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RUPEES

भारत

INDIA



Jagyneshwar Acharya
Notary, Govt of India
Odisha, BBSR, Dist. Khurda
Regd. No.-77912009
Mob:- 9861006174

20-8-2021



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50AA 136616

बिमला केडिया

Kamdhenu Promoters

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this the 20th Day of **OCTOBER**, Two Thousand Twenty [2020]

BETWEEN

SMT. BIMALA KEDIA ,[AADHAAR ID No. 4926 6584 0526], [Pan No.AFQPK3890R] aged about 59 years, W/o:- Late Jagdish Prasad Kedia, by caste - Marwari, by profession - Business, Residing at Plot No-334 , Laxmi Sagar, Po:- Laxmi Sagar, P.S:- Laxmi Sagar , Dist: Khurda, Pin:- 751006, Odisha hereinafter referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest, nominees and permitted assigns) of the **ONE PART**

W1 - Chitta Ranjan Koiri

W2 - Mokha Prasadhan



KAMDHENU PROMOTERS
Kamdhenu Promoters
MANAGING PARTNER

बिमला केडिया

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Vijay

DISTRICT TREASURY
KHURDA, BHUBANESWAR
14 JUL 2010
ADPL. TRFD. SUBSRY. OFFICE

KAMDHENU PROMOTERS
Munty Mali
MANAGING PARTNER

R.C. SAHOO
STAMP VENDER
BHUBANESWAR

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this the 20th Day of
OCTOBER, Two Thousand Twenty [2020]

BETWEEN

ONE, BIMALA KEDIA (AADHAAR ID No. 4926 5284 0261), [Pan
No. [XXXXXXXXXX] aged about 59 years, W/o: Late Jagdish Prasad Kedia,
Married, by profession - Business, Residing at Plot No-334,
Laxmi Nagar, P.O: Laxmi Nagar, P.S: Khanda, Dist: Khurda, Pin-
751002, Odisha hereinafter referred to as the "OWNER" (which expression
and names excluded by or referent to the context be deemed to include
his heirs, successors-in-interest, nominees and permitted assigns) of

M1 - Chitra Kanta Ray
M2 - [Name]



REKHTIYA DIGITALAM
KAMDHENU PROMOTERS

20-8-2018
Jagjyeeswar Acharya
Notary, (Govt. Of India)
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2000
Mob:-9861009774

AND

KAMADHENU PROMOTERS., a Partnership firm registered under firm Act, bearing No.18201800134/2018 PAN: AASFK7003R, situated at Plot No. 111/1978, First Floor, Khandagiri, Bhubaneswar, Dist: Khurda, Odisha represented through its Managing Partner **SRI BUNTY MODI**, aged about 40 years, S/o: Late Basudev Modi, By Caste: Marwari, By Profession: Business, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, successors-in-interest, nominees and permitted assigns) of the OTHER PART :

WHEREAS the owner is the sole and absolute owner of ALL THAT the piece and parcel of Land measuring an area of about Area **Ac.0.203** Decimals comprised in Stitiban Plot No. 349/575, under Khata No.101/73, corresponding to Mutation **Khata No.101/472** , Stitiban Mutation **Plot No-349/575/841** ,Kissam:- Gharabari lying and situated at Mouza- **Goradharama Sagar**-, Police Station - Jatni P.S No 34, Tahasil - Jatni, District - Khurda, , vide Regd. Sale Deed I.D. No.1121800542 and Document No.11121800534, dated 06.02.2018 registered in the office of Sub-Registrar, Jatni and have got the said property mutated/recorded in my name in the Govt. Records (Tahasildar, Jatni) vide Mutation Case No.1454/18 and obtained 'PATTA' (Record of Rights) thereof and I have also converted the said property from agricultural status to residential (homestead) status vide O.L.R. U/s. 8 (A) Case No.993/18 , and I am in peaceful possession over the same without any dispute. And where as the said property is earmarked for the purpose of building a(Residential) project and the said project shall be known as **"KRISHNA AVENUE"**

W1 - Chitra Rautan Kar.
W2 - Maxhan Pradhan



KAMDHENU PROMOTERS

Bunty Modi

MANAGING PARTNER

X *निमला केडिया*

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khorda

20.8.2017

Regd. No. 7794/2009
Dist-Khorda
BBSR, Odisha
Pin- 751005

AND WHEREAS the owner has had the said property purely as residential (homestead) land and has obtained "PATTA" (Record of Rights) of the property and paying Land Revenue & Holding Tax, & Etc and obtains receipts regularly.

AND WHEREAS the developer is carrying on business of construction and development of properties and has sufficient infrastructure for the purpose.

AND WHEREAS the owner being desirous of developing the said property have appointed the Developer for undertaking the development of the said property and constructing such multi-storied building or buildings (Residential) thereon as sanctioned by the Bhubaneswar Development Authority (BDA) and other appropriate authorities for the consideration and on the terms and conditions as hereinafter contained.

AND WHEREAS the owner has further represented and have agreed and assured the Developer as follows:-

- a) That the owner has a marketable title in respect of the said property.
- b) The owner is the full and absolute owner of the said property with all title, interest, rights and benefits comprised in the said property and has the full right and absolute power and authority to deal with all title, interest, rights and benefits comprising the said property which is fit for the purpose of exploitation by granting development rights.
- c) That the owner is in vacant, peaceful possession of the entirety of the said property.
- d) There is no legal bar or impediment in the Owner causing the said property to be developed through the Developer.

W1 - Chitra Ranjan Koiri
W2 - Mahan Prakashan



KAMDHENU PROMOTERS
Munib. Mahi
MANAGING PARTNER

X विमला कौंड्य

Jaygyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-779112009
Mob:- 9861006174

[Handwritten signature]
10/8/17

- e) That the said property is not subject to any attachment under the Public Demands Recovery Act or under any other law for the time being in force.
- f) That the owner have not entered into any Joint Development Agreement or sale in respect of the said property or any part thereof.

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. The owner hereby authorize the developer and the developer hereby agrees and undertakes to develop the said property being ALL THAT the piece and parcel of Land measuring an Area Ac.0.203 Decimals comprised in Stitiban Plot No. 349/575, under Khata No.101/73, corresponding to mutation Khata No.101/472 , Stitiban Mutation Plot No-349/575/841 ,Kissam:- Gharabari lying and situated at Mouza- Goradharama Sagar-, Police Station - Jatni P.S No 34, Tahasil - Jatni, District - Khurda, and construct such multi-storied building or buildings (Residential) thereon as sanctioned by the BDA and other appropriate authorities.
2. The developer shall have the sole responsibility to get the sanction building plan from the BDA at his own cost and expenses whatsoever in nature and under any circumstances the Owner shall have no responsibility or liability for getting the sanction from the BDA.
3. The developer at its own cost shall appoint Architect, Surveyors or Consultants relating to the sanction of the building plan.

W1 - Chitta Ranjan Kar
W2 - Mahan Pradhan



4. The developer at its own cost shall make soil test, drainage, water connection, electricity connections and all other cost relating to the development/construction of the project on the said property in all respect.

KAMDHENU PROMOTERS
[Handwritten signature]
MANAGING PARTNER 4

X *[Handwritten signature]*

5. **NET AREA SHARING ARRANGEMENTS**

- a) In consideration of the developer agreeing to develop, construct, complete and implement the project and meet all expenses/cost incurred in connection therewith the owner and the developer mutually agrees to share the Area to be constructed (Residential) in the Ratio of **Developer 75 % (Seventy Five percent)** and **Owner 25 % (Twenty Five percent)**
- b) If it is found that there is any variation in the area of the owner and developer's allocation due to unavoidable reasons then under this circumstances, it is hereby agreed by and between the parties that either party will have the option to sell and/or purchase from the other party the floor areas exceeding their respective area at the rate to be mutually agreed upon.
- c) It is agreed between the parties that the owner's and developers allocation will be mutually allocated and marked in the plan after getting sanction plan from the BDA. The allocation of owner's share and the Developers share will be divided in all constructed floors as per their sharing ratio i.e (**Owner 25% & Developer 75%**) in a zigzag manner of (Residential) spaces as per mutual discussion.
6. The developer shall construct and/or cause to be constructed multi-storied building or buildings (Residential) at the said property in accordance with the said sanctioned plan and shall provide all internal and external services, amenities, fixtures and fittings as per the Specifications mentioned in the SECOND SCHEDULE hereunder at its own cost and within the time and in the manner as hereinafter contained.

The developer undertakes and is under the obligation to launch commencement construction of the project after getting the BDA & ORERA approvals.



KAMDHENU PROMOTERS

Munty Mohi

MANAGING PARTNER

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W1 - Chitta Ranjan Koiri

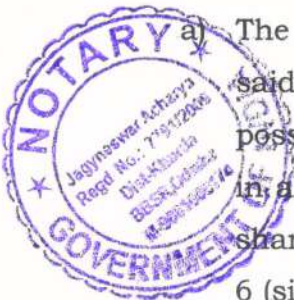
W2 - Mahan Pradhan

20.10.2014

8. Simultaneously with the execution of this Joint Development Agreement the Owner shall : -
- Execute and register in favour of the developer and/or its nominee or nominees a General Power of Attorney as may be required by the developer for the purpose of (a) Holding and maintaining the possession of the said property,
 - To appoint Architects, Contractors and other consultants,
 - To further make Plan/Plans and sign for sanction from the appropriate authorities,
 - Construction of the proposed new building,
 - To apply for and obtain temporary and permanent connection of water, electricity power, gas, telephone, drainage, sewerage supply etc., to the said building and other inputs and facilities required for the construction and enjoyment of the said building.
 - For implementation of the scheme including the authority and power to sign execute and register the agreement for sale, transfer, deeds, conveyance and other documents as may be required by the developer for sale of the developer's allocation to its nominee or nominees further together with right to receive and realize all such advances earnest moneys and other payments from the said nominee and nominees of the developer, the said Power of Attorney shall remain irrevocable until completion of the said new building or buildings.

9. Developer Obligation /Responsibilities :-

- a) The developer undertakes to take all measures for protecting the said property and at their own cost and expenses from the date of possession. The developer at its own cost shall complete the project in all respects as per applicable laws and handover owners agreed share of area within **36 (Thirty Six)** months with a grace period of 6 (six) months from the date of **BDA & ORERA** approvals.



KAMDHENU PROMOTERS
Purnali Moha
MANAGING PARTNER

6

X निरला केडिया

W1 - Chitra Routan Kar
W2 - Mahan Prachan

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda

Regd. No.-779112689

Mod. No. 100/100/100

20.8.2011

b) If the developer fails to complete the project within the stipulated time as mentioned herein above (subject to force majeure i.e. any act of god, riot, arson, flood, tempest) then the developer shall pay the rent to the owner over the above 90% fixed share of his share of 25% as per the market value up to the completion of the project.

10. The developer undertakes to get the project Registered with ORERA at its own costs and expenses without making any delay and the developer shall stick to the Agreement & Etc.

11. The developer undertakes and is solely responsible to form association/maintenance company for the upkeep of the project within the pleasures of the owner.

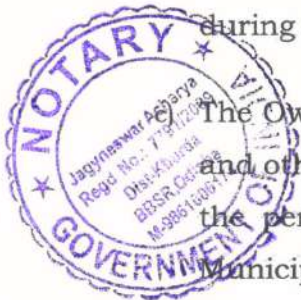
12. The developer shall be responsible and liable for all Contractors, Architects, Consultants, Technicians, Engineers, persons (including its own employee) engaged for purpose of carrying out the development of the project and shall be liable for payment for their bills, dues salaries, fees etc.

13. **OWNER OBLIGATION/RESPONSIBILITIES :-**

a) The owner undertakes to pay all property taxes upto October 2020. The owner undertakes declare and confirms that no statutory clearances was pending from any statutory authority till October 2020

b) The owner undertakes not to create any hindrance to the developer during construction of the project.

The Owner shall pay the Municipal rates and taxes, mutation fees and other outgoings whatsoever pertaining to the said property for the period up to the date of this agreement and thereafter all Municipal rates and taxes and other outgoings for the subsequent



KAMDHENU PROMOTERS
Purnaj Mahi
MANAGING PARTNER

X *बिपिन, सेठिया*

w1 - Chitta Bangaru Road
w2 - Mahan Road

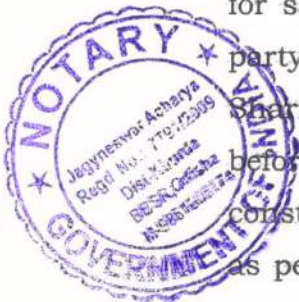
29.8.2017

period shall be payable by the Developer till handover of the possession of the Owner's allocation , after completing the project in all respects and after that Owner's will pay only taxes of his allocated share only in case the Developer fails to pay such rates and taxes and at the time of handing over the Owner's allocation being completed in all manner.

- d) In consideration of the Developer constructing apartment building over the said property and allocating the Owner's allocation therein, the Owner shall sign and execute such deeds, documents or writings as may be required by the Developer and if necessary the Developer shall join and become a confirming party to the Deeds of conveyance or other documents or writings as may be executed by the Owner in favour of the Developer or its nominee or nominees and/ or the purchasers of the flats, car parking spaces and salable built up areas of the said property, for the purpose of transferring, conveying and confirming to transfer of the Developer's allocation in the apartment building over the said property and perfect the title of the Developer and /or its nominee or nominees and/ or to purchasers of the flats, car parking spaces and salable built up areas of the said apartment building excluding the Owner's Allocation of 25% (Twenty Five) of super built up area together with proportionate undivided impartible, right, title and interest in the Land and car parking space.

14. The owner and the developer shall be entitled to enter into agreement for sale of Residential areas with the erstwhile any purchaser/third party falling within their respective area as mentioned in the Net Area Sharing Arrangements during any stage of ongoing construction before completion if they so desire and that after completion of the construction of the building in all respect as per the 2nd schedule and as per plan approved by the BDA , the developer shall handover the

w/ - Chitta Ranjan Kous
w/2 - Nandan Pradhan



KAMDHENU PROMOTERS
Munli Mohi
MANAGING PARTNER

X निमला जोडिय

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No. 17/2009
Mob:- 9861006174

owner share area mentioning the number of flats to the owner with car park space and after handing over process is completed the owner and the developer shall be entitled to do the registration of Saledeed /Transfer the dwelling units(Flats) to the intending purchaser falling within their respective share area.

15. As from the date of service of notice of possession to the Owner and/or its nominee or nominees in occupation of Owner's allocation or portion thereof, the nominee or nominees in occupation of Owner's allocation shall be responsible to pay and shall forthwith pay on demand to the Developer the proportionate service charges for the maintenance and common facilities in the said charges payable in respect of the Owner's allocation the said charges to include proportionate share of premium for the insurance of the building, water, fire and servicing charges and taxes, light sanitary and maintenance, operation, repair and renewal charges, bill collection charges and management of the common facilities, renovation, replacement, repair and renewal of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformers, generators, pump, motors lift and other electrical and mechanical installations, appliances and equipment, stairways, corridors passage ways, park-ways and other common facilities whatsoever as be mutually agreed upon between the parties hereto from time to time provided that if additional insurance premium is required to be paid for the insurance of the apartment building by virtue of any particular usage and/or in the accommodation within the Owner's allocation or any part thereof any additional maintenance or repair is required by virtue thereof the Owner and/or the persons in occupation of Owner's allocation shall be exclusively liable to pay and the additional premium and /or maintenance and/or repair charges as the case may be after completion in all respects.



KAMDHENU PROMOTERS
Prunly Mahi
MANAGING PARTNER

X निमला केडिय

w1 - Chitta Ranjan Kar

w2 - Mathan Pradhan

Jagyneshwar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2023
20.10.2021

16. The Owner and the Developer shall punctually and regularly pay their respective portions of the rates and taxes to the concerned authorities and the maintenance charges etc. as mutually agreed upon between the Owner and the Developer as hereinabove and both the parties shall keep each other indemnified against all claims, actions, demand, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by either party as the case may be consequent upon default by the Owner or the Developer in this behalf.

17. The owner and the developer mutually agrees that prevailing GST laws will be followed by them if any and if there is any change in the provisions of statutory taxes like GST etc. in the future then the same shall be implemented with immediate effect.

18. The developer shall bear all costs, expenses towards stamp duty and all other costs if any for the Registration of this Agreement and Power of Attorney.

19. All disputes and differences between the Parties hereto arising out of this Joint Development Agreement regarding the development or interpretation of any of the terms and conditions herein contained or determination of any liability or touching these presents shall be mutually settled and both the Parties shall agree hereto and if not settled mutually, the aggrieved party shall take shelter in the court of law.

THE FIRST SCHEDULE ABOVE REFERRED TO (said property)

ALL THAT the piece and parcel of Land measuring an Area Ac.0.203 Decimals comprised in Stitiban Plot No. 349/575, under Khata No.101/73, corresponding to mutation Khata No.101/472, Stitiban Mutation Plot No-349/575/841, Kissam:- Gharabari lying and situated at Mouza- Goradharama Sagar-, Police Station - Jatni P.S No 34, Tahasil - Jatni, District - Khurda, butted and bounded in the manner following:-

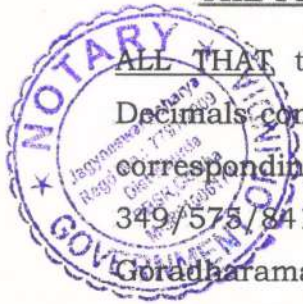
KAMDHENU PROMOTERS

Munib Mahi

MANAGING PARTNER

X निमला केडिया

w1 - Chitta panta tax
w2 - Mahan Pradhan



Jagyneshwar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khorda
Regd. No.-77912009
Mob:- 9861096174

- ON THE NORTH : Municipality Road
ON THE SOUTH : Babita Mangaraj & Plot No.349/575(Part)
ON THE EAST : Road & Part of Plot No.349/575
ON THE WEST : PLOT NO:- 348

THE SECOND SCHEDULE ABOVE REFERRED TO
(Specifications)

1. STRUCTURE & CORE HOUSE

Foundation with R.C.C. Column Wall with Fly Ash Bricks and Plastering on Wall.

2. CEMENT

ACC, Ultratech, Lafarge, Konark, Birla Gold, Ramco, Jindal, Rasi Gold, Konark, etc. (as per availability).

3. STEEL

SCAN , MSP , SMC , Reliable, Kamdhenu, etc. (as per availability).

4. FLOORING

Entire Vitrified Tiles with 4" Skirting.

5. KITCHEN

Tiles Flooring and Granite Platform with Stainless Steel Sink. Glazed Wall Tiles upto 24" height over the Platform. Electricals Points for all the Kitchen Appliances with Exhaust Fan and Geyser Points.

DOORS

Main Door shall be of well Designed Flush Doors with Brass Fittings, Inside Door shall be of Decorative Flush Door.

WINDOWS

Aluminum Powder Coated Windows with Glass and Grill.

KAMDHENU PROMOTERS

Manoj Mohi

MANAGING PARTNER

11

X *बिपला मिश्रा*

w1 - Chitta Runtan bar
w2 - Markan Pradhan



20.8.2011

8. LIGHTING

Concealed Wiring Network of Finolex, Anchor, Polycab or Havells make and Electrical Modular Fittings/Switches of Legrand, Anchor, Havells or Equivalent.

9. TOILETS

Premium quality Antiskid Floor Tiles, Wall Tiles upto 7' 0" height from Floor. Ceramic ware of Hindware, Jaquar or Parryware and C.P. Fittings of Hindware, Jaquar or Parryware along with Geyser points in all Toilets.

10. PAINTS

Apex Weather Coat for Exteriors and 2 (Two) Coat of Putty over 1 (One) Coat of Primer for Interiors.

11. OTHERS

- i. Boundary Wall will be 6' Height.
- ii. Anti Termite Treatment in the Plinth Area.
- iii. Inter-com Facility.
- iv. 1 (One) Washing Machine Point.
- v. 1 (One) Pedestal Wash Basin in Drawing and Dining.
- vi. 1 (One) Community Hall.
- vii. 1 (One) Common Toilet.
- viii. 1 (One) Electrical Room.
- ix. 1 (One) Security Room.
- x. Concealed T.V. and Telephone Point in Drawing Room.
- xi. Power Back-up for Common Areas.

W1 - Chitta Penthon Pass

W2 - Makhon Penthon



KAMDHENU PROMOTERS
Munish Mohan
MANAGING PARTNER

X निमल मेहता

Jagyneswar Acharya
Notary, Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174

- xii. Elevators as per plan.
- xiii. Deep Bore Well with Submersible Pump.

IN WITNESS WHEREOF the parties hereto and have hereunto put their respective hands and seals on the day month and year first above written.

SIGNED SEALED & DELIVERED

by the OWNER

in the presence of :

1. X निमल कौशिक

- 1. Chitta Panjan Das
S/o Abhaya Kumar Das
Behandasi,
Bhubaneswar.
- 2. Makhan Pradhan
S/o Jagannath Pradhan
Hasimpur, Brahmajiri
Puri

SIGNED SEALED & DELIVERED

by the DEVELOPER

in the presence of :

1. KAMDHENU PROMOTERS
Munish Moh.
MANAGING PARTNER

- 1. Chitta Panjan Das
S/o - Abhaya Kumar Das
Behandasi,
Bhubaneswar.
- 2. Makhan Pradhan
S/o - Jagannath Pradhan
Hasimpur, Brahmajiri
Puri

Executed in
Presence of Witness

Jagyneswar Acharya
20-8-2011

Drafted & Typed by me.

IDENTIFIED BY ME

ADVOCATE, BBSR



Jagyneswar Acharya
Notary, Govt. Of India
Odisha, BBSR, Dist-Khurda
Regd. No.-7791/2009
Mob:- 9861006174