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Date: 22/08/2024

From:

R.Arunkumar,
No.6/3, West Kodambakkam Road,
West Mambalam,
Chennai – 600 033.

To:

Tamil Nadu Real Estate Regulatory Authority (TNRERA)
No.1A, 1st Floor,
Gandhi Irwin Bridge Road,
Egmore,
Chennai – 600 008.

Respected Sir,

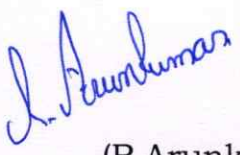
Sub: Consent Letter for operating project bank account No. 5285020100061 64 with Union Bank of India, Nanganallur, Chennai

I am one of the power of attorney of below mentioned site address and got plan approval from CMDA, now we are applying for TNRERA Certificate, I hereby confirm that I have no objection Mr.R.Revathikumar another POA for operating the above bank account for completing the project.

Project Address: T.S. No.29, 41&42, Block No.10, ward No: F, Adambakkam Village, Door No.9/6, Vaigai Street and Krishna Street, Bharath Nagar, Adambakkam.

Thanking You,

Yours Faithfully



(R.Arunkumar)



தமிழ்நாடு तमिलनाडु TAMIL NADU

m/s. Suprabhath Constructions

025757
13 JUL 2023

Ch.bl

23AC 782742

S. SINGARAVELU
STAMP VENDOR
No.2, 4th Main Road, (Market),
Nanganallur, Chennai - 600 061.
L.No: 4255 / 21 / 95

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is entered into on this the **20th** Day of **OCTOBER** Two Thousand Twenty three **(20.10.2023)** at Chennai.

BETWEEN : **Mrs.P.S.LAVANYA,** (Pan No.ACOPL8154G), Aadhaar Card No.3988 7513 5934, Wife of S.Damodar, Hindu, aged about 42 years, Residing at Flat No.C5, THE GROVE SENGAMALAM APARTMENTS, NGO Colony, Adambakkam, Chennai – 600 088

(hereinafter referred to as the **'OWNER'** which term, wherever the context so requires or admits, shall mean and include her heirs, executors, administrators and assigns and successors-in-title).

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For SUPRABHATH CONSTRUCTIONS

Proprietor

AND : **M/s. SUPRABHATH CONSTRUCTIONS**, carrying on business at No.33A, 29th Street and 6th Main Road, Thillai Ganga Nagar, Nanganallur, Chennai-600 061, duly represented by its Proprietor **Sri.R.REVATHIKUMAR,** PAN No.ADXPR4290B, Aadhaar No.7887 3514 8926, Son of (Late) S.Rajendran, Hindu, aged about 55 years, (hereinafter referred to as the **"DEVELOPER"** which expression shall wherever the context so requires or admits, mean and include its successors-in-title and assigns of the **OTHER PART**);

WITNESSES AS FOLLOWS:-

1. **WHEREAS** the "Owner" herein is the absolute owner of all that piece and parcel of **VACANT HOUSE SITE** situated at No.9/6, Vaigai Street, Bharath Nagar, Adambakkam, Chennai:600088 admeasuring an extent of about **7979 Sq.ft.** comprised in Paimash No.339, 340 and 341, S.No.236/7, T.S.No.29, 41 & 42, in Block No.10, Ward 'F', vide **REGULARISATION OF LAND TO RESIDENTIAL PURPOSE** Layout (Regularization 2018), T.S. Nos.29, 41 & 42, Block No.10, Ward No.'F' of Adambakkam Village, Greater Chennai Corporation, Zone No. XII, Division No.165 of an extent of **7979 Sq.ft.** Approved Vide No.RL/WDCN12/00710/2018, Permit No.01429/2018, approval date 07.12.2018, herein referred to as "Schedule Property");
2. **WHEREAS** the schedule property is the separate property of the Owner, herein having acquired by way of a SETTLEMENT DEED dated 09.02.2011 registered as Document No.398 of 2011 in the office of the Sub-Registrar, Alandur;
3. **WHEREAS** the schedule property is converted to residential purposes as state above and the Owner is in peaceful possession and quiet enjoyment of the Schedule Property with clear, valid, subsisting, unimpeachable and marketable title to the same;
4. **WHEREAS** the Owner being desirous of developing the Schedule Property, negotiated with the Developer herein who has necessary experience in the construction of Apartment Buildings;
5. **WHEREAS** the Owner has represented to the Developer as follows: -
   (a) that the Owner is the absolute Owner of the Schedule Property and her title thereto is good, marketable and subsisting and none other has any right, title and interest or share therein
   (b) that the Schedule Property is the separate property of the Owner received by way of a family Settlement
   (c) that the Schedule Property is not subject to any encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

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For SUPRABHATH CONSTRUCTIONS

Proprietor

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(d) That the Owner has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

(e) That the Owner is in possession and enjoyment and personal occupation of the Schedule Property;

(f) That there is no impediment for the Owner to acquire or hold or to sell the Schedule Property under any law;

(g) That the Schedule Property qualifies to achieve 2.5 normal FSI, in accordance with prevailing planning regulations;

and acting on the said representations, the Developer herein, being well known promoter in development of residential apartments, in this locality, after a detailed inspection and study of the Schedule Property and title of the Owner thereto, have agreed to the proposal made by the Owner subject to certain terms and conditions as mentioned below in this Joint Development Agreement.

6. **WHEREAS,** after considering the above, the terms and conditions agreed to between the parties is set out below under this **JOINT DEVELOPMENT AGREEMENT:-**

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Owner and Developer under this Agreement, the Owner and the Developer hereby agree to develop jointly, all that piece and parcel of **VACANT HOUSE SITE** situated at Door No.9/6, Vaigai Street, Bharath Nagar, Adambakkam, Chennai:600 088 admeasuring an extent of about **7979 Sq.ft.** comprised in Paimash No.339, 340 and 341, S.No.236/7, T.S.No.29, 41 & 42, in Block No.10, Ward 'F', vide **REGULARISATION OF LAND TO RESIDENTIAL PURPOSE** Layout (Regularization 2018), T.S. Nos.29, 41 & 42, Block No.10, Ward ' F ', of Adambakkam Village, Greater Chennai Corporation, Zone No. XII, Division No.165 of an extent of **7979 Sq.ft.** Approved Vide No.RL/WDCN12/00710/2018, Permit No.01429/2018, approval date 07.12.2018 described in the Schedule below and hereinafter collectively referred to as the **"SCHEDULE PROPERTY",** in the following manner:-

(a) The Developer shall develop the Schedule Property by constructing an Apartment Building therein (hereinafter referred to as the "Project") at its cost and expenses.

(b) The Developer shall develop the Schedule Property and the Owner hereby permits the Developer to develop the same. The scheme of development shall be of Residential Apartments and a buyer of an undivided right and interest in the Schedule Property will be allotted the right to construct or cause to be constructed, own and enjoy a specific apartment in the buildings to be constructed on the Schedule Property (hereinafter referred to as the said building) and a car parking unit under the said scheme and the buyers shall secure such apartment and car parking unit constructed by the Developer herein.

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For SUPRABHATH CONSTRUCTIONS

Proprietor

(c) The Developer shall construct and deliver to the Owner, **60%** of the constructed area to be constructed on the Schedule Property along with proportionate Car Parking area and Terrace Area, hereinafter referred to as **"OWNER'S CONSTRUCTED AREA** in consideration of **40%** of undivided share of the Schedule Property to be transferred from the owner to the developer or its nominees.

(d) In consideration of the Developer agreeing to deliver the Owner's Constructed Area and agreement to payment of the refundable deposit, as mentioned below, to the Owner, the Owner shall transfer an undivided **40%** in the land comprised in the Schedule Property to the Developer or their nominees and retain the remaining undivided in the land comprised Schedule Property;

(e) The Developer will be entitled to **40%** share of the constructed area along with corresponding undivided share in land in the Schedule Property along with proportionate Car Parking area and Terrace Area hereinafter referred to as **"DEVELOPER'S CONSTRUCTED AREA".**

1) PERMISSION FOR DEVELOPMENT:

1.1) The Owner shall irrevocably permit and authorize the Developer to enter upon the Schedule Property and develop the same by developing and constructing an Apartment Building as per the said scheme and also as per Sanctioned Plan, subject to the terms of this Agreement, after the Developer obtaining the sanctions of building plans and against the parties recording the sharing of areas in the proposed development based on the sanctioned plans; This right of entry and work shall constitute "permissive possession" under a "license" coming within the meaning of section 52 of the Indian Easements Act, 1882 and shall not be construed as delivery of possession in part performance under Section 53A of the Transfer of Property Act 1882;

1.2) The Owner shall not revoke the permission so granted to the Developer, subject to due compliance of the terms agreed by the Developer, till completion of the entire Project. The Developer will be marketing Developer's Constructed Area and incurring expenditure for construction of the Project in the Schedule Property, having been permitted to develop by obtaining Plan Sanction, License etc; The Owner hereby agrees not to interfere or interrupt in the course of construction of the Project and/or commit any act or omission having the effect of delaying or stopping the work that has to be done under this Agreement.

2) PLANS/LICENCES:

2.1) The Developer shall prepare the necessary Plans/ Drawing/Design for the construction of the Project and shall submit the same to the Planning Authority for sanction and License of Plan. The responsibility and expenses for preparing and obtaining necessary Licenses and Sanctioned Plan shall be that of the Developer; All charges and deposits are payable by Developer.

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For SUPRABHATH CONSTRUCTIONS

Proprietor

2.2) The Developer shall be entitled to submit fresh Plan, from time to time as may be considered necessary by the Architect of the Project or as required by any public authority, as long as it does not materially affect the entitlement of the Owner under this Agreement in any manner whatsoever;

2.3) The Developer shall obtain all required planning permissions at its cost for construction of the Project on the Schedule Property and shall obtain necessary permission from Tamilnadu Real Estate Regulatory Authority, for marketing and sale of Apartments in the Project;

3) CONSTRUCTION:

3.1) The Developer shall at its cost, construct and develop a Project in the Schedule Property viz. Apartment Building/s as per the Sanctioned Plan with internal and external services, amenities, facilities including compound walls, lobbies, staircases and etc. The construction shall be in accordance with the specifications for luxury apartments, having the minimum specifications mentioned in the Annexure to this Agreement. There shall not be any deviation from the approved plan in construction.

3.2) The Developers will be entitled to engage Architects, Engineers, Contractors and others, as they deem fit to execute the construction work; however in case of disputes between the Developer and their contractors, architects, engineers and other workmen, suppliers of materials and other persons who are engaged by the Developer in the development of the Schedule Property, the same shall be settled by the Developer and the Owner shall have no liability of any nature whatsoever;

3.3) The Developer shall share the Original or Duplicate or Certified copies of all the approvals, NOCs, Completion certificate and Licenses, obtained by them to the Owners, as and when obtained;

3.4) The Developer shall use the materials of superior brand and grade for construction and quality water suitable for construction. In any event, salt water shall not be used for construction on the Schedule Property;

3.5) The Developer shall achieve 2.5 normal FSI on the Schedule Property and shall also utilize Premium FSI, if so feasible. The cost of the charges payable towards Premium FSI shall be borne proportionately between the Owner and Developer, in accordance with ratio of **60%:40%.**

4) COST OF CONSTRUCTION:

4.1) The entire cost (including Architects fee and charges/fee if any, to be paid for obtaining Licenses and Sanctioned Plan) for construction of the entire Project to be put up in the Schedule Property including the area falling to the share of the Owner shall be borne by the Developer. The **OWNER** shall not be required to contribute any amount towards the cost of construction;

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For SUPRABHATH CONSTRUCTIONS

Proprietor

4.2) Any claim, cost, charge, expenses or compensation to be paid to the labour employed by the Developers, shall be paid by the Developer and the Owner shall not be responsible in any manner whatsoever for such claims;

5) SHARING OF BUILT AREA:

5.1) In consideration of Owner agreeing to transfer an undivided **40%** of the land comprised in the Schedule Property to the Developer or their nominee/s, under the said scheme of development of Apartments, the Developer agree to construct and deliver to the Owner, free from all encumbrances and liabilities, **60%** share of the super built-up area in the project viz., Apartment Building to be constructed on the Schedule Property along with the proportionate share in the covered/open Car Parking Area and Terrace (hereinafter together referred to as the **"OWNER'S CONSTRUCTED AREA")** for the absolute use and/or benefit and ownership of the Owner or his nominees. The cost of construction of the Owner's Constructed Area shall be borne by the Developers only;

5.2) In consideration of the Developer agreeing to deliver the Owner's Constructed Area as per Para 5.1 above, the Owner hereby agrees to transfer/convey to the Developer or their nominees, **40%** undivided share under the said Scheme, in the land comprised in the Schedule Property;

5.3) The Owner's Constructed Area shall be the absolute property of the Owner and they shall be entitled to sell, mortgage, gift, lease or otherwise dispose off the same or any part thereof, along with her **60%** of undivided share in the land comprised in the Schedule Property, and proportionate Car Parking Area to be constructed in the Schedule Property and they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from;

5.4) The Developer shall be entitled to hold or to sell, or otherwise dispose of the remaining **40%** share in the land and buildings comprised in the Schedule Property along with the along with the proportionate share in the Covered/Open Car Parking and Terrace (hereinafter referred to as **"DEVELOPER'S CONSTRUCTED AREA")** in any manner they deem fit and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising there from;

5.5) After sanction of Plans but before submission of papers to TNRERA, the Owner and Developer shall decide upon the Units falling to their respective shares, by mutual discussions, fair manner and enter into an Allocation Agreement before the commencement of construction on the Schedule Property. The Parties shall not offer for sale to prospective purchaser/s from the common public by the Developer, before obtaining necessary permission for sale;

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For SUPRABHATH CONSTRUCTIONS

Proprietor

5.6) As an Unit cannot be fragmented to enable the Owner to retain **60%** of the super built-up area in the Project, the Owner shall be entitled to such number of Apartments whose super built up area will be nearer to **60%** of total super built area in Schedule Property and in the event of the area falling to the share of the Owner is less than **60%** share, then in that event the Owner shall become entitled to be paid by the Developer for such fractional shortfall at the price mutually fixed by the parties, based on the market price. In the event, the total super built-up area of the Owner exceeds **60%** share of super built-up area, the Owner shall be liable to pay to the Developer for such fractional excess area at the price mutually fixed by them. The term 'Owner's Constructed Area' and 'Developer's Constructed Area' stands modified to the extent of apartments and proportionate car parking spaces, allocated to them towards their share. The Parties agree to record the Allocation in a separate Supplemental Agreement to this Agreement;

5.7) The **PARTIES** specifically agree that the **DEVELOPER** shall bear the cost of interior wood works in all the kitchens falling to the share of the **OWNER.** For the Owner self-use flat **(one unit)** the **DEVELOPER** shall bear the cost of Bedroom Wardrobes, Modular Kitchen, 4X4 floor tiles and Wall texture / Royal painting.

5.8) The **DEVELOPER** shall have the right and authority and to receive and appropriate for themselves, the full sale price and consideration from the prospective buyers both in respect of the sale of **"DEVELOPER'S CONSTRUCTED AREA"** and in respect of the sale of corresponding rights to shares of undivided interests, rights and title relating to Developer's constructed area in the Schedule Property in the apartments to be constructed on the Schedule Property;

6. REFUNDABLE DEPOSIT:

1) In consideration of the Owner permitting the Developer to develop the Schedule Property, the Developer shall pay to the Owners an interest free refundable deposit at **Rs.50,00,000/-** (Rupees Fifty lakhs only) on the schedule property; The Developer has paid the Owner a refundable deposit of **Rs.50,00,000/-** (Rupees Fifty lakhs only) to the **OWNER Mrs.P.S.LAVANYA** by way of **RTGS.**

2) The refundable deposit as mentioned above paid by the Developer to the Owner herein is free of interest and the same shall be duly refunded by the Owner on the completion of project in all aspects for habitation on the Schedule Property and handover of the Owner's Constructed area, in accordance with this Agreement.

7) DELIVERY:

7.1) The Developer shall commence the construction work within a period of 15 days from the date of issue of Plan Sanction by Corporation of Chennai / CMDA.

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For SUPRABHATH CONSTRUCTIONS

Proprietor

7.2) The Developer shall complete the construction of the Project within a period of 22 months (Twenty Two months) Plus a grace period of 2 months (in all 24 months) from the date of obtaining Building License from the Corporation of Chennai for the construction of the building;

7.3) However the Developer shall not incur any liability for any delay, due to any act of God or due other natural event and accidents of fire, cyclone, incessant rains, riots, disturbance of peace and other events of "Force Majeure" to any Injunction or Prohibitory Order (not attributable to any action of the Developer or conditions of force majeure. In any of the aforesaid events, which are beyond the control and responsibility of the Developer, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Constructed Area. During the period the construction is in progress, the **OWNER** and/or his authorized representatives shall have the right to carryout inspection of the construction work, to check the quality of materials and conformity with specifications for luxury Apartments being used for the same.

7.4) In the event of delay in completion of construction of **"OWNER'S CONSTRUCTED AREA"** subject to conditions of force majeure, the Owner herein shall be entitled to a monthly compensation for such delay, which shall be calculated in accordance with the provisions of prevailing Real Estate Act and rules. The cost of apartment shall be calculated based on the market price of Developer Constructed area.

7.5) After the completion of the project on the Schedule Property the Developer shall obtain a completion certificate from the Authority, at its cost.

7.7) Further, it shall be the responsibility of the Developer that on completion of construction of the Project on the Schedule Property, the Developers shall duly apply and obtain the Domestic Electricity Connection for the Apartments, applicable Electricity connection for Common areas, Water and Sewerage Connections, on payment of all the required deposits and charges, from the concerned statutory authority within the aforesaid 2 months of Grace Period. The Developer shall keep the Owner indemnified against any loss, damages or claims that he may suffer for not obtaining such amenities from the concerned authorities.

7.8) The Developer agree to indemnify the Owner against any structural defects and defects in electrical/mechanical/lifts/workmanship in accordance with the provisions.

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For SUPRABHATH CONSTRUCTIONS

Proprietor

8) INDEMNITY:

8.1) The Owner hereby confirms that her title to the Schedule Property is good, marketable and subsisting and that none else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrance, attachment, Court or taxation or acquisition proceedings or charges of any kind. The Owner shall keep the Developers fully indemnified and harmless, against any loss or liability, cost or claim, action or proceedings that may arise against the Developer on account of any defect in or want of title on the part of the Owner or on account of any delay caused at the instance of the Owner;

8.2) The Developer shall keep the Owner fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the Owner in the Schedule Property and the Building to be constructed thereon by reason of any failure on the part of the Developer to discharge their liabilities/obligations to the labour employed by them or any claims of the labour contractors or on account of any act of omission or commission in using the Schedule Property or putting up the construction; and further the Developers shall be fully liable and responsible to the Government, Corporation of the City of Chennai, Chennai Metropolitan Development Authority and all other Authorities for compliance of all the statutory requirements regarding construction;

9) CONSTRUCTION AGREEMENT FOR OWNER'S CONSTRUCTION AREA:

The Owner is entitled to sell or retain any part of Owner's Constructed area in the Project, for which the Developer agrees to enter into a separate Construction Agreement, with the transferee of the Owner's Constructed area or with the Owner, as the case may be.

10) TRANSFER OF DEVELOPERS' SHARE:

10.1) The Owner shall convey/transfer the Developer's share in the land comprised in the Schedule Property, corresponding to the Developer's share of constructed area in the Project, to the persons nominated by the Developer;

10.2) The Developer shall be entitled to enter into Agreements for Sale of undivided shares in the Schedule Property corresponding to Developer's constructed area in the Project with persons interested in owning Apartments of their own and enter into Construction Agreements with such intending Apartment Holders for the Developer's Constructed Area

10.3) The stamp duty, registration charges and expenses in connection with the preparation and execution of the Deed/s of Conveyance and/or other documents relating to the share in the land comprised in the Schedule Property agreed to be conveyed to the nominees of the Developers shall be borne by the Developer or the nominee/s of the Developer as the case may be;

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For SUPRABHATH CONSTRUCTIONS

Proprietor

10.4) The **OWNER** shall, on execution of this Agreement, execute General Powers of Attorney (G.P.As) in favour of the **DEVELOPER** herein or their nominees granting them the following powers and authority for the **DEVELOPER** to act for and on behalf and in the name of the OWNER in respect of the matters set out below:-

(a) To represent the **OWNER** before any statutory authority and revenue and planning authorities, and to make written and oral representations before them including the filing of such forms, legal papers, statements etc., as may be required for obtaining the requisite permissions, sanctions, clearances and approvals under the law for the construction and development of the **RESIDENTIAL APARTMENT COMPLEX** and the infrastructure attached thereto.

(b) To enter into agreements with the prospective buyers of the apartments and car parking space falling to the share of the Developer on such terms and conditions as the **DEVELOPER** deem fit and to receive sale price and consideration from them under the same;

(c) To execute and register deeds of absolute sale and conveyance to and in favour of such prospective buyers of apartments and car parking space with regard to the **DEVELOPER'S** Constructed Area and corresponding Developer's Share in land comprised in the Schedule Property and to receive the sale prices and consideration in full from such prospective buyers

(d) To carry out all other matters which are incidental to and which arise out of the matters mentioned above.

(e) The **OWNER** herein shall be entitled to inspect the papers, documents, etc., procured by the **DEVELOPER** in pursuance of the powers conferred on the **DEVELOPER** in this regard under the General Power of Attorney.

11) <u>TAXES, MAINTENANCE, DEPOSITS ETC</u>:

11.1) The Owner shall be liable to bear the Property tax pertaining to the Schedule Property up to the date of this Agreement and the Developer shall pay in the name of Owner until handover of apartments and/or transfer of undivided share of land in Schedule Property, as the case may be.

11.2) After completion of construction of the Project on the Schedule Property, the same will be assessed to tax and the Owner or the purchasers of Apartments from the Owner's Constructed Area, shall bear the municipal tax in respect of the Owner's constructed Area and the Developers' shall bear the municipal tax in respect of the Developers' Constructed Area;

11.3) The Developer, shall also bear and pay all deposits, taxes, rates and cesses and charges for water, electricity and other services, infrastructure charges etc., payable in respect of the Owner' Constructed Area;

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For SUPRABHATH CONSTRUCTIONS

Proprietor

11.4) The Developer shall bear the applicable Goods and Services tax or any other tax, cess payable to authorities for the Owner's Constructed area and shall pay the same from its cost, although the Owner's are liable for the same. If the Owner are charged by the department in future, the Developer agrees to pay the same.

11.5) The Owner or the Purchasers of Apartments from Owner's Constructed Area and the Developers and their nominees in respect of Developer's Constructed Area, shall become members of a Owners welfare Association to be formed by all the Unit Holders (hereinafter referred to as the "Association") for the purpose of attending to maintenance, and safety of the Building and all matters of common interest and shall observe and perform the terms/conditions/Bye-laws/Rules/ Regulations of such Association, in accordance with the Tamil Nadu Apartments Ownership Act, 2022;

12) OBLIGATIONS OF THE OWNER:

12.1) The Owner shall on the execution of this Agreement, grant Specific Power of Attorney in favour of the Developer or its nominees, empowering to proceed with obtaining of Licenses and Sanctioned Plans and consents in regard to the Building/s to be constructed on the Schedule Property and authorizing the Developers to represent before any of the Statutory Authorities;

12.2) The Owner shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the Developer may lawfully require in order to : (a) obtain Licenses, Sanctioned Plan, Consents and (b) legally and effectively vest in the Developer and/or its nominee/s title in the Schedule Property for completing the development of the Schedule Property;

12.3) The Owner shall, execute a General Power of Attorney, inter alia empowering the Developer or its nominees to sell, develop, convey etc., the developers area of land comprised in the Schedule Property or any part thereof and further empower the nominees of Developer to obtain any other clearance that may be necessary for conveyance of the Schedule Property falling to the share of the Developer. The said Power of Attorney shall be duly authenticated before the concerned Sub-Registrar of Assurances by the Owner. All cost of attending to the execution and registration of the Power of Attorney shall be borne by the Developer;

13) DOCUMENTS OF TITLE:

The Owner has delivered all the original Documents of Title relating to the Schedule Property to the Developer;

14) NAME OF THE BUILDING:

The name of the Apartment Building to be constructed will be decided mutually by the parties;

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For SUPRABHATH CONSTRUCTIONS

Proprietor

15) BREACH AND CONSEQUENCES:

In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach.

16) OTHER MATTERS:

16.1) The Developer hereby agree, assure and covenant that notwithstanding anything agreed to by the Owner in the agreement of sale and agreement to build executed with the prospective purchasers of apartments being constructed on the Schedule Property, fulfilling the obligations as regards construction related aspect shall be the responsibility of the Developer only and the Owner shall not be liable for such lapses and consequently any claim, damages or otherwise made by any person shall be attended to by the Developer only out of their cost and similarly the Owner assures that joining such agreements is for the limited purpose of assuring good title to the prospective purchasers and he further assures that it will always be his responsibility to ensure a good and marketable title to the Schedule Property.

16.2) All amendments or modifications or instructions and confirmations required under this **JOINT DEVELOPMENT AGREEMENT** shall be made by mutual consent and they must be in writing, identified as an amendment to this Agreement and signed by both parties.

16.3) This joint development agreement and the General Power of Attorney executed by the **OWNER** in favour of the Developer shall be duly stamped. The Power of Attorney shall be duly registered before the Sub-Registrar exercising relevant jurisdiction over the Schedule Property. The expenses relating to the same shall be borne by the Developer only.

17) MISCELLANEOUS:-

a) The words importing the singular only shall also include the plural and vice versa where the context requires.

b) Headings used in this Joint Development Agreement are for reference purposes only and shall not be deemed to convey anything by themselves.

c) The invalidity or unenforceability of any provision of this **JOINT DEVELOPMENT AGREEMENT** shall not affect the validity or enforceability of any other provision of this **JOINT DEVELOPMENT AGREEMENT,** each of which shall remain in full force and effect. If one or more provisions of this **JOINT DEVELOPMENT AGREEMENT** are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this **JOINT DEVELOPMENT AGREEMENT**, (ii) the balance of the **JOINT DEVELOPMENT AGREEMENT** shall be interpreted as if such provisions were so excluded and (iii) the balance of the **JOINT DEVELOPMENT AGREEMENT** shall be enforceable in accordance with the terms contained therein.

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For SUPRABHATH CONSTRUCTIONS

Proprietor

d) This Agreement is executed in duplicate. The original shall be with the **DEVELOPERS** and the Duplicate copy shall be with the **OWNER.**

18) ARBITRATION:

In the event of any disputes between the parties hereto relating to the matters mentioned above, the same shall be resolved through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications thereof, by a sole Arbitrator. The seat and venue of the Arbitration shall be in Chennai.

19) JURISDICTION:

The Courts in Chennai alone shall have the jurisdiction;

20) PERMANENT ACCOUNT NUMBER/GENERAL INDEX REGISTER NUMBER:

The Permanent Account Number/General Index Register Number of the Vendor and the Purchaser are as follows:-

a) **OWNER** : **MRS.P.S.LAVANYA, (Pan No.ACOPL8154G),**

b) **DEVELOPER** : **M/S.SUPRABHATH CONSTRUCTIONS, BY ITS PROPRIETOR, R. REVATHIKUMAR, (PAN NO.ADXPR4290B).**

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF VACANT HOUSE SITE situated at Door No.9/6, Vaigai Street, Bharathi Nagar, Adambakkam, Chennai:600 088 admeasuring an extent of about **7979 Sq.ft.** comprised in Paimash No.339, 340 and 341, S.No.236/7, T.S.No.29, 41 & 42, in Block No.10, Ward 'F', vide **REGULARISATION OF LAND TO RESIDENTIAL PURPOSE** Layout (Regularization 2018), T.S. Nos.29, 41 & 42, Block No.10, Ward No.'F' of Adambakkam Village, Greater Chennai Corporation, Zone No. XII, Division No.165 of an extent of **7979 Sq.ft.** Approved Vide No.RL/WDCN12/00710/2018, Permit No.01429/2018, approval date 07.12.2018 bounded on the

NORTH BY - Lands Comprised in T.S.Nos.27 & 28, S.No.236/7 part;
SOUTH BY - Land Comprised in T.S.Nos.43 & 44, S.No.236/7part;
EAST BY - Land Comprised in T.S.Nos.26,30,37 and 40 and
WEST BY - Vaigai Street

within the sub registration district of Alandur and in the registration district of Chennai south.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS JOINT DEVELOPMENT AGREEMENT ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED:

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For SUPRABHATH CONSTRUCTIONS

Proprietor

ANNEXURE

TECHNICAL SPECIFICATIONS OF THE PROPOSED FLATS TO BE CONSTRUCTED UNDER THIS AGREEMENT.

(MDSS STANDARDS WILL APPLY, UNLESS OTHERWISE MENTIONED)

SPECIFICATION

STRUCTURE : RCC Framed structure with necessary foundation columns & beams etc.,

WALLS : Brick or Concrete Brick Exterior Brick walls with 9" thickness all other brick walls 4 ½" thickness.

CARPENTRY

MAIN DOOR : Teakwood Frame with Two paneled door, latch and Lock with Fittings.

OTHER DOORS: TW Frames with Flush door with commercial paint grade

WINDOW : UPVC windows with Glazed single shutters with pinhead glass.

GRILLS : MS Grills for Windows as per standard design.

TOILET : All toilet door & Utility doors will be of WPC door.

TILES

FLOORING : Vitrified Tiles Flooring in Hall, living, dining, bedrooms & Kitchen and with matching Skirting (Size 24"x24") of (any company make) base price of Tile is Rs.50 per S.ft.

TOILETS : Ceramic Tiles up to 7' height in colour (8"x12" of Gujarat make) base price of tiles is Rs.30/- per Sq.ft.

KITCHEN : Ceramic Tiles up to 2'0" height in colour (Plain Colour Gujarat Make) Tiles base price is Rs.35/- per Sq.ft.

STAIRCASE : Floor Area Eurocon Tiles, rest is ceramic tiles or equivalent make.

(The Developer shall before purchasing the tiles for Owner's Constructed area shall get confirmation of colour pattern and design with the Owner)

LOFT & CUPBOARD

KITCHEN : Loft (10'0"X2'0") & Two shelf (7'0"x3'0") over Kitchen platform (10'0"x2'0") With high Polished Black Granite slab over R.C. slab, Ceramic Tiles (2'0") above platform, with Stainless Steel sink with drain board of size 18"x36" basic cost of sink Rs.3,000/-

BED ROOM : Built in wardrobe (7'0"x3'0") and loft (10'0"x2'0").

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P.S.

For SUPRABHATH CONSTRUCTIONS

Proprietor

SANITARY AND PLUMBING

TOILET One Water Closet (White or Ivory colour)
One Wash Basin (White or Ivory colour)
One Hot and Cold water Tap.
One Shower Rose.
One CP Tap
Provision for the use of Geyser.

All Toilet will be fixed with EWC and One wash basin will be provided in the Dining Hall (White or Ivory Colour).

KITCHEN Two CP Tap.

NOTE: In case sanitary ware of colours other than White or Ivory are chosen the actual difference in cost shall be reimbursed by the buyer.

ELECTRICAL POINTS

WIRING :Concealed wiring with copper wires, sheets and Modular switches confirming to ISI specifications. Necessary Points alone shall be provided.

HALL : One A/C Point, Two 5 amps Power Point, Two Light Point, Two Fan Points, One Television Point & One Telephone Point.

BED ROOM :Two 5 amps Power Point, One Light Point, One Fan Point & One A/C Point .

KITCHEN : One Light Point & Two 5 amps Power Points, One 15 amps Power Point, One Dishwasher Point, One Fridge Point & Exhaust fan in addition to light Points.

TOILETS : One 15 amps Power Point for Water Heater & One Light Point.

BALCONIES One Light Point.

UTILITY : One light point and 15 amps and one 5 amps point.

POWER : Three phase electrical service connection.

GENERAL : Magic Eye, Calling Bell Point, Cancelled wiring with minimum necessary point & Phase changer.

NOTE :Two 15 amps one for Fridge and one for washing machine will be provide in suitable place to suit to clients requirement.

PAINTING

WALLS : Two coat Putty, One coat primer, Two coat Emulsion.

CEILING : One coat Putty, One coat Primer, Two coat Emulsion.

DOORS : Two coats enamel paint of standard quality over one coat of Primer to all Doors, Windows and Grills.

MAIN DOOR : Front door shall be finished with varnish.

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For SUPRABHATH CONSTRUCTIONS

Proprietor

OTHER AMENITIES

WATER TANK : Water tanks for metro water and bore water shall be provided. Kitchen shall be provided with Metro water and the Toilets are connected to the bore well water (Common Overhead tank with common lines to the flats shall be provided)

SUMP-1 : 20000 Liters capacity underground sump shall be constructed for storing metro water.

SUMP-2 : 12000 Liters capacity underground sump shall be constructed for storing Borewell Water.

METRO WATER : Metro water service connection shall be provided.

SEWERAGE :Sewerage connection shall be provided.

POWER : Three phase Electricity supply shall be provided to each flat with separate meter.

POWER BACKUP Provided Automatic Power Backup for Lift, water motors, Common Lighting, CCTV and All Flats Lighting and Fan Points.

CAMERA Whole Common Area will be under surveillance.

SECURITY Security Room with attached Toilet.

COMPOUND Compound Wall shall be provided with necessary MS gates Plus Wicket Gate with Light. Additional backside Gate on East side.

CAR PARK One Covered Car Parking for Each Flats.

WOOD WORK In case any Internal carpentry work which is being done by buyer will be allowed only after handing over.

PLAN CMDA and Corporation Plan Approval.
RERA Approval and Completion Certification after completion of the work.

LIFT Automatic Lift for 6 Passengers.

RAIN WATER Two Professional Rain Water Harvesting.

WASH BASIN Wash basin in the Terrace with Tap.

EB Independent 3 phase connections and EB panel board for electricity distribution

BOREWELL 2 Bore wells with Motor

TOILET All Toilet chemical water proofing and Complete termite treatment.

TERRACE Terrace heat proofing (Old Style Weathering Course Brick Jelly, Lime, Kaduka, Waste Oil, Jaggery and Kerala Tiles) coating and water proofing.

BOARD All Flats Name Board. And All Flat Door Number Letter in Brass

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For SUPRABHATH CONSTRUCTIONS

Proprietor

CAR PARK	Car parking Tiles with Parking column painting (Yellow & Black)
SETBACK AREA	All side setback provided paver blocks.
ELEVATION	All work for Architects Design.
MATERIALS	All Materials with ISI quality and good company products will be used.

EXTRA EXP: Any change in specifications other than what is agreed on Construction Agreement will form basis for increase or decrease in agreed rates. In case of any increase in rates due to change in technical specifications the same shall be paid prior to taking up works. In case of any decrease in cost due to change on specifications the same shall be adjusted in the relevant stage of payment.

NOT INCLUDED

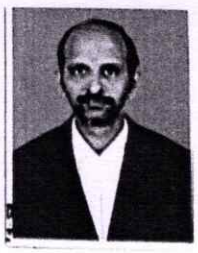
1. **Doors in Store Room, Pooja & Kitchen.**
2. **Shutters in wardrobes and lofts (other than kitchen)**
3. **Electrical fittings fan, light, heater, etc.,**
4. **Grills for balconies, Service & Main Door.**
5. **New Property Tax.**
6. **New Water and Drainage Tax.**

For SUPRABHATH CONSTRUCTIONS

Proprietor

OWNER **DEVELOPER**

DRAFTED BY:



WITNESSES:

1) M.S. Omprakash
M.S. OMPRAKASH

2) B. Lingasamy
S/O K. Balakrishnan.

J. Ram
J. RAM, B.A, B.L.,
ADVOCATE
Enrolment No: 83/94
No: 55, Law Chambers,
High Court Buildings,
Chennai - 600 104.

Carpet Area Statement

Date:21/08/2024

'SUPRABHATH 'At Door No.9/6, T.S.No.29,41&42, Barath Nagar, Adambakkam, Chennai 600 088, Alandur Taluk , Village, Chennai District, Tamil Nadu.

Adambakkam

Sl. No	Occupation	Block	Floor	Flat No.	Type	RERA CARPET (SQ.M)	Exclusive Balcony (sq.m)	Exclusive Verandah/Utility/ Service/Open Terrace (sq.m)	Proportionate Common Area (sq.m)	Total Area (sq.m)	UDS land Area (sq.m)	Car Parking (Nos.)	
												Covered	Open
1	Promoter	1	First	A1	2 BHK	66.73	0	3.65	26.94	97.32	33.95	0	1
2	Promoter	1	First	B1	3 BHK	99.56	2.60	3.33	35.86	141.35	49.73	1	0
3	Promoter	1	First	C1	3 BHK	75.87	2.52	3.70	34.10	135.76	47.81	1	0
4	Promoter	1	First	D1	2 BHK	58.92	2.97	2.93	23.59	88.26	31.21	1	0
5	Promoter	1	second	A2	2 BHK	66.73	0	3.65	16.07	97.32	33.95	0	1
6	Promoter	1	second	B2	3 BHK	99.56	2.60	3.33	23.50	141.35	49.73	1	0
7	Promoter	1	second	C2	3 BHK	75.87	2.52	3.70	22.58	135.76	47.81	1	0
8	Promoter	1	second	D2	2 BHK	58.92	2.97	2.93	8.82	88.26	31.21	1	0
9	Land owner	1	Third	A3	2 BHK	66.73	0	3.65	16.07	97.32	33.95	0	1
10	Land owner	1	Third	B3	3 BHK	99.56	2.60	3.33	23.50	141.35	49.73	1	0
11	Land owner	1	Third	C3	3 BHK	75.87	2.52	3.70	22.58	135.76	47.81	1	0
12	Land owner	1	Third	D3	2 BHK	58.92	2.97	2.93	8.82	88.26	31.21	1	0
13	Land owner	1	Fourth	A4	2 BHK	66.73	0	3.65	16.07	97.32	33.95	0	0
14	Land owner	1	Fourth	B4	3 BHK	99.56	2.60	3.33	23.50	141.35	49.73	1	0
15	Land owner	1	Fourth	C4	3 BHK	75.87	2.52	3.70	22.58	135.76	47.81	1	0
16	Land owner	1	Fourth	D4	2 BHK	58.92	2.97	2.93	8.82	88.26	31.21	1	0
17	Land owner	1	Fifth	A5	3 BHK	173.99	0	3.78	54.72	232.49	90.20	1	0
TOTAL										2083.25	741.00	13	3

Visitors car-2 Nos

S. SAMPATH KUMAR, M.Tech.(Stru.),
Registered Engineer
Reg. No: RE/GR-II/2023/05/279.
No. 12/54 New India Colony 2nd Street,
Adambakkam, Chennai - 600 091.
Mobile.98848 23456



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