

APB
HAB

④ 100/-

② 24

THIS AGREEMENT IS SUPPLEMENTAL TO AGREEMENT FOR GRANT OF DEVELOPMENT RIGHTS DATED 19.3.2004 is made at Mumbai this 14th day of NOV 2007.

BETWEEN

1. LOVELY HOTELS PRIVATE LIMITED, a Company registered under the provisions of Companies Act, 1956 and having its registered office at "Comet", 6th Floor, Guru Nanak Road, Bandra (West), Mumbai - 400 050, hereinafter referred to as "THE OWNER" [Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns] of the ONE PART

AND

John
L

The Greater Bombay Co-operative Bank Ltd Sea Pearl Apartments, J.P. Road Opp. Prabhu Colony, 4, Bangalore, Versova, Andheri (West), Mumbai-400 056.
D-5/STP(V)/C.R. 1024/04/05/979-982

Rs. 100/- (Rupees Hundred Only) 14048/83207

33579
180310
R. 0000100/-P85206
NOV 15 2007
14:40
MAHARASHTRA
STAMP DUTY

Mr. NITIN R. RANDIKAR
Auth. Signatory

M. Randikar

II. M/S. FORTUNE INVESTMENTS, a registered Partnership Firm constituted under the provisions of the Partnership Act, 1932 and having its registered office at Pancharatna, Yari Road, Versova, Andheri (West), Mumbai - 400 059, hereinafter referred to as "THE DEVELOPERS" [Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the present partners constituting the said firm and the partners from time to time and the survivors or survivor and the heirs, executors, administrators and assigns of the last surviving partner] of the OTHER PART ;

WHEREAS :

- a. The Owners are the absolute Owners of the property bearing Final Plot No. 33, TPS V of Santacruz (East), CTS No. 121, 121/1 to 121/6 admeasuring 2096.99 square meters or thereabouts together with the building thereon situated at Nehru Road, Santacruz (Est), Mumbai - 400 055, more particularly described in the First schedule hereunder written, hereinafter referred to as "the said Property".
- b. Under an Agreement for Grant of Development Rights dated 19.3.2004, the Owner have granted development rights in respect of the said property, more particularly described in the first schedule hereunder written in favour of the Developers retaining the 50% FSI for construction of Cinema Hall, Shop and Office and 50% Car parking space in the basement, still ^{terrace} and open to sky in the Compound of the said new building to be constructed on the said property hereinafter referred to as the "Owners area" on the said property with authority to the developers to utilize the FSI of other properties by purchase of TDR under Development Control Regulations, 1991 in construction of the new building on the said property and to sell the balance 50% shop, commercial premises and car parking space on Ownership basis in the said new building and to appropriate the sale proceeds to themselves on the terms and conditions therein. The said Agreement for Grant of Development Rights dated 19.3.2004 was duly stamped u/s 5-g, Bombay Stamp Act, 1958 and registered with the Sub-Registrar of Assurance at Bandra under Serial No. BDR-1 28337 dated 7th April 2004.
- c. In view of the plan being approved by MCGM under No. 13th Dec 2004 on CE 8779/BST/AH the parties hereto have agreed to record the exact location of the Owner's area and the Developers Area in the proposed new building to be constructed in the said property.

Signature

- d. It is necessary to execute this Agreement being supplemental to Agreement for Grant of Development Rights dated 19.3.2004.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY THE PARTIES HERETO AS FOLLOWS :

1. It is agreed by and between the Parties hereto that the exact location of the Cinema theater, shops, office and Car parking space retained by owner are more particularly described in the second schedule hereunder written and delineated in red colour boundary line on the plan hereto annexed as **Annexure - "A"** and the Owner alone will be entitled to deal with same and appropriate the sale proceeds to itself.
2. It is agreed by and between the parties hereto that the Developers have accepted the exact location of the Shops, Office and Car parking space being Developers area more particularly described in the Third Schedule hereunder written hereinafter referred to as the Developers area and the Developers alone will be entitled to sale the same and appropriate the sale proceedings themselves delineated on the plan in green colour hereto annexed as **Annexure - "B"**.
3. Save and except the above, all other terms and conditions contained in Agreement for Grant of Development Rights dated 19.3.2004 will continue to remain in force and binding upon the parties hereto.
6. This Agreement is supplemental to Agreement for Grant of Development Rights dated 19.3.2004 and forming part of Agreement for Grant of Development Rights dated 19.3.2004 and the said Agreement for Grant of Development Rights shall be read ^{Jointly} as modified by this Supplemental Agreement.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

All that piece or parcel of land admeasuring 2096.99 square meters together with the structures bearing Final Plot No. 33, TPS V of Santaacruz (East), bearing CTS No. 121, 121/1 to 121/6 of Village Bandra in the Registration District and Sub-District situate at Nehru Road, Santaacruz (East), Mumbai - 400 055

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Location of Owner's Area

Ground Floor - Shop No.1, 3 & 5 and Theatre
First Floor - Shop No.2, 4 & 6
Third, Fifth, Sixth (part) & Seventh Floor

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

Location of Developers Area.

Ground Floor - Shop No.2, 4 & 6
First Floor - Shop No.1, 3 & 5
Second, Fourth & Sixth (part) Floor

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

SIGNED AND DELIVERED by)
The withinnamed "OWNER")
LOVELY HOTELS PRIVATE LIMITED)
Through the hands of its Director)
_____)
In the presence of)
_____)



SIGNED SEALED AND DELIVERED)
By the withinnamed "DEVELOPERS")
M/S.FORTUNE INVESTMENTS)
Through the hands of its Partners)
_____)
_____)
In the presence of)
_____)



Second Schedule
Distribution of Shops/Office/Theatre
To be Retained by
M/S. LOVELY HOTELS PVT LTD
i.e. Owners Area

FLOORS	CARPET AREA (Sq. Mtrs.)
Ground Shop No 1	51.00
Ground Shop No 3	51.00
Ground Shop No 5	51.00
Ground Theatre	217.00
First Floor Shop No 2	63.00
First Floor Shop No 4	63.00
First Floor Shop No 6	63.00
Third Floor	460.91
Fifth Floor	460.91
Sixth Floor	95.96
Seventh Floor	52.00
TOTAL	1628.78

Third Schedule
Distribution of Shops/Office/Theatre
To be Retained by
M/S. FORTUNE INVESTMENTS
i.e. Developers Area

FLOORS	CARPET AREA (Sq. Mtrs.)
Ground Shop No 2	51.00
Ground Shop No 4	51.00
Ground Shop No 6	51.00
First Floor Shop No 1	63.00
First Floor Shop No 3	63.00
First Floor Shop No 5	63.00
Second Floor	460.91
Fourth Floor	460.91
Sixth Floor	364.96
TOTAL	1628.78

John

[Signature]

1.2M REVAS ABOVE

22200

20850

1.2M REVAS ABOVE

17100

SHOP NO - 4
51.00 SQ.MT
550.00 SQ.FT

SHOP NO - 3
51.00 SQ.MT
550.00 SQ.FT

SHOP NO - 2
51.00 SQ.MT
550.00 SQ.FT

SHOP NO - 1
51.00 SQ.MT
550.00 SQ.FT

SHOP NO - 5
51.00 SQ.MT
550.00 SQ.FT

SHOP NO - 6
51.00 SQ.MT
550.00 SQ.FT

CAR LIFT

CAR LIFT

LOBBY
22.70 SQ.MT

LOBBY

LIFT
1.60x2.60

LIFT
1.60x2.60

FEMALE TOILET

MALE TOILET

33 SQ.MT

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

W.C.

STORE
1.20x1.97

SNACK BAR
3.09x1.97

LOBBY
5.95x2.00

F.T.O.
2.30x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

W.C.
1.50x1.54

M.T.O.
2.05x1.92

W.C.
1.50x1.90

W.C.
1.50x1.90

W.C.
1.50x1.90

W.C.
1.50x1.90

W.C.
1.50x1.90

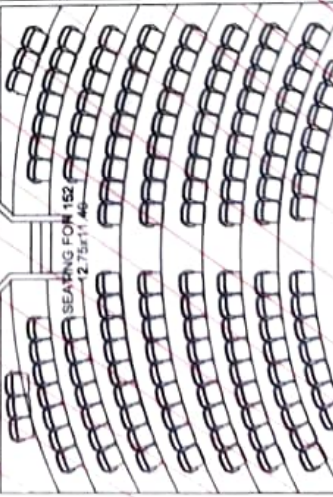
W.C.
1.50x1.90

W.C.
1.50x1.90

W.C.
1.50x1.90

W.C.
1.50x1.90

W.C.
1.50x1.90



THEATER AREA = 217.00 sq.mt



GROUND FLOOR PLAN

Handwritten initials or signature.

17830

11550

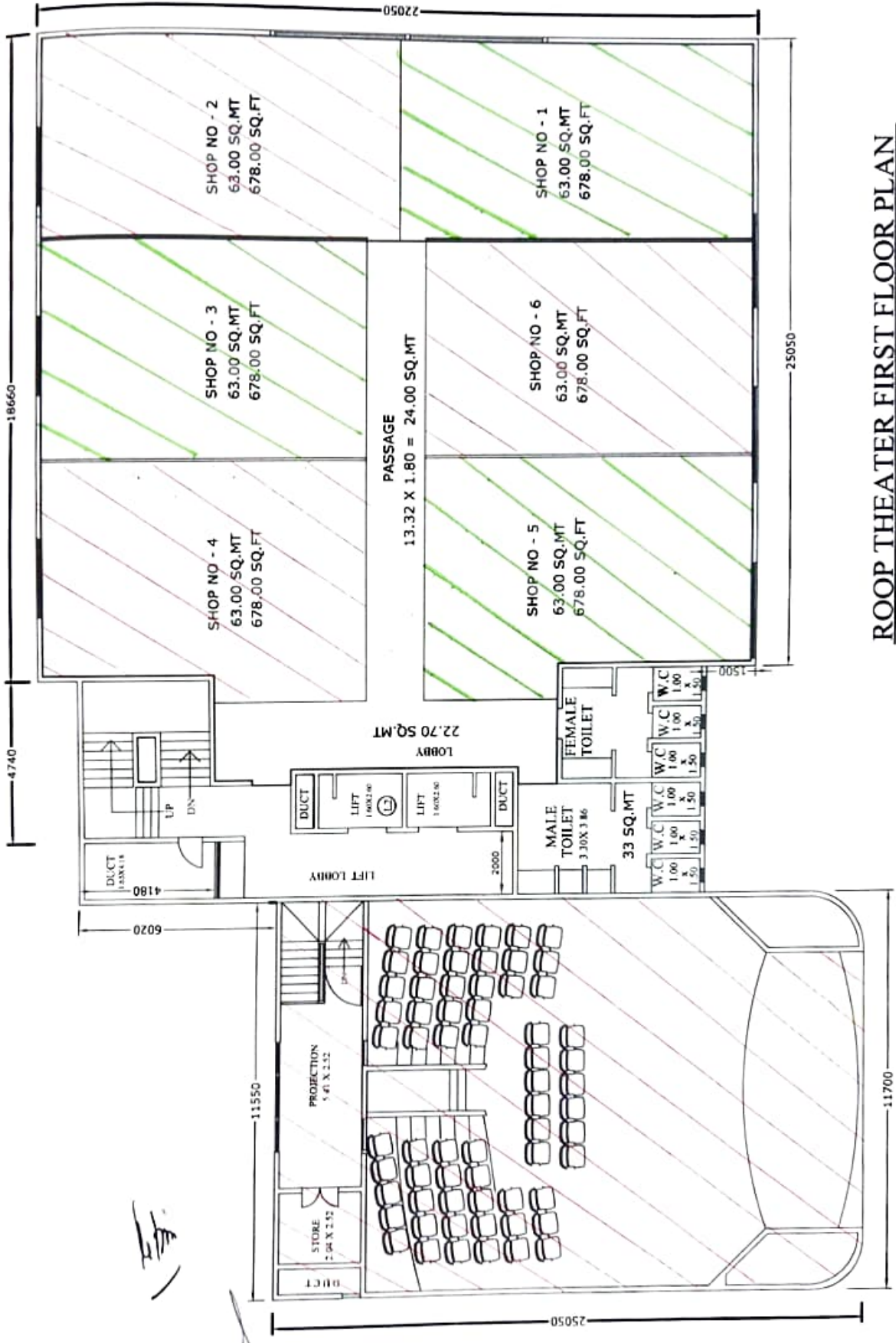
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6750

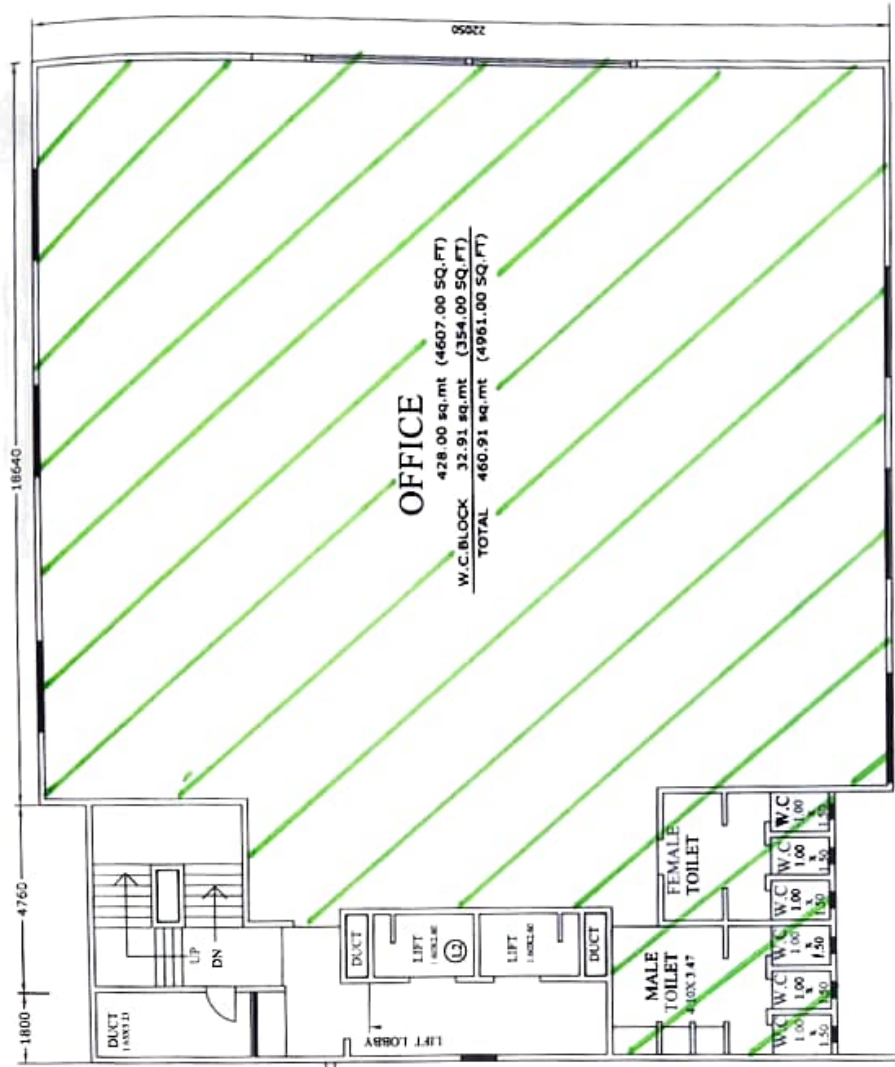
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2200

1900



ROOP THEATER FIRST FLOOR PLAN



18640

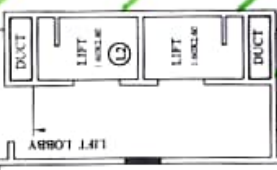
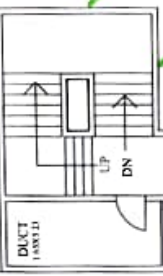
4760

1800

TERRACE
ONLY ON 2nd FLOOR

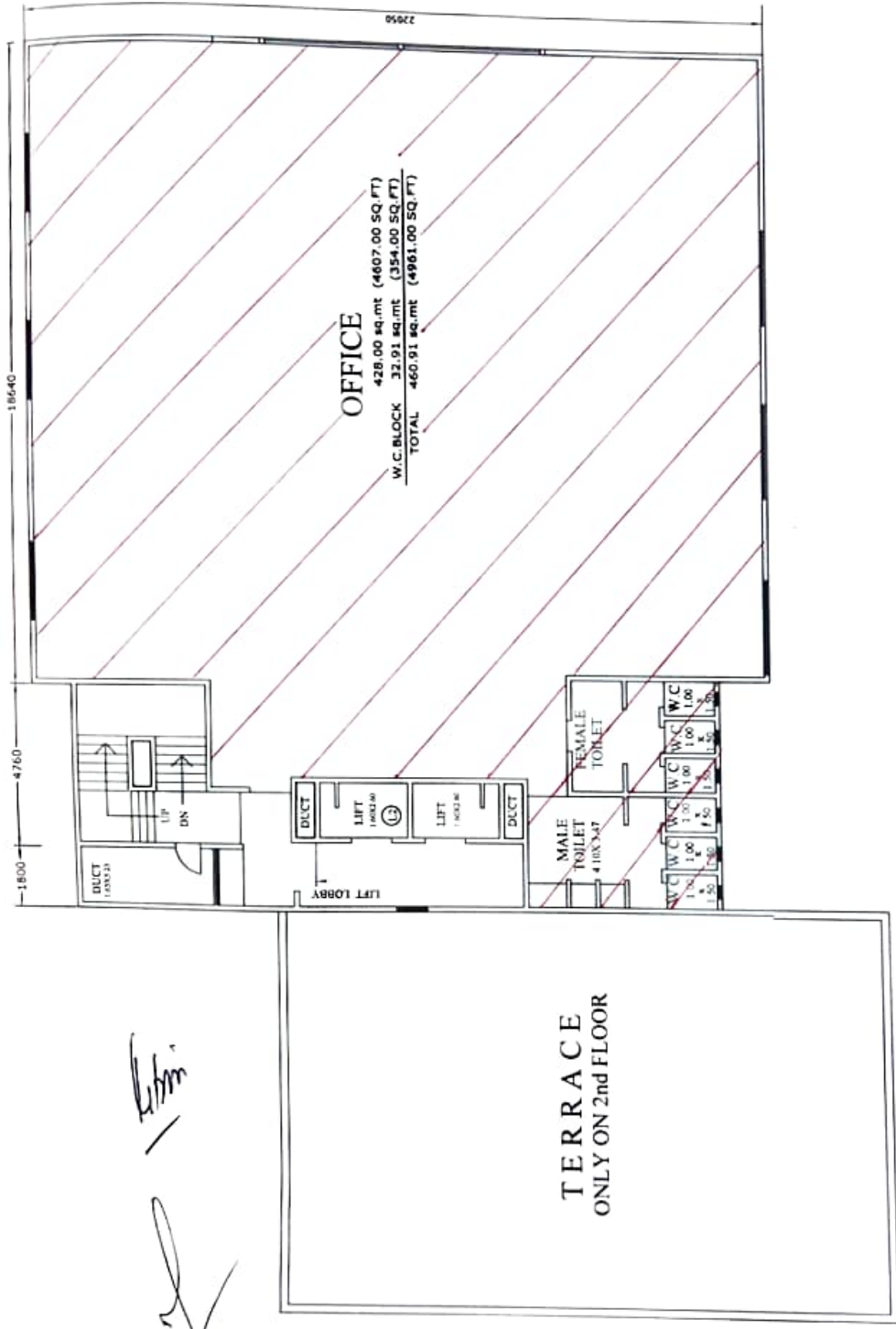
OFFICE

428.00 sq.mt (4607.00 SQ.FT)
W.C.BLOCK 32.91 sq.mt (354.00 SQ.FT)
TOTAL 460.91 sq.mt (4961.00 SQ.FT)



ROOF THEATER 2ND FLOOR PLAN

Handwritten signature and scribbles.

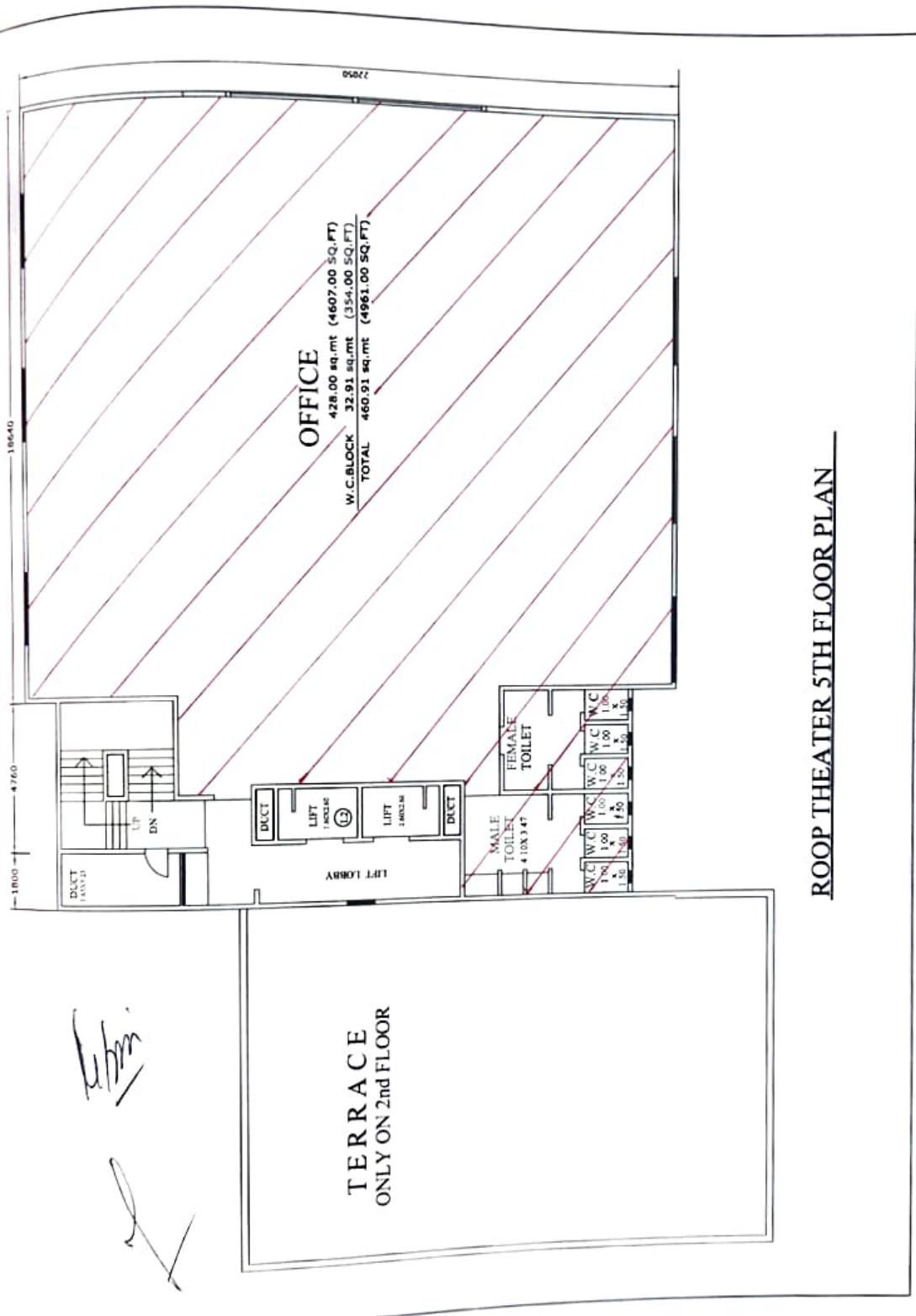


Handwritten signature and initials

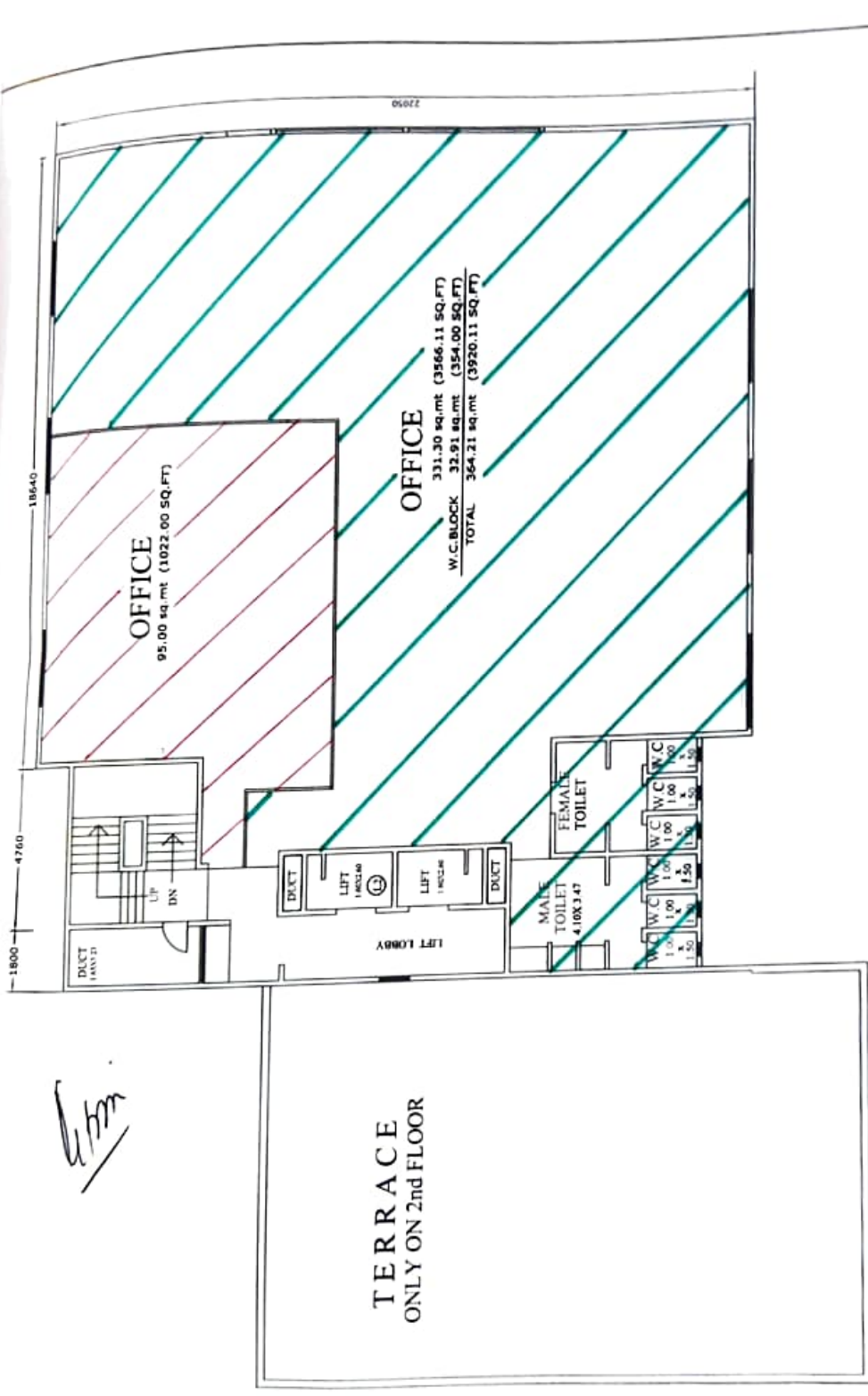
ROOF THEATER 3RD FLOOR PLAN



ROOP THEATER 4TH FLOOR PLAN



ROOP THEATER 5TH FLOOR PLAN



ROOP THEATER 6TH FLOOR PLAN

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DATED THIS 19 DAY OF NOV 2007

M/S. LOVELY HOTELS PVT. LTD.
... OWNER.

AND

M/S. FORTUNE INVESTMENTS
... DEVELOPERS

AGREEMENT IS SUPPLEMENTAL TO
AGREEMENT FOR GRANT OF DEVELOPMENT
RIGHTS DATED 19.3.2004

KNG LEGAL
11-A, FIRST FLOOR, GOLMOHR
JN. OF S.V. ROAD, AND 9TH ROAD,
KHAR (WEST),
MUMBAI - 400 052.
MANOJ-GUPTA-LOVELY-FORTUNE-SUP-AGR
14.11.2007