



No.  
41.  
2513

Sandeep S Bhandekar  
Zithu

SUPPLEMENTARY AGREEMENT

THIS AGREEMENT made and entered into at Mumbai this 25<sup>th</sup> day of January 2013  
BETWEEN

M/s. SAKAAR DEVELOPERS, a registered partnership through its partner Rajesh Tarachand Kothari, having their principal place of business at Shree Govardhan Bhavan Co-op. Hsg. Socty. Ltd., No-6, Ground Floor, 212/218, Khetwadi Main Road, Mumbai-400 004, hereinafter referred to and called as "OWNERS & DEVELOPERS" (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **ONE PART**;

AND

SATCHIT DHARMA BHANDODKAR, an adult, Indian inhabitant of Mumbai residing at Room No. 29, Second Floor of Building known as "Laxmi Bhuvan", at Fanaswadi, 66, Sitaram Poddar Marg, Mumbai-400 002, hereinafter referred to and called as the "TENANT/OCCUPANT" (which expression unless it be repugnant to the context or meaning thereof shall mean and include his/her legal representatives, executors and assigns) of the **OTHER PART**;

The Owners & Developer and the Tenant/Occupant shall hereinafter collectively be referred to as "**Parties**".

WHEREAS

A. The Owners & Developers own, seize, possess and are well and sufficiently entitled to all pieces or parcels of leasehold land or ground situate, lying and

Zithu Sandeep S Bhandekar



being at Fanaswadi, now known as 'Sitaram Poddar Marg', in the city and Island of Mumbai and in the registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 421.41 sq. mtrs. registered in the Book of Collector of Land Revenue under Collector's New No.2622 and new Survey No.340 and Cadastral Survey No.2240 of Bhuleshwar Division and the building known as "Laxmi Bhavan" standing thereon assessed by Assessor and Collector of Municipal rates and taxes under 'C' Ward Nos.4719 (1), 4719(2) and street Nos. 70 & 70-A hereinafter referred to as the "SAID PROPERTY" for the sake of brevity, by virtue of and under Deed of Conveyance, dated 10<sup>th</sup> April 2010 registered with the Sub-Registrar of Assurance Mumbai at Sr. No.BBE3-3696-2010 on 17<sup>th</sup> April 2010.

- B. The Tenant/Occupant is in occupation, possession and use of and is entitled to Room No. 29 admeasuring 50.05 sq. ft. carpet, situated on Second Floor hereinafter referred to as the "SAID PREMISES" for the sake of brevity, in the building known as "Laxmi Bhuvan" hereinafter referred to as the "SAID BUILDING" at the Said Property, as monthly tenant/lawful occupant thereof paying monthly rent of Rs. 155/- inclusive of all taxes and permitted increase.
- C. The said building belongs to Category "A" Cessed Building erected before 1<sup>st</sup> September 1940 and as such it has outlived it's life and become inhabitable.
- D. Considering the safety of life and property of Tenants/Occupants of the said building the Owners & Developers have evolved redevelopment scheme of the Said Property under Regulation 33 (7) of Development Control Regulation for Gr. Mumbai 1991, hereinafter referred to as "SAID REGULATION" and "SAID DCR" respectively, for the sake of brevity, wherein the tenants/occupants of the building under redevelopment are required to be rehabilitated in the proposed new building to be constructed in place of the building under redevelopment by allotting a residential premises as and by way of permanent alternate premises, hereinafter referred to as the "PAP" in the building/s proposed to be constructed

*[Handwritten signatures and initials]*

on the said property free of cost and on ownership basis on the terms and conditions hereinafter contained.

On 11<sup>th</sup> August 2011 the Owners & Developers have procured NOC from Maharashtra Housing and Area Development Authority and have now procured IOD dated 27<sup>th</sup> November 2012 from the Mumbai Municipal Corporation and as such the Owners & Developers propose to demolish the said premises. The Parties have therefore executed Agreement for Allotment of Permanent Alternate Premises dated 21/01/2013 hereinafter referred to as "PRIMARY AGREEMENT". A copy of the said NOC and IOD is annexed and marked as ANNEXURE-I & II, respectively to the Primary Agreement.

- F. The Tenant/Occupant has requested the Owners & Developers that pending construction and delivery of new premises i.e. PAP to the Tenant/Occupant, the Owners & Developers shall pay transit compensation to the Tenant/Occupant towards temporary alternate accommodation to be hired/procured by him/her.
- G. Further in order to secure the Tenants/Occupants of their respective PAP's, the tenants/occupants have demanded a bank guarantee from the Owners & Developers.
- H. The Owners & Developers have acceded to the aforementioned requests/demands of the tenant/occupant and agreed to provide transit compensation and bank guarantee upon the terms and conditions incorporated, recorded in this Supplementary Agreement.

**THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. This Supplementary Agreement shall be read in conjunction with the Primary Agreement and forms part of the Primary Agreement.
2. The Tenant/Occupant agrees and undertakes that he/she and his/her family members will handover quite, vacant and peaceful possession of his/her Said Premises to the Owners & Developers within 30 days from the honour of the first cheque of transit compensation amount payable as per clause 3 of this agreement, subject to the Primary Agreement being executed and registered within aforesaid 30 days. In the event of default

*Rithu Sandeep S Bandedkar*



on the part of the Tenant/Occupant to handover vacant and peaceful possession of the Said Premises to the Owners & Developers within the aforesaid period, the Owners & Developers are authorized to charge a penalty at the rate of Rs.500/- per day and the same may be deducted by the Owners & Developers from the Corpus Fund amount payable to Tenant/Occupant. The Tenant/Occupant undertakes not to raise any objection to such deduction.

3. It is agreed that pending construction and delivery of PAP to the Tenant/Occupant, the Owners & Developers will make payment of compensation to the Tenant/Occupant towards temporary alternate accommodation to be hired/procured by him/her (Tenant/Occupant). It is agreed that in the event of delay in delivery of PAP beyond 33 months is caused then Owners & Developers shall pay to the Tenant/Occupant the transit compensation at increased rate of 30% on the last paid transit compensation amount as and by way of penalty. It is agreed that in the event of Owners & Developers handing over the lawful possession of the rehab premises i.e. new premises, to the Tenant/Occupant on or before 30 months mentioned above the Tenant/Occupant will return the cheque of balance transit accommodation compensation amount to the Owners & Developers failing which the Owners & Developers will be entitled to stop payment of the cheque. The rate of transit compensation amount and the manner in which it is payable is as follows:

Sr. No.	Period	Rate per month	Total	Cheque details
1.	1 <sup>st</sup> Month - 12 <sup>th</sup> Month Jan - 2013 to Dec - 2013	Rs. 13,800/-	Rs.1,65,600/-	Cheque No.000511, dated : 2/01/2013 drawn on BANK OF BARODA , Khetwadi Branch.
2.	1 <sup>st</sup> Month - 12 <sup>th</sup> Month Jan - 2013 to Dec - 2013	Lump Sum Amount	Rs.10,440/-	Cheque No.000782, dated : 20/03/2013 drawn on BANK OF BARODA ,

*With Sandeep S Bhandari*



				Khetwadi Branch.
3.	13 <sup>th</sup> Month - 24 <sup>th</sup> Month Jan - 2014 to Dec - 2014	Rs. 15,870/-	Rs.1,80,000/-	Cheque No.000783, dated : 22/01/2014 drawn on BANK OF BARODA , Khetwadi Branch.
3.	25 <sup>th</sup> Month - 30 <sup>th</sup> Month Jan - 2015 to June - 2015	Rs. 18,250/-	Rs.1,09,500/-	Cheque No.000784 , dated : 22/01/2015 drawn on BANK OF BARODA , Khetwadi Branch..
4.	31 <sup>st</sup> Month - 33 <sup>rd</sup> Month Jul - 2015 to Sept - 2015	Rs. 18,250/-	Rs.54,750/-	Cheque No. 000785, dated : 22/07/2015 drawn on BANK OF BARODA , Khetwadi Branch.
5.	34 <sup>th</sup> Month - 36 <sup>th</sup> Month Oct -2015 to Dec - 2015	Rs. 23,725/-	Rs.15,750/- + Rs. 55,425/- BY CASH or CHEQUE in lieu of TDS to be paid as per point 3	Cheque No.000786, dated : 22/10/2015 drawn on BANK OF BARODA , Khetwadi Branch.

- i) The cheque at Serial No. 1 of the above table of temporary alternate accommodation compensation of Rs.1,65,600/- for the period commencing from Tenant's/Occupant's vacating and handing over vacant possession of his/her said premises, has been handed over by the Owners & Developers to the Tenant/Occupant prior to execution of this agreement. The Tenant/occupant acknowledges the receipt of the same.
- ii) The cheques at Serial Nos. 2, 3, 4 and 5 of the above table for the amounts of Rs.10,440/-, Rs. 1,80,000/-, Rs. 1,09,500/-, Rs. 54,750/-, respectively are post dated cheques bearing their respective due dates and the same have been handed over against execution of this Agreement, receipt whereof the Tenant/Occupant hereby admits and acknowledges.
- iii) It is understood between the parties that the transit compensation for 34th month to 36th Month is payable at Rs. 71,175, however the tenant/occupant has agreed with the Owners and Developers that the same may be paid to the Tenant/Occupant by a post dated cheque of Rs.15,750/- (handed over to

*Bithu Sandeep S Bhandarkar*



the tenant/occupant against execution of this document) and Rs. 55,425/- by cash or cheque (at the option of the Owners & Developers) in lieu of the TDS amount, to be paid to the Tenant/Occupant on the first date of the 37th Month.

4. It is agreed that in the event of the Owners & Developers handing over the lawful possession of the PAP, to the Tenant/Occupant on or before 30 months as agreed in the Primary Agreement, the Tenant/Occupant will return the cheque of balance 6 months transit compensation amount to the Owners & Developers failing which the Owners & Developers will be entitled to stop the payment of remaining cheques.
5. It is further agreed by and between the parties that in the event of any Tenant/Occupant selling, transferring, surrendering his said premises pending the construction and delivery of the PAP, the Owners & Developers, with prior written intimation to the Advocates of Tenants/Occupants, may stop the payment of the cheques issued for the balance/ subsequent period.
6. To secure the Tenants/Occupants including the Tenant/Occupant herein of their respective PAP the Owners & Developers will furnish bank guarantee of Rs.1,00,00,000/- (Rupees One Crore Only) of any of the Nationalized or Schedule Banks in favour of four representatives selected and named by all the tenants/occupants of Laxmi Bhavan and will also deposit an undated but duly signed and filled in cheque of Rs.1,00,00,000/- (Rupees One Crore Only) to be drawn in favour of the same four representatives selected and named by all the tenants/occupants of Laxmi Bhavan as and by way of security in an escrow account with the Advocates of Tenants/Occupants viz. Dharam & Co., toward the estimated construction cost of the proposed building. The

*Attn: Sandeep S Bhandalika* 115



bank guarantee and escrow cheque both mentioned above will be arranged and furnished by the Owners & Developers before the Tenants/Occupants actually vacate and handover vacant and peaceful possession of their respective said premises to the Owners & Developers. The escrow cheque mentioned above will be returned by the escrow agent to the Owners & Developers upon the plinth of the proposed building being completed by the Owners & Developers.

7. In the event of Owners & Developers failure to undertake or complete the redevelopment of the Said Property within the time stipulated hereinabove the representatives of the Tenants/Occupants will be entitled to invoke the bank guarantee mentioned above and encash/realize the escrow amount cheque deposited in escrow, if not returned on completion of the plinth mentioned above, for undertaking, carrying out and complete redevelopment of the Said Property by using the sanctions, approvals and permissions granted by MCGM, MBR & R Board and other concerned authorities to the Owners & Developers by arranging for the requisite funds on their own or from their other sources. In the event of Tenants/Occupants undertaking the redevelopment work in the situation/circumstances mentioned above the incentive FSI benefit sanctioned to the Owners & Developers will then be availed and used by the Tenants/Occupants in the same manner as would have been availed by the Owners & Developers if they had undertaken and completed the redevelopment to meet the costs, charges and expenses of the redevelopment undertaken by the Tenants/Occupants. The Owners & Developers then will not raise any objection to the redevelopment being undertaken by the Tenants/Occupants at the Said Property and/or to the incentive FSI being used by the Tenant/Occupant to meet the costs, charges and expenses of construction and other misc. expenses.

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Sandeep S Bandekar



8. It is expressly agreed by and between the parties hereto that the amounts due and payable by the Owners & Developers to the Tenant/Occupant and/or to the Tenants/Occupant's society shall be payable on its due date/s without committing any default. IT IS EXPRESSLY AGREED THAT in the event of default in the payment on the part of the Owners & Developers the same at the option of the Tenant/Occupant shall become due and payable at once. The Owners & Developers further agree and confirm that the said unpaid amount or part thereof will remain statutory charge on the Said Property and that Tenant/Occupant or their Co-operative Society/Apartment Association/Company, as the case may be, will be entitled to enforce the said charge by sale of the Said Property and in that event Owners & Developers alone would be liable to pay all costs, charges and expenses incurred by Tenant/Occupant or his/her Co-operative Society/Apartment Association/Company in enforcement of the said charge.

IN WITNESS WHEREOF the parties hereto have affixed their hands and signature the day, month and year mentioned hereinabove.

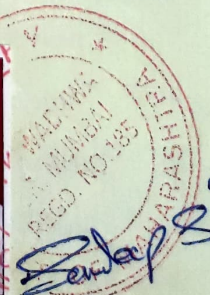
SIGNED AND DELIVERED by the ]  
 within named: THE OWNERS & DEVELOPERS ]  
 M/S. SAKAAR DEVELOPERS ]  
 Through its partner ]  
 Rajesh Tarachand Kothari ]  
 In the presence of..... ]



For SAKAAR DEVELOPERS

*Rajesh*  
 Partner

SIGNED AND DELIVERED by the ]  
 within named: THE TENANT/OCCUPANT ]  
 Satchit Dharma Bhandodkar ]  
 in the presence of..... ]



*Sachit Bhandodkar*



## RECEIPT

Received of and from the Owners & Developers herein, the following cheques for and towards the transit compensation payable to me in accordance with clause 2 of this Supplementary agreement:

Sr. No.	Period	Rate per month	Total	Cheque details
1.	1 <sup>st</sup> Month - 12 <sup>th</sup> Month Jan - 2013 to Dec - 2013	Rs. 13,800/+	Rs.1,65,600/-	Cheque No.000511, dated : 2/01/2013 drawn on BANK OF BARODA , Khetwadi Branch.
2.	1 <sup>st</sup> Month - 12 <sup>th</sup> Month Jan - 2013 to Dec - 2013	Lump Sum Amount	Rs.10,440/-	Cheque No.000782, dated : 20/03/2013 drawn on BANK OF BARODA , Khetwadi Branch.
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I SAY RECEIVED:

BEFORE ME

*Sandeep S. Bandedkar*

SATCHIT DHARMA BANDODKAR

Sr. No. 41/2013 in the Notarial Register

*G. K. Wadhwa*  
25-1-2013  
G. K. WADHWA  
NOTARY, GR. MUMBAI.  
321, HIMALAYA HOUSE,  
PALTON ROAD,  
MUMBAI-400 001