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

Date-30.04.2015

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 Director Sri Jitendra Mohan Gupta, S/o Sri Bhagat Ram Gupta, at- Cuttack Puri Road, Bhubaneswar, P.o- Budheswari, P.s – Laxmisagar, Bhubaneswar, Dist-Khurda, for creation of EMT in favour of your Bank.

APPENDIX-1

I. <u>LIST OF DOCUMENTS:</u>-

SL.No	Date of Documents	Name of the Documents	Whether Original/Certified True Copy / Xerox Copy
1.	18.01.1997	R.O.R Khata No- 244	Copy from Website
2.	13.05.2011	Regd Sale Deed No-11081111502	
3.	30.04.2011	Rent Receipt No- AY-2401786	Original
4.	13.12.2011	Rent Receipt No- AY-2410955	Original
5.	23.03.2012	Rent Receipt No- AAD-3801753	
6.	15.04.2015	Rent Receipt No- AAJ-0809577	Oroginal V
7.	21.12.2011	E.C No-3954	Original
8.	21.12.2011	E.C No-EC1142012110037	Original
9.	29.04.2015	E.C No-EC1142015000962	_{pref} ix
10.	17.04.2015	E.C NO-EC1142015000899	Original A
11	3224.06.13.	Medalon whate No. 518/89	Original

H. DESCRIPTION OF PROPERTY SCRUTINISED:-

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza- Lahanga, Status- Stiban, Mutation Khata No- <u>518/89</u>, Plot No-1200, Area- A0.415 dec., Kissam- Gharabari, corresponding to Khata No- 244.

Bounded: North- Chaitanya Das, South- Sadhu Pradhau,

cons

III. GENISIS AND FLOW OF TITLE:-

On careful perusal of the documents it appears that during consolidation operation in the year 1997 the above Scheduled property was recorded in the name of Parbati Das @ Dei and she was the lawful owner in possession over the Scheduled property.

It also further appears that Parbati Dei @ Das has transferred the above Scheduled Property in favour of M/s Gupta Power Infrastructure Ltd., represented by it's Director Sri Jitendra Mohan Gupta, by virtue of execution of Registered Sale Deed No-11081111502 dated 13.05.2011, before the Registering Office, Khurda.

It further appears that after execution of the Sale Deed, M/s Gupta Power Infrastructure Ltd., represented by it's Director Sri Jitendra Mohan 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-3" to "Gharabari".

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 Director Sri Jitendra Mohan 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 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.
- 2. 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.

OF O

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 claims

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 1999 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 –
 Ac0.415 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.
- 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- Lahanga, Status- Stiban, Mutation Khata No- 518/89, Plot No-1200, Area- A0.415 dec. Kissam- Gharabari, corresponding to Khata No- 244.

Bounded: North- Chaitanya Das, South- Sadhu Pradhan,

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-11081111502, dated 13.05.2011, 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.

ଖଡ଼ିଯାନ ମୌଜା ଲ୍ହୁଙ୍ଗା ତହସିଲ : ଖୋର୍ଦ୍ଧା ଥାନା ଖୋର୍ଦ୍ଧା ତହସିଲ ନମ୍ବର:.. ଥାନା ନମ୍ବର :168 809 ଜିଲ୍ଲା ଖୋର୍ଦ୍ଧା ସ୍ୱାନର କ୍ରମିକ ନମ୍ବର୍ଗ୍) ଜମିଦାରଙ୍କ ନାମ ଓ ଖେବାଟ ବା ଖତିଯ୍ୟାନର ନମ୍ବର୍ଗ୍ ୩) ପ୍ରଜାର ନାମ, ପିଡ଼ାର୍ ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ ଓଡ଼ିଶା ସର୍କାର ଖେବାଟ ନମୁର 1 ଗୁପ୍ତା ପାବାର ଇନ୍ଫ୍ରାଷ୍ଟକ୍ତର ଲିମିଟେଡ ଡାଇରେକ୍ର ,ଜିତେନ୍ଦ୍ର ମୋହନ ଗୁପ୍ତା ପି.ଭଗତରାମ ଗୁପ୍ତା ଜା ବୈଶ୍ୟ ବା ସ୍ଟଟ ନଂ 896, କଟକ ରୋଡ, ଥା - ଲକ୍ଷ୍ମସାଗର , ଭୁବନେଶ୍ୱର ଜି - ଖୋର୍ଦ୍ଧା ୪) ସୃତ୍ୱ ୫) ଦେଯ ୬) କ୍ୟବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର୍ ବିବର୍ଣୀ ନିସ୍କାର ସେସ ଓ ପ୍ଥିତିବାନ ଖଜଣା ସେସ ମୋଟ ଜଳକର ଅନ୍ୟାନ୍ୟ ସେସ ଯଦି କିନ୍ଥି ଥାଏ 215.00 162.00 377.00 ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିନ୍ଦି ଥାଏ BLANK SPACE FOR STAMPING ଅନ୍ତିମ ପ୍ରକାଶନ ତାରିଖ 21-613: ଖଜଣା ଧାର୍ଯ୍ୟ ତାରିଖ :01/04/2014 ରାଷ୍ଟ୍ରୀଯୁ ପୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର, ଓଡ଼ିଶା

ିରୁସ୍ନର କ୍ରିକ ନଂ 518/89			ମୌକା :ଲହ୍ଟ୍ର				ଜିଲ୍ଲା : ଖୋର୍ଦ୍ଧା		
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		1200	· · · · · · · · · · · · · · · · · · ·	0	415	0.1679	ସର୍ବାରି	ଦୁ ମୁ ପୁଟ ନଂ 1243 ଓ 1248 ର କିସମ ସର୍ବାରି କ ଜମା ସଂଶୋଧନ କର୍ବାଗଲା ଦା ଖା କେସ ନଂ 2361/11 ଓ ମୁ ପୁଟ ନଂ 1200 ଏ 0.415 କୁ ଦା ଖା ଖା 244 ତାରୁ । OLR 8 (A) କେସ ନଂ 12	
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Valuation Report

Application No- 1081112507

Registration Office- KHURDA(BBSR)

Application Type- SAL	EIMMOVABLE	DEE	DETAIL	.S	Status- Per	nding for Fee collection
Application No. 1081112507	Execution Date 13-MAY-11	Presentation Date 13-MAY-11	Book No.	No. of Pages	Registration No	Registration Date
FEE DETAILS (In '.) Stamp Duty : Consideration Amount Benchmark Value :	:	33650 673000 673000	A(1):	:		0 13460 220

FIRST PART	Y DETAILS										
Name	me Relation Relation's Ger		Gender	Age Profession		Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
ANANDA PRADHAN	FATHER	LATE DIBYASINGHA PRADHAN	MALE	98	Cultivation	General	SELLER/SELF	YES	YES	AT-LAHANGA,PO- GODIPADA,PS- JANKIA,DIST- KHURDA	
SANTHA PRADHAN	FATHER	LATE DIBYASINGHA PRADHAN	MALE	96	Cultivation	General	SELLER/SELF	NO	YES	AT-LAHANGA,PO- GODIPADA,PS- JANKIA,DIST- KHURDA	

П	SECOND PARTY DE												
	Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Presen	t Address	Permanent Address
	JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCTURE LTD.				39			BUYER/INSTITUTION			896,0 ROA LAXMISA DIST-	LOTNO- CUTTACK AD,PS- AGAR,BBSR KHURDA	
		esentative			Institution Name					Representative Address			sentative gnation
	JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCTURE LTD.				GUPTA POWER ENFRASTRUCTURE LTD.					T-PLOTN 6,CUTTA ROAD,PS IISAGAR ST-KHUF	ACK S- JBBSR	DIR	ECTOR

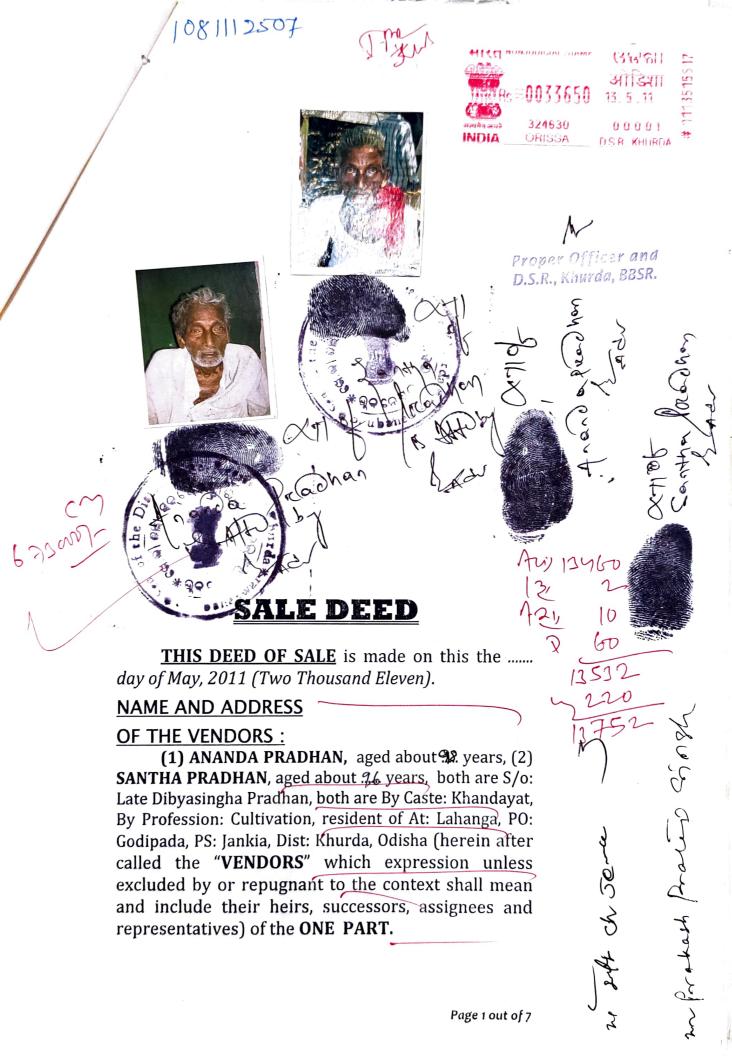
П	IDENTIFIER DETAILS						
П	Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
	PRAKASH RANJAN SINGH	GOPINATH PRASAD SINGH	AT/PO-MOTA, VIA-JANKIA,DIST-KHURDA	MALE	0	Others	Х

PROPERTY DI District	Village/I		Khata	Plot	Area		Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.		
KHURDA	LOHANG	A-168	31√	1248	0.448 Acre (448Decima	()	SARAD-III	448000	Not Available	Not Available		
East West	North South	Property	Trans	action	Details	1						
NA NA I	NA NA	SOLD ARE	A AC.	0.448 F	ULL PLOT, ANNUAL RENT	5 1.00P,TOTAL ONE KHATA,TWO PLOTS,TOTAL AREA AC.0.673 DEC						
KHURDA	LOHANG	A-168	\B#1	1243	0.225 Acre (225Degima	()	SARAD-III	225000	Not Available	Not Available		
East	West	North	1	South	Property Transa							
NA	NA	NA	1	NA 3	SOLB'AREA AC.O.	.22	5 DEC FULL PLOT.					
			-	1 10	1							

DOCUMENT ENTERED BY : RATIKANTA MOHANTY LIBERT



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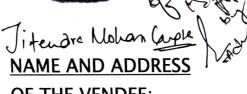
13.5.11 33650 inne thousand Thinty three thousand Sinhuman Hotal Titendra Mohan (896, Raxmisa BBSR Jacare D.S.R OMICE, Khurda, Best

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OF THE VENDEE:

INFRASTRUCTURE GUPTA POWER LTD. represented thorough its Director MR. JITENDRA MOHAN GUPTA, aged about 39 years, S/o: Bhagatram 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.

SALE DEED NATURE OF DEED:

AMOUNT OF CONSIDERATION:

Rs.6,73,000/-(Rupees Lakh Seventy Six Three Thousand) Only

SCHEDULE OF PROPERTY

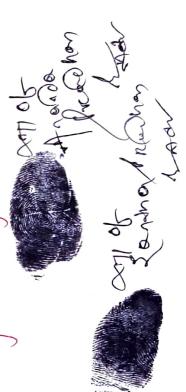
Dist: Khurda, Tahasil: Khurda, S.R.O: Khurda, Under D.S.R.O.: Khurda, Bhubaneswar, PS: Khurda, PS No. 168, Odisha Sarakar Khewat No. 1, Mouza: LAHANGA, Khata No. 31(Thirty One), Sthitiban Plot No. 1243 (One Thousand Two Hundred Forty Three), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.225dec. (Two Hundred Twenty Five Decimals) Full Plot.

Sthitiban Plot No. 1248 (One Thousand Two Hundred Forty Eight), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.448ec. (Four Hundred Forty Eight Decimals) Full Plot

Total One Mouza, One Khata, Two Plots, Total **Sold Area Ac0.673dec.** 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).



graves front ross

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.6,73,000/-(Rupees Six Lakh Seventy Three Thousand) Only

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. 6,73,000/-(Rupees Six Lakh Seventy Three 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.

Alloh Andreamen Carthelogen

Sign ch Sona

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.

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, they have 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 successors, assignees and heirs. 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.

Page 5 out of 7

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a prakash pralip wingle

Bokash meley sing

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.

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.

Page 6 out of 7

7

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 2 day of May, 2011 at Bhubaneswar, in presence of the witnesses undersigned.

WITNESSES:

1.8 floaten

DK Jane

HIP CORPY!

SIGNATURE OF THE VENDO

2. Prakash pratogsinge

JOHN TOLLING FOR GUPTA POWER INFRASTRUCTURE SHALL SELLING B-511 25 87 - Kh md a Titendre Alohan Connector SIGNATURE OF THE VENDEE

A Donal



FORM NO - A

DECLARATION

(Land / Property where there is no structure / House)

We the Executant's and Claimant's do here by dectare that there is no structure/ ase on schedule property transacted in this document if existence of any structure / house seeded at later stage the document would be treated as invalided.

Mary and Jan Jan

SIGNATURE OF EXECUTABLYS SELLOR

For GUPTA POWER INFRASTRUCTURE LIMITED

Titeron Mohan

BIGNATURE OF CLAMANYS PURCHASER



Endorsement of the certificate of admissibility

issible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, adule 1-A No. 23 Fees Paid: A(1)-13460, I-3-2, A-21-10, D-60, User Charges-220, Total 13752

pate: 13/05/2011

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 13/05/2011 by ANANDA PRADHAN, son/wife of LATE DIBYASINGHA PRADHAN, of AT-LAHANGA,PO-GODIPADA,PS-JANKIA,DIST-KHURDA, by caste General, profession Cultivation and finger prints affixed.

×		

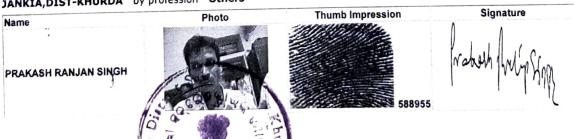
Signature of Presenter / Date: 17/05/2011

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :	Photo	Thumb Impression	Signature
Name ANANDA PRADHAN		998699	TI of ANANDA PRADHAN is attested Signature of the Registering officer
SANTHA PRADHAN		998892	TI of SANTHA PRADHAN is attested Signature of the Registering officer
JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCTURE LTD.	×	X	×

Identified by PRAKASH RANJAN SINGH Son/Wife of GOPINATH PRASAD SINGH of AT/PO-MOTA, VIA-JANKIA, DIST-KHURDA by profession Others



http://192.168.12.18/Admin/DSR/Endorsement/PrintEndorsement.aspx?id=1081112507&s... 5/18/2011

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ξ.	Numb		1081111				Registration Date : 17/05/2011							
tering	At NUMB						TY DETAILS							
70	Name	Туре	Relation	Relati	on Name	Age		sent Address		Pe	rmanent Add	ress		
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	1	Name			Photo		Thumb	Impression			Signature			
ANANDA PRADHAN 998699														
SANTH	ANTHA PRADHAN 998892													
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-		Name			Photo		Thumb Impression				Signature			
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1	KHURD	TI OHANGA-	31	1243	225Decima	ı		SARAD-III		225000	Not Available	Not Available		
Ea	ast V	Vest No		South				operty Transa	ction [Details				
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							R DETAILS							
	٨	lame		Father's	/ Husband'		Identifie			Pro	fession			
PRA	KASH RAI	NJAN SINGH	GOPI	NATH PI	RASAD SING	GH	1.0	JRDA	JANA	U'DI91-	Others			
		Name			Photo		Thumb	Impression			Signature			
PRA	KASH RA	HDNIS NALN.												







588955

REMARK DETAILS

Remark

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
- The land is covered under consolidation operation.
- 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
- 7. We the vendor (s) and Vendee (s) hereby declare that we have executed the sale deed with our clear violation without any duress inducement, allurement or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

This is a Computer Generated Certificate