


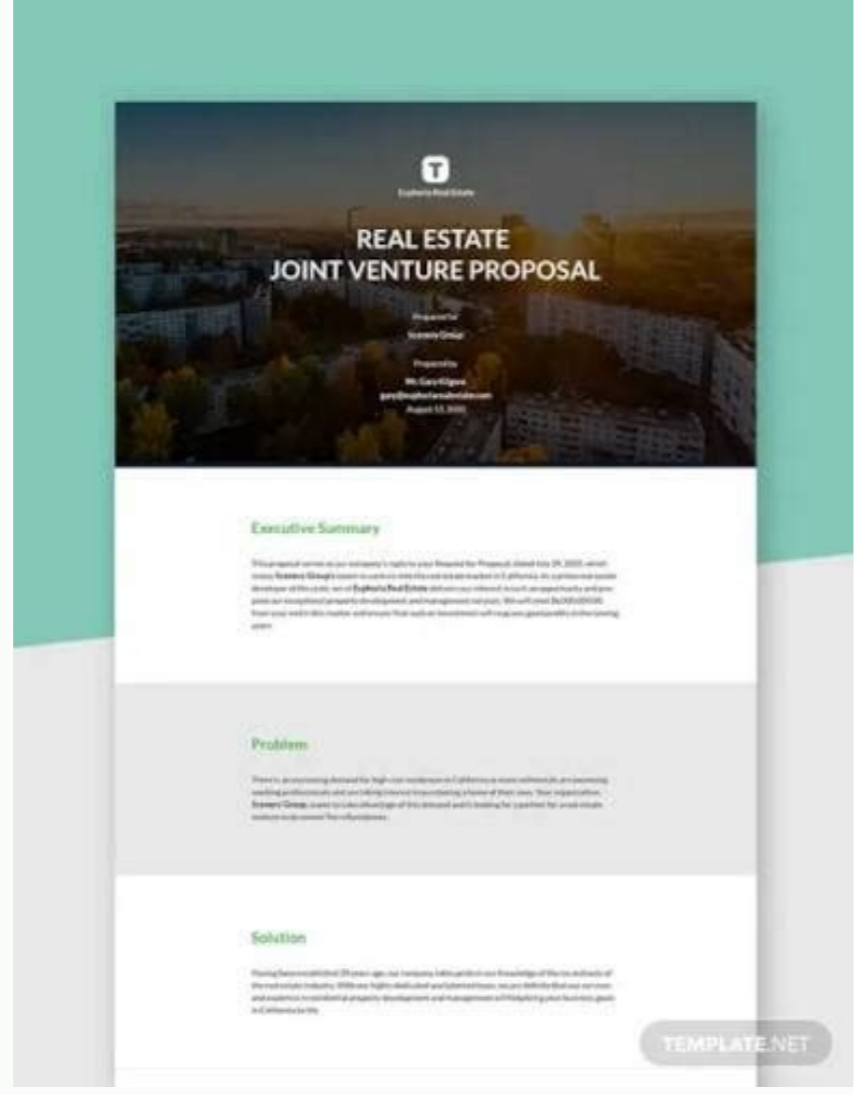
I'm not robot  reCAPTCHA

I am not robot!

Joint venture agreement real estate pdf

Updated August 21, 2023 A joint venture agreement is a legal contract that unites two or more parties, whether individuals or companies, in the pursuit of a common goal. The contract stipulates that the parties will combine their resources in order to achieve mutually beneficial ends. Reasons to Form a Joint Venture Often, the reason two parties decide to enter into a joint venture is to complete a specific project. Two companies might, for example, acknowledge that individually they lack the resources to access a particular technology that would enable a business venture to succeed. By joining together, they could share the burden of startup costs, gain access to the technology, then share in any profits generated as a result. Sometimes, the reason for forming a joint venture is more related to strategy than capital. An alliance could, for example, enable two companies that specialize in two different fields to access or dominate a new market. Another reason two companies might form a joint venture is to increase their likelihood of winning a tender or bid for a contract. Benefits of a Joint Venture The central question to ask before forming a joint venture is this: will sharing capacity and/or resources help us to achieve something we couldn't achieve individually and separately? Will this arrangement be mutually beneficial? Consider the possibility of such benefits as: Increased access to resources Sharing of risk and startup costs, including marketing and operating costs Increased efficiency Ease of access to economies of scale Increased competitive advantage Expanded customer reach Joint Venture vs. Limited-Liability Partnership While a joint venture appears similar to a partnership, the two legal entities are in fact distinct and separate. The main difference relates to breadth; whereas a joint venture is generally contracted in order to enable two separate entities to jointly achieve a specific, fixed-term goal, a limited-liability partnership allows parties to jointly own and operate a company until such time as the company is dissolved. Joint Venture Limited-Liability Partnership Main Purpose Joint pursuit of a business goal or project Agreement between company owners united by a broad purpose Entity Required? No Yes Time Period Short-term Long-term Decision-making Both parties General partner only Tax Liability Flows to the company based on ownership percentage Pass-through to individual Famous Examples (3) Mercedes-Benz + Airstream McDonald's + Coca-Cola American Airlines + Qantas Mercedes-Benz + Airstream Since 2004, both companies have built RVs together. Mercedes-Benz provides the chassis and engineering while Airstream constructs the rest of the vehicle. McDonald's + Coca-Cola Since 1955, Coca-Cola has provided soft drinks to McDonald's to accompany their meals. Coca-Cola provided signage and other incentives as part of this venture. American Airlines + Qantas Since 2019, American Airlines and Qantas allows travelers to book trips using each other's networks. This means a traveler looking to book a trip from Sydney to New York can do so on either airline's website. Previously, a traveler would have to book Qantas to get to the United States and then another airline to get to their final destination. The joint venture expands each airline's customer base.

How to Form a Joint Venture (4 Steps) First, identify whether the organization under consideration would be a good match.



Another reason two companies might form a joint venture is to increase their likelihood of winning a tender or bid for a contract. Benefits of a Joint Venture The central question to ask before forming a joint venture is this: will sharing capacity and/or resources help us to achieve something we couldn't achieve individually and separately? Will this arrangement be mutually beneficial? Consider the possibility of such benefits as: Increased access to resources Sharing of risk and startup costs, including marketing and operating costs Increased efficiency Ease of access to economies of scale Increased competitive advantage Expanded customer reach Joint Venture vs.

(This should open in new window. Check it when you're done and you'll be back here.)
JOINT VENTURE AGREEMENT FOR
A _____, **JOINT VENTURE**
THIS JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20____, by and between _____, a _____, incorporated under the laws of _____, and _____, a _____, incorporated under the laws of _____, for the purpose of _____.

Sometimes, the reason for forming a joint venture is more related to strategy than capital. An alliance could, for example, enable two companies that specialize in two different fields to access or dominate a new market. Another reason two companies might form a joint venture is to increase their likelihood of winning a tender or bid for a contract. Benefits of a Joint Venture The central question to ask before forming a joint venture is this: will sharing capacity and/or resources help us to achieve something we couldn't achieve individually and separately? Will this arrangement be mutually beneficial? Consider the possibility of such benefits as: Increased access to resources Sharing of risk and startup costs, including marketing and operating costs Increased efficiency Ease of access to economies of scale Increased competitive advantage Expanded customer reach Joint Venture vs.

LG
GOODLAND GROUP LIMITED
Company Registration No: 20440522N

JOINT VENTURE AGREEMENT FOR REAL ESTATE DEVELOPMENT IN MYANMAR

INTRODUCTION

The Board of Directors (the "Board" or the "Directors") of Goodland Group Limited (the "Company") and together with its subsidiaries, the "Group") is pleased to announce that the Company's wholly-owned subsidiary, Goodland Glory Pte. Ltd. ("GG") has on 7 February 2013, entered into a joint venture agreement (the "Agreement") with KRS Construction (Myanmar) Pte. Ltd. ("KRS") to undertake two (2) residential property development projects in Yangon, Myanmar (the "Joint Venture").

INFORMATION ON THE JOINT VENTURE

GG and KRS (collectively, the "Parties") are in the business of real estate development and have expertise in planning, design and construction of residential properties in Singapore and Myanmar respectively.

The Joint Venture will be undertaken by a 50% - 50% joint venture company to be incorporated in Singapore (the "JV Co"). The JV Co is a special purpose vehicle which will initially undertake the residential property development projects known as Golden Dragon Condominium Project ("GDC") and Shwe Pyi Tan Complex Project ("SPIC") (collectively, the "Projects").

The shareholding structure of the JV Co shall be as follows:

Shareholders	Shareholdings
GG	50%
KRS	50%

GG shall provide general management, financial management and technical advice and expertise in relation to the Projects.

The initial working capital to be provided by GG to the JV Co shall be secured by titles on real properties as well as the economic benefits of such properties, to be provided by KRS to GG as collateral. The aggregate value of such titles and economic benefits shall be equivalent to or greater than the initial working capital to be provided by GG.

GG reserves the right to sell its interests in other entity or entities should KRS be in default under the Agreement at any time.

INFORMATION ON KRS

KRS is incorporated in Singapore and is principally a general contractor. KRS holds exclusive development rights for the Projects and shall retain such development rights and exclusive land use (collectively, the "Economic Benefits") to be procured by KRS of the Projects into the JV Co.

An alliance could, for example, enable two companies that specialize in two different fields to access or dominate a new market.

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (hereinafter "Agreement") is entered on this _____ day of MONTH, YEAR, by and between **PARTY1**, a _____ (State) Corporation/Limited Liability Company/Limited Partnership located at _____, and **PARTY2**, a _____ (State) Corporation/Limited Liability Company/Limited Partnership located at _____, (hereinafter "PARTY1"), and **PARTY2**, a _____ (State) Corporation/Limited Liability Company/Limited Partnership located at _____, (hereinafter "PARTY2").

RECITALS

WHEREAS, the parties desire to formalize their understanding regarding the development of a certain tract of land located in _____, _____ County, _____;

WHEREAS, the property is more particularly described as follows (hereinafter the "Property"):

Approximately XX Acres located at _____

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

(OPTIONAL PROVISIONS:)

X. Joint Venture. The parties agree to form a new Limited Liability Company named _____ LLC (hereinafter "New LLC") in which the ownership shall be as follows, _____% PARTY1, _____% PARTY2. The purpose of the New LLC is to complete the full development of the Property. All provisions of this Joint Venture Agreement shall be integrated into the Operating Agreement of the New LLC.

X. Place of Business. The principal place of business of the joint venture, at which the joint venture's books and records shall be maintained, shall be ADDRESS or at such other place as shall be mutually agreed upon by the parties from time to time.

X. Funding of the Project. As consideration for this Agreement, PARTY1 agrees to provide all necessary funding for the purchase and future development of the Property.

X. Funding of the Project. As consideration for this Agreement, PARTY1 agrees to assist both parties by obtaining the property under fair market value. It is estimated that the current fair market value of the Property is \$XXXXX,XXX. The parties shall obtain the Property for \$XXXXX,XXX. Thus, PARTY1's contribution to the Joint Venture is \$XXXX,XXX. PARTY2 shall provide the cash purchase price of \$XXXX,XXX in order to close on the purchase of the Property. Hence the initial percentages of the parties set forth in Section X above are based on their respective initial investment.

Sometimes, the reason for forming a joint venture is more related to strategy than profit. An alliance between two companies that specialize in different fields to dominate a new market. Another reason two companies might form a joint venture is to increase their likelihood of winning a tender or bid for a contract. Benefits of a Joint Venture The central question to ask before forming a joint venture is this: will sharing capacity and/or resources help us to achieve something we couldn't achieve individually and separately? Will this arrangement be mutually beneficial? Consider the possibility of such benefits as: Increased access to resources Sharing of risk and startup costs, including marketing and operating costs Increased efficiency Ease of access to economies of scale Increased competitive advantage Expanded customer reach Joint Venture vs. Limited-Liability Partnership While a joint venture appears similar to a partnership, the two legal entities are in fact distinct and separate. The main difference relates to breadth; whereas a joint venture is generally contracted in order to enable two separate entities to jointly achieve a specific, fixed-term goal, a limited-liability partnership allows parties to jointly own and operate a company until such time as the company is dissolved. Joint Venture Limited-Liability Partnership Main Purpose Joint pursuit of a business goal or project Agreement between company owners united by a broad purpose Entity Required? No Yes Time Period Short-term Long-term Decision-making Both parties General partner only Tax Liability Flows to the company based on ownership percentage Pass-through to individual Famous Examples (3) Mercedes-Benz + Airstream McDonald's + Coca-Cola American Airlines + Qantas Mercedes-Benz + Airstream Since 2004, both companies have built RVs together. Mercedes-Benz provides the chassis and engineering while Airstream constructs the rest of the vehicle. McDonald's + Coca-Cola Since 1955, Coca-Cola has provided soft drinks to McDonald's to accompany their meals. Coca-Cola provided signage and other incentives as part of this venture.

Project Joint Venture Agreement

**VENTURE AGREEMENT
OF
"LMN COMPANY"**

This Agreement, dated and effective as of ^, 19^, by and between ^ABC Inc., an Illinois corporation ("^ABC"), and ^XYZ Inc., an Illinois corporation ("^XYZ") (^ABC and ^XYZ being hereinafter sometimes collectively called "**Partners**" and individually called a "**Partner**").

WITNESSETH

WHEREAS, the Partners wish to engage together in the ^ business and, to further that objective, to form a partnership and adopt this Agreement as the articles of partnership of such partnership;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits herein set forth and contemplated, the Partners agree as follows:

ARTICLE I

ORGANIZATION OF THE PARTNERSHIP

(a) **Establishment.**

(i) The Partners hereby form and establish a general partnership (the "**Partnership**") under the Illinois Uniform Partnership Act for the limited purposes and scope set forth herein, and hereby adopt this Agreement as the Articles of Partnership of the Partnership.

(ii) Except to the extent otherwise provided herein, the rights and liabilities of the Partners and the conduct and termination of the Partnership shall be governed by the Illinois Uniform Partnership Act.

(iii) The Partners will promptly execute all certificates and other documents, and make all such filings and recordings and perform such other acts as may now or hereafter be necessary or desirable, to comply with the requirements of Illinois law for the organization and formation of the Partnership and the carrying on of its business.

(iv) Each Partner shall be a general partner.

(v) All real and other property including permits and licenses owned by or granted to or held by the Partnership shall be deemed to be owned by or granted to or held by the Partnership as an entity, and no Partner, individually, shall have any ownership of or right to use any such property.

(b) **Name.** The name of the Partnership is "LMN COMPANY," and the

Another reason two companies might form a joint venture is to increase their likelihood of winning a tender or bid for a contract. Benefits of a Joint Venture The central question to ask before forming a joint venture is this: will sharing capacity and/or resources help us to achieve something we couldn't achieve individually and separately? Will this arrangement be mutually beneficial? Consider the possibility of such benefits as: Increased access to resources Sharing of risk and startup costs, including marketing and operating costs Increased efficiency Ease of access to economies of scale Increased competitive advantage Expanded customer reach Joint Venture vs. Limited-Liability Partnership While a joint venture appears similar to a partnership, the two legal entities are in fact distinct and separate. The main difference relates to breadth; whereas a joint venture is generally contracted in order to enable two separate entities to jointly achieve a specific, fixed-term goal, a limited-liability partnership allows parties to jointly own and operate a company until such time as the company is dissolved. Joint Venture Limited-Liability Partnership Main Purpose Joint pursuit of a business goal or project Agreement between company owners united by a broad purpose Entity Required? No Yes Time Period Short-term Long-term Decision-making Both parties General partner only Tax Liability Flows to the company based on ownership percentage Pass-through to individual Famous Examples (3) Mercedes-Benz + Airstream McDonald's + Coca-Cola American Airlines + Qantas Mercedes-Benz + Airstream Since 2004, both companies have built RVs together. Mercedes-Benz provides the chassis and engineering while Airstream constructs the rest of the vehicle.

McDonald's + Coca-Cola Since 1955, Coca-Cola has provided soft drinks to McDonald's to accompany their meals. Coca-Cola provided signage and other incentives as part of this venture. American Airlines + Qantas Since 2019, American Airlines and Qantas allows travelers to book trips using each other's networks. This means a traveler looking to book a trip from Sydney to New York can do so on either airline's website. Previously, a traveler would have to book Qantas to get to the United States and then another airline to get to their final destination. The joint venture expands each airline's customer base. How to Form a Joint Venture (4 Steps) First, identify whether the organization under consideration would be a good match. Is there a product or service the ally could offer that would help to further a specific business goal? After identifying a candidate, it's time for both parties to discuss how each might benefit from a joint venture agreement. A joint venture agreement should reflect strategic thinking in six areas: Contribution - What contributions of money, property, effort, knowledge, skill, or other assets will each party contribute? Joint interest - What is/are the parties' joint interest(s)? Mutual control - Will the parties mutually control or manage the enterprise? Profit - Is there an expectation of profits? Profit rights - How will the parties share in any profits generated? Single objective - Is the objective limited to a specific timeframe or activity? Source: City University of New York Law Review The signing of an agreement establishes a joint venture.

The parties involved will be legally obligated to meet the terms of the agreement until the agreement is terminated. Terminating a Joint Venture A joint venture agreement might allow for termination once the common goal has been achieved, once a certain date has been reached, or once the parties agree jointly to terminate. Options for termination include: Consensus A court-ordered winding-up Sale of interests A joint venture agreement should spell out what happens in the event one party or both parties wish to terminate the venture. Most agreements allow for termination with 30 days' notice. The agreement should also outline what happens in the event of a breach, insolvency of one party, or an irreconcilable dispute.

Key Features of a Joint Venture Agreement A joint venture agreement should include the names and contact information of all parties involved, the purpose of the venture, the roles and responsibilities of each party, the duration of the agreement, and the terms of the agreement. The agreement should also outline the venture's ownership and management structure, the rights and obligations of each party, and the dispute resolution process. A joint venture agreement should, in addition, contain provisions for the protection of intellectual property, confidentiality, and non-compete clauses, as well as provisions for the distribution of profits and losses, the taxation of the venture, and the indemnification of the parties. Should an Agreement Address Confidentiality? A confidentiality or non-disclosure agreement is a means of making sure that anyone who becomes privy to trade secrets or commercially sensitive information by virtue of being part of a joint venture won't share or sell it to competitors when the agreement ends. This is important to include because while the joint venture will expire, the capacity to benefit from commercially valuable information won't. Sample JOINT VENTURE AGREEMENT THE PARTIES. This Joint Venture Agreement ("Agreement") dated on [DATE] ("Effective Date") is between: Party A: [NAME OF PARTY A], with a mailing address of [MAILING ADDRESS OF PARTY A] ("Party A"), and Party B: [NAME OF PARTY B], with a mailing address of [MAILING ADDRESS OF PARTY B] ("Party B"). Party A and Party B are each referred to herein as a "Party" and, collectively, as the "Parties." JOINT VENTURE. The Parties agree to a mutually benefiting relationship for the purpose of: [DESCRIPTION OF JOINT VENTURE] Hereinafter known as the "Joint Venture." PARTNERS' DUTIES. Each Party agrees to bear the responsibility of the following duties during the Term of the Joint Venture: Party A: [RESPONSIBILITIES OF PARTY A] Party B: [RESPONSIBILITIES OF PARTY B] OWNERSHIP. Ownership of the Joint Venture shall be the following: Party A: [#]% Party B: [#]% Hereinafter known as the "Ownership." PROFIT DISTRIBUTION. Profits of the Joint Venture shall be distributed: (check one) - In accordance with Ownership. - In accordance with the following: Party A: [#]% Party B: [#]% Profits shall be defined as gross revenues less expenses and other contractual liabilities. NON-COMPETE. Each Party shall be: (check one) - RESTRICTED from participating in similar business activities as the Joint Venture. - NOT RESTRICTED to withhold from participating in similar business activities as the Joint Venture. CONTRIBUTIONS. Each Party agrees to contribute the following for the success of the Joint Venture: Party A: (check applicable) - Cash: [\$] - Other: [OTHER] Party B: (check applicable) - Cash: [\$] - Other: [OTHER] Hereinafter known as the "Contributions." TERMINATION. This Agreement shall terminate in any of the following: (check applicable) - On the end date of [DATE]. - At any time with [#] days' notice. - Other: [OTHER] Hereinafter known as the "Term." DISPUTES.

The Partners agree to resolve any dispute arising out of this Agreement through polite interactions and negotiations. If any dispute cannot be resolved by negotiation within ninety (90) days, the Partners involved shall enter mediation in accordance with the rules under Governing Law. If said mediation is not successful in resolving the dispute or is not applicable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award shall be final, and judgment may be entered upon it by any court having proper jurisdiction within the Governing Law. ACKNOWLEDGMENTS. Each Party makes the following acknowledgments in this Agreement: Mutually Benefiting. The Agreement does not constitute nor should be recognized as a partnership agreement, but as mutually benefiting terms for the purpose of the Joint Venture. Confidentiality. Beginning on the Effective Date, both Parties shall be obligated to withhold sharing any proprietary information of each Party or of any details related to the Joint Venture ("Confidential Information"). Such Confidential Information shall include, but not be limited to, documents, plans, data, reports, concepts, strategies, finances, specifications, customer lists, pricing, sales, charts, profiles, goals, and any other related business activity. IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above. Party A Signature: _____ Party B Signature: _____ When you and your partner decide to move on to a new partnership, it's always better to have a legal document as evidence to the joint venture. For this purpose, you need to draft an official joint venture agreement. If you have a real estate business and you want to extend it to a more formal relationship with different connections, then you will need to set out the terms of the new venture into a contract.

It helps to handle the large and complex agreement if you have organized all the conditions into one single document. You can use agreement templates to help you get rid of any confusion if you have regarding this matter.DetailsFile FormatDownload Now6+ Real Estate Joint Venture Agreement Templates1. Real Estate Confidentiality Agreement TemplateDetailsFile FormatMicrosoft WordGoogle DocsApple PagesSize: A4, USDownload Now2. Real Estate Partnership Agreement TemplateDetailsFile FormatMicrosoft WordGoogle DocsApple PagesSize: A4, USDownload Now3. Real Estate Joint Venture Agreement Templateslegalwiz.comDetailsFile FormatSize: 4.3 KBDownload NowA joint venture is an advantageous business relationship if both parties have equal terms of benefit from it. Therefore, if you are thinking of doing something similar, then it's natural to get in a joint venture agreement. Don't miss the opportunity of growing your real estate business by using this Real Estate Joint Venture agreement templates in Apple Pages. It comes with a complete professional structure and layout that gives you all the information to start your venture in no time!4.

Real Estate Joint Venture Development Agreementlistedcompany.comDetailsFile FormatSize: 287.4 KBDownload NowYou and your partner company need to be able to work together if you are looking for success in your real estate business. Make sure you lay down the terms and conditions of the partnership agreement to avoid any kind of confusion in the future. The most convenient way to achieve this goal is to utilize handy joint venture agreement templates in MS Word from our site that gives you the full liberty to customize and add your conditions to get what you want!5. Model Joint Venture Agreement Checklistamericanbar.orgDetailsFile FormatSize: 116.2 KBDownload NowIf you find a partner who shares the same business values that you do, then you shouldn't wait to enter into a simple partnership agreement with him. This will enhance you as well as your partner's productivity and get joint customers. To seal the deal, you need an official document to help you get there. Download our Model Joint Venture Agreement Checklist, available in PDF format that comes with everything to serve your needs. have a look right away!7 Steps to Draft a Real Estate Joint Venture AgreementStep 1: Start With IntroductionIn the introduction section, start with a brief factual background of the agreement. You need to provide a context of the joint venture and introduce both parties along with their businesses. Mention a short review of the roles and responsibilities of each party to achieve the objectives mentioned in the agreement.Step 2: State Business ObjectiveAfter the formal introduction, you need to mention the business objectives of the joint venture which is a set of purpose and scope that defines the expectations of both parties. State the objectives of each party with clear definitions as mentioned in the agreement.Step 3: Include Legal DefinitionsThe next section you can include in the agreement is a list of legal definitions that are crucial for the agreement draft. They are laid out for the laymen who are new to this kind of venture. Also, the section is strictly for law purposes when the agreement will be presented in the court in case of a dispute.Step 4: Lay Down ContributionsSince it is a joint venture, each party has something to offer to the legal document. Depending on the strengths and weaknesses of the business, you and your partner surely have something substantial to offer. Mention how each party, party A and party B will perform their job roles towards the joint agreement for a successful venture.Step 5: Determine LiabilitiesEvery business has assets and liabilities. But it's not mandatory to share all the profits and losses between the parties. One party may gain from the contract than the other depending on the status of the business. For example, it a large-scale wants to conduct business with a small start-up, then it will incur a bigger portion of the profit rather than its partner.Step 6: Terms of Dispute ResolutionAgreements are subject to disputes now and then. Therefore, it's wise to be prepared for such disputes before. Lay down the terms and conditions of disputes that may arise during the agreement. Also, you should mention the process by which the disputes will be resolved. Mediation followed by non-binding or binding arbitration, or litigation is some of the options you can go by.Step 7: Termination Clausejust like any other agreement, joint ventures have a starting and an end. State the circumstances under which the agreement may officially come to an end, like creating a new business, wanting to quit the venture or the event of a breach.

When the stronger party exists, the smaller parties are always looking for ways to exit. That is why you need to clear out the events of the termination procedure beforehand.6. Real Estate Joint Venture Agreement Templaterincanada.comDetailsFile FormatSize: 82.0 KBDownload NowWhen you enter a joint venture, you must keep in mind that the relationship might affect your business as it operates. To avoid any negative impacts, make sure you have control over the joint venture. Create and add your desired conditions in the joint printable agreement with the help of this Real Estate Joint Venture Agreement Template which is accessible to you in your favorite file. Making your life and business simpler, you can easily prevent any mishaps for the future.7. Printable Joint Venture Agreement in DOCseon.coDetailsFile FormatSize: 18.6 KBDownload NowBefore you decide to enter into a joint venture, you need to make sure that you are making the right decision. To make an informed decision, you should lay out the essential provisions in the purchase agreement, so that you can prevent making any mistakes. Get this compatible Printable Joint Venture Agreement in DOC on your device immediately and enjoy the perks of getting completed agreements within a snap!More in Agreements