

Office : KHURDA(BBSR)
Executant Name
ARUNDHATI HARICHANDAN

RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)
Year : 2022

Presenter Name
ARUNDHATI HARICHANDAN

Application id: 1082211907

Book No : 1

Claimant Name
MS EVOS BUILDCON PVT. LTD. THROUGH
ITS MANAGING DIRECTOR KALINGA
KESHARI RATHI

Total Registration Fees Paid : _____ has been authorised to receive the document.
A(10):

Incidental Fee Details

User Charges :

Expected date of return of document :

Date: 12-Aug-2022

Signature of the Registering Officer *[Signature]*

15355
14700

Signature of the Presentant

655
12-Aug-2022

Date: *Arundhati*
Signature of the Receiver *Harichandan*

Registration Office : KHURDA(BBSR)
Executant Name
ARUNDHATI HARICHANDAN

RECEIPT UNDER SECTION 52 CLAUSE (B) (TriPLICATE)
Year : 2022

Presenter Name
ARUNDHATI HARICHANDAN

Application id: 1082211907

Book No : 1

Claimant Name
MS EVOS BUILDCON PVT. LTD. THROUGH
ITS MANAGING DIRECTOR KALINGA
KESHARI RATHI

Total Registration Fees Paid : _____

Incidental Fee Details

User Charges :

Expected date of return of document :

Date: 12-Aug-2022

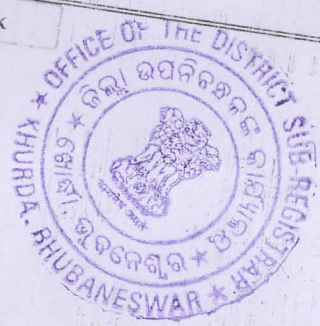
Signature of the Registering Officer *[Signature]*

15355
14700

Date: *Arundhati*
Signature of the Receiver *Harichandan*

- 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.

Back



1082211907

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N 096633



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15280

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Collaboration Agreement

12.08.2022



Attendants
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DISTRICT TREASURY
KHURDA, BHUBANESWAR
04 AUG 2022
ADDL. TREASURY OFFICER

R.C. SAHOO
STAMP VENDER
BHUBANESWAR

Kalaya Keshu Das



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401
12/8/22



Arundhati Harichandan



Kalyan Kishore Das



Arundhati Harichandan

17.08.2022

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 12th of August, 2022 at Bhubaneswar.

BETWEEN.

Smt. Arundhati Harichandan, aged about 36 years, W/o: Dhiren Kumar Harichandan, D/o- Gandharba Harichandan, resident of Plot No: 1028, Ishwar Bhaban, At/PO/P.S: nayapalli, Bhubaneswar, Dist: Khurda-751012, by Caste: Khandayat, By Profession: Housewife, Aadhar No:5787 6331 3075.(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"**

Evos Buildcon Pvt. Ltd
Kalyan Kishore Das
Managing Director

Dr. Bijoy Mohapatra
Sarom Das

16.02.2016

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AND

M/S EVOS Buildcon Pvt. Ltd., a company registered under the Companies Act, 1956 Vide CIN : U70101OR2010PTC012674 (PAN-AACCE5477G). having its office at Plot No:- M/76, Baramunda Housing Board Colony, Baramunda, P.S.- 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, 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 which is being 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 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 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
Kalinga Keshari
Managing Director

Asundhati
Hemichandan

W. - Raju Kishore
Saroj Kishore



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
5© Fees Paid : A(10)-14700 ,, User Charges-655 ,Total 15355

Date: 12/08/2022

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 12/08/2022 by ARUNDHATI HARICHANDAN, son/daughter/wife of DHIREN KUMAR HARICHANDAN, of AT/PO/PS- NAYAPALLI, BBSR, DIST- KHURDA, General, profession Others and finger prints affixed.



Arundhathi
Harichandan

Signature of Presenter / Date: 12/08/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
ARUNDHATI HARICHANDAN		 315660690	Arundhathi Harichandan	12-Aug-2022
MS EVOS BUILDCON PVT. LTD. THROUGH ITS MANAGING DIRECTOR KALINGA KESHARI RATH		 243395514	Kalinga Keshari Rath	12-Aug-2022

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 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

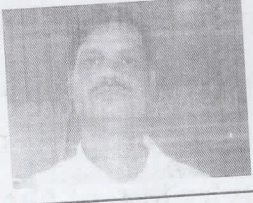

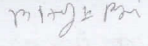
The Agreement shall commence from the 12th day of August, 2022.

Evos Buildcon Pvt. Ltd
Kalya Kishore Patil
Managing Director

Asundhanti Harichandan

Dr. Piyajit K. Patil
Saron Kumar

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		 42444350		12-Aug-2022

Signature of Registering officer 

Date: 12/08/2022

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 : 11082211220

For the year : 2022

Seal :

Date: 13/08/2022

Signature of Registering officer 

Print



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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 law-enforce to be sanctioned and approved by the Planning Authority

Aswinderhathi Hansi Chandan
Evos Buildcon Pvt. Ltd
Kaleha Kishore (P)
Managing Director

Mr. Bitoy Majhi Page 4 of 11
Sankar Das

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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 **1456(One Thousand Four Hundred Fifty Six) sqft of carpet area** 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.
- k) **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.10000 (Rupees Ten Thousand) only** for each flat per month, unless prevented by reasons/factors beyond the control of the

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Arundhanti

Evos Buildcon Pvt. Ltd
Xalega Xubhate 2019
Managing Director

Sarwan Kumar

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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 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.

Hari Chandra

Asundhetti

Evos Buildcon Pvt. Ltd
Xalanga Xelkard path
Managing Director

Sarosh Kumar

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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 **her 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.

Herji Chandan

Arundhati

Evos Buildcon Pvt. Ltd
Kalyan Kishore
Managing Director

Sarwan Kumar

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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) 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.

Evos Buildcon Pvt. Ltd
Xalanga Xilward
Managing Director

Arzundhati Harichandan

Sarwan Singh

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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.
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.

Aparadhathi Harichandan

Evos Buildcon Pvt. Ltd.
Rajesh Subhate
Managing Director

Saravanan

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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.
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

Horsechandran

Arundhati

Evos Buildcon Pvt. Ltd
Kaleha Kishore Das
Managing Director

Sarom Wajan

Mr. Sub. Dir. Khurda
E. O. B. No. 104/1969

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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. **Mutation Khata No: 729/4028, Stithiban Plot No: 2206/4080/5402, area: Ac.0.035 decimal**, Kisam: Biali Dofasal, within the jurisdiction of Bhubaneswar Development Authority (BDA), and District Sub-Registrar (DSR), Khurda at Bhubaneswar

Govt. Valuation of the property's: Rs.7,35,000/-

(Rupees Seven lakh Thirty-Five 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. *Arundhati Harichandan*

Arundhati Harichandan

Signature of the First Party

Evos Buildcon Pvt. Ltd

Kalanga Keshava Prasad

Managing Director

Signature of the Second Party

2

Sanghvi

Sanghvi

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

12-08-2022



IMPOUND CASE NO. 1239 DT. 12/8/22

Certified that the deficit stamp duty of
Rs. 14,600 less of Rs. 5
Rupees... Fourteen thousand Six Hundred and five
deposited vide B.N. No. Dt.
in respect of document ID No. 108221907

Registering Officer
Bhubaneswar

REGISTERED & TRUE
FILED IN
BOOK NO.
Volume No.
Pages to
Serial No.
for the year 2022

108221907

18/8/22



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per acre

