

અનુક્રમણિકા નંબર - ૨

તારીખ-૨૩/૦૨/૨૦૨૨ કચેરી

સેરા અને ઓ - ઈમારતો

ગામનું નામ : UMBERGAON

૧	કર્તાવેજીનો પ્રકાર અને અવેજ (ભાડા પટાના કિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર વાપે છે તે જણાવવું)	સર્વે નંબર પેટા સિત્ર-૭ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો) આકાર અથવા જુદી જોડણી આપવામાં આવે ન્યાયે ને.	કર્તાવેજ કદી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટેના કુટુંબનામાં અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	કર્તાવેજ કદી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટેના કુટુંબનામાં અથવા આદેશના સંબંધમાં વાદીનું નામ
૨	૧૬-એ મુજબનું મુખત્યાર નામું	City Survey No 099, Part no. 07 Area 1255-03-11 Sq Mtrs. " 70th Street View, Flat/Shop/Commercial And Official Unit Building	Ashokbhai Jagdishchandras Kamlesh Jagdishchandras Meenaben Jagdishchandras W/o Chandrakant Dutia Mayaben Jagdishchandras W/o Harishbhai Patilkar Bhavnanaben Jagdishchandras W/o Harishbhai Ushaben Jagdishchandras W/o Jagdish Shah	Xote Homes Partnership Firm Through its Partners (1) Mr. Harishbhai Chavda (2) Mr. Prashant Ushat
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મુકાબલ કરનાર

બંદી નકલ

સહ-કોર્ટકાર


સેરા અને ઓ - ઈમારતો

નોંધ: ફોટોગ્રાફ પ્રિન્ટમાં, જે સેરા રીને કરેલ મુખાનો માન્ય ગણાશે નહીં.

અરજી નંબર : ૫૬૭
પરિણ નંબર : ૬૦૧૫૨૭૫૦૦૫૬
તારીખ : ૦૩/૦૩/૨૦૨૧

DEVELOPMENT AGREEMENT

DOCUMENT REGI NO. 742, REG. DATE: 27-2-2015

OWNER

1) ASHOKBHAI JAGMOHANDAS, 2) KAMLESH JAGMOHANDAS, 3) MEENABEN JAGMOHANDAS WIFE OF CHANDRAKANT DUTTA, 4) MAYURIBEN JAGMOHANDAS WIFE OF HARISHBHAI RATNAKAR, 5) BHAVANABEN JAGMOHANDAS WIFE OF HARENDRA GHANDHI, 6) USHABEN JAGMOHANDAS WIFE OF JAGDISH SHAI. All are residing at-Umbergaon, Tal-Umbergaon, Dist-Valsad, Gujarat-396170.

AND

DEVELOPERS

KOTIK HOMES, through its partnership firm partners Namely 1) Mr.Hareshbhai Chawda, Age-Adult, Occu-Business, 2) Mr. Prashant Dhoot, Age-Adult, Occu- Business, having its registered office at Shop No-13, Plot No-14, Hill View Building, Sector No-8, Charkop, Kandivali (w), Mumbai-67.

LEGAL ADVISOR

VINAY B. SAGAR, (Advocate)

Address : office,

G.L.D.C, 3 Rasta, Rasta Business Park, Shop No-8,
Snajan - Umbergaon Road, Umbergaon,
Tal. Umbergaon Dist. Valsad.(M) 9824284664.



सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat

Certificate of Stamp Duty

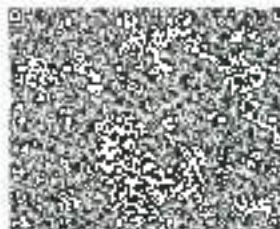
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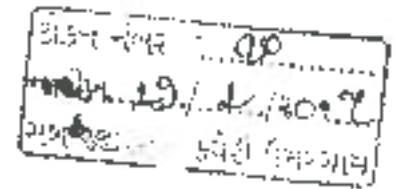
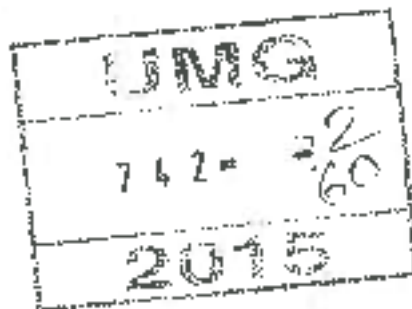
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Certificate No.	: IN-GJ850B3806504967N
Certificate Issued Date	: 27-Feb-2015 02:40 PM
Account Reference	: NONACC (FI)/ gjevlpl10/ UMARGAM/ GJ-VL
Unique Doc. Reference	: SUBIN-GJGJEVLPL1035891909832377N
Purchased by	: OXTIK HOMES THROUG ITS PARTNERSHIP FIRM
Description of Document	: Article 5(g-a) Agreement - Construction / Development / Sale / Transfer (Imm. Property)
Description	: UMBERGAON, CITY SURVEY NO.699, PARDI NO.67, 1255 -03-11 SQ.MTRS, TAL - UMBERGAON, DIST - VALSAD
Consideration Price (Rs.)	: 0 (Zero)
First Party	: OXTIK HOMES THROUG ITS PARTNERSHIP FIRM
Second Party	: ASHOKBHAI JAGMOHANDAS AND OTHERS
Stamp Duty Paid By	: OXTIK HOMES THROUG ITS PARTNERSHIP FIRM
Stamp Duty Amount(Rs.)	: 82,000 (Eighty Two Thousand only)



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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Umbergaon this 27th day of February 2015 BETWEEN 1) ASHOKDHAI JAGMOHANDAS, 2) KAMLESH JAGMOHANDAS, 3) MEENABEN JAGMOHANDAS WIFE OF CHANDRAKANT DUTTA, 4) MAYURIBEN JAGMOHANDAS WIFE OF HARISHBHAI RATNAKAR, 5) BHAVANABEN JAGMOHANDAS WIFE OF HARENDRA GHANDHI, 6) USHABEN JAGMOHANDAS WIFE OF JAGDISH SHAI, All are residing at-Umbergaon, Tal-Umbergaon, Dist-Valsad, through their hereinafter called and referred to as "THE OWNERS" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns as also the successors, Administrators and assigns of the said the Society) of the ONE PART;

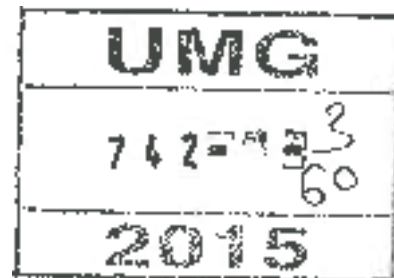


AND

Attest Z. Keshari

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XOTIK HOMES, through its partnership firm partners Namely 1) Mr. Hareeshbhai Chawda, Age-Adult, Occu-Business, 2) Mr. Prashant Dhoot, Age-Adult, Occu-Business, having its registered office at Shop No-13, Plot No-14, Hill View Building, Sector No-8, Charkop, Kandivali(w), Mumbai-67. hereinafter referred to as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns of the **OTHER PART**;

The Owners herein are absolutely owners and actual in possession of a residential/commercial, Non Agricultural property, bearing City Survey No.699, Pardi No- , admeasuring 1255-03-11 sq Mtrs being situated at Umbergaon, Tal- Umbergaon , Dist- Valsad-396170 was owned and possessed by Mr.Ashok Jagmohandas Keshani and others and made an application before Nagar Palika Umbergaon for obtaining construction permission to construct on the said land, and Nagar Palika Umbergaon gave construction permission and Approved Plan issued by the Umbergaon Nagar Palika, alongwith Lay out Plan with Building Reg.No.15/11 on 20-02-2015. Hereinafter referred to as **"THE**

Ashok Keshani

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SAID PROPERTY". The said property is is the owned property of the Owners and it has been registered in the name of the First Part on City Survey records of Umbergaon. No other person/s except the owners have any title, interest or share or ownership rights in the said property. Hence the Owners are the absolute owners of the said property and holding clear and marketable title of the said property.

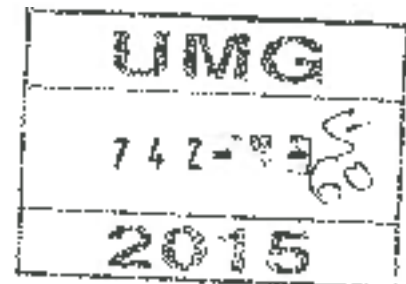
AND WHEREAS All Taxes, meter charges, Maintenance charges gas connection charges, Service Tax, Vat Tax, Income Tax, stamp Duty, and any other charges will be paid by owner. (As Per Schedule).



AND WHEREAS The party of Second Part are doing business of constructions of Building and having wide experience for developing properties. The Second part are interested to develop the above said property belonging to the owners.

The Owners have agreed to allow the Developers to develop the said property by making construction of low/High rise building thereon. Therefore the Owners have allowed the Developers to make construction of building on the said land which will consists of residential flats and commercial place.

Alok K. Keshari



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The following terms and conditions have been fixed & determined by and between the parties, and on the basis of the said terms and conditions, this agreement has been executed between the parties.

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

1. The title of the SAID PROPERTY is clear and marketable and free from any encumbrances, claims, demands and doubts and the OWNERS have got good right, full power and absolute authority to grant development rights in respect of the said property in any manner.

2. The Owners with a view to develop the said property hereby agrees to entrust and handover to the developers, the work and right of development of the said property on the terms and conditions herein after contained.

3. The necessary plans of the Building was be prepared by the developers/owners and the developers/owners has already got the plan of the building sanctioned from Umbergaon Nagar Palika office & from the Town Planning office of District, Valsad.

Ashok S. Keshavn
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4. The Owners shall give necessary consent and signature to the Developers/owner for the same but all the costs and expenses incurred will be borne by the Developers.

5. The Developers shall construct 2 Buildings A + B Wing consisting of Ground Floor plus Eight storey of building on the said land out of which the Ground Floor area will consist of commercial/Parking, total admeasuring approximate sq. Feet and the Parking space will be admeasuring of sq. feet.

6. It is agreed by and Between the parties that all the investment i.e. expenses of the construction & other expenses shall be bear and borne by the Developers only.

Under the terms of this agreement the developers shall give the owners (As per Schedule) Super Built Up saleable construction area on each Floor on an ownership basis in the said both Building and the balance (As Per Schedule) saleable area (Plus commercial Carpet Area in Wing "A") of all the flats shall be kept with the Developers.

7. The Developer shall give an Refundable Deposit amount of Rs.25,00,000/- (RUPEES Twinty Lakh Only) in two installments) viz. Chq No-291001, & Chq.No-291002, Dated-27-02-2015, 1st Installment of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) and 2nd Installment of Rs.10,00,000/-(Rupees Ten Lakh only) to the Owners at the time of executing this Development agreement at the

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time of executing and Refundable amount of Rs. 15,00,000/- (RUPEES Twinty Lakh Only) will be given by Owner to Developer after completion certificate given by Architect of the building.

8. The Developers have prepared plan map of the said two buildings, both the parties with the said plan of the Two buildings and it is settled between the parties that the Developer shall give the below mentioned In Under of the Super Builtup Saleable area to the owners being their share in the developed property i.e. as per Annexure.

Flats details which will be divided between both the parties is given as under:

Schedule of Flat Details of Owners :

Wing-A	Flat No	Sq.Feet
A	206	1050
A	207	1050
A	501	1086
A	205	650
A	204	668
A	307	1050
A	306	1050
A	701	1086
A	204	668

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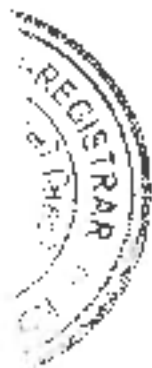
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A	302	666
A(Ground Floor)	Shop No-2	388
A(Ground Floor)	Shop No-3	388
	Total	9800-00

Wing-B	Flat No	Sq.Feet
B	201	891
B	501	891
B	102	668
B	205	668
B	206	668
B	304	668
B	406	668
B	401	891
B	101	891
B	701	891
B	105	668
D	203	668
B	202	668
B	308	565
B	708	565
B	608	565
B	508	565
B	107	670
D	307	670



A Block 3, Keshari,

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B	507	670 2015
B	306	668
B	403	668
	Total	15405-00

Schedule of Flat Details of Developers :-

Wing -A	Flat No	Sq.Feet
A	102	666
A	103	680
A	105	650
A	201	1086
A	202	666
A	203	680
A	305	650
A	301	1086
A	303	680
A	304	668
A	101	1086
A	401	1086
A	402	666
A	403	680
A	404	668
A	405	650
A	406	1050



Block 3. Kashvi.

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A	407	1050
A	502	666
A	503	680
A	504	668
A	505	650
A	506	1050
A	507	1050
A	601	1086
A	602	666
A	603	680
A	604	668
A	605	650
A	606	1050
A	607	1050
A	702	668
A	703	680
A	704	668
A	705	650
A	706	1050
A	707	1050
A	801	1086
A	802	666
A	803	680
A	804	668
A	805	650



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B	405	668
B	407	670
B	408	565
B	502	668
B	503	668
B	504	668
B	505	668
B	506	668
B	601	891
B	602	668
B	603	668
B	604	668
B	605	668
B	606	668
B	607	670
B	702	668
B	703	668
B	704	668
B	705	668
B	706	668
B	707	670
B	801	891
B	802	668
B	803	668
B	804	668



Attest. J. Talghani

at Karachi

B	805	668
B	806	668
B	807	670
B	808	565
B	901	668 + Terrace
B	902	668
B	903	668
B	904	668
B	905	668 + Terrace
B	906	670
B	907	565

The Owners have accepted offers of the said completed flats from the developers, on the construction of the said Buildings the Owners shall have full right on the said flats. The Developers will hand over possession of the said as per Schedule to the owners on the completion of the construction of both the buildings.

9. It is cleared between the parties that the developers will make total saleable area of the flat from 1st. Floor to the 9th Floor are admeasuring... sq. feet. (Super Built Up), as per the (As per Schedule) of the Owners share they are entitled to get an area admeasuring of (Super Built Up) from the developers and (As per Schedule) (Plus commercial Carpet Area Sq. Ft in Wing "A") of the Developers share they are entitled to get an area admeasuring

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admeasuring of (Super Build Up). The commercial carpet area Sq. Ft. in Building "A" on ground floor will be by the Developers.

10. The Owners shall have full rights to sell their share of (As per Schedule) saleable area to any person/s or party or shall retain and have the rights to hold in their personal name and the remaining (As per Schedule) area of the saleable flats (Plus commercial Carpet Area Sq. Ft in Wing "A") shall be sold by the Developers and Developer sale to prospective buyers his (As per Schedule) share of the Super Built Up Area (Plus commercial Carpet Area Sq. Ft in Wing "A") and receive sale payment on his name by cash cheque.

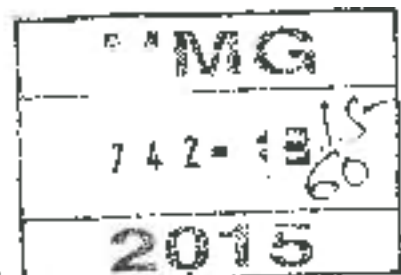


11. The flats will be mutually decided by both the parties and the same shall be sold by the owners the price decided by the owners as the owners may deem fit and proper and the balance (As per Schedule) (Plus commercial Carpet Area Sq. Ft in Wing "A") share of the flats shall be owned by the Developers. The Owners shall give necessary power of Attorney to the Developers to sell the balance (As per Schedule) of the flats (Plus commercial Carpet Area Sq. Ft in Wing "A") .On the basis of the Power of Attorney the developers shall sell their (As per Schedule) (Plus commercial Carpet Area Sq. Ft in Wing "A") share to any person/s at their own saleable price and also commercial shops in Building "A" Ground Floor.

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Kamlesh

M. C. Datta



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12. The Developers shall complete the construction work within 36 months from the date of registration of the development agreement. The owners shall have full right to inspect and verify the daily construction by the developer.

13. After the completion of the construction of the said Buildings the necessary sale Deed and Agreements shall be executed in favour of the Purchasers. The Sale Deed and Agreement shall be signed by the Owner for his (As per Schedule) share and (As per Schedule) (Plus commercial Carpet Area Sq. Ft in Wing "A") share Agreements will be signed by Developer of the said prospective purchasers personally or its shall be signed by the Constituted Attorney holder to whom the owner has appointed and handed the Power of Attorney for their (As per Schedule) share.



14. Simultaneously with the execution of this present the Owner have executed Irrevocable Power of Attorney in favour of the Developers authorizing them on Owner's behalf, do all acts, deeds, matters and things as may be required for purpose of development of the said property and to effectually implement this Agreement and to submit building Plans, proposals, applications, drawings and representations under Gujarat Municipal Corporation Act or any other statute or law for the time being in force and to engage Architects, R.C.C Specialists/Town Planners and other experts provided and always all costs, charges and expenses incurred or suffered in respect of all acts, done under the

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Power of Attorney shall be borne and paid by the Developers alone.

15. **This agreement** shall not be treated as partnership between the parties or an agreement for sale of the said land by the Owners to the Developers. The Developers are only given the right to develop the land as mentioned above.

16. **The owners** are absolute owners of the said land and the said land is not to any mortgage, charge, lien or any other encumbrances.

17. **There are** no prohibitory orders in respect of the said property prohibiting the Owner herein to execute this Agreement and to grant the right of Development in favour of Developers herein.

18. **That there** are no easements or quasi-easements or any other rights, privileges or otherwise affecting the said property or any part thereof adversely or otherwise.

19. **There are** no wealth Tax, Income Tax, or any other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the rights of the Owner herein to enter into this Agreement for Development is adversely affected.

Ashok S. Keshri

Ranjan

M. C. Datta



20. **The Owners** shall at the request of the Developers sign and execute from time to time the necessary plans and applications for getting any plans sanctioned from the competent authority.

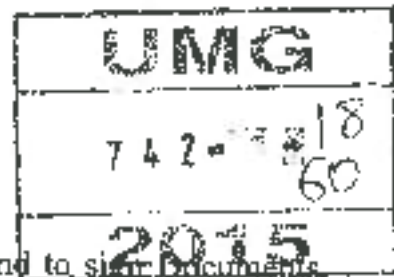
21. **The Developers** shall be entitled to carry out all or any type of work for the development of the said lands including laying of drainage, and power cables, water pipes and other connections such as street light and other items as per the terms and conditions imposed in the said premises while sanctioning the layout scheme and plan and also the other miscellaneous and necessary items of work as may be required to carry out for the purpose of making the said land fit for construction of the buildings and structure therein. All the costs, charges and the finance required for the construction of the said buildings and completion of the said items of the works shall be provided and borne and paid by the developers and the owners hereby agree to render all assistance and co-operation that may be required by the Developer from time to time to carry out the development works for construction and completion of the building structure in respect of the said land in accordance with the terms and conditions as may be stipulated by the concerned authorities and or in respect of any other matter relating to or arising there from.



22. **The Developer** shall be entitled and permitted to put up advertisement board on the said land, but without involving the name of the owner in any manner and the owner will be entitled to remove forthwith such board and the developer shall not breach

Ashok B. Keshu

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any of the conditions of this agreement. And to sign Documents, NOC for project APF from all Banks for prospective buyers and to mortgage his (As per Schedule) share of the Super Built Up Area (Plus commercial Carpet Area Sq. Ft in Wing "A").

23. It is mutually agreed between both the owner and developer that all the taxes and outgoings including Nagar Palika taxes and all other charges, rates, cess taxes that may be levied by the public body or other competent authority for the said land shall be borne by the owner till the signing of this Development agreement and after the registration of this Development agreement the above mentioned taxes will be borne by the Developer.



24. The owner declares that no notice from the Government or any local body or authority has been received by or served upon the owners or any persons interested in the said land. That no notification is issued, surrender received upon the Owner under any Ordinance, Act, Statute, Rules and Regulations (State or Central) affecting the said property or any part or portion thereof.

25. The said property or any part thereof is not reserved for any public purpose.

26. The Owner shall at if own costs, risk, expenses and responsibility obtain all other necessary NOC's, permissions and sanctions and extensions, etc. from the Urban Land (Ceiling and

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Regulations) Authorities, the Gujarat Municipal Corporation, and all other concerned authorities for the Development of the said property and erection of the New Buildings on the said property as and when required by the Developer.

27. The Owners declare:

a. **The Owners** are entitled to enter into this agreement with the Developer and they have full right and authority to sign and execute the same.

b. **The Owner** have not agreed, committed or contracted or entered into any agreement for sale or lease of the land or any thereof to any person/s or other than the developer and that they have not created any mortgage, charge or any other encumbrances on the said land as mentioned herein.

28. The Developer declares that they have entered into this agreement after fully satisfying about the title of the ownership of the said land with the owners.

29. All the out-of-pocket expenses of and incidental to this agreement and transaction in pursuance thereof including deed/s of conveyance and other assurances in respect of the said land including stamp duty and registration charges of this agreement shall be paid by the Developer.

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30. The Developer shall enter into separate contracts with building contractor, architects for carrying out the said development at their risk and costs. The Developers shall pay all the fees of the Architects and R.C.C. Consultants appointed by them for the development of the said property.

32. Simultaneously with the execution of this present the Owners have executed Irrevocable Power of Attorney in favour of the Developers authorizing them on Owner's behalf, do all acts, deeds, matters and things as may be required for purpose of development of the said property and to effectually implement this Agreement and to submit building Plans, proposals, applications, drawings and representations under Gujarat Municipal Corporation Act or any other statute or law for the time being in force and to engage Architects, R.C.C Specialists/Town Planners and other experts provided and always all costs, charges and expenses incurred or suffered in respect of all acts, done under the Power of Attorney shall be borne and paid by the Developers alone.

33. The entire development work shall be carried out by the Developers at their own costs and expenses and at no point of time the Owner shall be asked to contribute towards any kind of financial liability of whatsoever. The Developers shall bear and pay the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work as also other

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costs, charges and expenses that may be incurred in re-development work on the said property. The Developers shall also save, harmless indemnify and keep indemnified the owner against any claim that may be made by anyone against the owner on account of the Developers carrying out the said development work on the said property.

34. It is agreed by the Developers that the Developers shall bear and pay all refundable deposits such as I.O.D. and debris deposits and also payment towards temporary electric meters and water connections, etc. and Developers shall be entitled to the same after the same is refunded by the concerned authorities even if the refund comes in the name of Owner.

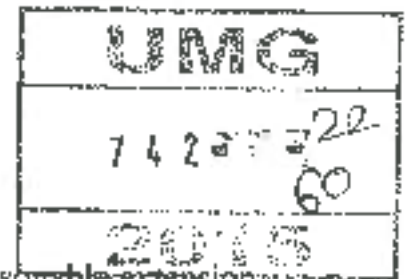
35. The Owner further agreed that the Developers shall be entitled to a further extension of Six months for construction of the buildings if the situation is delayed on account of

- a) non availability of steel, cement, other building material, water or electric supply,
- b) war, civil commotion or act of God;
- c) any notice, order, rule, notification of the Government and/or other public or competent authority or order of Court and any strike, lock out, band or like cause.

36. If any untoward or extraordinary circumstances should arise beyond the control of the Developers, which in the opinion of

Atul B. Kulkarni





the Owner should entitle the Developers to a reasonable extension of time not more than 12 months above the development period of 36 months.

37. **The Developers** agree to use building material of good quality in the construction of new buildings on the said property as per the specification of work and all the special.

38. **The Developers** shall at their own costs, expenses and accountability obtain approval of plans, designs and drawings for putting up building and/or buildings and executing works on the said property from the Municipal Corporation of Gujarat and all other concerned authorities.

39. **The Developers** will be entitled to modify the approved building plans as they deem fit provided that such a modification shall not affect the area and amenities to be provided to each flat as agreed under these present.

40. **The Owner** shall at the risk, costs and expenses of the Developers render all assistance and sign and execute or cause to be signed and executed all application, plans, authorities and other writings as may be necessary and required by the Developers to enable them to develop the said property and to obtain approval of the Municipal Corporation and Planning authority to the Plans, designs and drawings putting up buildings or structures. It is agreed that the Developers shall put up the development proposal

Ashok S. Keshni



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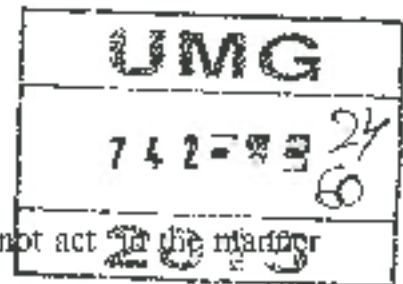
and carry out all the work of developments in their own name and shall not do or caused to be done any act, deed, matter or thing in the name of the Owner. However Developers can put up their own board on the site for advertising in respect of sale component premises etc. and it is expressly understood that all agreements, arrangements or writing which the Developers may enter into with any other person or persons, will be entered into by them in their own name on a principal to principal basis to their share of as per Schedule of their saleable flats (Plus commercial Carpet Area Sq. Ft in Wing "A").

41. The Owner hereby agree that in the future if any additional F.S.I. and/or T.D.R. is permitted for the said lands of the said property or any part thereof by the Municipal Corporation of Gujarat or Government or any other authorities than permitted at present even after construction of the building, then the said benefit shall go to the Developers and also to the Owners in the same ratio and the Owner shall sign and execute all applications, writings and so all acts, deeds, matters and things necessary in that behalf which will be called upon by the Developers. The Owner shall co-operate in that situation in all respect with the Developers for putting additional floor or otherwise as deem fit and proper by the Developers.

42. It is also clearly agreed and understood between the parties hereto that the Owners shall fully co-operate with the Developers in the further construction activity to be carried on by the

Ashok S. Keshni





developers as per sanctioned plan and will not act in the manner which may obstruct or hamper the Development on the said property.

43. On execution of this agreement, the Owner shall not deal with the said property or any part thereof and/or encumber the said property in any manner whatsoever. Similarly the members of the owner shall not part with possession or create third party right or induct any third person in their respective premises or any part thereof on the said property.

44. It is agreed by and between the parties that the entitlement of the Developers as agreed in these present in respect of the said property shall not affect in any manner whatsoever by any act of the Owners.

45. The Owner hereby authorize and permit the Developers to construct site office , godown or any other temporary structures on the said property that may be necessary for the purpose of construction of buildings on the said property.

46. On execution of these present the Owners put the Developers in symbolic possession of the said property as is where is basis of the constructed part and vacant possession of the open spaces to proceed with the work of construction of the New building on the said property at the Developers costs.

Ashok B. Kulkarni

Q. Kulkarni



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47. Each party shall pay and discharge their respective liabilities and obligations including the capital gains/income tax liabilities that may arise on account of the development of the said property. The Owner and the Developers will indemnify and keep indemnified the other from and against any liability on account of Income Tax and other liabilities for direct and/or indirect taxes.

48. All the other necessary documents relating to this transaction shall be prepared by the Developers Advocate and approved by the Owner's Advocate.

49. The Developers shall not mortgage, charge or encumber any of the flats to be allotted to the Owner or the land of owner.

50. The Developers shall not assign or substitute the benefits or the obligations of this agreement to any third party without the prior written consent of the Owner.

51. The Developers shall be entitled to enter into sub-contract in their own name with building contractors, architects and others for carrying out the development and construction on the said property at the Developers risk and costs.

52. All the liabilities including financial liabilities of whatsoever nature in particulars insurance coverage for labourers

Alex Z. Kefauver

Kandola



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towards accident etc. in respect of redevelopment work will be solely that of the Developers.

53. The Developers shall as early as possible on executing of these agreement obtain all necessary approvals for development. The Developers shall not demolish and/or commence work of development until all the requisite permissions are obtained from the concerned governments/local authorities.

54. All the costs, charges and expenses of and incidental to this agreement including the Stamp Duty and registration charges and all other out-of pocket expenses of and incidental to this Agreement shall be borne and paid by the Developers.

55. All questions or disputes whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives touching this Agreement or subject matter thereof arising out of or relating to the construction, meaning or operation or effect of this agreement or breach thereof or any right and liability of the party shall be referred to Sole Arbitrator and the Arbitration shall be in accordance with and subject to the provisions of The Indian Arbitration and Conciliation Act, 1996 or its statutory modifications or re-enactments thereof. In any case, such reference to the arbitration shall be a condition precedent to any suit being filed or any proceedings being taken in a court of law or before any other authority by the parties hereto. The Venue of Arbitration shall be at Gujarat only.

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56. **Refundable Deposit** given by Developer to Owner must be refund by Cheque, D.D. Cash and not in any other form.

57. **In event** of the developer fails complete the construction of the building in 36 months the developer has to pay interest at to pay as per Law and Condition .In Future any Government changes is being than the construction time limit which is 36 mounths it should be extend by both parties Mutual Undersatnding.

58. Similarly Owner shall be responsible for all expenses and damages incurred by the Developer in respect of the said property if the Development of the said property is not completed or obstructed because of any defect in the title or any litigation of the said property in that event Owner is bound to pay as Law and Condition per annum on the construction cost amount of the total development work till period plus Refundable Security Deposit.

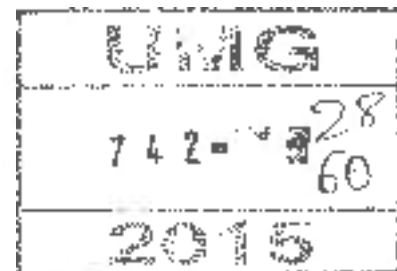
Owner will be pay to additional area 205 Sq.ft.rate as per market rate working to be Stated at that time.



DESCRIPTION OF PROPERTY.

All that piece or parcel on non agricultural land bearing City Survey No.699,Pardi No-67, admeasuring 1255-03-11 sq. mtrs is situated at Umbergaon Tal Umbergaon, Dist Valsad 396170, Gujarat State.

Ashok S. Keshni



AND BOUNDED AS FOLLOWS.

On or Towards NORTH BY- Mahadev Nagar Society.

On or Towards SOUTH BY- Land Of Mr Rameshbhai Mehta.

On or Towards EAST BY - Road.

On or Towards WEST BY Umbergon Station main Road.

IN WITNESS WHEREOF the OWNER and the DEVELOPER have set and subscribed their respective hands to this writing the day and year first hereinabove written.

SIGNED, SEALED, DELIVERED BY

The within named OWNERS

- 1) ASHOKBHAI JAGMOHANDAS, 2) KAMLESH JAGMOHANDAS, 3) MEENABEN JAGMOHANDAS WIFE OF CHANDRAKANT DUTTA, 4) MAYURIBEN JAGMOHANDAS WIFE OF HARISHBHAI RATNAKAR, 5) BHAVANABEN JAGMOHANDAS WIFE OF HARENDRA GHANDHI, 6) USHABEN JAGMOHANDAS WIFE OF JAGDISH SHAH,



1. Ashok 3 Keshu



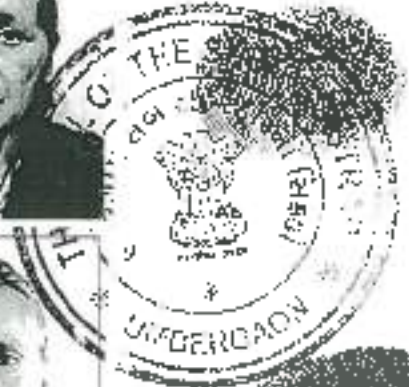
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3. M.C. Datta4. विजय (21/2/2015)5. Banathi6. Usha J. Shah

SIGNED SEALED DELIVERED BY

The within named DEVELOPERS

XOTIK HOMES, through its partnership firm partners Namely

1) Mr. Hareshbhai Chawda, 2) Mr. Prashant Dhoot,

Alok-3. K. P. P.

1. 



2. 



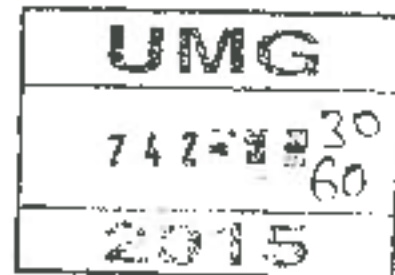
In the presence of



1. Bharat H. Gandhi (Bha)

2. Farmer. A2

Attest B. K. K. K.
Gandhi



m. c. Datta
my 25/12/2015

Bharat

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27/02/15 3:03:10 pm

Version 1.1.2015.10

Serial No. 742
Presented of the office of the Sub-Registrar of
S.R.O - UMBERGAON Between the hour of
14 to 15 on Date 27/02/2015



Xolik Homes Partnership Firm Through its
Partners (1) Mr. Hareshbhai Chawda

Receipt No :- **2015235001279**

Received Fees as following	Rs.
Registration	16640
Side Copy Fee (50)	500
Postage	60
Other Fees	0
TOTAL :-	17200

Deficit Photo fees Rs. 100/-
one hundred rupees only return
vide Receipt No 2015235001279
dt 10/03/2015

Signature
सब रजिस्ट्रार, उमरगाव

Signature
(P. N. CHAMPANERI)

Sub Registrar

S.R.O - UMBERGAON

Signature
(P. N. CHAMPANERI)

Sub Registrar

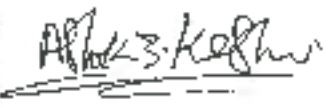
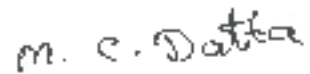
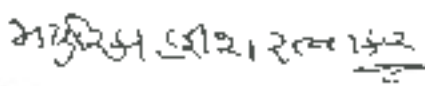
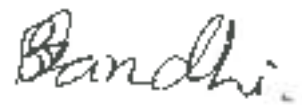
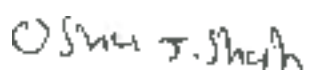
S.R.O - UMBERGAON



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Version 1.1 2015.10

S.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
Executing 1.000	Ashokohai Jagmohandas Umbergaon Ta Umbergaon, Dist Valsad	60			
Executing 2.000	Kamlesh Jagmohandas Umbergaon, Ta. Umbergaon, Dist Valsad	58			
Executing 3.000	Meenaben Jagmohandas W/o Chandrakant Datta Umbergaon, Ta. Umbergaon, Dist Valsad	59			
Executing 4.000	Mayuniben Jagmohandas W/o Harishbhai Ratnakar Umbergaon, Ta. Umbergaon, Dist Valsad	58			
Executing 5.000	Bhavanaben Jagmohandas W/o Harendra Gandhi Umbergaon, Ta. Umbergaon, Dist Valsad	58			
Executing 6.000	Ushaben Jagmohandas W/o Jagdish Shah Umbergaon, Ta. Umbergaon, Dist Valsad	55			



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(2) Mr. Prashant Dhoot
Shop No. 13, Plot no. 14, Hill View
Building, Sector 3, Charkop,
Kandivali (W) Mumbai-67

45



Prashant

Executing Party
admits execution

Alok B. Kothari

Kandhari

m. c. Datta

सुदिता. (292) 20042

Bandhi.

Usha J. Shah

[Signature]

Prashant



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1 Vinay B. Sagar (Advocate)
Umbergaon, Ta. Umbergaon Dist. Valsad



Known to the under signed
Sub-Registrar state that the
personally known the above
executant and identifies him/them.

1. _____

Date 27 Month February -2015



P. N. CHAMPANERI
Sub Registrar
S.R.O - UMBERGAON

Produced Form No.1
for finalise the
Marketvalue.

Date: 27/02/2015

P. N. CHAMPANERI
Sub Registrar
S.R.O - UMBERGAON

Received Copies of Certified Evidence of Seller Buyer and
Identifiers of Document

Date 27/02/2015

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27/02/15 4:14:18 pm

Version:1.1.2015.10

1 Book No. 742 Registered No.

Date 27/02/2015

(P. N. CHAMPANERI)

Sub Registrar
S R O - UMBERGAON

