

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

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

ANNEXURE – II

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

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

[Handwritten signature]
05.08.2019

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


 8.8.2019

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

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

ANNEXURE-III
CERTIFICATE.

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

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

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

Dear Madam,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
Tahasil office at Khurda on 02.08.2019 & 07.08.2019 and verified the details of the
property to be mortgaged by the intending borrower.

The Property details are as under.

Dist./ Tahasil/ SRO:- Khurda, P.S.:- Khurda, Mouza:- Makundaprasad, Khata
No.-787, Plot No.-2308 (P) which corresponds to IDCO Plot No.-F/4, measuring an
area A1.034 dec. which is bounded as follows:

North:- Plot No.-33, South:- Road,
East:- IDCO Plot No.-F/5/1, West:- IDCO Plot No.-F/3.

Further, I certify as under:

1. That, I have verified the registered lease deed bearing Document No.-
11141501791 dated 17.07.2015 from the District Sub Registrar Office, Khurda at
Bhubaneswar and found that the same is correct and properly stamped.
2. That, there is no prior mortgage / Charge over the said property by the owner
M/s. Gupta Power Infrastructure Ltd. of the said property measuring an area A1.034
dec. as per the Title Deeds and verified by me in the office of Register/ Sub register.
3. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar
office, the property is mortgaged/ charged to: Nil

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

CUTTACK

Date:- 08.08.2019.

Signature of the Advocate.

[Handwritten Signature]
08.08.2019

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

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

ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	24.04.2014.	Letter bearing No.-7821 issued by IDCO in favour of M/s. Harapriya Granites for Transfer of leasehold land in favour of M/s. Gupta Power Infrastructure Ltd.	Xerox copy.
2.	10.05.2011.	Possession Handing over letter issued by M/s. Harapriya Granites in favour of M/s. Gupta Power of Infrastructure.	Xerox copy.
3.	17.07.2015.	Registered lease deed bearing No.- 11141501791 executed by IDCO in favour of M/s. Gupta Power Infrastructure Ltd.	Original.
2.	06.08.2019.	E.C. bearing No.-1142019003994.	Original.

Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/hectares	Location	Boundaries.
01.	Khata No.- 787 Plot No.2308(P) which corresponds to IDCO Plot No.-F/4.	A1.034 dec.	Mouza:- Makundaprasad P.S/ Dist.:- Khurda.	As mentioned in Annexure-III

B. SCRUTINY OF PARTY'S TITLE FOR THE LAST 13 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANY CIRCUMSTANCES OR INCIDENTS, WHICH NECESSITATE FURTHER TRACING OF PARTY'S TITLE, IT SHALL ALSO BE DONE.

I have perused the xerox and original documents supplied by the Bank. The present subject properties belong to IDCO. M/s. Gupta Power Infrastructure Ltd. had applied before IDCO to lease out the land under Mouza:- Makundaprasad under Khurda Police Station. Prior to this the subject land was allotted in favour of M/s. Harapriya Granites. Subsequently M/s. Harapriya Granites wants to sale the subject land and accordingly, M/s. Gupta Power Infrastructure Ltd. wants to sale the said land. As per IDCO rule both the parties has to obtain permission from IDCO. After following due procedure of law, IDCO has allowed the transfer of leasehold land in favour of M/s. Gupta Power Infrastructure Ltd. vide its letter bearing No.-782 dated 24.04.2014. But as per the IDCO rule the IDCO the subject land was handed over by

20.05.2019
28.08.2019

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

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

M/s. Harapriya Granites to M/s. Gupta Power Infrastructure vide its letter dated 10.05.2011. Accordingly IDCO has executed the registered lease deed bearing No.-11141501791 dated 17.07.2015 in favour of the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure out of Khata No.-787 and Plot No.-2308(P) bearing IDCO plot No.-F/4 measuring an area 11.034 dec. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid and marketable title over the subject property. As the property belongs to IDCO, hence the bank is advised to collect No Objection certificate from IDCO for creation equitable mortgage.

D. As the IDCO has leased out the land and the bank has to obtain prior permission from IDCO for creation of equitable mortgage, hence E.C. is not required. However, the party has submitted 12 years E.C from the Sub-register office, Khurda commencing from 01.01.2010 to 05.08.2019. From the said E.C. it is clear that there is no encumbrance of the said property and the present declared owner is **M/s Gupta Power Infrastructures Ltd.**

E. I have perused the Lease deed executed by IDCO in favour of the intending borrower/ mortgagor M/s. Gupta Power Infrastructure and Possession handing over letter which clearly proves that M/s. Gupta Power Infrastructure Ltd is in possession over the subject property. The party has not supplied the original ground Rent receipt. **Hence the Bank is advised to collect a copy of the ground rent of receipt from the party.**

F. That, **M/s. Gupta Power Infrastructure Ltd.** has submitted the Registered Lease Deed bearing Document No.-11141501791 dated 17.07.2015 executed by IDCO in favour of the intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. and Encumbrance certificate which can create valid and equitable mortgage. The equitable mortgage can be created if the party will deposit the following original copies of documents.

1. Original Possession handing over Letter dated 10.05.2015 issued by M/s. Harapriya Granites in favour of M/s. Gupta Power Infrastructure Ltd.
2. Original registered lease deed bearing No.-11141501791 dated 17.07.2015 executed by IDCO in favour of the M/s. Gupta Power Infrastructure Ltd.

Handwritten signature and date:
20.8.2019

Handwritten date:
20.11

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

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

3. Original E.C.
4. No objection certificate issued by IDCO in favour of our bank.
5. Original up to date ground rent receipt.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank and charge may be created in favour of the bank if IDCO will issue no objection certificate in favour of our bank.
3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

The Director Sri Jitendra Mohan Gupta has to submit an affidavit touching the following points.

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

[Handwritten signature]
08.08.2019

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

8. That, he will give an under taking that he will not sale/ alienate the subject property unless and until the entire loan amount is liquidate.

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

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

1. I have made a search in the land/ revenue records in the office of Tahasil and Sub-Registrar, Khurda and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Registrar/ Sub-registrar's at Khurda on 02.08.2019 & 07.08.2019 and verified the records/ details of the property belonging to M/s. Gupta Power Infrastructure Ltd..
3. I have obtained E.C for 12 years from the sub-register office, Khurda.
4. There is no prior mortgage/ charges to the said extent of lands of M/s. Gupta Power Infrastructure Ltd.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower/ borrower M/s. Gupta Power Infrastructure Ltd.

[Handwritten signature and date 08.08.2019]

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

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

I certify that M/s. Gupta Power Infrastructure Ltd. can create valid and marketable title if it mortgages the property/ies before the Bank keeping the original documents as referred above before the bank.

Place: Cuttack

Date: 08.08.2019.


Signature of the Advocate.

1818

1791 8) 11 2

35

Handwritten: 1000 RO

Handwritten: Manoj 17.7.2015

भारत 02520 06.06.2015
136292 JUL 16 2015
R.0087500 PH 1182
INDIA ORISSA S.R. KHURDA 35



Proper Officer
& Sub-Registrar
KHURDA

Stamp: Orissa Industrial Infrastructure Development Corporation Act, 1981

Handwritten: Manoj 17.7.2015

Harshpriya Granites Pvt. Ltd.

Rafael Aggarwal
Director

Handwritten calculations:
A/C 34912.00
A/C 2000.00
VC 7800.00

Handwritten: 35397

GUPTA POWER INFRASTRUCTURE LTD.
Jitendra Mohan Gupta
DIRECTOR



GUPTA POWER INFRASTRUCTURE LTD.
Jitendra Mohan Gupta
DIRECTOR

Divisional Head
IDCO BCD-II
Bhubaneswar

BI- PARTITE LEASE AGREEMENT

Handwritten: 35-126042

AN AGREEMENT entered into on this 16th day of July Two thousand Fifteen.

BETWEEN

Orissa Industrial Infrastructure Development Corporation established under the OIIDC Act-1980 (Orissa Act-1 of 1981) having its Head Office at IDCO TOWERS, Janpath, Bhubaneswar and hereinafter referred to as IDCO represented by **Sri Manas Mohanty, S/O Lakshman Kumar Mohanty** aged about 49 years **Divisional Head, IDCO, Bhubaneswar Construction Division-II, IDCO Towers Annex building, 4th floor, Bhubaneswar-22** hereinafter called the **LESSOR** which terms shall where ever the context so permits also includes its representatives and assigns of the first part.

w. Sababreeta Acharya
vs. S. K. M.

For Harshpriya Granites Pvt. Ltd.
Rafael Aggarwal
Director
Manas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

Handwritten: 17.7.2015

No. 110/2015
Selling No. 136292 Date 16.7.15
126292 Rupees Eighty seven thousand
87500/- five hundred
Manas Mahanta
District Head D.D Co. BPSL

Stamp 16.7.15

Chlor



Chlor
District Registrar, D.D. Co. BPSL

M/s. Gupta Power Infrastructure Ltd, hereinafter referred to as the Company) being a Company incorporated under Indian Companies Act. 1956, which is carrying on business with Registered Office at Cuttack Road, Bhubaneswar- 751 006, Dist. Khurda represented by its Director, Shri Jitendra Mohan Gupta, S/o: Bhagatram Gupta, aged about 35 years, present and permanent address At: 896, Village- Cuttack Road, Po: Budheswari, Ps: Laxmisagar, Dist. Khordha, who is authorized to execute the lease agreement with IDCO and sign all other documents of contract either for creation or relinquishment of any right, title or interest for an on behalf of the Company herein after called the "Lessee" which expression unless there is anything repugnant to the context shall also include its administrators, successors, legal representatives and permitted assignees of the **Third part**.

Sri Rajesh Kumar Agarwal, S/o: Late P.R. Agarwal, aged about 43 years, residing at Plot No. 542, Flat No. 101, Mahadev Tower, Sahid Nagar, Bhubaneswar, Dist. Khordha carrying on or intend to carry on a business in the name and style of M/s. Harspriya Granites is the **Second Part**.

AND WHEREAS the Lessor at his own expenses has developed and made them in to suitable sites for putting up factory/workshop/ Institutional buildings to carry on their Industrial/Institutional pursuits therein.

AND WHEREAS the Lessor had allotted IDCO Plot No. F/4 measuring an area of Ac. 1.008 in IID Centre, Industrial Area, Khordha in favour of M/s. Harspriya Granites vide allotment letter No. 397 dtd. 19.01.2005 for establishment of a Cutting and Polishing of Granite slabs Unit. The cost of the plot was Rs. 6,04,983.00 (Rupees Six lakh four thousand nine hundred eighty three) only. The lease deed was executed with M/s. Harspriya Granite vide document No. 4232 dtd. 6.4.2005.

That the Lessor in consideration of letter of M/s. Harspriya Granites dtd. 07.06.2011 & 08.07.2011 of the Lesser has agreed in principle to approve the transfer of lease hold rights, obligations in respect of Plot no. F/4 measuring an area Ac. 1.008 in IID Centre, Khordha Industrial Area in favour of M/s. Gupta Power Infrastructure Pvt Ltd including change of Activity from Wooden Cable Drum Mfg Unit to AAC & ACSR Conductor Unit and regularized excess land measuring an area Ac. 0.026, subject to the terms and conditions vide

Hebb Sibalorata Acharya

GUPTA POWER INFRASTRUCTURE LTD.

DIRECTOR

Jitendra Mohan Gupta

For Harspriya Granites Pvt. Ltd.

Director

Rajesh Kumar Agarwal

Manas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

17.7.2015



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 18
Schedule 1-A No. 35@ Fees Paid : A5(b)-35117 ,, User Charges-280 ,Total 35397

Date: 17/07/2015

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar KHURDA between the hours of 10:30 AM and 2:30 PM on the 17/07/2015 by IDCO REPRESENTED THROUGH MANAS MOHANTY, son/wife of , of IDCO, BHUBANESWAR CONSTRUCTION DIVISION-II, TOWERS, ANNEX BUILDING 2ND FLOOR, BBSR-22, KHURDA, by caste , profession and finger prints affixed.

Signature of Registering officer

Signature of Presenter / Date: 17/07/2015

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
IDCO REPRESENTED THROUGH MANAS MOHANTY		 310637275		17-Jul-2015
MS HARSPRIYA GRANTIES REPRESENTED THROUGH RAJESH KUMAR AGARWAL		 310638096		17-Jul-2015
MS GUPTA POWER INFRASTRUCTURE LTD REPRESENTED THROUGH JITENDRA MOHAN GUPTA		 240169837		17-Jul-2015

transfer letter no. 7821 dtd.24.4.2014 & 11728 dtd.27.05.2015. The Lesser has received Rs. 3,02,400.00 (Rupees Three lakhs two thousand four hundred) only towards provisional fee for allowing such transfer & Rs. 1,56,000.00 towards regularization of excess land measuring an area Ac. 0.026.

AND WHEREAS the party of the second part and the party of third part have communicated their acceptance of the terms & conditions stipulated by the Lessor, a fresh BI PARTITE DEED between the parties hereto effects the transfer of lease hold rights, title, interest and obligation in the demised property in favour of the party of the THIRD PART.

NOW THEREFORE this deed witnesseth and it is hereby agreed and declared as follows:

- (1) That the Lessor in consideration of the payment of Rs.12,26,283.00 (Rupees Twelve lakh twenty six thousand two hundred eighty three) only (Rs.6,04,983.00 received from M/s. Harspriya Granites towards cost of land, Rs.1,56,000.00 received from M/s. Gupta Power Infrastructure Pvt Ltd towards regularization of of land measuring Ac.0.026, & Rs.4,65,300.00 for allowing change of activity), the receipt of which amount the Lessor hereby acknowledges before execution of these present as per the covenants hereinafter contained doth hereby demised unto the Lessee for the purpose of Establishment of AAC & ACSR Conductor Mfg. Unit. All that piece of land measuring Ac. 1.034 in IID Centre, the Industrial Area, Khordha corresponding to IDCO Plot No.F/4 more fully described in the Schedule hereto together with all easement and appurtenant TO HOLD the said property for the balance leased period i.e. up to 26.08.2073(AD). The Lease Deed executed with the previous Unit i.e. M/s. Harspriya Granite vide original document No. 4232 dtd. 6.4.2005 and allotment letter no. 397 dtd. 19.01.2005 are hereby cancelled at once. Thus the previous Unit extinguishing his rights and lease hold interest over the DEMISED PROPERTY for all times.

For Harshpriya Granites Pvt. Ltd.
Signature


GUPTA POWER INFRASTRUCTURE LTD.

Director
 DIRECTOR

For Harshpriya Granites Pvt. Ltd.

Manas Mohanty
 Divisional Head
 BCD-II, IDCO, BBSR
 Director

Identified by **SUMANTA KUMAR MISHRA** Son/Wife of **DAYANIDHI MISHRA** of **KHURDA** by profession
Advocate

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SUMANTA KUMAR MISHRA		 39853888		17-Jul-2015

Date: 17/07/2015

Signature of Registering officer

Endorsement of certificate of registration under section 60

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

Book Number : 1 || Volume Number : 36

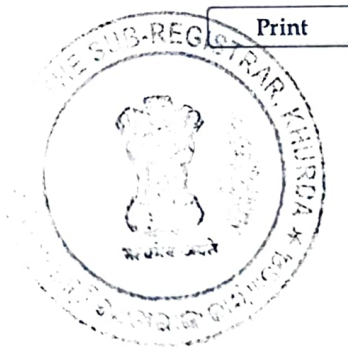
Document Number : 11141501791

For the year : 2015

Seal :

Date: 13/08/2015

Signature of Registering officer



Registering Officer Khurda

//4//

2. The Lessee agrees and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Lessor consequent upon the Lessor being required to pay more towards the compensation under the provisions of the land acquisition Act in pursuance of the orders of any Civil Court or any other authority enhancing the amount of compensation awarded by the Collector or other dues lawfully payable under the land acquisition proceedings. The Lessee agrees and undertakes to reimburse the Lessor of any sums or expenses incurred by the Lessor towards payment of the higher compensation as may be assessed.
- 3.(a) M/s. Gupta Power Infrastructure Ltd shall have to start commercial activities on the Company within one year from the date of issue of this letter, otherwise the same shall be reverted back to IDCO free from all encumbrances.
(b) For any construction, addition or alteration to the existing building and for any additional construction, the lessee shall submit the building plans and take up such construction addition and alteration or additional construction only after obtaining approval of the Lessor.
4. The lessee shall not assign or transfer of encumber or part with his interest either in part or in whole in any manner whatsoever without the prior approval of the Lessor. It shall be opened to the Lessor to grant or refuse approval or impose any condition if it considers necessary and suitable.
5. Notwithstanding anything contained in the lease deed, the lessee with the previous consent in writing of the Lessor can assign or transfer interest in the property in favour of any scheduled Bank/Financial Institutions/Life Insurance Corporation or any other bonafide source for securing loan to be advanced by them for purchase of machinery and raw materials etc. Provided further where the lessee for the purpose of constructing a building on the demised property seeks to obtain loan from Bank or other financial institution by mortgaging his lease hold interest on the demised property in favour of such Bank or Institution, permission of the Lessor shall be deemed to have been given subject to the conditions.
- a. That such mortgage shall not affect the rights and powers of the Lessor under this deed and,
(b) That the Lessor before exercising its rights and powers under this lease deed will consult the Bank or Financial Institutions as the case may be:

GUPTA POWER INFRASTRUCTURE LTD.

Jitendra Maham
DIRECTOR

Manas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

For Harshpriya Granites Pvt. Ltd.

Rajesh Agarwal
Director

Shree Babbar Mohan

6. In the event of death insolvency or liquidation of the lessee, the person on whom the title devolves shall within 03 months of the devolution, give notice of such devolution to the Lessor. The person on whom the title devolves shall supply to the Lessor, certified copies of the documents evidencing the transfer of devolution.
7. The lessee shall pay all existing and future rates and taxes charges, claims, assessments outgoing of any descriptions chargeable against the Lessor or occupier in respect of the allotted land and building erected thereon.
8. Paying rent hereby reserved as stated above, by observing the terms and conditions of this agreement, the lessee shall occupy the property and carry on his industry/institute without any obstruction or interruption from the Lessor or its successors.
9. The lessee shall pay to the Lessor maintenance charges for maintenance of all common facilities like roads, public health works, drainage, Sewerage disposal system etc. in respect of demised property in Industrial Estate as decided by IDCO from time to time.
10. The lessee shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc.
11. The lessee shall pay **Rs. 31,020.00 (Rupees Twenty two thousand five hundred) only** per annum towards Ground Rent of the land Ac. 1.034 subject to revision by the concern Revenue authority.
12. The lessee shall not use the property for any purpose other than the one for which the allotment has been made in his favour by the Lessor.
13. The lessee shall not normally alter the name of the constitution of the concern by changing a Proprietary one into a partnership firm or effect such other changes without prior intimation in writing to the Lessor.
14. The lessee will take possession of the property on "as it is" condition and no further demand for any development such as earth filling, rising and the level etc. shall be entertained. Any other improvement or development is purely the responsibility of the lessee.
15. Any officer of the Lessor or its authorized representative shall be entitled at all reasonable times to enter upon the property to view and inspect the same when ever necessary and to ascertain the condition thereof.

W/S Subash Chandra Kanyo,
 By _____

GUPTA POWER INFRASTRUCTURE LTD.

Jitendra Mohan Gupta

DIRECTOR

For Harshpriya Granites Pvt. Ltd.

Rajesh Agarwal

Director

Manas Mohanty

Divisional Head

BCD-II, IDCO, BBSR

16. If the dues of the Lessor hereby reserve or any part thereof shall at any time being arrears and unpaid for six calendar months next after the date on which the same shall have become due whether the same shall have been lawfully demanded or not, or if there is a breach or non observance by the lessee of any of the conditions and covenants herein contained and the lessee fails to remedy the breach within six months of the notice in writing given by the Lessor or becomes insolvent or enters into an agreement with his creditors for composition of the said business, this agreement will be deemed to have been terminated and the Lessor may not withstanding the waiver of any previous causes of action or rights or remedy of re-entry and without prejudice to any such rights or remedy of the Lessor for recovery of rent remaining due under the lease, enter upon the said land and repossess the same as if this demise premises had not been leased out, in such a case the lessee shall pay to the Lessor such amount by way of damages or such other charges as may be determined by the Lessor. The amount of damaged or other dues recoverable from the lessee will be adjusted against the amount already paid by the lessee. If after such adjustment there remains any surplus, the same will be returned to the lessee without any interest. If after such adjustment there still remains some dues recoverable from the lessee and if he failed to pay the same the Lessor shall be free to take any legal action as he deems fit.

17. In the event of cancellation of the allotment, the lessee shall be bound and liable to vacate and deliver to the Lessor the vacant possession of the property free from all obstructions failing which the lessee shall be liable to pay to the Lessor damages at the rate of Rs.500/- per day of unauthorized use and occupation of the property besides any other liabilities provided for in this agreement or in any other law for the time being in force.

18. In case the lessee wants to terminate this agreement of his own accord before the expiry of the period of Lease he shall give 06 (six) months notice to the Lessor in that behalf and in such case the lessee shall pay to the Lessor such amount by way of damages as may be determined by the Lessor. The amount of damages and other dues if any recoverable from the lessee will be adjusted against the amount already

W/S Subash Chandra Acharya

W/S

GUPTA POWER INFRASTRUCTURE LTD.

T. K. Mohan Gupta
DIRECTOR

For Harshpriya Granites Pvt. Ltd.

Rajesh Agrawal
Director

Mapas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

paid by the lessee. If after such adjustment there remains any surplus, it shall be returned to the lessee after the lessee duly hands over possession of the property to the Lessor. If after such adjustment there still remains any dues to be recovered from the lessee and if he failed to pay the same Lessor shall be free to take any legal action as it deems fit.

19. If the lessee fails to carryout any necessary repairs to the property or the construction of the culvert or shall neglect to pay any taxes or any other dues which the hirer is bound to make under this agreement and shall fail to comply with the same even after fifteen days of the receipt of the notice from the Lessor, the Lessor may carry out such repair or construct the culvert or make such payment of any dues on behalf of the lessee but shall not be bound to do so and recover the cost incurred or the amounts paid as if there are installments due by adopting proceeding under the provision of Orissa Public Demand recovery Act, 1962 or by taking other suitable steps.
20. The Lessor shall, however have the discretion permitting the lessee to fulfill the obligation and liabilities under this agreement on such terms as the Lessor may determine and as the circumstances may warrant.
21. All dues payable by the lessee under this agreement shall be recoverable as a public demand under the Orissa Public Demand Recovery Act, 1962.
22. The Lessor shall not be responsible for any damage caused to property by natural calamities like flood, earthquake, cyclone or any other act of god and explosion, fire, riot etc.
23. The Lessor reserves the right to the mineral wealth including minor minerals on, in or under the area covered by the lease and the lessee will have the surface rights over the land. The existing outstanding and customary rights of Govt. and the public, roads and paths through or bounding the land are reserved and are no way affected by the lease.
24. The lessee shall not at any time during the tenure of the lease acquire an absolute or exclusive Proprietary right over the land or claim any such right what so ever, excepting the rights to use the land in the manner prescribed herein and incase of any transfer of land either in the usual course of inheritance or by rights of succession or by way of adverse possession and easement right of any third party as applicable against the land belonging to the Govt. or in case

W/S Siba Prada Acharya,

W/S Siba Prada Acharya,

GUPTA POWER INFRASTRUCTURE LTD.

Jitendra Mohan Gupta
DIRECTOR

For Harshpriya Granites Pvt. Ltd.

Rajesh Agarwal
Director

Manas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

of an encumbrance created either voluntarily by the lessee or otherwise by an order of the Civil court, the limitations conditions and restrictions imposed in this deed of lease will apply "Mutatis Mutandis" to any outsider claiming interest over the demised premise through the lessee and for such purposes or otherwise in construing any of the terms in this deed of lease the provisions of the Govt. Grants Act, 1895 and the provisions of the Transfer of Property Act, 1882 will not be applicable.

25. The lessee shall duly comply with the provision of the Orissa River Pollution Act-1953 and the rules made there under as also with any condition which may from time to time be imposed by the Orissa River Board constituted under the said act as regards collection, treatment and disposal or discharge of effluents or waste or other wise how so ever and shall indemnify and keep indemnified the Lessor against the consequence of any breach or non compliance of any such provisions or conditions as aforesaid.
26. The lessee shall not at any time cause or permit to be caused any nuisance in or upon the demised premises or anything which shall cause unnecessary annoyance or inconvenience or disturbance to the occupiers of any other plots in the said industrial Area.
27. The lessee shall not keep on the demised premises any horses, cattle, poultry or other animals not do or permit to do anything thereon which may be nuisance annoyance or disturbance to the Lessor occupiers or resident of other premises in the vicinity.
28. That should the demised land or any part thereof be at any time required by the Lessor for any purpose declared by State Govt. to be a public purpose, the Lessor shall be entitled to resume the demised land or such part thereof and on giving six months notice in writing and on the expiry of the said lease period may, through officers or person authorized by or in that behalf, may re-enter and take on of said demised land or part thereof and of all buildings and structures thereon and compensation as may be determined proper by the Lessor will be paid to the lessee.
29. On the expiry of the lease period or termination of the lease due to breach of the conditions of the deed or the transfer of the land or its mis-utilization by the lessee the Lessor will have the right of reentry over the land and take over the

Mr. Subodh Chandra Mahapatra,
 by _____

GUPTA POWER INFRASTRUCTURE LTD.

Jitendra Mahan *hph*
 DIRECTOR

For Harshpriya Granites Pvt. Ltd.

Harshpriya
 Director

Mohan
 Manas Mohanty
 Divisional Head
 BCD-II, IDCO, BBSR

possession of the building. Incase if the lessee has made any other construction and the Lessor decided to take possession of such additional construction, the Lessor may also pay the lessee the cost actually incurred by him for any such additional construction of their depreciated value as determined by such authority as may be decided by the Lessor or the market value thereof on the date of re-entry as the same may be estimated by such authority which ever is less. Other wise if the Lessor does not wish to take over additional do so, the construction shall lapse to the Lessor and no compensation what so ever on this account will be payable to the lessee by the Lessor. payment of such fine by lessee as may be decided by the lessor and in such case this agreement shall have effect as if there had been no eviction of the lessee.

30. The land in the Indl. Area having been developed for promoting the development of industries/institution and to provide facilities to the entrepreneurs for setting up industries/institution for regulating the use of the factory/institution building or otherwise if during the tenure of this lease, any relevant act, is passed or enforced by the State legislature of Orissa the terms and conditions of this deed will be deemed to have been automatically amended in accordance there with and any terms and conditions hereof if found repugnant to such act of the legislature will be treated as void and not binding on the parties.
31. That notwithstanding anything contain in these present, the Lessor may on termination of this agreement under clause -16 or 20 can transfer or lease out the property including the addition or alternation, if any, to any person by private negotiation or public acquisition or otherwise at the option of the Lessor on such terms and conditions as the Lessor deems fit.
32. Notwithstanding anything herein before contained where the lessee has become liable to be evicted or is evicted from the said property under any of the fore going conditions, the Lessor may be in its discretion continue the allotted property in the occupation of the lessee on payment of such fine by lessee as may be decided by the lessor and in such case this agreement.

W/s Sibabrata Acharya
W/s S. K. M.

For Harshpriya Granites Pvt. Ltd. GUPTA POWER INFRASTRUCTURE LTD.

Tikendra Mohan
Director

Manas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

//10//

33. (a) That if the lessee utilizes only a portion of the land for the purpose of which it was allotted and the Lessor is satisfied that the lessee can continue to utilize the portion of land used by him even if the unutilized part thereof is resumed the Lessor may make an order declaring the transfer of land with respect to the unutilized portion shall revert to the Lessor and direct that an amount not exceeding one fourth of such portion of the amount paid by the lessee as cost of acquisition of land or premium for lease of land as is relative to the unutilized portion shall be forfeited to the Lessor as damage and that balance or that portion shall be refundable to the lessee and the orders so made shall be subject to the provisions of sub-clause (b) below be final and binding.

b) That where there are any disputes, with regard to the amount relatable to the utilized portion of the land such dispute shall be referred to the Govt. in the Industries Deptt. and the decision of the Govt. there on shall be final.

34. The Lessor shall not be responsible for any defects structural or other wise in the property.

35. The Lessor reserve the right to impose any further conditions and stipulations or alterations in the covenants necessary at any time for the establishment of the industrial estate to implement this agreement and for the benefit of the Industrial Estate as a whole.

36. The lessee shall employ the resident of the State of Orissa in all classes of services of the lessee in preference to others, subject to their suitability and shall pay and afford reasonable facilities to such employees for their working in the factory/institution in accordance with rules and regulations of the lessee

37. The lessee shall train in their factory/ institution workshop and shops such number of residents of the State as may be deputed from time to time by the Govt. of Orissa.

38. That all cost and expenses for preparation, execution and registration of this lease will be borne and paid by the lessee.

39. That only the courts situated in the district of Khurda shall have jurisdiction to decide upon any dispute or litigation between the parties hereto.

W/s Subashchandra Acharya
W/s

GUPTA POWER INFRASTRUCTURE LTD

Director Mohan Gupta
DIRECTOR

Manas Mohanty

Manas Mohanty
Divisional Head
BCD-II, IDCO, BBSR

For Marshparya Granites Pvt. Ltd.

Rajesh Agarwal
Director

//12 //

SCHEDULE.

(Description of the property concerned in the lease agreement)

All that piece and parcel of land appertaining to Revenue Plot No. 2308(P), Revenue Khata No. 787 corresponding to **IDCO Plot No. F/4**, in Revenue Mouza: Mukundaprasad, comprising an **area of Ac. 1.034**, Ground Rent Rs. **31,020.00** per annum in IID Centre, Khorda Industrial Area under Khorda Tahsil in the District of Khurda in Orissa containing by ad measurement and marked by Red colored Boundary lines on the plan annexed hereto.

On the North by- As per sketch Hot No. 33
On the South by- As per sketch - Road
On the East by - As per sketch Side Hot No. F/5/1
On the West by - As per sketch. Side Hot No. F/3.

IN WITNESS WHEREOF THE parties here signed this deed on the date and year respectively mentioned against their signature.

Manas Mohanty
Manas Mohanty
Divisional Head

[Signature]
SIGNATURE OF THE
PARTY OF FIRST PART
PART.

GUPTA POWER INFRASTRUCTURE LTD.

[Signature]
Gupta Mohan Gupta

SIGNATURE OF THE
PARTY OF THE SECOND PART.

DIRECTOR

For Harshpriya Granites Pvt. Ltd.

[Signature]
Rajendra Agarwal

Director

WITNESSES;

WITNESSES;

1. *Sibabroda Acharya*
Go. Pabitra Kumar Acharya
1/6 Museum, Bhubaneswar
2. *[Signature]*
Adv. K. K. Acharya

Prepared by

[Signature]
S. M. Mohanty

Ad. V. Mohanty, Kh. D.

(As per the instructions of the Government)



UK
Registering Officer, Khordha

1141501818
Registration I.D.No.

+Registration Document No.

Book No.

Date

Year

1
1141501791
17-8-2015
2015

Monipuli
17-8-2015
Registering Officer
17-8-2015