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सत्यमेव जयते

INDIA NON JUDICIAL Government of Odisha

e-Stamp

Certificate No. : IN-OD05958227386234V
 Certificate Issued Date : 03-Apr-2023 12:13 PM
 Account Reference : SHCIL (FI)/ odshcil01/ BHUBANESWAR/ OD-KRD
 Unique Doc. Reference : SUBIN-ODODSHCIL0108291187462615V
 Purchased by : MS EVOS BUILDCON PVT LTD
 Description of Document : Article IA-5(2) Agreement
 Property Description : MOUZA-RAGHUNATHPUR
 Consideration Price (Rs.) : 11,13,000
 (Eleven Lakh Thirteen Thousand only)
 First Party : RAMACHANDRA BEHERA AND ANOTHER
 Second Party : MS EVOS BUILDCON PVT LTD
 Stamp Duty Paid By : MS EVOS BUILDCON PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



-----Please write or type below this line-----

श्री श्री मदनमोहन
Shyam Sunder Behra
Deepak Jais



JD 0040488440

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SICIL



S.K. DOLLA

SIGNATURE OF PURCHASER

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ShyamSunderBehra

12/5/23

Jeeple Des.

11,13,000

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 12 day of May, 2023, (Two Thousand Twenty Three) at Bhubaneswar.

BETWEEN

- 1. RAMACHANDRA BEHERA**, aged about 48 years, S/o: Late Sankar Behera, Aadhar No: 6759 5896 0761
- 2. SHYAMASUNDAR BEHERA**, aged about 46 years, S/o: Late Sankar Behera, Aadhar No: 2064 9394 1208

Evos Buildcon Pvt. Ltd.
Director
Jeeple Des.

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Pratap ch Behera



All are resident of At/Po: Raghunathpur, PS: Nandankanan, Dist: Khurda-754005, by caste: Gopal, By Profession: Business. (Hereinafter called the **1st PARTY**(which expression shall unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, representatives and assignees) of the **"ONE PART"**

AND

M/S. EVOS BUILDCON PVT. LTD., a company registered under the Companies Act, 1956, vide CIN No- U70101OR2010PTC012674, PAN-**AACCE5477G**, having its office at M/76, Baramunda Housing Board Colony, Baramunda, P.S.-Bharatpur, Bhubaneswar, Dist.-Khurda-751003, Odisha, represented through its Director **SRI DEEPAK DAS**, aged about 30 years, S/o: Gobinda Chandra Das, residing at Vill: Pubasasan, Kausalyaganga, Dist: Puri-751002, Odisha,, by Profession-Service, by Caste-Karan, Aadhar No: 4096 9936 1559, Contact No: **9040077993**, authorized vide resolution Dtd:..... Here-in-after 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: 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 stands recorded in the name of recorded tenant Late Ranga Dei, W/o: Late Uchhaba Behera. The executants are the true legal heir and successor of

Ritika Das
Shyam Sunder Behera

Evos Buildcon Pvt. Ltd.
Deepak Das
Director

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Pratap Ch Behera

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recorded tenant Late Ranga Dei as per the legal heir certificate issued by Revenue Inspector, Balipada R.I. Circle under the Office of the Tahsildar, Bhubaneswar vide No: 1011 Dtd: 09/08/2019. After sad demise of recorded tenant Late Ranga Dei , we the true legal heir and successor and also coparcenary shareholder of Khata No: 729/1012 and other plots as per the below mentioned schedule mutated the same in our name vide mutation case no: 2956/2009 and obtain the RoR in our name along with other coparceners and are in peaceful possession over the same, which are more particularly and more fully described in the schedule of property mentioned below and the 1st party/land owner are in peaceful possession over the same, which is more particularly and more fully described in the schedule of property mentioned below.

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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

Evos Buildcon Pvt. Ltd.
Jagabala Das,
Director

AND WHEREAS, the 1st 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 1st 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

Pratap Ch Behera





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 No. 50. Fees Paid : A(10)-22300
User Charges-655 ,Total 22955

Date: 12/05/2023

Signature of Registering officer

Endorsement under section 52

presented for registration in the office of the Sub-Registrar **District Sub-Registrar KHURDA(BBSR)** between the hours of 10:00 AM and 1:30 PM on the
12/05/2023 by **RAMACHANDRA BEHERA** , son/daughter/wife of **LATE SANKAR BEHERA** , of **AT/PO- RAGHUNATHPUR, PS. NANDANKANAN,**
ST. KHURDA, PIN - 754005 , by caste **General** , profession **Business** and finger prints affixed.

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ରାମଚନ୍ଦ୍ର



Signature of Presenter / Date: 12/05/2023

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
RAMACHANDRA BEHERA		 316421979	ଶ୍ରୀ ଶ୍ରୀ ରାମଚନ୍ଦ୍ର	12-May-2023
RAMANUJAM SUNDAR BEHERA		 316421983	Raman Sundar Behera	12-May-2023
EVOS BUILDCON PVT DIRECTOR SRI DEEPAK S		 243865236	Sri Deepak S	12-May-2023

Identified by **BIJAY KUMAR PADHI** Son/Wife of **BAISHNAB CHARAN PADHI** of **AT. PLOT NO. 780, SAHID NAGAR, BHUBANESWAR, DIST. KHURDA** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BIJAY KUMAR PADHI		 42802714	Bijay K. Padhi	12-May-2023

Date: 12/05/2023

Signature of Registering officer

Endorsement of certificate of registration under section 60

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

Document Number : 1 || Volume Number : 117

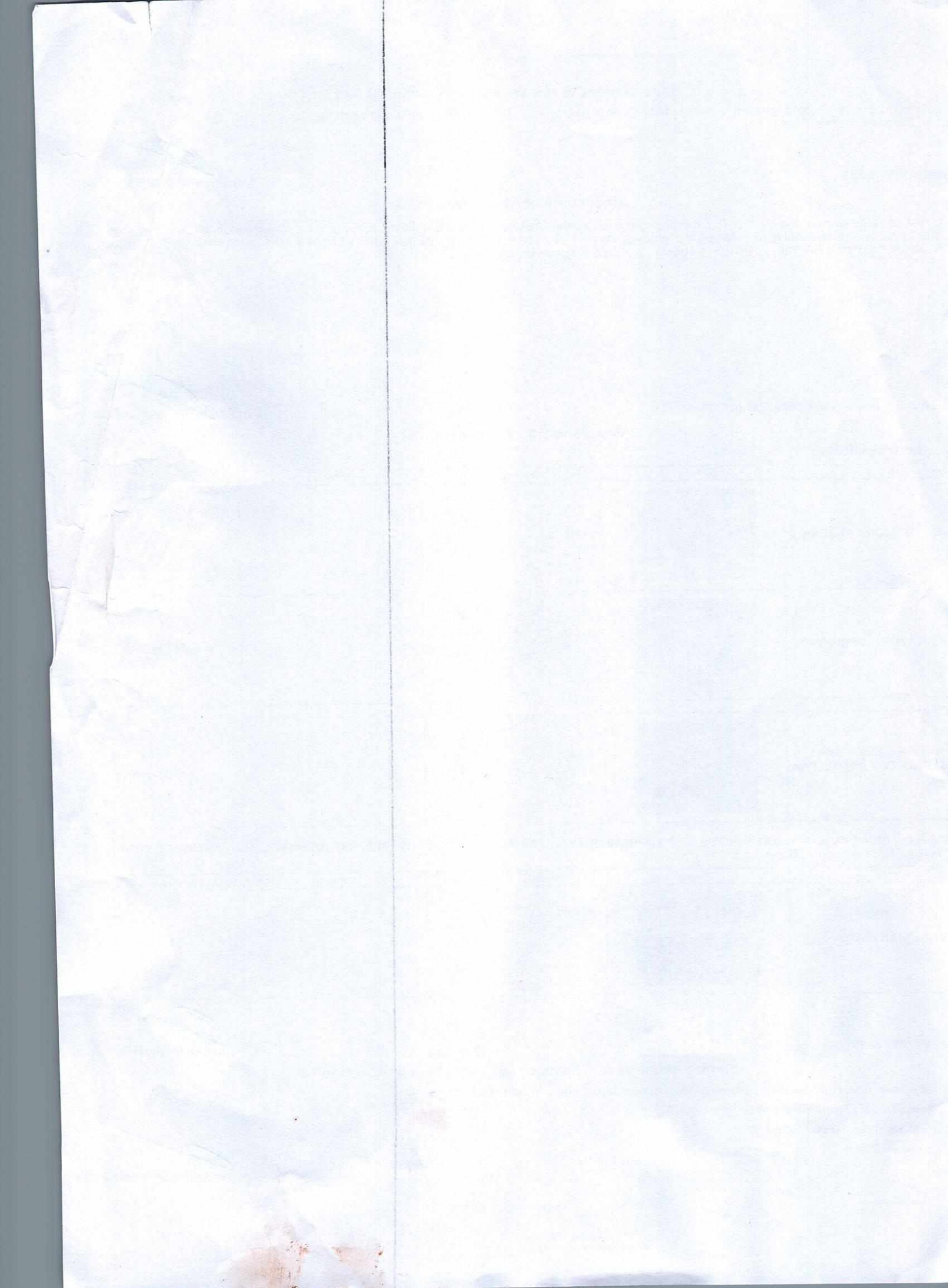
Document Number : 11082306478

Year : 2023

Date :

15/05/2023

Signature of Registering officer



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

2. **COMMENCEMENT**

The agreement shall commence from theday of March, 2023.

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-

Handwritten signature: Shyam Sunder Behr

Evos Buildcon Pvt. Ltd.
Handwritten signature: Jaapala Das

Director

Handwritten signature: Pratal Ch Benera



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.
- e) **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.
- f) **BUILDING PLAN:-** Means the plan specifications, designs prepared as per the provision of Bhubaneswar Development Authority (Planning & Building Standards) Regulation, 2010 and other law enforce to be sanctioned and approved by the Planning Authority including revised plans with such modifications and alterations, if any, which may be made by the competent Authority.
- 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 :-** Due to financial necessity the 1st party/Land owners has

13/06/2018
Shyam Sunder Behra

Evos Buildcon Pvt. Ltd.
Director

Pratap Ch Behena



approached to Develop/ 2nd party to receive full and final amount of **Rs.1,20,00,000/-** (Rupees One Crore Twenty lakh) towards their share against the below mentioned schedule land which are more fully described in the schedule below with all hereditaments, easements and appurtenances out of which the 1st party/Land owners has already received **Rs.4,90,000/-** (Rupees Four Lakhs Ninety Thousand only) through RTGS/NEFT vide No:....., DTd:....., **Rs.10,00,000/-** (Rupees Ten Lakhs only) through RTGS/NEFT vide No:....., DTd:..... and **Rs.25,00,000/-** (Rupees Twenty Five lakh only) through Cheque No: and, Dtd: and **Rs.20,00,000/-** (Rupees Twenty Lakh only) each through PDC No: and, Dtd;, and also **Rs.20,00,000/-** (Rupees Twenty Lakh only) each through PDC N: and, Dtd;, a total sum of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakh)** only as an full and final payment to 1st party/Land owners against their share fixed in between the parties, receipt whereof is hereby acknowledged by the 1st Party/Land owners.

- i) That, the 1st Party/land Owners shall have no right to claim and/or demand more money than the above fixed consideration or construction area and /or built-up area from the 2nd party/Developer

12/06/2019
Shyam Sankar

Evos Buildcon Pvt. Ltd.
Director

Pratap ch Benena



against their share out of the below mentioned schedule of property.

- j) **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.
- k) **CONSTRUCTION AREA:-** That, the construction area of the Residential Apartment(s) shall be as per approved layout plan from statutory authorities.
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) with the buildings norms, as per the Bhubaneswar Development Authority (Planning Standards) Regulation, 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, 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.

15/11/21
Shyam Sunder Behr

Evos Buildcon Pvt. Ltd.
Director

Director

Pratap Ch Behera



6. 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.

27/09/2019
Shyam Sundar Bhatnagar

7. 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 the 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 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.

Evos Buildcon Pvt. Ltd.
Director

Pratap Ch Behena



8. 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.
9. 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.
10. 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.
11. 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/ built-up 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.
12. 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

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Shyam Sunder Behar

Evos Buildcon Pvt. Ltd.

Director

Pratap Ch Benena
Pratap Ch Benena



assistance to the Developer to facilitate the construction of the buildings.

13. 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.
14. 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 the 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.
15. 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.
16. 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.
17. 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

10/10/2018
Shyam Sankar Bhatnagar

Evos Buildcon Pvt. Ltd.
Director

Bijay Kumar
Pratap Ch. Bhatnagar



Developer/Builder in respect of the below mentioned schedule of property.

18. 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.
19. That, in case of any dispute/difference between the parties regarding interpretation of any of the terms and conditions, covenants stipulated in the agreement, purport and implication of any of the covenants 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.

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Shyam Sundaram

SCHEDULE OF PROPERTY

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

1. Khata No: 592, Plot No: 2211, Kisam: Gharabari, Area: Ac.0.017.18 decimal out of an area of Ac.0.054 decimal.
2. Khata No: 592, Plot No: 2211/5361, Kisam: Gharabari, Area: Ac.0.03.82 decimal out of an area of Ac.0.012 dec.
3. Khata No: 592, Plot No: 2213, Kisam: Gharabari, Area: Ac.0.005 decimal out of an area of Ac.0.104 dec.

Evos Buildcon Pvt. Ltd.

Jayprakash Das,
Director

Pratap ch Benema



4. Khata No: 592, Plot No: 2213/5362, Kisam: Gharabari, Area: Ac.0.001 decimal out of an area of Ac.0.023 dec.
5. Khata No: 729/1012, Plot No: 2212, Kisam: Gharabari, Area: Ac.0.022.55 decimal out of an area of Ac.0.085 dec.
6. Khata No: 729/1012, Plot No: 2212/5363, Kisam: Gharabari, Area: Ac.0.003.45 decimal out of an area of Ac.0.013 dec.

Total: One(1) Mouza, 2 Nos. of Khata, 6 Nos. of Plots, total area Ac.0.053 decimal.

Govt. Valuation of the property's: Rs:11,13,000/- ✓

(Rupees Eleven Lakh Thirteen 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

1. *Pity in pen*
B. C. per
at 7800 scm
BDSR

श्याम सुन्दर बेहरा
 Shyam Sunder Behra

Signature of the First Part

Evos Buildcon Pvt. Ltd.

2. *Pratap ch Behera*
Son of - Rama ch Behera
A/P - Raghunath pur
P/S - Nandan Kanan

Jayanta Das
 Director

Signature of the Second Party

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.

[Handwritten signature]
 12-5-23

Advocate

IMPOUND CASE NO. 382 DT. 12.15.23

Certified that the deficit stamp duty of Rs. 22,605 & fine of Rs. 5 Rupees. Twenty Two Thousand only deposited vide B.S. No. Dt. Sixty five only in respect of document ID No. 1082306929

Registering Officer
Bhubaneswar

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BOOK NO.
Volume No.
Pages to
Serial No.
for the year 2023

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