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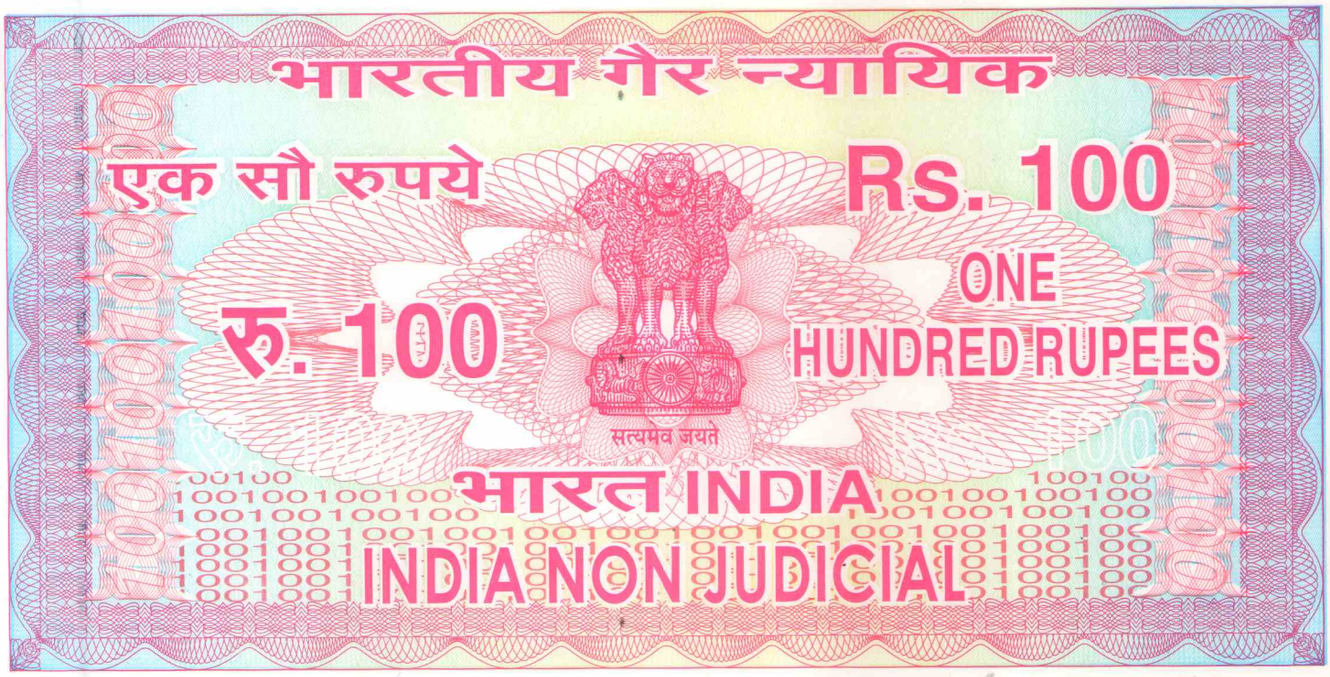
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தமிழ்நாடு तमिलनाडु TAMILNADU DU 085285

M. Rajamani

M. ராஜாமணி
முத்திரைத்தாள் விற்பனையாளர்
L.No: 7333/B-1/97/G1
74, கஸ்பகோனார் வீதி, M.K.பாளையம்,
கோவை-15, தமிழ்நாடு.

Nivagan Homes Private Limited

14/06/2024

Cbe.

AGREEMENT FOR JOINT VENTURE

JOINT DEVELOPMENT AGREEMENT ENTERED INTO AT COIMBATORE ON THIS THE 18th DAY OF JUNE 2024 BETWEEN

Mr. N. GOVINDARAJAN, (PAN: AIXPG4838R) (Aadhar: 5458 1780 4294) (Mobile: 98947 90801) Son of Mr. Narayanaswamy ,residing at No:1 MANCHESTER ALBATROSS,Malumitchampatti Road, Golf Club Road, Chettipalayam, Coimbatore-641201 and **2. Mrs. N. SARASAWATHI,** (PAN: BGPPS0410Q) (Aadhar:6553 5694 5538) (Mobile:98940 25050) Wife of Mr. P. R. Jagannathan, residing at Door No.17A, Indira Nagar, Goldwins, Civil Aerodrome Post, Coimbatore- 641014 hereinafter called the **LANDOWNERS,** which term shall mean and include themselves, their legal heirs, administrators, executors, assigns etc.

LANDOWNERS **DEVELOPER**

AND

M/s. NIVASAN HOMES PRIVATE LIMITED, [PAN:AACCN8709N] [CIN: U45201TZ2008PTCO14220] a company incorporated under the Companies Act 1956, having its registered office at Old No.1514 New No.252 Avinashi Road, Peelamedu Post, Coimbatore – 641 004 is represented by its Director **Mr. M.ASHWIN DWARAKAESH,** (PAN : CCHPD6029F) (Mobile : 9994488333) Son of Mr.S.Murali, residing at Old No. 1613, New No.1098, Trichy Road, Coimbatore – 641 018...,hereinafter called the **DEVELOPER** which term wherever the context so requires shall mean and include themselves, their legal representatives, administrators, nominees, executors, assigns, successors-in-interest witnesseth as follows:

HISTORY OF TITLE OF THE SCHEDULE "A" PROPERTY BELONGING TO THE LAND OWNERS 1. MR.N. GOVINDARAJAN 2. MRS.N. SARASWATHI:

WHEREAS, all that piece and parcel of vacant lands to an extent of 1.71 Acres and 152.4 Sq Fts (74640 Sq.ft) situated in SF Nos.758/3, 760/1B, 760/1D and 756/1B1D of Kalapatty Village (East) that are morefully described in the Schedule A (Item no. 1) hereunder is absolutely owned by No.1 Mr.N.Govindarajan vide Deeds bearing Document Nos.1020/2001, 1272/2002, 2797/2011 and 2896/2011 dated 23.04.2001, 08.02.2002, 01.04.2011 and 07.04.2011 on the files of the Sub Registrar, Gandhipuram.

AND WHEREAS, adjacent vacant lands to an extent of 0.35 Acres (15246 Sq.fts)in SF Nos. 760/1 and 760/1D ok Kalapatti Village (East) is absolutely owned by No.2 Mrs.N.Saraswathi vide Settlement Deed bearing Document No.4489/2023 dated 27.04.2023 on the files of the Sub Registrar, Gandhipuram. AND WHEREAS the aforementioned 35 cents of properties are joint and contiguous constituting a single composite property as described in the **Schedule "A"**(Item no. 2) annexed hereunder.

AND WHEREAS, the LAND OWNER No.1 herein is absolute owner of the Schedule "A" (Item No.1) property and the LAND OWNER No.2 is the absolute owner of the Schedule "A" (Item No.2) property in the manner aforesaid and have been in absolute possession and continuous enjoyment of the same without any interruption

or interference from any person whomsoever paying in their own right, taxes and all other public charges pertaining to the same.

AND WHEREAS, the LAND OWNERS herein are desirous of developing the Schedule "A" (Item No.1 and Item No.2) property into a scheme of development under a joint development arrangement.

AND WHEREAS, the DEVELOPER offered to carry out the development of the land described in **the Schedule "A"** (Item No.1 and Item No.2) annexed hereunder on various terms and conditions and the said offer was accepted by the LAND OWNERS.

AND WHEREAS, the DEVELOPER has also agreed to develop the Schedule "A" (Item No.1 and Item No.2) property in the manner as contemplated in this Agreement for Joint Development subject to the terms and conditions as mutually agreed and reduced to writing as appearing hereunder.

NOW THIS AGREEMENT FOR JOINT DEVELOPMENT WITNESSETH AS FOLLOWS: -

1.1 PROPERTY TO BE DEVELOPED:

All that piece and parcel of vacant land comprised in the following Survey Number in S.F.No: 756/1B1D2, 758/3, 759/3A, 759/3B, 760/1A , 760/1B, 760/1C1, 760/1C2, 760/1D1 & 760/1D2 measuring an extent of 8152 Sq.mts , At 17 A Indra Nagar ,civil erodrome PO, Kalapatti Village East, Goldwins, Coimbatore- 641014 , more fully described in the Schedule "A" (Item No.1 and Item No.2) annexed hereunder.

1.2 PROJECT CONCEPT:

It is agreed and accepted between the Parties herein that the Project to be developed on the above-mentioned Schedule "A" (Item No.1 and Item No.2) property shall be in the form of Residential Villas. It is agreed and accepted between the Parties herein that upon the DEVELOPER providing to the LAND OWNERS such scheme drawing; it shall be approved by the LAND OWNERS within 15 days from the date of receiving the same from the DEVELOPER.

[2] SHARING OF SALEABLE AREA:

The DEVELOPER shall at their cost, effort and expense, construct a building complex on the Schedule "A" (Item No.1 and Item No.2) property as gated community of

LANDOWNERS **DEVELOPER**

For NIVASAN HOMES PRIVATE LIMITED

Director

villas under the prevailing rules of the Corporation of Coimbatore/Local Planning Authority or any such delegated planning authorities as per the current Master plan. That out of the said total construction, the DEVELOPER shall construct, allocate and deliver 44% of the super built up area of villas and more fully described in the **Schedule "B"** hereunder to the LAND OWNERS and/or their nominee/s and the balance 56% of the super built up area in villas in the proposed Building complex shall be earmarked for the exclusive use of the DEVELOPER and or their nominee/s, more fully and particularly described in the **Schedule "B"** hereunder.

	VILLAS
LAND OWNERS	44%
DEVEOPLER	56%

It is agreed and accepted between the Parties herein that, if the above agreed percentage could not be exactly divided, then the difference shall be settled at the final settlement.

[3] NATURE OF CONSTRUCTION:

It is agreed and accepted between the Parties herein that the project to be developed on the above-mentioned Schedule "A" (Item No.1 and Item No.2) property shall be in the form of Residential development.

[4] DIVISION OF CONSTRUCTED SUPER BUILT UP AREA:

It is agreed between the **LAND OWNERS** and the **DEVELOPER** herein that they shall share the super built up area in the building/s proposed to be constructed on the Schedule "A" property (Item No.1 and Item No.2) in the agreed ratio of **44%: 56%** respectively for subsequent to obtaining the necessary approval from the DTCP/Corporation of Coimbatore or any such delegated planning authorities with regard to the development contemplated on the Schedule "A" (Item No.1 and Item No.2) property. Upon obtaining the necessary plan sanction from the DTCP/Corporation of Coimbatore or any such delegated planning authorities in respect of the development contemplated on the Schedule "A" (Item No.1 and Item No.2) property, the Parties herein shall record a Supplementary Agreement or any such document in order to record the final sharing of built-up areas between the Parties herein as per the approved plan.

LANDOWNERS

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For NIVASAN HOMES PRIVATE LIMITED

Director

[5] SHARING OF UNDIVIDED SHARE

Undivided share in the proportion of Villas 44%: 56% in the Schedule "A" (Item No.1 and Item No.2) land shall be retained / conveyed by the LAND OWNERS to the DEVELOPER and/or their nominee/s, in proportion to the super built up area that shall be allocated to their respective shares.

The DEVELOPER further assures that they shall prior to submitting the Plans pertaining to the proposed construction to the DTCP/Corporation of Coimbatore or any such delegated planning authorities, furnish the LAND OWNERS with a copy of the same, to enable the LAND OWNERS, to approve and make the necessary changes, pertaining to the construction that shall be retained towards the LAND OWNERS share in the proposed development.

[6] SHARING OF CAR PARKS

Car parking spaces and the two-wheeler parking spaces shall be divided and shared between the LAND OWNERS and the DEVELOPER as per the sharing ratio agreed to between the Parties herein.

[7]. TIME FOR COMPLETION

The DEVELOPER herein agrees that the proposed transaction with respect to the completion of the entire project shall be on or before **Oct 2027** from the date of the Corporation of Coimbatore / local Planning Authority sanctioning their approval and License to commence construction with respect to this project subject to a grace period of 90 days subject to the LAND OWNERS granting license to the DEVELOPER to enter the Schedule "A" (Item No.1 and Item No.2) property within the time period as contemplated in this Agreement for Joint Development.

[8] TIME SHALL BE THE ESSESNCE OF THIS CONTRACT

However, in case of natural calamities like heavy rain, floods, famine, earthquake, war, riot, fire etc. and or undue delay on the part of the Water Board and Electricity board to give service connection, despite the best efforts of the DEVELOPER, suitable extension of time will be permitted.

[9] HANDING OVER

It is agreed between the Parties herein that the Developer shall handover the Schedule "B" super built-up area, ear marked for the LAND OWNERS, only upon the

LAND OWNERS making the necessary payments to the DEVELOPER in respect of the amounts due from them as GST or any other statutory charges towards their share of the expenses and deposits payable to Electricity and Metro water departments in respect of the Schedule "B" super built up area, apart from any additional amounts to be paid in the event of any built up area or variation in the built up area in excess of the area ear marked for the LAND OWNERS under this agreement or any such addition or alteration entailing additional payment including refunding of the Security deposit as mentioned in this Agreement for Joint Development. Amount to be paid for but back of OSR area is to be shared and settled by both in the same ratio of sharing as finalized at the time of payment to the Corporation authority.

[10] OBLIGATIONS OF THE LAND OWNERS:

[a] ORIGINAL TITLE DEEDS:

The LAND OWNERS agrees to handover all the original title deeds pertaining to the Schedule "A" (Item No.1 and Item No.2) property to the DEVLOPER at the time of signing this Agreement for Joint Development. If the Original documents contain any other properties, a Notarized photo copy of the original document shall be handover with a declaration by the LANDOWNERS that the same is not in any mortgage or deposit for loan against the property.

The PARTIES herein agree that on completion of the sale of proportionate undivided share in the Schedule "A" (Item No.1 and Item No.2) land, the DEVELOPER shall in simultaneous to the LAND OWNERS taking possession of the Schedule "B" Built up area, return the original documents to the LAND OWNERS herein, in order to support the title of the balance undivided share in the Schedule "A" (Item No.1 and Item No.2) land that they shall be retaining and the LAND OWNER shall acknowledge the return of the said original documents.

It is agreed and accepted between the Parties herein that in the event of the LAND OWNERS subsequently conveying the Schedule "B" built up area that they would become entitled to under this Agreement, in such an eventuality the original documents relating to the Schedule "A" (Item No.1 and Item No.2) property shall be handed over to the Association consisting of all the CO-OWNERS of the Schedule "A" (Item No.1 and Item No.2) property.

The LAND OWNERS on their part agree to convey proportionate undivided share in the entirety of the Schedule "A" (Item No.1 and Item No.2) mentioned Land which

will be corresponding to the super built up area in the proposed residential building/s earmarked for the DEVELOPER and or their nominee/s.

The LAND OWNERS further agree to grant license of the Schedule "A" (Item No.1 and Item No.2) property to the DEVELOPER at the time of signing this Agreement for Joint Development, to enable the DEVELOPER develop the Schedule "A" (Item No.1 and Item No.2) property as contemplated in this Agreement for Joint Development.

The DEVELOPER is entitled to do the necessary soil test, water test and survey and all other preliminary development work for the purpose of carrying out the Project as contemplated under this Agreement in the Schedule property.

The LAND OWNERS herein agrees that up to the date of granting license of the entirety of the Schedule "A" (Item No.1 and Item No.2) property to the DEVELOPER in accordance with the terms agreed to above, the LAND OWNERS shall pay the land tax and all other public outgoings with regard to the said Schedule "A" (Item No.1 and Item No.2) property till signing of Joint Development Agreement.

[b] POWER OF ATTORNEY

The LAND OWNERS herein have executed a Power of Attorney in favour of the DEVELOPER, empowering the Power Agent to get plan sanction from DTCP/Corporation of Coimbatore/Local Planning Authority for construction of the proposed building complex, service connections such as water, sewerage, Electricity etc. including the Power to execute the sale deed or deeds in respect of 56% undivided share in the Schedule "A" (Item No.1 and Item No.2) land earmarked for Under the said Power of Attorney, the DEVELOPER shall also be authorised and entitled to borrow money on the Security of the Schedule "A" (Item No.1 and Item No.2) with respect to 56% share in property ear marked for them under this Agreement for Joint Development without making the LAND OWNERS responsible for the repayment of any such loans.

The LAND OWNERS further agrees not to revoke the above-mentioned Power of Attorney to be executed and registered in favour of the DEVELOPER under any circumstances until the completion of the project as contemplated in this Agreement for Joint Development.

[c] BUILDING PLAN SANCTIONS AND PRO-RATA CHARGES FOR SERVICE CONNECTIONS:

The responsibility for getting service connections for habitation and Building plan

sanction shall be met by the DEVELOPER only. However, the LAND OWNERS agree and accept that they shall bear the pro-rata cost for procurement of Water, Sewerage and Electricity connections, meter connections as shall be incurred in procuring these connections, with respect to the Schedule "B" Built up area, as shall be applicable to the prospective Purchaser/s purchasing the Built-up area from the DEVELOPER. The LAND OWNERS shall also be liable for the pro-rata impact fee, GST and such other levy as may be imposed by the State Government or Central Government currently or in future with regard to the Schedule "B" built up area ear marked for him under this Agreement for Joint Development.

[d] CHANGES TO THE BUILDING PLAN:

In case the LAND OWNERS requests for any alterations to the built-up space earmarked for them while preparing the building plan, the same shall be duly incorporated, subject to technical feasibility. However, no changes or alterations shall be entertained after the approval of the building plan with regard to the development contemplated on the Schedule "A" property (Item No.1 and Item No.2).

[11] DEVELOPER'S OBLIGATIONS:

The DEVELOPER shall arrange for applying and obtaining at their cost and expense the building plan sanction for fresh construction of the proposed building and shall also liaise with the respective departments and arrange for getting all necessary service connections like water, sewerage, electricity for the proposed building/s.

The choice of a good capable ARCHITECT of good repute, for the project shall be decided by the DEVELOPER. Both the parties mutually agree to accept the decision of their above-named architectural consultant, who shall ascertain that the drawings and plans given by the architect, shall be in confirmation and in consultation with the development scheme, conceptualized by the DEVELOPER herein All taxes and other outgoings which are or may be levied or imposed by the authorities concerned on the buildings and other structures to be constructed by the DEVELOPER on the Schedule "A" (Item No.1 and Item No.2) mentioned land, shall be borne and paid by the DEVELOPER as an occupier from the date of taking vacant possession from the LAND OWNER till date of handing over possession of the Schedule "B" super built up area duly completed in a condition fit for occupation to the LAND OWNERS.

LANDOWNERS

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

The DEVELOPER shall hand over a copy of the approved building plan duly marking the super built up area specifically to be allotted to the LAND OWNERS, on receipt of the same from Corporation of Coimbatore/Local Planning Authority or any such delegated planning authorities.

[12] RECTIFICATION OF DEFECTS:

The DEVELOPER shall at their cost erect upon the said Schedule "A" (Item No.1 and Item No.2) land, building and other structure in a substantial workman like manner using best quality materials according to the sanctioned plan.

In case of any defect either in the construction and/or the wiring, plumbing etc. pointed out by the LAND OWNERS during the construction and/or before expiry of 12 months from the date of handing over possession in respect of the Schedule "B" super built up area the DEVELOPER agrees to replace, rectify such defective construction and/or the materials, at their expense, provided it is found to have manufacturing defects.

The DEVELOPER shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and due to normal wear and tear, abuse, and improper usage.

[13] LAND OWNERS INDEMNITY:

The LAND OWNERS declares that they are the legal LAND OWNERS of the Schedule "A"(Item No.1 and Item No.2) property and that they have not encumbered the Schedule "A"(Item No.1 and Item No.2) property in any way nor is the Schedule "A" (Item No.1 and Item No.2) property the subject matter of any subsisting Agreement of sale, or litigation or acquisition or attachment proceedings or maintenance claim or charge in favor of any financial institution or third party for any borrowing. The LAND OWNERS hereby declares that the Schedule "A"(Item No.1 and Item No.2) mentioned property does not come within the purview of the Tamil Nadu Urban Land (Ceiling and Regulation) Act, 1978 or any other statute in force. The LAND OWNERS further confirm that they are absolutely entitled to execute this Agreement for Joint Development as contemplated hereunder with the DEVELOPER in respect of the said Schedule "A" (Item No.1 and Item No.2) property.

In case of any claim or action cropping up due to any defect in the title of the LAND OWNERS, the LAND OWNERS agrees and undertakes to indemnify and keep the

DEVELOPER and/or their nominees wholly indemnified well and sufficiently. All such claims or demands shall be solely settled by the LAND OWNERS without affecting the DEVELOPER and/or their nominee/s in any manner whatsoever.

[14]. DEVELOPER'S INDEMNITY:

The DEVELOPER further confirms that in the event of any claim or action arising out of any act or omission on the part of the DEVELOPER, the LAND OWNERS shall be indemnified wholly against all such claims and the DEVELOPER alone shall be responsible to meet any such claim. The DEVELOPER further agrees that they shall not deviate from the approved building plan and in case of any action from Corporation of Coimbatore/Local Planning Authority or the concerned authority, they will bear the full consequences of such deviations and they further assure the LAND OWNERS that they will indemnify in full any loss or damage or other injury to the LAND OWNERS on account of such deviation and/or on account of any claim made by the **Corporation of Coimbatore**/Local Planning Authority and/or the co-purchasers or nominees of the DEVELOPER, Architects, Engineers, Contractors, Supervisors, Suppliers, Laborers or any other person, in respect of the proposed construction by the DEVELOPER.

However, the DEVELOPER shall not be liable for any deviation done at the instance of the LAND OWNERS after taking over possession.

[15]. GENERAL CLAUSES:

PERIODIC INSPECTION:

The LAND OWNERS and or their nominee/s, are at perfect liberty to have inspection of the work site to know the progress of construction at all reasonable times and the same shall not be treated as hindrance in the progress of construction.

[16] ASSURANCE BY THE LAND OWNER:

The LAND OWNERS or anyone claiming under them shall not interfere with the possession and enjoyment of other portions of the property to be built up by the DEVELOPER for their nominees/ allottee.

[17] ENJOYMENT OF COMMON AREAS:

The LAND OWNERS shall be entitled to own and enjoy and shall not obstruct the use and enjoyment of other CO-OWNERS consistent with the rights and interest of the

LANDOWNERS **DEVELOPER**

For NIVASAN HOMES PRIVATE LIMITED

Director

(Item No.1 and Item No.2) OWNERS of other undivided shares in the land mentioned in the Schedule "A"(Item No.1 and Item No.2) hereunder and OWNERS of the other built up area lawfully entitled to the same and also to use all sewers, common passages, drains and water courses and other amenities now in or upon or hereafter to be erected or installed in the land mentioned in Schedule "A" (Item No.1 and Item No.2) hereunder in common and to share the cost of repairs and maintenance of common areas and all other common amenities along with other OWNERS in common.

[18] ELEVATION NOT TO BE ALTERED:

In recognition of the DEVELOPER having paid the security deposit to the Corporation of Coimbatore/Local Planning Authority to build and retain the complex as per plans and being liable to forfeit such deposits in the event of any alteration/modification being carried out without prior authorization, and in order to maintain the harmony of the complex design and colour scheme, the LAND OWNERS shall not individually or jointly do, cause or permit to be done any alteration on the exterior of the building, including putting up of name boards, advertisement, grills in balconies and air conditioners in spaces not allocated for the purpose and in default whereof, the LAND OWNERS (individually or collectively with other OWNERS) shall be liable to indemnify the DEVELOPER for the value of the Security Deposit and for any cost, loss or damage suffered, as a consequence by the DEVELOPER and also be liable to the DEVELOPER and/or other CO-OWNERS in the complex for any deterioration to the aesthetic and overall harmony of the complex.

[19] USAGE OF THE PREMISES:

The Parties herein mutually agree that the LAND OWNERS and the DEVELOPER and/or their respective nominee/s shall not at any time carry on in the said residential premises any trade or business, (apart from professional consultancy) or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be nuisance or danger, or diminish the value or the utility of the other portions of the Building complex in occupation of other OWNER'S or their successors in title or to the occupiers or OWNERS of any neighboring property. In the event of such default the defaulting Parties shall be liable to indemnify the other aggrieved parties being the OWNERS/OCCUPANTS of other portions of the said building for any loss, damage that they may suffer or be put to on account of the defaulting parties' breach of the obligations contained in this clause.

LANDOWNERS **DEVELOPER**

For NIVASAN HOMES PRIVATE LIMITED

Director

The LAND OWNERS and the DEVELOPER or their nominee/s shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from the said premises or in the compound or any portion of the building except at the allotted places.

The LAND OWNERS and the DEVELOPER or their nominee/s shall give the other OWNERS of the other undivided shares of the Property mentioned in Schedule "A"(Item No.1 and Item No.2) hereunder all necessary support, subjacent, vertical, horizontal and lateral. The supporting common walls and roofs and all common areas of the Building Complex shall be maintained and repaired in common by all the OWNERS and occupiers of the entire Building Complex.

The LAND OWNERS and the DEVELOPER or their nominee/s shall not by virtue of this Agreement acquire any right of light or air which may prejudice free use of the other built up area in the said Complex. As a matter of necessity, the LAND OWNERS hereby covenants and agrees to own and enjoy the said Schedule "A" (Item No.1 and Item No.2) land in common with the other OWNERS/occupants of the other residential built up area in the said building and all other persons lawfully entitled thereto and to use all sewers, drains and water courses now in or upon or hereafter to be erected and installed in Schedule "A" (Item No.1 and Item No.2) property or any part thereof in common with the said OWNER and other persons and to permit freely to run and pass water and soil through and along the same or any of them and subject to the Rules and Regulations, Bye-laws and terms of the Society, or Association to be formed by and between the parties of the said built up area. The DEVELOPER shall assist all the CO-OWNERS of the Schedule "A" (Item No.1 and Item No.2) property in the matter of framing any Society/Association for the mutual benefit and convenient enjoyment of such OWNERS of the overall building/s to be developed on the Schedule "A" (Item No.1 and Item No.2) property.

[20] LAND OWNERS TO BECOME MEMBER OF THE ASSOCIATION:

The LAND OWNERS hereby covenant and assure to become a member of the Association/society and that they shall observe and perform the terms and conditions and bye-laws and the rules and regulations of the said Society/Association, which shall be in charge of attending to, safe guarding and maintaining all matters of common interest and all common amenities and shall pay their pro-rata share of contribution in respect of all the costs and expenses of repairing, replacing, painting and maintaining the common amenities like staircases landing terrace, lift, landscape,

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For NIVASAN HOMES PRIVATE LIMITED

Director

open areas, sewers, plumbing pump sets, water lines, general lighting, compound walls in the Building and all other common outgoing like any rents, rates, charges, levies, salaries to watchman, servants and such other items whatsoever that may be determined from time to time by the said SOCIETY/ASSOCIATION. The LAND OWNERS also agrees and undertake to pay the necessary Carpus Fund as applicable to the PURCHASERS/nominees of the DEVELOPER towards the overall maintenance of the complex to be developed on the Schedule "A" (Item No.1 and Item No.2) property. Such Corpus fund and Maintenance charges may vary with regard to the Residential and Commercial areas. The LAND OWNERS agree and undertake to pay the said amounts as determined by the DEVELOPER in this regard keeping in mind the overall project and its upkeep.

[21] PRO-RATA MAINTENANCE CHARGES:

The LAND OWNERS may be deprived of the amenities granted by being CO-OWNER, along with others by their failure to pay and meet the pro-rata share of the expenses incurred in this respect. Further, till the ASSOCIATION is formed, the LAND OWNERS undertake to pay the periodical monthly maintenance charges to the DEVELOPER as may be fixed by the DEVELOPER pro-rata in relation to the Schedule "B" Built up area that shall be handed over to the LAND OWNERS as mentioned in this Agreement. The said maintenance charges on a pro-rata basis shall become payable by the LAND OWNERS to the DEVELOPER from the date the DEVELOPER intimating their readiness to handover the completed Schedule "B" Built up area to the LAND OWNERS till such date the Association takes over maintenance of the building to be constructed on the Schedule "A" (Item No.1 and Item No.2) property.

[22] NAME OF THE BUILDING AND LOGO OF THE DEVELOPER:

The proposed building complex's name shall be decided only by the DEVELOPER and the DEVELOPER shall be entitled to display their name along with their Logo at any prominent place in and around the Schedule "A" (Item No.1 and Item No.2) building. The LAND OWNERS further agrees that the name and the logo of the DEVELOPER so displayed shall not be removed or tampered with at any time in the future.

[23] VARIATION IN BUILT UP AREA:

The parties mutually agree that in the event of any variation in the total built up area finally being allocated to the LAND OWNERS or the DEVELOPER to the sharing ratio

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DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

as agreed hereunder, the cost of such variation shall be adjusted between the Parties agreed at the time of allocation and demarcation of properties. In such an eventuality, the proportionate undivided share of land in relation to such differential area shall be retained / conveyed as the case maybe between the Parties herein.

[24] MARKETING:

It is agreed and accepted between the Parties herein that the LAND OWNERS shall be at liberty to sell the Schedule "B" built up area earmarked for her after 24 months (or from mutually agreed date) from the date of the DEVELOPER obtaining the necessary approval from the competent authority for the development of the Schedule "A" (Item No.1 and Item No.2) property. However, the LAND OWNERS shall ensure that they shall not sell lesser than the highest sale price achieved by the DEVELOPER and shall do so only after providing a written communication thereof to the DEVELOPER. The marketing incentives that might be provided by the LAND OWNERS / DEVELOPER to their respective buyers like providing TV, Modular kitchen, Wardrobes in Kitchen etc. shall not be applicable to the Residential complex earmarked for the LAND OWNERS / DEVELOPER under this Agreement for Joint Development. The said incentives might be offered independently by the LAND OWNERS / DEVELOPER with regard to their respective share of the built-up area as an inducement towards their respective Purchasers to buy the Residential villa Such offers do not form a part of the scope of this Agreement and shall independent decisions taken by the LAND OWNERS/DEVELOPER to push the sale of their respective area allotment. If the LAND OWNERS wishes to sell their share of property along with building thereon through the DEVELOPER, the DEVELOPER is entitled to a selling / marketing commission of **2%** (or as agreed) on the total sale consideration finalized by the LAND OWNERS.

[25] SPECIFICATIONS OF CONSTRUCTION:

The specifications of the proposed construction of the residential VILLAS spaces earmarked for the LAND OWNERS is furnished in the Annexure-I to this Agreement which may be treated as part and parcel of this Agreement.

[26] RIGHT OF THE DEVELOPER TO ADVERTISE

The DEVELOPER would further be permitted to advertise for sale, negotiate for sale,

LANDOWNERS

Saraswat.

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

enter into agreements for sale in respect of the undivided share of land earmarked for the DEVELOPER and also the super-built-up area in the proposed building complex to be constructed on the Schedule "A" (Item No.1 and Item No.2) property ear marked for the DEVELOPER under this Agreement for Joint Development.

[27] DELEGATION OF CONSTRUCTION

The DEVELOPER is entitled to carry out the construction work either by themselves or through other well-known building contractors or subcontractors or agents and shall be entitled to give such contractors, whole of the construction or any part or parts of the work or construction provided that the same shall not relieve the DEVELOPER from their liability/obligations under the proposed Agreement for Joint Development or from active superintendence of the work during its progress.

[28] TRANSFORMER LOCATION:

Similarly, the DEVELOPER shall have the exclusive right to determine the location of any Transformer if required to be located in the Schedule "A" (Item No.1 and Item No.2) property to cater to the requirements of the building to be constructed thereon, MUTUAL COVENANTS.

[29]. DEFAULT CLAUSE:

In case the DEVELOPER commits default or delay in handing over the Schedule "B" super built up area ear marked for the LAND OWNERS, then the DEVELOPER shall be liable to pay the LAND OWNERS compensation calculated at Rs.5/- per sq. ft. per month or part thereof to the LAND OWNER for such delayed period in respect of the aforementioned Schedule "B" Super built up area or the proportionate value of the unfinished portions of the Schedule "B" super built up area as the case may be.

In case the LAND OWNERs default in fulfilling any of their obligations as contemplated hereunder, then they shall be liable to pay such damages as may be incurred/suffered by the DEVELOPER on account of such default on the part of the LAND OWNERS herein.

Any dispute between the Parties shall be referred to a Sole Arbitrator to be appointed by the Parties by mutual consent. The proceedings shall be conducted in English language and the Venue of arbitration shall be at Coimbatore. The parties agree to fast track arbitration and shall be disposed of within 90 days from the date of

reference. The Arbitrator shall be entitled to pass interim award. The award of the Arbitrator shall be final and binding on the parties in accordance with the Arbitration and Conciliation Act, 1996 (26 of 1996) then in force.

The LAND OWNERS and the DEVELOPER mutually agree to extend full cooperation to each other to conform to the terms of this Agreement, for the smooth and successful completion of the project within the stipulated time.

The LAND OWNERS further agrees that the Clauses in the Builders Agreement to be executed between the DEVELOPER and their nominee/s shall be binding on them in respect of common enjoyment of areas in the building to be promoted on the Schedule "A" (Item No.1 and Item No.2) property apart from conditions pertaining to the building to be constructed on the Schedule "A" (Item No.1 and Item No.2) property in respect of deviations to the approved plan and the building. It is further agreed by the LAND OWNERS that in the event of them selling their share of the built-up area in the building to be promoted on the Schedule "A"(Item No.1 and Item No.2) property in future, they shall include the conditions imposed on them in this Agreement for Joint Development pertaining to the enjoyment of common areas, usage of villas and all other aspects involving common enjoyment of the building to be constructed on the Schedule "A" (Item No.1 and Item No.2) property. This Agreement shall be in full force until all the transactions contemplated herein is fully and effectively completed and until such time this Agreement shall be irrevocable.

This Agreement has been prepared in two Originals and duly attested by the PARTIES concerned, one retained by the LAND OWNERS and the other by the DEVELOPER.

LANDOWNERS

N Saraswathi.

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

SCHEDULE A

DESCRIPTION OF PROPERTY

ITEM No.1 PROPERTY BELONGING TO Mr.N.GOVINDARAJAN (DOC Nos. Nos.1020/2001, 1272/2002, 2797/2011 and 2896/2011)

In Coimbatore Registration District, in Gandhipuram Sub Registration District, Previously Coimbatore taluk, Presently Coimbatore North Taluk, Kalapatti Village (EAST) in SF No.760/1C to an extent 0.52 1/2 Acre, in SF No.759/3A to an extent of 0.19 Acre, in SF No.760/1A to an extent of 0.33 1/2 Acre and in SF No.759/3B to an extent of 0.05 Acre, totalling to an extent of 1.10 Acre AND in SF No.758/3 to an extent of 0.14 Acre, in SF No.760/1B to an extent of 33 1/2 Acre and in SF No.760/1D to an extent of 0.52 1/2 Acre, totalling an extent of 1.00 Acre;

IN THIS, 0.40 Acre of land on the western side totalling to an extent of 1.50 Acre of land which was purchased by the PRINCIPAL Mr.N.Govindarajan (Document No.1020/2001 dated 23.04.2001), in this an extent of 1.25 Acres (i.e., except 0.25 Acres given to Mr.P.R.Jagannathan under Exchange Deed dated 08.02.2002 registered as Doc No.1272/2002) and also an another extent of 0.25 Acres in SF Nos. Nos.758/3, 760/1B and 760/1D acquired by the Principal No.1 under the above said Exchange Deed , thus totalling to an 1.50 Acre of land and an another 21 cents and 152.4 Sq Fts of land in SF No.756/1B1D (vide Doc Nos.2797 and 2896/2011), thus totalling to an extent of **1.71 Acres and 152.4 Sq Fts** of vacant land situated in the following boundaries;

NORTH OF	-Land in S.F no 760/2 and 30 feet wide East West Road
EAST OF	-Land in S.F no 760/1
SOUTH OF	-Land S.F no 757 part and 758 part and Land belong to Balachander
WEST OF	- Land belong to Balachander

LANDOWNERS

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

This Property situated at Kalapatti Village (East) within the limits of Coimbatore City Municipal Corporation Registration District of Coimbatore and Sub-Registration District of Gandhipuram Sub-Registrar, Coimbatore.

ITEM No.2 PROPERTY BELONGING TO Mrs. N. SARASWATHI (DOC NO.4489/2023)

In Coimbatore Registration District, in Gandhipuram Sub Registration District, Previously Coimbatore Taluk, Presently Coimbatore North Taluk, Kalapatti Village (EAST)

in S.F.No.758/3	0.14 Acre
in S.F.No.760/1B	0.33½ Acre
in S.F.No.760/1D	0.52½ Acre
	1.00 Acre

In this an extent of 0.60 Acre of land on the Eastern side of total land which was purchased by the Settlor vide Document No.1021/2001 dated 23.04.2001, in this an extent of 0.35 Acres (balance extent after execution of Exchange Deed bearing Document No.1272/2002) and an extent of 0.25 Acre on the northern side out of 1.00 Acre in SF Nos.758/3, 760/1B and 760/1D , which was acquired under the Exchange Deed dated 08.02.2002 registered as Document No.1272/2002 , thus totaling 0.60 acre situated in the following boundaries;

North of	-	Land in S.F.No. 760/2
East of	-	Land belongs to Mr. Govindarajan
South of	-	Land belongs to Mr. Govindarajan.
West of	-	20 feet North South Road

LANDOWNERS

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

In this, an extent of 0.35 Acre except the RCC house built in the land to an extent of 0.25 Acre owned by the SETTLOR situated within the following boundaries.

North of	-	The land in S.F. No. 760/2
East of	-	Land belongs to Mr.Govindarajan
South of	-	Land belongs to Mr.Govindarajan
West of	-	A house situated on 25 cents of land owned by Mr.P.R.Jagannathan.

In this, an extent of **0.35 Acres (15246 Sq Fts)** of vacant land with all other appurtenances attached thereto with all right to way described in Sale Deed bearing Document No. 1020/2001.

The property is situated as per Subdivision in S.F.Nos. 760/1C, 760/1D.

The Property is situated at Kalapatti Village (East) within the limits of Coimbatore City Municipal Corporation.

The Total extent of Schedule A property is 89,886 Sq Fts. As per Digital Survey, the now available extent of land is only **87748 Sq Fts.**

SCHEDULE "B" PROPERTY

NO 1 (EXTENT OF LAND RETAINED BY THE LAND OWNERS AND SUPER BUILT UP AREA THAT SHALL BE ALLOTTED TO THEM IN THE PROPOSED CONSTRUCTION) 44% UNDIVIDED SHARE earmarked for Villas in the above-mentioned Schedule "A"(Item No.1 and Item No.2)" land together with 44 % of super built-up area in the proposed Villas construction along with 44% of open/covered car parking spaces in the building/s proposed to be constructed on the Schedule "A"(Item No.1 and Item No.2) land.

NO 2 (EXTENT OF LAND CONVEYED BY THE LAND OWNERS TO THE DEVELOPER AND SUPER BUILT UP AREA THAT SHALL BE ALLOTTED TO THEM IN THE PROPOSED CONSTRUCTION) 56% UNDIVIDED SHARE earmarked for villas in the above-mentioned Schedule "A" (Item No.1 and Item No.2) land together with 56% of super built-up area in the proposed Villas construction along with 56% of open/covered car parking spaces in the building/s proposed to be constructed on the Schedule "A" land (Item No.1 and Item No.2).

LANDOWNERS **DEVELOPER**

For NIVASAN HOMES PRIVATE LIMITED

Director

NIVASAN SWARNAPURAA LAND OWNERS SHARE AND DEVELOPER SHARE DETAILS							
S.no	VILLA NO	TYPE	Entrance Facing	Carpet	Saleable Area	UDS	
1	A1	4BHK	North	4100.96	5258	5582	Mrs.Saraswathi
2	A2	4BHK	North	4100.96	5258	4797	NIVASAN HOMES
3	A3	4BHK	North	4100.96	5258	4805	NIVASAN HOMES
4	A4	4BHK	North	4100.96	5258	5446	Mr.Govindarajan
5	B1	4BHK	East	5219.14	6635	7087	NIVASAN HOMES
6	C1	4BHK	East	4169.07	5295	5497	Mr.Govindarajan
7	D1	4BHK	East	3275.99	4211	3863	NIVASAN HOMES
8	D2	4BHK	East	3307.73	4211	3857	Mr.Govindarajan
9	E1	4BHK	East	4800.68	5794	6859	NIVASAN HOMES
10	F1	4BHK	South	3655.71	4547	4468	Mr.Govindarajan
11	F2	4BHK	South	3655.71	4547	3744	NIVASAN HOMES
12	F3	4BHK	South	3655.71	4547	3744	Mr.Govindarajan
13	F4	4BHK	South	3655.71	4547	3744	NIVASAN HOMES -56%, Mr.Govindarajan -5.51% , Mrs.Saraswathi -38.49%
14	F5	4BHK	South	3655.71	4547	3744	NIVASAN HOMES
15	F6	4BHK	South	3655.71	4547	4418	NIVASAN HOMES
16	G1	4BHK	North	3221.43	4116	4331	NIVASAN HOMES
17	G2	4BHK	North	3221.43	4103	4124	NIVASAN HOMES
18	H1	4BHK	North	3329.14	4387	3486	Mr.Govindarajan
19	H2	4BHK	North	3329.14	4420	4152	Mr.Govindarajan
	Total			**72211.85**	**91486**	**87748**	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE, AFFIXED THEIR \RESPECTIVE HANDS AND SIGNATURE TO THIS AGREEMENT FOR JOINT DEVELOPMENT ON THE 18th ,JUNE AND 2024 FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING:

Witnesses:

1) (C. Gopalsamy) S/O K. Chinnagopal Samy,
C201, Blue Haven Apartments,
Vilankurichi (post) Coimbatore – 641035

2) P.R.JAGANNATHAN, S/O N.RAMADASS NAIDU,
17A. INDRA NAGAR, GOLDWINS
COIMBATORE 641014

LANDOWNERS

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

ANNEXURE

SPECIFICATIONS FOR

NIVASAN SWARNAPURAA - CONSTRUCTION SPECIFICATIONS - VILLAS	
DESCRIPTION	**VILLAS**
Structure	
Frame and Walls	RCC Framed Structure / Porotherm Bricks for External and internal Walls
Plastering	
Internal Walls	Smooth Cement Plaster
External Ceilings & Walls	Sponge Finish Plaster
Flooring	
Living/Dining/ Kitchen	Marble flooring
Utility and Balcony	Vitrified Tiles 600x600mm
Master Bedroom	Laminated Wooden Flooring as per design
Other Bedrooms	Vitrified Tiles 600x1200mm
1st Floor Lobby, Home Theatre	Vitrified Tiles 600x1200mm
All Toilets	Anti-skid Vitrified Tiles 600x600mm
Staircase	Marble
Terrace	Cool Roof Tile
Dadoing	
Kitchen & Utility	Client Scope
Toilets	Vitrified Tiles 600x1200mm up to Lintel level
Table top & Sink	
Kitchen & Utility	Client scope
Doors and Fittings	
Main Entrance Door	Teak Wood frame with teak panelled shutters
All Bedrooms	Hard Wood frame with Textured Laminated Flush doors
Toilets	Hard Wood frame with Laminated Flush Doors
Hardware	Premium quality ironmongery
Door, Window and Ventilators	
Door	UPVC Door for Balcony
Windows	UPVC Windows
Ventilators	UPVC Ventilator
Railings	
Internal Staircase & Balcony	Glass Railings with teak wood top as per design
Painting	
Interior Ceilings & Walls	Premium Emulsion Paint
Exterior Ceilings & Walls	External Emulsion Paint
Main Door	Melamine Polish

LANDOWNERS

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director

Other Doors	PU Lacquer Finish
MS Grills & Railings	Enamel Paint
Plumbing & Sanitary Fittings	
Sanitaryware	Toto / kolher / Equivalent
Bath Fittings	jaquar / Equivalent
Concealed Cistern for all Toilets	Geberit/viega/ equivalent
Electrical	
Power for Each Villa	As per standard
DG Backup	As per standard for All Villas / 100% for Common Areas
Wires & Switches	Concealed Wiring with PVC insulated Copper Wires with Modular Switches
Switch Plates / Switches	Legrand / Anchor/Equivalent
TV, Telephone, Internet and A/c Points	TV outlets in living, family room and Ground floor M. Bedroom
	Telephone points in living room, family room
	Internet provision in Living area
	A/c points in Living, family, Dining and bedrooms
sockets	standard points for villas
Others	CCTV for Common Areas
Vertical Transportation	
Lift	4 Passenger Home Lift
Landscape	
Landscape Works	Hardscape / Softscape only Road sides
Solar Heating	
	200 LPD Solar Water Heater

LANDOWNERS

DEVELOPER

For NIVASAN HOMES PRIVATE LIMITED

Director



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

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