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Kgeyes Residency Pvt. Ltd

V.KALYANE
Licenced Stamp Vendor
Licence No.3822/17/11/93
17,Sripuram Second Street
Royapettah, Chennai- 600014

25-04-2022

12.1.2022

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed on this the ..... Day of **January, 2022** at CHENNAI by and between

1. **Mrs. PONNAMMAL KRISHNAMURTHY,** wife of late Mr. S. Krishnamurthy, aged about 85 years, (hereinafter referred as OWNER No.1);
2. **Mrs. LAKSHMI SUNDARESAN**, wife of late Mr. K. Sundaresan, aged about 53 years (hereinafter referred as OWNER No.2);

× Ponnammal Krishnamurthy

× Lakshmi Sundaresan

× Witness

For KGEYES RESIDENCY PRIVATE LIMITED

Managing Director

3. **Ms. S. HARINE,** daughter of late Mr. K. Sundaresan aged about 27 years, (hereinafter referred as OWNER No.3); and

4. **Mr. K. SUBRAMANIAN (alias K. SUBRAMANI),** son of late S. Krishnamurthy, aged about 56 years, (hereinafter referred as OWNER No.4), all are residing at New No.18 and Old No.7, North Mada Street, Srinagar Colony, Saidapet, Chennai-600 015, hereinafter collectively referred as **"OWNERS"** which term shall wherever the context so requires or permits mean and include themselves, their respective legal heirs, executors, administrators, legal representatives, successors-in-title and assigns **OF THE PARTIES OF THE FIRST PART.**

AND

M/s. KGEYES RESIDENCY PRIVATE LIMITED, a Company incorporated under the Companies Act 1956, having its Office at No.10, "SRUSHTISSTHAL", II Cross Street, Raja Annamalaipuram, Chennai 600 028, represented herein by its **Managing Director, Mr.P.V.SANMUGAM,** son of Mr. P. Velayutham, aged about 64 years, hereinafter referred as **"DEVELOPER",** which term shall, wherever the context so requires or permits, mean and include its successors-in-title, administrators and permitted assigns **OF THE PARTY OF THE SECOND PART;**

WHEREAS:

1. **The Owners 1 and 4 along with late Mr. K. SUNDARESAN had approached the Developer** to develop a total extent of 15.34 acres or thereabouts comprised in S.Nos.352/1A (Part), 352/2A (Part), 345/1 (Part), 345/2 (Part), 343/1B1 (Part), 343/1A2 (Part), 343/1B2 (Part) and 343/2 situated in Kolapakkam Village, Sriperumbudur Taluk, Kancheepuram District, which is more fully described in the Schedule of Property hereunder and the same is hereinafter referred to as "the Schedule Property" more fully described in the **Schedule A** hereunder.

2. **Subsequently,** the Owners 1 and 4 along with late Mr. K. SUNDARESAN had executed a Memorandum of Understanding on 23.01.2013 and Memorandum of

Parvathavarthini Krishnamurthy

Lakshmi Sundaresan

Harine.S

For KGEYES RESIDENCY PRIVATE LIMITED

P.V. Sanmugam

Managing Director

Agreement dt. ..... October 2019 with the Developer for the development of the **Schedule A** hereunder.

3. **Pursuant to the above,** the Owners 1 and 4 along with late Mr. K. SUNDARESAN have also received a sum of Rs.8,00,00,000/- (Rupees Eight Crores only) as interest free refundable security deposit in the following manner:

Sl.No.	Date	Amount (Rs.)	Mode of Payment
1	23.01.2013	40,00,000	Cash
2	23.01.2013	10,00,000	Cheque
3	25.03.2013	30,00,000	Cash
4	06.04.2013	20,00,000	Cash
5	27.05.2013	20,00,000	Cash
6	27.05.2013	10,00,000	Cheque
7	29.05.2013	20,00,000	Cheque
8	06.07.2013	20,00,000	Cash
9	06.07.2013	20,00,000	Cheque
10	07.07.2013	10,00,000	Cheque
11	09.10.2013	1,00,00,000	Cash
12	09.10.2013	55,00,000	Cheque
13	20.10.2013	48,00,000	Cheque
14	13.03.2014	70,00,000	Cash
15	26.03.2014	27,00,000	Cash
16	21.03.2015	1,00,00,000	Cheque
17	06.11.2015	1,00,00,000	Cash
18	01.02.2017	20,00,000	Cheque
19	27.02.2018	20,00,000	Cash
20	28.02.2018	60,00,000	Cheque
	Total	**8,00,00,000**	

The Owners herein admit and acknowledge receipt of the same.

4. The Owners 1 and 4 along with late Mr. K. SUNDARESAN have also executed a General Power of Attorney in favour of the Developer for dealing with the property vide General Power of Attorney registered document No.232 of 2016 dt. 15.12.2015.

Poovaragavan Krishnamurthy

Lakshmi Sundaresan

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

Managing Director

5. Further to the above, the Developer had undertaken to obtain re-classification and subsequent approvals in that land applying the same to the Statutory Authorities of the State Government.

6. Due to various reasons predominantly due to the pre-conditions insisted by few Government Departments, the approval could not be concluded.

7. Now certain Government Departments have presently relaxed certain conditions which were insisted earlier and hence, the Developer has now resubmitted the application before the Authorities.

8. In and around 2020 Mr. K. SUNDARESAN, who was PARTY 2 of the FIRST PART in the earlier two agreements, expired intestate on 24.04.2020.

9. The Owners 1, 2 and 3 in the present agreement, have become the legal heirs for late Mr. K. SUNDARESAN vide legal heirship certificate No.TN-7202006112335 dated 17.06.2020.

10. The Parties herein considering the delays which had occurred in the approval process and also the prevailing market conditions had a lot of deliberations among themselves and have come to mutually agreeable arrangement by which it is decided to do a plotted development formulating suitable scheme and obtaining statutory permissions.

11. The Owners have proposed to grant developments rights to the Developer to develop the Project Land into Plotted Development / Plotting, with amenities and facilities and hereby unequivocally offered to grant full and complete development rights over the Project Land with all the easements, appurtenant, estates, rights, title, interest, property, claims and demands arising thereto, belonging to or appurtenant to the Project Land. The Developer has evinced interest in developing the Project Land hence accepted the proposal of the Owner on the terms and conditions agreed in detail herein under.

12. The Parties hereto agree that the Developer's obligation is to develop the Project on the Project Land at its cost and expenses, in accordance with the terms and conditions agreed hereunder and share the sale proceeds of the plotted area in the project in the manner detailed in this agreement.

Parameswari Kothandaraman

Lakshmi Sundaresan

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Saravanan

Managing Director

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

It is expressly agreed between both the parties that the following words and phrases wherever they occur in this agreement, unless repugnant to the context, shall be deemed to mean as hereunder:

Agreement or DA	: :	shall mean this Agreement, DA, Development Agreement, by whatever name called, including Schedules, Annexure/s and any amendments, addendums, thereto and any supplementary agreements made pursuant to and in accordance with the provisions of this Development Agreement shall be read as part and parcel of this Agreement.

Approvals	: :	shall mean all present confirmation, ratification, or assent, provided by a governmental body, required for development on the Project Land and implementation of the Project;
Common Areas	: :	Shall mean such areas of the project that are left for the purpose of the common benefit of all the persons owning property in the Project, without any exclusive rights that are granted on to any person, including but not limited to drive ways, parks etc.
Development	: :	shall mean carrying out the plotting of Project Land, or other mutually agreed operations in, on, over or under the Project Land or the making of any material change in the Project Land including re-development

Poornaanand Krishnamurthy

Lakshmi Sundaresan

Harini. S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Sanmugam

Managing Director

Developer's Share	: :	shall mean share of the Developer in the Project as detailed in clause 4.3 hereunder and **Schedule - C.**
Encumbrance	: :	shall mean any mortgage, assignment by way of security, conditional sales contract, lease, leave and license, gift or exchange, security interest, third party claim on title lien, charge, or limitation or impediment of any nature on conveyance of title;
Owners' Share	: :	shall mean share of the Owners in the Project as detailed in in clause 4.2 hereunder and **Schedule - C.**
Plans	: :	shall mean the master plans, detailed plans, designs and technical specifications that are prepared or developed by the Developer through their architect required for the development of the Project, obtain the sanction of all the relevant competent authorities.
Plot/Plots	: :	shall mean such space to be bifurcated into individual parcels that are specifically demarcated for the purpose of being sold to prospective purchasers or that are meant for being held in absolute ownership, either by the Owner or Developer, but not including the common amenities.
Plotted Area	: :	shall mean the entire development on the Project Land including all the Plots, Common areas, Infrastructure, roads, utilities, amenities, and other common facilities provided in the Project.
Project	: :	shall mean conceptualisation, design, planning, development, financing, construction, marketing and sale of Plots proposed to be developed on the Project

K. Poornaamma/Krishnamurthy

K Lakshmi Sundarasan

K Harini.S

K

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Sammugam

Managing Director

		Land; to be constructed in accordance with the specifications detailed at **Schedule - B** together with infrastructure, roads, amenities and other facilities on the Project Land; and building permissions (and accordingly occupancy certificate/completion certificate) shall be obtained for the Project.

Project Completion	: :	shall mean completion of the development of the Project as per agreed specifications, amenities, infrastructure and common area development.
Transaction Documents	: :	shall mean and include this DA or any other agreement executed between the Parties hereto in relation to the Project, the Supplementary Agreement (the "**SA**"), Area Sharing Agreement (the "**ASA**") entered into by the Parties, any addendums to this DA/SA/ASA, all schedules, plans, Annexures and or Maps appended to this DA/ SA/ ASA or addendums thereto for executing the Project.
Tax or Taxes	: :	shall mean any and all central state, local, net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, withholding, employment, excise, property, deed, stamp, real estate transfer, transaction, license, lease, service, service use, occupation and other taxes, assessments, customs, duties, fees, levies, or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to tax, or additional amounts with respect thereto.
Utilities:	: :	Shall mean all the common utilities like water, power, sewerage etc. which shall be

Parthasarathy Krishnamurthy

Lakshmi Sundaresan

Harine. S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Sennugam

Managing Director

		forming part of Project to be developed on the Project Land.

1. DEVELOPMENT OF THE PROJECT

1.1 The Developer shall develop the Project over the Project Land, so as to achieve a maximum possible extent of Plotted Area with amenities, facilities and specifications detailed in **Schedule - B** hereto

1.2 The Developer shall prepare the plans, required for the development of the Project, obtain the sanction of all the relevant competent authorities. The Developer shall try to achieve maximum permissible Plotted Area and carryout the development accordingly subject to the restrictions of the development by statutory authorities and shall secure the licenses and get the plans sanctioned from the authority/ authorities including RERA, at its cost and expense.

1.3 The project development will commence after obtaining all statutory approvals.

1.4 The Developer shall be entitled to make such additions and alterations in the development and the Plans as are permissible, without affecting the entitlement of the Owners only with the consent of the Owners.

1.5 Both parties agree that all the Project Plans, Specifications, Amenities, Utilities, Infrastructure and Common area development shall only with mutual consent in writing.

1.6 The development of the Project, shall include without limitation land development viz., roads, electricity infrastructure, avenue plantation on both sides of roads, development of parks, and all other amenities that are required for Plotted Development

1.7 Each Party agrees to mutually co-operate with the other, in order to complete the Project in the agreed time and also for the effective performance of this DA, by each other.

2. PERMISSION TO ENTER AND DEVELOP

2.1 The Owners hereby deliver the vacant physical possession of the Project Land, to the Developer free of all encumbrances and obstructions; permit and authorize the Developer/its agents, servants, associates and any other person claiming through or under it, to enter upon the Project Land exclusively by way of license, to develop the same. Pursuant to the

Parameswaran Krishnamurthy

Lakshmi Sundaresan

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Ganmugam

Managing Director

general powers granted herein, the Developer shall be entitled to develop the Project.

3. GENERAL POWER OF ATTORNEY

3.1 The Owners 1 and 4 along with late Mr. K. SUNDARESAN had executed a GPOA in favour of the Developer registered as document No.232/2016 dt. 15.12.2015.

3.2 Due to the new development arisen out of demise of late Mr. K. SUNDARESAN, the Owners herein have accepted to execute a fresh GPOA in favour of the Developer or its nominees authorizing them to deal with the project in the manner as detailed in the GPOA.

4. COST OF THE PROJECT

4.1 All expenses and costs in relation to the entire Project, as incurred in connection with the preparation of the Plans, drawings, estimates, etc., and/or obtaining the clearance/s, approvals and sanction/s for the plans which are payable to CMDA/the concerned municipality and/or other relevant Local Authorities including the charges payable for the stamp duty and registration in relation to POA shall be borne and paid for by the Developer alone.

4.2 All expenses and costs in relation to the entire Project, including the Owners Share as specified in **Schedule - C**, as envisaged and also the entire cost of construction & development of the Project and providing amenities, Utilities, facilities, infrastructure, roads, thereon, including fees payable to the architects, engineers, contractors, staff and workmen shall be borne and paid for by the Developer alone.

5. DURATION FOR APPROVAL AND PROJECT COMPLETION:

5.1 The Developer shall obtain all necessary approvals or permissions including RERA certification from the concerned authorities within a period of 12 months with additional grace period of 3 months from the date of execution of GPOA in their favour authorizing them to attend to activities pertaining to the schedule property.

5.2 Development duration for land development, erection of roads, electricity, infrastructure, amenities, etc will be done within a period of 3 months from the date of obtaining all statutory approvals with a grace period of 2 months.

Parvathavarthini / Krishnaveni

Lakshmi Sundaresan

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

B.V. Sanmugam

Managing Director

6. SHARING OF THE PLOTTED AREA

6.1 The Owners shall on the conditions stipulated in this DA and on their adhering to and abiding by the conditions contained herein be entitled to the share in the total sale consideration receivable from the sale of the plotted area to be constructed / developed on the project land by the Developer. The Developer shall be entitled to the Project, as per the sharing ratios set out in Schedule - C herein after referred to as the Owners' Share and Developer's Share.

6.2 The share in the sales revenue will be in the ratio between the Owners and the Developer is 52 : 48 i.e. the Owners will have 52% of the total sales revenue as his share towards his contribution of the land to the project.

6.3 The Developer shall be entitled for 48% of the total sales revenue from the plotted Area.

7. SHARING REVENUE PROCEDURES

7.1 The Developer will open an escrow a/c in a Nationalised Bank as mutually decided between the Owners and the Developer. The entire sales revenue from this project plotted area will be exclusively routed to this escrow a/c.

7.2 Out of the total sales collections, 52% of the same from escrow a/c will be credited to the Owners a/c and 48% will be left in the escrow a/c which will be to the share of the Developer.

7.3 The Developer will provide statement of a/c of every month of the collections in the escrow a/c to the Owners herein before 7th of the subsequent month.

8. SECURITY DEPOSIT AND ITS REFUND

8.1 As indicated above, the Developer has already given a security deposit of Rs.8,00,00,000/- (Rupees Eight Crores only) to the Owners and the Owners have admitted and acknowledged receipt of the same.

8.2 The security deposit refund will be from the Owners share of sale consideration which will be routed through escrow a/c by deducting 25% in each and every transfer of money from the escrow a/c to the Owners a/c till the same is fully settled.

Ramadoraveel Krishnaveethy

Lakshmi Sundaresan

Harini. S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Ramnagam

Managing Director

9. EXIT PROCEDURE

9.1 If the Developer is unable to get the approvals in the time limits indicated in para (5) above, then the exit procedure will be initiated.

9.2 If the Developer fails to obtain the necessary approvals due to any reason including Government restrictions or any obstacle in the development approval or due to his inability, then the same has to be intimated in writing to the Owners by the Developer within the completion of the timelines of the project approval.

9.3 On receipt of such communication, the Owner should refund the entire security deposit amount within 30 days from the date of receipt of such letter.

9.4 On release of that payment by the Owners to the Developer, the agreement also gets terminated.

9.5 In any case the Owners are not refunding the amount within 30 days, then the same will carry an interest @ 18% per annum

10. OWNERS REPRESENTATION

10.1 That the Land Owners are the sole, absolute and exclusive Owners of the Schedule Land and has got good marketable and subsisting title and possession over the Schedule Land and that no other person/s has any right title and interest or share therein.

10.2 That there are no prior agreements or any tax and or revenue attachments or notices of requisitions from government on tax or other authorities in respect of the Schedule Land are relating thereto and it is free from all encumbrances.

10.3 That the Owners are in possession and enjoyment and personal occupation of the Schedule Land and that there are no protected tenant/tenants.

10.4 That the Schedule land is not proposed to be acquired by the government for any public purpose and that there are no minerals, water channels, public wells or tanks etc.,

10.5 That there is no impediment for the owners to acquire or hold or to sell the Schedule land under any law.

10.6 That the Owners hereby declares that the Schedule land forms part of retainable land and developable land and is not an excess land under the provisions of the Urban Land Ceiling Act.

Ramamoorthy Kodandaraman

Lakshmi Sundaresan

Harini. S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Sammugam

Managing Director

10.7 That there are no attachments of whatsoever nature with regard to the Schedule land or any part thereof under the Income Tax Act, 1961, Wealth Tax or Sales Tax or any other Taxing Statutes.

10.8 That the Owners hereby creates in favour of the Developer, its agents, employees, labourers, contractors, consultants and the other persons as may from time to time be deputed by the latter, license to have ingress into, egress from and regress into the Schedule land herein for the purpose of developing the same as stated in these presents.

10.9 That the Developer has entered into this Agreement on the basis of the aforesaid representations of the Owners. The Owners agrees and undertakes if any encumbrances or demands or claims are found to be existing or made in respect of the Schedule land, the Owners agrees to indemnify and keep indemnified the Developer against the same and also clear and/or remove the same at its own costs and expenses and ensure that the Developer is handed over an unencumbered property and that there is no obstruction, interruption or objection to the Developer' rights to carry on development over the Schedule Land and to enter into agreement for sale of the units to be plotted by them on the Schedule Land.

11. DEVELOPERS REPRESENTATIONS

11.1 That in accordance with the resolution of the Board of Directors of the Developer passed in the Board meeting held on 07.01.2022, it has been resolved to develop the Schedule land along with the Owners herein and the Board has Authorized **Mr.P.V.SANMUGAM, MANAGING DIRECTOR** of the Company, as Authorized Signatory to sign and execute this Agreement.

11.2 The Developer shall have the sole discretion in selection of men, materials, machines, method of plotting, equipment to be used for plotting and other related techniques of plotting, etc., and the Owners shall not interfere with such selection and/or interfere with the development/plotting as such in any manner whatsoever.

11.3 The Owners shall extend full co-operation to the Developer to complete the Project of plotting of Schedule Land undertaken by them. The Owners shall not create any impediments or obstruction in the way of the Developer in completing the Project. However, the Developer shall permit entry to the Owner or its authorized agents to the plotting site/Schedule

Poovalloosal Krishnamurthy

Lakshmi Sundaresan

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

P.V. Sanmugam

Managing Director

land to inspect the work carried out by the Developer at the owners' risk and cost and the Developer shall not be liable for any accidents, injuries suffered by the Owners or their Agents during such visit to the site.

11.4 The work of development shall be as per the specifications set out in Annexure hereto or equivalent thereof in so far as the share of land owners is concerned.

11.5 The Developer shall meet all the costs of required materials and shall be solely responsible for the payment of wages to the labourers as employed by them for execution of plotting work of Schedule Land undertaken by them under this Agreement. The Owners shall in no way be liable to make payments or compensate the labourers for any injuries or loss sustained by the staff/workmen/labourers etc. employed by the Developer. The Developer shall comply with all the statutory requirements such as obtaining/renewal/payment of Labour licenses, PF, ESIC, workmen compensation etc. as applicable and pay the same as and when due.

12. APPROVALS

12.1 The Developer shall take steps to apply for the sanctioning of required approvals for plotting over the schedule land in conformity with the applicable rules and regulations as imposed by the local governing authority. The said approvals including RERA shall be obtained by the Developer within a period of twelve (12) months from the date of this agreement with a grace period of three (3) months.

12.2 The Developer shall provide one set of plans relating to the conceptualization, manner, method and design of the development through plotting of the Project on the Schedule land to the Owners for suggestions. The Owners shall provide such suggestions within a period of seven working days from the date of receipt of such documents.

12.3 The Developer shall at its own cost get necessary plans prepared by competent Architects, Engineers, Draughtsman etc., for the plotting of the Project Land. After preparation of the Plans etc., the Developer shall get the same approved by the Owners or their nominated representative in writing. The Developer shall, on such approval by the Owners, submit the same to the concerned authorities for approval. The Developer shall be responsible for all the expenses to be incurred for preparation of the Plans etc., and also for obtaining necessary permit etc.. and No Objection

Parameswaran Krishnamurthy

Lakshmi Sundarasan

Harinee S

For KGEYES RESIDENCY PRIVATE LIMITED

K.V. Sammugam

Managing Director

Certificates, Approvals, Clearances, etc. which are not relating to title, at their own cost from the concerned authorities (i.e. Statutory Authorities).

12.4 The Developer shall undertake plotting of the Schedule Land and complete the Project in accordance with and in conformity with the approvals, etc. and the responsibility therefore shall be that of the Developer alone.

12.5 Without prejudice to the other provisions of this Agreement, the Owners shall be entitled to terminate this Agreement only in the event of (a) if the Developer Company is declared insolvent/bankrupt (b) a genuine legal proceedings initiated against the Developer which will hinder the development of the project and could restrict or prohibit the Developer from developing the Schedule land in accordance with this Agreement.

13. BORROWINGS

13.1 The Developer is permitted to mortgage only its share of revenue from the Plotted Area in the Project to Financial Institutes, Banks etc., for the purpose of raising project loans for carrying out the development of the Project Land. The Owners shall have no liability on them for any borrowings made by the Developer. This shall not in any way affect the owners share of sales revenue of 52% share. Owner shall however extend necessary administrative support to Developer if needed to obtain such funding from any financial institution, Banks or any institutions, etc.

14. MISCELLANEOUS

14.1 All Common areas and facilities which are not transferred to the Purchasers/Buyers of Plots in the Project, the same shall be held jointly by the Owners and the Developer in proportion to their respective sharing ratios.

14.2 That the Owners shall sign all the plans, forms, affidavits, declarations, undertakings, petitions etc., which may be necessary for obtaining permissions and clearances for the plotting of the project and the Developer, shall obtain all the permissions and clearances in the name of the Owner at the cost of the Developer.

14.3 The name of the Project relating to the plotting of Schedule Land will be decided mutually by both parties.

Parvathavarthini Krishnamurthy

Lakshmi Sundarajan

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

R.V. Sanmugam

Managing Director

14.4 Both parties undertake to act as per the rules and regulation prescribed by the Local Authority and further see that the Project is complied as per the norms set forth by the Local Authority.

15. TAXES, DEPOSITS, MAINTENANCE ETC

15.1 The Owners shall be liable to pay all the municipal taxes, levies, assessments and cess ("Municipal Taxes") including any arrears in respect of the entire schedule land till the date of execution of this Development Agreement. Any direct and indirect taxes payable on account of any existing provision or amendment in relevant provisions by Central and State Government in regard to the Owners' Entitlement shall be payable by the Owners.

15.2 Both the Land Owners and the Developer herein shall pay their respective tax liabilities.

16. ASSIGNMENT OF THIS AGREEMENT

16.1 The Developer is only entitled to assign all their rights under this Agreement in- favour of any of their group firms, companies etc., for development of the Schedule land subject to the prior written consent of the Owners. The Developer is entitled to enter into any agreement or MOU with the third parties for the development of the scheduled property.

17. EASEMENT RIGHTS

17.1 The Developer, his men, contractors, workers, employees or any associated person shall use the Schedule land as access or passage, for ingress or exit of persons, equipment, to the lands adjacent or contiguous to the Schedule land.

18. NO PARTNERSHIP & FURTHER ASSURANCES

18.1 None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

Ponnamma Krishnamurthy

Lakshmi Sundaresan

Harini. S

For KGEYES RESIDENCY PRIVATE LIMITED

R. V. Sanmugam

Managing Director

19. NOTICES

19.1 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by sending it by fax to the number set forth below or delivering by hand, mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (a) in case of delivery by hand, when hand delivered to the other Party; or (b) when sent by facsimile, upon transmission; or (c) when sent by mail, where seven days have elapsed after deposit in the international mail with certified mail receipt requested and postage prepaid; or (d) when delivered by courier, on the second day after deposit with an international overnight delivery service, with next day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery; or (e) for electronic mail notification with return receipt requested, upon the obtaining of a valid return receipt from any 2 (two) recipients.

TO THE OWNERS:

Kind Attention:

1. Mrs. PONNAMMAL KRISHNAMURTHY
2. Mrs. LAKSHMI SUNDARESAN
3. Ms. S. HARINE
4. Mr. K. SUBRAMANIAN

New No.18 & Old No.7, North Mada Street,
Srinagar Colony, Saidapet,
Chennai - 600 015,

TO THE DEVELOPER:

Kind Attention:
Sri. P.V. SANMUGAM
M/s. KGEYES RESIDENCY PRIVATE LIMITED,
No.10, IInd Cross Street,
Raja Annamalaipuram
Chennai - 600 028.

1. Ponnammal Krishnamurthy
2. Lakshmi Sundaresan
3. Harine. S
4.

For KGEYES RESIDENCY PRIVATE LIMITED

P.V. Sanmugam

Managing Director

19.2 Every Party making a communication hereunder by facsimile shall promptly confirm by telephone or regular mail or electronic mail to the person to whom such communication by facsimile was addressed, each communication made by it by facsimile pursuant hereto but the absence of such confirmation by telephone or regular mail or electronic mail shall not affect the validity of any such facsimile communication. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause by giving the other Party written notice of the new address in the manner set forth above.

20. ARBITRATION

Any dispute arising between the parties in relation to any matters arising out of the instant agreement or otherwise shall be settled through arbitration which shall be governed by the provisions of Arbitration & Conciliation Act 1996 and the jurisdiction of the same shall be at Chennai.

IN WITNESS WHEREOF THE OWNER AND DEVELOPER HAVE SIGNED THIS AGREEMENT IN PRESENCE OF THE FOLLOWING WITNESSES ON THE DATE AND PLACE ABOVE MENTIONED.

Thirumoni Krishnamurthy

Lakshmi Sundaresan

Harini. S

P.V. Saminathan

OWNERS **DEVELOPER**

WITNESSES :

1. B. Anand
(B. Anand)
Rajesh nagar, Pallikaranai,
Chennai - 600100

2.

SCHEDULE - A

(Property for Development)

All that piece and parcel of land measuring a total extent of 15.34 Acres or thereabouts, comprised in various survey Nos. as below situated in Kolapakkam Village, Sriperumbudur Taluk, Kancheepuram District,

Survey Number	Extent (Acre)
352/1A (Part)	0.14
352/2A (Part)	0.45
345/2 (Part)	4.70
345/1 (Part)	1.87
343/1B1 (Part)	0.27
343/1A2 (Part)	1.48
343/1B2 (Part)	2.11
343/2	4.32

SCHEDULE - B

(AMENITIES / SPECIFICATIONS)

- **AMENITIES**
  - **Architect Design Entrance Arch**
  - **Landscaped Parks**
  - **Roads**
  - **Street Lights**
  - **Avenue plantation on both side of roads**
  - **Storm water Drains**

SCHEDULE - C

(SHARING RATIOS)

OWNER'S SHARE

Owner share shall be 52% (Fifty two percent) of the Plotted Area on the Project Land

DEVELOPER'S SHARE

Developer share shall be 48% (Forty eight percent) of the Plotted Area on the Project Land.

Lakshmi Sundaram

Harini.S

For KGEYES RESIDENCY PRIVATE LIMITED

V. Sammugam

Managing Director

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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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.