

दस्तावेजा प्रकार Name of Document Supplemental Agreement
 (Registration Details) 1
 Registrable Name of S. R. O. NA
 दस्तावेजा सुनिक नंबर (Banking Unique No.) 13031
 दस्तावेजाचे संक्षेपित वर्णन (Property Description in Brief) NA
 घेतलेले परिसर (Consideration Amount) NA
 प्रथम पक्षकाराचे नाव (Party 1 Name) Fortune Investment
 दुसरे पक्षकाराचे नाव (Party 2 Name) Lovely Hotels
 पक्षकाराचे नाव (Party Name) M. P. Kulkarni SELF
 मुद्रांक शुल्काचे रकम (Stamp Duty Amt. RS.) 500/-
 पक्षकाराचे स्वाक्षरी, जी पूर्ण स्वाक्षरी आहे (Authentic Signature & Seal) For The Cosmos Co-Op. Bank Ltd.

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SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT TO AGREEMENT FOR GRANT OF DEVELOPMENT RIGHTS DATED 19.3.2004 is made at Mumbai this 15th day of June, 2012.

BETWEEN

I. LOVELY HOTELS PRIVATE LIMITED, a Company registered under the provisions of Companies Act, 1956 and having its office at "The Legend", Nehru Road, Santacruz (east), Mumbai 400 055, 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

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**:

For The Cosmos Co-Op. Bank Ltd.
 The Cosmos Co-Operative Bank Ltd.
 157162
 Special
 MAY 03 2012
 13:32
 R. 00005001-P85114
 STAMP DUTY MAHARASHTRA
 0-5/ST/19/C.R. 1004/2006/17/2006
 Registered Signatory
 Name: D. D. Kulkarni
 Date:

Handwritten initials

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 (East), Mumbai – 400 055, more particularly described in the First schedule hereunder written, hereinafter referred to as “the said Property”.
- b. By 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, stilt 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 an 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 mentioned 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-1/2833/04 dated 2.4.2004.
- c. In view of the amended plan being approved by MCGM under No. CE/8779/BSII/AH on 20.11.2010 and additional floor is being constructed by utilizing the additional TDR FSI on the property; 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 as per the aforesaid amended plan.
- d. It is now necessary to execute this Second supplemental Agreement to the 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 theatre, shops, office and Car parking space retained by owner are more particularly described in the second schedule hereunder written and delineated in ^{green}~~red~~ colour boundary line on the plan and the hereto annexed as Annexure - "A" and the Owner alone will be entitled to deal with same and appropriate the sale proceeds to itself. C
/
2. It is agreed by and between the parties hereto that the exact location of the Shops, Office and Car parking space retained by the Developers area more particularly described in the Second Schedule hereunder written hereinafter and delineated on the plan in ^{pink}~~green~~ colour hereto annexed as Annexure - "A" and the developers alone will be entitled to sale the same and appropriate the sale proceeds to themselves C
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3. It is agreed by and between the parties hereto that there will be terraces on 1st, 3rd, 5th, above 8th floor, above lift machine room and water tank which will be distributed equally between the Owners and the Developers. All common areas including car parking save and except the stilt on the ground floor, which is retained by the Owners as the same as been proposed as car park area for their other project sanctioned under file no with the M.C.G.M., will also be distributed equally between the Owners and the Developers and is delineated in Red and Blue colour on the plan annexed hereto as Annexure 'A'.
4. It is agreed by and between the parties hereto that after the Developers have obtained from the concerned authorities Occupation Certificate in respect of the said new building and the Owner shall have received from the Developers possession of the Owners area more specifically shown in the plan annexed herewith and marked as Annexure A, the Owner and the Developer shall submit the said structures standing over the said property to the provisions of Maharashtra Apartment Ownership Act, 1971.
5. The Owner hereby declares and confirms that they shall immediately on receipt of Occupation Certificate of their area more particularly mentioned in the second schedule hereunder written start paying their share of the maintenance charges and property taxes as may be levied by the M.C.G.M. C
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6. It is agreed between the parties hereto that though both the parties hereto are entitled to the terrace on the 3rd floor equally, the Owner in the event of de-reservation of the theatre shall have the right to demolish the theatre wing or construct over the same, in other words use the terrace in any manner he may deem fit proper, and the Developer shall not have the right to object to it in any manner whatsoever. *modified*

7. The Developer have in execution of these presents handed over to the owners the area allotted to the Owners more specifically mentioned in the second schedule hereunder written. The Developer handed over possession of the premises in bare shell condition. The Developer has assured to the Owners that they shall carry out the flooring and bathroom works on the area allotted to the Owners no later than 3 months from the date of receiving Occupation Certificate from the M.C.G.M.

8. It is agreed by and between the parties hereto that whatever area that will be available due to shifting of dhobighat will be distributed equally between the Owners and the Developers and necessary supplementary document will be made accordingly.

9. 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.

10. This Supplemental Agreement forms part of Agreement for Grant of Development Rights dated 19.3.2004 and the said Supplemental Agreement shall be read jointly and construed as part and parcel of the Agreement for Grant of Development Rights dated 19.3.2004.

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 Santacruz (East), bearing CTS No.121, 121/1 to 121/6 of Village Bandra in the Registration District and Sub-District situate at Nehru Road, Santacruz (East), Mumbai – 400 054 and bounded as follows:

On or towards the North	:	by Final Plot No.32.
On or towards the East	:	by T.P.S V. Scheme Road 2,
On or towards the South	:	by Pandit Jawaharlal Nehru Road,
On or towards the West	:	by Final Plot No.32.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Distribution of Shops / Office / Theatre to be Retained by M/s Lovely Hotels Pvt. Ltd i.e.

Owners Area

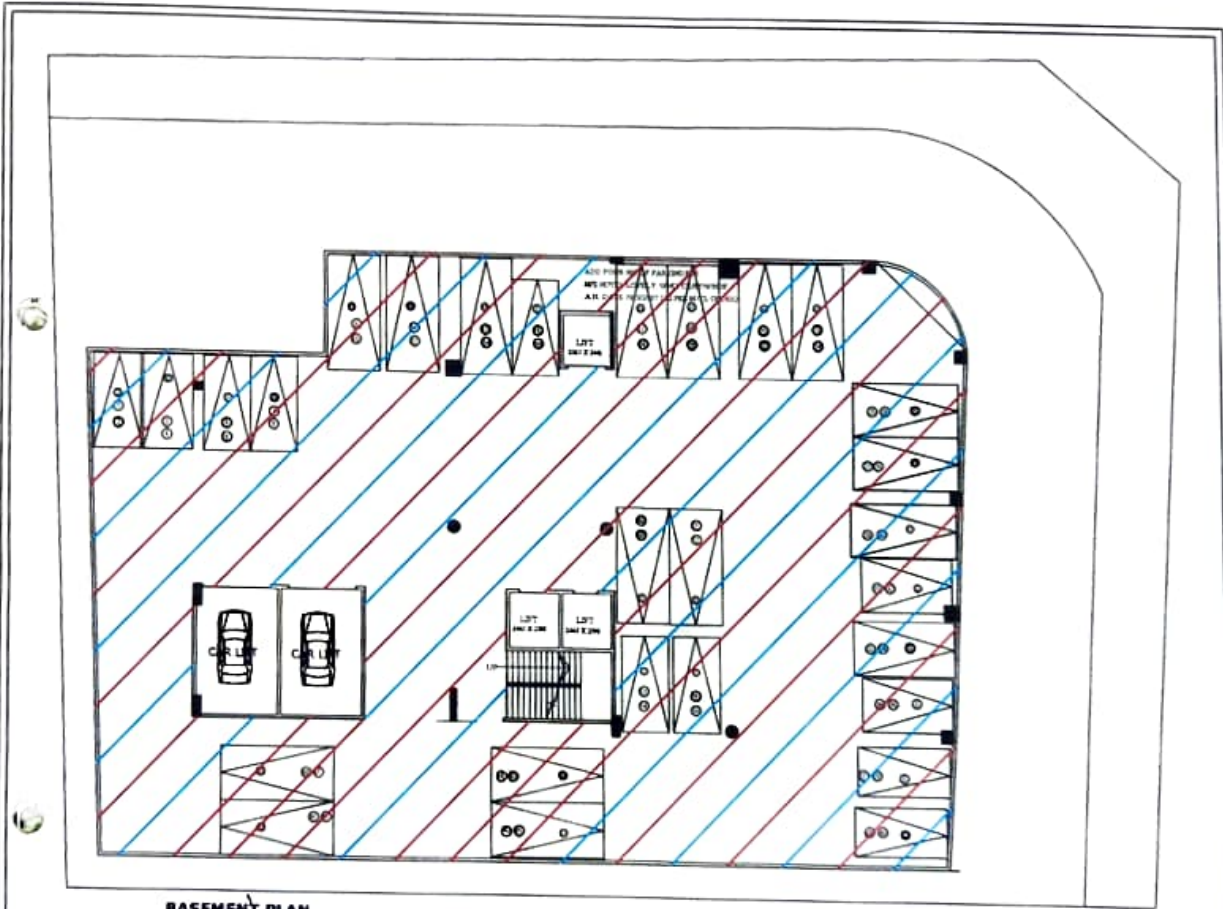
As per approved plan total built up area statement		Total Summary Area in Sq. Mtrs		Lovely Hotels Pvt. Ltd	
Floor	Per Floor Area	Floor	Per Floor Area	Theatre Area	Comer Area
Ground	374.16	Ground	374.16	-----	187.08
1 st	621.82	1 st	621.82	247.66	187.08
2 nd	450.35	2 nd	450.35	28.48	72.85
3 rd	421.87	3 rd	421.87	-----	421.87
4 th	421.87	4 th	421.87	-----	-----
5 th	-----	5 th	-----	-----	-----
6 th	421.87	6 th	421.87	-----	421.87
7 th	421.87	7 th	421.87	-----	-----
8 th	241.07	8 th	241.07	-----	120.52
TOTAL		TOTAL		276.14	1411.27
	3374.88		3374.88		1687.41

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Distribution of Shops / Office / Theatre to be Retained by M/s Fortune Investments i.e.

Developers Area

As per approved plan total built up area statement		Total Summary Area in Sq. Mtrs		Fortune Investments	
Floor	Per Floor Area	Floor	Per Floor Area	Comer Area	
Ground	374.16	Ground	374.16	187.08	
1 st	621.82	1 st	621.82	187.08	
2 nd	450.35	2 nd	450.35	349.07	
3 rd	421.87	3 rd	421.87	-----	
4 th	421.87	4 th	421.87	421.87	
5 th	-----	5 th	-----	-----	
6 th	421.87	6 th	421.87	-----	
7 th	421.87	7 th	421.87	421.87	
8 th	241.07	8 th	241.07	120.52	
TOTAL		TOTAL			
	3374.88		3374.88	1687.41	



BASEMENT PLAN

Handwritten signature and initials

COMMON AREA SHOWN IN ---

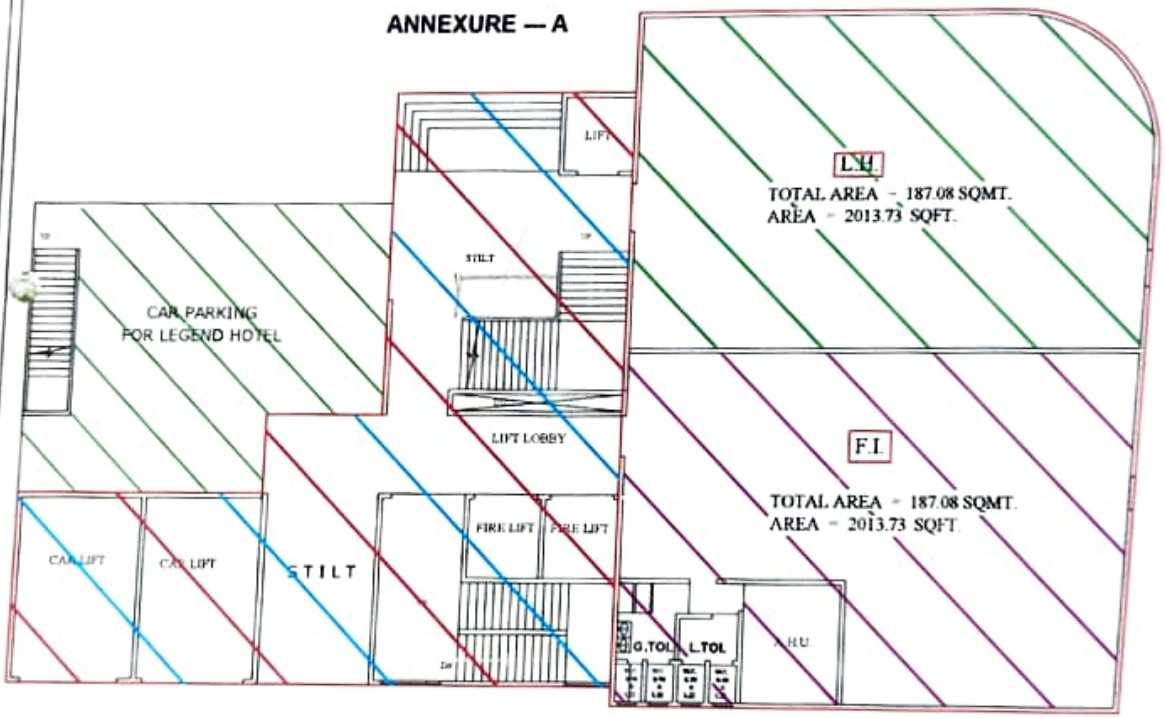
**PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT
BEARING C.T.S. NO. 121 & 121/1 TO 6 OF T.P.S. NO.V OF
VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ
(E.),MUMBAI**



BASEMENT PLAN

Please show
20x office ①

ANNEXURE - A



L.H.
TOTAL AREA - 187.08 SQMT.
AREA - 2013.73 SQFT.

F.I.
TOTAL AREA - 187.08 SQMT.
AREA - 2013.73 SQFT.

Wm
e

FORTUNE INVESTMENT AREA SHOWN IN ----



LOVELY HOTEL AREA SHOWN IN ----



COMMON AREA SHOWN IN ----



**PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT
BEARING C.T.S. NO. 121 &121/1 TO 6 OF T.P.S. NO.V OF
VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ
(E.),MUMBAI**

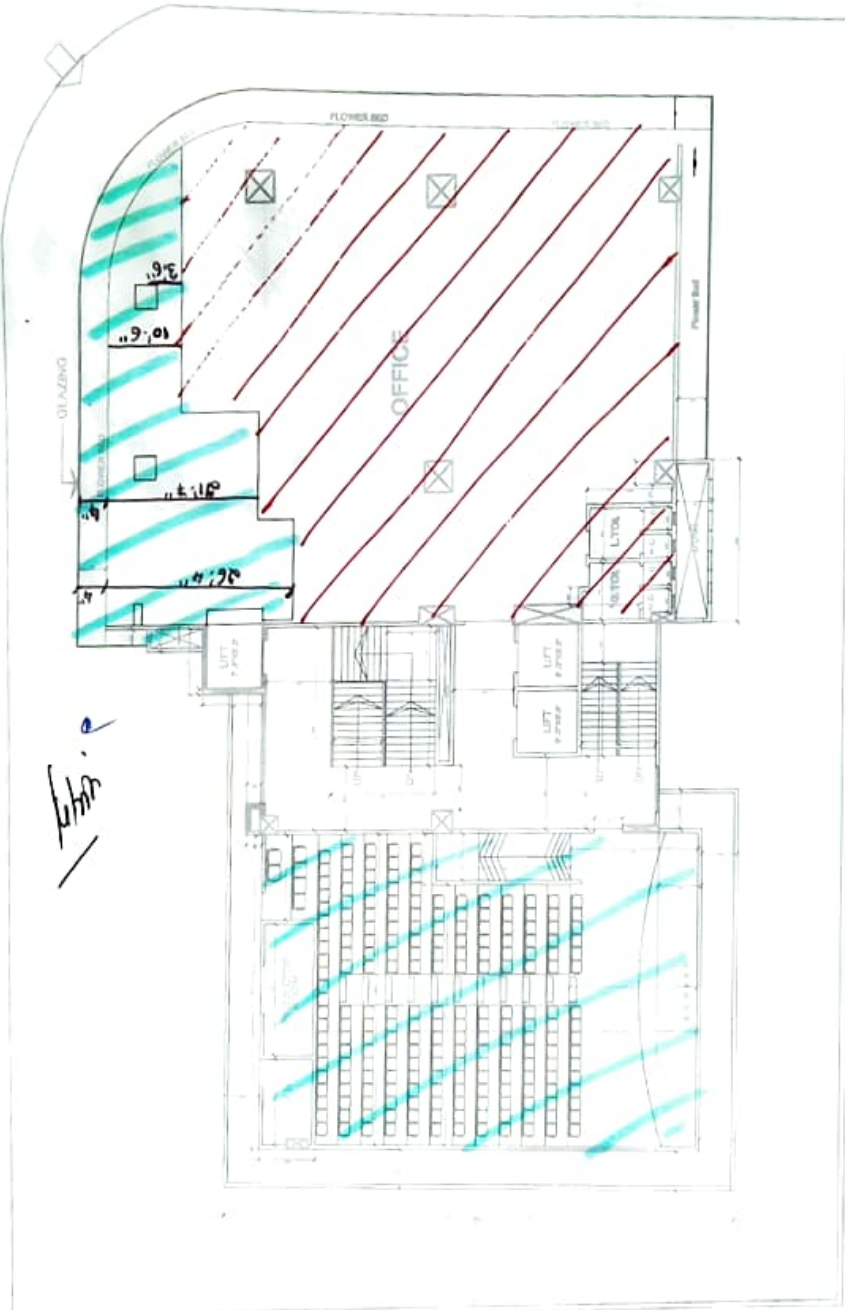


GROUND FLOOR PLAN


SHEET NO. 4


2nd R O A D

NEHRU ROAD



Handwritten notes:
L.H.D. 9

 L.H.D.L.

 FORTUNE INVESTMENTS.

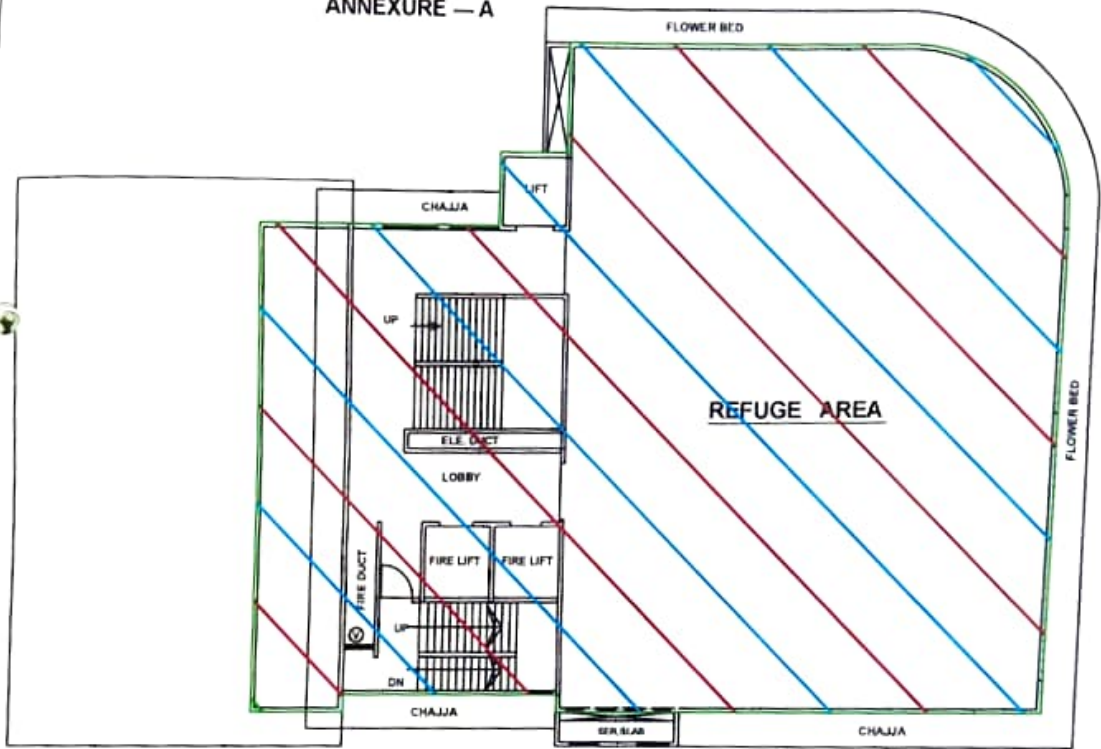
DESIGNERS
ARCHITECTS
INTERIORS DESIGNERS
MECHANICAL ENGINEERS
ELECTRICAL ENGINEERS
STRUCTURAL ENGINEERS
WATER SUPPLY ENGINEERS
VEGETATION ENGINEERS

SECOND FLOOR PLAN

NO.	DATE	DESCRIPTION
1.	14/08	ISSUED FOR

PROPOSED SHOPPING OFFICE & THEATRE COMPLEX
AT S. MURAGUPPET

ANNEXURE - A



NOTE :- 5 TH. FLOOR HAS BEEN RESERVED FOR REFUGE AREA. IN FUTURE ANY AREA THAT WILL BE AVAILABLE DUE TO SHIFTING OF DHOBIGHAT WILL BE DISTRIBUTED EQUALLY

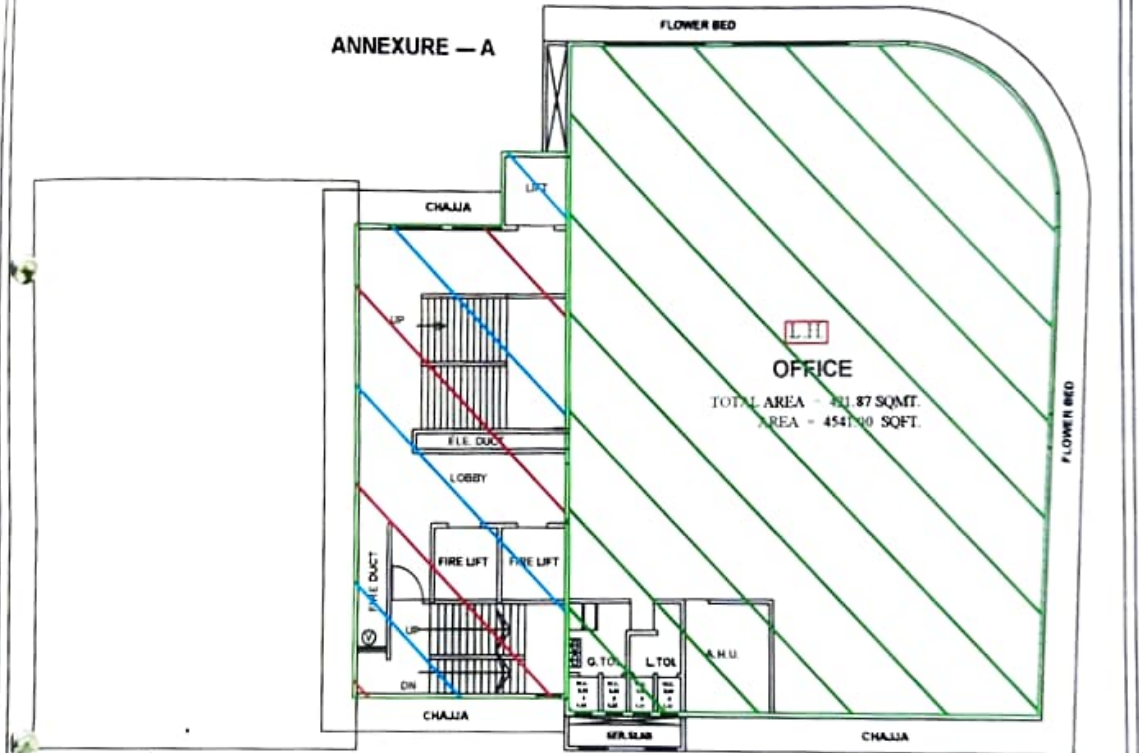
COMMON AREA SHOWN IN ---- 

PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT BEARING C.T.S. NO. 121 & 121/1 TO 6 OF T.P.S. NO.V OF VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ (E.),MUMBAI



5 TH. FLOOR PLAN

ANNEXURE - A



blm

c

FORTUNE INVESTMENT AREA SHOWN IN ---



LOVELY HOTEL AREA SHOWN IN ---

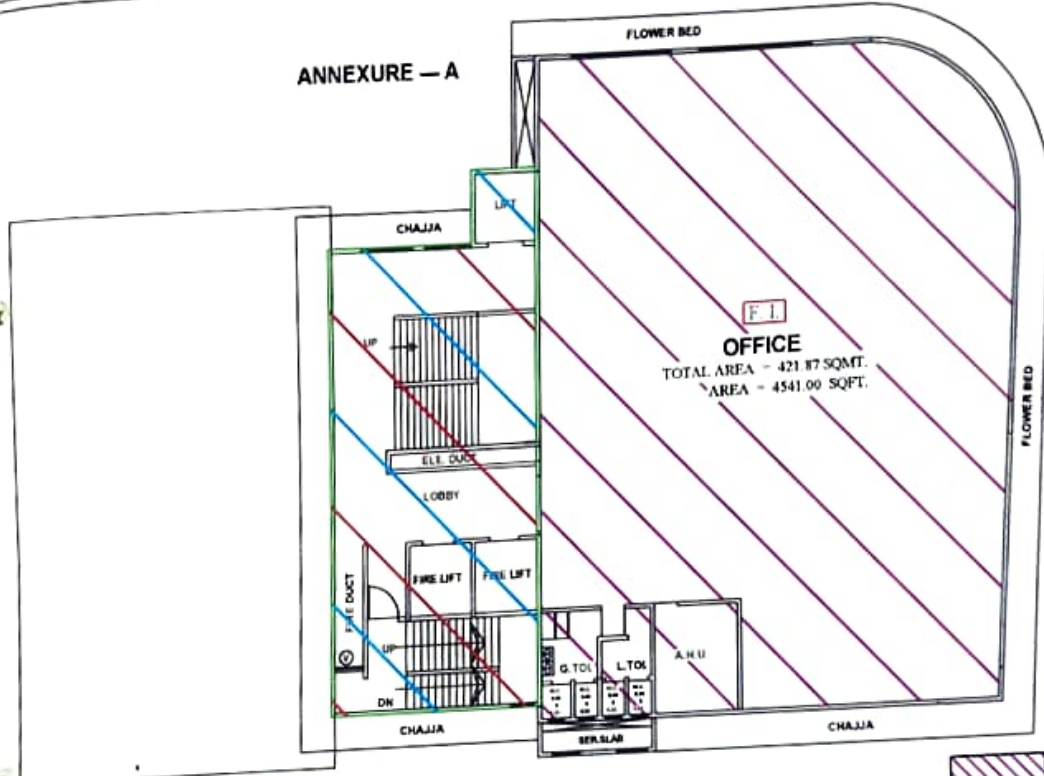


PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT BEARING C.T.S. NO. 121 &121/1 TO 6 OF T.P.S. NO.V OF VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ (E.),MUMBAI



6 TH. FLOOR PLAN

ANNEXURE - A



F.L.
OFFICE
TOTAL AREA - 421.87 SQMT.
AREA - 4541.00 SQFT.

FORTUNE INVESTMENT AREA SHOWN IN ----

LOVELY HOTEL AREA SHOWN IN ----

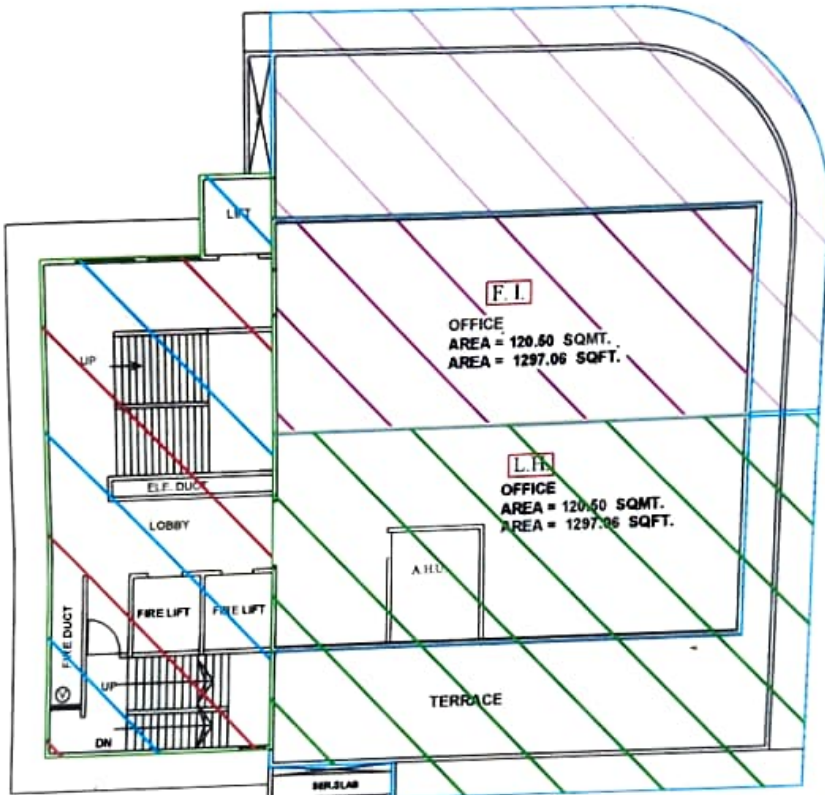


PROPOSED THEATRE CUM COMMERCIAL BLDG. ON PLOT BEARING C.T.S. NO. 121 & 121/1 TO 6 OF T.P.S. NO. V OF VILL. - BANDRA AT NEHRU ROAD, SANTACRUZ (E.), MUMBAI



7 TH. FLOOR PLAN

ANNEXURE - A



FORTUNE INVESTMENT AREA SHOWN IN ----

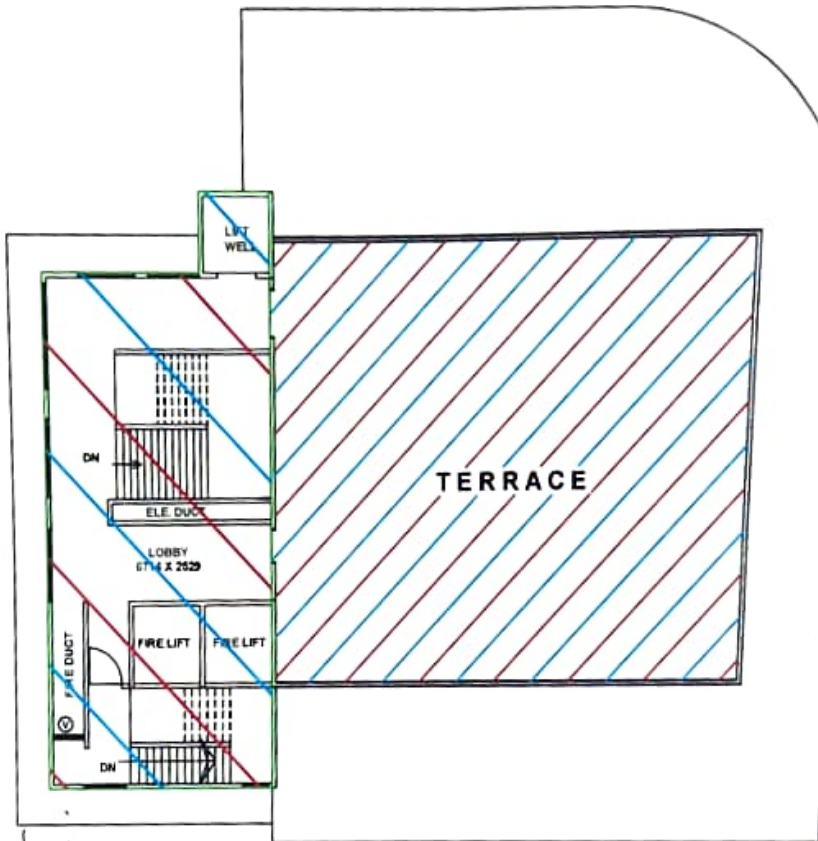
LOVELY HOTEL AREA SHOWN IN ----



PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT
BEARING C.T.S. NO. 121 &121/1 TO 6 OF T.P.S. NO.V OF
VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ
(E.),MUMBAI



8 TH. FLOOR PLAN



TERRACE FLOOR PLAN
 SCALE : 1:100

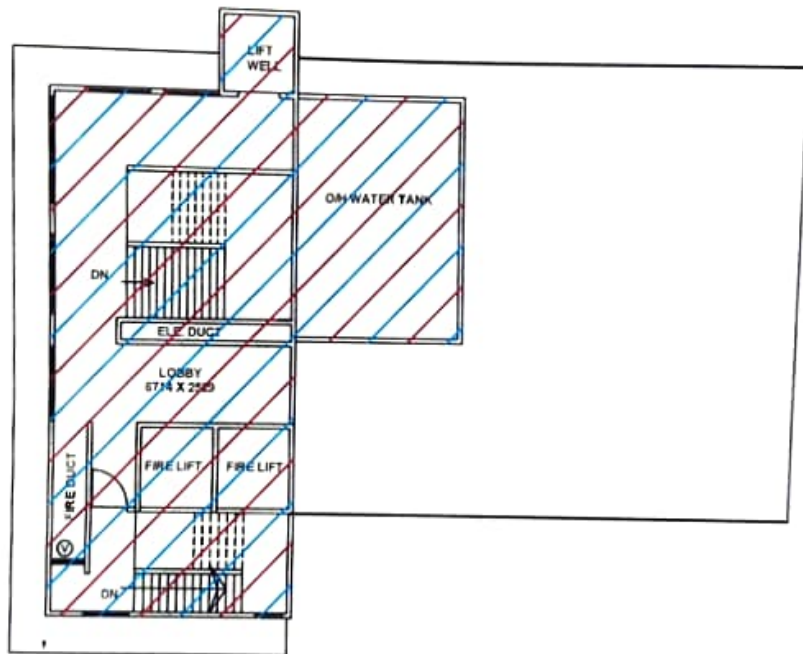
COMMON AREA SHOWN IN ----



PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT
 BEARING C.T.S. NO. 121 &121/1 TO 6 OF T.P.S. NO.V OF
 VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ
 (E.),MUMBAI



TERRACE FLOOR PLAN



COMMON AREA SHOWN IN ----



**PROPOSED THEATRE CUM COMMERCIAL BLDG.ON PLOT
BEARING C.T.S. NO. 121 & 121/1 TO 6 OF T.P.S. NO.V OF
VILL. - BANDRA AT NEHRU ROAD , SANTACRUZ
(E.),MUMBAI**



TERRACE FLOOR PLAN

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)

_____)

For **LOVELY HOTELS PVT. LTD.**


Director

SIGNED SEALED AND DELIVERED)

By the withinnamed "DEVELOPERS")

M/S.FORTUNE INVESTMENTS)

Through the hands of its Partners)

_____)

_____)

In the presence of)

_____)



DATED THIS DAY OF 2012

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

AND

M/S. FORTUNE INVESTMENTS
... DEVELOPERS

SECOND SUPPLEMENTAL AGREEMENT 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.