0 7 NOV 2023

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

SPECIAL ADHESIVE

JAGNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST- KHURDA, ODISHA
REGD. NO. 7791/2009
MOB. 8455885397

ଓଡ଼ିଶା ओडिशा ODISHA

60AA 726263

AFFIDAVIT

I, **Sri Babuli Charan Padhihary,** aged about 45 years, S/o: Late Dhruba Charan Padhihary, (Aadhar: 7066 3586 1760), permanently residing at/PO-Raghunathpur, PS-Nandankanan, Bhubaneswar, Dist: Khurda, do hereby solemnly affirm and state as follows:

1. That I am the deponent of this affidavit and residing permanently on the above mentioned address.
2. That I hereby declare that my father's name mentioned in some documents written as **Dhobei Padhihari**and in some documents written as **Dhruba Charan Padhihary**.
3. That I do hereby declare that **Dhobei Padhihari**and **Dhruba Charan Padhihary**is one and same person.
4. That this affidavit is to be produced before the authority concerned for information and necessary action.
5. That the facts stated above are true to the best of my knowledge.

JAGNESWAR ACHARYA NOTARY GOVT. OF INDIA BBSR, DIST- KHURDA, ODISHA REGD. NO. 7791/2009 MOB. 8455885397 GOVERNMENT OF INDIA

Identified By

Jitendra Kumar Panda

Advocate.

Deponent

The above named deponent being identified by, Advocate, BBSR, solemnly affirm and states before me that the contents made above are true to the best of his knowledge.

Bhubaneswar
Dt.: 07/11/2023

JAGNESWAR ACHARYA
NOTARY, GOVT. OF INDIA
BBSR, DIST- KHURDA, ODISHA
REGD. NO. 7791/2009

1082201608

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ଓଡ଼ିଶା ओड़िशा ODISHA

N 631323

PAID

COLLABORATION AGREEMENT

3603

4/1/22

Rs. 100/-

Kaiyeithne Roy

Plot no. M/74 Bomanch

DISTRICT TREASURY
KHURDA, BHUBANESWAR
25 JAN 2022
ADDL. TREASURY OFFICER

B.K. PANDA
STAMP VENDER
BHUBANESWAR

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA, BHUBANESWAR

Babuli Charan Padhihari

Kalenga Keshari Pgk

Babuli Charan Padhihari

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 4th **day of** February**, 2021 at Bhubaneswar.**

BETWEEN

Mr. Babuli Charan Padhihary, S/o.: Dhruba Charan Padhihary, Grand S/o: Late Kalpataru Padhihary, resident of Vill: Raghunathpur, P.S: Nandankanan, Bhubaneswar, Dis: Khurda, Odisha, by Caste-Khandayat, by Profession- Business, Aadhar No: 7066 3586 1760 PAN No: AQEPP1411E, Contact No: 7008643301 hereinafter called the **1st PARTY**(which expression shall unless excluded by or repugnant to the subject or

Evos Buildcon Pvt. Ltd.
Kalenga Keshari Pgk
Managing Director

W1 – Bijoy Kr Pattni

W2 –

For Kandoi Estates Pvt. Ltd.
Director

Babuli charan padhihari

VT 184

Babuli charan padhihari
dt 4/2/22

ପୃଷ୍ଠା ଘ ବହିର୍ଭୂତ ଶ୍ରୀମତୀ

VT 185 A Commission is hereby issued U/s 33. Sub Section (3) Sub Section (2) of Registration Act 1908 (XVI) of 1908 to Binod Kumar Nayak for the Purpose of Inquiring whether this document has been executed by Babuli Charan Padhihary

of BJLR

whom it Purports to have been exucuted

Registering Officer

Having Visited the Residence of Babuli Padhihary at 5.30pm on the 04/02/2022 at Dr. Raghunathpur, PS-Nandankanan BBSR I have this day executed the said Babuli Who have been identified to my satisfaction by Sukhram Padhihary @ Samal of the same place and the said Babuli admitted execution of this document.

From the above report I am satisfied that this document has been executed by Babuli Padhihary and I accordingly admit it to registration

Registering Officer

OFFICE OF THE SUB REGISTRAR KHURDA, BHUBANESWAR

context be deemed to include his 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 : 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-Raghunathpur, 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,

K Bahubali Charan Padhiari

Evos Buildcon Pvt. Ltd.
Kalinga Keshari Rath
Managing Director

W1 – Bijoy V Pathi

For Kandoi Estates Pvt. Ltd.

W2 –

Director

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA, BHUBANESWAR

attachments and charges etc. and the First Party member is in peaceful possession over the said property having all rights, titles and interests etc.

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

K Babulu Naidu Reddy

Evos Buildcon Pvt. Ltd.
Managing Director

W1 – Bijoy Kr Pathi

For Kandoi Estates Pvt. Ltd.

W2

Director

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. 5© Fees Paid : A(10)-159800 ,, User Charges-700 ,Total 160500

Date: 04/02/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration at the private residence in the village **Section 38#R##** at **01/01/1900** by **BABULI CHARAN PADHIHARY** , son/wife of **DHRUBA CHARAN PADHIHARY** , of **AT/PO- RAGHUNATHPUR, PS-NANDANKANAN, BBSR, DIST-KHORDHA** , by caste **General** , profession and finger prints affixed.

OFFICE OF THE DISTRICT SUB-REGISTRAR KHURDA, BHUBANESWAR

Signature of Presenter / Date: 04/02/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BABULI CHARAN PADHIHARY	--------	--------	--------	
MS EVOS BUILDCON PVT LTD ITS MD SRI KALINGA KESHARI RATH		 243062098		14-Feb-2022

Identified by BIJAY KUMAR PADHI Son/Wife of BAISHNAB CHARAN PADHI of PLOT NO- 780 , SAHEED NAGAR , BHUBANESWAR by

construction of the aforesaid building complex would be exclusively that of the development/promoter, but it shall not below standard specification as specified.

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, executers, 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

Babul Chandra Padhihary

Evos Buildcon Pvt. Ltd.
Kalehga Kesharee
Managing Director

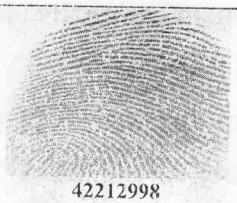
Bitoy Upadhi

W1 —
W2 —

For Kandoi Estates Pvt. Ltd.

Director

profession Others

BIJAY KUMAR PADHI		 42212998		04-Feb-2022

Identified by SWARAJ PADHIHARY ALIAS SAMAL Son/Wife of of SAMEPLACE by profession Others

SWARAJ PADHIHARY ALIAS SAMAL	-------	-------	-------	

Date: 04/02/2022

Signature of Registering officer

Execution is admitted by :

Date:

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)

Book Number : 1 || Volume Number : 62

Document Number : 11082203064

For the year : 2022

Seal :

Date: 04/03/2022

Signature of Registering officer

approval of competent authority/authorities for the purpose of constructing the building(s).

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.

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy Mu Pati
W2 —

For Kandoi Estates Pvt. Ltd.
Director

OFFICE OF THE DISTRICT SUB REGISTRAR
KHURDA, BHUBANESWAR

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.

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.

Babul Chandra Pachhani

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy Kr Pattni

W2 —

For Kandoi Estates Pvt. Ltd.
Director

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA, BHUBANESWAR

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 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 befit 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.

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy K Roy

For Kandoi Estates Pvt. Ltd.
Director

W2 —

OFFICE OF THE DIST
KHURDA, BHUBANESWAR

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 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 18000 sqft SBA, specified as allocation of the land owners**).

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy Kumar

W2 —

For Kandoi Estates Pvt. Ltd.
Director

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA, BHUBANESWAR

iii. The Developer/Promoter has paid a nonrefundable amount of **Rs.10,00,000/- (Rupees Ten lakh) only** to the land owner through account transfer vide RTGS **No:ICICR42021120300539083, Dtd:03/12/2021**.

iv. The Developer/Promoter has also paid a **sum of Rs.10,00,000/- (Rupees Ten lakh) only** to the Land owner at the time of execution of registered GPA and also agrees to pay the certain amount required by land owners, which shall be refundable/adjustable against the land owners share without any interest. The land owner does hereby agree to acknowledge the said payments receivable by him.

v. That, the land owner gives license and express permission to the developers to enter upon the said property and shall have absolute authority and competency to commence, carryon and complete the development of the land in accordance with the permission granted. The said license to develop the property is personal and is not assignable without the consent of the owner.

vi. That, the land owner shall at the request and cost of the developer sign and execute papers, documents, applications of approval of the building plans from any authority or department.

vii. That, the land owner shall execute the sale conveyances in favour of the intending flat owners in the proposed complex, at the advice of the builders, transferring proportionate impartible undivided share in the project land as enjoyed in the Orissa Apartment Ownership Act, 1982 and the rules framed there under as soon as the

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy Kumar Pg
W2 —

For Kandoi Estates Pvt. Ltd.
Director

OFFICE OF THE DISTRICT SUB-REGISTRAR
ଜିଲ୍ଲା ଉପନିବନ୍ଧକ ଦପ୍ତର
ଖୋର୍ଦ୍ଧା, ଭୁବନେଶ୍ୱର
KHURDA, BHUBANESWAR

land became freehold at the cost of the concerned occupiers without demanding for any more money.

viii. That the land owner declare that, he is entitled to enter into this agreement with the Builder/Developer and that he has not agreed, committed contracted or entered into 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.

Evos Buildcon Pvt. Ltd.
Managing Director

W1 – Bijoy

W2 –

For Kandoi Estates Pvt. Ltd.
Director

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA, BHUBANESWAR

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 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 18000 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

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy w Pos h

For Kandoi Estates Pvt. Ltd.

W2 — Director

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA, BHUBANESWAR

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, 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.

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy

For Kandoi Estates Pvt. Ltd.
Director

W2 —

OFFICE OF THE DISTRICT SUB-REGISTRAR
KHURDA
BANESWAR

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 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

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bitoy M Pozi

W2 —

For Kandoi Estates Pvt. Ltd.
Director

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 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.

Evos Buildcon Pvt. Ltd.
Managing Director

W1 — Bijoy

W2 —

For Kandoi Estates Pvt. Ltd.
Director

1. **Settlement Khata No. 190, Plot No: 2208, Kisam-Biali Do-Fasal, Area A0.175 dec out of area A0.700 decimals.**
2. **Mutation Khata No. 729/952, Plot No: 2208/3451, Kisam-Biali Do-Fasal, Area A0.060 dec out of area A0.120 decimals.**
3. **Settlement Khata No. 57, Plot No: 2220, Kisam- Sarad-I, area A0.190 dec (Full Plot).**

Total :- 1(one) Mouza, 3 (Three) Nos. Khata, 3 (Three) Nos. Plot, total area: Ac0.425 dec

Govt. Valuation of the property: 79,90,000/-
(Seventy nine Lakash ninity 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. Bijoy Kr Pyli
S/o B.C Pyli
Qrt - 280 Sutth Mrs

For Kandoi Estates Pvt. Ltd.
Director

2

Babuli Charan Pachhari

Signature of the First Party
Evos Buildcon Pvt. Ltd.
Kalerya Kishore Pati
Managing 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.

Advocate

IMPOUND CASE NO. 164 DT. 08-2-22
Certified that the deficit stamp duty of
Rs. 1,59,700/- (One lakhs Fifty Nine thousand Seven Hundred Five) Only
Rupees ..... Dt. .....
deposited vide D.D. No. ..... Dt. .....
in respect of document ID No. 108220 1608

Registering Officer
Bhubaneswar

REGISTERED & TRUE COPY
FILED IN
BOOK NO. .....
Volume No. .....
Pages ..... to .....
Being No. .....
For the year 2022
108220 1608

Dt 08-2-22

Af. 425 nos
1,88,000/-
18,800/-
Prue

Valuation Report

Application No- **1082201608** Registration Office- **KHURDA(BBSR)**

DEED DETAILS

Application Type- **AGREEMENT OF SALE WITH POSSESION** Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1082201608	04-FEB-22	04-FEB-22	1	15		

FEE DETAILS (In `.)

Stamp Duty : 159800
Consideration Amount : 7990000
Benchmark Value : 5444986

☐ STAMP ☐ E-STAMP ☐ FRANKING

☐ CASH ☐ CHEQUE ☐ DD ☐ POS
☐ NEFT ☐ RTGS ☐ IMPS ☐ IFMS

Registration Fee : 0
A(10): 159800
Incidental Fee Details
User Charges : 700

☐ 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
BABULI CHARAN PADHIHARY	FATHER	DHRUBA CHARAN PADHIHARY	MALE	45	Business	General	FIRST PARTY/SELF	YES	YES	AT/PO-RAGHUNATHPUR, PS-NANDANKANAN, BBSR, DIST-KHORDHA

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
MS EVOS BUILDCON PVT LTD ITS MD SRI KALINGA KESHARI RATH				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
MS EVOS BUILDCON PVT LTD ITS MD SRI KALINGA KESHARI RATH	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
SWARAJ PADHIHARY ALIAS SAMAL		SAMEPLACE	MALE	0	Others	O

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
KHURDA	RAGHUNATHPUR (BALIPADA)-14	57	2220	0.19 Acre (190Decimal)	SARAD-I	2147000	Not Available	Not Available

East	West	North	South	Property Transaction Details
NM	NM	NM	NM	AGREEMENT AREA AC 0.190 DEC, TOTAL AREA AC 0.425 DEC

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
KHURDA	RAGHUNATHPUR (BALIPADA)-14	729/952	2208/3451	0.06 Acre (060Decimal)	BIALI DO FASAL	7986	Not Available	Not Available

East	West	North	South	Property Transaction Details
NM	NM	NM	NM	AGREEMENT AREA AC 0.060 DEC OUT OF AREA AC 0.120 DEC

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
KHURDA	RAGHUNATHPUR (BALIPADA)-14	190	2208	0.175 Acre (175Decimal)	BIALI DO FASAL	3290000	Not Available	Not Available

East	West	North	South	Property Transaction Details
NM	NM	NM	NM	AGREEMENT AREA AC 0.175 DEC OUT OF AREA AC 0.700 DEC

The total transacted area is:0.425 acre(s).

APPLICATION ID CREATED BY : PRAKASH RANJAN ACHARYA

DOCUMENT ENTERED BY : DIBYA JYOTI ROUT