months from grant of Commencement Certificate and demolition of existing structure, subject to *force majoure* as contemplated in which case the said time shall be extended till the circumstances mentioned prevail. The Developer shall endeavour to obtain the OC within the said period of 24 months but shall have 6 months grace period for the purpose of OC after completion of building. The entire construction of the said new building shall be carried out by the Developers under the supervision of the Architects appointed by the Developer and RCC Consultants to be appointed by the Developers.

22. The Developers shall also be entitled to put up their name board on the said property including appointing selling Agents for the sale of flats and other premises [illegible] spaces in respect of the Developers building [illegible] their remuneration/commission only after the OWNERS have allotted the entire plot.

23. It has been specifically agreed between the parties hereto that the Developers are entitled to sell the said new premises/flats constructed by them and available for sale at their discretion on ownership basis only after obtaining Commencement Certificate.

24. The Developers shall strictly adhere to the Rules and regulation of the Municipal Corporation of Greater Mumbai and the local Municipal Corporation of Greater Mumbai and the local authorities,

बदर-१६
१७८७ 20
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while constructing the new building. In the event, the Developers commit any breach as a result of which the OWNERS incur any loss or damage, the Developers shall indemnify and keep indemnified the OWNERS may suffer.

25. It is agreed that in the event the said Developers, contracts any loans or debts or borrows any money for carrying out construction on the said property, the same shall be at the sole responsibility of the said Developers and the said Developers shall guarantee and secure such loans or finance at its own risks and same shall never be as a lien on the said property or plot.

26. All parties to this Agreement shall comply with their part of the obligations mentioned herein duly and punctually.

27. All other taxes and/or charges and insurance premium payable including L.U.C. (Land Under Construction) taxes ad/or development charge etc., shall be paid by the Developers.

28. The Developers agree and undertake that they shall not assign, encumber and /or transfer the benefit of this Agreement or part thereof to any person or persons and or change the constitution.

बदर-१६
७७८ 129
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29. The Developers shall start the work of development on the said property as per the sanctioned plans by the Municipal Corporation for Mumbai and or any competent Planning authorities as the case may be and on obtaining the necessary approvals such as I.O.D. & Commencement Certificate are issued for the development and shall contain all necessary amenities, facilities including parking facilities as are required.

30. The layout of the building both interior and exterior as also the design and ambience shall be provided by the Developers as mutually agreed and decided by the parties. The said Developers shall provide and use material of superior quality and standards. The accessories, lifts, elevators, fire extinguishers, and other amenities shall be as per standard norms and standards. The Parties have agreed for the various amenities and facilities to be provided in the newly constructed premises particularly mentioned in the list of Amenities annexed hereto and marked as **Annexure "D"**.

i) The Parties agree that the constructed area shall mean the carpet area of the premises or tenements inclusive of balconies and (excluding flower bed, Dry Balcony, niches, the common areas, passages, pathways, terraces, or any other such amenities).

ii) All the common amenities such as Lift, Elevator, Fire Extinguisher, and other amenities that shall be provided at the

बदर-१६
३७७ | २२
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be erected by the Developers. The Developers hereby agree to join in such Deed as 'Confirming Party' if required. Such Deed or Deeds of Conveyance shall be prepared by the Advocates for the owner and approved by the advocates for the Developer or the flat purchasers

34. The Developer shall not be responsible to discharge the past liabilities towards taxes. If the developer paying any refundable deposits to the Municipal Corporation and / or any other concerned authorities in the course of development of the said property in the name of the owners, the Developers shall be entitled to the refund of such deposit in their own name. To enable the Developers to obtain the refund, the owners shall sign or execute all such writings as may be required by the Developers in that connection without raising any objection or requisition in that behalf.

35. Each of the parties shall be liable to pay their own Income Tax and Professional Tax or such other taxes as the respective parties are liable and shall indemnify the other against non-payment thereof.

36. The Developers hereto are expected to complete the construction within a period of 24 months or such time as may be mutually agreed, but subject to the act of god, war, violence, communal riot, strike, prohibition order or such contingencies which are beyond the control of the Developers.

बंदर-१६
१७८७ | २५
२०११

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37. It is expressly agreed that if any dispute or differences arises as between the parties hereto with respect to the subject matter of this Agreement or any Supplemental Agreement in furtherance hereto and / or for the interpretation of or enforceability of any terms or clause / clauses hereof, the parties shall appoint one arbitrator by the consent of both parties or each party shall appoint the respective Arbitrator and the Arbitrators shall appoint an Umpire under the provisions of the Arbitration and Reconciliation Act 1996 and the decisions of the Arbitration shall be final and binding. Notwithstanding the pendency of the Arbitral proceeding before the Forum, the parties shall continue to perform their part of the obligations and complete the construction, obtain Occupation Certificate and [illegible] to the respective flat Purchasers. All [illegible] Agreement shall comply with their part of the obligations contained herein duly and punctually.

SCHEDULE ABOVE REFERRED TO

All those place or parcel of Non Agricultural land and ground together with the structure and hereditaments situated at Survey in the structure and C.T.S. No. 857,857/1 857/2 in the revenue village Dahisar, Taluka Borivali, Mumbai Suburban District, admeasuring 520.85 Sq. yrds equivalent to 435.5 sq. mts. as per the property Register Card as more

बदर-१६	
१७८७	२५
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particularly demarcated by red strips on the Plan annexed hereto as Annexure "B" and bounded as follows :

On or towards East	:	by plot No. 854
On or towards West	:	by plot No. 856
On or towards North	:	by Road
On or towards South	:	by play Ground

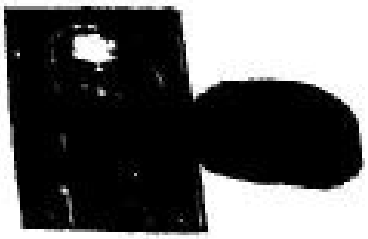
LIST OF DOCUMENTS ANNEXED TO THE AGREEMENT

SR. NO.	ANNEXURE	PARTICULARS
1.	A	Floor Plan
2.	B	Property Register Card

IN WITNESS WHEREOF the [illegible] and Subscribed their hands to these presents on the [illegible] year [illegible] have written.

SIGNED, SEALED AND DELIVERED by

The within named "OWNERS"



મેહુલ. ર. ઉપાધ્યાય

(1) SMT. MRUDULA RAMESHBHAI UPADHYAY

Upadhyay



(2) SHRI GHANSHYAM RAMESHBHAI UPADHYAY

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(3) SMT. RAJESHWARI HITESH ACHARYA
D/G LATE SHRI RAMESHBHAI UPADHYAY





(4) SHRI PRIYESH RAMESHBHAI UPADHYAY

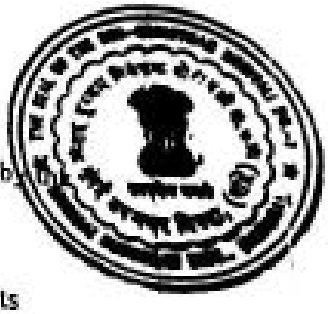




In the presence of witnesses

1. R. P. Upadhyay
2. Alkupadhyay

SIGNED, SEALED AND RECEIVED b

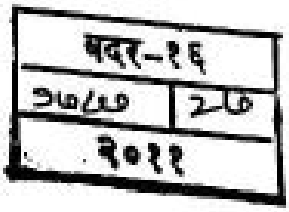


Within named "DEVELOPER"

M/S SAKSHI DEVELOPER, through its

For SAKSHI DEVELOPERS

Proprietor

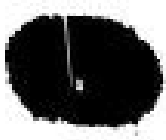


Proprietor SMT. SAKSHI DANT

in the presence of witnesses.....

1. Saurabh Dave
2. Sheilee Jain





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R E C E I P T

RECEIVED of And from M/S SAKSHI DEVELOPER through its proprietor SMT. SAKSHI GANT, a sum of Rs.40,00,000/- [Rupees Forty Lacs Only] as follows:

Sr. No.	Cheque No.	Amount [Rs]	Drawn in Favour of
1.	196929	2,00,000/-	Shri Ghanshyam R. Upadhyay
2.	196930	2,00,000/-	Shri Priyesh R. Upadhyay
3.	196931	1,00,000/-	Smt. Hrudula R. Upadhyay
4.	196932	35,00,000/-	Smt. Rajeshwari H. Acharya

All cheques drawn on HDFC Bank Ltd., Samarth Nagar Andheri [West] Humbai.

We say Received

Ghupadhyay

[1] SHRI GHANSHYAM RAMESHBHAI UPADHYAY.

[2] SHRI PRIYESH R. UPADHYAY

[3] SMT. HRUDULA RAMESHBHAI UPADHYAY

R.H. Acharya.

[4] SMT. RAJESHWARI HITESH ACHARYA
D/O LATE SHRI RAMESHBHAI UPADHYAY.

बदर-१६	
१७८७	२८
२०११	

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Tuesday, February 22, 2011
5:48:02PM

दस्त गोषवारा भाग-2

बदर-१६
दस्त क्रमांक : 1787 / 2011

दस्त क्रमांक :- बदर16 / 1787 / 2011

दस्तऐवज प्रकार :- अपार्टमेन्ट किंवा इमारती अभिलेख किंवा करार संकेतांक

बदर-१६
१७८७ | ४३
२०११

रिजवा क्र.3 पी पेज(कलमुखी) Feb 22 2011 5:48PM

रिजवा क्र.4 पी पेज(अंधेरा) Feb 22 2011 5:48PM

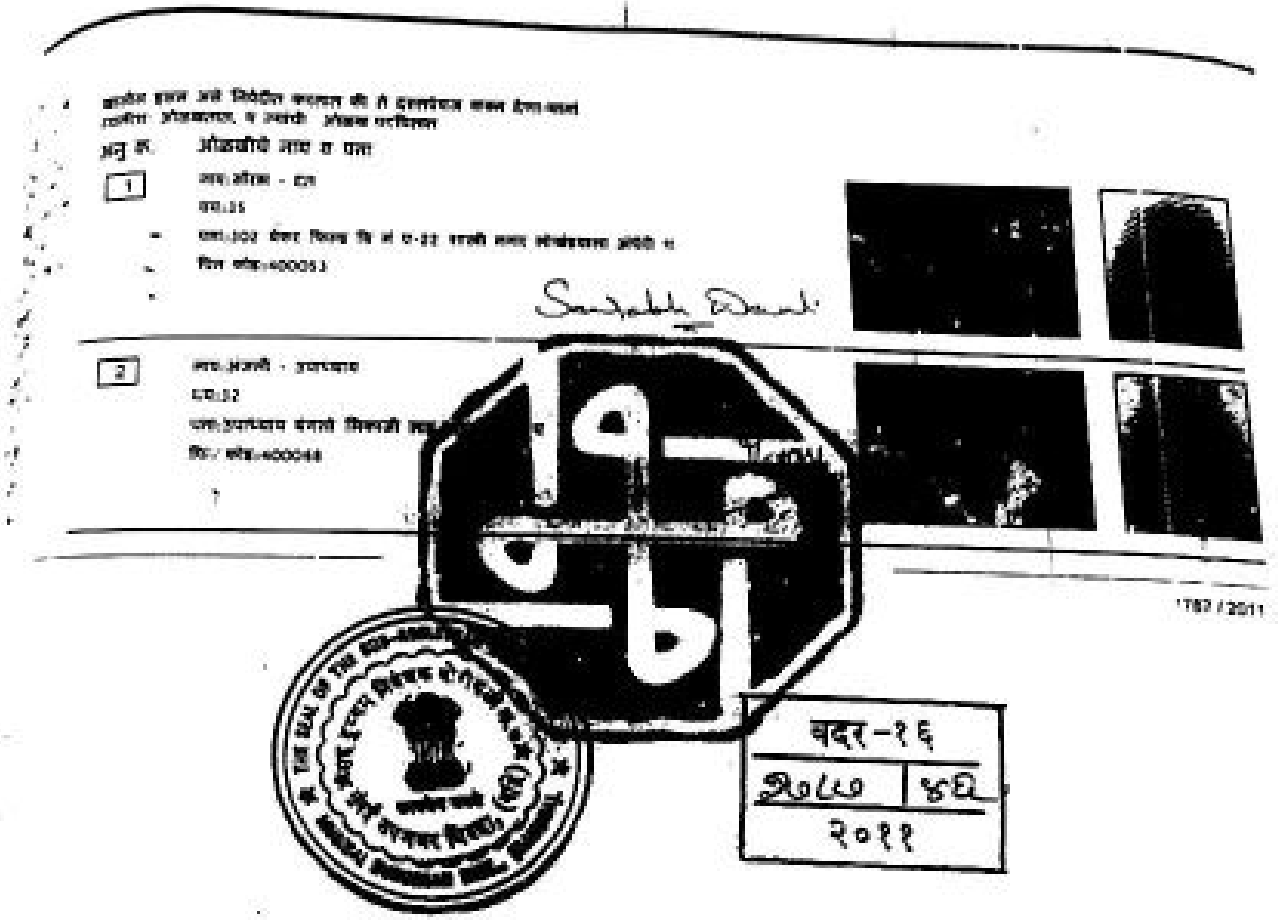
रिजवा क्र.5 पी पेज(दीदारी) Feb 22 2011 5:48PM

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे साकी डेव्हलपर्स चे पॉवर साकी - दंत पत्ता:302 सेक्टर नियंत्रक वि नं 9-22 साकी नगर लोखंडवाला पव :- 32 अंधेरी प पॅन नंबर:AIYPD1155P	Purchaser/Buyer/Executori		
2	नाव:सुदुल रमेशभाई उपाध्याय पत्ता:उपाध्याय बंगलो शिवाजी लाइ ऐक दहिसर प पॅन नंबर:ABRPU8377J	Seller/Executori		
3	नाव:जयेश रमेशभाई उपाध्याय पत्ता:उपाध्याय बंगलो शिवाजी लाइ पॅन नंबर:AAUPU7306	Seller/Executori		
4	नाव:गजेंद्री हितेश आचार्य प.ह.:उपाध्याय बंगलो शिवाजी लाइ ऐक दहिसर प पॅन नंबर:	Seller/Executori एज :- 46		
5	नाव:हीरेश रमेशभाई उपाध्याय पत्ता:उपाध्याय बंगलो शिवाजी लाइ ऐक दहिसर प पॅन नंबर:ABRPU9913E	Seller/Executori एज :- 45		

वरील दस्तऐवज करुन देणार तथाकथीत अपार्टमेन्ट किंवा इमारती अभिलेख किंवा करार संकेतांक या दस्त ऐवज करुन दिल्याचे कबुल केलत.

ओळख

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1787/2011

वदर-१६
३७७ | ४६
२०११

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दस्त नोंदवहा भाग-१

दस्त क्रमांक : बदर१६/१७८७/ २०११

बाजार मूल्य: रु.१५,२४२,५००/- मोबदला: रु.५,०००,०००/-

भरलेले मुद्रांक शुल्क: रु.५४२,२००/-

दु.नि.सह दु.नि बोरीवली 7 (अंधेरीकर) यांचे कार्यालयात

अ.क्र.१७८७ वर दि.22/02/2011

दि.5:44:58.000PM ह.हजर केला.

Sakshi

दस्त हजर करणा-याची सही :

सह.दुय्यम निबंधक बोरीवली-७,
बृहन्मुंबई उपनगर जिल्हा.

सह.दुय्यम निबंधक बोरीवली-७,
बृहन्मुंबई उपनगर जिल्हा.

पावती

दस्त क्रमांकाचे नक्कल/अ साक्षी देण्यासाठी दि बोरा ११वी - हा

नोंदणी फी : रु.३०,०००.०

दस्त हाताळणी फी : रु.१४०.०

पृष्ठांची संख्या : ४८

एकूण रु.३०,१४०.००

दिनांक क्र.1 Feb 22 2011 5:41PM ची वेळ:

दिनांक क्र.2 Feb 22 2011 5:42PM ची वेळ:(फी)

बदर-१६
१७८७ | ४७
२०११

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO.7

प्रमाणित करण्यात येते की, या
दस्तामध्ये एकूण ४७ पाने आहेत.
बदर...१६/१७८७ /२०११
पुस्तक क्रमांक १, क्रमांक.....वर
नोंदला.
दिनांक: 22 FEB 2011

सह दुय्यम निबंधक, बोरीवली क्र. ७,
मुंबई उपनगर जिल्हा.

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Tuesday, February 22, 2011
5:18:09 pm

सूची क्र. 2

दुय्यम निबंधक : बोरीवली 7 (बोरीवली)
दस्त क्रमांक : 1787/2011
बोरीवली 63
शिक्का, वेळ:

सादरकर्ता तपशील :- दस्तिवज

(1) दिनांकाचा प्रकार: भाडेकरार किंवा रजवटे अभिलेख किंवा भाडेकरार

(2) मोबदला: ₹.4,000,000/-

(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे): ₹.10,248,500/-

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास): सि.टी.एस. नंबर-सि.टी.एस. नंबर -- 857 पालिकेचे नाव: मुंबई वसई इतर वर्णन : जोडून व वगळण्यात ....-तिसरीचा भा 857 , 857-1 ते 857-2 चे क्षेत्र 5100.85 चौ मीटर म्हणजे 431.5 चौ.मी. सिमेंट दक्षिण .

(5) क्षेत्रफळ: 431.50 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात आलेल्या तेव्हा.

(7) दस्तऐवज करुन देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादीचे नाव व पत्ता.

1) नाव:- प्रकाश दोशाजी ठाकरसी वय: 68/पत्ता :-प्लॉट नंबर: 47/ए/2 :-प्लॉट नंबर: 46/ए/2 :-प्लॉट नंबर: 47/ए/2 :-प्लॉट नंबर: 46/ए/2 :-

(8) दस्तऐवज करुन देणा-या पक्षकाराचे व दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादीचे नाव व पत्ता

प्लॉट नं: 32; पाळा:-102 वेअर हिलस कि मी ए-32 वसई पॅन नं:-AIYPD1195P.

(9) दस्तऐवज करुन दिल्याचा दिनांक: 02/22/2011

(10) दस्त नोंदणी केल्याचा दिनांक: 02/22/2011

(11) अनुक्रमांक,खंड व पृष्ठ: 1787/2011

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क: ₹.762,200/-

(13) बाजारभावाप्रमाणे नोंदणी शुल्क: ₹.30,000/-

(14) शेरा

सही/-
सह. दुय्यम नि निबंधक बोरीवली क्र. ७
मुंबई उपनगर जिल्हा.

178

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