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5/4/25

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமிலநாடு TAMILNADU

DK 649454

DRA AADITHYA SOUTH CITY PROJECTS PVT LTD
28 DEC 2024

M. KAILASH CHANI
STAMP VENDOR - L.No.11727/C/9
Saidapet, Chennai-15. ☎: 934017;

This Stamp Paper forms part and parcel of Joint Development Agreement dated 07-04-2025 executed between M/s.DRA Aadithya South City Projects Pvt Ltd and Mr.S.G.Gopinath, Mrs.S.G.Beena & Mrs.Rohini Gopinath.

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

MANAGING DIRECTOR

1 S.G.Gopinath

2 S.G.Beena

3 Rohini Gopinath

भारतीय गैर न्यायिक

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DRA AADITHYA SOUTH CITY PROJECTS PVT LTD

DK 649451

M. KAILASH CHAND
STAMP VENDOR - L.No.11727/C/91
Saidapet, Chennai-15. ✆: 98401730

# JOINT DEVELOPMENT AGREEMENT

**THIS JOINT DEVELOPMENT AGREEMENT** is made at Chennai, on this the **07th Day of APRIL, 2025**

**BETWEEN**

**(1). Mr.S.G.Gopinath,** *[Pan : AAMPS8027K], [Aadhar No.6146 3437 0129],* son of Mr.S.P.Govindarajulu, aged about 74 years, residing at New No.29, Old No.16, Arundale Beach Road, Kalakshetra Colony, Chennai – 600 090.

**(2). Mrs.S.G.BEENA,** *[Pan : AAEPB1320J], [Aadhar No.9860 0699 3389],* Wife of Mr.S.G.Gopinath, aged about 71 years, presently residing at Old No.16, New No.29, Arundale Beach Road, Kalakshetra Colony, Besant Nagar, Chennai – 600 090.

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**(3). Mrs.ROHINI GOPINATH,** *[Pan: ADVPG7377G], [Aadhar No.9720 1829 6540],* daughter of Mr.S.G.Gopinath, aged about 49 years, presently residing at Old No.16, New No.29, Arundale Beach Road, Kalakshetra Colony, Besant Nagar, Chennai – 600 090, hereinafter collectively referred to as the **"LAND OWNERS"** which term shall mean and include their representatives, heirs, administrators, agents, nominees, executors and assigns of the **ONE PART;**

**AND**

**M/s DRA AADITHYA SOUTH CITY PROJECTS PRIVATE LIMITED** *[PAN :* AACCD3734H*],* a company incorporated in India under the Companies Act, 1956, and having its registered office at NEW NO. 109, 111 & 113, OLD NO. 76/1, 77 & 78, LLOYDS ROAD (AVVAI SHANMUGAM SALAI), ROYAPETTAH Chennai TN 600014, represented by its Managing Director **Mr. Ranjeeth D Rathod** son of Mr.Daman Prakash, aged about 48 years, hereinafter referred to as the **"DEVELOPER"**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the **OTHER PART;**

**WITNESSES AS FOLLOWS:**

**WHEREAS** the land comprised in Survey Nos.771/1 and 771/2, measuring with an extent of 10.21 Acres, situated at Madambakkam Village, Tambaram Taluk, Chengalpattu District, was originally owned and possessed by S.G.Gopinath son of S.P.Govindarajulu, he having acquired the same by two settlement deeds dated 29.12.2006, registered as **Document No.11755 of 2006, and dated 05.03.2007,**

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MANAGING DIRECTOR

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**registered as Document No.2222 of 2007**, respectively registered in the office of Sub Registrar, Tambaram from his father Mr.S.P.Govindarajulu.

**WHEREAS** the said S.G.Gopinath, had subdivided the extent of 10.21 Acres into three parts in following manner;

(i) First Part with an extent of 742.65 cents out of 10.21 Acres, comprised in Survey Nos.771/1 and 771/2.

(ii) Second Part with an extent of 245.781 cents, comprised in Survey No.771/2 part

(iii) Third Part with an extent of 32.579 cents, comprised in Survey Nos.771/1 part and 771/2 part and the same was gifted for Road Purpose to and in favour of The Executive Officer, Madambakkam Panchayat, under a gift deed dated 31.12.2012, registered as Document No.10418 of 2012, in the office of Sub Registrar, Selaiyur.

**WHEREAS** the said S.G.Gopinath, had retained one fifth undivided share of land (49.156 cents of undivided share) out of 245.781 cents (Second Part) and settled the balance 4/5$^{th}$ equal undivided share of land out of 245.781 cents to and in favour of his wife (i).Beena, son (ii). Venkata Raj and two daughter namely (iii) Rohini Gopinath (iv).Rukmini Gopinath Sudeep, under a settlement deed dated 02.02.2012, registered as Document No.879 of 2012, in the office of Sub Registrar Selaiyur, subsequently the said S.G.Gopinath along with his family members have jointly sold out their shares of land to various others for a separate arrangement.

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

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**WHEREAS** the said S.G.Gopinath, dealt with the 742.65 cents out of 10.21 Acres, (the First Part described above) comprised in Survey Nos.771/1 and 771/2, of land in the following manner, vide: Settlement deed dated 07.01.2019, registered in Book I, as Document No.**171 of 2019,** in the office of Sub Registrar Selaiyur:-

a) S.G.Gopinath had retained 300 cents out of 742.65 cents, comprised in New S.No.771/1A1, and the land bounded on North by : Land in S.No.763, South by : 30 Feet Road (Perumalswamy Road), East by : Land in S.Nos.771/1A2, West by : Panchayat Union Board Road, land in S.No.719 & 715, situated at Madambakkam Village, Tambaram Taluk, Chengalpattu District, as per Schedule "B" to the said Settlement Deed Doc.No.171 of 2019.

b) The said S.G.Gopinath, had retained his 1/4th share or 60.66 cents of undivided share of land comprised in Old S.Nos.771/1A & 771/2A, as per Patta No. 5295, **New S.No.771/2A1**, and Settled 3/4th share or 181.98 cents of undivided share of land out of 242.65 cents in 742.65 cents, bounded by North by : Jai Hind Puram 6th Street, Land in S.No.763, South by : 30 Feet Road (Perumalswamy Road), East by : Property "KGEYES SAMYUKTHA", Land in S.Nos.771/2B, West by : land in S.No.771/1A2, to and in favour of his wife **(i)** S.G. Beena, two daughters (ii) Rohini Gopinath and (iii) Rukmini Gopinath Sudeep, as per Schedule "C" to the said Settlement Deed Doc.No.171 of 2019.

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

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1 S.G.Gopinath

2 S.G.Beena

3 Rohini Gopinath

c) Then the said S.G.Gopinath, also retained the another portion of his 1/3rd share or 66.67 cents of undivided share of land, comprised in Old S.Nos.771/1A & 771/2A, presently **New S.No.771/1A2**, and Settled 2/3rd shares or 133.33 cents of undivided share of land out of 200 cents in 742.65 cents, bounded by North by : Land in S.No.763, South by : 30 Feet Road (Perumalswamy Raod), East by : Land in S.Nos.771/2A1, West by : land in S.No.771/1A1 to and in favour of his wife **(i).S.G Beena and elder daughter (ii).Rohini Gopinath,** which are morefully described in Schedule "D" to the said Settlement deed Doc.No.**171 of 2019,** in the office of Sub Registrar Selaiyur.

**WHEREAS** the (i).S.G.Gopinath, (ii) S.G.Beena, and (iii) Rohini Gopinath, herein represented that, they are the absolute owners of 200 cents out of 742.65 cents, comprised in Old S.Nos.771/1A & 771/2A, presently bearing **New sub-divided S.No.771/1A2**, as per Patta No.9929 situated at MADAMBAKKAM Village, Tambaram Taluk, Chengalpattu District, morefully described in the Schedule hereunder, hereinafter referred to as the SCHEDULE PROPERTY.

**WHEREAS** by inadvertence, the Revenue Authorities has issued Patta No.9929, in respect of the Schedule Property viz **New sub-divided S.No.771/1A2** under Patta No.9929, in the names of Mrs.S.G.Beena, Rohini Gopinath and Rukmini, instead of in the names of Mr.S.G.Gopinath, Mrs.S.G.Beena and Ms.Rohini Gopinath and the same shall be rectified within 30 days from today.

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2 S.G. Beena

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For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

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**WHEREAS** the Land Owners are desirous of developing the land measuring 200 cents out of 742.65 cents, comprised in Old S.Nos.771/1A & 771/2A, presently bearing **New sub-divided S.No.771/1A2**, as per Patta No.9929 situated at MADAMBAKKAM Village, Tambaram Taluk, Chengalpattu District and have approached the Developer and expressed their intention to develop the Schedule Property and on representation of the Land owners the Developer agrees to undertake the development of Schedule property as Residential Project at its own cost and expenses on the terms and conditions set out hereunder.

**WHEREAS** the developer herein represented that they have adequate infrastructure and facilities and experience in developing and constructing and selling Residential Project by obtaining separate Plan Sanction, Permits and any other approvals from the competent Authorities for the completion of Residential Project, on various terms and conditions which is set forth as below

**NOW THIS JOINT VENTURE AGREEMENT WITNESSETH AS FOLLOWS:**

The Parties hereto agree that the Schedule hereunder (Project Land) shall be jointly developed by the Parties, and inter-alia, the Revenue share (defined hereinbelow) in ratio fixed at **29% (Twenty Nine Percent)** for the Land Owners and **71% (Seventy One Percent)** for the Developer, in the manner and in accordance with the terms and conditions recorded more fully in clause 14 of this agreement hereinafter

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For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

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**Appointment of Developer**

1. That the LAND OWNERS hereby appoint and authorize the DEVELOPER to construct Residential Apartments on the land measuring 200 cents out of 742.65 cents, comprised in Old S.Nos.771/1A & 771/2A, presently bearing **New sub-divided S.No.771/1A2**, as per Patta, situated at MADAMBAKKAM Village, Tambaram Taluk, Chengalpattu District, the DEVELOPER is hereby authorized to Develop, market and sell the undivided share together with the proportionate Saleable area, in Schedule mentioned property to its customer(s)/client(s)/nominee(s) to the extent of its share of **71 %** of Saleable area and **29 %** shall be towards the Land Owners Share.
2. Aforesaid Revenue sharing with Land owner shall be applicable in the ratio of 71% : 29% on both the Normal and Premium FSI Achievable in the Project, as detailed in clause 14 of this agreement. Any Premium FSI charges/fees on the said land shall be entirely to the account of Developer

**Acceptance and Undertaking of Developer**

3. That the DEVELOPER hereby accepts the said appointment and undertakes to develop the Schedule Property by Constructing Residential Apartment in accordance with terms and conditions specified herein, Further, the Developer is hereby authorized to market undivided share out of the Schedule Property corresponding to the Residential Apartment to its customer(s)/client(s)/nominee(s).

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**Owner's undertaking to sell the Residential Apartments in the Said Land**

4. The LAND OWNERS hereby agree and undertake to sell the Schedule Property to the customer(s)/Client(s)/nominee(s) of the DEVELOPER in such undivided share and as per the Sale Deed as the DEVELOPER may require, and the consideration thus passed on to the land owner shall be subject to Deduction of Tax at source under section 194 & 195 of Income Tax Act 1961 from the amount paid to LAND OWNERS by the Developer.

5. The LAND OWNERS hereby authorises the Developer to demolish the existing building, if any, with a super built-up area on the Schedule Property land for the purpose of development of the land into residential apartments with a provision that all expenses in connection with such demolition shall be borne exclusively by the Developer. However, the Developer will undertake the demolition of the existing building or any other structure after obtaining the approval for the proposed construction of the project from the concerned authorities.

**Sharing of proceeds from marketing and consideration to the Land Owner**

6. The Parties hereby agree that the overall super built up area (Saleable Area) in the said Residential Apartment together with corresponding undivided share in the said land or any part(s) thereof shall be shared between the parties hereto in the ratio as specified in **clause 14** in this Agreement.

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7. That the DEVELOPER is hereby authorised and empowered to receive and collect the Proceeds from the marketing of the saleable area in the said Residential Apartment and as well the proportionate undivided share in the said land or any part(s) thereof, directly from the allottees/purchasers thereof. The Proceeds received by the Developers shall be deposited in the Bank Account specifically designated for this and other purposes (as per RERA) referred to in this agreement and shall be apportioned to the Land Owners as per the agreed ratio of revenue sharing. The Land Owners will be given access to the Designated Account at all times for viewing the account as and when required.

8. For the purpose of this Agreement, the term Proceeds shall mean and include only amounts received from the allottees/purchasers towards the cost of saleable areas in the said Residential Apartments, the cost of the corresponding undivided share in the Said Land or any part(s) thereof and the cost of any reserved car park, terrace, garden balcony, PLC, Amenities Charges or other similar areas allotted for the exclusive use of any allottee(s)/Purchase(s).

   Proceeds shall not, for the purposes of this Agreement, include payments received from the allotees/purchasers towards Stamp Duty, Registration Fee, Documentation Charges, Legal Fees, Expenses and deposits for service connections, Maintenance Charges or Corpus Fund, Service Taxes, and GST

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9. The Proceeds shall also not include infrastructure fee or other similar levy by the planning authorities for the proposed construction of the Said Residential Apartments and the DEVELOPER shall be entitled to collect the same from the allottees/buyers in its name as reimbursement of the amounts paid by the DEVELOPER to the planning authorities. The LAND OWNERS shall not be entitled to claim any share in such amounts.

10. The sharing of the Proceeds shall be effected, upon realization of payments from the purchasers/allottees, at intervals of not more than 30 days each or at such frequencies as may be mutually agreed between the DEVELOPER & OWNERS from time to time. However, 10% of the sale proceeds up to a maximum of **Rs.1,00,00,000/-** (Rupees One Crore Only) received by the DEVELOPER shall be left in the said Designated Account as "Cancellation Reserve" that will belong to the DEVELOPER & OWNERS jointly [as per sharing ratio i.e., **71 :29**] in order to refund any amounts to the allottees/purchasers in the event of cancellation of agreement by such allottees/purchasers. In the event of such refunds becoming necessary and if the amount in the account is inadequate to effect the refund, the DEVELOPER shall call upon the OWNERS to pay amounts to make good the shortfall. If the LAND OWNERS fail(s)/neglect(s) to make such payments to enable refunds to the allottees/purchasers, the DEVELOPER may use its own funds and effect the refund to the allottees/purchasers. The DEVELOPER shall be entitled to reimburse itself of the payments so made from the next disbursement(s) of the OWNERS share of the Proceeds. Any amount standing to the credit

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of such Cancellation reserve shall be distributed amongst Developer and Land owners as per the agreed ratio at the end of the project or at the time of final settlement made to the Land owners

11. That the DEVELOPER shall apply its best efforts to market sell, collect or recover, the sale proceeds of the super built up area together with the undivided share of land allocated to it under this agreement. The LAND OWNERS shall refrain from committing any act of omission that could prevent, obstruct or impede the efforts of the DEVELOPER in the regard. The DEVELOPER shall fully bear all the marketing costs for selling its share of the entire saleable area, including that of Landowners share as per the agreed ratio as defined in this agreement.

**Refundable of Security Deposit**

12. The Developer, having been satisfied as to the clear and marketable title to the land described in Schedule Property hereunder, has paid a sum of **Rs 1,00,00,000/- (Rupees One Crore Only)** to the LAND OWNERS, as an interest free refundable Security Deposit as follows :

(i) Rs.34,00,000/- (Rupees Thirty four Lakhs Only) by way of RTGS Ref No.RTGS/ICICR42025040700519205 Dated 07-04-2025 in favour of **S.G.Gopinath**.

(ii) Rs.33,00,000/- (Rupees Thirty Three Lakhs Only) by way of RTGS Ref No.RTGS/ICICR42025040700519209, Dated 07-04-2025 in favour of **S.G.Beena.**

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

MANAGING DIRECTOR

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

MANAGING DIRECTOR

1 S.G. Gopinath

2 S.G. Beena

3 Rohit Gopinath

S.G. Gopinath S.G. Beena Rohit Gopinath

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MANAGING DIRECTOR

(iii) Rs.33,00,000/- (Rupees Thirty Three Lakhs Only), by way of RTGS Reg No. RTGS/ICICR42025040700519174, Dated : 07-04-2025, in favour of **Rohini Gopinath.**

13. The Said Refundable Security deposit as defined in **clause 12** above, shall be adjusted and deducted within a period of 30 months against the payments disbursed to Land Owners proportionate to the overall estimated collection to be payable to the Land Owners. In an unlikely event of the approvals and permits for the proposed project are not sanctioned by the competent authorities, the Land Owner shall refund the said security deposit to the Developer within a period of 15 days from date of such rejection of the plan by the appropriate authorities.

**Sharing ratio between the parties**

14. Sale Consideration from the marketing of the Saleable Area of residential Apartments as well of the corresponding undivided share in the said land only to the extent of Achievable Normal and premium FSI of the land extent shall be shared between the DEVELOPER and LAND OWNERS in the ratio as follows:

    a. 29 % (Twenty Nine Percent) of the proceeds to the Land Owners

    b. 71% (Seventy One Percent) of the proceeds to the DEVELOPER

Sale consideration for the purpose of sharing shall include the following;

- Basic Price
- Car parking
- Amenities

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3 Rohini Gopinath

- PLC charges
- any other charges in the nature of revenue to developer

Sale consideration for the purpose of sharing shall exclude the following;

- Corpus fund payable by Customers
- Maintenance fees or charges collected in advance from Customers
- GST applicable and payable by the customers
- Stamp duty and registration charges
- Documentation, legal fees or MODT charges collected for said registration
- Infrastructure charges EB, Metro Water Deposits, and Property tax or any other Statutory Taxes in the form reimbursements or Pass throughs.
- Any other charges which are in the nature of reimbursements and pass throughs and not forming part of revenue to the developer

**Power of Attorney**

15. The LAND OWNERS shall at the time of signing this agreement, execute and register a power of attorney empowering the DEVELOPER and/or a person designated for this purpose by the DEVELOPER to apply for and obtain the necessary sanctions, permits, quotas and licenses on behalf of the LAND OWNERS for the construction of the said Residential Apartments from respective approving authority which may either be Directorate of Town & Country Planning (DTCP) or Chennai Metropolitan Development Authority (CMDA) / Corporation/ Panchayat / Municipality or other government authorities. By the said power of

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attorney, the LAND OWNERS shall also empower the DEVELOPER and/or a person designated for this purpose by the DEVELOPER to gift any portion of the lands described in Schedule Property hereunder to appropriate Approving Authority in compliance of the provisions pertaining to "Open Space Reservation"/ "Parks" or as road/ for public purposes and in this connection to execute as well register any Gift Deed or other Deed(s). The Land Owners shall execute and register a General Power of Attorney, empowering the DEVELOPER and/or a person designated for this purpose by the DEVELOPER to sell both Developers as well as Land owners share of Saleable area and proportionate undivided share of Land to the customers

16. The LAND OWNERS shall keep the said Power of Attorney valid and subsisting during the subsistence of this Agreement

**Mortgage**

17. It is specifically agreed that the DEVELOPER shall be entitled to offer the Schedule Property as collateral security towards securing construction finance from a registered NBFC or a scheduled bank, to the extent of **71%** of the Developer's Revenue Share along with the proportionate undivided share of land, for the development of the residential project, on the condition that any liabilities relating to such loan shall be limited to the said DEVELOPER and the OWNERS shall not be liable or responsible for repayment of any money on account of such borrowings or transactions. In the event of the DEVELOPER raising financial assistance

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as aforesaid, all Original Documents under the custody of Land Owners, shall be made available for Verification at any point of time with prior Notice to Land owners. However, the parties herein agree land owners are exonerated from all liability arising out of mortgage by the Developer and after completion of mortgage a No Objection Certificate from Financial Institution will be share to Land Owners. Further, On Closure of the said facilities, Any NOC / Closure letter received from said Bank or NBFC shall be shared to the Land owner

**OSR Areas**

18. The parties hereto agree that certain portions of the Schedule Property shall be gifted to CMDA, Corporation/Municipality/ Panchayat or competent government/ planning authorities. After that, all references to the Schedule Property hereunder under this agreement shall exclude such gifted lands.

**DEVELOPER'S rights to enter into Agreement**

19. The DEVELOPER shall, in its own right, be entitled to enter into Agreements for the construction or the Sale of Saleable areas in the said apartment with person/s interesting in acquiring and owning the same on such terms and conditions as the DEVELOPER may deem fit excepting only that the consideration payable under such Agreement shall be in line with the prevailing market rates. The DEVELOPER shall exclusively be entitled to collect all moneys that are paid or payable under such

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Agreements subject to distribution of Revenue Share payable to Land Owners as per the Agreement ratio.

20. The DEVELOPER shall, as the Power of Attorney Agent for the LAND OWNERS, be entitled to enter into agreements to sell and/or execute sale deeds for conveying the Schedule Property to the DEVLOPER's customers/clients/allottees/purchasers in such undivided share of Land and under as many sale deeds as the DEVELOPER may deem fit. The DEVELOPER shall exclusively be entitled to collect all moneys that are paid or payable under such Agreements subject to distribution of Revenue Share payable to Land Owners as per the Agreement ratio.

**Orders, Clearance, Plans, Approval and Permits**

21. The Architect for the said Building shall be appointed by the developer and the specifications & technical feasibility shall be finalized with Architect.

22. The Developer shall at its cost, have the plans for the constructions of the said Residential apartments drawn and shall for the LAND OWNERS information, furnish a copy of the aforementioned plan/s certified by the DEVELOPER'S Architect. Standard specifications for the project is outlined as per the Schedule.

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**Sanctions, Permits and Approvals**

23. The DEVELOPER shall at its own cost apply for and obtain all necessary, permits and approvals for the construction of the said Residential apartment from the competent planning authorities. All expenses such as Architect Fees, Scrutiny Fees, Development Charges, Scrutiny Deposits, Vendor Charges etc., shall be borne by the DEVELOPER.
24. The DEVELOPER specifically agrees and undertakes to apply for and obtain all the necessary Orders and Clearances, (if any required) from the Ministry of Environment and Forests etc., as well as all the sanctions permits and approvals for the construction of the said Residential Apartments

**Leave and license TO DEVELOPER**

25. The Land Owners hereby assure and grant the leave and license to the DEVELOPER to enter upon the Schedule Property with its men material, equipment and machinery so as to enable the DEVELOPER to commence and carry out the development works envisaged herein. The parties hereto specifically agree that notwithstanding the grant of leave and license as aforesaid, possession of the land described in Schedule Property hereunder shall remain with the Land Owners until the execute Sale Deed(s) conveying in the undivided share(s) in the said land property to the purchaser(s) thereof.

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**Permission to Erect Board/hoarding**

26. The DEVELOPER shall be permitted to erect its Board/hoarding on the said land from this date onwards as per statutory requirements.

**Timelines for Execution**

27. The DEVELOPER hereby agrees and undertakes completion of construction and selling of the said Residential project, within **30 months** from the date of receipt of the necessary approvals and Permits from the competent planning authorities including RERA registration. In the event the buildings are incomplete at the end of the 30 months term contemplated herein for reasons beyond its control, the DEVELOPER shall be entitled to a grace period of additional 6 months. However, the Developer shall keep the Land Owners informed of such delays beyond its control for the Land Owners to grant such grace period mentioned herein.

28. However, the DEVELOPER shall not incur any liability for delay in completion of construction of the said project or any consequential delays in the marketing envisaged herein, if such delay is caused due to the prevalence or occurrence of any of the following:

    a. The shortage of steel and / or cement and / or any other building materials within the state of Tamil Nadu in general;
    b. Any Force Majeure Event disrupting normal life and work such as War, Floods, Pandemic or Epidemic, Civil Commotion, Riots, or any other natural calamity or act of God

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c. Any Order, Rule or Notification of any Court of Law, Government Agency or any other public or competent authority which has the effect of that preventing or hindering the DEVELOPER from raising or marketing the said Residential project so long as the Order, Rule Notification etc., is not attributable to or arising out of any act or omission or failure on the part of the DEVELOPER;

d. Any change in law that prevents the DEVELOPER from raising or marketing the said Residential project.

e. Any Government Authority or Competent Authority deciding to revoke any permit due to reasons other than any act or omission or failure by or on the part of the DEVELOPER

f. Circumstances which make the performance of the contract impossible

g. Any delay by the EB, CMWSSB and other competent authorities in providing the approval/connections in respect of Electricity, Water and Sewerage in spite of the necessary follow-up action having been taken by the DEVELOPER.

**Responsibilities for workmen, for construction and to third parties**

29. The DEVELOPER alone (to the exclusion of the LAND OWNERS) shall be responsible and liable for the payment of any wages or compensation or other moneys to any workmen/agent of the DEVELOPER for any work, dispute, accident or injury to such persons in the course of the proposed development on the said land. Further, the LAND OWNERS shall in no way be held liable or responsible for any claim, dispute or liability that

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

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may arise between the DEVELOPER and its contractors, suppliers, agents, customers, clients, purchasers, allotees or other third parties excepts if such claim or dispute or liability relates to an act or omission on the part of the LAND OWNERS. The DEVELOPER shall also be liable for any loss or damages that may arise due to non-observance of all Laws, Rules, Regulation etc., governing development of plots and construction activities.

**Indemnity to the LAND OWNERS**

30. That the DEVELOPER shall keep the LAND OWNERS indemnified and harmless against all losses, damages, actions, claims and proceedings that may arise on account of liability of the DEVELOPER to its workmen etc., for the construction of the said project or on account of any dispute between the DEVELOPER and its nominees. The DEVELOPER shall also indemnify the LAND OWNERS against all actions, claims, proceedings, losses or damage arising from any act or omission on the part of the power of attorney agents [DEVELOPER or its nominee] appointed under the aforementioned Power of Attorney that may be in excess of the powers thereby conferred or that are not in accordance with the terms herein contained.

**DEVELOPER to construct as per Sanctioned Plan**

31. The DEVELOPER shall construct the Said Residential Apartments with the specifications and amenities as per the sanctioned plan approved by CMDA or DTCP and Corporation and/or all other competent authorities

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from which the approval is obtained. DEVELOPER shall adhere to the plan sanction as per the Approving Authority and/or all other competent authorities. The said Residential apartments shall be constructed to the satisfaction and as per sanction received from the competent authorities. The conditions imposed in the planning permission shall also be strictly adhered to.

**LAND OWNERS Assurance on title**

32. The LAND OWNERS hereby assures that he has a clear and marketable title to the Schedule Property. The LAND OWNERS hereby further assures the DEVELOPER that the LAND OWNERS shall not except in accordance with the terms of this Agreement, encumber or create a charge on the Schedule Property land or any part(s) thereof during the subsistence of this Agreement. The LAND OWNERS declare that as on date, neither the Schedule Property land nor any part(s) thereof are the subject matter of any subsisting agreement or litigation or acquisition or attachment proceedings or maintenance claim or charge in favour of any financial institution or third party for any borrowing. In case of any third party claim over the Schedule Property land while the project envisaged herein is in progress the LAND OWNERS shall indemnify and keep the developer and its nominees well and sufficiently indemnified against all losses, damages, actions, claims and proceeding that may arise to the DEVELOPER as a result of such claim.

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**DEVELOPER Obligation towards LAND OWNERS**

33. DEVELOPER shall be solely responsible for getting timely approval from competent authorities towards plan sanction, building permits and RERA and any DEVELOPER shall put their effort in getting above sanctions.
34. LAND OWNERS shall co-operate in ensuring that any document or information pertaining to Land title shall be provided on timely basis in order to get the approvals.
35. DEVELOPER shall be responsible for execution of the Residential apartment project within a period of 30 months from the RERA approval date (subject to grace period of 6 months) except as mentioned in **Clause 27**.
36. DEVELOPER Shall be responsible for sale of all Apartments including Unsold apartments, as per **Clause 44.**
37. DEVELOPER shall have the right to appoint their own architects, contractors, consultants, vendors or any other workmen or agency for execution of the project without any interference from the LAND OWNERS
38. DEVELOPER shall in consultation with Architects shall finalize the concept design, floor plan, scheme drawings, elevation, amenities etc., for the project and prior to finalization of the above, shall review the same with LAND OWNERS to take their inputs before finalizing the same
39. DEVELOPER shall draw up a business plan draw up suitable marketing plan to sell the apartments as per the Business plan
40. DEVELOPER shall be the responsible for any structural defects, electrical, sewerage, plumbing, water-proofing, equipment malfunctions

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etc., and shall rectify the same and Land Owner shall not in any way be liable towards the same

**Stamp duty, Registration Fees & other Charges and levies**

41. The Stamp Duty, Registration Fees and other expenses incidental to the transfer of undivided share in the Said Land in favour of the DEVELOPER and/or persons identified by the DEVELOPER (its customers/ clients/allottees etc.) shall be borne by the DEVELOPER or its nominees.

**Original title deeds**

42. The original parent documents, title deeds and other records relating to the land described in Schedule Property hereunder shall be kept under LAND OWNERS custody. The LAND OWNERS and / or its nominees shall, upon reasonable notice, will facilitate the DEVELOPER and/or its nominees or their respective authorized representatives an opportunity to inspect the original title documents and take copies of the same.

**Name of the Building**

43. The name of the Said Residential project shall be decided by the Developer in consultation with the LAND OWNERS. The Project name to be coined in such a way to have the name "VENKAT" associated with it (Venkat being the late son and brother of the Land owners). The

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DEVELOPER shall be entitled to put up its logo in any part/ s of the building as it may deem fit.

**Unsold/ Unmarketed Portions**

44. Any unsold Inventory arising post the completion period as mentioned in Clause 36 of this agreement, shall continue to be the responsibility of the DEVELOPER to sell and distribute the proceeds, subject to a force majeure situation as stipulated in Clause 28 of this agreement.

**GST Liability**

45. GST liability arising out of any Unsold Inventory at the time of Completion of the project i.e. On the date of receipt of completion certification, shall be borne by the Developer & Land owners at their agreed ratio of **71:29** respectively. GST liability shall be discharged by the DEVELOPER to the GST Authorities under RCM basis on the due date falling on subsequent month from the date of receipt of completion certificate. LAND OWNERS hereby agree towards adjustment of their share of GST liability from the Revenue share payable to them by the DEVELOPER.

**Audit of Books of Accounts and MIS**

46. DEVELOPER shall open the books of accounts pertaining to the project for review by the Land owners or their auditors on a monthly basis or any other frequent intervals mutually decided by the parties on a specified date and time and DEVELOPER shall made available all the necessary bank

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statement, customer ledgers, or any other relevant documents for the above review. DEVELOPER shall also share a MIS on a monthly basis on a prescribed format consisting of details such as Gross Sales segmenting with Basic price, Car parking, PLC charges or any other revenue items along with Pass through items as mentioned in Clause 14 of this agreement, Collections and Pending Dues from Customers

**Specific Performance**

47. In the event of default on the part of either party to this Agreement in conforming to the terms and conditions of this Agreement the other party shall be entitled to seek specific performance of this Agreement through Arbitration and/or a court of competent Jurisdiction.

**Arbitration**

48. It is agreed that the parties to this Agreement shall Endeavour to resolve any dispute that may arise between them by mediation. If the mediation fails, the matter shall be referred to Arbitration as per the provisions of the Arbitration and Conciliation Act 2021 or any amendments thereof. In such case, the LAND OWNERS and DEVELOPER shall mutually appoint an arbitrator. The arbitration shall be conducted in English and the venue of arbitration shall be Chennai.

**Jurisdiction**

49. Any dispute arising in connection with this Agreement, shall be subject to jurisdiction of the courts in Chennai.

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## SCHEDULE OF PROPERTY

All that piece and parcel of land measuring **200 cents** out of 742.65 cents, comprised in Old S.Nos.771/1A & 771/2A, presently bearing **New sub-divided S.No.771/1A2**, as per Patta No.9929 situated at MADAMBAKKAM Village, Tambaram Taluk, Chengalpattu District, (previously included in Saidapet Taluk, Chengai Anna District, and thereafter included in Kancheepuram District) and the land bounded on

North by : Lands in S.No.763,

South by : 30 Feet Road,

East by : Land in Survey No.771/2A1,

West by : Land in S.No.771/1A1,

Situated within the Sub Registration District of Selaiyur and Registration District of Tambaram.

**IN WITNESS WHEREOF, OF PARTIES ABOVE MENTIONED HAVE SET THEIR HANDS AND SIGNED THER AGREEMENT ON THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.**

**WITNESSES:**

1. S. Karthi

S. KARTHI S/O D SOCKUMAR
NO: 72, Saravana Pillayar Koil Street
Tirdivanam – 604001

2.

M. THILLAIKUMARAN
S/o Mani
NO.33 Mariyamman Kovil
Street Puthu Kanchipuram 631603

1.

2. S. G. Bennq

3.

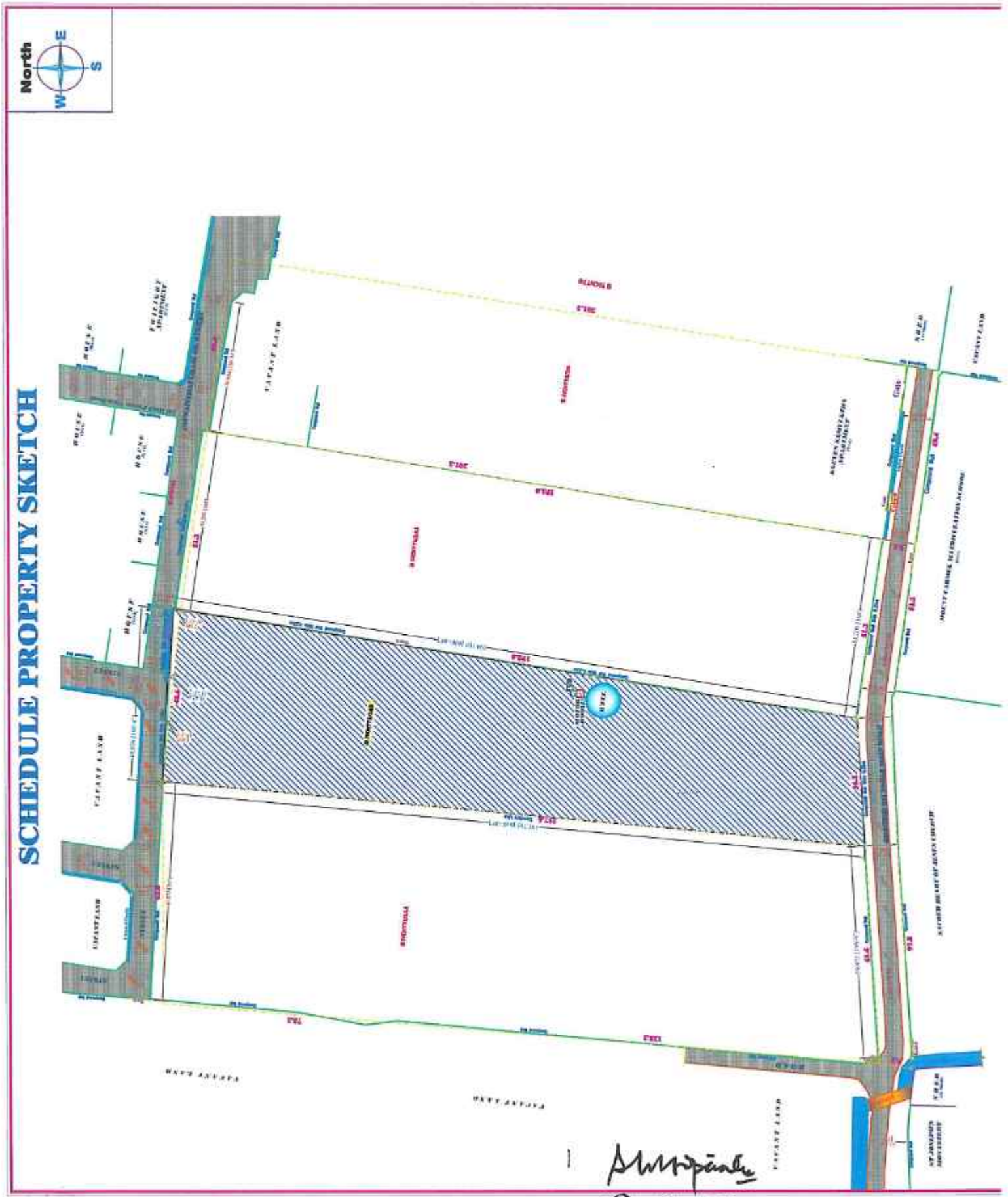
**LAND OWNERS**

For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

MANAGING DIRECTOR

**DEVELOPER**

# SCHEDULE PROPERTY SKETCH




For DRA AADITHYA SOUTH CITY PROJECTS PVT. LTD.

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HOME OF PRIDE

# STANDARD SPECIFICATIONS

## STRUCTURE

| | |
|---|---|
| Structural System | RCC framed structure designed for seismic compliance (Zone-III). |
| Masonry | AAC block masonry wall |
| Pest Control | Anti-termite treatments wherever applicable during the construction stage. |

## FLOOR FINISH WITH SKIRTING

| | |
|---|---|
| Living, dining | 600mm x 600mm vitrified tile flooring and skirting |
| Master Bedroom | 600mm x 600mm vitrified tile flooring and skirting |
| Bedrooms & kitchen | 600mm x 600mm vitrified tile flooring and skirting |
| Bathrooms | 300mm x 300mm anti-skid ceramic tile flooring |
| Balcony | 300mm x 300mm anti-skid ceramic tile flooring |

## WALL FINISHES

| | |
|---|---|
| Internal walls | Two coats of acrylic emulsion over one coat primer and two coats of wall putty |
| Ceiling | Two coats of acrylic emulsion over one coat primer |
| Exterior walls | Plaster finish with weatherproof emulsion paint as decided by the architect. |
| Bathrooms | 300mm x 450mm Glazed ceramic wall tiles up to 7'-0" height. |
| Kitchen | Glazed ceramic wall tile 2'-0" above the kitchen counter. |

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# STANDARD SPECIFICATIONS

## KITCHEN

| | |
|---|---|
| Kitchen platform | Platform with granite counter slab 2'-0" wide at height of 800mm from the finished floor level. |
| Kitchen Sink | Stainless steel single bowl sink with drain board and sink faucet of Hindware / Parryware or equivalent |
| Electrical point | Provision for chimney, water purifier & washing machine |

## BATHROOMS

| | |
|---|---|
| Sanitary fixture | Wall mounted European Water Closet (EWC) of **HINDWARE/ PARRYWARE** or equivalent will be provided with **CONCEALED CISTERN – (U).** |
| Cp fitting | Health faucet, pillar cock, wall mixer, overhead shower of **HINDWARE / PARRYWARE** or equivalent. |
| Drain | SS square designed gratings will be provided. |
| False ceiling | Grid type false ceiling will be provided above 7'-0" height (**easy maintenance of plumbing lines & geysers**) |

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## JOINERY

| | |
|---|---|
| Main doors | Pre-engineered veneer finish flush door with architrave, ironmongery like door lock, tower bolt, door viewer, magnetic catcher will be provided |
| Bedroom doors | Pre-engineered laminate finish flush door with architrave , ironmongery like door lock, tower bolt, magnetic catcher will be provided |
| Bathroom doors | Pre-engineered FRP moulded shutter doors with ironmongery like thumb turn lock and a latch will be provided |

## WINDOWS

| | |
|---|---|
| Windows | UPVC sliding windows with necessary hardware will be provided |
| French doors | UPVC frame and sliding door with see through glass |
| Ventilators | UPVC frame with glass louvered ventilation will be provided |
| MS Grill | MS safety grills will be provided for all the sliding windows inside the apartment. |

## HANDRAIL

| | |
|---|---|
| Balcony handrails | SS handrail with Toughened Glass as per architect design – (U) |

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# STANDARD SPECIFICATIONS

## WATERPROOFING

| | |
|---|---|
| Water proofing | Water proofing will be done the water retain area like lift pit, toilet, balcony UG sump, STP & OHT |

## ELECTRICAL

| | |
|---|---|
| Power supply | 3 Phase connection for each apartment |
| Power back-up | 350 watts for 2BHK, 500 watts for 2.5BHK & 3BHK through Automatic Changeover Current & Limiter (ACCL). (Instead of pre-designed use of electrical light points during power cut flexibility to use the lighting circuit of choice within the allotted power capacity) – (U) |
| Safety device | RCCB safety device will be provided for each apartment *(protection against voltage fluctuations, earth fault as well as any leakage current)* |
| Switches & sockets | Modular Switches and sockets will be of Anchor / L & T or equivalent |
| Wires | Fire Retardant Low Smoke (FRLS) copper wire of a quality ISI brand |
| TV | Provision for TV in living and master bedroom with pre-wired co-axial cable for DTH easy connectivity |
| Data | Provision for fibre optical cabling in living |
| Air-conditioner | Split air-conditioner provision will be provided living/dining and all the bedrooms. Drain and copper pipe provision for A/C (*Easy for fixing your air-conditioner without calling technicians to drill the walls*) |

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|---|---|
| Exhaust fan | Exhaust fan provision for all the toilet |
| Geyser | Geyser provision for all the toilets |

## PLUMBING

| | |
|---|---|
| Water supply | Hydro pneumatic Pressure System (***Provides water at constant pressure in all apartment irrespective of the floor vis-à-vis traditional overhead tank***) – **(U)** |
| Internal | All internal plumbing line are CPVC |
| External | All external plumbing lines are UPVC / PVC pipes |
| Drainage | All drainage plumbing lines are PVC pipes |

## COMMON FEATURES

| | |
|---|---|
| Power back-up | 100% power back-up for common areas |
| Lift | 13 passenger stretcher lift KONE / FUJITEC or equivalent |
| Lift facia | Tile or panel cladding will be provided |
| Lobby & corridor | Ground floor lobby finished with vitrified flooring with gypsum false ceiling. All the corridors will be finished with tile flooring with matching skirting. Painting will be two coats of acrylic emulsion over one coat primer |

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# STANDARD SPECIFICATIONS

| | |
|---|---|
| Staircase | Anti- skid ceramic tile flooring and painting will two coats of acrylic emulsion over one coat primer |
| Staircase handrail | MS handrail with enamel paint for all the floors |
| Parking area | Granolith cement flooring with car park numbering |
| Terrace floor | Weathering course with pressed clay tile finishing |
| Driveway | Well defined driveway with interlocking paver block laid all-round the building, demarcation of driveway, convex mirror, driveway lighting, speed breakers for safe turning in driveway |
| STP | Centralized sewage treatment plant will be provided |
| WTP | Adequate capacity of centralized water treatment plant will be provided based on water quality |
| Safety | CCTV surveillance cameras will be provided at entry and exit, stilt lobby, driveway & All floors lift/staircase lobby. |
| Security | Security cabin will be provided at the entrance |
| Compound wall | Building perimeter fenced by the compound wall with grand entry gates for a height as per architect / landscape design |

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| | |
|---|---|
| Landscape | Adequate landscape will be provided as per the landscaping consultant |
| Signages | Apartment owners name board will be provided in the stilt floor |

## AMENITIES

| | |
|---|---|
| Gym | Well-equipped gymnasium |
| Multipurpose hall | Multipurpose Hall with furniture |
| Common Toilet | Toilet at stilt floor for drivers / domestic help |
| Solar panel | Solar panels will be provided at terrace and connected with common services |
| EV charging | Two-wheeler electric charging point will be provided at designated location in the stilt floor level |

***Amenities will be varied based on the project volume and locations**

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THE LANDLENS SUITE

# Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

### LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
**/landlens/one**

### Verify My Land
Every record check run on one property and returned as a single report.
**/landlens/verify-my-land**

### Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
**/landlens**

### One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
**/landlens/one/map**

### PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
**/landlens/pricemap**

### Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
**/landlens/build-scope**

### Property Tracker
Watch a property and hear about it when something new is registered against it.
**/landlens/property-tracker**

### Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
**/landlens/deal-room**

FREE TOOLS · NO ACCOUNT NEEDED

# Twenty-four checks you can run yourself, at no cost.

## Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

## Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

## Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

## Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

**Every free tool**
/tools

**Services we run for you**
/services

**The LandLens suite**
/landlens/one

Verified RealEstate™

# Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

**Verified RealEstate**
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Chennai 600 097, India
**hello@verified.realestate**
+91 9996 12 9996

Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.