

### **INDIA NON JUDICIAL** Government of Odisha

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-OD00963337842725S

07-Mar-2020 12:55 PM

SHCIL (FI)/ odshcil01/ BERHAMPUR/ OD-GJM

SUBIN-ODODSHCIL0101220711956085S

CHANDRA SEKHAR SABAT

Article IA-48 Power of Attorney Deed

MOUZA-SANKARPUR

1,35,87,750

(One Crore Thirty Five Lakh Eighty Seven Thousand Seven Hundred

And Fifty only)

: CHANDRA SEKHAR SABAT

PRADEEP KUMAR PANIGRAHY

CHANDRA SEKHAR SABAT

6,79,400

(Six Lakh Seventy Nine Thousand Four Hundred only)



-----Please write or type below this line----

13/200 Be-hampur-1, Ganjam.

0002316664

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
   In case of any discrepancy please inform the Competent Authority.

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Profeep Kunar Panigrahy

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Subregistra 13 12 22 Berhampur

Berhampur 1, Ganjam Berhampur

# GENERAL POWER OF ATTORNEY- CUM-DEVELOPMENT AGREEMENT THIS AGREEMENT is made on the 07<sup>th</sup> March 2020.

#### BETWEEN

Mr. Chandra Sekhar Sabat, aged about 52 years, S/o. Sri Trinath Sabat, Brahmin by Caste, Business by profession, residing at Aska road Jagannath Auto Nagar 3<sup>rd</sup> Lane first gate Berhampur, Po. Berhampur, Ps. Badabazar, Pin No.760006, Aadhar No.7227 6642 5452, Phone No.8779705958 (hereinafter referred to as "THE LAND OWNER/FIRST PARTIES") Which expression unless excluded by or repugnant to the subject of extent shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the ONE PART.

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Managing Partner Panigrahy
Silkcity Developers
Berhampur



"M/s. Silkcity Developers", represented by its Managing Partner.

1. **Sri Pradeep Kumar Panigrahy**, aged about 53 years, S/o Late P.Ch.Panigrahy, Brahmin by caste, Business by profession, residing at Rajiv Nagar, 1<sup>st</sup> Lane, Khodasingi Berhampur Town, Po. & Tahasil-Berhampur Town, Ps. Baidyanathpur, Pin Code 760010, District-Ganjam, Odisha-, Aadhar No.9826 5986 0718, (hereinafter referred to as "THE **DEVELOPER/SECOND PARTY"**) Which expression unless by or repugnant to the subject of extent shall deem to mean and include their legal heirs, representatives, administrators, executors and assigns of the **OTHER PART**. Ph-No. 77889 19705

II. WHEREAS the property hereunder described in Para-III, is the self acquired property of the 1<sup>st</sup> party and he has purchased the same vide a Regn. Sale deed No. 10611102024/2011, 4032/2006, 2574/2007 & 10611112107/2011 of office of the District Sub-Registrar, Berhampur.

WHERE the Executant is intending to construct a multistoried Apartment/Building over the said site in accordance with the plan to be sanctioned by the competent Development Authority and accordingly a scheme has been framed by the owner and he has given the offer to the

party of the second part which is engaged in developing building complexes comprising of Apartment / Independent Flats and the Builder/Developer has agreed to develop the complex entirely at its own cost and several terms and conditions have been mutually agreed upon by and between both the parties and in order to avoid any future complication, the terms so agreed upon are reduced to writing and enumerated in this agreement.

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Managing Partner

Silkeity Developers

Berhampur



## NOW THESE PRESENT WITNESSTH AND PARTIES HEREBY AGREED AS FOLLOWS.

- 1. By virtue of the recitals herein contained the owner represent and declare that he is competent and absolutely seized and possessed of the lands in question as set out in the schedule given below and as the permanent owner of the lands, the First party vonvey, vest and assigns upon the builders/developer the right to undertake construction of multistoried building in accordance with the plan sanctioned/approved by the Berhampur Development Authority CUM- Berhampur Municipality Corporation shall deal with various portions of the said multistoried residential complex on the terms and conditions herein contained
- 2. The owner and builder/developer will negotiate independently with the adjacent plot owners for joint development of the project/apartment along with the below mentioned lands.
- 3. The construction of multistoried residential complex will be completed/finished within a time schedule of 36 months from the date of approval from BDA/BeMC.
- 4. The Builder/Developer shall construct the multistoried residential according to the plans and permissions (s) accorded by the development authority and shall not construct any illegal or unauthorized units and if do so it would be entirely at its own cost and risk of the builder and the owners will not be liable for its consequences. However, if any deviations is made as per (Vastu) principls or as per the advice of the structural Engineer, the Builder/Developer has to regularize the same. The responsibility with regard to the quality and standard of construction of the building shall be exclusively that of the Builder/Developer.

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Managing Partner
Silkcity Developers



#### 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. 48(g) Fees Paid: A18(iii) & A(1)-272005, User Charges-340, Total 272345

Date: 07/03/2020

Signature of Registering officer

#### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar BERHAMPUR-I between the hours of 10:00 AM and 1:30 PM on the 07/03/2020 by CHANDRA SEKHAR SABAT, son/daughter/wife of TRINATH SABAT, of ASKA ROAD JAGANNATH AUTO NAGAR 3RD LANE FIRST GATE BERHAMPUR,PO-BERHAMPUR,PS-BADA BAZAR, by caste General, profession Business and finger

Signature of Presenter / Date: 07/03/2020

Registering officer.

Endorsement under section 58 Execution is admitted by : Name Signature Date of Admission of Execution CHANDRA SEKHAR SABAT 07-Mar-2020 MS SILKCITY DEVELOPERS REPRESENTED BY ITS 07-Mar-2020 MANAGING PARTNER PRADEEP KUMAR PANIGRAHY

Identified by SIMANCHALA GOUDA Son/Wife of LATE GOVINDA GOUDA of AT-NILAKANTHA NAGAR 1ST LANE, BIJIPUR, BERHAMPUR GANJAM by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SIMANCHALA GOUDA		41463185	Samuel Brode	07-Mar-2020

Date: 07/03/2020

f Registering officer

Endorsement of certificate of registration under section 60

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

Book reumber : 1 || Volume Number : 26

Document Number : 10612001264

For the year : 2020

Seal :

Oate: 07/03/2020

Print

Signature of Registering officer

**5. COMMENCEMENT**: This agreement shall commence on and from **Dt.** 07.03.2020.

#### 6. CONSTRUCTION:

a) That the building plan will be in accordance with rules and regulations laid down by the Berhampur Development Authority – CUM- Berhampur Municipality Corporation. The building (s) shall be of first class construction based on their specification confirming to ISI code of Civil Engineering practice as per drawings, which is specified below.

### SCHEDULE DETAILS OF SPECIFICATION FOR CONSTRUCTION:-

Structure should be R.C.C. framed

Walls - Brick walls 9" external & 4.1/2" internal

The flooring will be of vertrified tile inside building, Marbles/ Granite for stair & Corridor.

Platform of the kitchen will be of Granite.

Toilet will be fitted with ceramic tile flooring with glazed tile skirting up to lintel level, concealed plumbing with necessary chromium plated fitting of good quality.

The concealed pipelines will be of PVC pipe with necessary fittings. Two deep bore wells and one overhead tank is to be provided.

There will be concealed wiring with required points for plugs, sockets, Telephone, TV cable consection in all the rooms.

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Managing Partner

Silkcity Developers

Berhampur



Back up generator set (silent) of required capacity for lighting during power cuts for common places (one lift, corridor, parking, staircase).

Equipments used for electricity supply must be of standard quality.

The elevation of the building will be contemporary.

- b) However, the Builder/ Developer may make or agree to make such variations in the designs or plans as may be required or considered by them desirable or necessary and the roof right shall be with the Builder/ Developers and owner.
- c) That, the Builder/ Developer shall be free to change/alter and modify the sanctioned plan on taking approval of the owner/intending flat purchaser for the betterment of the project within the sanctioned built-up area.
- d) The multistoried residential complex over the said lands shall be constructed under the direct control, supervision and guidance of the Builder/ Developer. The owners will have the right to inspect the construction at all reasonable times with prior intimation to the builder/developer.
- e) That Builder/ Developer shall make their best Endeavour to complete finish the said building in all respect so as to benefit for occupations/habitation within 36 month from the date of BDA/BeMC of the agreement prevented by reason beyond the control of the builder/developer including force major conditions. In the event of the Builder/ Developer failing to complete the construction of multistoried residential complex within the specified period, the Builder/ Developer and the owners will sit together and decide mutually for further extension of the

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Managing Partner Silkcity Developers Berhampur



#### OWNER'S OBLIGATION:

The owners hereby agree and covenant with the Builder/Develper as Follows:

- Not to cause any interference or hindrance in the construction of the said multistoried residential cum commercial complex over the said land by the Builder/Developer, unless the Builder/Developer act in a manner violating or inconsistence to the terms of this Agreement.
- Not to enter into any agreement or transfer, convey or assign or encumber or deal with said property or any portion thereon with any third party.
- c) The owner delivered possession to the Builder/ Developer to enter upon the said property and shall have absolute authority and competency to commence, carry on and complete the development of the lands in accordance with the permission granted.
- d) The owner will at the request and at the cost of the builder/developer sign and execute papers, documents, applications for approval of the building plans and other related documents relating to the construction of the apartments and its infrastructures.

### 8. (i) DEVELPOPERS OBLIGATIONS:

The exercise relating to the Development of the said multistoried residential cum commercial complex shall commence with effect from the date of signing and executions of this agreement by the builder/developer as well as owner, i.e. 07.03.2020 Pradeep Kumar Panigrahy

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- b) To complet/finish the construction and erection of the said building within 36 months from the date of the agreement or such extended time as may be mutually agreed upon.
- c) However, the builder/developer shall make all Endeavour to complete all construction in the multistoried residential complex within 36 months, from the date of approval from BDA/BeMC. In such an event of bad market situations, this time schedule shall be extended after mutual agreement between both the parties.
- d) Not to violate or contrivance any statutory previsions, rules, regulations etc. applicable for construction of the said building complex.

#### (ii) CONSIDERATION:

- a) That the parties hereto above shall share the total units/built-up in the proposed housing complex proportionate to their share in respect of the floor space areas and right of user of the common spaces or amenities proportionate their share in respect of the floor space or the entire project to be built on the said plot in the ratio i.e. 33%: 67% of total built area in each floor. So the Builder/Developer has got absolute right to deal with its share 67% of the total built up ares in each floor. Be it be noted here that, the owner share in the constructed area will be confirmed to 33% of the built up area as per the norms of Berhampur Development Authority CUM- Berhampur Municipality Corporation against the size of their lands.
- b) The parties hereto i.e. the builder & the owner hereby mutually agree that in order to and the purpose and in the process of the proporationate the saleable areas in the allocated shares of 33% and 67% fallings in the share of either of the parties is less than the agreed percentage of such party, then

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Managing Partner

Silkcity Developers

Berhampur



the concerned party shall be compensated by the other party so as to make the share at par with their respective percentage of built up area at the market rate, i.e. the sale price fixed by the builder/developer, at the time of distribution between the parties. It shall, however, be open to the parties to arrive at such other manner, mode of computation in the compensation payable in such situation by mutual agreement.

### (iii) RESIDUARY TERMS AND CONDITIONS:

- a) In consideration of the terms hereby agreed upon, the owners give, assign and absolutely vest the Builder/ Developer the right to development/construction on the said lands and also their right to sell transfer and assign balance constructed space/built up area in the said house complex, i.e. 67% of the constructed area along with proportionate land area.
- b) The Builder/Developer shall have the right to enter into agreement with intending owner of residential cum commercial apartment to sell, transfer, charges, assign and let out 67% of the total constructed/built up area except the owners entitlement of the area and the owner will not object to such transfer, assignment or disposition. The owners will join as confirming party at the request of the Developers for executions of relevant document, if and when required. It is hereby agreed that the builder/developer shall have the right to finalize and settle the terms and /or to dispose 67% of the built up area/apartment in the proposed residential cum commercial complex at such rate as the Builder/ Developer in its absolute discretion thinks proper.
- c) That both the parties shall bear the expenses for the installation of electric transformer for supply of power to the said multistoried residential complex in the ratio of 33:67, i.e. in proportion to their respective share.

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Managing Partner

Silkcity Developers

Berhampur



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- d) The owner hereby agrees to execute necessary deeds of conveyance directly or through his power of attorney Holder in favor of the intending apartment owner(s) However, all costs, charges and expenses in respect thereof shall be paid by the intending purchaser (s)
- e) The builder/developer shall be at liberty to appoint its own Contractors. Staffs, Supervisor, Managers, Engineers, Architects to carry out the construction works and the owner will not have any objection for the same.
- f) That the Builder/Developer shall have the right to receive from the intending flat purchaser (s) any earnest money and or booking amount and also the balance of cost of apartment and to grant receipts and execute such conditions as may be deemed necessary and present the same before the registering authority for registration and to execute the registered sale deed, to the extent of 67% excluding the 33% area, out of the total built up areas, pertaining to Builder/Developer's allocation in the residential cum commercial complex. The owner hereby agrees ratify and confirm all acts, the Builder/Developer shall lawfully do and to execute and perform or cause to be executed and performed all such acts and deed in connection with the sale of undivided, importable, proportionate and joint share or interest in the lands and /or apartment in the said proposed residential cum commercial complex by virtue of the agreement without receipt of any consideration. The owner will have no objection, if the intending flat owner (s) will mortgage his/their flat(s) to any financial institution to obtain loans for purchasing the same.
- g) The owner hereby agree to execute and sign necessary documents, letters, power of attorney which may be required for caring out the construction of the proposed complex and to render all help and assistance

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Managing Partner
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to the Builder/Developer to facilitate the construction of the proposed building on the said plot of lands.

#### 9. ARBITRATION:

In case of any dispute or difference arises between the parties during the progress of or abandonment of the work, pertaining to the construction of any term or covenant spelt out in this contract or any clause thereof of relating either to the said building work or any incidental and ancillary disputes/ differences arising out of this contract or any other supplementary contract disputes relating to payment and no payment entitlement between the parties etc. shall be referred to an arbitrator, whose decision shall be final and shall be held at Berhampur Jurisdiction only.

- 10. That, in the event of Berhampur Development Authority CUM-Berhampur Municipality Corporation and other authorities concerned permitting any future vertical or horizontal extensions or construction in the said building and /or in the said premises/plots at any time then in that event same shall be built by the Developer and on such eventuality and Builder/Developer and the owner will be entitled to their proportionate shares on the basis to be mutually decided.
- 11. That, the property will remain under the disposal of the Builder/Developer, after giving the total agreed share to the owner till the formation of the Society and till ultimate handing over the land and building to the resident welfare association or Society to be formed by the owner of the flat (s), and commercial area.

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Managing Partner Silkcity Developers Berhampur

Pradeep Kunar Panigrahy



NOW THESE PRESENTS witnessed that, I the owner name Mr. Chandra Sekhar Sabat, constitute and appoint "M/s. Silkcity Developers", represented by its Managing Partner. : Sri Pradeep Kumar Panigrahy as my true and Lawful Attorney to do and execute and perform all of the following acts, deeds, matters and things on my behalf:

- i) To build or to construct residential cum commercial complex and to manage and supervise the construction work of the same on my plot measuring an area Ac.0.774 Decimals of Mouza-Sankarpur.
- ii) To approach, appear, represent and carry on correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Govt. Department, Revenue Authorities, Berhampur Municipality Corporation, Berhampur Developer Authority and other concerned authorities in connection with the conversion, development, construction,
- iii) To construct the Apartment over the below mentioned scheduled land as per the permission granted by the Berhampur Development Authority CUM- Berhampur Municipality Corporation as well as other statutory bodies and also to do the needful for regularization of the structure, if any as per the relevant rules and regulations, being promulgated from time to time by the Government, Berhampur Development Authority CUM-Berhampur Municipality Corporation and other statutotory bodies, on my behalf.
- iv) To receive money from the intending owner (s) of the flat (s) and commercial areas in connection with the booking/agreement/installment payment made towards the Builder/Company/Land owner for sale of the

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Managing Partner

Silkcity Developers

Berhampur



developed saleable area, as per our Agreement, i.e. the allotted share of the Builder/Developer.

- v) To enter into agreement with the intending owner (s) of the flat (s) and commercial areas for sale of the flat (s) /commercial space allotted to the share of the Builder/Developer, i.e. 67% of the saleable area.
- vi) To negotiate with customers intending to purchase the said flat (s) /commercial areas (Which includes the undivided importable, share in lands) abed sell the same to the intending purchaser or purchasers as the case may be and to execute the necessary sale deed or deeds on my behalf in favour of the said purchaser or purchasers, as the case may be and to receive the consideration amount in respect of such sale deed or deeds as well as handover the possession of the said property to the purchaser (s)
- Registering officer for registration on my behalf and to do all other acts and deeds that are required under the law of registration at the Odisha Apartment Ownership Act.-1982, in force from time to time, in favour of the purchaser or purchasers as fully and effectually as I could do the same for myself and they could do for their 67% share.
- iii) To appear in all the Courts such as Civil, Criminal, Labour and in all Officers of government, in case, any dispute arises in respect of the said property & project and to do all the needful in my beneficial interest.
- ix) In the event of any dispute, if there is any necessary in proceeding to the court of law, the attorney will do the same and continue proceeding before the law of courts by engaging Advocates, by signing Vakalatnama and he can sign plaint, written statement, petitions, countries etc. and if

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Pradeep Kumer Panigrahy

Managing Partner

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Berhampur



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necessary will file suits, appeals, revisions on my behalf and can enter into compromise or withdraw cases with the third parties.

- x) To receive from any Person, Officer, Authority, Tribunal or Court any document, money or other things and gives release and receipt thereafter.
- xi) Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.
- xii) To do all other acts, deeds, matters and things which may be necessary to be an rending these presents valid and effectually to all intends and purposes.
- xiii) For performing and carrying out the purposes of these presents hereby grant unto the said Authority full and absolute authority and power on such terms and conditions as the Attorney shall think fit and proper.
- xiv) I hereby agree to rectify and confirms whatsoever the said Attorney shall do in relations on the premises by virtue of these presents and I hereby declare that we shall not do anything in consistence with or contrary to the content and spirit of this Power Of Attorney
- xv) I here by declare that the powers and authorities hereby granted are irrevocable till the said property is fully and property development as per the Agreement, Agreement for sale and sale deeds are executed in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the land, building, flatware conveyed to the purchasers and Associations of the Apartment Owner is registered and starts functioning

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Managing Partner Silkcity Developers Berhampur

Prodeep Kumon Panigraly



Your above acts will be accepted by all, by the courts as well as public as done by me. have executed this document on my own consent and understanding the contents of the same.

#### SCHEDULE OF THE PROPERTY:

An extent of Ac0.774 Dec. of land which is situated in Sankarpur Mouza in Berhampur Tahasil, Under Badabazar Police Station with in the Registration Sub-District of Berhampur-II, detailed as below:

- 1. Khata No. 283/1226 (Two hundred eight three by One thousand two hundred twenty six), Plot No. 45 (forty five) Wet Ac.0.208 Dec., Plot No. 45/1069 (Forty five by One thousand sixty nine) Wet-Ac0.040 Dec., Plot No. 45/1504 (forty five by One thousand five hundred four), Wet-Ac0.168 Dec.,
- 2. Khata No. 283/2160 (Two hundred eight three by Two thousand one hundred sixty) Plot No. 45/1067 (forty five by One thousand sixty seven) Wet – Ac.0.195 Dec
- 3. Khata No. 283/1318 (Two hundred eight three by One thousand three hundred eighteen) Plot No. 45/1068 (forty five by One thousand sixty eight) Wet - Ac.0.064 Dec, Total Ac0.675 Dec. As per Bench Mark Valuation Rs.1,11,37,500/-
- 4. Khata No. 283/1059 (Two hundred eight three by One thousand fifty nine ) Plot No. 39/2245 (thirty nine by Two thousand two hundred forty five) Gharabari Ac.0.049 Dec., Plot No. 40/2246 (Forty by Two thousand two hundred forty six ) Gharabari -Ac0.050 Dec., Total-Ac.0.099 Dec. As per Bench Mark Valuation Rs.24,50,250/- Neor1st ponigrahi penthastret of lamola. All total Ac0.774 Dec.

  Pradeep Kuner Panigrahy

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Silkcity Developers



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Bounded by:

East - Road.

West - Plot No.40 & 44.

North - Road.

South - Kenal.

I the executants hereby signed this document before the witnesses after read over and explained by the legal advisor in my language and understanding thoroughly. IN WITNESS of the pastries have hereon to put set and subscribed their respective hands and seal on the date, month and year above written

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Pradeep Kumer Enigrahy
Managing Partner
Silkcity Developers

Witnesses:

1. Simanchale Goude. 2. J. Nagerwan La.

Sto V Gavinda Goude. 310 V J. V. A.N. murry

Nila Kantha Nagar. Ithano. prem negar 7th line

Bitiput, Berhamput

Deed Writter Dist-Ganzam o' Berhampu. 760002

Deed Writter Santosh Reemen School Gransem. onillo

Sri Santosh Kumar Sahani, D/L No.30/92

Owners (First Party)

Pradelp Kung Panigrahy
Builder/Developer (Second Party)
Managing Partner
Silkcity Developers

Berhampur



RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate) Registration Office: BERHAMPUR-Application id: 612001295 Book No: 1 Executant Name Presenter Name Claimant Name STAXORA SEKHAR SABAT CHANDRA SEKHAR SA MS SILKCITY DEVELOPERS REPRESENTED BY ITS MANAGING PARTNER PRADEEP KUMAR PANIGRAHY Total Registration Fees Paid: `272345 A18(iii) & A(1): `272005 Incidental Fee Details User Charges: Expected date of return of document: Date: 07-Mar-2020 Signature of the Registering Q will be destroyed if not received within 2 years. the registration fee shall be returned. Back



# Registered Deed Postal Fee Receipt

#### **Duplicate Receipt**

Date

: 07-Mar-2020

Name

MS SILKCITY DEVELOPERS REPRESENT:

MANAGING PARTNER PRADEEP KUMAR

Application Id.

: 612001295

Head of item

Postal Fee For Delivery of Registered I

PANIGRAHY

Registered Deed Delivery Fee

60 (Sixty rupees only)

Registered Deed Postal Address

S/O-P. CH. PANIGRAHY,AT-RAJIV NAGAR 1ST LANE, KHODASINGI BERHAMPUR TOWA,PO-BERHAMPUR

TOWN, PS-BAIDYANATHPUR

Date:07-03-2020

Signature and Stamp of Registering Officer.

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