



Dt.15.03.2022

To

The Managing Director,
Mahima Infracon Pvt. Ltd.,
Samanta Vihar, Chandrasekharapur, Bhubaneswar.

Sub: Legal scrutiny report after verification of all the relevant land documents in respect of the property scheduled below.

Ref : Title Investigation Report and legal opinion on the question of right, title, interest and possession of the land owners and marketability of the property relating to the Residential Apartment Project, named & styled as **"SUSAMA TOWER" PHASE-I**, being developed & constructed by Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain for & on behalf of the land owners, Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo & Nirupama Sahoo, all are sons and daughter of Late Satyananda Sahoo.

Schedule of Property

Mouza-Bhubaneswar Sahar, Unit No.38, Pandara , Tahasil-Bhubaneswar, Tahasil No.256, Thana-New Capital (Hal Thana/P.S.-Mancheswar), Thana No.28, District Sub-Registrar Office, Khordha at Bhubaneswar, District-Khordha.

(1) Khata No.1330/9645, Plot No.3363/6737/15113, Area-Ac.0.008 decimals, corresponding to Hal Settlement Khata No.898, Plot No.3363, Area-Ac.0.008 decimals out of Area-Ac.0.040 decimals further out of Area-Ac.0.150 decimals, Kisam-Gharabari, Status-Sthitiban.

(2) Hal Settlement Khata No.1150, Plot No.3366, Area-Ac.0.240 decimals, Kisam-Gharabari, Status-Sthitiban.

Total nos. of Two Khata, Two Plots, One Mouza, Total Project Area-Ac.0.248 decimals.

Total nos. of 20 residential units/flats together with the proportionate impartible undivided interest in the land of the Project named and styled as **"SUSAMA TOWER" PHASE-I**, a Stilt + Four Storied Residential Apartment Building at Mouza-Pandara.



Documents scrutinized:-

- (1) Hal Settlement ROR/Patta published in the year 1988 in the name of Bhramarbar Swain, S/o Bidei Swain in respect of Khata No.898, Plot No.3363, Kisam-Biali Dofasal, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara - **Photocopy of Certified Copy & iNet Copy.**
- (2) Regd. Sale Deed bearing Document No.2421, dt.12.06.1995 executed by Khetrabasi Swain & Surendra Nath Swain, both are sons of Late Bhramarbar Swain in favour of Sisir Kumar Rath and Samir Kumar Rath, both are sons of Raj Kishore Rath - **Photocopy.**
- (3) Mutation ROR/ Patta issued vide Mutation Case No.5286/1995 in the names of Sisir Kumar Rath, S/o Raj Kishore Rath; Samir Kumar Rath, S/o Raj Kishore Rath in respect of Khata No.1330/909, Plot No.3363/6737, Area-Ac.0.040 decimals, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara - **Photocopy & iNet Copy.**
- (4) Regd. Sale Deed bearing Document No.2344, dt.22.05.1996 executed by Sisir Kumar Rath and Samir Kumar Rath, both are sons of Raj Kishore Rath in favour of Manoranjan Sahoo, S/o Satyananda Sahoo - **Original.**
- (5) Conversion ROR/Patta issued vide OLR u/s 8(A) Case No.4283/2019 in the name of Manoranjan Sahoo, S/o Satyananda Sahoo in respect of Khata No.1330/9645, Plot No.3363/6737/15113, Area-Ac.0.008 decimals, Kisam-Gharabari, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara.
- (6) Revenue Rent Receipt No.2021-222002003801067, dt.10.03.2022 for the year 2021-22 in respect of Khata No.1330/9645, Area-Ac.0.008 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara- **Online Receipt.**
- (7) Notarized Development Agreement executed on dt.08.12.2017 between Manoranjan Sahoo, S/o Late Satyananda Sahoo, called as the Land Owner/Party of the First Part and Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Developer/Party of the Second Part - **Original.**
- (8) Regd. Deed of GPA bearing Document No.11082102621, dt.19.02.2021 executed by Manoranjan Sahoo, S/o Late Satyananda Sahoo, called as the Principal/Land Owner in favor of Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Attorney Holder/Developer - **Original.**
- (9) Hal Settlement ROR/Patta published in the year 1988 in the name of Satyananda Sahoo, S/o Hari Sahoo in respect of Khata No.1150, Plot No.3366, Area-Ac.0.320 decimals, Kisam-Sarad-II, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara - **Photocopy & iNet Copy.**
- (10) Legal Heir Certificate issued by the Office of the Tahasildar, Bhubaneswar vide Misc. Case No.581/2002 regarding the legal heirs of Late Satyananda Sahoo, S/o Late Hari Sahoo - **Photocopy.**
- (11) Legal Heir Certificate issued by the Office of the Tahasildar, Bhubaneswar vide Misc. Case No.833/2014 regarding the legal heirs of Late Subhadra Sahoo, W/o Late Satyananda Sahoo-**Photocopy.**
- (12) Conversion ROR/ Patta recorded vide OLR u/s 8(A) Case No.1162/2018 in the name of Satyananda Sahoo, S/o Hari Sahoo in respect of Khata No.1150, Plot No.3366, Area-Ac.0.240 decimals, Kisam-



Gharabari, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara - **Photocopy.**

(13) Revenue Rent Receipt No.2021-222002003801068, dt.10.03.2022 for the year 2021-22 in respect of Khata No.1150, Area-Ac.0.240 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara- **Online Receipt.**

(14) Notarized Development Agreement executed on dt.08.12.2017 between Manoranjan Sahoo, S/o Late Satyananda Sahoo & others, called as the Land Owners/Party of the First Part and Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Developer/Party of the Second Part - **Original.**

(15) Regd. Deed of GPA bearing Document No.11082102622, dt.19.02.2021 executed by Manoranjan Sahoo, S/o Late Satyananda Sahoo & others, called as the Principal/Land Owners in favor of Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Attorney Holder/Developer - **Original.**

(16) Building Layout Plan approved by Bhubaneswar Municipal Corporation (BMC) - **Original.**

(17) Permission Letter bearing No.59493, dt.13.11.2020 issued by the Bhubaneswar Municipal Corporation in favor of Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo & Nirupama Sahoo for construction of S+4 storey Residential Apartment Building over Plot No.3366 (P) & Plot No.3363 (P) under Khata No.1330/9645 & 898, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara - **Original.**

(18) Agreement for Allocation of Share, dt.29.12.2021 executed between Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Developer/Party of the First Part and Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo & Nirupama Sahoo, all are sons and daughter of Late Satyananda Sahoo, called as the Land Owners/Party of the Second Part - **Original.**

(19) Certificate of Incorporation of Mahima Infracon Pvt. Ltd. bearing CIN No.U70101OR 2008PTC009892 of the year 2007-08 - **Photocopy.**

(20) Extract of Board Resolution dt.09.02.2022 passed in the meeting of the Board of Directors of Mahima Infracon Pvt. Ltd. regarding the authorized signatory for the Project - "SUSAMA TOWER" Phase-I at Pandara - **Photocopy.**

(21) Brochure of the Project - "SUSAMA TOWER" Phase-I - **Original.**

(22) Certified Copy of Regd. Sale Deed bearing Document No.2344, dt.22.05.1996 executed by Sisir Kumar Rath and Samir Kumar Rath, both are sons of Raj Kishore Rath in favour of Manoranjan Sahoo, S/o Satyananda Sahoo - **Certified Copy.**

(23) Certified Copy of Regd. Deed of GPA bearing Document No.11082102621, dt.19.02.2021 executed by Manoranjan Sahoo, S/o Late Satyananda Sahoo - **Certified Copy.**

(24) Certified Copy of Regd. Deed of GPA bearing Document No.11082102622, dt.19.02.2021 executed by Manoranjan Sahoo, S/o Late Satyananda Sahoo & others - **Certified Copy.**

(25) Non-Encumbrance Certificate being Certificate No.EC1082022008120, dt.14.03.2022 issued by the District Sub-Registrar, Bhubaneswar for the period of last 30 years - **Original.**



TRACING OF TITLE :

Dear Sir,

As requested, I have carefully perused and scrutinized all the relevant documents as mentioned above. I have also made thorough search in the Index of the concerned Office of the Registrar Authority and caused verification of the relevant records of the property in question in the concerned revenue offices to find out whether the present owners of the scheduled properties have clear, valid, absolute and marketable title over the same and are competent enough to deal with the property at their own and free will without being fettered by any restrictions or limitations what-so-ever. Whether the Developer, M/s Acrux Realcon Pvt. Ltd., represented through its Managing Director, Mr. Ramesh Chandra Swain has derived valid right and authority over the property and is competent enough to construct building, execute necessary documents and dispose of the construction space along with undivided proportionate impartible interest in land in favour of the intending purchaser/s without being fettered by any restrictions or limitations what-so-ever. After causing necessary search and thorough verification and perusal of the relevant records available, I am submitting my legal opinion with the following findings, observation & views.

On careful perusal of the documents in relevance to the property in question, it reveals that the Hal Settlement Record of Rights has been framed and finally published in the year 1988 under the provisions of Orissa Survey and Settlement Act, 1958 and Orissa Survey and Settlement Rules, 1962 in the name of Bhramarbar Swain, S/o Bidei Swain in respect of Khata No.898, Plot No.3363, Area-Ac.0.150 decimals, Kisam-Biali Dofasal, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara in sthitiban status. The Settlement Authority has issued the Hal Settlement ROR/Patta in respect of the property in the name of above named recorded tenant.

It further reveals that the said recorded tenant, Satyananda Sahoo, S/o Late Hari Sahoo passed away leaving behind his two sons, namely, Khetrabasi Swain & Surendra Nath Swain as his legal heirs/successors-in-interest who succeeded to the estate of the deceased as per the provisions of the Hindu Succession Act, 1956 and acquired absolute ownership with right, title, interest and possession over the property/ies of their father. Legal Heir Certificate issued by the Office of the Tahasildar, Bhubaneswar vide Misc. Case No.581/2002 regarding the legal heirs of Late Satyananda Sahoo, S/o Late Hari Sahoo

Subsequently, Khetrabasi Swain & Surendra Nath Swain, both are sons of Late Bhramarbar Swain for their legal necessities sold the property in respect of Khata No.898, Plot No.3363, Area-Ac.0.040 decimals out of Area-Ac.0.150 decimals, Kisam-Biali, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara in favour of Sisir Kumar Rath and Samir Kumar Rath, both are sons of Raj Kishore Rath vide execution of Regd. Sale Deed bearing Document No.2421, dt.12.06.1995 on receipt of the total consideration price and delivered the physical possession of the property in favor of the Vendee.

After purchase of the property, Sisir Kumar Rath and Samir Kumar Rath, both are sons of Raj Kishore Rath got their names recorded in the Jamabandi Register or Continuous Khatian of the Tahasil, Bhubaneswar in respect of the purchased area of land in respect of Khata No.898, Plot No.3363, Area-Ac.0.040 decimals out of Area-Ac.0.150 decimals, Kisam-Biali, Status-Sthitiban, Mouza-Bhubaneswar



Sahar, Unit No.38, Pandara by virtue of mutation proceeding vide Mutation Case No.5286/1995 and obtained the Mutation ROR/Patta in their names in respect of Khata No.1330/909, Plot No.3363/6737, Area-Ac.0.040 decimals, Kisam-Biali Dofasal, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara in sthitiban status. After execution and registration of sale deed and issue of ROR/Patta, Sri Sisir Kumar Rath and Samir Kumar Rath became the absolute owners of the property with right, title, interest and possession therein.

It further reveals that prior to issue of ROR/Patta in their names, Sri Sisir Kumar Rath and Samir Kumar Rath, both are sons of Raj Kishore Rath for their legal necessities sold the property in respect of Khata No.898, Plot No.3363, Area-Ac.0.008 decimals out of Area-Ac.0.040 decimals further out of Total Area-Ac.0.150 decimals, which corresponds to Mutation Khata No.1330/909, Plot No.3363/6737, Area-Ac.0.008 decimals out of Area-Ac.0.040 decimals, Kisam-Biali Dofasal, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara in favour of Manoranjan Sahoo, S/o Satyananda Sahoo vide execution of Regd. Sale Deed bearing Document No.2344, dt.22.05.1996 on receipt of the total consideration price and delivered the physical possession of the property in favor of the Vendee.

After purchase of the property, Manoranjan Sahoo, S/o Satyananda Sahoo got his name recorded in the Jamabandi Register or Continuous Khatian of the Tahasil, Bhubaneswar in respect of the purchased area of land in respect of Khata No.898, Plot No.3363, Area-Ac.0.008 decimals out of Area-Ac.0.040 decimals further out of Total Area-Ac.0.150 decimals, which corresponds to Mutation Khata No.1330/909, Plot No.3363/6737, Area-Ac.0.008 decimals out of Area-Ac.0.040 decimals, Kisam-Biali Dofasal, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara by virtue of mutation proceeding vide Mutation Case No.6180/2018 and obtained the Mutation ROR/Patta in his name in respect of Khata No.1330/9645, Plot No.3363/6737/15113, Area-Ac.0.008 decimals, Kisam-Biali Dofasal, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara in sthitiban status. Subsequently, Manoranjan Sahoo got the Kisam of the land under Khata No.1330/9645, Plot No.3363/6737/15113, Area-Ac.0.008 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara converted to Homestead i.e. Gharabari purpose vide OLR 8(A) Case No.4283/2019 and obtained one Certified Copy of the Conversion ROR/Patta from the Office of the Tahasildar, Bhubaneswar.

Since purchase of the land and issue of ROR/Patta in his name, Sri Manoranjan Sahoo has been enjoying the peaceful possession of the property without any interruption by performing various acts of ownership over the same and paying revenue rent to the Govt. regularly. Revenue rent for the year 2021-22 has been paid to the Govt. exchequer vide Receipt No.2021-222002003801067, dt.10.03.2022 in respect of Khata No.1330/9645, Area-Ac.0.008 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara.

It is further observed that Sri Manoranjan Sahoo in order to get maximum usufructs out of his land intended to develop the land in question and raise a multi storied residential apartment building over the land for which he entered into negotiation with one Developer/Builder, Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain and after a good deal of discussion, one Development Agreement has been executed before the Notary Public, Bhubaneswar on dt.08.12.2017 between Sri Manoranjan Sahoo, S/o Late Satyananda Sahoo, called as the Land Owner/Party of the First Part and Mahima Infracon Pvt. Ltd. (a Regd. Company incorporated under the Companies Act, 1956 bearing CIN No.U70101OR 2008PTC009892 of the year 2007-08), represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the



Developer/Party of the Second Part for development of land and construction of a multi-storey residential apartment building over the land under Khata No.1330/9645, Plot No.3363/6737/15113, Area-Ac.0.008 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara on sharing basis of 40% (Land Owner's share) : 60% (Developer's share) in the total constructed spaces/super built-up areas/built-up areas of the apartment along with other common facilities and amenities by virtue of which the land owner has conferred upon the developer company exclusive right of development of land and construction of a multi-storey residential apartment building in accordance to the layout building plan to be approved by the Bhubaneswar Development Authority (BDA)/ Bhubaneswar Municipal Corporation (BMC).

In order to make the Agreement for Development of Land more effective and pave the way to carry out the work in a convenient way, Sri Manoranjan Sahoo, S/o Late Satyananda Sahoo constituted, nominated and appointed Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain as his true & lawful attorney to do and perform all acts, deeds and things including construction of residential apartment building and sale of the residential units/flats in respect of the developer's share together with proportionate, impartible, undivided interest in the land of the project developed over the land under Khata No.1330/9645, Plot No.3363/6737/15113, Area-Ac.0.008 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara for & on his behalf vide execution and registration of Irrevocable General Power of Attorney bearing Document No.11082102621, dt.19.02.2021 duly registered in the District Sub-Registrar's Office, Khordha at Bhubaneswar.

On careful perusal of the documents in relevance to the property, it reveals that the Hal Settlement Record of Rights has been framed and finally published in the year 1988 under the provisions of Orissa Survey and Settlement Act, 1958 and Orissa Survey and Settlement Rules, 1962 in the name of Satyananda Sahoo, S/o Hari Sahoo in respect of Khata No.1150, Plot No.3366, Area-Ac.0.320 decimals, Kisam-Sarad-II, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara in sthitiban status. The Settlement Authority has issued the Hal Settlement ROR/Patta in respect of the property in the name of above named recorded tenant.

It further reveals that the said recorded tenant, Satyananda Sahoo passed away leaving behind his wife, Subhadra Sahoo; three sons, namely, Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo & one daughter, Nirupama Sahoo as his legal heirs/successors-in-interest who succeeded to the estate of the deceased as per the provisions of the Hindu Succession Act, 1956 and acquired absolute ownership with right, title, interest and possession over the property/ies of the deceased. Subsequently, Subhadra Sahoo, W/o Late Satyananda Sahoo also passed away by virtue of which Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo & Nirupama Sahoo remained as the legal heirs/successors-in-interest of Late Satyananda Sahoo who succeeded to the estate of their deceased father and became the absolute owners of the property with right, title, interest and possession over the same. In this regard, the Legal Heir Certificate issued by the Office of the Tahasildar, Bhubaneswar vide Misc. Case No.581/2002 regarding the legal heirs of Late Satyananda Sahoo, S/o Late Hari Sahoo and the Legal Heir Certificate issued by the Office of the Tahasildar, Bhubaneswar vide Misc. Case No.833/2014 regarding the legal heirs of Late Subhadra Sahoo, W/o Late Satyananda Sahoo are attached to the enclosure of documents for reference.

On perusal of the documents, it is observed that the Kisam of the land under Khata No.1150, Plot No.3366, Area-Ac.0.240 decimals, Kisam-Sarad-II, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara



has been converted to Homestead i.e. Gharabari purpose vide OLR 8(A) Case No.1162/2018 and one Certified Copy of the Conversion ROR/Patta in respect of Khata No.1150, Plot No.3366, Area-Ac.0.240 decimals, Kisam-Gharabari, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara has been obtained from the Office of the Tahasildar, Bhubaneswar.

It is further observed that the above named legal heirs/successors of Late Satyananda Sahoo have been enjoying the peaceful possession of the property without any interruption by performing various acts of ownership over the same and paying revenue rent to the Govt. regularly. Revenue rent for the year 2021-22 has been paid to the Govt. exchequer vide Receipt No.2021-222002003801068, dt.10.03.2022 in respect of Khata No.1150, Area-Ac.0.240 decimals, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara.

It is further observed that the above named legal heirs/successors of Late Satyananda Sahoo, in order to get maximum usufructs out of the said land, intended to develop the land in question and raise a multi storied residential apartment building over the land for which they entered into negotiation with the Developer/Builder, Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain and after a good deal of discussion, one Development Agreement has been executed before the Notary Public, Bhubaneswar on dt.08.12.2017 between Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo, all are sons of Late Satyananda Sahoo and Nirupama Sahoo, W/o Udyanath Sahoo and D/o Late Satyananda Sahoo, called as the Land Owners/Party of the First Part and Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Developer/Party of the Second Part for development of land and construction of a multi-storey residential apartment building over the land under Khata No.1150, Plot No.3366, Area-Ac.0.240 decimals, Kisam-Gharabari, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara on sharing basis of 40% (Land Owner's share) : 60% (Developer's share) in the total constructed spaces/super built-up areas/built-up areas of the apartment along with other common facilities and amenities by virtue of which the land owner has conferred upon the developer company exclusive right of development of land and construction of a multi-storey residential apartment building in accordance to the layout building plan to be approved by the Bhubaneswar Development Authority (BDA)/ Bhubaneswar Municipal Corporation (BMC).

In order to make the Agreement for Development of Land more effective and pave the way to carry out the work in a convenient way, Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo, all are sons of Late Satyananda Sahoo and Nirupama Sahoo, W/o Udyanath Sahoo and D/o Late Satyananda Sahoo constituted, nominated and appointed Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain as their true & lawful attorney to do and perform all acts, deeds and things including construction of residential apartment building and sale of the residential units/flats in respect of the developer's share together with proportionate, impartible, undivided interest in the land of the project developed over the land under Khata No.1150, Plot No.3366, Area-Ac.0.240 decimals, Kisam-Gharabari, Status-Sthitiban, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara for & on their behalf vide execution and registration of Irrevocable General Power of Attorney bearing Document No.11082102622, dt.19.02.2021 duly registered in the District Sub-Registrar's Office, Khordha at Bhubaneswar.

Subsequently, Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo, all are sons of Late Satyananda Sahoo and Nirupama Sahoo, W/o Udyanath Sahoo and D/o Late Satyananda Sahoo applied



before the Bhubaneswar Municipal Corporation for approval of the building layout plan of their dream project in consideration of which the Bhubaneswar Municipal Corporation has approved building layout plan and granted permission under Sub-Section (3) of the Section-16 of the Orissa Development Authorities Act, 1982 (Orissa Act, 1982) vide its Letter No.59493, dt.13.11.2020 in favor of Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo & Nirupama Sahoo for construction of S+4 storey Residential Apartment Building consisting of 20 nos. of Units/Flats over Plot No.3366 (P) & Plot No.3363 (P) under Khata No.1330/9645 & 898, Mouza-Bhubaneswar Sahar, Unit No.38, Pandara.

It further reveals that one Agreement for Allocation of Share has been executed on dt.29.12.2021 between Manoranjan Sahoo, Chittaranjan Sahoo, Amiya Ranjan Sahoo, all are sons of Late Satyananda Sahoo and Nirupama Sahoo, W/o Udyanath Sahoo and D/o Late Satyananda Sahoo, called as the Land Owners/Party of the First Part and Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain, S/o Bhagaban Swain, called as the Developer/Party of the Second Part regarding allotment of share in respect of specific number of flats in view of the land owner's share : developer's share i.e.40% : 60% in the total construction spaces/super built-up areas of the project. In accordance to the sharing ratio, the Land Owners have been allotted 08 nos. of Flats with 08 nos. of car parking space and the Developer has been allotted 12 nos. of Flats with 12 nos. of car parking space out of Total nos. of 20 Units/Flats along with 20 nos. of car parking space, the details of which is written in the table below:-

Flats allotted to the Developer in respect of Developer's Share:-

Sl. No.	Flat No.	Floor Name	Carpet Area in Sq. Ft.	Built-up Area in Sq. Ft.	Undivided Share of Land in Decimals
1	101	1st Floor	1052	1275	Ac.0.015.71
2	201	2nd Floor	1052	1275	Ac.0.015.71
3	203	2nd Floor	766	965	Ac.0.011.89
4	204	2nd Floor	734	895	Ac.0.011.03
5	301	3rd Floor	1052	1275	Ac.0.015.71
6	303	3rd Floor	766	965	Ac.0.011.89
7	304	3rd Floor	734	895	Ac.0.011.03
8	401	4th Floor	1052	1275	Ac.0.015.71
9	402	4th Floor	717	870	Ac.0.010.72
10	403	4th Floor	766	965	Ac.0.011.89
11	404	4th Floor	734	895	Ac.0.011.03
12	405	4th Floor	685	842	Ac.0.010.37



Flats & Car Parking Space allotted in respect of Land Owner's Share :

Flats allotted in favor of **Manoranjan Sahoo** in respect of Land Owner's Share:-

Sl. No.	Flat No.	Floor Name	Carpet Area in Sq. Ft.	Built-up Area in Sq. Ft.	Undivided Share of Land in Decimals
1	102	1st Floor	919	1116	Ac.0.013.76
2	205	2nd Floor	685	842	Ac.0.010.37

Car Parking Space No.102 & 205 in the Stilt Floor of the Apartment allotted to Manoranjan Sahoo

Flats allotted in favor of **Nirupama Sahoo** in respect of Land Owner's Share:-

Sl. No.	Flat No.	Floor Name	Carpet Area in Sq. Ft.	Built-up Area in Sq. Ft.	Undivided Share of Land in Decimals
1	103	1st Floor	766	965	Ac.0.011.89
2	105	1st Floor	685	842	Ac.0.010.37

Car Parking Space No.103 & 105 in the Stilt Floor of the Apartment allotted to Manoranjan Sahoo

Flats allotted in favor of **Chittaranjan Sahoo** in respect of Land Owner's Share:-

Sl. No.	Flat No.	Floor Name	Carpet Area in Sq. Ft.	Built-up Area in Sq. Ft.	Undivided Share of Land in Decimals
1	202	2nd Floor	919	1116	Ac.0.013.76
2	305	3rd Floor	685	842	Ac.0.010.37

Car Parking Space No.202 & 305 in the Stilt Floor of the Apartment allotted to Chittaranjan Sahoo

Flats allotted in favor of **Amiya Ranjan Sahoo** in respect of Land Owner's Share:-

Sl. No.	Flat No.	Floor Name	Carpet Area in Sq. Ft.	Built-up Area in Sq. Ft.	Undivided Share of Land in Decimals
1	104	2nd Floor	734	895	Ac.0.011.03
2	302	3rd Floor	919	1116	Ac.0.013.76

Car Parking Space No.104 & 302 in the Stilt Floor of the Apartment allotted to Amiya Ranjan Sahoo



Mahima Infracon Pvt. Ltd. is a company incorporated under the Companies Act, 1956, bearing Corporate Identity Number (CIN) - U70101OR2008PTC009892 of the year 2007-08 having its corporate office at HouseNo.M-33, Samanta Vihar, P.S-Chandrasekharpur, Bhubaneswar-751016. It is to be noted here that Mahima Infracon Pvt. Ltd., represented by its Managing Director, Sri Ashok Kumar Swain is constructing a S+4 Storey Residential Apartment Building in the name and style of **"SUSAMA TOWER" Phase-I**, situated in Mouza-Bhubaneswar Sahar, Unit No.38, Pandara as the POA Holder for & on behalf of the Land Owners, Manoranjan Sahoo, Nirupama Sahoo, Chittaranjan Sahoo and Amiya Ranjan Sahoo in accordance to the building layout plan approved by the BMC. By virtue of execution of the Notarized Development Agreement as well as the Regd. GPA, the land owners have conferred upon the developer company exclusive right for development of land and construction of the proposed multi-storied residential apartment building. The Developer has derived valid right and authority over the scheduled property and is competent enough to construct building, execute necessary documents and dispose of the residential units/flats along with undivided proportionate impartible interest in land in respect of the developer's share in the project in favour of the intending purchaser/s without being fettered by any restrictions or limitations what-so-ever.

It is further observed that one resolution has been passed in the meeting of the Board of Directors of Mahima Infracon Pvt. Ltd. held on dt.09.02.2022 and it is thereby resolved that the Managing Director of the company, Sri Ashok Kumar Swain be authorized to deal with all the matters, sign and execute all the necessary papers and relevant documents pertaining to the Project - **"SUSAMA TOWER" Phase-I**, situated under Mouza-Pandara for & on behalf of the company as and when required.

I have verified the POAs involved with the Project - **"SUSAMA TOWER" Phase-I**, situated under Mouza-Pandara and it is ascertained that the POAs are genuine, valid and enforceable. I hereby certify that the Power of Attorneys involved with the property in question are genuine and properly stamped, adequately valued and duly executed and registered before the competent authority. Hence, there will be no legal barrier for execution of the sale deed by the POA Holder for & on behalf of the land owners in respect of the developer's share.

The Encumbrance Certificate obtained from the District Sub-Registrar Office, Bhubaneswar for a period of last 30 years leaves no manner of doubt that the property is not subject to any undisclosed charges or encumbrances. There is no such material to doubt the correctness of the documents as well as the record of rights of the land owners and there is no missing link in the chain of title.

In view of the aforesaid findings and tracing of title, I am of the opinion that the flow of title in respect of the scheduled property is complete and in order. The present land owners have acquired absolute right, title, interest and possession over the scheduled property and are quite competent enough to deal with the property at their own & free will without being fettered by any restrictions or limitations whatsoever.

Thanking You,

Yours sincerely

Baidyanath Mishra
Baidyanath Mishra (Advocate)

Dt: 15.03.2022

Place: Bhubaneswar

