



2023 कलिकाट तमिलनाडु TAMIL NADU

10 JUN 2023

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Bhaggyam Constructions Pvt Ltd
Chennai

RAGUPATHI
STAMP VENDOR, L/No. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTA HIGH ROAD
NUNGAMBAKKAM, CHENNAI-600 034
MOBILE: 9445114347

AGREEMENT FOR JOINT DEVELOPMENT

THIS AGREEMENT FOR JOINT DEVELOPMENT ENTERED INTO AT CHENNAI ON THIS THE 25th DAY OF June, 2023 BETWEEN:

- [1-a] Mr. RAMAN KASI VISHWANATHAN, son of Mr.K.T. Raman, aged about 70 years, having Canadian Passport Number HN144499, Overseas Citizen of India Card Number A2496778, e-P.A.No. FXDPR6578H, and,
- [1-b] Mrs. THANGAMANI KASI VISHWANATHAN, wife of Mr.R.K. Vishwanathan, aged about 66 years, having Canadian Passport Number

For Bhaggyam Constructions Pvt Ltd

VR
Managing Director

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6A [Signature]
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HN142980, Overseas Citizen of India Card Number A2496752, both residing at 731 Dolly Bird Lane, Mississauga, Ontario, CANADA, L5W 1C7, hereinafter called the **FIRST LAND OWNERS**

[2] **Mr. V. ARAVIND**, son of Mr.P. Venkataraman, aged about 54 years, having Income Tax P.A.No. AAAPA6513G, Aadhaar No. 3909 6756 3730, residing at BC6, Whispering Heights, 132, St. Mary's Road, Alwarpet. Chennai 600018, hereinafter called the **SECOND LAND OWNER**

[3-a] **Mr.J.T.L. XAVIER**, son of Mr.Joseph Pillai, aged about 71 years, having Income Tax P.A.No. AAEPX9542Q, Aadhaar No.837265453263 and,

[3-b] **Mr. RITHIN XAVIER**, son of Mr.J.T.L. Xavier, aged about 37 years, having Income Tax P.A.No. AJYPA5169M, Aadhaar No. N/A, both residing at 2/4, 10th Trust Cross Street, Mandavelipakkam, Chennai - 600028, hereinafter called the **THIRD LAND OWNERS**.

[4] **Mr. N. GANAPATHY SUBRAMANIAM**, son of Late Mr. S. Natarajan, aged about 63 years, having Income Tax P.A.No. AGZPG5009N Aadhaar No 5075 9211 2009, currently residing at 171, Adarsh Vista, Basavanagar, Vibhutipura, Bangalore 560037, hereinafter called the **FOURTH LAND OWNER**.

[5] **Mr. S. BALASUBRAMANIAN**, son of Mr. P. Sethuraman, aged about 63 years, having Income Tax P.A.No. ACJPB5307J, Aadhaar No. 7350 6394 7933, residing at Flat 5, Anugraha Apts, Old 26, New 51, 4th Trust Cross

For Bhaggyam Constructions Pvt Ltd

V Ravi
Managing Director

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3B Rithin Xavier
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6B [Signature]
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St, Mandaveli, Chennai 600028, hereinafter called the **FIFTH LAND OWNER**

[6-a] **Mr. G.S. NATHAN**, son of Mr. S. Ganapathy, aged about 59 years, having Income Tax P.A.No. ABTPN7973M, Aadhaar No. 8078 8580 3685 and,

[6-b] **Mrs. LATHA NATHAN**, wife of Mr. G.S. Nathan, aged about 55 years, having Income Tax P.A.No. AANPL6267H, Aadhaar No. 9856 7799 1451, both residing at F1, Prathyeka Apts., No 12, First Trust Link St., Mandaveli, Chennai 60028, hereinafter called the **SIXTH LAND OWNERS AND**

[7] **Mr.V.K. RAMAN**, son of Mr. V.A. Krishnaswami, aged about 70 years, having Income Tax P.A.No. AAAPR2831E, Aadhaar No. 5053 5264 5461, residing at Flat 4B, Raghava, 41-C, Beach Road, Kalakshetra Colony, Besant Nagar, Chennai 600090 hereinafter called the **SEVENTH LAND OWNER**

The term "FIRST LAND OWNERS", "SECOND LAND OWNER", "THIRD LAND OWNERS", "FOURTH LAND OWNER", "FIFTH LAND OWNER", "SIXTH LAND OWNERS" and "SEVENTH LAND OWNER", hereinafter collectively called the **LAND OWNERS**, which term shall mean and include themselves, their respective legal heirs, administrators, executors, assigns.

For Bhaggyam Constructions Pvt Ltd

V R 
Managing Director

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3A 	6B 
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AND

M/s. BHAGGYAM CONSTRUCTIONS PVT. LTD., a Company, incorporated under the Companies Act, 1956, having Income Tax P.A.No.AACCM2898P, having its Registered Office at No.2, Sarangapani Street, T. Nagar, Chennai – 600 017, represented herein by its Managing Director, **Mr.V.RAMASWAMI**, [PAN ADQPR7079D] [AadhaarNo.595573135577], son of Late Mr. S.R.Vaidyanathan, aged about 68 years, hereinafter called the “**DEVELOPER**”, which term wherever the context so admits or requires shall mean and include its executors, legal representatives, administrators, assigns and successors in interest.

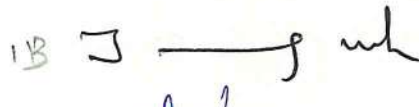
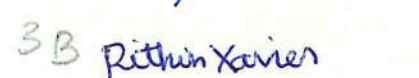
HISTORY OF TITLE OF THE SCHEDULE 'A' PROPERTY, BELONGING TO THE LAND OWNERS:

WHEREAS all that piece and parcel of property situated at Old No.54, then No.26, currently New No.51, IVth Trust Cross Street, Mandavelipakkam, Chennai-600 028, bearing Plot No.24, comprised in R..SNo.4311/22, Block No.97, Mylapore Village and Taluk, Chennai District, measuring an extent of 2 Grounds and 1180 sq.ft. or thereabouts, together with the Residential flats existing thereon, more fully described in the Schedule 'A' hereunder, belongs to the LAND OWNERS herein, along with Mr. Hariharan Krishnamurthi, son of Late K. Krishnamurthi.

WHEREAS the above-named LAND OWNERS and Mr. Hariharan Krishnamurthi, (currently owner of Flat 6), are the owners of 8 flats, known as “ANUGRAHA APARTMENTS”, constructed on the Schedule 'A' property, which has come to the entitlement of the above-named LAND OWNERS in the following manner:

For Bhaggyam Constructions Pvt Ltd

V R 
Managing Director

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[a] Residential Flat bearing No.1, (No.51/1 (26/1), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Ground Floor of the building, having plinth area of 1071 sq.ft. and an Undivided share of about 103 sq.ft. in the common built up area, totally measuring 1174 sq.ft. together with 13.35% (798.33 sq.ft.) Undivided Share and interest in the land, belongs to Mr. Raman Kasi Vishwanathan, son of Mr.K.T. Raman and Mrs. Thangamani Kasi Vishwanathan, wife of Mr.R.K. Vishwanathan, being the FIRST LAND OWNERS herein, they having become entitled to the said flat in the following manner:

- i. Aforementioned 13.35% (798.33 sq.ft.) Undivided Share and interest in the land from Mrs. Alamelu Narasimhan, wife of Mr.R.N.Narasimhan, vide Sale Deed dated 23/11/1989, Registered as Doc.No.1867/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above named Mr. Raman Kasi Vishwanathan and Mrs. Thangamani Kasi Vishwanathan.
- ii. Aforementioned bearing No.1, in the Ground Floor of the building having plinth area of 1071 sq.ft. and an Undivided share of about 103 sq.ft. in the common built up area, totally measuring 1174 sq.ft., vide Agreement of Project Promotion and Construction dated 27/01/1990, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mr. Raman Kasi Vishwanathan and Mrs. Thangamani Kasi Vishwanathan.

For Bhaggyam Constructions Pvt Ltd

V. Raman
Managing Director

1A	<i>[Signature]</i>	4	<i>[Signature]</i>
1B	<i>[Signature]</i>	5	<i>[Signature]</i>
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3A	<i>[Signature]</i>	6B	<i>[Signature]</i>
3B	Rithun Xavier	7	<i>[Signature]</i>

[b] Residential Flat bearing No.2, (No.51/2 (26/2), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Ground Floor of the building, having plinth area of 855 sq.ft. and an Undivided share of about 82 sq.ft. in the common built up area, totally measuring 937 sq.ft. together with 10.66% (637.47 sq.ft.) Undivided Share and interest in the land, originally belonged to Mr.P. Venkataraman, son of Mr.S. Paramasivam, he having become entitled to the said flat in the following manner:

- i. Aforementioned 10.66% (637.47 sq.ft.) Undivided Share and interest in the land from Mrs. Devaki Iyer, wife of Mr.R.S. Iyer, represented therein by her Power Agent Mr.K. Hariharan, son of Mr.H. Krishnan, vide Sale Deed dated 28/11/1989, Registered as Doc.No.1883/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above named Mr.P. Venkataraman.
- ii. Aforementioned bearing No.2, (No.51/2 (26/2), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Ground Floor of the building, having plinth area of 855 sq.ft. and an Undivided share of about 82 sq.ft. in the common built up area, totally measuring 937 sq.ft. vide Agreement of Project Promotion and Construction dated 16/01/1990, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mr. P. Venkataraman.

For Bhaggyam Constructions Pvt Ltd

V.R. Srinivasan
Managing Director

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3B Rithin Xavier

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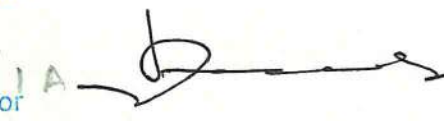
WHEREAS subsequently the above named Mr. P. Venkataraman settled the said property in favour of his son of Mr. V. Aravind, being the SECOND LAND OWNER herein, vide a Deed of Absolute Settlement dated 21/02/2011, Registered as Doc.No.435/2011, in the Office of the Sub-Registrar, Mylapore.

[c] Residential Flat bearing No.3, (No.51/3 (26/3), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the First Floor of the building, having plinth area of 1117 sq.ft. and an Undivided share of about 107 sq.ft. in the common built up area, totally measuring 1224 sq.ft. together with 13.93% (833.01 sq.ft.) Undivided Share and interest in the land, belongs to Mr.J.T.L. Xavier, son of Mr. Joseph Pillai and Mr. Rithin Xavier, son of Mr.J.T.L. Xavier, being the THIRD LAND OWNERS herein, they having become entitled to the said flat in the following manner:

- i. Aforementioned 13.93% (833.01 sq.ft.) Undivided Share and interest in the land from Mrs. Thylambal Krishnan, wife of Mr.H. Krishnan, represented therein by her Power Agent Mr.K. Hariharan, son of Mr.H. Krishnan, vide Sale Deed dated 30/11/1989, Registered as Doc.No.1898/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above named Mr.J.T.L. Xavier and Mr. Rithin Xavier.
- ii. Aforementioned Flat bearing No.3, (No.51/3 (26/3), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the First Floor of the building, having plinth area of 1117 sq.ft. and an Undivided share of about 107 sq.ft. in the common built up

For Bhaggyam Constructions Pvt Ltd

V K 
Managing Director

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area, totally measuring 1224 sq.ft. vide Agreement of Project Promotion and Construction dated 04/01/1990, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mr.J.T.L. Xavier and Mr. Rithin Xavier.

[d] Residential Flat bearing No.4, (No.51/4 (26/4), 4th Trust Cross Street, Man-davelipakkam as per Corporation property tax records), in the First Floor of the building, having plinth area of 914 sq.ft. and an Undivided share of about 88 sq.ft. in the common built up area, totally measuring measuring 1002 sq.ft. together with 11.40% (681.72 sq.ft.) Undivided Share and inter-est in the land, belongs to Mr.N. Ganapathy Subramaniam, son of Mr.S. Natarajan, being the FOURTH LAND OWNER herein, he having become entitled to the said flat in the following manner:

- i. Aforementioned 11.07% (661.99 sq.ft.) Undivided Share and interest in the land from Mrs. Thylambal Krishnan, wife of Mr.H. Krishnan, represented therein by her Power Agent Mr.K. Hariharan, son of Mr.H. Krishnan, vide Sale Deed dated 30/11/1989, Registered as Doc.No.1897/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above named Mr.N. Ganapathy Subramaniam.
- ii. Aforementioned 0.33% (19.73 sq.ft.) Undivided Share and interest in the land from Mrs. Devaki Iyer, wife of Mr.R.S. Iyer, represented therein by her Power Agent Mr.K. Hariharan, son of Mr.H. Krishnan, vide Sale Deed dated 30/11/1989, Registered as

For Bhaggyam Constructions Pvt Ltd
V K 
Managing Director

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Doc.No.1899/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above named Mr.N. Ganapathy Subramaniam.

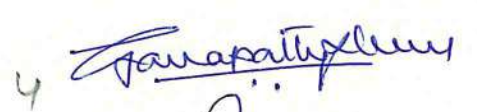
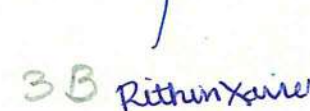
- iii. Aforementioned Flat bearing No.4, (No.51/4 (26/4), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the First Floor of the building, having plinth area of 914 sq.ft. and an Undivided share of about 88 sq.ft. in the common built up area, totally measuring measuring 1022 sq.ft. vide Agreement of Project Promotion and Construction dated 12/01/1990, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mr.N. Ganapathy Subramaniam.

- [e] Residential Flat bearing No.5, (No.51/5 (26/5), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Second Floor of the building, having plinth area of 1117 sq.ft. and an Undivided share of about 107 sq.ft. in the common built up area, totally measuring measuring 1224 sq.ft. together with 13.93% (833.01 sq.ft.) Undivided Share and interest in the land, originally belonged to Mrs. Seetha Krishnan, wife of Mr.P.N. Krishnan, she having become entitled to the said flat in the following manner:

- i. Aforementioned 13.93% (833.01 sq.ft.) Undivided Share and interest in the land from and out of her 25% undivided share inherited from her father Mr.S. Narayana Iyer, the original owner of the said property, who had subsequently died on 20/04/1989, leaving

For Bhaggyam Constructions Pvt Ltd


Managing Director

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behind his four daughters, viz. Mrs. Thylambal Krishnan, Mrs. Alamelu Narasimhan, Mrs. Seetha Krishnan and Mrs. Devaki Iyer,

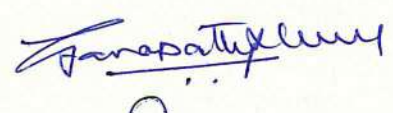
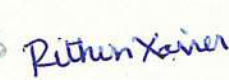
- ii. Aforementioned bearing No.5, (No.51/5 (26/5), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Second Floor of the building, having plinth area of 1117 sq.ft. and an Undivided share of about 107 sq.ft. in the common built up area, totally measuring measuring 1224 sq.ft. vide Agreement of Project Promotion and Construction dated 26/02/1990, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mrs. Seetha Krishnan.

WHEREAS subsequently the above-named Mrs. Seetha Krishnan, subsequently conveyed the Schedule property in favour of Mr.S. Balasubramanian, son of Mr.P. Sethuraman, being the FIFTH LAND OWNER herein, vide Sale Deed dated 21/08/2002, Registered as Doc.No.2271/2002, in the Office of the Sub-Registrar, Mylapore.

- [f] Residential Flat bearing No.7, (No.51/7 (26/7), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Third Floor of the building, having plinth area of 1117 sq.ft. and an Undivided share of about 107 sq.ft. in the common built up area, totally measuring 1224 sq.ft. together with 13.93% (833.01 sq.ft.) Undivided Share and interest in the land, originally belonged to Mrs. Meenakshi Ramamoorthy,

For Bhaggyam Constructions Pvt Ltd


Managing Director

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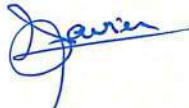
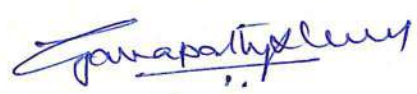
wife of Mr.P. Ramamoorthy, she having become entitled to the said flat in the following manner:

- i. Aforementioned 13.93% (833.01 sq.ft.) Undivided Share and interest in the land from Mrs. Devaki Iyer, wife of Mr.R.S. Iyer, represented therein by her Power Agent Mr.K. Hariharan, son of Mr.H. Krishnan, vide Sale Deed dated 28/11/1989, Registered as Doc.No.1884/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above-named Mrs. Meenakshi Ramamoorthy.
- ii. Aforementioned bearing No.7, (No.51/7 (26/7), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Third Floor of the building, having plinth area of 1117 sq.ft. and an Undivided share of about 107 sq.ft. in the common built up area, totally measuring 1224 sq.ft. vide Agreement of Project Promotion and Construction dated 05/01/1990, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mrs. Meenakshi Ramamoorthy.

WHEREAS subsequently the above named Mrs. Meenakshi Ramamoorthy conveyed the said property in favour of Mr.G.S. Nathan, son of Mr.S. Ganapathy and Mrs. Latha Nathan, wife of Mr.G.S. Nathan, being the SIXTH LAND OWNERS herein, vide Sale Deed dated 16/11/2018, Registered as Doc.No.3619/2018, in the Office of the Sub-Registrar, Mylapore.

For Bhaggyam Constructions Pvt Ltd

VRani
Managing Director

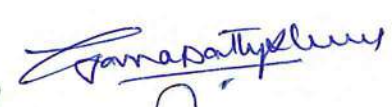
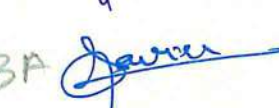
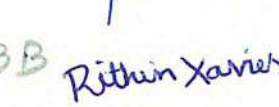
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[g] Residential Flat bearing No.8, (No.51/8 (26/8), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Third Floor of the building, having plinth area of 914 sq.ft. and an Undivided share of about 88 sq.ft. in the common built up area, totally measuring measuring 1002 sq.ft. together with 11.40% (681.72 sq.ft.) Undivided Share and interest in the land, belongs to Mr.V.K. Raman, son of Mr.V.A. Krishnaswamy, being the SEVENTH LAND OWNER herein, he having become entitled to the said flat in the following manner:

- i. Aforementioned 11.40% (681.72 sq.ft.) Undivided Share and interest in the land from Mrs. Alamelu Narasimhan, wife of Mr.R.N. Narasimhan, vide Sale Deed dated 23/11/1989, Registered as doc.No.1874/1989, in the Office of the Sub-Registrar, Mylapore, in favour of the above named Mr.V.K. Raman.
- ii. Aforementioned No.8, (No.51/8 (26/8), 4th Trust Cross Street, Mandavelipakkam as per Corporation property tax records), in the Third Floor of the building, having plinth area of 914 sq.ft. and an Undivided share of about 88 sq.ft. in the common built up area, totally measuring measuring 1002 sq.ft. vide Agreement of Project Promotion and Construction dated 17/08/1989, entered into between M/s. Alacrity Foundations Private Limited, a Company, then having its Registered Office at No.1, Kamala Bai Street, T.Nagar, Chennai-600 017 and the above named Mr.V.K.Raman.

For Bhaggyam Constructions Pvt Ltd


Managing Director

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AND WHEREAS the LAND OWNERS herein along with the above-named Mr. Hariharan Krishnamurthi ever since becoming entitled to the Schedule 'A' property in the manner aforesaid, have been in peaceful possession and continuous enjoyment of the same, without any interruption or interference from any person whomsoever, paying in their own right, taxes and all other public charges pertaining to the same.

WHEREAS currently the building existing on the Schedule 'A' property has become old and the LAND OWNERS herein are desirous of demolishing the said building and redeveloping the same as Residential building complex.

WHEREAS the above-named Mr. Hariharan Krishnamurthi is not desirous of participating in the proposed redevelopment and shall be conveying his flat (Flat 6) together with the relevant undivided share of land to the DEVELOPER herein, as contemplated in this Agreement.

WHEREAS the LAND OWNERS herein have identified the DEVELOPER to carry out the demolition of the existing building, apply and obtain sanction for the new building and construct a new building on the Schedule 'A' property, as per sanction plan subject to the terms and conditions as agreed and accepted between the Parties herein recorded in writing as appearing hereunder:

NOW THIS AGREEMENT FOR JOINT DEVELOPMENT WITNESSETH AS FOLLOWS:

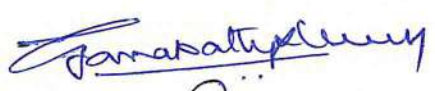
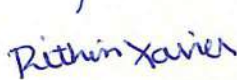
[1] PROPERTY TO BE DEVELOPED:

All that piece and parcel of property situated at Old No.54, then No.26, currently New No.51, IVth Trust Cross Street, Mandavelipakkam, Chen-

For Bhaggyam Constructions Pvt Ltd



Managing Director

1A		4	
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nai-600 028, bearing Plot No.24, comprised in R..SNo.4311/22, Block No.97, Mylapore Village and Taluk, Chennai District, measuring an extent of 2 Grounds and 1180 sq.ft. or thereabouts, together with the Residential flats existing thereon, more fully described in Schedule A hereunder.

ADDITIONAL TERMS:

The DEVELOPER agrees and undertakes to purchase Flat bearing No.6, belonging to Mr. Hariharan Krishnamurthi in order to facilitate the Joint Development of the Schedule A property as contemplated hereunder.

WHEREAS pursuant to the purchase of the above mentioned flat, the Schedule 'A' property shall absolutely belong to the LAND OWNERS and the DEVELOPER herein.

WHEREAS the Schedule 'A' property shall be subjected to the proposed joint development arrangement based on the following terms.

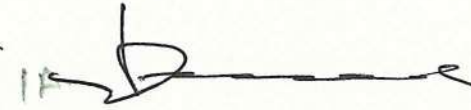
[2] SHARING OF SUPERBUILT-UP AREA:

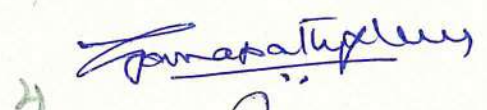
- 2.1 The DEVELOPER shall at their cost, effort and expense, construct a building complex on the Schedule "A" property after demolition of the existing structure and shall endeavour to obtain the maximum permissible FSI under the prevailing rules of the CMDA/Greater Chennai Corporation and/or any such delegated planning authorities as per the current Master plan.

The DEVELOPER shall avail the maximum possible FSI including the available premium FSI while obtaining the plan sanction from CMDA in respect of the building to be constructed on the Schedule 'A' property.

For Bhaggyam Constructions Pvt Ltd

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Managing Director

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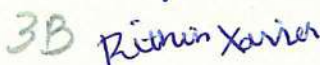
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It is agreed and accepted between the Parties herein that the cost of obtaining premium FSI shall be borne by the DEVELOPER only.

It is envisaged that the new building to be constructed on the Schedule 'A' property shall be in the form of stilt + 5 floors consisting of 10 Apartments i.e., two flats in each floor. The proposed flat area in each floor shall be 3,200 sq.ft. approximately with two flats of 1600 sq.ft. each approximately

It is agreed and accepted between the Parties herein that in the overall built-up area to be constructed on the Schedule 'A' property, the sharing ratio between the LAND OWNERS and the DEVELOPER is 70% to the LAND OWNERS ie. 11,200 sq.ft. of built-up area consisting of 7 Flats, each 1600 sq.ft. earmarked for each of the LAND OWNERS herein and the remaining 30% of the built-up area constituting 4,800 sq.ft. in the form of 3 flats, each measuring 1600 sq.ft. shall be to the entitlement of the DEVELOPER.

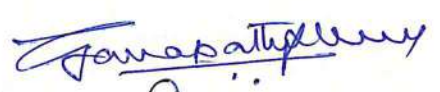
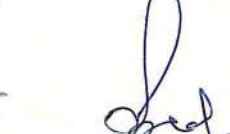
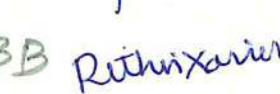
The above-mentioned entitlement of the LAND OWNERS in the building to be constructed on the Schedule 'A' property, is described in the Schedule 'B' hereunder and the entitlement of the DEVELOPER is more fully described in the Schedule 'C' hereunder.

CONSIDERATION PAYABLE BY THE LAND OWNERS TO THE DEVELOPER:

The LAND OWNERS agree and undertake to pay a sum of Rs.1,09,71,800/- (Rupees One Crore Nine Lakhs Seventy-One Thousand

For Bhaggyam Constructions Pvt Ltd

V K 
Managing Director

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Eight Hundred only) to the DEVELOPER as redevelopment charges for becoming entitled to the super built up area as contemplated in clause-2 supra.

The above-mentioned sum of Rs. 1,09,71,800 /- (Rupees One Crore Nine Lakhs Seventy-One Thousand Eight Hundred only) shall be paid by the LAND OWNERS to the DEVELOPER as indicated in Schedule D of this Agreement, on or before 10/07/2023.

For any delay in the said payment, beyond a one-week grace period, the respective LAND OWNER(S) shall be liable for interest @ 18 % per year for such delayed period on the unpaid amount to the DEVELOPER.

[3] NATURE OF CONSTRUCTION:

It is envisaged that the new building to be constructed on the Schedule 'A' property shall be in the form of stilt + 5 floors consisting of 10 Apartments only i.e., two flats in each floor.

The LAND OWNERS will be allotted a flat in the same wing and floor of the redeveloped building, as exists in the current building with the DEVELOPER getting the remaining 3 flats. Notwithstanding this LAND OWNERS and DEVELOPER are free to change such allotment by mutual agreement.

[4] SHARING OF UNDIVIDED SHARE

4.1 Undivided share in the proportion of 70% : 30% in the Schedule "A" land shall be retained / conveyed by the LAND OWNERS to the DEVELOPER

For Bhaggyam Constructions Pvt Ltd

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Managing Director

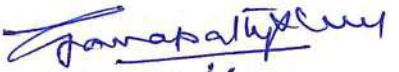
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and/or their nominee/s, in proportion to the super built up area that shall be allocated to their respective shares.

The DEVELOPER pursuant to the sale of all the Apartments falling to their entitlement shall not retain any undivided share of land in the Schedule A property.

- 4.2 The DEVELOPER further assures that they shall prior to submitting the Plans pertaining to the proposed construction to the CMDA/Greater Chennai Corporation and/or any such delegated planning authorities, furnish the LAND OWNERS with a copy of the same, to enable the LAND OWNERS, to approve and make the necessary changes, pertaining to the construction that shall be retained towards the LAND OWNERS share in the proposed development.

[5] SHARING OF CAR PARKS

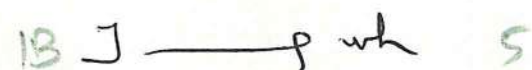
It is agreed between the Parties herein that the open and covered car parks which shall be provided in the building/s to be constructed on the Schedule "A" property shall be shared between the LAND OWNERS and the DEVELOPER in the agreed ratio of 70% : 30%.

The Parties herein shall mutually agree and earmark the car parks between themselves pursuant to receiving the CMDA approval for the Project and the same shall be recorded in a Supplementary Agreement to be entered into between the parties herein.

For Bhaggyam Constructions Pvt Ltd

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Managing Director

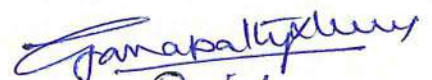
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[6] SHARING OF TERRACE:

The terrace over the top floor of the building/s to be constructed on the Schedule "A" land shall be common to both the LAND OWNERS and the DEVELOPER and/or their nominees for their common use and enjoyment, however both parties mutually agree that no construction of any type either permanent or temporary shall be done unilaterally by either party, and or their nominee/s.

[7] SUPPLEMENTARY AGREEMENT AND DIVISION OF CONSTRUCTED SUPER BUILT UP AREA:

It is agreed and accepted between the parties herein that upon the necessary approval for the proposed development being obtained from CMDA/Greater Chennai Corporation, the Parties herein shall enter into a Supplementary Agreement to record the division of the overall built-up area between the Parties herein based on the sharing ratio as stipulated in Clause-2 supra.

Any changes in the super built up area or UDS allocation, and details of actual car parking slots and any other matter requiring specification, after the requisite final approvals from the respective statutory authorities are obtained, will be recorded in this Supplementary Agreement to this JDA, as necessary.

[8] TIME FOR COMPLETION:

8.1 It is agreed and accepted between the Parties herein that the DEVELOPER shall process the plans for approval before the competent authority

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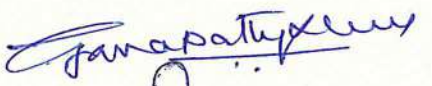
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and obtain the same within 3 months from the date of submission of application to CMDA.

8.2 The DEVELOPER herein agrees that the proposed transaction with respect to the completion of the entire project shall be within 18 months from the date of the DEVELOPER obtaining plan sanction with regard to the development contemplated on the Schedule 'A' property, subject to a grace period of 90 days and further subject to the LAND OWNERS handing over vacant possession of the Schedule "A" property within 3 months from the time of signing this Agreement for Joint Development.

8.3 In the event that the DEVELOPER is unable to fulfil the completion of the Project within the aforementioned time period due to any force majeure event, pandemic, or undue delay caused by the authorities in providing service connections, the DEVELOPER shall be granted an additional grace period of three months beyond the initially stipulated time period for the purpose of completing the Project and delivering the designated Apartments to the LAND OWNERS in a habitable condition.

Force majeure events, as referred to herein, shall encompass unforeseeable circumstances beyond the control of the DEVELOPER that may hinder or impede the timely completion of the Project. These circumstances may include, but are not limited to, acts of nature, wars, acts of terrorism, governmental actions, strikes, lockouts, or any other events of a similar nature that are beyond the reasonable control and anticipation of the DEVELOPER.

For Bhaggyam Constructions Pvt Ltd

V. K. Srinivas
Managing Director

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[9] HANDING OVER:

It is agreed between the Parties herein that the DEVELOPER shall hand-over the Schedule "B" super built up area, ear marked for the LAND OWNERS, only upon the LAND OWNERS making the necessary payments to the DEVELOPER in respect of the amounts due from them as contemplated in this Agreement for Joint Development, towards GST, and any additional amounts to be paid in the event of any variation in the Specifications to be provided with regard to the Schedule "B" super built up area or variation in the built up area in excess of the area ear marked for the LAND OWNERS under this Agreement or any such addition or alteration entailing additional payment.

[10] OBLIGATIONS OF THE LAND OWNERS:

10.1 ORIGINAL TITLE DEEDS:

10.1.1 The LAND OWNERS at the time of signing this Agreement for Joint Development agree to handover the original title deeds pertaining to the Schedule A property to the DEVELOPER until the completion of the Development of the Schedule 'A' property. DEVELOPER shall duly acknowledge and issue an itemized receipt of the documents received, to the LAND OWNERS.

10.1.2 The PARTIES herein agree that on completion of the sale of 30% undivided share in the Schedule "A" land ear marked for the DEVELOPER'S share, the DEVELOPER shall simultaneous to the LAND OWNERS taking possession of the Schedule "B" built up area, return the original documents to the LAND OWNERS herein, in order to support the title of the balance un-

For Bhaggyam Constructions Pvt Ltd

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Managing Director

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divided share in the Schedule "A" land that they shall be retaining and the LAND OWNERS shall acknowledge the return of the said original documents.

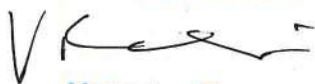
In the event that the project is terminated or called off due to any reason, whether initiated by the PARTIES or by external circumstances, the DEVELOPER shall still be obligated to promptly return the original documents of the LAND OWNERS. The return of said original documents shall be facilitated without delay and in accordance with applicable legal provisions, thereby ensuring the proper transfer of title and ownership rights back to the LAND OWNERS.

10.1.3 The LAND OWNERS further agree to handover possession of the Schedule

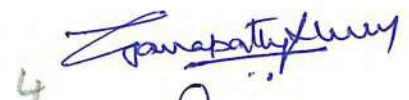
"A" property to the DEVELOPER within 3 (three) months from the date of signing this Agreement for Joint Development. It is understood that demolition of the existing building will begin only after all approvals for the redevelopment are in place.

10.1.4 The LAND OWNERS have already provided copies of title deeds with regard to the Schedule A property and the DEVELOPER have prima-facie satisfied themselves with regard to the title of the LAND OWNERS to the Schedule A property. Any further documents if insisted by the Advocates of Housing Finance Companies while implementing the Project, the LAND OWNERS agree and undertake to cooperate in providing the same.

For Bhaggyam Constructions Pvt Ltd

V K 
Managing Director

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10.1.5 The LAND OWNERS on their part agree to convey the proportionate undivided share in the entirety of the Schedule "A" mentioned Land which will be corresponding to the 30% super built up area in the proposed residential building/s earmarked for the DEVELOPER and or their nominee/s.

10.1.6 The LAND OWNERS herein agree that up to the date of handing over possession of the entirety of the Schedule "A" property to the DEVELOPER in accordance with the terms agreed to above, the LAND OWNERS shall pay all public outgoings with regard to the Schedule A property.

10.2 POWER OF ATTORNEY

10.2.1 The LAND OWNERS at the time of signing this Agreement for Joint Development agree and undertake to execute a Power of Attorney for their share in the Schedule 'A' property in favour of the DEVELOPER, empowering the Power Agent to get plan sanction from CMDA/Greater Chennai Corporation and/or any such other delegated planning agencies, both for the demolition of the existing structure and a new building to be constructed on the Schedule A property including the Power to execute the sale deed or deeds in respect of the Schedule 'C' property earmarked for the DEVELOPER.

The stamp duty and registration fee with regard to the registration of the above-mentioned Powers of Attorney and the Sale deed/s in respect of the Schedule 'C' property earmarked for the DEVELOPER shall be borne by the DEVELOPER.

For Bhaggyam Constructions Pvt Ltd



Managing Director

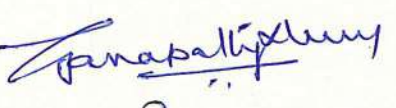
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10.2.2 The LAND OWNERS further agree not to revoke the above-mentioned Powers of Attorney to be executed and registered in favour of the DEVELOPER under any circumstances until the completion of the project as contemplated in this Agreement for Joint Development. And the DEVELOPER acts in terms of this Agreement. In the event of the DEVELOPER discontinues the Project for any reason, the LAND OWNERS shall be entitled to revoke the above Powers of Attorney.

10.2.3 The LAND OWNERS agree and undertake to cooperate for providing Life Certificates as and when requested by the DEVELOPER with regard to the said Powers of Attorney.

10.3 BUILDING PLAN SANCTIONS AND SERVICE CONNECTIONS:

The responsibility for getting service connections and Building plan sanction shall be met by the DEVELOPER only. The DEVELOPER agree and accept that they shall pay the pro-rata charges towards infra charges, deposits payable to Metrowater, Sewerage and Electricity connections in respect of the Schedule 'B' super built up area/flats ear marked for the LAND OWNERS under this Agreement for Joint Development.

The LAND OWNERS shall bear the GST with regard to the Schedule 'B' super built up area ear marked for LAND OWNERS under this Agreement for Joint Development. The above payment towards the above-mentioned pro-rata GST shall be made by the LAND OWNERS prior to the handover of the flats to LAND OWNERS, by the DEVELOPER.

For Bhaggyam Constructions Pvt Ltd

V. Karan
Managing Director

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It is understood and agreed that the selection of the GST calculation method shall be based on expert advice, ensuring compliance with the prevailing legal requirements and maximizing the advantages for the LAND OWNERS. The DEVELOPER shall collaborate with the LAND OWNERS in obtaining expert guidance and shall provide necessary support to facilitate the decision-making process related to the GST calculation methodology.

10.4 CHANGES TO THE BUILDING PLAN:

In case the LAND OWNERS request for any alterations to the residential space earmarked for them while preparing the building plan, the same shall be duly incorporated, subject to technical feasibility. However, if they request for any addition or alteration after the approval of the building plan, the same will be done by the DEVELOPER at extra cost to be paid for by the LAND OWNERS

[11] DEVELOPER'S OBLIGATIONS:

- 11.1 The DEVELOPER agrees to obtain the necessary demolition approvals and demolish the structures on the Schedule "A" Property at their cost and expense and all such revenues arising from demolition shall be given to the DEVELOPER.

It shall be the sole responsibility of the DEVELOPER to provide the appropriate scaffolding around the Schedule A property, clear all debris, and to prevent dust and debris causing any nuisance to the neighbouring property owners during demolition and construction phases, till the building is handed over to LAND OWNERS.

For Bhaggyam Constructions Pvt Ltd

VK
Managing Director

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- 11.2 The DEVELOPER covenants that the proposed building complex shall be constructed as per the approved plans without any deviation. It shall be the responsibility of the DEVELOPER to comply with all directions and instructions given by the appropriate authority or statutory authority or government authority in connection with the demolition of the existing building and construction of the new building. Any cost/penalty imposed by the authority in this connection shall be borne by the DEVELOPER.
- 11.3 The DEVELOPER shall arrange for applying and obtaining at their cost and expense the building plan sanction for fresh construction of the proposed building and shall also liaise with the respective departments and arrange for getting all necessary service connections like water, sewerage, electricity for the proposed building/s.
- 11.4 The choice of a good capable ARCHITECT of good repute, for the project shall be decided by the DEVELOPER.
- 11.5 The DEVELOPER shall hand over a copy of the approved building plan duly marking the super built up area specifically to be allotted to the LAND OWNERS, on receipt of the same from CMDA/Greater Chennai Corporation or any such delegated planning authorities.
- 11.6 It is agreed and accepted between the Parties herein that the DEVELOPER shall register the Project under Tamil Nadu Real Estate Regulatory Authority (TN RERA).

For Bhaggyam Constructions Pvt Ltd

V. Karan
Managing Director

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11.7 In case of any accident occurring on the Schedule Property during the development / construction of the Project, the Developer shall be solely responsible to settle and face the consequences of such accident and make payment of compensation, claims and losses suffered by any party due to the said accident and make good the said losses and the Owners shall have no liability of any nature whatsoever and the Developer hereby indemnifies the Owners in this respect. It is further provided that in case of any prosecution arising due to said accident, the Developer alone shall be liable and there shall be no claim made against the Owners.

[12] RECTIFICATION OF DEFECTS:

12.1 The DEVELOPER shall at their cost erect upon the said Schedule "A" land, building and other structure in a substantial workman like manner using best quality materials according to the sanctioned plan.

12.2 In case of any defect either in the construction, structural stability and/or the wiring, plumbing etc. pointed out by the LAND OWNERS during the construction and/or before expiry of FIVE YEARS from the date of handing over possession in respect of the Schedule "B" super built up area the DEVELOPER agrees to replace, rectify such defective construction and/or the materials, at their expense, provided it is found to have manufacturing defects.

The DEVELOPER shall not be responsible for routine/non-structural cracks resulting from normal wear and tear, abuse and improper usage.

For Bhaggyam Constructions Pvt Ltd

V. K. S. Managing Director

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The DEVELOPER shall also not be responsible for consumables such as, bulbs, tube lights, starters and chokes that are installed or oil seals, mechanical seals, jets, nozzles, metallic brushes in the pumps.

[13] LAND OWNERS' INDEMNITY:

- 13.1 The LAND OWNERS declare, that they are the legal LAND OWNERS of the Schedule "A" property along with Mr. Hariharan Krishnamurthi. Further, the LAND OWNERS have not encumbered the Schedule "A" property in any way nor is the Schedule "A" property the subject matter of any subsisting Agreement of sale, or litigation or acquisition or attachment proceedings or maintenance claim or charge in favour of any financial institution or third party for any borrowing. The LAND OWNERS hereby declare that the Schedule "A" mentioned property does not come within the purview of the Tamil Nadu Urban Land (Ceiling and Regulation) Act, 1978 or any other statute in force.
- 13.2 The LAND OWNERS further confirm that they are absolutely entitled to execute this Agreement for Joint Development as contemplated hereunder with the DEVELOPER in respect of the said Schedule "A" property.
- 13.3 In case of any claim or action cropping up due to any defect in the title of the LAND OWNERS, the LAND OWNERS agree and undertake to indemnify and keep the DEVELOPER and/or their nominees wholly indemnified well and sufficiently. All such claims or demands shall be solely settled by the LAND OWNERS without affecting the DEVELOPER and/or their nominee/s in any manner whatsoever.

For Bhaggyam Constructions Pvt Ltd
V. [Signature]
Managing Director

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[14] DEVELOPER'S INDEMNITY:

- 14.1 The DEVELOPER further confirms that in the event of any claim or action arising out of any act or omission on the part of the DEVELOPER, the LAND OWNERS shall be indemnified wholly against all such claims and the DEVELOPER alone shall be responsible to meet any such claim.
- 14.2 The DEVELOPER further agrees that they shall not deviate from the approved building plan and in case of any action from CMDA/Greater Chennai Corporation or the concerned authority, they will bear the full consequences of such deviations and they further assure the LAND OWNERS that they will indemnify in full any loss or damage or other injury to the LAND OWNERS on account of such deviation and/or on account of any claim made by the CMDA/Greater Chennai Corporation and/or the co-purchasers or nominees of the DEVELOPER, Architects, Engineers, Contractors, Supervisors, Suppliers, Labourers or any other person, in respect of the proposed construction by the DEVELOPER.
- 14.3 However the DEVELOPER shall not be liable for any deviation done at the instance of the LAND OWNERS after taking over possession.

[15]. GENERAL CLAUSES:

15.1 PERIODIC INSPECTION:

The LAND OWNERS and or their nominee/s, are at perfect liberty to have inspection of the work site to know the progress of construction at all reasonable times and the same shall not be treated as hindrance in the progress of construction.

For Bhaggyam Constructions Pvt Ltd
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Managing Director

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15.2 ASSURANCE BY THE LANDOWNERS:

The LAND OWNERS or anyone claiming under them shall not interfere with the possession and enjoyment of other portions of the property to be built up by the DEVELOPER for their nominees/allottees.

15.3 MUTUAL ASSURANCE:

The LAND OWNERS and the DEVELOPER assure and confirm that either of them shall not create any charge or encumbrance over the Schedule "A" property in any manner whatsoever which will be detrimental to the interests of the other Party and/or their nominee/s until all transactions as contemplated in this Agreement are fulfilled and completed.

15.4 ENJOYMENT OF COMMON AREAS:

The LAND OWNERS shall be entitled to own and enjoy and shall not obstruct the use and enjoyment of other co-owners consistent with the rights and interest of the OWNERS' of other undivided shares in the land mentioned in the Schedule "A" hereunder and OWNERS of the other residential flats lawfully entitled to the same and also to use all sewers, common passages, drains and water courses and other amenities now in or upon or hereafter to be erected or installed in the land mentioned in Schedule "A" hereunder in common and to share the cost of repairs and maintenance of common areas and all other common amenities along with other owners in common.

15.5 ELEVATION NOT TO BE ALTERED:

In recognition of the DEVELOPER having paid the security deposit to the CMDA/Greater Chennai Corporation to build and retain the complex as

For Bhaggyam Constructions Pvt Ltd

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Managing Director

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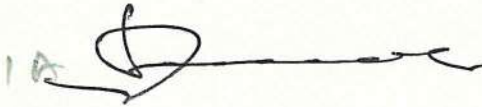
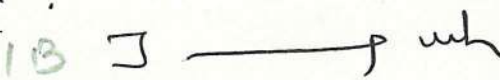
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per plans and being liable to forfeit such deposits in the event of any alteration/modification being carried out without prior authorization, and in order to maintain the harmony of the complex design and colour scheme, the LAND OWNERS shall not individually or jointly do, cause or permit to be done any alteration on the exterior of the building, including putting up of name boards, advertisement, grills in balconies and air conditioners in spaces not allocated for the purpose.

15.6 USAGE OF THE PREMISES:

15.6.1 The Parties herein mutually agree that the LAND OWNERS and the DEVELOPER and/or their respective nominee/s shall not at any time carry on in the said premises any trade or business, (apart from professional consultancy) or use it 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 OWNER'S or their successors in title or to the occupiers and/or owners of any neighbouring property. In the event of such default the defaulting Parties shall be liable to indemnify the other aggrieved parties being the OWNERS/OCCUPANTS of other portions of the said 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.

15.6.2 The LAND OWNERS and the DEVELOPER or their nominee/s shall not throw dirt, rubbish, rags, or other refuse or permit the same to be thrown from the said premises or in the compound or any portion of the building except at the allotted places.

For Bhaggyam Constructions Pvt Ltd	1A		4	
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15.6.3 The LAND OWNERS and the DEVELOPER or their nominee/s shall give the other OWNERS of the other undivided shares of the Property mentioned in Schedule "A" hereunder all necessary support, subjacent, vertical, horizontal, and lateral. The supporting common walls and roofs and all common areas of the Building Complex shall be maintained and repaired in common by all the OWNERS and occupiers of the entire Building Complex.

15.6.4 The LAND OWNERS and the DEVELOPER or their nominee/s shall not by virtue of this Agreement acquire any right of light or air which may prejudice free use of the other residential flats in the said Complex.

15.6.5 As a matter of necessity, the LAND OWNERS hereby covenant and agree to own and enjoy the said Schedule "A" land in common with the other owners/occupants of the other residential flats in the said building and all other persons lawfully entitled thereto and to use all sewers, drains and water courses now in or upon or hereafter to be erected and installed in Schedule "A" property or any part thereof in common with the said owners and other persons and to permit freely to run and pass water and soil through and along the same or any of them and subject to the Rules and Regulations, Bye-laws and terms of the Society, or Association to be formed by and between the parties of the said residential flats. The DEVELOPER will not be responsible in the matter of framing any such rules or formation of any Society/Association for mutual benefit and convenient enjoyment of such OWNERS of the entire building complex.

for Bhaggyam Constructions Pvt Ltd
Managing Director

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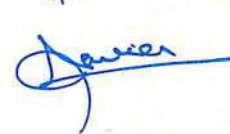
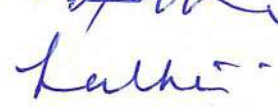
15.7 LANDOWNERS TO BECOME MEMBERS OF THE ASSOCIATION:

The LAND OWNERS hereby covenant and assure to become a member of the Association/Society and that they shall observe and perform the terms and conditions and bye-laws and the rules and regulations of the said Society/Association, which shall be in charge of attending to, safe guarding and maintaining all matters of common interest and all common amenities and shall pay their pro-rata share of contribution in respect of all the costs and expenses of repairing, replacing, painting and maintaining the common amenities like staircases landing terrace, lift, landscape, open areas, sewers, drains, plumbing, pump sets, water lines, general lighting, compound walls in the Building and all other common outgoing like any rents, rates, charges, levies, salaries to watchman, servants and such other items whatsoever that may be determined from time to time by the said SOCIETY/ASSOCIATION.

15.8 PRO-RATA MAINTENANCE CHARGES/CORPUS FUND:

15.8.1 The LAND OWNERS may be deprived of the amenities granted by being co-OWNERS, along with others by their failure to pay and meet them pro-rata share of the expenses incurred in this respect. Further, till the ASSOCIATION is formed, the LAND OWNERS undertake to pay the periodical monthly maintenance charges to the DEVELOPER as may be fixed by the DEVELOPER pro-rata in relation to the Schedule "B" Flats that shall be handed over to the LAND OWNERS as mentioned in this Agreement. The said maintenance charges on a pro-rata basis shall become payable by the LAND OWNERS to the DEVELOPER from the date the DEVELOPER hands over the completed Schedule "B" Flats to the LAND OWNERS till such date the Association takes over maintenance of the building

For Bhaggyam Constructions Pvt Ltd
Vikram
Managing Director

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to be constructed on the Schedule "A" property. The DEVELOPER represents that the proposed monthly maintenance charges will be determined based on the actual maintenance costs incurred at the time of handover, in relation to the Schedule B built-up area designated for the LAND OWNERS. The maintenance charges collected by the DEVELOPER shall reflect the true and current expenses associated with the upkeep and management of the property.

15.8.2 The LAND OWNERS further agree to pay into a corpus fund of the respective Association, an amount as may be determined by the DEVELOPER for future maintenance of the development contemplated on the Schedule-A property in respect of the Apartments retained by them from and out of the Schedule-B super built-up area ear marked for them under this Agreement for Joint Development. A similar contribution will be required of the purchasers of the Apartments out of the Schedule-B super built-up area earmarked as the DEVELOPER's share.

The above-mentioned Corpus Fund would be around Rs.100000/- per Apartment and would be payable just prior to handover of the flats.

All Corpus Funds thus collected by the DEVELOPER will be transferred promptly to the respective Association formed for the maintenance and upkeep of the Schedule B property immediately and without any delay, on takeover of such maintenance by the Association.

For Bhaggyam Constructions Pvt Ltd

V Keshi
Managing Director

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3B Rithu Xavier

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15.9 NAME OF THE BUILDING AND LOGO OF THE DEVELOPER:

15.9.1 The name of the proposed building to be developed shall be "BHAGGYAM ANUGRAHA".

15.9.2 The LAND OWNERS further agree that the name and Logo of the Builder along with Block/Apartment/Car parking numbering so displayed shall not be removed or tampered with at any time in future.

15.10 VARIATION IN BUILT UP AREA:

The parties mutually agree that in the event of any variation in the total built up area finally being allocated to the LAND OWNERS or the DEVELOPER to the sharing ratio as agreed hereunder, the cost of such variation shall be adjusted between the Parties herein at the average Sale price per sq.ft. of the Apartments allocated to the DEVELOPER mentioned in Schedule 'C'.

15.11 SPECIFICATIONS OF CONSTRUCTION:

The specifications of the proposed construction of the residential Flat spaces earmarked for the LAND OWNERS may be more fully described in the supplementary agreement..

The Building Specifications will clearly indicate all essential details of civil and electrical construction, such as the quality of the materials used, dimensions, height of the ceiling, cement, and amenities/features such as overhead and below ground tank capacities, common motors, lighting, Generator, Lift, electrical points, and other amenities with indicative brand names where feasible.

For Bhaggyam Constructions Pvt Ltd

V. R. C. S.
Managing Director

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15.12 RIGHT OF THE DEVELOPER TO ADVERTISE

The DEVELOPER would further be permitted to advertise for sale, negotiate for sale, enter into agreements for sale in respect of the undivided share of land earmarked for the DEVELOPER and also the super-built-up area in the proposed building complex to be constructed on the Schedule "A" property.

15.13 TRANSFORMER LOCATION:

Similarly, the DEVELOPER shall have the exclusive right to determine the location of any Transformer if required to be located in the Schedule "A" property to cater to the requirements of the building to be constructed thereon.

15.14 MUTUAL COVENANTS

15.14.1 The LAND OWNERS and the DEVELOPER mutually agree to extend full co-operation to each other to conform to the terms of this agreement, for the smooth and successful completion of the project within the stipulated time.

15.14.2 The LAND OWNERS further agree that the Clauses in the Builders Agreement to be executed between the DEVELOPER and their nominee/s shall be binding on them in respect of common enjoyment of areas in the building to be promoted on the Schedule "A" property apart from conditions pertaining to the building to be constructed on the Schedule "A" property in respect of deviations to the approved plan and the building.

For Bhaggyam Constructions Pvt Ltd
V. K. Srinivas
Managing Director

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15.14.3 It is further agreed by the LAND OWNERS that in the event of they 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 flats and all other aspects involving common enjoyment of the building to be constructed on the Schedule "A" property.

[16] DEFAULT CLAUSE:

16.1 In the event of default or delay on the part of the DEVELOPER in completing the Project on the Schedule A property and handing over the completed flats to the LAND OWNERS in a habitable condition within the time period as contemplated in clause-8 supra, in such an eventuality the DEVELOPER shall be liable to pay the LAND OWNERS compensation calculated at Rs. 25/- per sq. ft. of Schedule B super-built-up area, per month or part thereof for such delayed period.

16.2 In case the LAND OWNERS default in fulfilling any of their obligations such as delay in payment of the redevelopment charges, GST, or any issue in their title deed, then they shall be liable to pay such damages as may be incurred/suffered by the DEVELOPER on account of such default or delay on the part of the LAND OWNERS herein. This provision clarifies that the liability for any damages resulting from a default rest solely with the individual LAND OWNER who has caused the default. It ensures that the responsibility to compensate the DEVELOPER for any losses or damages incurred due to non-compliance lies with the specific Land Owner at

For Bhaggyam Constructions Pvt Ltd

Managing Director

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fault, without implicating the other Land Owners who have fulfilled their obligations under this agreement.

- 16.3 Any dispute between the Parties shall be referred to a Sole Arbitrator to be appointed by the Parties by mutual consent. The proceedings shall be conducted in English language and the Venue of arbitration shall be at Chennai. The parties agree to fast track arbitration and shall be disposed of within 90 days from the date of reference. The Arbitrator shall be entitled to pass interim award. The award of the Arbitrator shall be final and binding on the parties.
- 16.4 This Agreement shall be in full force until all the transactions contemplated herein are fully and effectively completed and until such time this Agreement shall be irrevocable.
- 16.5 This Agreement has been prepared in Two Originals and duly attested by the PARTIES concerned, one retained by the LAND OWNERS and one retained by the DEVELOPER.

For Bhaggyam Constructions Pvt Ltd

Vikram
Managing Director

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SCHEDULE 'A' PROPERTY

All that piece and parcel of property situated at Old No.54, then No.26, currently New No.51, IV Trust Cross Street, Mandavelipakkam, Chennai-600 028, bearing Plot No.24, comprised in R..SNo.4311/22, Block No.97, Mylapore Village and Taluk, Chennai District, measuring an extent of 2 Grounds and 1180 sq.ft. or thereabouts, together with the Residential flats existing thereon, and the said land bounded on the –

North by: 40 Feet Road now known as IV Trust Cross Street

South by: Plot No.556, comprised in R.S.Nos.4311/19 and 4311/18

East by: Plot No.25, bearing Old Door No.25, IV Trust Cross Street

West by: Plot No.23, bearing Old Door No.26/1, IV Trust Cross Street

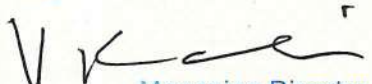
situated within the Registration District of Chennai Central and Sub-Registration District of Mylapore.

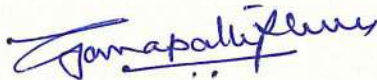
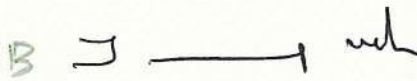
SCHEDULE 'B' PROPERTY

(EXTENT OF LAND RETAINED BY THE LAND OWNERS AND BUILT-UP AREA THAT SHALL BE ALLOTTED TO THEM IN THE PROPOSED CONSTRUCTION)

70% UNDIVIDED SHARE in the above mentioned Schedule "A" land together with 70% Share of the overall built up area i.e.. 11,200 sq.ft. consisting of 7 flats, each measuring 1600 sq.ft approx., along with necessary covered car parking spaces in the building/s proposed to be constructed on the Schedule "A" land

For Bhaggyam Constructions Pvt Ltd

V K 
Managing Director

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SCHEDULE 'C' PROPERTY

(LAND PROPOSED TO BE CONVEYED TO THE DEVELOPER AND SUPER BUILT UP AREA THAT SHALL BE RETAINED BY THE DEVELOPER)

30% UNDIVIDED SHARE in the above-mentioned Schedule "A" land, together with the right to raise the construction and retain for themselves the **30%** Share of the overall built-up area i.e., 4,800 sq.ft. approx. consisting of 3 flats, along with necessary covered car parking spaces in the building/s proposed to be constructed on the Schedule "A" land

SCHEDULE 'D'

This schedule specifies the amounts payable by LAND OWNERS to DEVELOPER towards redevelopment charges.

FLAT NO.	NAME OF LAND OWNERS	AMOUNT
1	Raman Kasi Vishwanathan, Than-gamani Kasi Vishwanathan	₹ 13,69,466
2	V. Aravind	₹ 21,31,352
3	J T L Xavier, Rithin Xavier	₹ 12,08,730
4	N. Ganapathy Subramaniam	₹ 19,22,396

For Bhaggyam Constructions Pvt Ltd

VVK

Managing Director

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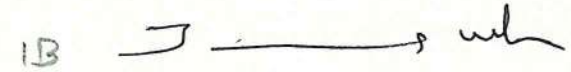
5	S Balasuramanian	₹ 12,08,730
7	GS Nathan and Latha Nathan	₹ 12,08,730
8	V K Raman	₹ 19,22,396
	TOTAL	₹ 1,09,71,800

IN WITNESS WHEREOF THE PARTIES HERETO HAVE, AFFIXED THEIR RESPECTIVE HANDS AND SIGNATURE TO THIS AGREEMENT FOR JOINT DEVELOPMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING:

WITNESS:

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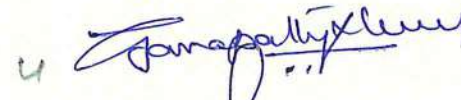
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LAND OWNERS

For Bhaggyam Constructions Pvt Ltd



**Managing Director
DEVELOPER**



தமிழ்நாடு தமில்நாடு TAMILNADU

18 MAY 2024

DB 599879

M/s. Bhaggyam Constructions Pvt. Ltd.
Chennai


R. RAGUPATHI

STAMP VENDOR, L/No. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTAM HIGH ROAD
NUNGAMBAKKAM, CHENNAI-600 034
MOBILE: 9445114347

SUPPLEMENTARY AGREEMENT-I

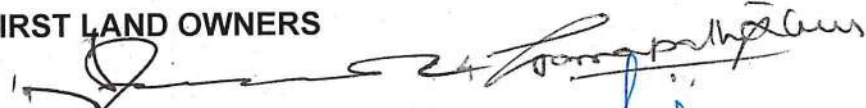
THIS SUPPLEMENTARY AGREEMENT-I ENTERED INTO AT CHENNAI ON THIS
THE ____ DAY OF OCTOBER, 2024 BETWEEN -

[1-a] Mr. RAMAN KASI VISWANATHAN, son of Mr.K.T. Raman, aged about 70 years, having Canadian Passport Number HN144499, Overseas Citizen of India Card Number A2496778, e-P.A.No. FXDPR6578H, and,

[1-b] Mrs. THANGAMANI KASI VISHWANATHAN, wife of Mr.R.K. Vishwanathan, aged about 66 years, having Canadian Passport Number HN142980, Overseas Citizen of India Card Number A2496752, both residing at 731 Dolly Bird Lane, Mississauga, Ontario, CANADA, L5W 1C7, hereinafter called the **FIRST LAND OWNERS**

For Bhaggyam Constructions Pvt Ltd


Managing Director


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- [2] **Mr. V. ARAVIND**, son of Mr.P. Venkataraman, aged about 54 years, having Income Tax P.A.No. AAAPA6513G, Aadhaar No. 3909 6756 3730, residing at BC6, Whispering Heights, 132, St. Mary's Road, Alwarpet. Chennai 600018, hereinafter called the **SECOND LAND OWNER**
- [3-a] **Mr.J.T.L. XAVIER**, son of Mr.Joseph Pillai, aged about 71 years, having Income Tax P.A.No. AAEPX9542Q, Aadhaar No.837265453263 and,
- [3-b] **Mr. RITHIN XAVIER**, son of Mr.J.T.L. Xavier, aged about 37 years, having Income Tax P.A.No. AJYPA5169M, Aadhaar No. N/A, both residing at 2/4,10th Trust Cross Street, Mandavelipakkam, Chennai - 600028, hereinafter called the **THIRD LAND OWNERS**.
- [4] **Mr. N. GANAPATHY SUBRAMANIAM**, son of Late Mr. S. Natarajan, aged about 63 years, having Income Tax P.A.No. AGZPG5009N Aadhaar No 5075 9211 2009, currently residing at 171, Adarsh Vista, Basavanagar, Vibhutipura, Bangalore 560037, hereinafter called the **FOURTH LAND OWNER**.
- [5] **Mr. S. BALASUBRAMANIAN**, son of Mr. P. Sethuraman, aged about 63 years, having Income Tax P.A.No. ACJPB5307J, Aadhaar No. 7350 6394 7933, residing at Flat 5, Anugraha Apts, Old 26, New 51, 4th Trust Cross St, Mandaveli, Chennai 600028, hereinafter called the **FIFTH LAND OWNER**
- [6-a] **Mr. G.S. NATHAN**, son of Mr. S. Ganapathy, aged about 59 years, having Income Tax P.A.No. ABTPN7973M, Aadhaar No. 8078 8580 3685 and,
- [6-b] **Mrs. LATHA NATHAN**, wife of Mr. G.S. Nathan, aged about 55 years, having Income Tax P.A.No. AANPL6267H, Aadhaar No. 9856 7799 1451,

For Bhaggyam Constructions Pvt Ltd

VR *cs*
Managing Director

1a *[Signature]* 4 *[Signature]*
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3b *Rithin Xavier* 7 *Lanana*

both residing at F1, Prathyeka Apts., No 12, First Trust Link St., Mandaveli, Chennai 60028, hereinafter called the **SIXTH LAND OWNERS** and

- [7] **Mr.V.K. RAMAN**, son of Mr. V.A. Krishnaswami, aged about 70 years, having Income Tax P.A.No. AAAPR2831E, Aadhaar No. 5053 5264 5461, residing at Flat 4B, Raghava, 41-C, Beach Road, Kalakshetra Colony, Besant Nagar, Chennai 600090 hereinafter called the **SEVENTH LAND OWNER**

The term "FIRST LAND OWNERS", "SECOND LAND OWNER", "THIRD LAND OWNERS", "FOURTH LAND OWNER", "FIFTH LAND OWNER", "SIXTH LAND OWNERS" and "SEVENTH LAND OWNER", hereinafter collectively called the **LAND OWNERS**, which term shall mean and include themselves, their respective legal heirs, administrators, executors, assigns.

AND

M/s. BHAGGYAM CONSTRUCTIONS PVT. LTD., a Company, incorporated under the Companies Act, 1956, having Income Tax P.A.No.AACCM2898P, having its Registered Office at No.2, Sarangapani Street, T. Nagar, Chennai – 600 017, represented herein by its Managing Director, **Mr.V.RAMASWAMI**, [PAN ADQPR7079D] [AadhaarNo.595573135577], son of Late Mr. S.R.Vaidyanathan, aged about 68 years, hereinafter called the "**DEVELOPER**", which term wherever the context so admits or requires shall mean and include its executors, legal representatives, administrators, assigns and successors in interest.

WHEREAS the LAND OWNERS and the DEVELOPER had entered into an Agreement for Joint Development dated 25/06/2023, (hereinafter referred to as the "PRIMARY AGREEMENT") with regard to the Schedule property.

For Bhaggyam Constructions Pvt Ltd

VK 
Managing Director

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WHEREAS pursuant to the signing of the above mentioned Primary Agreement, the DEVELOPER have processed the Plans at CMDA and obtained the plan sanction from CMDA with regard to the development of the Schedule property.

WHEREAS currently there is clarity with regard to the Flats to be constructed on the Schedule property as per the said approved plan received from the CMDA.

WHEREAS pursuantly the Parties herein are desirous of recording their understanding and reduced to writing as appearing hereunder:

NOW THIS SUPPLEMENTARY AGREEMENT-I WITNESSETH AS FOLLOWS:

1. It is agreed and accepted between the Parties herein that the proposed Apartments to be constructed on the Schedule property shall be divided between the LAND OWNERS and the DEVELOPER in the following manner:

<u>Flat</u>	<u>Floor</u>	<u>Name of the owner</u>
Flat 1	First Floor	Raman kasiviswanathan & Thangamani Kasiviswanathan
Flat 2	First Floor	Aravind
Flat 3	Second Floor	JTL Xavier & Rithin Xavier
Flat 4	Second Floor	N.Ganapathisubramaniam
Flat 5	Third Floor	S.Balasubramanian
Flat 6	Third Floor	Bhaggyam Constructions Pvt. Ltd.
Flat 7	Fourth Floor	G.S.Nathan & Latha Nathan
Flat 8	Fourth Floor	V.K.Raman
Flat 9	Fifth Floor	Developer/Bhaggyam
Flat 10	Fifth Floor	Developer/Bhaggyam

For Bhaggyam Constructions Pvt Ltd

V.K. Raman
Managing Director

1a [Signature] 4 [Signature]
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3a [Signature] 6b Latha [Signature]
3b Rithin Xavier 7 Raman [Signature]

2. It is further agreed and accepted between the Parties herein that the Car Parking spaces in the said project shall be shared between the LAND OWNERS and the DEVELOPER as demarcated in the Car Park Plan attached to this Supplementary Agreement-I, which shall form part and parcel of this Supplementary Agreement-I.
3. It is further agreed and accepted between the Parties that the above mentioned division of Apartments and the Car parks between the LAND OWNERS and the DEVELOPER shall be final, binding and irrevocable between the Parties herein.
4. The Parties herein are entering into this Supplementary Agreement-I to record and confirm the above division of the Apartments and the Car Parks, pursuant to the above mentioned Primary Agreement entered into between themselves.
5. The LAND OWNERS and the DEVELOPER shall enjoy their respective entitlement as detailed above as the absolute owners of the property earmarked for them without any objections or hindrance from any of the other parties herein or their respective successors-in-title.
6. With respect to all other terms and conditions, the Primary Agreement dated 25/06/2023 entered into between the Parties herein shall be in full force and hold good. This Supplementary Agreement-I shall be read along with the above mentioned Primary Agreement dated 25/06/2023 and shall be co-terminus with the Primary Agreement.

Subject to the modifications as mentioned herein, the aforementioned Primary Agreement dated 25/06/2023 shall remain in full force and effect

For Bhaggyam Constructions Pvt. L.
V. K. S. S. S.
Managing Director

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3a [Signature] 6b [Signature]
3b Rithin Xavier 7 [Signature]

and shall be read and construed as if the terms of these presents were inserted therein by way of modification.

7. This Supplementary Agreement-I has been prepared in 8 counterparts and duly signed by the parties concerned, each of the Parties herein shall retain one counterpart towards their respective title in respect of the flat earmarked for them as contemplated hereunder.

SCHEDULE OF PROPERTY

All that piece and parcel of property situated at Old No.54, then No.26, currently New No.51, IV Trust Cross Street, Mandavelipakkam, Chennai-600 028, bearing Plot No.24, comprised in R..SNo.4311/22, Block No.97, Mylapore Village and Taluk, Chennai District, measuring an extent of 2 Grounds and 1180 sq.ft. or thereabouts, together with the Residential flats existing thereon, and the said land bounded on the –

North by: 40 Feet Road now known as IV Trust Cross Street

South by: Plot No.556, comprised in R.S.Nos.4311/19 and 4311/18

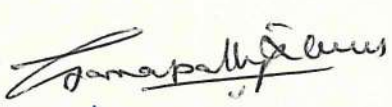
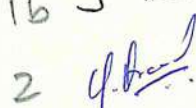
East by: Plot No.25, bearing Old Door No.25, IV Trust Cross Street

West by: Plot No.23, bearing Old Door No.26/1, IV Trust Cross Street

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

For Bhaggyam Constructions Pvt Ltd

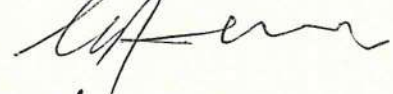
VK 
Managing Director

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS SUPPLEMENTARY AGREEMENT, ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN, IN THE PRESENCE OF THE FOLLOWING -

WITNESSES:

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LAND OWNERS

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For Bhaggyam Constructions Pvt Ltd


Managing Director

DEVELOPER