

ARUPA NANDA DAS

(B.com, LLB)
ADVOCATE
ORISSA HIGH COURT, CUTTACK

RESIDENCE

Journalist Colony Lane, Madhusudan Nagar, Tulsipur, Cuttack-8, Ph.No. 0671-2302702 Mob. No. 9437020702

LEGAL SRUTINY REPORT

To

Date-30.04.2015

The Chief Manager,

Canara Bank,

Buxibazar, Branch,

Cuttack.

Sub:- Legal Scrutiny Report after verifying all the relevant documents in respect of the Schedule Property of M/s Gupta Power Infrastructure Ltd., represented by it's Managing Director Sri Mahendra Kumar Gupta, S/o Late Jagatram Gupta, at- Plot No- 896, Cuttack Road, Bhubaneswar, P.o- Budheswari, P.s – Laxmisagar, Bhubaneswar, Dist- Khurda, for creation of EMT in favour of your Bank.

APPENDIX-1

I. LIST OF DOCUMENTS:-

S	L.No	Date of Documents		hether Original/Certified True Copy / Xerox Copy
-	1.	18.01.1997	R.O.R Khata No- 297	Copy from Website
	2.	27.05.2011	Regd Sale Deed No-11081112710	Original
	3.	27.06.2013	R.O.R Khata No- 518/90	Original
	4.	02.02.2011	Deed of Relinquish by P Chhatoray & ar	othrer Original
	5.	21.07.2011	Deed of Relinquish by Sriya Harichanda	an Original
	6.	21.07.2011	Deed of Relinquish by Sangram Routray	Original
/	7.	13.12.2011	Rent Receipt No- AY-2410952	Original
	8.	15.04.2015	Rent Receipt No-AAJ 0809576	Original
	9.	09.05.2011	E.C No-2444	Original
	10.	10.05.2011	E.C No-1204	Original
	11.	10.05.2011	E.C No-EC1140905110001 —	Original
	12.	22.12.2011	E.C No-EC1142112110008	Original
	13.	17.04.2015	E.C No-EC1142015000898	Original

II. DESCRIPTION OF PROPERTY SCRUTINISED:-

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza-Kaipadar, Status- Stiban, Mutation Khata No- 518/90, Plot No-1228, Area-A0.095 dec., Plot No- 1232, Area -A0.12 dec., Plot No- 1235, Area -A0.035 dec., Plot No- 1244, Area -A0.560 dec., Plot No- 1246, Area -A0.040 dec., Plot No- 1250, Area -A0.660 dec., Plot No- 1290, Area -A0.625 dec., Total Area -Ac2.135 dec., Kissam - Gharabari, corresponding to Khata No- 297.

III. GENISIS AND FLOW OF TITLE:

On careful perusal of the documents it appears that the above Scheduled Property was recorded jointly in the name of Basudev Harichandan, Prananath Harichandan, Giridhari Harichandan, Dur Harichandan, Sriya Harichandan, Marua Harichandan, all are sons and daughter of Narayan Harichandan and they were in exclusive possession over the Scheduled properties.

It further appears that Pabitra Chhotray and Nimei Chotray are sons and legal heir of Dur Harichandan @ Chhotray, after her death, And Sangram Routray, is son and legal heir of Marua Harichandan @ Routray, after her death and Sriya Harichandan @ Paikray, have relinquished their rights, interests and share in the above scheduled property to their uncle and brothers Basudev Harichandan, Prananath Harichandan, Giridhari Harichandan, by virtue of execution of Deed of Relinquishment on dated 02.02.2011, before the Notary.

It further appears that Basudev Harichandan, Prananath Harichandan, Giridhari Harichandan, have transferred the above Scheduled Property, in favour of M/s Gupta Power Infrastructure Ltd., represented by it's Managing Director Sri Mahendra Kumar Gupta, by virtue of execution of Registered Sale Deed No-11081112710 dated 27.05.2011, before the Registering Office, Khurda.

It further appears that after execution of the Sale Deed, M/s Gupta Power Infrastructure Ltd., represented by Managing Director Sri Mahendra Kumar Gupta, filed Mutation case and OLR case before the Tahasildar, Khorda, to record the above said Scheduled Property in their name and to convert the Kissam- "Sarada Non Irrigated-III" to "Gharabari".

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It further appears that the Tahasildar, Khorda, after fulfillment of all formalities, has issued the ROR in the favour of M/s Gupta Power Infrastructure Ltd., represented by it's Managing Director Sri Mahendra Kumar Gupta.

Now in my opinion M/s Gupta Power Infrastructure Ltd., is the lawful owner in peaceful possession over the above said Scheduled Properties.

That the property is free from all sorts of Acts and Encumbrances for a period of more than 13 years as evident from the E.Cs attached herewith and rent for the year 2015-2016 has been paid as evident from the rent receipt attached herewith.

That, M/s Gupta Power Infrastructure Ltd., is advised to submit an affidavit in respect of the Scheduled Property, as described above, mentioning therein:-

- 1. NIL Encumbrances.
- That the Company has not availed any loan from any Bank or Financial Institution, by mortgaging this property till the date of creation of EMT.
- That the property in question is not under attachment, in any civil, criminal or revenue proceedings and the land in question is also not subject matter of dispute in any court of law.
- 4. That the Company will not sell, transfer and alienate the above Scheduled Property, in question, by any means unless and until the loan amount which is going to be sanctioned by your bank, is fully liquidated.

IV. <u>CERTIFICATE OF TITLE:</u>-

- A) That M/s Gupta Power Infrastructure Ltd., has an absolute, clear, and marketable Title over the property proposed to be mortgaged.
- B) That M/s Gupta Power Infrastructure Ltd., can execute a valid Equitable Mortgage in respect of the Scheduled Property in favour of your Bank.
- C) That the Property as mentioned in this report intended to be given by way of Mortgage is not subject matter of any minor/s or any other claim.

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APPENDIX-II

I have gone through the title deeds and other documents intended to be deposited relating to the Property and offered as security by way of equitable mortgage and that the documents of title referred to above are perfect evidence of title and that if the said equitable mortgage is created, the following document of title are to be deposited in the manner of requirements for creation of equitable mortgage and I further certified that:-

- I have made a search in the land/revenue records and do not find any adverse features, which would prevent the titleholder from creating a valid mortgage.
- 2. There are no prior Mortgage/ Charges what so ever as could be seen from the Encumbrance Certificate for the period from 1st Jan 1973 to 10th April 2015, pertaining to the immovable property covered by the above said title deed and other said documents as referred above.
- That there are no prior Mortgage/ Charges to the extent of an Area –
 Ac2.135 dec., over which EMT can be created subject to deposit of
 document mentioned in the List of Documents along with the following
 documents
 - i. Up to date E.C
 - ii. Affidavit.
- 4. There are no claims of minor/s and he/ their interest in respect of the Schedule property.
- 5. There is no undivided share of any minor/s.
- 6. The property is devoid of any liabilities.
- 7. Provisions of Urban Land Ceiling Act are not applicable.
- 8. That the Holding and Acquisition is in accordance with provision of Land Reform Act.
- 9. The mortgage if created will be available to the Bank for the liabilities of the intending borrower M/s Gupta Power Infrastructure Ltd.

I certify that M/s Gupta Power Infrastructure Ltd., has valid and marketable Title, in the property shown above.

Cuttack.

Date -30.04.2015

(ARUPA NANDA DAS)

Advocate.

CERTIFICAT

To, The Chief Manager, Canara Bank, Buxibazar Branch, Cuttack.

Sub:- Verification of Record of the Landed Property at Tahasil and Sub Registrar Office at Khurda.

Dear Sir.

This is to confirm that I have visited the office of Tahasildar and Sub-Registrar, Khurda, and verified the details, of the property standing in the name of that M/s Gupta Power Infrastructure Ltd.

DESCRIPTION OF PROPERTY

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza-Kaipadar, Status- Stiban, Mutation Khata No- 518/90, Plot No-1228, Area-A0.095 dec., Plot No- 1232, Area -A0.12 dec., Plot No- 1235, Area -A0.035 dec., Plot No- 1244, Area -A0.560 dec., Plot No- 1246, Area -A0.040 dec., Plot No- 1250, Area -A0.660 dec., Plot No- 1290, Area -A0.625 dec., Total Area -Ac2.135 dec., Kissam - Gharabari, corresponding to Khata No- 297.

After perusal of the documents submitted before me, further I certified as under:

- That I have verified the title deeds i.e. Sale Deed No-11081112710 dated 27.05.2011, from the office of the Registrar/ Sud-Registrar and confirm that the original deed available with the bank are genuine.
- 2. There is no prior mortgage/charge over the above Scheduled Property and M/s Gupta Power Infrastructure Ltd., is the lawful owner in peaceful possession over the above said property as per the records available and verified by me in the Tahasil and Sub Registrar Office at Khurda.

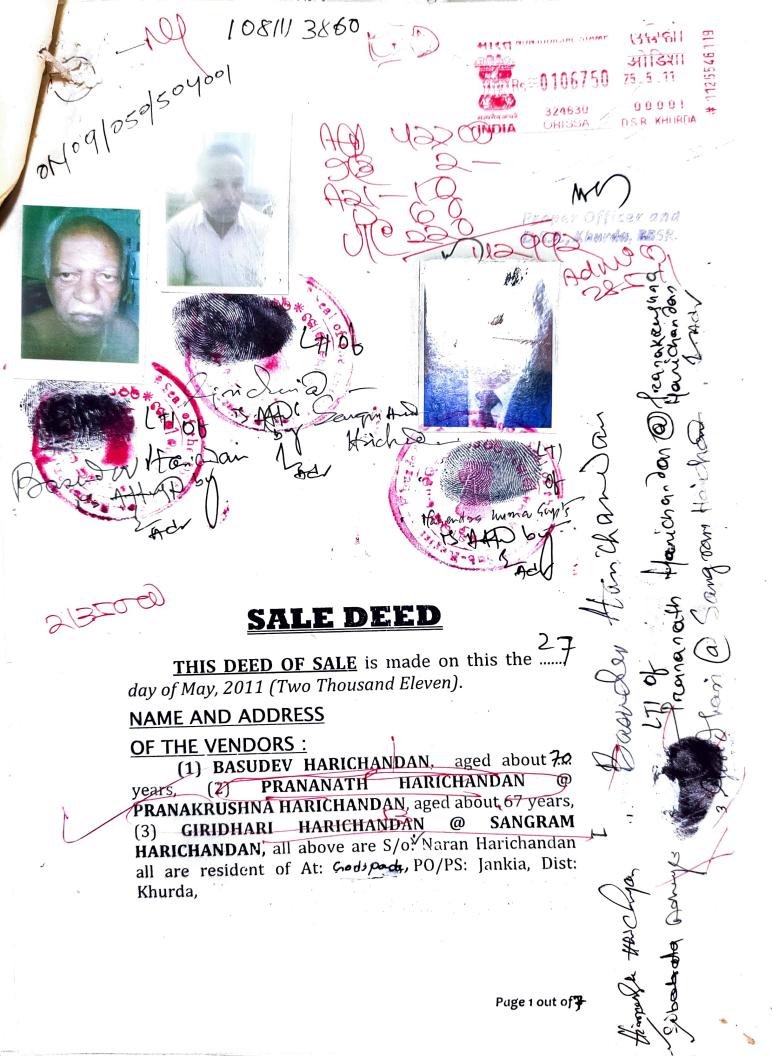
Cuttack.

Dated-30.04.2015

(ARUPA NANDA DAS) Advocate.

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(herein after called the "VENDORS" which expression unless excluded by or repugnant to the context shall mean and include their heirs, successors, assignees and representatives) of the ONE PART.

NAME AND ADDRESS OF THE VENDEE:

represented thorough its Managing Director MR.

MAHENDRA KUMAR GUPTA, aged about 60 years, S/o:

Late Jagatram Gupta, By Caste: Baisya, By Profession:

Business, resident of Plot No. 896, Cuttack Road, PS:

Laxmisagar, Bhubaneswar, Dist: Khurda, Odisha (herein after called the "VENDEE" which expression unless excluded by or repugnant to the context shall mean and include his heirs, successors, assignees and representatives) of the OTHER PART.

NATURE OF DEED: SALE DEED

AMOUNT OF CONSIDERATION:

Rs.21,35,000/-(Rupees Twenty One Lakh Phirty Five Thousand) Only

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SCHEDULE OF PROPERTY

Dist: Khurda, Tahasil: Khurda, S.R.O: Khurda, Under D.S.R.O.: Khurda, Bhubaneswar, PS: Khurda, PS No. 168, Odisha Sarakar Khewat No. 1, Mouza: LAHANGA, Khata No. 297(Two Hundred Ninety Seven), Sthitiban Plot No. 1228 (One Thousand Two Hundred Twenty Eight), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.095dec. (Ninety Five Decimals) Full Plot.

Sthitiban **Plot No. 1232** (One Thousand Two Hundred Thirty Two), Kisam: Sarad Non-Irrigated-III, **Sold Area Ac0.120dec.** (One Hundred Twenty Decimals) Full Plot

Sthitiban **Plot No. 1235** (One Thousand Two Hundred Thirty Five), Kisam: Sarad Non-Irrigated-III, **Sold Area Aco.035dec.** (Thirty Five Decimals) Full Plot

Sthitiban Plot No. 1244 (One Thousand Two Hundred Forty Four), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.560dec. (Five Hundred Sixty Decimals) Full Plot

Sthitiban Plot No. 1246 (One Thousand Two Hundred Forty Six), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.040dec. (Forty Decimals) Full Plot

Sthitiban Plot No. 1250 (One Thousand Two Hundred Fifty), Kisam: Şarad Non-Irrigated-III, Sold Area Aco.660dec. (Six Hundred Sixty Decimals) Full Plot

Sthitiban Plot No. 1290 (One Thousand Two Hundred Nienety), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.625dec. (Six Hundred Twenty Five Decimals) Full Plot

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Total One Mouza, One Khata, Seven Plots, Total **Sold Area Ac2.135dec.** Which is morefully described in the sketch map appended hereto in red and the sketch map forms part and parcel of this sale deed Annual Rent Rs. 1.00 ps.

(The land hereby sold and conveyed in this Sale Deed is neither a lease hold land nor coming under the purview of Endowment Act or Ceiling Surplus limit, it is also non-consolidable land. It is coming within Municipality Area of Dist: Khurda and the land is not a Bhoodan Land.)

WHEREAS the above named vendors are the absolute owner and also is in peaceful possession over the landed property mentioned in the scheduled above hereby sold and conveyed through this Sale Deed (hereinafter called the "Scheduled Property" in short).

WHEREAS, we the vendors hereby declared that the property conveyed/transferred through this deed stands recorded in the name of vendors and we the vendors are in peaceful possession over the same having right, title and interest over the schedule property. The property is free from all sorts of litigations and disputes.

AND WHEREAS, the vendor, in order to meet their legal necessities, such as repayment of loans and other household expenses, desired to sell out the scheduled property for a consideration of Rs.21,35,000/-(Rupees Twenty One Lakh Thirty Five Thousand) Only

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AND WHEREAS, the VENDEE is willing to purchase the said property on the said consideration money and paid the full and final consideration money of Rs.21,35,000/-(Rupees Twenty One Lakh Thirty Five Thousand) Only as stated above by cash in advance prior to execution of this Sale Deed and the vendors have received and acknowledged the same in presence of the following witnesses and others by signing this Deed of Sale.

AND WHEREAS, the said the vendors do hereby execute, register and deliver this Sale Deed today in favour of the Vendee according to their free will, sound mind, open heart without any undue influence from any corner and hereby convey, grant, transfer and assign by way of this Sale and make the VENDEE, the owner of the land hereby sold by delivering and placing the VENDEE in 'peaceful possession' with all rights, titles, and interests, profits and demands whatsoever in respect of the said property and hereby covenants that from today, the vendors and their heirs, successors, assignees and representatives etc. became destitute of all rights, title, interests over the said property.

WHEREAFTER, the VENDEE is at liberty to get his name mutated in the Government all other records and get the official records corrected, pay rent, taxes, cess etc. and obtain receipts thereof in his name to which, the vendors and/or their heirs, successors, assignees and representatives etc. will have no objection whatsoever.

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AND WHEREAS, the vendors, do hereby further declare that the said property is free from all encumbrances, litigations, disputes, liens, attachments and charges etc. and prior to this sale, theyhave not sold away, gifted, transferred mortgaged or otherwise parted with/encumbered the scheduled property in any manner till date.

AND WHEREAS, the VENDEE and/or his heirs, successors, assignees and representatives etc. is at liberty to use and enjoy the land hereby sold in any manner as she likes, place and construct house, structures, building and gardens etc. with road thereon and can convey the same as per his sweet WILL in any manner to which the vendors and/or their heirs, successors, assignees and legal representatives shall not cause any obstacle, hindrance, objection or restrict the manner of enjoyment of the VENDEE over the said property at any point of time and in any manner.

IF in future any defect is found in the title over the said property, for which the VENDEE and/or his heirs, successors, assignees and legal representatives become dispossessed of any part or entire schedule property, then the vendors do hereby undertake to do the needful for returning back the possession of the disposed property to the VENDEE or else the VENDEE and/or his heirs, successors, assignees and legal representatives etc. have every right to sue against the vendors or/and their heirs, successors, assignees and legal representatives etc. and take repossession of dispossessed land and/or get refund of the entire consideration money paid to the vendors together with up to date interests, costs and expenses of such litigation through proper Court of law and the vendors and their heirs, successors. assignees and legal heirs hereby promised to pay the same without any hesitation.

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Page 6 out of 7

WHEREAS unless there is anything repugnant to the subject or context, the expression "VENDORS" and "VENDEE" here-in-used in this Sale Deed, shall include their respective heirs, successors, assignees and legal representatives.

We the vendors and vendee do hereby declare that we do not belong to schedule caste or schedule tribe community.

IN WITNESSES WHEREOF the above named vendors execute, signed and delivered this Deed of Sale with their free will, sound mind, open heart and without any force or coercion from any manner on this the <u>day of May, 2011</u> at Bhubaneswar, in presence of the witnesses undersigned.

SIGNATURE OF THE VENDORS

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SIGNATURE OF THE VENDEE

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Form - A

DICLARATION

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

We the Executants and claimant/s do hereby declare that there is no structure / house on the schedule property transacted in this document, if existence of any structure/house is detected at later stage the document would be treated as invalid.

Bosia Hawa

Signature of Executant/s

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Signature of Claimant/s





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. 23 Fees Paid: A(1)-42700 ,I-3-2 ,A-21-10 ,D-60, User Charges-220 ,Total 42992

Date: 27/05/2011

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar KHURDA(BBSR) between the hours of 10:30 AM and 02:30 PM on the 27/05/2011 by BASUDEV HARICHANDAN, son/wife of LATE NARAN HARICHANDAN, of AT-GODIPADA,PO/PS-JANKIA,DIST-KHURDA, by caste General, profession Cultivation and finger prints affixed.

Signature of Presenter / Date: 31/05/2011

Endorsement under section 58

Execution is admitted by :	Photo	Thumb Impression	Signature
BASUDEV HARICHANDAN		1036549	Bann, Jan Wa
PRANANATH HARICHANDAN ALIAS PRANAKRUSHNA HARICHANDAN	×	0	×
GIRIDHARI HARICHANDAN ALIAS SANGRAM HARICHANDAN		11.12 C N 11.36764	girilinia Songon Henry
MAHENDRA KUMAR GUPTA ON BEHALF OF GUPTA POWER INFRASTUCTURE LTD	×	× Aleo	×
dentified by HIMANSU HAR	RICHANDAN Son/Wife of N	A of SAMEPLACE by pro	ession Others
Name	Photo	Thumb Impression	Signature

NSU HARICHANDAN





Sulsabrata Aunya

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : KHURDA(BBSR)

Book Number: 1 || Volume Number: 256

Document Number : 11081112710

For the year : 2011

Date: 31/05/2011

Seal :

Date: 31/05/2011

Signature of Registering officer

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of the Docu	iment: c	ALE IMM	OVARIF				Volume Nun	nber	: 256			
of the Dock		7/05/201	Place of Execution: VULLDDA/PRSD)									
		7/03/201 1081112		Pegistration Date : 21/05/2011						011		
Socument Numbe	• 1.	1081112	/10	FIRST	PART	TY DETAILS						
Namo	Type	Relation	Relatio	on Name	Age	Pres	ent Address		Permai	nent Addre	ess	
Name BASUDEV HARICHANDAN	Self	FATHER	LATE NA	ARAN	69	AT-GODIPA JANKIA,DIS N/A , ODISH	T-KHURDA . D	NST-	N/A , Dist- N/.	A , ODISHA	A , INDIA	
PRANANATH HARICHANDAN ALIAS PRANAKRUSHNA HARICHANDAN	Self	LATE NA	ARAN IANDAN	67	AT-GODIPADA,PO/PS- JANKIA,DIST-KHURDA , DIST- N/A , ODISHA , INDIA				A , INDIA			
GIRIDHARI HARICHANDAN ALIAS SANGRAM HARICHANDAN	Self	FATHER	LATE N HARICH	ARAN HANDAN	65	AT-GODIPA JANKIA,DIS N/A , ODISH	DA,PO/PS- T-KHURDA , D HA , INDIA	IST-	N/A , Dist- N/		A , INDIA	
	lame			Photo		Thumb	mpression		Sign	ature		
BASUDEV HARIO						1036549			n flershe			
PRANANATH HA PRANAKRUSHN	ARICHANDAN IA HARICHAN	N ALIAS NDAN	×			×	-2.	×				
GIRIDHARI HAR SANGRAM HAR	IICHANDAN A	ALIAS				1036754			, Saya kenth			
			T 5 1-4		COND PARTY DETAILS ne Age Present Address Permanent Address				nent Addre	ess		
Name	Туре	Relatio	n Relat	ion Name	AT-PLOTNO-896,CUTTACK							
MAHENDRA KUMAR GUPTA ON BEHALF OF GUPTA POWER INFRASTUCTUR	Institution	FATHE	ER 60			ROAD,PS- LAXMISAG	AR,BBSR,DIST DIST- N/A ,		N/A , DIST- N INDIA	NA , ODISH	HA ,	
LTD	Name			Photo		Thumb	Impression		Sign	nature		
MAHENDRA KL BEHALF OF GU INFRASTUCTUI	IMAR GUPTA IPTA POWER	ON	x			×		×				
				PRO	PERT	Y DETAILS						
SI.No. District	Village/Than	a Khata	Plot		perty /		Kisam		MarketValue	Sabak e Khata No.	Sabak Plot No.	
5 KHURDA	LOHANGA- 168	297	1290	625Decima			S.A.J.S-I		625000	Not Available	Not Available	
East West Nort	SOL	D AREA A	C. 0.625	DEC FULL DEC. REN	PLOT	TOTAL ONE	saction Details E MOUZA, ONE	KHAT	A, AND SEV	EN PLOT.	TOTAL	
4 KHURDA	TI OHANGA-	297	1250	660Decima			S.A.J.S-I		660000	Not Available	Not Available	
	est No		South	EOLD 42	EA AC		roperty Transa FULL PLOT	ction	Details			
NA NA	AN	NA.				, 0.000 DEC			1,000	1		
3 KHURDA	LOHANGA-	297	1246	40Decimal			S.A.J.S-I		40000	Not	Not	

		20		127					(B) (I)
	168							1	
Eas	st West	North		South		P	operty Transac	tion Detail	
NA	NA	NA	N	IA.	SOLD AREA AC. 0.0	40 DEC	FULL PLOT	tion Details	G G G
2	KHURDA LOHA	ANGA-	297	1244	560Decimal		S.A.J.S-I	560000	Not Not
Eas	st West	North		South		D _r	anatu Tur		Available Available
NA	NA	NA	N	IA	SOLD AREA AC. 0.56	30 DEC	operty Transact	ion Details	300
	KHURDA LOH	ANGA-	297	1005		JO DEC.	PULL PLUT		
	168	· ·	297	1235	35Decimal		S.A.J.S-1	35000	Not Not
Eas		North	1	South		Pr	nerty Transact	1 D . 1 . 11	Available Availab
NA	NA NA	NA	1	NA	SOLD AREA AC.0.03	35 DEC I	perty Transact	ion Details	
,	KHURDA LOH	ANGA-	297	1232	120Decimal		.A.J.S-I	1	Not Not
Eas	st West	North		South	,		- NO	120000	Not Not Available Availab
AV	NA	NA	-	JA	COLD 155	Pro	perty Transacti	on Details	
	KHURDA LOH,	ANGA-		1	SOLD AREA AC. 0.12	0 DEC F	ULL PLOT		
	168	2	297	1228	95Decimal	S	A.J.S-I	95000	Not Not
Eas NA	77031	North		South					Available Availabl
NA	NA	NA	Ν	Α	SOLD AREA AC. 0.095	DECE	perty Transactio	n Details	_
							DEL PLOT,		
	Name			Father's	IDENTIFIER DE	TAILS			
HIMAN	NSU HARICHAN	IDAN	+	auters	Husband's Name		ldentifier Ad	dress	Deef
	N		_			SAME	N ACE		Profession

Ma	IDENTI	FIER DETA	211.5		
Name HIMANSU HARICHANDAN	Father's / Husband's Na	ame		er Address	D ()
Name	Photo		SAMEPLACE		Profession Others
HIMANSU HARICHANDAN	00 15		mb Impression 611382	Sign Collubrata Admya	ature
ok	REMAR R	K DETAIL emark	S 611382	<u>V</u>	

DECLARATION

- I / we the vendor (s) of the said property do /so not belong to scheduled caste or scheduled tribe communities.
- I / We the vendee (s) do/ do not belong to scheduled caste or scheduled tribe communities
- 2. The land is not publicly endowed
- The land is not a lease hold one within ten years
- 4. The land is covered under consolidation operation.
- 5. The land is vacant land / land with structures
- 5. The land is vacant land / land with structures
 6. I / We the vendee (s) do hereby declare that I / We have reasonably enquired and verified the documents relating to the right, title and interest of the vendor and have purchased the property on payment of full / part consideration. I / We further declare that we will be held entirely responsible if we committed and mis-representation, suppression or distortion of facts or have deceived / defrauded
- the setter (5) in any manner.

 7. We the vendor (5) and Vendee (5) hereby declare that we have executed the sale deed with our clear vollation without any duress inducement, allurement or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

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