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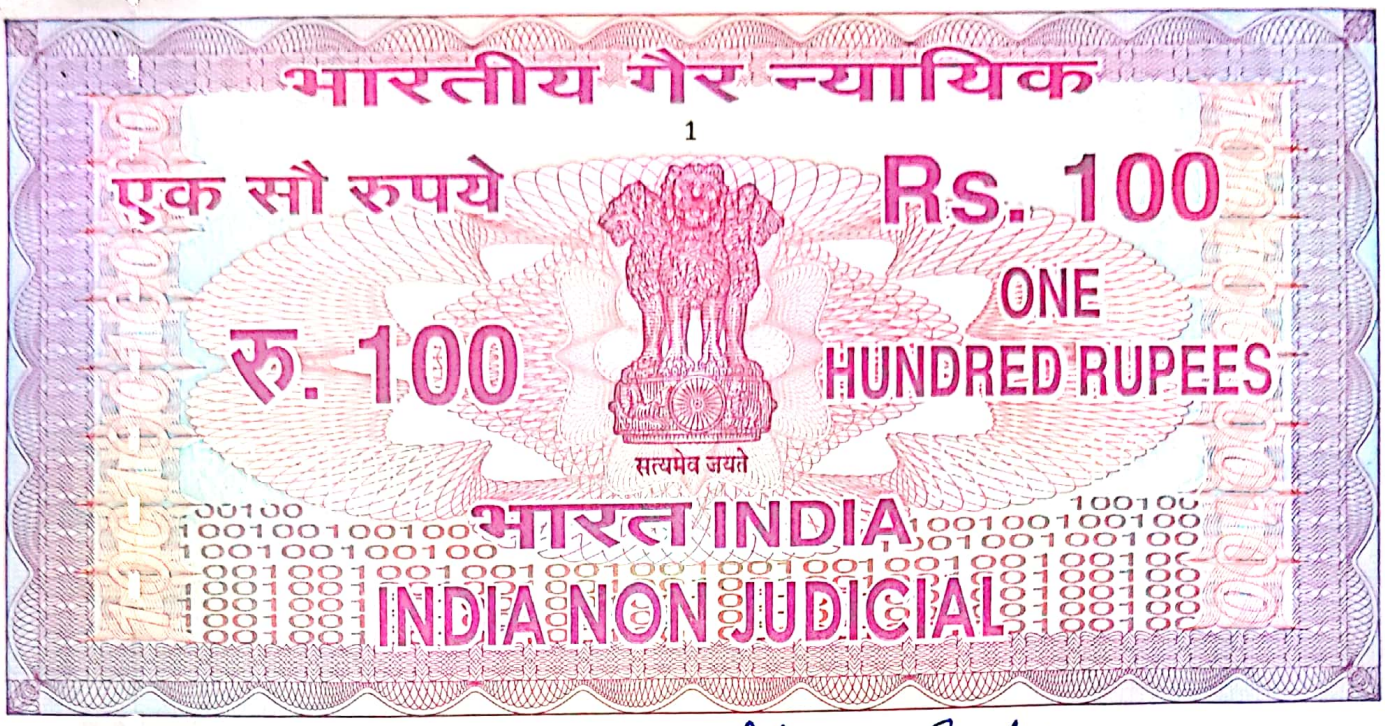
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தமிழ்நாடு तमिलनाडु TAMILNADU 26.10.2024 EM 042780

R. தயிவீகன்
V. சங்கரன்
ஒன்ன

P.சாவித்திரி,B.V
மு.டி.மு.கோர்ட்டு, கும்பகோணம்
L.No. 5/2000 போன்: 2443114
செல்: 94436 65649

SUPPLEMENTARY AGREEMENT TO THE

JOINT DEVELOPMENT AGREEMENT

THIS DEED OF supplementary agreement entered in to at Kumbakonamon this day of 28th October 2024 for the original Joint Development Agreement entered on 25th day of April 2024.

BETWEEN

1.Mr.R. DAIVEEKAN (AADHAR NO:506046221675, PAN NO:AAJPD22221) S/O, Late **Mr. T.S. RAMABADRAN,**aged about 81 years, residing at No. 63, 2nd H cross, Kammanahali, near Jal Vayu Vihar, Bangalore North, Bangalore-560084 and,

2. **Mr.V.SANKARAN(AADHAR NO: 332817745393,PAN NO: AAUPS8092G)** S/O, Late**Mr.S. VAIDYANATHAN** aged about 64 years, residing at No.253/3, 17TH Street, Ashtalakshmi Nagar, Alappakkam, Porur, Chennai – 600116, hereinafter called as the "**LAND OWNER**" on the ONE PART.

NOTARY AND N. RAJENDIRAN, M.A.,M.Ed.,B.L. CHENNAI Reg. No: 8117/2010 Expiry Dt. 05.07.2025 GOVERNMENT OF INDIA

1.

2.

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2.6.10.2024

EM 042782

R. தமிழிகன்
V. தமிகன்
சென்னை.

P.சாவித்திரி,S.V
கு.டி.மு.கோர்ட்டு, கும்பகோணம்
L.No. 5/2000 போன்: 2443114
செல்: 94436 65649

3. M/s. PACE INFRASTRUCTURE (PAN NO: AAUFPO217C), a Registered partnership Firm Duly Represented by its Managing partner, **Mr.R.BALASUBRAMANIAM, (AADHAR NO: 3322 6823 3484),** S/O, Late **Mr.B. RAMAMOORTHY,**Hindu aged about 57 Years,havingoffice at A-4,Shanthi Kunj Apartments,No.3/5,Gopalakrishna Road,T.Nagar,Chennai–600017,hereinafter called as the **"PROMOTER/DEVELOPERS"**on the "OTHER PART".

The terms **LAND OWNERS** and **PROMOTER/ DEVELOPER** shall mean and include wherever the context so requires and permits all their respective heirs legal representatives, executors, administrators and assigns;

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WHEREAS the **LANDOWNERS** and the **PROMOTER/DEVELOPERS** entered in to a Joint Development Agreement on 25th April 2024 and where as the **PROMOTER/DEVELOPERS** has/have obtained the Planning permit and Build permit from the competent authorities vide **PPA NO. SWP/BPA/285967/2024**for DCTP / and **SWP/DTCP/TNJ/KLPA/B.P.NO.64/2024**and now it is necessary to allot the respective share in the flats to be constructed among the **LANDOWNERS** and the **PROMOTER/DEVELOPERS.**

AND WHEREAS itis now necessary to enter into a supplementary deed to the joint Development Agreement, earlier entered on 25th April 2024 to continue with the same terms and conditions with additional details of allotment of flats with Flat no, Area, location and share of UDS land thereon.

NOW THIS DEED SUPPLEMENTARY DEED OF JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

Whereas the "LAND OWNERS" and the "PROMOTER/DEVELOPERS" entered into a Joint Development Agreement Dated25th April 2024,for the development of the Scheduled "A " mentioned property into residential apartments and agreed to share Flats area of 10,800 Sq.Ft. (12Twelve flats) **Built up Area together** WITH PROPORTIONATE UNDIVIDED SHARE IN THE property for the "LAND OWNERS" and 16,200Sq.ft .of**Built up Area together** with proportionate undivided share in the Property for the "PROMOTER/DEVELOPERS" and pursuant to the agreement "PROMOTER/DEVELOPERS" STARTED THE DEVELOPMENT OF THE property after obtaining the approvals of DTCP and Kumbakonam City Municipal Corporation.

Whereas the "LAND OWNERS" have already executed a Power of Attorney dated --- 25/04/2024registered as Doc. No. 2256/2024 of favour of the "DEVELOPER" with inter alia powers to put up construction over the Schedule mentioned property and to sell undivided share in respect of their share.

Whereas after obtaining the approval from the necessary authorities, the total built-up area (salable area)has been increased from the previousarea of 27000 sq. ft mentioned in theagreement to 28335 sq ft, Parties of this agreement have decided to share the excess area in proportionate to each of the party in the previous agreement.

Whereas in accordance with the terms of the said Agreement, the parties here in are desirous of place on record, the apartments (Built up areas) car parking areas allotted to their respective shares, more fully described in the schedules here under.

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. This agreement shall be read in continuation of the Joint Development Agreement dated 25/04/2024 and shall from part and parcel of the same transaction and except what is stated herein all other terms and conditions mentioned in the aforesaid agreement shall remain the same and in full force and effect.

2. The total builtup area details are given in Annexure – I

3. That by consent of both parties hereto it is specifically agreed that the apartments shown in the floor plans colored and described in the Schedule "D'&"E" to this Agreement together with proportionate undivided share, right, title and interest in the land in the schedule mentioned property to be allotted /shared by the **"LAND OWNERS"**

4. That the consent of both the parties hereto it is specifically agreed that the apartments shown in the floor plans colored and described in the Schedule "F" to this agreement together with proportionate undivided share, right, title and interest in the land in the schedule mentioned property to be allotted to the **PROMOTER/DEVELOPERS**.

5. That by virtue of the allotments as per the plans and the Schedule "D'&"E" in favor of the LAND OWNERS as above, the LAND OWNERS are entitled to own, possess and enjoy the same as the full and absolute owner with full powers of enjoyment and alienation and shall be entitled to sell or deal with the apartments together with proportionate undivided share, right, title and interest in the land in the schedule mentioned property in any manner they deem it fit, subject to the conditions stipulated herein and in the Joint Development Agreement dated 25TH day of April 2024.

6. That by virtue of the allotments as per the plans and in Schedule "F", in favor of the "PROMOTER/DEVELOPERS" and entitled to own, possess and enjoy the same as the full and absolute owner with full powers of enjoyment and alienation and shall be entitled to sell or deal with the apartments together with proportionate undivided share, right, title and interest in the land in the Schedule "A" mentioned property in any manner they deem it fit, subject to the conditions stipulated herein and in the Joint Development Agreement dated 25TH day of April 2024.

7. The LAND OWNERS and PROMOTER/DEVELOPERS herein shall be the absolute owners of the residential apartments allotted to their respective shares and consequently shall be entitled thereto and to all incomes, gains and benefits of all kinds and descriptions accruing, arising or following from or in relation thereto.

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8. In furtherance of the mutual agreement between the parties hereto the allotment of builtarea mentioned above are made in favor of the respective parties together with proportionate undivided right, title and interest in the land in the schedule mentioned property and proportionate rights amongst the parties in all common areas like corridors, staircases, common toilets and lobbies in the buildings in the schedule mentioned property.

9. The allotments of builtarea proportionate undivided share, right, title and interest in the land in the Schedule mentioned property made herein amongst the parties hereto shall be final and binding on the parties.

10. The **"LAND OWNERS"**undertake to apply for Property Tax assessment, electricity name transfer and all other mutations at their own cost for the share allocated to them.

11. All the 30 apartments of this residential building will get one covered card park each which is specifically ear-marked with the flat numbers.

12. In all other aspects, the terms and conditions mentioned in the Joint Development agreement dated 25TH day of April 2024 shall hold good.

SCHEDULE-A

(Lands to be developed)

Item 1

All that piece and parcel of the Land and old house Door No.3,Kasiraman street, Besant Road, Kumbakonam (As per TSLR Besant Road)bearing, comprised in OldT.S.No: 462, and New T.S.NO: 462/1C Patta from Certificate Extract from the TOWN SURVEY LAND REGISTER REF 2024/1053/21/000363 TR DT.21.01.2024, Block No. 16, situated at Kumbakonam Village, Kumbakonam Taluk, Thanjavur District measuring to an extent of 7094 Sq.Ft. and bounded on the;

North by :Property belongs to Mr.V.Sankaran in T.S.No.462/1C (Part)
South by :Municipal Sanitary Lane.
East by :kasiraman Street.
West by :Municipal Sanitary Lane.

Admeasuring

East to West on the Northern Side: 105' Feet,
East to West on the Southern Side: 122' Feet,
North to South on the Eastern Side : 63' Feet,
North to South on the Western Side : 61' Feet

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Totally measuring to an extent of 7094Sq.ft.,and as per TSLR 462/1C, 6430 Sq.ft. and there about together with an old house and situated within the Registration District of Thanjavur and Sub Registration District of Kumbakonam.

ITEM 2

All that piece and parcel of land with an old house bearing No.3, Kasiraman street, Besant Road, Kumbakonam , comprised in Old T.S. No. 462, New T.S.No 462/1C, **462/12** measuring to extent of 890 sq.ft and situated within the Registration District of Thanjavur and Sub Registration District of Kumbakonam. bounded on the

North by : Property belongs to Mr. V.Sankaran in T.S.No 465/3B21 vacant land

South by : Survey Noo 462/1C belongs to Mr R Daiveekan

East by : Kasiraman Street,

West by : Municipal Sanitary Lane,

Admeasuring

East to West on the Northern side : 104 4feet

East to West on the Southern side : 105 feet,

North to South on the Eastern side : 8 ½ feet

North to Soth on the Western side : 8 ½ feet

And in all measuring 890 sq.ft , are there abouts being vacant land.

ITEM 3

All that piece and parcel of land with an old house bearing N0.3, Kasiraman street, Besant Road, Kumbakonam , comprised in Old T.S. No. 465, New T.S.No 465/3B21, vacant land measuring to extent of 2561 sq.ft and situated with in the corporation limits of Kumbakonam and situated within the Registration District of Thanjavur and Sub Registration District of Kumbakonam. bounded on the

North by : T.S.No.465/3B14,

South by : Property in T.S.No.462/1C belongs to Mr V Sankaran

East by : Kasiraman Street,

West by : Municipal Sanitary Lane,

Admeasuring

East to West on the Northern side : 98 ¼ feet,

East to West on the Southern Side : 104 ¼ feet,

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North to South on the Eastern Side : 27 ½ feet,

North to South on the Western Side : 23 feet,

And all measuring to the extent of 2561 sq. ft and as per TSLR 2325 sq.ft are thereabouts being a vacant land.

SCHEDULE "B"

[Land retained by the LAND OWNERS]

3858 Sq.Ft. of the undivided share, right, title and interest in the land.

SCHEDULE"C"

[Land earmarked for the entitlement of the PROMOTER/DEVELOPERS]

5787 Sq.Ft. of the undivided share, right, title and interest in the land.

SCHEDULE "D"

(Built-up area entitle for the LAND OWNER) Mr.R.DAIVEEKAN.

7548Sq.Ft. Built up area out of the entire apartment building, to be constructed which inclusive of the share in the common built-up area. The location of the flat/constructed portions decided mutually and agreed that Eight Flats will be allotted to the Land owner Mr. R. DAIVEEKAN (i.e.) Four flats in the in Second Floor and another Four flats in the Fourth Floor.

SHARE ALLOTED TO LAND OWNER 1.

FLAT NO.	SALEABLE AREA (in Sq.Ft.)	UDS LAND AREA SQ.FT.
2A	1016	345
2B	937	319
2D	957	326
2F	924	315
4C	926	315
4D	957	326
4E	907	309
4F	924	315
TOTAL 8 FLATS	**7,548**	**2570**

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SCHEDULE "E"

(Built-up area entitle for the LAND OWNER) Mr.V.SANKARAN.

3786Sq.Ft. Built up area out of the entire apartment building, to be constructed which inclusive of the share in the common built-up area. The location of the flat/constructed portions decided mutually and agreed that Four Flats will be allotted to the Land owner Mr. V. SANKARAN(i.e.) Two flats inthe inSecond Floor and another Two flats in the Fourth Floor.

SHARE ALLOTED TO LAND OWNER 2.

FLAT NO.	SALEABLE AREA (in Sq.Ft.)	UDS LAND AREA SQ.FT.
2C	926	315
2E	907	309
4A	1016	345
4B	937	319
TOTAL 4 FLATS	**3786**	**1288**

SCHEDULE "F"

(Built-up area entitle for the PROMOTER/ DEVELOPER)

17,001 Sq.Ft.of the built up area out of the entire apartment building, to be constructed which will be inclusive of the share in the common area built up area.. The Flats to be constructed and allotted to the Promoter / Developers otherthan the area allotted to the land owners as per Schedule "D" and "E" above.

SHARE ALLOTED TO DEVELOPERS

FLAT NO.	SALEABLE AREA (in Sq.Ft.)	UDS LAND AREA SQ.FT.
1A	1016	345
1B	937	319
1C	926	315
1D	957	326
1E	907	309
1F	924	315
3A	1016	345
3B	937	319
3C	926	315
3D	957	326
3E	907	309

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3F	924	315
5A	1016	345
5B	937	319
5C	926	315
5D	957	326
5E	907	309
5F	924	315
TOTAL 18 FLATS	**17,001**	**5787**

ANNEXURE - I

TOTAL AREA STATEMENT

FLAT NO.	SALEABLE AREA (in Sq.Ft.)	UDS LAND AREA (in Sq.Ft)
1A	1016	345
1B	937	319
1C	926	315
1D	957	326
1E	907	309
1F	924	315
2A	1016	345
2B	937	319
2C	926	315
2D	957	326
2E	907	309
2F	924	315
3A	1016	345
3B	937	319
3C	926	315
3D	957	326
3E	907	309
3F	924	315
4A	1016	345
4B	937	319
4C	926	315
4D	957	326
4E	907	309

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4F	924	315
5A	1016	345
5B	937	319
5C	926	315
5D	957	326
5E	907	309
5F	924	315
Total Saleable Area	**28,335**	**9645**

Total area allotted to LAND OWNERS - 11,334Sq.Ft, out of 28,335 Sq.Ft

Total area allotted to PROMOTER / DEVELOPER - 17,001Sq.Ft.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNATURE ON THIS DAY OF FIRST ABOVE WRITTEN.

1.

2.

PROMOTER/DEVELOPER **LAND OWNERS**

WITNESS:-

1. V.SABARI S/O N. VENKATESAN
No.63/16, South Thandapani St,
T.Nagar, Ch-17.

2. G. SATHYANARYANAN S/O GOVINDHARAJAN
No: 154 Rayar Avenue,
Madurai Meenakshi Nagar,
Valasaravakkam, Ch-87.

NOTARY
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N. RAJENDIRAN, M.A.,M.Ed.,B.L.,
MS No: 1293/1991
ADVOCATE & NOTARY PUBLIC
GOVERNMENT OF INDIA
No. 1, Jothiramalingam II Cross Street
West Mambalam, Chennai - 600 033
Mobile : 98411 22650

28.10.2024.

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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 24.4.2024 DW 413904

R. DAIVEEKAN, BANGALORE

V. SANKARAN

CHENNAI

P. சுப்பிரமணியன், S.V
கும்பகோணம்
தமிழ்நாடு L.No.38
செல் : 94437 49184

TREASURY OFFICIAL MAYILADUTHURAI

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT ENTERED INTO AT KUMBAKONAM On this 25th day of April 2024

BETWEEN

1. Mr. **R. DAIVEEKAN** (AADHAARNO:5060 4622 1675, PAN NO: AAJPD2222L) S/o Late T.S.RAMABADRAN, aged about 81 years, residing at No.63, 2nd H cross, Kammana halli, Near Jal Vayu Vihar, Bangalore North, Bangalore - 560084,

Daiveekan

Sankaran

C. PANDIYAN, B.Sc., B.L., KUMBAKONAM NOTARY

2. Mr. **V. SANKARAN** (AADHAAR NO: -3328 1774 5393, PAN NO: AAUPS8092G S/o Late S.VAIDYANATHAN aged about 64 years, residing at 253/3,17thStreet, Ashtalakshmi Nagar,Alappakkam,Porur,Chennai -600116, hereinafter called as the **"LAND OWNERS"** on the ONE PART,

AND

M/s. **PACE INFRASTRUCTURE** (Pan No. AAUFP0217C), a Registered Partnership Firm Duly Represented by Its Managing Partner, **R. BALASUBRAMANIAM**(AADHAAR NO:332268233484), S/o Late B. RAMAMOORTHY, Hindu, aged about 57years, having office at A-4, Shanthi Kunj Apartments, No.3/5, Gopalakrishna Road, T.Nagar, Chennai 600 017, hereinafter called as the **"PROMOTER/DEVELOPERS"** on the OTHER PART";

The terms **LANDOWNERS** and **PROMOTER/DEVELOPERS** shall mean and include wherever the context so requires and permits all their respective heirs' legal representatives, executors, administrators, and assigns.

WHEREAS the **LANDOWNERS** are desirous of developing the **SCHEDULE-A** property by putting up a Stilt + 5 floors of residential building and have a approached the **PROMOTER/DEVELOPERS** herein and offered the **SCHEDULE -A** mentioned property for Joint Development and accordingly, the parties here in have decided to reduce down in writing the various terms agreed between and enter into this Joint development Agreement.

WHEREAS the **PROMOTER/DEVELOPERS** are the FLAT PROMOTERS having vast experience and resources, including skilled man power and materials required for the development of immoveable property and they have studied the commercial viability of the proposed development of the **SCHEDULE-A** mentioned property and accepted the offer of the **LAND OWNERS** and agrees to develop the **SCHEDULE- A** mentioned property by constructing apartment therein subject to the following terms and conditions;

C. PANDIYAN, B.Sc., B.L. KUMBAKONAM NOTARY

NOW THIS DEED OF JOINT DEVELOP AGREEMENT WITNESSETH AS FOLLOWS;

01. PROPERTY TO BE DEVELOPED;

ITEM 1.

All that piece and parcel of land with an old house bearing N0.3, Kasiraman street, Kumbakonam (As per TSLR Besant Road), land measuring **6430** Sq. Ft comprised in Old T.S. No. 462, New T.S.No 462/1C (Southern Side), Block No 16, situated at Kumbakonam Town, Kumbakonam Taluk, Tanjavur District, bounded on the north by Property allotted to Mr. V.SANKARAN in Part of T.S. No 462/1C and as per new survey number T.S. No 462/12, South by Municipal sanitary Lane, East by Kasiraman Street, West by Municipal Sanitary Lane, Admeasuring East to West on the Northern side 105 feet, East to West on the Southern side 122 feet, North to South on the Eastern side 63 feet, North to Soth on the Western side 61 feet, lying within the Registration Office of Tanjavur and Sub Registration District of Kumbakonam.

ITEM 2.

All that piece and parcel of land with an old house bearing N0.3, Kasiraman street, Kumbakonam (As per TSLR Besant Road), land measuring **890** Sq. Ft comprised in Old T.S.No 462/1C (Southern Side) New T.S. No 462/12, Block No 16, situated at Kumbakonam Town Kumbakonam Taluk, Tanjavur District, bounded on the north by Property allotted to Mr. V.SANKARAN in T.S.No 465/3B21, South by Property allotted to Mr.R.DAIVEEKAN in Part of T.S. No 462/1C, East by Kasiraman Street, West by Municipal Sanitary Lane, Admeasuring East to West on the Northern side 104 feet and 3 inches, East to West on the Southern side 105 feet, North to South on the Eastern side 8 feet and 6 inches, North to South on the Western side 8 feet and 6 inches, lying within the Registration District of Thanjavur and Sub Registration Office of Kumbakonam.

C. PANDIYAN, B.Sc., B.L., KUMBAKONAM. NOTARY

ITEM 3.

All that piece and parcel of land at Kasiraman Street, Kumbakonam, Besant Road, land measuring **2325** Sq.Ft., as per TSLR, 2325Sq.Ft., Comprised in OldT.S.No.465, New T.S.No.465/3B21, Block No.17, Ward 1, situated at Kumbakonam Town, Kumbakonam Taluk, Tanjavur District, bounded on the North by T.S.No.465/3B14, South by Property in Old T.S.No 462/1C ,New T.S.No.462/12, East by Kasiraman Street, West by Municipal Sanitary Lane, Admeasuring East to West on the Northern side 98 feet and 3 inches, East to West on the Southern Side 104 Feet and 3 inches, North to South on the Eastern Side 27 ½ feet, North to South on the Western Side 23 feet, lying within the Registration District of Thanjavur and the Sub Registration Office of Kumbakonam.

Totally measuring to an extent of **9645** sq.ft or there abouts and more fully described in **SCHEDULE-A** hereto,

02. SECURTIY DEPOSIT AND RENT;

i) WHEREAS the **PROMOTER/ DEVELOPER** shall pay Rs.25,00,000/ (Twenty Five Lakhs only) as an advance in the following manner as security deposit to the **LANDOWNERS** which bears no interest, to be adjusted in the future sale of land or to be returned on completion of this project.

a) DD Number 132477 dated 24.04.2024 of Axis Bank, Chennai 600017 in favour of R.Daiveekan for an amount of Rs 16,66,667/-

b) DD Number 132476 dated 24.04.2024 of Axis Bank, Chennai 600017 in favour of V. Sankaran for an amount of Rs. 8,33,333/-.

ii) Whereas the **PROMOTER/DEVELOPERS** shall pay a monthly Rent to Landowners Rs.25,000/- per month from the date of vacating the premises till handing over the **LANDOWNERS** share of 12 apartments.

03. PROPOSED CONSTRUCTION;

The LANDOWNERS entrust the development of **SCHEDULE- A** mentioned property to the PROMOTER/DEVELOPERS who agreed to develop the said property by constructing a Residential Apartment building consisting of 30(Thirty) dwelling Units as per the building plan agreed between them after obtaining approved building plan from the DTCP / Local Body.

C. PANDIYAN, B.Sc., B.L., KUMBAKONAM, NOTARY

04. SHARING OF CONSTRUCTED AREA AND THE LAND;

1. As against the total Built-up plinth area to be constructed in of the **SCHEDULE-A** mentioned property, the PROMOTER/DEVELOPERS is entitled to have **16,200** sq.ft (18 apartments) approximately being constructed together with a Undivided Share of land, right, title and interest admeasuring **5787**sq.ft over the **SCHEDULE-A** mentioned property and rest of the car parks after allotting the LAND OWNER'S share of car parks.The entitlement of the PROMOTER/DEVELOPER'S share over the land and the proposed apartments are more fully described as **SCHEDULE-C and & SCHEDULE-E** respectively hereunder.
2. The LAND OWNERS are entitled to **10,800** Sq.ft (12 apartments) approximately of the built up plinth area to be constructed in the **SCHEDULE-A** mentioned property with **one covered card park for each apartment,** including proportionate common built up area, and the same has been described as **SCHEDULE-D** here under.
3. The LANDOWNERS are entitled to retain **3858** Sq. ft (approximately) of the undivided share of land over the **SCHEDULE-A** mentioned property proportionate to their entitlement of the built-up area / flats.
4. The location of the flat earmarked for the LANDOWNERS and PROMOTER/DEVELOPERS will be decided after getting plan approval and a separate schedule will be made at that time.

05. OBLIGATIONS,DUTIES,LIABLITIES AND ENTITLEMENT OF THE LAND OWNERS:

1. The LANDOWNERS hereby declare that they are the absolute owners of the **SCHEDULE-A** mentioned property and they have full and absolute power to enter into this development agreement with the PROMOTER/DEVELOPERS.
2. The LANDOWNERS agree to sell **5787** Sq.ft. Approximately of undivided share of land, being the entitlement of the PROMOTER/DEVELOPER over the SCHEDULE-A mentioned land as per this agreement, either in favour of the PROMOTER/DEVELOPER or their nominees.

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3. The LANDOWNERS shall and covenant to indemnify the PROMOTER/ DEVELOPER against all the actions, claims, proceedings, cost, damages, loss, inclusive of loss arose to this project investment and expenses which may be brought against the PROMOTER/DEVELOPERS by any other person/s claiming any rights, interest or title over the property described in of the **SCHEDULE-A** here under.
4. The LANDOWNERS on their own shall settle all the legal disputes, if any raised in future relating to of the Schedule mentioned lands, at their own expenses.
5. The LANDOWNERS herein agreed to execute a deed of General Power Of Attorney in favour of the PROMOTER/DEVELOPERS granting him power to obtain necessary demolition and reconstruction approval plan for the purpose of construction of apartment building, and to obtain necessary connection for the Electricity, water etc., of the **SCHEDULE-A** mentioned property. The deed of General Power of Attorney will also be granted with a power to sell the PROMOTER/DEVELOPERS 'S entitlement of **5,787** Sq. ft. of the Undivided Share of Land together with building over the **SCHEDULE-A** mentioned property and as referred in the **SCHEDULE -C & SCHEDULE-E** hereunder.
6. The LANDOWNERS on this day agree to produce the original title deed pertaining to the **SCHEDULE-A** mentioned property to the PROMOTER/DEVELOPERS as and when required for any inspection of the originals to the intending purchasers of the Flat/s and obtain legal opinion from their Advocate and to any statutory authorities.
7. The LANDOWNERS on this day handed over the vacant possession of the **SCHEDULE-A** mentioned property to the PROMOTER/DEVELOPERS and enabling them to commence the development work in the said property as per this agreement.
8. LANDOWNERS shall pay the statutory dues and demands if any in respect of the **SCHEDULE-A** mentioned property until date of this agreement.
9. The LANDOWNERS are entitled to inspect the proposed construction work of the apartment at all reasonable times.
10. The LANDOWNERS shall co-operate with the PROMOTER/DEVELOPER in all aspects of construction of the apartment building and the LANDOWNERS shall not interfere with the Builder's work in the **SCHEDULE-A** mentioned property.

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11. The LANDOWNERS shall enjoy the proposed flats, entitled to their share as per this agreement, along with the other co-owners of the of the flat according to normal practice, conventions, restrictions, and obligations that are common to the system of "Ownership of Flats."
12. The LANDOWNERS shall not encumber the **SCHEDULE-A** mentioned property during the existence of this agreement.
13. The LANDOWNERS covenant with the PROMOTER/DEVELOPERS that they will not cancel the GENERAL POWER OF ATTORNEY Deed to be executed in favour of the Builder, until the PROMOTER/DEVELOPERS sells their entitlement of share and completion of project work in of the **SCHEDULE-A** mentioned land.
14. The LANDOWNERS shall not enter into any Development agreement or arrangement in respect of the **SCHEDULE-A** mentioned property with any other third parties.
15. The LANDOWNERS shall meet out the applicable GST out of the total sale consideration received by them, and this amount shall be settled at the time of registration and handing over of the flats allotted to the LAND OWNERS.

06. OBLIGATIONS, DUTIES, LIABILITIES AND ENTITLEMENT OF THE PROMOTER/DEVELOPERS.

1. The PROMOTER/DEVELOPERS shall construct apartment in the **SCHEDULE-A** mentioned land as per the building plan agreed between parties herein. The PROMOTER/DEVELOPERS shall take all steps diligently and with due respect, for the construction of the apartment including the following:
   a. To obtain all the necessary permissions that is required at their own cost from the Government, Corporation, and other local authorities.
   b. Except as otherwise stated arrange at their own responsibility and cost all the finance required to meet the cost of obtaining all permits & licenses and approval, and for construction and other expenses.
   c. The PROMOTER/ DEVELOPER shall be at liberty to choose, select, engage, and terminate the services of any Architects, Engineers, Suppliers of Goods, laborers etc., while executing the project work.

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d. The PROMOTER/DEVELOPERS is entitled to decide the Architects design and outer color Scheme of the proposed apartment.

e. To Comply with all laws and regulations prescribed by or under the authority of Government or local authority and terms and conditions of all permissions and approvals of such authorities in connection with all matters including the development and construction of the apartment.

f. To Keep the LANDOWNERS fully indemnified against all consequences of all acts of commission or omission on the PROMOTER/DEVELOPERS part.

g. To complete construction of the apartment in all aspects as per the specification mentioned in this agreement.

2. The PROMOTER/DEVELOPER shall be entitled to determine the sale consideration of undivided share of land in respect of their share out of the **SCHEDULE-A** mentioned lands and as well as the cost of the flat to be constructed there on at their own discretion.
3. The PROMOTER/DEVELOPER shall be entitled to receive any advance or balance sale consideration from the intending purchaser of the flat in respect of their share.
4. The PROMOTER/DEVELOPER also entitled to enter into agreements, only in respect of their share, with third party purchasers, who are desirous to purchase the proposed flat together with proportionate share of undivided share of land in the **SCHEDULE-A** mentioned property.
5. The PROMOTER/DEVELOPERS is entitled to make advertisement in magazines, newspapers, and display boards in of the **SCHEDULE-A** mentioned property in respect of their proposed project work.
6. As the Principal employer, the PROMOTER/DEVELOPER shall pay and discharge the wages of workmen and salaries of other personnel to be employed by the PROMOTER/DEVELOPERS or their sub-contractors for the purpose of carrying out the construction of the apartment.
7. The PROMOTER/DEVELOPER hereby indemnifies and agrees to keep indemnified the LANDOWNERS against any claim, loss or damage that maybe suffered by the LANDOWNERS on account of any person making any claim for default to of any of the undertakings or obligations given under this clause or any other clause or clauses of these presents.

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8. The PROMOTER/DEVELOPER shall bear and pay all the fees, incidental expenses and other charges of the ARCHITECTS, STRUCTURAL ENGINEERS and RCC Specialists / Consultants and any other personnel and hereby agreed to indemnify and keep indemnified the LAND OWNERS against any claim made by them and / or any loss or damage that may be suffered by the LAND OWNERS on account of any of the aforesaid persons making any claim for default or any of the undertakings or obligations given by the PROMOTER/DEVELOPERS in the respect.
9. It will be the sole responsibility of the PROMOTER/DEVELOPERS to procure all materials including cement and steel required for the construction of the apartment and for their safe storage and custody at the **SCHEDULE-A** property.
10. The PROMOTER/DEVELOPERS will bear all the money and deposits required for approval of the building plans developments charges etc., in respect of the proposed apartment building.
11. The PROMOTER/DEVELOPERS shall complete the construction of the proposed building within 24 Months from the date of obtaining approved building plan from the DTCP / Local Bodies in the following manner. However, if any deviation in completing the work as stated here due to unavoidable situation, the same has to be adjusted in the subsequent period and should complete the construction within 24 months.
    - To complete the Basement/ Foundation within 90 days from the date of Approval.
    - To Complete Stilt floor roof concrete within 135 days from the date of Approval.
    - To Complete First floor roof concrete within 180 days from the date of Approval.
    - To Complete Second floor roof concrete within 225 days from the date of Approval.
    - To Complete Third floor roof concrete within 260 days from the date of Approval.
    - To Complete Fourth floor roof concrete within 305 days from the date of Approval.

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- To Complete Fifth floor roof concrete within 350days from the date of Approval.
- To Complete the brickwork, plastering, plumbing, electrical, painting and flooring within 22 months from the date of Approval.

To Complete all finishing works including compound wall and lift work within 24 months from the date of approval.

12. The PROMOTER/DEVELOPERS shall not incur any liability if they are unable to deliver possession of the constructed Flat on the day agreed, due to any un foreseen circumstances or due to natural calamities, Pandemic or any lock down etc., or any delay that may be caused due to the non-availability of any essential material like cement, steel, sand etc., and such period of delay will not be taken into account for the completion period referred in this agreement.
13. The PROMOTER/DEVELOPERS hereby warrants that the construction of the apartment buildings in the **SCHEDULE-A** mentioned land will be completed in every aspect in accordance with the provisions of these presents and free from all or any defects. If any defect is observed in the apartment by the LAND OWNERS within period of 12 Months (herein referred to as defects liability period) from the date of obtaining possession of the flats, the same shall be notified in writing by the LAND OWNERS to the and the PROMOTER/DEVELOPERS shall forth with and without delay rectify and make good such defects at their own cost and expense.
14. The PROMOTER/DEVELOPERS shall take out workmen insurance/third party liability insurance and all other kinds of insurance during the period of construction and in any event indemnify and keep indemnified the LANDOWNERS against any claim whatsoever as enumerated below.

a. Any claims of any workmen for workmen's compensation due to injury or any other cause in the course of employment.
b. Any claim of any third party for injury or loss of life connected in any way to the construction of the proposed Residential Apartment Building, including claims from neighboring buildings and building owners for damage to their person or property.

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c. Any claim/demand from statutory authorities for contribution/payment to ESI, Provident Fund, gratuity etc., in respect of any workmen employed either directly or indirectly by the Developer for the proposed Residential Apartment Building.

d. Any claim from workmen employed either directly or indirectly by the Developer for the proposed Residential Apartment Building towards retrenchment compensation, non-employment etc.

e. Any claims /demands from other statutory authorities such as the DTCP, Pollution Control Board, Water Supply and Sewage Board, Electricity Board, telephones connected with any damages arising out of the proposed construction and / or deviation from statutory rule / approvals.

08. NAME OF THE APARTMENT.

The Name of APARTMENT to be constructed in the **SCHEDULE-A** mentioned property shall be decided later.

09. DEFAULT CLAUSE.

1. In case of default on the part of the LANDOWNERS to fulfil any of the obligations undertaken under this Agreement within the time stipulated, then the PROMOTER/DEVELOPERSS are entitled to claim damages sustained by them. Besides, the PROMOTER/DEVELOPERSS are also entitled to specific performance of this agreement.
2. In case of default on the part of the party of the PROMOTER/ DEVELOPER to fulfill its obligations under this Agreement within the stipulated time, then the LANDOWNERS will be entitled to claim damages sustained by him.
3. Time is the essence of this agreement, if the PROMOTER/DEVELOPERS does not complete the project within the stipulated time mentioned in this agreement, they will be given an additional 6 months as grace period to complete the project. If they still not able to complete even after the grace period, PROMOTER/DEVELOPERS has to pay a monthly rent of Rs5/- per square foot for the LANDOWNERS share of 10,800 square feet every month till the project is completed and the apartments are handed over to the LANDOWNERS.

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10. GENERAL CLAUSES;

1. The expenses incurred for the maintenance of the common amenities as well as repair charges (including elevator) shall be shared by all the occupants of the flats.
2. An ASSOCIATION OF FLAT OWNERS may be formed to take care of the maintenance of the common amenities at the time of completion of the project.
3. THE LANDOWNERS and PROMOTER/DEVELOPER shall not be entitled to claim any excess area under any circumstances.
4. Both the parties assure full co-operation to each other for smooth completion of the project in time.
5. Assessment to tax of the completed flat shall be the responsibility of the LANDOWNERS in respect of the built-up area / Flats allotted to them and the PROMOTER/DEVELOPERS will not be responsible for the same.
6. Both parties hereby agreed to execute deeds, supplement agreement, undertaking and codicil for the effective implementation of this Joint development agreement.
7. The Agreement shall be Subject to the Jurisdiction of Limits of Chennai and subject to all statute laws in the present and in future applicable for the Joint Development of property in the State.

SCHEDULE-A

(Lands to be Developed)

Item 1

All that piece and parcel of land with an old house bearing N0.3, Kasiraman street, Besant Road, Kumbakonam (As per TSLR Besant Road)., comprised in Old T.S. No. 462, New T.S.No 462/1C, Patta from Certificate Extract from the TOWN SURVEY LAND REGISTER REF 2024/1053/21/000363 TR DT. 21-01-2024., Block No 16, situated at Kumbakonam Village, Kumbakonam Taluk, Tanjavur District, bounded on the

North by : Property belongs to Mr. V.Sankaran in T.S.No 462/1C (part)
South by : Municipal sanitary Lane,
East by : Kasiraman Street,
West by : Municipal Sanitary Lane,

Admeasuring

East to West on the Northern side : 105 feet
East to West on the Southern side : 122 feet,
North to South on the Eastern side : 63 feet

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North to Soth on the Western side : 61 feet

All measuring 7094 sq.ft , and as per TSLR 462/1C 6430 sq.ft and there abouts together with an old house and situated within the Registration District of Thanjavur and Sub Registration District of Kumbakonam.

ITEM 2

All that piece and parcel of land with an old house bearing No.3, Kasiraman street, Besant Road, Kumbakonam , comprised in Old T.S. No. 462, New T.S.No 462/1C, **462/12** measuring to extent of 890 sq.ft and situated within the Registration District of Thanjavur and Sub Registration District of Kumbakonam.bounded on the

North by : Property belongs to Mr. V.Sankaran in T.S.No 465/3B21 vacant land

South by : Survey Noo 462/1C belongs to Mr R Daiveekan

East by : Kasiraman Street,

West by : Municipal Sanitary Lane,

Admeasuring

East to West on the Northern side : 104 4feet

East to West on the Southern side : 105 feet,

North to South on the Eastern side : 8 ½ feet

North to Soth on the Western side : 8 ½ feet

And in all measuring 890 sq.ft , are there abouts being vacant land.

ITEM 3

All that piece and parcel of land with an old house bearing N0.3, Kasiraman street, Besant Road, Kumbakonam , comprised in Old T.S. No. 465, New T.S.No 465/3B21, vacant land measuring to extent of 2561 sq.ft and situated with in the corporation limits of Kumbakonam and situated within the Registration District of Thanjavur and Sub Registration District of Kumbakonam.bounded on the

North by : T.S.No.465/3B14,

South by : Property in T.S.No.462/1C belongs to Mr V Sankaran

East by : Kasiraman Street,

West by : Municipal Sanitary Lane,

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Admeasuring

East to West on the Northern side	:	98 ¼ feet,
East to West on the Southern Side	:	104 ¼ feet,
North to South on the Eastern Side	:	27 ½ feet,
North to South on the Western Side	:	23 feet,

And all measuring to the extent of 2561 sq. ft and as per TSLR 2325 sq.ft are thereabouts being a vacant land.

SCHEDULE -B

(Land retained by the LANDOWNERS)

3858 SQ. FT of the undivided share, right, title and interest in the **SCHEDULE-A** land.

SCHEDULE-C

(Land remarked for the entitlement of the PROMOTER/DEVELOPERS)

5787 SQ.FT. of the undivided share, right, title and interest in the SCHEDULE-A land.

SCHEDULE-D

(Built-up area entitled for the LANDOWNERS)

10,800 Sq. ft of the built-up area out of the entire apartment building, to be constructed in of **SCHEDULE-A** mentioned land with a **covered car park** for each apartment, which inclusive of the share in the common built-up area. The location of the flat / constructed portions decided mutually and agreed that 12 FLATS (Twelve Flats) will be allotted to the LANDOWNERS as detailed below.

a. 10,800 sq.ft of built up area out of entire apartment building which is about 12 apartments of 900 sq,ft each and one covered car park for each apartment totaling 12 car parks.
b. One in the in First Floor and another one in the Second Floor, road facing and the balance10 flats allotment will be decided mutually. GST and Registration charges if any will be borne by LANDOWNERS for their respective shares. LANDOWNERS will share 12 Flats among them as under.
   i) Mr. R. DAIVEEKAN - 8 Flats and 8 Car Parks.
   ii) Mr. V. SANKARAN - 4 Flats and 4 Car Parks.

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ANNEXURE-I

Specifications for the Proposed Construction of Residential flats as per this Joint Venture agreement.

S.NO	NATURE OF WORK	
1	FOUNDATION	R.C.C. 1:1½:3 Column footing over P.C.C1:4:8 as per plan & design of structural Engineer.
		Column size of 9"x18",0'9"X0'9"stub column with necessary Steel re inforcement as per design of the Structural Engineer.
		All R.C.C concrete in C.C1:1½:3
2	BASEMENT	Height of basements 3" above existing road level with necessary earth filling, for quarry dust filling 4" thick," M" sand filling 2" thick and laying P.C.C 1:4"8 using 40 mm jelly for flooring, steps with brick work in C.M1:4
3	STILTFLOOR	Car Park will be 8'6"from the finished floor level (Beam bottom) and Top of the Stilt floor roof slab10'0"
		Car park area will be Quality paving blocks
		The cost of the paving estimated atRs.50/-per sft.
		Building outside area will be paved suitably / Grano flooring.
4	SUPERSTRUCTURE	First floor, Second floor and Third floor, Roof height Clear 9'6" and Top of the Roof slab 10'0".
		Roof beam roof slab is asper design; Minimum depth of beam is 10",15"or18"Minimum depth of slab is-5"
		9"AAC Blocks work in C.M 1:5, @ exterior around as per plan.
		Internal partition with 4" AAC Blocks work in C.M 1:4 as per plan.(Except Toilet Walls)
		In between Flats 9" Fly–Ash Brick Work in C.M. 1:6 as per plan
		Toilet walls with 4.5" Fly–Ash Brick Work in C.M. 1:6 as per plan
		A Through lintel @ height of 7'0" Main wall & Partition Wall in all floors

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		Ceiling plastering in C.M 1:3, 12 mm thick and Internal & external wall plastering with C.M 1:4:12 mm thick
		R.C.C loft where ever required will be provided at required of the Allottee
		Parapet wall with 9" thick Fly ash brick work in C.M1:5 up to height of 3'6" height
5	FLOORING	Hall-2'0"x2'0"Vitrified tiles with 4" Skirting @ basic rate of Rs.50.00/-S. ft.
		Bed & kitchen – 2'x2' Vitrified tiles with 4" Skirting @ basic rate of Rs.50.00/- sq. ft.
		Toilet service wall tiles 12"x18" Ceramic tiles @ basic rate of Rs.50.00/- sq. ft. (Up to Top of ventilator level)
		Toilet flooring 12"x12" antiskid @ basic rate of Rs50.00/- sft
		Kitchen wall tiles above granite 12"x18" up to 2'0" height @ basic rate of Rs.50.00/- sft
6	FLOORINGFOR STEPS AND SERAND STAIR-CASE	Kota stones for staircase Steps & riser & landing
		Hand railing staircase will be made of Stainless Steel.
7	DOORWINDOWS (7feetheight)	Main entrance door with first quality teak wood frames 5"x3"with Kana teak shutters 35mmthick with brass coated 9Levers ACME Lock, brass tower bolt, brass hinges, door stopper with bush. (Tolerance in thickness up to 7 mm both side) Main Door Size : 3'6" x7'0"
		Other bed room door with Padak frames 4" x 2½" with readymade skin door 35mm thick with Powder coated 6lever acme lock, powder coated Hinges, Tower bolt and door stopper with bush.(BedRoomdoorSize:3'0"x7'0")
		Toilet door with Padak/water proof wood plastic frames 4" x 2½" with readymade epoxy coated door 35 mm with Aluminum baby latch, Aluminum Handle, Aluminum hinges with screw of one side. (Toilet, & Balcony Door Size:2'6" x7'0")

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		French Door with Padak frames 5"x 3" shutters are 4"x3" of center 3 feet Openable door type and both sides of end1'6" fixed. (Tolerance in thickness up to 7mm both side) French Door Size:6' x7'0"
		UPVC Window profile for using Windows and Ventilators.
		All doors' frames will be of 7 feet height and windows in the Hall, French windows will be of 7 feet height and Other Bed room windows, Kitchen will be7feet.
8	PAINTINGS	Painting with two coats of Asian or Equivalent emulsion paint over two coat of Putty and one coat of wall Primer for inside walls.
		Ceiling will be painted with two coats of Asian or Equivalent White over one coat of white primer.
		Door and windows will be painted with two coats of Asian or Equivalent synthetic enamel paint over with one coat of primer and putty with chalk powder
		Exterior walls will be painted with two coats of Asian or Equivalent exterior emulsion paint over one coat of primer
		Grill painting will be two coats of Asian or Equivalent synthetic enamel painting.
		All R.C.C work with TMT bars of Fe-500 except 6mm M.S rods
9	METALWORK	M.S grill for window with 12 mm sq rod and around covered with1"x1/4" Ms flat
10	WEATHER-INGCOURSE	Weathering course with Bio-Lite and Chips flooring in 3" thick average for proper Slope.
		Laying White Tiles in cm 1:4 and Pointing with Water-proof Compound. Cost of Tiles Rs.50/-per Tile.
		Water proofing will be done with quality applicators with Dr. Fixit materials.
	KITCHEN	Kitchen plat form in R.C.C1:2:4 for 2'0" width up to12'0" lengths only.
		Top of Kitchen Plat form with G20 block granite 2'0" width upto12'0" length only.

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11		Prince make single bowl stainless-steel sink 24" x 18" x 8"
		Kitchen wall tiles 2'0" height up to14'0" length only
12	ELECTRICALWORK: -	Wiring will be of concealed type (power flex make) with ISI copper wire and quality modular Switches or Equivalent.
		Electrical points
	Hall	Fan point – 2 No, light point – 4 no, 5A plug point – 4 No, 15 A point 1No, Telephone Point – 1 No TV point – 1no calling bellpoint1No
	Bedroom	Fan point–1, Light point-2-5 A plug Point– 1, Night lamp-provision1 no two way Switch control, A/C Provision-1No
	Kitchen	Fan point–1 No light point– 2No, 5A plug Point–2no, Grinder point– Mixer point–1No, Aqua Guard–1No, Exhaust fan point –1No
	Dining	Fan point-1No, light point 2No,5A plug point-2 No,15 A plug 1No
	Toilet	Light point1No,5A plug point–1No
	Car Portico	Light Point–2No, Fan point–1No, 5Am plug point– 1no
13	WATER SUPPLY AND SANITARY	Overhead tank 12,000 (9,000 liters Borewell+3,000 liters metro water) capacity in R.C.C. Wall with R.C.C slab–1No.
		CPVC pipe for concealed and UPVC pipe open type for water line pipe / waste / line connections.
		Man hole chamber with brick work a cover slab and connect to Sewerage line with PVC pipe 6kg / sq.cm
		All Bathrooms Accessories will be of Parry ware or Equivalent wall Mounted closet with flush tank.
		All Bathroom fittings make parry ware DICE model or Equivalent in ISI.
14	MATERIAL USED	1.Cement 53 grade / 43 grade of reputed company
		2.Steel TMT of approved company
15	WATER PROOFING / PEST CONTROL	Pest control treatment in all levels of constructions.
		Water proofing done @ Toilet Sunken floors.
16	SUMP	15,000 Lts

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17	RWH	Where ever if necessary, will be done with slotted PVC pipe at regular intervals.
18	COMMONAMENI-TIES	Six Person Automatic Lift, Individual Covered Car Park, CCTV Camera installation, Solar Water Heater Line for 1 Bath Room only, Gen set provision for Lights in the common area and partly to the apartments, Common Toilet in the Stilt floor, Common lighting with Compound Wall around the Campus, Common Notice Board, Residence Name Board and Post Box.
19	ADDITIONAL WORK AT EXTRACOST	Woodwork, Interior Decoration, false ceiling, Kitchen platform extension work including Granite and Tiles, Any Addition or Alteration work, Masonry Cup-board work in Rooms, All Electrical fittings Light, Fan, Fancy Fitting, AC, Geyser, Towel rod, Soap Tray, Mirror and Mosquito Netlon Work.

STATE GOVT. OF TAMILNADU, INDIA NOTARY C.PANDIYAN B.Sc., B.L. M.S.No: 140/2021 KUMBAKONAM

C. Pandiyan
25.4.2024

C.PANDIYAN, B.SC., B.L.
Advocate & Notary
G.o.(MS) No : 140 | 2021
2/128-D. Melalayan street
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