The Developer shall be entitled to consume, the Minimum FSI as well as FSI which can be availed by purchase of TDR, FSI of tit-bit land, NTBNIT Lands, any amenity open space already allotted or to be allotted in future as also compensatory/fungible F.S.I as per the prevailing D.C. Regulation and also the maximum permissible BUA allowed either, by paying premium or otherwise on the Plot by MHADA as generated under DCR 33 (5).

Any other benefits which may arise in future after handing over the possession of the complete project building by obtaining full O.C. of the total project to the said Society and after the said Society shall taken over the same with their satisfactory completion letter shall be the sole right of the Society and the Developer shall not have any benefits other than those specified herein above.

7. It is agreed between the parties hereto that the Development Agreements executed by the named Society with the Developer shall be read as modified by the provisions contained in this Supplemental Agreement. The Developers confirm that the total cost of construction of the new building from the stage of planning till obtaining of approval to the building plans obtaining of the commencement certificate and till the obtaining of the occupation certificate in respect of the redevelopment of new building shall be borne and paid by the Developer alone without requiring any reimbursement from the Society concerned and/or the Members concerned.

8. It is hereby agreed by the parties that the Society with its members shall execute an Irrevocable Power of Attorney in favour of the Developer for the purpose of the redevelopment Society and that the Society and its members agree to give their consent for the demolition of the existing structure.

9. The Developers agree and undertake to provide stilt Car Parkingto be shared in the ratio of 50:50.

10. The stamp duty and registration charges in respect of this Agreement shall be borne and paid by the Developers alone.

11. No other terms or conditions of the said Development Agreement shall be negated or changed as a result of this here stated addendum. If any terms and conditions of the said Development agreement are to be changed the same shall be effected by executing a separate Supplemental Agreement.

12. That the agreement supersedes all prior communications between the said Society/members and the Developer including all oral or written proposals. Any variation, additions and modification of this agreement between the parties shall be valid only if in writing signed by the persons authorised.

13. The Developer shall obtain full & unconditional Occupation Certiface in respect of the said newly constructed Building dully completed in all respect within 30 Months from the Date of CC plus Grace Period of 6 Months.

14. The Developer do not transfer any development rights to other developer/s without NOC from the society/s all 32 members.

15. Developers agree to pay all the outgoings in respect of the entire property till the developers handover the new flats to all the existing 32 members with O.C.

16. The Approved plan of multy storey building (Ground car parking + 14 floor residences) sanction by MCGM. The developer shall the same floor plan to the society for Approval.

17. The Developer shall not call upon the members of the society to take possession of the newly constructed Bldg unless and until the developer obtain the Occupation Certificate from the concerned authority.

18. All points and amenities mention in the development Agreement Regd. Dated 05/09/2007 will remain.

19. The plot will be developed as per the present MHADA policy of 2.5 FSI & in event of any modification to present policy resulting into additional benefit than the same will shared on mutually agreed terms subject to consumption of such benefit.

20. It is further agreed that in event of Developer unable to complete the construction of the said Building with in 30 Months from the Date of CC plus Grace Period of 6 Months, then this Agreement shall ceased to exist & rights of the Agreement without intimation or Notice to the Developer by the Society, however such non existence of this Agreement and Forfeiture of rights therefrom will be subject to non occurance of any/all of the situation/s, condition/s as mentioned in the FORCE MAJURE clause more particularly mentioned herein below.

21. The Developers shall be at liberty for seeking a further extension/ indulgence with respect to the time for carrying out the re-development of the said Property of the said Society, in case such a Force Majeure situation/ condition/s as more particularly mentioned herein below arises, than the Developers shall intimate to the said Society in writing about such Force Majeure situation/ condition being experienced the same shall be mutually decided between the Society and Developers as if there is no delay on the part of the Developer.

22.FORCE MAJEURE :

It is further agreed and confirmed between the parties hereto, that the interpretation in terms of Force Majeure shall mean and include all natural calamities and/or any act of God and/or any such act which is commonly beyond the control of the parties hereto viz. Earthquake, Floods, Tidal waves, Riots, War, Tempest, Civil Commotion, Terrorist attacks, Fire, Scarcity of Material, Strike & Political Unrest only, change in Policy of any relevant competent Authority or non clarity in the policy of any relevant competent Authority or policy of any relevant competent Authority is not in place or there is ambiguity policy of any relevant competent Authority.

23.This addendum is irrevocable.

ANNEXURE



TYPICAL FLOOR PLAN

PROPOSED REDEVELOPMENT OF EXISTING BLDG. NO - 151 MHADA LAYOUT, PANT NAGAR, GHATKOPER (E), M U M B A.

TENTATIVE PLAN : SUBJECT TO APPROVAL FROM CONCERNED AUTHORITIES

PRABHAT C.H.S.LTD.,

BLDG NO. 151

R.A. ALAI'S GR. MUMBAI Regd. No. [illegible]

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land admeasuring 640.55 square meters, Bearing Survey No. 236A and C.T.S. No 5740 of Village District Bandra, Mumbai situated lying and being at Pant Nagar, Ghatkopar (East) Mumbai – 400 075, within the Registration District and Sub District of Mumbai suburban and is the owner of the said building viz. Pant Nagar Prabhat C.H.S. Ltd., situate lying and being at building Number 151, Pant Nagar, Ghatkopar (E), Mumbai – 400 075 consisting of ground + 3 upper floors, having plot area of 640.55 square meters and containing 32 (thirty two) residential tenements standing thereon within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the)S.N.Salunke.
Withinnamed " SOCIETY")A.YADAIRI
NEW PANT NAGAR PRABHAT) P.K. Doshi
CO-OPERATIVE HOUSING SOCIETY LTD.,) P.R. Bhosale
Through its office Bearers) Hanif.S Ansari
) Pranoj Thackkar
In the presence of (all the existing members) A. Surti
of the withinnamed Society))H.C Mulani
)S.Y. Pawar.

SIGNED AND DELIVERED by the)
Withinnamed "DEVELOPER")
SHIVAM PARIVAR DEVELOPERS PVT.LTD)

In the presence of.)

BEFORE ME

R. A. ALATE B.SC.,LL.B
NOTARY GREATER MUMBAI
1/B 7, Dehgre Sadan, Mohili Village
Saki Naka, Mumbai-400 072

MR. M. AHAMED
ADVOCATE HIGH COURT MUMBAI

****

DATED THIS DAY OF 2013

****

NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD.

ONE PART

AND

SHIVAM PARIVAR DEVELOPERS PVT. LTD.

OTHER PART