

Impounded 4/5.339-40
the D.S.-Act 1958 उच्च न्यायालय, मुंबई

Collector of Stamps, THANE
मुंबई न्यायालय मुद्रांक क. बा विकला

11 MAY 1993

155/1993

2-9-93

SUPPLEMENTAL AGREEMENT

THIS MEMORANDUM made at BOMBAY this 2nd day

of September in the Christian Year One Thousand Nine Hundred and Ninetythree BETWEEN (1) SWATI SAIPRASAD PRADHAN, (2) SAIHAS SAIPRASAD PRADHAN, (3) ATULCHANDRA SHREENATH NAVALKAR for self and as Karta and Manager of ATULCHANDRA SHREENATH NAVALKAR, H.U.F., comprising of himself, his wife SMT.AKHILA ATULCHANDRA NAVALKAR and son ANIKET ATULCHANDRA NAVALKAR, (3A) SMT.AKHILA ATULCHANDRA NAVALKAR, (3B) ANIKET ATULCHANDRA NAVALKAR, (4) SMITCHANDRA SHREENATH NAVALKAR for self and as Karta and Manager of SMITCHANDRA SHREENATH NAVALKAR, H.U.F.comprising of himself, his wife SMT.SWARANGI NAVALKAR, (4A) SMT. SWARANGI SMITCHANDRA NAVALKAR and (5) SMT. SNEHA SHREENATH NAVALKAR, all of

The market value of the property dealt with under this instrument is Rs. 98,00,000/- (Rs. Ninety eight lakh only) requiring a Stamp of Rs. 9,80,000/-

M/s. Eversmile Properties Pvt Ltd. has credited a deficit Stamp duty of Rs. 9,79,900/- (Rs. Nine lakh seventy nine thousand nine hundred only) under challan No 4- dt 4-10-1993 and Penalty of Rs. 100/- (Rs. hundred only) in the State Bank of India Thane Br.

Certified under sec 41 of the Bombay Stamp Act 1958, that the proper Stamp duty of Rs. 9,80,000/- (Rs. Nine lakh eighty thousand only) has been paid in respect of this instrument. This instrument is stamped.

Subject to the Provision of Sec. 53A of Bombay Stamp Act 1958

* EVN case No 58/93

Thane dt 13-10-93

Collector of Stamps, THANE

Bombay Indian Inhabitants, hereinafter called 'the

Owners' (which expression shall unless it be repugnant

to the context or the meaning thereof mean and include

their respective heirs, executors and administrators)

of the One Part, AND EVERSMILE PROPERTIES PRIVATE

LIMITED, a Company, registered under the Companies Act,

1956 having its registered office at 111, Maker Chamber

IV, Nariman Point, Bombay - 400 021, hereinafter called

'the Developers' (which expression shall unless it be

repugnant to the context or the meaning thereof mean

and include its successors and assigns) including such

Ultimate Body or Bodies when formed or incorporated) of

the Other Part.

दस्तावेज-२

3.

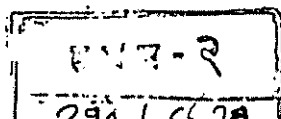
THE OWNERS HEREBY CONFIRM AND DECLARE AS
FOLLOWS :

(a) The Owners do and each of them hereby declare and confirm that they have not incurred or contracted any debts or liabilities in respect of the said property and that they have not done or caused to be done any act, deed, matter or thing that may give rise to any claim on the Developers based on breach of contract or negligence or any other cause of action nor have they created any charge, mortgage, lien, option, pledge or other encumbrances or third party rights in respect of the said property.

(b) The Owners hereby declare and confirm that there are no outstanding dues or demands payable by them or by anyone of them as and by way of Income Tax, Wealth Tax, Gift Tax and Estate Duty and that there are no notices and demands pending for payment of any such dues or demands.

4.

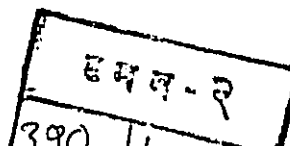
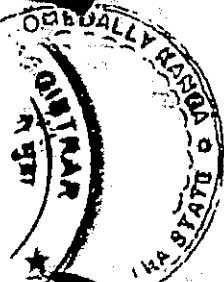
The Developers have become entitled to all the privileges rights and benefits in or relation to or arising out of or appertaining to the said property as if the Developers are absolute owners thereof and have been at liberty to deal with the said property and/or any part thereof and/or the premises comprised in the buildings constructed or to be constructed thereon in such manner as the



Developers may deem fit and proper in their sole discretion but at their entire risk as to costs and consequences PROVIDED HOWEVER that the same shall not entail liability whatsoever to the Owners. The said property as from the date of deemed completion thereof has been at the risk and on account of the Developers who are liable to meet all obligations whatsoever in respect thereof.

5.

As and when required by the Developers, the Owners shall take all necessary steps for execution of the necessary deeds and assurances for formal completion of the transaction in favour of the Developers and/or the Ultimate Body or Bodies (be it Cooperative Society/s, or Association of Persons, as the case may be) promoted by the Developers and/or the person/s deriving or claiming title under or through them, without incurring any liability monetary and/or otherwise. The Owners shall if so required by the Developers execute in favour of the Developers and/or their nominee/s a Power of Attorney in the form as may be finalized by the Advocate of the parties. It has been agreed that the said Supplemental Power of Attorney executed, if any, shall be by way of abundant caution and shall not absolve the Owners of their obligations in the matter. The said Power of Attorney dated 30th March, 1988 read with



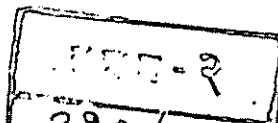
Power of Attorney dated 6th February, 1984 and the said Supplemental Power of Attorney executed, if any, in terms hereof shall subsist and be exercisable until such time as the said property is duly and completely transferred to and vested in the Developers and/or their nominees or assignees and until such time the Owners shall not revoke the same. The Powers and Authorities conferred as aforesaid shall be exercisable by the Developers and/or their nominee/s in accordance with the statutory rules and regulations for the time being in force at the entire risk as to costs and consequences and the Developers shall indemnify and keep indemnified the Owners in respect thereof and shall execute necessary Deed of Indemnity in that behalf.

In view of the provisions of the Urban Land (Ceiling & Regulation) Act, 1976, it is not possible for the Owners to execute Deed/s of Conveyance or Assignment in favour of the Developers and/or their nominee/s nor is possible for the Developers to obtain such Deed/s of Conveyance or Assignment in respect of the said property or any part/s thereof. However, at the time of execution and for admission of such Deed/s of Conveyance or Assignment before the registering authorities it will be necessary for the Owners to produce their respective certificates u/s 230A of the

Income Tax Act, 1961. It has therefore been agreed by the Owners and the Developers that in the meantime the Owners will maintain a deposit of Rs.30,00,000/- (Rupees Thirty Lacs only) with the Developers (which deposit shall carry interest @ 15 percent per annum) payable every quarter.

7.

The Owners do and each of them doth hereby agree and undertake to obtain, produce and furnish to the Developers their respective certificates u/s 230A of the Income Tax Act, 1961, within three months from the date of the Developers calling upon the Owners to obtain and produce the said certificates by written intimation in that behalf. Upon such intimation being received by the Owners, at their respective addresses, the Owners shall forthwith make application/s to the concerned Income Tax Officer/s and obtain their respective certificates and produce and furnish the same to the Developers within the time stipulated in the said written intimation. The aforesaid certificates are required to be produced and furnished to the Sub-Registrar of Assurances where the Deed/s of Conveyance or Assignment is/are to be registered and lodged for registration, to enable the Sub-Registrar of Assurances to register the same after receiving such certificates. The Owners hereby further agree



and undertake to pay all taxes and other demands made by the Income Tax Officers for and in connection with the issuing of certificates u/s 230 A of the Income Tax Act, 1961 of the Owners.

8. The Owners do and each of them doth hereby agree to indemnify and keep indemnified and save harmless, the Developers, their successors and assigns and their estates and effect, against any actions, suits, proceedings, cost, claims, demands, loss and damages, which may be instituted against or which the Developers may suffer or incur by reason of non-obtaining of or non-producing and non-furnishing by the Owners of the said certificates u/s 230 A of the Income Tax Act, 1961.

The liability under this Indemnity shall be limited only in respect of such Owner/s who has/have not obtained, produced and furnished his/her/their respective certificates but same shall not affect the Owners who have obtained, produced and furnished their certificate/s under this Indemnity.

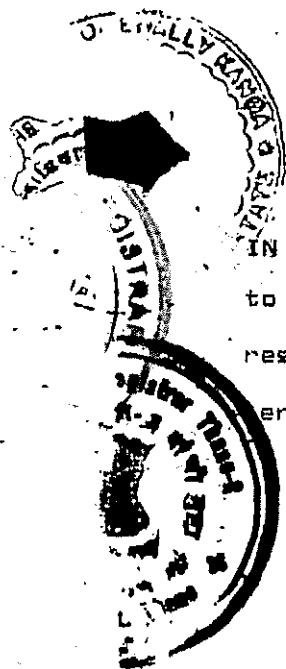
10. This Indemnity will remain in force and be open until such time that the Developers have completed their mini township project or housing complex known as 'SRISHTI' being

constructed by the Developers on the said property.

11. Notwithstanding anything to the contrary heretofore and/or otherwise, the Owners shall not be absolved and/or there shall not be a deemed waiver of their obligations, in the matter and the same shall continue until the due discharge by them of such obligations.

12. The terms and conditions of the said Composite Agreement to the extent that the same relate to the said property and in so far as the same are not contrary or inconsistent with this writing shall apply and be binding on the parties hereto.

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



SIGNED SEALED AND DELIVERED)
by the withinnamed OWNERS,)

S3 Pradhan

1. SWATI SAIPRASAD PRADHAN)

2. SAIHAS SAIPRASAD PRADHAN)

3. ATULCHANDRA SHREENATH)
NAVALKAR for self and as)
Karta & Manager of ATUL-)
CHANDRA SHREENATH NAVALKAR,)
H.U.F.comprising of himself,)
his wife, SMT.AKHILA ATUL-)
CHANDRA NAVALKAR and son)
ANIKET,)

3A.SMT.AKHILA ATULCHANDRA)
NAVALKAR,)

A & Navalkar

3B.ANIKET ATULCHANDRA NAVALKAR)

4. SMITCHANDRA SHREENATH)
NAVALKAR for self and as)
Karta & Manager of SMIT-)
CHANDRA SHREENATH NAVALKAR,)
H.U.F.comprising of himself,)
his wife SMT.SWARANGI SMIT-)
CHANDRA NAVALKAR,)

4A.SMT.SWARANGI SMITCHANDRA)
NAVALKAR,)

5. SMT.SNEHA SHREENATH NAVALKAR)

in the presence of ...

(V.B. Upadhyay)

SIGNED SEALED AND DELIVERED)

by the withinnamed DEVELOPERS,)

EVERSMILE PROPERTIES PRIVATE)

LIMITED, through its Director,)

SHRI S. N. DALMIA, in the)

presence of ...

For Eversmile Properties Pvt. Ltd.

Director.

Before Me

(S.V. BHANSALI) -

पञ्च-२

Lamail M. Kangra



EXHIBIT 'A'

THE SCHEDULE ABOVEREFERRED TO:
Description of the said land

FIRSTLY : (Lands belonging to Saihas Saiprasad Pradhan)

ALL THOSE pieces or parcels of land or ground of Lease Hold Tenure situate lying and being at the Village Mira, District Thane, in the registration Sub-District of Thane, containing by admeasurement 2,19,798.85 square metres or thereabouts and registered in the Books of the Talati, Bhayandar and Collector of Land Revenue, Thane under Survey nos. 207, 217, 218, 219, 220, 228, 229 and 230.

SECONDLY : (Lands belonging to Swati Saiprasad Pradhan)

ALL THOSE pieces or parcels of land or ground of lease Hold Tenure situate lying and being at the Village Mira, District Thane, in the Registration Sub-District of Thane, containing by admeasurement 2,06,717.70 square metres or thereabouts and registered in the Books of the Talati, Bhayandar and Collector of Land Revenue, Thane under Survey nos. 231, 232, 233, 234, 235 and 240, Hissa no.2.

THIRDLY : (Lands belonging to Sneha Shrinath Navalkar)

ALL THOSE pieces or parcels of land or ground of Lease Hold Tenure situate lying and being at the Village Mira, District Thane, in the Registration Sub-District of Thane, containing by admeasurement 1,29,798 square metres or thereabouts and registered in the Books of the Talati, Bhayandar and Collector of Land Revenue, Thane under Survey nos. 236, 238, 239, 244, 256, 257 and 258.

FOURTHLY : (Land belonging to Smithchandra Shrinath Navalkar)

ALL THOSE pieces or parcels of land or ground of Lease Hold Tenure situate lying and being at the Village Mira, District Thane, in the Registration Sub-District of Thane, containing by admeasurement 1,53,127.97 square metres or thereabouts and registered in the Books of the Talati, Bhayander and Collector of Land Revenue, Thane under Survey Nos. 75, Hissa no.2, 241, 248, 249, 250 and 251.

FIFTHLY : (Lands belonging to Atulchandra Shrinath Navalkar)

ALL THOSE pieces or parcels of land or ground of Lease Hold Tenure situate lying and being at the Village Mira, District Thane, in the Registration Sub-District of Thane, containing by admeasurement 1,47,232.59 square metres or thereabouts and registered in the Books of the Talati, Bhayander and Collector of Land Revenue, Thane under Survey nos. 242, Hissa no.6, 245, 246 and 247.

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DATED THIS 2ND DAY OF SEPT., 1993

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SWATI SAIPRASAD PRADHAN & ORS.,

...OWNERS

TO

EVERSMILE PROPERTIES PVT. LTD.,

...DEVELOPERS

SUPPLEMENTAL AGREEMENT

M E M O R A N D U M

