



महाराष्ट्र MAHARASHTRA

2017

SR 154391

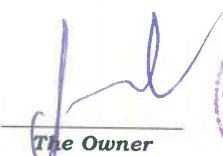
प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
19 SEP 2017
सक्षम अधिकारी

श्रीमती. एस. वि. मसूरकर

THIS **SUPPLEMENTAL DEVELOPMENT AGREEMENT**
("Agreement") is made on this 05th day of October , 2017

BETWEEN

NEHAL IMPORTS PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Gold Finch, 3rd Floor, 514-C, R. P. Masani Road, Matunga, Mumbai 400 019, hereinafter referred to as "**the Owner**" (which expression shall unless it be repugnant to


The Owner



1


The Developer



अडपत्र-१/ANNEXIURE - 1

मूद्रांक विक्री बाबतची नोंद वही अनु. क्र./दि.
(Serial No / Date)

27 SEP 2017

मूद्रांक विकत घेणाऱ्याचे नांव व रहिवाशी पत्ता **NEHA IMPORTS PVT.LTD.**
Stamp Purchaser Name/place of Residence & Sign **GOLD ... C 3d Floor,**
514-C R. Masani Road,
Matunga, Bombay-400 019

पत्तासंभारक मुद्रांक विक्रीवही सही

37011 R. 000A

LSV No. 0000009

6, Kondaji Bldg. No. 3, Nr. Tata
Hospital, Parel, Mumbai - 400 012.

(शासकीय प्रत्येक्यासमोर / त्याचालासमोर प्रतिपादन साफ करण्यासाठी मुद्रांक कागदाचे
आवश्यकता नाही. शासन आदेश दि. ०१/०७/२००४ नुसार)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी
केल्यापासून ६ महिन्यात वापरण बंधनकारक आहे.

the context or meaning thereof mean and include its successors and assigns) of the **ONE PART**;

AND

NATIONAL HAPPY HOMES, a registered partnership firm through its Partners, Mr. Jitesh K. Jain and Mr. Umang D. Kuwadia carrying on partnership business from 278, Ganga Heritage, Deodhar Road, Matunga CR, Mumbai 400019 hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**:

Owner and the Developer are hereinafter collectively referred to as "**Parties**" and individually as "**Party**", as the context may require.

W H E R E A S :

- A. By and under a Development Agreement dated 9th September, 2017 ("**Development Agreement**") duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBE/6317/2017 dated 11th September, 2017 executed by and between the Owner and the Developer herein, the Owner appointed the Developer to jointly redevelop of all that piece and parcel of leasehold land being Plot bearing no. 514C, corresponding to Cadastral Survey No. 17C/10 of Dadar Matunga Estate admeasuring 621 square yards equivalent to 519.22 square metres together with building known as "**Gold Finch**" hereinafter referred to as the said "**Existing Building**" consisting of a main building comprising of ground plus three floors and terrace, staircase room, two otlas and an outbuilding of ground floor and two garages standing thereon situate at Street No. 15, R.P. Masani Road, Matunga, Mumbai 400 019 (hereinafter referred to as "**said Property**") for a consideration and the terms and conditions contained therein;


The Owner




The Developer



- B. Pursuant to further negotiations and discussions between the Parties hereto, the Parties hereto have agreed to modify certain terms and conditions of the said Development Agreement which were inadvertent errors;
- C. The Parties hereto are now desirous of recording the same in the manner hereinafter appearing.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1. The Parties hereby declare and confirm that the said Development Agreement executed between them in respect of the said Property is valid, subsisting and binding on the Parties hereto save and except as modified herein.
2. The Parties hereto have mutually agreed and expressly recorded that Clause 3.1 of the Development Agreement shall be substituted in its entirety and the following shall be added in place and stead of Clause 3.1 of the Development Agreement:

"3.1 The Owner hereby irrevocably appoints Developer as the developer with respect to the said Property and the Developer hereby accepts such appointment from the Owner as developer in respect of the said Property to perform, fulfil and complete all roles, responsibilities and obligations under this Agreement on terms and conditions as set out herein in reliance upon the Owner's covenant to make payment of the Entitlements to the Developer in terms of this Agreement.

Notwithstanding the aforesaid, there is no transfer of Development Rights in favour of Developer by virtue of this Agreement."

3. The Parties hereto have agreed to add the following proviso to the Clause 4.1 of the Development Agreement:


The Owner




The Developer



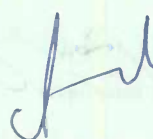
"4.1 Provided however, the Developer shall be entitled to the Developer's Premises/Entitlement only upon completion of 100% construction of RCC work of the Project and thereafter the Developer shall be entitled to sell the Developer's Premises/Entitlement.

4. The Parties hereto have agreed to add the following proviso to the Clause 4 of the Development Agreement:

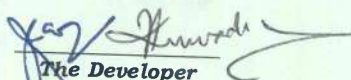
"4.6 As and when the Developer's Entitlement accrues to the Developer as aforesaid, the Developer shall raise an invoice on the Owner with the applicable GST in accordance with the applicable laws and the Owner shall be liable to pay the applicable GST to the Developer within the time as stipulated under applicable laws."

5. The Parties hereto have mutually agreed and expressly recorded that Clause 12.1 of the Development Agreement shall be substituted in its entirety and the following shall be added in place and stead of Clause 12.1 of the Development Agreement:

"12.1 The Owner is entitled to appoint the Developer as Developer of the said Property and no other person or persons has or have any right, title, interest, claim or demand of any nature whatsoever into or upon the said Property either by way of sale, allotment, exchange, assignment, release, mortgage (equitable or otherwise), gift, trust, inheritance, family arrangement, bequest, succession, possession, lease, sub-lease, tenancy, development rights, joint venture, agreement, license, lien, easement, partnership, loans, advances, or otherwise howsoever and it has good right, full power and absolute authority to develop or allow the same to be developed through the Developer and the title of the Owner to the said Property is clear and marketable and free from all reasonable doubts;"


The Owner




The Developer

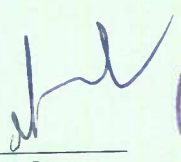


6. It is agreed that clauses substituted and added in the Development Agreement as mentioned in Clause 2, Clause 3, Clause 4 and Clause 5 above shall be effective from the time of execution of the Development Agreement.
7. Save as varied and modified by these presents all the terms, conditions, covenants, stipulations, rights, and liabilities under the Development Agreement shall remain in full force and effect and shall be binding on the Parties thereto.
8. It is agreed between the Parties that this Supplemental Development Agreement shall form part of the Development Agreement and be supplemental to the Development Agreement and this Supplemental Development Agreement along with the Development Agreement shall form a part of the entire understanding between the Parties. It is further agreed between the Parties that in the event of any contradiction in the provisions of the Development Agreement or this Supplemental Development Agreement, the provisions of this Supplemental Development Agreement shall prevail.

THE FIRST SCHEDULE ABOVE REFERRED TO
("the said Property")

All that piece and parcel of land being Plot bearing No. 514C, corresponding to Cadastral Survey No. 17C/10 of Dadar Matunga Estate admeasuring 621 square yards equivalent to 519.22 square metres together with building known as "Gold Finch" consisting of a main building comprising of ground plus three floors and terrace, staircase room, two otlas and an outbuilding of ground floor and two garages standing thereon situate at Street No. 15, R.P. Masani Road, Matunga, Mumbai 400 019 and assessed to rates and taxes by F-ward under No. 7034 (17C) and F-7034 (17CA) and bounded as follows:

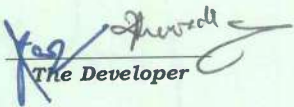
On or towards the North	:	By the Plot No. 514/B of the Corporation;
On or towards the East	:	By the Plot No. 514;
On or towards the South	:	By the Plot No. 512-A; and
On or towards the West	:	By the said R.P. Masani Road.


The Owner

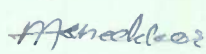


5



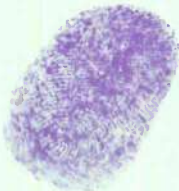

The Developer

SIGNED AND DELIVERED by)
the withinnamed the Owner)
NEHAL IMPORTS PVT. LTD.)
through its Authorized Signatory /)
Director,)
Mr. Arvind Chheda)
in the presence of....)

- 1. 
- 2. 

For NEHAL IMPORTS PVT. LTD.


Director



SIGNED AND DELIVERED by the)
withinnamed the Developer)
NATIONAL HAPPY HOMES)
through its Authorized Partners,)
Mr. Jitesh K. Jain)

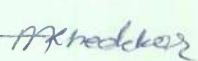
For M/s. NATIONAL HAPPY HOMES




Partner

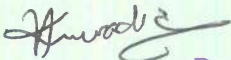


Mr. Umang Kuwadia)
in the presence of...)

- 1. 
- 2. 

For M/s. NATIONAL HAPPY HOMES

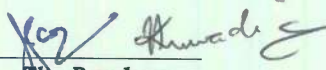



Partner




The Owner




The Developer



DATED THIS _____ DAY OF _____ 2017

BETWEEN

NEHAL IMPORTS PVT. LTD. ...the Owner

AND

NATIONAL HAPPY HOME ...the Developer

SUPPLEMNTAL DEVELOPMENT AGREEMENT
