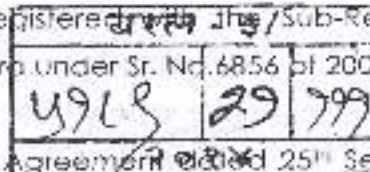


mtrs., S. No.118, H. No.14, CTS No.919 admeasuring 739.10 sq. mtrs., S. No.115, H. No.9 CTS No.921 admeasuring 999.10 sq. mtrs. and S. No.115, H. No.5, CTS No.925 admeasuring 1430.80 sq. mtrs. and making an aggregate of 3966.00 sq. mtrs. or thereabouts at Village Eksar, Taluka Borivli, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (for short "the Fourth Property") have by an Agreement dated 14th October, 2005 and registered with the Sub-Registrar of Assurances at Bandra-6 under Sr. No.6855 of 2005 granted development rights to M/s. Asmita Enterprises (hereinafter called "the said Asmita") for the consideration and on the terms and conditions therein set out and pursuant to the said Agreement the said Original Owners have put the said Asmita in possession of the said Fourth Property described in the First Schedule herein in possession of the said Asmita and granted an irrevocable Power of Attorney dated 14th October, 2005 in favour of two of the Partners of Asmita and which has been registered with the Sub-Registrar of Assurances at Bandra under Sr. No.6856 of 2005.



- (viii) By a Development Agreement dated 25th September, 2007, the said Asmita granted development rights to Shubhjiwan for the development of the property described as Third property and Fourth property in the First Schedule hereunder and hereinafter referred to as the Third and Fourth Property (acquired by Asmita from their respective owners) for the consideration and on the terms and conditions therein set out and in consideration of Developer agreeing to provide 50% of the constructed area, parking and other benefits to the said Asmita. The said Development Agreement is registered with the Sub-Registrar of Assurances, Borivli-5 under No. BDR 11-09435-2007 on 20th November, 2007.



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- (ix) in the premises; pursuant to the said two Development Agreements mentioned hereinabove, the Developers became entitled to develop the said First, Second, Third and Fourth Property described in the First Schedule herein and which are hereinafter collectively referred to as the "said Properties"
- (x) The said Gauri and the said Asmita have made the payment of the total consideration amount to the respective Owners and have been put into vacant and peaceful possession of their respective Properties in part performance. In turn the said Gauri and the said Asmita have put the Developers into vacant and peaceful possession of the said Properties.
- (xi) The Properties of Gauri and Asmita are adjacent to each other and the said developer has amalgamated the
- (xii) The Developers have accordingly submitted a plan for amalgamation and subdivision of the said properties as described in the First Schedule hereunder written to the Brihan Mumbai Mahanagarपालिका and also submitted building proposals for construction of buildings in the said area to the Mumbai Municipal Corporation and obtained the IOD and C.C.
- (xiii) The Developers have spent all the monies and incurred expenses from the date of the Development Agreement till the date hereof for leveling and complying with the provisions of the BMC in respect of the set back and DP Road area so as to make available the Road to all the Plots, got the building Plans sanctioned and also obtained IOD and CC at their own costs, charges and expenses.



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(xiv) Certain disputes and difference arose by and between the said Asmita Enterprises and the Developers which have been amicably settled pursuant to which it has been agreed that the Developers shall release all their right, title and interest under the said Development Agreements in respect of the portion of the larger Property bearing CTS No. 931 A to H and 932 A & B more particularly described in the Second Schedule hereunder written and hereinafter referred to as the said Asmita's plot and shown on the plan annexed hereto and thereon shown surrounded by Red colour boundary line and Pink colour wash together with the benefit of sanctioned 100% and CC with a right to consume the 100% and 100% fungible FSI, the FSI available in respect of the 100% area or any other FSI area available by payment of premium or otherwise in respect of the said Asmita's plot as described in the Second schedule hereunder written and hereinafter collectively referred to as the said Asmita plot for the consideration and on the terms and conditions set out hereinafter. The said Properties, excluding the said Asmita's Plot, is shown on the Plan annexed hereto and thereon shown surrounded by the 7.50% Colour boundary line and Pink Colour wash.

(xv) The said Asmita shall be entitled to construct the proposed building on the said Asmita's Plot by consuming the FSI of the said Asmita's Plot plus TDR FSI and the fungible FSI to the intent that the said Asmita shall be entitled to the said Plot, construct the building and sell the Units on ownership basis and hereafter all the costs charges and expenses shall be incurred and suffered by the said Asmita.



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(xvi) As part of the said Asmita Plot, the Developers have also agreed to allocate to the said Asmita, the property bearing CTS No. 932 A & B admeasuring 326.10 sq.mtrs.

(xvii) The said Asmita and Developers have agreed to arrive at settlement and agreed to modify the terms and conditions of the said development agreement dated 25th September 2007 which came to be executed between the said Asmita and Developers in respect of the property described as Third property and Fourth property in the first schedule hereunder written.

(xviii) The parties have also arrived at certain agreements, the parties hereto are now desirous of recording the same in the manner hereinafter appearing.

NOW IT IS AGREED, AND BETWEEN THE PARTIES HERETO AS UNDER:

1. All the ~~facts~~ ^{terms} recorded in the recitals hereinabove are true to the knowledge of the parties hereto and shall form an integral part of this agreement.

2. This ~~shall be~~ ^{is} a supplementary agreement to the said Development Agreement dated 25th September 2007 executed between the parties and the said development agreement shall be read and construed ~~together with~~ ^{as per} this supplemental agreement.

3. The said development agreement dated 25th September 2007 which came to be executed between Asmita and Developers shall stand modified and read and construed as per this Supplemental Agreement.

4. The said Asmita shall be entitled absolutely to the said Asmita's plot described in the Second Schedule hereunder written exclusively and on execution hereof the said Asmita has been put into vacant and peaceful possession of the said property being the

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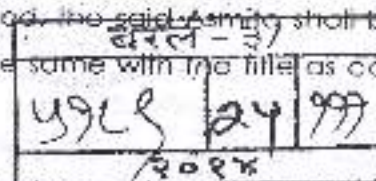
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said Asmita's Plot together with the benefit of the sanctioned plan, IOD and CC together with the FSI, TDR, fungible FSI, the FSI or benefit in respect of the setback area and all the FSI/area as may be available in respect thereof by payment of premium or otherwise with all the right, title and interest to enable to said Asmita to amend or modify the sanctioned plan, have the building plan sanctioned, consume the FSI available in accordance with the provisions of D.C. Regulations as may be in force from time to time in respect of the said Asmita's plot.

5. The said Asmita shall be an absolute owner to deal with, dispose of the said Asmita's plot with marketable title free from encumbrances beyond reasonable doubt.

6. The said Developers declare that the said Developers have not created any third party right, title or interest of any nature whatsoever and not induced any person/s in the said Asmita's plot and upon execution of this deed, the said Asmita shall be entitled to deal with and dispose of the same with the title as acquired by the said Asmita.



7. The said Developers hereby declare that they have not created any third party rights in respect of the said property bearing CTS No.932 A & B forming part of the Asmita's Plot and they shall not be entitled to have any claim, right, title or interest of any nature whatsoever in respect of the Asmita's plot.

8. The said Asmita hereby declare that they have not created any third party right, title and interest in respect of the Property more particularly described in the First Schedule hereunder written and that save and except the Property described in the Second schedule hereunder written, the said Asmita shall not be entitled to any claim, right, title and interest of any nature whatsoever in respect of the remaining property described in the First Schedule hereunder written.



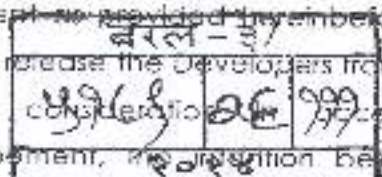
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9. In view of the settlement arrived between the parties hereto and in consideration of the amount spent between the parties it is agreed that the said Asmita's Plot described in the Second Schedule hereunder with an admeasuring 3449.50 sq. mtrs shall be retained and developed by the said Asmita, without giving any constructed area, Parking and any Consideration to the Developer. However the developer shall develop the remaining Property forming part of the Properties described in the First Schedule herein.

10. In view of the settlement arrived at and in consideration of the adjustment of the amount spent by the said developers, the various efforts put in and approval being obtained, the infrastructure being provided by the said layout by the developers and the said plot being 32 A & B being made available and the said Asmita's plot being released from the provisions of the development agreement dated 27th September 2007 in favour of the Asmita it is agreed that the developers shall be entitled to the balance base land of the entire property except the Asmita's plot without giving any constructed area parking or without providing any consideration to the said Asmita save and except as provided hereinbefore. Now the Asmita hereby relieve and release the Developers from providing the constructed area or any consideration in accordance with the Development Agreement, the condition being that now the Asmita shall be entitled exclusively and absolutely to the said Asmita's plot only and shall not have any claim of any nature whatsoever under the development agreement for providing constructed area to the said Asmita.

11. The Asmita confirm and declare that now they are absolutely entitled only to the Asmita plot more particularly described in the Second Schedule hereto on which the proposed building by whatsoever name is to be constructed and save and except that the Developers are absolutely entitled to all the remaining property of the Asmita forming part of the Properties described in the First



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Schedule hereunder with a right to the Developers to amalgamate
the same with any other Properties.

12. It is further agreed between the parties that the Developers shall be entitled to amend the building plans and modify from time to time by utilizing the maximum permissible FSI arising out of the said properties save and except the Asmita's plot with their own funds and all the constructed area out of the FSI in respect of the base land shall belong to the Developers exclusively and entitled to and deal with the same in the manner they may deem fit and proper.

13. The said Asmita or her participants in their personal capacity have save and except as provided herein above have no claim, right, title or interest of any kind whatsoever against the said developers in respect of the said properties described in the First Schedule hereunder written save and except the Asmita's plot described in the Second schedule hereunder written.

14. The said Asmita or the said Developers or the person/s claiming through them shall not do any act, deed, matter or thing or omit to do any act, deed, matter or thing or give up any rights or allow to lapse any rights which would prejudice or affect their respective rights as crystallized under this supplemental agreement and the documents referred to under this deed.

15. The Developers hereby confirm that as part of understanding and as agreed upon, they have taken various steps including to get the earlier IOD dated 21st March 2007 bearing Ref. No. CH/EA-4098/BP (WS)/AR in respect of the said Asmita's Plot in respect of which they have acquired development right from their respective Owners and now the said Asmita are entitled to in their own right to carry out development either by themselves or through their nominee or nominees in such manner as they may deem fit and proper.

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16. The Developers hereby declare and confirm that they have continued the services of Shri Ashok Gandhi as Architect till completion of development work on the said Asmita's Plot and the said Asmita shall alone bear, pay and discharge all his professional fees and other charges payable to him till date. The Developers hereby confirm that the said Asmita are entitled to continue the services of the said Architect Shri Ashok Gandhi for development of the said Asmita's Plot and shall alone, bear, pay and discharge their professional fees and other charges.

17. The Parties hereto shall sign, execute and deliver such further deeds, writings and assurances as may be required by other of them for perfecting their respective right, title and interest and shall extend full co-operation to other of them. All the prior documents referred to in the recitals shall be read and construed together with this supplementary agreement and none of the parties shall have right to terminate or revoke the arrangement concluded and as recorded herein.

18. The said Development Agreement in respect of the said Properties was duly executed and for payment of stamp duty and accordingly the Stamp duty has been paid thereon, and since the said Asmita's Plot described in the Second Schedule hereunder written has been withdrawn from the purview of the said Development Agreement, which shall be restricted only in respect of the remaining property, no further stamp duty is payable on these presents being Supplementary Agreement modifying the terms of the said Development Agreement and accordingly a stamp duty of Rs. 100/- is paid on these presents.

19. The said Development Agreement and the terms and conditions contained thereunder shall now be read and construed alongwith this Supplementary Agreement.



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

THE FIRST SCHEDULE OF THE PROPERTY

FIRST PROPERTY

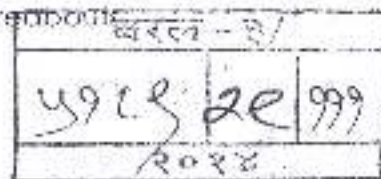
ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Borivli, in the registration district and Sub District of Mumbai City and Mumbai Suburban bearing Survey No.118, H.No.11, C.T.S. No. 917 admeasuring 1200.50 sq.mtrs., S.No.118, H.No.15, C.T.S.No.920 A & B admeasuring 629.90 sq.mtrs. and S.No.115, Hissa No. 8, C.T.S.No. 919 admeasuring 376.60 sq.mtrs. making an aggregate of 2207.00 sq.mtrs. or thereabouts.

SECOND PROPERTY

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Borivli, in the registration District & Sub District of Mumbai City and Mumbai Suburban bearing S.No. 118, H.No.13, C.T.S.No.914A admeasuring 452.30 sq.mtrs., S.No. 118, H.No.10, C.T.S.No.918 admeasuring 894.50 sq.mtrs., S.No.115, H.No.7, C.T.S.No.924 A & B admeasuring 783.70 sq.mtrs. and S.No.115 H.No.4, C.T.S.No.932 admeasuring 326.10 sq.mtrs. making an aggregate of 2456.60 sq.mtrs. or thereabouts.

THIRD PROPERTY

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Borivli, in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing S.No.115, H.No.1/3, C.T.S.No.931 A,B,C,D,E,F,G & H admeasuring 3,23.40 sq. mtrs. and S.No.115, H.No.1/5, C.T.S.No.935 admeasuring 807.10 sq.mtrs., making an aggregate of 3930.50 sq.mtrs. or



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thereabouts which includes D. P. Road (The area mentioned herein is as per P. R. Card.)

FOURTHLY

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar Taluka Borivli in the registration District & Sub-District of Mumbai City and Mumbai Suburban bearing S. No. 118, H.No.12, C.T.S.No.913 a & b admeasuring 403.30 sq.mtrs. S.No.118, H.No.16 C.T.S.No.916 admeasuring 393.70 sq.mtrs., S.No.118, H.No.14, C.T.S.No.919 admeasuring 739.10 sq.mtrs., S.No.115, H.No.9, C.T.S.No. 921 A B and C admeasuring 999.10 sq.mtrs. S.No.115, Hissa No.5, C.T.S.No.925 A, B, C & D admeasuring 1430.80 sq.mtrs. making an aggregate of 3866.00 sq.mtrs. or thereabouts which includes D. P. Road (The area mentioned herein is as per P. R. Card).

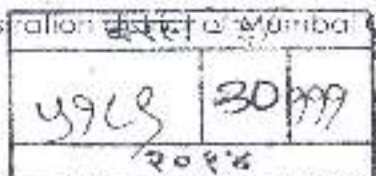


SECOND SCHEDULE ABOVE REFERRED TO:

LAND TO BE DEVELOPED BY ASMITA

(ASMITA'S PLOT)

All that piece or parcel of land bearing CTS No.931A, B, C, D, E, F, G & H admeasuring 3123.40 sq. mtrs. and CTS No.932A & B admeasuring 326.10 sq. mtrs. at Village Eksar Tal: Borivli in the registration District of Mumbai City and Mumbai Suburban.



SIGNED SEALED AND DELIVERED

By the withinnamed "the said Asmita"

M/S. ASMITA ENTERPRISE

By the hands of its partners

In the presence of ...

Swati A. Varde
Partner

Asmita Enterprises

[Signature]

Partner
(MR. MUYEEN U. RAHMAN)

