NDER SECTION 52 CLAUSE (B) (Duplicate) ELE HAZOCHANDAN

Application id: 1082211909

Presenter Name RANJIT KUMAR HARICHANDAN

Book No: 1

Claimant Name

MS EVOS BUILDCON PVT. LTD. THROUGH ITS MANAGING DIRECTOR KALINGA KESHARIRATH

been authorised to receive the document.

28810 28140

Signature of the Presentant

670

Signature of the Receiver 

Registration Office: KHURDA(BBSR) Executant Name

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate) RANJIT KUMAR HARICHANDAN

Application id: 1082211909 Presenter Name

RANJIT KUMAR HARICHANDAN

Book No : 1 Claimant Name

MS EVOS BUILDCON PVT. LTD. THROUGH ITS MANAGING DIRECTOR KALINGA

KESHARI RATH

Total Registration Fees Pald: A(10)

dental Fee Details

12-Aug-2022

d date of return of document;

::::::::::

Incidental Fee Details User Charges:

Expected date of return of document;

Date: 12-Aug-2022 Signature of the Registering Officer Terms & Conditions:

The Presenter should deposit this receipt duly signed by him.

Documents other than Will will be destroyed if not received within 2 years. If the document refused for registration, the registration fee shall be returned. 670

28810

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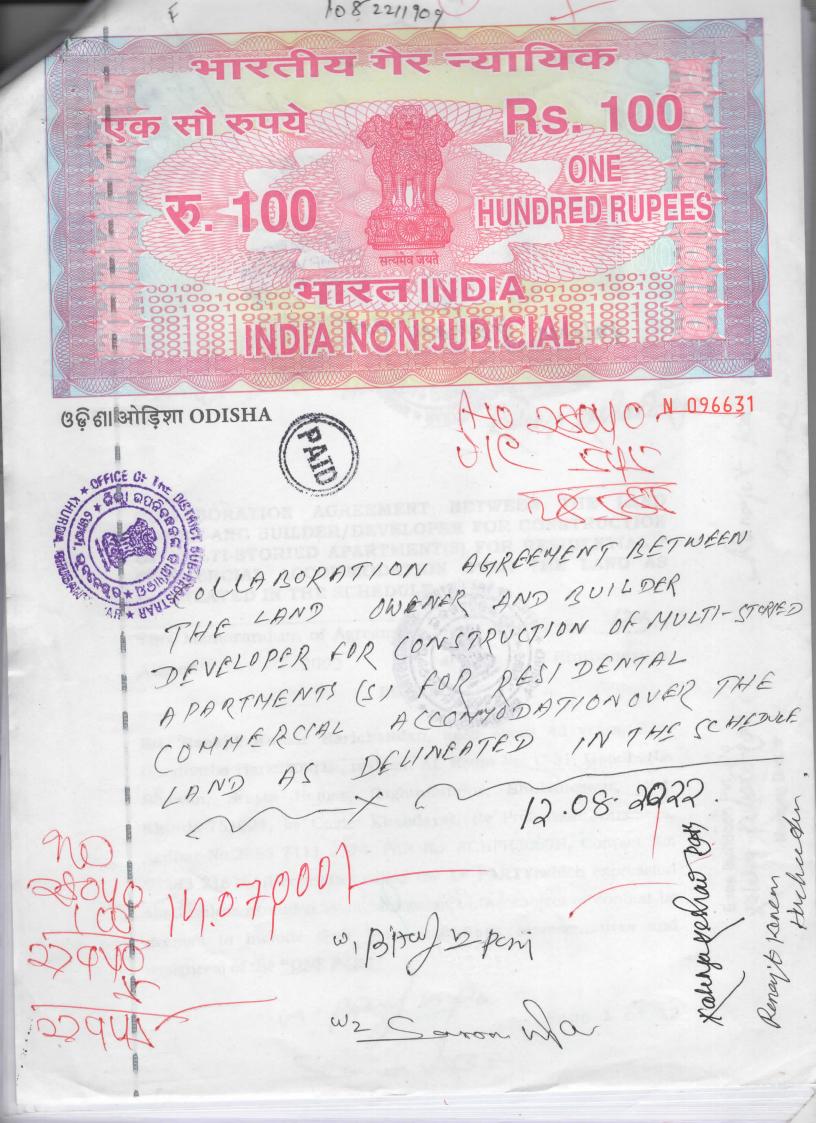
12-Aug-2022

Date:

Signature of the Roceiver Rancit- Kensen

Back





R.C. SAHOO STAMP VENDER BHUBANESWAR Kalenja Kuhand Pook 2508-80.61



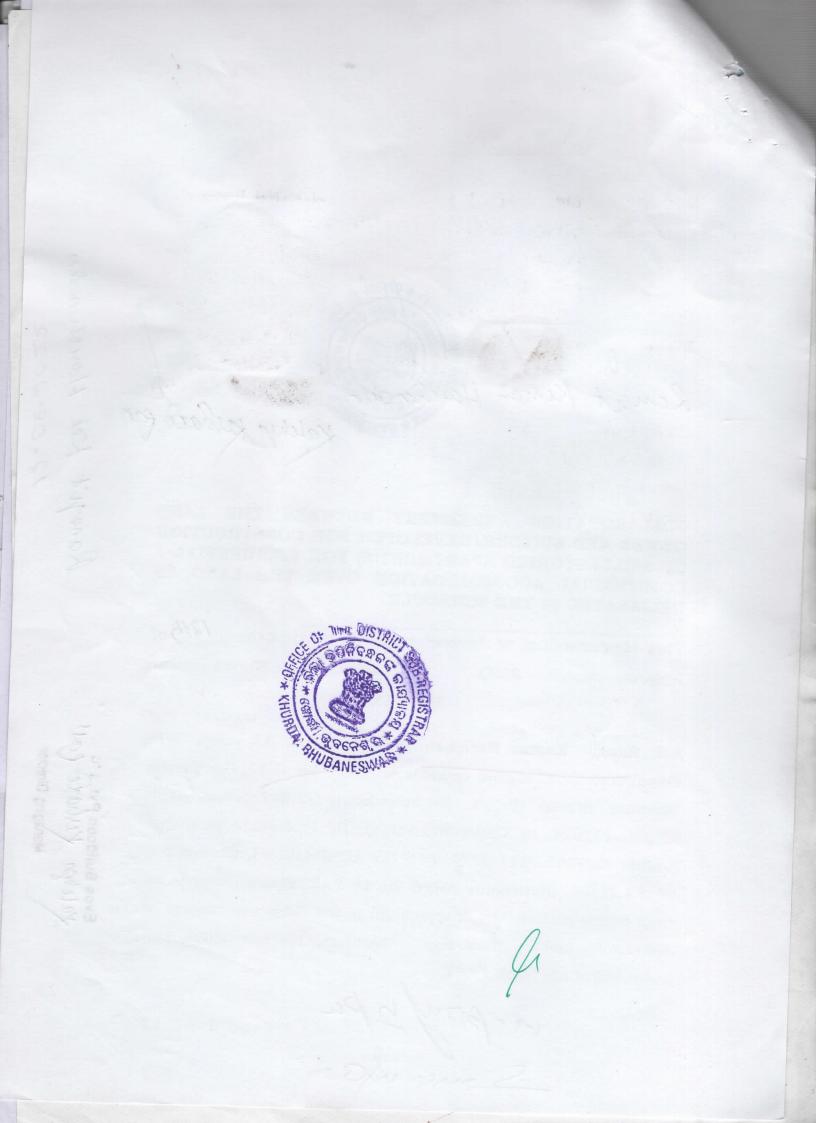
COLLABORATION AGREEMENT BETWEEN THE OWNER AND BUILDER/DEVELOPER FOR CONSTRUCTION OF MULTI-STORIED APARTMENT(S) FOR RESIDENTIAL / COMMERCIAL ACCOMMODATION OVER THE LAND AS DELINEATED IN THE SCHEDULE.

This Memorandum of Agreement made on this the 12th of August, 2022 at Bhubaneswar

BETWEEN.

Sri. Ranajit Kumar Harichandan, aged about 43 years, S/o-Gandharba Harichandan, resident At: Room No: C-31, Gandharba Bhawan, Srasta Homes, Raghunathpur, Bhubaneswar, Dist: Khurda-751024, by Caste: Khandayat, By Profession: Business, Aadhar No:2965 7111 2374, PAN No: ACHPH3069H, Contact No: 94383 21896. (Hereinafter called the 1st PARTY(which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, representatives and assignees) of the "ONE PART"

Page 1 of 12



#### AND

M/S EVOS Buildcon Pvt. Ltd., a company registered under the Companies Act, 1956 Vide CIN: U701010R2010PTC012674 (PAN-AACCE5477G).having its office at Plot No:- M/76, Baramunda Board Colony, Baramunda, P.S.-Bhubaneswar, Dist.- Khurda, Odisha, presented through its Managing Director SRI KALINGA KESHARI RATH, aged about 38 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 and referred the called to Business. Hereinafter 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: Raghunathpur, under Balipada R.I Cercle, Tahasil-Bhubaneswar, P.S.:New Capital (Now Nandankanan), P.S No:14, Dist.-Khurda, under the jurisdiction of District Sub-Registrar, Khurda at Bhubaneswar, stands recorded in the name of First Party which is being purchased from the rightful owner vide RSD No: 11081304387, Dtd: 06/03/2013 being executed and registered in the office of the DSR Khurda—at-Bhubaneswar and decided in the partition Suit vide C.S. 1180/2022, in the court of the Civil Judge Sn. Div, Bhubaneswar and the 1st party/land owner are in peaceful possession over the same, which are more particularly and more fully described in the schedule of property mentioned below.

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Page 2 of 12

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**WHEREAS**, the First Party is the owner of the landed properties situated in Mouza-Raghunathpur, Bhubaneswar and hereby declares that the said property is free from all encumbrances, litigations, mortgages, attachments, assignees, etc whatever in nature

**AND WHEREAS**, the 1<sup>st</sup> party is the absolute and exclusive owner in possession of the schedule of property, which is more fully and more particularly described in the schedule mentioned below. The 1<sup>st</sup> Party declares that they area in peaceful possession of the same without any dispute.

**AND WHEREAS**, the member of **1st Party** are interested to develop the said property by way of constructing apartment project and the **2nd Party** being a developer having expertise as Builder/Developer is agreed to develop the said property subject to the terms and conditions appearing hereinafter.

Therefore, in order to avoid any future complicacy of the term so agreed upon are reduced to writing and culled below:-

1. **THE ESSENCE:**-The essence of the present agreement that the parties have agreed and have taken conscious decision to construct of multi-storey Residential Apartment project over the schedule of property in consonance with the approved building plan and the construction of such multi-storey Residential project shall be completed within a period of **48(Forty-Eight) months** from the date of agreement with the additional grace period of **(12) Twelve months** is for obtaining permission from **Bhubaneswar Development Authority(BDA)** and other appropriate authorities. The First Party hereby hand over all original relevant documents pertaining to the schedule of property to the Second Party and delegate exclusive & explicit right on the Developer/

Los Buildcon Put Ltd

Yallula Kusharlo (94)
Managing Director

Boyen Par



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Second Party to cause development and construction of the project with the dominant object of timely completion.

## 2. COMMENCEMENT

The agreement shall commence from the 12<sup>th</sup> day of August, 2022.

## 3. DEFINITION:-

In this agreement, unless the context otherwise requires:-

- a) **THE LAND OWNERS:-**Means the party of the First Part as mentioned in this agreement.
- b) BUILDER/DEVELOPER:-Means M/s. EVOS Buildcon Pvt. Ltd., as the Party of the Second Part set-out in this agreement.
- c) **ARCHITECT:-**Means a qualified person eligible under the Architects Act, to be engaged by the Second Party in its judgments for conception, designing, supervising constructions of the proposed multi-storey Residential Apartment(s) who may take structural designs from a structural engineer.
- d) **PLANNING AUTHORITY:-**Means the Planning Member of Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and / or any other planning officials of the aforesaid authority and ORERA.
- Multi-storey Residential Apartment(s):Mean the proposed multi-storey Residential Apartment(s) to be constructed and executed over the schedule of property with provision for internal roads, Electric power line, Telephone line, common area facilities and amenities and conveniences and other infrastructural facilities like drainage and sewerage etc as per approved layout plan.

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Page **4** of **12** 

Kalehya Keshara (ad) Managing Director



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- g) **COMMON AREA AND FACILITIES:**-Means and include electric transformer, passages, approach road connecting to existing main road, security room, lobbies, vacant places and other facilities, amenities and conveniences provided in the complex to be used by the parties, prospective purchasers and others.
- h) THE ALLOCATION OF LAND OWNER SHARE: Means the allocation of carpet area of the 1st party/Land owner share 2788(Two Thousand Seven Hundred Eighty Eight) sqft out of the total carpet area out of the below mentioned below schedule of property in the 2nd Floor of the purposed building. Parking space in the ground / stilt floor as per approved plan will be allocated separately without any cost for each allocated flat. GST or any other taxes shall be borne by 2nd party.
- i) **APARTMENT/UNIT:-**Means multi-storey Residential Apartment(s), parking area comprising of proposed multi-storey Residential Apartment(s) to be constructed over the land in question.
- j) **CONSTRUCTION AREA:-** That, the construction area of the Residential Apartment(s) shall be as per approved layout plan from statutory authorities.—

Bargar Page 5 of 12

Kalehya Kushaxa Path



# Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A N- $\underline{50}$  Fees Paid : A(10)-28140 ,, User Charges-670 ,Total 28810

Date: 12/08/2022

Signature Registering officer

## **Endorsement under section 52**

Signature of Presenter / Date: 12/08/2022

Signature of Registering officer

## **Endorsement under section 58**

Execution is admitted by	Photo	Thumb Impression	Signature	Date of Admission of Execution
RANJIT KUMAR HARICHANDAN		315660741	Romant knew Horsholder	12-Aug-2022
MS EVOS BUILDCON PVT. LTD. THROUGH ITS MANAGING DIRECTOR KALINGA KESHARI RATH	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	243395548	Kabiyaseished Est.	12-Aug-2022

- k) PAYMENT: That the 2ndParty/ Builder have herewith agreed to pay a sum of Rs.20,00,000/-(Rupees Twenty Lakh) only to the 1stParty/ Land owner(First Party No:1) and the land owner has agreed to accept the same in two phase. i.e. Rs.10,00,000/-(Rupees Ten Lakh) only at the time of execution of this agreement and Rs.10,00,000/-(Rupees Ten Lakh) only on and after approval of plan from planning authority. The land owner does hereby agree to acknowledge the said payments receivable by him.
- l) **REFUND**: That, the First Party/land Owner shall return the sum of **Rs.20,00,000/-(Rupees Twenty Lakh)** only after handing over of the share of First Party/land Owner without any interest.
- m) DELAY:-That, if delay caused in delivering the First party/Land owner's share within the stipulated time of 60(Sixty) months from the date of this agreement, then the 2<sup>nd</sup> Party will pay Rs.10000 (Rupees Ten Thousand) only for each flat per month, unless prevented by reasons/factors beyond the control of the Developer namely earthquake, riots, pandemic, natural disaster and any order of injection/restraint passed by any court by virtue of any litigation caused by the 1<sup>st</sup> party.
- 4. It shall be the responsibility of the Developer/party of the Second Part to construct Road, Drainage, power line and prepare the building plan of multi-storey Residential Apartment(s) amicably by owner's share in consonance with the buildings norms, guidelines enjoined in the Bhubaneswar Development Authority (Planning Standards) Regulation,

Samuragor Samuragor

Page 6 of 12

Kalehya Kushexto Path

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Page 6 of 12

Kalehya Kusherto Past

Identified by BIJAY KUMAR PADHI Son/Wife of BAISHNAB CHARAN PADHI of SAME PLACE by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BIJAY KUMAR PADHI		42444377	polity z par	12-Aug-2022

Date: 12/08/2022

Signature of Registering offic

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: 244

Document Number : 11082211222

For the year: 2022

Seal :

Date: 13/08/2022

Signature of Registering officer



Evos Buildcon Pvi

2010/ Bhubaneswar Municipal Corporation/ ORERA as per their guidelines, deposit necessary fees and charges and take all necessary steps for expediting sanction of such building plan, obtain necessary "No Objection Certificate" from the concerned Authorities. The Builder shall obtain approval of the building plan from the ORERA. In this regard the land owner is required to extend necessary cooperation to the Second Party, Developer.

- 5. That, after obtaining necessary approval & permission from the competent authorities, the Developer shall execute a **Share Allocation agreement** with the land owner specifying the identity and location of their respective shares. The Developer can allocate the flats after due allocation of land owner's share. **The Builder and the Land owner shall have proportionated right over the common areas and facilities.** Thereafter, the builder shall commence the construction of the proposed multi-storey Residential Apartment(s) with the help of technical experts, experienced technicians and workmen under his control, supervision and guidance.
- 6. That, the Developer shall make their best endeavour to complete/finish the proposed multi-storey Residential Apartment(s) in all respects so as to be fit for occupation and functional within stipulated time, i.e. 48(Forty Eight) months with the additional grace period of (12) Twelve months is for obtaining permission from Bhubaneswar Development Authority(BDA) and ORERA, from the date of this agreement and the 2nd Party/ Developer shall do the construct of his share and owners(1st Party) share in a parallel manner.

Page **7** of **12** 

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Evos Buildcon Pvt

- 7. That, the Builder/developer shall not sale vacant land and also not violate or contravene any legal provision, regulation, bye-laws, etc applicable for construction of the said buildings. The land owner shall have the right to inspect the project during the construction process but not obstruct the construction and development of the project.
- 8. That the Developer shall have the right to receive advance consideration, in whole or part, from the intending purchasers; enter into agreement with prospective purchasers, and assign the constructed built-up area specified under their allocation as per the Allocation agreement together with proportionate impartibly undivided interest in the land inclusive of the right of use and enjoyment of common area facilities, amenities and convenience provided in the complex except the entitlement of the total build up area. The land owner shall not raise any objection to such transaction /transfer / assignment. However, all the costs, duties, charges and expenses in respect thereof shall be paid and discharged by the Developer or the prospective purchasers, as the case may be.
- 9. That, the Developer shall be at liberty to appoint their contractors, suppliers, managers, architects, engineers and other employees to carry out the construction work and the land owner will have no objection to such engagements by Builder. However, the laborers/employees engaged/employed by the Builder for construction of the multi-storey Residential Apartment(s) shall be the employee of the Developer/party of the Second Part. The land owner/party of the First Part shall have no relation with workmen or labour and the land owner shall not be held responsible to discharge any liability in case of any liability

Dry Page 8 of 12

so arises due to any accident arising in the process of construction. It shall be the sole responsibility of the Second Party on this score.

- 10. That the land owner does hereby state and declare that they have absolute and indefeasible right, title interest and possession over the schedule land. In the event, if it is found that the land owner does not possess a good title, they shall remain liable for the same and they will solve the same with their own risks, costs and responsibilities.
- 11. That the land owner/First Party hereby agrees and covenants with the builder/developer not to cause any interference or hindrance in construction of the proposed buildings, not to prevent the Developer from making negotiation with intending purchasers of flats/units specified as the entitled/allocation of the Developer.
- 12. That the land owner shall not enter into any agreement with any other third party in respect of the land in question during the subsistence of this agreement, but can make negotiation, enter into agreement, of Flat(s) as specified in the allocation Agreement.
- 13. That, in consideration of the terms hereby agreed upon, the landowner confer upon the right of construction of the proposed multi-storey Residential Apartment(s) over the said land and also his right to transfer the way of absolute sale and assign constructed space/carpet area/units/residential complexes in the buildings specified as the entitlement/allotment of the Developer except those of the land owner together with the proportionate impartible undivided interests in the land at such rates as may be fixed and settled by them.

Evos Buildcon Pvt. Ltd Kaleby Kurhayed Pgsb Managing Directo

Page 9 of 12

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- 14. That, the land owner hereby agrees to execute and sign necessary applications, documents, letters, for smooth construction of the buildings and to render all help and assistance to the Developer to facilitate the construction of the buildings.
- 15. That, both the parties shall have the right to enter into any other supplementary contract for non-compliance of the terms and conditions spelt out in the present agreement.
- 16. It is agreed upon by and between the parties that all fees, expenses, incurred for obtaining statutory permission, clearance, no objection certificates, approval of the building plan, fees payable to the designated architect, structural engineer, advocate, etc shall be borne by Builder/Developer/party of the Second Part. It is also agreed that the party of the Second part shall submit necessary application as well as required amount of money as per the demand made for installation of electric transformer, external electrification and ensuring electric connections from such transformer. The expenses incurred for this purpose shall be borne by the Builder/Developer.
- 17. That, the Developer hereby covenant and declares that it shall take effective and appropriate steps for completion of construction of the multi-storey Residential Apartment(s) over the land in question within the stipulated period and /or such extended period, as may be allowed by the land owner and make the multi-storey Residential Apartment(s) as well as delivery of possession of the carpet area earmarked as the allocation of the land owner.
- 18. That, all the accounts between the parties hereto shall be settled at the office of the Developer/Builder and/or any other place as may be mutually agreed upon.

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vos Buildcon Pvt.

- 19. That, all the letters, notices, correspondences, communications, etc. shall be issued by a party to another, issued and dispatched only under Regd. Post/Speed Post as per the address furnished in this agreement.
- 20. That, without prejudice to the right and interests, the land owner hereby agrees to execute a Registered Irrevocable General Power of Attorney and a Regd. Development Agreement in favour of the Developer/Builder in respect of the below mentioned schedule of property.
- 21. That, the property will remain under the disposal of the Developer after giving the total agreed allocated share to the owner till the formation of a welfare society.
- 22. That, the developer should provide the copy of approved layout plan, building plan and/or any other certificate issued by any legal authorities in his own cost to the land owner.
- 23. That, in case of any dispute/difference between the parties regarding interpretation of any of the terms and conditions, convents stipulated in the agreement, purport and implication of any of the convents remain contained, the right, powers, privileges and entitlement or any other incidental or ancillary disputes emanating from the agreement, the same shall be mutually resolved amicably between the parties. If the parties fail to settle the dispute /differences amicably or same may be settled through proper court of law at Bhubaneswar only.

# SCHEDULE OF PROPERTY

District-Khurda, Tahasil: Bhubaneswar, Tahasil No:263, Mouza: Raghunathpur, Police Station: New Capital, Police Station No.14, now under Nandankanan Police Station. Mutation Khata No: 729/1661, Stithiban Plot No: 2206/4080, area: Ac.0.067 decimal, Kisam: Biali Do Fasal,

Daryn Page 11 of 12



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within the jurisdiction of Bhubaneswar Development Authority (BDA), and District Sub-Registrar (DSR), Khordha at Bhubaneswar

Govt. Valuation of the property's: Rs. 14,07,000/-

(Rupees Fourteen lakh Seven Thousand 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

Brown Remarkt Kensen Henchanden
KWO Dhe Signature of the First Party

Evos Buildcon Pvt.

Keleta Kelfulli Possi Managing Director Signature of the Second Party

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



Certified that the deficit stamp duty of

Rs 22. 940. State of Rs. I her the Nine Rupees. Twenty Seven Theodor Nine deposited vide B. No. Hzwelpool Lowry five my in respect of document ID Not gran 1909

Registering Officer Bhubaneswar

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Application No- 1082211909 Registration Office- KHURDA(BBSR)							
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SECOND PARTY DETAILS					And the second s		
Name Relation Relation Name  MS EVOS BUILDCON PVT. LTD. THROUGH ITS MANAGING DIRECTOR KALINGA KESHARI RATH	Gender Age Pro	GENERAL S	Interest/Typ	TUTION	Address  AT- PLOT NO.M/76, BARAMUNDA HOUSING BOARD COLONY, BARAMUNDA, PS- KHANDAGIRI, BBSR, DIST KHORDHA		
Representative Nam	e	Institution Na	une Ro	epresentative Address	Representative Designation		
MS EVOS BUILDCON PVT. LTE ITS MANAGING DIRECTOR KESHARI RATH		MS EVOS BUILDCON		AT- PLOT NO.M/76,  BARAMUNDA  HOUSING BOARD  COLONY,  BARAMUNDA, PS- HANDAGIRI, BBSR,  DIST- KHORDHA	MANAGING DIRECTOR		
IDENTIFIER DETAILS					or calcact on all a fermion as time and model a 1. de antismos ac		
Name BIJAY KUMAR PADHI	Father/Husban BAISHNAB CHAR		Address General MAI		A CONTRACT OF THE PARTY OF THE		
PROPERTY DETAILS					hale Chal-		
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East West NM	North Sou NM NM			AREA AC.0.067DEC.			
The total transacted ar	rea is:0 067 acr	e(s)	RAINE				
APPLICATION ID CRE DOCUMENT ENTERED	ATED BY : SUSHANT		WBANES	2000000			