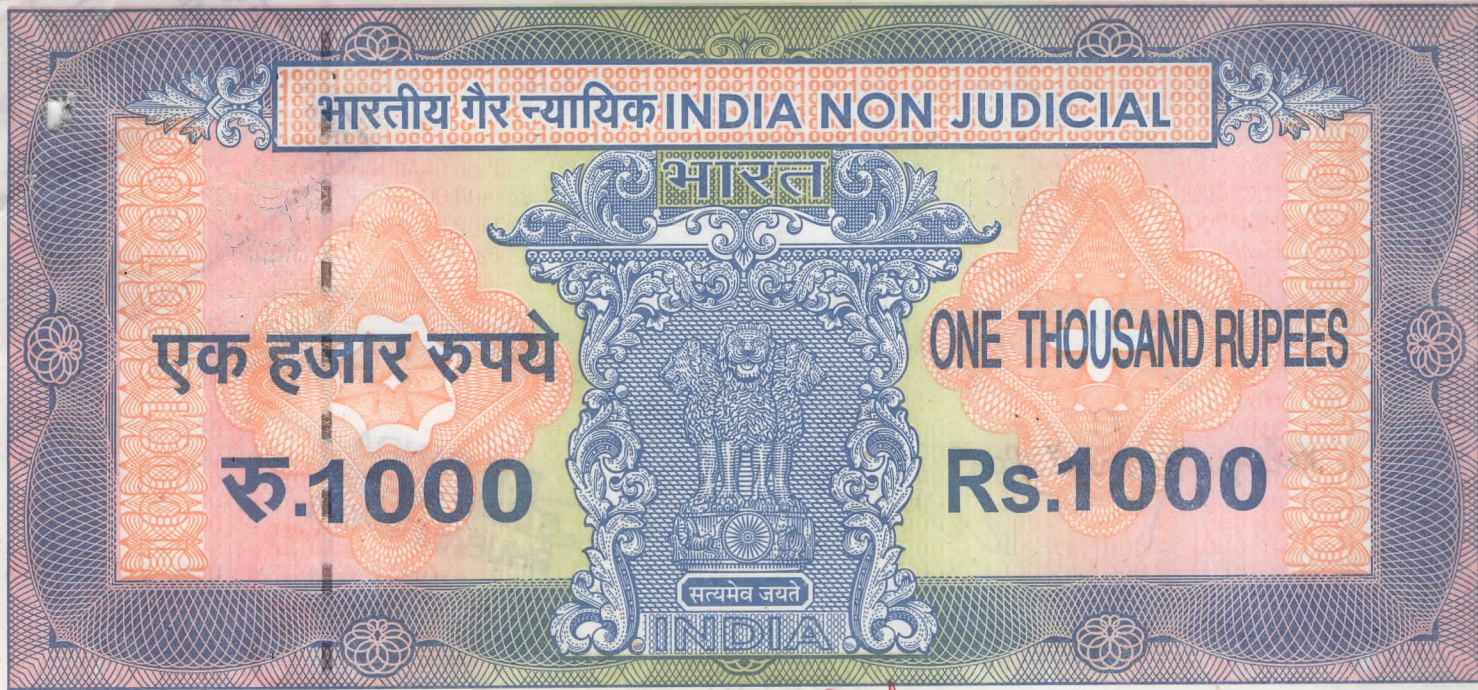


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Collaboration agreement between the land owner and builder /developer for construction of multi-stored apartment (s) for residential /commercial accommodation over the land as delineated in the schedule

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168721

- 1) Bakuli charan peethi kan
- 2) Bidoy n paji
- Rajesh Peethi naki

Evos Buildcon Pvt. Ltd.
Kalehga Keshare
Managing Director

2144

24.12.2021

Kalya Keshari Das

Handwritten signature



B.K. PANDA
STAMP VENDER
BHUBANESWAR

ଅନୁପ୍ରାପ୍ତ ହୋଇଥିବା ପତ୍ର

A Commission is hereby issued U/s 33, Sub Section (3) Sub Section (2) of Registration Act 1908 (XVI) of 1908 to Jagannath Naik for the Purpose of inquiring whether this document has been executed by Swaraj Padhihari @ Samal



VTI-1999

ଅନୁପ୍ରାପ୍ତ ହୋଇଥିବା ପତ୍ର

whom it Purports to have been executed by B.B.C.R

Registering Officer

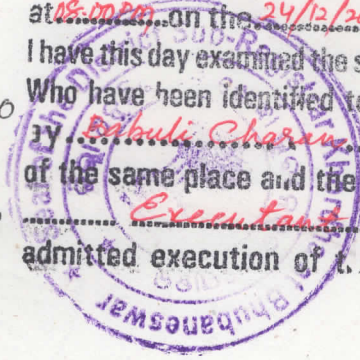
Kalinga Keshari Rath



VTI-2000

Kalya Keshari Das

Having Visited the Residence of Swaraj Padhihari @ Samal at 18.00 PM on the 24/12/2021 at Plot No-11/76, Baramunda I have this day examined the said Executive Housing Board colony Baramunda, B.B.C.R Who have been identified to my satisfaction by Babuli Charan Padhihari of the same place and the said Executive admitted execution of this document.



VTI-2001

Babuli Charan Padhihari

From the above report I am satisfied that this document has been executed by Swaraj Padhihari @ Samal Kalinga Keshari Rath and I accordingly admit it to registration

Registering Office

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Ad
24/12/21



ସ୍ୱରାଜ ପଦ୍ମହରି ପାଣିଗ୍ରାହୀ

Kalinga Kishore Patra

COLLABORATION AGREEMENT BETWEEN THE LAND OWNER AND BUILDER/DEVELOPER FOR CONSTRUCTION OF MULTI-STORIED APARTMENT(S) FOR RESIDENTIAL / COMMERCIAL ACCOMMODATION OVER THE LAND AS DELINEATED IN THE SCHEDULE.

This Memorandum of Agreement made on this the 24th day of December, 2021 at Bhubaneswar.

BETWEEN

Sri Swaraj Padhihari@Samal, aged about 67, S/o- Late Balu Padhihari, By Caste: Khandayat, By Profession: Retd. Govt. Servant, Aadhar 5697 7723 3410, PAN:EXLPS2317Q, Contact No:, permanent resident of Vill./Po.-Raghunathpur, P.S.: Nandankanan, Bhubaneswar, Dist.-Khurda, Odisha, hereinafter called the **1st PARTY**(which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, representatives and assignees) of the **"ONE PART"**.

Evos Buildcon Pvt. Ltd.
Kalinga Kishore Patra
Managing Director

ସ୍ୱରାଜ ପଦ୍ମହରି ପାଣିଗ୍ରାହୀ

w1 - Babuli Chamon padhihari

w2 - Birendra Kumar
Rajesh Padhihari

ଅନୁମୋଦିତ
କଟକ ସରକାରଙ୍କ ଦ୍ଵାରା
୧୯୫୫

୧୯୫୫

COOPERATION AGREEMENT BETWEEN THE LAND OWNER
AND BUILDER/DEVELOPER FOR CONSTRUCTION OF MULTI-
STORIED APARTMENTS FOR RESIDENTIAL / COMMERCIAL
ACCOMMODATION OVER THE LAND AS DELINEATED IN THE
SCHEDULE.



The Memorandum of Agreement is as follows:-

1. The land situated at ...
2. The land is to be used for ...
3. The land is to be developed ...
4. The land is to be ...

Page 1 of 12

Signature of ...
Date ...

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AND

M/S EVOS Buildcon Pvt.Ltd., a company registered under the Companies Act,1956 Vide CIN : U70101OR2010PTC012674 (PAN-AACCE5477G).having its office at Plot No:- M/76, Baramunda Housing Board Colony, Baramunda, P.S.- Khandagiri, Bhubaneswar, Dist.- Khurda,Odisha, presented through its Managing Director **SRI KALINGA KESHARI RATH**, aged about 37 years, S/o – Late Kailash Chandra Rath, Permanent resident of Flat No.-202, “Olive Enclave”, G.A Plot No.-11, chandrasekharpur, Bhubaneswar, Odisha by Caste – Brahmin, by Profession – Business, Hereinafter called and referred to as **the Builder/Developer/SECOND PARTY** (which expression shall unless be excluded-by or repugnant to the subject or context shall mean and include their legal heirs, successors, executors, representatives, and assignees of the party of **the SECOND PART**)

WHEREAS, the property, situated at Mouza-Raghnunathpur, Police Station: New Capital (now Nandankanan), Police Station No.14, , Tahasil-Bhubaneswar, Tahasil No:-263, District-Khordha(Odisha); within the jurisdiction of Bhubaneswar Development Authority (BDA), Bhubaneswar Municipal Corporation (BMC) and District Sub-Registrar (DSR), Khordha at Bhubaneswar, more carefully described in the schedule below, stands recorded in the name of First Party.

AND WHEREAS, the First Party is the owner of the below mentioned schedule of property by way of purchasing it from its rightful owner and peacefully possess the same without any dispute and also paying rent to the government and obtained rent receipts up-to-date.

AND WHEREAS, the First Party member hereby declare that the said property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the First Party member is in peaceful possession over the said property having all rights, titles and interests etc.

Page 2 of 15

W1 - Babuli chunna padhani

W2 - Bitoy u Rajni
Ryesh padhani

Handwritten signature of Kalinga Keshari Rath

Evos Buildcon Pvt. Ltd.
Kalinga Keshari Rath
Managing Director

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, KHURDA(BBSR)

Book Number : 1 || Volume Number : 346

Document Number : 11082116027

For the year : 2021

Seal :

Date: 29/12/2021

Signature of Registering officer



ଓଡ଼ିଶା ସରକାର
ଖୁର୍ଦା ଜିଲ୍ଲା
ଡି.ସି.ଆର୍.ଓ. କାର୍ଯ୍ୟାଳୟ
ଖୁର୍ଦା

AND WHEREAS, the land owner has been nourishing and desire to raise a high rise multistoried residential building of both commercial and residential unit over the said land in accordance with the plan is to be sanctioned by BDA/BMC and accordingly a scheme has been framed by the land owner and he has given offer to the party of the **2nd Part**, who are engaged in developing building complex comprising of independent units. The developer has agreed to develop the complex entirely at their last and several terms and conditions have been mutually agreed upon by and between the parties in order to avoid any future complication, the terms, so agreed upon are reduced to writing and enumerated in this agreement.

1. By virtue of the recitals herein contained the owner is competent and absolutely seized and possessed of all that piece and parcel of compact land described in schedule given herein after and the owner has valid right and possession over the said land(s) and no other person has any semblance of interest over the said land.
2. The promoter/developer shall construct build and erect the said building over the said property strictly in accordance with the said plan(s) is to be sanctioned/approved by the BDA/BMC/ORERA and shall deal with various portions of the said building on the terms and conditions hereinafter contained.
3. The Developer/Promoter shall construct the building according to the plan(s) and permission accorded and shall not construct any illegal or unauthorized area or unit or units. The responsibility with regards to the quality and standard of construction of the aforesaid building complex would be exclusively that of the development/promoter, but it shall not below standard specification as specified.

w1 - Babuli Channu padbhani
w2 - Bitoy K. Pajhi
Rajesh padbhani

Evos Buildcon Pvt. Ltd.
Katerga Keshari Pajhi
Managing Director

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

ARTICLE-1 : DEFINITION

Unless in these presents here is something is in the subject or context inconsistent therewith.

- i. Property shall mean the entire land as described in the schedule appended hereto.
- ii. Building shall mean the building to be constructed/erected over the said property as per BDA/BMC approved plan.
- iii. Owner shall include each of their successors, heirs, legal representatives and assignees.
- iv. Developer/Promoter shall include its Directors, successors in office, executors, administrators and assignees.
- v. Common facilities shall mean and include corridors, common passage, stair case-cum-landings, equipment's and accessories provided for in the building, lift, generator, motor pumps, electrical installations etc. and other facilities required whatsoever for maintenance and/or management of the said building and enjoyment of various portions of the said building, which exclude the front side vacant space left for the promoter for their own use and for enjoyment according to their choice and desire.
- vi. Building plan shall mean the plan to be sanctioned and approved by the BDA/BMC/ ORERA and/or such other revised plan or plans with such modification or alteration which may be made thereto from time to time with the approval of competent authority/authorities for the purpose of constructing the building(s).

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Evos Buildcon Pvt. Ltd.
Kalanga Kishore Puri
Managing Director

W1 - Babsuli channu padhuan

*W2 - Bitoy - Panki
Rajesh padhuan*

NOW THIS AGREEMENT WITNESSETH AND IS MADE EFFECTIVE BY

and between the parties herein as follows:

ARTICLE I. DEFINITIONS

Unless to these provisions here is something to the contrary of

expressly herein provided:

1. The word "shall" shall mean the entire land as described in the

instrument appended hereto.

2. The word "shall" shall mean the building to be constructed thereon

and the said property as per the said instrument appended hereto.

3. The word "shall" shall mean the building to be constructed thereon



- vii. Units shall mean a portion of the floor space comprising of the residential complex capable of being exclusively occupied and enjoyed.
- viii. "Proposed building" shall mean and include the buildings to be constructed and the land appurtenant thereto and all passages, the parking space, amenities provided thereto etc.

ARTICLE-2 COMMENCEMENT

This agreement shall commence only after the date of sanction of the plan, which shall be within **1 (one) year** from execution of this agreement.

ARTICLE-3 CONSTRUCTION

1. That, the Builder/Developer agree to develop the said property at their own risk, cost and expenses and with their own resources in accordance with the plans. The land owner agrees, in accordance with this agreement, to place at the complete disposal of the builders, the physical and actual vacant possession of the said property and to irrevocably vest upon the builders the unfettered right to prepare and submit building plans before the authorities and obtain requisite permission, sanction and approvals for development, construction and completion of the proposed project with the signing of this agreement.
2. That, the building plan will be in accordance with the rules and regulations laid down by BDA/BMC/ ORERA. The buildings shall be of first class construction based on the specification conforming to ISI of Civil engineering practice as per drawing.
4. That, the builder at their own risk, costs and expenses shall apply to the BDA/BMC/ ORERA for the requisite clearance, permission to construct super structure of the said plot.

Handwritten signature and date: 21/01/2019

Evos Buildcon Pvt. Ltd.
Kalega Keshari Pals
Managing Director

w1 - Sabuli Chanan Pachhoni

w2 - Bitoy Pachhoni
Rajesh Pachhoni

Handed Over
Karnal Yashraj Gh
Easoo Bhattacharya B.A. LL.B.

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That shall mean a portion of the floor space consisting of
the residential complex capable of being exclusively occupied
and enjoyed.

ARTICLE 2 COVENANTS
This agreement shall commence only after the date of execution
of the plan, which shall be within 1 (one) year from execution of
this agreement.

ARTICLE 3 COVENANTS
1. That the Builder/Developer agree to develop the said property
in their own cost and expenses and with their own
resources in accordance with the plan. The land owner agrees
in accordance with this agreement, to place at the complete
disposal of the builder, the physical and actual vacant
portion of the said property and to unobstructedly vest upon the
builder the full and complete right to prepare and execute building
plans within the stipulated and lawful limits of the permission,
sanction and approval for development, construction and
occupation of the property, the signing of the
agreement.



2. That the building shall be constructed in accordance with the rules and
regulations laid down by the Government. The building
shall be of first class and shall be constructed in accordance
with the provisions of the Building Regulation Act, 1956 and
the rules made thereunder.

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5. That, it shall be the responsibility to the developer/promoter to submit pursue and follow up the plan to be sanctioned by the BDA/BMC/ ORERA.
 - i. All expenses/charges incurred in respect of approval/sanction or modification and/or alteration of the sanctioned plan and for any revised plan to be submitted for approval/sanction shall be account of developer/promoter.
 - ii. The requisite fees for sanction of the plan(s) shall be borne by the Developer/Promoter.
 - iii. To expedite sanction of such plan or plans shall be the responsibility of the Developer/Promoter.
6. The Developer/Promoter shall forthwith on obtaining the approval of plan from BDA/BMC/ ORERA start construction of the said property in a substantial and workman like manner in sanctioned by the BDA/BMC/ ORERA, including any amendment, modification or variation or alteration to the said plans and specification which may be made by the Developer/Promoter.
7. The said building over the said landed properties shall be constructed under the direct control, supervision, guidance and liability of the Developer/Promoter and/or their agents.
8. The Developer/Promoter shall comply with the requirements and requisition of the BDA/BMC/ ORERA or/and other local authority as the case may be relating to the construction of the

* 20/11/2019

Evos Buildcon Pvt. Ltd.
 Kalyan Kulkarni
 Managing Director

W1 - Mahuli chaman panchani
 W2 - Bitoy w Panchani
 Rajesh panchani

103

2. That it shall be the responsibility of the developer/promoter to
submit plans and follow up the plan to be sanctioned by the
BOA/BMC/CERA

3. The developer/promoter shall be responsible in respect of
any variation or modification and/or alteration of the
sanctioned plan and for any revised plan to be submitted for
approval/sanction shall be account of developer/promoter.

4. The developer/promoter shall be liable for the cost of the plan to be
of the Developer/Promoter.

5. To expedite sanction of such plan to plan shall be the
responsibility of the Developer/Promoter.

6. The Developer/Promoter shall further on obtaining the
approval of plan from BOA/BMC/CERA start construction of
the said project in a substantial and expeditious manner in
accordance to the BOA/BMC/CERA including any
interim/intermediate or variation or alteration to the said
plan and specification to be made by the
Developer/Promoter.

7. The said building shall be
constructed under the
supervision of the Developer/Promoter.

8. The Developer/Promoter shall be liable for the
provision of the BOA/BMC/CERA and other local
authority as there may be relating to the construction of the
said project.

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E-Office Bhubaneswar

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said building on the said property and shall obtain necessary approval from the authorities concerned as and when required.

9. The Developer/Promoter shall make their best endeavors to complete/finish the said building in all respects so as to benefit for occupation/habitation within **48(Forty Eight)** months from the date of sanction of the building plan unless prevented by reasons beyond the control of the promoters, including force major conditions as acts of god, any notice or notification of the Govt. and/or restraint order issued by any court or public authority for stoppage of construction work etc.
10. In the event of BDA/BMC/ ~~ORERA~~ or other authorities concerned permitting any future vertical or horizontal extension or construction in the said building then in the event the same shall be divided and shared between the owner and the developer in the proportion of as applicable as per the ratio mentioned in this Development Agreement.
11. That, developer will prepare the building plan/plans and submit the same before BDA/BMC for necessary approval/sanction on the basis of power of attorney to be given by the first party/owner in the name of the developer **M/s EVOS Buildcon Pvt. Ltd** on receipt of the approval/sanction of the building plan within the time stipulated in Article-II(2) commencement clause, and the builder will start the construction work. Before submission of the building plan necessary orders from the revenue authorities should be obtained by converting the agricultural land to homestead land and the entire cost of the same shall be paid by the Developer. It is made very clear that within a maximum period of one(1) year only from the execution of this agreement the developer shall get the building plan approved after conversion of the land

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Evos Buildcon Pvt. Ltd.
Kalega Keshave
Managing Director

w1 - Babuli chavhanpachhu

w2 - Bitoy by Raju
Rajesh Pachhau

and building on the said property and shall obtain necessary
approval from the authorities concerned as and when required.

9. The Developer/Contractor shall make their best endeavor to
complete the said building in all respects to be in full
conformity with the provisions of the said Act and the rules thereunder
and shall be bound to obtain all necessary approvals from the
authorities concerned in this regard and shall be liable to pay the
fees and charges as may be levied thereon.

10. In the event of any dispute arising between the Developer and
the authorities concerned in this regard, the same shall be referred to
the competent authority for its resolution and the Developer shall
be bound to comply with the decision of such authority.

11. That the Developer shall be bound to obtain all necessary approvals
from the authorities concerned in this regard and shall be liable to pay
the fees and charges as may be levied thereon.



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Sri Sri Sri
Balaraj Mahapatra

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use by the revenue authorities and in no case the time for doing the above works shall be extended beyond one year.

12. That, the Promoter/Developer shall build and erect the said building over the property in question strictly in accordance with the approved plan only. The cost of the preparation and approval of the plan shall be borne by the developer only.
13. This agreement shall only commence or given effect to from the date of approval of the building plan by BDA/BMC and from the date or order by the revenue authorities under the OLR Act, whichever is later maximum within **1 (one) year** from the date of Execution of this agreement.
14. The entire exercise from approval as well as conversion of the land shall be done maximum within **(1) one year** from the execution of this agreement.

ARTICLE-4 OWNERS OBLIGATIONS

The owner hereby agrees and covenant with the developer/promoter as follows:-

- i. Not to cause any interference or hindrance in the construction of the said building complex over the said land by the developers/promoters unless the developers/promoters act in a manner violating the terms of this agreement sanctioned and approved plan of BDA/BMC/ORERA and standard specified by BIS.
- ii. Not to prevent the promoter/developer from negotiating with the intending purchasers of flats/units for assigning disposing or letting out any portion of the complex (**except 23000 sqft SBA, specified as allocation of the land owners**).
- iii. The Developer/Promoter has paid a nonrefundable amount of **Rs.10,00,000/- (Rupees Ten lakh) only** to the land owner.

Handwritten signature and date: 20/10/2019

Evos Buildcon Pvt. Ltd.
Kalesha Keshari Singh
Managing Director

w1 - Babuli Chandra Pachhoni
w2 - BITOY U Pajhi
Rajesh Pachhoni

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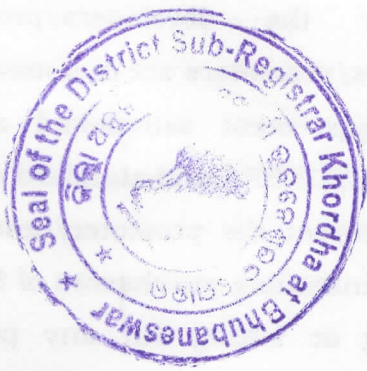
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ARTICLE 4 OWNERS OBLIGATIONS

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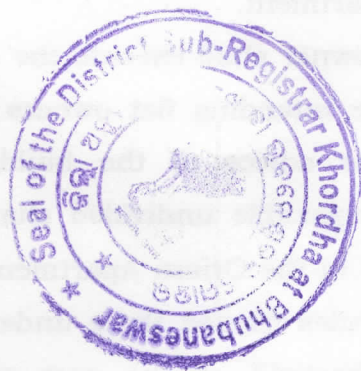
The Developer/Proposer has also paid a sum of
Rs.10,00,000/- (Ten Lakh only) to the land
owner at the time of execution of registered G.P. and also
agrees to pay the certain amount required to land
owner which shall be returned/adjusted against the
land owner's claim without any interest. The land owner
has hereby agreed to acknowledge the said payments
made by him.

That the land owner gives license and express
permission to the developer to erect upon the said
property and also have certain authority and
competency to construct, construct and complete the
development of the land in accordance with the
provisions granted. The said power is given the
power is granted and is not revocable without the
consent of the owner.

That the land owner shall at the request and cost of the
developer sign and execute papers, documents,
applications of approval of the relevant departments
and other documents.

That the developer shall be responsible for the
completion of the project in the proposed
proportions and in the period
1983 and the land owner shall be bound to
land because he has agreed to the conditions
imposed without demanding for any other money.
That the land owner declares that he is entitled to the

10/10/1983



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Sub-Registrar
Khordha
Bhubaneswar

any agreement with any other person in respect of the property and that he has not created any mortgage charge, encumbrances on the said property nor have done any act, deed or thing by reasons whereof the development of the said property may be affected in any manner.

ARTICLE-5 - DEVELOPERS/PROMOTERS OBLIGATION

- I. The project work shall be commenced w.e.f. the date of approval of the building plan by BDA/BMC and construction only after the date of approval of the building plan by the BDA/BMC subject to clause no-2 of the agreement i.e. commencement.
- II. To complete/finish the construction and erections of the said building within **(48) months** from the date of sanction of the building plan from the statutory authorities..
- III. Not to violate or contravene any statutory provisions, rules, regulations etc. applicable for construction of the said building complex.
- IV. Any labour or workmen engaged for the construction of the building by the developer/builder will be the employee of the developer/promoter. The land owner shall have to relationship of employers with the aforesaid employees and any amount that may be awarded under any agreement, labour dispute or proceeding under workmen's compensation Act or damage are the sole responsibility/liabilities of the developer/promoter and the owners shall not incur any liability, responsibilities for the same.

ARTICLE-6 - CONSIDERATION

- ix. That, the parties hereto above shall share the total units/built up area in the project building proportionate to their shares in respect of the floor space. The areas proportionate to their shares in respect of the floor space/parking space of the entire

20/01/2019

w1 - Mahesh chann padhani
w2 - Bitoy ~~per~~
Rajesh padhani

any agreement with any other person in respect of the property and that he has not created any mortgage charge encumbrance on the said property nor has done any act, deed or thing in respect thereof which is prejudicial to the said property nor be affected in any manner.

ARTICLE 10. THE ARCHITECT/ENGINEER'S OBLIGATION

The architect/engineer shall be empowered w.e.f. the date of approval of the building plan by the BUA/BMC and construction only after the date of approval of the building plan by the BUA/BMC subject to clause no-3 of the bye-law/act/ordinance.

To complete/finish the construction and provide of the said building within (6) months from the date of sanction of the building plan from the statutory authorities.

Not to violate or contravene any statutory provisions, rules, regulations and bye-laws for construction of the said building complex.

Any labour or workmen engaged for the construction of the building by the architect/engineer shall be the employee of the architect/engineer. The said labour shall have no relationship of employees with the architect/engineer and any amount that may be awarded under any law or provision of law in respect of proceeding under workers' compensation act, 1948 shall be the concern of the architect/engineer.



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The parties hereto shall ensure that the said laws/building plan in the project building conform to their shares in respect of the said work. The same proportions in their shares in respect of the floor space/plotting space of the entire

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project to be built on the said plot shall be allotted/assigned as per convenient of the developer on the ratio described above.

- x. That, the parties hereto i.e. the builder, the owner hereby mutually agree that in order to and for the purpose of process of proportionating the saleable areas in the allocated shares as per above among themselves. If the portion of such saleable are falling in the share of either of the parties is less than the agreed percentage of such party, then the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate at the time of distribution between the parties. It shall, however be open to the parties to arrive at such other manner mode of computation of the compensation payable in such situation by mutual agreement.
- xi. That, the owner and /or his representatives shall have the right to inspect the project during progress of the construction work.
- xii. That, in consideration of the terms hereby agreed upon the land owner, convey, assign and absolutely vest upon the developers/promoters the right of development/ construction on the said property and also their rights to enter into agreement to sell, transfer and assign of the constructed space/built up areas **(except land owners share of 23000 sqft SBA)** in the said building .
- xiii. That, the developers/promoters shall have the right to enter into agreement with intending owners of the unit to sell, transfer, charges, assign and let the construction/built up areas **(except the land owner's entitlement of flats)** and the land owner shall not raise any objection to such agreement to transfer/assignment or disposition. The land owner shall join in confirming parties at the request of the developers/promoters for execution of relevant documents. It is hereby agreed that,

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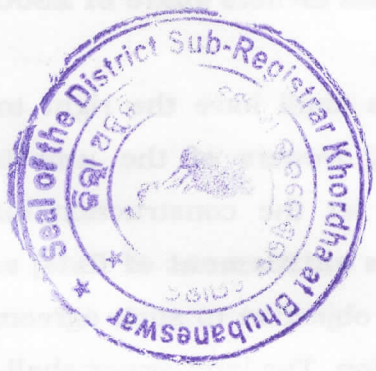
Evos Buildcon Pvt. Ltd.
Kalega Keshava Pagar
Managing Director

w1 - Babuli Chann Pachhoni
w2 - Bitoy In Pal
Rajesh Padmihari

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the developers/promoters shall have right to finalize and settle the terms and/or to dispose of the built up area/units in the proposed building at such cost the developers in their absolute discretion thinks proper.

- xiv. The owners hereby agree to execute necessary deeds of conveyance directly in favour of the intending parties as per the advice of the developers/promoters. However all liabilities including costs, charges and expenses in respect thereof shall be paid and discharged by the developers/promoters or the intending parties.
- xv. The developers/promoters shall be at liberty to appoint contractors, staffs, supervisors, managers, architects, engineers to carry out the construction works and the owners will not have any objection for the same at the developer's liability and risk.
- xvi. That, the developers/promoters shall have the right to receive from the intending flat owners any earnest money and/or booking amount and also the balance of costs of unit and to grant receipt(s) and execute such receipts as may be deemed necessary. The owners hereby agree to ratify and confirm all acts, the developers/promoters shall lawfully do and to execute and perform or cause to be executed and performed all such act or deeds in connection with the transfer of proportionate impartible share in the land or/and units in the said proposed building by virtue of this agreement on receipt of consideration amount.
- xvii. That, the land owner hereby agree to execute and sign necessary documents, letters, power of attorneys, which may be required for carrying out the construction of the proposed building and to render all help and assistance to the developers/promoters to facilitate the construction of the

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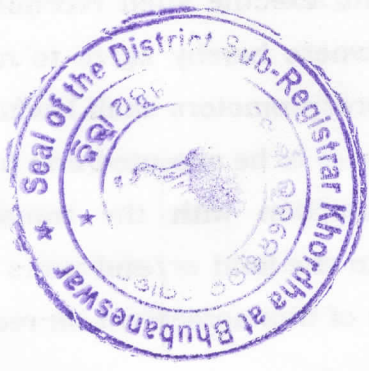
Evos Buildcon Pvt. Ltd.
Kalehga Kishore PGM
Managing Director

w1 - Babuli Chaman Pochhi

w2 - Pritam Singh
Rajesh Paduinar

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Main body of the document containing several paragraphs of text, which is mostly illegible due to fading and blurring.



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Vertical text on the left side, possibly a name or title, including the words 'District Registrar'.

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proposed building on the said plot of land in accordance with the terms of the agreement.

- xviii. That, the land owner shall remain liable to encumbrance, if any, in respect of the said land up to the date of this agreement, the developers/promoters remaining liable for all encumbrances/liabilities created after this date, in relation to the land or proposed construction.
- xix. That, the land owner and developers/promoters shall have the right to sue for specific performance of this agreement or any other supplementary contract which may be executed for non-compliance of any term and the suing party shall also have a right to recover cost and damages if any.
- xx. That, the land owner undertake to irrevocable constitute the builder/developer as their attorney by executing GPA duly registered for completing the exercise and effectuating the object in connection with the development/construction and completion of the project buildings. However the builder undertake in their capacity as builder not to do or cause to be done any act, commission or thing which may, in any manner, flout, contravene and contravene any law, rules, regulations etc. or which may amount to misuse of any authority or right hereby conveyed or breach of provisions of law. In case of non-performance or non-observance of such law, rule, regulation or condition of this agreement, the entire liability in that behalf shall be incurred or discharged by the builders and further more than builders undertake to keep the owner entirely harmless and indemnified against all claims or demands resulting from the aforesaid non-performance and non-observance.
- xxi. That, in case the said property or any part thereof now declared or represent to be belonging to the land owner is found to be

Evos Buildcon Pvt. Ltd.

Kalchga Keshari Patil
Managing Director

v1 - Bahuli chann peethu

w2 - Bitoy in path

Rajesh Padrihari

proposed building on the said plot of land in accordance with
the terms of the agreement.
That the said owner shall remain liable to reimburse the
cost in respect of the said land on the date of the agreement.
the development/extension/alteration/repair in all
and sundry matters treated after this date in relation to
the land or proposed construction.
That the said owner and developer/professionals shall have the
right to sue for specific performance of the agreement or any
other supplementary contract which may be entered into non-
withstanding any law, and the said party shall also have a
right to recover cost and charges if any.
That the said owner undertakes to indemnify and hold the
developer/professionals as their attorney in executing (D/A) duty
required for completing the exercise and obtaining the
rights in connection with the development/construction and
completion of the project building. However, the bidder
undertakes to indemnify the bidder and to be on a case to be
done any act/omission of the bidder which may, in any manner,
bring disrepute to the bidder or any other regulations
etc. or which may amount to breach of any authority or right
being conveyed or created by the bidder in case of non-
compliance with the provisions of the regulation or
violation of the provisions of the regulation and the bidder
shall be liable to pay the cost and charges and to be
held liable to the extent of the said cost and charges
incurred from the above-mentioned provisions and non-
compliance with the provisions of the regulation and non-
compliance with the provisions of the regulation now declared
to be belonging to the said owner as found to be

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Page 13 of 18
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non-existent on account of defective title of the land owner or any other person claiming title paramount to the land owner, the land owner shall be liable for all the damages, losses and cost sustained by the builders. Accordingly the land owner agree and undertake to keep the builders and/or their nominee(s) harmless, indemnified against all claims and expenses which the builders and/or their nominee(s) may be made liable to pay or suffer in case their right and title is questioned.

ARTICLE-7 : MISCELLANEOUS

The name of the said building shall be _____.

ARTICLE-8 : JURISDICTION

All accounts between the parties hereto shall be settled at the Builder/Developer's place and/or at any other place as may be mutually agreed upon. The courts at Bhubaneswar only have jurisdiction to entertain the dispute and difference between the parties.

SCHEDULE OF PROPERTY

Mouza: Raghunathpur, Police Station: New Capital, Police Station No.14, now under Nandankanan Police Station, Tahasil: Bhubaneswar, Tahasil No:263, District-Khordha (Odisha), within the jurisdiction of Bhubaneswar Development Authority (BDA), Bhubaneswar Municipal Corporation (BMC) and District Sub-Registrar (DSR), Khordha at Bhubaneswar.

1. Hal ROR Khata No. 729/142, Plot No. 2166, Ac0.180dec.Kisam-Sarad-I,
2. Hal ROR Khata No. 729/219, Plot No. 2167, Ac0.180dec.Kissam-Sarad-I,

x 9/4/21/985/2/1902

Evos Buildcon Pvt. Ltd.
Kalyana Kulkarni
Managing Director

Page 14 of 15
w1 - Bahuli channa paduhari
w2 - Bishu 2 pag
Rajesh paduhari

...of the land...
...the land owner shall be liable for all the damages...
...Accordingly the land owner...
...to keep the building...
...indemnified against all claims and...
...which the building...
...to pay or... in case their right and title is...
...questioned.

ARTICLE 7: MISCELLANEOUS

The name of the said building shall be

ARTICLE 8: JURISDICTION

All accounts between the parties herein shall be settled at the...
...at any other place as may be...
...mutually agreed upon. The courts at Bhubaneswar only have...
...jurisdiction to entertain the disputes and differences between the...
...parties.



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Page 14 of 18
...
...
...

3. Hal ROR Khata No. 729/671, Plot No. 2208/2790, Ac0.175
dec. Kissam-Blali Do Fasal,

4. Hal ROR Khata No. 729/952, Plot No. 2208/3451, Ac0.060 dec. out
of Ac0.120 decimal, Kissam-Blali Do Fasal,

Total 1 Khata, 4 Plots, Area Ac0.595 decimal.

Govt. Valuation of the property: Rs. 84,86,000/-

(Eighty four lakh Eighty six thousand
Rupees only)

IN WITNESSES WHEREOF, the parties here to have set and
subscribed their respective hands and seal on the date, month and
year first above mentioned.

Witnesses

W 1 1. Babuli Charan Pachhoni

2. - inshaha ch pachhoni

At - Raghunath pur

Signature of the First Party

Evos Buildcon Pvt. Ltd.

Rajesh Pachhoni
Managing Director

Signature of the Second Party

W 2 2. S - B.C Pur
at - Goswami
B.M.R.

Certificate

Certified that the Executants are my clients and as per their
instructions, I prepared this Agreement. I explained them all the
facts in their vernacular language and after found correct, they
put their signatures on the respective column.

Advocate

Rajesh Pachhoni

S/O Swakar Pachhoni

At - Raghunath Pur

P/S - Nandanakan



IMPOUND CASE NO. 1454 DT 27.12.22
 Certified that the deficit stamp duty of
 Rs. 1,68,320/-
 Rupees one lakh sixty - only
 eight thousand seven hundred twenty five
 deposited vide No. 108216832

Registering Officer
 Bhubaneswar

REGISTERED & TRUE COPY
 FILED IN
 BOOK NO.
 Volume No.
 Pages
 Being No.
 for the year 2024
 108216832

DT 27.12.22

**Miscellaneous Receipt**

Serial No. : 4613/2021
Date : 27/12/2021
Name : SWARAJ PADHIHARI ALIAS SAMAL
Registration No. : 1082116832
Head of item : Deficit Stamp Duty
Amount(Rs.) : 168725

Date :28-12-2021

Signature and Stamp of Registering Officer

**Miscellaneous Receipt**

Serial No. : 4613/2021
Date : 27/12/2021
Name : SWARAJ PADHIHARI ALIAS SAMAL
Registration No. : 1082116832
Head of item : Deficit Stamp Duty
Amount(Rs.) : 168725

Date :28-12-2021

Signature and Stamp of Registering Officer



Valuation ReportApplication No- **1082116832**Registration Office- **KHURDA(BBSR)****DEED DETAILS**Application Type- **AGREEMENT OF SALE WITH POSSESSION**Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1082116832	24-DEC-21	24-DEC-21	1	16		

FEE DETAILS (In ₹.)

Stamp Duty : 186520
 Consideration Amount : 8486000
 Benchmark Value : 9325986

Registration Fee : 0
 A(10): 169720
 Incidental Fee Details
 User Charges : 715

STAMP E-STAMP FRANKING

CASH CHEQUE DD POS
 NEFT RTGS IMPS IFMS

CASH CHEQUE DD CHALLAN
 POS
 NEFT RTGS IMPS IFMS

FIRST PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
SWARAJ PADHIHARI SALIAS SAMAL	FATHER	LATE BALU PADHIHARI	MALE	67	RETD. GOVT. SERVANT	General	FIRST PARTY/SELF	YES	YES	AT/PO- RAGHUNATHPUR, PS- NANDANKANAN, BHUBANESWAR, DIST- KHORDHA

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
KALINGA KESHARI RATH MANAGING DIRECTOR OF MS EVOS BUILDCON PVT. LTD.				37		GENERAL	SECONDPARTY/INSTITUTION			AT- PLOT NO.M/76, BARAMUNDA HOUSING BOARD COLONY, BARAMUNDA, PS- KHANDAGIRI, BBSR, DIST- KHORDHA
Representative Name			Institution Name			Representative Address			Representative Designation	
KALINGA KESHARI RATH MANAGING DIRECTOR OF MS EVOS BUILDCON PVT. LTD.			MS EVOS BUILDCON PVT. LTD.			AT- PLOT NO.M/76, BARAMUNDA HOUSING BOARD COLONY, BARAMUNDA, PS- KHANDAGIRI, BBSR, DIST- KHORDHA			MANAGING DIRECTOR	

IDENTIFIER DETAILS

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
BABULI CHARAN PADHIHARI		AT/PO- RAGHUNATHPUR, PS- NANDANKANAN, DIST- KHORDHA	MALE	0	Others	A

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	Market Value	Sabak Khata No.	Sabak Plot No.	
KHURDA	RAGHUNATHPUR (BALIPADA)-14	729/952	2208/3451	0.06 Acre (60Decimal)	BIALI DO FASAL	7986	Not Available	Not Available	
East West North South		Property Transaction Details							
NM	NM	NM	NM	AGREEMENT AREA AC.0.060DEC. OUT OF AC.0.120DEC., TOTAL AGREEMENT AREA AC.0.595DEC.					
KHURDA	RAGHUNATHPUR (BALIPADA)-14	729/671	2208/2790	0.175 Acre (175Decimal)	BIALI DO FASAL	5250000	Not Available	Not Available	
East West North South		Property Transaction Details							
NM	NM	NM	NM	AGREEMENT AREA AC.0.175DEC.					
KHURDA	RAGHUNATHPUR (BALIPADA)-14	729/219	2167	0.18 Acre (180Decimal)	SARAD-I	2034000	Not Available	Not Available	