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தமிழ்நாடு तमिलनाडु TAMILNADU

06 NOV 2024

DH 403404

Nivedha Constructions Pvt Ltd

M. KURSHITH BEGUM
STAMP VENDOR
58/3, Fanepet 2nd St.,
Nandanam, Chennai - 600 035.
L.No.12842/B1/1983
Cell No.9710582022

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO AT CHENNAI ON THIS THE 7TH DAY OF NOVEMBER, 2024

BETWEEN

1. **Mrs. S. BUMADEVI**, Wife of Late Sukumar, aged about 69 years, **(having INCOME TAX PAN: AEBPB1934R and AADHAR NO: 7365 5292 1781)** residing at No. 145, Perumal Koil Street, Pondicherry - 605 001

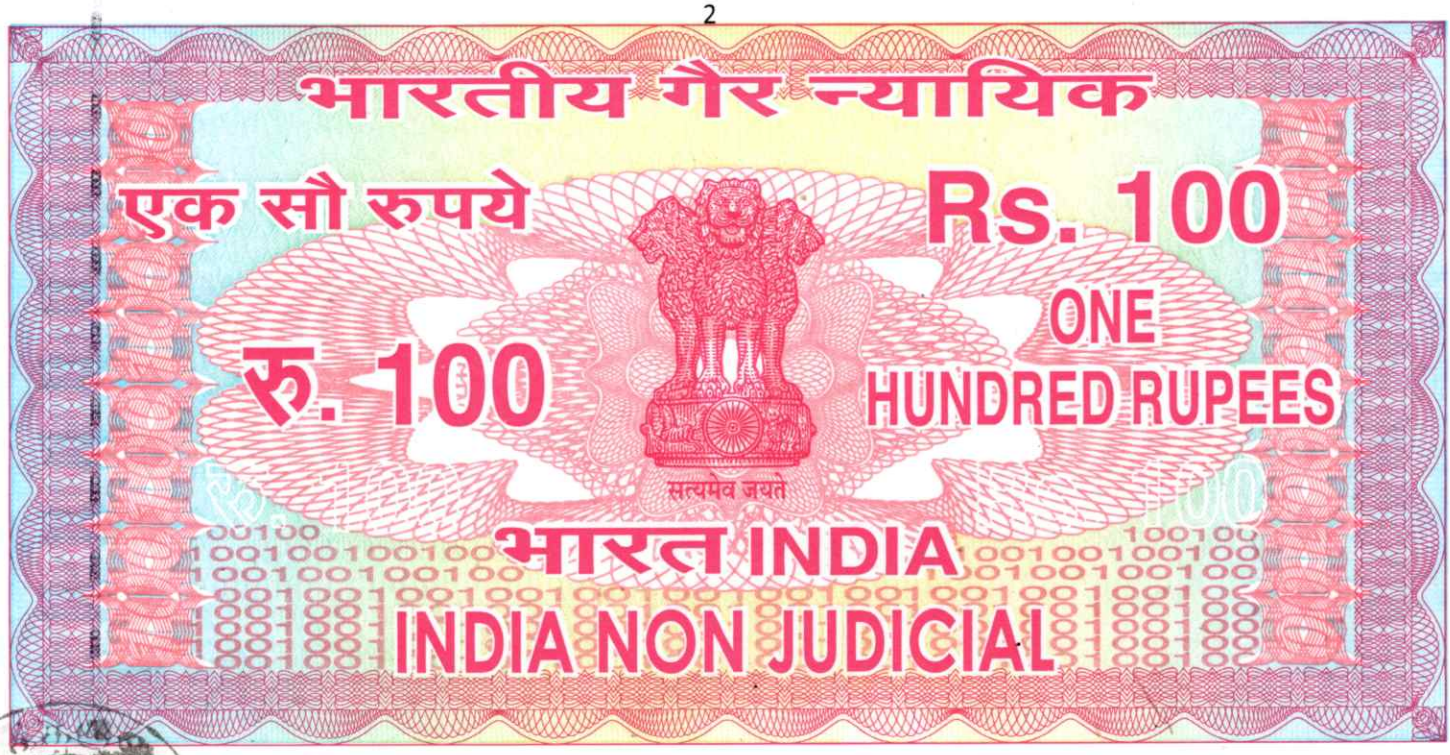
2. **Mrs. V. JAYANTHI**, Wife of Mr. Vijayaraghavan, aged about 60 years, **(having INCOME TAX PAN: BAAPJ5404Q and AADHAR NO: 3907 0386 1711),** residing at No.8, second cross street, Rajiv Gandhi Nagar, New Saram, Saram, Pondicherry - 605 013 and

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

S. Bumadevi

V. Jayanthi Vijayaraghavan



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L.No.12842/B1/1983
Cell No.9710582022

3. **Mr. S. RAMAKRISHNAN**, Son of Mr. Srinivasan, aged about 51 years, **(having INCOME TAX PAN: FYCPR2345G and AADHAR NO: 6576 6430 9575),** residing at No.14, Norton 2nd Street, Mandavelipakkam, Raja Annamalai Puram, Chennai 600 028,

All hereinafter collectively called the **"LAND OWNERS"**, which term shall mean and include their respective legal heirs, executors, administrators and assigns.

AND

M/S. NIVEDHA CONSTRUCTIONS PRIVATE LIMITED, A Private Limited Company, Incorporated under the Companies Act, having its registered office at 78/97, Chamiers Road, Nandanam, Chennai – 600 018, having PAN No. **AABCN4302L** represented by its Director, **Mr. D.P.SARATHY**, S/o, Late G D Chary aged about 54 years, hereinafter called the **"DEVELOPER"**, which term wherever the context so admits or requires shall mean and include its executors, legal representatives, administrators, assigns and successors in interest.

For NIVEDHA CONSTRUCTIONS PVT. LTD.
D.P.Sarathy
Director

S. Bumad
V. Jayanthi Vijayaragavan
Ramakrishnan S

Whereas the LAND OWNERS and the DEVELOPER entered into an Agreement for Joint Development dated 12-Dec-2022 for developing the Property situated at Old No. 10 & 10A, New No. 12 & 14, Norton 2nd Street, Mandavelipakkam, Chennai-600 028, bearing Plot No.49 comprised in R.S No.4311/49, Block No.97, in Mylapore Village and Taluk, (formerly Mylapore-Triplicane Taluk), Chennai District, measuring an extent of admeasuring 3 Grounds and 170 (7370 Sq. Ft) with the building constructed thereon.

Whereas the parties state that, as per the terms of the Joint Development Agreement the DEVELOPER had agreed to construct a residential apartment complex consisting of stilt + five floors after obtaining all necessary statutory approvals and share the super built-up area between the LAND OWNERS and the DEVELOPER in the ratio of 67%: 33% respectively. For which Land Owners executed power of attorney dated 12-Dec-2022 registered as Document No.4975 of 2022, on the file of Sub-Registrar, Mylapore allowing developer to apply for all statutory approvals.

Whereas the DEVELOPER states that as per the terms of the Joint Development Agreement, they applied with the Corporation of Chennai for the demolition of the old building and the same was accorded vide Demolition Permission No. DA/WDCN09/01099/2023 dated 05.01.2024.

Whereas the DEVELOPER states that they applied and obtained Planning permit from the Chennai Metropolitan Development Authority (CMDA) for construction of Stilt Floor + 5 Floors Residential Building with 15 dwelling units vide Planning Permit No. OL-PP/NHRB/0315/2024 DATED 13.06.2024 and obtained Building Permit from the Greater Chennai Corporation vide Building Permit No. CEBA/WDCN09/00361/2024 dated 20.07.2024.

Whereas the DEVELOPER agrees to construct a building consisting of Stilt + 5 floors measuring a total super built area of 19996 sq. Ft consisting of 15 flats. As per the terms of the Joint Development Agreement, both the parties have come forward to enter into this Supplemental Agreement to record the allotment of flats to their respective share and apportionment of undivided share of land and record the subsequent documentation in order to enable the DEVELOPER to apply for RERA registration to complete the statutory approvals and commence the construction thereafter as per the terms of the joint development.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

V. Jayanthi Vijayaraghavan

NOW THIS SUPPLEMENTAL AGREEMENT WITNESSETH AS FOLLOWS:

1. The DEVELOPER agrees to construct a building consisting of Stilt + 5 Floors consisting of 15 flats totally measuring a super built-up area of 19996 sq. Ft.

2. The OWNERS were given the first choice of selection of flats towards their share of 13397 Sq. Ft super Built-up area under the Joint Development Agreement. The LAND OWNERS as mutually agreed between them, have chosen the following flats more fully set out in Schedule B hereunder.

3. The Land owners further agree to retain proportionate undivided share of land as following more fully set out in Schedule B.

Sl. No	Name`	Flat No	Floor	Flat Location	Flat Area (Sq.Ft)	UDS (Sq.Ft)	No. of Car Parking Slot
1.	Mrs. S. BUMADEVI	1C	First	Rear	1375	507	1
2.		3B	Third	Middle	1216	448	1
3.	Mrs. V. JAYANTHI	1B	First	Middle	1216	448	1
4.		2B	Second	Middle	1216	448	1
5.	Mr.S. RAMAKRISHNAN	2A	Second	Front	1408	519	1
6.		3A	Third	Front	1408	519	1
7.		3C	Third	Rear	1375	507	1
8.		4A	Fourth	Front	1657	611	1
9.		4C	Fourth	Rear	1375	507	1
10.	Mrs.S.BUMADEVI, Mrs.V.JAYANTHI & Mr.S.RAMAKRISHNAN (As per Clause 5.4)	4B	Fourth	Middle	969	356	1
	TOTAL				13215	4870	10

For NIVEDHA CONSTRUCTIONS PVT. LTD.

D. P. Sarathy

Director

S. Bumadevi

V. Jayanthi Vijayaraghavan

Ramakrishnan

4. The balance 5 flats together with the proportionate undivided share of land as mentioned below and morefully set out in Schedule C hereunder shall be the share of the DEVELOPER.

Sl.No	Flat No	Floor	Portion	Flat Area (Sq.Ft)	UDS (Sq.Ft)	No. of Car Parking Slot
1.	1A	First	Front	1408	519	1
2.	2C	Second	Rear	1375	507	1
3.	5A	Fifth	Front	1408	519	1
4.	5B	Fifth	Middle	1216	448	1
5.	5C	Fifth	Rear	1375	507	1
	TOTAL			**6782**	**2500**	**5**

5. DIVISION RATIO OF LAND OWNER COMMON AREA:

5.1. The Landowners have mutually agreed between them, and had chosen the flats more fully set out in Schedule B. The LAND OWNERS after having calculated their individual entitlement, their balance share in the common undivided built up area of 1152 square feet has been Set out in the following table:

S.NO	PARTY	ENTITLED AREA
1	Mrs. S. Bumadevi	666
2	Mrs. V. Jayathi	280
3	Mr. S. Ramakrishnan	206
	TOTAL	1152

5.2. The LAND OWNERS have mutually agreed to receive the compensation from the developer as per clause 6 in the following manner:

S.NO	PARTY	EXCESS AREA SHARING RATIO (Sq.Ft)
1	Mrs. S. Bumadevi	50
2	Mrs. V. Jayathi	133
3	Mr. S. Ramakrishnan	0
	TOTAL	183

For NIVEDHA CONSTRUCTIONS PVT. LTD.

D. P. Sarathy

Director

S. Bumadevi

V. Jayanthi Vijayaraghavan

Ramakrishnan

5.3. The Landowners mutually agree to sell the Common flat 4B (4th floor Middle flat) with help of developer as soon as a suitable buyer is being identified with a selling price agreeable to all land owners.

5.4. The LAND OWNERS agree to receive and share the Sale Consideration received from the prospective buyer of Flat 4B as per the ratio given below:

S.NO	PARTY	BALANCE AREA (Sq.Ft)	DIVISION PERCENTAGE
1	Mrs. S. Bumadevi	616	63.57%
2	Mrs. V. Jayathi	147	15.17%
3	Mr. S. Ramakrishnan	206	21.26%
	TOTAL	969	100%

6. COMPENSATION TOWARDS EXCESS AREA AVAILED BY THE DEVELOPER:

Both the parties agree that an excess of 183 sq.ft saleable Area is allotted to the DEVELOPER over and above the Developer's entitlement of 6599 sq.ft as per the Joint Development Agreement. The DEVELOPER agrees to compensate the LAND OWNERS for the above-mentioned excess area of 183 sq. ft @ the last sale value of the DEVELOPER's flat before handing over of Land Owners flat. This amount shall be either adjusted or paid by the DEVELOPER while calculating the final accounts as per clause 5.2 & clause 11.1 of this agreement with respect to each LAND OWNER.

7. GST:

It is agreed between the parties that the DEVELOPER shall bear GST for the flats retained by the LAND OWNERS to the extent of Rs.10,00,000/- (Rupees Ten Lakhs Only) per flat and GST levy if any that may arise over and above the agreed sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) shall be borne by the respective LAND OWNERS towards their flats. Similarly, in the event of sale of LAND OWNERS flat before handing over of the flat to them by the DEVELOPER, the LAND OWNERS agree to collect GST from the buyer and pay/pass it on to the DEVELOPER as agreed under clause 11 of the Joint Development Agreement. However, any such sale shall be carried out only with the knowledge and written consent of the DEVELOPER.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

S. Bumadevi

V. Jayanthi Vijayaragavan

Ramakrishnan

8. UTILITY CONNECTION CHARGES:

8.1. The LAND OWNERS also agree to pay a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) inclusive of GST for the flats retained by them towards utility connection charges (EB & CMWSSB).

8.2. The Charges to be paid by Each Land Owners is more fully detailed in the table below:

S.NO	PARTY	No of Flats Retained	Utility Charges
1	Mrs. S. Bumadevi	2	Rs.5,00,000/-
2	Mrs. V. Jayathi	2	Rs.5,00,000/-
3	Mr. S. Ramakrishnan	5	Rs.12,50,000/-
	TOTAL	9	Rs.22,50,000/-

8.3. The LAND OWNERS agree for the DEVELOPER either to collect Service connection charges directly from the PURCHASER/S for the Flat 4B when sold, at the same rate fixed by the DEVELOPER for the purchasers of the apartments allotted to them or agrees to collect the service connection charges at the rates fixed by the DEVELOPER and pass it on to the DEVELOPER.

8.4. If the LANDOWNERS retain the common flat 4B and sell it after taking possession of the same. The LANDOWNERS shall pay the utility charges for the common flat as per the table below:

PARTY	PERCENTAGE of CONTRIBUTION	DIVISION PERCENTAGE
Mrs. S. Bumadevi	63.57%	Rs.1,58,925/-
Mrs. V. Jayathi	15.17%	Rs.37,925/-
Mr. S. Ramakrishnan	21.26%	Rs.53,150/-
TOTAL	100%	Rs.2,50,000/-

9. SALE OF LAND OWNERS SHARE DURING CONSTRUCTION:

9.1. The LAND OWNERS have intimated their wish to sell Flat 4B during construction and have agreed it would be marketed only by the DEVELOPER and not marketed unilaterally by themselves or by engaging a third-party agent on their behalf. The DEVELOPER agrees to identify suitable buyer at a selling price agreeable to the LAND OWNERS.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

S. Bumadevi

V. Jayanthi Vijayaragavan

S. Ramakrishnan

9.2. The LAND OWNERS agree to either collect GST and Service Connection Charges from the prospective purchaser of Flat 4B and pass it on to the DEVELOPER or authorise the DEVELOPER to collect the GST and service connection charges directly from the prospective purchaser.

9.3. The developer will not be levying any marketing charge for the sale of Flat - 4B.

9.4. The LAND OWNERS agree that they will not be selling any of the flats allotted to their share, except Flat – 4B, before handing over of their flats. If they wish to sell any of their respective flats, they shall sell the same through the DEVELOPER subject to payment of 1% marketing fee to the DEVELOPER.

9.5. The LANDOWNER and DEVELOPER shall endeavour to sell the common flat whenever it is feasible for all the LANDOWNERS to sell the same to the prospective purchaser. If they face any issues beyond their control on selling the same, the LANDOWNERS shall sell the same after taking possession of the flat from the DEVELOPER.

10. <u>ENCUMBRANCE:</u>

The LAND OWNERS agree that they will not encumber the Schedule A property in any manner what so ever. It is further agreed that if any of the LAND OWNER intent to transfer their respective allotment within their respective family members, the LAND OWNER/s agree to inform the DEVELOPER and thereafter effect such mode of transfer only with the knowledge and consent of the DEVELOPER. LAND OWNER/s further agree any such transfer if any before completion and handing over of their respective flats shall happen only with the family members and not to any third party. Likewise, despite transfer of any of their respective property, the LAND OWNERS herein shall be responsible and liable for all charges, including GST, Service connection charges and any other payments that become due and payable to the DEVELOPER by the LAND OWNERS and the DEVELOPER shall hand over the flats only upon payment of all such charges as agreed under the Joint Development Agreement and in this Supplemental Agreement

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

V. Jayanthi Vijayaragavan

11. HANDING OVER:

It is further agreed between the parties that they shall finalise the accounts on the following basis:

11.1. The following parties are entitled to receive the compensation from the DEVELOPER as per clause 5.4 & Clause 6 of this agreement. Following are the amounts to be claimed and adjusted towards excess 183 Sq.ft retained by the DEVELOPER during final accounts

Name`	**Flat No**	**Amounts to be claimed from LAND OWNERS** (Mrs. S. BUMADEVI **&** Mrs. V. JAYANTHI)
Mrs. S. BUMADEVI	1C	• Utility charges for the two flats -Rs.5,00,000/- as per clause 8. • If any excess GST to be paid as per Clause 7. • Compensation amount towards the excess built up area availed by the DEVELOPER as per clause 6.
	3B	
	4B	• If the sale happens after handing over of the flats, Utility charges for the flat as per clause 8.4
Mrs. V. JAYANTHI	1B	• Utility charges for the two flats -Rs.5,00,000/- as per clause 8. • If any excess GST to be paid as per Clause 7. • A sum of Rs.Rs.50,000/- per month (As per JDA clause 5) being paid by the DEVELOPER from May 2024 till the date of calculating final accounts at handover • Compensation amount towards the excess built up area availed by the DEVELOPER as per clause 6.
	2B	
	4B	• If the sale happens after handing over of the flats, Utility charges for the flat as per clause 8.4

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

S. Bumadevi

V. Jayanthi Vijayaraghavan

11.2. The LANDOWNERS had mutually agreed to receive the compensation from the developer as said in clause 5.2. In the above said manner Mr. S. Ramakrishnan is not receiving any compensation from the DEVELOPER, and Following are the amounts to be claimed by the DEVELOPER during final accounts for the share retained by Mr.S. Ramakrishnan:

Name`	**Flat No**	**Amounts to be claimed from LAND OWNER –** (MR. S. RAMAKRISHNAN).
Mr.S. RAMAKRISHNAN	2A	• Utility charges for the five flats -Rs.12,50,000/- as per clause 8. • If any excess GST to be paid as per Clause 7.
	3A	
	3C	
	4A	
	4C	
	4B	• If the sale happens after handing over of the flats, Utility charges for the flat as per clause 8.4

11.3. Mr. S. Ramakrishnan has agreed to pay the DEVELOPER the claims as per the above table at the time of handing over.

11.4. The DEVELOPER shall calculate the final accounts as per the above clauses and adjust the compensation to be paid with respect to each LAND OWNER. If the amount paid towards excess area availed by DEVELOPER is less than the respective LAND OWNER's liability, LAND OWNER shall pay the difference of such amount to the DEVELOPER at the time of handing over of their respective flats for interior works.

11.5. Until final accounts are settled, the DEVELOPER shall not be liable to hand over the respective flats to the respective LAND OWNERS.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

V. Jayanthi V. Jayaraghavan

12. SALE DEED TOWARDS DEVELOPERS SHARE OF UDS IN THE PROPERTY:

The LAND OWNERS agree to execute and register sale deed in favour of the DEVELOPER for the undivided share of land for the flats allotted to the share of the DEVELOPER, i.e the LAND OWNERS agree to execute the sale deed for **2500 Sq.Ft undivided** share of land morefully set out in Schedule C hereunder, simultaneously upon signing this Supplemental Agreement as against the execution of powers of attorney as agreed under clause 12 of the Joint Development Agreement.

13. COMMENCEMENT OF CONSTRUCTION:

It is mutually agreed by the parties to consider 1st October 2024 as the date of commencement of construction period

14. CONSTRUCTION PERIOD:

The Developer agrees to complete the construction of the proposed building within 21 months from the commencement date as per clause 12 above. In the event of any delay due to unforeseen circumstances, the DEVELOPER will be granted a further period of 3 months as grace period as per the Agreement for Joint Development dated 12th December, 2022.

15. CORPUS FUND:

The OWNER/S and the DEVELOPER and or their transferees or their successors-in-title shall become members of the Association to be formed for the purpose of maintenance of the Project. The Parties hereto shall pay their share of corpus deposit/fund (Maintenance Deposits) of Rs.65000 (Rupees Sixty-Five Thousand Only) per flat to the DEVELOPER. The DEVELOPER agrees to collect the Corpus Deposit/Fund from the LAND OWNERS as well as the prospective purchasers and hand over the Corpus Fund/Deposit to the Association to be formed by the owners of the Apartment complex. Likewise, the LANDOWNERS also agree to pay the maintenance charges to the Association at the rate fixed by the Association for the maintenance of the Project. The LANDOWNERS agree to pay the Corpus Deposit/Fund to the DEVELOPER at the time of handing over of the flats.

16. The other terms of the Joint Development Agreement save those that are amended /expressly agreed hereinabove in this Supplemental Agreement shall remain the same and binding between both the parties.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

D. P. Sarathy

Director

S. Bimal

V. Jayanthi Vijayaraghavan

Ramakrishnan

SCHEDULE 'A' PROPERTY

All that piece and parcel of Property situated at Old No. 10 & 10A, New No. 12 & 14, Norton 2nd Street, Mandavelipakkam, Chennai-600 028, bearing Plot No.49, comprised in R.S No.4311/49, Block No.97, in Mylapore Village and Taluk, (formerly Mylapore-Triplicane Taluk), Chennai District, measuring an extent of admeasuring 3 Grounds and 170 with the building Sq.ft., (7370 Sq.ft,) as per document and 7379 sq.ft. as per Patta, together existing thereon, and the said land bounded on the –

North by	:	Private Land
South by	:	30 feet road
East by	:	Plot No.50
West by	:	Plot No.48
Measuring-		
North	:	60 feet
South	:	60 feet
East	:	120 feet 3 inches
West	:	125 Feet

situated within the Registration District of Central Chennai and Sub – Registration District of Mylapore.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

V. Jayanthi Vijayaraghavan

Ramakrishnan

SCHEDULE 'B' PROPERTY
(LAND OWNERS SHARE)

13215 Sq.ft super built up area together with 4870 Sq.Ft undivided share in the Schedule A property together with 10 car parking slot as detailed below:

Sl. No	Name`	Flat No	Floor	Flat Location	Flat Area (Sq.Ft)	UDS (Sq.Ft)	No. of Car Parking Slot
1.	Mrs. S. BUMADEVI	1C	First	Rear	1375	507	1
2.		3B	Third	Middle	1216	448	1
3.	Mrs. V. JAYANTHI	1B	First	Middle	1216	448	1
4.		2B	Second	Middle	1216	448	1
5.	Mr. S. RAMAKRISHNAN	2A	Second	Front	1408	519	1
6.		3A	Third	Front	1408	519	1
7.		3C	Third	Rear	1375	507	1
8.		4A	Fourth	Front	1657	611	1
9.		4C	Fourth	Rear	1375	507	1
10.	Mrs.S.BUMADEVI, Mrs.V.JAYANTHI & Mr.S.RAMAKRISHNAN *(As per Clause 5.4)*	4B	Fourth	Middle	969	356	1
	TOTAL				13215	4870	10

For NIVEDHA CONSTRUCTIONS PVT. LTD.

Director

S. Bumadevi

V. Jayanthi Vijayaraghavan

Ramakrishnan

SCHEDULE 'C' PROPERTY

(DEVELOPER'S SHARE)

6782 Sq.ft super built up area together with 2500 Sq.Ft undivided share in the Schedule A property together with 5 car parking slots as detailed below:

Sl.No	Flat No	Floor	Portion	Flat Area (Sq.Ft)	UDS (Sq.Ft)	No. of Car Parking Slot
1.	1A	First	Front	1408	519	1
2.	2C	Second	Rear	1375	507	1
3.	5A	Fifth	Front	1408	519	1
4.	5B	Fifth	Middle	1216	448	1
5.	5C	Fifth	Rear	1375	507	1
	TOTAL			**6782**	**2500**	**5**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE, AFFIXED THEIR RESPECTIVE HANDS AND SIGNATURE TO THIS SUPPLEMENTAL AGREEMENT FOR JOINT DEVELOPMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING:

S. Bumadevi

V. Jayandhi Vijayaragavan

WITNESSES:

1.

(Ms. P.Priyadharshini)
D/o Mr.D.P.Sarathy,
Flat No.4F-7, Nivedhas Ganapathy Illam,
10/11, Norton 2nd Street, Mandaveli, Ch-28.

LAND OWNERS

2.

(Mr. T D Vijayaraghavan)
S/o Mr.Damodaran,
8, Second Cross Street, Rajivgandhi Nagar,
New Saram, Pondicherry 605013.

For NIVEDHA CONSTRUCTIONS PVT. LTD.

D. P. Sarathy

Director

DEVELOPER



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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We're honored to be part of your real estate journey

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