भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

AS 119301

RAJENDRAN R.K

055044

21 NOV 2013

S.SINGARAVELU.
STAMP VENDOR
No: 2, 4th Main Road, (Market)
NANGANALLUR, CHENNAI-61
L.No. 4255 / @1 / 95

DEED OF MEMORANDUM OF JOINT VENTURE AGREEMENT

THIS DEED OF MEMORANDUM OF JOINT VENTURE AGREEMENT executed at Chennai on this 16th day of July 2014. BY & BETWEEN

Mr. A.M.O HARIHARESWARA RAO, (I.D.-Driving License No: TN0520030005096, Cell No. 99624 16366), Son of Mr. A.M.O. Sreshty, Hindu, aged about 51 years , and residing at No. 3, Plot No :17, Thiruvalluvar Street, VGP Shanthi Nagar, Pallikaranai, Chennai-600 100; hereinafter called the **OWNER**, the **PARTY OF THE FIRST PART**, which term shall wherever the context so admits, mean, and include himself, his heirs, legal representatives, administrators, executors, assigns or nominees, successors in interest, and all person or persons deriving or claiming title through or under all or any of them as the case may be:-

AND

Mr. RAJENDRAN. R. K. (I.D.-Ration Card No. 01/W/0092469, Cell No.9840566308), Son of Mr. R. Kuppuswamy, Hindu, aged about 50 years residing at No. 4F, Nee Wing, GT Cholayil Residency, Rail Nagar Road, Koyambedu, Chennai- 600 107 hereinafter called the **BUILDER** the **PARTY OF THE SECOND PART** which term shall wherever the context so admits, mean and include himself, his heirs, legal representatives, administrators, executors, assigns or nominees successors in interest and all person or persons deriving or claiming title through or under all or any of them as the case may be **WITNESSETH.**

WHEREAS the Party of the First Part is the owner of the Property namely All that Piece and Parcel of House Site Plot No. 3 in Bharathi Nagar Part I, Approved Layout No.L.P/DTCP No.846/91,(Ref. No.54606/90 L.A) measuring an extent of 2585 Sq. Ft., Comprised in Survey No.339/1B as per Patta No.2577, New survey No.339/1B3B Situated at Adhanoor Village, Sriperumbudur Taluk, Kancheepuram District within the Registration District of Kancheepuram and Sub Registration District of Guduvanchery and within the Civic Jurisdiction of Adhanoor Village Panchayath of Kundrathur Panchayath Union, morefully and particularly described in the Schedule A hereunder, the same having been purchased by him from Mr. K. Udayakumar in and by a Deed of Sale dated 05.12.2012 Registered as Document No.13779 of 2012 at Sub Registrar Office, Guduvanchery.

WHEREAS the **Party of the First Part** from the date of purchase of the schedule A mentioned property is in possession and enjoyment of the same obtained Patta in his name Patta No 5709 with New Survey No. 339/1B3B and in order to develop the same into residential apartment building for himself and for prospective purchasers obtained Building Plan Approval from the Kundrathur Panchayath Union Vide Approval No. LP/DTCP/846/91 has approached the Party of the Second Part who is a Builder.

WHEREAS the Party of the First Part -Owner has decided to promote residential apartment building for himself, and for Prospective Purchasers in the Schedule – A mentioned Property under Joint Venture and for this Purpose the Party of the First Part has approached the Party of the Second Part -**BUILDER** who are property developers and the Party of the First Part- Owner and the Party of the Second Part –Builder mutually agreed for Joint Venture Development of the Schedule A mentioned Property under 50% :50% basis.

NOW THIS DEED OF MEMORANDUM OF JOINT VENTURE AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Party of the First Part- Owner and the Party of the Second Part – Builder mutually agreed for Joint Venture Development of the Schedule A mentioned Property under 50% : 50% basis.

2. The Party of the Second Part hereby agrees to construct Residential Storied Building of Stilt + Two Floor on the Schedule A mentioned property and shall give to the Party of the First Part 2435 Sq.ft., approximately Constructed Building Area including Common Area who is retaining 1292.50 .Sq. ft. Undivided Share of land in the Schedule A mentioned Property a being 50% of the Owners Share as Detailed below in Schedule B hereunder :

1. Flat No.1A in First Floor Super Built Up Area of 868 Sq.ft., approximately including Common Area with 461 Sq.ft., of undivided Share of land.+ Car Parking No.1A.

2. Flat No.1B in First Floor Super Built Up Area of 662 Sq.ft., approximately including Common Area with 352 Sq.ft., of undivided Share of land.+ Car Parking No.1B.

3. Flat No.1C in First Floor Super Built up Area of 905 Sq.Ft. approximately including Common Area with 480 Sq. Ft. of undivided share of land + Car Parking No.1C.

3. The Party of the First Part hereby agrees that the Party of the Second Part shall be retaining 2435 Sq.ft., approximately Constructed Building Area including Common Area together with 1292.50 Sq. ft. Undivided Share of land in the Schedule A mentioned Property being 50% of the Builders Share as Detailed below in Schedule C hereunder:

1. Flat No.2A in Second Floor Super Built Up Areaof 868 Sq.ft., approximately including Common Area with 461 Sq.ft., of undivided Share of land.+ Car Parking No.2A.

2. Flat No.2B in Second Floor Super Built Up Area of 662 Sq.ft., approximately including Common Area with 352 Sq.ft., of undivided Share of land.+ Car Parking No.2B.

3. Flat No.2C in Second Floor Super Built up Area of 905 Sq.Ft. approximately including Common Area with 480 Sq. Ft. of undivided share of land + Car Parking No.2C.

4. The Party of the Second Part hereby agrees to complete the construction of the Residential Apartment Building within Six months in respect of the Schedule A mentioned Property for development of the Flats immediately on signing this Agreement and the party to the first part further agrees to execute the Sale deed in respect of the Builders 50%Undivided Share of land of Schedule A mentioned Property simultaneously on signing this Agreement.

5. The Party of the First Part the agrees that the Builder is entitled to construct on the Schedule A Property a Stilt + Two Floors residential apartments building as per the Specification and Plan of Builders choice and the Builder is entitled to construct on the Schedule A Property.

6. The Party of the First Part owner has agreed that the construction of building on the Schedule A Property is integral and cardinal to this Agreement and the owner shall at no stage withdraw or prejudice the same.

7. The Builder is at liberty and entitled to construct building on the Schedule A Property by appointing suitable persons, contractors, architects, etc in regard to the development & Construction of Schedule A Property.

8. The Owner shall execute and register in favour of Builder the sale of UDS as requested in respect of the Schedule A Property for the development of the Schedule A mentioned property and the Owner himself if required will sign necessary Papers in respect of the Schedule A Property to enable the Builder to commence and carry on the work of making applications, receiving sanctions and other necessary aspect of construction of the Schedule A Property. That this MOU is implicit that the Owner shall also empower the Builder to apply for and obtain / renew construction Plan sanction, building Permit, Planning Permit, service connections such as water, sewerage, Electricity, Steel, Cement Permit etc., to sign all forms / applications required in this connection, to appear and act on behalf of the Owner in connection with the Schedule A mentioned Property in all courts, Tribunals, Civil Revenue Authorities, Criminal Court, Income Tax Offices, State and Central Government, District Board, Municipal, Corporation, etc.,.

09. The Party of the First Part hereby agrees to hand over the Possession of the Schedule A Property to the Party of the Second Part immediately on signing this Agreement.

10. Each of the Parties herein agrees to indemnify the other and Owner and his nominees against any loss claim or damages that may occur to him by reason of breach of any conditions covenants terms and assurance contained herein.

11. For any dispute between the prospective purchasers of Flats and the Builders, Employees/Laborers, Contractor etc and the Builder the Owner is not liable at any cost and the Builder herein undertakes to indemnify the owner against any loss, claim or damages that may occur due to dispute between prospective purchasers of Flat, Employees/Laborers, Contractor etc of the Schedule A mentioned Property and Builder.

12. The OWNER hereby assures that he has not encumbered the Schedule A Property in any manner whatsoever nor has entered into any agreement of sale with any other Party and that there is no lispendense, lease, attachments, injunction, order of acquisition of any kind of lien whatsoever in and over the Schedule A Property.

13. Both the Parties mutually agree that this agreement shall be in full force until all the transactions are fully and effectually completed.

14. The OWNER hereby agree that he will not create any objection during the progress of the construction work.

15. The Builder is at liberty to Christine the project as " COZY HOMEZ " By Civicons and issue and Circulate the Pamphlets of the Proposed construction & Sale of the Flats in the Schedule A mentioned Property immediately on signing this Agreement.

16. The Builder agrees to obtain E.B. III Phase Service Connection, For three Flats retained by the Owner at the Cost of the Party of the First Part / the Owners.

SCHEDULE A OF THE PROPERTY

All that Piece and Parcel of Vacant House Site Plot No. 3 in Bharathi Nagar Part I, Approved Layout No.L.P/DTCP No.846/91,(Ref. No.54606/90 L.A) measuring an extent of 2585 Sq. Ft., Comprised in Survey No.339/1B as per Patta No.5709,New survey No.339/1B3B Situated at Adhanoor Village, Sriperumbudur Taluk, Kancheepuram District within the Registration District of Kancheepuram and Sub Registration District of Guduvanchery and within the Civic Jurisdiction of Adhanoor Village Panchayath of Kundrathur Panchayath Union.

Measuring:-

East to West on the Northern Side	: 35 Feet
East to West on the Southern Side	: 35 Feet
North to South on the Eastern Side	: 72 Feet
North to South on the Western Side	: 75.75 Feet

Bounded on the:-

North By	: 30 Feet road
South By	: Approved layout
East By	: Plot No.4
West By	: Plot No.2

SCHEDULE B OF THE PROPERTY
(OWNERS SHARE)

1292.50 Sq.ft., undivided share of land in Schedule A mentioned Property together with 3 Flats on the First Floor Constructed Area 2435 Sq.ft., approximately including Common Area with 3 Nos. Car parking on the Schedule A mentioned Property.

1. Flat No.1A in First Floor Super Built Up Area of 868 Sq.ft., approximately including Common Area with 461 Sq.ft., undivided Share of land.+ Car Parking No.1A.

2. Flat No.1B in First Floor Super Built Up Area of 662 Sq.ft., approximately including Common Area with 352 Sq.ft., undivided Share of land.+ Car Parking No.1B.

3. Flat No.1C in First Floor Super Built up Area of 905 Sq.Ft. approximately including Common Area with 480 Sq. Ft. undivided share of land + Car Parking No.1C.

SCHEDULE C OF THE PROPERTY
(BUILDERS SHARE)

1292.50 Sq.ft., undivided share of land in Schedule A mentioned Property together with 3 Flats on the Second Floor Constructed Area 2435 Sq.ft., approximately including Common Area and 3 Nos.Car Parking on the Schedule A mentioned Property. & Marked Yellow in the Plan Annexed herewith :

1. Flat No.2A in Second Floor) Super Built Up Area of 868 Sq.ft., approximately including Common Area with 461 Sq.ft., of undivided Share of land.+ Car Parking No.2A.

2. Flat No.2B in Second Floor Super Built Up Area of 662 Sq.ft., approximately including Common Area with 352 Sq.ft., of undivided Share of land.+ Car Parking No.2B.

3. Flat No.2C in Second Floor Super Built up Area of 905 Sq.Ft. approximately including Common Area with 480 Sq. Ft. of undivided share of land + Car Parking No.2C.

TECHNICAL SPECIFICATIONS

* Isolated Column footing in RCC 1:2:4 to suit G+2 Floors.
* Super Structure in Brick Work in Cement Mortar for brick walls.
* Teak Wood for main entrance door and country wood frame with flush door shutters for other doors, Windows are of country wood with glass shutters fixed with M.S. Grill.
* Vitrified tile flooring shall be provided for all rooms.
* Polished Black Granite Slab with Steel Sink for Kitchen Platform.
* Closet with Ceramic tiles dado for 7 Ft., height (White /grey colour) in toilet.
* Concealed wiring with copper wires, Metal Boxes with Modular switches confirming to ISI Specifications.
* PVC Pipes are being used for sewage works. PVC Pipes for all cold water line and CPVC Pipes for all hot water lines shall be used. Each toilet shall be provided with one Water closet, shower rose and C.P. taps. One Wash basin to be provided in the dining Hall.
* Two coats of white lime wash for ceiling and two coats of Emulsion Paint for Walls.
* For door shutters two coats of enamel Paint and a coat of Primer.
* For steel works, Two Coats of enamel Paint over a coat of Metal Primer.

* For external wall surfaces two coats of Exterior Emulsion Paint shall be applied.

IN WITNESSES WHEREOF THE OWNER-PARTY OF THE FIRST PART AND THE BUILDER - DEVELOPER (PARTY OF THE SECOND PART) HEREUNTO SET THEIR HANDS AND SIGNED THEIR NAME ON THIS DEED OF MEMORANDUM OF JOINT VENTURE AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

OWNER
PARTY OF THE FIRST PART.

BUILDER - DEVELOPER.
PARTY OF THE SECOND PART.

WITNESSES:-

1. M.H. Nagabhooshan.
   S/o Harihareswara Rao. A.M.C.

2. E. VENKATRAMAN S/o. ELUMALAI