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3/350/2 Mettukuppam,
OMR Thoraipakkam,
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hello@verified.realestate
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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

DY 892888

2025

S.Y. MAX PROPERTIES PVT LTD MADURAI

ச. நவநீதகிருஷ்ணன்
முத்திரைத்தாள் விற்பனையாளர்
உரி. அ. நி. 8791/அ/98-2
எ. எக்கீம் அலுவலகம் எதிரே
கிளை செயலகம்
மதுரை-2.

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT executed at **14th day of April 2025** **M/s. MAX PROPERTIES PVT. LTD.,** represented by its **Director Sri. S. S. Ramakrishna,** (AADHAR: 6519 5971 0271) (Mobile No: 9842314181) S/o. Mr. S. Sankariah, having its registered office at Max Plaza, First Floor, Arunachalam Street, North Gate of S. S. Colony, Madurai - 625010 (hereinafter referred to as THE PROMOTER which expression wherever the context includes and admit its heirs, legal representatives, successors and assigns);

PROMOTER

For Max Properties Pvt. Ltd.

Director

OWNERS

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தமிழ்நாடு तमिलनाडु TAMILNADU

DY 892889

5.4.2025
MAX PROPERTIES PVT LTD
MADURAI

AND

1. **Mr. Manilal Patel (Aadhar No. 6658 9873 3885)** S/o. Mr. Lalji Patel, residing at No.143, New Natham Road, Bank Colony, Narayanapuram, Madurai North Reserve Line, Madurai – 625014

2. **Mr. Bharath Kumar. M. Patel (Aadhar No. 2403 4904 6813)** S/o. Mr. Manilal. L. Patel, residing at No. 3/315B, Sri Ram Nivas, Indian Bank Colony, Opposite AMBA Hospital, Narayanapuram, Madurai – 625014.

3. **Mr. S. Vasanth Kumar (Aadhar No. 5871 4508 6606)** S/o. Mr. Shivaji Lalji Patel, residing at No. 3/315, Indian Bank Colony, Narayanapuram, Madurai - 65014.

4. **Mr. M. Ashok Kumar Patel (Aadhar No. 3952 4069 3157)** S/o. Mr. Manilal Patel, residing at No. 3/315B, Sri Ram Nivas, Indian Bank Colony, Narayanapuram, Madurai - 65014, hereinafter referred to as THE OWNERS which expression wherever the context includes and admit its heirs, legal representatives, successors and assigns);

PROMOTER

For Max Properties Pvt. Ltd.

Director

OWNERS

WITNESSETH:

Whereas the below mentioned 'A' Schedule property belongs to the owners by Two sale deeds.

Mr. Manilal Patel and Mr. Bharath Kumar. M. Patel both purchased the schedule property from M/s. Krishna Rubber Industries by Sale deed dated on 27.07.2021 and registered as Doc No: 4411/2021 in BK 1, at Chokkikulam SRO, Madurai.

Mr. S. Vasanth Kumar and Mr. M. Ashok Kumar Patel both purchased the schedule property from M/s. Krishna Rubber Industries by Sale deed dated on 27.07.2021 and registered as Doc No: 4412/2021 in BK 1, at Chokkikulam SRO, Madurai.

WHEREAS the promoter has offered to develop the property mentioned in the schedule A as residential Apartments as per approval of Madurai Corporation and other appropriate authorities hereunder for a consideration to the owners as details below;

WHEREAS the owners are also interested and both the parties have agreed to the following terms and conditions;

NOW THIS AGREEMENT OF WITNESSETH AS FOLLOWS:

01. The owners have agreed to deliver the vacant site by demolition of the present constructed area in schedule 'A' property to the promoter immediately retaining the title on this day in order to facilitate the promoter on the request of the promoter to develop the property as residential apartments well within the agreement period mentioned as per clause 20 hereunder written for the development of the said propertyas residential apartment to facilitate the promoter for the speedy re-delivery of the schedule 'B' properties to the owners as per clause 7 and clause 20 hereunder written. The promoter does agree and hereby undertakes to re-deliver the possession of the schedule 'B' property to the owners along with the delivery of extent more fully described in schedule 'C' hereunder written, well within the agreement period as per clause 20 hereunder written.

PROMOTER

For Max Properties Pvt. Ltd,

Director

OWNERS

02. The promoter does hereby undertake the entire responsibilities to start and carryout the development works in the schedule 'A' property at his own risk, cost and all related expenses for developing the scheduled property entrusted by the owners as per the approved building plan sanctioned by the appropriate authorities. The owners undertake to deliver the original title deeds relatingto the schedule "A" property as and when the same is required by the promoter for purpose of Registration for the buyer.

03. All necessary formalities and costs arising in such construction projects from various statutory or non-statutory agencies, Government departments and various related aspects like necessary building licenses, electricity connections, water supply connections, drainage and sewerage connections and any such other service requirement etc. in respect of the development of the schedule A property shall be obtained at the expenses of the promoter.

04. The promoter shall alone be entirely responsible for the economy of the project incurring necessary cost and expenditure in developing and construction of the building.

05. The promoter shall be entire responsible for the design, safety and related procedural aspects connected with the construction of the apartments as authorized by the statutoryauthorities from time to time and in meeting with all the procedural formalities with statutory and non-statutory agencies in connection with the development of the project.The owners have no responsibility directly or indirectly in connection with the development of the project, its engineering or any other related aspects not specified inthis agreement connected with projects of this magnitude and nature. The owners also hereby undertake that they shall not in any way interfere with the promoter with respect to the building of the super structure and other related developmental activities.

06. Any time, any statutory deviations or any action leading to criminal breach of law or resulting in any type of criminal civil dispute, prosecution by any authority of law or any public dispute or any other cause of action in connection with this project, the promoter shall alone be responsible. The promoter hereby indemnifies the owners fromall such eventualities and in the event of such occurrences, undertakes to take all remedial steps and such other actions to overcome these eventualities at their own risk,cost and expenses without involving the owners in any manner.

PROMOTER

For Max Properties Pvt. Ltd,

Director

OWNERS

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07. In consideration of the owners entrusting the development of the property with promoter in schedule A property, the owners entitled to a constructed super built-up area of 20% as mentioned in schedule **B**. The promoter is entitled to the super built-up area of 80% as mentioned in schedule C.

08. The specifications as per Annexure attached with this agreement, facilities, quality of work provisions and fittings and any such other aspects that are related with building constructions provided or incorporated and all other services that are available to otherapartments shall be made applicable to the extent entitled to the owners in the schedule'B' property without any additional cost or consideration and a notarized copy of the set of approval plan along with the order of the appropriate authorities will be suppliedto the owners before commencement of main building work of the apartment by the promoter.

09. The sale price of the different portions of the developed property i.e. Schedule C property shall be determined by the promoter, the sale price of the different portions of the developed property included the cost of the undivided share in the land and the cost of constructions and amenities etc.

10. The promoter shall enter into agreements with the prospective purchaser / purchasers of the portions of the developed property to be constructed in the C schedule property,including the undivided share in the land as mentioned in Schedule C. The owners shallexecute necessary general power of Attorney duly registered in favour M/s. MAX PROPERTIES PVT.LTD., represented by its **Director S. S. Ramakrishna,** S/o. S. Sankariah, having its registered office at MAX Plaza, First Floor, Arunachalam Street, North Gate of S. S. Colony, Madurai-625010, to facilitate the promoters to convey the undivided share in the land in favour of the prospective purchaser of the portions of the developed property. The owners agree not to revoke the said power andthe promoter agrees not to use the power against the clauses of this agreement. In casethe owners revoke the said power in Suo motto and thereby the promoter suffers any loss or damage, then the promoter shall be entitled to claim damage and compensationfrom the owners.

11. The amounts that may be received from the prospective purchaser / purchasers shall bereceived by the promoter with respect to his share and the owner's responsibility is limited to facilitate the promoter to convey the undivided share in the land in favour ofthe prospective purchaser / purchasers of the portions of developed property, and shallnot be responsible for any agreements entered with or any dispute legal or non-legal with any party by the promoter. The promoter hereby indemnifies the owners from all such disputes and any legal action if arises.

PROMOTER

For Max Properties Pvt. Ltd.

Director

OWNERS

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12. Both the owners and the promoter are entitled to receive and retain all consideration / remuneration received from the prospective purchaser / purchasers exclusively with respect to their respective shares in the respective schedule of properties as per clause 7 supra.

13. The owners shall have the right to effect the sale or transfer their share of entitlement either in full or in part any time during the course of development at such cost or consideration independently. The promoter shall have no objection to such actions andon the other hand shall honor all the rights and entitlement to the prospective purchaser/purchasers (from the owners) similar to the owners. The promoter agrees to cooperatewith the owners by joining the construction agreement / Composite Deed and other acts that are necessary tocomplete the sale with respect to the owners share.

14. The owners declare that the said Schedule "A" property is not subject to any mortgage charge or any other encumbrances and that the said property is free hold property.

15. All charges, expenses in obtaining approval, preparation plans etc shall be borne by thepromoter. The promoter shall appoint his own architects, surveyors, engineers, contractors and other agencies to complete the said development project and the ownersshall not have any say in appointment of the above said persons.

16. The promoter agrees to provide amenities like electricity, water and drainage connection for the 50% of share of the owners and both should pay taxes to their share at the time of sale of apartment like GST.

17. The owners are not liable to any compensation proposed to be claimed by the employees under any of the provisions of the Labour Acts and the promoter is liable toanswer the said claims. The owners are not liable to any claim by any of the employeesof the promoter under the workmen compensation act. Any such claim made by any ofthe employees of the promoter against the owners, the same shall be indemnified by the promoter.

18. All local taxes i.e., GST, EPF, ESI etc., with respect to the schedule A of the property till the date of delivery of possession of the said property i.e., on the date of the development agreement to the promoter has to be paid by the owners. In case any duesare levied by the government or quasi-government authorities for the period prior to the date of the development agreement, the same shall be borne by the owners and the owners shall indemnify the promoter for such amount demanded.

PROMOTER

For Max Properties Pvt. Ltd.

Director

OWNERS

19. The owners undertake to pay capital gains tax under the income tax act 1961 for the consideration received (as set out in clause 7 supra) under the development agreement as to be levied by the income tax department. Any direct taxeslevied with respect to the schedule A property by the income tax department in connection with this development agreement in excess of the actual tax payable for theconsideration received as per the clause 7 supra, the promoter undertakes to pay the said amount on behalf of the owners. The promoter hereby indemnifies the owners from such excess claim if any made towards capital gain tax under the income tax act 1961 or any wealth tax from the date under the wealth tax act 1957 of this development agreement.

20. The promoter undertakes to complete the projects in all respects duly obtaining necessary statutory clearance for occupation of the apartment house with all required service connections and amenities within Two and Half Years from the date of getting building approval from the appropriate authority and possession of vacant land from the owners.

21. The owners and the promoter shall not seek partition of the undivided share of the property which is to be retained proportionately for the schedule B property to be handed over by the promoter from other schedule A property from the promoter or theprospective purchaser / purchasers of the undivided share of land.

22. The owners hereby confirm that they shall also become a member of the apartment association which is to be formed in future and shall abide by the terms and conditionsof the bye laws and resolutions to be passed by the said association. The owners herebyagree and undertakes to pay the membership fees for their share of the apartments andnecessary future maintenance charges to the association levied by the said association from time to time.

23. The parties hereto have agreed to abide by the terms and conditions laid down i this development agreement. If either party commits default in the performance of their part of the contract in accordance with the terms thereof, the party in default shall compensate the other party for all losses and damages suffered and incurred by the other party by reason of default.

PROMOTER

For Max Properties Pvt. Ltd,

Director

OWNERS

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24. The Promoter has paid an amount of **Rs.2,50,000/- (Rupees Two Lakh and Fifty Thousand only)** to Mr. Manilal Patel vide SBI, **cheque No:595998** and **Rs.2,50,000/- (Rupees Two Lakh and Fifty Thousand only)** to Bharath Kumar. M. Patel vide SBI, **Cheque No:596000** respectively to the owners as refundable advance at the time of handing over of the vacant site to the promoter, which is refundable by the land owners to the promoter during handing over the property Schedule – B. The Plan Approval will be obtained by the promoter by paying required fees by the promoter, in the name of the land owners from the competent authorities.

25. If the promoter is unable to complete the project within the stipulated period or unableto deliver possession of the schedule B property and if the completion of the project is delayed, by reason of non-availability of steel, cement, sand and bricks unduedelay in securing water/ sewerage / electrical connection, undue delay in getting necessary Government clearness and any other circumstances beyond the control of the promoter by reason of war, Strike, Lock down, Shut down or civil commotion, the promoter shall not incur any liability. In any of the aforesaid events occur; the promoter shall be entitled toreasonable extension of time for delivery of possession of the said units under mutualnegotiated agreement.

26. Any disputes arise between the parties shall be resolved by a common arbitrator as perthe provision of the arbitration and conciliation act.

DESCRIPTION OF PROPERTY

SCHEDULE - A

Madurai District, Madurai North Registration, Chettikulam Sub Registration Office, Madurai North Taluk, Thiruppalai Village, R.S.No.99/5A – 0.33.5 Hectares, R.S.No.99/5B – 0.19.5 Hectares and R.S.No.73/1 – 0.22.0 Hectares totally 0.75.0 Hectares that is 1 Acre and 82 Cents in that Eastern side 69.75 Cents.

Boundaries of Property:

North by	: Thiruppalai Main Road
East by	: Property in Survey No.72
South by	: Property in Survey No.74 & 73/2
West by	: Property in Survey No.75/1 & 99/5B

In the above boundaries 36.01 Cents of Undivided share of land (UDS) out of 69.75 Cents.

PROMOTER **OWNERS**

For Max Properties Pvt. Ltd,

Director

SCHEDULE - B

Retained with right by the owners/nominee

20% of undivided share of land retained by the owners out of the total extent of land and 20% of the total built up area (inclusive of proportionate share in common area) in the Non High Rise building to be constructed in and over the land mentioned in Schedule A above written and proportionate car parking with all the facilities like common area, stair case open space etc. at **TOWER – II.**

S. No.	Floor	Flat	RERA Carpet Area (Sq.Ft)	UDS (Sq.Ft)
1	I	A	1040.13	606.46
2	II	B	695.35	415.92
3	III	C	751	444.45
4	IV	D	756.60	443.37
5	V	E	653.16	392.46
6	I	F	725.71	415.06
7	II	G	669.74	402.14
Total				**3119.86**

SCHEDULE – C

To be developed and sold by the promoter

80% of undivided share of land to be sold by the promoter out of the total extent of land and 80% of the total built up area (inclusive of proportionate share in common area) in the Non High Rise building to be constructed in and over the land mentioned in Schedule A above written and proportionate car parking. With all the facilities like common area, stair case openspace etc. at **TOWER – II.**

S. No	Floor	Flat	RERA Carpet Area (Sq.Ft)	UDS (Sq.Ft)
1	II	A	1040.13	606.46
2	III	A	1040.13	606.46
3	IV	A	1040.13	606.46
4	V	A	1040.13	606.46
5	I	B	695.35	415.92
6	III	B	695.35	415.92
7	IV	B	695.35	415.92
8	V	B	695.35	415.92
9	I	C	751	444.45
10	II	C	751	444.45

PROMOTER **OWNERS**

For Max Properties Pvt. Ltd.

Director

11	IV	C	751	444.45
12	V	C	751	444.45
13	I	D	756.60	443.37
14	II	D	756.60	443.37
15	III	D	756.60	443.37
16	V	D	756.60	443.37
17	I	E	653.16	392.46
18	II	E	653.16	392.46
19	III	E	653.16	392.46
20	IV	E	653.16	392.46
21	II	F	725.71	415.06
22	III	F	725.71	415.06
23	IV	F	725.71	415.06
24	V	F	725.71	415.06
25	I	G	669.74	402.14
26	III	G	669.74	402.14
27	IV	G	669.74	402.14
28	V	G	669.74	402.14
Total				**12479.44**

In witness whereof the promoter and the owners subscribe their signature at Madurai before the following witness on this **14th day of April 2025** on two sets as original and keeping one each.

BUILDING SPECIFICATIONS:

Wall finishes

Interior : Smooth finish full putty with durable plastic emulsion paint
Exterior : Outer wall with quality exterior emulsion paint.

Windows

Bedroom & Kitchen : UPVC Sliding / Open type windows with glass panels.
Bathroom : Fixed louvers.

Door:

Main Door : Teak wood frame with factory made design doors.
Bedroom : Factory made design doors with seasoned country Wooden frames.
Bathroom : WPC Doors

Floor Finishes

Common Areas Living, dining & Bed Room : Vitrified Tiles with Skirting.

Kitchen & Balcony & Bath Room : Non – Slippery Vitrified Tiles.

PROMOTER **OWNERS**

For Max Properties Pvt. Ltd,

Director

Sanitary Fittings

Kitchen	:	Stainless steel sink and tap with polished granite counter top.
Bathroom	:	Water closet, shower rose with hot and cold Mixer and wash basin.
Electrical	:	Modular switches and M.C.B. Provision for Air-Condition in All bed rooms.Provision for UPS.
Cupboard	:	Elegantly finished closed type showcase, wardrobes and lofts in bedrooms and kitchen.

PROMOTER **OWNERS**

For Max Properties Pvt. Ltd,

Director

WITNESSES

1.

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THE LANDLENS SUITE

Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
/landlens/one

Verify My Land
Every record check run on one property and returned as a single report.
/landlens/verify-my-land

Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
/landlens

One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
/landlens/one/map

PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
/landlens/pricemap

Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
/landlens/build-scope

Property Tracker
Watch a property and hear about it when something new is registered against it.
/landlens/property-tracker

Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
/landlens/deal-room

FREE TOOLS · NO ACCOUNT NEEDED

Twenty-four checks you can run yourself, at no cost.

Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

Every free tool
/tools

Services we run for you
/services

The LandLens suite
/landlens/one

Verified RealEstate™

Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

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3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai 600 097, India
hello@verified.realestate
+91 9996 12 9996

Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.