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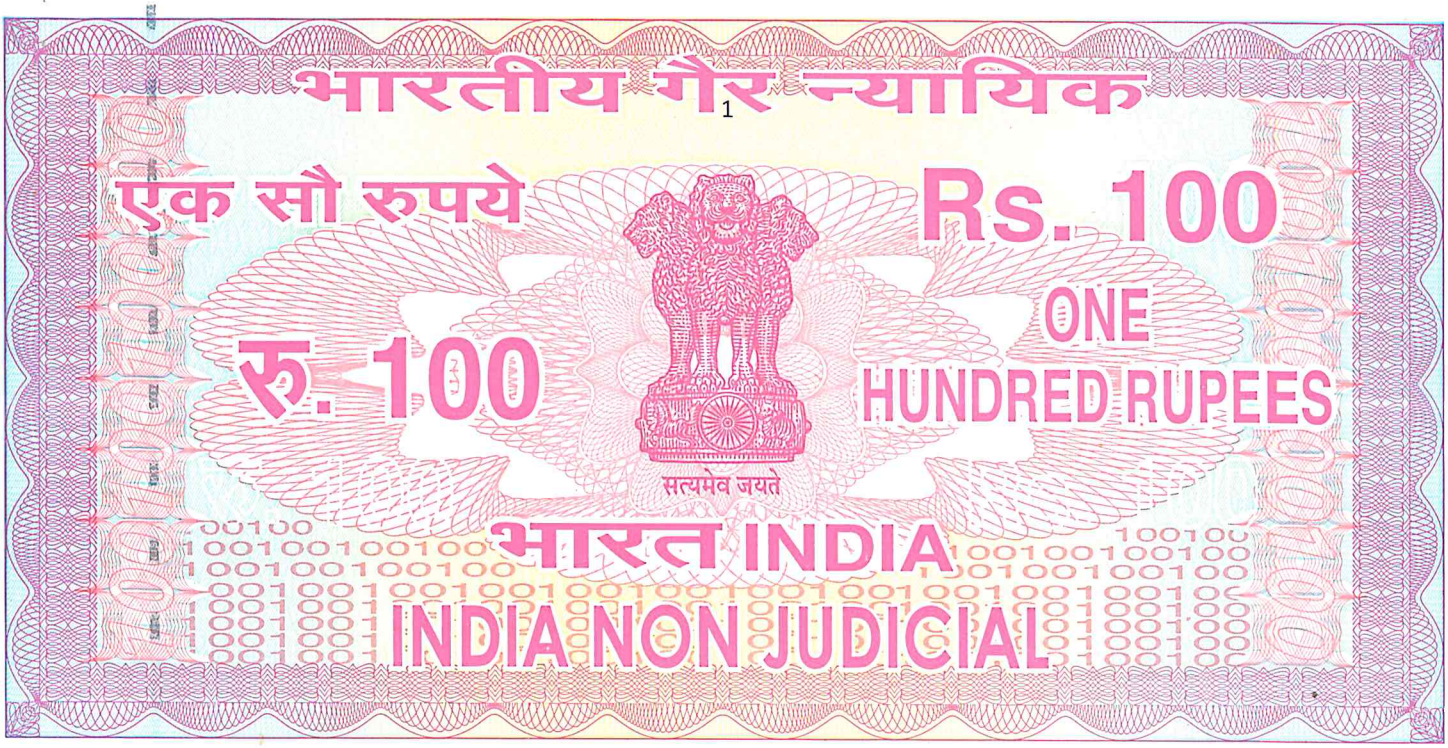
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தமிழ்நாடு तमिलनाडु TAMILNADU

EF 874597

31 DEC 2024

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT IS MADE AT CHENNAI on this **25th** day of **JANUARY 2025**,

BETWEEN

i) **Mr.K.MANI**(Aadhar No.2552 1881 7382 & PAN No. BIRPM0393N)Son of Late G.Kanakasabapathy, Hindu aged about 80 years, residing at Flat No.207, 2nd Floor, 2nd Block, Raj Paris Ram Nivas, NSK Kalaivanar Street, Thiruvalluvar Nagar, ZaminPallavaram, Chennai – 600 043

ii) **Mrs.HEMA MANI** (Aadhar No.6857 0713 1801 & PAN No. AIEPH6788G)Wife of Mr.K.Mani, Hindu aged about 69 years, residing at Flat

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

Hemamani
Gayathridevi.S
M. BaraniRaja

No.207, 2nd Floor, 2nd Block, Raj Paris Ram Nivas, NSK Kalaivanar Street, Thiruvalluvar Nagar, Zamin Pallavaram, Chennai – 600 043

iii) **Mrs.S.GAYATHRI DEVI** (Aadhar No.8468 6956 6116& PAN No. BFSPG8756F) Wife of K.Satheeshkumar and Daughter of Mr.K.Mani, Hindu aged about 44 years, residing at Flat No.318, 3rd Floor, 1stBlock, Raj Paris Ram Nivas, KalaivanarNSK Street, Noor Talkies, Zamin Pallavaram, Chennai – 600 043

iv) **Mr.M.BHARANI RAJA**(Aadhar No.6086 6693 4083& PAN No. BKRPB4112N)Son of Mr.K.Mani, Hindu aged about 41 years, residing at Flat No.207, 2nd Floor, 2nd Block, Raj Paris Ram Nivas, NSK Kalaivanar Street, Thiruvalluvar Nagar, Zamin Pallavaram, Chennai – 600 043 (hereinafter collectively referred to as the **OWNERS**) which term shall include their heirs, successors and assigns.

AND

MYVIVA HOUSING PRIVATE LIMITED (PAN No:AASCM4442M) a company registered under the Companies Act 2013, having its registered office at No.2, Tannery Street, Somasundaram Nagar, Kanchipuram, TamilNadu, India – 600 043, acting through its Authorized Signatory **Mr.C.KARTHIKEYAN (PAN : BHYPK5605D),** Son of Mr.K.Chellamuthu, aged about 42 years, residing at No.177, VIVA CASTLE, Ishta Siddhi Vinayagar Kovil Street, Venkateswara Nagar, Polichalur, Chennai - 600074, (hereinafter referred to as the **DEVELOPER**) which term shall include their heirs, successors and assigns.

(The terms OWNERS and DEVELOPER hereinafter collectively referred to as "Parties")

WHEREASthe said owners namely i) Mr.K.Mani, ii) Mrs.Hema Mani iii) Mrs.S.Gayathri Devi and iv) Mr.M.Bharani Rajaare the joint and absolute ownersof the vacant land measuring an extent of 46 cents i.e 20056 sq.ft., comprised in Old Survey No.117/4, as per Patta New Survey No.117/4A, now T.S.No.147, Ward C, Block No.27, situated at Zamin Pallavaram Village, Pallavaram Taluk, Chengalput District which is morefully described in the Schedule A hereunder and the same has been purchased from one

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

Hemamani

Gayathri devi.S

M. BharaniRaja

Mr.B.Shivaji Rao, vide a Sale Deed dated 18.12.2019, registered as Document No.11225 of 2019, in the office of the sub-registrar, Pallavaram.

WHEREAS, the said owners obtained Town Survey Patta in their name in respect of Schedule "A" Property and the same has been issued by Special Thasildar, Pallavaram.

WHEREAS, the said owners are joint and absolute possession and uninterrupted enjoyment, right title and interest in respect of the Schedule A Property.

WHEREAS the OWNERS have decided to develop the Schedule A Property and approached to the DEVELOPER and the DEVELOPER has accepted to develop the Schedule A Property for which the OWNERS handover the land i.e Schedule A Property to the developer for which to construct a Commercial cum Residential Building consisting stilt with Four floors in Block –A and Residential Building consisting stilt with Four floors in Block –B on the following terms and conditions set out hereunder;

NOW THEREFORE THIS AGREEMENT FOR JOINT DEVELOPMENT WITNESSES AS FOLLOWS:

Appointment of Developer:

The Land Owners hereby appoint and authorize the Developer to develop the Land described in the 'Schedule – A' hereunder for construction of Commercial/Residential Apartments thereon in accordance with the terms and conditions stated herein.

Developer acceptance and Undertaking :

The Developer hereby accepts the said appointment and undertakes to construct the buildings as per the approval from the concerned authorities. The Commercial/Residential Apartments will be constructed over 'Schedule-A' property as per the approval granted by the authorities concerned.

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

Hemamalini
Gangadharan.S
M. BoraniRaja

Consideration to the Land Owner:

The LAND OWNERS are entitled to have built up area which is to be constructed by the DEVELOPER (i.e to be constructed a Commercial cum Residential Building consisting stilt with Four floors in Block –A in Schedule "A" Property and handover 2 commercial shops in First Floor with 1 Duplex Flat consisting 4 BHK, 12 Flats each consisting 3 BHK Flats) and further the LAND OWNERS are entitled to retain 10056 S.ft of the undivided share of land out of the "Schedule A Property" which is morefully described Schedule "B" hereunder.

Sl. No.	Flat No.	Floor	Building Type	UDS
1	A101	FIRST FLOOR	Commercial Shop	55.10
2	A102	FIRST FLOOR	Commercial Shop	53.11
3	A103	FIRST FLOOR	Residential - 3BHK	58.08
4	A104	FIRST FLOOR	Residential - 3BHK	56.86
5	A201	SECOND FLOOR	Residential - 3BHK	68.33
6	A202	SECOND FLOOR	Residential - 3BHK	57.55
7	A203 & A303	SECOND FLOOR	Duplex Flat	106.50
8	A204	SECOND FLOOR	Residential - 3BHK	55.63
9	A301	THIRD FLOOR	Residential - 3BHK	68.33
10	A302	THIRD FLOOR	Residential - 3BHK	57.55
11	A304	THIRD FLOOR	Residential - 3BHK	56.38
12	A401	FOURTH FLOOR	Residential - 3BHK	68.33
13	A402	FOURTH FLOOR	Residential - 3BHK	57.55
14	A403	FOURTH FLOOR	Residential - 3BHK	58.08
15	A404	FOURTH FLOOR	Residential - 3BHK	56.86

Apart from the above, the Developer shall Pay a rent of **Rs.60,000/- (Rupees Sixty Thousand Only)** per month to the Land Owners from the date of commencement to till the date of handing over of an agreed Flats to them.

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

Hemamouli
Gayathiderie S
M. Boraniraja

Consideration to the Developer:

The DEVELOPER is entitled to retain built up area which is to be constructed by it over the "Schedule- A" Property (i.e construct a Residential Building consisting stilt with Four floors in Block –B in Schedule "A" Property and the Developer has right to get 16 Flats each consisting 3 BHK) and further the DEVELOPER is entitled to have 10000 S.ft of the undivided share of land out of the "Schedule A" Property which is morefully described Schedule "C" hereunder.

Sl. No.	Flat No.	Floor	Building Type	UDS
1	B101	FIRST FLOOR	Residential - 3BHK	65.90
2	B102	FIRST FLOOR	Residential - 3BHK	55.50
3	B103	FIRST FLOOR	Residential - 3BHK	56.01
4	B104	FIRST FLOOR	Residential - 3BHK	54.84
5	B201	SECOND FLOOR	Residential - 3BHK	65.90
6	B202	SECOND FLOOR	Residential - 3BHK	55.50
7	B203	SECOND FLOOR	Residential - 3BHK	56.01
8	B204	SECOND FLOOR	Residential - 3BHK	54.84
9	B301	THIRD FLOOR	Residential - 3BHK	65.90
10	B302	THIRD FLOOR	Residential - 3BHK	55.50
11	B303	THIRD FLOOR	Residential - 3BHK	56.01
12	B304	THIRD FLOOR	Residential - 3BHK	54.84
13	B401	FOURTH FLOOR	Residential - 3BHK	65.90
14	B402	FOURTH FLOOR	Residential - 3BHK	55.50
15	B403	FOURTH FLOOR	Residential - 3BHK	56.01
16	B404	FOURTH FLOOR	Residential - 3BHK	54.84

Specific allotment of Flats/shops to the Land Owners:

The Developer shall construct a Commercial cum Residential Building consisting stilt with Four floors in Block –A in Schedule "A" Property and handover 2 commercial shops in First Floor with 1 Duplex Flat consisting 4 BHK, 12 Flats each consisting 3 BHK Flats to the Land Owners.

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The Developer herewith undertake to Land Owners for interior work in respect of 1 Duplex Flat & 14 Flats of 3BHK in Block –A and the same has been accepted by Land Owners.

The Developer has agreed to construct separate Septic Tank, Sump, Overhead Tank, Lift, Genset, Rainwater Harvesting on Both Side – 4 Nos., E.B. Connection, Metro Water Connection, Property Tax, Drainage Connection and CCTV fixing in flats for each Block.

Specific allotment of Flats to the Developer:

The Developer shall construct a Residential Building consisting stilt with Four floors in Block –B in Schedule "A" Property and the Developer has right to get 16 Flats each consisting 3 BHK and the same has been accepted by Land Owners.

Execution of Power of Attorney Deed by the Land Owner in favour of the Developer

In consideration of the Block "A"(i.e Schedule "B" Property) to be constructed by the Developer, the Land Owners herewith agree and undertake to execute a General Power of Attorney in respect of Schedule "C" (i.e Block -B)Property to and in favour of the Developer and/or any other person nominated by the Developer, at the time of commencement of Building.

Further, the Land Owners herewith agree and give no objection to Developer, to deal with Schedule "C" Property (i.e Developer Proportionate share) which includes mortgage/sell to third party /proposed purchaser and to receive the sale consideration from proposed purchaser in respect of Developer's Proportionate share i.e Schedule "C" Property.

Ceiling on further monetary contribution from Land Owners:

It is specifically agreed that the Land Owners shall at no point of time be liable to contribute any moneys for or towards the construction in respect of the "Schedule A". The Land owners shall also not be liable to pay any further money to the Developer on account of any escalation in the cost of

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construction of the said building. However, if the Land owners need additional amenities other than that mentioned in the agreed Specifications, the Land Owners shall bear the cost for the same.

Applicable Tax:

It is specifically agreed by the Developer applicable tax i.s GST to be paid by Developer to the competent authority in respect of construction of Schedule "A" Property which includes Block –A and Block –B.

Sanctions, Permits and Approvals:

The Developer shall at his cost apply for and obtain all necessary sanctions, permits, and approvals for the construction of building in the 'Schedule -A'. All expenses such as architect fees, scrutiny fees, legal charges shall be borne by the Developer. The Developer shall take all precautions to protect the rights and interest of the Owners of the neighbor properties and the public. Further the Developer shall be liable to pay compensation if any, caused due to its negligence.

Permission to erect hoarding

The Developer, shall be permitted to erect board/hoarding on the 'Schedule-A' property. However, the hoarding shall be removed once the completion of the construction of the building in all respects.

Time for completion of construction and handing over possession

(i)The Developer hereby agrees and undertakes to complete the construction of the said building in all respects within 18 months from the date of receipt of the building approval/ from CMDA/ and /or any other competent authority or commencement of work whichever is later.

(ii) The Developer shall handover the possession of the Land Owners' share of constructed area i.e Block –A within the said date and shall acknowledge the receipt of possession. In case of delay in

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handing over the possession by the Developer to the Land Owners, the Developer shall pay Rs.20,000/- (Rupees Twenty Thousand) in respect of each units/apartment for each month delay as compensation to the Land Owners.

However, the Developer shall not be held liable for delay in this respect if it is unable to complete the construction of the said building by the date aforesaid due to circumstances beyond its control like lock down declared by the government, or due to non-availability of steel and/ or cement and / or any other building materials or, by reason of war, civil commotion, riots, act of god or if non delivery of possession or the result of any order, rule or notification of a court of law, Government agency or any other public or competent authority for reasons not attributable to or arising out of any act or omission or failure on the part of the Developer. The Developer shall also not incur any liability for delay, in the event of hostilities, rebellion, force major any change in law or if any Government authority or competent authority decides to revoke any permit due to reasons other than any act or omission or failure by or on the part of the Developer.

Co-operation from the Land Owners:

The Land Owners shall not interfere with the construction of the building by the Developer and the Land Owners shall co-operate in the construction as long as the Developer adheres to the terms and conditions under this agreement.

Responsibilities for workmen, for construction and to Third Parties:

The Developer alone (to the exclusion of the Land Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, agent of the Developer for any work, dispute, accident or injury to such person in the course of the proposed development on the 'Schedule-A' property. Further the Land Owners shall in no way be held liable or responsible for any claim, dispute or liability that may arise between the Developer and its nominees or other third parties except if such claim or dispute or liability relates to an act or omission on the part of the Land Owners. The Developer shall also be liable to any loss or damage

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that may arise due to non-observance of all laws, rules, regulation etc., governing development of plots and construction activities.

Indemnify to Land Owners:

The Developer shall indemnify the Land Owners and keep the Land Owners indemnified and harmless against all losses, damages, actions, claims and proceedings that may arise on account of the aforesaid liability of the Developer to its workmen etc., and on account of any dispute between the Developer and its nominee/s.

Owner's Assurance on title:

The Land Owners hereby assure the Developer that to their knowledge there is no Will or no other subsisting agreement/s nor encumbrances in respect of the property described in the 'Schedule-A' hereunder nor any acquisition or requisition proceedings in respect of the same. If there is any Encumbrance or Will or Acquisition Proceeding/s with respect of the "Schedule A" Property is discovered in future, the Land Owners shall jointly and severally compensate the Developer out of their personal amounts and out of the properties owned by them. Further the Land Owners hereby agree to indemnify the Developer and keeps the Developer indemnified and harmless against all losses, damages, actions, claims, and proceedings that may arise due to any act or omission on the part of the Land Owners. The Land Owners also assure that all taxes and public dues such as land tax, property tax, electricity and water charges / taxes, etc. in respect or the property described in the "Schedule-A" hereunder, are found to be due on the date on which the Developer is put in vacant possession of the schedule mentioned property by the Land Owners, the same shall be paid by the Land Owners. Further the Land Owners declare that there is no charge/lien/litigation and no cases/claims are pending in respect of the property. In future, if any claim or suit/litigation arise in respect of the title of the property, the Land Owners will defend the same at their own costs and further in that case, the Land Owners shall reimburse the Developer in all respects which includes the expenses spent by the Developer for the Project.

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

Hemamani
Gayathiri.S
M. Poorani Raja

Stamp duty, Registration Fees:

The stamp duty, registration fees and other expenses incidental to the transfer of the saleable undivided interest to the Developer or its Nominees with regard to the developer share in the 'Schedule A' property, which is described in the 'Schedule-C' together with proportionate buildings to be built thereon, shall be borne by the Developer or its Nominee/s.

Future Maintenance:

The Land Owners along with all the other Owners (future) of the building shall contribute and share the expenses for maintenance of elevators and other common areas and amenities in the building and shall become members of the society or association formed for this purpose.

Arbitration and Jurisdiction:

It is mutually agreed that all dispute arising out of this agreement with reference to the terms and obligations, shall be referred to a sole arbitrator of mutual choice and in the absence of any consensus the parties agree to approach the court in Chennai Jurisdiction, seeking appointment of an Arbitrator under section 11 of Arbitration and Conciliation proceedings of Arbitration and Conciliation Act 1996.

Schedule "A" Property

All that piece and parcel of vacant land measuring an extent of 46 cents i.e 20056 sq.ft., comprised in Old Survey No.117/4, as per Patta New Survey No.117/4A, now T.S.No.147, Ward C, Block No.27, situated at ZaminPallavaram Village, Pallavaram Taluk, Chengalput District and the said land is being bounded on the;

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

Hemamalini
Gayathridevi.S
M. Bhavani Rao

North By: Land in Survey No.117/2
South By: Remaining Land in Survey No.117/4
East By: Road (Survey No.91/1 Part)
West By: Land in Survey NO.117/3 Part

Lying within the Sub-Registration District of Pallavaram and Registration District of Tambaram.

Schedule -B Property

(Share of the Land Ownersi.e Block -A)

10056 S.ft of the undivided share of land in "Schedule A Property **together with the proportionate built-up area** to be constructed thereon (i.e Commercial cum Residential Building consisting stilt with Four floors in Block –A in Schedule "A" Property and handover 2 commercial shops in First Floor with 1 Duplex Flat consisting 4 BHK, 12 Flats each consisting 3 BHK Flats)

(Share of the Developer i.e Block -B)

10000 S.ft of the undivided share of land in "Schedule A Property **together with the proportionate built-up area** to be constructed thereon (i.e Residential Building consisting stilt with Four floors in Block –B in Schedule "A" Property and the Developer has right to get 16 Flats each consisting 3 BHK)

The provisional plan and the specifications, agreed by both the Developer and the Land Owners are attached herewith.

For MYVIVA HOUSING PRIVATE LIMITED

Authorized Signatory

In Witness whereof, this Joint Development Agreement is executed by the Parties herein on the date, month and year, mentioned above:

WITNESSES :

Hemamalini
Gayathiri.S
M. Bharani Raja

1. **LAND OWNERS**

For MYVIVA HOUSING PRIVATE LIMITED

Authorised Signatory

2. **DEVELOPER**

THE LANDLENS SUITE

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

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/landlens/one

Verify My Land
Every record check run on one property and returned as a single report.
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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

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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
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- 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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