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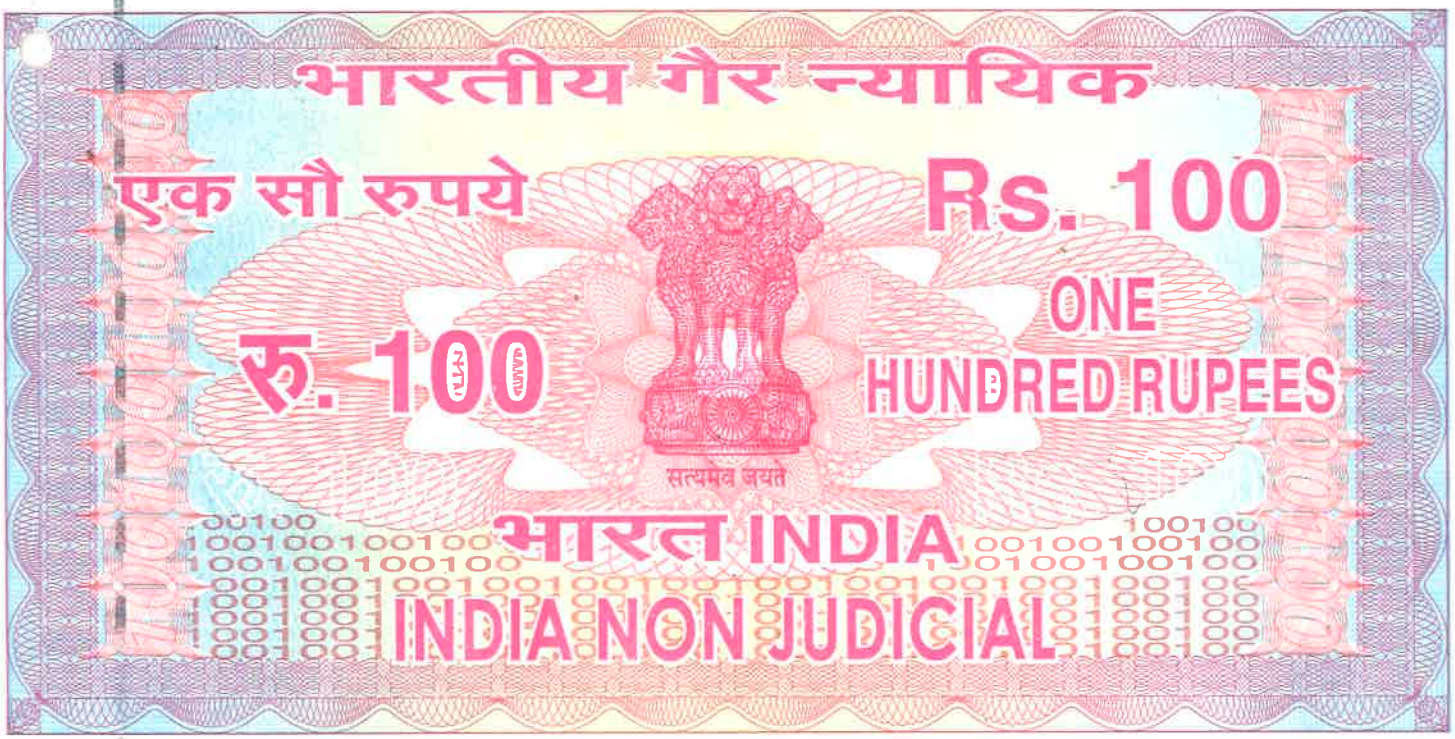
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தமிழ்நாடு तमिलनाडु **TAMILNADU**

DC 858672

S. Mangalam

S. MANGALAM
STAMP VENDOR,
18/2, MURTHY STREET.
CHENNAI - 600 033.
LICENCE No: 9942/89
PHONE · 23710754

மாவட்டக்கருவூலம் ஜூன் 06-2024 சென்னை-600035

8.7.2024 Kcee Properties Pvt Ltd
Chennai - 83

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is entered into at Chennai on this 15th day of July 2024;

BETWEEN

1. **Mrs.A.G.VASANTHI,** daughter of Late Mr.A.Giriraj, Hindu, aged about 57 years, residing at Door No.5/2, Plot No.20, Second floor, Kamatchipuram 1st Street, West Mambalam, Chennai – 600033 and
2. **Mr.A.G.DAYALAN,** son of Late Mr.A.Giriraj, Hindu, aged about 50 years, residing at No.6/07, Golden Treasure Apartment, Adayalampattu, Vanagaram, Ambattur, Chennai - 600095, hereinafter jointly referred to as the OWNERS;

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

1. A. G. Vasanthi
2. A. G. Dayalan

AND

M/S.KCEE PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No.8/19, First Floor, Second Street, Raghavan Colony, Ashok Nagar, Chennai - 600083, represented by its Managing Director Mr.L.Chandrasekaran, son of Mr. Lakshmikanthan, aged 58 years, hereinafter called the **DEVELOPER.**

The terms OWNERS and DEVELOPER shall mean and include their heirs, agents, representatives, administrators, Successors-in-interest, Successors-in-office and assigns.

WHEREAS under the Deed of Partition dated 09.01.1979, registered as Document No.83 of 1979, in the office of the Registrar of Madras North, A.Jayachandra Chettiar and his son A.Giriraj partitioned various properties under which A.Jayachandra Chettiar and A.Giriraj, were inter alia allotted the following:

A.Jayachandra Chettiar:		Plot Nos.19 and 20, measuring 2 grounds 1739 Sq.ft. comprised in T.S.Nos.30 and 31 of Postal Colony, West Mambalam, with house bearing Door No.3.
A.Giriraj	:	Plot No.18 measuring 1 ground 1184 Sq.ft. in T.S.No.29 of Postal Colony, West Mambalam – vacant land.

AND WHEREAS A.Jayachandra Chettiar died intestate on 11.05.1993 and his wife A.Dhanalakshmi also died intestate on 09.04.2002 leaving behind their son A.Giriraj as their only legal heir.

AND WHEREAS on the demise of A.Jayachandra Chettiar and his wife Mrs.Dhanalakshmi as aforesaid, Plot No.19, with the house thereon allotted to A.Jayachandra Chettiar under the aforementioned Partition Deed, devolved upon their only son and Class -1 legal heir Mr.A.Giriraj, absolutely under Section 8 of the Hindu Succession Act, 1956.

AND WHEREAS A.Giriraj was the absolute owner in possession of all that piece and parcel of land of a total extent of 7158 Sq.ft. being the aggregate of 3584 Sq.ft. bearing Plot No.18 and 3574 Sq.ft. bearing Plot No.19, comprised in Old S.No.181/1 (part) T.S.Nos.29 and 30, in Block No.47 of Kodambakkam Village, Mambalam Taluk, together with a dilapidated house thereon (now demolished) situated at No.7/3, Kamatchipuram, 1st Street, West Mambalam, Chennai - 33, morefully described in Schedule "A" hereunder, ever since he acquired the same in the manner aforesaid.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. G. Vinaud
2. A. G. Thayalan

AND WHEREAS A.Giriraj died intestate on 14.06.2020, as evidenced by the Death Certificate dated 17.06.2020 (date of issue), issued by Chennai Corporation, leaving behind the following persons as his only legal heirs:

(i)	A.G Nirmala	– wife
(ii)	G.Karunakaran	– son
(iii)	A.G.Vasanthi	– daughter
(iv)	A.G.Dayalan	– son

as his Class-1 legal heirs, as evidenced by the Legal heirship certificate dated 18.10.2020, issued by Tahsildar, Mambalam Taluk.

AND WHEREAS after the demise of Mr.A Giriraj, the Schedule "A" mentioned property came to be owned by his aforesaid legal heirs herein equally as co-owners with each party owning 1/4th (one-fourth) undivided share.

AND WHEREAS the Extracts from the Permanent Land Register (PLR) records the following:

(i) an extent of 3.33 ares (equivalent to 3584 Sq.ft.) comprised in Old S.No.181/1 (part) and T.S.No.29, in Block No.47 of Kodambakkam (Part-2) Town, Mambalam Taluk, Chennai District in the names of A.G.Nirmala, A.G.Karunakaran, A.G.Dayalan and A.G.Vasanthi.

(ii) an extent of 3.32 ares (equivalent to 3574 Sq.ft.) comprised in Old S.No.181/1 (part) and T.S.No.30, in Block No.47 of Kodambakkam (Part-2) Town, Mambalam Taluk, Chennai District in the names of A.G.Nirmala, A.G.Karunakaran, A.G.Dayalan and A.G.Vasanthi.

AND WHEREAS the under the Release Deed dated 19.06.2024, registered as Document No.1846 of 2024, in the office of the Sub-Registrar of Ashok Nagar, A.G.Nirmala and A.G.Karunakaran released all their right, title and interest in a 2/4th undivided share in the property described in Schedule "A" hereunder in favour of A.G.Vasanthi and A.G.Dayalan (the OWNERS herein).

AND WHEREAS the OWNERS represent that the OWNERS are the joint and absolute owners in possession of the property described in Schedule "A" hereunder ever since they acquired the same in the manner aforesaid.

AND WHEREAS the OWNERS have decided to promote and develop the Schedule "A" land.

1. A. G. Vasanthi

2. A. Dayalan

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

AND WHEREAS the DEVELOPER is a reputed builder having rich and vast experience in the field of promotion, development and sale of residential apartments in the city of Chennai.

AND WHEREAS the OWNERS approached the DEVELOPER and requested the DEVELOPER to promote the land described in Schedule "A" hereunder under a scheme of Joint Development.

AND WHEREAS the DEVELOPER agreed and offered to develop the vacant land described in Schedule "A' hereunder by constructing at its own cost a new residential building consisting of 10 (Ten) Apartments totally measuring 18,000 Sq.ft. together and allot to the OWNERS **6 (Six) apartments** totally measuring 10,800 Sq.ft. with each apartment measuring 1800 Sq.ft. of built-up area (inclusive of common area) and consideration for the undivided share of land to be conveyed by the OWNERS in favour of the DEVELOPER or its nominee/(s) and as well reserving for the DEVELOPER **4 (Four) apartments** totally measuring 7,200 Sq.ft. with each apartment measuring 1800 Sq.ft. (inclusive of common areas).

AND WHEREAS after mutual discussions the OWNERS and DEVELOPER have finalized the terms of the proposed development and decided to reduce into writing as follows.

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:- CLAUSE-1 : PROPERTY TO BE DEVELOPED:

All that piece and parcel of vacant land of a total extent of 7158 Sq.ft. being the aggregate of 3584 Sq.ft. bearing Plot No.18 and 3574 Sq.ft. bearing Plot No.19, comprised in Old S.No.181/1 (part) T.S.Nos.29 and 30, in Block No.47 of Kodambakkam (Part-2) Town, Mambalam Taluk, Chennai District, situated at Kamatchipuram 1st Street, West Mambalam, Chennai - 600033, more fully described in Schedule "A" hereunder.

2 : PROPOSED CONSTRUCTION

a. The OWNERS and DEVELOPER agree that the property more fully set out and described in Schedule "A" hereunder shall be developed into Residential Apartments consisting of 10 (Ten) Apartments with Stilt & 5 (five) Floors to be constructed by and through the DEVELOPER in accordance with the Approved Plan and subject to terms and conditions set out hereunder:

1. A. G. Vasant
2. A. G. Thayalan

For KCEE PROPERTIES P. LTD.

L. Chandresekaran
Managing Director

- Total Built-up area to be constructed: 18000 Sq.ft.

Built-up area allotted to the OWNERS:

- **10800 Sq.ft.** consisting of 6 (Six) apartments with each apartment admeasuring 1800 Sq.ft.

Built-up area allotted to the DEVELOPER

- **7200 Sq.ft.** consisting of 4 (Four) apartments with each apartment admeasuring 1800 Sq.ft.

b. The entire property of the OWNERS is more fully described and referred to in this agreement as 'Schedule-A property'; the land retained by the OWNERS is more fully described and referred to in this agreement as 'Schedule-B property'; the land agreed to be conveyed either to the DEVELOPER or its nominee(s) is described and referred to in this agreement as 'Schedule-C property'; the Apartments allotted to the OWNERS is more fully described and referred to in this agreement as 'Schedule-D property'; the Apartments allotted to the DEVELOPER is more fully described and referred to in this agreement as 'Schedule-E property' and the Specifications agreed upon by the parties herein is more fully described and referred to in this agreement as 'Schedule-F'.

CLAUSE-3: SHARING OF CONSTRUCTED AREA, UNDIVIDED SHARE AND MONETARY CONSIDERATION AND OTHER OFFERS OF THE DEVELOPER

(a) LAND SHARING

In consideration of the OWNERS agreeing and accepting to convey to the DEVELOPER or its nominee/s 2862 Sq.ft. undivided share in the land described in Schedule "A" hereunder, said 2862 Sq.ft. undivided share is more fully described in Schedule "C" hereunder and after retaining for themselves 4296 Sq.ft. undivided share of land more fully and particularly described in Schedule "B" hereunder, the DEVELOPER agrees and accepts to construct and deliver to the OWNERS 6 (six) Residential Apartments each admeasuring 1800 Sq.ft. inclusive of common areas, more fully and particularly described in Schedule "D" hereunder.

(b) SHARING OF CONSTRUCTED AREA

i) The OWNERS are entitled to a total built-up area of **10,800 Sq.ft.** consisting of 6 (six) apartments, with each apartment measuring 1800 Sq.ft. (inclusive of common areas), the apartments are morefully and particularly described in Schedule 'D' hereunder.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. G. Vasant
2. A. G. Thayalan

The DEVELOPER is entitled to a total built-up area of **7200 Sq.ft.** consisting of 4 (Four) apartments, each admeasuring 1800 Sq.ft.(inclusive of common areas), said apartments are morefully and particularly described in the Schedule 'E' hereunder.

(c) Monetary Consideration

The DEVELOPER agrees to pay to the OWNERS a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) as monetary consideration in the following manner:

(i) a sum of Rs. 16,00,000/- (Rupees Sixteen lakhs only) is to be paid to Mrs. A.G.Vasanthi at the time of signing this Joint Development Agreement and registering the Power of Attorney.

(ii) a sum of Rs.34,00,000/- (Rupees Thirty four lakhs only) is to be paid to Mr.A.G.Dayalan at the time of signing this Joint Development Agreement and registering the Power of Attorney.

(d) Goods and Service Tax (GST)

The DEVELOPER agrees to pay GST on behalf of the OWNERS for the apartments constructed for the OWNERS under this Agreement.

(e) Compensation in lieu of Interior Work

The DEVELOPER shall at its cost carry out the interior works for all the 6 (six) Apartments constructed for the OWNERS. In the event the OWNERS do not opt for interior work provided by the DEVELOPER then a sum of Rs.7,00,000/- (Rupees Seven lakhs Only) per apartment will be paid by the DEVELOPER to the OWNERS as reimbursement in lieu of interior work, during the interior work stage.

(f) Payment of Corpus Fund

The DEVELOPER agrees to pay a sum of Rs.25,000/- (Rupees Twenty five thousand only) to the building association as corpus fund on behalf of the OWNERS for each new apartment constructed for the OWNERS.

CLAUSE-4 : POWER OF ATTORNEY

The OWNERS shall execute a Power of Attorney in favour of the DEVELOPER and register the same to enable the DEVELOPER to proceed with not only all the acts, deeds and things connected with the development of the Schedule "A" property but also empowering the DEVELOPER to convey by way of absolute sale a 2862 Sq.ft. undivided share in the land described in Schedule "A" hereunder in favour of the DEVELOPER or its Nominee/s, said 2862 Sq.ft. undivided share is more fully and particularly described in Schedule "C" hereunder.

1. A. G. Vasanthi

2. A. G. Dayalan

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

CLAUSE-5: ARCHITECT, BUILDING PLAN AND APPROVALS

a. The architect, consultants, engineers, contractors and all other staff and workmen required for the Project shall be appointed by the DEVELOPER, at its own cost and expense to prepare drawings, plans, specifications and other related work for submission to CMDA/corporation and other authorities concerned for obtaining Approvals and for the purpose of proper construction and development of the Project. The DEVELOPER, through the architect, shall ensure that the Building Plan for the entire Project will be sanctioned and the Project can be developed in the manner as contemplated in this Agreement.

b. The DEVELOPER shall cause the architect to prepare the necessary drawings, specifications, building plan and other related work of the Project at the costs of the DEVELOPER. If the OWNERS desire to offer their views about the Building Plan of the Project to the DEVELOPER, then both the DEVELOPER and OWNERS will jointly sit for a meeting and finalise the same.

C. At its own cost and expense, the DEVELOPER has obtained all Approvals and Sanction in the name of the OWNERS, from competent Authorities for Building Plan (Including available FSI) required for the Project and shall develop and construct the building to be developed upon the Owner's Land and complete the Project, strictly in accordance with Sanctioned Building Plan. The DEVELOPER shall bear the expenses including deposits to be incurred for obtaining water, sewerage, and electricity connection for the Owner's Constructed Area and the DEVELOPER further agrees that the OWNERS are entitled to one car parking space for each new apartment allotted to them.

CLAUSE-6 : CONSTRUCTION

a. The DEVELOPER shall construct the building with all internal and external services amenities facilities, fittings, fixtures, compound wall, common area like lobby, staircase, and passages fully complying with and strictly adhering to the CMDA and other statutory Authorities norms, rules and regulations.

b. The construction shall be in accordance with the specifications as shown in Schedule F and as per the Sanctioned Plan fully complying the rules and regulations of CMDA and free from any deviation.

1. A. G. Vinod

2. A. G. Thayalan

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

c. The DEVELOPER shall be entitled to make additions and alterations in the construction as the DEVELOPER deems fit without materially affecting the entitlement of the OWNERS. The DEVELOPER shall have absolute discretion in matters relating to the method and design of construction and the DEVELOPER have to get written consent from the OWNERS for making any changes in the flats entitled to the OWNERS.

d. The open terrace area above the Fifth Floor shall be for the free use of the OWNERS and the owners of the other apartments in the building.

CLAUSE-7 : RIGHT OF OWNERSHIP

a. The Owner's Constructed Area shall be the absolute property of the OWNERS and they shall be entitled to peaceful possession and absolute enjoyment of the same and to sell, lease or otherwise dispose of the same or any part thereof along with the undivided share in the land and shall be entitled to all income, profits, capital appreciation and benefit of all kinds accruing, arising, and flowing there from.

b. The DEVELOPER and or their Nominee or Nominees shall be entitled to hold or to sell, lease or otherwise dispose of their share of the constructed area together with their undivided share of land and they shall be entitled to all income, gains, capital appreciations and benefits of all kinds accruing, arising and flowing there from.

c. The DEVELOPER shall be entitled to convey a 2862 Sq.ft. undivided share in the Schedule-A mentioned property along with the DEVELOPER' share of apartments to its nominee/s.

CLAUSE-8 : PROJECT SCHEDULE

The DEVELOPER agrees to deliver possession of the constructed area to the OWNERS within **20 months** from the date of the sanction and approval of the plan by the Corporation of Chennai and CMDA, **with a grace period of 4 months**. However the DEVELOPER shall not incur any liability for any delay in delivery of possession of the Owner's Constructed Area by reason of Government Restriction, Civil Commotion, Act of God, Lock down or due to any injunction or prohibitory order not attributable to any action of the DEVELOPER. In any of the aforesaid events the DEVELOPER shall be entitled to corresponding extension of time for delivery of the Owner's Constructed Area and the compensatory Rent will not be paid to the OWNERS for the delayed period. The time shall also stand extended in the event of delays in obtaining completion certificate or power/water/ sewerage connections and owners should be intimated about it.

1. A. G. Vinaud

2 A. G. Rajadam

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

The DEVELOPER agrees to pay the rent to each owner a sum of Rs.90,000/- (Rupees Ninety thousand Only) for each month beyond if the project delayed the total completion period of 24 months till the new flats are handed over to the owners, this amount will be paid only for the delayed period.

CLAUSE-9 : REPRESENTATIONS & WARRANTIES

I. The OWNERS represent and warrant as under:

a. The OWNERS hereby confirm and declare that there is no mortgage, charge or any other encumbrances over the Schedule-A mentioned property, and that the Schedule-A mentioned property is not subject matter of any pending litigation, testamentary disposition, proceedings or attachments or maintenance, claims, decrees, awards, executions, acquisitions, notifications, Will or subsisting agreement for sale or other orders of Court or Courts of Justice or any cloud on title of any nature whatsoever and that the same has not been offered as security or collateral security to any individual or banks or financial institutions, etc, Court or Courts of Justice or to any other Revenue, Municipal, or Government or other Authorities.

b. The OWNERS assure and confirm that they have not entered into any prior agreement for conveying the Schedule "A" Property and that this is the first Agreement they are entering for developing/conveying the Schedule "A" Property. The OWNERS undertake to keep the DEVELOPER fully indemnified against any loss or liability, cost or claim, actions or proceedings that may arise against the DEVELOPER on account of any defect in or want of title to the Property or on account of any delay caused at the instance of the OWNERS.

c. The OWNERS specifically declare and assure that the Schedule-A mentioned property is not subject matter of any recovery proceedings at the instance of Banks/Financial Institutions under the provisions of Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

d. The OWNERS have the right and capacity to enter into this Agreement and otherwise develop the Schedule-A mentioned land jointly with DEVELOPER as contemplated herein.

e.The DEVELOPER have in their possession all the original documents of title in respect of the Schedule-A mentioned land. Neither the OWNERS nor any person/s claiming by, through or under them have parted with the possession of the same to any third party to

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. C. Vinod

2 A. G. Thayalan

create any mortgage charge or encumbrance or other interest or third party rights of any nature whatsoever in respect of the same.

f. The OWNERS have handed over all the original documents and records pertaining to the Schedule "A" mentioned property to the DEVELOPER. The DEVELOPER shall keep the said original documents and records for safe custody only and the developer strictly undertakes not create any encumbrances using the said documents and records. The DEVELOPER agrees to return the original documents and records to the SECOND OWNER (Mr.A.G.Dayalan) on completion of this project. The Second Owner (Mr.A.G.Dayalan) agrees to produce the said documents for verification purposes or need in future by the purchasers of the apartments.

g. There are no legal restraints, impediments in executing this Agreement.

h. This Agreement constitutes legal, valid and binding obligations.

i. That in the event if the OWNERS are selling their share of the built-up area in the building to be promoted on the Schedule "A" property in future, they shall include the conditions imposed on them in this Agreement for Joint Development pertaining to the enjoyment of common areas, usage of the apartments and all other aspects involving common enjoyment of the building to be constructed on the Schedule "A" property.

II. The DEVELOPER represents and warrants as under:

a. The DEVELOPER is duly established and validly existing legal entity and has full power and authority to enter into this Agreement.

b. There are no legal restraints, impediments in executing this Agreement.

c. This Agreement constitutes legal, valid and binding obligations and this Agreement is consistent with and in consonance with the provisions of all the applicable laws.

d. The DEVELOPER is not in default under any agreement to which it is a party or by which it is bound and no litigation, arbitration or administrative proceedings are presently pending or threatened with default, litigation, arbitration, or administrative proceedings, as the case may be, might materially affect its ability to enter into or to perform its obligations or both under this Agreement.

e. The DEVELOPER has satisfied itself that the Schedule-A mentioned land is capable of being developed in the manner provided for in this Agreement and shall not raise any issue or objection in respect of the same. DEVELOPER has inspected the Schedule-A mentioned land and is aware of the area and terrain of the Schedule-A mentioned land.

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

A. G. Dayalan

f. The DEVELOPER has the necessary financial, organizational, and managerial infrastructure and expertise required for carrying out the development and construction of the Project on the Schedule-A mentioned land as per this Agreement and for performance of all its obligations contained in this Agreement.

g. The DEVELOPER agrees and undertakes that it will not create any encumbrances in the Schedule – A Property under any circumstances, including by pledging, mortgaging creating any third party rights or affecting the free title of the owners therein before the completion and handing over of possession.

III. The representations and declarations made by each Party as recorded herein are true in all aspects and are made by each Party knowing that relying upon the said representations and declarations, the other Party has agreed to grant the right to participate in the Project to be developed on the Schedule-A mentioned land as set out in this Agreement.

CLAUSE-10 : POST COMPLETION OF PROJECT

After completion of the Project and the construction of the Building in accordance with this Agreement, the DEVELOPER shall (i) obtain completion certificate from the CMDA, (ii) handover the possession of the OWNERS' portions of the Building along with the OWNER'S proportionate land share to the OWNER. The OWNER/DEVELOPER's nominee or nominees shall use the apartments allotted to them only for residential purpose and they are not allowed to let it for any commercial use. After allotment of all the residential units to the respective OWNER, the DEVELOPER shall have no right or claim to any undivided share retained by the OWNERS.

CLAUSE-11 : HANDING OVER OF POSSESSION:

The Owner's Constructed Area shall be handed over to the OWNER in one stage and not separately.

CLAUSE-12 : ASSOCIATION

Upon construction of the Building and the new apartments and after taking over possession of the new apartments, an Association of the Owners of the apartment, shall be formed which shall frame terms, conditions, rules, bye-laws and regulations for the Owners/residents of the Flats in the Building. Further, the entire Building to be constructed shall always remain under the control of the Association of the flat Owners. The DEVELOPER or the Purchaser or any other person and / or co-owner shall not construct any superstructure over the terrace of the Building. The proposed purchase of

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

1. A. G. Vmani
2. A. G. Thayalan

the apartments shall and will observe and perform terms, conditions, rules, bye-laws and regulations of the Association of owners. But the DEVELOPER is not responsible for forming the above Association and this clause is only suggestive and does not impose an obligation on the part of the DEVELOPER.

CLAUSE-13 : PAYMENT OF TAXES, DUTY AND CHARGES

a. GOODS & SERVICE TAX (GST)

The DEVELOPER has agreed to pay GST on behalf of the OWNERS herein and also agrees to pass on financial reduction (if any) in GST on to the OWNERS.

b. The Stamp Duty, Registration Charges and Expenses

Expenses relating to preparation and execution of the Deeds for the share of the property agreed to be conveyed to the DEVELOPER shall be borne by the DEVELOPER.

c. The OWNERS shall be liable to bear and pay all Taxes, Rates, and Cesses and charges for Electricity and other Service and the out goings payable in respect of the Owner's Constructed Area from the date of delivery of possession or on the expiry of one month from the date of service of a written notice by the DEVELOPER to the OWNERS that the apartment is ready for occupation. Obtaining property tax assessment for the new flat shall not be the responsibility of the DEVELOPER. However the DEVELOPER agrees to assist and help the Owners for said process.

CLAUSE-14 : MAINTENANCE CHARGES

a. The OWNERS will liable to pay maintenance charges to the DEVELOPER for each flat allotted to the OWNERS as applicable and arrived by the DEVELOPER from the date of handing over possession of the new apartments to the OWNERS till handing over the maintenance to the Association.

b. The diesel genset will be made available only after the Flat Owners Association is formed and it will be handed over to the association after providing service.

c. If the OWNERS do not accept possession of the constructed apartments on account of their own convenience after the apartment is ready for occupation, then the OWNERS shall continue to pay maintenance charges.

d. The DEVELOPER undertakes to provide maintenance / repairs in relation to any of the construction part up by it free of cost for a period of 4 years as per RERA norms, including any damages, cracks or any constructional defects.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. G. Varaud
2. A. G. Thayalan

e. The DEVELOPER assures and undertakes that only high and superior quality and materials are use in the construction and undertakes for set right and indemnify any defects or quality issues in the construction as per RERA norms.

f. The DEVELOPER assures and undertakes that this project is coming under the RERA norms; all the rules and regulations are applicable as per the RERA Act.

CLAUSE-15 : PRODUCT DEFECT RECTIFICATION

The product defect rectification on the part of the DEVELOPER is applicable only in respect of a given product's installation, functioning, working and assembling. It does not apply to product's warranty. In case of product's warranty, the OWNERS shall get it rectified directly through the manufacturer/seller.

CLAUSE-16 : ADDITIONAL REQUIREMENT OF OWNER/S & DEMAND BY OWNER/S FOR SPECIFIC PRODUCT

a. If the OWNERS opt for a different product other than the one specified in the specifications, then such product shall be supplied by the OWNERS and the actual cost of it shall stand adjusted in the amount payable to the DEVELOPER.

b. If the OWNERS prefer any additional requirement in their apartments, then same shall be provided by the DEVELOPER only after approval of cost in writing, by the OWNERS. If any modification or rework to be made, then the expenses shall be borne by that OWNERS only.

c. If the OWNERS are not satisfied with the Tiles and Toilet Fittings samples kept at the site for approval, the desired model shall be purchased and delivered at site by the OWNER and he will be reimbursed with the basic cost.

CLAUSE- 17: CHANGE IN ALLOTTED AREA

The OWNERS agree and accept that in the event the Statutory Authorities sanction and approve the Building Plan granting permission for construction of a lesser extent than for which the Plan has been submitted for approval and sanction then the built- area allotted to the OWNERS and the DEVELOPER will proportionately get altered.

CLAUSE-18 : BREACH OF AGREEMENT

In the event of breach of this agreement by either party, the aggrieved party is entitled to specifically enforce this Agreement apart from the entitlement to recover all losses and expenses incurred as a consequence of such breach from the party committing Breach.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. G. Vinand
2. R. G. Thayalan

CLAUSE-19 : ARBITRATION

All disputes and differences between the parties hereto in connection with this Agreement and/or touching these presents and/or with regard to the interpretation of the provisions hereof or with regard to the rights, obligations or liabilities of any of the Parties hereto or any account or payment to be made hereunder or as to any other matter in any way relating to or touching or concerning, or arising under this Agreement or any part thereof or otherwise howsoever affecting the Parties hereto shall be referred to Arbitration of sole arbitrator. Such an Arbitrator shall be appointed mutually by the parties herein. In case, parties could not concur, either party can approach the High Court of Madras for appointment of Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996. Venue of arbitration shall be Chennai and the language of arbitration proceedings shall be in English.

CLAUSE 20. JURISDICTION

The Courts in Chennai only and alone shall have jurisdiction with regard to any matter relating to or connected with this Agreement.

SCHEDULE-'A'.

All that piece and parcel of land of a total extent of 7158 Sq.ft. being the aggregate of 3584 Sq.ft. bearing Plot No.18 and 3574 Sq.ft. bearing Plot No.19, comprised in Old S.No.181/1 (part) T.S.Nos.29 and 30, in Block No.47 of Kodambakkam Village, Kodambakkam (Part-2) Town, Mambalam Taluk, Chennai District, situated at Kamatchipuram 1st Street, West Mambalam, Chennai - 600033, the said land bounded on the,

North by : 33 feet Kamatchipuram 1st Street (Postal Colony)
South by : Plot Nos: 26 & 27
East by : Plot No: 20
West by : Plot No: 17

situated within the Registration District of Central Chennai and Sub-Registration District of Ashok Nagar.

1. A. G. Vraud

2. A. Thayalan

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

4296 Sq.ft. undivided share in the land described in Schedule "A" above.

SCHEDULE-'C'
(Undivided share conveyed by the OWNERS to the DEVELOPER)

2862 Sq.ft. undivided share in the land described in Schedule "A" above

SCHEDULE-D
(Allotted to the OWNERS)

S.No.	Owner	Undivided Share	Built-up area (inclusive of common area)	Apt. No, Floor & Facing
1.	A.G.Dayalan	716 Sq.ft.	1800 Sq.ft	A - 1st Floor - West facing
2.	A.G.Dayalan	716 Sq.ft.	1800 Sq.ft	D - 2nd Floor - East facing
3.	A.G.Dayalan	716 Sq.ft.	1800 Sq.ft	F - 3rd Floor - East facing
4.	A.G.Vasanthi	716 Sq.ft.	1800 Sq.ft	E - 3rd Floor - West facing
5.	A.G.Vasanthi	716 Sq.ft.	1800 Sq.ft	H - 4th Floor - East facing
6.	A.G.Vasanthi	716 Sq.ft.	1800 Sq.ft	J - 5th Floor - East facing

SCHEDULE-E
(ENTITLEMENT OF THE DEVELOPER)

S.No.	Undivided Share	Built-up area (inclusive of Common area)	Apt.No, Floor & Facing
1.	716 Sq.ft.	1800 Sq.ft.	B - 1st Floor - East facing
2.	716 Sq.ft.	1800 Sq.ft.	C - 2nd Floor - West facing
3.	715 Sq.ft.	1800 Sq.ft.	G - 4th Floor - West facing
4.	715 Sq.ft.	1800 Sq.ft.	I - 5th Floor - West facing

SCHEDULE-F
SPECIFICATIONS

FOUNDATION:

- R.C.C. FRAMED STRUCTURE SHALL BE DESIGNED TO WITHSTAND EARTHQUAKE OF ZONE III BY LEADING STRUCTURAL CONSULTANT.

SUPERSTRUCTURE:

- R.C.C. COLUMNS AND BEAMS, ALL MAIN WALLS 9"AND PARTITION WALLS 4½" PLASTER INNER WALLS- SPONGE FINISH, OUTERWALLS – ROUGH FINISH.

DOORS AND WINDOWS:

- THE MAIN DOOR WILL BE SOLID TEAK DOOR WITH POLISH AND ORNAMENTAL BORDER ALL ROUND TO DESIGN.
- ALL THE WINDOWS & FRENCH DOORS ARE UPVC WITH GLASS AND GRILLS.

- ALL WINDOWS WILL BE PROVIDED WITH GRANITE SILLS.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. G. Vmaud-
2. A. G. Thayalan

- ALL WINDOWS WILL BE PROVIDED WITH GRANITE SILLS.
- THE INTERNAL DOORS ARE 32mm AMERICAN MOULDED SKIN DOORS WITH PAINT FINISH AND SS FITTINGS.
- THE TOILET DOORS ARE WATER PROOF FLUSH DOORS AND LAMINATED ON BOTH SIDE.

KITCHEN:

- GRANITE PLAT FORM WITH SS SINK AND CERAMIC TILE DADO OF 2 FEET.
- SERVICE AREA WILL BE PROVIDED WITH PROVISION FOR VESSEL WASHING AND PROVISION FOR WASHING MACHINE.
- PROVISION FOR RO WATER PURIFIER, ONLY PLUMBING.
- LOFTS WILL BE PROVIDED AS PER CLIENTS REQUIREMENT.

FLOORING:

- LIVING /DINING /BED /KITCHEN WITH 24"X24" VITRIFIED TILES OF JOHNSON/ASIAN/NITCO BRANDS. BASIC COST OF THE TILE IS 75.00/SFT.
- BALCONY FLOORING WILL BE RUSTIC CERAMIC TILES OF 12"X 12" OF THE ABOVE BRANDS. BASIC COST OF THE TILE IS 60.00/SFT
- ALL OTHER LOBBIES & STAIRCASE WITH POLISHED GRANITE SLABS AS PER THE ARCHITECT DESIGN.
- THE DRIVE-WAYS FINISHED WITH INTERLOCKING PAVING BLOCKS.

DINING:

- SUITABLE HANDWASH WILL BE PROVIDED.

TOILETS:

- DESIGN TILE CONCEPTS AS PER ARCHITECT'S DESIGN. TILES WILL BE PROVIDED UPTO ROOF SLAB. BASIC COST OF THE TILE IS 70.00/SFT.
- ONE GRANITE COUNTER BASIN AND ONE CONCEALED CLOSET IN MASTER BEDROOM TOILET.
- ALL FITTINGS ARE JAQAUR BRAND FITTINGS. SHOWER WILL BE PROVIDED WITH DIVERTER
- WALL HUNG CLOSETS AND WASH BASINS OF PARRYWARE/HINDWARE/KHOLER BRANDS.
- (INDIAN CLOSET WILL BE PROVIDED IN ONE BATH ROOM AS PER CLIENT REQUIREMENT).

PAINTING:

- OUTER PAINTING WILL BE APEX EMULSION PAINT OF TWO COATS.
- INNER PAINTING OF EMULSION OF NEROLAC / ASIAN/ ICICI / NIPPON WITH BIRLA CARE WALL PUTTY.
- THE MAIN DOOR AND FRENCH DOOR WILL BE POLISHED.
- THE TOILET/BED ROOM DOOR BOTH SIDES WITH PAINT FINISH.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

1. A. C. Vasanth

2.

ELECTRICAL:

- CONCEALED ELECTRICAL WIRING AND MODULAR SWITCHES OF MK/LEGRAND/CRABTREE SWITCHES.
- A.C. POWER POINTS FOR ALL THE BED ROOMS AND ONE IN LIVING.
- ADEQUATE FAN & LIGHT POINTS AS PER THE ARCHITECT DESIGN.
- CABLES WILL BE FINOLEX/ANCHOR/HAVELLS.
- SUFFICIENT PANEL BOARD WITH GENERATOR CHANGE OVER.
- TV, TELEPHONE POINTS FOR ALL BED ROOMS AND IN LIVING/DINING.

WATER SUPPLY:

- ONE BOREWELL OF ADEQUATE DEPTH AND RCC SUMP FOR METRO WATER OF 20,000 LITRES CAPACITY.
- ALL WATER STORAGE TANKS/SUMP WILL BE LAID TILES INTERNALLY FOR EASIER MAINTENANCE.
- OVERHEAD TANK WITH TWO COMPARTMENTS EACH FOR WATER SUPPLY FROM THE BOREWELL/WELL AND FROM THE SUMP.
- LADDER FACILITY FOR CLEANING THE TANK.

STAIRCASE:

- GRANITE FINISH STAIRCASE AND LOBBY WITH STAINLESS STEEL HAND RAIL.

PEST CONTROL:

- PEST CONTROL TREATMENT TO BE CARRIED OUT AS PER NATIONAL BUILDING CODE TO PROTECT FROM WHITE ANTS.

GENERATOR PROVISION:

- ADEQUATE DIESEL GENSET FOR ENTIRE BUILDING LIGHT AND FANS INCLUDING LIFT, AND MOTORS OF POWERICA/MAHINDRA BRAND.

LIFT:

- FULLY AUTOMATIC EIGHT PASSENGERS, JOHNSON, KONE, EMPEROR OR EQIVALENT BRAND LIFT.

GRILL PROVISION:

- GRILLS FOR MAIN DOORS AND BALCONY USING POLISHED MS RODS EXCEPT FRONT SIDE.

SECURITY:

- VIDEO DOOR PHONE WITH ACCESS CONTROL FOR ALL APARTMENTS.

For KCEE PROPERTIES P. LTD.

L. Chandrasekaran
Managing Director

1. A. G. Vraud
2. A. G. Thayalan

TERRACE:

- WATERPROOFING OVER WEATHERING COURSE WITH PRESSED TILES USING LIME AND BRICK JELLY,
- SEATING PROVISION AS PER DESIGN.

BUILDING MAINTENANCE:

- FREE MAINTENANCE PERIOD FOR THE PRODUCTS IS 12 MONTHS.THE BUILDING WILL BE MAINTAINED TILL ASSOCIATION IS FORMED AND CHARGED FROM ALL FLAT OWNERS ARRIVED AT THE TIME OF HANDING OVER BY THE BUILDER.

PROVISION OF ANY FEATURES NOT INCLUDED IN THE ABOVE LIST WILL BE AT ADDITIONAL COST AND TO BE BORNE BY THE LAND OWNERS.

SALIENT FEATURES:

- **GRANITE ENTRANCE LOBBY.**
- **GRANITE FINISH STEPS WITH STAINLESS STEEL HAND RAIL.**
- **DESIGNER TOILET CONCEPTS.**
- **PEST CONTROL TREATMENT.**
- **PUTTY FINISHED WALLS FOR ALL ROOMS.**
- **COMPLETE TOILET ACCESSORIES LIKE TOWEL RODS AND SOAP TRAYS.**
- **MODULAR SWITCHES.**
- **NAME PLATES FOR EACH FLAT.**
- **BACKUP GENERATOR FOR MOTORS, LIFT AND COMMON LIGHTS**
- **CLOTHING LINE IN TERRACE.**
- **ASSOCIATION ROOM (AS PER CMDA NORMS).**
- **SERVANT ROOM WITH DRIVERS' TOILET. (AS PER CMDA APPROVAL)**
- **9" THICK PARAPET WALL.**
- **RCC OVER HEAD TANK OF ADEQUATE CAPACITY WITH TWO COMPARTMENTS.**
- **RAIN WATER HARVESTING.**

In Witness Whereof the OWNER and the DEVELOPER have signed this Joint Development Agreement on the day, month and year first above written.

For KCEE PROPERTIES P. LTD.

L.Chandrasekaran
Managing Director

(DEVELOPER)

1. A. G. Vasal
2. A. G. Jayalam

(OWNERS)

WITNESSES

1. J. Kalyanasundaram
J. Raghupathy s/o K. Janakiraman
No. O-166, 29th St, O-Block,
Anna Nagar East, Chennai-102.

2. R. Vanitha
R. VANITHA D/O G. RAMAKRISHNAN
6/7, GOLDEN TREASURE APARTMENTS,
VANAGARAM CH-95

Our services go beyond

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.

Smarter Tools, Stronger Decisions

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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We're honored to be part of your
real estate journey

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