SRI SANTOSH KUMAR MOHANTY, M.A. L.L.B.

PH.:- (0671)2527516. MOBILE:-9853406680.

ADVOCATE, ORISSA HIGH COURT.

ANNEXURE - II



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

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt.	Stitiban.
	Grant/ allotments etc.	
2.	If lease hold, whether	NT 4 A 11 - 11
	a) Lease Deed is duly stamped and registered.	Not Applicable.
	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 fvour of	
	lessee as to whether lease deed permits sub-leasing	
	and mortgage by Sub-lessee also.	
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement,	
	Whether;	Not Applicable.
	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.	
4.	If occupancy right, whether;	Not Applicable.
	a) Such right is heritable and transferable	
	b) Mortgage can be created.	
5.	a) Whether provisions of Urban Land Ceiling Act	
	applicable /permission obtained.	Not
	b). Whether no objection certificate under the Income	Applicable.
	Tax Act is required / obtained.	,
	c) Whether records with the Registrar of Assurances	
	verified (if applicable)	
6.	Whether there are claims from Minor/s and his/their interest	No.
	in the property/ies. Specify the share of minor/s with name.	
7.	In case of Agricultural land, the position regarding creation	Not Applicable.
	and enforceability with regard to Local laws.	
8.	In case of conversion of Agricultural land for commercial	Home stead.
	purposes or otherwise, whether requisite procedure followed	
	/permission obtained.	
9.a)	In case of partition/ settlement deeds, whether the original	Not
	deed is available for deposit. If not the modality/ procedure	Applicable.
	to be followed to create a valid and enforceable mortgage.	
b).	Whether mutation has been effected and whether the	Not Applicable.
	mortgagor is in possession and enjoyment of his share	
c)	Whether the partition made is valid in law?	Not Applicable,
10.a)	In case of partnership firm, whether the property belongs to	Not applicable.
	the firm and the deed is properly registered.	
b)	Whether the person(s) creating mortgage has/ have authority	Not
	to create mortgage for and on behalf of the firm.	Applicable.
11.	In case of Limited Company, verify the Borrowing Powers,	
	Resolution, authority to create mortgage/ execution of	Not
	documents, any prior changes with the ROC, MOA/AOA,	Applicable.
	provision for common seal etc.	• •
12.	In case of Societies/ Associations, verify the requisite	Not
	resolutions, bye laws, power to borrow, encumbrances etc.	Applicable
13	In case of POA holder, verify the geniuses of the Power of	Not
	POA and the extent of the powers. Whether the POA is	Applicable.
	properly executed/stamped/ authenticated/enforceable as per	T. Y.
	the Law of the place.	-

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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	Not Applicable.
	constructed on joint development basis.	Trot ripplicable.
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.	
k)		Not applicable.
<u>l)</u>	Occupancy certificate/ allotment letter of possession.	Not Applicable.
m)	Membership details in the society etc. Share Certificate.	Not applicable.
		Not applicable.
n)	NOC from the Society.	Not applicable.
0)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the	Not
. ~)	mortgagor.	Applicable.
q)	Documents evidencing possession such as Telephone Bill,	Not
	Electricity Bill, Tax paid receipt etc.	Applicable.
r)	Other legal requirements under the local/ Municipal laws,	Not
	with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Applicable.
15.	In case of joint family property and mortgage created for	Not
	family benefit/legal necessity, verify whether major	Applicable.
	coparceners have no objection, joined in execution, rights of	
	female members, minor's shares etc.	
16.	Genealogical tree is to be drawn up wherever the title has	Not
	been acquired by succession.	Applicable.
17	Pending litigation /court attachments/injunction /stay orders	Affidavit is to be
	/acquisition by the Govt. /Local authorities, etc. if any.	submitted by the
		borrower.
18.	Any other matters affecting the proposed creation of	
•	mortgage not covered elsewhere.	No.



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ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank, Buxi Bazar Branch, Cuttack.

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil office at Khurda on 13.05.2016, 18.05.2016 and 25.05.2016 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, P.S No.:- 136, Mouza:- Kaipadar, **Mutation Khata No.:- 1247/69**, **Plot No.-3802**, **area A0.555 dec.** Kisam:- Homestead which corresponds to Hal Khata No.-970, Plot No.- 3802, area A0.A0.555 dec. and is bounded as follows:-

Boundary of Plot No.-3802.

North:- Plot No.-3788,

South:- Plot No.- 3783 & 3803,

East :- Plot No.-3801,

West: - Plot No.- 3784, 3786 & 3787.

Further, I certify as under:

1. That, there is no prior mortgage / charge over the said property by the owner of the said property M/s. Gupta Power Infrastructure Ltd., measuring an area A0.555 dec. as per the Title Deeds and verified by me in the office of Register/ Sub register.

OR

2. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: Nil.

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

CUTTACK Date:- 27.05.2016.

Signature of the Advocate.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl.	Date of	Name of Document.	Whathamatical
No.	Document.	- COMMANDARE!	Whether certified/
1.	31.03.2001.	Hal R-O P hooning What N 070	true copy/ photo copy.
	21105.2001.	Hal R-O-R bearing Khata No970 recorded in the names of Smt. Radhamani Mishra and others.	Original.
2.	01.08.2011.	Registered sale deed bearing Document No11141104182 executed by Sri Bibhuti Bhusan Kar and others in favour of M/s. Gupta Power Infrastructure Ltd.	Original & certified copy.
3.	14.12.2011.	Rent receipt bearing NoAY 2416476.	Original
4.	28.03.2012.	Conversion Premium Paid receipt bearing NoAAD 3803904.	Original. Original.
5.	12.11.2015.	Mutation R-O-R bearing Khata No1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.	Original.
6.	21.07.2011.	E.C. bearing No1880/2011.	Original.
7.	25.07.2011.	E.C. bearing No1142107110006 of 2011.	Original.
8.	23.12.2011.	E.C. bearing No1142112110001 of 2011.	
9.	27.06.2015.	E.C. bearing No1142015001400/2015.	Original.
		1 12013001400/2013.	Original.

B. Description of Property / Properties.

No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
	R-O-R bearing Khata No.:- 1247/69, Plot No 3802	A0.555 dec.	Mouza:- Kaipadara, P.S:- Khurda, District:- Khurda.	As mentioned in Annexure-

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 16 YEARS.

I have perused the original title documents of the intending borrower / mortgagor M/s. Gupta Power Infrastructure Ltd. supplied by the bank. I have traced the title of the present intending borrower/ mortgagor for the last 19 years which is given as follows.

R-O-R bearing Khata No.-970 recorded in the names of Smt. Radhamani Mishra and others.

Originally Hal Khata No.-970 was recorded jointly in the names of Smt. Radhamani Mishra wife of Maguni Mishra, Sri Pratap Biswal, Nilu alias Nalini Biswal, Dilu alias Dillip Biswal, Ganesh Biswal sons of Pranath Biswal, Sri Biswanath Biswal, Kashinath Biswal, Hara Biswal and Buli Biswal sons and daughters of Narasingha Biswal, Sri Braja Biswal and Bilash



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Biswal son and daughter of Udyanath Biswal, Bhramara Biswal, Suratha Biswal son of Kapila Biswal finally published on 31.03.2001. As the consolidation authority has the power to decide the title of the persons, hence Radhamani Mishra wife of Maguni Mishra, Sri Pratap Biswal, Nilu alias Nalini Biswal, Dilu alias Dillip Biswal, Ganesh Biswal sons of Pranath Biswal, Sri Biswanath Biswal, Kashinath Biswal, Hara Biswal and Buli Biswal sons and daughters of Narasingha Biswal, Sri Braja Biswal and Bilash Biswal son and daughter of Udyanath Biswal, Bhramara Biswal, Suratha Biswal son of Kapila Biswal had jointly acquired valid right, title, interest and possession over the land bearing Khata No.-970.

In the mean time Radhamani Biswal died leaving behind her two grandsons (sons of her only daughter) namely Sri Bibhuti Bhushan Kar and Bidhu Bhusan Kar. So after the death of Radhamani Mishra her interest has been devolved upon her two grandsons namely Sri Bibhuti Bhushan Kar and Bidhu Bhusan Kar. Thus after the death of Radhamani Mishra her legal heirs Sri Bibhuti Bhushan Kar and Bidhu Bhusan Kar have jointly acquired valid right, title, interest and possession over the land under Khata No.-970. Similarly, as per the information given by the party Sri Kasinath Biswal has died unmarried. Therefore his interest over the land under Khata No.-970 has been devolved upon his brother and sisters namely Biswanath Biswal, Hara Biswal and Buli Biswal. Further Bhramara Biswal died leaving behind his only son Sri Bijaya Biswal as his legal heir. One of the recorded owner Suratha Biswal died leaving behind his two sons namely Rabi alias Rabindra Biswal and Dukha alias Dukhisyam Biswal. Thus after the deah of Bhramara Biswal and Suratha Biswal their legal heirs have acquired valid right, title, interest and possession over the subject land.

I want to clarify that the party has not submitted the death certificate and the legal heir certificates of the deceased recorded owners. But during the Mutation proceeding, the Tahasildar, Khurda has enquired into the matter through his Amin and being satisfied after calling for objection from the recorded owners or from their legal heirs and from the general public has issued Mutation R-O-R in favour of the present intending borrower. Therefore there is no other way than to accept them as the only legal heirs.



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Registered sale deed bearing Document No.-11141104208 dated 01.08.2011.

While the position is stood thus in order to meet their legal necessity, Sri Bibhuti Bhushan Kar, Bidhu Bhusan Kar, Pratap Biswal, Dilu alias Dillip Biswal, Nilu alias Nalini Biswal, Ganesh Biswal, Biswanath Biswal, Hara Biswal, Buli Biswal, Braja Biswal, Bilash Biswal, Bijaya Kumar Biswal, Rabi alias Rabindra Biswal and Dhukhishyam Biswal have jointly sold the land to the extent of land measuring an area A0.555 dec. from Plot No.-3802 of Khata No.-970 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing Document No.- 11141104182 dated 01.08.2011 and delivered the possession to the said company. Thus by virtue of the aforesaid registered sale deed M/s. Gupta Power Infrastructure Ltd. has acquired valid right, title, interest over the land total measuring an area A0.555 dec.

Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.

After purchase M/s. Gupta Power Infrastructure Ltd. has taken step to mutate its name and convert the land into homestead in the revenue record of rights. The Tahasildar, Khurda after following due procedure of law has issued R-O-R bearing Khata No.-1247/69 in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid and marketable title over the land under Khata No.-1247/69 having Plot No.-3802 measuring an area A0.555 dec. with kisam of land homestead.

from 01.01.1998 to 16.06.2015 from the Sub-register office, Khurda. From the said E.C. it is clear that there is no encumbrance of the subject property and the present declared owner is M/s. Gupta Power Infrastructure Ltd. I want to clarify that I have already applied the further E.C. from the period 01.01.2015 to till date. The same has not supplied by the Sub-Registrar.

Office, Khurda due delay in official procedure. However I have personally

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verified that there is no encumbrance of the subject property and the declared owner is M/s. Gupta Power Infrastructure Ltd. I shall supply the said E.C. as and when the same will be supplied to me by the office.

- **E.** I have perused the registered sale deed, mutation R-O-R and conversion premium paid receipt and up to date rent receipt which clearly proves that the party is in possession of the subject land.
- F. That, intending borrower M/s. Gupta Power Infrastructure Ltd. has submitted the original registered sale deed bearing Document No.-11141104182 dated 01.08.2011 executed by Sri Bibhuti Bhusan Kar and others in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd., original up to date rent receipt, conversion premium paid receipt, original E.C for 18 years which can create valid and equitable mortgage. The bank is advised to keep the following original documents for creation of equitable mortgage.
- 1. Original registered sale deed bearing Document No.- 11141104182 dated 01.08.2011 executed by Sri Bibhuti Bhusan Kar and others in favour of M/s. Gupta Power Infrastructure Ltd.
- 2. Original Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.
- 3. Original E.C.
- 4. Original conversion premium paid receipt.
- 5. Original Up to date 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.
- 3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

A STA

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Sri Jitendra Mohan Gupta being the Director of M/s. Gupta Power Infrastructure Ltd. has to submit an affidavit touching the following points.

- 1. That, the company has not availed any loan or financial assistance from any other bank/ financial institution prior to this keeping the subject properties as mortgage.
- That, the subject 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, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
- 4. That, the property is free from any encumbrances what so ever.
- 5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
- 6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
- 7. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
- 8. That, the documents supplied by him are genuine and originals.
- 9. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
- 10. That, the loan amount will be utilized only for the business purpose for which the same is sanctioned and he will not utilize the same any other purpose.

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

I have gone through the original copies of the documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the original documents of title

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referred to above can only 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 and I further certify that:

- 1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
- 2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 13.05.2016, 18.05.2016 and 25.05.2016 and verified the records/ details of the property belonging to M/s. Gupta Power.

 Infrastructure Ltd.
- 3. That, I have perused the E.C. for a period of more than 18 years and from the said E.C. it can be opined that there are no encumbrances of the subject property.
- 4. That, there is no prior mortgage of the subject lands.
- 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 /acquision 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 / mortgagor M/s. Gupta Power Infrastructure Ltd.

I certify that mortgagor M/s. Gupta Power Infrastructure Ltd. represented through its Director Sri Jitendra Mohan Gupta can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

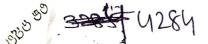
Place:- Cuttack.

Date: 27.05.2016.

Signature of the Advocate.

ଖଡିୟାନ େଥିବ ଦେଖାଳି। ତହସର ବଂ ୩୨୦ ପରିଶିଷ - ଜ ଫର୍ମ ନଂ୯୯ eary ଥାନୀ ନମ୍ବର ପରିକେଦ - ୪୦୨ ୩। ପୁଜାର ନାମ, ପିଡାର ନାମ, ଜାତି ଓ ବାସପ୍ଥାନ ୨ | ଜମିଦାରଙ୍କ ନାମ ଓ ଖେଡ୍ୱାଟ ବା ଖଡିୟାନର ନୟର ୧ । ଖତିୟାନର କୁମିକ ନୟର ୬/ମଧିଷ୍ଟ ଧର୍ମ : ମଧ୍ୟ ଧାର୍ମ ହାର୍ମ : ଓଡ଼ ପ୍ରଥି : ପିତାର ଖଣ୍ଟାଳ ଜିଲୁ ବିଧାନ କିଳୁ ବଧ୍ୟାଳ ଆହୋଣ ବଧ୍ୟାଳ ପିଠା ଦାର୍ଜନାଥ ବଧ୍ୟାଳ ନଧ୍ୟ ନାଥ ବଧ୍ୟାଳ କାର୍ତ୍ତିନାଥ ନିର୍ଣ୍ଣଳ ନାଥ ବଧ୍ୟାଳ ବିଠା ବଦ୍ୟ ନାଥ ବଦା ନଥନ୍ତି ବ୍ୟୁଲ ବ୍ରବ୍ୟାଳ ନିର୍ମ୍ଣଳ ବିଦା ବଦ୍ୟ ନାଥ किशा सम्बाग्र ६ अखीर हारी उट 2 30 ବଶ୍ଚାଳ ପ୍ରମେଷଶାଳ ହିନ୍ଦ୍ର ବଶ୍ଚାଳ ପତା କପଳ କଶ୍ଚାଳ କାତି. ଧାଷ୍ଟାୟୁତ ଜାବ୍ୟକ ଦଥିମାନ୍ତ ଧାତିଆ ୬। କୁମବର୍ଦ୍ଧନ**ାଳ ଖ**ଜଣାର ଡିବରଣା ୫। ହେୟ ୪। ସୃତ୍ନ ନିସାର ସେସ୍ ଓ ମୋଟ 602 ଅନ୍ୟାନ୍ୟ ସେସ ଖଳଣା ଜଳ କର ଧାଦି ଚିଛି ଥାଏ 28.00 शिक्षित्र कि 59.00 891.00 ट्राक्टिम्ब्रा E1069181 ୭ । ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ and finally published on 3 1. contained in sub-section (2) of the said sect of APR O. C. H. & P. F. L. Rules 1973 2- The souled rent and coss shall rate effect from

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Propek Offices Sub-Registrar KHURDA







Brahu BNUSam KUX

SALE DEED

THIS SALE DEED is made on the.....1st.....day.cf.

August 2011 (Two thousand ten).

BETWEEN

(1) BIBHUTI BHUSAN KAR, aged about - 51 years

(2) BIDHU BHUSAN KAR, aged about - 35 years, Song &

of-LATE GAGAN CHANDRA KAR, by caste - BRAHMAN

(3) PRATAP BISWAL, aged- 43 years, (4) DILU @ DIL

BISWAL, aged-41 years, (5) NILU @ NALINI BIS

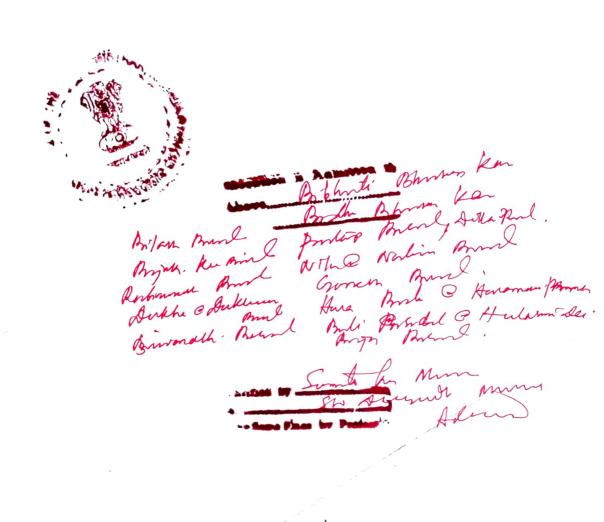
aged- 38 years, (6) GANESH BISWAL, aged-

son of LATE PRANANATH BISWAL. (7) BISWA

alless Haramant Brodhan. BISWAL, aged - 65 years, (8) HARABISWAL, aged about 67

अर्देश मिला हिसी

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REGISTERING OFFICER, KHORDHA









Litio of Dilu O Dillip Bismal althol SuMish 1.8.11 Adv. Khoda.

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years, (9) BULI BISWAL, aged about -5) years, son and daughter of LATE NARAS NGH BISWAL, (10) BRAJA BISWAL, aged -64 years, (11) BILASH BISWAL, aged -5-7-years, Sylo of LATE UDAYANATH BISWAL, (12) BIJAY KUMAR BISWAL, aged 52 years, son of LATE BHRAMAR BISWAL, (13) RABI @ FABINDRA BISWAL, aged-45years, (14) DUKHA@ DUKHISHYAM BISWAL, aged-34years, son of LATE SURATH BISWAL, by caste - KHANDAYAT, by Profession - CULTIVATION & HOUSE WORK, residing At/P.O.- DADHIMACHAGADIA, P.S.-SADAR THANA, KHORDHA, Dist- KHORDHA. by caste - KHANDAYAT, by Profession - CULTIVATION & HOUSE WORK, Village/P.O.- DADHIMACHAGADIA, P.S.- SADAR THANA, KHORDHA, Dist- KHORDHA. (here-in-after described as "VENDOR" which expression shall unless repugnant to the context mean & include his legal heirs, successors, administrators, executors and assigns) of the 1ST PARTY.

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M/S. GUPTA POWER INFRASTRUCTURE LTD. A

company registered under the companies act 1956, having its Registered Office At- Plot No.-396, Cuttack Road, Bhubaneswar, Dist.- Khordha, represented by SRI JITENDRA MOHAN GUPTA, aged about - 35 years, Son of - Sri Bhagat Ram Gupta, by Caste - Baisya, By Profession - Business, At - Cuttack Puri Road Bhubaeswar, P.S- Laxmisagar, Dist - Khurda. (here-inafter described as "VENDEE" which expression shall unless repugnant to the context mean & include his legal heirs, successors, administrators, executors & assigns) of the SECOND PARTY.

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CONSIDERATION

Consideration Amount: Rs. 5,55,000 /- (Rupees five lakh fifty five thousands) only as per the present market rate mutually agreed.

they is/are the absolute owner of the landed property hereby sold and conveyed through this Sale Deed and hereinafter called the "SCHEDULED PROPERTY" in short. The property stands recorded in the name of Present Vendors alongwith Radhamani Mishra, Kasinath Biswal, Bhramar Biswal & Suratha Biswal. After the death of said Radhamani Mishra, the Vendor No. 1 & 2 being the grand son and legal heir; after the issueless death of Kasinath Biswal, the Vendor No. 7,8,9 are being the brother and sister legal heir; after the death of said Bhramar Biswal, the Vendor No. 12 being the son and legal heir; after the death of said Surath Biswal, the Vendor No. 13, & 14 are being the son and legal heir. In this regard the present vendors are the absolute owner of the scheduled property

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dispute and also paying the land revenue, taxes, cess etc. to the Government by obtaining receipts to that effect. The Vendor further declare that there are no other legal heirs having any stake over the scheduled property.

and the Vendors being in urgent need of money to meet out the public loan and urgent necessity of their family expenses had intended to sell the said property having an Area - Ac. 0.555 dec. fully as described in the aforesaid schedule for a total consideration of Rs. 5,55,000 /- (Rupees five lakh fifty five thousands) only as per the present market rate mutually agreed.

to purchase the said property for the aforesaid consideration and both the parties have agreed to the transaction as per the terms and conditions hereunder.

NOW THEREFORE, THIS INDENTURE WITNESSES:

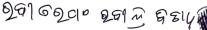
THAT, in pursuance to the aforesaid agreement and

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Rupees five lakh fifty five thousands) only paid by the said Vendee to the Vendor by Cash, the Vendor hereby acknowledges, as having received the same. The Vendor, according to his free will and sound mind both hereby convey, transfer & assigns unto and to the use of the Vendee, his/her heirs, executors, administrators, representatives & assigns ALL THAT piece and parcel of the land tenements, hereditaments as fully described in the schedule appended hereto with and the right, title, interest, property, claim, demand, easements, benefits and whatsoever of the Vendor into or upon the same whereby conveyed unto the Vendee, his/her heirs, executors, administrators, representatives & assigns absolutely for ever as ordinarily pass on such sale.

THAT, the Vendor do hereby convenient and declare for himself, his heirs, executors, administrators, representatives and assigns that he beholds this good title and right to convey the said property conveyed or expressed to be conveyed upto the Vendee, his heirs,

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executors inistrators, representatives and assigns in the manner aforesaid.

THAT, the Vendor further declares that the said property hereby transferred or intended to be transferred are free from all encumbrances, charges, claims or demands & that he or his heirs, executors, administrators, representatives and assigns have not done anything whereby the property may be subject to any attachment or lien of any court or person or body what-so-ever and permissions is not required from any authority for transfer of this land.

THAT, the Vendor and all his heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the purchaser his heirs and executors, administrators and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the vendor or any breach of the convenient hereinafter contained.

THAT, the Vendee shall hereafter peacefully hold, use & enjoy the same as have own chattel & property without

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any hindrance, interruption, claim or demand by or from the Vendor, his heirs, executors, administrators, representatives & assigns or any other person whom-so-ever.

THAT, the vendor hereby delivers the Vendee the possession of the property, more fully described in the aforesaid schedule and all the record of rights deeds and writings own in their possession and custody relating to the title of the Vendor to the property hereby demised.

THAT, the Vendor and all the persons claiming under him shall have and will from time to time upon the request of the Vendee, his heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts. deeds and things what-so-ever for further and more perfectly assuring the said premises and every part thereof unto the Vendee, his heirs, executors, administrators, representatives and assings and placing him in possession of the same in accordance to the true intent and meaning of these presents as shall or may be reasonably required.

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SCHEDULE PROPERTY

1. State of Orissa, Khewata No. - 1, Thana No. - 136, Thana, Tahasil, S.R.O. & Dist.-Khordha, Mouza-Kaipadar, Khata No.- 970 (Nine hundred seventy), Status- Stitiban, Plot No.-3802 (Thirty eight hundred and two), Kisam-Patita Sold Area- Ac.0.555dec. Annually Rent Rs. 3 /- (Five hundred fifty five decimals at a rent of rupees three only, annually)as per the sketch map attached herewith the schedule of property is shown in red colour.

BOUNDARY:

North- Plot No. 3788 South-Plot No. 3783,3803

East - Plot No. 3801 West- Plot No. 3784, 3786,3787

The land is not leasehold and it is not an endowment land. And the same is not obtained by virtue of "Bhudan".

IN WITNESSES WHEREOF the Vendor has hereto signed on the day, month and the year first above written.

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AND WE, both the Vendor and the Vendee declare that we do not belong to Scheduled Caste or Scheduled Tribe category.

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In Presence of

The Witnesses.

Sign. of the Vendor

w/s. Diwarem Brinks

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For GUPTA POWER INFRASTRUCTURE LIMITED

Titerara Moham Gupta

Director

FORM-A

DECLARATION

(LAND/PROPERTY WHERE THERE IS NO STRUCTURE/HOUSE)

We the executants and claimants 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 a later state the document would be treated as invalid.

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Bion bhusan Kuk
Bion 900 min Kuk
Dila 6 Dillip Bisan

Sign. of the Executants

Reg OR Bom Modern John Al

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For GUPTA POWER INFRASTRUCTURE LIMITED

x: Titendre Moham Guptr

Director

Sign. Of the Claimant

Billock Bismul

Misting Be Jaya Ruman Biswal

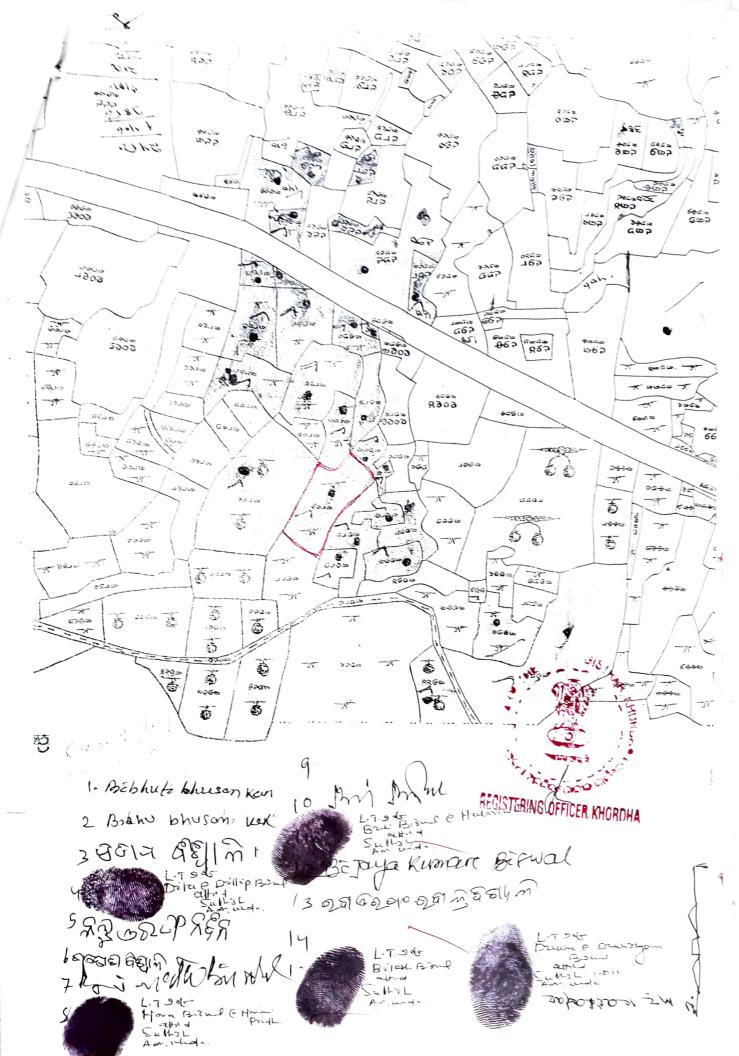
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Prepared by:

Sk Mishra. 1-8:11 Adrocate, Khanda. (As par instructs of the executions)





11/10/11/11

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)-11100 ,I-3-2, User Charges-260 ,Total 11362

Date: 01/08/2011

Signature of Registering officer

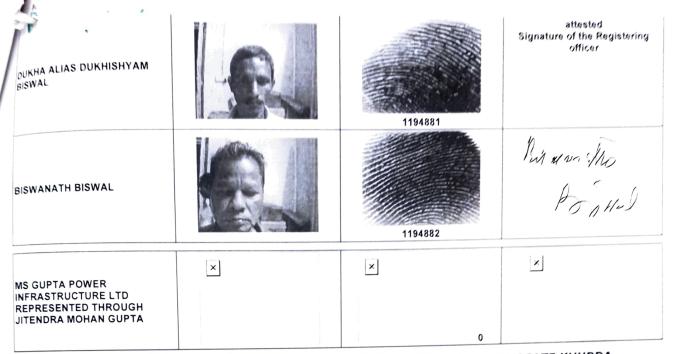
Endorsement under section 52

Presented for registration in the office of the Sub-Registrar KHURDA between the hours of 10:30 AM and 02:30 PM on the 01/08/2011 by BIBHUTI BHUSAN KAR, son/wife of LATE GAGAN CHANDRA KAR, of DADHIMACHHAGADIA, SADARTHANA, KHURDA, by caste General, profession Cultivation and finger prints

Signature of Presenter / Date: 01/08/2011 **Endorsement under section 58** Execution is admitted by:

Name	ALICICIA) C.		
name	Photo	Thumb Impression `	Signature
BIBHUTI BHUSAN KAR		1194264	Bibhuh bhusen
BIDHU BHUSAN KAR		1194870	from furting
PRATAP BISWAL		1194871	36/2 alle
DILU ALIAS DILLIP BISWAL		1194872	TI of DILU ALIAS DILLIP BISWA is attested Signature of the Registering officer

ALC: 1		
_{NILU} ALIAS NALINI BISWAL	1194873	4 3 /4)
SANESH BISWAL	1194874	25888
IARA BISWAL ALIAS ARAMANI PRADHAN	1194875	TI of HARA BISWAL ALIAS HARAMANI PRADHAN is attested Signature of the Registering officer
BULI BISWAL ALIAS HULASINI DEI	1194876	TI of BULI BISWAL ALIAS HULASINI DEI is attested Signature of the Registering officer
BRAJA BISWAL	1194877	fri salul.
BILASH BISWAL	1194878	TI of BILASH BISWAL is attested Signature of the Registering officer
BIJAY KUMAR BISWAL	1194879	Bizani Kumar Bind
RABI ALIAS RABINDRA BISWAL	1194880	ramorean follow
	1,0400	TI of DUKHA ALIAS DUKHISHYAM BISWAL is



Identified by **SUMANTA KUMAR MISHRA** Son/Wife of **DAYANIDHI MISHRA** of **ADVOCATE,KHURDA KHURDA** by profession **Others**

Name	Photo	Thumb Impression	Signature		
SUMANTA KUMAR MISHRA		706278	James Krum Mill.		

Date: 01/08/2011

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : KHURDA Book Number : 1 || Volume Number : 85

Document Number : 11141104182

For the year : 2011

Seal :

Date: 03/08/2011

Signature of Registering office

This is a Computer Generated Certificate