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Bhaggyam Constructions Pvt Ltd
Chennai

R.SHANMUGAVALLI
STAMP VENDOR L/No.1090/B4/CH(C) 2021-9
62 / 107, Rama Street, Nungambakkam,
Chennai - 600 034. Mobile: 9445361496

AGREEMENT FOR JOINT DEVELOPMENT

THIS AGREEMENT FOR JOINT DEVELOPMENT ENTERED INTO AT CHENNAI ON THIS THE ___ DAY OF APRIL, 2023 BETWEEN:

[1] **Mr.P.B. SANTHANA KRISHNAN,** son of Mr.P.B. Vijayaraghavan, aged about 70 years, having Income Tax P.A.No.APFPS3781N, Aadhaar No.888152211647, residing at Old No.18, New No.44, Venkataraman Street, T Nagar, Chennai 600 017

For Bhaggyam Constructions Pvt Ltd

Managing Director

[2] **Mr.P.B. SAMPATH KUMAR,** son of Mr.P.B. Vijayaraghavan, aged about 69 years, having Income Tax P.A.No.APSPS5588D, Aadhaar No.842529826441, residing at Old No.18, New No.44, Venkataraman street, T Nagar, Chennai 600 017

[3] **Mr.P.B. SRINIVASAN,** son of Mr.P.B. Vijayaraghavan, aged about 60 years, having Income Tax P.A.No.AASPS5228G, Aadhaar No.832732468183, residing at Old No.18, New No.44, Venkataraman street, T Nagar, Chennai 600 017

[4] **Mrs. USHA SURESH,** wife of Mr.B. Suresh Iyengar, aged about 66 years, having Income Tax P.A.No.AAJPU6663L, Aadhaar No.461853561241, residing at Old No.18, New No.44, Venkataraman street, T Nagar, Chennai 600 017 and

[5] **Mr. S. VENKATESAN,** son of Mr. Sowmyanarayanan, aged about 65 years, having Income Tax P.A.No.ACGPV3344L, Aadhaar No.424120697382, residing at Old No.17, New No.42, Venkataraman Street, T Nagar, Chennai 600 017, hereinafter collectively called the **LANDOWNERS**, which term shall mean and include themselves, their respective legal heirs, administrators, executors, assigns.

AND

M/s. BHAGGYAM CONSTRUCTIONS PVT. LTD., a Company, incorporated under the Companies Act, 1956, having Income Tax P.A.No.AACCM2898P, having its Registered Office at No.2, Sarangapani Street, T. Nagar, Chennai – 600 017,

For Bhaggyam Constructions Pvt Ltd

Managing Director

represented herein by its Managing Director, **Mr.V.RAMASWAMI**, [PAN ADQPR7079D] [AadhaarNo.595573135577], son of Late Mr. S.R.Vaidyanathan, aged about 68 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.

HISTORY OF TITLE OF THE SCHEDULE 'A' PROPERTY, BELONGING TO THE LANDOWNERS:

Item-I:

WHEREAS all that piece and parcel of property situated at Old Door Nos.18/1, 18/2, 18/3 and 18/4, New Nos.44/1, 44/2, 44/3 and 44/4, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot No.6 in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T..S.No.4871/2, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 4020 sq.ft. or thereabouts, together with the building existing thereon, along with undivided half share in the passage extent of 16 Feet width comprised in T.S.No.4871/3 – measuring 2,144 sq.ft., more fully described in the Item-I of the Schedule 'A' hereunder, originally belonged to (1) Mr.P.B. Vijayaraghavan, son of Mr.P.B. Tiruvengadachari; (2) Mr.P.B. Santhanakrishnan, being the FIRST LAND OWNER herein; (3) Mr.P.B. Sampath Kumar, being the SECOND LAND OWNER herein and (4) Mr.P.B. Srinivasan, being the FOURTH LAND OWNER herein, they having purchased the said Item-I of the Schedule 'A' property, from Mr.R. Krishnan, son of Mr.R. Rangaswami Iyengar, vide Sale Deed dated 29/01/1986, Registered as Doc.No.111/1986, in the Office of the Sub-Registrar, T.Nagar.

WHEREAS subsequently the above named Mr.P.B. Vijayaraghavan, Mr.P.B. Santhanakrishnan, Mr.P.B. Sampath Kumar and Mr.P.B. Srinivasan, have jointly

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constructed 4 flats and divided the same between themselves, which was recorded under a Memorandum of Agreement dated 01/10/1999.

WHEREAS subsequently the above named Mr.P.B. Vijayaraghavan settled his 1/4th Share in the said Item-I of the Schedule 'A' property along with Ground floor half portion in favour of his daughter Mrs. Usha Suresh, being the THIRD LAND OWNER herein, vide Settlement Deed dated 26/03/2008, Registered as Doc.No.667/2008, in the Office of the Sub-Registrar, T.Nagar.

WHEREAS the Extract from the Town Survey Land Register has been granted in favour of the LANDOWNERS [1] to [4] herein, with regard to the said Item-I of the Schedule 'A' property.

Item-II:

WHEREAS all that piece and parcel of property situated at Old Door No.17, New No.42, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot No.5 in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T.S.No.4871/4, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 2808 sq.ft. or thereabouts, together with the building existing thereon, along with undivided half share in the passage extent of 16 Feet width comprised in T.S.No.4871/3 – measuring 2,144 sq.ft., more fully described in the Item-II of the Schedule 'A' hereunder, originally belonged to Mr.R. Satakopan, son of Late R. Rangaswami Iyengar, he having become entitled to the said Item-II of the Schedule 'A' property from his Mother Mrs. Pattammal alias Rajalakshmi Ammal, vide a Deed of Settlement dated 16/09/1961, Registered as Doc.No.2878/1961, in the Office of the Sub-Registrar, T.Nagar.

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Usha Suresh

WHEREAS subsequently the above named Mr.R. Satakopan executed a Will dated 13/07/1976, wherein he bequeathed the said Item-II of the Schedule 'A' property to his elder brother Mr. Sowmyanarayanan for his lifetime and after his lifetime to his son Mr.S. Venkatesan, being the FIFTH LAND OWNER herein.

WHEREAS subsequent to the death of the above named Mr.R. Satakopan on 08/09/1979, the above-mentioned Will was probated in the High Court of Judicature in O.P. No.528/1980, vide order dated 15/05/1981, passed by the Hon'ble High Court of Judicature at Madras.

WHEREAS subsequently on the death of the above-named Mr. Sowmyanarayanan on 05/05/2013, the above named Mr.S. Venkatesan became absolutely entitled to the Item-II of the Schedule –A property.

WHEREAS the Extract from the Town Survey Land Register has been granted in favour of the FIFTH LAND OWNER herein, with regard to the said Item-II of the Schedule 'A' property.

AND WHEREAS the LANDOWNERS herein ever since becoming entitled to the Schedule 'A' property in the manner aforesaid, have been in peaceful 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.

WHEREAS as the above-mentioned Items-I and II of the Schedule 'A' property are joint and contiguous, the LANDOWNERS have consolidated the same into a single composite property, as described in the Schedule 'B' hereunder.

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WHEREAS currently the building existing on the Schedule 'B' property has become old and the LANDOWNERS herein are desirous of demolishing the said building and redeveloping the same as Residential building complex.

WHEREAS the LANDOWNERS herein have identified the DEVELOPER to carry out the demolition of the existing building, apply and obtain sanction for the new building and constructed a new building on the Schedule 'B' property, as per sanction plan subject to the terms and conditions as agreed and accepted between the Parties herein recorded in writing as appearing hereunder:

NOW THIS AGREEMENT FOR JOINT DEVELOPMENT WITNESSETH AS FOLLOWS:

[1] PROPERTY TO BE DEVELOPED:

All that piece and parcel of property situated at Old Door Nos.18/1, 18/2, 18/3, 18/4 and 17, New Nos.44/1, 44/2, 44/3, 44/4 and 42, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot Nos.5 and 6, in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T.S.Nos.4871/2, 4871/3 and 4871/4, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 8972 sq.ft. or thereabouts, together with the building existing thereon, more fully described in Schedule B hereunder.

[2] SHARING OF SUPER-BUILT UP AREA:

2.1 The DEVELOPER shall at their cost, effort and expense, construct a building complex on the Schedule "B" property after demolition of the existing structure and shall endeavour to obtain the maximum permissible FSI under the prevailing rules of the CMDA/Greater Chennai Corporation or any such delegated planning authorities as per the current Master plan.

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Usha Suresh

The DEVELOPER shall avail the maximum possible FSI including the available premium FSI while obtaining the plan sanction from CMDA in respect of the building to be constructed on the Schedule 'B' property.

It is agreed and accepted between the Parties herein that the cost of obtaining premium FSI shall be borne by the DEVELOPER only.

It is envisaged that the new building to be constructed on the Schedule 'B' property shall be in the form of stilt + 5 floors consisting of 10 Apartments ie. two flats in each floor.

It is agreed and accepted between the Parties herein that in the over all built up area 23493 sq.ft. to be constructed on the Schedule 'B' property, the sharing ratio between the LANDOWNERS and the DEVELOPER is 61% of built up area i.e 14330 sq.ft. to the LANDOWNERS and the remaining 39% of the built up area i.e 9163 sq.ft. . shall be entitled to the DEVELOPER.

The above mentioned entitlement of the LANDOWNERS in the building to be constructed on the Schedule 'B' property, is described in the Schedule 'C' hereunder and the entitlement of the DEVELOPER is more fully described in the Schedule 'D' hereunder.

[3] NATURE OF CONSTRUCTION:

It is envisaged that the new building to be constructed on the Schedule 'B' property shall be in the form of stilt + 5 floors consisting of 10 Apartments ie. two flats in each floor.

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[4] SHARING OF UNDIVIDED SHARE

4.1 Undivided share in the proportion of 61% : 39% in the Schedule "B" land shall be retained / conveyed by the LANDOWNERS to the DEVELOPER and/or their nominee/s, in proportion to the super built up area that shall be allocated to their respective shares.

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

[5] SHARING OF CAR PARKS

It is agreed between the Parties herein that the open and covered car parks which shall be provided in the building/s to be constructed on the Schedule "B" property shall be shared between the LANDOWNERS and the DEVELOPER in the agreed ratio of 61% : 39%.

[6] SHARING OF TERRACE:

The terrace over the top floor of the building/s to be constructed on the Schedule "B" land shall be common to both the LANDOWNERS and the DEVELOPER and or their nominees for their common use and enjoyment, however both parties mutually agree that no construction of any type either permanent or temporary shall be done unilaterally by either party, and or their nominee/s.

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[7] DIVISION OF CONSTRUCTED SUPER BUILT UP AREA:

It is agreed and accepted between the parties herein that upon the necessary approval for the proposed development being obtained from CMDA/Greater Chennai Corporation, the Parties herein shall enter into a Supplementary Agreement to record the division of the overall built up area between the Parties herein based on the sharing ratio as stipulated in Clause-2 supra. Such division of the overall built up area shall be done in an equitable manner between the LAND OWNER and the DEVELOPER herein.

[8] TIME FOR COMPLETION:

8.1 It is agreed and accepted between the Parties herein that the DEVELOPER shall process the plans for approval before the competent authority and obtain the same within 3 months from the date of submission of application to CMDA.

8.2 The DEVELOPER herein agrees that the proposed transaction with respect to the completion of the entire project shall be within 18 months from the date of the DEVELOPER obtaining plan sanction with regard to the development contemplated on the Schedule 'B' property, subject to a grace period of 90 days and further subject to the LANDOWNERS handing over vacant possession of the Schedule "B" property at the time of signing this Agreement for Joint Development.

8.3 However, in case of natural calamities like heavy rain, floods, famine, earthquake, war, riot, fire, Pandemic etc. and the non availability of building materials like cement, steel, bricks etc. in sufficient quantities or undue delay on the part of the CMWSSB and Electricity board to give service connection, despite the best efforts of the DEVELOPER, suitable exten-

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sion of time will be permitted upon the immediate request of the DEVELOPER.

[9] HANDING OVER:

It is agreed between the Parties herein that the DEVELOPER shall handover the Schedule "C" super built up area, ear marked for the LANDOWNERS, only upon the LANDOWNERS making the necessary payments to the DEVELOPER in respect of the amounts due from them as contemplated in this Agreement for Joint Development towards any additional amounts to be paid in the event of any variation in the Specifications to be provided with regard to the Schedule "C" super built up area or variation in the built up area in excess of the area ear marked for the LANDOWNERS under this Agreement or any such addition or alteration entailing additional payment.

[10] RENTAL COMPENSATION:

The DEVELOPER agrees to pay the each of the LANDOWNERS a sum of Rs.50,000/- per month (Rupees Fifty Thousand Only) to land owner 1 to 4 and Rs 1,00,000/- per month (Rupees One lakh Only) to Mr. S. Venkatesan – 5th land owner owing to higher land area percentage by way of rental compensation from the date of handing over possession of the Schedule "B" property by the LANDOWNERS to the DEVELOPER herein till the date of the DEVELOPER handing over the Completed Apartments in the development contemplated on the Schedule 'B' property. However the rental deposits if any to be paid for such alternate accommodation shall be borne only by the LANDOWNERS. Rental compensation to be directly credited to the LANDOWNERS savings account 1 week in advance and not in arrears (ex: rental compensation for month of July to be paid by

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June 25th). In the event of default beyond 5th of the month, DEVELOPER to pay 2% of the rental compensation.

[11] OBLIGATIONS OF THE LANDOWNERS:

11.1 ORIGINAL TITLE DEEDS:

11.1.1 The PARTIES herein agree that on completion of the sale of 39% undivided share in the Schedule "B" land ear marked for the DEVELOPER'S share, the DEVELOPER shall simultaneous to the LANDOWNERS taking possession of the Schedule "C" built up area return the original documents to the LANDOWNERS herein, in order to support the title of the balance undivided share in the Schedule "B" land that they shall be retaining and the LANDOWNERS shall acknowledge the return of the said original documents.

11.1.2 The LANDOWNERS further agree to handover possession of the Scheule "B" property to the DEVELOPER within June 5th from the date of signing this Agreement.

11.1.3 The LANDOWNERS have already provided copies of title deeds with regard to the Schedule B property and the DEVELOPER have prima-facie satisfied themselves with regard to the title of the LANDOWNERS to the Schedule B property. Any further documents if insisted by the Advocates of Housing Finance Companies while implementing the Project, the LANDOWNERS agree and undertake to cooperate in providing the same.

11.1.4 The LANDOWNERS on their part agree to convey the proportionate undivided share in the entirety of the Schedule "B" mentioned Land which will be corresponding to the 39% super built up area in the proposed residential building/s earmarked for the DEVELOPER and or their nominee/s.

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11.1.5 The LANDOWNERS herein agree that upto the date of handing over possession of the entirety of the Schedule "B" property to the DEVELOPER in accordance with the terms agreed to above, the LANDOWNERS shall pay all public outgoings with regard to the Schedule B property.

11.2 **POWER OF ATTORNEY**

11.2.1 The LANDOWNERS at the time of signing this Agreement for Joint Development agree and undertake to execute a Power of Attorney for Schedule 'B' property in favour of the DEVELOPER, empowering the Power Agent to get plan sanction from CMDA/Greater Chennai Corporation both for the demolition of the existing structure and a new building to be constructed on the Schedule B property and shall execute another Power of Attorney empowering the DEVELOPER to execute the sale deed or deeds in respect of the Schedule 'D' property earmarked for the DEVELOPER, after obtaining plan sanctions from CMDA.

The stamp duty and registration fee with regard to the registration of the above mentioned Powers of Attorney and the Sale deed/s in respect of the Schedule 'D' property earmarked for the DEVELOPER shall be borne by the DEVELOPER.

11.2.2 The LANDOWNERS further agree not to revoke the above mentioned Powers 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. And the DEVELOPER acts in terms of this Agreement.

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11.2.3 The LANDOWNERS agree and undertake to cooperate for providing Life Certificates as and when requested by the DEVELOPER with regard to the said Powers of Attorney.

11.3 **BUILDING PLAN SANCTIONS AND SERVICE CONNECTIONS:**

The responsibility for getting service connections and Building plan sanction shall be met by the DEVELOPER only. The DEVELOPER agrees and accepts that they shall bear the GST with regard to the Schedule 'C' super built up area ear marked for LANDOWNERS under this Agreement for Joint Development. The LANDOWNERS shall pay the pro-rata charges towards infra charges, deposits payable to Metro water, Sewerage and Electricity connections in respect of the Schedule 'C' super built up area/flats ear marked for the LANDOWNERS under this Agreement for Joint Development. The payment towards the above mentioned pro-rata charges shall be made by the LANDOWNERS as and when demanded by the DEVELOPER.

11.4 **CHANGES TO THE BUILDING PLAN:**

In case the LANDOWNERS request for any alterations to the residential space earmarked for them while preparing the building plan, the same shall be duly incorporated, subject to technical feasibility. However if they request for any addition or alteration after the approval of the building plan, the same will be done by the DEVELOPER at extra cost to be paid for by the LANDOWNERS

[12] DEVELOPER'S OBLIGATIONS:

12.1 The DEVELOPER agrees to obtain the necessary demolition approvals and demolish the structures on the Schedule "B" Property at their cost and expense and all such revenues arising from demolition shall be given to the DEVELOPER. In this regard, it shall be the responsibility of the DE-

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VELOPER to clear the debris and to provide proper scaffolding around the Schedule 'B' property to prevent dust and debris causing any nuisance to the neighbouring property owners.

12.2 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.

12.3 The choice of a good capable ARCHITECT of good repute, for the project shall be decided by the DEVELOPER.

12.4 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 LANDOWNERS, on receipt of the same from CMDA/Greater Chennai Corporation or any such delegated planning authorities.

12.5 It is agreed and accepted between the Parties herein that the DEVELOPER shall register the Project under Tamil Nadu Real Estate Regulatory Authority (TN RERA).

12.6 In case of any accident occurring on the Schedule Property during the development / construction of the Project, the Developer shall be solely responsible to settle and face the consequences of such accident and make payment of compensation, claims and losses suffered by any party due to the said accident and make good the said losses and the Owners shall have no liability of any nature whatsoever and the Developer hereby indemnifies the Owners in this respect. It is further provided that in case of

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any prosecution arising due to said accident, the Developer alone shall be liable and there shall be no claim made against the Owners.

[13] RECTIFICATION OF DEFECTS:

13.1 The DEVELOPER shall at their cost erect upon the said Schedule "B" land, building and other structure in a substantial workman like manner using best quality materials according to the sanctioned plan.

13.2 In case of any defect either in the construction, structural stability and/or the wiring, plumbing etc. pointed out by the LANDOWNERS during the construction and/or before expiry of 24 months from the date of handing over possession in respect of the Schedule "C" super built up area the DEVELOPER agree to replace, rectify such defective construction and/or the materials, at their expense, provided it is found to have manufacturing defects.

[14] LANDOWNERS' INDEMNITY:

14.1 The LANDOWNERS declare, that they are the legal LANDOWNERS of the Schedule "B" property and that they have not encumbered the Schedule "B" property in any way nor is the Schedule "B" property the subject matter of any subsisting Agreement of sale, or litigation or acquisition or attachment proceedings or maintenance claim or charge in favour of any financial institution or third party for any borrowing. The LANDOWNERS hereby declare that the Schedule "B" 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.

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14.2 The LANDOWNERS 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 "B" property.

14.3 In case of any claim or action cropping up due to any defect in the title of the LANDOWNERS, the LANDOWNERS agree and undertake 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 LANDOWNERS without affecting the DEVELOPER and/or their nominee/s in any manner whatsoever.

[15] DEVELOPER'S INDEMNITY:

15.1 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 LANDOWNERS shall be indemnified wholly against all such claims and the DEVELOPER alone shall be responsible to meet any such claim.

15.2 The DEVELOPER further agrees that they shall not deviate from the approved building plan and in case of any action from CMDA/Greater Chennai Corporation or the concerned authority, they will bear the full consequences of such deviations and they further assure the LANDOWNERS that they will indemnify in full any loss or damage or other injury to the LANDOWNERS on account of such deviation and/or on account of any claim made by the CMDA/Greater Chennai Corporation and/or the co-purchasers or nominees of the DEVELOPER, Architects, Engineers, Contractors, Supervisors, Suppliers, Labourers or any other person, in respect of the proposed construction by the DEVELOPER.

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15.3 However the DEVELOPER shall not be liable for any deviation done at the instance of the LANDOWNERS after taking over possession.

[16]. GENERAL CLAUSES:

16.1 **PERIODIC INSPECTION:**

The LANDOWNERS 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. DEVELOPER to send weekly report to the OWNERS through mail in an agreed format.

16.2 **ASSURANCE BY THE LANDOWNERS:**

The LANDOWNERS 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/allottees.

16.3 **MUTUAL ASSURANCE:**

The LANDOWNERS and the DEVELOPER assure and confirm that either of them shall not create any charge or encumbrance over the Schedule "B" property in any manner whatsoever which will be detrimental to the interests of the other Party and/or their nominee/s until all transactions as contemplated in this Agreement are fulfilled and completed.

16.4 **ENJOYMENT OF COMMON AREAS:**

The LANDOWNERS 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 OWNERS' of other undivided shares in the land mentioned in the Schedule "B" hereunder and OWNERS of the other residential flats lawfully entitled to the same and also to use all sewers, common

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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 "B" 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.

16.5 **ELEVATION NOT TO BE ALTERED:**

In recognition of the DEVELOPER having paid the security deposit to the CMDA/Greater Chennai Corporation 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 LANDOWNERS 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 in areas not part of original design and air conditioners in spaces not allocated for the purpose.

16.6 **USAGE OF THE PREMISES:**

16.6.1 The Parties herein mutually agree that the LANDOWNERS and the DEVELOPER and/or their respective nominee/s shall not at any time carry on in the said 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 owners of any neighbouring 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

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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.

16.6.2 The LANDOWNERS 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.

16.6.3 The LANDOWNERS and the DEVELOPER or their nominee/s shall give the other OWNERS of the other undivided shares of the Property mentioned in Schedule "B" 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.

16.6.4 The LANDOWNERS 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 residential flats in the said Complex.

16.6.5 As a matter of necessity, the LANDOWNERS hereby covenant and agree to own and enjoy the said Schedule "B" land in common with the other owners/occupants of the other residential flats 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 "B" property or any part thereof in common with the said owners 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

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formed by and between the parties of the said residential flats. The DEVELOPER will not be responsible in the matter of framing any such rules or formation of any Society/Association for mutual benefit and convenient enjoyment of such OWNERS of the entire building complex.

16.7 **LANDOWNERS TO BECOME MEMBERS OF THE ASSOCIATION:**

The LANDOWNERS 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, open areas, sewers, drains, 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.

16.8 **PRO-RATA MAINTENANCE CHARGES/CORPUS FUND:**

16.8.1 The LANDOWNERS may be deprived of the amenities granted by being co-OWNERS, along with others by their failure to pay and meet them pro-rata share of the expenses incurred in this respect. Further, till the ASSOCIATION is formed, the LANDOWNERS 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 "D" Flats that shall be handed over to the LANDOWNERS as mentioned in this Agreement. The said maintenance charges on a pro-rata basis shall become payable

For Bhaggyam Constructions Pvt Ltd

Managing Director

by the LANDOWNERS to the DEVELOPER from the date the DEVELOPER hands over the completed Schedule "d" Flats to the LANDOWNERS till such date the Association takes over maintenance of the building to be constructed on the Schedule "B" property. The DEVELOPER represents that the proposed monthly maintenance charges would be Rs.4.5/- per sq.ft. in respect of the Schedule C built up area earmarked for the LANDOWNERS.

16.8.2 The LANDOWNERS further agree to pay corpus fund as may be determined by the DEVELOPER to the respective Association for future maintenance of the development contemplated on the Schedule-B property apart from bearing the pro-rata maintenance charges payable by the LANDOWNERS for the first twelve months in respect of the Apartments retained by them from and out of the Schedule-C super built up area ear marked for them under this Agreement for Joint Development.

The above-mentioned Corpus Fund should be around Rs.100000/- per Apartment.

16.9 **NAME OF THE BUILDING AND LOGO OF THE DEVELOPER:**

16.9.1 The name of the proposed building shall be decided by the DEVELOPER and the OWNERS, and the DEVELOPER shall be entitled to display their name along with their Logo at any prominent place in the building to be developed on the Schedule B property.

16.9.2 The LANDOWNERS further agree that the name and Logo of the Builder along with Block/Apartment/Car parking numbering so displayed shall not be removed or tampered with at any time in future.

For Bhaggyam Constructions Pvt Ltd

Managing Director

16.10 **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 LANDOWNERS or the DEVELOPER to the sharing ratio as agreed hereunder, the cost of such variation shall be adjusted between the Parties herein at the average Sale price Rs. 18000 per sq.ft. of the Apartments allocated to the DEVELOPER mentioned in Schedule 'D".

16.11 **SPECIFICATIONS OF CONSTRUCTION:**

The specifications of the proposed construction of the residential Flat spaces earmarked for the LANDOWNERS is furnished in the Annexure to this agreement which may be treated as part and parcel of this agreement.

16.12 **RIGHT OF THE DEVELOPER TO ADVERTISE**

The DEVELOPER would further be permitted to advertise for sale, negotiate for sale, 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 "B" property.

16.13 **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 "B" property to cater to the requirements of the building to be constructed thereon.

For Bhaggyam Constructions Pvt Ltd

Managing Director

16.14 **MUTUAL COVENANTS**

16.14.1 The LANDOWNERS and the DEVELOPER mutually agree to extend full co-operation to each other to conform to the terms of this agreement, for the smooth and successful completion of the project within the stipulated time.

16.14.2 The LANDOWNERS further agree 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 "B" property apart from conditions pertaining to the building to be constructed on the Schedule "B" property in respect of deviations to the approved plan and the building.

16.14.3 It is further agreed by the LANDOWNERS that in the event of the selling their share of the built-up area in the building to be promoted on the Schedule "B" 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 flat's and all other aspects involving common enjoyment of the building to be constructed on the Schedule "B" property.

16.14.4 It is agreed that any benefit arising on the payment to the relevant authorities will be shared with the LANDOWNERS in agreed percentage.

16.14.5 Relatives of the LANDOWNERS will be given a priority while selling of the flats by the Developer within an agreed period mutually.

16.14.6 It is categorically agreed and accepted between the Parties herein that as the DEVELOPER would be incurring expenses upon signing this

For Bhaggyam Constructions Pvt Ltd

Managing Director

Agreement for engaging an Advocate for due diligence, Architect for planning and process involved in obtaining building plan sanction at CMDA/Greater Chennai Corporation. Any subsequent decision on the part of any of the LANDOWNERS to back out of this Agreement, in such an eventuality the LANDOWNERS will have to reimburse the expenses as being demanded by the DEVELOPER as spent by them for the aforementioned activities and other related activities in pursuance to this Agreement for Joint Development.

[17] DEFAULT CLAUSE:

17.1 In the event of default or delay on the part of the DEVELOPER in completing the Project on the Schedule B property and handing over the completed flats to the LANDOWNERS in a habitable condition within the time period as contemplated in clause-8 supra, in such an eventuality the DEVELOPER shall be liable to pay the LANDOWNERS compensation calculated at Rs.25 /- per sq. ft. per month or part thereof for such delayed period.

17.2 In case the LANDOWNERS 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 LANDOWNERS herein.

17.3 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 Chennai. 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.

For Bhaggyam Constructions Pvt Ltd

Managing Director

17.4 This Agreement shall be in full force until all the transactions contemplated herein are fully and effectively completed and until such time this Agreement shall be irrevocable.

17.5 This Agreement has been prepared in Two Originals and duly attested by the PARTIES concerned, one retained by the LANDOWNERS, and one retained by the DEVELOPER.

SCHEDULE `A' PROPERTY

Item-I:

All that piece and parcel of property situated at Old Door Nos.18/1, 18/2, 18/3 and 18/4, New Nos.44/1, 44/2, 44/3 and 44/4, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot No.6 in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T..S.No.4871/2, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 4020 sq.ft. or thereabouts, together with the building existing thereon, along with undivided half share in the passage extent of 16 Feet width comprised in T.S.No.4871/3 – measuring 2,144 sq.ft., and the said land bounded on the –

North by : Property originally belonging to Mrs. Saraswathi Ammal, Comprised in T.S.No.8553/1

South by : Plot No.5 originally belonging to Mr.R. Satakopan and Common passage

East by : Property originally belonging to Mrs. Pattammal, Comprised in T.S.No.4871/7

West by : Property originally belonging to Mrs. Padmavathi Ammal, Comprised in T.S.No.4870

Measuring –

For Bhaggyam Constructions Pvt Ltd

V K

Managing Director

North to South - 67 Feet

East to West - 60 Feet

situated within the Registration District of Chennai South and Sub-Registration District of T.Nagar.

Item-II:

All that piece and parcel of property situated at Old Door No.17, New No.42, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot No.5 in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T.S.No.4871/4, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 2808 sq.ft. or thereabouts, together with the building existing thereon, along with undivided half share in the passage extent of 16 Feet width comprised in T.S.No.4871/3 – measuring 2,144 sq.ft., and the said land bounded on the –

North by : Vacant site originally belonging to Mr.R. Krishnan, Comprised in T.S.No.4871/2

South by : Old No.1/1, Venkataraman Street

East by : Old No.1, Venkataraman Street originally belonging to Mrs. Pattammal

West by : Common 16 Feet passage way leading from Venkataraman Street to Nos.5 and 6 plots

Measuring –

North to South - 68 Feet Eastern and Western

East to West - 44 Feet on the South

East to West - 40 Feet on the North

For Bhaggyam Constructions Pvt Ltd

Managing Director

situated within the Registration District of Chennai South and Sub-Registration District of T.Nagar.

SCHEDULE 'B' PROPERTY
(Reconstituted item of the above mentioned Items-I and II of the above mentioned Schedule 'A' property)

All that piece and parcel of property situated at Old Door Nos.18/1, 18/2, 18/3, 18/4 and 17, New Nos.44/1, 44/2, 44/3, 44/4 and 42, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot Nos.5 and 6, in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T.S.Nos.4871/2, 4871/3 and 4871/4, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 8972 sq.ft. or thereabouts, together with the building existing thereon, and the said land bounded on the –

North by : Property originally belonging to Mrs. Saraswathi Ammal, Comprised in R.S.No.8553/1
South by : Old No.1/1, Venkataraman Street and Venkataraman Street
East by : Old No.1, Venkataraman Street, originally belonging to Mrs. Pattammal, comprised in T.S.No.4871/7
West by : Property originally belonging to Mrs. Padmavathi Ammal, Comprised in T.S.No.4870

situated within the Registration District of Chennai South and Sub-Registration District of T.Nagar.

For Bhaggyam Constructions Pvt Ltd

Managing Director

SCHEDULE 'C' PROPERTY

(EXTENT OF LAND RETAINED BY THE LANDOWNERS AND BUILT-UP AREA THAT SHALL BE ALLOTTED TO THEM IN THE PROPOSED CONSTRUCTION)

61% UNDIVIDED SHARE in the above mentioned Schedule "B" land together with 61% Share of the overall built up area ie. 14330 sq.ft. consisting of the following approximate area division between owners as detailed below, along with proportionate open/covered car parking spaces in the building/s proposed to be constructed on the Schedule "B" land:

SNO	NAME OF LANDOWNER	BUILT UP AREA	UDS
1	**P.B. SANTHANA KRISHNAN**	2033 SFT.	776.40 SFT
2	**P.B. SAMPATH KUMAR**	2033 SFT.	776.40 SFT
3	**P.B. SRINIVASAN**	2033 SFT.	776.40 SFT
4	**USHA SURESH**	2033 SFT.	776.40 SFT
5	**S. VENKATESAN**	6198 SFT.	2367.02 SFT.

SCHEDULE 'D' PROPERTY

(LAND PROPOSED TO BE CONVEYED TO THE DEVELOPER AND SUPER BUILT UP AREA THAT SHALL BE RETAINED BY THE DEVELOPER)

39% UNDIVIDED SHARE in the above mentioned Schedule "B" land, together with the right to raise the aforementioned construction and retain for themselves the **39%** Share of the overall built up area ie.9163 sq.ft., along with proportionate open/covered car parking spaces in the building/s proposed to be constructed on the Schedule "B" land.

For Bhaggyam Constructions Pvt Ltd

Managing Director

Usha Suresh

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

WITNESS:

1.

T. Renganathan, S/O P.R. Thiruvengadam Bhattar,
228, South uthra Street,
Srirangam, Trichy- 620006.

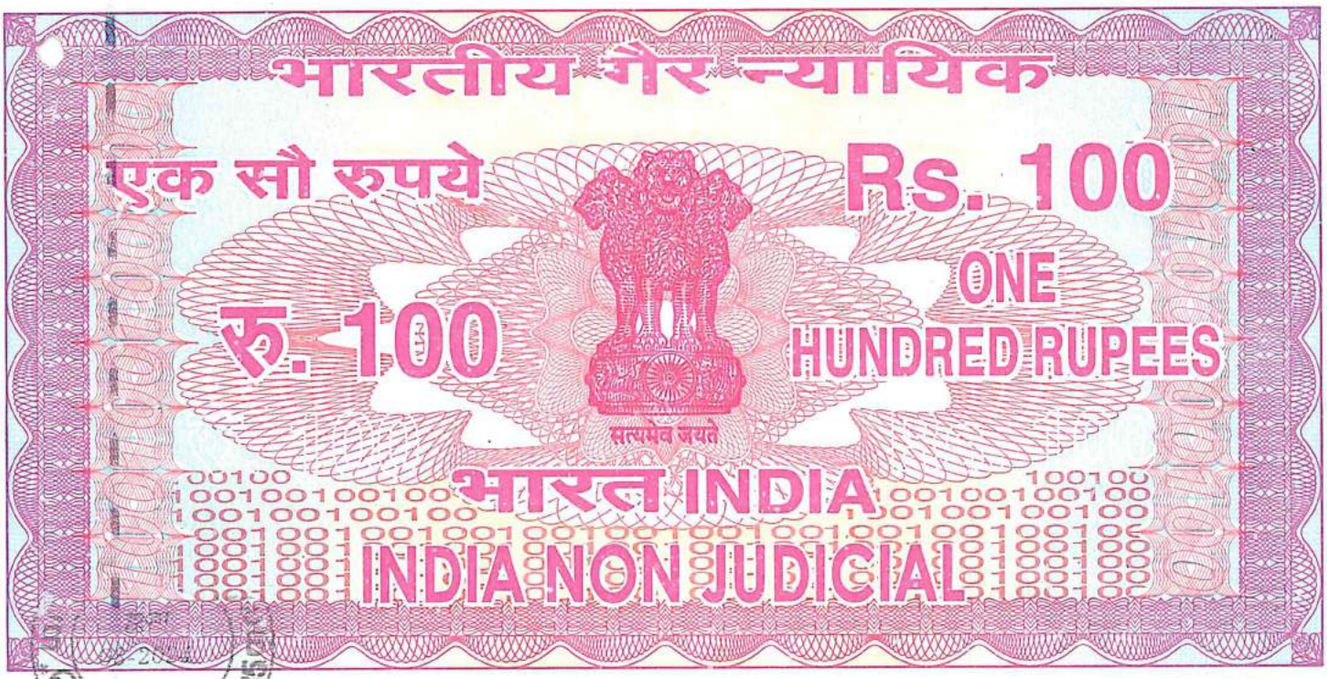
LANDOWNERS

2.

For Bhaggyam Constructions Pvt Ltd

Managing Director

DEVELOPER



தமிழ்நாடு तमिलनाडु TAMILNADU

04 MAR 2024

CY 599871

R. SHANMUGAVALLI
STAMP VENDOR L/No.1090/B4/CH(C) 2021-2
62 / 107, Rama Street, Nungambakkam,
Chennai - 600 034. Mobile: 9445361496

Bhaggyam Construction Pvt. Ltd.
Chennai

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT ENTERED INTO AT CHENNAI ON THIS THE 08th DAY OF March, 2024 BETWEEN –

[1] **Mr.P.B. SANTHANA KRISHNAN,** son of Mr.P.B. Vijayaraghavan, aged about 71 years, having Income Tax P.A.No.APFPS3781N, Aadhaar No.888152211647, residing at Old No.18, New No.44, Venkataraman Street, T Nagar, Chennai 600 017

[2] **Mr.P.B. SAMPATH KUMAR,** son of Mr.P.B. Vijayaraghavan, aged about 70 years, having Income Tax P.A.No.APSPS5588D, Aadhaar No.842529826441, residing at Old No.18, New No.44, Venkataraman street, T Nagar, Chennai 600 017

For Bhaggyam Constructions Pvt Ltd

Director

2

4 Usha Sriram

3

5

[3] **Mr.P.B. SRINIVASAN,** son of Mr.P.B. Vijayaraghavan, aged about 60 years, having Income Tax P.A.No.AASPS5228G, Aadhaar No.832732468183, residing at Old No.18, New No.44, Venkataraman street, T Nagar, Chennai 600 017

[4] **Mrs. USHA SURESH,** wife of Mr.B. Suresh Iyengar, aged about 67 years, having Income Tax P.A.No.AAJPU6663L, Aadhaar No.461853561241, residing at Old No.18, New No.44, Venkataraman street, T Nagar, Chennai 600 017 and

[5] **Mr. S. VENKATESAN,** son of Mr. Sowmyanarayanan, aged about 66 years, having Income Tax P.A.No.ACGPV3344L, Aadhaar No.424120697382, residing at Old No.17, New No.42, Venkataraman Street, T Nagar, Chennai 600 017, hereinafter collectively called the **LAND OWNERS**, which term shall mean and include themselves, their respective legal heirs, administrators, executors, assigns etc.

AND

M/s. BHAGGYAM CONSTRUCTIONS PVT. LTD., a Company, incorporated under the Companies Act, 1956, having Income Tax P.A.No.AACCM2898P, having its Registered Office at No.2, Sarangapani Street, T. Nagar, Chennai – 600 017, represented herein by its Managing Director, **Mr.V.RAMASWAMI**, [PAN ADQPR7079D] [AadhaarNo.595573135577], son of Late Mr. S.R.Vaidyanathan, aged about 70 years, vide its Board Resolution passed at the Meeting held on 07/03/2024, hereinafter referred to as the **"DEVELOPER",** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

WHEREAS the LAND OWNERS and the DEVELOPER had entered into an Agreement for Joint Development dated 10/04/2023, (hereinafter referred to as the "PRIMARY AGREEMENT") with regard to the Item-I and II of the Schedule 'A' property, reconstituted and more fully described in the Schedule 'B' hereunder.

WHEREAS pursuant to the signing of the above mentioned Primary Agreement, the DEVELOPER have processed the Plans at CMDA and obtained the plan sanction from CMDA with regard to the development of the Schedule 'B' property.

For Bhaggyam Constructions Pvt Ltd

Director

WHEREAS as there is clarity with regard to the sanctioned built up area to be constructed on the Schedule 'B' property, the Parties herein are desirous of recording the division of the built up area between themselves into writing as appearing hereunder:

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS FOLLOWS:

1. It is agreed and accepted between the Parties herein that based on the CMDA approved plans, the overall built-up area to be constructed on Schedule 'B' property, shall be 24,680 sq.ft.

2. The sharing of the above mentioned overall built-up area including the actual entitlement and the final allotment, respective Car Parks and the amounts payable by the LAND OWNERS to the DEVELOPER is detailed in the Annexure-I attached hereto, which shall form part and parcel of this Supplementary Agreement.

3. The LAND OWNERS agree and accept the earmarking and allotment of Apartments between the LAND OWNERS and the DEVELOPER, as detailed in the Annexure-I attached hereto.

4. The following are the Apartments, which are falling to the share of the DEVELOPER:

Sl.No.	Flat No.	Floor	Undivided share of land	Super Built-up area	Car Park No.
1.	1A	First	897.20	2468	4,5
2.	1B	First	897.20	2468	9,10
3.	5A	Fifth	897.20	2468	16,20
4.	5B	Fifth	897.20	2468	11,15

5. With regard to the payments to be made by the LAND OWNERS [1] to [4] to the DEVELOPER, as per the above mentioned chart, more fully described in the Annexure-I attached hereto. The LAND OWNERS [1] to [4] agree to make the

For Bhaggyam Constructions Pvt Ltd

Director

said payments to the DEVELOPER as per the payment schedule mentioned in Annexure -II.

6. With regard to the FIFTH LAND OWNER, the DEVELOPER has to make the payment of Rs. 2,35,62,500 /- (Rupees Two Crores Thirty Five Lakhs only), which shall be paid by the DEVELOPER to the said FIFTH LAND OWNER as per the payment schedule mentioned in Annexure -II.

7. Simultaneous to the execution of this Supplementary Agreement, the LAND OWNERS agree and undertake to execute and register a Power of Attorney in favour of the DEVELOPER with regard to the Undivided Share of Land to be surrendered by the LAND OWNERS, as detailed in the Annexure-I attached hereto. The Stamp duty and Registration charges about the registration of the said power of Attorney and the subsequent Sale Deed/s shall be borne by the DEVELOPER and/or their nominee/s.

8. The LAND OWNERS and the DEVELOPER agree and confirm that the division of the undivided share of land in the Schedule 'B' Property, the constructed built up area and the Car Parks as detailed above shall be valid and binding at all times on all the LAND OWNERS and the DEVELOPER and their successors-in-title and the above mentioned division shall be irrevocable under all circumstances.

9. The LAND OWNERS and the DEVELOPER shall enjoy their respective entitlement as detailed above as the absolute owners of the property earmarked for them without any objections or hindrance from any of the other parties herein or their respective successors-in-title.

10. With respect to all other terms and conditions, the Primary Agreement dated 10/04/2023 entered into between the Parties herein shall be in full force and hold good. This Supplementary Agreement shall be read along with the above mentioned Primary Agreement dated 10/04/2023 and shall be co-terminus with the Primary Agreement.

For Bhaggyam Constructions Pvt Ltd

Director

1 2 3 4 5

Subject to the modifications as mentioned herein, the aforementioned Primary Agreement dated 10/04/2023 shall remain in full force and effect and shall be read and construed as if the terms of these presents were inserted therein by way of modification.

11. This Supplementary Agreement has been prepared in Two originals and has been duly signed by the PARTIES concerned, One original is being retained by the LAND OWNERS and the other original is being retained by the DEVELOPER herein.

SCHEDULE `A' PROPERTY

Item-I:

All that piece and parcel of Vacant land situated at Old Door Nos.18/1, 18/2, 18/3 and 18/4, New Nos.44/1, 44/2, 44/3 and 44/4, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot No.6 in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T..S.No.4871/2, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 4020 sq.ft. or thereabouts, along with undivided half share in the passage extent of 16 Feet width comprised in T.S.No.4871/3 – measuring 2,144 sq.ft., and the said land bounded on the –

North by : Property originally belonging to Mrs. Saraswathi Ammal, Comprised in T.S.No.8553/1

South by : Plot No.5 originally belonging to Mr.R. Satakopan and Common passage

East by : Property originally belonging to Mrs. Pattammal, Comprised in T.S.No.4871/7

West by : Property originally belonging to Mrs. Padmavathi Ammal, Comprised in T.S.No.4870

Measuring –

North to South - 67 Feet

East to West - 60 Feet

situated within the Registration District of Chennai South and Sub-Registration District of T.Nagar.

For Bhaggyam Constructions Pvt Ltd

Director

Item-II:

All that piece and parcel of Vacant land situated at Old Door No.17, New No.42, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot No.5 in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T.S.No.4871/4, Block No.113, in T.Nagar Village, Guindy Taluk, Chennai District, measuring an extent of 2808 sq.ft. or thereabouts, along with undivided half share in the passage extent of 16 Feet width comprised in T.S.No.4871/3 – measuring 2,144 sq.ft., and the said land bounded on the –

North by : Vacant site originally belonging to Mr.R. Krishnan,
Comprised in T.S.No.4871/2
South by : Old No.1/1, Venkataraman Street
East by : Old No.1, Venkataraman Street originally belonging to
Mrs. Pattammal
West by : Common 16 Feet passage way leading from Venkataraman Street
to Nos.5 and 6 plots

Measuring –
North to South - 68 Feet Eastern and Western
East to West - 44 Feet on the South
East to West - 40 Feet on the North

situated within the Registration District of Chennai South and Sub-Registration District of T.Nagar.

SCHEDULE 'B' PROPERTY
(Reconstituted item of the above mentioned Items-I and II of the above mentioned Schedule 'A' property)

All that piece and parcel of Vacant land situated at Old Door Nos.18/1, 18/2, 18/3, 18/4 and 17, New Nos.44/1, 44/2, 44/3, 44/4 and 42, Venkataraman Street, T.Nagar, Chennai-600 017, bearing Plot Nos.5 and 6, in L.A.No.15 of 1961, originally comprised in Old Survey No.68, then Paimash Nos.627-A and 647-A, currently comprised in T.S.Nos.4871/2, 4871/3 and 4871/4, Block No.113, in T.Nagar Village, Guindy Taluk,

For Bhaggyam Constructions Pvt Ltd

Director

Chennai District, measuring an extent of 8972 sq.ft. or thereabouts, and the said land bounded on the –

North by : Property originally belonging to Mrs. Saraswathi Ammal, Comprised in R.S.No.8553/1

South by : Old No.1/1, Venkataraman Street and Venkataraman Street

East by : Old No.1, Venkataraman Street, originally belonging to Mrs. Pattammal, comprised in T.S.No.4871/7

West by : Property originally belonging to Mrs. Padmavathi Ammal, Comprised in T.S.No.4870

situated within the Registration District of Chennai South and Sub-Registration District of T.Nagar.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS SUPPLEMENTARY AGREEMENT, ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN, IN THE PRESENCE OF THE FOLLOWING -

WITNESSES:

[1]

(C. PURUSHOTHAMAN)
15/5A, DR. NATESAN ROAD.
FIRST LANE, TRIPLICANE
CHENNAI - 600005.

[2]

1.
2.
3.
4..
5.

LAND OWNERS

For Bhaggyam Constructions Pvt Ltd

Director

DEVELOPER

ANNEXURE-I

Allotment/ Area Statement

SNO.	FLAT NO	FLOOR	ALLOTTEE NAME	SBA	UDS	NO. OF CAR PARK
1	1A	First	Developer	2486 sft.	897.20 sft.	2
2	1B	First	Developer	2486 sft.	897.20 sft.	2
3	2A	Second	S. Venkatesan	2486 sft.	897.20 sft.	2
4	2B	Second	P.B Santhanakrishnan	2486 sft.	897.20 sft.	2
5	3A	Third	S. Venkatesan	2486 sft.	897.20 sft.	2
6	3B	Third	Usha Suresh	2486 sft.	897.20 sft.	2
7	4A	Fourth	P.B Sampath kumar	2486 sft.	897.20 sft.	2
8	4B	Fourth	P.B. Srinivas	2486 sft.	897.20 sft.	2
9	5A	Fifth	Developer	2486 sft.	897.20 sft.	2
10	5B	Fifth	Developer	2486 sft.	897.20 sft.	2
				24860 sft.	**8972.00 sft.**	

Payments Chart

	BUA	UDS
Total Saleable area	24680 sft.	8972
Builder's Area	9625 sft.	3499.08
Owner's Built up Area	15055 sft.	5472.92

Sno.	Name of Owners	Eligible Built up Area as per ratio	Eligible UDS as per ratio	Flat Nos. Alloted	Actual Area of Allotted flats	Actual Allotted UDS	Amount Payable to builder by Owners	Amount Payable to Owner by Builder
1	P.B Santhanakrishnan	2136	776.47	2B	2468	897.20	₹ 39,37,000	-
2	P.B Sampath kumar	2136	776.47	4A	2468	897.20	₹ 39,37,000	-
3	Usha Suresh	2136	776.47	3B	2468	897.20	₹ 39,37,000	-
4	P.B. Srinivas	2136	776.47	4B	2468	897.20	₹ 39,37,000	-
5	S. Venkatesan	6511	2367.04	2A & 3A	4936	1794.40	-	₹ 2,35,62,500
		15055	**5472.92**		**14808**	**5383.2**		

For Bhaggyam Constructions Pvt Ltd

Director

1 4 Usha Suresh

2

5

3

ANNEXURE-II

Payment Schedule

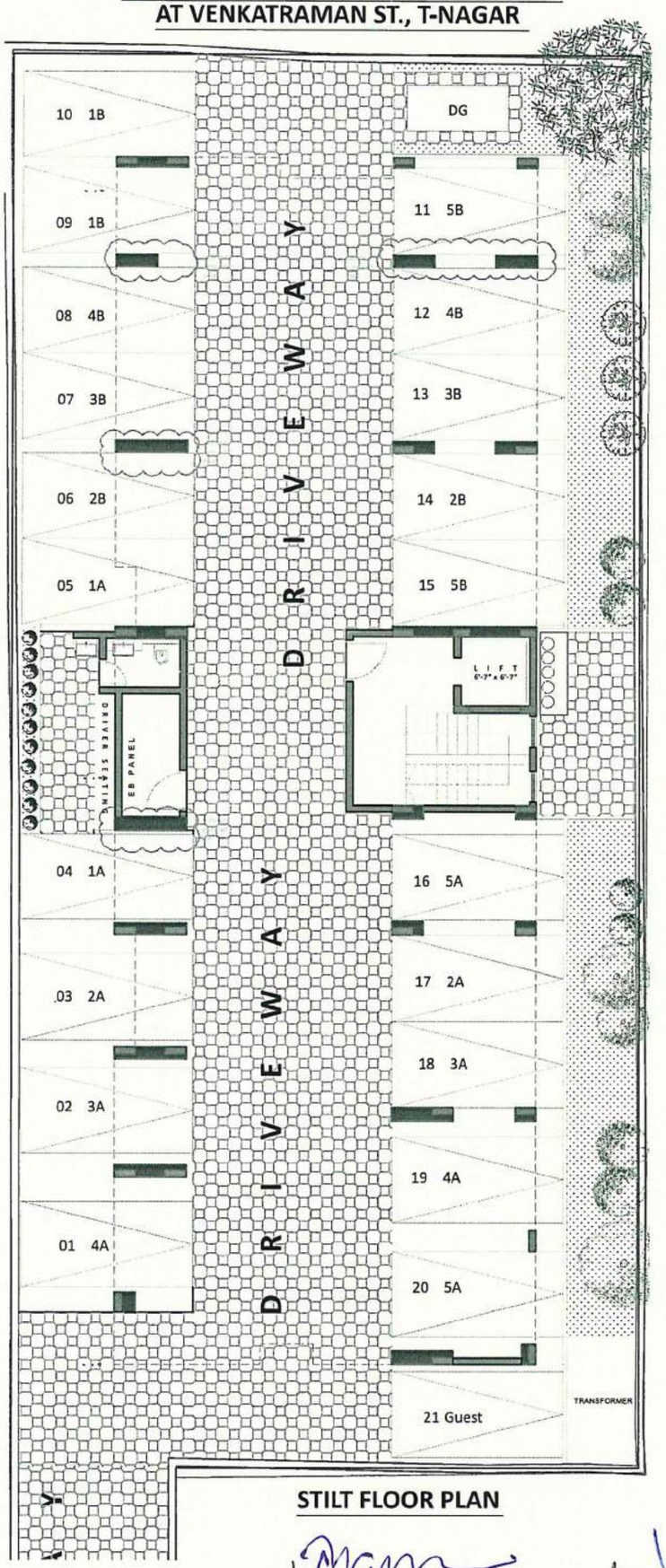
Payment Schedule for Land Owners 1-4 to Developer	Percentage	Amount
On completion of the respective roof slab	50%	₹ 19,68,500
On completion of internal partitioning & floor finishes	40%	₹ 15,74,800
On Handover	10%	₹ 3,93,700

Payment Schedule to Land Owner 5 by Developer	Percentage	Amount
On completion of framed structure	25%	₹ 58,90,625
On completion of blockwork	10%	₹ 23,56,250
On completion of floor finishes	20%	₹ 47,12,500
On obtaining the completion certificate	25%	₹ 58,90,625
On handing over	20%	₹ 47,12,500

For Bhaggyam Constructions Pvt Ltd

Director

PROPOSED G+5 RESIDENTIAL BUILDING
AT VENKATRAMAN ST., T-NAGAR

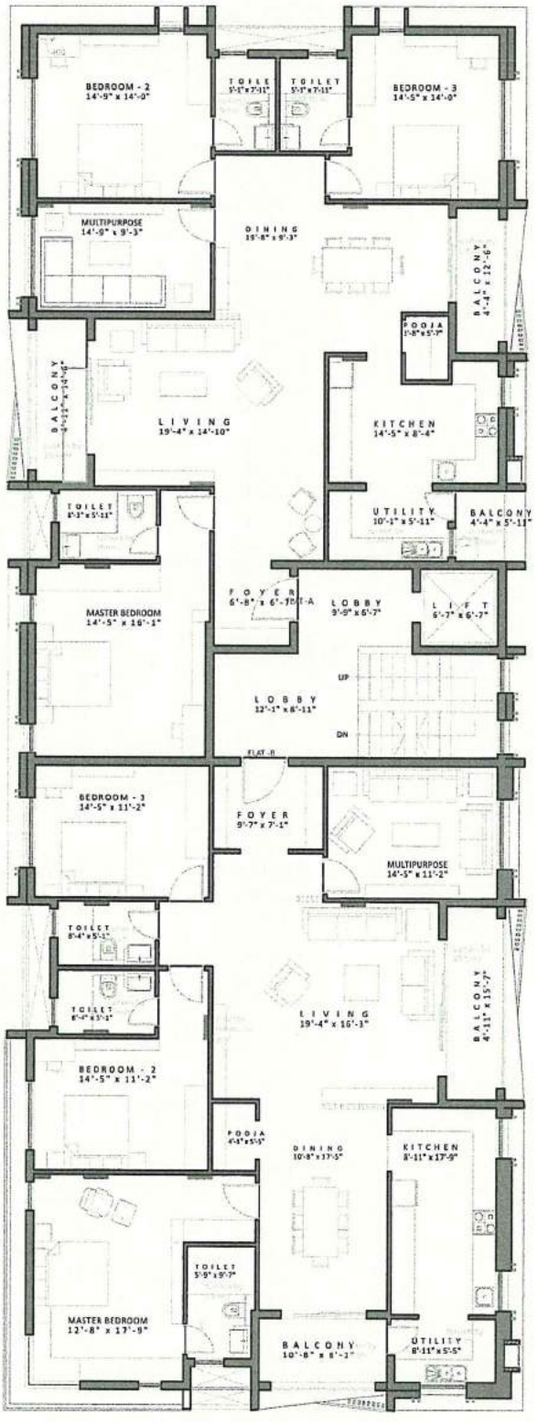


STILT FLOOR PLAN

For Bhaggyam Constructions Pvt Ltd

Director

PROPOSED G+5 RESIDENTIAL BUILDING
AT VENKATRAMAN ST., T-NAGAR



TYPICAL FLOOR PLAN
(1,2,3,4 & 5)

For Bhaggyam Constructions Pvt Ltd

Director

1 2 3 4 5



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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3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

hello@verified.realestate
+91 9996 12 9996
www.verified.realestate