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4) For the betterment& beautification,a part of an extra amenity to the project, and to achieve better results in sales, it has been further agreed by and between both the parties in the said Development agreement dated 24[TH] September 2015 by both the parties that, it is the sole responsibility of the Owner to provide following two land parcels without any monetary compensation and the Developer shall develop both these land parcels without any monetary advances or demands;

i) Part of his reserved garden area towards North East corner adjacent to type 2 and type 3 Buildings and beneficial to the all the residential members of the project.

ii) Part of owner's anotherreserved margin area for the future expansion of national highway area towards highway & South side adjacent to type 1 Buildings and beneficial to the all the commercial members of the project.

The Land parcels mentioned above are part of the whole Layout of Survey No. 38 Hissa No. 1&3 reserved for RG and highway expansion respectively, theProperty cards in the name of the Owners are attached hereto.

The demarcation of both above land parcels by owner and the amenities to be provided within these land parcels by the Developers is attached hereto & marked as **Annexure "E & F".** Developing these amenities without permanent habitable structure on these plots by the Developers are permitted and within the law frame, however, in case of any litigation arises while developing amenities on these two areas, or

Any dispute or litigation leading to a stopover of any construction activity on buildings attype 1, type 2, type 3 on plot no. 1 and on plot no 5, the entire responsibility lies with Owners to resolve till then the losses incurred by the developers shall be borne by the Owners along with extendingthe completion date with respect to

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the number of days delay of respective structure. The same shall only be entertained only when reduced in writings. The compensation if any arises shall be settled at the time final handing over Building type 1, 2 and 3.

The official possession of both these land parcels in writing shall only be handed over by the owner at the time of Developers completing the entire RCC Frame work of type 1, type 2, type 3 buildings are complete, however to gain a realty confidence of the ultimate buyers of these residential and commercial premises these two land parcels have already been fenced and merged with the agreed plot Nos. 1 & 5 for development prior to these presents, of which the Developers confirms this merger.

5) Whereas; presently according to the new Policy by Government of India: (RERA) It has been decided by and between both the parties that Owners shall transfer only Structural Rights to the Proposed co-op hsg: soc: whenever required to be, and shall not cease any of his rights from the land ownership until Owners Compensation in kind is not handed over fully and habitable, unless otherwise mandatorily required by the RERA authorities. Therefore, it is the sole responsibility of the Developers to keep their buyers of Residential premises rightly informed of these facts in writing.

6) The Owner certifies and assures the Developers that any [illegible] arises within the duration of construction the entire responsibility lies with Owners.

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

7) All other Clauses set out in the Development Agreement shall remain unchanged.

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IN WITNESS WHEREOF the parties hereto have hereunto and the duplicate hereof set & subscribe their respective hands and seals the day & year first herein above written.



SIGNED, SEALED AND DELIVERED)
BY THE WITHIN-NAMED "**LAND OWNER**")
Shri Haresh Ramchand Sobhani)



SIGNED, SEALED AND DELIVERED)
BY THE WITHIN-NAMED "**DEVELOPERS**"
M/S. Damji Hari Infrastructure Pvt. Ltd.,
through Its Directors:



1. Shri Mahadev Damji Patel,



2. Shri Paresh DhanjiBhanushali,

WITNESSES: 1- _____ **2-** _____



Sagar Nitin Patel
24
Asangaon.

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

2) Sunil B. Sonawane
At. Shahapur

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SCHEDULE OF THE LAND.

All that two pieces and parcels of plot of lands bearing Plot No. 1 admeasures 7816 sqm. & Plot No. 5 admeasures 1110 sqm.; Totally admeasures about **8926.00 Sq. Mtrs**; situate lying and being at Mouje Asangaon, Taluka Shahapur, Dist. Thane: within the limits of Gram panchayat Asangaon, Sub-Registration District and Taluka Shahapur, Registration District and District Thane; more particularly described as **"THE SAID PLOTS OF LAND/S"**

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

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MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETOWRITTEN ASUNDER: -

WHEREAS

Subsequent to the said Development Agreement dated 24/09/2015, as decided earlier to enter in this Supplementary Agreement after the approvals, area measured and separated on carpet distribution basis with regard to the allocation of the proposed constructed areas in Three Independent Buildings separatelywhich shall now be reduced to writing hereinafter.

1) The bifurcation and demarcation of areas in building type 1, 2 & 3 along with open & stilt car park, also amenities & facilities, along with Infrastructure to be provided in this layout on development between both the parties are mutually agreedas under, and more clearly particularly shown in the layout attached hereto & marked as **Annexure –'A, B, C & D'** :-

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

BUILDING TYPE 1 Total Built-up Area To Be Constructed	BUILDING TYPE 2 Total Built-up Area To Be Constructed	BUILDING TYPE 3 Total Built-up Area To Be Constructed
3180.85 SqM.	**4134.20 SqM.**	**4134.20 SqM.**
Usable Carpet / Saleable Area as per New Rules	Usable Carpet / Saleable Area as per New Rules	Usable Carpet / Saleable Area as per New Rules
2744.30SqM.	**2629.55SqM.**	**2629.55SqM.**
TOTAL CARPET SALEABLE AS PER RERA 8003.40SqM.		
OWNERS SHARE 40% = 3201.40SqM.	**DEVELOPERS SHARE 60% = 4802.00SqM.**	

Distribution Type 1		Distribution Type 2		DistrSibutionType 3	
Owner share	Develop: share	Owner share	Develop: share	Owner share	Develop: share
2744.30 SqM.	**0000.00 SqM.**	**247.65Sq M.** Unit Nos. **116- 213,**	**2381.90 SqM.**	**219.35Sq M.** Unit Nos.	**2410.20 SqM.**

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100 % Entire building type 1	NIL	314, 402, 415, 603, 604, 605, 702, 707.	Rest All Develo p- er's share	411, 412, 413, 414, 511, 512, 513, 602, 606, 702, 707.	Rest All Develo p- er's share
Total Owners Share : **Type 1 – 2744.30** **Type 2 – 247.65** **Type 3 – 219.35** **Type 1+2+3 = 3211.30** **EXCESS OF 9.90 SQM**		**Total Developers Share :** **Type 1 – NIL** **Type 2 – 2381.90** **Type 3 – 2410.20** **Type 1+2+3 = 4792.10** **SHORTAGE OF 9.90 SQM**			

It is further understood that at present the Developershave partiallystarted construction of Twobuildings**'Type-2'** and**'Type-3'**only but the construction on building **'Type-1'** has not even started (where the interest and holding of 100% lies with Owner under these present arrangements),Therefore for the safety and assurance to the Owner for his stocks to be handed over first, the Developers shall be restrained to sell / transfer or allot limited areas in building type 2 and type 3as follows linked with the progress of the work on Building Type 1:

RETAINTION SHALL BE FOLLOWED AS BELOW:

i) **30 %** - The Developers shall refrain themselves or retain minimum 30% of total built-up area to be constructed in type 2 & type 3 buildings until they start the construction of Building Type 1.

ii) **20%** -Until Completion Lower Ground / Till 1st slab.

iii) **15 %** - Until Completion Upper Ground / Till 2nd slab.

iv) **10%** - Until Completion First Floor / Till 3RD slab.

v) **5 %** - Only after handing over possession of **"Type 1"**building completely habitable with all respect like Roads, Lights, Compound, Ground etc, etc.

Above percentages from Total areas to be Developed in Building type 2 and 3

A commitment of consent to sell above retained quantum of stocks or sales of stocks in building type 2 & 3 are required to be taken at every step by the Developers from Land Owner in writing,until the

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100 percent Constructed area in the building type 1 is completed and handed over to the land Owners within the time frame. Violation of the same be considered as misappropriation and mistrust on the part of Developer.

The Developers shall inform the Owner in writing the status and work progress at every stage under registered post and email at following address and the Owner shall give consent to further sales as scheduled above within 10 days from the receipt of intimation, failing which it shall be presumed as accepted by the Owner. The Developers are free to liquidate without waiting further.

Postal Address: 1701, Brighton Tower, Lokhandwalla Complex, Second Cross Lane, Andheri (west) Mumbai – 400 053.
Email add : hareshsobhani@yahoo.com

2) Earlier at the time of Development Agreement it was proposed to build one single mega structure, leading to a time-consuming process, therefore the layout changed to a newly designed 3 (Three) independent standalone structures & approved as mentioned above as type 1 with basement as free of FSI, type 2 and type 3 Buildings. Firstly, since the Type 1 Building which has only 3 Three layers of slabs, and Secondly the Land Owner has decided to retain the whole structure of Type 1 Building for themselves of which the Developers have agreed to the said demand of the owner, therefore it has been mutually decided between both the parties & the Developers have also agreed to handover Building Type 1 to the Owners within 30 months instead of 36 months agreed earlier with only (3) three-month grace period i.e on or before **23RD June 2018**. Although the Structural drawing of Building type 1 is already approved, however certain changes are required and to be approved by Town Planner, which is the responsibility of the owner to get the same renewal from authorities on or before 31ST August 2017, in case the Owner fails to get renewal of the same the Developers shall begin and continue the construction activity on 1ST September 2017 as already approved by Town Planner without waiting for renewal,

THE SUB-REGISTRAR ... SHAHAPUR

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The Developers are fully agreeable to pay the costof consideration in the form of buildable area in kind to the Owner hundred percent prior to handing over possession of building type 2 and type 3 to any third party, therefore they take sole responsibility to handover the possession of building type 1 to the land Owner first prior to handing over even a part possession in building type 2 and type 3.

The main essence of this **"Supplement Development agreement"** is in case Developer delays beyond 23rd June, the Owners shall be sufferers of their rights to the rental income, of which it is the sole responsibility of the Developers and they have agreed to pay in a **Hardship cost to the Owners towards loss of Rentals in the form of aPenaltyLumpsum Amount of Rupees 5,00,000/- (Rupees Five Lacs Only) Per Month,**against limited to only building structure type 1 an amount equals to the rentals Owners would have otherwise earned.

3) The Developers at their clause number 47of Development Agreement have already committed to complete the entire project on or before 23rd September 2018, with ultimate Grace period of total 3+6=9 months i.e on or before **23rd June 2019**, the Hopeth is now mutually agreed by and between both the parties by this Supplementary Agreement, that the amount already paid by the Developers to the Owners as **Refundable Security Deposit,** shall only be refunded after Developers have acquired Occupation certificate of all 3 structures Type 1,2 & 3 of plot No. 1, along with Occupation certificate of plot No. 5 as well, and the Hardship cost mentioned earlier at clause number 48 of Development Agreement reworked and more clarified at clause number 3 (three) herein above for building type 1 only. The Hardship cost for other structures remain unchanged.

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IN WITNESS WHEREOF the parties hereto have hereunto and the duplicate hereof set & subscribe their respective hands and seals the day & year first herein above written.



SIGNED, SEALED AND DELIVERED)
BY THE WITHIN-NAMED "**LAND OWNER**")
Shri Haresh Ramchand Sobhani)



SIGNED, SEALED AND DELIVERED)
BY THE WITHIN-NAMED "**DEVELOPERS**"
M/S. Damji Hari Infrastructure Pvt. Ltd.,
through Its Directors:



1. Shri Mahadev Damji Patel,



2. Shri Paresh DhanjiBhanushali,

WITNESSES: 1- _____ **2-** _____



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Asangaon.

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

2) Sunil B. Sonawane
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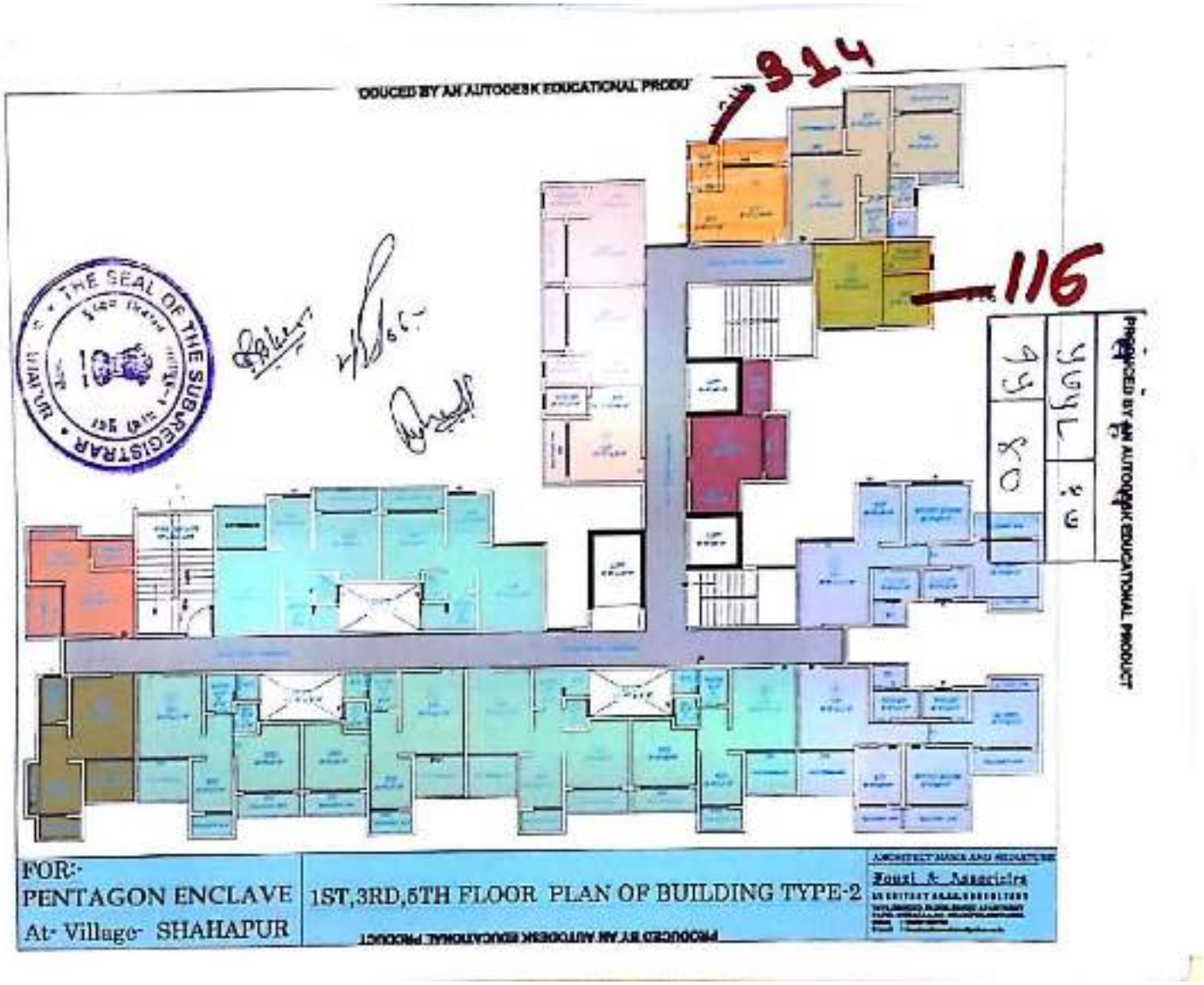
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SCHEDULE OF THE LAND.

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FOR:
PENTAGON ENCLAVE
At- Village- SHAHAPUR

2ND,4TH & 6TH FLOOR PLAN OF BUILDING TYPE-2

Kapil & Associates

SHAHAPUR • THE SEAL OF THE SUB-REGISTRAR

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FOR:-
PENTAGON ENCLAVE
At- Village- SHAHAPUR

7TH FLOOR PLAN OF BUILDING TYPE-2

ARCHITECT NAME AND SIGNATURE
Zaveri & Associates

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