Kiosk Operator: BALUNKESWAR PRADHAN, (VLE), BHUBANESWAF





GOVERNMENT OF ODISHA

Office of the Tahasildar, Bhubaneswar, Khordha. Miscellaneous Certificate Case No: e-CCP/7283 of 2022

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2074/2357 ୧)ଖତିୟାନର କ୍ରମିକ ନଂ

୨) ପ୍ରଜାର ନାମ, ପିତାର ନାମ , ଜାତି ଓ ବାସସ୍ଥାନ

ସ୍ଥିତିବାନ

ମେସର୍ସ ଶ୍ରୀ ଜଗନ୍ନାଥ ପ୍ରମୋଟର୍ସ ଆଣ୍ଡ ବିଲ୍ବର୍ସ ପ୍ରାଇଭେଟ ଲିମିଟେଡ ତରଫ ପରିଚାଳନା ନିର୍ଦ୍ଦେଶକ ପ୍ରଦୀପ୍ତ କୁମାର ବିଶ୍ୱାସରାୟ ପି:ବିନୋଦ ବିହାରୀ ବିଶ୍ୱାସରାୟ ବା: ପ୍ଲଟ ନଂ ଏନ/ ୨ -୧୫୨,ପୋ/ଥା-ନୟାପଲ୍ଲୀ,ଭୁବନେଶ୍ୱର, ଜି-ଖୋର୍ଦ୍ଧା

ନିୟାର ସେସ ଓ ୫) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ ଖଜଣା 699 ଅନ୍ୟାନ୍ୟ ମୋଟ

ଜଳକର ସେସ ଯଦି ४)ବେୟ କିଛି ଥାଏ 10.00 0.00 18.00 8.00

୬) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ

ବାଖଲ ଖାରଜ କେଶ ନଂ $\cdot 1689/2022$ ହୁକୁମ ମୁତାବକ ପ୍ଲଟ ନଂ 2829/10228ରକଢା ଏ 0.132 ଡ଼ି କୁ ପୁରାତନ ଖାତା ନଂ 1242 ରୁ ଅତିରିକ୍ତ କମିଶନର ,ରାଜସ୍ୱ ପର୍ଷଦ ଓଡ଼ିଶା ଭୁବନେଶ୍ୱର RP କେସ ନଂ 1354/2015 ତା 30.11.2021 ମୁତାବକ ରେକର୍ଡ଼ ସଂଶୋଧନ କରାଗଲା । ମିସ୍ କେଶ ନୟର-5577/2022 (Arising out of OLR u/s 8(A) Case No-4888/2004) ହୁମୁ ପ୍ଲଟ 2829/10228 ର କିସମ ଘରବାରି କରି ଜମା ସଂଶୋଧନ କରାଗଲା ।

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26/08/2022

MINAKHI DAS Digitally signed by MINAKHI DAS Date: 2022.08.29 14:04:52 +05:30 Reason: e-District Orissa Portal Location: Orissa

Ulinakhi Das

Signature of the Revenue Officer

NOTE:

- It is a digitally signed electronically generated certificate and therefore needs no ink-signed signature.
- For any query or verification, Agency/Department/Office may visit http://edistrictodisha.gov.in.
- Tampering of this certificate will attract penal action.

Kiosk Operator: BALUNKESWAR PRADHAN, (VLE), BHUBANESWAF





GOVERNMENT OF ODISHA

Office of the Tahasildar, Bhubaneswar, Khordha. Miscellaneous Certificate Case No: e-CCP/7283 of 2022

CERTIFIED COPY OF ROR

ଖତିୟାନର କ୍ରମିକ ନଂ		ମୌଜା : ଶଙ୍କରପୁର				ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା
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26/08/2022

MINAKHI DAS Digitally signed by MINAKHI DAS Date: 2022.08.29 14:04:53 +05:30 Reason: e-District Orissa Portal Location: Orissa

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- Tampering of this certificate will attract penal action.





Ann Bradista

Biswassey

Koulash Chandro Rall.

GIFT-DEED

THIS DEED OF GIFT made on this the 7th day of November, 2022 (Two thousand twenty two).

BETWEEN

SRI JAGANNATH PROMOTERS AND BUILDERS, a partnership firm, having its office at Plot No.370/3184, Sishu Vihar, Patia, P.S. – Chandrasekharpur, District – Khordha (Odisha),

Contd.....2

represented by its Managing Partner SRI PRADIPTA KUMAR BISWASROY, aged about 66 years, S/o. Late Binod Behari Biswasroy, Aadhaar No.6491 5021 2917 and Partner SRI KAILASH CHANDRA RATH, aged about 63 years, S/o. Late Kasinath Rath, Aadhaar No.9194 8600 9959, both are by caste – Brahmin, by profession – Business, Mobile No.9437026706 (hereinafter called the "DONOR" which expression shall mean and include its partners, successors, executors, administrators, assignees and representatives) of the ONE PART.

<u>AND</u>

THE COMMISSIONER, Bhubaneswar Municipal Corporation, Kalpana Square, Goutam Nagar, Bhubaneswar, Dist. Khurda (Orissa) (hereinafter called the DONEE which expression shall mean and include its successors, assignees and representatives, administrators) of the OTHER PART

WHEREAS the Donor is the absolute owner of the property mentioned in the schedule below, which stands recorded in the name of Donor and the Donor is in peaceful possession over the same without any dispute.

Contd......3

AND WHEREAS the Donor hereby declares that the said property is free from all encumbrances, litigation, disputes, liens, attachments and charges etc. and the Donor is also in peaceful possession over the said property having all rights, titles and interests thereon and pays the updated land revenue (rent).

AND WHEREAS the Donor is required to free gift the said schedule property of land in favour of the Donee in consonance of BMC Letter No.45875, dated 23.09.2022 to be used as the road for the land locked adjacent plots as per the applicable rules and regulations of the planning authority for approval of the project plan to be developed the same under the Group Housing Scheme as submitted to BMC under ODA 16 (3), by the Donor.

HENCE THIS DEED OF GIFT WITNESSETH AS UNDER;

- 1. That the Donor hereby convey, grant, transfer and assignee by way of this GIFT the said property in favour of the Donee.
- 2. That the Donee is at liberty to use the schedule land for interest of the General Public including the

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AMMATA PROPOTERS & BUILDERS

occupants of the Group Housing Scheme without any suit, lawful eviction, interruption, claim or demand whatsoever from the Donor or its partners, successors, executors, administrators, assignees and representatives, etc. and get the official records corrected, pay rent and obtain receipts thereof to which the Donor or any of its partners, successors, executors, administrators, assignees and representatives etc. will have no objection whatsoever.

3. That neither the Donor nor any of its partners, successors, executors, administrators, assignees and representatives etc. will have right claim or demand any right, title, interest over the said property in any manner whatsoever at any point of time.

SCHEDULE OF PROPERTY

District – Khurda, P.S. – Chandaka, Hal P.S. – Khandagiri, Thana No.55, Tahasil – Bhubaneswar, under the Jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar. Mouza – SHANKARPUR, Khata No.2074/2302 (two thousand seventy four / two thousand three hundred two), Sthitiban,

Contd.....5

Plot No.2828/10227 (two thousand eight hundred twenty eight / ten thousand two hundred twenty seven), Kisam - Gharabari, area gifted Ac.0.234 (two hundred thirty four) decimals out of Ac.0.522 decimals, Khata No.854 (eight hundred fifty four), Sthitiban, Plot No.2925 (two thousand nine hundred twenty five), Kisam – Gharabari, area gifted Ac.0.301 (three hundred one) decimals out of Ac.0.416 decimals and Plot No.2994/3954 (two thousand nine hundred ninety four / three thousand nine hundred fifty four), Kisam - Gharabari, area gifted Ac.0.031 (thirty one) decimals out of Ac.0.095 decimals, Khata No.2074/119 (two thousand seventy four / one hundred nineteen), Sthitiban, Plot No.2996 (two thousand nine hundred ninety six), Kisam Gharabari, area gifted Ac.0.174 (one hundred seventy four) decimals out of Ac.0.306 decimals, Khata No.2074/1858 (two thousand seventy four / one thousand eight hundred fifty eight), Sthitiban, Plot No.2929 (two thousand nine hundred twenty nine), Kisam – Gharabari, area gifted Ac.0.031 (thirty one) decimals out of Ac.0.056 decimals, Khata No.299 nine), Sthitiban, hundred ninety (two No.2929/3952 (two thousand nine hundred twenty nine / three thousand nine hundred fifty two),

Contd......6



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Kisam – Gharabari, area gifted Ac.0.100 (one hundred) decimals out of Ac.0.144 decimals and Plot No.2830 (two thousand eight hundred thirty), Kisam – Gharabari, area gifted Ac.0.036 (thirty six) decimals out of Ac.0.133 decimals, Khata No.318 (three hundred eighteen), Sthitiban, Plot No.2994 (two thousand nine hundred ninety four), Kisam – Gharabari, area gifted Ac.0.078 (seventy eight) decimals out of Ac.0.101 decimals. Total one Mouza, Six Khatas, eight plots and total area gifted Ac.0.985 (nine hundred eighty five) decimals, as per sketch map shown in red colour attached to this Gift Deed. Rent Rs.15.00 paisa.

The land is not lease hold and it is not within the consolidable limit and it is not an endowment land. The land is situated within the Municipal Corporation Area of Bhubaneswar. The land is not obtained by way of Bhudan.

Contd.....7

IN WITNESS WHEREOF the Donor signed this the day, month and year first above written in presence of following witnesses.

WITNESSES;

pt-1129 Loxniseger BBSR-751006

1. Devos. 8L pethogo For Syl Jagannath Productors & Builders

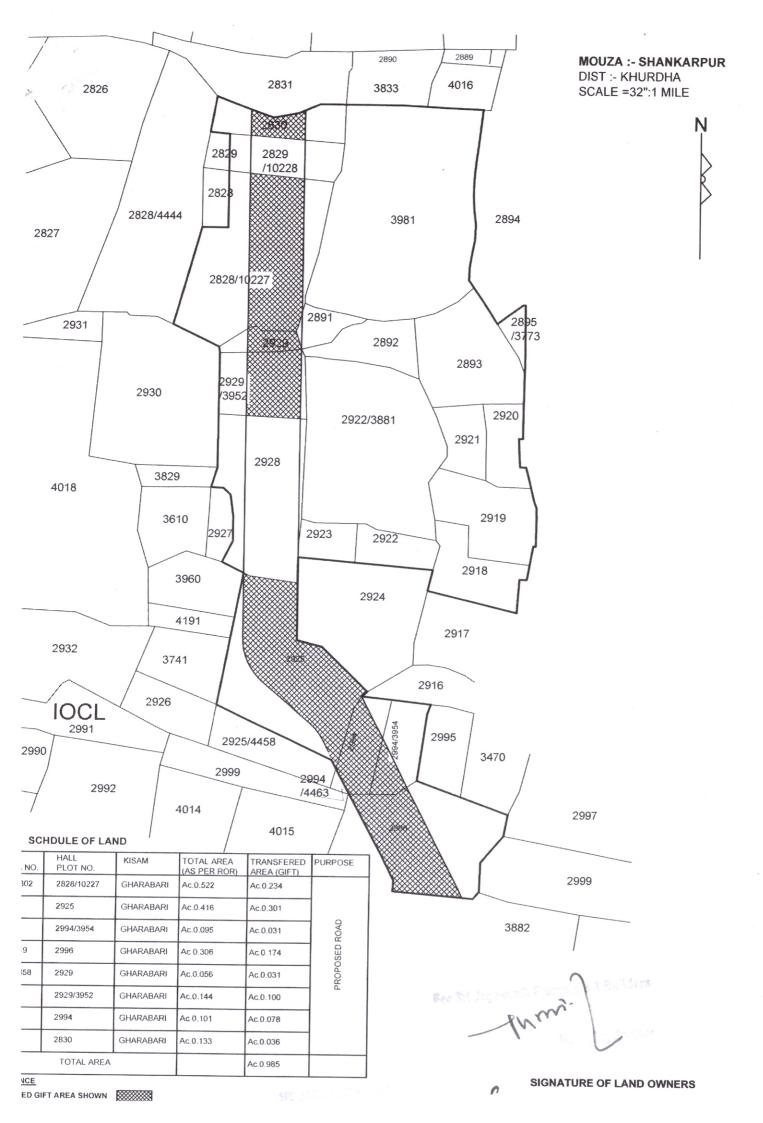
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2. Marman rough fas Paroce Nother Bhoromore

SRI JAGANNATH PROMOTERS IL BUILDERS

DONOR

Prepared by me.









Date: 09/11/2022

Signature of Registering officer

Endorsement of certificate of registration under section 60

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

Book Number: 1 || Volume Number: 259

Document Number: 11132212497

For the year : 2022

Seal :

Date: 09/11/2022

Print

Signature of Registering officer





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. 33 Fees Paid : Registration fees exempted ., User Charges-0 ,Total 0

Date: 09/11/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar KHANDAGIRI between the hours of 10:00 AM and 1:30 PM on the 09/11/2022 by PRADIPTA KUMAR BISWASROY MANAGING PARTNER JAGANNATH PROMOTERS AND BUILDERS, son/daughter/wife of , of PLOT NO-370/3184,SISHU VIHAR,PATIA,BBSR , by caste , profession and finger prints affixed.

Signature of Presenter / Date: 09/11/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by:

Execution is admitted by : Photo Thumb Impression			Signature	Date of Admission of Execution
Name	Photo	I numb impression	~,3	Execution
PRADIPTA KUMAR BISWASROY MANAGING PARTNER JAGANNATH PROMOTERS AND BUILDERS		315880006	Many	09-Nov-2022
KAILASH CHANDRA RATH PARTNER JAGANNATH PROMOTERS AND BUILDERS		315880030	new &	09-Nov-2022
DEPUTY COMMISSIONER LAND AND ENF BMC BHUBANESWAR (GOVT)	Execution By DEPUTY COMMISSIONER LAND AND ENF BMC BHUBANESWAR (GOVT) Who is Exempt from persona Appearance in this office U/S 88 Act XVI of 1908 approved by	COMMISSIONER LAND AND ENF BMC BHUBANESWAR (GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI	LAND AND ENF BMC BHUBANESWAR (GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI	and any antiference of the

Identified by PIYUSH RANJAN DAS Son/Wife of N/A of BBSR,DIST-KHURDA by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
PIYUSH RANJAN DAS				09-Nov-2022

DETAIL OF AREA DEVISIONS IN EACH REVENUE PLOT

AT SANKARPUR FOR THE PROPOSED PROJECT

LNO	HAL KHATA NO	HAL PLOT NO	TOTAL DOCUMENT	PLOT NO-1 LEFT FOR		PLOT NO-3 FOR LEFT	PLOT NO-4 FOR LEFT	PLOT NO-5 LEFT FOR
NU	HAL KHATA NO	HALFLOTINO	PLOT AREA IN ACRE	60'0" WIDE ROAD	OWNER'S LAND LEFT	OWNER'S LAND LEFT	OWNER'S LAND LEFT	NET PROJECT PLOTS
			TEOT AILEA IN ACID	LEFT FOR	FOR FUTURE	FOR FUTURE	FOR FUTURE	IN ACRE
				ACCESS TO THE	EXPANSION IN ACRE	EXPANSION IN ACRE	EXPANSION IN ACRE	Net PROJECT LANS
				ADJACENT LAND				I'm Acac
			Totalland Asca	LOCKED PLOTS		guner's land	88 W 61	
			Joseph Constitution of	IN ACRE	owners Land	and we	oune's Land	
1	2074/2302	2828/10227	ARD 0.522	0.234(Racd)			0.216 (Fulvas)	0.072 📉
2	2074/2067	2892	A-60 0.100					FM 0.100 K
3	854	2920	A60 0.100					fvij 0.100
4	854	2921	Acc 0.085					fv11 0.085 V
5	2074/1630	2922	Ae 0.069					Full 0.069 V
6	854	2923	Aco 0.045					Full 0.045
7	854	2925	ACO 0.416	0.301(Road		0.115 (tenezsiani	115 THE RESIDENCE OF THE PROPERTY OF THE PROPE	NIL
8	861	2928	ACO 0.383	0.247 (toat)			0.121(Futureuse)	0.015
9	2074/1858	2929	Aco 0.056	0.031 (Poad)			0.025 ())	MIL
10	318	2994	Ac) 0.101	0.078 (Road)	0.023 (Max)			MIL
11	854	2994/3954	Ato 0.095	0.031 (Road)	0.064 (febour)		100000000000000000000000000000000000000	MIC
12	2074/119	2996	(k) 0.306	0.174 (Road)	0.132(Future)			NIL
13	2074/2357	2829/10228	ACS 0.132	0.058 (Pord)	1		0.032 (fulux)	0.043
14	292	2893	ACS 0.270					Fv11 0.270
15	299	2929/3952	A 0.144	0.100 (Road)			0.034 (Fulox)	0.010
16	299	2895/3773	№ 0.037					0.036
17	861	2918	Ac 0.162					FvII 0.162
18	861	2919	Ac 0.215					FvII 0.215
19	861	2922/3881	ACO 0.600					Full 0.600
20	319	2891	€ 0.040	0.003 (Rosel)	1	1		0.037 Full 0.800
21	319	2891/3981	0.800				0.000(6:)	Full 0.800
22	299	2830	(c) 0.133	0.036 (Rord)			0.053(Fulvic)	
			Totalland 4.811	1.293 (Rorel)	0.219	(0.115)	0.481	TOTAL AG 2.703

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Received from	160 amendus 1600 CRYS	70	Number & eie of application.
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7th August 2023. SJPBPL/200/2023-24.

To
The Chairperson,
Odisha Real Estate Regulatory Authority, BBSR.

Compliances on 7th August 2023.

This is with reference to your Querries dated on 28/07/2023 for the items, I Pradipta Kumar Biswasroy, Managing Partner of M/s Sri Jagannath Promoters & Builders, for the Project, "Shreekhetra Greenpark" situated at Plot Mouza Shankarpur, Bhubaneswar, Khurda stated the followings:-

SI. No.	Your point	Hall Khata No.	Hall Plot No.	Sabik Khata	Sabik Plot
1	Plot No. 8	861	2928	195	1119
2	Plot No. 13	2074/2357	2829/10228	244	1087
3	Plot No. 17	861	2918	365/319	1129/1130
4	Plot No. 18	861	2919	94	1120
5	Plot No. 19	861	2922/3881	95	1123
6	Plot No. 20	319	2891	244	1091
7	Plot No. 21	319	2891/3981	244	1087

Unfortunately, the Final Settlement Publication in 2014, the above sold out Plots of the Company (**Sri Jagannath Promoters & Builders (P) Ltd.)** were wrongly published again in the Hall ROR favouring the company and whereas legally the right, title, interest and possession of the land were very much with the Firm i.e. Sri Jagannath Promoters & Builders, after the purchase deed Vide no. 1113134873, dt.30.12.2013. However, required number of R/P cases were also filed with the Settlement Commissioner, Bhubaneswar as per the provision for altering the ROR, in favour of the Firm, which are pending as yet. The case references are given as below for your knowledge.

- a) SI. No. 1, 3, 4 & 5- R/P Case no. 712/2023.
- b) Sl. No. 2, 6 & 7 R/P Case no. 758/2023.

Regarding Plot No. 16:-

We are to declare that Khata No. 299, Plot NO. 2895/3773 Acs.0.037, is actually Acs.0.036 being the physical possession with us, instead the recorded Extent of 0.037. We too have merged Acs.0.036 of land area in the Project only as per the approval Plan. We do not have any claim of balance Acs.0.001.

Contd...

Plot No - 370/3184, Near Toyota Showroom, Sishu Vihar, Patia, Bhubaneswar 751024

Conveyance Deed Format:- The right, title & interest i.e. Ownership of Plots 2918, 2829/10228, 2918, 2919, 2922/38 under Khata No. 861, 2074/2357 & 319 of Shankarpur Mouza, legally lies with the Firm i.e. Sri Jagannath Promoters & Builders by virtue of the Sale Deed No.1113134873, dt. 30.12.2013. Executed & registered by Sri Jagannath Promoters & Builders (P) Ltd. i.e. the Company. The Firm being the Land Owner is the Applicant to RERA, for Project Registration.

However, in view of wrong publication in Settlement ROR, favouring the Company, we have additionally taken the Company representative as the **consenter** to the Sale deed, and once the ROR copies are corrected favouring the Firm, we may not need the endorsement of the **Consenter**.

Your Sl. Point 12 of 13th July 2023 Query:-

Please find the ROR Copy duly uploaded after necessary correction and corrected as "Managing Partner" of Sri Jagannath Promoters & Builders.

Kindly consider the above submission & accord the permission.`

Thanking you.

Sincerely yours,

For Sri Jagannath Promoters & Builder.

For Sri Jagannath Promoters & Builders

Mg. Partner. (P.K. Biswasroy)

Managing Partner



IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

O.S.S NO. 712 / 2023

In the matter of:

Petition U/S.15(b) of the Orissa Survey & Settlement Act, 1958.

AND

In the matter of:

Sri Jagannath Promoters & Builders

A Partnership Firm being represented
by it's Partner namely Kailash
Chandra Rath aged about 63 years
Son of Late Kashinath Rath
Plot No.N-2/152, IRC Village,
P.O.-IRC Village, P.S.-Nayapalli,
Bhubaneswar, District-Khurda

..... Petitioner

Versus

Private Limited, A Private Limited
Company being represented by its
Managing Director,
Sri Pradipta Kumar Biswasray
aged about 66 years,
Son of Late Binod Bihari Biswasray
Flat Nos.301 and 306,
Sudarshan Tower, Plot No.7,
Sahid Nagar, P.O./P.S.-Sahid Nagar,
Bhubaneswar, District-Khurda

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- Tahasildar, Bhubaneswar
 P.O.-BJB Nagar-751014
 District-Khurda
- 3. Settlement Officer,Cuttack Major Settlement,Cuttack

..... Opp.Parties

The humble above named petitioner,

Most respectfully sheweth:

- 1. That the land more fully described in the schedule of this petition is the subject matter of dispute and hereinafter called as the suit land in short.
- 2. That the schedule of property appertains to Hal Plot No.2918 area of Ac.0.162 decimals, Hal Plot No.2919 area of Ac.0.215 decimals, Hal Plot No.2922/3881 area of Ac.0.600 decimals, Hal Plot No.2928 area Ac.0.383 decimals under Hal Khata No.861 of Mouza-Sankarpur is the purchased property of the petitioner on the basis of registered sale deed bearing Document No.11131314873 dated 30.12.2013 duly executed by the opp.party No.1 and gave delivery possession of the suit land in favour of the petitioner.
- 3. That since the date of purchase, the petitioner is in peaceful possession over the suit land having its every right,

title and interest thereon but during the Hal Settlement Operation, the suit land instead of recorded in the name of the petitioner same was wrongly recorded in the name of the opp.party under Hal Khata No.861.

That for proper appreciation of the case, it is humbly 4. submitted that the suit land bearing Hal Plot No.2918 area of Ac.0.162 decimals under Hal Khata No.861 corresponds to Sabik Plot No.1119 area of Ac.0.165 decimals under Sabik Khata No.195 of Mouza-Sankarpur was the purchased property of Jogi Muduli by virtue of the registered sale deed bearing Document No.2600 dated 18.10.1976 duly executed by Pravakar Behera and Brahmachari Behera and got delivery of possession of the same who had purchased the said sabik Plot No.1119 from the 1962-Sabik Settlement recorded owners Bauri Das and Murali Das on the basis of the registered sale deed bearing Document No.184 dated 06.03.1963. Accordingly Jogi Muduli became absolute owner over the sabik Plot No.1119 measuring an area of Ac.0.165 decimals.

Similarly the suit land bearing Hal Plot No.2919 area of Ac.0.215 decimals under Hal Khata No.861 corresponds to Sabik Plot No.1120 area of Ac.0.215 decimals under Sabik Khata No.94 and Hal Plot No.2922/3881 area of Ac.0.600 decimals under Hal Khata No.861 corresponds to Sabik Plot No.1123 area of Ac.0.605 decimals under sabik Khata No.95 of Mouza-Sankarpur originally belonged to and stood recorded in the name of Jogi Muduli as per the Sabik Settlement ROR finally prepared and published in the year 1962.

Jogi Muduli and his sons were peaceful possession and enjoyment over the aforesaid suit schedule property, they in order to meet their pressing legal necessities sold the same for valuable consideration money in favour of the opp.party No.1 by virtue of the registered sale deed bearing Document No.79 dated 26.09.2000 and gave delivery of possession of the same in favour of the opp.party No.1.

That similarly the suit land bearing Hal Plot No.2928 area of Ac.0.383 decimals under Hal Khata No.861 of Mouza-Sankarpur corresponds to Sabik Plot No.1130 area of Ac.0.188 decimals out of Ac.0.375 decimals under Sabik Khata No.120 and Sabik Plot No.1129 area of Ac.0.195 decimals under Sabik Khata No.147 was the purchased property of Jogi Muduli from the 1962 Sabik recorded owner Dinabandhu Sundara on the basis of the registered sale deeds bearing Document No.3549 dated 24.04.1964 and Nadia Behari Sundara on the basis of Registered sale deed bearing Document No.959 dated 27.03.1972 respectively and got delivery of possession of the said land. Said Jogi Muduli on the basis of his purchase and possession got his name recorded in the office of the Tahasildar vide Mutation Khata No.365/316, Plot No.1130/1738 area Ac.0.188 decimals and Mutation Khata No.365/319, Plot No.1129 area Ac.0.195 decimals in total Ac.0.383 decimals. Thereafter Jogi Muduli in order to meet his pressing legal necessities sold the said area of Ac.0.383 decimals for valuable consideration money in favour of the opp.party No.1 by virtue of the registered sale deed bearing Document No.3353 dated 04.08.2000 and gave delivery of possession of the same in favour of the opp.party No.1.

- 6. That the opp.party No.1 on the basis of such purchase and possession of the schedule property and other undisputed properties recorded in it's name under Hal Khata No.861 which was finally prepared and published in the year 2013-14.
- 7. That even though the Hal Settlement ROR relating to the schedule property was finally prepared and published on 14.11.2013 but due to non-correction of the Tahasil records and non-service of the Hal ROR, the opp.party No.1 was unable to know about the new Hal Khata, Hal Plot numbers and its area of the schedule property.
- 8. That the opp.party No.1 was in peaceful possession and enjoyment over the schedule property and some other properties, in order to meet it's pressing business expenditures sold the schedule property and some other properties in favour of the petitioner for valuable consideration money by virtue of the registered sale deed bearing Document No.11131314873 dated 30.12.2013 and gave delivery possession of the schedule land in favour of the petitioner.
- 9. That since the date of purchase the present petitioner is in peaceful possession and enjoyment over the schedule property having it's right, title and interest thereon. On the other hand after execution and registration of the registered sale deed the opp.party No.1 has no manner of right, title,

Kailash Chamera La

interest and possession over the schedule property or any portion thereof.

10. That the petitioner always busy with their business works and the petitioner has no knowledge about publication of the Hal ROR in the name of the opp.party No.1. Recently the petitioner on 12.06.2023 when taken steps for recording of the schedule property in it's name the Tahasil Authorities did not entertain it's application as in the sale deed it is mentioned about the sabik reference Khata and plot numbers and there the petitioner for the first time came to know that the Hal ROR in respect of the schedule property has been recorded in the name of the opp.party No.1. As there is no other remedy is available for the petitioner for recording of the schedule property in it's name in the revenue record, the petitioner by getting no other alternative is compelled to seek redress of this Hon'ble Court for relief.

11. That unless the revision is admitted, the petitioner will suffer from irreparable loss and be debarred from getting the schedule property recorded in it's name recorded in the revenue record thereby the petitioner will suffer from irreparable loss.

PRAYER

Hence it is prayed that your honour may graciously be pleased to,

[a] Admit this revision, call for the record and report from the lower court and after hearing the advocate for the petitioner be pleased to allow the revision. × Heilosh chandre has

[b] Pass necessary direction to the opp.party No.2 and 3 for recording of the schedule property in the names of the petitioner.

And for which act of your honour's kindness, the petitioner as in duty bound shall ever pray.

Bhubaneswar

By the petitioner

Date:

Through advocate

SCHEDULE OF PROPERTY

Mouza-Sankarpur, Police Station-Chandaka, P.S. No.55, Tahasil-Bhubaneswar, District-Khurda,

Hal Khata No.861

Hal Plot No.2918 area of Ac.0.162 decimals corresponds to Sabik Khata No.195, Sabik Plot No.1119 area of Ac.0.165 decimals.

Hal Plot No.2919 area of Ac.0.215 decimals corresponds to Sabik Khata No.94, Sabik Plot No.1120 area of Ac.0.215 decimals.

Hal Plot No.2922/3881 area of Ac.0.600 decimals corresponds to Sabik Khata No.95, Sabik Plot No.1123 measuring an area of Ac.0.605 decimals.

Leilah

VERIFICATION

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by verify and state that the facts stated in the petition are true to the best of my knowledge, belief and based on documents.

Relan Chardre Ros

VERIFICANT

AFFIDAVIT

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by solemnly affirm and state as follows;

- 1. That I am the petitioner in this case.
- 2. That the facts stated above are true to the best of my knowledge and belief.

Identified by;

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DEPONENT

ADVOCATE

Hal Plot No.2928 area of Ac.0.383 decimals corresponds to Mutation Khata No.365/316, Plot No.1130/1738 Ac.0.188 decimals and Mutation Khata No.365/319, Plot No.1129 area Ac.0.195 decimals and further corresponds to Sabik Khata No.120, Sabik Plot No.1130 area Ac.0.188 decimals out of Ac.0.375 decimals and Sabik Khata No.147, Sabik Plot No.1129 area Ac.0.195 decimals.

LIST OF DOCUMENTS RELIED UPON

- 1. Hal ROR vide Khata No.861
- RSD Document No.11131314873 dated 30.12.2013 2. 3.
- Sabik Khata No.195
- 4. RSD Document No.184 dated 06.03.1963
- RSD Document No.2600 dated 18.10.1976 5.
- 6. Sabik Khata No.94
- 7. Sabik Khata No.95
- 8. RSD Document No.79 dated 26.09.2000
- 9. Sabik Khata No.120
- RSD Document No.3549 dated 24.04.1964 10.
- 11. Sabik Khata No.147
- RSD Document No.959 dated 27.03.1972 12.
- Mutation ROR vide Khata No.365/316 13.
- Mutation ROR vide Khata No.365/319 14.
- 15. Information slip.

And such other document(s) found relevant and suitable will be filed at the time of hearing of the case.

CERTIFICATE

Certified that there is no such other case, application, proceedings, revisions, etc. is filed or pending before any court or Authority in respect of the subject matter seeking the same

Advocate for the petitioner

IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

o.s.s. no. 758 / 2023

Sri Jagannath Promoters & Builders	Petitioner
Versus	
Sri Jagannath Promoters & Builders	
Pvt. Limited & others	Opp.parties

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6.	RSD No.856 dated 03.02.2006	
7.	Information slip.	
8.	Vakalatnama	

And such other document(s) found relevant and suitable will be filed at the time of hearing of the case. SR JAGANHATH DROMGERS & BEE CO and of Rea

Bhubaneswar

By the petitioner

Date:

PATTORN

Through advocate

IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

O.S.S NO.		2023
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In the matter of:

Petition U/S.15(b) of the Orissa Survey & Settlement Act, 1958.

AND

In the matter of:

Sri Jagannath Promoters & Builders
A Partnership Firm being represented
by it's Partner namely Kailash
Chandra Rath aged about 63 years
Son of Late Kashinath Rath
Plot No.N-2/152, IRC Village,
P.O.-IRC Village, P.S.-Nayapalli,
Bhubaneswar, District-Khurda

..... Petitioner

Versus

1. Sri Jagannath Promoters & Builders
Private Limited, A Private Limited
Company being represented by its
Managing Director,
Sri Pradipta Kumar Biswasray
aged about 66 years,
Son of Late Binod Bihari Biswasray
Flat Nos.301 and 306,
Sudarshan Tower, Plot No.7,
Sahid Nagar, P.O./P.S.-Sahid Nagar,
Bhubaneswar, District-Khurda

SR JAGANNATH PROMOTERS & BUILDERS

K. C. LCASh. Character Le. C.

- Tahasildar, Bhubaneswar
 P.O.-BJB Nagar-751014
 District-Khurda
- 3. Settlement Officer,Cuttack Major Settlement,Cuttack

..... Opp.Parties

The humble above named petitioner,

Most respectfully sheweth:

- 1. That the land more fully described in the schedule of this petition is the subject matter of dispute and hereinafter called as the suit land in short.
- 2. That the schedule of property appertains to Hal Plot No.2891/3981 area Ac.0.800 decimals and Hal Plot No.2891 area Ac.040 decimals under Hal Khata No.319 which corresponding to Sabik Khata No.244, Plot No.1091 area Ac.0.840 deciamls of Mouza-Sankarpur is the purchased property of the petitioner on the basis of registered sale deed bearing Document No.11131314871 dated 30.12.2013 duly executed by the opp.party No.1 and gave delivery possession of the suit land in favour of the petitioner.
- 3. That since the date of purchase, the petitioner is in peaceful possession over the suit land having its every right,

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title and interest thereon but during the Hal Settlement Operation, the suit land instead of recorded in the name of the petitioner same was wrongly recorded in the name of the opp.party under Hal Khata No.861.

- That for proper appreciation of the case, it is humbly 4. submitted that the suit schedule property originally belonged to and stood recorded in the names of Bhaba Chhualsingh and others as per the Sabik ROR bearing Khata No.244, Plot No.1091 area Ac.0.840 deciamls of Mouza-Sankarpur. In an amicable partition the said Plot No.1091 was allotted in favour of the recorded owner Bhaba Chhualsingh and accordingly his was recorded in the remark coloumn of the Sabik Khata No.244 as possession of the said land. After death of Bhaba Chhualsingh his interest over the sabik Plot No.1091 was devolved upon his two sons Duryodhan Chhualsingh and Pitabash Chhualsingh and consequent upon which while they were peaceful possession and exclusive enjoyment over the sabik Plot No.1091 they in order to meet their pressing legal necessities sold the suit schedule land in favour of the opp.party No.1 by virtue of the registered sale deed bearing Document No.856 dated 03.02.2006 and gave delivery of possession of the same in favour of opp.party No.1.
- 5. That during the Hal Settlement operation even though the opp.party No.1 on the basis of such purchase and possession of the schedule property recorded it's name under Hal Khata No.319 which was finally prepared and published in the year 2013-14 but due to non-correction of the Tahasil records and non-service of the Hal ROR, the opp.party No.1

was unable to know about the new Hal Khata, Hal Plot numbers and its area of the schedule property.

- 6. That the opp.party No.1 while was in peaceful possession and enjoyment over the suit schedule property and some other properties, in order to meet the pressing business exigencies sold the schedule property and some other properties in favour of the petitioner for valuable consideration money by virtue of the registered sale deed bearing Document No.11131314871 dated 30.12.2013 and gave delivery possession of the suit land in favour of the petitioner.
- 7. That since the date of purchase the present petitioner is in peaceful possession and enjoyment over the schedule property having it's right, title and interest thereon. On the other hand after execution and registration of the registered sale deed the opp.party No.1 has no manner of right, title, interest and possession over the schedule property or any portion thereof.
- 8. That the petitioner always busy with their business works and the petitioner has no knowledge about publication of the Hal ROR in the name of the opp.party No.1. Recently the petitioner on 12.07.2023 when taken steps for recording of the schedule property in it's name the Tahasil Authorities did not entertain it's application as in the sale deed it is mentioned about the sabik reference Khata and plot numbers and there the petitioner for the first time came to know that the Hal ROR in respect of the schedule property has been

recorded in the name of the opp.party No.1. As there is no other remedy is available for the petitioner for recording of the schedule property in it's name in the revenue record, the petitioner by getting no other alternative is compelled to seek redress of this Hon'ble Court for relief.

9. That unless the revision is admitted, the petitioner will suffer from irreparable loss and be debarred from getting the schedule property recorded in it's name recorded in the revenue record thereby the petitioner will suffer from irreparable loss.

PRAYER

Hence it is prayed that your honour may graciously be pleased to,

- [a] Admit this revision, call for the record and report from the lower court and after hearing the advocate for the petitioner be pleased to allow the revision.
- [b] Pass necessary direction to the opp.party No.2 and 3 for recording of the schedule property in the names of the petitioner.

And for which act of your honour's kindness, the petitioner as in duty bound shall ever pray.

Bhubaneswar

By the petitioner

Date:

Through advocate

SPR JAGANYATH PRONDTERS & BULDERS
Chercelone, Les Le

SCHEDULE OF PROPERTY

Mouza-Sankarpur, Police Station-Chandaka, P.S. No.55, Tahasil-Bhubaneswar, District-Khurda,

Hal Plot No.2891/3981 area Ac.0.800 decimals and Hal Plot No.2891 area Ac.040 decimals under Hal Khata No.319 which corresponding to Sabik Khata No.244, Plot No.1091 area Ac.0.840 deciamls.

LIST OF DOCUMENTS RELIED UPON

- 1. Hal ROR vide Khata No.319
- 2. RSD Document No.11131314871 dated 30.12.2013
- 3. Sabik Khata No.244
- 4. RSD Document No.856 dated 03.02.2006
- 5. Information slip.

And such other document(s) found relevant and suitable will be filed at the time of hearing of the case.

CERTIFICATE

Certified that there is no such other case, application, proceedings, revisions, etc. is filed or pending before any court or Authority in respect of the subject matter seeking the same relief as sought in the revision.

Advocate for the petitioner

VERIFICATION

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by verify and state that the facts stated in the petition are true to the best of my knowledge, belief and based on documents.

SRI JAGANNATH PROMOTERS & SULL Character Ce

VERIFICANT

AFFIDAVIT

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by solemnly affirm and state as follows;

- 1. That I am the petitioner in this case.
- 2. That the facts stated above are true to the best of my knowledge and belief.

Identified by;

ADVOCATE

DEPONENT

IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

O.S.S. NO.____/ 2023

Sri Jagannath Promoters & Builders	Petitioner
Versus	
Sri Jagannath Promoters & Builders	
Pyt Limited & others	Opp parties

PETITION U/S.5 OF LIMITATION ACT

The humble petitioner most respectfully sheweth;

- 1. That the petitioner has filed this revision before this Hon'ble court challenging the preparation of the Hal ROR in the name of opp.party No.1 and prayed for recording the suit land in it's name.
- 2. That the petitioner is always busy in his business affairs. On 12.07.2023 the petitioner for the first time came to know about preparation and publication of the Hal ROR in the name of the opp.party No.1 when the Tahasil Authorities refused to entertain the application of the petitioner for recording it's name in the revenue record. The petitioner after collection necessary documents and preparation of the revision petition has filed the same today.
- 3. That there is no latches and negligence on the part of the petitioner in preferring revision in time and unless the revision is admitted by condoning the delay, the petitioner will

ACAMMATH PROMOTERS & BUILDERS

suffer from irreparable loss and be debarred from getting natural justice.

PRAYER

Hence it is prayed that your honour may be pleased to pass necessary order for condonation of delay in admitting revision and for which act of your kindness, the petitioner as in duty bound shall ever pray. SR: JAGANNIATH PROMOTERS & BUILDERS local lack

Bhubaneswar

By the petitioner

Date:

Through advocate

AFFIDAVIT

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by solemnly affirm and state as follows;

- 1. That I am the petitioner in this case.
- 2. That the facts stated above are true to the best of my knowledge and belief.

Identified by;

SPE JAGANNATH PROMOTERS & BUILDERS min Kailah Chandre Look

DEPONENT

ADVOCATE



Notarize at Bhubaneswar.

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I Pradipta Kumar Biswasroy, Managing Partner of Sri Jagannath Promoters & Builders, the Project proponent of Shreekhetra Greenpark, Located at Shankarpur Mouza, on Plot nos. 2828/10227, 2892, 2920, 2921, 2922, 2923, 2925, 2928, 2929, 2994, 2994/3954, 2996, 2829/10228, Khata No. 2074/2302, 2074/2067, 854, 2074/1630, 861, 2074/1858, 318, 2074/119, 2074/2357, and Over Hal Plot No.- 2893, 2929/3952, 2895/3773, 2918. 2919, 2922/3881, 2891, 2891/3981, 2830 of Khata No. 292, 299, 299, 861, 861, 861, 319, 319, 299, do hereby solemnly declare as follows:-

That the Sabak Plots numbered as 1087, 1091, 1091(p), 1119, 1120, 1123 & 1129/1130 corresponding to Hall Plot nos 2829/10228, 2891/3981, 2891, 2918, 2919, 2922/3881, 2928 were duly purchased by the Firm, Sri Jagannath Promoters & Builders, vide Regd. Conveyance deed bearing no.11131314873, dt. 30/12/2013, from its sister concern a private limited company i.e. Sri Jagannath Promoters & Builders (P) Ltd., and since the day of purchase, the Firm have been enjoying peacefully all right, title, interest & also physical possession of the land, over which Project is proposed and BMC has approved the same vide no. 15623 dt. 04/04/2023.

That, the aforesaid Hall Plots were published wrongfully during settlement process in the name of Sri Jagannath Promoters & Builders (P) Ltd., i.e. in the name of the Vendor to the above sale deed (deed 113131314873, dt. 30/12/2013).

That, as per the provision under OS&S Act 1958, applications under Sec 15(B) & 6(D) were also filed with the Member Board of Revenue, Cuttack for necessary correction of the recorded owner. The relevant case nos are OSS-712/23 & 758/23.

That, the facts stated above are well explained to the bench of Honorable Members of **ORERA**, in the Court held on 21st August 2023, in reference to ORERA notice **4754**, dt. 18/08/2023.

That, this affidavit is required to be produced before **RERA**, authority, seeking our Project approval.

That the facts stated above are true to the best of my knowledge & belief.

Advocate

Jagyneawar Achary SRIJAGANNATH PROMOTERS & BUILDERS Notery, Govt. Of Managing Partner Odisba, BASRA 1994 Managing Partner Mob: 9861006174 Deponent. J.N. MOHAPATRA

J.N. MOHAPATRA

REASURRY OFFICE

Bhubaneswar Court

Sunt