

to the 2(Two) Arbitrators, one to be appointed by the Owners and another to be appointed by the Developers with a liberty to the Arbitrators to appoint an umpire, and the entire arbitration proceedings shall be conducted as per the provisions of Arbitration and Conciliation Act of 1996, and the Rules framed thereunder from time to time. The arbitration proceedings shall always be held in Mumbai.

56. The Developers shall at its own costs construct building/s on the said properties and shall be entitled to entrust the building construction work to such person/s as it may think fit and proper and all the payments and expenditure in respect thereof shall be made and provided by the Developers and the Developers shall indemnify and keep indemnified the Owners against all such payments. The Developers shall be responsible for the fulfillment of the observance and performance of such building contract.

57. The parties hereto agree that the name of the said project shall be decided mutually and that the said name shall not be changed under any circumstances by the parties hereto and/or their successors in title, and this clause shall be incorporated in the agreement for sale to be executed in favour of the Purchasers of flats, shops, parking spaces and other premises in the development of the said property.

58. The Courts at Mumbai alone shall have jurisdiction in the matter.

59. The stamp and registration charges on this document shall be borne and paid by the Developers.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Borivli, in the registration district & sub district of Mumbai city and Mumbai Suburban bearing S.No.118 H.No.11 C.T.S. No. 917 admeasuring 1200.50 sq.mtrs, S No.118, H No.15 C.T.S. No. 920 admeasuring 629.90 sq. mtrs and S No.115, H No.8, C.T.S. No. 922 admeasuring 376.60 sq. mtrs making an aggregate of 2207.00 sq.mtrs. or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Borivli, in the registration district & sub district of Mumbai city and Mumbai Suburban bearing S No.118 H No.13 C.T.S No. 914 admeasuring 451.30 sq. mtrs, S.No.118 H.No.10 C.T.S No. 918 admeasuring 894.50 sq. mtrs, S.No.115 H.No.7 C.T.S. No. 924 admeasuring 783.70 sq. mtrs and S.No. 115 H.No.4 C.T.S. No. 932 admeasuring 326.10 sq.mtrs making an aggregate of 2455.60 sq.mtrs or thereabouts.

Contd.....

SIGNED SEALED AND DELIVERED]

by the withinnamed "Owners"]

M/S.GAURI ENTERPRISES] M/S.Gauri Enterprises

by the hands of its Partners]

Gurugesh Yashwanth Bhamdani
Gurugesh Keshav Dalvi]

in the presence of Yogesh Joshi
21/01/2007]

Partner

SIGNED SEALED AND DELIVERED]

by the withinnamed "Developers"]

**SHUBHJIVAN BUILDERS PRIVATE
LIMITED**] Shubhjivan Builders Pvt. Ltd

by the hands of its Directors]

Bhupesh J Gorani]

in the presence of ..Husmukh H. Gekha.]

Director

RECEIVED of and from the within Named]
Developers Cheque No. 244875 dated 23-01-2007]
of Rs.5,00,000/- and Cheque No. 244893 dated]
14-02-2007 of Rs.5,00,000/- drawn on State Bank]
of Bikaner and Jaipur, Borivli (West) Mumbai.:]
400 092 aggregating to Rs. 10,00,000/- (Rupees]
Ten Lakhs Only) on or before execution hereof as]
withinmentioned]

Rs.10,00,000/-

WITNESSES:

1. Gurugesh
2. Gurugesh

WE SAY RECEIVED:
For GAURI ENTERPRISES

(PARTNER)

OWNERS