45		5/1a	110
46		5/1b	640
47		5/1c	240
48	20	1/1	160
49		1/2	20
50		2/1	320
51		2/2	30
52		3/1	2010
53		3/2	500
54		3/3	370
55		3/4	200
56		3/5	400
57		3/6	1180
58		4/1	1250
59		4/2	240
60	21	1pt	1122.15
61	30	2	4000
62		3	4280
63		5pt	430.7



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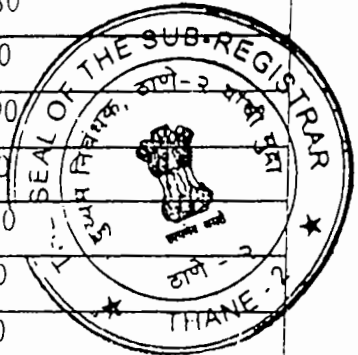
64		6pt	759.3
65		7	350
66	35	1	1720
67		2	1310
68		3	5160
69		4	1470
70		5	630
71		6	230
72		7	300
73		8	330
74	36	1	380
75		2	1370
76		3	1370
77		4	2330
78		5	150
79		6	2070
80		7	3180
81	37	1	2280
82		2	430
83		3	4160
84		4	2170
85		5a	960
86		6	1290
87		7a	3020
88		9a	940
89	38	1a	1040
90		2	300
91	41	1	1570
92		2	610
		3	3490
		4	3010
		5	350
		6	4270
		7	3690
		8	3740
		9	8660
		1	330
		2	940
		3	2350
		4	530



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	100 - 42
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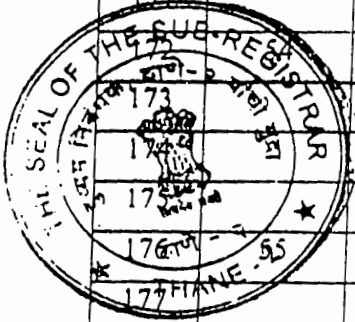
104		5	510
105		6	2830
106		7	2400
107	43	1	230
108		2	1850
109		3	1900
110		4	1640
111		5	3030
112		6	3140
113		7	1920
114	43	8	200
115		9	560
116		10	3820
117		11	200
118		12	780
119	44	1	960
120		2	100
121		3	1060
122		4	1820
123		5	4410
124		6	2020
125	45	1	180
126		2a	3770
127		3	200
128		4a	230
129		7a	1420
130		8a	2490
131		9	2880
132		10	400
133	46	1a	1390
134		2	730
135		3a	2430
136		4a	100
137		6a	870
138		7a	340
139		8	1060
140	47	1a	700
141		3a	2460
142		4	2000
143		5	2070



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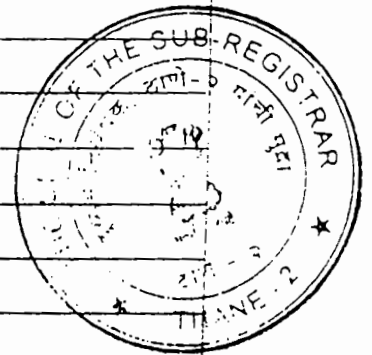
144		6	1720
145		7	280
146		8	1540
147	48	1	380
148		2	480
149		3	960
150		4	1920
151		5	4220
152		6	180
153		7	2300
154		8	1420
155	49	1	1040
156		2	1110
157		3	180
158	50	1	3010
159		2	4020
160		3	1870
161	51	1	2150
162		2	560
163		3	3950
164		4	3950
165		5	5730
166		6	5200
167		7	3490
168		8	4730
169		9	1370
170	53	2/2	2390
171		2/3	1254
		1	610
		2	3440
		3	610
		4	4040
		1	300
		2	300
178		3	3830
		4	410
		5	400
		1	430
		2	720
183		3	1450



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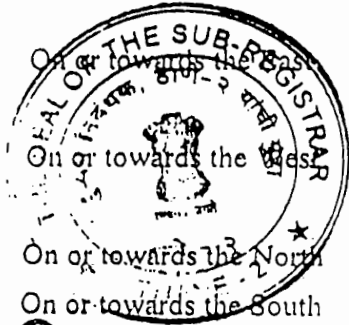
184	327	1	1010
185	327	2/a	18600
186		2/b	4860
187		2/c	5060
188		2/d	180
189		2/e	4250
190		2/f	510
191		2/g	1060
192		2/h	1750
193		2/j	560
194	327	4	150
195	328	1	200
196	328	2	280
197	328	3/a	5080
198		3/b	5490
199		3/c	300
200		3/d	5490
201		3/e	2860
202		3/f	1110
203		3/g	5490
204		3/h	510
205		3/j	860
206	329	1	510
207		2	7080
208		3	8830
209		4	200
210		5a	2230
211		6a	410
212	345	1	4050
213		2	480
214		3	410
215		4	180
216		5	3590
217		6	2730
218		7	5580
219		8	2480
220		9	5770
221		10	3090
222		11	2510
223		12	1640



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224		13	560
225		14	150
226		15	910
227		16	1420
228		17	140
229	383	---	24410
230	423	1 A	910
231		1 B	3340
232		1 C	4970
233		1 D	4660
234		1 E	4150
235		1 F	4260
236		1 G	1920
237		1 H	1030
238	423	10	3030
239	424	1 A	1720
240		1 B	3440
241		1 C	3140
242		1 D	400
243	424	6	17547
244	386	1	17732
		Total	501215.15



On or towards the West
On or towards the North
On or towards the South

Dandot

- : By existing Saket Complex and Ulhas Creek let;
- : By Lodha Paradise and by Vrindavan Complex;
- : By Lodha Paradise and Balkum Village;
- : By Police land bearing Survey. No. 386/3 of Village Majiwade.

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दस्त क्रमांक. ११२४६/२०१६
<i>६/१६८</i>

THE SECOND SCHEDULE ABOVE REFERRED TO:

(the "Property")

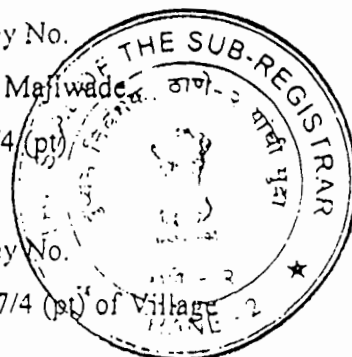
FIRSTLY

SUB-PLOT 6A

ALL THAT piece or parcels of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under;

Sr. No.	Survey No. / Hissa No.	Area in Sq. mtr.
1	14/1(pt)	110.63
2.	15/2(pt)	230.28
3.	15/3(pt)	7.55
4.	15/4(pt)	859.88
5.	15/5(pt)	121.50
6.	16/2a(pt)	350.85
7.	16/3	2790.00
8.	16/4	1060.00
9.	16/5 (pt)	1954.94
10.	16/6 (pt)	413.88
11.	17/3 (pt)	240.13
12.	17/4a (pt)	139.50
13.	17/5	990.00
14.	17/6a (pt)	993.24
	Total	10262.38

- On or towards the East : 12.0 mtrs. wide Road, Nalla, Survey No. 17/6A (pt) & 17/4A (pt) of Village Majiwade.
- On or towards the West : HCMTR, Survey No. 15/3 (pt), 15/4 (pt) & 15/5 (pt) of Village Majiwade.
- On or towards the North : 15.0 mtr. wide Service Road, Survey No. 14/1 (pt), 16/2A (pt), 17/3 (pt) & 17/4 (pt) of Village Majiwade.
- On or towards the South : Survey No. 386/1 of Village Majiwade.



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SECONDLY;

SUB-PLOT 6B

ALL THAT piece or parcels of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under;

Sr. No.	Survey No. / Hissa No.	Area in Sq. mtr.
1	49/1	1040.00
2.	49/2	1110.00
3.	49/3	180.00
4.	50/1 (pt)	2807.96
5.	50/2	4020.00
6.	50/3	1870.00
7.	51/1	2150.00
8.	51/2	560.00
9.	51/3	3950.00
10.	51/4 (pt)	3646.15
11.	51/5 (pt)	1959.43
12.	53/2 / 3	1254.00
13.	383 (pt)	1097.00
	Total	25,644.54

On or towards the East : S. No. 383 (pt) of Village Majiwade and Nalla.
On or towards the West : HCMTR
On or towards the North : S.No.386/1 of Village Majiwade.
On or towards the South : School Plot, S.No. 51/4 (pt) and 51/5 (pt) of Village Majiwade.

THIRDLY

AZZIANO PORTION OF THE GOVERNMENT LAND

ALL THAT piece or parcels of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Number, Hissa Number and area as under;

Sr. No.	Survey No. / Hissa No.	Area in Sq. mtr.
	386/1 (pt)	4826.62

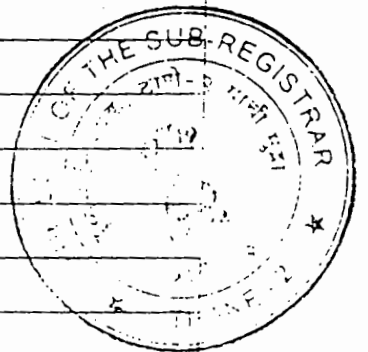
On or towards the East : Nalla No.7
On or towards the West : 30 mtrs. HCMTR
On or towards the North : Survey No. 16 (pt) of Village Majiwade
On or towards the South : Survey No. 49 (pt) of Village Majiwade.

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184	327	1	1010
185	327	2/a	18600
186		2/b	4860
187		2/c	5060
188		2/d	180
189		2/e	4250
190		2/f	510
191		2/g	1060
192		2/h	1750
193		2/j	560
194	327	4	150
195	328	1	200
196	328	2	280
197	328	3/a	5080
198		3/b	5490
199		3/c	300
200		3/d	5490
201		3/e	2860
202		3/f	1110
203		3/g	5490
204		3/h	510
205		3/j	860
206	329	1	510
207		2	7080
208		3	8830
209		4	200
210		5a	2230
211		6a	410
212	345	1	4050
213		2	480
214		3	410
215		4	180
216		5	3590
217		6	2730
218		7	5580
219		8	2480
220		9	5770
221		10	3090
222		11	2510
223		12	1640

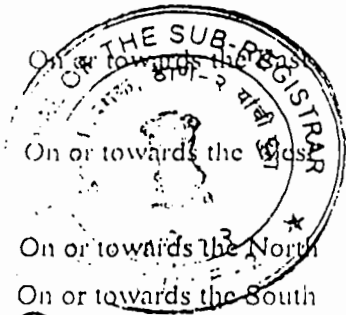
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224		13	560
225		14	150
226		15	910
227		16	1420
228		17	140
229	383	---	24410
230	423	1 A	910
231		1 B	3340
232		1 C	4970
233		1 D	4660
234		1 E	4150
235		1 F	4260
236		1 G	1920
237		1 H	1030
238	423	10	3030
239	424	1 A	1720
240		1 B	3440
241		1 C	3140
242		1 D	400
243	424	6	17547
244	386	1	17732
		Total	501215.15



- On or towards the [] : By existing Saket Complex and Ulhas Creek let;
- On or towards the [] : By Lodha Paradise and by Vrindavan Complex;
- On or towards the North : By Lodha Paradise and Balkum Village;
- On or towards the South : By Police land bearing Survey. No. 386/3 of Village Majiwade.

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दस्त क्रमांक. ११८४६ - २०१६
६/१६८

THE THIRD SCHEDULE ABOVE REFERRED TO:
(common areas and facilities)

- 1) Said Parking Space as mentioned in the Fifth Schedule hereunder written.
- 2) Electrical meter room
- 3) U.G + O.H Tank and pump room
- 4) Substation
- 5) Letter box area
- 6) Society office
- 7) Security room
- 8) DG Set
- 9) Watchman's cabin
- 10) Staircase
- 11) Common toilet
- 12) Sewage Treatment Plant
- 13) Telephone room
- 14) Lift lobby
- 15) Lift machine room
- 16) Recreation Facility.
- 17) Passenger lift
- 18) One lift with D G Back-up for each wing
- 19) DG back-up for common area lighting and fire fighting pumps
- 20) Video door phone facility
- 21) Decorative Entrance Lobby
- 22) Fire hydrant on every floor

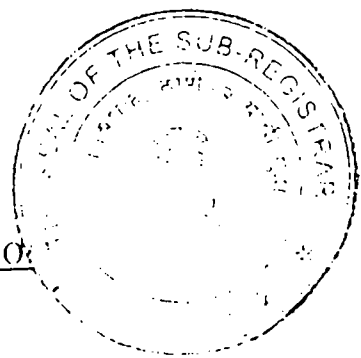
THE FOURTH SCHEDULE ABOVE REFERRED TO:
(restricted areas and facilities)

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

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THE FIFTH SCHEDULE ABOVE REFERRED TO

(Meaning of the Terms and Expressions defined in this Agreement)

Sr. No.	Terms and Expressions	Meaning and Description												
1.	Name and address of the Purchaser	Mr.Kunal Endait 601/B, Atlantis Apartment, Behind Hypercity Mall, Kasarvadavli, Ghodbunder Road, Thane (W)-400615.												
2.	the Building	Wing No.: "A" Note: For the Purpose of this Agreement, the following wings are constructed / to be constructed on the following sub-plots/ portions of the Property. <table border="1" data-bbox="824 981 1421 1451"> <thead> <tr> <th data-bbox="833 989 898 1142">Sr. No.</th> <th data-bbox="898 989 1136 1142">Description of Wing</th> <th data-bbox="1136 989 1414 1142">Description of Sub-Plot/Portion of the Property</th> </tr> </thead> <tbody> <tr> <td data-bbox="833 1142 898 1196">1.</td> <td data-bbox="898 1142 1136 1196">Wing A to C</td> <td data-bbox="1136 1142 1414 1196">Sub - Plot 6A</td> </tr> <tr> <td data-bbox="833 1196 898 1249">2.</td> <td data-bbox="898 1196 1136 1249">Wing E to K</td> <td data-bbox="1136 1196 1414 1249">Sub - Plot 6B</td> </tr> <tr> <td data-bbox="833 1249 898 1446">3.</td> <td data-bbox="898 1249 1136 1446">Proposed Wing D and Proposed Wing L</td> <td data-bbox="1136 1249 1414 1446">Azziano Portion of the Government Land (as and when acquired)</td> </tr> </tbody> </table>	Sr. No.	Description of Wing	Description of Sub-Plot/Portion of the Property	1.	Wing A to C	Sub - Plot 6A	2.	Wing E to K	Sub - Plot 6B	3.	Proposed Wing D and Proposed Wing L	Azziano Portion of the Government Land (as and when acquired)
Sr. No.	Description of Wing	Description of Sub-Plot/Portion of the Property												
1.	Wing A to C	Sub - Plot 6A												
2.	Wing E to K	Sub - Plot 6B												
3.	Proposed Wing D and Proposed Wing L	Azziano Portion of the Government Land (as and when acquired)												
3.	Development Permission / Commencement Certificate of the Building	V.P.NO.S05/0022/10 TMC/TDD/0767/13 dated 31/01/2013 amended by V.P.No. S05/0022/10 TMC/TDD/0946/13 dated 16/09/2013 and further amended by V.P.No. S05/0022/10 TMC/TDD/1145/14 dated 06/05/2014 for Building Wings E to K and Development Permission/ Commencement Certificate in respect of Buildings Wing A & B bearing No.V.P.NO.S05/0022/10 TMC/TDD/0591/12 dated 09/05/2012, amended by V.P.No. S05/0022/10 TMC/TDD/1145/14 dated 06/05/2014 and in respect of Building Wing "C" bearing No. V.P.No S05/0022/10 TMC/TDD/ 0671/12 dated 10/9/2012, amended by V.P.No. S05/0022/10 TMC/TDD/1145/14 dated 06/05/2014.												



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4.	Premises	Flat No.103 admeasuring 92.07 square meters (carpet area) approximately equivalent to 991 square feet (carpet area) on the 3rd Podium of the Building.
5.	Consideration	Rs.15,197,600.00/- (Rupees One Crore Fifty One Lakh Ninety Seven Thousand Six Hundred Only)
6.	Said Parking Space	2 Car Parking Spaces Located on One Mechanised Car Stacker
7.	Developer's Escrow A/c No. Mortgage Bank	Kapstone Constructions Private Limited Escrow A/c No: 123805000168 ICICI Bank Ltd.
8.	Present FSI	82,971.66 square meters.
9.	Due Date	30.11.2016; subject to provisions of Clause No. 9 of this Agreement for Sale.
10.	PAN	(A) Developer: AACCK3513F (B) Purchaser: AAPPE3042B

THE SIXTH SCHEDULE ABOVE REFERRED TO

(schedule / manner of payment of Consideration by the Purchaser to the Developer)

Sr. No.	Description of Payment	Payable (Rupees)
1.	Towards earnest money.	3,03,82,460.00
2.	On or before the completion of the Plinth of the Building.	5,19,760.00
3.	On or before the completion of 2nd Podium of the Building.	759,880.00
4.	On or before the completion of 4th Podium of the Building.	759,880.00
5.	On or before the completion of 1st floor of the Building.	759,880.00
6.	On or before the completion of 3rd floor of the Building.	759,880.00
7.	On or before the completion of 5 th floor of the Building.	759,880.00



₹ 15,19,76,000.00

15,19,76,000.00

759,880.00

8.	On or before the completion of 7 th floor of the Building.	759,880.00/-
9.	On or before the completion of 10 th floor of the Building.	759,880.00/-
10.	On or before the completion of 13 th floor of the Building.	759,880.00/-
11.	On or before the completion of 16 th floor of the Building.	759,880.00/-
12.	On or before the completion of 19 th floor of the Building.	759,880.00/-
13.	On or before the completion of 22 nd floor of the Building.	759,880.00/-
14.	On or before the completion of top slab of the Building.	759,880.00/-
15.	On or before completion of windows and door frames.	759,880.00/-
16.	On intimation of possession of the Premises	759,880.00/-
	Total	15,197,600.00/-

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(being the list of the "Other Charges" to be paid by the Purchaser in accordance with clause 14 of this Agreement)

PART A		
Sr.	Particulars	Amounts
1.	Non refundable Organisation Formation Charges	Rs.5000.00/-
2.	Non refundable Legal Charges	Rs.25,000.00/-
3.	Non refundable charges towards installation of Transformer, Electric Meter, Water Meter, Natural Pipe Gas connection	Rs.88,500.00/-
4.	Development & Infrastructure Charges	Rs.471,000.00/-
5.	One time development fee for recreation	Rs.2,25,000.00/-

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6.	Towards security deposit	Rs. 15,000.00/-
7.	Infrastructure 2 and Community Space Charges	Rs. 1,100,000.00/-
	Total	Rs. 1,929,500.00/-

PART B

Sr. No.	Particulars	Amounts
1.	Non refundable Share Money, Application and Entrance Fees of the Organisation	Rs. 700.00/-
2.	24 (twenty four) months deposit towards proportionate share of taxes, maintenance and other charges (excluding development and common infrastructure charges)	Rs. 207,240.00/-
3.	24 (twenty four) months deposit towards Infrastructure (Township) Maintenance	Rs. 18,840.00/-
4.	Corpus Fund which will be transferred to the Apex body to be utilized for the future maintenance	Rs. 78,500.00/-
	Total	305,280.00/-

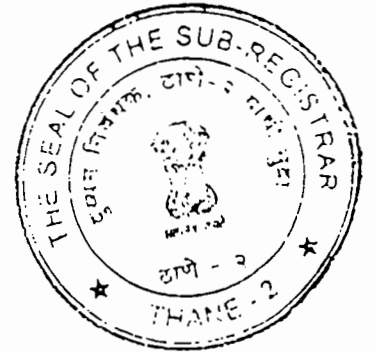
e with

Note: Out of the aforementioned charges, the Purchaser of Premises hereby agrees and confirms to pay the charges mentioned in Sr. No. 4,5 and 7 (Part A) in 5 (five) equal installments, each;

- On or before Completion of Plinth
- On or before completion of 4th floor
- On or before completion of 19th floor
- On or before completion of top slab
- On intimating Possession of the Premises

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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 BY)

the within named Developer)

Kapstone Constructions Pvt. Ltd.) For Kapstone Constructions Pvt. Ltd.

By the hand of its Director)

Authorised Signatory)



Director

Mr. Percy Chowdhry)

in the presence of)

Witness:

1. VEJAY HEALMATH

2. Soudosh Sateke



SIGNED AND DELIVERED BY)

the within named Purchaser)

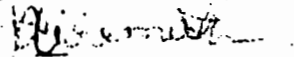
Mr. Kunal Endait)

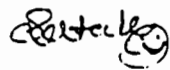
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in the presence of)

Witness:

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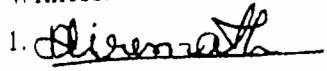
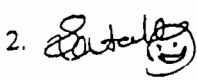
RECEIVED from the Purchaser herein an aggregate sum of Rs. 500,000.00/- (Rupees Five Lakh only) being the amount to be paid by the Purchaser to the Developer towards the said Consideration in accordance with the Sixth Schedule hereinabove mentioned.

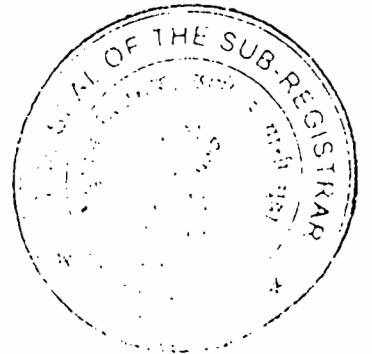
For Kapstone Constructions Private Limited



Director

Witness:

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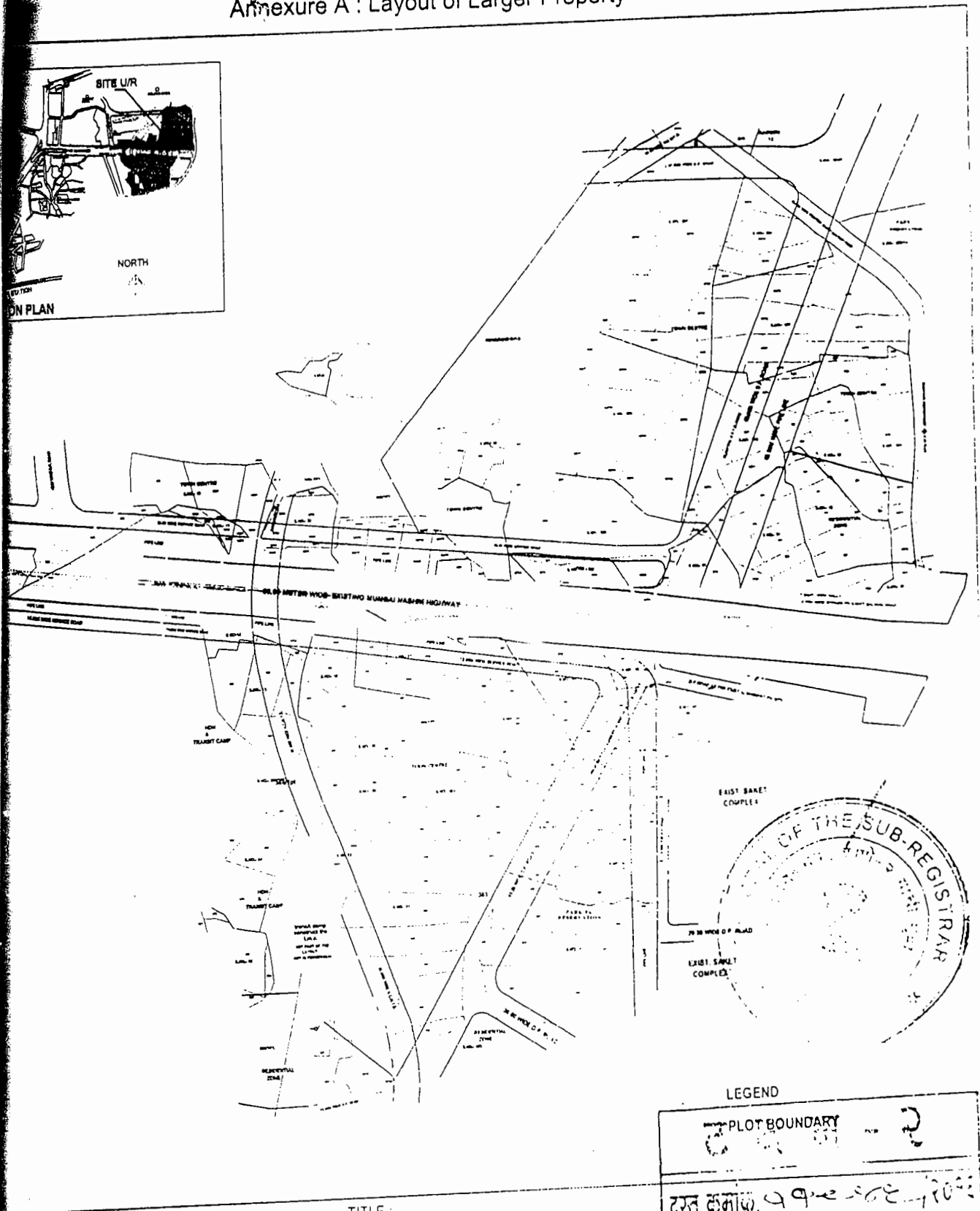
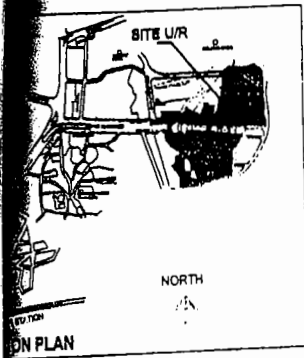


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Annexure A : Layout of Larger Property



LEGEND

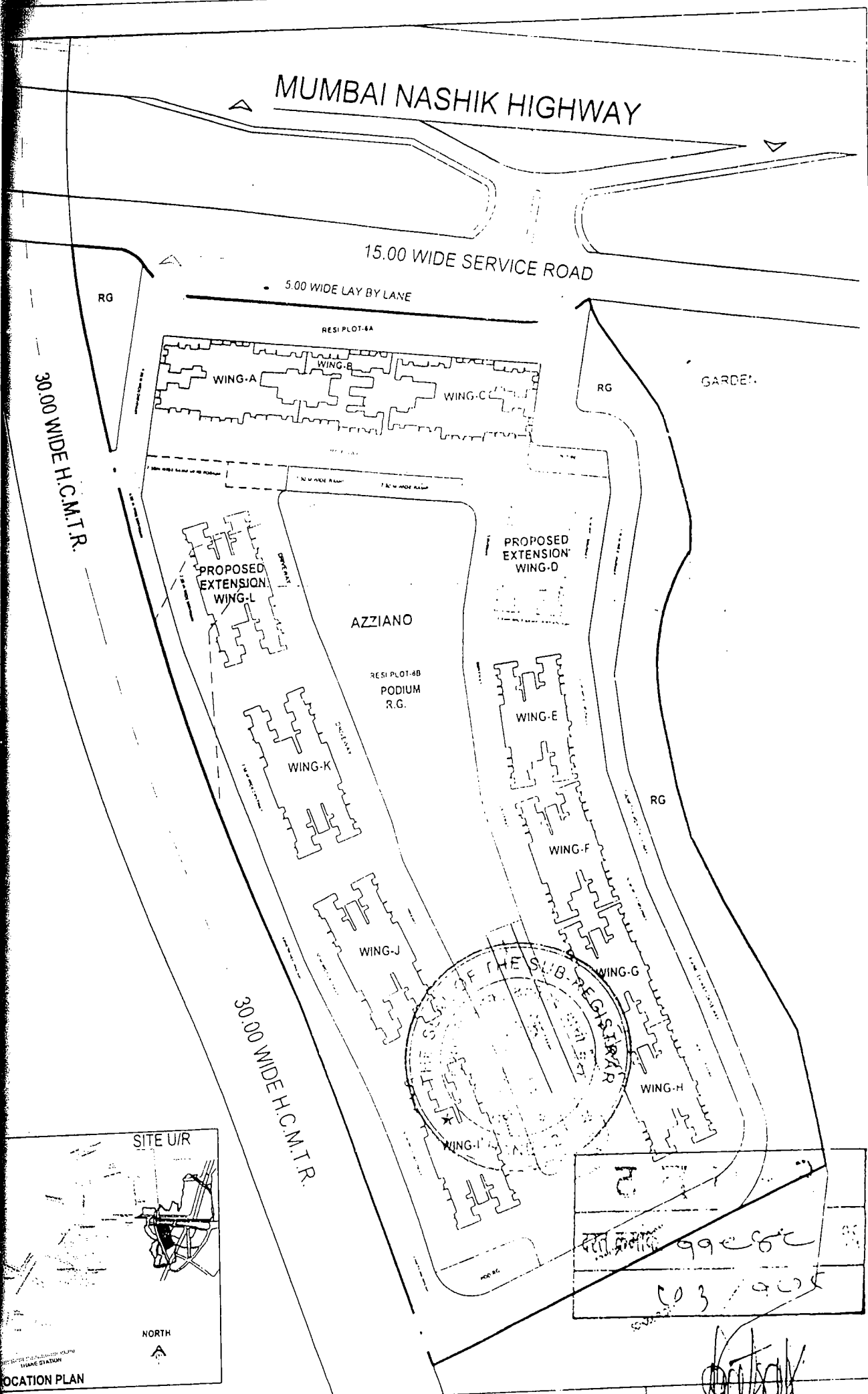
	PLOT BOUNDARY
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TITLE :-
LAYOUT PLAN SHOWING
BOUNDARY OF LARGER PROPERTY

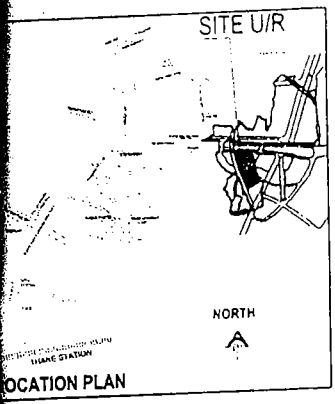
ORTH



R. J. Jadhav



Annexure B : Proposed Aziano Layout



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[Signature]
M/S KAPSTONE CONE PVT LTD

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PROPOSED LAYOUT PLAN

DEVELOPMENT OF SUB PLOT-6
ON PROPERTY BEARING S.NO. 14pt.,
S.NO.15pt.,16pt.,17pt.,49, 50pt.,51pt.,53pt & others.
AT VILLAGE MAJIWADE, THANE(W)

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

Amended SANCTION OF DEVELOPMENT
PERMISSION/COMMENCEMENT CERTIFICATE

रहिवार सब प्लॉट नं. ६ ए :- विंग अ :- २ मजले पोडायम पार्किंग + २ मजले पोडायम पार्किंग
(पार्ट) + रहिवार (पार्ट), + १ मजला पोडायम (पार्ट) व तळमजला (पार्ट)
+ २४ मजले

विंग बी :- २ मजले पोडायम पार्किंग + २ मजले पोडायम पार्किंग
(पार्ट) + रहिवार (पार्ट), + १ मजला पोडायम (पार्ट) व तळमजला (पार्ट)
+ २४ मजले

V.P.NO. S05/0022/10 TMC/ADD/0591/12 DATE 21/05/2012

To,

M/s. Archatypo Consultants (I) Pvt. Ltd. (Architect)

M/s. Kanstona Constructions Pvt. Ltd. (Owner & Developer)

Sir,

With reference to your application No. 673 dated 26/04/2012 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, Thane S. No. / C.T.S No. / F. P. No. Survey 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, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 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, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 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, 21/1(Part), 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 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, 37/5A, 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, 42/7, 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, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 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, 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, 424/1E & 386/1 the development permission / the commencement certificate is granted subject to the following conditions.

The land situated in consequence of the enforcement of the set back
line shall form Part of the public street.



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- 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 of Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) दि. १२/०७/२०१२ रोजीच्या सुधारित परवानगी/सी.सी. संदर्भ क्र. ठा.म.पा./श.वि.वि./०४२९/११ मधील सर्व अटी व शर्ती आपणावर बंधनकारक राहतील.
- 6) सुधारित परवानगी /सी.सी. अदा केल्याच्या दिनांकापासून ३० दिवसांचे आत रहिवास उपभूखंड क्र. ६ ए मधील इमारतीच्या सुधारित नकाशानुसार मुख्य अग्निशामन अधिकारी यांचेकडून ना हरकत दाखला सादर करणे आवश्यक राहिल व त्यामधील अटी व शर्ती बंधनकारक राहतील.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNT TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

सावधान
अनुसार इच्छलापाय गुन्हा आहे. त्यासाठी जास्तीत
जाला ३ घन फूट व रु १०००/- रकम होऊ शकते.
अनुसार इच्छलापाय गुन्हा आहे. त्यासाठी जास्तीत
जाला ३ घन फूट व रु १०००/- रकम होऊ शकते.
अनुसार इच्छलापाय गुन्हा आहे. त्यासाठी जास्तीत
जाला ३ घन फूट व रु १०००/- रकम होऊ शकते.



Yours faithfully,

Executive Engineer,
Development Department,
Municipal Corporation of
the city of, Thane.

Copy to :-

- 1) Dy. Director of Town Planning, Konkan Bhavan, Navi Mumbai.
- 2) Dy. Municipal Commissioner-Zone
- 3) E. E. (Encroachment)
- 4) TILR / Dy. SLR, Thane for necessary correction in record of Land is affected by Road widening / reservation.



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THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

अनुमति PERMISSION/COMMENCEMENT CERTIFICATE

रहवास राय प्लॉट नं. ६ ए :- [विंग सी:- २ मजले पोडीयम पार्किंग + २ मजले पोडीयम पार्किंग
(पार्ट)+ रहवास (पार्ट), + १ मजला पोडीयम (पार्ट) व तळमजला (पार्ट)
+ २४ मजले]

V. P. NO. S05/0022/10 TMC/TDD/ 0671/12 DATE 10/9/2012

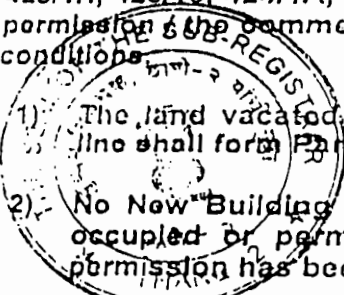
To,

M/s. Archetype Consultants (I) Pvt. Ltd. (Architect)

M/s. Kapstone Constructions Pvt. Ltd. (Owner & Developer)

Sir,

With reference to your application No. 1403 dated 25/05/2012 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, Thane S. No. / C.T.S No. / F. P. No. Survey 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, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 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, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 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, 21/1(Part), 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 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, 37/5A, 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, 42/7, 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, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 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, 383, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/1I, 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



ट व ११ - २
दस्त क्रमांक ११ २६२ २०१६
०६ / १०९

LANE

पार्किंग
रुमजला (पार्ट)

9/2012

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Majiwade
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1, 19/3/1B,
11, 20/1/2,
11, 20/4/2,
35/7, 35/8,
1/6, 37/7A,
12/1, 42/2,
13/8, 43/9,
13, 45/4A,
17A, 46/8,
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- 3) The development permission/Commencement Certificate shall remain valid for a period of one year of Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) दि. ०९/०५/२०१२ रोजीच्या सुधारीत परवानगी/सी.सी. संदर्भ क्र. ठा.म.पा./श.वि.वि/०५१२/१२ मधील सर्व अटी व शर्ती आपणावर बंधनकारक राहतील.
- 6) मा. उपसंचालक नगर रचना, कोकण विभाग याचिकडील मंजूरीच्या शिफारसीतील बृहत रेखांकनातील टाऊन सेंटर अंतर्गत ठाणे महानगर पालिकेस विनामूल्य बांधून यावयाच्या २४१०१.७० चौ.मी. क्षेत्राचे बांधकाम पूढील कोणत्याही परवानगीच्या आत सुरू करणे व निवासी बांधकामासोबत पूर्ण करणे बंधनकारक राहिल.
- 7) मंजूर नकाशातील शाळेचे बांधकाम निवासी इमारतीच्या बांधकामासोबत सुरू करून पूर्ण करणे बंधनकारक राहिल.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNT TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

Yours faithfully,

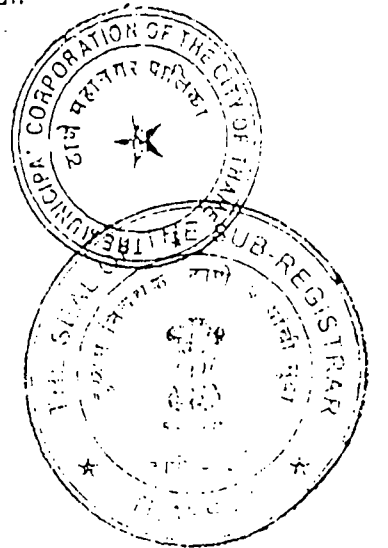
OFFICE NO. : _____
OFFICE STAMP : _____
DATE : _____
ISSUED : _____

Executive Engineer,
Town Development Department,
Municipal Corporation of
the city of, Thane.

- Copy to :-
1) Dy. Director of Town Planning, Konkan Bhavan, Navi Mumbai.
2) Dy. Municipal Commissioner-Zone
3) E. E. (Encroachment)
4) TILR / Dy. SLR, Thane for necessary correction in record of Land is affected by Road widening / reservation.

संवधान

"मंजूर नकाशानुसार बांधकाम न करणे तसेच विकास नियंत्रण नियमावलीनुसार आवश्यक न्या परवानग्या न घेता बांधकाम वापर करणे, महाराष्ट्र प्रादेशिक व नगर रचना अधिनियमाचे फलम ५२ अनुसार दखलपात्र गुन्हा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कैद व रु ५०००/- दंड होऊ शकतो."



ठाणे - २
दस्ता क्रमांक. ११२४६ २०१२
७७ / १७८

THANE MUNICIPAL CORPORATION, THANE

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

वाणिज्य उप मूळड क्र. ३	विंग ए - स्टील + १५ मजले
वाणिज्य उपमूळड क्र. ४	विंग ए - स्टील + २० मजले विंग बी - स्टील + २० मजले विंग सी - स्टील + २० मजले विंग डी - वेसमेंट + स्टील + २० मजले वाणिज्य इमारत - वेसमेंट + तळमजला + १ मजला वसाव हाजरा - तळ + १ मजला पोडीयम आर. जी. - वेसमेंट + स्टील + पोडीयम
वाणिज्य उपमूळड क्र. ५	वैद्यनाथी घरे - स्टील + १६ मजले इमारत क्र. १ - विंग ए व बी - स्टील + पोडीयम + ३२ मजले इमारत क्र. २ - विंग सी व डी - स्टील + पोडीयम + ३२ मजले इमारत क्र. ३ - विंग इ - स्टील + पोडीयम + ११ मजले
वाणिज्य उपमूळड क्र. ६ व ७	विंग इ - वेसमेंट + स्टील + ४ मजले पोडीयम + ३१ मजले विंग एफ - वेसमेंट + स्टील + ४ मजले पोडीयम + ३१ मजले विंग जी - वेसमेंट + स्टील + ४ मजले पोडीयम + ३१ मजले विंग एच - वेसमेंट + स्टील + ४ मजले पोडीयम + ३१ मजले विंग आय - वेसमेंट + स्टील + ४ मजले पोडीयम + १९ मजले विंग जे - वेसमेंट + स्टील + ४ मजले पोडीयम + ३१ मजले विंग के - वेसमेंट + स्टील + ४ मजले पोडीयम + २९ मजले
शालेची मूळड क्र. १	शालेची इमारत - वेसमेंट + तळमजला + ७ मजले
शालेची मूळड क्र. २	शालेची इमारत - तळमजला + ४ मजले
वाणिज्य मूळड	वैद्यकीय व वाणिज्य इमारत - वेसमेंट + तळमजला + १४ मजले
मुदपाव वाणिज्य मूळड	सुविधा व वाणिज्य इमारत - स्टील + ६ मजले (परवानगी फक्त)
उमरा व मूळड	उमरा इमारत - तळमजला + स्टील + १२ मजले

V.P. NO. 808/0022/10 TMC/DPD/0767/13 DATE 21/1/2013

To:
 Mr. Manish D. Savant
 M/s. Kapstone Constructions Pvt. Ltd.

(Architect)
 (Owner & Developer)

Sir,

With reference to your application No. 7640 dated 17/12/2012 for development permission under 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. 11 above in Village Majiwade Sector No. 5 situated at Road / Street Mumbai Masikh By-pass Road, Thane No. / C.T.S No. / P. P. No. Survey 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, 14/1/1, 15/1, 15/2, 15/3, 15/4, 15/5, 16/1/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/6/A, 18/3/A, 18/4/A, 18/6/A, 19/1/A, 19/2/1/A, 19/2/1/B, 19/2/1/C, 19/3/1/A, 19/3/1/B, 19/3/1/C, 19/4/1/A, 19/4/1/B, 19/4/1/C, 19/5/1/A, 19/5/1/B, 19/5/1/C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/4/5, 20/3/6, 20/4/1, 20/4/2, 21/1 (Part), 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 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, 37/5A, 37/6.

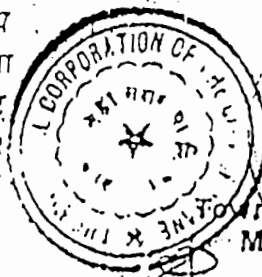
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377A, 379A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/7A, 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, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 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, 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 of Commencing from the date of its Issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) दि. १०/०९/२०१२ रोजीच्या सुधारित परवानगी/सी.सी. संदर्भ क्र. ठ.म.पा./श.वि.वि./०६७१/१२ मधील सर्व अटी व शर्ती आपणावर बंधनकारक राहतील.
- 6) टाऊन सेंटर या आरक्षणानुसार अनुसूचित ठाणे महानगरपालिकेस हस्तांतरित करवयाच्या भूखंडाच्या ४,५३५.६६ चौ.मी. वाढीव क्षेत्राचे अनुषंगाने सुधारित अभिन्यासारा उपसंचालक नगर रचना व कॅम्प विभाग यांची मंजूरी घेणे आवश्यक आहे. सदर मंजूरी प्राप्त होईपर्यंत सुविधा व वाणिज्य भूखंडावरील इमारतीची सी.सी. अदा करण्यात येणार नाही.
- 7) ठाणे महानगरपालिकेस हस्तांतरित करवयाच्या इमारतीचे बांधकाम इतर रद्दिवारा इमारतीच्या बांधकामेवर सुरू करणे व पूर्ण करणे बंधनकारक राहिल.
- 8) पुढील कोणत्याही इमारतीच्या जोता प्रमाणपत्रापूर्वी ठ.म.पा.स हस्तांतरित करवयाच्या इमारतीचे बांधकाम ठामपास हस्तांतरित करणेबाबतचा कठोरनामा करणे बंधनकारक राहिल.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNT TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1968

मंजूर नकारागुणाने बांधकाम न करणे तसेच विकसित निषेधन नियमावलीनुसार आवश्यक त्या परवानगी न घेता बांधकामे करणे, महत्संपद प्राप्तीस व नगर रचना विधानियमाचे कलम ५२ अन्वये बांधकाम गुन्हा आहे. त्यासाठी जप्तहीन जात ३ पर्ये वरु ५०००/- रकड होऊ शकता.



Executive Engineer
Town Development Department,
Municipal Corporation of
the city of, Thane.

Copy to :-

- 1) Dy. Director of Town Planning, Konkan Bhavan, Navi Mumbai.
- 2) Dy. Municipal Commissioner-Zone
- 3) E.E. (Encroachment)
- 4) TIER / Dy. SLR, Thane for necessary correction in record of Land is affected by Road widening / resorvation.

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दस्त क्रमांक. ११२४६ / २०१६
६८ / १०९६

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

Amended SANCTION OF DEVELOPMENT PERMISSION/COMMENCEMENT CERTIFICATE

Residential Sub Plot - 6B

- Wing E - Stilt + 4 Level Podium + 31 upper Floors.
- Wing F - Stilt + 4 Level Podium + 31 upper Floors.
- Wing G - Stilt + 4 Level Podium + 31 upper Floors.
- Wing H - Stilt + 4 Level Podium + 31 upper Floors.
- Wing I - Stilt + 4 Level Podium + 19 upper Floors.
- Wing J - Stilt + 4 Level Podium + 31 upper Floors.
- Wing K - Stilt + 4 Level Podium + 29 upper Floors.

V.P.NO. S05/0022/10 TMC/TDD/ 0946/13

DATE - 16/09/20

To,

Mr. Manish D. Savant

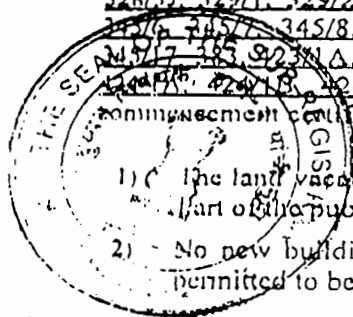
M/s. Kapstone Constructions Pvt. Ltd.

(Architect)

(Owner & Developer)

Sir,

With reference to your application No. 4616 dated 12/08/2013 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, Thane S. No. / C.T.S No. / F. P. No. Survey 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, 14/1 (pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 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, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 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, 21/1 (Part), 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 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, 37/5A, 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, 42/7, 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, 45/2, 45/4A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4, 46/5A, 46/7A, 46/8, 47/1A, 47/2A, 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, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2I, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3I, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 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, 345/18, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/1I, 423/1J, 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.

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- 3) The development permission/Commencement Certificate shall remain valid for a period of one year of Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The conditions mentioned in Amended Permission/C.C. bearing No. TMC/TDD/0767/13 dtd. 31/01/2013 shall be binding on you.

16/09/20

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNT TO COGNATE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

ct) (eloper)

सावधान

महाराष्ट्र राज्य सरकारानुसार बांधकाम न करणे वरून विकसित करणेबाबतचे आदेशानुसार आपण बांधकाम करत असल्याचे दखल पात्र गुन्हा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कॅश थ रु. ५०००/- दंड होऊ शकतो."



Yours faithfully,

13/9/13
Executive Engineer
Town Development Department,
Municipal Corporation of
the city of, Thane.

- Copy to :-
- 1) Dy. Director of Town Planning, Konkan Bhavan, Navi Mumbai.
 - 2) Dy. Municipal Commissioner-Zone
 - 3) E. E. (Encroachment)
 - 4) TILR / Dy. SLR, Thane for necessary correction in record of Land is affected by Road widening / reservation.

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36/4. 36/5.
41/1. 41/2.
43/1. 43/2.
44/4. 44/5.
A. 46/4.
48/4. 48/5.
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34/1. 84/2.
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THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

Amended SANCTION OF DEVELOPMENT
PERMISSION/COMMENCEMENT CERTIFICATE

रहिवासी भूखंड क्र. ४	:	विंग डी - वेसमेंट + स्टील ते २० मजले वाणिज्य इमारत - वेसमेंट + लकमजला ते १ मजला दलदल हाऊस - लकमजला ते १ मजला पोडीयम आर.जी. - वेसमेंट + स्टील + पोडीयम
रहिवासी भूखंड क्र. ५	:	वेघरांसाठी घरे - लकमजला ते १६ मजले इमारत क्र. १ - विंग ए व बी - स्टील + पोडीयम ते ३२ मजले इमारत क्र. २ - विंग सी व डी - स्टील + पोडीयम ते ३२ मजले
रहिवासी भूखंड क्र. ६ अ	:	विंग ए, बी व सी - १ मजला पार्किंग व वाणिज्य (पार्ट) + १ मजला पोडीयम पार्किंग व वाणिज्य (पार्ट) + २ मजले पोडीयम पार्किंग व रहिवास (पार्ट) + १ मजला पोडीयम (पार्ट) व रहिवास (पार्ट) ते २६ मजले
रहिवासी भूखंड क्र. ६ ब	:	विंग इ, एफ, जी, एच, आय, जे व के - - स्टील + ४ मजले पोडीयम ते ३१ मजले
शैक्षणिक भूखंड क्र. १	:	शालेची इमारत - वेसमेंट + लकमजला ते ७ मजले
सुविधा व वाणिज्य भूखंड	:	सुविधा व वाणिज्य इमारत - स्टील ते ६ मजले
वा.म.म. भूखंड	:	टामभा इमारत - लकमजला/स्टील + पोडीयम ते १२ मजले

V.P. NO. 805/0022/10

TMC/TDD/ 1145/14

DATE 06/05/2014.

To,
Municipal Engineer,
Thane Municipal Corporation, Pvt. Ltd.(Architect)
(Owner & Developer)

With reference to your application No. 9938 dated 16/01/2014 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
Nanjunde Survey No. 5 situated at Road / Street Mumbai Nashik Bypass Road, Thane S. No. /
C.T.S No. / P. No. Survey 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, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5,
16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/6/A, 18/3/A, 18/4/A, 18/6/A, 19/1/A, 19/2/1/A,
19/2/1/B, 19/2/1/C, 19/3/1/A, 19/3/1/B, 19/3/1/C, 19/4/1/A, 19/4/1/B; 19/4/1/C, 19/5/1/A, 19/5/1/B,
19/5/1/C, 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, 21/1(Part), 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 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, 37/5A, 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, 42/7, 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, 45/7A, 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, 53/2/2, 53/2/3,
54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B,
327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B,
328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A,

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दस्त क्रमांक. ११८४६/२०१६
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339/0A, 343/1, 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, 393, 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 of Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.

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- ५) शासनाचे विशेष नगर वसाहतीकरीता दिलेल्या क्र. सुमंस/टिपीएस-१२०७/२२०/प्र.प्र.५४१/०८/नवि-१२ दि. २४/०८/२००९ मधील लोकेशनल विलअरन्समधील संबंधीत अटी वधनकारक राहतील.
- ६) उप संचालक नगर रचना कोकण विभाग, नवी मुंबई यांचेकडील जातक क्र. ठामपा/विशेष नगर/भाणे भाणियाडा टाऊनशीप / लसनरकोवि/ ३०७५ दि. ८/१०/२०१० मधील संबंधीत अटी वधनकारक राहतील.
- ७) एम.ओ.ई.एफ कडील पत्र क्र. २१/४६८/२००७ - I व II दि. ०६/०७/२००९ रोजी दिलेल्या इनवॉल्वमेंट विलअरन्स मधील संबंधीत अटी वधनकारक राहतील.
- ८) महाराष्ट्र प्रदुषण नियंत्रण मंडळ यांचे दि. १०/११/२००९ चे पत्रामधील संबंधीत अटी वधनकारक राहतील .
- ९) पलरांपदा विभाग यांचे दि. २३/१०/२००८ यांचे नाहरकत दाखल्यामधील संबंधीत अटी वधनकारक राहतील.
- १०) उप वन संरक्षक, ठाणे वन विभागाचे दि. १०/१०/२००७ चे पत्रामधील संबंधीत अटी वधनकारक राहतील
- ११) मा. उच्च न्यायालय यांचेकडे प्रलंबित असलेल्या रिटपिटोरान क्र. १३६४/२००७ चे न्यायालयीन दाव्यामधील निर्णय विकासक यांचेवर वधनकारक राहिल.
- १२) यापूर्वी मंजूर करण्यात आलेल्या सुधारीत परवानगी/ सि.सि. दि. ३१/०३/२०११ दि.१२/०७/२०११ व दि. ३१/०१/२०१३ रोजीच्या प्रामाणिकतेक संबंधीत अटी आगगावर वधनकारक राहतील.
- १३) रहिवास उपभूखंड क्र. ६ व धर उभारण्यात येणाऱ्या इमारतीच्या बापर परवाना प्रमाणपत्र अर्ज करण्यापूर्वी ठामपा भूखंडावरील ठामपा इमारतीचे बांधकाम पूर्ण करून ठाणे महानगरपालिकेला हस्तांतरित करणे आवश्यक राहिल.

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WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNT TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

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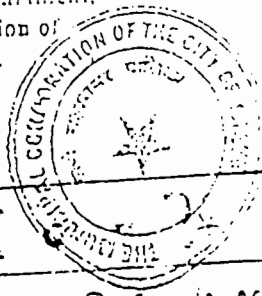
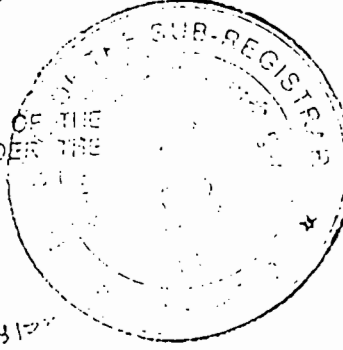
नगर रचनासुधार चयकाम न करणे सलेव
OFFICE NO. निवडणुकीच्या उपचयक द्या
OFFICE STAMP निवडणुकीच्या उपचयक द्या
DATE निवडणुकीच्या उपचयक द्या
ISSUED च नगर रचना आर्गमायजाचे उलय ५२
समुकार वजहापार गुन्म आर. ह्यासाडी काररीत
अपव ३ रवे केंद्र व र. ५००८/- टंड डोट रकमी."

Yours faithfully,

Pouso

Executive Engineer

Town Development Department,
Municipal Corporation of
the city of Thane.



Copy to :-

- 1) Dy. Director of Town Planning, Konkan Bhavan, Navi Mumbai.
- 2) Dy Municipal Commissioner-Zone
- 3) E. E. (Encroachment)
- 4) TILR / Dy. SLR, Thane for necessary correction in record of Land is affected by Road widening / reservation.

दस्ता क्रमांक. ११०४६ / २०१६
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ANNEXURE D: TITLE CERTIFICATE

SHANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

A. S. Underkat

UNADKAT TERRACE, 1ST FLOOR,
27, ANJU SHOPPING CENTRE,
TILAK ROAD, SANTACRUZ (W),
MUMBAI 400 054.
TEL. : 2605 2450 / 2605 2460
FAX : 2605 4009

Date _____
10th July, 2006

Ref. No. _____ KGD/NOB-117/430 /2006

M/s. Kapstone Constructions Private Limited,
Ideal Farm,
Dahisar (W),
Mumbai - 400 058.

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 particulars
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 Bombay 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:-

4. 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/- (Rupee 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/-. That the said Raja Sigh Varma was the Owner of the said property.



POST OFFICE 1
ABHOOMI MARG, 1ST FLOOR, FORT, MUMBAI 400 001. • TEL. : 2204 5733
Correspondence, Communication, Services only at Santacruz Office

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दस्त क्रमांक. ११९८८/२००६
१६ / १०/०६

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TACRUZ (W).

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ANNEXURE D: TITLE CERTIFICATE

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LAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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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 Rajasingh 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 Rajasingh Girdhari Singh Varma (HUF), consisted of late Rajasingh 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 Rajasingh Varma (HUF) in respect of the said property and had been placed in possession of the said property. Rajasingh 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 right, title, interest, claim or demand of any nature whatsoever in respect of the said property or any part thereof;

On 12th December 1971, the said Mr. Rajasingh Varma died and on his death, late Udaisingh Rajasingh became and/or acted as Karta and manager of the HUF;



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दस्तावेज क्रमांक	११ २४८
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ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

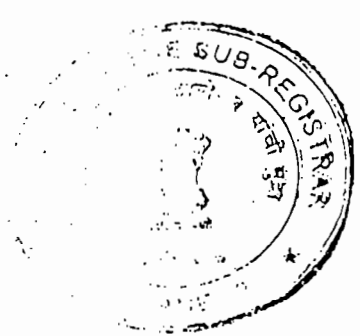
Continuation Sheet

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(g) By an Agreement dated 23rd July 1980, United Leach Corporation 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 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 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 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 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;



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दस्तावेज क्रमांक	११	११
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ANNEXURE D: TITLE CERTIFICATE

LAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

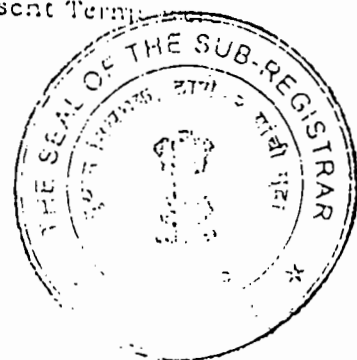
Continuation Sheet

J) On 12th April 1985, late Mr. Udalsingh Rajasingh Varma died and after his death, Ashok Udalsingh 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;

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 filed in Court on 27th day of April, 2004;

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दस्त क्रमांक. ११२४६
१७ / १०८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Continuation Sheet

- 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;
- 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;
- 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;
- 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.
- As per the Consent Terms, Transcon Properties Pvt. Ltd. KMD Enterprises and Vijay Singh Varma are in joint possession of the said property.



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दस्त क्रमांक. ११ २०२ / २०१६
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ANNEXURE D: TITLE CERTIFICATE

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ADVOCATES & SOLICITORS

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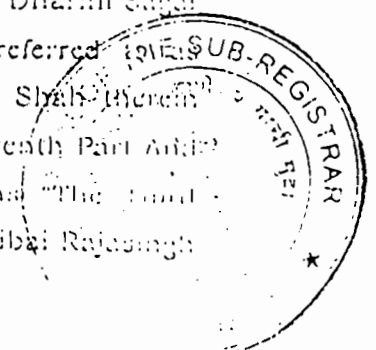
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By Development Agreement 31st March, 2006 and registered with the Sub Registrar of Assurances at Thane at TNN-5 at No.2095 of 2006 the Owners and Mr: Vijaysingh Rajasingh Varma, for self and on behalf of and as the Karta and Manager of Vijaysingh Rajasingh Varma (HUF), a Joint and Undivided Hindu Family consisting of himself i.e. Vijaysingh Rajasingh Varma, Mrs. Secma 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. Vishinkumari 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 Kausai 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



Handwritten signature/initials

2006-2	
दस्तावेज क्रमांक ११९८६६/२०१६	
१६	१७८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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Continuation Sheet

Varma (2) Pramila Abhaysingh and (3) Anita Mangatsingh there 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 the 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 Jannabhoomi (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. Sushila Mahavirsingh Bhardwaj, sarita Devi w/o. Karam Singh, Sangita devi W/o. Smt. Jasvinder Singh, Yaspal Singh, Kirtipal Singh, Parvatibai Rajasingh Varma, Pramila Abhaysingh and Anita Mangatram Rana claiming to have interest in the said property. We had therefore issued Public Notice in the issue of Free Press Journal (English) dated 27th



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दस्तावेज क्रमांक. ११८४८/२०१६
१० / १०८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Continuation Sheet

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

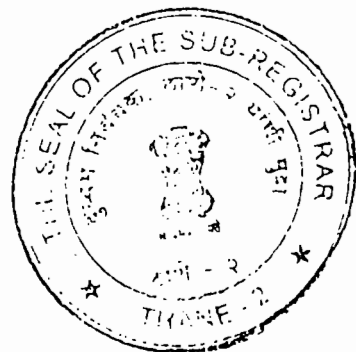
7. Similarly you have received certain objections from certain cultivators claiming to be the cultivators. You have settled with all the alleged 33 cultivators and entered into Agreements with each of them whereby they have declared themselves that they are not the cultivators. They have filed a Suit 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	1	



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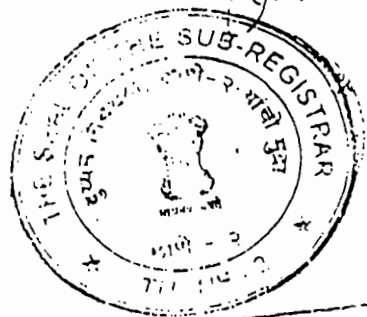
ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

9.

Continuation.

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	



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Continuation

ANNEXURE D: TITLE CERTIFICATE

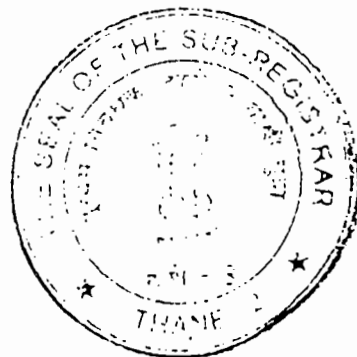
TILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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Continuation Sheet

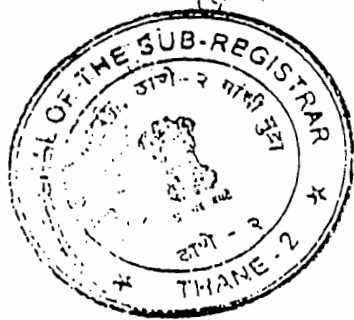
Survey No.	Hissa No.	Area in Sq. Mtrs.
35	3	
35	4	
35	5	
35	6	
35	7	
35	8	
	Total	11150
36	1	
36	2	
36	3	
36	4	
36	5	
36	6	
36	7	
	Total	10850
37	1	
37	2	
37	3	
37	4	
37	5pt	
37	6	
37	7pt	
37	9pt	
	Total	20210
38	1pt	
38	2	
	Total	3440
41	1	
41	2	
41	3	
41	4	
41	5	
41	6	
41	7	
41	8	
41	9	
	Total	29390

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 दस्त क्रमांक. ११२२०० / २०१६
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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



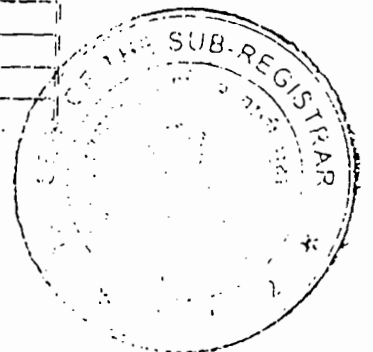
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 दस्त क्रमांक. ११२२६८
 २४ / १७८

ANNEXURE D: TITLE CERTIFICATE

KANITILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Survey No.	Hissa No.	Area in Sq. Mtrs.
46	1pt	
46	2	
46	3pt	
46	4pt	
46	5pt	
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	

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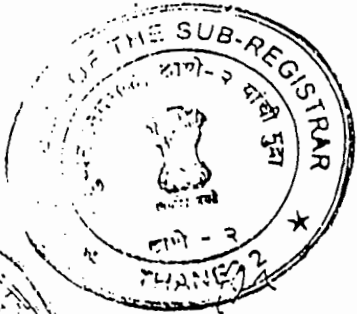
ANNEXURE D: TITLE CERTIFICATE

SITILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtra.
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	



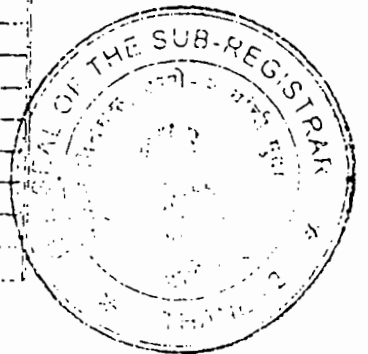
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दस्त क्रमांक. २७९९९ / २०१६
९६ / १०८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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	19580
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

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ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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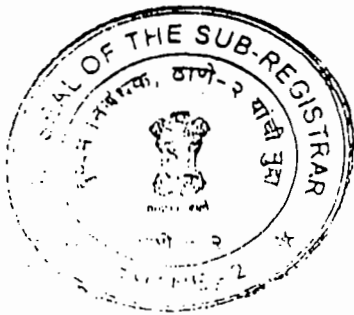
Continuation Sheet

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

J. G. Underkat

Proprietor



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दस्त क्रमांक. ११ २०१२/२०१३
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Continuation Sheet

ANNEXURE D: TITLE CERTIFICATE

ANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

G. Underkat

UNADKAT TERRACE, 1ST FLOOR,
27, ANJU SHOPPING CENTRE,
TILAK ROAD, SANTACRUZ (W),
MUMBAI 400 054.
TEL: 2605 2458 / 2605 2460
FAX: 2603 4300
E-mail: antilal_underkat@rediffmail.com

of No. _____ FURTHER TITLE CERTIFICATE

Date _____

KGU/NCB-117/ 4(65) /2006

19th July, 2008

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.

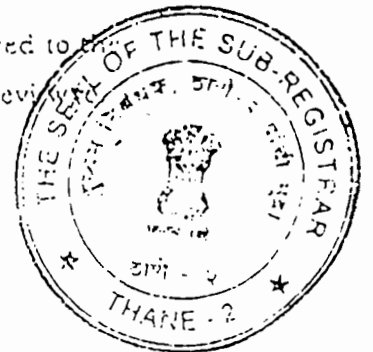
1. In the above matter we had issued our Title Certificate dated 10th July, 2006 bearing Ref No.KGU/NCB-117/480/2006

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

Or



FORT OFFICE

24, JANABABOYI MARG, 1ST FLOOR, FORT, MUMBAI - 400 002

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Dr. Pooja

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

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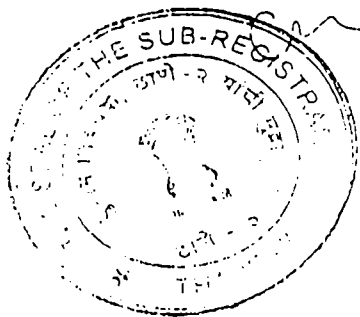
Karam Singh, Saugita devi W/o. Shri Jasvinder Singh, Yaspal Sing, Kartipal Singh, Parvatibai Rajasingh Varma, Pramila Abheysingh and Anita Mangatram Rana . You have informed us that you had filed Suit against them being Special Suit No.204 of 2006 in the Court of Civil Judge (S.D.) Thane at Thane. You have also informed us that the same is decreed with cost by an Order dated 31st 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	



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ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

7

Continuation Sheet

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. Sushila Mahavirsingh Bhardwaj, sarita Devi w/o. Karam Singh, Sangita devi W/o. Shri Jasvinder Singh, Yaspal Sing, Kirtipal Singh, Parvatibai Rajasingh Varma, Pramila Abhaysingh and Anita Mangatram Rama claiming to have interest in the said property. We had therefore issued Public Notice in the issue of Free Press Journal (English) dated 27th



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दस्ता क्रमांक. ११८४८/२०१६
१० / १७८

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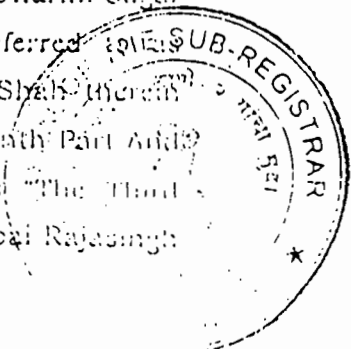
ANNEXURE D: TITLE CERTIFICATE

L. UNDEKAT & CO.
SOLICITORS

6

Continuation Sheet

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 Transeon Properties Private Limited, therein referred to as "Transeon" 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. Vishinkumari 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, (5) 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 Kausai 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



TNN-5	
दाता काताका १९८८/२०१६	
१२	१०८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT. & CO.
ADVOCATES & SOLICITORS

Continuation Sheet

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	11450
20	1	
20	2	
20	3	
20	4	
	Total	6680
22	NIL	2350
35	1	
35	2	
35	3	
35	4	
35	5	



दस्तावेज - २
 दस्तावेज क्र. ११२५८८ / २०१६
 १०५ / १०८

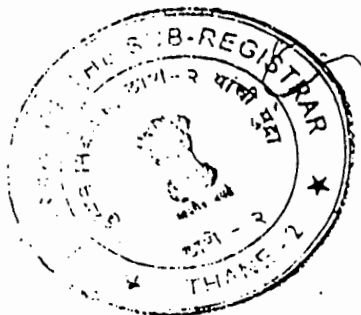
KANTILAL UNDERKAT & CO. ADVOCATES & SOLICITORS

ANNEXURE D: TITLE CERTIFICATE

HANTHAL UNDERKAT & CO.
 10, BARKATA ROAD, CALCUTTA

Continuation

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	



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 १२ १०८

Continuation

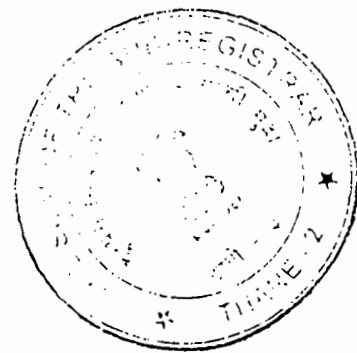
ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Continuation Sheet

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	

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 १०३ / १०८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Continuation Sheet

Survey No.	Hissa No.	Area in Sq. Mtrn.
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	



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दस्ता क्रमांक 99288
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ANNEXURE D: TITLE CERTIFICATE

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KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

7

Continuation Sheet

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	

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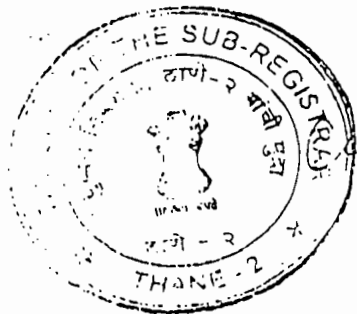
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दस्ता क्रमांक. ११२५२	२०२५
१२५	/ ३०८

ANNEXURE D: TITLE CERTIFICATE

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

Continua

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	



दस्तावेज - १
दस्ता क्रमांक. ११२२२ / १०८
१०८ - १०८

ANNEXURE D: TITLE CERTIFICATE

Continuation

KANTILAL UNDERKAT & CO.
ADVOCATES & SOLICITORS

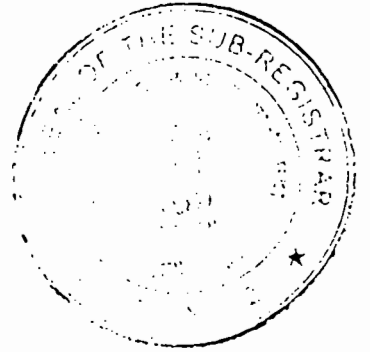
9

Continuation Sheet

Survey No.	Hissu No.	Area in Sq. Mtrs.
424A	3	
424A	4	
424A	C	
(424)	Total	26670
383		24410
	Grant Total	515280
Less Area under Reservation		46000
Not Area available for Development		469000

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

K. G. Underkat
Proprietor



FOR FURTHER DETAILS REFER TO THE TITLE CERTIFICATE (Page 12 of 12) (Page 12 of 12)

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कता क्रमांक ११	१३०९६
१०७	१०७

L. D. BHADE

M Com. (Hons.) L.L.B. (Advocate)

Kalyan:-

Sitavallabh Society, 1st Floor,
Near Wel-Come Hotel,
Shreeji Chowk, Kalyan (W) 421 301.
Ph: 0251 - 2211397 Tele-Fax : 0251 - 2204717

Thane:-

306, Tulsishya
Teenhat Naka,
Above Punjab
Thane (W) 400

File No. S 2 2 1 0

TITLE CERTIFICATE

Date 16.

TO WHOMSOEVER IT MAY CONCERN

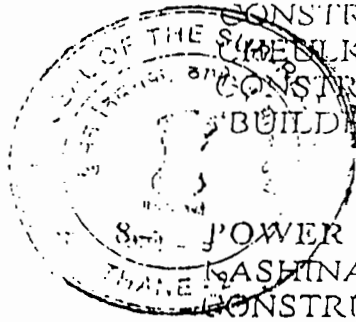
CHINTAMAN KASHINATH BHOIR & OWNERS
OTHERS

TO

KAPSTONE CONSTRUCTION BUILDER/
PVT LTD DEVELOPERS

READ :

1. EXTRACT OF 7/12.
2. MUTATION ENTRIES.
3. ORDER issued by Competent Authority ULHASNAGAR URBAN AGGLOMERATION THANE under their No. ULC /TA/TENANCY NO.1/MAJIWADE/SR-31 dated 19.12.2005.
4. COPY OF RELEASE DEED dated 06.06.2004, between Smt. Sakhubai Ravji Patil as "RELEASOR" and Chintaman kashinath Bhoir & Others as "RELEASEE" (TNN 2/8995 dated 05.11.2004).
7. AGREEMENT FOR SALE, dated 21.12.2006 executed between SHRI CHINTAMANI KASHINATH BHOIR & OTHERS as "VENDORS" and M/S. TABISH CONSTRUCTION through its proprietor SHOIB BASHIR SURESHKAR as "CONFIRMING PARTY" and KAPSTONE CONSTRUCTIONS PVT LTD as "BUILDERS/DEVELOPERS". (TNN-1 / SR. NO. 662/2007)
8. POWER OF ATTORNEY executed by SHRI CHINTAMANI KASHINATH BHOIR & OTHERS in favour of KAPSTONE CONSTRUCTIONS PVT LTD, which is duly Authenticated before S.R.O Thane -1 under No.97/2007.



SEARCH REPORT :

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१०८	१०८	

Thane:-
306, Tulsishyam
Teerhat Naka,
Above Punjab &
Thane (W) 400 604

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C.D. BHIDE

M Com. (Hons.) L.L.B. (Advocate)

Thane:-
306, Tulsishyam CHS.,
Teerhat Naka,
Above Punjab & Sindh Bank,
Thane (W) 400 604.

Date: 16.11

Office:-
Bh Society, 1st Floor,
Come Hotel,
Chowk, Kalyan (W) 421 301.
2211393 Tele-Fax : 0251 - 2204717

Date: _____

VERS

IN this matter, the necessary searches have been taken by Adv. R D. Dhayarkar, at the office of Sub-Registrar of Assurances, Thane and the search report does not reveal any entry, which may come in the category of encumbrances over the property described in the SCHEDULE hereunder written.

DER/
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IT appears that, the property in question was belonging to one RAMRAO PANDURANG NAIK.

IT appears from Mutation entry No.497 that the said RAMRAO PANDURANG NAIK sold the property in question unto SHRI KASHINATH DAMA BHOIR vide Deed of Conveyance dated 08.03.1943 and the said SHRI KASHINATH DAMA BHOIR mutated his name in the revenue and other records.

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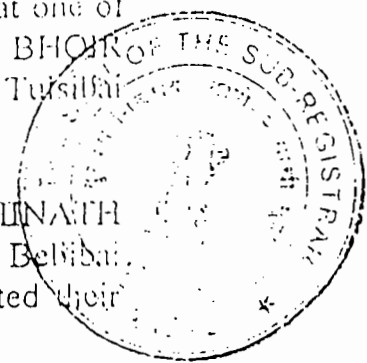
SHRI KASHINATH DAMA BHOIR, died intestate, Leaving behind him POSHIBAI KASHINATH BHOIR AND OTHERS as the Legal heirs and who started enjoying the said property as Co-Owner thereof.

Smt.
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FURTHER POSHIBAI KASHINATH BHOIR died intestate on 4.01.1986 leaving behind her SHRI. CHINTAMAN KASHINATH BHOIR & OTHERS as the legal heirs, who mutated their names in the revenue and other records vide mutation entry No.1983.

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Further it appears from the mutation entry No.1984 that one of the co-owner SHRI HARISHCHANDRA KASHINATH BHOIR died intestate on 15.07.1985 leaving behind him Tulsishyam Harishchandra Bhoir and Others as the legal heirs.



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ONE of the CO-OWNER CHANDRAKANT KASHINATH BHOIR died intestate on 05.05.91 leaving behind him Belibai Chandrakant Bhoir and others as the legal heirs, who mutated their name vide mutation entry no. 2089.

SMT. SAKHUBAI RAVJI PATIL, one of the co-owner released her undivided right, Title and/or interest in favour of Chintaman Kashinath Bhoir and others, and therefore her name was deleted vide mutation entry no. 2437.

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दस्ता क्रमांक. ११ / २०१६
१०९ / १०९

C. D. BHIDE

M.Com. (Hons.) L.L.B. (Advocate)

Kalyan:-

Pravallabh Society, 1st Floor,
Near Wel-Com Hotel,
Shrawji Chowk, Kalyan (W) - 421 301.
Ph : 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane:-

306, Tulsishyan
Teenhat Naka,
Above Punjab
Thane (W) 400

File No. _____

Date : _____

By an Agreement for sale dated 21.12.2006 the said SHRI. CHINTAMAN KASHINATH BHOIR AND OTHERS agreed to sell the property in question unto KAPSTONE CONSTRUCTIONS PVT LTD the BUILDERS/DEVELOPERS herein and the said Agreement for sale is duly registered at the office of S.R.O. Thane -1 under their number 662/2007.

SHRI. CHINTAMAN KASHINATH BHOIR AND OTHERS have also granted the requisite Power of Attorney unto the BUILDER / DEVELOPER in respect of the property in question for the purpose of development.


ON perusal of the above referred documents and on the basis of the searches taken at the office of Sub-registrar of Assurances, THANE by Adv. R. D. Dhayarkar, I hereby certify that the title of the "OWNERS" to the property in question is clear, marketable, free from reasonable doubts and encumbrances, and KAPSTONE CONSTRUCTIONS PVT LTD has sufficient rights to commence, carry out and complete the development on the said property described in the SCHEDULE hereunder written.

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND lying and situated at Village Majiwde, Tal. And Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, within registration District and sub-registration district Thane bearing :

S. No.	H. No.	Area H-R-P	Assessment Rs. Ps
	2	0-40-0	3.19

Together with all easementary rights etc.,


C. D. BHIDE.
(Advocate)

ट व ल - २
११० / १०८

Thane:-

306, Tulsishyam
Teenhat Naka,
Above Punjab
Thane (W) 400

C. D. Bhide

M. Com(Hons.) LL.B. (Advocate)

THANE : 306, Tulsishyam CHS, Teen Hat Naka, Above Punjab & Sindh Bank, Thane (W.) - 400 604 Tel: 022 - 25026018

KALYAN : Sitavallabh Society, 1st Floor, Near Wel-come Hotel, Shilwaji Chowk, Kalyan (W) - 421 301. Tel: 0251 - 2211393
Telfax : (0251) 2204717 Email : cdbhide@gmail.com

Date :

Date: 31.05.2012

aid SHRI.
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TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

OTHERS
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CHINTAMAN KASHINATH BHOIR & OWNERS
OTHERS

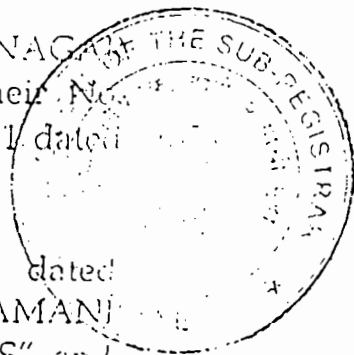
TO

M/S. KAPSTONE CONSTRUCTION BUILDER/
PVT LTD DEVELOPERS

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I have perused the copies of following documents :

1. EXTRACTS OF 7/12.
2. MUTATION ENTRIES.
3. Deed of Conveyance dated 03.05.1941 executed between SHRI. HARISHCHANDRA DHARMA BHOIR as "OWNER/VENDOR" and SMT. POSHIBAI KASHINATH BHOIR as "PURCHASER".
(THANE / SR. NO.223/1941 dated 6.05.1941)
3. ORDER issued by Competent Authority ULHASNAGAR OF THE SUB-REGISTRAR URBAN AGGLOMERATION THANE under their No. 191/2005/ULC / TA /TENANCY NO.1/MAJWADE/SR-31 dated 19.12.2005.
4. NOTARIZED DEVELOPMENT AGREEMENT, dated 02.05.2005 executed between SHRI CHINTAMAN KASHINATH BHOIR & OTHERS as "VENDORS" and M/S. TABISH CONSTRUCTION through its proprietor SHOH BASHIR CHEULKAR "BUILDERS/DEVELOPERS".
(UN-2 / SR. NO. 4546/2008, dated 15.05.2008)
5. NOTARIZED POWER OF ATTORNEY executed by SHRI CHINTAMAN KASHINATH BHOIR & OTHERS in favour of proprietor of M/S. TABISH CONSTRUCTION.



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THANE : 308, Poshibai W. O. S., Teen Hat Naka, Above Punjab & Sindh Bank, Thane (W.) - 400 604. Tel. : 022-
KALYAN : Shivabh Society, 1st Floor, Near Wel-come Hotel, Shiwaji Chowk, Kalyan (W) - 421 301. Tel.: 0251-
Tel/fax : (0251) 2204717 Email : cdbhide@gmail.com

Date : _____ HAN
ALYAN

6. RELEASE DEED dated 06.06.2004, between Smt. Sakhubai Ravji Patil as "RELEASOR" and Chintaman Kashinath Bhoir & Others as "RELEASEE" (TNN 2/8995 dated 05.11.2004).

7. DEVELOPMENT AGREEMENT, dated 15.05.2008 executed between SHRI CHINTAMANI KASHINATH BHOIR & OTHERS as "VENDORS" and M/S. TABISH CONSTRUCTION through its proprietor SHOIB DASHIR CHEULKAR as "CONFIRMING PARTY" and M/S. KAPSTONE CONSTRUCTIONS PVT LTD as "BUILDERS/DEVELOPERS".

(TNN-2 / 4546/2008, dated 15.05.2008)

8. POWER OF ATTORNEY executed by SHRI CHINTAMANI KASHINATH BHOIR & OTHERS in favour of Directors of M/S. KAPSTONE CONSTRUCTIONS PVT LTD.

9. SEARCH REPORT :

IN this matter, the necessary searches has been taken by Adv. R. D. Dhayarkar, at the office of Sub-Registrar of Assurances, Thane and the search report does not reveal any entry, which may come in the category of encumbrances over the property described in the SCHEDULE hereunder written.

It appears that, the property in question was belonging to one POSHIBAI KASHINATH BHOIR .

The said POSHIBAI KASHINATH BHOIR, purchased the said property from SHRI. HARISHCHANDRA DHARMA BHOIR, vide Deed of Conveyance dated 03.05.1941.

The said Deed of Conveyance is duly registered at the Office of Sub-Registrar of Assurances, Thane under No.223 of 1941.

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24. Tel.: 022-

71. Tel.: 0251

C. D. Bhide

M. Com(Hons.) LL.B. (Advocate)

Office : ANE : 306, Tulsishyam CHS, Teen Hat Naka, Above Punjab & Sindh Bank, Thane (W.) - 400 604. Tel.: 022 - 25026010

Office : KALYAN : Silavallabh Society, 1st Floor, Near Wel-come Hotel, Shiwaji Chowk, Kalyan (W) - 421 301. Tel.: 0251 - 2211393
Telfax : (0251) 2204717 Email : cdbhide@gmail.com

Date: _____

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ON the basis of the said Conveyance the said POSHIBAI KASHINATH BHOIR, mutated her name in the revenue and other records vide Mutation Entry No. 1553 and started enjoying the said property as absolute Owner thereof.

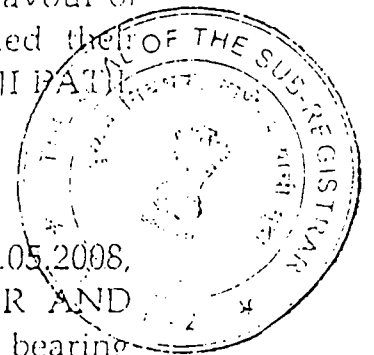
POSHIBAI KASHINATH BHOIR died intestate on 4.01.1986 leaving behind her SHRI. CHINTAMAN KASHINATH BHOIR & OTHERS as the legal heirs, who mutated their names in the revenue and other records vide mutation entry No.1983.

Further it appears from the mutation entry No.1984 that one of the co-owner HARISHCHANDRA KASHINATH BHOIR died intestate on 15.07.1985 leaving behind him Tulsibai Harishchandra Bhoir and Others as the legal heirs.

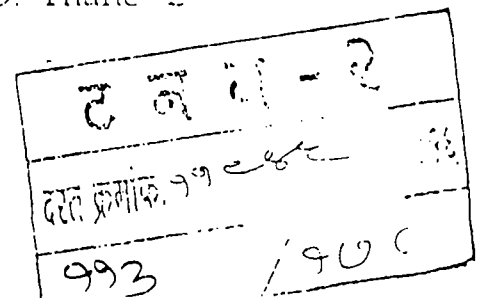
ONE of the CO-OWNER CHANDRAKANT KASHINATH BHOIR died intestate on 05.05.91 leaving behind him Bebibai Chandrakant Bhoir and others as the legal heirs who mutated their names, vide mutation entry no. 2089.

SMT. SAKHUBAI RAVJI PATIL, one of the co-owner released her undivided right, Title and/or interest in favour of Chintaman Kashinath Bhoir and others, who mutated their name and deleted the name of SMT. SAKHUBAI RAVJI PATIL vide mutation entry no. 2437.

FURTHER by Development Agreement dated 15.05.2008, the said SHRI. CHINTAMAN KASHINATH BHOIR AND OTHERS sold the development rights of the property bearing Survey No.30, Hissa No. 3 area admeasuring about 4280 Sq. mtrs, unto M/S. KAPSTONE CONSTRUCTIONS PVT LTD the BUILDERS/DEVELOPERS herein and the said Development Agreement is duly registered at the office of S.R.O. Thane -2 under their number 4546/2008 dated 15.05.2008.



Handwritten signature



vi. Com(Hons.) LL.B. (Advocate)

THANE : 336, Tulsihiyam CHS, Teen Hat Naka, Above Punjab & Sindh Bank, Thane (W.) - 400 604. Tel. : 022-

KALYAN : Shivabh Society, 1st Floor, Near Wel-come Hotel, Shivaji Chowk, Kalyan (W) - 421 301. Tel.: 0251-
Telifax : (0251) 2204717 Email : cdbhide@gmail.com

Date : _____

SHRI. CHINTAMAN KASHINATH BHOIR AND OTHERS have also granted the requisite Power of Attorney unto the BUILDER / DEVELOPER in respect of the aforesaid property for the purpose of development.

IT further appears that there is one Miscellaneous Application No. 168/2008 is pending before Civil Judge (J.D.) at Thane for restoration of Suit No. 308/1988 which was withdrawn at the instance of M/S. SHREE SAINATH ENTERPRISES AND OTHERS i.e Plaintiff itself .

I therefore certify that subject to what is stated hereinabove the title of the "OWNERS" to the property in question is clear, marketable, free from reasonable doubts and encumbrances, and M/S. KAPSTONE CONSTRUCTIONS PVT LTD has sufficient rights to develop the said property described in the SCHEDULE hereunder written

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND lying and situated at Village Majiwde, Tal. And Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, within registration District and sub-registration district Thane bearing . . .

S. No.	H. No.	Area	Assessment
		H - R - P	Rs. Ps
		0 - 42 - 8	3. 44



(C. D. BHIDE)
Advocate

ट न ल - २
रत क्रमांक ११२९५
११५ / १७८

604. Tel.: 0

301. Tel.: 02

Date: _____

SEEMA PADHYE
B.COM.L.L.B.

Mob. 09967914638

ADVOCATE BOMBAY HIGH COURT

203, Pandurang Niwas,
Vishnunagar, Naupada,
Thane (W).

Ref. _____

Date : 23/10/2009

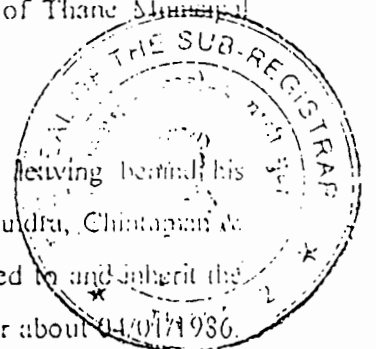
TITLE CERTIFICATE

Property Ref:- All that piece and parcel of plot of land, bearing Survey No. 327 Hissa No. 1 admeasuring 1010 sq.mts., Survey No. 328 Hissa No. 1 admeasuring 200 sq.mts. and Survey No. 328 Hissa No. 2 admeasuring 280 sq.mts. thus in aggregate admeasuring 1490 sq.mts., lying, being and situated at Village Majiwade, Thane, Taluka and District Thane, Registration District and Sub-Registration District of Thane and within the limits of Thane Municipal Corporation.

On behalf of M/S. KAPSTONE CONSTRUCTIONS PVT. LTD., through its Director MR. BOMAN R. IRANI, I have investigated the title of the property above referred to :-

At the relevant time Shri Kashinath Dama Bhoir (hereinafter referred to as Said Kashinath) was the absolute Owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the land bearing Survey No. 327 Hissa No.1 admeasuring 1010 sq.mts, Survey No.328, Hissa No.1 admeasuring 200 sq.mts. and Survey No.328 Hissa No.2 admeasuring 280 sq.mts. thus in aggregate admeasuring 1490 sq.mts. situated at - Village Majiwade, Tal. & Dist. Thane, Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the 'said Land').

The Said Kashinath died intestate on or about 20/11/1976 leaving behind his widow Smt.Poshibai Kashinath Bhoir and three sons viz. Harish Chaudha, Chintapan and Chandrakant and one married daughter Sakhubai Ravji Patil to succeed to and inherit the Said Land. Smt. Poshibai, widow of Said Kashinath died intestate on or about 04/07/1986.



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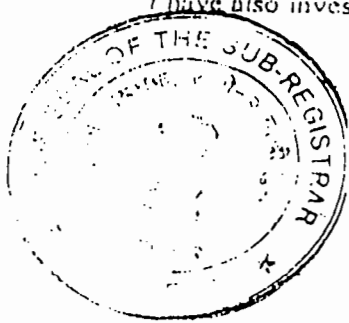
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... Chintaman Bhoir Smt. Ranjana Ramesh Madhvi, Smt. Chandr
Devram Bhoir, Smt. Saraswati Chintaman Bhoir, Smt. Kamal Sadashiv Mhatre,
Damayanti Chintaman Bhoir, Smt. Rekha Chintaman Bhoir, Shri Yogesh Chintaman
are the family members of Mr. Chintaman, Harischandra, one of the sons of
Kashinath died intestate on or about 15/07/1985. Smt. Sakhubai Ravji Patil, the ma
daughter of Said Kashinath made and executed a Release Deed dtd. 05/11/2004 regis
at Sr. No. 8995/2004 in the office of Sub-Registrar, Thane and thereby she rele
relinquished, surrendered and gave her share, right, title, claim and interest in the
land in favour of Mr. Chintaman Kashinath Bhoir, Smt. Bebibai Chandrakant Bhoir
Mr. Dilip Harishchandra Bhoir.

I have gone through the Deed of Conveyance dated 15th May 2008 lodged
registration under No. TNN2-04548-2008 dated 15.05.2008 (hereinafter referred to
'said Deed of Conveyance') between Shri Chintaman Kashinath Bhoir, Smt. Manik
Chintaman Bhoir Smt. Ranjana Ramesh Madhvi, Smt. Chandrabhaga Devram Bhoir, Smt.
Saraswati Chintaman Bhoir alias Smt. Sumita Ranjan Keni, Smt. Kamal Sadashiv Mhatre
Smt. Damayanti Chintaman Bhoir, Smt. Rekha Chintaman Bhoir, Shri Yogesh Chintaman
Bhoir, Smt. Lakshmi Bai Alias Tulsibai Harishchandra Bhoir, Shri Dilip Harishchandra Bhoir,
Shri Purushottam Harishchandra Bhoir, Shri Dashrath Harishchandra Bhoir, Shri Deepak
Harishchandra Bhoir, Smt. Alka Yaduraj Kawale, Smt. Sulochana Sajjan Pawar, Smt.
Bibibi Chandrakant Bhoir, Smt. Yamini Chandrakant Bhoir, Smt. Trupti Chandrakant
Bhoir, Shri Kedar Chandrakant Bhoir, Shri Sachin Chandrakant Bhoir (hereinafter referred
to as the 'said Vendors') AND Smt. Sakhubai Ravji Patil (hereinafter referred to as the
'said Confirming Party') AND Kapstone Constructions Pvt. Ltd., (hereinafter referred to
as the 'said Purchasers') the said Property is transferred and conveyed in favour of M/s.
Kapstone Constructions Pvt. Ltd. The said entry is effected on records of rights as per
mutation Entry No. 2634.

I have perused 7/12 Extract in respect of the said land, which is standing in the
name of Kapstone Constructions Pvt. Ltd.

I have also investigated the mutation entries made available to me for inspection.



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दस्ता क्रमांक. ९९२४६ / २०१६
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I have gone through the Public Notice issued by Advocate Shri Ratnakar D. Rashinkar for the 'said Land' in the Daily News Paper "The Free Press Journal" dtd 4th April 2006 and in Daily News Papers "Thane Vuibhav" dtd 3rd March 2006 and invited objections from the Public if any for the said transaction.

I have gone through the Search Report of the said Land taken by Mr. Sanjay Shinde, Search Clerk, which was taken in the office of Sub-Registrar of Assurances Thane for the period of 29 years and no encumbrances/transactions are found have taken place in respect of the above Land as mentioned in the Search Report except entry of Deed of Release in the year 2004 mentioned hereinabove

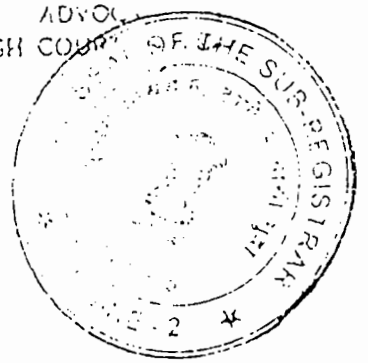
I have also checked Index II issued in favour of M/s. Kapstone Constructions Pvt. Ltd., through its Director Shri. Boman R. Irani through its Constituted Attorney Smt. Geeta Monkar dated 27.05.2008 of the said Deed of Conveyance.

I find that the title of the said M/s. Kapstone Constructions Pvt. Ltd., through its Director Shri. Boman R. Irani being the owner to the above referred property is free from the encumbrances and free from reasonable doubts and the said Owners have clear and marketable title to the above referred property.

Thane, dated on this 25th day of October, 2009.

S. Padhye
(Seema Padhye)
Advocate

Mrs. SEEMA P. PADHYE
B. Com
ADVOCATE
HIGH COURT OF THE SUB-REGISTRAR



६९६ - २
दस्तावेज क्र. ९१२५८ प्रोप.
९९६ / ९०८

KISAN D. SUKRE

B.A., LL.B.

ADVOCATE - HIGH COURT

82/101, FIRST FLOOR,
SHREE GANESH TOWERS CO-OP. HSG. S.
NEAR GAONDEVI BUS STOP, THANE (W.)
PHONE: 2538 3204 E-mail: kisan_sukre

Description of the Property :-

ALL THAT piece and parcel of land admeasuring 1122.1 Sq. Meters, lying being and situated at Survey No. 21/1 situated at Village Majiwade, Taluka and District Thane within the limits of Thane Municipal Corporation and within the registration sub-district and registration District Thane, bounded as under :-

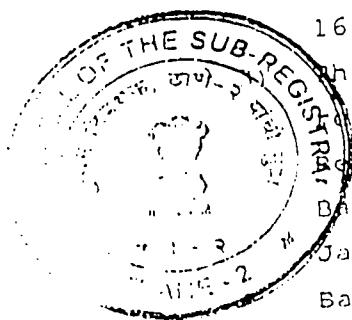
Bound towards East : Survey No. 386 Part
Bound towards West : Remaining land of S. No. 21/1
Bound towards South : Survey No. 20/2
Bound towards North : Remaining land of S. No. 21/1 & 30 M. HCMTR Line

hereinafter referred to as 'The Said Property')

As per instructions of my clients M/s. Kapst Constructions Pvt. Ltd., Having Office at : Guregovind Industrial Estate, Goregaon (East), Mumbai have investigated title of the said property. During course of investigation I had an occasion to inspect following documents :

- 1) The Village Form 7/12 Extract.
- 2) The Village Form No. 6, Mutation entry Nos. 1670, 1937, 2277, 2278.

The Development Agreement registered on 13/03/2003 registered under serial No. 1649/2003 with Registrar, Thane-1 executed between Shri. Kis Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. An Janardan Mukadam, Smt. Devkibai Krishna Bhoir, S Baliram Atmaram Bhoir and Shri. Mangalprasad Guramji Joshi.



ट. नं. २
दस्तावेज क्र. १२३४ / २०१३
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KISAN D. SUKRE

B.A., LL.B.

ADVOCATE - HIGH COURT

B2/101, FIRST FLOOR,

SHREE GANESH TOWERS CO-OP. HSG. SOC. LTD

NEAR GAONDEVI BUS STOP, THANE (W) 400 602

PHONE : 2538 3204 E-mail: kisan_sukre@yahoo.com

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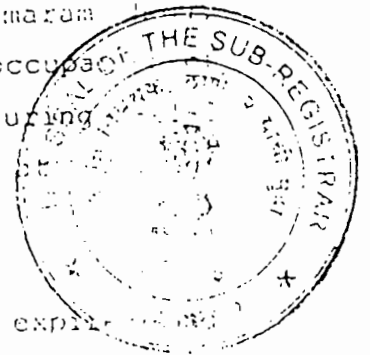
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- 4) The Power of Attorney executed by Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibai Krishna Bhoir, Shri. Baliram Atmaram Bhoir in favour of Shri. Mangalprabhat Gumanmal Lodha.
- 5) The Agreement (Exchange of Development Right) dated 28/03/2006, registered on 25/05/2006, registered under serial No. 4134/2006 with Sub-Registrar, Thane-2, executed between Mr. Ashok Udayasinh Wane and M/s. Kapstone Construction Pvt. Ltd. and Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir, Smt. Anjali Janardan Mukadam, Smt. Devkibai Krishna Bhoir, Shri. Baliram Atmaram Bhoir and Mr. Mangalprabhat Gumanmal Lodha.
- 6) The Power of Attorney dated 25/05/2006 executed by Mr. Mangalprabhat Gumanmal Lodha in favour of M/s. Kapstone Construction Pvt. Ltd.
- 7) The certificate issued by Adv. Pradip Gajjar in respect of Land situated at Survey No. 21/1, Thane area admeasuring 0.61.2.

After perusal of the above mentioned documents and after considering the representations made in the concerned documents by the concerned persons, I express my opinion about the title of the said property as under :-

- 1) It revealed that, Shri. Babu Narayan Bhoir, Shri. Krishna Narayan Bhoir & Shri. Baliram Atmaram were joint owners and in possession and occupation of the land bearing Survey No. 21/1, admeasuring (H-R-P), lying being and situated at Majiwade, Taluka and District Thane.
- 2) The said Shri. Babu Narayan Bhoir is expired after his demise Shri. Kishore Babu Bhoir, Smt. Hausa Babu Bhoir & Smt. Anjali Janardan Mukadam are the legal heirs Shri. Babu Narayan Bhoir. Shri. Krishna Narayan Bhoir is also expired and after his demise



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KISAN D. SUKRE

B.A., LL.B.

ADVOCATE - HIGH COURT

B2/101, FIRST FLOOR,

SHREE GANESH TOWERS CO-OP. HSG

NEAR GAONDEVI BUS STOP, THANE (W)

PHONE : 2538 3204 E-mail : kisan_sukre

Shri. Kishan D. Sukre is the legal heir of the late Shri. Kishan D. Sukre.

Shri. Kishan D. Sukre, Smt. Kausa Babu Bhoir, Smt. Anandji Jambhavan Mukadam, Smt. Devkibai Krishna Bhoir, Smt. Liram Atmaran Bhoir, are the legal heirs in respect of land bearing Survey No. 21/1, measuring 1120.15 sq. Meters, lying being and situated at Village Givase, Taluka and District Thane.

Shri. Kishan D. Sukre, Smt. Kausa Babu Bhoir, Smt. Anandji Jambhavan Mukadam, Smt. Devkibai Krishna Bhoir, Smt. Liram Atmaran Bhoir being owners and Shri. Kishan D. Sukre being Developer, the said owners have granted the development rights in respect of the said land bearing Survey No. 21/1, measuring 1120.15 sq. Meters, lying being and situated at Village Givase, Taluka and District Thane, along with other lands. The said owners have also executed the deed of Attorney in favour of the Developer Shri. Kishan D. Sukre.

Shri. Kishan D. Sukre, Smt. Kausa Babu Bhoir, Smt. Anandji Jambhavan Mukadam, Smt. Devkibai Krishna Bhoir, Smt. Liram Atmaran Bhoir, being owners and Shri. Kishan D. Sukre being Developer, the said owners have granted the development rights in respect of the said land bearing Survey No. 21/1, measuring 1120.15 sq. Meters, lying being and situated at Village Givase, Taluka and District Thane, from Mr. Kishan D. Sukre being Developer and Shri. Kishan D. Sukre being Attorney holder of Owners i. e. Shri. Kishan D. Sukre, Smt. Kausa Babu Bhoir, Smt. Anandji Jambhavan Mukadam, Smt. Devkibai Krishna Bhoir, Smt. Liram Atmaran Bhoir.



दस्तावेज क्रमांक ११
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CO-OP. HSG. SOC.
P. THANE (W)
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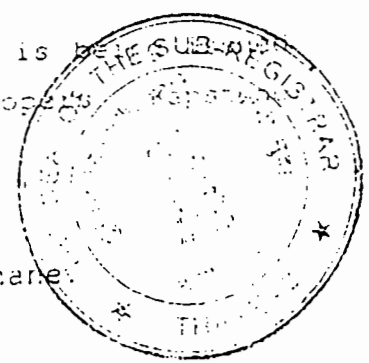
KISAN D. SUKRE
B.A., LL.B.

ADVOCATE - HIGH COURT

82/101, FIRST FLOOR,
SHREE GANESH TOWERS CO-OP. HSG. SOC. LTD.,
NEAR GAONDEVI BUS STOP, THANE (W) 400 602.
PHONE : 2538 3204 E-mail : kisan_sukre@yahoo.co.in

- 6) I have also caused a search to be taken through Akshar Consultancy in respect of the said property for 30 years from 1981 to 2010, in the records available in the office of Sub-Registrar, Thane. In the said Search Report I did not find any adverse entries for a period of 30 years preceding the date of Search.
- 7) In view to the above stated circumstances in my opinion the title of the present owners upon the said property appears to be clear, marketable and free from all encumbrances. In my opinion, the said Developers Kapstone Constructions Pvt. Ltd., have been lawfully appointed as the developers of the said property in terms of the said Agreements and Power of Attorney subject to the conditions stipulated therein.
- 8) In view to the above stated circumstances, and subject to necessary permissions from statutory authorities, I hereby certify that, Kapstone Constructions Pvt. Ltd., has acquired development rights in respect of Land admeasuring 1110.15 Sq. Meters, lying being and situated at Survey No. 2111, situated at Village Majiwade, Taluka and District Thane and said property is clear and marketable.
- 9) Hence, this Title Certificate, which is being issued at the request of the developers, Kapstone Constructions Pvt. Ltd.

Dated this 26th day of February 2011 at Thane.



[Handwritten Signature]

Kisan D. SUKRE Advocate	८०८१-२
दस्तावेज सं. ११२०८८	१२०१६
१२१	१०८

Kalyan:-

Sitavallabh Society, 1st Floor,
Near Wel-Come Hotel,
Shivaji Chowk, Kalyan (W) 421 301.
Ph. : 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane :-

306, Tulsishyam CHS
Teenhat Naka,
Above Punjab & Sindh
Thane (W) 400 604.

File No.:-

Date :- 01.03.11

TITLE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

KAPSTONE CONSTRUCTION PVT. LTD

A Company incorporated under the Indian
Companies Act 1956.

OWNERS / BUILDERS/
DEVELOPERS

READ :

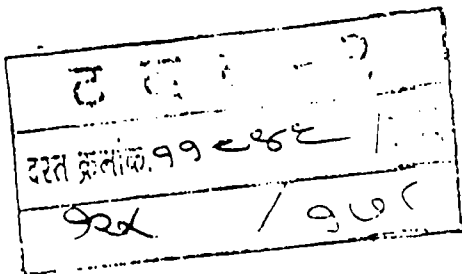
1. EXTRACT of 7/12.
2. MUTATION ENTRIES.
3. ORDER under Urban land Ceiling Appeal No.35 of 8.
4. RELEASE DEED dated 07.05.2010 executed by and between SMT. ANUSAYA BHALCHANDRA VAITY & 5 OTHERS as "RELEASOR" and SHRI. PUNDALIK SHINU VAITY & SHRI. BHARAT SHINU VAITY as "RELESEE".
5. AGREEMENT FOR SALE dated 16.08.2010, between SHRI PUNDALIK SHINU VAITY (PATIL) & OTHERS as "VENDORS" and SHRI. PURUSHOTTAM HARISHCHANDRA BHOIR & OTHERS as "PURCHASERS".

(TNN 5/8910 dated 16.08.2010)

6. PUBLIC NOTICE given by Advocate C.D.BHIDE in "LOKSATTA" Dated 15.05.2010 & "FREE PRESS JOURNAL " dated 19.05.2010.
7. DEED OF CONVEYANCE dated 08.10.2010, between SHRI PUNDALIK SHINU VAITY (PATIL) & OTHERS as "VENDORS" and KAPSTONE CONSTRUCTIONS PVT. LTD., PURCHASER and SHRI. PURUSHOTTAM HARISHCHANDRA BHOIR & OTHERS as "CONFIRMING

(TNN 2/11543 dated 08.10.2010).

8. SEARCH REPORT :



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C.D. BHIDE

M.Com.(Hons.) L.L.B.(Advocate)

03 Kalyan:-

Shivallabh Society, 1st Floor,
Near Wel-Come Hotel,
Shivaji Chowk, Kalyan (W) 421 301.
Ph. : 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane :-

306, Tulsi Shyam CHS:
Teenhat Naka,
Above Punjab & Sindh Bank,
Thane (W) 400 604.

File No.:-

Date :- _____

RS/

IN this matter, the necessary search has been taken by Adv. Ramhari D Dhyarkar, at the office of Sub-Registrar of Assurances, Thane and the search report does not reveal any entry, which may come in the category of encumbrances.

THE property in question was the ancestral property of SMT SAGUNA SHINU VAITY.

SMT SAGUNA SHINU VAITY, had filled the necessary return under provision of Urban Land & Ceiling Act, 1976, and being aggrieved by the decision of the Competent Authority, further filled appeal to the Competent Authority bearing No.35. The Appelant Authority passed the necessary order on 30.04.1983, stating that the entire property including the property bearing Survey No.14, Hissa No.1 is "RETAINED" by the Owners and there is no surplus, vacant land.

THE said SMT SAGUNA SHINU VAITY, died intestate on 17.11.2008 leaving behind her SHRI. PUNDALIK SHINU VAITY & OTHERS as the legal heirs.

ONE of the CO-OWNER, SHRI. JAYRAM SHINU VAITY, died intestate leaving behind him KAMAL JAYRAM VAITY & 4 OTHERS as the legal heirs.

ONE of the CO-OWNER SHRI. MAHENDRA SHINU VAITY died intestate as Bachelor, leaving behind him SHRI. PUNDALIK SHINU VAITY & OTHERS as the legal heirs.

BY a Release Deed dated 07.05.2010, the CO-OWNERS ANUSAYA BHALCHANDRA VAITY & OTHERS relinquished and/or surrendered their undivided right, Title and/or interest of the property in question in favour of SHRI. PUNDALIK SHINU VAITY and SHRI. BHARAT SHINU VAITY.

THE said Release Deed is duly registered at the office of Sub-Registrar of Assurances, Thane-5 under their No. 5015/2010 dated 07.05.2010.

BY an Agreement for Sale dated 16.08.2010 the said SHRI PUNDALIK SHINU VAITY (PATIL) & OTHERS agreed to sell the property unto SHRI. PURUSHOTTAM HARISHCHANDRA BHOIR & OTHERS.

Handwritten signature: *CD*

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Kalyan:-

Sitavallabh Society, 1st Floor,
Near Wel-Come Hotel,
Shivaji Chowk, Kalyan (W) 421 301.
Ph. : 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane :-

306, Tulsihyam C
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Above Punjab & Sira
Thane (W) 400 604.

File No.:-

Date :-

THE said Agreement is registered at the office of Sub-Registrar of Assurances, Thane - 5, under their No.8910 / 2010, dated 16.08.2010.

IN PURSUANCE to the abovesaid Agreement For Sale, the Owners and Shri: Purushottam Harishchandra Bhoir & Shri. Manish Dilip Sawant have conveyed the said property unto KAPSTONE CONSTRUCTIONS PVT LTD., vide Deed of Conveyance dated 08.10.2010, which is duly registered at the office of Sub-registrar of Assurances, Thane-2 under No. 11543/2010 dated 08.10.2010.

OUT of the total land admeasuring about 55 R, the land admeasuring about 2670 Sq.mtrs., is under acquisition of Pipeline, Road etc, and therefore the present owners herein, have purchased the land admeasuring about 2830 Sq.mtrs vide aforesaid Conveyance.

AFTER execution and registration of the said Deed of Conveyance, the said KAPSTONE CONSTRUCTIONS PVT LTD., mutated their name in the revenue and other records vide mutation entry No. 2754 and started enjoying the said property as the absolute owner thereof.

ON perusal of the above mentioned documents and on the basis of the searches taken by Advocate Ramhari Dhyarkar, I certify that, the title of the "OWNER" to the property described in the SCHEDULE hereunder written is clear, marketable and free from reasonable doubts and encumbrances.

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND lying and situate at Village MAJIWADE, Taluka & District Thane, within the registration Dist. & Sub-Registration Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, bearing:



H. No.	Area sq.mtrs	Assessment Rs Ps
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all easementary rights etc.,

(C. D. BHIDE)
ADVOCATE

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दस्त क्रमांक ११९९	१२०९६
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N) 400 604.

Pradip Garaeh
Advocate
High Court, Bombay

G. Roz-a-Rto Apartments,
L.B.S. Road, Kharani,
Kurla (West), Mumbai - 400 070
Phone : 5600 5157

REPORT ON TITLE

M/s Mangal Prabhat Lodha (Ex Parte)
Re: Property bearing Survey No. 27 Hissa No. 1 Survey No. 20
Hissa No. 2 Survey No. 30 Hissa No. 5 Survey No. 34 Hissa
No. 1 Survey No. 34 Hissa No. 3 Survey No. 34 Hissa No. 9
admeasuring 38.7 Aar 35.5 Aar 57.9 Aar 14.2 Aar and 23.5
Aar 1.8 Aar or thereabouts respectively situate at Village
Majewade District Thane.

1. I have prepared this Report on Title in respect of the above property on the basis of the searches caused to be taken by Shri D.K. Patil, in the office of the Sub- Registrar of Assurances at Thane and the various extracts namely 7/12 extract and 6/12 extract that have been furnished to me. On perusal of the above Search Report & Extracts of Revenue Record, I observe as under.
2. As recorded in Mutation Entry No. 671 dated 11/06/1949 on the death of Narayan Dharma Bhoir on 01/09/1948 names of his legal heirs 1) Yeshwant Narayan Bhoir 2) Ramchandra Narayan Bhoir 3) Raghunath Narayan Bhoir 4) Pandurang Narayan Bhoir Inst nos 3 & 4 minors represented by the their father and natural guardian Narayan Dharma Bhoir
3. As recorded in Mutation Entry No. 1695 dated 13/03/1974 Pandurang Narayan Bhoir share in respect of the aforesaid property recorded in 7/12 extract in respect of the above property by reason of Partition taken place amongst 1) Pandurang Narayan Bhoir 2) Yeshwant Narayan Bhoir 3) Ramchandra Narayan Bhoir 4) Raghunath Narayan Bhoir and as such names of the 1) Yeshwant Narayan Bhoir 2) Ramchandra Narayan Bhoir 3) Raghunath Narayan Bhoir were deleted accordingly
4. As per Mutation Entry No. 791 the said property has been declared as a fragment
5. As per Mutation Entry No. 1640 enactment of the Weigh & Measure Act and Indian Coinage Act was recorded
6. By an Development Agreement dated 06/07/2004 between 1) Pandurang Narayan Bhoir 2) Subhdra Pandurang Bhoir 3) Ramesh Pandurang Bhoir 4) Laxmi Kishor Dharat 5) Asha Vikram Mhatre 6) Santosh Pandurang Bhoir & 7) Savita Pandurang Bhoir of the One Part and Mangal Prabhat Lodha of the Other Part and registered under no. 5286 on 06/04/2004 the said 1) Pandurang Narayan Bhoir and others granted development rights in respect of the said property to Mangal Prabhat Lodha.

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7. In terms of the Development Agreement aforesaid, while a total consideration of Rs 1,42,46,400/- has been agreed to be paid by the Mangal Prabhat Lodha to the said 1) Pandurang Narayan Bhoir and others in respect of said property, a sum of Rs 77,12,600/- has been paid.
8. By a Power of Attorney dated 06/07/2004 and registered with the office of the Sub Registrar of Assurances at Thane under Serial No 268 of 2004, the said 1) Pandurang Narayan Bhoir and others have granted unto the Mangal Prabhat Lodha for the development of the said property.
9. Advertisements in the local newspapers have not been given inviting claims from the public.
10. Under the aforesaid circumstances and subject to what is stated herein above, in my view, 1) Pandurang Narayan Bhoir and others are the present owners in respect of the said property and on obtaining formal N.A Order and permission under ULC Act, if required, Mangal Prabhat Lodha has Development rights in respect thereof.

THE SCHEDULE ABOVE REFERRED TO

Property bearing Survey No. 27 Hissa No. 1 Survey No. 28 Hissa No. 2 Survey No.30 Hissa No. 5 Survey No. 34 Hissa No. 1 Survey No. 34 Hissa No.3 Survey No. 34 Hissa No. 9 admeasuring 38.6 Aar 35.5 Aar 57.9 Aar 14.2 Aar and 23.5 Aar 1.8 Aar or thereabouts respectively situate at Village Majewade District Thane.

Dated this 31st day of January, 2007.

Pradip Garach
(Pradip-Garach)
Advocate High Court Bombay



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दस्तावेज क्र. १२४८ - १२०९
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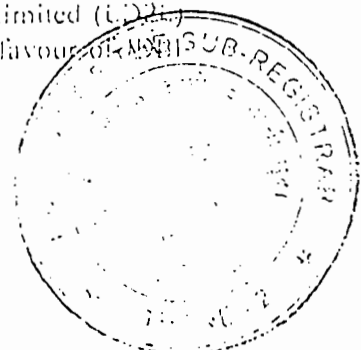
Pradip Garach
Advocate
High Court, Bombay

G. Roz-a-Riz Apartments
L U S Road, Kamiani,
Kurla (West), Mumbai - 400 070
Phone: 65005157

ADDENDA

Re : Property bearing Survey No. Survey No.30 Hissa No. 5
measuring 430.70 sq.mts. or thereabouts respectively situate
at Village Majewade District Thane.

1. This is an addendum to my Report on Title dated 31st January, 2007 for the above property.
2. I have already issued my Report on Title dated 31st January, 2007 in respect of the captioned property forming a part of the larger property (hereinafter referred to as "the said property"). Under the said report, I have inter alia certified that Pandurang Narayan Bhoir and Others are the owners of the said property who have executed and registered Development Agreement dated 06/07/2004 in favour of Shri. Mangal Prabhat Lodha for the development of the said property and handed over possession thereof.
3. Meanwhile, Mr. K.P. Mahajan, Advocate once again taken Search in respect of the said entire property in the office of Registrar at Thane for period for the year 1980 to 2009 (30 years).
4. I have now been placed with Search Report dated 19/05/2009 of Mr. K.P. Mahajan, Advocate and other documents in respect of the above property and on perusal thereof, following position emerges :-
 - a) By Declaration dated 03/10/2007 executed and registered under No. TNN2-07185 of 2007 by Shri. Mangal Prabhat Lodha inter alia declaring therein that he has released transferred and assigned to Shree Sainath Enterprises benefits and advantages of herein referred Development Agreement dated 06/07/2004 together with liabilities and obligations therein and together with benefit of permission and sanction of building plan for several properties which includes the captioned property.
 - b) By Power of Attorney dated 22/11/2007 executed by Pandurang Narayan Bhoir and Others being landowners in favour of Mangal Prabhat Lodha and another (Donees) conferring upon donees for lodging the Deed of Conveyance as and when executed by the said Owners and their execution thereof.
 - c) By Deed of Mortgage dated 18/09/2007 executed by and between Lodha Estate Private Limited and 4 Others alongwith Lodha Hi-Rise Builders Private Limited (Issuer) and Lodha Developers Private Limited (Lodha) and Mangal Prabhat Lodha and 2 Others (Promoters) in favour of M/s. SUB-REGISTRAR



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दस्त क्रमांक. ११ २००९
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Trusteeship Services Limited for the benefit of Cowtown Land Development Private Limited wherein the said property was forming a part of the mortgaged property which had been mortgaged in terms thereof

By Indenture of Release and Re-Conveyance dated 24th September, 2009 executed and registered under No. TNK2-8747 of 2009 by IDBI Trusteeship Services Limited and Cowtown Land Development Private Limited in favour of Lodha Estate Private Limited and Others which includes Shri. Mangal Prabhat Lodha wherein the said IDBI has released and re-conveyed to Lodha Estate Private Limited and Others the portion of the property comprised in Survey No.30 Hissa No.5 admeasuring 430.70 sq.mts. on terms and condition stated therein.

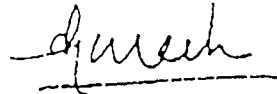
5 Save and except what is stated hereinabove and documents referred in my report, there is no further document found to be registered which adversely affects the Title of Shree Sainath Enterprises / Mangal Prabhat Lodha in respect of the above property was found to be registered.

6 In the premises aforesaid, I once again confirm that Pandurang Narayan Bhoir and Others are the Owners of the said property and Shree Sainath Enterprises / Mangal Prabhat Lodha as a Developer, as the case may be, are entitled to the development rights in respect thereof.

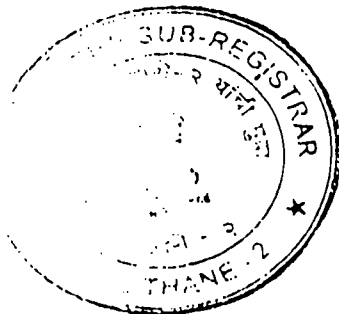
THE SCHEDULE ABOVE REFERRED TO:

Property bearing Survey No. Survey No.30 Hissa No. 5 admeasuring 430.70 sq.mts. in thereabouts respectively situate at Village Majewade District Thane.

Dated this 29th day of September, 2009.



(Pradip Garach)
Advocate High Court Bombay



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Pradip Garach
Advocate
High Court, Bombay

G. Roz-a-Rio Apartments,
L. B. S. Road, Kharan,
Kurla (West), Mumbai - 400 070
Phone: 6500 5157

TO WHOMSOEVER IT MAY CONCERN

Re: Property bearing Survey No 28 Hissa No 3, Survey No 30 Hissa No 6 admeasuring 15.7 Aar and 11.4 Aar or thereabouts situate at Village Majiwade District Thane.

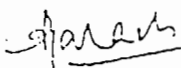
This is Addenda to my Report on Title dated 31/01/2007 for the above property.

I have further perused following document made available and produced before me for my inspection. On perusal of the said document and also gathered information and explanation the following position emerges.

By Deed of Confirmation dated 21/07/2005 executed by 1) Hemant Dhanaji Bhoir 2) Aruna Prabhakar Bhoire and 3) Subhash Laxman Bhoir and registered under No. 4726 of 2005 on 21/07/2005, the said Hemant Dhanaji Bhoir and others had confirmed the Development Agreement dated 14/07/2005 executed by the said Dhanaji Narayan Bhoir and others in favour of M/s Lodha Estate Pvt. Ltd. granting development rights upon the terms and conditions therein stated.

In the premises aforesaid, the Report on Title dated 31/01/2007 stand modified by incorporating the aforesaid document.

Dated this 18th day of September, 2007.


(Pradip Garach)
Advocate High Court Bombay



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दस्त क्रमांक ११२४६८ २००७
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REPORT ON TITLE

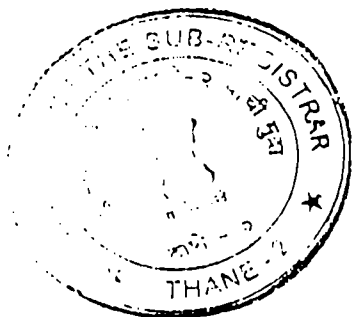
M/s Lodha Estate Pvt. Ltd.
Part I

(Ex-Parte)

Re: Property bearing Survey No. 28 Hissa No. 3, Survey No. 30
Hissa No. 6 admeasuring 15.7 Aar and 11.4 Aar or
thereabouts respectively situate at Village Majewade
District Thane.

1. I have prepared this Report on Title in respect of the above property on the basis of the searches caused to be taken by Shri D.K. Patil, in the office of the Sub- Registrar of Assurances at Thane and the various extracts namely 7/12 extract and 6/12 extract that have been furnished to me. On perusal of the above Search Report & Extracts of Revenue Record, I observe as under.
2. As recorded in Mutation Entry No. 732 dated 18/04/1951 Narayan Deo Bhoir had purchased the property bearing Survey No. 30 Hissa No. 6 from Bedyia Hasha Bhoir.
3. As per Mutation Entry No. 791 the said property has been declared as a fragment.
4. As recorded in Mutation Entry No. 1544 on 17/01/1969, on the death of the Narayan Deo Bhoir on 09/07/1965, names of his heirs 1) Devkibai Narayan Bhoir 2) Laxman Narayan Bhoir 3) Bhaskar Narayan Bhoir 4) Dhanaji Narayan Bhoir 5) Vithabai Gajanan Patil were entered in the 7/12 extract of the said property.
5. As per Mutation Entry No. 1640 enactment of the Weigh and Measure Act and Indian Coinage Act was recorded.
6. As recorded in Mutation Entry No. 1612 dated 30/09/1971, Tenancy Certificate NO. 132 dated 13/04/1970 was issued under section 32 G of Bombay Agriculture & Tenancy Act, 1958 and on payment of the consideration thereunder by the Narayan Deo Bhoir, name of the original owner viz. Maldan Guston kurel was deleted from the other rights column and name of the Narayan Deo Bhoir was entered in the 7/12 extract as a owner of the said property bearing Survey No. 28 Hissa no. 3.
7. As recorded in Mutation Entry No. 1754 dated 05/09/1977 on the death of Laxman Narayan Bhoir in the year 1951 names of his heirs 1) Janubai Laxman Bhoir 2) Pandurang Laxman Bhoir 3) Subhash Laxman Bhoir 4)

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Documents,
nani,
mbal - 400 070
7

C.D. BHIDE

M Com. (Hons.) L.L.B. (Advocate)

Address:-
Abh Society, 1st Floor,
Del-Come Hotel,
Chowk, Kalyan (W) 421 301.
Tel. - 2211393 Tele-Fax : 0251 - 2204717

Thane:-
306, Tulshiyam CHS.,
Teerhat Naka,
Above Punjab & Sindh Bank,
Thane (W) 400 604.

Date: 16-11-2010

S-2324

TITLE CERTIFICATE TO WHOMSOEVER IT MAY CONCERN

KAPSTONE CONSTRUCTION PVT. LTD ... OWNERS/BUILDERS
A Company incorporated under the Indian ... /DEVELOPERS
Companies Act 1956.

READ :

1. EXTRACT of 7/12.
2. MUTATION ENTRIES.
3. AGREEMENT FOR SALE dated 01.12.1991, between SHRI DINSHA KAWASJI AS "VENDOR" and SHRI. DILIP HARISHCHANDRA BHOIR as "PURCHASER".
(TNN 2/8697 dated 24.09.2009)
4. PUBLIC NOTICE given by Advocate ARUNA B. BHUJBAL in "DINMAN" Dated 15.09.2009.
5. DEED OF CONVEYANCE dated 24.09.2009, between SHRI DINSHA KAWASJI as "VENDOR" and SHRI. DILIP HARISHCHANDRA BHOIR, as "PURCHASER".
(TNN 2/8701 dated 24.09.2009).
6. DEED OF CONVEYANCE dated 24.09.2009, between SHRI HARISHCHANDRA BHOIR, as "VENDOR" and KAPSTONE CONSTRUCTION PVT. LTD. as "PURCHASER".
(TNN 2/8703 dated 24.09.2009).
7. SEARCH REPORT :

IN this matter, the necessary searches at the office of Sub-Registrar of Assurances has been taken by Adv. Ramhari Dhyarkar and the search report does not reveal any entry, which may come in the category of encumbrances.

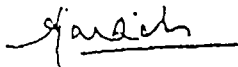
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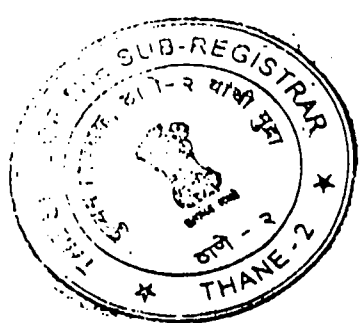
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दस्तावेज क्रमांक	११८५८	२०१०
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Bhagwan Laxman Bhoir 5) Tarabai Laxman Bhoir 6) Vasanti Laxman Bhoir & 7) Nimia Laxman Bhoir (last nos 6 & 7 minors represented by the their mother and natural guardian Jaibai Laxman Bhoir were entered in 7/12 extract of the property bearing Survey No. 30 Hissa No. 6

9. By a Development Agreement dated 14/07/2005 made between 1) Dhanaji Narayan Bhoir 2) Vijay Dhanaji Bhoir 3) Prahlad Dhanaji Bhoir 4) Mahesh Dhanaji Bhoir 5) Bhaskar Narayan Bhoir 6) Manohar Bhaskar Bhoir 7) Manjula Bhaskar Bhoir 8) Nanda Harishchandraa Veladayan 9) Surekha Anil Veladayan 10) Jaibai Laxman Bhoir 11) Pundlik Laxman Bhoir 12) Bhagwan Laxman Bhoir 13) Tambai Suresh Bhoir 14) Vasanti Dayanad Hajare 15) Nimata Ashok Patil 16) Dattatreya Gajanan Patil 17) Janardan Gajanan Patil 18) Sanjay Gajanan Patil 19) Nilkanth Gajanan Bhoir 20) Naina Arun Mhatre 21) Raibai Barku Patil 22) Vinal Ramesh Fulare of the One Part and Lodha Estate Pvt. Ltd. of the Other Part, the said 1) 1) Dhanaji Narayan Bhoir and others and registered under serial no. 4600 of 2005 on 14/07/2005 granted development rights in respect of the said property to Lodha Estate Pvt. Ltd..
10. In terms of the Development Agreement aforesaid, while a total consideration of Rs.33,87,766 /- has been agreed to be paid by the Lodha Estate Pvt Ltd. to the said 1) Dhanaji Narayan Bhoir and others in respect of said property, a sum of Rs.37,84,000 /- has been paid.
11. By a Power of Attorney dated 14/07/2005 and registered with the office of the Sub Registrar of Assurances at Thane under Serial No 345 of 2005, the said 1) Dhanaji Narayan Bhoir and others have granted unto the directors Lodha Estate Pvt. Ltd., for the development of the said property alongwith property bearing Survey No. 29 Hissa No. 5
12. Advertisements in the local newspapers have not been given inviting claims from the public.
13. By an Order dated 28/08/1984 passed under section 8(4) of Urban Land Ceiling Act the said land is declared withing ceiling limit
14. Under the aforesaid circumstances and subject to what is stated herein above, in my view, 1) Dhanaji Narayan Bhoir & Ors are the present owners in respect of the said property and on obtaining formal N.A. Order and Lodha Estate Pvt. Ltd. has Development rights in respect thereof

Dated this 31st day of January, 2007.


(Pradip Garach)
Advocate High Court Bombay



दस्तावेज क्रमांक ११
१३२ / १७८

॥ श्री ॥

C. D. BHIDE

M.Com. (Hons.) L.L.B. (Advocate)

an:-

labh Society, 1st Floor,
Tel-Come Hotel,
Chowk, Kalyan (W) 421 301.
51 - 2211393 Tele-Fax : 0251 - 2204717

Thane:-

306, Tulsihyam CHS.,
Teenhat Naka,
Above Punjab & Sindh Bank,
Thane (W) 400 604.

Date: _____

THE property in question was belonging to one DINSHA KAWASJI.

BY an Agreement for Sale dated 01.12.1991, the said DINSHA KAWASJI agreed to sell the property unto SHRI DILIP HARISHCHANDRA BHOIR.

THE said Agreement is registered by executing a Deed of Confirmation, dated 24.09.2009, which is duly registered at the office of Sub-Registration of Assurances, Thane - 2, under their No.8697 / 2009, dated 24.09.2009.

FURTHER by a Deed of Conveyance dated 24.09.2009 the said DINSHA KAWASJI sold the said property in question unto SHRI DILIP HARISHCHANDRA BHOIR in pursuance to the above said Agreement.

THE said Deed of Conveyance is duly registered at the office of Sub-registrar of Assurances, Thane-2 under No. 8701 dated 24.09.2009.

AFTER execution and registration of the said Deed of Conveyance, the said SHRI DILIP HARISHCHANDRA BHOIR mutated his name in the revenue and other records vide mutation entry No. 2706 and started enjoying the said property as the absolute owner thereof.

FURTHER the said SHRI DILIP HARISHCHANDRA BHOIR sold the property in question unto KAPSTONE CONSTRUCTIONS PVT. LTD., vide Deed of Conveyance dated 24.09.2009.

THE said Deed of Conveyance is duly registered at the office of Sub-registrar of Assurances, thane - 2 under their No. TNN 2/8703 dated 24.09.2009.

AFTER execution and registration of the said Deed of Conveyance, the said KAPSTONE CONSTRUCTIONS PVT. LTD., mutated his name in the revenue and other records vide mutation entry No. 2708 and started enjoying the said property as the absolute owner thereof.

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दस्तावेज क्र. ११ २००९
१३३ / १०९

C. D. BHIDE

M.Com. (Hons.) L.L.B. (Advocate)

Kalyan:-

Janawati Society, 1st Floor,
Near World Come Hotel,
Sriwasthi Chowk, Kalyan (W) 421 301.
Ph : 0251 - 2211393 Tele-Fax : 0251 - 2204717

Thane:-

306, Tulsishyam CHS.,
Teenhat Naka,
Above Punjab & Sindh Bank
Thane (W) 400 604.

Date : _____

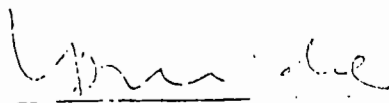
ON perusal of the above mentioned documents and on the basis of the searches taken by Advocate Ramhari Dhyarkar, I certify that, the title of the "OWNER" to the property described in the SCHEDULE hereunder written is clear, marketable and free from reasonable doubts and encumbrances.

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND lying and situate at Village MAJIWADE, Taluka & District Thane, within the registration Dist. & Sub-Registration Dist. Thane, within the limits of THANE MUNICIPAL CORPORATION, bearing:

Survey No.	Hissa No.	Area H - R - P
30	7	0 - 3 - 5. = 350 sq.mts.

together with all easement rights etc.


(C. D. BHIDE)
ADVOCATE



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गांव नमुना सात (अधिकार अभिलेख पत्रक)

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पूर्वापत्र क्रमांक	भूखंडाचा अचूकता	सुधारणा पत्रको	पोंगबटावाची बांध	सुधारणे बांध
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वर्ग (ब)			रुग्णालय बांध	
रक्षण	०-०३-३		२४३० चौकोन	
आकाराणी			२४३० २४३० २४३०	
पुढे किंवा विीर आकाराणी	४-६४		२४३० २४३० २४३०	विषय आणि भूखण्ड पत्र

गांव नमुना बारा (पिकांची नोंद घरी)

वर्ग	प्रमाण	पिकावातीत क्षेत्राचा वपणात									सागवरीगाटे वपणय नमातेती पचीव		मालकी नोंद	वर्ग नमातेती नोंद	दि. न.	
		पिकावातीत क्षेत्र				विपेज पिकावातीत क्षेत्र					१३	१४				
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		१.आर.	१.आर.		१.आर.	१.आर.				१.आर.	१.आर.					
२०११																
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समस्त बांधकाम घरी नमूना दिती आहे.

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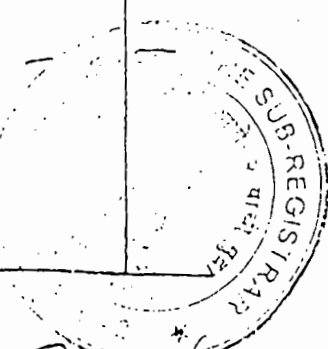
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तलाठी सजा, माजिबडे,
वा. जि. ठाणे.

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दस्त क्रमांक. ११ ६४६

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

नांव - माजीवडे

गावका - ठाणे

पूजापत्र क्रमांक	पूजापत्र हस्ताक्षरित उपविभाग	पूजापत्र नं. व दिनांक	पूजापत्रावरील गांव	कुळाचे नांव
१५	२		१६७१	
दिलेले सामाजिक नांव			अशोक उदयसिंग वर्मा	
तागवरी क्षेत्र	हेक्टर	आर	संजय उदयसिंग वर्मा	
	० - ०३ - ०		विजयसिंग राजासिंग वर्मा	
रहण	० - ०३ - ०		रघुपुत्र विकाससिंग वर्मा	
०. २. (तागवरी क्षेत्र प्रसारित)			२०४१ १४३६	
वर्ग (अ)				
वर्ग (ब)				
एकूण				
पूजापत्र				
मुद्रित विलेख अधिकारकर्त्याने			१६४०	

इना अधिकार विकासक २२००
 मे. कॅम्पस्टोन कॅम्पस्टोन प्रा. गॅ. डि.
 मंचालक बोमनू कस्तूरम इराणी
 २४४४
 महागांधी यादवी कमीत कमीत मजोदा
 धा. गा. सातवरी अधिकारिपत्र १९७६ चे
 फालत १० (१) कडूनचे अतिरिक्त
 म्हणून घोषित केलेल्या जमीनी.
 दिना आणि पूजापत्र पिने २२००

गांव नमुना बारा (पिकांचे नोंद वही)

व. क्र.	वर्ष	पिकांसाठी क्षेत्राचा तपशील								तागवरीसाठी उपलब्ध नसलेली जागेत	वर्ग	जमीन मालकीचे नांव	हेक्टर
		निच पिकांसाठी क्षेत्र				विषय पिकांसाठी क्षेत्र							
		पिक	प्रकार	प्रकार	प्रकार	पिक	प्रकार	प्रकार	प्रकार				
२०११													
२०१२													

असत घटवून घरी वळत दिली आहे.

सहस्र २०१२

सहायक सहायक, माजीवडे,
 ता. जि. ठाणे.



दस्तावेज - २
 दस्त क्रमांक. ११०४६ / २०१६
 १३६ / १७८

२०११
 २०१२

सहायक

गांव नमुना सात (अधिकार अधिलेख पत्रक)

गांव - राजीवडे

तालुका - ठाणे

नु. न. ()

पुनःपत्रक क्रमांक	पुनःपत्रक क्रमांक/उपविभाग	पुनःपत्रक पत्रकी	पौगणदाखलाचे नांव १६७३
न. न. १५	३		अशोक उदयसिंग वर्मा संजय उदयसिंग वर्मा विजयसिंग बाजासिंग वर्मा एम्प्लू 'विजयसिंग' वर्मा २०४९ १४३६
संगतीचे स्वाधिक नांव			
सांगतीचे पौगण क्षेत्र	हेक्टर	आर	
	०-३२-१		
एकूण	०-३२-१		
पो. ख. (सांगतीचे पौगण नसलेले)			
वर्ग (अ)			
वर्ग (ब)			
एकूण			
आकारणी	२-२-१५		१६४०
शुटी मिठा धिरोब आकारणी			

कुळाचे नांव

सांगतीचे अधिकारक
मे. कॅप्टन कॅम्बेस्वान प्रा. गि.
सांचालक बोमन सन्जय इरावती
२४४८
पुनःपत्रक सांगतीचे कलेक्टर यांच्या मधील
प्र. नं. १०००/१९९९/१९९९ नं.
वलय १० (१) न्यायमंडळ प्रतिष्ठित
पुनःपत्रक सांगतीचे कलेक्टर यांच्या मधील
मिठा आणि पुनःपत्रक पत्रकी **१६४०**

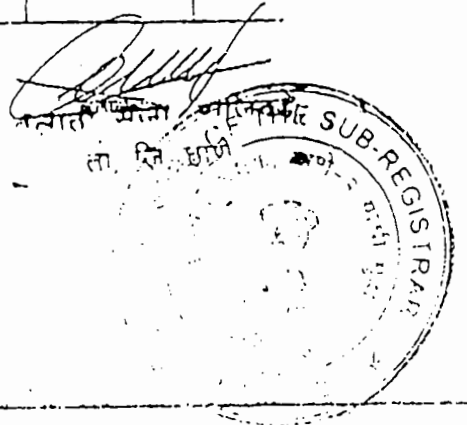
गांव नमुना बारा (पिकांची नोंद बरो)

वर्ष	हंगाम	पिकांदाखलीत क्षेत्राचा तपशील									सांगतीचे पौगण क्षेत्रातील जमीन	वर्ग	वर्ग					
		मिश्र पिकांदाखलीत क्षेत्र			विभक्त पिकांदाखलीत क्षेत्र													
		१	२	३	४	५	६	७	८	९				१०	११			
२०११																		
२०१२																		

असत बरवळून खरी नक्का दिली आहे.

भागेद

एवम



वर्ग	
दस्त क्रमांक	११-१४६
२३१०	/१७८

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - माजीवडे

तालुका - ठाणे

पुस्तक क्रमांक	पुस्तक क्रमांक/उपविभाग	पुस्तक पत्रको	पौगवटदाराचे नांव १६१०	कुळाचे नांव
व. नं. १५	६		अशोक उदयसिंग वर्मा	
पौगवट दफ्तरी नांव			संजय उदयसिंग वर्मा	
तागवडी क्षेत्र	हेक्टर	आर	विजयसिंग बाजासिंग वर्मा	
	० - ०५ - २२		एकूण विजयसिंग वर्मा	
			२०४१ २४३६	
रक्षण	० - ०५ - २२			
पौ. उ. (तागवडी क्षेत्र प्रकल्पे)				
अं. (अ)				
अं. (ब)				
एकूण				
आकाराची				
पुढी जिवा विहीन आकाराची	१ - ०१		१६४०	

इतर अधिकार विकसक **२२००**
 मे. फॅक्टरीज कंस्ट्रक्शन प्रा. लि.
 संचालक बोगानु सन्तुम इराणी
२४४४
 जहाजपट्टी एवढी कमीत कमीत जमीन जमीन
 व ... पावसाळी उर्वरणासाठी १० : १० : १०
 फळतक १० : १० : १० अन्वये वार्षिक
 म्हणून घांथील फोलेव्या जमीनी.
 सिना आणि भूवापन विन्दे

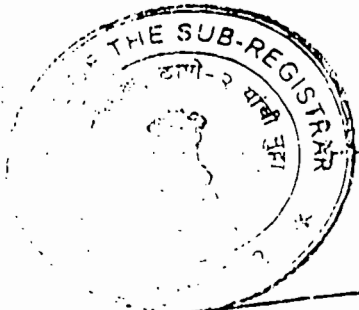
गांव नमुना बारा (शिकारी नोंद घरी)

व. नं.	शिकार्यातून इतरांचा उपरिगत										तागवडीसाठी उपलब्ध नसलेली जमीन	न. अ. वि. नं.	न. अ. वि. नं.
	गि. प्र. शिकार्यातून क्षेत्र					निर्भर शिकार्यातून क्षेत्र							
	पट्टक वि. नं.	प्रत्येक प्रांतिक क्षेत्र	शिकार्याचे क्षेत्र	न. अ. वि. नं.	प्रत्येक प्रांतिक क्षेत्र	शिकार्याचे क्षेत्र	न. अ. वि. नं.	प्रत्येक प्रांतिक क्षेत्र	शिकार्याचे क्षेत्र	न. अ. वि. नं.			
२०११													
२०१२													

अभिलेख द्याव्याचे पत्ती उरकत दिली आहे.

माहिती २१/१२

तलाठी राजा, माजीवडे,
 ता. जि. ठाणे.



ह ल व - २
 दस्त क्रमांक. ११ २४२ / २०१२
 १३५ / १७८

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - राजीवडे

तालुका - ठाणे

सु. नं. ()

पुष्पापन क्रमांक	पुष्पापन अधिकांश उपविभाग	पुष्पापन पत्रको	पौज्यदाखलपत्रे संख (१६७)
न. नं. १५	५		अशोक उदयसिंग वर्मा संजय उदयसिंग वर्मा विजयसिंग बाबासिंग वर्मा एकमु विजयसिंग वर्मा (२०४१) (५४३६)
गांवाचे पंचायत संख	हेक्टर	आर	
	०-३३-६		
एकूण	७-३३-६		
पो. व. (सागवरी पोष्य नसलेले)			
वर्ग (अ)			
वर्ग (ब)			
एकूण			
आकारणी	२०-७६६		(१६४०)
जुडी किंवा विशेष आकारणी			

कुठारी संख

T. T. H.
इरावती

ज. न. नं. १५
१५:०० वे
प्रातिरिक्त
नी.

सा. अधिका. विकारीक
मे. कॅम्पस्टोन कॅम्पस्टोन प्रा. गि.
संचालक योगानु सनुग इरावती
(२४८८)

एकूण गांव नमुना सात (अधिकार अभिलेख पत्रक)
पु. नं. १५:०० वे प्रातिरिक्त १५:०० वे
एकूण १० (११) एकूण प्रातिरिक्त
महामुक्त प्रांतिक वेलेखा जमीनी.
तिथी आणि पुष्पापन दिने

गांव नमुना बारा (पिकांची नोंद घरी)

वर्ष	दिवस	पिकांसाठी क्षेत्राचा वर्गीकरण									सागवरीसाठी उपलब्ध राहिलेली जागीर		वर्ष	दिनांक			
		विश्व पिकांसाठी क्षेत्र			विशेष पिकांसाठी क्षेत्र						एक	द्वि					
		पिकांची संख्या	वस्तुनिष्ठ	अपत विविध	परक पिके व प्रायेण छातीत क्षेत्र			विशेष क्षेत्र	वस्तुनिष्ठ	अपत विविध							
१	२	३	४	५	६	७	८	९	१०	११	१२	१३					
२०११			हे.आर.	हे.था.		हे.आर.	हे.आर.										
२०१२																	

भासत बाह्यकृष्य खती नककत दितां अने.

गांवाचे

ए. व. नं.

ज. न. नं. १५
गा. नं. १५



ट ल व - २
दस्त क्रमांक. १० २४८८ २०११
१३२ / १०८

गांव नमुना सात (अधिकांश अधिलेख पत्रक)

गांव - माजीवडे
तालुका - ठाणे

जु. नं. ()

पुनर्पत्र क्रमांक	पुनर्पत्र क्रमांकाचा अर्थविवरण	पुनर्पत्र प्रकार	भोगवट्यासाठीचे नंबर
२०४७	२		१६७०
पिंपळे तालुका नंबर			अशोक उदयसिंग वर्मा सांगाय उदयसिंग वर्मा विश्वसिंग सांगसिंग वर्मा रघुचंद्र किशोरसिंग वर्मा २०४७ २४३६
तागवडी क्षेत्र	हेक्टर	आ	
एकूण	०	०	
सी. टा (तागवडी क्षेत्र वगळता)			
जमी (३)			
जमी (२)			
एकूण			
आजारी			
जुद्धी किंवा विशेष आकरणी			१६४०

फुल्लचे नंबर

इतर अधिकांश विकासक
मे. कॅम्पस्टोन कॅन्स्ट्रक्शन प्रा. लि.
संचालक गोमन सन्सुम इराणी
२४२४
महाराष्ट्र शासकीय कर्मचारी कल्याण मजदुरांचा
घातका कायदा अन्वयेत १९७७ चे
कायदा १० (१) अन्वयेत अतिरिक्त
मूल्य घातका देवता वगळता
किंवा भागि-पुनर्पत्र मिळे

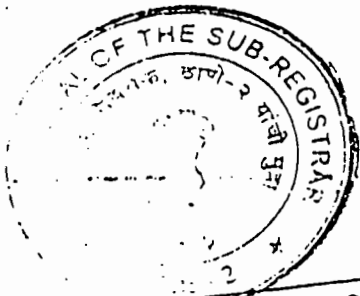
गांव नमुना बारा (पिकांची नोंद वही)

क्र.	इंग्रजी	पिकांसाठी क्षेत्राचा वर्गीकरण								तागवडीसाठी उपलब्ध वगळता जमीन	पिकांची नोंद	पिकांच्या क्षेत्राचे नंबर	एकूण
		पिकांसाठी क्षेत्र				निर्भर पिकांसाठी क्षेत्र							
		पिकांची नोंद	पिकांची नोंद	पिकांची नोंद	पिकांची नोंद	पिकांची नोंद	पिकांची नोंद	पिकांची नोंद	पिकांची नोंद				
२०११													
२०१२													

आजारी वाढवण्याची परवानगी दिली आहे.

दिनांक २०/१२

सहायक न्यायाधीश, माजीवडे,
ता. जि. ठाणे.



१९६६ / १७७८

२०१
२०१

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - राजीवडी

जु. नं. ()

समुदाय - ठाणे

पुनर्पत्रक क्रमांक	पुनर्पत्रक क्रमांकाचा उपविभाग	पुनर्पत्रक पध्दती	श्रीगवताराचे नंबर १६७३
न. नं. १७	३		अशोक उदयसिंग वर्मा नांकाच उदयसिंग वर्मा विश्वनाथसिंग राजासिंग वर्मा एकपुत्र किशोरसिंग वर्मा १०४१ ४७३६
शेततेचे स्वाधिक नंबर			
सागवडी घोष क्षेत्र	वस्त	आर	
	०-११३-७		
एकूण	०-१३-७		
पो. प्र. (सागवडी घोष नसलेले)			
वर्ग (अ)			
वर्ग (ब)			
एकूण			
आकारणो			
जुनी किंवा विशेष आकारणो	०-७०		१६६०

कुटुंबाचे नंबर

जमा अधिकाय पिकासंक

मे. कॅप्टन के. ए. व्हाणुभाय भा. ग. डि.
संचालक नोमन समुदाय इरावडी
२५४४

अनुदानातून सागवडी राजीवडी कमानक वयांचा
सागवडी कमानका अधिकायक २९.७.७६ चे
कालाव १० (२) यानुसार अतिरिक्त
नमुना घांवीत केलेल्या अलीनी.
पिठा अंतिम पुनर्पत्रक दिने

गांव नमुना बारा (पिकांचे नंबर घेणे)

वर्ष	शेताचा नंबर	पिकांसाठी क्षेत्राचा तपशील									सागवडी साठी उपलब्ध नसलेली जमीन		वस्तुनिष्ठ मूल्य	वस्तुनिष्ठ मूल्य
		विश्व पिकांसाठी क्षेत्र			विशेष पिकांसाठी क्षेत्र						एकर क्षेत्र	एकर क्षेत्र		
		पटक पिके व प्रत्येकाचा क्षेत्रातील क्षेत्र	एकर क्षेत्र	एकर क्षेत्र	पटक पिके व प्रत्येकाचा क्षेत्रातील क्षेत्र	एकर क्षेत्र	एकर क्षेत्र	एकर क्षेत्र	एकर क्षेत्र					
2099	-	हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.			
2092	-													

अन्यत नमुनेची छापी नज्जत दिली आहे.

गावेचे **ए. व्हाणुभाय**

Calligraphy
सहायी सजा, पाजिबड,
ता. जि. ठाणे



७ न व - २
वस्तुनिष्ठ मूल्य १०००००
१६५ / १७००

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - माजीवडे

तासुका - ठाडी

पुस्तक क्रमांक	पुस्तक क्रमांकाचा उपसिध्दांत	पुस्तकाचा पानां	पैगदादांसाठीचा संव १६१०३	कुळाचे संव
१७७	४३१		अशोक उदयसिंग वर्मा संजय उदयसिंग वर्मा विजयसिंग राजसिंग वर्मा एकदु विजयसिंग वर्मा २०४९ ४४३६	
पिंपरी तलावेक संव				
लागवारी घोष क्षेत्र	हेक्टर	अर		
	०-३२-७			
एकूण	०-३२-७			
पो. ता. (लागवारी घोष नातेसे)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आकाराची			१६३०	
पुढील ठिकाणे असावीत			१६४०	

जमा अधिकार विक्रासक
जे.के.पेठेन कॅम्प्युशन प्रा.गळी.
संचालक बोमन सन्मुख इराणी
२५४४
महाराष्ट्र शासकीय जमीन रजिस्ट्रार कार्यालय
पुणे जिल्हा कार्यालय २५३९, बी
महाराष्ट्र ४००१३१, पुणे येथील
महाराष्ट्र शासकीय जमीन रजिस्ट्रार कार्यालय
पुणे आणि भूमापन विभागे

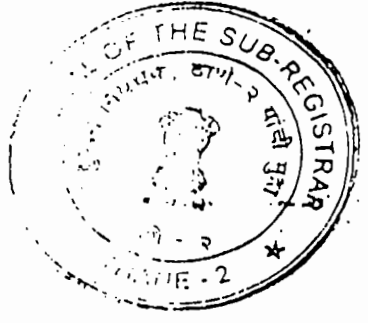
गांव नमुना बारा (पिंपरी नॉट बही)

क्र.सं.	पिकाप्रधानीत क्षेत्राचा तपशील								लागवारीसाठी उपलब्ध नसलेली जमीन		अपेक्षित मूल्य	पिकाप्रधानीत क्षेत्राचा क्षेत्रफळ	नॉट
	विश्व पिकाप्रधानीत क्षेत्र				विशेष पिकाप्रधानीत क्षेत्र				एकर	हेक्टर			
	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र	पिकाप्रधानीत क्षेत्र					
२०११	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	०-३२-७			
२०१२													

आकार नमूदपणे घरी बळकत दिली आहे.

मागील

(Signature)
तलाठी सजीव, माजीवडे,
ता. जि. ठाणे.



दस्तावेज - २
दस्त क्रमांक. ११२४६ / २०१६
४६ / १७०

२०
२०

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - माजीवडे

ताजुका - ठाणे

नु. म. ()

पुणवपन क्रमांक	पुणवपन क्रमांकाचा उपविभाग	पुणवपन पद्धती	जोगवटावारी बांध १६७३
नु. म. १७	५		अशोक उदयसिंग वर्मा नाजाम उदयसिंग वर्मा विश्वनाथसिंग राजासिंग वर्मा एकपु विश्वनाथसिंग वर्मा २०४९ २४३८
गांवीचे स्थापिक बांध			
सागवटी योग्य क्षेत्र	हेक्टर	आर	
	०-०९-९	...	
एकूण	०-०९-९		
पो. नं. (सागवटी योग्य नसलेले)			
वर्ग (अ)			
वर्ग (ब)			
एकूण			
आकारणी		०२ ४८	१६४०
जुने किंवा विशेष आकारणी			

पुणवपन बांध

गाव अधिकार

विकासक

मे. फॅपस्टोन कॅम्ब्रिक्रान गा. ठा. वि.
मॅथ्याळगु बोगानु लसुगु इराळी
२४४

गुहागावदु गावठी अवीध कलास पदांचा
ध.
महानत धारणीत विवेचना बाबीची.
विषय भाषण पुणवपन दिने

गांव नमुना जारा (पिकांची नोंद घरी)

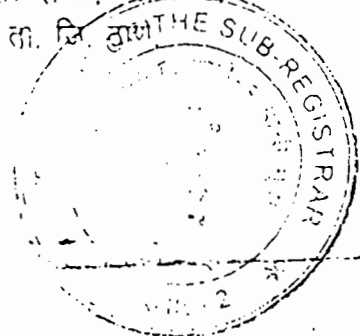
वर्ग	गाव	पिकावारीतील क्षेत्राचा हपणित								सागवटीवारी नसलेल्या वारतेले पयोन		मालकीवारी क्रमा	मालकीवारी नं	पिक
		विश्व पिकावारीतील क्षेत्र				विश्व पिकावारीतील क्षेत्र				११	१२			
		विश्व पिकावारीतील क्षेत्र	वत पिकावारी	अवत पिकावारी	परक पिके व भातकावारीतील क्षेत्र	विश्व पिकावारीतील क्षेत्र	वत पिकावारी	अवत पिकावारी	१०					
२०११			हे.आर.	हे.आर.		हे.आर.	हे.आर.		०-०९-९					
२०१२														

असत राहकून छरी नकत दिलो भणे.

गातुण २०१२

गा. वि. माजीवडे

गा. वि. माजीवडे



त न न - २
दस्त क्रमांक. ११९६६ / २०१६
१६४० / १७५

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - माजीवडे

तालुका - ठाणे

पुढावा क्रमांक	पुढावा क्रमांकाला उपविभाग	पुढावा पत्रको	भोगवदावाचो गांव (१६७७)
व. नं. १७	६३८		अशोक उदयसिंग वर्मा राजेंद्र उदयसिंग वर्मा विठ्ठलसिंग राजासिंग वर्मा एकूण विक्रयसिंग वर्मा (५०४९) (५४३६)
भोकोचे सार्वजनिक नंबर			
तागवरी घोष क्षेत्र	हेक्टर	आर	
	०-२२-७		
रक्षण	०-२२-७		
६. प. (तागवरी घोष नसतो)			
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७. (९९)			
७. (१००)			

इतर अधिकार **विकासक**
मे. कॅपस्टोन कॅन्स्ट्रक्शन प्रा. लि.
संचालक योगेश कस्तुरी इराणी
(२५११)

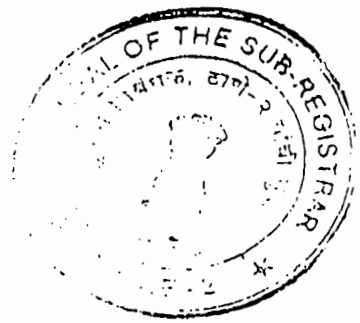
पुढावद्वारे तागवरी अन्वेषण नसल्याने सर्वदा
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घटकातून घटकातून घटकातून घटकातून घटकातून

गांव नमुना बारा (पिकांचे नंबर वही)

व. नं.	संख्या	पिकांजलीत क्षेत्राचा तपशील										तागवरीसोदी उपलब्ध नसलेली जमीन		अधिकार प्रार	अधिकार नंबर	हारा		
		मिश्र पिकांजलीत क्षेत्र					निर्पेक्ष पिकांजलीत क्षेत्र					१२	१३					
		१	२	३	४	५	६	७	८	९	१०						११	
२०११	२०१२																	
		हे.आर.	हे.आर.															

असता तर (रक्षण वही) रजिस्टार वही मधील आहे.

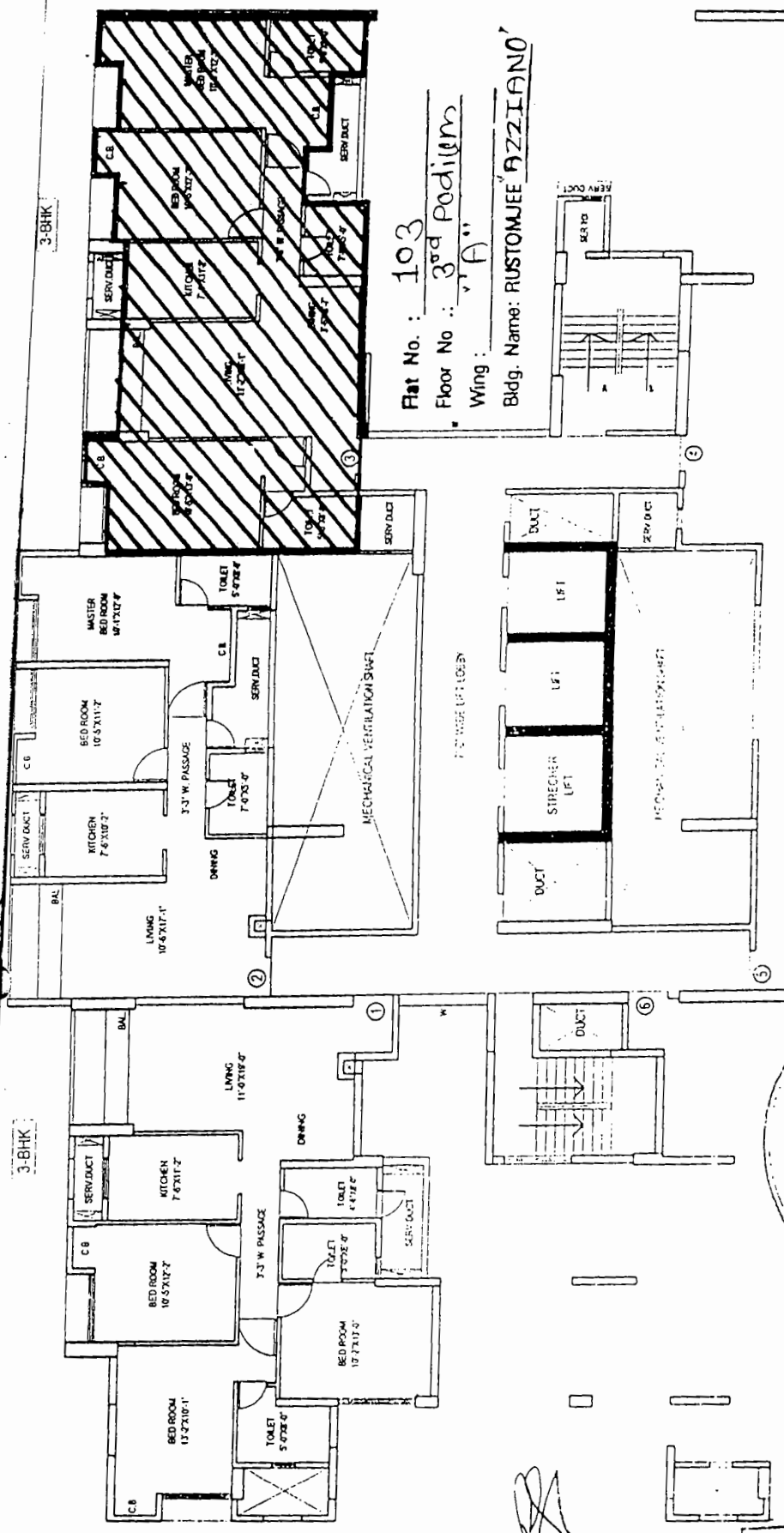
तलाठी सजा, माजीवडे,
ता. जि. ठाणे.



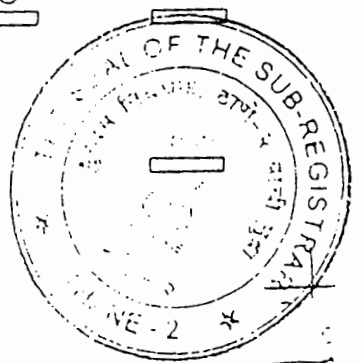
११८४६
१४८ / १७८

Annexure F

श्री
रवि
शर्मा



Flat No. : 103
 Floor No. : 3rd podium
 Wing : 'A'
 Bldg. Name: RUSTOMJEE 'AZZIANO'



M/S. KAPSTONE CONSTRUCTION PVT LTD
 PROPERTY BEARING S NO 14,
 S NO 15, 16 & 17
 AT VILLAGE MAJWADE (THANE)

AZZIANO VILAGE

NORTH

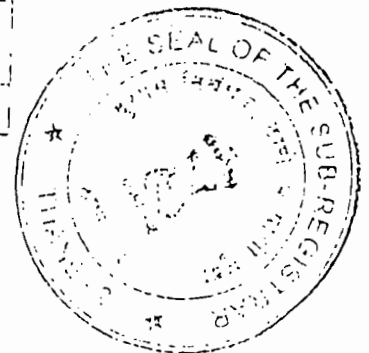
Handwritten signature

25/05/2022
 955 / 980

Annexure G : Fixture, Fittings & Amenities Inside the Premises

Sr. No.	Description
A	Plumbing
1	Wall mount English WC
2	Seat Cover
3	Wash Basin
4	Shower Head
5	Basin Cock
6	Health Faucet with Jet Spray
7	Two Way Bib Cock
8	Instant Water Heater
9	Kitchen Sink With Drain Board)
10	Sink Cock
11	Bib Cock
12	Domestic & Flushig Pumps
B	Flooring and Tiling Work
1	Vertified Tile for Flooring
2	Ceramic Tile for Toilets, Dry Balcony & Dado
3	Granite Wash Basin Counter
C	Doors & Door Frames
C.1	Frames
1	Wooden Door Frame for Main Internal Doors
2	Granite Door Frame for Kitchen and Toilets
C.2	Shutters: Flush Doors for Main and Internal Doors
C.3	Door Finishing
1	Artificial Veneer Finish for Main Door
2	Laminated / Painted Flush Doors for Internal, Dry Balcony and Toilets
D	Lifts : Passenger & Stretcher Lifts

Phd at



2	2
940	940

क्रमांक, १५

रजिस्ट्रेशन नं. एमएम/एमआर/साजय-२२९/२००६-०८



महाराष्ट्र शासन राजपत्र

असत आरण
माहिती प्रसारण

पुणे, पार, संकेत/सी १५, २००८/५१९ २५, ता. १९२९

प्रत्येक संकलन शुल्क आईस कायदासाठी या भागाला वेगळे पृष्ठ लावण्यात येते आहे.

भाग चार-ब

महाराष्ट्र शासनाने महाराष्ट्र अधिनियमाचे तयार केलेले (भाग एम, एम-अ आणि एम-ब) अधिनियम प्रसिद्ध केलेले नियम व आदेशां (अतिरिक्त) नियम व आदेशां.

महाराष्ट्र या तयार विभाग

महाराष्ट्र मुद्रांक १९९८/२२२, दिनांक १५ ऑक्टोबर २००८

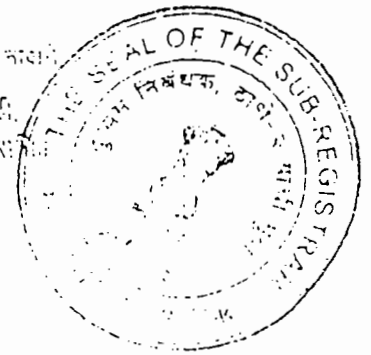
आदेश

मुद्रांक मुद्रांक अधिनियम, १९५८.

महाराष्ट्र मुद्रांक १९९८/सु.ओ.आर.५३/म.क.५३५/म.१. - मुद्रांक अधिनियम, १९५८ (१९५८ चा मुद्रांक ६०) म.ता.जोडलेल्या अनुसूची एम या अनुसूची २५ खंड (ब) व (ड) अन्वये "दिलेले नगर पंचायत प्रकल्प" म्हणून अधिसूचित केलेल्या क्षेत्राच्या टिकाणी असलेल्या मालकीच्या किंवा संबंधातील कसबाच्या किंवा अधिस्वातंत्र्यपत्राच्या संदर्भावर आकारणीयोग्य असलेले मुद्रांक शुल्क कमी करणे सोप्याकरिता आवश्यक आहे. आवश्यक महाराष्ट्र शासनाची आदेशी नटल्यामुळे महाराष्ट्र शासन, याद्वारे, उपरोक्त अधिनियमाच्या मालिका १९९८ चा खंड (अ) तसेच महाराष्ट्राने जोडलेल्या अधिनियमाच्या अन्वये प्रकल्प म्हणून पूर्ण टिकाणी कमी करलेले आहे.

महाराष्ट्र शासनाच्या आदेशानुसार व क्वचित

महाराष्ट्र शासनाचे अधिकारी



दिनांक १९२९
१५९ / १७८

विशाल बांगला - ठाणे
भीजे माजीवडे ता. जि. ठाणे येथील जमिनीवरील
परतावित विशेष नगर बसाहत प्रकल्पास
महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम
१९६६ चे कलाम ४५ अन्वये लोकेशनल विलआरन्स
देण्याबाबत

महाराष्ट्र शासन
नगर विकास विभाग,
शासना निर्णय क्र. भुमंत्स/ टिपीएस-१९०७/२२०/प्र.क.५४९/०८/नवि-१२
भंग्रालय, मुंबई : ४०० ०३२,
दिनांक : २४ ऑगस्ट २००९.

प्रत्येक निशंवा - सोबतची शासकीय अधिसूचना (भराठी व इंग्रजी) महाराष्ट्र शासनाच्या राजपत्रात
प्रसिध्द करावी.

महाराष्ट्राचे राज्यपाल जेव्हा आदेशानुसार व नांवाने,

(अशांक भा.पाटील)
कार्यासन अधिकारी

१. उपर मुख्य कार्यालय, महाराष्ट्र विभाग, भंग्रालय, मुंबई-२२
२. विभागीय आणखिल, कोकण विभाग, कोकण भवन, नवी मुंबई.
३. संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे.
४. आणखिल, 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 अ.र. इराणी, व्यवस्थापकीय संचालक, मे.के.पट्टोन फन्क्चरेशन प्रा.लि. जेएमसी
हाउस, गिरलरी कॅम्पाउंड, थेस्टन एक्सप्रेस हायवे, अंधेरी (पूर्व) मुंबई-४०० ०९९.
९. जावळ्यापथर, शासकीय मुद्रणालय, चन्ती रोड, मुंबई
(त्यांना विनंती करा, सोबतची शासकीय अधिसूचना महाराष्ट्र शासनाच्या राजपत्राच्या भाग-१
कार्या विभागीय पुरवणीमध्ये प्रसिध्द करून त्यांच्या प्रत्येकी ०५ प्रती या विभागास, संचालक नगर
रचना महाराष्ट्र राज्य, पुणे, आणखिल, ठाणे महानगरपालिका, उपसंचालक, नगर रचना, कोकण
विभाग, कोकण येथे पाठवाव्यात.)
१०. जिल्हा अधिकारी, कार्यासन नवि-२९, नगर विकास विभाग, भंग्रालय, मुंबई त्यांना विनंती करा,
महाराष्ट्र रचना विभागाच्या वेब साईटवर प्रसिध्द करावी
११. भिवडगल्ली (कार्यासन नवि-१२)



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१५२ / १७९

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
नगर रचना
अधिनियम
१९९९

ज्याअर्थी, ठाणे शहराची विकास योजना (यापुढे ज्यास "उत्तम विकास योजना" असे संबोधिले आहे) शासन अधिसूचना नगर विकास विभाग क्रमांक टिपीएस-१२९७/१९९९/प्र.क्र.१४८/९७/नवि-१२ दिनांक ४ ऑक्टोबर १९९९ अन्वये महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९९६ (यापुढे "उत्तम अधिनियम" असा संबोधिलेला) चे कलम ३१ अन्वये मंजूर झाली असून ती दिनांक २२/११/१९९९ पासून अंमलात आली आहे ;

आणि ज्याअर्थी, उक्त अधिनियमाचे कलम ३७ (२) मधील तरतुदीनुसार अधिसूचना क्रमांक टिपीएस-१२०४/ठाणे विद्यो/विनिनि/नवि-१२ दिनांक २५ मे २००६ हारे विशेष नगर वसाहतीचे निधम (यापुढे "उत्तम निधम" असे संबोधिलेला) मंजूर आहेत ;

आणि ज्या अर्थी, मे.कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा.लि. यांनी शासनास ठाणे महानगरपालिका हद्दीतील त्यांच्या भोजे माजिवडे, तालुक्या व जिल्हा ठाणे येथील जमिनीवर प्रस्तावित विशेष नगर वसाहत प्रकल्पाला लोकेशनल बलीअंरन्स मिळायचे असून अर्ज सादर केला होता ;

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

आणि ज्या अर्थी, अर्जदार कंपनीने सादर केलेल्या विशेष नगर वसाहत प्रस्तावाची छाननी केल्यानंतर एकूण क्षेत्रापैकी भेन्गोव्हजने 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 सादर क्षेत्राची वजावट, केल्यानंतर प्रस्तावाखालील एकूण क्षेत्र सुमारे ११९.१३ एकर एवढे परिणामीत होईल ;

आणि ज्या अर्थी, मे.कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा.लि. ठाणे कक्ष विशेष नगर वसाहत प्रकल्पासाठी राज्य शासनाच्या उल्लेखित विभागाने काही अटीवर मान्यता प्रमाणपत्र दिले आहे ;

आणि ज्याअर्थी, संचालक नगर रचना यांचेशी सल्लामसलत केल्यानंतर आणि आवश्यक ती चौकशी केल्यानंतर शासनाने मे.कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा.लि. यांनी शासनास सादर केलेल्या विशेष नगर वसाहत प्रस्तावात उक्त अधिनियमाचे कलम ४५ मधील तरतुदीनुसार प्राप्त असलेल्या अधिकारान्वये विशेष नगर वसाहत प्रकल्प

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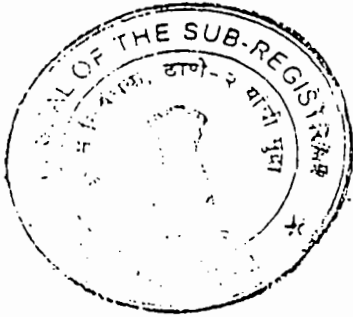
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दस्तावेजाचा क्रमांक ११-२४२-१९९९
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अधिसूचित करून काही अटीवर लॉकेरेशनल प्लानअरन्स देण्यात यावा असे शासनाचे मत झाले आहे.

आणि त्याअर्था,उक्त अधिनियमाच्या कलम ४५ मधील तरतुदीनुसार प्राप्त झालेल्या अधिकारान्वये शासन मे.कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा.लि. ठाणे यांनी मोजे माजिवडा, ता.जि.ठाणे येथील सुमारे ११९.१३ एकर (सुमारे १०६.५९ एकर खाजगी व सुमारे १२.५४ एकर शासकीय जमिन) लोकांच्या प्रपत्रात नमुद केल्यानुसार " विशेष नगर वसाहत प्रकल्प " म्हणून अधिसूचित करून खालील नमुद अटीस अधिन राहून लॉकेरेशनल प्लानअरन्स 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 देणे बांधकामकारक राहिल.
- ३) नहरातून 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 २३/१०/२००६ च्या पत्रान्वये काही अटी व शर्तीस अधिन राहून ना-हरकत प्रमाणपत्र दिले असून सदर पत्रातील अटीचे काटेकोरपणे पालन करण्यात यावे.
- ५) उरकत संरक्षक, ठाणे वन विभाग यांच्या दिनांक १०/१०/२००७ च्या पत्रातील अटीचे काटेकोरपणे पालन करण्यात यावे.
- ६) सदर विशेष नगर वसाहत प्रकल्पास लागून सवोडी व माजिवडा ही गावठाणे आहेत. सदर गावठाणापासून २०० मीटर पर्यंत "गावठाण विस्तार" म्हणून क्षेत्र सोडणे आवश्यक असल्याने सदर गावठाणापासून २०० मीटर अंतरापर्यंतचे क्षेत्र (सुमारे ०.५३ एकर) विशेष नगर वसाहत प्रकल्पातून वगळण्यात यावे.
- ७) विशेष नगर वसाहतीच्या प्रस्तावास गरजेनुसार वाणिज्य व शैक्षणिक वापर अनुज्ञेय असला तरी त्यांचे प्रमाण मंजूरी देताना ठाणे मनपाने निश्चित करावे.
- ८) सदर विशेष नगर वसाहत प्रकल्पातून नाला जात असून सदर नाल्यापासून उच्चतम पूर रेषा मिथारात घेवून आवश्यक ते अंतर ठाणे मनपाच्या सल्ल्यानुसार व विकास नियंत्रण नियमावलीतील तरतुदीनुसार सोडण्यात यावे, पूर रेषेमध्ये कोणतेही बांधकाम अनुज्ञेय करण्यात येऊ नये.
- ९) सदर जागात विद्युत, पाणी, ड्रेनज, रस्ते, या व अशा सर्व सोयी सुविधा विहित निकषानुसार प्रविण्याची जबाबदारी विकासाची राहिल तसेच प्रकल्पामुळे निर्माण



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होणा-या दैनंदिन घनकच-याची विल्हेवाट महाराष्ट्र प्रदुषण मंडळाच्या निष्काप्रमाणे करण्याची जबाबदारी विकासवाची राहिल.

१०) अर्जदाराने सादर केलेल्या माहितीनुसार प्रस्तावाखालील जमिनीबाबत त्यांनी भूख जमिन मालकांशी विकास करार केला असल्याची फागदपत्रे सादर केली आहेत. तथापि त्यापैकी कोणत्याही जमिनीचा विकास हक्क /मालकी हक्क अर्जदारांमध्ये असल्याचे निष्पन्न झाल्यास सादर लोकेशनल विलअंन्स रद्द समजण्यात येईल.

११) विशेष नगर वसाहतीच्या हद्दीतील विद्यमान चहिवाटीचे रस्ते अशाच प्रकारे विकारा योजनेतील रस्ते जनतेसाठी खुले ठेवण्यात यावेत.

१२) विशेष नगर वसाहतीतील सिआरझेड मधील भन्प्रोव्हजचे योग्यरीत्या अन्वय घेण्यात यावे तसेच सिआरझेड मधील जमिनीचे सिआरझेड नियमानुसार संवर्धन करणारात यावे

१३) सादर प्रस्तावामध्ये सुमारे १२.५४ एकर शासकीय जमिन असून सादर शासकीय जमिन लेटर ऑफ इन्टेन्टपूर्वी मंजूर करून घेण्याची कार्यवाही अर्जदार कर्पनीने करावी.

१४) विशेष नगर वसाहत प्रस्तावांतर्गत अंतर्भूत टाऊन सेंटरचा विषय दिनांक २८/८/२००८ च्या सुचनेन्वये प्रसिध्द नियमानुसार / कलाम ३७ (२) अन्वये मंजूर नियमानुसार करणे आवश्यक राहिल. तसेच टाऊन सेंटर आरक्षणाच्या क्षेत्रापैकी कारशेडने बाधित क्षेत्राबाबत अंतिम निर्णय होईपर्यंत सादर क्षेत्र अर्जदारास विकसित करून देणार नाही.

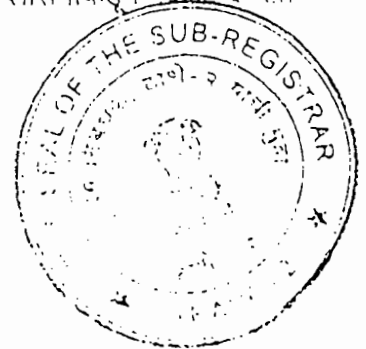
१५) यापूर्वी स्थलांतरित केलेल्या आरक्षण क्र.५५ पार्क (क्षेत्र ५.७९ हे.) या आरक्षणाखालील क्षेत्रावर भन्प्रोव्हज असल्याने सादर क्षेत्र प्रत्यक्ष मनोरंजनाच्या धोरणाखाली आणणे शक्य नाही त्यामुळे विशेष नगर वसाहत नियमातील नियम क्र.४ (ए)नुसार २० टक्के खुले क्षेत्र पार्क या आरक्षणाचे क्षेत्र वगळून ठेवणे बंधनकारक राहिल

१६) सादर विशेष नगर वसाहत प्रस्तावामध्ये भन्प्रोव्हज, पाईपलाईन, माला वगळून शोन या सारख्या अन्यबाबी समाविष्ट असल्यामुळे नियमानुसार विशेष नगर वसाहत क्षेत्रामध्ये वगळावयाच्या क्षेत्राची अर्जदाराने लेटर ऑफ इन्टेन्ट पूर्वी तालुका निरीक्षक भुमी अभिलेख कार्यालयाकडून मोजणी करून घेणे आवश्यक राहिल. अशी अधिकृत मोजणी झाल्यानंतर वगळावयाचे क्षेत्र कमी करून विशेष नगर वसाहतीखालील क्षेत्र १०० एकर पर्यंत कमी झाल्यास सादर लोकेशनल विलअंन्स आपोआप रद्द होईल.त्यामुळे लेटर ऑफ इन्टेन्ट देण्यापूर्वी आयुक्त,ठाणे महानगरपालिका यांनी याबाबतची खातरजमा करावी.

१७) विशेष नगर वसाहत प्रस्तावाखालील जमिनीपैकी सुमारे १०.५० एकर क्षेत्र भन्प्रोव्हजखालील असल्याने सादर क्षेत्र विशेष नगर वसाहत प्रस्तावातून वगळावण्यात यावे.

१८) प्रस्तावित विशेष नगर वसाहत क्षेत्रापैकी सुमारे ५ एकर (२०,००० चौ.मी.) क्षेत्र ना.ज.क.धा अधिनियमान्वये अतिरिक्त उर्वरिण्यात आले आहे.याबाबत मा.उच्च न्यायालयात याचिका प्रलंबित आहे.अर्जदारांनी दिनांक १/१/२००८ च्या पत्राने सादर केलेल्या बंधपत्रामध्ये मा.उच्च न्यायालयात दाखल याचिकेचा निकाल त्यांच्या विषय गेल्यास सादर २०,००० चौ.मी.जमिन प्रचलित बाजारमुल्याने शासनाकडून विकत घेण्यात

१३०



ट न न - २
दस्त क्रमांक. ११२४८ / २०१६
१५५ / १६८

येईल अर्ज नमूद केले आहे, सबब वरील प्रमाणे न्यायालयीन निर्णय अर्जदारांच्या विरुद्ध गेल्यास सदर जमिनी अर्जदार कंपनीस प्रचलित कायदांनुसार खरेदी कराव्या लागतील. (१९) विशेष नगर वसाहत प्रकल्पाखालील जमिनीपैकी बकर 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 प्रकल्पाच्या पर्यावरण विभागाच्या दिनांक १९/२/१९९१ च्या अधिसूचनेतील मार्गदर्शक तरतुदांनुसार व त्यामध्ये वेळोवेळी करण्यात आलेल्या सुधारणानुसार करण्यात यावा. (२१) तसेच विशेष नगर वसाहत प्रकल्पाखालील जमिनीमधून मुंबई महानगरपालिकेची व ठाणे महानगरपालिकेची (एमआयडीसी व शाहड-टेम्पलर पाणीपुरवठा प्रकल्प) विद्यमान ठाणे महानगरपालिकेची (एमआयडीसी व शाहड-टेम्पलर पाणीपुरवठा प्रकल्प) विद्यमान गहाधारिणी जात असून सदर जल वाहिनीखालील क्षेत्राची मालकी अर्जदाराकडे दिसून येते तसेच सदर जमिनी संबंधित महानगरपालिकेकडून संपादीत झाल्याचे दिसून येत नाही. त्यामुळे या जमिनी जमिन मालकांने संबंधित महानगरपालिकांना विना मोबदला हस्तांतरित केल्यास त्या क्षेत्राचा चटई क्षेत्र निर्देशांक अनुज्ञेय करण्यात यावा.

टिप :-

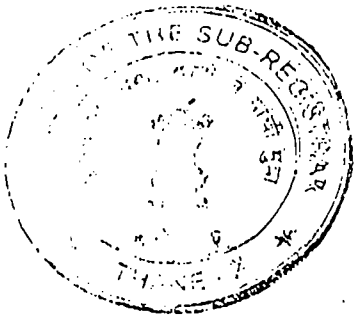
(१) अधिसूचित विशेष नगर वसाहत प्रकल्पाखालील खाजगी व शासकीय जमिनीचा तपशिल सोबत जोडलेल्या प्रपत्रामध्ये नमूद केलेला आहे.
 (२) अधिसूचित विशेष नगर वसाहतीच्या जमिनीचा सविस्तर तपशिल दर्शविणारे "प्रपत्र" तसेच विशेष नगर वसाहतीच्या हद्दी दर्शविणारा नकाशा नागरीकांच्या अवलोकनासाठी कार्यालयीन वेळोवेळी कार्यालयीन 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 व वेबसाईटवर उपलब्ध राहिली.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नांवाने

(अशोक बा. पाटील)
 कार्यासन अधिकारी



ह व ज - २
दस्त क्रमांक ११२४८ / २०१६
१५६ / १७८

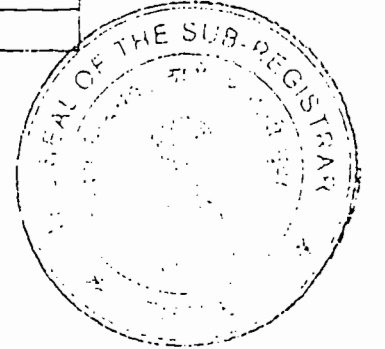
"प्रपत्र"

शासन अधिसूचना क्रमांक-मृगस/टिपीएस-१२०७/२२०/प्र.क्र.५४१/०८/
नवि-१९ दिनांक २४ ऑगस्ट २००९ चे सहप्रपत्र.

मे.कॅपस्टोन फन्ड्रेशन प्रा.लि.यांनी मोजे भाजिवडे ता.जि.ठाणे येथील
विशेष नगर वसाहत प्रस्तावाखालील जमिन अधिसूचित क्षेत्राचा तपशिल.

अ.क्र	सखे क्र.	हिस्सा नं.	७/१९ प्रमाणे क्षेत्र (चौ.मी.)	टाऊनशीप जंतागत क्षेत्र (चौ.मी.)
१	१२	१	१४९०	९६०
२		२	४३२०	४३२०
३		३	३६२०	३६२०
४		४	३२४०	३२४०
५	१३	१	७३०	७३०
६		२	८१०	८१०
७		३	६३०	६३०
८	१४	१	३२४०	३२४०
९		२	३००	३००
१०		३	३२१०	३२१०
११		४	१५२०	१५२०
१२		५	३३६०	३३६०
१३	१६	२अ	१९३०	१९३०
१४		३	२७९०	२७९०
१५		४	१०६०	१०६०
१६		५	२०२०	२०२०
१७		६	५८०	५८०
१८	१७	३	१३७०	१३७०
१९		४अ	३२७०	३२७०
२०		५	९९०	९९०
२१		६अ	२२७०	२२७०
२२	१८	३अ	६६०	६६०
२३		४अ	२६०	२६०
२४		६अ	१३०	१३०
२५	१९	१अ	९२०	९२०
२६		२अ	२१५०	२१५०
२७		३अ	२२८०	२२८०
२८		४अ	२१८०	२१८०
२९		५अ	९९०	९९०
३०	२०	१	१८०	१८०
३१		२	३५०	३५०
३२		३	४६६०	४६६०

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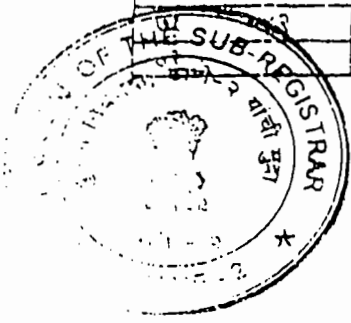


हेतू - २

मार्ग क्रमांक १११ - १११ - १२०१६

१५/१० / २००९

23		4	1890	1890
24	21	1	1400	1400
25	20	2	8000	8000
26	20	3	8200	8200
27	24	2	1020	1020
28		2	1320	1320
29		3	4150	4150
30		4	1800	1800
31		5	130	130
32		6	230	230
33		0	300	300
34		1	330	330
35	25	2	320	320
36		2	1300	1300
37		3	1300	1300
38		4	2330	2330
39		5	140	140
40		6	2000	2000
41		0	3100	3100
42	26	1	2200	2200
43		2	830	830
44		3	4150	4150
45		4	2100	2100
46		437	950	950
47		5	1290	1290
48		037	3020	3020
49		937	980	980
50	27	137	1080	1080
51		2	300	300
52	28	1	1400	0
53	28	2	110	302
54		3	3890	40
55		4	3010	111
56		5	340	340
57		6	4200	0
58		0	3590	1251
59		1	3080	0
60		2	6550	1445
		1	330	330
		2	980	980

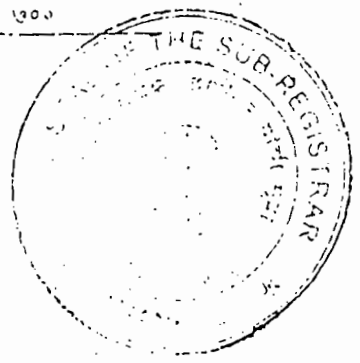


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त ल न - २
 २२ अगस्त १९६६
 १५८ १९७८

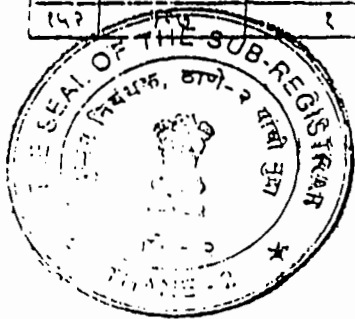
193		3	2340	2340
194		4	430	430
195		4	420	420
196		5	2280	2280
197		6	2400	2400
198	83	7	2300	2300
199		7	2240	2240
200		8	2200	2200
201		8	2280	2280
202		9	2200	2200
203		9	2280	2280
204		10	2030	2030
205		10	2280	2280
206		11	2280	2280
207		11	200	200
208		12	200	200
209	88	12	200	200
210		13	2040	2040
211		13	2040	2040
212		14	2220	2220
213		14	2220	2220
214		15	2220	2220
215	84	15	220	220
216		237	2000	2000
217		3	200	200
218		431	230	230
219		431	240	240
220		631	2220	2220
221		631	2280	2280
222		9	2220	2220
223		10	200	200
224	85	131	2280	2280
225		7	200	200
226		131	2280	2280
227		131	200	200
228		131	200	200
229		131	200	200
230		131	200	200
231		131	200	200
232	86	131	200	200

80



80 - 2	
दिनांक 9/9/2018	2018
948	960

113		337	2850	2850
114		4	2000	2000
115		5	2000	2000
116		6	2070	2070
117		7	200	200
118		8	1450	1450
119	४८	९	३८०	३८०
120		१०	४८०	४८०
121		११	९६०	९६०
122		१२	१९२०	१९२०
123		१३	४२२०	४२२०
124		१४	१८०	१८०
125		१५	२३००	२३००
126		१६	१४२०	१४२०
127	४९	१७	२०४०	२०४०
128		१८	११०	११०
129		१९	१८०	१८०
130	५०	२०	३०९०	३०९०
131		२१	४०२०	४०२०
132		२२	१८७०	१८७०
133	५१	२३	२१५०	२१५०
134		२४	५६०	५६०
135		२५	३९५०	३९५०
136		२६	३९५०	३९५०
137		२७	५७३०	५७३०
138		२८	५२००	५२००
139		२९	३४९०	३४९०
140		३०	४७३०	४७३०
141		३१	१३७०	१३७०
142	५२	३२	६१०	६१०
143		३३	३४४०	३४४०
144		३४	६१०	६१०
145		३५	४०४०	४०४०
146	५३	३६	३००	३००
147		३७	३००	३००
148		३८	३८३०	३८३०
149		३९	४१०	४१०
150		४०	४००	४००
151	५४	४१	२६००	२६००
152		४२	१०१०	१०१०

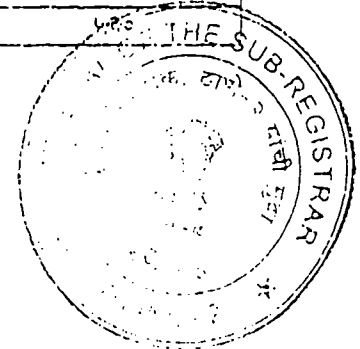


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पटना - २
दस्तावेज क्रमांक ११८४२ / २०१६
१६० १७८

१५३	३२७	२ अ	१८६००	१८६००
१५४		२ ब	४८६०	४८६०
१५५		२ क	५०६०	५०६०
१५६		२ ड	१८०	१८०
१५७		२ ई	४२५०	४२५०
१५८		२ फ	५१०	५१०
१५९		२ ग	१०६०	१०६०
१६०		२ घ	१७५०	१७५०
१६१		२ ङ	५६०	५६०
१६२	३२७ क	४	१५०	१५०
१६३	३२८	१	२००	२००
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 ई	२८६०	२८६०
१७०		३ फ	११०	११०
१७१		३ ग	५४९०	५४९०
१७२		३ घ	५१०	५१०
१७३		३ ङ	८६०	८६०
१७४	३२९	१	५१०	५१०
१७५		२	७०८०	७०८०
१७६		३	८८३०	८८३०
१७७		४	२००	२००
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	३५१०	३५१०
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

३७५



दस्तावेज - २
 दस्त क्रमांक. ११९९४६ / २०१६
 ७६९ / १७८

१९३		१४	१५०	१५०
१९४		१५	११०	११०
१९५		१६	१४२०	१४२०
१९६		१७	१४०	१४०
१९७	३८३	---	२४४१०	२४४१०
१९८	४२३ अ	१७	११०	११०
१९९		१८	३३४०	३३४०
२००		१९	४९७०	४९७०
२०१		१९	४६६०	४६६०
२०२		१९	४१५०	४१५०
२०३		१९	४२६०	४२६०
२०४		१९	१९२०	१९२०
२०५		१९	१०३०	१०३०
२०६	४२३ फ	१०	३०३०	८४५
२०७	४२४ अ	१७	१७२०	१७२०
२०८		१८	३४४०	३४४०
२०९		१९	३१४०	३१४०
२१०		१९	४००	४००
२११	४२४ क	६	१७५४७	११५०
२१२	३८६ प्रामाणिक गोपनीय	१	५०७५१.९६	४८७६८.९६
		एकूण	५२७०१८.९६	४८२००९.९६

विशेष नगर वसूलात अंतर्गत क्षेत्र ४८२००९.९६ चौ.मी. = ११९.१३

एकार



कक्ष अधिकारी, महाराष्ट्र शासन
नगर विकास विभाग
मंत्रालय, मुंबई-४०० ०३२





ट न व - २
दस्त क्रमांक. ११९१८ / २०१६
५६२ / ५७८

कुलमुख्यालयपत्राचे घोषणापत्र

मी, श्री. श्रीमती / सौ. जेहिंदन बटलीवाला या द्वारे घोषित
करतो की, दुय्यम गिबंधक ठाणे- २ याचे कार्यालयात

कशरनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला

आहे. श्री. श्रीमती / सौ. पद्मी चौधरी य हतार यांनी

दिनांक २४/०५/१० रोजी मला दिलेल्या कुलमुख्यालयपत्रांच्या आधारे मी, सादर दस्त

नोंदणीस सादर केला आहे / गिष्यादीत करून कबूलीजबाब दिला आहे. सादर

कुलमुख्यालयपत्र लिहून देणार यांनी कुलमुख्यालयपत्र रद्द केलेले नाही, किंता

कुलमुख्यालयपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंता अन्य

घोणत्याही कारणानुळे कुलमुख्यालयपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुख्यालयपत्र

पूर्णपणे वेध असून उपरोक्त कृती करण्यास मी पूर्णतः संक्षम आहे. सादरचे कथज चुकीचे

आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिर्षेस मी वात्र राहीन

घाची मला जाणीव आहे.

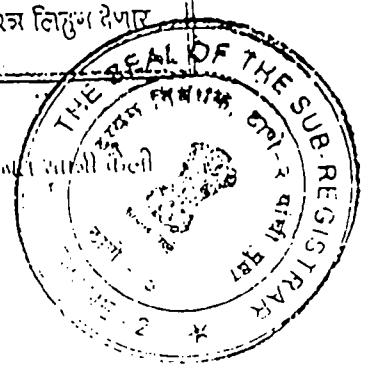
दिकाण :
लिहायक :

B. G. Walle
सही
कुलमुख्यालयपत्राचे घोषणापत्र लिहून देणार

मी सादर कुलमुख्यालयपत्राचे सत्याते विषयी सपूर्ण कोळी आहे. तसेच वेधलेबाबत साही वेध

आहे.

P. D. T.
सही



दस्त क्रमांक - ११ / २०१६
२६३ / १९९

2010

Original
नोंदणी 30 म.
Region 08/M

पावती

पावती क्र. : 5762

कारण क्रम अक्षरी

दिनांक 24/05/2010

दस्तावेजाचा अनुक्रमांक वलर 1 - 05731 - 2010

दस्तावेजाचा प्रकार पुस्तकारनामा

साधर कारणाचे नयांकारणेन कार्यालय प्रो.शि.पे.सं.सं.पती दीवरी

नोंदणी फी	-	100.00
नयकास (अ. 11(1)), पुष्पाकनाती नयकास (अ. 11(2)), राज्यात (अ. 12) व चांयाचित्रण: (अ. 13) -> एकत्रित फी (10)	-	200.00
एकूण	रु.	300.00

आपणारा हा दस्त अंदाजे 11:06AM ला येवेल भिळेल.

साध. दुय्यम निबंधक

पाजार शुल्क: 0 रु.

मोबदला: 0 रु.

सुभ्र उपाचार क्रि.सं.

भरलेले मुद्रण शुल्क: 500 रु.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 25/5/2010



ह. नं. - 2
दस्त क्रमांक 99-88-2096
988 / 960

Customer's Copy

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

Branch: **9851** Date: **15-5-10**

Pay to: Accl. 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. High
Bisleri Compound Andheri (E) mumbai

Tel./ Mobile No. **65750889**

Desc. of the Document: **POA**

DD/Cheque No.: _____

Drawn on Bank: _____

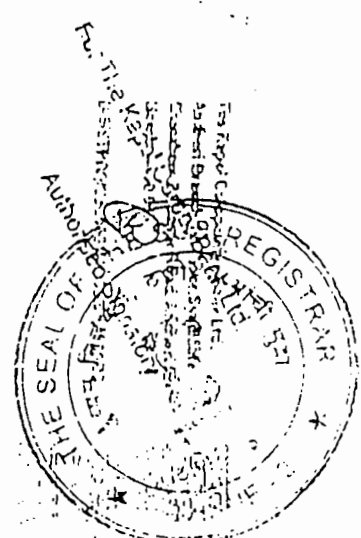
DOCUMENTS (For Bank's Use Only)

Trans ID: **REN** A264 Rs. _____
 PL-546 Rs. _____

Franking Sr. No. **0809**

Cashier _____ Officer _____

527-14
 403719



POWER OF ATTORNEY

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

(81)

2 नवंबर - 2

दस्त क्रमांक. 99-282 / 2009

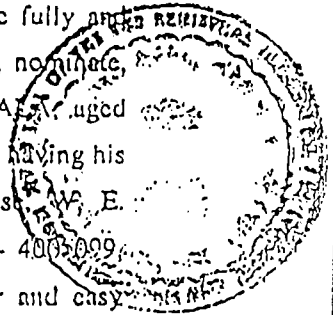
SEY / 960

THE SEAL OF THE REGISTRAR
 00005004-688805
 13/5/10
 MAY 15 2010

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.

दस्तावेज क्रमांक - ११२४
 १२/१२/१९९०

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 set out 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, Biseri Compound, Andheri (E), Mumbai - 400 099, 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.

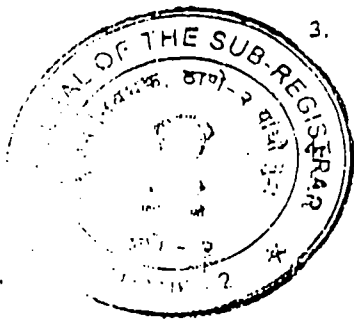


1. To execute and admit execution before the sub - registrar Thane, the Agreement to be executed by me as Director of the Company.
2. To apply for and receive certified copies of the document, Index II certificate and receive back the duly registered original Documents for and on my behalf and to give effectual discharge or acknowledgement to receipt of such documents and or copies.
3. To complete every formality for registration of any document or Agreement or Indenture wherein I sign as the Director of the company.

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.

8

2



दस्तावेज क्रमांक - ११२४
 दस्त क्रमांक ११२४ / २०१९
 १२ / १२ / १९९०

5. I have lodged this Power of Attorney for due registration
the office of the Sub - Registrar Bandra, Mumbai.
Date- 21/05/10

बंदर-२
५७३९/३
२०१०

Percy S. Chowdhry

PERCY S. CHOWDHRY



Rohinton Batliwala
ROHINTON BATLIWALA

1) विवेक बल्लोरा विवेक



ट न न - २
दस्त क्रमांक. ११६०८ २०१०
३६१० १०६

महानगर टेलीफोन निगम लिमिटेड, मुंबई
MAHANAGAR TELEPHONE NIĞAM LIMITED, MUMBAI.

महानगर टेलीफोन निगम लिमिटेड / Telephone Nilıı Roll
 Regd. office : Jawan Board, Tower - 1, 12th Floor, 124, Connaught Circus, New Delhi - 110001

GARUDA *colophon*

Name & Address : KARSTONE CONSTRUCTION PVT LTD MC HOUSE INDIA, OFF WESTERN EXPRESS DISLEN COMPOUND ANDHERI EAST MUMBAI 400 029	कॉल गेट नंबर : कस्टोन कंस्ट्रक्शन प्रा लि गेल्फोर्डी हिल्स अरा नगर ऑफ वेस्टर्न एक्सप्रेस डिस्लेन कॉम्पाउंड अंधेरी पूर्व मुंबई - 400009	SL: 00232044	बिलिंग काल Billing Period 29/05/2010 - 29/05/2010
21002763961100635110000520100002204		Admin	दुर्तमान मूल्य Due Date 29/05/2010
21002763961100635110000520100002204			दुर्तमान मूल्य Amount Payable 7204.00

टेलीफोन नं. Telephone No.	गणक काला नमबर C.A. No.	बिल नं. Bill No.	बिल की तारीख Bill Date	श्रेणी श्रेणी Category Class	मूल्य योजना Tariff Plan	ग्रुप कोड Group Code	वर्तमान मूल्य Current Charges
25383586	2100276396	1100635100	00/05/2010	NON-OVT GENERAL	Plan: 1000		
खोलत मीटर रीडिंग Opening Meter Reading	बंदित मीटर रीडिंग Closing Meter Reading	मोडरन कोड Modern Code	डिबिट कोड Debit Code	क्रेडिट कोड Credit Code	फ्री कॉल Free Calls	वर्तमान मूल्य Current Charges	वर्तमान मूल्य Current Charges
35174	37046	1674	0	0	1474	0	0
Details of Payments received after last bill Bill Date: 22/03/2010 Bill Amt: 2204.00 Due Date: 29/03/2010 Paid Date: 26/03/2010 Paid Amt: 2204.00							Monthly Service Charges: 1995.00 Govt Charges: 0.00 Broadband Monthly Service Charges: 200.00 Unlimited Broadband: 3.00 Monthly CPE: 9.00 Other: 0.00 Total: 2177.00
S17 - 150 Details: Calling no. Called to no. Call Date End Time Duration Charge Calls 02353691770 02353691770 10/04 10:00:42 1:02 2 02353691770 02353691770 10/04 13:19:06 7:3 1 09691272602 15/04 16:54:00 4:1 1 09691272602 22/04 17:25:10 6:2 2 09691272602 23/04 10:05:15 2:53 1 02353691770 24/04 16:00:10 2:1 1 09691272602 25/04 18:02:01 2:2 5							
E A O. N. MTL MUMBAI SERVICE TAX REON NO.: AAAGMO820761001 CONSOLIDATED STAMP DUTY PAID BY ORDER NO. MUDRAIK 01:5281 UCR 1:261 Dated 30/08/2009 Cheque / DD should be drawn in favour of "MTNL MUMBAI" 2100276396							

Surf Unlimited with Unlimited Broadband
 Now Freedom of Unlimited download with limited Monthly bill
 Unlimited Broadband plans - 250 Kbps, 500 Kbps, 1024 Kbps, 1MBps, 2MBps & 4MBps.



O. A. No.	Bill No.	Bill Date	Amount Payable	Received
2100276396	1100635100	29/05/2010	2177.00	70.00
25383586	0100276396	In: 30/05/2010	4	2177.00

दस्तावेज क्रमांक ९९/२०१०
 २६/५ / ९७८

29/05/2016
720-100

PERMANENT ACCOUNT NUMBER
ABGPB9181N



NAME
ROHINTON JEHANGIR BATLIWALLA

FATHER'S NAME
JEHANGIR NAOROWJI BATLIWALLA

DATE OF BIRTH
03-04-1950

SIGNATURE

Rohinton

Commissioner of Income Tax


403914



दस्तावेज - २
दस्तावेज क्रमांक. १११११/२०१६
११११ / ११११

बदर-१
५७३९

कुस्तोजी
Come Home




Employee Code : 10055
Name : Sandeep Gowdu
Designation : Executive
Department : Customer Support
Blood Group : B +ve

[Signature]
Authorized Signatory



कुस्तोजी
Come Home



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

[Signature]
Authorized Signatory

Instructions

1. Employees are expected to carry this card with them while on duty & produce the same on demand.
2. This card is non-transferable and it shall be surrendered on leaving the company premises at the demand of the authority.
3. Loss of this card must be reported in writing to the issuing authority immediately.
4. In case of loss, a new card will be issued upon the payment of Rs. 100/-.

[Small text regarding lost card procedure]



दस्तावेज क्रमांक ९७० / १७८

9639

PERMANENT ACCOUNT NUMBER
AAFPC4467Q



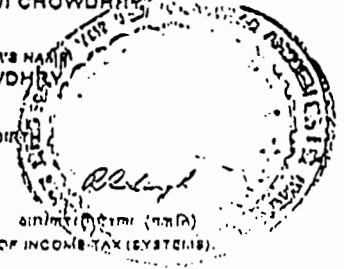
THE NAME
PERCY SORABJI CHOWDHRY

THE FATHER'S NAME
SORABJI CHOWDHRY

DATE OF BIRTH
14-02-1971

SIGNATURE

[Signature]



DIRECTOR OF INCOME TAX (SYSTEMS)



6

र - २	
दस्तावेज क्रमांक. ११	२०६६ / २०१६
१६७	१७८

REGISTRATION DEPARTMENT

5731/2010
दुष्पम निबंधक
09/02/2010 08:00 AM
अधिसूची 1, (मंजूर)

दस्त गोषवारा भाग-1

बदर 1
दस्त क्र 5731/20

दस्त क्रमांक: 5731/2010
दस्ताचा प्रकार: मुळदफतरनामा

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ
1. पक्षकाराचे नाव व पत्ता [Name and address details]	लिहून देणार वय 39 साही		
2. पक्षकाराचे नाव व पत्ता [Name and address details]	लिहून देणार वय 80 साही		

43

बदर-3
5731/20
2010



(मिळविल्यावर) दस्तऐवजाच्या मूळप्रत दिव्याचे फोटो घ्यावे.

1 OF 1

दस्त क्रमांक. 5731/2010
962 / 965

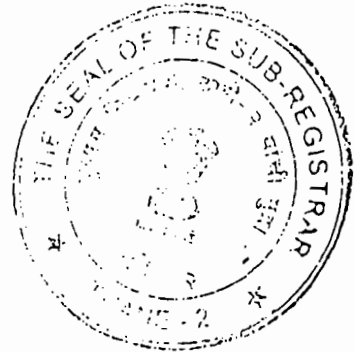
Pre-Registration summary(नोंदणी पूर्व गोषवारा)

Valuation ID		2016101471		मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		14 October 2016,09:53:48 AM	
मूल्यांकनाचे वर्ष	2016	जिल्हा	ठाणे	मूल्य विभाग	तालुका ठाणे	उप मूल्य विभाग	6/28-4क) ठाणे खाडी लगतचा माजिकडे गावचा संपूर्ण भाग सर्व नंबर
क्षेत्राचे नांव	Thane Municipal Corporation	सदर नंबर /न भू क्रमांक		सदर नंबर#14			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खूली जमीन	निवासी सदनिका	कार्यालय	दुकान	औद्योगिक	मोजमापमाचे एकक	ची मीटर
28300	78500	86700	128900	86700			
बांधीव क्षेत्राची माहिती							
मिळकतीचे क्षेत्र-	110.52 चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव		
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय	0 TO 2वर्ष	मूल्यदर/बांधकामाचा दर-	R= 78500/-		
उद्देवाहन सुविधा	आहे	मजला	1st To 4th Floor				
प्रकल्पाचे क्षेत्र	Less than 2 Hectors						
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= (वार्षिक मूल्यदर * घसा-यानुसार नविन दर) * मजला निहाय घट/वाढ					
		= (78500 * (100 / 100)) * 100 / 100					
		= Rs.78500/-					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर		= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर)					
A) मुख्य मिळकतीचे मूल्य		निवासी सदनिका करीता प्रती चौ. मीटर दर = R= 78500/-					
		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
		= 78500 * 110.52					
		= R= 8675820/-					
E) बंदिस्त वाहन तळाचे क्षेत्र		27.52 चौ. मीटर					
बंदिस्त वाहन तळाचे मूल्य		= 27.52 * (78500 * 25/100)					
		= R= 540080/-					
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + सेडिमाईन मजला क्षेत्र मूल्य + लगतच्या गावचीचे मूल्य + बंदीव गावचीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोंवतीच्या खुल्या जागेचे मूल्य					
		= A + B + C + D + E + F + G + H					
		= 8675820 + 0 + 0 + 0 + 540080 + 0 + 0 + 0					
		= R= 9215900/-					

Home

Print

००० - २
२०१६/२०१६
१०५ / १०६



आयकर विभाग
INCOME TAX DEPARTMENT
KUNAL ENDAIT



भारत सरकार
GOVT. OF INDIA

PRALHAD PANDURANG ENDAIT

02/09/1983
Permanent Account Number
AAPPE3042B

Signature

Pradit



आयकर विभाग
INCOME TAX DEPARTMENT
ROHINTON JEHANGIR BATLIWALLA
PRIVATE LIMITED
23/04/2008
Permanent Account Number
ABGGB9181N

PERMANENT ACCOUNT NUMBER
ABGGB9181N



नाम (NAME)
ROHINTON JEHANGIR BATLIWALLA
पिता का नाम (FATHER'S NAME)
JEHANGIR NAOROWJI BATLIWALLA

03-04-1950
Batliwalla

आयकर विभाग
INCOME TAX DEPARTMENT
SANTOSH SARJERAO SATALE
SARJERAO BARU SATALE
23/03/1985
Permanent Account Number
CJLPS1750P
Signature

भारत सरकार
GOVT. OF INDIA



PERMANENT ACCOUNT NUMBER
ABAPH7203D



नाम (NAME)
VIJAY PRAKASH HIREMATH
पिता का नाम (FATHER'S NAME)
PRAKASH KALLAYYA HIREMATH

जन्म तिथि (DATE OF BIRTH)
28-09-1976

हस्ताक्षर (SIGNATURE)

Hiremath



ट व न - २
दस्तावेज क्रमांक ११८८८
१०४ / १०८

Summary-2(दस्त गोषवारा भाग - २)



14/10/2016 10 20:09 AM

दस्त गोषवारा भाग-2

दनन2 १७८/१७८
दस्त क्रमांक:11946/2016

दस्त क्रमांक :दनन2/11946/2016

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठपाचा ठसा
1	नाव:मे. कॅपस्टोन कॅम्ब्रिजशन्स प्रा.ली.चे संचालक श्री.पर्सो चौधरी तर्फे कुलमुद्रित्यार श्री.रोहित बाटलीवाला पत्ता:प्लॉट नं: 702, माळा नं: 7, हमारतीचे नाव: नटराज, ब्लॉक नं: एम व्ही रोड जंक्शन, रोड नं: वेस्टर्न एक्सप्रेस हायवे,अंधेरी, महाराष्ट्र, मुम्बई. पिन नंबर:AACCK3513F	विहून देणार वय :-66 स्वाक्षरी:- <i>Balivalle</i>		
2	नाव:कुणाल अंडाशत पत्ता:601/बी, -, अटलांटीस अपार्टमेंट, हायपर सिटी मॉल च्या मागे, कासारवडवली, घोडबंदर रोड, ठाणे पश्चिम, कासारवडवली, MAHARASHTRA, THANE, Non-Government. पिन नंबर:AAPPE3042B	विहून देणार वय :-33 स्वाक्षरी:- <i>Phdaif</i>		

बरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्रा क्र.3 ची वेळ:14 / 10 / 2016 10 : 11 : 20 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठपाचा ठसा
1	नाव:विजय हिरेमठ वय:40 पत्ता:राजबहादूर कंपाउंड, ऑफिस नं.111, 2 रा माळा, अंबालाल दोषी मार्ग, मुंबई. पिन कोड:400023	स्वाक्षरी <i>Vijay</i>	
2	नाव:संतोष एस. सटाले वय:30 पत्ता:702,नटराज,एम व्ही रोड जंक्शन,अंधेरी पूर्व पिन कोड:400069	स्वाक्षरी <i>Santosh</i>	

पुढील करारनामा येते तिचे दस्त
... ११९४६ असे १७८
... ११९४६ असे १७८

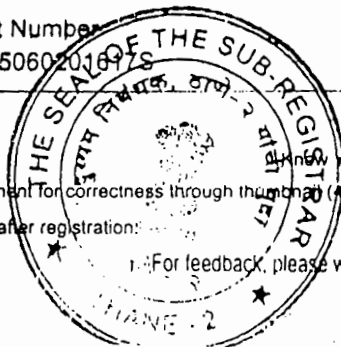
शिक्रा क्र.4 ची वेळ:14 / 10 / 2016 10 : 11 : 58 AM

शिक्रा क्र.5 ची वेळ:14 / 10 / 2016 10 : 18 : 43 AM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Thane 2

EPayment Details.

Sl. No. Epayment Number MH0050750602016975 Defacement Number 0002908179201617



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11946 /2016