



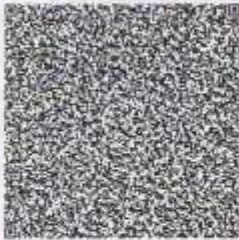
सत्यमेव जयते

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e-Stamp

Issued by: ADITYA CHAWALE
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Certificate No. : IN-MH14888818751033L
Certificate Issued Date : 15-Jan-2013 03:02 PM
Account Reference : SHCIL (FI)/ mhshcil01/ GOREGAON/ MH-MSU
Unique Doc. Reference : SUBIN-MHMHSKCIL0115793105294123L
Purchased by : SHIVAM PARIVAR DEV PVT LTD
Description of Document : Article 5(g-a)(ii) Sale Agreement
Property Description : ADDENDUM DEVELOPMENT AGREEMENT-NEW PANT NAGAR
PRABHAT CHSL,BLDG-151,PANT NGR,GHATKOPAR-E,MUMBAI-75
Consideration Price (Rs.) : 0
(Zero)
First Party : NEW PANT NAGAR PRABHAT CO OP HOUSING SOCIETY LTD
Second Party : SHIVAM PARIVAR DEV PVT LTD
Stamp Duty Paid By : SHIVAM PARIVAR DEV PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorized Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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SHCIL E-Stamping

Receipt

To be filled in by the client

Stamp Duty Purchased By	SHIVAM PARIVAR DEN PUT LTD.		Stamp Duty Paid by	☐ 1st Party ☒ 2nd Party
Stamp Duty Amount	Rs. 100/-	Type of Payment	☒ Cash ☐ Cheque ☐ DD ☐ Pay-Order ☐ NEFT ☐ RTGS ☐ Account to Account Transfer	
Cheque/ DD/ PO/ UTR/ REF/Account No.			Date: 15/01/2013	
Bank Name			Branch Name	
Counter Signature with Seal				

ADDENDUM

THIS ADDENDUM TO THE DEVELOPMENT AGREEMENTS is made at Mumbai this 16 day of Jan 2013 ~~2012~~ **NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD.,** Society registered under the provisions of the Maharashtra Co-operative Societies Act 1960 and bearing registration No.BOM/HSG/8009, ON 12/05/1983, dated 04/05/1996 and having their registered office at between Building . No. 151, PANT NAGAR, GHATKOPAR (E), Mumbai – 400 075, herein referred to as the said Society and individually referred to as the said Society of the ONE PART:

AND

SHIVAM PARIVAR DEVELOPERS PVT.LTD a, Company registered under the Companies Act 1 of 1956 and having its office at Washington Plaza, 2nd floor, behind Ratna Hotel, Off S.V. Road, Goregaon (W) Mumbai 400 062 at herein referred to as "THE DEVELOPER" of the OTHER PART.

WHEREAS :

1. The said Society is Lessees of MHADA in respect of Bldg. No. 151 of C.T.S. No. 5740, PANT NAGAR, GHATKOPAR (E) Mumbai 400 075, in Brihan Mumbai and the plot so held as Lessee by the said Society is describe in the schedule First hereunder written.
2. The said MHADA has constructed the buildings bearing No. 151 at the said plot of land aforesaid held by them as Lessees as aforesaid.
3. The said Society has 32 members who are occupying Flats in the building constructed by the said Society on its Plot held by it as Lessee as aforesaid.
4. The said Society has entered into with the Developers separate Development Agreement as under for the purpose of redevelopment of their properties.
 - (i) The Society has entered into Development Agreement dated 5th September 2007 registered at the Kurla, Sub-Registry under Serial BDR3- 06487-2007 on 05/09/2007 with the Developer herein as the Developer
 - (ii) And as per the said Development Agreement the Society is agreed to grant development rights in respect of the plots held by them as Lessee in favour of the Developer and permission for grant of such development rights have already been obtained by the Society from MHADA.
 - (iii) In accordance with the arrangement arrived at between the Society and the Developer, the Developer has proposed to construct (on obtaining permission from MHADA , the Municipal Coporation and all other Concerned Authorities) one multi story building of Ground car parking + 14th Floors

residences wherein not only the members of the said Society will be accommodated by allotment to them flats (each flat of 385 sq.ft. which shall comprise of 325 Sq.ft. Carpet Area + 60 Sq.ft (Dry Balcony, Nitches, Flower Bed) and all the other flats (being surplus flat) in such multi storied building will be sold by the Developer on ownership basis to other parties.

(iv) The Parties hereto are aware that subsequent to the execution of the said Development Agreement by the Developers with the said Society as aforesaid the Developers have obtained approval from MHADA for construction of Building/s on Plot of the Society and the members of the Society has vacate and handed over vacant possession of their respective flats to the Developer. Now Developer will demolish the building and the Developer has paid and has been paying to the members concerned Displacement Compensation for obtaining Temporary Alternate Accommodation

(v) After the aforesaid Development Agreements were executed and after the plans for construction of new building as aforesaid were submitted to the Concerned Authorities it was decided to revise the terms between the said Society as specified hereunder.

5. Accordingly in the new multi storey building/s which is to be constructed with in 30 Months from CC by the Developer on the plot of the concerned Society the each existing member (32) shall be allotted one flat having carpet area of 500 sq.ft. (2 BHK) including Fungible FSI and each member shall be provided additional amount of Inconveniences and Hardship compensation fund of Total Rs. 4,000,00/- will be paid in the slab Rs. 1,00,000/- at the time of CC and Rs. 3,00,000/- at the time of the time of handing over possession of the new flat in the newly constructed building to the existing members. Displacement compensation for obtaining Temporary

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alternate Accommodation in form of 4 quarterly post Dated cheques will be as follows:

- A. Rs. 18,000/- per months for the first 12 month with one month rent and brokerage and shifting Rs. 5000/- starting from July 2012 to June 2013.
- B. Rs. 20,000/- per month for the next 12 month with one month rent and brokerage and shifting Rs. 5000/-
- C. Rs. 22,000/-/- per month for the next 12 month (with additional 6 month + 6 months grace period) one month rent and brokerage and shifting Rs. 5000/- . Then Rs. 2000/- increase every twelve Months there after up to Possession or up to OC with one month rent as brokerage & shifting Rs. 5000/- .
- D. In event of Developer is unable to give possession to the members with in 30 months the Developers will be given grace period of another 6 months however despite this grace period so given the Developer will be unable to give Possession then Developer will pay Rs. 10,000/- per Day penalty to the society.

After taking into consideration the above circumstances, it is necessary to execute this Addendum for recording the new arrangement between the said Society and the Developer.

**NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY
AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The parties hereto agree that the recitals recorded in these presents shall form integral part of this Agreement, as if the same are set out in the body of this Agreement, and the parties hereto deemed to have recorded, repeated and confirmed the recitals recorded hereinabove.
2. The Society confirm that the typical floor plan whereon the flats for the existing members of the Society is to be accommodated has been

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approved by the members of the Society, which is ANNEXUED hereto.

3. In lieu of the carpet area of 500 sq.ft (2BHK) inclusive of the Fungible F.S.I. to be allotted to all the existing members of the said Society by the Developers along with the Inconvenience and hardship and the Displacement compensation for Temporary Accommodation to all the members of the said society.
4. The Developer shall be entitled to make such types of flats in respect of the flats to be constructed on floors other than the floors whereof the member's flats are to be constructed (herein referred to as surplus flats) and all such flats are to be at the disposal of the Developer for sale on ownership basis in the open market subject however where the authorities concerned shall require the Developer to reserve the flats which are to be allotted to the members/person nominated by the authorities concerned.
5. Each member shall be paid Displacement compensation as per the clause no. 5 A, B, C and D aforesaid.
6. It is agreed by and between the parties hereto that in case if the Layout of the Pant Nagar is not sanctioned and the titbit FSI is not granted till the completion of the building meant for the members of the Society, then the Developer shall handover possession of the newly constructed building constructed for the members of the Society pending the development of the balance area belonging to the Developer. The Development shall be completed by the Developer on receipt of such approvals of layout. The Developer shall have development rights in respect of the Plot with the right to use and exploit 2.5 FSI of Layout (Layout Policy) i.e. Pant Nagar (Layout Plot) ("**Minimum FSI**") for construction of such number of building or buildings as may be desired by the Developer on the Plot for the consideration and on the terms and conditions as contained herein.