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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.

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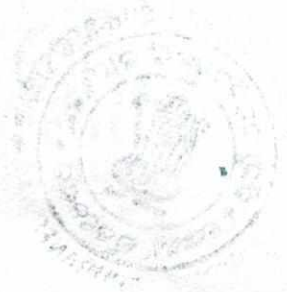
42,00,000/-

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TREASURY
BHUBANESWAR
27 SEP 2022
J.R.
ADDL. TREASURY OFFICER

B.K. PANDA
STAMP VENDER
BHUBANESWAR



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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)-84000 ,, User Charges-670 ,Total 84670

Date: 30/09/2022


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 **HARIHAR OJHA** , son/wife of **LATE DHADI OJHA** , of **AT- RAGHUNATHPUR, PO/PS- NANDANKANAN, DIST- KHORDHA** , by caste **General** , profession and finger prints affixed.



Signature of Presenter / Date: 30/09/2022


Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
HARIHAR OJHA	-----	-----	-----	
MS EVOS BUILDCON VT. LTD. THROUGH S MANAGING IRECTOR KALINGA ESHARI RATH		 243475200		14-Oct-2022

Authenticated by **BIJOY KUMAR PADHI** Son/Wife of **BAISHNAB CHARAN PADHI** of 780, SAHEED NAGAR, BBSR, DIST- KHORDHA by

profession Others

BIJOY KUMAR PADHI		 42505871	Bijoy kumar	30-Sep-2022
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Identified by JYOTI RANJAN OJHA Son/Wife of HARIHAR OJHA of SAME PLACE by profession Others

JYOTI RANJAN OJHA	-----	-----	-----	
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Date: 30/09/2022

Execution is admitted by :

Date:



Signature of Registering officer 

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 : 311

Document Number : 11082214032

For the year : 2022

Seal :

Date: 18/10/2022

Signature of Registering officer 



Handwritten signature: Harihar Ojha

Handwritten signature: Kalanga Keshari

Handwritten signature: Harihar Ojha

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 30th of September, 2022 at Bhubaneswar.

BETWEEN.

Sri. Harihar Ojha, aged about 65 years, S/o- Late Dhadi Ojha, resident of Village: Raghunathpur, Po./PS: Nandankanan, Bhubaneswar, Dist: Khurda, By Profession: Business, Aadhar No:6751 4248 4254, Contact No: ~~8917566852~~ (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.
Kalanga Keshari
Managing Director

w1 - ~~Jyoti Ranjan Ojha~~
w2 - ~~Bitoy K. Patra~~

↑ Hasi kar oja



VTI-1502

Commission is hereby issued U/s 33. Sub Section (3) Sub Section (2) of Registration Act 1908 (XVI) of 1908 to Narain Prasad Singh Raj Kumar for the Purpose of Inquiring whether this document has been executed by Harihar Oja of Rashunathpur, Nandan Kanan, BBSK, Khorcha whom it Purports to have been executed

Registering Officer

↑ Hasi kar oja

30.9.2022

Jyoti Ranjan oja

S/O Hasi kar oja

AT/PO Rayhunathpur

Bhubaneswar

8917571614



VTI-1503

Having Visited the Residence of Harihar Oja at 8:30 pm on the 30/9/2022 at Rashunathpur, Nandan Kanan, BBSK, Khorcha I have this day examined the said document Who have been identified to my satisfaction by Jyoti Ranjan Oja of the same place and the said Harihar Oja, Rashunathpur, BBSK admitted execution of this document.

From the above report I am satisfied that the document has been executed by.....

Harihar Oja

and I accordingly to registration

Registering Officer

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.- Bharatpur, 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 - Business, Contact No:**9040051152**. 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, 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 and the 1st party/land owner is in peaceful possession over the same, which is more particularly and more fully described in the schedule of property mentioned below.

WHEREAS, the First Party hereby declares that the said property is free from all encumbrances, litigations, mortgages, attachments, assignees, etc whatever in nature and the 1st Party

Evos Buildcon Pvt. Ltd.

Kalinga Keshari Rath
Managing Director

✓ Kalinga Keshari Rath

Jyoti Ranjan Singh
Bijoy K. Patil



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declares that he is in peaceful possession of the same without any dispute.

AND WHEREAS, the member of **1st Party** is 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 complicity 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/ Second Party to cause development and construction of the project with the dominant object of timely completion.

2. **COMMENCEMENT**

The agreement shall commence from theth day of, 2022.

Jyoti Ranjan gha
Bijay h pari

Evos Buildcon Pvt. Ltd.
Kalyan Keshari Patra
Managing Director

✓ Hari hoo gha



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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.
- 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

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Evos Buildcon Pvt. Ltd.
Kalaya Keshari Patra
Managing Director

Jyoti Ranjan Ojha
Bitoy k Patra



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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 :-** Means the allocation of carpet area of the 1st party/Land owner share **9583(Nine Thousand Five Hundred Eighty Three) sqft** out of the total carpet area out of the below mentioned below schedule of property in 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. Govt. Charges and /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.
- k) **PAYMENT:** That the 2ndParty/ Builder have herewith agreed to pay a sum of **Rs.50,00,000/- (Rupees Fifty Lakh)** only to the 1stParty/ Land

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Evos Buildcon Pvt. Ltd.
Kalega Keshari Patil
Managing Director

Jyoti Ranjan Ojha
Bitoy K. Patil



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owner and the land owner has agreed to accept the same in two phase. i.e. **Rs.10,00,000/- (Rupees Ten Lakh)** only vide NEFT No:ICICR42022091300528588, Dtd:13/09/2022 and **Rs.15,00,000/- (Rupees Fifteen Lakh)** only vide Cheque No:030172, Dtd:07/09/2022 at the time of execution of this agreement and **Rs.25,00,000/- (Rupees Twenty-Five Lakh)** only vide Cheque No: 030173, Dtd:07/09/2022. 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.50,00,000/- (Rupees Fifty 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 2nd Party will pay Rs.8000 (Rupees Eight 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 injunction/restraint passed by any court by virtue of any litigation caused by the 1st 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

Evos Buildcon Pvt. Ltd.
Kalinga Keshari Patra
Managing Director

Jyoti Ranjan Ojha
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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, 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

Evos Buidcon Pvt. Ltd.

Xalaha Keshari Patra
Managing Director

✓ Harihar Patra

Jyoti Ranjan Patra
Bijoy Patra



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Party/ Developer shall do the construct of **his share and owners(1st Party) share** in a parallel manner .

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 the Builder. However, the laborers/employees engaged/employed by the Builder for construction of the multi-storey Residential Apartment(s)

✓ At 10:00 hrs on 07/08/2018

Evos Buildcon Pvt. Ltd.

Kalanga Kishore
Managing Director

Iyoti Ranjan Singh
Birender Singh



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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.

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

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Evos Buildcon Pvt. Ltd.
Kalega Kharari Prava
Managing Director

Jyoti Ranjan gha
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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.

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 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.
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

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Evos Buildcon Pvt. Ltd.

Kalerga Keshari Pasha
Managing Director

Jyoti Ranjan Singh
B.T. Singh



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- 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.
 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 and the developer shall obtain and provide occupancy certificate to the land owner.
 23. 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

✓ Hari har oha

Evos Buidcon Pvt. Ltd.
Kalyan Keshari Patil
Managing Director

Syoti Ranjan oha
Bijay Patil



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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.

Settlement Khata No: 267, Stithiban Plot No: 2214, area: Ac.0.200 decimal, Kisam: Gharabari, within the jurisdiction of Bhubaneswar Development Authority (BDA), and District Sub-Registrar (DSR), Khordha at Bhubaneswar

Govt. Valuation of the property's: Rs.42,00,000/-

(Rupees Forty-Two lakh 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. Jyoti Banjanan

Jyoti Banjanan

Signature of the First Party

Evos Buildcon Pvt. Ltd.

2. Biju K. Panigrahi
B.C. Panigrahi
no. 2805 cm

Biju K. Panigrahi
Managing Director

3. *[Signature]*

Signature of the Second Party

Certificate

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

Advocate

[Signature]



Jyoti Banjanan



IMPOUND CASE NO. 1468 DT. 01.10.22

Certified that the stamp duty of
Rs. 83,900/-
Rupees ~~Eighty~~ ^{Three Thousand} ~~Five~~ ^{Nine Hundred} -
deposited ~~Eighty~~ ^{Eighty} ~~Five~~ ^{Five} only
in respect of document No. 108214311

Registering Officer
Bhubaneswar

Ac. 2007ep
2,19,00,000/-
2,10,000/-
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Volume No.
Pages to
Page No.
of the year 2022
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01.10.22