ARUPA NANDA DAS
(LL.Com, LL.B)
ADVOCATE
ORISSA HIGH COURT, CUTTACK

Residence
Journalist colony lane,
Madhusudan Nagar
Tulispur, Cuttack-8,
Ph.No. 0671-2302702
Mob. No. 9437020702

Date-26-06-2006

To.
The Senior Manager
Canara Bank,
Baxibazar, Branch,
Cuttack.

LSR-III

Sub: - Legal Scrutiny Report after verifying all the relevant documents in respect of the Properties of Sri Abhishek Gupta, S/o Sri Mahendra Kumar Gupta, residing at-Gupta Niwas, Cuttack Road, P.S-Laxmisagar, Town-Bhubaneswar, Dist-Khurda, By Cast-Vaishya, By Occupation-Business. for sanction of loan in favour him.

APPENDIX – 1

I. LIST OF DOCUMENTS :-

Sl.No	Date of Documents	Name of the Documents	Whether Original/ Certified/True Copy/ Xerox Copy	
01	27.03.2006 ✓	Regd. Sale Deed No-1340	Original	
02	20.02.1987 ✗	R.O.R of Khata No-1221 in the name of Sri Sitakanta Mishra	Original	LSR-I
03	08.02.2006 ✗	Rent Receipt No.-J-904821	Original	
04	27.03.2006 ✓	Regd. Sale Deed No-1344	Original	
05	20.02.1987 ✗	R.O.R of Khata No-290, in the name of Sri Chandramadhab Mishra	Xerox	LSR-I
06	08.02.2006 ✗	Rent Receipt No.-J-904822	Original	
07	27.03.2006 ✓	Regd. Sale Deed No-1345	Original	
08	20.02.1987 ✓	R.O.R of Khata No-215, in the name of Sri Gadadhar Mishra	Original	
09	08.02.2006 ✓	Rent Receipt No.-J-904818	Original	
10	27.01.2006 ✓	Encumbrance Certificate No.38	Original	LSR-I
11	30.12.2005 ✓	Encumbrance Certificate No.287	Original	LSR-I

Available sale deed No. 1339 of J. Gupta

Available sale deed No. 1346 of J. Gupta

12	27.01.2006	Encumbrance Certificate No.42	Original
13	30.12.2005	Encumbrance Certificate No.286	Original
14	27.01.2006	Encumbrance Certificate No.37	Original
15	30.12.2005	Encumbrance Certificate No.282	Original

II. DESCRIPTION OF PROPERTY SCRUTINISED :-

A. Dist- Puri, SRO- Satyabadi, Tahasil- Puri Sadar No-491, P.S-Satyabadi No-120, Mouza- Biramchandrapur, Consolidation Khata No-1221, Status- Stitiban, Plot No-2459, Area-A0.81 dec., Kissam– Jalasaya-2, Plot No-2461, Area- A0.12 dec, Kissam-Patita, Plot No- 2554, Area- A0.64 dec, Kissam- Patita.

Bounded By- North- Road, South- Rev. Plot No-2540, East- Rev. Plot Nos-2462, 2463, 2464,2666,2467,2553,2541,2543,2544 and 2546, West- Rev. Plot Nos-2438, 2444, 2445, 2446, 2451,2453, 2454, 2455, 2457, 2458, 2555, 2556 and 2557.

B. Dist- Puri, SRO- Satyabadi, Tahasil- Puri Sadar No-491, P.S-Satyabadi No-120, Mouza- Biramchandrapur, Consolidation Khata No-290, Status- Stitiban, Plot No-2462, Area-A2.81 dec., Kissam– Bhagayat-1, Plot No-2460, Area-A0.23 dec., Kissam– Bhagayat-I.

Bounded By- North- Road, South- Rev. Plot No-2463, East- Village Road, West- Rev. Plot No-2459, 2461 and 2438.

Plot No-2345, Area-A0.08 dec., Kissam– Bhagayat-1, Plot No-2386, Area-A0.21 dec., Kissam– Bhagayat-III.

Bounded By- North- Rev. Plot No-2401, South- Rev. Plot No-2387, East- Rev.Plot No-2390, West- Rev. Plot No-2383 and 2384.

Plot No-2304, Area-A0.04 dec., Kissam-Bhagayat-I, Plot No-2305, Area-A0.05 dec., Kissam–Bhagayat-I, Plot No-2306, Area-A0.10 dec., Kissam– Bhagayat-1, Plot No-2307, Area-A0.38 dec., Kissam– Bhagayat-II, Plot No-2308, Area-A0.02 dec., Kissam–Bhagayat-I, Plot No- 2309, Area A0.02 dec., Kissam-Nyanjori.

Bounded By- North- Rev.Plot No-2303, South- Rev. Plot No-2312, East- Rev.Plot No-2315 and Road, West- Rev. Plot No-2272 and Railway Department.

C. Dist- Puri, SRO- Satyabadi, Tahasil- Puri Sadar No-491, P.S-Satyabadi No-120, Mouza- Biramchandrapur, Consolidation Khata No-215, Plot No-2463, Area-A0.69 dec., Kissam– Bhagayat-II, Status- Stitiban.

Bounded By- North- Rev.Plot No-2462, South- Rev.Plot No-2464, East- Village Road, West- Rev. Plot No-2459.

III. GENISIS & FLOW OF TITLE: -

Schedule-II (A) Property:-

On careful perusal of the documents it appears that during the Consolidation Operation the above said Scheduled Property was recorded in the name of Sri Sitakanta Mishra, S/o Sri Chandra Madhab Mishra, resident of Patuari, in the Dist. of Puri and accordingly the Consolidation R.O.R was published in his name in the year 1987 and Sri S. Mishra was the owner in peaceful possession over the Scheduled Property, in question.

It further appears that Sri Sitakanta Mishra have transferred the above said land, in favour of Sri Abhishek Gupta, S/o Sri Mahendra Kumar Gupta, residing at Gupta Niwas, Cuttack Road, P.S- Laxmisagar, Town-Bhubaneswar, Dist-Khurda, by virtue of Execution of Registered Sale Deed No.-1340 dated-27.03.2006, before the District Sub-Registrar, Puri.

Now since then Sri Abhishek Gupta is the lawful owner in peaceful possession over the above said Schedule-II (A) Property and accordingly he has paid the rent in respect of the said Land.

Schedule-II (B) Property:-

On careful perusal of the documents it appears that during the Consolidation Operation the above said Scheduled Properties were recorded in the name of Sri Chandra Madhab Mishra, S/o Late Laxman Mishra, resident of Patuari, in the Dist. of Puri and accordingly the Consolidation R.O.R was published in his name in the year 1987 and Sri C.M. Mishra was the owner in peaceful possession over the Scheduled Properties, in question.

It further appears that Sri Chandra Madhab Mishra have transferred the above said lands in favour of Sri Abhishek Gupta, S/o Sri Mahendra Kumar Gupta, residing at Gupta Niwas, Cuttack Road, P.S- Laxmisagar, Town-Bhubaneswar, Dist-Khurda, by virtue of Execution of Registered Sale Deed No.-1344 dated-27.03.2006, before the District Sub-Registrar, Puri.

Now since then Sri Abhishek Gupta is the lawful owner in peaceful possession over the above said Schedule-II (B) Property and accordingly he has paid the rent in respect of the said Land.

Schedule-II (C) Property:-

On careful perusal of the documents it appears that during the Consolidation Operation the above said Scheduled Properties were recorded in the name of Sri Gadadhar Mishra, S/o Late Jagannath Mishra, resident of Ramadeipur, in the Dist. of Puri and accordingly the Consolidation R.O.R was published in his name in the year 1987 and Sri G. Mishra was the owner in peaceful possession over the Scheduled Property, in question.

It further appears that Sri Gadadhar Mishra have transferred the above said land in favour of Sri Abhishek Gupta, S/o Sri Mahendra Kumar Gupta, residing at Gupta Niwas, Cuttack Road, P.S- Laxmisagar, Town-Bhubaneswar, Dist-Khurda, by virtue of Execution of Registered Sale Deed No.-1345 dated-27.03.2006, before the District Sub-Registrar, Puri.

Now since then Sri Abhishek Gupta is the lawful owner in peaceful possession over the above said Schedule-II (C) Property and accordingly he has paid the rent in respect of the said Land.

That the above said Schedule-II Properties are free from all sorts of Act and Encumbrances for a period more than 13 years as evident from the Encumbrance Certificates, attached herewith.

That Sri Abhishek Gupta is advised to submit an Affidavit in respect of the Schedule-II Properties, as described above, mentioning therein:-

1. NIL Encumbrances.
2. That he has not availed any loan from any Bank or Financial Institution, by submitting the above said agreement or, by mortgaging this Property till the date of creation of EMT.
3. That the Property in question is not under attachment, in any civil, criminal or revenue proceedings and the land in question is also not subject matter of dispute in any court of law.
4. That he has not mutated the above said properties, in question, and he will immediately apply for mutation, to obtain the ROR, before the concerned Authority and will submit the same before the Bank, in original, for EMT.
5. That he will not Sell, Transfer, Alienate the said Property, in question, by any means unless and until the Loan Amount is fully liquidated which is going to be sanctioned by the Canara Bank, Buxi Bazar Branch, Cuttack.

IV. **CERTIFICATE O F TITLE:-**

A.)That, the Schedule-II Properties have clear and marketable Title, which proposed to be Mortgaged.

B.)That, the Schedule-II Properties can be valid Equitable Mortgage in favour of Bank.

C.)That the Properties, as mentioned in this report, intended to be given by way of Mortgage, is not subject matter of any minor / s or any other claims.

APPENDIX – II

I have gone through the Deeds and other documents intended to be deposited relating to the Schedule –II Properties and offered as security by way of Equitable mortgage and that the documents of title referred to above are perfect evidence of title and that if the said Equitable Mortgage is created the Document of Title are to be deposited in manner of requirements for creation of Equitable Mortgage and I further certify that :-

1.) That there are no prior Mortgage /Charges what so ever as could be seen from the Encumbrance Certificates for the period from 1st Jan.1987 to 24th Dec. 2005 pertaining to the immoval properties

covered by the above said Title Deeds and other said Documents as referred above .

2.) That there are no prior mortgage / charges to the extent of Area of Ac0.81dec., Ac0.12 dec., Ac0.64 dec., Ac2.81 dec., Ac0.23 dec., Ac0.08 dec., Ac0.21 dec., Ac0.04 dec., Ac0.05 dec., Ac0.10 dec., Ac0.38 dec., Ac0.02 dec., Ac0.02 dec., and Ac0.69 dec., of lands over which EMT can be created subject to deposit of all the ***Original of the Documents mentioned in the List of Document in Schedule-I of this report*** along with the following Documents:

i.) Up to date Rent Receipts.

ii.) Original ROR of Khata No.-290 in the name of Sri Chandra Madhab Mishra.

iii.) Original Encumbrance Certificate for the rest period from 25th dec. 2005 to till the EMT is created.

iv.) Affidavit.

Note :- ***Bank is advised to obtain the Mutation ROR, in the name of Mr. A.Gupta in respect of the Schedule-II Properties after the mutation of the said, from Mr.A.Gupta for EMT.***

3.) That there are no claims of minor /s and he / their interest in respect of the Schedule property.

4.) That there is no undivided share of any minor / s.

5.) That the property is devoid of any liabilities.

6.) That the Holding and Acquisition is in accordance with provision of Land Reform Act.

That if, the property created as EMT, will be available to the Bank for the liabilities of the intending Borrower.

I certify that ~~the above said Properties~~ Sri Abhishek Gupta has valid, clear and marketable Title, proposed to be Mortgaged, which can be a valid Equitable Mortgage in favour of Bank subject to the submission of all the Documents as mentioned above in this report.

Cuttack
Date:-26.06.2006

(ARUPANANDA DAS)
Advocate

CERTIFICATE

To,
The Senior Manager
Canara Bank
Baxibazar, Branch,
Cuttack.

Sub: - Verification of Record of the Landed Property as mention below.

Dear Sir,

This is to inform you that I have visited the office of District Sub-Registrar, Puri and verified the details, about the status of the Properties from the records & computer.

DESCRIPTION OF PROPERTY

D. Dist- Puri, SRO- Satyabadi, Tahasil- Puri Sadar No-491, P.S-Satyabadi No-120, Mouza- Biramchandrapur, Consolidation Khata No-1221, Status- Stitiban, Plot No-2459, Area-A0.81 dec., Kissam– Jalasaya-2, Plot No-2461, Area- A0.12 dec, Kissam-Patita, Plot No- 2554, Area- A0.64 dec, Kissam- Patita.

Bounded By- North- Road, South- Rev. Plot No-2540, East- Rev. Plot Nos-2462, 2463, 2464,2666,2467,2553,2541,2543,2544 and 2546, West- Rev. Plot Nos-2438, 2444, 2445, 2446, 2451,2453, 2454, 2455, 2457, 2458, 2555, 2556 and 2557.

E. Dist- Puri, SRO- Satyabadi, Tahasil- Puri Sadar No-491, P.S-Satyabadi No-120, Mouza- Biramchandrapur, Consolidation Khata No-290, Status- Stitiban, Plot No-2462, Area-A2.81 dec., Kissam– Bhagayat-I, Plot No-2460, Area-A0.23 dec., Kissam– Bhagayat-I.

Bounded By- North- Road, South- Rev. Plot No-2463, East- Village Road, West- Rev. Plot No-2459, 2461 and 2438.

Plot No-2345, Area-A0.08 dec., Kissam– Bhagayat-I, Plot No-2386, Area-A0.21 dec., Kissam– Bhagayat-III.

Bounded By- North- Rev. Plot No-2401, South- Rev. Plot No-2387, East- Rev.Plot No-2390, West- Rev. Plot No-2383 and 2384.

Plot No-2304, Area-A0.04 dec., Kissam-Bhagayat-I, Plot No-2305, Area-A0.05 dec., Kissam–Bhagayat-I, Plot No-2306, Area-A0.10 dec., Kissam– Bhagayat-1, Plot No-2307, Area-A0.38 dec., Kissam– Bhagayat-II, Plot No-2308, Area-A0.02 dec., Kissam– Bhagayat-I, Plot No- 2309, Area A0.02 dec., Kissam-Nyanjori.

Bounded By- North- Rev.Plot No-2303, South- Rev. Plot No-2312, East- Rev.Plot No-2315 and Road, West- Rev. Plot No-2272 and Railway Department.

F. Dist- Puri, SRO- Satyabadi, Tahasil- Puri Sadar No-491, P.S-Satyabadi No-120, Mouza- Biramchandrapur, Consolidation Khata No-215, Plot No-2463, Area-A0.69 dec., Kissam– Bhagayat-II, Status- Stitiban.

Bounded By- North- Rev.Plot No-2462, South- Rev.Plot No-2464, East- Village Road, West- Rev. Plot No-2459.

Further I certify that there is no prior mortgage/charge over the said Property.

(Arupa Nanda Das)
Advocate

Cuttack.
Date:-26.06.2006

1538

1340

भारत NONJUDICIAL STAMP ओडिशा ओडिशा

Rs. 0082470 27.3.06

324228 00008

INDIA ORISSA D.S.R. PURI

11270845214

PROPER OFFICER AND
DISTRICT SUB-REGISTRAR, PURI



Sitakant Mishra



Admissable under Rule-25 duly Stamped Under the Indian Stamp (Orissa Amendment) Act-1986 Schedule I. A. No. ..... 23 ... and Schedule-II (.....) of the Orissa Additional Stamp Duty Act-1958 exempted from/ does not required Stamp Duty. FEE PAID

Registering Officer, Puri

Act 20616:-
12(a) 18:-
12(b) 4:-
(c) 2:-
20640:-
(1) 50:-
(2) 10:-
20710

SALE DEED

THIS DEED OF SALE is made on this the 27th. day of March, 2006 (Two thousand six).

BETWEEN

SRI SITAKANTA MISHRA, aged about 60 years, S/o Sri Chandra Madhab Mishra, by Caste: Brahmin, by Occupation: Agriculturalist and Social Work, Resident of Patuari, P.S: Satyabadi, P.O: Sakhigopal, Dist: Puri, hereinafter called the **"VENDOR"** (which expression unless repugnant to excluded by shall include his heirs, successors and assigns) of the **ONE PART**.

Sitakant Mishra
27/03/06

W. Bankim Kumar Pahan

W. Pramod Kumar Acharya

Contd....p/2

Ranking No— 1127084-214

Sl. No — 83 Date— 27/3/06

Name S/o Srikanta Mishra

Addr

Rs 82,470/-

Srikant Mishra
Signature of Purchaser

27/3/06

Signature of Dealing Asst

Presented for Registration in the Office of the Dist. Sub-Registrar, Puri, between the hours of 10 A.M. to 2-30 P.M. on this 27th day of March 2006 by Sri Kant Mish S/o Late Chandra Mohan Mish of Puri P.S. Sadar Dist. Puri by Profession.

Registering Officer, Puri

Srikant Mishra
27/03/06

2777

EXECUTION IS ADMITTED BY THE ABOVE Srikant Mishra

Srikant Mishra
27/03/06

2778

Pramod Ku Achary
Identified by Debi Prasad Achary of the same Village by profession Puri

Registering Officer, Puri

Pramod Kumar Achary
27-3-06

2713

AND

SRI ABHISHEK GUPTA, aged about 30 years, S/o Sri Mahendra Kumar Gupta, by Caste: Vaishya, by Occupation: Business, Residing at: Gupta Niwas, Cuttack Road, P.S: Laxmisagar, Bhubaneswar, P.O: Laxmisagar, Bhubaneswar, Dist:Khurda, hereinafter called the **"PURCHASER"** (which expression unless repugnant to excluded by shall include his heirs, successors and assigns) of the **OTHER PART**.

NATURE OF DEED	:	**SALE DEED**
GOVT. VALUE	:	**Rs.10,30,800/-** (Rupees ten lakhs thirty thousand eight hundred) only.
ACTUAL TRANSACTED VALUE	:	**Rs.6,28,000/-** (Rupees six lakhs twenty eight thousand) only.

WHEREAS, I, the Vendor has agreed with the Purchaser for sale of the property morefully describe in the schedule below for the consideration of **Rs.6,28,000/-** (Rupees six lakhs twenty eight thousand) only & the Purchaser has agreed to purchase the said property free from all encumbrances charges & demand whatsoever.

WHEREAS, the schedule property has been recorded in the Final Consolidation R.O.R. published in the year 1987 in the name of the Vendor and he has also the absolute owner in peaceful possession over the below schedule property.

WHEREAS, the Vendor have decided to sale the below schedule property situated at Mouza: Biramchandrapur under P.S: Satyabadi, measuring an area **Ac1.57dec.** (One acre fifty seven decimals) for his daughter's marriage and repay the handloan.

Nilakant Nisva
27/03/06

W. [illegible]

W. Pramod Kumar Acharya

Contd....p/3

THIS DEED OF SALE WITNESSESS AS UNDER:

1) THAT, the total consideration money of **Rs.6,28,000/-** (Rupees six lakhs twenty eight thousand) only the Purchaser pay to the said Vendor by Bank Draft bearing No.542703 on dated 25.03.2006 from State Bank of India, Bhubaneswar Branch in presence of the signatory witnesses and other local gentry today. The receipt whereof the Vendor hereby acknowledge. The said Vendor out of his free will and in sound state of mind without any pressure whatsoever hereby convey and transfer by way of sale, all his rights, title and interest in and possession over the said land more specifically described at the foot of this deed unto the said Purchaser his heirs, successors in interest and assigns TO HAVE AND TO HOLD the same as absolute owner thereof free from all encumbrances and charges.

2) THAT, from the moment of the execution of this deed all the rights, title and interest of the Vendor in respect of the land under Sale deed stand transferred in favour of the Purchaser and it would be open to the said Purchaser to get his name entered in records and to use the land in whatsoever manner he likes and to exercise all the rights of a lawful owner.

3) THAT, the Vendor do hereby covenant with the Purchaser that not withstanding any thing here to before done or suffered to be done the Vendor has good and perfect, right, title and authority to convey the land, and all the common right privillages and appurtances hereby sold, conveyed and transferred to the Purchaser in the manner herein contemplated and agreed that the Vendor has not done or knowingly suffered any act, deed or thing whereby the said property is encumbered affected or impeached in estate, title or otherwise.

4) THAT, the Vendor has declare and covenant with the Purchaser that there are no encumbrances, charges, trust, liens, attachment, claims or demands whatsoever not subsisting upon the said property and that the same is not the subject matter of any suit or litigation or proceeding and has not been offered as security or otherwise to any court or revenue authority.

Nilakant Misra
27/03/06

W. [signature]

W. Pramod Kumar Acharya

Contd....p/4

5) THAT, the Vendor do hereby covenant with the Purchaser that the Purchaser shall henceforth peacefully and quietly enter into the possession and enjoy the rents and profits thereof without any let, hindrance, interruption or disturbances from or by the Vendor.

6) THAT, the Vendor do hereby declare that all land revenue payable in respect of the said property upto the date of these presents have been fully paid by the Vendor and does hereby covenant with the Purchaser that if any remains unpaid the Vendor shall discharge the same from out of their funds and so hereby agreed to reimburse the Purchaser if they pay such land revenue.

7) THAT, the Vendor do hereby covenant with the Purchaser that the Vendor shall at all times do and execute at the expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed.

SCHEDULE OF PROPERTY

Dist: Puri, Sub-Registrar: Satyabadi, P.S: Satyabadi No.120, Tahasil: Puri Sadar, Tahasil No.491 in **Mouza: Biramchandrapur** under 1987 Final Consolidation **Khata No. 1221** (One thousand two hundred twenty one), **Status: Sthitiban,**

Plot No.2459 (Two thousand four hundred fifty nine), **Jalasaya-2, Full Plot Sale Area: Ac0.81dec.** (Eighty one decimals). **Value of the Land - Rs.3,24,000/-** (Rupees three lakhs twenty four thousand) only. Annual **Rent Rs.15.40p.** (Rupees fifteen and forty paisa) only.

Plot No.2461 (Two thousand four hundred sixty one), **Patita, Full Plot Sale Area: Ac0.12dec.** (Twelve decimals). **Value of the Land - Rs.1,11,600/-** (Rupees one lakh eleven thousand six hundred) only. Annual **Rent Rs.2.30p.** (Rupees two and thirty paisa) only.

Srikakant Misra
27/03/06

W.

W. Pramod Kumar Acharya

Contd....p/5

Plot No.2554 (Two thousand five hundred fifty four), **Patita, Full Plot Sale Area:Ac0.64dec.**(Sixty four decimals). **Value of the Land - Rs.5,95,200/-** (Rupees five lakhs ninety five thousand two hundred) only. Annual **Rent Rs.12.15p.** (Rupees twelve and fifteen paisa) only. Thus the total plots are in one boundary is as follows:-

BOUNDED BY

NORTH	:	Road;
SOUTH	:	Revenue Plot No.2540;
EAST	:	Revenue Plot Nos.2462, 2463 today purchaser self and Revenue Plot Nos.2464, 2666, 2467, 2553, 2541, 2543, 2544 and 2546;
WEST	:	Revenue Plot Nos.2438, 2444, 2445, 2446, 2451, 2453, 2454, 2455, 2457, 2458, 2555, 2556 and 2557.

Total 1 (One) Khata, 3 (Three) Plots, Total Sale Area Ac1.57dec. (One acre fifty seven decimals).

The sale area indicated as Red colour in the sketch map attached herewith.

This property neither come under the purview of U/s.19 of O.H.R.E.Act nor Public religious property.

We the Vendor and Purchaser does not belongs to Schedule Caste or Schedule Tribe community.

Read & found Correct.

Sitakant Rejva
27/03/06

27/03/06

VENDOR **PURCHASER**

W. [illegible]

W. Pramod Kumar Acharya

Contd....p/6

IN WITNESSES WHEREOF the above named Vendor executed this Deed of Sale out of free will and volition and after being understood the contents of this Deed on this the 27th. day of March, 2006.

WITNESSES:

1) Bibhuti Bhusan Patra
S/o Braja bihari Patra
1302/C Sastri Nagar
Bhubaneswar
Dist. Khurdha

Kishore Kumar Das
27/03/06
Signature of the **VENDOR**

2) Pramod Kumar Acharya
Late - Banda pani Acharya
Plot - 746, Baramunda
Bhubaneswar
Dist - Khurda

CERTIFICATE

Certified that the executant is my client. The terms and the conditions of this Sale Deed has been dictated by me as per the version of the executant and has been Computerised accordingly.

Drafted by :

Ashok Kumar Das
Advocate, Puri 27/3/06

Computerised by: ***Jubulee System, Puri.***

1542

1344

भारत NONJUDICIAL STAMP ओडिशा ओडिशा
Rs. 0149700 27.3.06
INDIA ORISSA 324228 00008 D.S.R. PURI
112708402 18



Chandramadhab Mishra

27/03

PROPER OFFICER AND DISTRICT SUB-REGISTRAR, PURI



Admissable under Rule-25 duly Stamped Under the Indian Stamp (Orissa Amendment) Act 1986 schedule I. A. No..... ..... and schedule-II (.....) Fifty Rupees Additional Stamp Duty Act-1970 exempted from/ does not required Stamp duty. FEE PAID

Registering Officer, Puri

Fee 37425.-
Regn 24.-
Copy 4.-
Scan 2
Total 60.-
Typing 10
37520/-

SALE DEED

THIS DEED OF SALE is made on this the 27th. day of March, 2006 (Two thousand six).

BETWEEN

SRI CHANDRA MADHAB MISHRA, aged about 82 years, S/o Late Laxman Mishra, by Caste: Brahmin, by Occupation: Agriculturalist and Social Activist, Resident of Patuari, P.S: Satyabadi, P.O: Sakhigopal, Dist: Puri, hereinafter called the **"VENDOR"** (which expression unless repugnant to excluded by shall include his heirs, successors and assigns) of the **ONE PART.**

Chandramadhab Mishra 27.3.06

W. Bodhi Ram Sahoo

W. Pramod Kumar Achary

Contd....p/2

Pratiling No.— 1127084D218

Sl. No - 78 Date— 27.9.06

Name Sri Chandra Madhab Mishra, S/o late

Addr Vill/P Ntnagar Dist. Cuttack Lakmanpur Dist. Jagatsinghpur

Rs. 1,49,700/-

Chandramadhab Mishra
Signature of Purchaser

Signature of Dealing Asst

27.3.06

Presented for Registration in the Office of the Dist. Sub-Registrar, Puri, between the hours of 10 A.M. to 2-30 P.M. on the 27th day of March - 2006 by Chandra Madhab Mishra S/o Late Lingaraj Mishra of Nehrusen P.S. Sahid Dist. Puri by Profession.

Registering Officer, Puri

Chandramadhab Mishra
27.3.06

2776

ADMITTED

Chandramadhab Mishra

Chandramadhab Mishra
27.3.06

2776

Pramod Ku Acharya
Pramod Kumar Acharya
Sole Bondapani Acharya

Pramod Kumar Acharya
27-3-06

AND

SRI ABHISHEK GUPTA, aged about 30 years, S/o Sri Mahendra Kumar Gupta, by Caste: Vaishya, by Occupation: Business, Residing at: Gupta Niwas, Cuttack Road, P.S: Laxmisagar, Bhubaneswar, P.O:Laxmisagar, Bhubaneswar, Dist:Khurda, hereinafter called the **"PURCHASER"** (which expression unless repugnant to excluded by shall include his heirs, successors and assigns) of the **OTHER PART.**

NATURE OF DEED : **SALE DEED**

GOVT. VALUE : **Rs.18,71,200/-**

(Rupees eighteen lakhs seventy one thousand two hundred) only.

ACTUAL TRANSACTED VALUE : **Rs.15,76,000/-**

(Rupees fifteen lakhs seventy six thousand) only.

WHEREAS, I, the Vendor has agreed with the Purchaser for sale of the property morefully describe in the schedule below for the consideration of **Rs.15,76,000/-** (Rupees fifteen lakhs seventy six thousand) only & the Purchaser has agreed to purchase the said property free from all encumbrances charges & demand whatsoever.

WHEREAS, the schedule property has been recorded in the Final Consolidation R.O.R. published in the year 1987 in the name of the Vendor and he has also the absolute owner in peaceful possession over the below schedule property.

WHEREAS, the Vendor have decided to sale the below schedule property situated at Mouza: Biramchandrapur under P.S: Satyabadi, measuring an area **Ac3.94dec.** (Three acre ninety four decimals) for repair and construction of his dwelling house, repay the handloan, other legal necessities including the medical expenses for his physical treatment etc.

Chandra Madhab Mishra
27.3.06

W. [illegible]

W. Pramod Kumar Acharya

Contd....p/2

THIS DEED OF SALE WITNESSESS AS UNDER:

1) THAT, the total consideration money of **Rs.15,76,000/-** (Rupees fifteen lakhs seventy six thousand) only the Purchaser pay to the said Vendor by Bank Draft bearing No.063406 on dated 25.03.2006 from State Bank of India, Bhubaneswar Main Branch in presence of the signatory witnesses and other local gentry today. The receipt whereof the Vendor hereby acknowledge. The said Vendor out of his free will and in sound state of mind without any pressure whatsoever hereby convey and transfer by way of sale, all his rights, title and interest in and possession over the said land more specifically described at the foot of this deed unto the said Purchaser his heirs, successors in interest and assigns TO HAVE AND TO HOLD the same as absolute owner thereof free from all encumbrances and charges.

2) THAT, from the moment of the execution of this deed all the rights, title and interest of the Vendor in respect of the land under Sale deed stand transferred in favour of the Purchaser and it would be open to the said Purchaser to get his name entered in records and to use the land in whatsoever manner he likes and to exercise all the rights of a lawful owner.

3) THAT, the Vendor do hereby covenant with the Purchaser that not withstanding any thing here to before done or suffered to be done the Vendor has good and perfect, right, title and authority to convey the land, and all the common right privillages and appurtances hereby sold, conveyed and transferred to the Purchaser in the manner herein contemplated and agreed that the Vendor has not done or knowingly suffered any act, deed or thing whereby the said property is encumbered affected or impeached in estate, title or otherwise.

Chandana Dhaga Mishra
27.3.06

W.

W. Pramod Kumar Acharya

Contd....p/4

4) THAT, the Vendor has declare and covenant with the Purchaser that there are no encumbrances, charges, trust, liens, attachment, claims or demands whatsoever not subsisting upon the said property and that the same is not the subject matter of any suit or litigation or proceeding and has not been offered as security or otherwise to any court or revenue authority.

5) THAT, the Vendor do hereby covenant with the Purchaser that the Purchaser shall henceforth peacefully and quietly enter into the possession and enjoy the rents and profits thereof without any let, hindrance, interruption or disturbances from or by the Vendor.

6) THAT, the Vendor do hereby declare that all land revenue payable in respect of the said property upto the date of these presents have been fully paid by the Vendor and does hereby covenant with the Purchaser that if any remains unpaid the Vendor shall discharge the same from out of their funds and so hereby agreed to reimburse the Purchaser if they pay such land revenue.

7) THAT, the Vendor do hereby covenant with the Purchaser that the Vendor shall at all times do and execute at the expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed.

Chandra Mandal Meena
27.3.06

W.

W. Pramod Kumar Acharya

Contd....p/5

SCHEDULE OF PROPERTY

Dist: Puri, Sub-Registrar: Satyabadi, P.S: Satyabadi No.120, Tahasil: Puri Sadar, Tahasil No.491 in **Mouza: Biramchandrapur** under 1987 Final Consolidation **Khata No.290** (Two hundred ninety), **Status: Sthitiban, Plot No.2462** (Two thousand four hundred sixty two), **Bagayat-I, Full Plot Sale Area: Ac2.81dec.** (Two acre eighty one decimals). **Value of the Land - Rs.13,48,800/-** (Rupees thirteen lakhs forty eight thousand eight hundred) only. Annual **Rent Rs.53.40p.** (Rupees fifty three and forty paisa) only.

Plot No.2460 (Two thousand four hundred sixty), **Bagayat-I, Full Plot Sale Area: Ac0.23dec.** (Twenty three decimals). **Value of the Land - Rs.1,10,400/-** (Rupees one lakh ten thousand four hundred) only. Annual **Rent Rs.4.40p.** (Rupees four and forty paisa) only. Thus the two plots are in one boundary is as follows:-

BOUNDED BY

NORTH	:	Road;
SOUTH	:	Revenue Plot No.2463 today purchaser self;
EAST	:	Village Road;
WEST	:	Revenue Plot Nos.2459, 2461 today purchaser self and Revenue Plot No.2438.

Plot No.2345 (Two thousand three hundred forty five), **Bagayat-I, Full Plot Sale Area: Ac0.08dec.** (Eight decimals). **Value of the Land - Rs.38,400/-** (Rupees thirty eight thousand four hundred) only. Annual **Rent Rs.1.55p.** (Rupees one and fifty five paisa) only.

Chandramadhab Mishra
27.3.06

W.

W. Pramod Kumar Acharya

Contd....p/6

Plot No.2386 (Two thousand three hundred eighty six), **Bagayat-III, Full Plot Sale Area: Ac0.21dec.** (Twenty one decimals). **Value of the Land - Rs.1,47,000/-** (Rupees one lakh forty seven thousand) only. Annual **Rent Rs.4.00p.** (Rupees four) only.

BOUNDED BY

NORTH	:	Revenue Plot No.2401;
SOUTH	:	Revenue Plot No.2387;
EAST	:	Revenue Plot No.2390;
WEST	:	Revenue Plot Nos.2383 and 2384.

Plot No.2304 (Two thousand three hundred four), **Bagayat-I, Full Plot Sale Area: Ac0.04dec.** (Four decimals). **Value of the Land - Rs.19,200/-** (Rupees nineteen thousand two hundred) only. Annual **Rent Rs.0.80p.** (Eighty paisa) only.

Plot No.2305 (Two thousand three hundred five), **Bagayat-I, Full Plot Sale Area: Ac0.05dec.** (Five decimals). **Value of the Land - Rs.24,000/-** (Rupees twenty four thousand) only. Annual **Rent Rs.0.95p.** (Ninety five paisa) only.

Plot No.2306 (Two thousand three hundred six), **Bagayat-I, Full Plot Sale Area: Ac0.10dec.** (Ten decimals). **Value of the Land - Rs.48,000/-** (Rupees forty eight thousand) only. Annual **Rent Rs.1.90p.** (Rupees one and ninety paisa) only.

Plot No.2307 (Two thousand three hundred seven), **Bagayat-II, Full Plot Sale Area: Ac0.38dec.** (Thirty eight decimals). **Value of the Land - Rs.1,17,800/-** (Rupees one lakh seventeen thousand eight hundred) only. Annual **Rent Rs.7.25p.** (Rupees seven and twenty five paisa) only.

Chandrasekhar Sahoo
27.3.06

W. Bahni Bhusan Swain

W. Pramod Kumar Acharya

Contd....p/7

Plot No.2308 (Two thousand three hundred eight), **Bagayat-I, Full Plot Sale Area: Ac0.02dec.** (Two decimals). **Value of the Land - Rs.9,600/-** (Rupees nine thousand six hundred) only. Annual **Rent Rs.0.40p.** (Forty paisa) only.

Plot No.2309 (Two thousand three hundred nine), **Nayanjori, Full Plot Sale Area: Ac0.02dec.** (Two decimals). **Value of the Land - Rs.8,000/-** (Rupees eight thousand) only. Annual **Rent Rs.0.40p.** (Forty paisa) only. Thus the Plot No.2304 to 2309 are in one boundary is as follows:-

BOUNDED BY

NORTH	:	Revenue Plot No.2303;
SOUTH	:	Revenue Plot No.2312;
EAST	:	Revenue Plot No.2315 and Road;
WEST	:	Revenue Plot No.2272 and Railway Department.

Total 1 (One) Khata, 10 (Ten) Plots, Total Sale Area Ac3.94dec. (Three acre ninety four decimals).

The sale area indicated as Red colour in the sketch map attached herewith.

This property neither come under the purview of U/s.19 of O.H.R.E.Act nor Public religious property.

Chandrasekhar Swine
27.3.06

W. Bichitrananda Swain

W. Pramod Kumar Acharya

Contd....p/8

We the Vendor and Purchaser does not belongs to Schedule Caste or Schedule Tribe community.

Read & found Correct
Chandramani Rath Meena
27.3.06

27/03/06

VENDOR **PURCHASER**

IN WITNESSES WHEREOF the above named Vendor executed this Deed of Sale out of free will and volition and after being understood the contents of this Deed on this the 27th. day of March, 2006.

WITNESSES:

1) Bahni Bhusan Swain
S/o Bonjabihari Swain
1362/C Sarchi Nagar
Bhubaneswar
Dist. Khurda

Chandramani Rath Meena
27.3.06
Signature of the **VENDOR**

2) Pramod Kumar Achary
Late- Dandapani Achary
Plot- 746, Bagamunda
Bhubaneswar- Khurda

CERTIFICATE

Certified that the executant is my client. The terms and the conditions of this Sale Deed has been dictated by me as per the version of the executant and has been Computerised accordingly.

Drafted by :

Advocate, Puri 27/3/06

Computerised by: ***Jubulee System, Puri.***

1543

1345

भारत NONJUDICIAL STAMP ଓଡିଶା ओडिशा
Rs. 0017115 27.3.06
324228 00008
INDIA ORISSA D.S.R. PURI
112708 41153





PROPER OFFICER AND
DISTRICT SUB-REGISTRAR, PURI

O/O
6.6.06

Available under Rule-25
Under the Indian Stamp (Orissa Amendment) Act-1966 Schedule
I. A. No. ..... and Schedule-II
(.....) of the Orissa Act and
Stamp duty Act-1970 exempted from/
has not required Stamp duty. FEE PAID.
Registering Officer, Puri.

Ans 4278.
Area 18.
Regd 4.
Copy 62.
Misc 10.
4372=

SALE DEED

THIS DEED OF SALE is made on this the 27th. day of March, 2006 (Two thousand six).

BETWEEN

SRI GADADHAR MISHRA, aged about 72 years, S/o Late Jagannath Mishra, by Caste: Brahmin, by Occupation: Agriculturalist, Resident of Bamadeipur, P.S: Satyabadi, P.O: Sakhigopal, Dist: Puri, hereinafter called the **"VENDOR"** (which expression unless repugnant to excluded by shall include his heirs, successors and assigns) of the **ONE PART.**

ଶ୍ରୀ ଗଦାଧର ମିଶ୍ର 27/3/2006

W. Bishnu Ram Pur

W. Pramod Kumar Achary

Contd....p/2

Franking No.— 1127084153

Sl. No — 79 Date— 27.3.06

Name ...

Add ...

Stamp ...

Signature of Purchaser

Signature of Dealing Asst

Presented for Registration in the Office of the Dist. Sub-Registrar, Puri, between the hours of 10 A.M. to 2-30 P.M. on the 27th day of March 2006 by Sri Jagannath Mishra S/o Late Jagannath Mishra of Bramhagiri P.S. Satyabadi Dist. Puri by Profession.

Registering Officer, Puri.

EXECUTION is ADMITTED BY THE ABOVE ... Mishra

Identified by ... Pramoda Ku Achary

Before me this ... day of ... 2006

Registering Officer, Puri

Pramod Kumar Achary
27-3-06

AND

SRI ABHISHEK GUPTA, aged about 30 years, S/o Sri Mahendra Kumar Gupta, by Caste: Vaishya, by Occupation: Business, Residing at: Gupta Niwas, Cuttack Road, P.S: Laxmisagar, Bhubaneswar, P.O:Laxmisagar, Bhubaneswar, Dist:Khurda, hereinafter called the **"PURCHASER"** (which expression unless repugnant to excluded by shall include his heirs, successors and assigns) of the **OTHER PART.**

NATURE OF DEED	:	**SALE DEED**
GOVT. VALUE	:	**Rs.2,13,900/-** (Rupees two lakhs thirteen thousand nine hundred) only.
ACTUAL TRANSACTED VALUE	:	**Rs.2,13,900/-** (Rupees two lakhs thirteen thousand nine hundred) only.

WHEREAS, I, the Vendor has agreed with the Purchaser for sale of the property morefully describe in the schedule below for the consideration of **Rs.2,13,900/-** (Rupees two lakhs thirteen thousand nine hundred) only & the Purchaser has agreed to purchase the said property free from all encumbrances charges & demand whatsoever.

WHEREAS, the schedule property has been recorded in the Final Consolidation R.O.R. published in the year 1987 in the name of the Vendor and he has also the absolute owner in peaceful possession over the below schedule property.

WHEREAS, the Vendor have decided to sale the below schedule property situated at Mouza: Biramchandrapur under P.S: Satyabadi, measuring an area **Ac0.69dec.** (Sixty nine decimals) to clear the handloan.

W. Bibhuti Bhusan Lenka

W. Pramod Kumar Acharya

Contd....p/3

THIS DEED OF SALE WITNESSESS AS UNDER:

1) THAT, the total consideration money of **Rs.2,13,900/-** (Rupees two lakhs thirteen thousand nine hundred) only the Purchaser pay to the said Vendor by CASH in presence of the signatory witnesses and other local gentry today. The receipt whereof the Vendor hereby acknowledge. The said Vendor out of his free will and in sound state of mind without any pressure whatsoever hereby convey and transfer by way of sale, all his rights, title and interest in and possession over the said land more specifically described at the foot of this deed unto the said Purchaser his heirs, successors in interest and assigns TO HAVE AND TO HOLD the same as absolute owner thereof free from all encumbrances and charges.

2) THAT, from the moment of the execution of this deed all the rights, title and interest of the Vendor in respect of the land under Sale deed stand transferred in favour of the Purchaser and it would be open to the said Purchaser to get his name entered in records and to use the land in whatsoever manner he likes and to exercise all the rights of a lawful owner.

3) THAT, the Vendor do hereby covenant with the Purchaser that not withstanding any thing here to before done or suffered to be done the Vendor has good and perfect, right, title and authority to convey the land, and all the common right privillages and appurtances hereby sold, conveyed and transferred to the Purchaser in the manner herein contemplated and agreed that the Vendor has not done or knowingly suffered any act, deed or thing whereby the said property is encumbered affected or impeached in estate, title or otherwise.

4) THAT, the Vendor has declare and covenant with the Purchaser that there are no encumbrances, charges, trust, liens, attachment, claims or demands whatsoever not subsisting upon the said property and that the same is not the subject matter of any suit or litigation or proceeding and has not been offered as security or otherwise to any court or revenue authority.

শ্রী নবীন চন্দ্র রাভা 07/03/2005

W. Bishnu Ram Lama

W. Pramod Kumar Acharya

Contd....p/4

5) THAT, the Vendor do hereby covenant with the Purchaser that the Purchaser shall henceforth peacefully and quietly enter into the possession and enjoy the rents and profits thereof without any let, hindrance, interruption or disturbances from or by the Vendor.

6) THAT, the Vendor do hereby declare that all land revenue payable in respect of the said property upto the date of these presents have been fully paid by the Vendor and does hereby covenant with the Purchaser that if any remains unpaid the Vendor shall discharge the same from out of their funds and so hereby agreed to reimburse the Purchaser if they pay such land revenue.

7) THAT, the Vendor do hereby covenant with the Purchaser that the Vendor shall at all times do and execute at the expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed.

SCHEDULE OF PROPERTY

Dist: Puri, Sub-Registrar: Satyabadi, P.S: Satyabadi No.120, Tahasil: Puri Sadar, Tahasil No.491 in **Mouza: Biramchandrapur** under 1987 Final Consolidation **Khata No.215** (Two hundred fifteen), **Status: Sthitiban, Plot No.2463** (Two thousand four hundred sixty three), **Bagayat-II, Full Plot Sale Area: Ac0.69dec.** (Sixty nine decimals). **Value of the Land - Rs.2,13,900/-** (Rupees two lakhs thirteen thousand nine hundred) only. Annual **Rent Rs.13.15p.** (Rupees thirteen and fifteen paisa) only.

ବି ଏ ଘ/୨୨୨୨ ୨୨୨୨/୨୨୨୨/୨୦୦୨

W. Bibhu Ranjan Tripathy

W. Pramod Kumar Achary

Contd....p/5

BOUNDED BY

NORTH	:	Revenue Plot No.2462 today purchaser self;
SOUTH	:	Revenue Plot No.2464;
EAST	:	Village Road;
WEST	:	Revenue Plot No.2459 today purchaser self.

Total 1 (One) Khata, 1 (One) Plot, Total Sale Area Ac0.69dec. (Sixty nine decimals).

The sale area indicated as Red colour in the sketch map attached herewith.

This property neither come under the purview of U/s.19 of O.H.R.E.Act nor Public religious property.

We the Vendor and Purchaser does not belongs to Schedule Caste or Schedule Tribe community.

ଜଗନ୍ନାଥ ମହାପାତ୍ର
5/1931/1900S.
VENDOR

27/03/06
PURCHASER

W. Bahadur Bhuyan Parwan

W. Pravat Kumar Acharya

Contd....p/6

IN WITNESSES WHEREOF the above named Vendor executed this Deed of Sale out of free will and volition and after being understood the contents of this Deed on this the 27th. day of March, 2006.

WITNESSES:

1) Bibhu Bhusan [illegible]
S/o Banja Bihari Baliarsingh
Plot/C Sastri Nagar
Bhubaneswar
Dist. Khurdha

Signature of the ~~VENDOR~~

2) Pramod Kumar Acharya
Late. Dandapani Acharya
Plot-746, Bazamunda
Bhubaneswar, Dist-Khurda.

CERTIFICATE

Certified that the executant is my client. The terms and the conditions of this Sale Deed has been dictated by me as per the version of the executant and has been Computerised accordingly.

Drafted by :

Ashok Kumar Jash
Advocate, Puri 27/3/06

Computerised by: ***Jubulee System, Puri.***