favour of the Developers inter alia conferring various power in favour of the Developers for doing necessary acts, deeds, matters and things on behalf of the Society related to the redevelopment;

C. After the registration of the Development Agreement it has been noticed by both the parties hereto that certain terms and conditions agreed upon between the parties hereto have been inadvertently remained to be added/ mentioned in the development agreement which eventually came to be registered and whereas by mutual consent of both the parties hereto it has been agreed upon to amend /modify and /or clarify certain clauses of the Development Agreement and in view of the same the parties have decided to enter into this supplemental development agreement recording the said amendments/ modifications and /or clarifications in the manner hereinafter appearing.

D. The Society convened the Special General Body Meeting to approve the new terms to be incorporated in the Supplemental Agreement. All the members of the Society present in the meeting in principle accepted the additional terms and authorized the Committee Members of the Society namely (1) Mr. Vinod Lotlikar (Hon. Chairman), (2) Mr. Kapil Gupta (Hon .Secretary) and, (3) Rajendra Bhushan (Hon. Treasurer) to approve the draft of Supplemental Development Agreement after incorporating the suggestions if any from the members and thereafter to execute the Supplemental Development Agreement. It is further resolved that the draft approved by Committee members shall be binding on the members of the Society and the members shall not challenge the same before any Court of Law and/or any forum. A copy of the Resolution passed in the Special General Body Meeting of the Society held on _____ is annexed hereto as Annexure "_____".

E. The Society do hereby declare and confirm that all the Members of the Society have received the draft of this Supplemental Development Agreement from the Committee Members of the

Society and this Supplemental Development Agreement is finalized after incorporating all the suggestions /recommendations received from the members.

F. The Parties hereto have now agreed to execute this Agreement supplemental to the said Development Agreement to incorporate the modified terms mutually agreed between them as hereinafter appearing.

NOW THIS SUPPLEMENTAL DEVELOPMENT WITNESEETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1) The Parties hereto do hereby agree and declare that the said Development Agreement and Power of Attorney shall be deemed to be valid and binding upon the parties', hereto save and except what is added and modified hereinafter:

The Society has in its Special General Body Meeting held on 27th February, 2021 confirmed the offer/proposal of the Developers and appointed the Developers herein as Developers for redevelopment of the said Property.

It is agreed between the parties hereto that the Developers shall be entitled to approach and represent the Society before Collector for conversion of the said Plot as freehold Plot and for the said purpose to execute all necessary deeds, documents and writings etc., as they may deem, fit and proper.

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4) It is clarified between the parties hereto that the Developers shall adhere to the time schedule of the redevelopment work as mentioned in the said Development Agreement. In the event, the Developers fail to complete the construction of the said New Building and/or comply with the time schedule then in such circumstances, it is agreed between the parties that the time shall be extended as may be mutually agreed between the Society and the Developers (**"said Extended Time"**).Further, if the Developers fail to complete the construction of the said New Building in the said Extended time then the Society shall have a an option either to terminate the said Development Agreement

and all other incidental documents or extend the time based on the progress of the Work.

5) The Developers had acquired development rights in respect of the Adjoining property owned by Santacruz Mangalmurti CHS (Prop) bearing Final Plot Nos. 138 and 139, Santacruz TPS V and bearing CTS No. 2046, 2048 of Village Vile Parle and CTS No.5 of Village Bandra -I Ward situate, lying and being at Santacruz (East), Mumbai-400 055 (hereinafter referred to as **"said Adjoining Plot"**).

6) The Society have accordingly in its Special General Body Meeting held on _____, given their consent and NOC for joint development of the Society's Property viz; All that piece and parcel of Final Plot of land bearing No. 137 of Santacruz TPS V admeasuring about 780.10 sq.mtrs (as per Property Card) bearing Survey No. 330/134 and CTS No. 2049 of Village Vile Parle, Taluka Andheri in the Registration District of Mumbai City and Sub-District of Mumbai Suburban with the Adjoining Plot viz; All that piece and parcel of plot of land bearing F.P No. 138 & 139, Santacruz TPS -V and bearing CTS No. 2046, 2048 of Village Vile Parle and CTS No. 5 of Village Bandra-I Ward situated at Santacruz (East), Mumbai – 400 055 as per the regulation 33(11) and 3(10) or any other regulation of DCPR, 2034, applicable from time to time and for the said purpose execute all the necessary documents from time to time in favour of the Developers.

7) The said Plot and said Adjoining Plot shall unless referred to independently hereinafter be collectively referred to as **"the said Amalgamated Plot"**.

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8) As per the authority granted to the Developers, the Developers herein submitted the proposal /plans for joint development of the said Plot and the said Adjoining Plot under Regulations 33 (10) and 33 (11) of Development Control and Promotions Regulations, 2034 (**"DCPR, 2034"**). The Developers have accordingly procured Letter of Intent bearing No.

HE/MHADA/STGOVT/0002/20201110 dated 26th August, 2022 for Amalgamation /Joint Development of the Proposed Scheme under Regulation 33 (10) of DCPR, 2034 on the said Adjoining Plot and S.R Scheme under Regulation 33 (11) of DCPR, 2034 on the said Plot. A copy of the Letter of Intent dated 26th August, 2022 issued by Slum Rehabilitation Authority is annexed hereto as **Annexure "_"**.

9) The Developers have also procured Intimation of Approval **(IOA)** bearing No. HE/MHADA&STGOVT/0002/20201110/AP/COM dated 7th September, 2022 under Regulation 33 (10) & 33 (11) of Development Control and Promotion Regulations 2034 for construction of the New Building to be known as "_____" comprising of Ground plus 7th upper floors (hereinafter referred to as **"the said New Building"** on the said Amalgamated Plot.

10) In addition to Clause 7 of the said Development Agreement to the Society/Existing Members:

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If the dissenting Member delays vacating his/her/their Flats beyond the date as fixed therein despite the Developers fulfilling its obligations then such Member shall be liable to pay to the Developers, the agreed liquidated damages of Rs. 10,000/- (Rupees Ten Thousand Only) per day from the date fixed till he/she/they vacate/s their existing flats. The liquidated damages payable to the Developers shall be adjusted against the rental compensation payable to such defaulting member/s under these presents. The aforesaid right of the Developers to receive liquidated damages is without prejudice to the right of the Developers to seek any legal remedy against such defaulting member/s.

(ii) Further, in the event if there being any litigation initiated by any dissenting Member/s or any person claiming through such dissenting Member/s of the

Society, then the Developers at their expense shall defend and resolve such litigation or cause such Member/s at their cost to have it resolved, immediately so that the redevelopment work is not hampered in any manner. The society and its appointed lawyer will extend every possible help to the builder in this case. Without prejudice to the above , the Developers shall be entitled to recover from such Member/s a sum of Rs. 10,000/- (Rupees Ten Thousand Only) per day and all the other expenses incurred by the Developers in the project including the rent payable to the other members till such injunction is vacated and the same shall be adjusted against the rental compensation due and payable to such Member/s. The Developers shall withhold possession of such Member's Flat/s till the balance unpaid damages are paid to the Developers and such holding of the possession of the Member's New Flat shall not be construed as a delay on the part of the Developers and the Developers shall have a charge on such Member's flat till such amount is recovered by the Developers from such Member. For further clarification – a dissenting member shall be one who has not signed the DA or Supplementary DA and PAAA with the Developer and not handed over vacant possession of the flat as described in the schedule below.

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11) Further, in addition to the declarations, representations and warranties by the Society, the following shall be included and read in conjunction with the said Development Agreement:

(i) The Society do hereby declare and undertake that the Society shall admit all the prospective purchaser/s of the Developers Flats as its member/s and also admit the Developers as member/s of the Society in respect of the unsold flats.

(ii) The Developers shall become members of the Society in respect of any unsold flats out of the Developers Entitlement, in which case upon the Developers subsequently selling any such flats to prospective purchasers, the Society shall admit such prospective purchaser/s as member/s of the Society without charging any transfer charges/transfer fees from the Developers or such prospective purchasers. It is clarified that subsequent sales made by the transferees of the Developers i.e. prospective purchaser will attract regular transfer fees/charges as per the norms of the Society.

(iii) The Society do hereby declare and undertake that they shall not disturb and/or cancel the Developer's Car Parking Spaces allotted by the Developers in favour of the prospective purchaser/s in future.

(iv) In continuation of Clause 27 of the Force Majeure Events under the said Development Agreement, the following events shall also be included and shall be read in conjunction with the said Development Agreement:

(a) Act of Gods which includes cyclone, tsunami, perils of the sea or air, explosion, lockdowns, pandemics, epidemics, and/or any other natural or manmade disaster or unforeseen naturally occurring event affecting redevelopment on the said Amalgamated Plot;

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(b) any notice, order, rule, notification of government authority affecting the redevelopment on the said Amalgamated Plot;

(c) any notice , order, rule , notification of the Government or other public , judicial or Competent Authority affecting the redevelopment on the said Amalgamated Plot and/or curtailment of construction activities which shall affect the redevelopment on the said Amalgamated Plot pursuant to any general orders by any Government or local bodies or authorities , etc;

(d) any restrain and/or injunction and/or prohibition order of the Court or any other judicial or quasi -judicial authority and/or statutory authority affecting the redevelopment on the said Amalgamated Plot;

(e) Non- availability of cement, steel, sand or any building material (Provided this situation affects the entire industry);

(f) Non -issuance of sanctions /approvals and/or non-acceptances of proposals by SRA/MCGM and/or Concerned Authority (Provided this situation affects the entire industry);

(g) Stoppage of work due to any order of injunction arising out of any notice, claim or dispute in respect of the Society's title to the property and/or any dispute inter se between the members and/or due to dispute raised by any members of the Society and in pursuance whereof the Developers are prevented, restricted or delayed in performance of its obligations hereunder;

(h) The parties hereto agree that the period of completion of the construction work shall be subject to Force Majeure conditions PROVIDED HOWEVER that the Developers shall inform the Society in writing in the event of occurrence of such Force Majeure condition. The Developers shall in such case be entitled to inter alia an extension for completion of the New Building of such equivalent during which period such force majeure condition were in force. Notwithstanding anything contained in the said Development Agreement and this Agreement, any delay in completion due to encountering force majeure conditions shall not render the Developers liable for payment of any liquidated damages or penalty or interest or termination for such period of force majeure.

13) This Supplemental Development Agreement shall always be treated as part and parcel of the said Development Agreement and be read concurrently with the said Development Agreement

and be treated as co-existent with the said Development Agreement. All the terms and conditions of this Agreement shall be deemed to have been incorporated in the said Development Agreement.

14) All other clauses of this Agreement shall be deemed to form part and parcel of Development Agreement and the said Development Agreement and this Agreement shall for all practical purpose be deemed to form one document and shall be binding on the Society, Developers and all the Members of the Society.

15) It is hereby agreed and between the parties that save and except modifications/amendments as stated hereinabove, the said Development Agreement read with the Supplemental Development Agreement shall remain unchanged and unaltered and is valid, binding and subsisting on the parties thereto. This Agreement is co-terminus and co-existent with the Development Agreement read with this Agreement.

16) Each party shall be liable to pay their respective tax liabilities for additional area purchase by them.

17) If any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives the same shall be subject to the exclusive jurisdiction of Courts in Mumbai.

18) All the costs, charges and expenses incidental to these presents and all other documents to be executed in pursuance hereof including the stamp duty and registration charges payable if any, shall be borne and paid by the Developers. The Parties hereto shall bear and pay the professional charges of their respective Advocates /Solicitors.

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19) This agreement is supplemental to the Development Agreement dated 14th June 2022 which is already stamped and is treated as principal document under section 4 of the Maharashtra Stamp act 1958 and as such minimum stamp duty of Rs 500 is paid. In any case the stamp duty and registration charges for this agreement shall be borne and paid by the Developers.

20) This Agreement may not be varied except by an instrument in writing signed by the Concerned parties.

21) PAN numbers of the Society and the Developers as required under Rule 114B of Income Tax Rules 1962 are as under :-

SOCIETY	PAN NO.
SAI BABA CO-OPERATIVE HOUSING SOCIETY LIMITED	
M/s. AMBIT BUILDERS AND DEVELOPERS	**ABRFA0331L**

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

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST. (BANDRA)

SCHEDULE OF THE PROPERTY

(Description of the Property)

All that piece and parcel of lands, ground, admeasuring about 780.10 sq. Meters (as per Property Card, 780.10 sq. metres) bearing C.T.S. No.2049, Village / Vile Parle (East), Taluka/ Andheri, District : Mumbai Suburban, Survey No.330/134 and F.P. No.137 Santacruz TPS-V, of Prabhat Colony Road No.4, Santacruz (East), Mumbai – 400 055 and bounded as follows:-

On or towards North	:	Boundary of Bombay of Prabhat Colony Municipal Primary School C.T.S. No.2047 Village/ Vile Parle (East), and F.P. No.136, Santacruz TPS-V.
On or towards South	:	Boundary: of TPS, 4th Road.
On or towards East	:	Boundary of H/E Municipal Ward Office CTS No.2050, Village/ Vile Parle (East), and F.P.No.136-A, Santacruz TPS-V.
On or towards West	:	Boundary of Santacruz Mangalmurti C.H.S. Ltd., C.T.S. No.2048 Village/ Vile Parle (East), and F.P. No.138, Santacruz TPS-V.

AMBIT BUILDERS & DEVELOPERS

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SIGNED AND SEALED)
By The Withinnamed)
"M/S. Ambit Builders And)
Developers,)



The Developers)
By The Hand Of Its)
Authorized Partner)
Mr. Rajendra Prasad Sharma)
In The Presence Of :)
1.
2.

COMMON SEAL of the withinnamed "Society
SAI BABA CO-OPERATIVE HOUSING)
SOCIETY LIMITED)
has been hereunto affixed)
pursuant to the Resolution passed by the Members)
at its Special General Body Meeting held on)
_____ authorizing the following)
Office bearer from members of the Managing)
Committee namely



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)

(1) Mr. Vinod Lotlikar , Hon. Chairman)



(2) Mr. Kapil K. Gupta, Hon. Secretary)



(3) Rajendra Bhushan , Hon. Treasurer)

to execute these presents)

in the presence of ....

WITNESSES;

1) Bhaskar

2)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 2 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★ सह मुख्य निबंधक अंधेरी क्र. २ मुंबई उपनगर, जिल्हा (बांद्रा)

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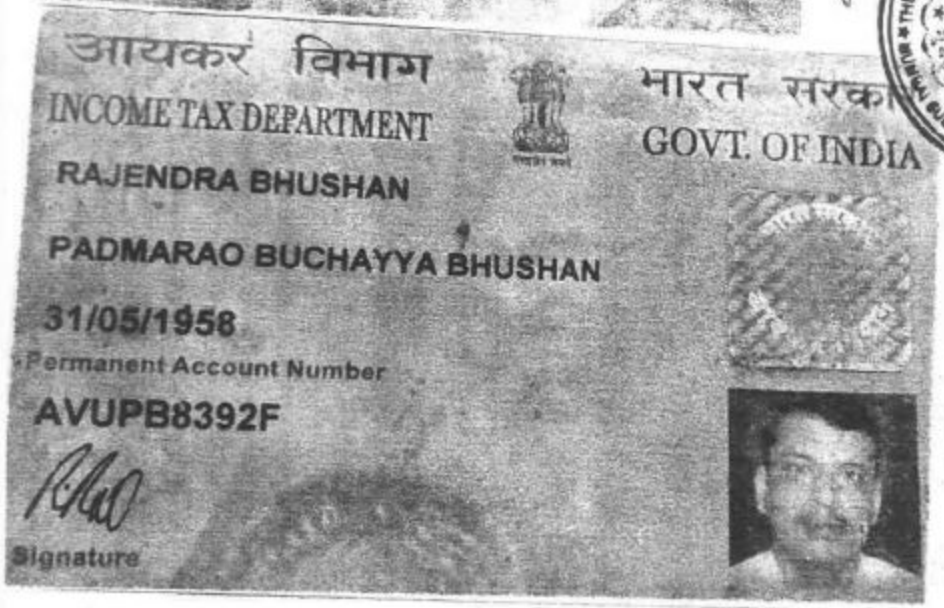
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आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ALUPS0658R
RAJENDRA PRASAD SHARMA
MOHANLAL GANPATRAJ SHARMA
07/01/1966
हस्ताक्षर / Signature


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ABRFA0331L
AMBIT BUILDERS & DEVELOPERS
22/01/2020


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AFPPG0355L
नाम / Name
KAPIL KALICHARAN GUPTA
पिता का नाम / Father's Name
KALICHARAN OMPRAKASH GUPTA
जन्म की तारीख / Date of Birth
07/04/1976
हस्ताक्षर / Signature




आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरक
GOVT. OF INDIA
RAJENDRA BHUSHAN
PADMARAO BUCHAYYA BHUSHAN
31/05/1958
Permanent Account Number
AVUPB8392F
Signature


VINOD RAMKRISHNA LOTLIKAR
RAMKRISHNA SRINIVAS LOTLIKAR
20-01-1959
हस्ताक्षर /SIGNATURE
आयकर आयुक्त (अपील) केन्द्र
Commissioner of Income-tax (Appeals)

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