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27.05.2024 SANBRIX PROPERTIES PRIVATE LIMITED COIMBATORE

PL.KARTHIKA
STAMP VENDOR
Lic.No: 928/B1/2021-32/CBE
Peelamedu,
Coimbatore-641004.

JOINT VENTURE AGREEMENT

This Joint Venture Agreement executed at Coimbatore on this 05th day of JUNE 2024

BETWEEN

Mr.MANOHARAN GOVINDASAMY S/o P.V.GOVINDASAMY (Late) (Aadhaar No: 8152 4385 6588) (PAN: AMTPM7938G) (Mobile No: 98438 56565) aged 62 years residing at No.156, Navaindia Road, Near Ambal driving School, Peelamedu, Coimbatore – 641 004. (Hereinafter referred to as the **OWNERS** which expression shall wherever the context admits shall mean and include his legal heirs, successors, transferees and assigns)

AND

M/s. SANBRIX PROPERTIES PRIVATE LIMITED, a Private Limited Company, registered under the Indian Companies Act, 1956, managed by its Managing Director Mr. I. Joseph Stany (Aadhaar No: 5301 0756 4932) (PAN: AGXPJ9722H) (Mobile No: 95000-61414) S/o Late Mr.K.S.Irudhayaraj having its registered Office at **"SANBRIX SQUARE"**, Door No.70, East Power House Road, 11th Street, Tatabad, Coimbatore – 641012 represented by **Mr.M.Subramaniam** S/o Late A. Muthusamy [PAN: AIXPS2782A] [Aadhaar No.5998 7912 4714] holding designation of General Manager in the Company vide Resolution dated 22nd February 2024.

OWNER **DEVELOPER**

(hereinafter referred to as the **DEVELOPER** which expression, wherever the context so requires, includes its successors, executors and assigns).

Witnesseth as follows:

WHEREAS the landed property an extent of 38.26 Cents (or 16664.53 square feet) and 4.79 Cents (or 2086.33 square feet) in its larger extent of 60 cents 348 Sq.ft (or 26538 Square feet) in S.F.No. 339 /1 A and at present in Town Survey Number 201 part in Krishnarayapuram Village, Coimbatore at the outset belonged to P.V. Govindasamy Naidu son of Venkatasamy Naidu;

WHEREAS P.V.Govindasamy Naidu executed a Registered Will dated 17.11.1995 registered as document number 68 of 1995 bequeathing the properties to his son G.Manoharan with the life interest in favour of his wife Savithri;

WHEREAS Savithri wife of P.V.Govindasamy Naidu released her life interest in the property in favour of her son G.Manoharan under Registered Release deed dated 26.07.2006 registered as document number 2249 of 2006 before the sub registrar office,Peelamedu;

WHEREAS it is also confirmed by the owner that his mother Savithri died on 21.08.2019;

WHEREAS Manoharan settled an extent of 8537 Square feet (or 19 cents 261 sqft) out of 26538 Square feet (or 60 cents 348 Sqft) in S.F.No. 339 /1 A in Krishnarayapuram Village, Coimbatore in favour of his wife M.Sujatha out of natural love and affection under registered settlement deed dated 26.07.2006 registered as document number 2251 of 2006 before the sub registrar office, Peelamedu;

WHEREAS Sujatha settled **2034.25 Square feet** (or 4 Cents and 292 Square feet) out of 8537 Square feet (or 19 cents 261 Square feet) within specific boundaries in S.F.No. 339/1A in Town Survey Number 201/2 and an extent of 705.7 Square feet (or 1 cent and 270 Square feet) in S.F.No. 339/1A in Town Survey Number 201/2 within specific boundaries in Krishnarayapuram Village, Coimbatore under registered settlement deed dated 01.02.2024 registered as document number 466 of 2024 in favour of her husband G. Manoharan out of natural love and affection;

WHEREAS Manoharan settled 2.20 cents in S.F.no.339/1A in Town Survey Number 201/1 in krishnarayapuram village Coimbatore under registered settlement deed dated 10/05/2024 register as document number 2033/2024 in favour of his elder brother G.Jagadeesan out of natural love and affection;

WHEREAS Sujatha further settled an extent of 1.70 Cents and 3.95 Cents in SF No. 339/1A under Registered Settlement Deed both dated 27.05.2024 registered as Document Nos. 2274/2024 and 2275/2024 both on the file of Sub – Registrar Office, Peelamedu in favor of her husband G.Manoharan out of natural love and affection;

OWNER **DEVELOPER**

WHEREAS the PV Govindasamy Naidu father of Manoharan created a 17 ½ feet wide east west pathway in S.F.No. 339/1A measuring 6.42 cents and granted right of usage in the same to the Manoharan under a registered Will dated 17.03.1995 registered as Document No. 68 of 1995 (Book III) on the file of Sub Registrar, Peelamedu and his other children viz., Jegadeesan and Sasikala

WHEREAS the title to the property described hereunder measuring 6.42 cents was held by PV Govindasamy Naidu.

WHEREAS the said PV Govindasamy Naidu by way of residuary clause bequeathed all his movable and immovable properties not specifically mentioned in the Will to his younger son viz., Manoharan and thus the **Manoharan** became the absolute owner of the said 6.42 cents.

WHEREAS the Jagadeesan – Brother and Sasikala – Sister of Manoharan who had right of usage in the 6.42 cents of pathway, have released their right of usage in favour of Manoharan for the 1.21 cents under Registered release deeds dated 09.05.2024 and 27.05.2024 registered as document nos 2015/2024 and 2273/2024 on the file of sub registrar peelamedu thus Manoharan has become the owner of the small extent of 1.21 cents

WHEREAS Manoharan became entitled to Items 1 to 5 properties described in Schedule A hereunder as aforesaid and he is in open continuous possession and enjoyment of the properties described hereunder as absolute owner;

WHEREAS Manoharan and his wife Sujatha have got only one son M.Arvind who has joined along with his mother as confirming party to the present joint venture agreement in order to perfect the title of the prospective purchasers of the property including the development of the property;

WHEREAS the owners are in open continuous possession and enjoyment of the properties described in Schedule A hereunder as absolute owners;

WHEREAS the OWNER has intended to develop the "A" Schedule Property by constructing thereon a Commercial complex comprising of Basement and Stilt Floor (Parking) + 4 Floors (for Commercial space);

WHEREAS the OWNER has approached the DEVELOPER herein for construction of Commercial complex in the "A" Schedule Property under Joint Venture scheme;

WHEREAS the DEVELOPER who has got rich and vast experience in the field of construction, has agreed to develop the "A" Schedule Property on certain terms and conditions;

OWNER **DEVELOPER**

WHEREAS the OWNER & DEVELOPER, after detailed discussions with regard to the proposed Joint development project, have mutually agreed to the terms & conditions set out hereunder in this Joint Venture Agreement in writing;

WHEREAS the term "OWNER" shall also include their heirs, successors, executors, administrators, legal representatives and assigns;

WHEREAS the term "DEVELOPER" shall also include all the Directors, Successors-in-office, Executors, Administrators, Legal Representatives, all his/her business concerns, all his/her companies wherever he/she represents on its behalf and assigns of the DEVELOPER;

WHEREAS the OWNER assure that the "A" Schedule Property is

1. Not subject to any testamentary rights, trespass, mortgage, charge, lien in favour of any bank, individual, institution and apart from that no settlement, gift, bequeath or any other encumbrances is subsisting on the "A" Schedule Property.
2. Not subject matter of any pending proceedings, attachments of court or any Revenue or Civil authorities or any notification issued by any state or Central Governments.
3. Not attached under any Land Acquisitions by any Government Authority/Body/Board.
4. Within the ceiling limits prescribed by the Tamil Nadu Urban Land (Ceiling and Regulation) Act 1978, or The Tamil Nadu Land Reforms (Fixation of ceiling on Land).
5. Not subject to any prior agreement to sell and/or develop.
6. There are no acquisition proceedings pending at the present in respect of the Schedule "A" property.

However, in future if any clearance is required from the Housing Board the OWNER have agreed and undertaken to secure No Objection Certificate from the Tamil Nadu Housing Board for the development of the "A" Schedule Property in this regard; it is agreed that the costs to be incurred for securing the NOC shall be borne by the OWNER.

NOW THIS JOINT VENTURE AGREEMENT WITNESSETH AS FOLLOWS: -

01. That in pursuance of the foregoing, the parties agree to jointly develop the "A" Schedule Property by constructing thereon a Commercial complex.
02. That the OWNER and DEVELOPER do hereby agree to have the "A" Schedule Property developed by constructing thereon a Commercial complex in accordance to the building plan/s to be approved by Coimbatore Corporation & concerned Local Planning authorities.
03. That the name of the proposed Commercial complex in the "A" Schedule Property shall be decided by the DEVELOPER. The logo and name of the DEVELOPER shall be displayed at prominent places on the proposed building complex to be constructed by the DEVELOPER and shall at no point be altered or removed.

OWNER **DEVELOPER**

04. That the OWNER grants in favour of the DEVELOPER a right by way of passage to enter upon the "A" Schedule Property only for the purpose of carrying out the development/construction works in respect of the Commercial complex proposed to be put up thereon.

05. That it is mutually agreed between the parties that handing over possession of the "A" Schedule Property is for limited purpose of construction as per the approved plan by the local body above and not otherwise.

06. That the DEVELOPER in consideration of its investment in constructing the Commercial complex, is entitled to take from the OWNER as per Schedule "B" specified (67.58% of Super Built-up area).

07. That the OWNER, in consideration of his/her contribution of land, is entitled to take 32.42% of Super built-up area as OWNER' share as in Schedule "B" of the Commercial complex to be constructed thereon.

08. The DEVELOPER and OWNER have agreed to share the total saleable area of 47240 sq. ft. in the ratio of 67.58% and 32.42% respectively - as per Schedule "B". The earmarked area of the Commercial complex that the DEVELOPER and OWNER is mentioned in the floor sharing map enclosed in Schedule B.

09. It is hereby agreed that the terms of this Joint Venture Agreement will come into effect only after the property is identified by the OWNER after proper survey by a Government surveyor and after the boundary stones for the property are fixed. After survey of the property is completed if there are any discrepancies in boundary and extent, then the actual available extent of land alone will be taken into consideration for the purpose of Joint Venture Agreement. It is further agreed between the OWNER and DEVELOPER that in the event of the OWNER being unable to identify the property or if there are major variations or discrepancies in the extent of land, it is open to both parties to enter into a fresh Joint Venture Agreement if so decided by Mutual consent.

10. It is hereby agreed by the owner that he shall gift the portion of the land comprising of and 4.79 Cents (or 2086.33 Sq.ft) and pathway of 1.21 Cents (or 527 sq ft) to the Coimbatore City Municipal Corporation for purpose of road by obtaining proper approval and execution and settlement of the gift deed. Thereafter the owner shall satisfy the developer with the extent of Schedule A property to be developed by making proper survey through the competent government surveyor. The expenses of the survey and identifying the property to be developed shall be borne by the owner.

OWNER **DEVELOPER**

11. That the DEVELOPER has agreed to pay to the OWNER,

a) Performance Guarantee Money of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** in 2 nos. of installments. The first installment of **Rs.75,00,000/- (Rupees Seventy Five Lakhs only)** would be paid by the DEVELOPER to by way of Cheque no:003046, date-22.02.2024, HDFC Bank ltd, Saibaba Colony Branch, Coimbatore in favour of: Mr.Monoharan, on the same date of OWNER providing the power of attorney to the DEVELOPER and signing joint venture. The Owner agrees to make necessary arrangements for road handover within 10 days from the date of signing joint venture.

b) The second installment of **Rs.75,00,000/- (Rupees Seventy Five Lakhs only)** would be paid by the DEVELOPER to Mr.Manoharan after obtaining all necessary approvals from competent authorities required for the proposed Commercial complex.

c) NON – Refundable amount of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only)** would be paid by the DEVELOPER to Mr.Manoharan in from date of official launch.

12. That the OWNER hereby agree to **return** Performance Guarantee Money (received/to be received as above) in whole, to the DEVELOPER without interest after taking possession of their share of 32.42% of the Super built-up area from the DEVELOPER along with the completion of common amenities to their satisfaction.

13. That the OWNERS hereby agree to execute a deed of **General Power of Attorney** for approval purpose alone to and in favour of the DEVELOPER immediately and a General Power of attorney within 1 week from the final approval with respect to 67.58% of DEVELOPER's share as per Schedule "B" of the Schedule property.

14. That the OWNER hereby confirm now that there is a 15 feet pathway /passage going besides the property which belongs the Mr.K.Govindrajalu and Mr.G.Ranganathan and Mrs.Sujatha as per the sale deed dt:24.08.1979 Doc no:4217/1979 and Deed of Settlement dt:26.07.2006 Doc no:2251/2006 the DEVELOPERS cannot use or claim that road/passage for any of their purpose.

15. That in case the actual built up area in extent is not matching with the percentage of the built-up area, the excess/deficit sq. ft. in built up area shall be exchanged for payment by either of the parties at the Launching sale price.

16. That the entire cost of construction of the Commercial complex shall be borne by the DEVELOPER only.

17. That the DEVELOPER shall use materials of good quality and construct the complex in accordance to the specifications set out below separately.

18. That the DEVELOPER shall be entitled to appoint, on their own expenses, any Architect, RCC specialists, Engineers, Contractors of all type and all other personnel for construction and completion of the building to be constructed by them; The

OWNER **DEVELOPER**

DEVELOPER is entitled to carry out the construction work either by themselves or through a well-known building contractors or sub-contractors or agents and shall be entitled to give such contractors, whole of the construction or any part or parts of the work, provided the same does not relieve the DEVELOPER from their accountability under this agreement.

19. That the OWNER shall extend full co-operation to the DEVELOPER in all the ways possible for smooth completion of the project and agree to not disturb the progress of construction in any manner whatsoever.

20. That OWNER shall not make any claim over the refundable deposit to be made to any Government departments by the DEVELOPER in order to obtain necessary permission for construction.

21. As per Schedule "B", the DEVELOPER shall deliver the constructed Commercial complex to the OWNER and the OWNER shall execute, register and deliver in favour of the DEVELOPER or any person/s nominated by it a power of attorney empowering it to transfer/convey and deliver possession of identified/specified areas mentioned in Schedule "B" to the extent belonging to the DEVELOPER.

a) The OWNER undertakes to execute and register a power of attorney for the "A" Schedule Property in favour of the DEVELPOER or its nominees towards obtaining sanctions for the proposed super structure from the Coimbatore LPA, Corporation of Coimbatore, DTCP, Municipality, CMWSSB, TNEB, Tahsildar, Revenue Authorities etc., and all other authorities/departments concerned including the local authority and the panchayat on signing this agreement. THE OWNER shall also give power to the DEVELOPER towards selling the DEVELOPER's share (as per Schedule "B") to the extent only belonging to the DEVELOPER within a week obtaining statutory approvals from local body. The General power of attorney shall empower the DEVELOPER to carry out all the purpose defined and detailed in the agreement. The said General Power of Attorney shall not be cancelled or rescinded at any time.

b) This agreement and the Power of Attorney, to be executed in terms of this agreement shall be in full force until all the transactions as contemplated herein fully completed. In all other aspects the provisions of the transfer of the property act, contract act and the specific relief act shall apply.

c) The DEVELOPER is entitled to cancel the Joint Venture Agreement during the pendency of the development, if they face any practical difficulties or litigation in proceeding with the development work due to default of owner. The OWNER is not entitled to terminate this Joint Venture Agreement. However, the OWNER and the DEVELOPER may jointly decide to cancel and terminate this agreement if both parties mutually feel and agree that it is inappropriate to proceed with the development of the project. In the event of termination of this Agreement due to any of the reasons aforesaid, accounts will be mutually settled and the DEVELOPER will be compensated by OWNER with all the monies spent for the development of the property including

approval fees, architects' fees, cost of construction and all expenses incurred, which may be ascertained mutually.

d) Upon signing of this Agreement, the OWNER hereby grants an irrevocable physical possession and authority to the DEVELOPER to enter into and upon the "A" Schedule Property for the purpose of soil testing, demolishing old structures, surveying, measuring and marking the extent and erect the name board of the DEVELOPER with the detailed particulars of the Commercial complex that is proposed to be built on the "A" Schedule Property and for doing any other preconstruction job on the "A" Schedule Property.

22. The OWNER shall at all times furnish such affidavits, indemnities, guarantees, which may be required by the competent authorities such as Coimbatore LPA, corporation of Coimbatore, municipal authorities, panchayat, T.N.E.B, T.N.H.B, C.M.W.S.S.B and other competent authorities for the fulfillment of the statutory requirements and also sign such plans drawings and other documents for obtaining necessary approvals.

• All expenses such as architect fees, legal charges, development charges, security deposits, vector charges etc. shall be borne by the DEVELOPER. The DEVELOPER shall obtain the consent/general power of attorney and also obtain such other particulars and forms duly executed by the OWNER for the purpose of obtaining patta/town survey extract from the concerned authorities and for the sub-division etc. The OWNER further agrees that the interest earned out of the deposits/bank guarantees that may be provided by the DEVELOPER for the infrastructure Development charges, DTCP/LPA/Corporation security deposit or other statutory deposits, paid by the DEVELOPER shall not be claimed by the OWNER in any manner.

23. All the common areas and amenities in the proposed Commercial complex shall be used in common by all the occupants/tenants in the same proposed complex.

24. That the DEVELOPER on completion of construction of the Commercial complex in all respects shall intimate the same in writing or through email and hand over possession of OWNER's share as per Schedule "B" in the constructed area to the OWNER.

25. That the DEVELOPER hereby unequivocally undertakes to set right any defect in construction which is brought to its notice within a period of SIX MONTHS from the date the OWNER is put into possession of his share of the constructed area. A period of SIX MONTHS' free maintenance is offered by the DEVELOPER for plumbing and electrical defects subject to following conditions:

a) The plumbing and electrical defects would be rectified (for a period of SIX MONTHS from the date of possession taken) only as long as the defects are not under category of "MISHANDLING" or "REGULAR WEAR AND TEAR".

b) Free maintenance offered by the DEVELOPER would not cover air cracks that may occur in the civil work. Air cracks are an inevitable occurrence in civil structures for a period of at least 2 years and hence this does not fall under category of free maintenance.

OWNER **DEVELOPER**

c) If the DEVELOPER fails to clear the defect or any deficiency in the quality of the construction or material deviation, is found within SIX MONTHS, then the DEVELOPER is liable to Compensate the OWNER for the same.

26. That the DEVELOPER shall not be held responsible to incur any liability in the event of any delay in completing the construction and delivering possession of the OWNER's share and also the DEVELOPER's share in the constructed area due to non-availability of steel, cement or any other building materials by reason of strike, flood, war, civil commotion, riots, pandemics/epidemics/endemics, Act of God and etc., or by reason of any rule or notification or order of any Court of law or any delay on the part of the Government.

Both the DEVELOPER's share & the OWNER' share of the proposed Commercial complex will be developed at the same pace will be finished within the declared time period of 24 months (from the date of obtaining approval from all necessary competent authorities) plus a grace period of 6 months.

27. The OWNER may pay 2.75% of the revenues as selling and marketing expenses to the DEVELOPER from out of the revenues payable to them towards their share of the selling and marketing expenses and this is optional to the owner.

28. That the OWNER agrees to pay up-to-date the rates and vacant land taxes due in respect of the Schedule property and after that, such rates and taxes shall be paid by the DEVELOPER in the name of the OWNER from the day of obtaining approved building plan till completion of the project. The OWNER agrees to provide at their cost all the necessary documents, encumbrances certificates, A - Register extracts, Patta Extracts, FMB Extract or any other document and particulars and NOC from Revenue Department, PWD and/or any other Government Authorities at their cost as may be required by the Promoter/DEVELOPER in order to obtain final legal opinion from their Bank/Customer's lawyers in respect of "A" Schedule Property.

29. It is further agreed that the all the original documents pertaining to the "A" Schedule Property and other records as detailed in the Schedule "D" shall be kept in a bank locker, which will be jointly opened and operated in the name of the OWNER and DEVELOPER. The foresaid documents shall not be removed from the bank locker without the consent of both, the OWNER and the DEVELOPER.

a) The OWNER agrees to the responsibility to bring forth all the contents of the bank locker (the aforesaid documents) during the time of registration of all total nos. of Commercial units to the Registrar Office.

b) Failure to do so (OR) any loss that may occur due to delay on part of OWNER to present all the aforesaid documents at the Registrar Office (during registration of any of the proposed total nos. of Commercial units) would be compensated in full by the OWNER to the DEVELOPER.

OWNER **DEVELOPER**

c) Further it is agreed that the copies of the said documents would be handed over to BUILDING OWNERS ASSOCIATION formed thereafter, once the project is completed and possession is handed over to the intending purchasers. However, after the completion of the project and upon handing over the original title deeds to BUILDING OWNERS ASSOCIATION the same shall be made available for inspection as and when demanded by the ALLOTTEES / OWNER or by the DEVELOPER, and at no point and in no circumstances the said documents shall be destroyed. The lists of documents submitted are detailed in Schedule "D". The copies of the documents alone can be given since the other properties of the owner are also covered in the said original deeds.

30. That the OWNER assures the DEVELOPER that he (OWNER) is in absolute possession of the "A" Schedule Property and no other person has any right in the "A" Schedule Property. The OWNER also further assures that he has not encumbered the "A" Schedule Property in any manner and that there is no restraint for them to develop the "A" Schedule Property as above. The OWNER agrees that he shall not do any act or thing from today in contravention of this development agreement by entering into any agreement or making arrangements in favour of third parties. The OWNER declares that the "A" Schedule Property is good, valid and marketable and subsisting and that no one else except the OWNER herein has any right, title, interest, claim, demand or share in the "A" Schedule Property that they have not encumbered the "A" Schedule Property in any manner not subject of any subsisting encumbrance, court proceeding, mortgages, agreement of sale or litigation or acquisition or requisition proceedings, attached proceedings or maintenance claim or charge in favor of any financial institution or third party for any borrowing. The OWNER hereby declares that the "A" Schedule Property do not come within the purview of the Tamil Nadu urban land (ceiling and regulation) Act, 1978, the Tamil Nadu land reforms (Fixation of ceiling on land) Act, 1961 or any other statute in force. The OWNER further declares that there are no other statutory dues payable by them to any person or person(s) including any income tax arrears and other, charges payable on account of regulation in force.

31. The DEVELOPER agrees to complete the project and handover the share of the OWNER within 24 months (plus with a grace period of 6 months) from the date of the R.E.R.A. approval/L.P.A. Approval. For the purpose the date of completion shall be reckoned as the date of issue of completion certificate by competent authority (or) the date of handing over of the unit whichever is earlier. However subject to

a) Force majeure condition: This includes floods, earthquake, injunction from court, pandemics/epidemics/endemics, government restrictions or orders, change of rules and regulations or any other act of god due to which the completion of this project is impossible within the time stipulated. It is also agreed that time shall be essence of this agreement.

OWNER **DEVELOPER**

b) Delay on obtaining service connections from the concerned authorities and or electricity power/water connection shall not be constructed as delay in completion of the projects as contemplated above.

c) If the DEVELOPER fails to complete the construction within the time stipulated as mentioned above, then he is liable to pay to the OWNER by way of damages Rs.5/- per sq. ft. per month (which includes the grace period of 6 MONTHS). As such the OWNER shall not have any right/title or interest over and in respect of earmarked area to the extent as per Schedule "B" of constructed area belonging to the DEVELOPER.

32. It is agreed that any GST taxes or any other new tax being levied in respect of the OWNER' share of super built-up area proposed under this agreement, the same shall be paid by the OWNER only; however for the super built-up area allotted to the DEVELOPER, the applicable GST taxes are to be paid by the DEVELOPER only. The DEVELOPER would hand over the super built-up area pertaining to 32.42% share of OWNER only if the OWNER produce the challan after paying G.S.T. for each commercial unit of their 32.42% share. Without the OWNER producing the challan of payment of G.S.T., the DEVELOPER will not give handover of the OWNER' share of Commercial units.

33. That the DEVELOPER on completion of the construction of the Commercial complex in all respects, shall intimate the same in writing and hand over the identified/specified sites to the extent of 32.42% of share in the constructed area to the OWNER from time to time.

34. That the DEVELOPER shall keep the OWNER fully indemnified against any costs or claims, actions or proceedings, loss or liability that may arise against the OWNER by reason of failure on the part of the DEVELOPER in discharging its obligations and liabilities on account of any act or commission and omission in carrying on the construction activity or to fulfill or observe its statutory or legal obligations and duties inclusive of the employees Compensation Act, while putting up the construction upon the Schedule property. The developer will be responsible for any injury or casualties that arise at site.

35. After completion of all works the DEVELOPER would inform the OWNER via official mail that the building is ready. The LANDOWNER agrees to pay his portion of GST within one month from intimation mail or official communication.

36. That the OWNER shall repay to the DEVELOPER the Performance Guarantee Money as per clause (12). However, the OWNER are entitled for a grace period of 90 days from letter of intimation from thr DEVELOPER for repayment of the Performance Guarantee Money without any interest whatsoever. If for any reason the OWNER do not repay the Performance Guarantee Money within the grace period, then the same will be paid by them together with interest @ 9% per annum for the delayed period.

OWNER **DEVELOPER**

37. The LANDOWNER further agrees to pay his portion of Corpus fund, Refundable advance, etc. in part or partially within 90 days from the official communication of completion.

38. It is agreed that the OWNER and the DEVELOPER shall make their respective purchaser/s become members of the Association/Society to be formed for the upkeep and maintenance of the proposed Commercial complex and common amenities and bear the proportionate cost thereof.

39. Both parties agree that if any one of them commits default in performance of its/her part of contract, then the party in default shall compensate the other party the loss sustained by it by reason of such default in terms of money.

40. In the event of the OWNER intending to modify/alter the existing internal lay out or scheme of the unit including change of floor tiles, fixtures, electrical points, plumbing points, doors etc. the same shall be informed within one month from the 'Appointed date'. The same shall as far as possible subject however to design constraints and other technical feasibility permitted subject to the same not violating any condition of approval granted by the competent authorities and in such event the additional cost shall be borne by the OWNER, on such demand being made by the DEVELOPER. The OWNER on request of additional changes other than the specifications given in Schedule "C", shall pay the amount in advance towards the cost for change of materials and labour in advance.

41. The DEVELOPER shall have the right, to make any alterations, additions, improvements or repairs whether structural or non-structural, interior, exterior, ordinary or extraordinary on relation to any unsold units within the building and the OWNER shall be done (without deviation of the approved plan) in such a manner, that it does not result in gross deviation of the approval plan.

42. The OWNER agree that they shall become members of the association of the building OWNER / occupants to be formed by the DEVELOPER on behalf of the allottees and shall abide by the rules and regulations of the association with regard to enjoyment and maintenance of the common ways and amenities in respect of their space in the proposed Commercial complex. However till the association is formed the OWNER undertake to pay the periodical monthly maintenance charges to the DEVELOPER/ Maintenance Agency / Association of the OWNER from the date of the DEVELOPER intimating their readiness to handover Possession of the complex as agreed upon in this agreement to the OWNER, till such date the association takes over maintenance of the building. In case of default the parties hereto will be liable, for specific performance.

OWNER **DEVELOPER**

besides being liable for damages that may be sustained by the DEVELOPER. The OWNER further agree to pay regular maintenance /deposits for any unsold units in the Commercial complex, if any, after the association being formed and agrees to abide by the association rules and regulations.

43. The Parties agree that they shall retain the building complex as per the approved plans and shall not individually or jointly cause or permit to be done any alteration on the exterior of the proposed building including putting up of name boards, advertisements in spaces not allocated for the same. The exterior color and aesthetic harmony of the building shall be maintained and if any changes are to be effected, including change in the color scheme it shall be done so on mutual written consent with the DEVELOPER.

44. The Parties herein mutually agree that the OWNER and the DEVELOPER and or their respective nominees shall not use the Commercial space to be constructed on the "A" Schedule Property for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be nuisance or danger, or diminish the value or the utility of the other portions of the building complex in occupation of other or their successors in titles or to the occupiers of any neighboring property. In the event of such default, the defaulting parties shall be liable to indemnify the other aggrieved parties being the owner/occupants of other portions of the building for any loss damage that they may suffer or be put to on account of the defaulting parties breach of the obligations contained in this clause.

45. The OWNER and the DEVELOPER and/or their nominees shall park their cars/vehicles only at the specific car park space specially allocated to them, subsequent to this agreement for joint development and shall not park their cars or vehicles in common passages/drive ways or areas which are marked as common areas.

46. In the event of any doubt, difference or dispute in the interpretation or implementation of the agreement or the development or on any matter concerning this agreement or the development or any claim arising out of this agreement, the same shall be referred to an Arbitrator jointly appointed by both the parties and such arbitration shall be in English and as per the provisions of arbitration and conciliation act, 1996. The seat of such arbitration shall be restricted to Coimbatore jurisdiction only. The arbitration shall be conducted before a sole arbitrator appointed jointly/collectively by the disputing parties. In the event that the disputing parties are unable to agree on a sole arbitrator with in 15 (fifteen) business days, then the parties shall forthwith approach the high court of Madras under the provision of the arbitration and cancellation act, 1996 for the appointment of a sole arbitrator; arbitration awards shall be reasoned awards and shall be final and binding on the disputing parties.

OWNER **DEVELOPER**

47. This agreement shall be executed in duplicate. Both the parties are entitled to have a copy each. Both the copies shall be treated as originals.

48. If the OWNER intends to sell any part or whole of his share of 32.42% of the super built-up area in the proposed Commercial complex, he is not allowed to sell for any selling price less than the Launch price (fixed by the DEVELOPER) on launch date.

49. It is mutually agreed that the DEVELOPER has the right to alter dimensions of the proposed Commercial complex slightly, in order to provide better aesthetics (for instance, provide a thicker coat of plastering on the walls to avoid the protrusion of beams and columns).

DESCRIPTION OF PROPERTY

SCHEDULE OF PROPERTY

Schedule – A

Item – 1

In Coimbatore South Registration District, Peelamedu Sub Registration District, in Coimbatore South Taluk, in Krishnarayapuram Village, in SF No. 339/1A, an extent of 36.56 cents or 15924.07 sq.ft. within the following boundaries,

North of - Lands belonging to Jegadeesan in Sf No. 339/1A

South of - Lands belonging to Govindarajulu and G Ranganathan in SF No. 404

East of - Lands situated in SF No. 404

West of - Lands situated in SF No.339/1A belonging to Manoharan

In this property measuring

North South on the West 40 meters

North South on the East 25.6 meters + 3 meters

East West on the South 9.7 meters + 48 meters

East West on the North 42.2 meters + 10 meters

Within this the property measuring 36.56 cents (15924.07 sq.ft) together with the rights over the existing roads for ingress and egress.

OWNER **DEVELOPER**

The property situated in SF No.339/1A and at present in Town Survey Number 201/1 & 201/2 in Town Survey Ward Number AA (27). The property is situated within Coimbatore Corporation Limits.

This portion is shown in blue color in the plan attached to this Deed.

Item 2

In Coimbatore South Registration District, Peelamedu Sub Registration District, in Coimbatore South Taluk, in Krishnarayapuram Village, in SF No. 339/1A, an extent of 0.84 cents or 365.87 sq.ft. within the following boundaries,

North of - 17 ft wide pathway used by Manoharan

South of - Lands belonging to Manoharan in SF No.339/1A

East of - Lands belonging to Manoharan & Jagadeesan in Sf No. 339/1A

West of - Lands situated in SF No.339/1A belonging to Sujatha

In this property measuring

North South on the West 3.8 meters

North South on the East 3.8 meters

East West on the South 9.1 meters

East West on the North 9.1 meters

Within this the property measuring 0.84 cents (365.87 sq.ft) together with the rights over the existing roads for ingress and egress.

The property situated in SF No.339/1A and at present in Town Survey Number 201/2 in Town Survey Ward Number AA (27). The property is situated within Coimbatore Corporation Limits.

This portion is shown in purple color in the plan attached to this Deed.

Item – 3

In Coimbatore South Registration District, Peelamedu Sub Registration District, in Coimbatore South Taluk, in Krishnarayapuram Village, in SF No. 339/1A, an extent of 1.70 cents or 740.45 sq.ft. within the following boundaries,

North of - Lands belonging to Manoharan in Sf No. 339/1A

South of - Lands belonging to Govindarajulu and G Ranganathan in SF No. 404 & 15ft wide pathway

OWNER **DEVELOPER**

East of - Lands belonging to Manoharan in Sf No. 339/1A

West of - Lands situated in SF No.339/1A belonging to Manoharan and 15 ft wide pathway

In this property measuring

North South on the West 25.6 meters

North South on the East 18.3 meters

East West on the South 3.3 meters

East West on the North 2.7 meters + 2.5 meters

Within this the property measuring 1.70 cents (740.45 sq.ft) together with the rights over the existing roads for ingress and egress.

The property situated in SF No.339/1A and at present in Town Survey Number 201/2 in Town Survey Ward Number AA (27). The property is situated within Coimbatore Corporation Limits. This portion is shown in skyblue color in the plan attached to this Deed.

Item 4

In Coimbatore South Registration District, Peelamedu Sub Registration District, in Coimbatore South Taluk, in Krishnarayapuram Village, in SF No. 339/1A, an extent of 3.95 cents or 1720.46 sq.ft. within the following boundaries,

North of - Lands belonging to Manoharan in Sf No. 339/1A

South of - 15 ft wide pathyway

East of - Lands belonging to Manoharan in Sf No. 339/1A

West of - Lands situated in SF No.339/1A belonging to Sujatha

In this property measuring

North South on the West 18.3 meters

North South on the East 16.9 meters

East West on the South 9.1 meters

East West on the North 9.1 meters

Within this the property measuring 3.95 cents (1720.46 sq.ft) together with the rights over the existing roads for ingress and egress.

OWNER

DEVELOPER

The property situated in SF No.339/1A and at present in Town Survey Number 201/2 in Town Survey Ward Number AA (27). The property is situated within Coimbatore Corporation Limits. This portion is shown in orange color in the plan attached to this Deed.

Item 5

In Coimbatore South Registration District, Peelamedu Sub Registration District, in Coimbatore South Taluk, Krishnarayapuram Village, in SF No. 339/1A part an extent of 2796.30 sq.ft. or 6.42 Cents within the following boundaries

East of - Lands belonging to Jagadeesan

West of - Lands in SF No. 339/1A belonging to Manoharan & Sujatha

North of - Lands belonging to Jagadeesan and 30 feet North south road

South of - Lands in SF No. 339/1A belonging to Jegadeesan & Manoharan

Admeasuring

North South on both sides 5.34 Metres

East West on both sides 48.7 Meters

Within this an extent of 259.88 sq.mts or 2796.30 sq.ft or 6.42 cents of vacant land enjoyed as common pathway.

In this my share of pathway rights in an extent of 1.21 Cents within the following boundaries

South of - Lands in SF No. 339/1A belonging to Manoharan

East of - 17 ½ ft pathway in SF No. 339/1A

West of - Lands in SF No. 339/1A belonging to Sujatha and Manoharan

North of - 30 ft North South Public Road

Admeasuring

North South on both sides 5.34 Meters (17'6")

East West on both sides 9.1 Meters (30')

Within this an extent of 48.98 sq.mt or 1.21 cents or 527 sq.ft. of vacant land enjoyed as common pathway. This land is presently situated in T.S.No.203 Ward No. AA(27) within Coimbatore Corporation limits.

This portion is shown in yellow color in the plan attached to this Deed.

OWNER **DEVELOPER**

A PLAN SHOWING THE PROPERTY of 38.26 CENTS TO BE DEVELOPED AS COMMERCIAL PROPERTY AND THE PROPERTY OF AN EXTENT OF 6.00 CENTS TO BE GIFTED TO CORPORATION FOR THE PURPOSE OF ROAD IS DELIENATED IN COLORS IS APPENDED TO THIS JOINT VENTURE AGREEMENT.

SCHEDULE "B":

The total Super built-up area in the "A" Schedule Property: 47,240sq. ft.

Owner : 32.42% in land and 32.42% in the super built-up area

Developer : 67.58% in land and 67.58% in the super built-up area

and the Sharing of units as below :

DEVELOPER AND LAND OWNER SHARING OF UNITS

	3505 Sq.Ft	2400 Sq.ft
FIRST FLOOR	B1	C1
	A1	D1
SECOND FLOOR	B2	C2
	A2	D2
THIRD FLOOR	B3	C3
	A3	D3
FOURTH FLOOR	B4	C4
	A4	D4

LAND OWENR SHARE	A1,A2,B2,C2,D2
DEVELOPER SHARE	B1,C1,D1,A3,B3,C3,D3,A4,B4,C4,D4

SCHEDULE "C":
SPECIFICATION FOR COMMERCIAL

BUILDING AMENITIES:

- Elegant facade for the building
- Air-conditioned main lobby with imported marble flooring
- Elevators with Auto Rescue Devise from Johnson / Kone/ Eqv make (8 passengers)
- Elevator and common lobbies finished with vitrified tile and granite.
- Elevator lobby dado finished with vitrified tile and granite.
- Dedicated washroom on each office floor for each office space
- 100% DG power back-up for entire building
- Façade cleaning system
- Drivers room and washroom on selected podium/parking levels
- Framed structure with R.C.C
- Internal & External – Double coat cement plaster with cement finish
- Window frames & shutters in UPVC; Elegantly designed MS painted grills and high standard hardware
- External: 1 coat primer and 2 coats of external weather bond finish
- Internal: 2 coats of Acrylic Emulsion paint of Asian make or equivalent; smooth finish with 1 coat of primer over 2 coats of wall care putty in specified areas.

SAFETY & SECURITY FEATURES:

- Advanced firefighting system equipped with sprinkler system in designated common areas and inside individual office

OWNER **DEVELOPER**

- Fire alarm system provided in offices / retail and common areas
- CCTV surveillance in designated common areas
- Access control through visitor management system equipped with turnstile on ground floor
- RFID controlled boom barriers at main gate and parking ramp

SERVICES:

- Public address system in designated common areas
- Electric supply with individual meter provided for each office
- Energy – efficient LED lighting in designated common areas & garden
- Provision of EV charging points

BUILDING SPECIFICATIONS:

OFFICE SPACES:

- Vitrified tile flooring
- Tile flooring and dado in washroom
- Laminate finished main door and washroom door
- Gypsum plaster on internal walls
- Premium CP and sanitary fittings for washroom from Roca
- Provision of space for signage/name plate for offices on all floors

ELECTRICAL:

- Power: Dedicated __ KV/____V Feeders to ensure quality power. Concealed Copper Wiring in PVC Conduits. Power outlets for air-conditioners in respective areas.
- Backup power: Electrical Provision only for individual UPS power. UPS will not be provided.
- 3 Phase supply for each Commercial unit and individual meter boards.Miniature Circuit Breakers (MCBs) & ELCB. All electrical modular switches & sockets of Legrand/MK / Finolex make or equivalent make.

COMMUNICATION:

- Connectivity across community for all voice, video and data communication (TV, internet, intercom and telephone).
- Telephone points in all office space

AIR CONDITIONING ELECTRICAL PROVISION:

- Air Conditioners electrical provisions shall be installed in all office space

MISCELLANEOUS:

- Handrailing: SS Handrail with matte finish for Main Staircase

COMMON

- Compound wall all around the campus with three types of security system
- A separate security room
- Intercom facility & CCTV
- Corporation water and drainage connection.
- Deep bore well or open well for ground water with suitable R.O.Plant – 1 Bore well
- Underground sump separate for both metro water and ground water
- Rain water harvest
- Guest Toilet & Common Toilet for Maintenance Staff

OWNER **DEVELOPER**

SCHEDULE "D":

List of Documents submitted by the OWNER TO the DEVELOPER

S.No.	Date	Description of Documents	Document No.	Original / Photocopy
1.	17.11.1995	REGISTERED WILL –TO MANOHARAN	68/1995	-COPY-
2.	26.07.2006	RELEASE DEED- FROM SAVITHRI	2249/2006	-COPY-
3.	21.08.2019	DEATH CERTIFICATE- SAVITHRI		-COPY-
4.	26.07.2006	SETTLEMENT DEED- TO SUJATHA	2251/2006	-COPY-
5.	01.02.2024	SETTLEMENT DEED-FROM SUJATHA	466/2024	ORIGINAL
6.	09.05.2024	RELEASE DEED – FROM MANOHARAN	2016/2024	-COPY-
7.	09.05.2024	RELEASE DEED – FROM JAGADEESAN	2015/2024	-COPY-
8.	10.05.2024	SETTLEMENT DEED – TO JAGADEESAN	2033/2024	-COPY-
9.	27.05.2024	RELEASE DEED – FROM SASIKALA	2273/2024	-COPY-
10.	27.05.2024	SETTLEMENT DEED – FROM SUJATHA	2274/2024	-COPY-
11.	27.05.2024	SETTLEMENT DEED – FROM SUJATHA	2275/2024	-COPY-
12.	27.05.2024	POWER OF ATTORNEY TO DEVELOPER	70/2024	ORIGINAL
13.		EC		
14.		ROAD GIFT DEED		
15.		TSLR		
16.		VLT		
17.		EC		

OWNER **DEVELOPER**

In witness where off, both parties have signed this instrument at Coimbatore on this the 05th day of JUNE 2024, before the following witnesses:

DEVELOPER **OWNER**

SUJATHA wife of Manoharan Govindasamy and M.ARVIND son of Manoharan Govindasamy hereby confirm the contents of the Joint Venture Agreement and also confirm that MANOHARAN GOVINDASAMY son of P.V.Govindasamy is the absolute owner of the property and he has got unfettered right to enter into the present JOINT VENTURE AGREEMENT.

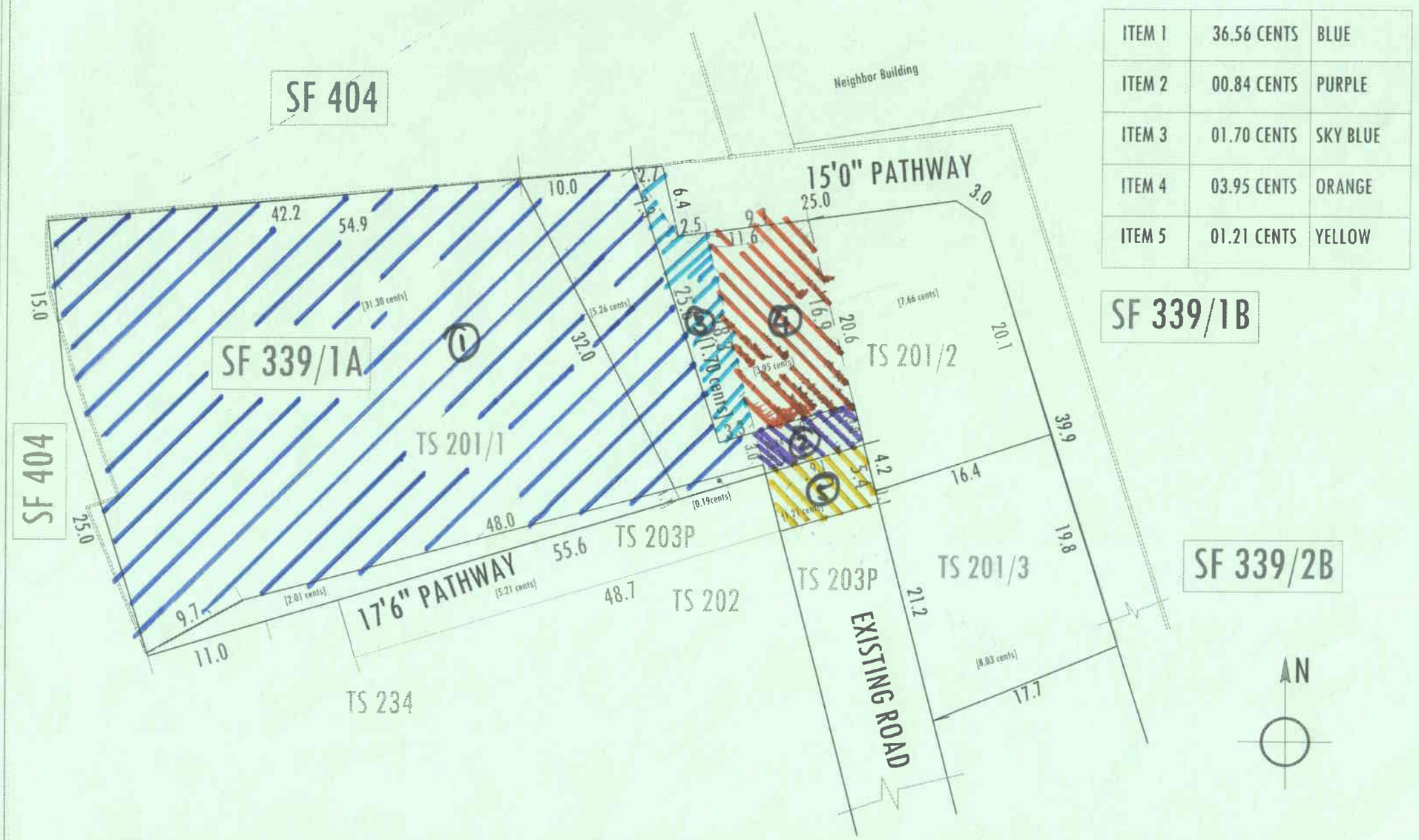
SUJATHA **M.ARVIND**

WITNESSES:

1) G. Arivazhagan S/o C. Sankaran
No: 7, Thilagavathi 2nd cross, Thillai nagar,
Selvapuram, Coimbatore.

2) SOWMIYA RAJESH
27, First Street, T. Nagar,
Ramanathapuram, Cbe - 45.

OWNER **DEVELOPER**



ITEM 1	36.56 CENTS	BLUE
ITEM 2	00.84 CENTS	PURPLE
ITEM 3	01.70 CENTS	SKY BLUE
ITEM 4	03.95 CENTS	ORANGE
ITEM 5	01.21 CENTS	YELLOW

COMBINED PLAN SHOWING THE BOUNDARIES IN SF 339, TS 201 / 1, 201/ 2, 201/ 3, 203 IN KRISHNARAYAPURAM VILLAGE, COIMBATORE TALUK



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

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

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