

COL-19

Sri Santosh Kumar Mohanty

Advocate, M.A, LL.B
Odisha High Court, Cuttack

Tel. Ph: 0671-2527516
Mob.: 9853406680
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Ref.....

Date.....19.11.2019.....

To,
The Chief Manager, Canara Bank,
Buxi Bazar Branch, Cuttack.

Dear Madam,

As per your instruction, I am submitting here with the Legal Scrutiny Report in respect of the property belonging to Sri Abhisek Gupta at Gopinathpur, Nayagarh, which is intended to be mortgaged for availing a loan by M/s Gupta Power Infrastructure Pvt. Ltd.

Cuttack

Date:- 19.11.2019.


(Sri Santosh Kumar Mohanty)

Advocate.

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:-(0671)2428561.
MOBILE:-9853406680.

ANNEXURE – II

CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION OF LEGAL SCRUTINY REPORT.

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether: a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	Not Applicable.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Homestead.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Not Applicable.
9.a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
b).	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Not Applicable.
c)	Whether the partition made is valid in law ?	Not Applicable.
10.a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
b)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	Not Applicable.
11.	In case of Limited Company, verify the Borrowing Powers, Resolution, authority to create mortgage/ execution of documents, any prior changes with the ROC, MOA/AOA, provision for common seal etc.	Not Applicable.

Satish Kumar
19-11-2019

12.	In case of Societies/ Associations, verify the requisite resolutions, bye laws, power to borrow, encumbrances etc.	Not Applicable
13	In case of POA holder, verify the genuines of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt./Local authorities, etc. if any.	Affidavit is to be filed by the Borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

19.11.2019

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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office,
 Nayagarh.

To,
 The Chief Manager, Canara Bank,
 Buxi Bazar Branch, Cuttack.

(Sub:- Verification of records of landed property at Registrar/ Sub-Registrar's office
 and Tahasil Office at Nayagarh.)

Dear Madam,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
 Tahasil office at Nayagarh on 02.11.2019 & 11.11.2019 and verified the details of the
 property to be mortgaged by the intending borrower.

The Property details are as under.

Dist./ DSRO:- Nayagarh, Tahasil:- Nuagaon, P.S.:- Nayagarh, P.S. No.-25,
 Mouza:- Gopinathpur, Mutation Khata No.-65/49, Plot No.-305 measuring an area
 A16.160 dec., Kism:- Homestead which is bounded as follows:

North:- Borrower himself, South:- Plot No.-306,
 East :- Gramya Jungle, West :-Plot No.-304.

Further, I certify as under:

1. That, I have verified the registered lease deed bearing Document No.-961 dated
 18.03.2006 from the District Sub Registrar Office, Nayagarh and found that the same
 is correct and properly stamped.
2. That, there is no prior mortgage / Charge over the said property by the owner Sri
 Abhisek Gupta of the said property measuring an area A16.160 dec. as per the Title
 Deeds and verified by me in the office of Register/ Sub register.
3. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar
 office, the property is mortgaged / charged to: Nil

Date of document	Description of the Document	In whose favour	Amount mentioned in the Document
X	X	X	X

CUTTACK

Date:- 19.11.2019.

Signature of the Advocate.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	28.02.1984.	Hal R-O-R bearing Khata No.-56 recorded jointly in the names of Ramji Gupta and others.	Xerox copy.
2.	18.03.2006.	Registered lease deed bearing No.-961 executed by Sri Sudam Bhagat and another in favour of Vineet Mohan Gupta.	Original.
3.	14.11.2014.	Mutation R-O-R bearing Khata No.-65/21 recorded exclusively in the name of Sri Vineet Mohan Gupta.	Certified copy.
4.	15.11.2014.	Registered sale deed bearing Document No.-11371404075 executed by Sri Vineet Mohan Gupta in favour Sri Abhisek Gupta.	Original.
5.	30.08.2019.	Mutation R-O-R bearing Khata No.-65/49 recorded exclusively in the name of Sri Abhisek Gupta.	Original.
6.	17.10.2019.	Rent receipt bearing No.-AAN 0202431.	Original.
7.	02.01.2007.	E.C. bearing No.-929/2006.	Original.
8.	16.10.2019.	E.C. bearing No.-1372019007113.	Original.

Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/hectares	Location	Boundaries.
01.	Khata No.- 65/49. Plot No.-305	16.160 dec.	Mouza:- Gopinathpur, P.S/ Dist.:- Nayagarh.	As mentioned in Annexure-III

B. SCRUTINY OF PARTY'S TITLE FOR THE LAST 30 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANY CIRCUMSTANCES OR INCIDENCES, WHICH NECESSITATE FURTHER TRACING OF PARTY'S TITLE, IT SHALL ALSO BE DONE.

I have perused the original copies of the title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor Sri Abhisek Gupta for last more than 30 years which is given as follows.

Hal R-O-R bearing Khata No.-56 recorded jointly in the names of Sri Ramji Gupta and others.

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Originally Hal Khata No.-56 having Plot No.-305 measuring an area A17.100 dec. was recorded jointly in the names of Sri Ramji Bhagat Suchir Bhagat sons of Mahavir Bhagat, Sri Radhamadhab Bhagat son of Uttam Narayan Bhagat, Sri Sudam Bhagat son of Sagiman Bhagat, Ramvilas Bhagat son of Sahadev Bhagat finally published on 28.02.1984. Hence all the recorded owners namely Sri Ramji Bhagat, Suchir Bhagat, Radhamadhab Bhagat, Sudam Bhagat, Sagiman Bhagat, Ramvilas Bhagat had jointly acquired valid right, title, interest and possession over the land under Khata No.-56.

Proof of Partition.

In the Registered sale deed bearing Document No.-961 dated 18.03.2006, it has been mentioned that the land under Khata No.-56 has been amicably partitioned among the co-sharers. The party has not submitted any written documents regarding partition. However in the said registered sale deed the other co-sharers namely Sri Ramji Bhagat son of Mahavir Bhagat and Mahant Bhagat son of Ramvilas Bhagat have given their consent to the registered sale deed which means they have accepted the facts of amicable partition and they have no objection to the said transaction. Further from the R-O-R bearing Khata No.-56 it is seen that several transactions have been made by the different co-sharers over the other plots which prove that lands under Khata No.-56 have been amicably partitioned among the co-sharers. So the plot No.-305 measuring an area A17.10 dec. appertaining to Hal Khata No.-56 was allotted jointly to Sudam Bhagat and Ramadhara Bhagat and they were owner in possession of the said land.

Registered sale deed bearing No.-961 dated 18.03.2006.

In order to meet their legal necessity, Sri Sudam Bhagat and Ramadhara Bhagat had jointly sold the entire land measuring an area A17.10 dec. of Plot No.-305 under Hal Khata No.-56 to Sri Vineet Mohan Gupta vide registered sale deed bearing No.- 961 dated 18.03.2006 and delivered the possession to him. Thus Sri Vineet Mohan Gupta had acquired valid right, title, interest and possession over the land measuring an area A17.10 dec. of Plot No.-305 appertaining to Hal Khata No.-56 by virtue of aforesaid registered sale deed. I want to clarify that other co-shares Sri

19.11.2019

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Ramji Bhagat and Sri Mahant Bhagat have given their consent in the aforesaid registered sale deed which proves that they have no objection to the said transaction. So the sale deed is valid in law.

Mutation R-O-R bearing Khata No.-65/21 recorded exclusively in the name of Sri Vineet Mohan Gupta.

After purchase Sri Vineet Mohan Gupta had taken step to mutate his name in the revenue record of rights. The Tahasildar, Nuagaon at Nayagarh after following due procedure of law had issued separate R-O-R bearing Khata No.-65/21 having Plot No.-305 measuring an area A16.160 dec. in the name of Sri Vineet Mohan Gupta. Though Sri Vineet Mohan Gupta had purchased the total land measuring an area A17.10 dec. but the Tahasildar had recorded an area of A16.160 dec. in the name of Sri Vineet Mohan Gupta. I want to clarify that the Tahasildar has deducted the land due to ceiling. So Sri Vineet Mohan Gupta has acquired valid right, title, interest and possession over the land measuring an area A16.160 dec. of Mutation Khata No.-65/21.

Registered sale deed bearing No.-11371404075 dated 15.11.2014.

In order to meet his legal necessity, the recorded owner Sri Vineet Mohan Gupta has sold the entire land measuring an area A16.160 dec. from Plot No.-305 appertaining to Khata No.-65/21 to Sri Abhisek Gupta vide registered sale deed bearing No.-11371404075 dated 15.11.2014 and delivered the possession to him. Thus Sri Abhisek Gupta has acquired valid right, title, interest and possession over the land measuring an area A16.160 dec. from Plot No.-305 appertaining to Khata No.-65/21 with kisan of Land Bagayat-III.

Mutation R-O-R bearing Khata No.-65/49 recorded exclusively in the name of Sri Abhisek Gupta.

After purchase Sri Abhisek Gupta has taken step to mutate his name in the revenue record of rights and to convert the land into homestead. The Tahasildar, Nuagano at Nayagarh after following due procedure of law has issued separate R-O-R bearing Khata No.-65/49 having Plot No.-305 measuring an area A16.160 dec. in the name of Sri Abhisek Gupta with kisan of Land homestead. Thus Sri Abhisek Gupta

19.11.2019

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has acquired valid and marketable title over the land measuring an area A16.160 dec. of Plot No.-305 appertaining to Mutation Khata No.-65/49.

D. The party has supplied the E.C. for a period of 41 years commencing from 01.01.1978 to 15.10.2019 which proves that there is no encumbrance of the subject property and the present declared owner is **Sri Abhisek Gupta**.

E. I have perused the registered sale deed in favour of Sri Abhisek Gupta, Mutation R-O-R and rent receipt which clearly proves that Sri Abhisek Gupta is in possession over the subject property.

F. That, the intending borrower/ mortgagor **Sri Abhisek Gupta** has submitted the original registered sale deed bearing document No.-961 dated 18.03.2006 executed by Sri Sudam Bhagat and another in favour of Sri Vineet Mohan Gupta, certified copy of the Mutation R-O-R bearing Khata No.-65/21 recorded exclusively in the name of Sri Vineet Mohan Gupta, original registered sale deed bearing Document No.-11371404075 dated 15.11.2014 executed by Sri Vineet Mohan Gupta in favour of Sri Abhisek Gupta, original Mutation R-O-R bearing Khata No.-65/49 recorded exclusively in the name of Sri Abhisek Gupta, original up to date rent receipt and original Encumbrance certificate which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed bearing Document No.-11371404075 dated 15.11.2014 executed by Sri Vineet Mohan Gupta in favour of Sri Abhisek Gupta.
2. Original Mutation R-O-R bearing Khata No.-65/49 recorded exclusively in the name of Sri Abhisek Gupta.
3. Original up to date rent receipt.
4. Original E.C.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.

*Plot 305
19.11.2019*

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3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

Sri Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has not availed any loan or financial assistance from any other bank/ financial institution keeping the subject property as mortgage prior to this on behalf of the said company.
2. That, the property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, the property is free from any encumbrances what so ever. He has verified the legal aspect of the subject property and there is no dispute over the subject property in any court of law.
4. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
5. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
6. That, he is the absolute owner of the respective property and schedule of property along with boundaries have to be mentioned.
7. That, the documents supplied by him are genuine and originals.
8. That, he will give an under taking that he will not sale/ alienate the subject property unless and until the entire loan amount is liquidate.

CERTIFICATE TO BE ISSUED BY THE ADVOCATE WHO SCRUTINISED THE DOCUMENTS.

I have gone through the original documents relating of the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the documents of title referred to above can create perfect evidence of title and the property in question can create simple/equitable mortgage and/or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage if IDCO will issue no objection certificate in favour of our bank and I further certify that:

19.11.2019

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M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

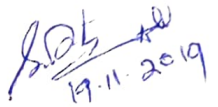
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1. I have made a search in the land/ revenue records in the office of Tahasil and Sub-Registrar at Nayagarh and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Registrar/ Sub-registrar's at Nayagarh on 02.11.2019 & 11.11.2019 and verified the records/ details of the property belonging to Sri Abhisek Gupta.
3. I have perused E.C for a period of 41 years obtained from the sub-register office, Nayagarh.
4. There is no prior mortgage/ charges to the said extent of lands of **Sri Abhisek Gupta**.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower/ borrower **Sri Abhisek Gupta**.

I certify that **Sri Abhisek Gupta** can create valid and marketable title if it mortgages the property/ies before the Bank keeping the original documents as referred above before the bank.

Place: Cuttack

Date: 19.11.2019.


Signature of the Advocate.

1371404025



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343200 11371404075

PROPER OFFICER-CUM
D.S.R., NAYAGARH

Application I.D. No - 1371404025
Book No. - ①
Document No. - 11371404075
For the year 2015
Registering Officer
Nayagarh

Av 137280
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137282
11 310
137592

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15/11/2014

SALE DEED

THIS SALE DEED is made on the 15TH day of November 2014
(Two thousand fourteen).

BETWEEN

VINEET MOHAN GUPTA, aged about 39 years, Son of -
BHAGABAT @ BHAGAT RAM GUPTA, by Caste-BAISYA, By
Profession-BUSINESS, Residing At.- GUPTA NIWAS, CUTTACK ROAD,
BHUBAESWAR, P.S - LAXMISAGAR, Dist-KHORDHA (here-in-after
described as "VENDOR" which expression shall unless repugnant to the
context mean & include his legal heirs, successors, administrators,
executors and assigns) of the 1ST PARTY.

W.1- S/O. Babaraj Acharya.
S/O. Poojit Kumar Acharya.
Rt. - F 1/6, Museum Road
Bhubaneswar - 14 dt 15/11/2014

W.2- Sandeep Ku. Patra
S/O- Sanat Ku. Patra
At. L.P. 95, Choudhary dt 15/11/2014
Cuttack

SL-180 NO- 11157782128 Dt- 15-11-14 Rs. 3,43,200/-

(Rupees three lakh forty three thousand two hundred) only.

[Signature]
15/11/2014



[Signature]
10-11-14
D.B.R.O
Mayagani



[Signature]
at 14/11/2014



[Signature]
at 15/11/2014

AND

ABHISHEK GUPTA, aged about- 39 years, Son of - MAHENDRA KUMAR GUPTA, by Caste -BAISYA, By Profession-BUSINESS, Residing At- CUTTACK PURI ROAD, BHUBAESWAR, P.S - LAXMISAGAR, Dist-KHORDHA (here-in-after described as "VENDEE" which expression shall unless repugnant to the context mean & include his legal heirs, successors, administrators, executors & assigns) of the SECOND PARTY.

CONSIDERATION

Consideration Amount of Rs. 68,64,000 /- (Rupees sixty eight lakh sixty four thousands) only as per the present market rate mutually agreed.

WHEREAS, the VENDOR do hereby declare that he/they is/ are the absolute owner of the landed property hereby sold and conveyed through this Sale Deed and hereinafter called the "SCHEDULED PROPERTY" in short. The property stands recorded in the name of Present Vendor and he is the absolute owner of the scheduled property in peaceful possession over the said property without any dispute and also paying the land revenue, taxes, cess etc. to the Government by obtaining receipts to that effect. The Vendor further declare that there are no other legal heirs having any stake over the scheduled property.

AND WHEREAS, the said area is not yielding much and the Vendors being in urgent need of money to meet out the repayment of loan and other household expenses had intended to sell the said

[Signature]
at 15/11/2014

W/s Seetabrata Acharya
at 15/11/2014
W/s Sandeep Kumar Patra
at 15/11/2014



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. 23 Fees Paid : A(1)-137280 ,I-3-2, User Charges-310 ,Total 137592

Date: 15/11/2014

Signature of Registering officer

[Handwritten Signature]
Registering Officer
Nayagarh.

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **NAYAGARGH** between the hours of 10:30 AM and 2:30 PM on the **15/11/2014** by **VINEET MOHAN GUPTA**, son/wife of **BHAGABAT ALIAS BHAGAT RAM GUPTA**, of **AT-GUPTANIWAS, CUTTACK ROAD BHUBANESWAR, PS-LAXMISAGAR, DIST-KHORDHA**, by caste **General**, profession **Business** and finger prints affixed.

[Handwritten Signature]



Signature of Presenter / Date: 15/11/2014

Signature of Registering officer

[Handwritten Signature]
Registering Officer
Nayagarh.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
VINEET MOHAN GUPTA		 310227838	<i>[Handwritten Signature]</i>	15-Nov-2014
ABHISHEK GUPTA				15-Nov-2014

are of Area - Ac. 16.16 dec. fully as described in the aforesaid schedule for a total consideration Rs. 68,64,000 /- (Rupees sixty eight lakh sixty four thousands)only.

AND WHEREAS, the Vendee named above is willing to purchase the said property for the aforesaid consideration and both the parties have agreed to the transaction as per the terms and conditions hereunder.

NOW THEREFORE, THIS INDENTURE WITNESSES :

THAT, in pursuance to the aforesaid agreement and payment of the consideration amount of Rs. 68,64,000 /- (Rupees sixty eight lakh sixty four thousands)only paid by the said Vendee to the Vendor by Cash, the Vendor hereby acknowledges, as having received the same. The Vendor, according to his free will and sound mind both hereby convey, transfer & assigns unto and to the use of the Vendee, his heirs, executors, administrators, representatives & assigns ALL THAT piece and parcel of the land tenements, hereditaments as fully described in the schedule appended hereto with and the right, title, interest, property, claim, demand, easements, benefits and whatsoever of the Vendor into or upon the same whereby conveyed unto the Vendee, his heirs, executors, administrators, representatives and assigns absolutely for ever as ordinarily pass on such sale.

THAT, the Vendor do hereby convenient and declare for himself, his heirs, executors, administrators, representatives and assigns that he beholds this good title and right to convey the said property conveyed or expressed to be conveyed upto the Vendee, his heirs,



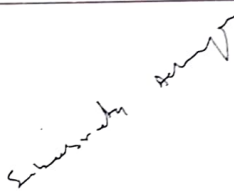
[Signature]
dt 15/11/2014

[Signature]
dt 15/11/2014
vs Sandeep Kumar Patni



		 239890607		
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Identified by **SIBABRATA ACHARYA** Son/Wife of **PABITRA KUMAR ACHARYA** of **AT-F 1/G MUSEUM FLAT BHUBANESWAR** by profession **Cultivation**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SIBABRATA ACHARYA		 39608831		15-Nov-2014

Date: 15/11/2014

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, NAYAGARGH

Book Number : 1 || Volume Number : 82

Document Number : 11371404075

For the year : 2014

Seal :

Date: 15/11/2014

Signature of Registering officer

Registering Officer
Nayagarh.

Print

executors, administrators, representatives and assigns in the manner aforesaid.

THAT, the Vendor further declares that the said property hereby transferred or intended to be transferred are free from all encumbrances, charges, claims or demands and that he or his heirs, executors, administrators, representatives and assigns have not done anything whereby the property may be subject to any attachment or lien of any court or person or body what-so-ever and permissions is not required from any authority for transfer of this land.

THAT, the Vendor and all his heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the purchaser, his heirs and executors, administrators and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the vendor or any breach of the convenient hereinafter contained.

THAT, the Vendee shall hereafter peacefully hold, use & enjoy the same as have own chattel & property without any hindrance, interruption, claim or demand by or from the Vendor, his heirs, executors, administrators, representatives & assigns or any other person whom-so-ever.

THAT, the vendor hereby delivers the Vendee the possession of the property, more fully described in the aforesaid schedule and all the record of rights deeds and writings own in their possession and custody relating to the title of the Vendor to the property hereby demised.

Witness
Signature
at 15/11/2014

WS Sibabratu Acharya
at 15/11/2014
WS Sandeep Kumar Patra
at 15/11/2014

h/11

THAT, the Vendor and all the persons claiming under him shall have and will from time to time upon the request of the Vendee, his heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things what-so-ever for further and more perfectly assuring the said premises and every part thereof unto the Vendee, his heirs, executors, administrators, representatives and assigns and placing him in possession of the same in accordance to the true intent and meaning of these presents as shall or may be reasonably required.

SCHEDULE PROPERTY

State of Odisha, Khewta No.-1, P.S. No- 25, Tahasil, P.S., S.R.O. & Dist- **Nayagarh**, Mouza- **GOPINATHPUR**, Khata No.- **65/21** (Sixty five by twenty one), **Rayat**, Plot No-**305** (Three hundred five), Kisam- **Bagayat-III**, Sold Area- Ac **16.16** dec. Annually Rent Rs.80.80ps. (Sixteen Acre and Sixteen Decimals at a rent of rupees Eighty and eighty paise only, annually).

Boundary :

North-Vendor

South- Bidyadhar Parimanik

East- Pankala Sahi

West- Golekha Sahoo

The above plot converted "Bagayat-III" to "Gharabari" bearing O.L.R. Case No.-10/2010, under Tahasil, Nayagarh.

The land is not leasehold and it is not an endowment land. And the same is not obtained by virtue of "Bhudan". The Land does not belongs to consolidation Area and totally offered to the Vendee.

h102/11/151
w Gandeep Ku. Panch
w Sibabrat
h102/11/151
h102/11/151



I/We, the Vendee (s) do hereby declare that, I/We have responsibly enquired and verified the documents relating to the right, title and interest of the Vendor and have purchased the property on payment of full / part consideration, I /We further declare that we will be held entirely responsible if we have committed any mis-representation, suppression or distortion of facts or have deceived / defrauded the Vendor(s) in any manner.

I/we the Vendor(s) hereby declare that I/We will be held entirely responsible to be prosecuted both civilly and criminally for any mis-representation, suppression, distortion of facts with regard to ownership, right, title, interest, possession, valuation/consideration and the right to convey/transfer etc of this property.

We have Vendor(s) and the Vendee(s) hereby declare that we have executed the sale deed with our clear volition without any duress iducement allurements or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

IN WITNESSES WHEREOF the Vendor has hereto signed on the day, month and the year first above written. **AND WE**, the Vendor & Vendee declare that we does not belong to Scheduled Caste / Scheduled Tribe category. In the time of Execution the Principal alive.

WITNESSES

1. Subodh Acharya.

S/o. RABEERA KUMAR ACHARAYA.

At F/16 Museum Road, Bhubaneswar-751014

2. Sundeeep Ku. Patra

S/o. Sagar Kumar Patra

At L-9.95. Choudhary, Cuttack
PS/Cuttack.

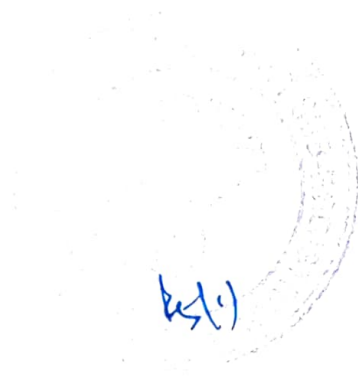
Sign. of the Vendor

Sign. of the Vendee

Prepared by
Tarun Ku Gajendrak

6


At Cuttack 14/11/2014.

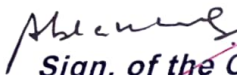


FORM -A
DECLARATION

(LAND / PROPERTY WHERE THERE IS NO STRUCTURE / HOUSE)

We the Executants and Claimants do hereby declare that there is no structure / house on the schedule property transacted in this document. If existence of any structure / house is detected at a later state the document would be treated as invalid.


15/11/2014
Sign. of the Executants


15/11/2014
Sign. of the Claimant

Prepared by : Taran Kumar Gajendra
No 47/2008 15/11/2014



Application I.D. No - 137140 4025
Book No. -
Document No. - 0
For the year 2017 11371404075
Registering Officer
Nayagarh

Due
2.4.50.00

ଖତିୟାନ

ଫୋଲ : ଗୋପିନାଥପୁର

ଥାନା : ନୟାଗଡ଼

ଥାନା ନମ୍ବର : 25

ଡକ୍ସିଲ : ନୂଆଗାଁ

ଡକ୍ସିଲ ନମ୍ବର : 332

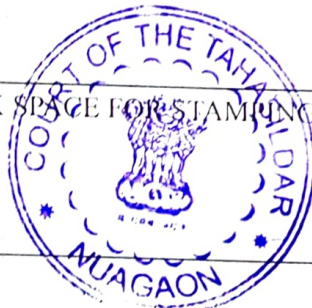
ଜିଲ୍ଲା : ନୟାଗଡ଼

କମିସନର ନାମ ଓ ଖୋସାଟ ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର	ଓଡିଶା ସରକାର ଖୋସାଟ ନମ୍ବର 1					
୧) ଖତିୟାନର କ୍ରମିକ ନଂ	65/49					
୨) ପ୍ରକାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ	ଅଭିଶେଷ୍ଟ ଗୁପ୍ତା ପି:ମହେନ୍ଦ୍ର କୁମାର ଗୁପ୍ତା ଜା: ବୈଶ୍ୟ ବା: କଟକପୁରୀ ରୋଡ, ଭୁବନେଶ୍ୱର ଥାନା - ଲକ୍ଷ୍ମୀନାଗର ଜି ଖୋର୍ଦ୍ଧା					
୩) ସ୍ୱରୂପ	ରକ୍ଷିତ					
୪) ଦେୟ	ଜଳକର	ଖଜଣା	ସେସ	ନିଷ୍କାର ସେସ ଓ ଅନ୍ୟାନ୍ୟ ସେସ ଯଦି କିଛି ଥାଏ	ମୋଟ	୫) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ
	0.00	4191.00	3144.00	252.00	7587.00	
୬) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ	W.P.C No. 18492 of 2018 of Odisha High Court and O.L.R U/S 8(A) Case No.10/2010 ହୁକୁମ ମୁତାବକ ପୁଟ ନମ୍ବର 305 ଏବଂ 16 ପୂରାକୁ କିସମ ପରିବର୍ତ୍ତନ କରି ପରବର୍ତ୍ତୀ କିସମ କରାଗଲା					

BLANK SPACE FOR STAMPING

ଅନ୍ତିମ ପ୍ରକାଶନ ତାରିଖ :

ଖଜଣା ସାଧ୍ୟତା ତାରିଖ :



ନୂଆଗାଁର କ୍ରମିକ ନଂ : 65 40		ମୌଜା : ଗୋପିନାଥପୁର		ଜିଲ୍ଲା : ନୟାଗଡ଼		
ପୂର୍ବ ନମ୍ବର ଓ ଚକର ନାମ	କିସମ ଓ ପୂର୍ବର ଖଜଣା	କିସମର ବିସ୍ତାରିତ ବିବରଣୀ ଓ ଚୌହଦି	ଚକରା			ମନ୍ତବ୍ୟ
			ଏକର	ଡି	ହେକ୍ଟର	
୭	୮	୯	୧୦		୧୧	୧୨
305	ଉରବାରି		16	160	6.5397	ଦାଖଲ ଖାରଜ କେସ ନମ୍ବର 15/2015 ହୁକୁମ ମୁତାବକ ପୂର୍ବ ନମ୍ବର 305 ଏ 16.16 ପୁରା ଦାଖଲ ଖାରଜ ଖାତା 65/21 ରୁ ।
1 ପୂର୍ବ			16	160	6.5397	


D. E. O.


Record Keeper


Tahashdar
Nuagaon