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S.SELVARAJ B.Sc.,
STAMP VENDOR L.No,15759 / 93
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MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF LAND UNDER JOINT VENTURE

THE MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF LAND UNDER JOINT VENTURE is executed and entered into at Trichy on this-**013TH Day of MARCH 2025.**

Between

Mr.N.Jawaharlal Nehru (Aadhaar No.7658 0664 0953) (Pan ID: AQYPJ5659A) S/o.Mr.Vellamandi.N.Natarajan residing in No.22/11, Rengasamy Chettiyar Street, Marakadai, Trichy-620008. (hereinafter referred to as the **"FIRST PARTY"** or the **"Land Owner"** which expression shall wherever the context so requires or admits, mean and include their respective heirs, executors, administrators and assigns).

For NAVARATHNA PROPERTY DEVELOPERS

Managing Partner

Party of the first part
Land Owner

Party of the second part
Developer

And

M/S. NAVARATHNA PROPERTY DEVELOPERS GSTIN (33AAVFN6433H1ZY) (Pan No:AAVFN6433H) a partnership firm having its principal place of business at D-72, Navaneetha's Sakunthala, 8th Cross East, Thillai Nagar, Tiruchirapalli-620018. Represented by its Managing Partner **Mr.N.Praveen**, S/o. Mr.P.Nehru (hereinafter referred to as the **'SECOND PARTY" or the "DEVELOPERS"** which expression shall wherever the context so requires or admits, mean and include its successors – in – title and assigns)

WHEREAS the party of first part is the absolute owner of the land bearing in Konakarai admeasuring an extent of 8268 Sq.ft comprised in Old T.S.No.3954/1 to New T.S.No.9 , Old Ward. 3 to New ward. B(G), Old Block. 63 (New block. 19), Chinthamani Village, Trichy Taluk & District, which is morefully described in Schedule 'A' hereunder.

AND WHEREAS ever since the date of settlement made in favour of the Land Owner, the Land Owner is in possession and enjoyment of the above said lands as absolute owner.

AND WHEREAS now the Land Owner has decided to develop the above said land with the help of a builder/promoter under joint venture;

AND WHEREAS the Land Owner being desirous of developing the schedule 'A' property, have negotiated with the Developers herein who have necessary experience in the construction of multi – storied Apartment Building.

The party of first party has asked the party of second party to construct a multi storied apartment on the above said land after obtaining necessary building construction approval from the Local Planning Authority and Corporation of Tiruchirapalli which have been accepted by the developers.

For NAVARATHNA PROPERTY DEVELOPERS

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AND WHEREAS in pursuance of the above said recitals and in consideration of the Developers agreeing to develop the schedule 'A' property into residential apartments, the Land Owner hereby entrust the schedule 'A' property to the developers for the same subject to the following terms and conditions.

NOW THIS DEED OF MEMORNDUM OF AGREEMENT FOR DEVELOPMENT OF LAND UNDER JOINT VENTURE WITNESSETH AS FOLLOWS:-

I) WHEREAS the Land Owner have represented to the Developers as under:-

(a) that the Land Owner is the absolute Land Owner of the schedule 'A' property and that the Owner have got good, marketable and subsisting title and he is in possession over the schedule property and none other has any right, title and interest or share therein;

(b) that the schedule 'A' property is not subject to **any litigation, attachments, court or acquisition proceedings** of any kind or to any agency coupled with interests or tax liabilities, attachment towards tax liability, nor has the schedule A property given as security for any purpose either directly or indirectly or made of any surety in and case or court proceedings;

(c) that there are no claims, mortgages, charges, lien or encumbrances on the schedule A property;

(d) that the Land Owner have not entered into any Agreement/s of sale; MOU, lease, transfer, for development of the schedule 'A' property with any other person;

(e) That the Land Owner have paid upto date taxes in the respect of the schedule 'A' property;

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(f) That there are no tenancies claims in regard to the schedule 'A' property.

(g) that the Owner is in possession and enjoyment and personal occupation of the schedule 'A' property;

(h) that the schedule 'A' property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the schedule 'A' property;

(i) that the Land Owner have paid the land revenue, taxes, cesses and other statutory charges with regard to the schedule A property;

(j) that there is no impediment for the Land Owner to acquire or hold or to sell the schedule 'A' property under any law;

II) WHEREAS the Land Owner declares that his title to the schedule 'A' property is marketable and free from encumbrances and on the basis of the said assurance of the Land Owner, the Developers have agreed to develop, entirely at their cost and expenses, by construction an Apartment Building.

It is mutually agreed by both the parties that:

a) It is mutually agreed between the parties hereto, to develop the land mentioned in the schedule A hereunder by constructing an apartment on schedule A land.

b) Developers shall allot an extent of **50%** of super built up area, as mutually agreed in the proposed building at free of cost to the Land Owner and the Land Owner is entitled to get the proportionate undivided share of land with himself.

For NAVARATHNA PROPERTY DEVELOPERS

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c) The cost of construction of **50%** of the built up area with their undivided shares hall be treated as the consideration for remaining undivided share of the land to be transferred in favour of the developers by the Land Owner.

d) The Land Owner will take responsibility to get register the land mentioned in the Schedule A in favour of developers.

e) The Land Owner shall permit the developers to develop residential apartments in the schedule 'A' property at the developers own cost.

NOW THIS AGREEMENT FURTHER WITNESSETH:-

1) CONSIDERATION:-

In consideration of the permission hereby granted to the Developers,

1a) The Land Owner shall execute a General power of Attorney in favour of the Developers in the land mentioned in schedule A hereunder.

1b) The Developers shall pay a sum of **Rs. 45,00,000./ (Rupees Forty Five Lakhs Only)** as refundable advance in the following manners.

2) CONVERSION/PLANS/LICENSES:-

2. (1) The cost of preparing and getting the building plan approval, getting the necessary permission from the corporation and other incidental expenses shall be borne by the Developers. The Cost towards metro water, sewage connections and electricity connections including deposits and any other deposit related to dwelling units shall be paid by the Land Owner and developers according to the plinth area sharing ratio between the owner and Developers;

2. (2) The Developers shall be entitled to modify the plan already submitted, if required by any statutory authority, without materially altering the entitlement of the Land Owner;

For NAVARATHNA PROPERTY DEVELOPERS

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2. (3) The construction of the flats should be done as per the building plan approval by the competent authority. There should not be any deviation in the construction from the approved plan. In case, if any deviation is found later date, the developer is completely responsible for the same and the developer shall bear the loss or penalty for such deviation.

2. (4) The land developer shall start the construction work after doing the soil test. The construction work shall be done by the developer in accordance with the permissible rules and laws. The developer is fully responsible for the safe construction of the building work. The Land Owner is no way liable for the damages, if any caused to the laborers or any party in the construction work.

2. (5) The developer is fully responsible in complying with the Labour Law and other statutes in the construction work. The Land Owner is not liable for any breach of rules or law by the developer.

3) **REPRESENTATIVES BY THE LAND OWNER:-**

3. (1) The Land Owner hereby declares that subject to what is stated above:

(a)The title of the Land Owner to the schedule 'A' property is clear and marketable and free from encumbrances;

(b) That the said property is not subject to any attachments either before or after judgment;

(c) That the Land Owner have not apart from what is stated above, created any charge, mortgage or encumbrances on the said property and have not alienated, leased, transferred or created any other third-party rights of whatsoever nature in respect of the said property or any part thereof and has not entered into any agreement or arrangement in respect of the development rights are granted by the Land Owner to Developers under this Agreement;

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3. (2) The Developers have entered into this Agreement on the basis of the aforesaid representations of the Land Owner. The Land Owner hereby agrees and undertakes that if any encumbrance or demands or claims are found to be existing or made in respect of the schedule A property, the Land Owner agree to indemnify and keep indemnified the Developers against the same and also clear and/or remove the same at their own costs and expenses and endure that there is no obstruction, interruption or objection to the Developers' rights to carry on development of the said property and to sell the units to be constructed by them on the said property;

3. (3) From the date of delivery of the owner's share in the super built up area allotted to the owner, the owner shall pay necessary property taxes, vacant site taxes, water and sewerage charges to the corporation. In addition to the above, the Land Owner shall pay meter deposit and electricity connection charges to TNEB charges payable to corporation for water and sewerage connection and other levies to the Government or local body at the time of the application is made for the above said connections to the relevant authorities by the Developers on behalf of the owner for the Land Owner portion of the constructed area.

4) **PERMISSIVE POSESSION:-**

4. (1) The Land Owner has granted permissive possession to the Developers in respect of schedule 'A' property;

4. (2) The Land Owner hereby permit entry to the Developers into the schedule A property as a part of the contract granting the Developers or their nominee/s, the right to construct in terms of this agreement for Development.

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5)**COMMENCEMENT OF DEVELOPMENTAL WORK AND AMENITIES:-**

5. (1) The Land Owner shall extent full co – operation to the Developers to complete the development work and completion of Apartment Building undertaken by them. The Land Owner shall not create any impediments or obstruction in the way of the Developers in developing or constructing the Apartment Building. However, the Developers shall permit entry to the Land Owner or his authorized agents to the construction site to inspect the construction work carried out by the Developers;

5. (2) The work of development shall be as per the specifications set out in Annexure 'A' hereto or its equivalents thereof.

6) **STATUTORY OBLIGATIONS:**

That the Developer has to comply with the prevailing statutory laws in respect of labour law and other laws. Any penalty or prosecution for the non compliance of the statutes will be at the cost and risk of the Developer. Further the Developer shall provide all safety measures and good standard in constructing the building. The developer is fully responsible for the construction of the building and its quality. The Land Owner has agreed to grant their undivided share to the Developer in consideration of constructing the building to the Developer. The Land Owner's liability / responsibility ends with that. The Land Owner is not responsible for any claim, if any, made by the Labourers, intending buyers of all the Flats or by general public for any reason.

7) **ARBITRATION:-**

Any dispute arising in the interpretation or compliance hereof shall be settled by arbitration of a single person appointed by mutual consent. In the event of disagreement between the parties in appointing common arbitrators, each party shall appoint an arbitrator of his own choice and the two arbitrators so appointed shall appoint a presiding arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties

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shall be bound by the adjudication of the sole arbitrator or the arbitral panel, as the case may be.

SCHEDULED 'A':-

Tiruchirapalli District, Thillainagar Registration office, Chinthamani Village, Konakarai, **Old T.S.No.3954/1 to New T.S.No.9 , Old Ward. 3 to New ward. B(G), Old Block. 63 (New block. 19),** Measuring an extent of **8268 Sq.ft** of land with all usual pathway and easement rights including thereon within the following four boundaries

North	-	8040 Sq.ft (Property belongs to Lakshmiprabha)
South	-	New T.S.NO.8 & 10/1 (Property belongs Mohammed Kasim)
East	-	20 Feet Road.
West	-	T.S.NO.18

SCHEDULED 'B' :-

DETAILED SPECIFICATIONS

STRUCTURE	:	RCC framed structure with flyash bricks Panel walls fine plastered.
FLOORING	:	Premium category stain and joint free Vitrified tiles for entire flooring &Skirting tiles (Johnson or Asian).
PAINTING	:	Interior walls are painted with tractor emulsion paint with putty finish (two coat putty, one cote primer, and two coat emulsion paint) for hall, dinning, Kitchen and bedrooms painted with satin enamel(Glossy or matt finish) (Asian Paints.)

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KITCHEN	:	Polished Granite BLACK slab for Kitchen platform and Stainless Steel Sink.
ELECTRICAL	:	Three Phase Power Supply with wire circuit breaker.
WINDOWS	:	UPVC windows with MS Grill.
PLUMBING	:	All the water lines are in CPVC, UPVC Pipes and PVC for drainage lines (Avon plast or Finolex) Parryware/Equivalent model CP Fitting along with EWC closet will be provided.
TOILETS/BATHROOMS	:	Designed Glazed tiles for bath rooms up to 7` wall dado and 2` above Kitchen table wall dado Shower panel provision in all of the bathrooms, Geyser provision for all the bath rooms.
DOORS	:	Main frame made with African Teak and all other inner door frames Teak wood with factory made fresh door.
STAIRCASE	:	Stainless steel handrail will be provided.
LIFT	:	Aarvin/Equivalent
AMENITIES	:	Ashok Leyland/Eicher Generator for lift and common area will be provided.

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Witnesses:

1.

2.

Navarathna Saroja Residency, in T S NO: 9 /2, (old Ward : B) , New Ward - G , Block : 19, At Konakarai Road, Chinthamani Village, K.Abishekapuram Zone, Zone-V, Thiruchirapalli Corporation, Tamil Nadu state.

Plot Sharing Details

SL.NO	BLOCK	FLOOR	FLAT.NO	SHARING DETAIL
1	Single Block	First Floor	A 1	Navarathna property developers
2			B 1	Navarathna property developers
3			C 1	Landowner
4			D 1	Navarathna property developers
5			E 1	Landowner
6		Second Floor	A 2	Landowner
7			B 2	Landowner
8			C 2	Navarathna property developers
9			D 2	Navarathna property developers
10			E 2	Landowner
11		Third Floor	A 3	Landowner
12			B 3	Navarathna property developers
13			C 3	Landowner
14			D 3	Navarathna property developers
15			E 3	Navarathna property developers
16			F 3	Landowner

For NAVARATHNA PROPERTY DEVELOPERS

Managing Partner

THE LANDLENS SUITE

Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
/landlens/one

Verify My Land
Every record check run on one property and returned as a single report.
/landlens/verify-my-land

Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
/landlens

One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
/landlens/one/map

PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
/landlens/pricemap

Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
/landlens/build-scope

Property Tracker
Watch a property and hear about it when something new is registered against it.
/landlens/property-tracker

Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
/landlens/deal-room

FREE TOOLS · NO ACCOUNT NEEDED

Twenty-four checks you can run yourself, at no cost.

Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

Every free tool
/tools

Services we run for you
/services

The LandLens suite
/landlens/one

Verified RealEstate™

Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

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Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.