



महाराष्ट्र MAHARASHTRA

2023

BY 595447



श्रीमती लता सांगळे

THIS SUPPLEMENTAL AGREEMENT made at Mumbai on this 1st day of August 2023

BETWEEN

SHUBHJIVAN BUILDERS PRIVATE LIMITED, a Private Limited Company incorporated and registered under the provisions of the Companies Act, 1956, and having its Registered Office at 301, Goyal Shopping Arcade, S. V. Road, Borivali (West), Mumbai, 400092, hereinafter called the "said Shubhjivan/Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART;**

AND

M/S. GAURI ENTERPRISES, a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 and having its registered Office at Ground Floor, Saffron-I, Holy Cross Road, I. C. Colony, Borivali (West), Mumbai - 400 103 hereinafter called the "said Gauri" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivors or

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SHUBHJIVAN BUILDERS PVT. LTD.

301, Coyal Shopping Arcade,
3rd Floor, S. V. Road,
Opp. R.V. Station, Borivli,
Mumbai - 400 092.

मुद्रांक विकत घेणाऱ्याचे नाव _____
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विक्रीबाबतची नोंद यही अनु. क्रमांक _____
मुद्रांक विकत घेणाऱ्याची सही _____ परवानाधारक मुद्रांक विक्रीत्याची सही _____
परवाना क्रमांक : ८००००९०
मुद्रांक विक्रीचे नाव/पत्ता : श्री. कल्पेश प्रेमजी गाला
शॉप नं. ४, भाग्योदय विल्डींग, ७९ नजीकदास मास्टर रोड, फोर्ट, मुंबई-४०० ००९.
शासकीय कार्यालयासमोर/न्यायालयासमोर पंजीकृत घातक नोंदणीसाठी मुद्रांक
कागदाची आवश्यकता नाही. (आस अ क्रमांक दि: ०९/०९/२००४) नुसार
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक
खरेदी केल्यापासून दमहिन्यात वापरणे बंधनकारक आहे.

17 APR 2023

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survivor of them and the heirs, executors, administrators and assigns of last such surviving Partner) of the **OTHER PART**;

WHEREAS:-

- By diverse deeds and documents, the parties hereto either became entitled to develop and/or became the Owners of various properties, being the First, Second, Third, Fourth and Fifth Property more particularly described Firstly, Secondly, Thirdly, Fourthly and Fifthly respectively in the First Schedule hereunder written and collectively referred to as the "**said Properties**" together with the Right of Way.
- By a Development Agreement dated 25th September, 2007, registered with the Sub-Registrar of Assurances at Borivli-5 under Sr. No. BDR-11/9434/2007 on 20th November, 2007, the said Gauri granted the development rights of the First and Second Property described Firstly and Secondly in the First Schedule hereunder written to the said Shubhjivan on the terms and conditions therein set out and in consideration of the said

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Shubhjivan agreeing to provide 50% of the constructed area, parking and other benefits to the said Gauri.

(c) The said Shubhjivan is in the process of developing part of the said Properties, which forms part of the First Schedule hereunder written. . The said Shubhjivan is developing the property bearing Survey No. 118, Hissa No.11 corresponding to CTS No.917 admeasuring 1200.50 sq. mtrs. or thereabouts; Survey No. 118, Hissa No.12 corresponding to CTS No. 913A admeasuring 290 sq. mtrs. or thereabouts; Survey No. 118, Hissa No.13 corresponding to CTS No.914A admeasuring 401.10 sq. mtrs. or thereabout Survey No. 118, Hissa No.13 corresponding to CTS No.915A admeasuring 205.10 sq. mtrs. or thereabout in aggregate admeasuring 2096.70 sq. mtrs. or thereabouts alongwith the Properties bearing CTS. No.913B, 914B and 915B in aggregate admeasuring 169.50 sq. mtrs. or thereabouts which fall under D.P. Road and have been handed over to the MCGM in aggregate admeasuring 2266.20 sq.mtrs of Village Eksar, Taluka Borivali, Mumbai Suburban District more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **"said Property"**), which forms part of the Properties mentioned in the First Schedule hereunder written and which is the subject matter of this Supplemental Agreement..

(d) The said Shubhjivan has submitted the Building Proposals to the Municipal Corporation of Greater Mumbai ("MCGM") for construction of the building **"SIANNA HEIGHTS"** (**"said Building"**) and obtained IOD dated 20th October, 2018, amended IOD dated 12th July, 2021 bearing No. CHE/WSII/3031/R/N/337/4/Amend for construction of the said building on the said Property more particularly described in the Second Schedule hereunder written. The said Plans have been sanctioned consuming the FSI of the said Property, TDR, the FSI available in respect of Setback Road area and the Fungible FSI and the FSI allowed by payment of the premium or otherwise. The actual work of construction of the said building has commenced from 8th May, 2022 and further amended IOD dated 2nd February, 2023 bearing No. CHE/WSII/3031/R/N/337/6/Amend was obtained.

(e) The MCGM issued Commencement Certificate ("CC") dated 5th November, 2018 upto Plinth height only and further extended to 9th floor vide CC dated 21st February, 2023. Pursuant to the Sanctioned Plans, the said Shubhjivan has decided to construct a building to be known as "Sianna Heights" comprising of Ground Floor consisting of stilt parking, plus upper First, Second and Third level Podiums for parking plus Fourth Floor (being First Residential Floor) to 22nd upper residential Floors with a

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provision to raise additional floors as may be permitted from time to time ("said building") in accordance with the provisions of the Development Control and Promotion Regulations Act, 2034 and rules thereunder ("DCPR-2034") and other Regulations as may be applicable from time to time.

- (f) As mentioned above, the said Shubhjivan is under obligation to allot and provide, on ownership basis, to the said Gauri constructed units with parkings in the new building known as "Sianna Heights" to be constructed on the said Property more particularly described in the second schedule hereunder written. The constructed area coming to the share of said Gauri ("Gauri's entitlement") is finalized by the parties and annexed hereto in Annexure A.
- (g) The Parties hereto have modified certain terms and conditions between themselves mainly concerning the sharing of expenses and other terms as mutually agreed.
- (h) The Parties are desirous of recording the modifications in respect of their respective obligations and conditions and the sharing of expenses in the manner set out hereinafter .

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES
HERETO AS UNDER:-**

1. This is a Supplemental Agreement to the hereinbefore recited Development Agreement dated 25th September, 2007 and both shall be read and construed together.
2. Pursuant to the hereinbefore recited Development Agreement, the said Gauri to shall be entitled to sell, deal with, alienate or retain its respective entitlement as the absolute owner thereof without any consent or concurrence of the said Shubhjivan..
3. Pursuant to the hereinbefore recited Development Agreement, the said Shubhjivan shall be entitled to sell, deal with, alienate or retain its respective entitlement as the absolute owner thereof.
4. On the Building Plans being amended, if any further or additional FSI is being available then the same shall be distributed by and between the said Shubhjivan and the said Gauri in accordance with the provisions of the hereinbefore recited Development Agreement absolutely.

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In future if there is any change in the plan and the MCGM or the authority has reduced the constructed area then the distribution of area will be mutually decided between gauri and shubhjivan

6. Each of the Parties are entitled to deal with their respective entitlements without any consent and/or concurrence of other of them.
7. Each of the Parties shall discharge their respective obligations under the hereinbefore recited Development Agreement.
8. Under the aforesaid Development Agreement dated 25th September, 2007, all the expenses in relation to the construction of the said Building including construction cost and or premiums are to be borne and paid by the said Shubhjivan. However, the Parties hereto have now mutually decided and agreed that the payments to be made to the MCGM and/or to the State Government only in respect of the MCGM premium, cost of procuring TDR, premiums to be paid for obtaining Additional FSI, Fungible Premium, and/or any premiums payable towards obtaining FSI shall be shared in equal proportion between Shubhjivan & Gauri. All other expenses /cost of the construction, Architect Fees, liaison expenses to be paid at all Departmental levels any other costs, charges, expenses and/or levies and taxes shall be borne by the said Shubhjivan solely, being the Developers herein and as more particularly set out in the hereinabove recited Development Agreement.
9. This being a Supplemental Agreement to the hereinbefore recited Development Agreement, stamp duty of Rs.500/- is being paid.
10. It is hereby agreed by the parties hereto that any obligation pertaining to the construction and completion of the Building shall be that of the said Shubhjivan only and that the said Gauri shall not be liable for any obligation in any manner whatsoever under RERA. The said Shubhjivan shall also be liable for any obligations under RERA as the Developers/Promoters.
11. It is hereby agreed by the parties hereto that the following obligations, but not limited to, shall be that of the said Shubhjivan /Developers:
 - a) Shubhjivan & Gauri will be jointly be responsible for Formation of the society/Ultimate Organization of the flat purchasers and conveyance in the said new building;
 - b) All RERA obligations except obligation towards title clearance shall be that of the said Shubhjivan /Developers;
 - c) The construction and its completion and providing the amenities therein.
 - d) Obtaining all the required permissions for the development of the said Property.

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- e) Obtaining the occupation certificate on the completion of the building and the obligation of the defect liability shall be that of the said Shubhjivan /Developers.
12. It is agreed between the parties hereto that the said Shubhjivan shall be solely responsible for the defect liability under RERA and the said Gauri shall not be held liable for the same in any manner whatsoever.
13. The said Gauri will cause the Owners, including itself to convey the property described Firstly and Secondly in the First Schedule hereunder, excluding the setback area handed over to the BMC to the ultimate Organization on the completion of the project in all respect.

THE FIRST SCHEDULE ABOVE REFERRED TO

Firstly:- (The First Property).

(includes the Property bearing Survey No. 118, Hissa No.11 corresponding to CTS No. 917 admeasuring 1200.50 sq. mtrs.):

ALL THAT piece or parcel of land bearing Survey No. 115, Hissa No.8 corresponding to CTS No. 922 admeasuring 376.60 sq. mtrs.; Survey No. 118, Hissa No.11 corresponding to CTS No. 917 admeasuring 1200.50 sq. mtrs.; Survey No. 118, Hissa No.15 corresponding to CTS No.920 subsequently sub divided into 920A and 920B admeasuring 629.90 sq. mtrs. in all aggregating to 2207 sq. mtrs. or thereabout.

Secondly:- (The Second Property)

(includes the Property bearing Survey No. 118, Hissa No.13 corresponding to CTS No. 914A and 914B admeasuring 452.30 sq. mtrs.)

ALL THAT piece or parcel of land bearing Survey No.118, Hissa No.13 corresponding to CTS No. 914 and further subdivided into CTS No.914A admeasuring 401.10 sq. mtrs. and CTS No.914B admeasuring 51.20 sq. mtrs. total admeasuring 452.30 sq. mtrs.; property bearing Survey No. 118, Hissa No.10 corresponding to CTS No.918 admeasuring 894.50 sq. mtrs.; property bearing Survey No. 115, Hissa No.7 corresponding to CTS No. 924 and subdivided into CTS No.924A, admeasuring 192.80 sq. mtrs., CTS No.924B admeasuring 578.80 sq. mtrs., CTS No. 924C admeasuring 7.90 sq. mtrs. CTS No. 924D admeasuring 4.20 sq. mtrs., total admeasuring 783.70 sq. mtrs.; property bearing Survey No. 115, Hissa No.4 corresponding to CTS No. 932 and sub-divided into CTS No. 932A area admeasuring 206.80 sq. mtrs., and CTS No. 932B admeasuring 119.30 sq.mtrs. total admeasuring 326.10 sq.mtrs or thereabouts, and in aggregate admeasuring 2456.60 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District.

Thirdly:- (The Third Property)

(includes the Property bearing Survey No. 118, Hissa No.12 corresponding to CTS No. 913A and 913B admeasuring 403.30 sq. mtrs.)

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ALL THAT piece or parcel of land bearing Survey No.118, Hissa No.12 corresponding to CTS No. 913 and further subdivided into CTS No.913A admeasuring 290 sq. mtrs. and CTS No. 913B area admeasuring 113.30 sq. mtrs. total admeasuring 403.30 sq. mtrs.; property bearing Survey No. 118, Hissa No.16 corresponding to CTS No.916 admeasuring 393.70 sq. mtrs.; property bearing Survey No. 118, Hissa No.14 corresponding to CTS No. 919 admeasuring 739.10 sq. mtrs.; property bearing Survey No. 115, Hissa No.9 corresponding to CTS No. 921 admeasuring 999.10 sq. mtrs or thereabouts and property bearing Survey No. 115, Hissa No.5 corresponding to CTS No. 925 admeasuring 1430.80 sq. mtrs or thereabouts and in aggregate admeasuring 3966.00 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District.

Fourthly:- (The Fourth Property)

ALL THAT piece or parcel of land bearing Survey No.115, Hissa No.1/3 corresponding to CTS No. 931 admeasuring 3123.40 sq. mtrs. and Survey No.115, Hissa No.1/5 corresponding to CTS No. 935 admeasuring 807.10 sq. mtrs. or thereabouts and in aggregate admeasuring 3930.50 Sq. Mtrs. situate lying and being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District.

Fifthly:- (The Fifth Property)

ALL THAT piece or parcel of land bearing Survey No. 118, Hissa No. 13 corresponding to CTS No. 915 and further sub-divided into 915A admeasuring 205.10 sq. mtrs. and 915B admeasuring 5.00 sq. mtrs. in aggregate admeasuring 210.10 sq. mtrs. or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO:-
(the said Property)

ALL THAT piece and parcel of land bearing CTS No.917 admeasuring 1200.50 sq. mtrs. or thereabout; CTS No. 913A admeasuring 290 sq. mtrs. or thereabout; CTS No.914A admeasuring 401.10 sq. mtrs. or thereabout CTS No.915A admeasuring 205.10 sq. mtrs. or thereabout in aggregate admeasuring 2096.70 sq. mtrs. or thereabouts alongwith an area falling in Road set back bearing bearing CTS. No.913B, 914B and 915B admeasuring 169.50 sq.mtrs. in all aggregating to an area admeasuring 2266.20 sq.mtrs. of Village Eksar, Taluka Borivali, Mumbai Suburban District.

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

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JAC * NO.

THE COMMON SEAL OF]
SHUBHJIVAN BUILDERS PRIVATE LIMITED]
has been hereunto affixed pursuant to a]
Resolution dated 10-12-2018]
passed by its Board of Directors]
authorizing Mr.Girish J Govani ,]
the Managing Director of the]
Company who has signed these presents]
in token thereof in the presence of ..]
PAN No. : AABCS0062L]

SHUBHJIVAN BUILDERS PVT. LTD.

e. J. Gorani

Director

In the presence of]

SIGNED AND DELIVERED by the]
withinnamed "the said Gauri"]
M/s. GAURI ENTERPRISES]
PAN NO.AAGFG7871D]

For GAURI ENTERPRISES

18/12
Partner

In the presence of]



20/1
BEFORE ME

JAGDISH TRYAMBAKRAO DONGARDIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Ganesh Chawl Committee, Kranti Nagar,
Zopadpatti, Akurli Road, Kandivali (East),
Mumbai - 400 101

6 NOV 2023



ANNEXURE A

SIANNA HEIGHTS				
Sr. No.	Floor	Flat No.	Rera Carpet in Sq. Mtrs	Rera Carpet in Sq. ft.
1	5th	501	91.23	982.00
2	5th	502	87.61	943.00
3	5th	503	85.10	916.00
4	5th	504	70.42	758.00
5	9th	901	91.23	982.00
6	9th	902	87.61	943.00
7	9th	903	85.10	916.00
8	9th	904	70.42	758.00
9	11th	1101	91.23	982.00
10	11th	1102	87.61	943.00
11	11th	1103	85.10	916.00
12	11th	1104	70.42	758.00
13	13th	1301	91.23	982.00
14	13th	1302	87.61	943.00
15	13th	1303	85.10	916.00
16	13th	1304	70.42	758.00
17	15th	1501	91.23	982.00
18	15th	1502	73.76	794.00
19	15th	1504	70.42	758.00
20	16th	1601	91.23	982.00
21	16th	1602	87.61	943.00
22	16th	1603	85.10	916.00
23	16th	1604	70.42	758.00
24	20th	2001	91.23	982.00
25	20th	2002	87.61	943.00
26	20 th	2003	85.10	916.00
27	20 th	2004	70.42	758.00

For GAURI ENTERPRISES


Partner

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For GAURI ENTERPRISES

JG
Partner





SHUBHIVAN BUILDERS PVT. LTD.

A. J. Borani

Director



301-GOYAL SHOPPING ARCADE,
OPP. RLY. STATION, S. V. ROAD,
BORIVALI (WEST), MUMBAI-400 092.
PHONE : 2890 5434 - 2890 8584
E-MAIL : shubhjivan@gmail.com



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE
BOARD OF DIRECTORS OF **SHUBHJIVAN BUILDERS PVT. LTD.** HELD ON 10th
December, 2018 AT THE REGISTERED OFFICE OF THE COMPANY.

“RESOLVED THAT Shri Girish J. Govani, a Director of the company, be and is hereby
authorized to finalize and complete the formalities; to sign applications, letters, communications,
legal documents, Conveyance, Agreements, Bonds, Indemnity Bonds, Declaration, Affidavits,
Power of Authority, Court papers and papers related to Municipal Corporation of Greater
Mumbai, or any other Government or Semi Government Authorities, documents related to
handling over the reservations and ULC and any other documents; for and on behalf of and in the
name of the company.

CERTIFIED TO BE TRUE COPY
FOR:- **SHUBHJIVAN BUILDERS PVT. LTD**


(B. J. Govani)
(DIRECTOR)



DATED THIS ^{1st} DAY OF August 2023

BETWEEN

Shubhjivan Builders Private Limited
..the said Shubhjivan

And

M/s. Gauri Enterprises
..the said Gauri

SUPPLEMENTAL AGREEMENT