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P.S. Khandagiri, Dist. Khurda, by caste Khandayat, by profession Retd. Govt. Servant and Cultivation respectively (herein after called the "VENDORS" which expression shall mean and include the heirs, successors, assigns and representatives) of the ONE PART.

AND

M/S SRI JAGANNATH PROMOTERS AND BUILDERS PVT. LTD., a registered company having its registered office located now at Giri Road, Berhampur and Corporate office at Plot No.N/1-A/5, Nayapalli, Bhubaneswar, represented through its Director SRI KAILASH CHANDRA RATH, aged about 46 years, S/o Kasinath Rath (herein after called the "VENDEE" which expression shall mean and include its successors, executors, administrators, assigns and representatives) of the OTHER PART.

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WHEREAS, the property situated in Mouza -Shankarpur, Khata No.244, Plot No.1091, area morefully described in the decimals, A.0.840schedule below, stands recorded in the name of Late Bhaba alias Bhabagrahi Chhualsingh (father of vendor No.2 and grand father of vendor No.1), Dibakar Chhualsingh and Narendra Chhualasingh as per Record of Rights finally published in the year 1962. In the remark coloumn of the said Record of Rights, Late Bhaba alias Bhabagrahi Chhualsingh was in possession over the said property and after his death, his sons namely Gunduchi Chhualsingh and Pitabas Chhualsingh were in joint possession over the said property but one son Gunduchi Chhualsingh died leaving behind him, his only son Duryodhan Chhualsingh, vendor No.1 as his legal heir and successor.

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AND WHEREAS the said Duryodhan Chhualsingh, vendor No.1 and Pitbas Chhualsingh, vendor No.2 became the sole and exclusive owner of the said property being the grand son and son respectively of Bhaba alias Bhabagrahi Chhualsingh as absolute owner without any dispute.

AND WHEREAS, the vendors have exclusive and absolute title over the land in question and they have been exercising various acts of ownership and possession over the land.

AND WHEREAS, the vendors hereto above are in peaceful joint possession over the land in question and they have been exercising various acts of ownership and possession over the land and have been paying land revenue (rent) to the Government of Orissa, through the Tahasildar, Bhubaneswar and obtained receipts thereof.

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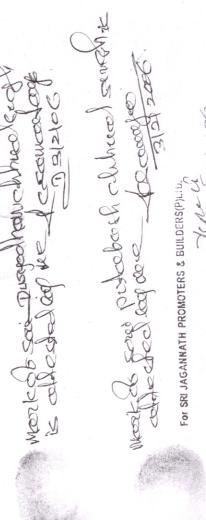
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AND WHEREAS both the vendors hereby declare that the schedule of property is free from all types encumbrances, litigation, disputes, liens, attachments and charges, etc. whatsoever and the vendors are very much in peaceful possession over the same having all rights, title and interests, etc.

AND WHEREAS, that prior to this deed of sale the vendor have not entered into any agreement (s) for sale with any person (s) or institution (s), firm and company, etc. Whereas the vendors for their legal necessity, of their family and to repay antecedent loan and construction of house hereby transfer, convey all their right, title, interest, possession, easement annexed to the schedule of property to the vendee for a consideration amount of Rs.8,40,000/- (Rupees eight lakhs forty thousands) only having been paid by the vendee to the vendors

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in shape of two A/c Payee Cheques 1. bearing No.240359 dated 03.02.2006 drawn on I.O.B. Sahid amounting Bhubaneswar Branch, Nagar Rs.4,20,000/- (Rupees four lakh twenty, thousand) only in favour of Vendor No.1 Sri Duryodhan Chhualsingh and 2. bearing Cheque No.240361 dated 03.02.2006 drawn on I.O.B. Sahid Nagar Branch, Bhubaneswar amounting to Rs.4,20,000/- (Rupees four lakh twenty thousand) only in favour of Vendor No.2 Sri Pitabas Chhualsingh, earlier to execution of the deed. The receipts whereof, the vendors doth hereby admit and acknowledge, the vendors, hereby grant, transfer, convey, assign and assure unto the vendee, the land in question as set out in the schedule given below together with all rights, privileges, easements and appurtenances attached thereto, resultantly the vendee shall enjoy and hold the land absolutely and forever and the vendors doth hereby covenant that not with-standing any act, deed or

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thing done by them, they have clear and marketable title over the land in question to grant and convey the land in favour of the vendee, who shall at all times hereafter peacefully and quietly hold, possess and enjoy the said land as independent owner thereof interruption, claim or any without whatsoever from or by the vendors or any person claiming any title paramount to the interest of the vendors.

WITNESSETH AS **INDENTURE** THIS NOW FOLLOWS;--

1. AND WHEREAS that from this day of execution of sale deed, the vendee is conferred with valid right, title, interest and possession of schedule property and will possess the same in perpetuity without any hindrance from the vendors or their successors, in interest, legatee and persons claiming under them. The vendors or their successors and other co-sharers will have no right, title, interest in the land, whereas you the vendee and your successors are entitled to exclusive right, title and interest in the land from to-day onwards.

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- 2. And whereas, that the vendors have delivered the peaceful, physical and vacant possession of the said land in favour of the vendee and from today the vendor became destitute of all right, title and interest, etc. and the vendee, is at liberty to get it's name mutated and get the official records corrected, pay rent and obtain receipts thereof to which the vendors or their any of heirs, successors, assigns and representatives will have no objections whatsoever.
- 3. And whereas that the vendors hereby declare that, they will be held entirely responsible to be prosecuted both Civilly and Criminally for any defect in the title and any misrepresentation, suppression, distortion of facts with regard to ownership, right, title, interest, possession valuation/consideration right and convey/transfer etc. of this property.
- 4. And whereas that the vendors further declare that if in future any defect is found in the title of the said property and the vendee, it's successors, etc. become and representatives, dispossessed of any part or whole of the said property, as a consequence thereof, the vendee it's successors, assigns and representatives, etc. will have right to sue against us or any of our heirs,

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successors, assigns and representatives, etc. and get refund of the consideration money together with interests, costs and expenses through proper court of law.

SCHEDULE OF PROPERTY

Dist. Khurda, P.S. Chandaka, Hal P.S. Khandagiri, P.S. No.55, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar.

Mouza – SHANKARPUR, Khata No.244 (two hundred forty four), Sthitiban, Plot No.1091 (one thousand ninety one), area sold A.0.840 (eight hundred forty) decimals, full plot as per sketch map shown in red colour attached to this sale deed. Kisam – Sarad-II, Rent Rs.2.65 paise.

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BOUNDED BY: -

South -

Plot No.1090 North -

Plot No.1090 and Plot No.1093

Plot No.1023, Plot No.1094 and East -

Plot No.1093

Plot No.1087, Plot No.1130 and West -

Plot No.1088

Certified that the land is not a species of the lease hold land of Government and the same is not within the purview of consolidation proceeding under OCH and PFL Act, 1972.

The land is not a ceiling surplus land within the meaning of Orissa Land Reforms Act or the Urban land (Ceiling and Regulations) Act, 1976 and it is not an endowment land.

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IN WITNESS WHEREOF, the vendors hereun-to has laid and subscribe their hand and seal on the date first above written in presence of witnesses.

WITNESSES: 1. Baramalichhuloup So Patabash Chheeloith. 17. s. 1 Chandagèri 2. Alagegwarch duh **VENDORS** DURTO DAA Chicals We the vendors and vendee do not belong to scheduled caste or scheduled tribe community. Note = The execution is literate but due to his old age he couldn't sign the document so T. 1. 25 faten is seeman 3/212006

For SRI JAGANNATH PROMOTERS & BUILDERS(P)LTD.

VENDEE

Typed by me.

From -A

DECLARATION

(Land/ Property where there is no Structure/ House)

We the Executant/s and claimant/s 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 later stage the document would be treated as invalid.

For SRI JAGANHATH WRONGTENE & BURDEDER

Signatures of Executant/s

Signature of claimant/s

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