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ANNEXURE – II

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

	Nature of Title (ownership/Lease hold/ Occupancy Govt.	Stitiban.
١.	Nature of Title (Ownership) Beast and	
	Grant/ allotments etc.	1.1-
2.	If lease hold, whether	Not Applicable.
	a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right.	
	b) Lessee is permitted to mortgage the read as by Lessee is permitted to mortgage the read as a lesse.	
	b) Lessee is perimited to mortgage and considerable by Lessee is 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,	Not Applicable.
	** 71 41	Hotripp
	Grant/ agreement etc. provides for alienable lights to	
	The mortgagor with or Without Conditions.	
	b) The mortgage is competent to create charge on such	
	Property.	Not Applicable.
4.	If occupancy right whether:	Not Application
4.	a) Such right is heritable and transferable	
	1) Mortgage can be created.	
5.	a) Whether provisions of Urban Land Ceiling Act	
٥.	licable /permission obtained.	Not
	1 'tion contituate linder lie lileulie	Applicable.
	To A at is required / Obtained.	
	1 th the Degistrar OI Assulations	
	:c 1 (:f amplicable)	
	de la	No.
6.	telling Specify the share of Hillion's with hame.	
	In the property/les. Specify the besiden regarding creation In case of Agricultural land, the position regarding creation	Not Applicable.
7.	1 11th with regard to LOCALIANS.	
	C A Gricillia Alla Idia Commission of A Gricillia Alla Idia Commission	Home stead.
8.	In case of conversion of Agricultural functional purposes or otherwise, whether requisite procedure followed	
	1. taimed	
	/permission obtained. In case of partition/ settlement deeds, whether the original	Not
9.a)	deed is available for deposit. If not the modality/ procedure	Applicable.
	to be followed to create a valid and enforceable mortgage.	
	to be followed to create a valid and emotived and whether the	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	Ttot apparen
	the firm and the deed is properly registered.	Not
b)	Whether the person(s) creating mortgage has/ have authority	Applicable.
1	to areate mortgage for and on behalf of the IIIII.	Аррпологе.
11.	In case of Limited Company, verify the Borrowing rowers,	Not
	Desclution authority to create mortgage/ execution of	Applicable.
	documents, any prior changes with the ROC, MOA/AOA,	Applicable.
	provision for common seal etc.	Not
12.	In case of Societies/ Associations, verify the requisite	Not
	magnifications by laws nower to borrow, encumbrances etc.	Applicable Not
13	In each of POA holder verify the geniuses of the rower of	Not Applicable.
	DOA and the extent of the nowers. Whether the FOA is	Аррисаоте.
	properly executed/stamped/ authenticated/enforceable as per	
1	the Law of the place.	

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		N. t. amplicable
14.	If the property is a flat/apartment or residential/commercial	Not applicable.
	complex, verify.	N. 11 11
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.	
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	Not Applicable.
	authority.	
f)	Independent title verification of the land or building in	Not Applicable.
	Question.	
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.
<u>k)</u>	Occupancy certificate/ allotment letter of possession.	Not Applicable.
1)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
<u>n)</u>	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.
(p	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	Applicable.
	Regulations, Societies Law etc.	
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.

Lot No.1 Property.

Dist./ Tahasil/ SRO.:- Khurda, P.S.:- Khurda, P.S No.:- 136, Mouza:-Kaipadar, Mutation Khata No.:- 1247/69, Plot No.-3720, area A0.130 dec. Kisam:- Agricultural, Plot No.-3722, area A0.410 dec, Plot No.-3757 area A0.107 dec., Plot No.-3758 area A0.045 dec., Plot No.-3759 area A0.465 dec. Kisam of Lands are Homestead which corresponds to Hal Khata No.-486, Plot No.-3720, 3722, 3757, 3758, 3759 and is bounded as follows:-

Boundary of Plot No.-3720, 3721, 3722 which is possessed as one plot.

North:- Govt. Land, South:- Plot No.-3710 & 3725, East :- Plot No.-3723 & 3724, West: - Plot No. - 3719.

Boundary of Plot No.-3757, 3758, 3759 which is possessed as one plot.

North:- Plot No.-3809, 3804 & 3808, South: Govt. Land. East :- Plot No.-3756 & 3810, West :- Plot No.- 3760.

Lot No.2 Property.

Dist./ Tahasil/ SRO.:- Khurda, P.S.:- Khurda, P.S No.:- 136, Mouza:- Kaipadar, Mutation Khata No.:- 1247/69, Plot No.-3808, area A0.385 dec. and Plot No.-3809, area A0.425 dec, which corresponds to Hal Khata No.-487, Plot No.-3808 and 3809 which is possessed as one plot an bounded as follows.

Boundary of Plot No.-3808 and 3809.

North:- Plot No.-3806,

South:- Plot No.-3757,

East :- Plot No.-3811 & 3810,

West: - Plot No. - 3759 & 3804.

Further, I certify as under:

 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 A2.107 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 document	Description of the Document	In whose favour	Amount mentioned in the Document
X	X	X	X

CUTTACK

Date: - 27.05.2016.

Signature of the Advocate.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

Α.	A. Description of the Documents scrutinized.				
Sl.	Date of	Name of Document.	Whether certified/		
No.	Document.		true copy/ photo copy.		
1.	31.03.2001.	Hal R-O-R bearing Khata No486 recorded in	Original.		
		the names of Sri Pratap Kumar Biswal and others.			
2.	01.08.2011.	Registered sale deed bearing Document No	Original & certified		
		11141104183 executed by Sri Pratap Kumar	copy.		
		Biswal and others in favour of M/s. Gupta Power			
		Infrastructure Ltd.			
3.	31.03.2001.	Hal R-O-R bearing Khata No487 recorded in	Original.		
		the names of Sri Pratap Kumar Biswal and others.			
4.	01.08.2011.	Registered sale deed bearing Document No	Original & certified		
		11141104181 executed by Sri Pratap Kumar	copy.		
		Biswal and others in favour of M/s. Gupta Power			
	21.07.2011	Infrastructure Ltd.			
5.	21.07.2011.	Notarised Deed of Reliqishment executed by	Original.		
	14 12 2011	Bilash Biswal.			
6.	14.12.2011.	Rent receipt bearing NoAY 2416469 for Khata No486.	Original.		
7.	14.12.2011.		0 1		
/.	14.12.2011.	Rent receipt bearing NoAY 2416468 for Khata No487.	Original.		
8.	24.03.2012.	Conversion premium paid receipt bearing No	Onicinal		
0.	24.03.2012.	AAD 3803607.	Original.		
9.	28.03.2012.	Conversion premium paid receipt bearing No	Original.		
1	20.03.2012.	AAD 3803605.	Original.		
10.	12.11.2015.	Mutation R-O-R bearing Khata No1247/69	Original.		
		recorded in the name of M/s. Gupta Power	Original.		
		Infrastructure Ltd.			
11.	27.07.2011.	E.C. bearing No1879/2011.	Original.		
12.	25.07.2011.	E.C. bearing No1142107110007 of 2011.	Original.		
13.	23.12.2011.	E.C. bearing No1142112110002 of 2011.	Original.		
14.	27.06.2015.	E.C. bearing No1142015001400/2015.	Original.		

Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	R-O-R bearing Khata No.:- 1247/69, Plot No 3720, 3722, 3757, 3758, 3759, 3808, 3809. 3724	A0.2.107 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.

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Lot No.1 Property.

R-O-R bearing Khata No.-486 recorded in the names of Sri Pratap Kumar Biswal and others.

Originally Hal Khata No.-486 was recorded jointly in the names of Sri Pratap Kumar Biswal, Dillip Kumar Biswal, Nabin Kumar Biswal, Ganesh Biswal sons of Panu Biswal, Kakali Biswal wife of Panu Biswal, Sri Biswanath Biswal, Sri Brajakishore Biswal, Bilash Biwal son and daughter of Udyanath Biswal respectively, Suratha Biswal, Bhramara 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 Sri Pratap Kumar Biswal, Dillip Kumar Biswal, Nabin Kumar Biswal, Ganesh Biswal sons of Panu Biswal, Kakali Biswal wife of Panu Biswal, Sri Biswanath Biswal, Sri Brajakishore Biswal, Bilash Biwal sons and daughter of Udyanath Biswal respectively, Suratha Biswal, Bhramara Biswal son of Kapila Biswal had jointly acquired valid right, title, interest and possession over the land bearing Khata No.-486.

In the mean time Kakali Biswal is dead and she is servived her legal heirs namely Pratap Kumar Biswal, Dillip Kumar Biswal, Nabin Kumar Biswal and Ganesh Biswal whose names have already recorded in the Khata No.-486. Similarly Bhramara Biswal died leaving behind his only son Sri Bijaya Biswal as his only 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. One of the recorded owner Bilash Biswal who is the daughter of Udyanath Biswal had relinquished his interest in favour of his brother Brajakishore Biswal. Therefore her interest over the land under Khata No.-486 has been devolved upon his brother Sri Brajakishore Biswal.

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

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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.

Registered sale deed bearing Document No.-11141104183 dated 01.08.2011.

While the position is stood thus in order to meet their legal necessity, Sri Pratap Biswal, Dilu alias Dillip Biswal, Nilu alias Nalini Biswal, Ganesh Biswal, Biswanath Biswal, Hara Biswal, Brajakishore Biswal, Bijaya Kumar Biswal, Rabi alias Rabindra Biswal and Dhukhishyam Biswal have jointly sold the land to the extent of land measuring an area A0.130 dec. from Plot No.-3720, measuring an area A0.140 dec. from Plot No.-3721, measuring an area A0.410 dec. from Plot No.-3722, measuring an area A0.107 dec. from Plot No.-3757, measuring an area A0.045 dec. from Plot No.-3758, measuring an area A0.465 dec. from Plot No.-3759 of Khata No.-486 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing Document No.-11141104183 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 A1.297 dec.

Lot No.2 Property.

R-O-R bearing Khata No.-487 recorded in the names of Sri Pratap Kumar Biswal and others.

Originally Hal Khata No.-487 was recorded jointly in the names of Sri Pratap Kumar Biswal, Dillip Kumar Biswal, Nabin Kumar Biswal, Ganesh Biswal sons of Panu Biswal, Kakali Biswal wife of Panu Biswal, Sri Biswanath Biswal, Sri Brajakishore Biswal, Bilash Biswal son and daughter of Udyanath Biswal respectively, Suratha Biswal, Bhramara Biswal son of Kapila Biswal finally published on 31.03.2001. As the consolidation authority

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has the power to decide the title of the persons, hence Sri Pratap Kumar Biswal, Dillip Kumar Biswal, Nabin Kumar Biswal, Ganesh Biswal sons of Panu Biswal, Kakali Biswal wife of Panu Biswal, Sri Biswanath Biswal, Sri Brajakishore Biswal, Bilash Biwal sons and daughter of Udyanath Biswal respectively, Suratha Biswal, Bhramara Biswal son of Kapila Biswal had jointly acquired valid right, title, interest and possession over the land bearing Khata No.-487.

In the mean time Kakali Biswal is dead and she is servived her legal heirs namely Pratap Kumar Biswal, Dillip Kumar Biswal, Nabin Kumar Biswal and Ganesh Biswal whose names have already recorded in the Khata No.-487. Similarly Bhramara Biswal died leaving behind his only son Sri Bijaya Biswal as his only 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. One of the recorded owner Bilash Biswal who is the daughter of Udyanath Biswal had relinquished his interest in favour of his brother Brajakishore Biswal. Therefore her interest over the land under Khata No.-487 has been devolved upon his brother Sri Brajakishore Biswal.

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.

Registered sale deed bearing Document No.-11141104181 dated 01.08.2011.

While the position is stood thus in order to meet their legal necessity, Sri Pratap Biswal, Dilu alias Dillip Biswal, Nilu alias Nalini Biswal, Ganesh Biswal, Biswanath Biswal, Hara Biswal, Brajakishore



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Biswal, Bijaya Kumar Biswal, Rabi alias Rabindra Biswal and Dhukhishyam Biswal have jointly sold the land to the extent of land measuring an area A0.385 dec. from Plot No.-3808, measuring an area A0.425 dec. from Plot No.-3809 of Khata No.-487 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing Document No.- 11141104181 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 A0.810 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.-3720, 3722, 3757, 3758, 3759, 3808 and 3809 measuring an area A0.2.107 dec.

I want to clarify that except Plot No.-3720 measuring an area A0.130 dec. all other plots under the aforesaid two sale deeds has been converted into homestead. The agricultural land can be mortgagable. But the bank cannot proceed in Sarfacie Act against the agricultural land. But the bank can proceed in the DRT Act in case of default. But it is adjoining to other homestead land, hence in my considered opinion there is no impediment to create equitable mortgage over the Plot No.-3720.

D. I have perused the E.C. for a period of 18 years commencing 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



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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 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.-11141104183 dated 01.08.2011 executed by Sri Pratap Kumar Biswal and others in favour of M/s. Gupta Power Infrastructure Ltd., original registered sale deed bearing Document No.-11141104181 dated 01.08.2011 executed by Sri Pratap Kumar Biswal and others in favour of M/s. Gupta Power Infrastructure Ltd., original notarized Relinquish Deed dated 21.07.2011 executed by Bilash Biswal, 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.- 11141104183 dated 01.08.2011 executed by Sri Pratap Kumar Biswal and others in favour of M/s. Gupta Power Infrastructure Ltd.
- 2. Original registered sale deed bearing Document No.- 11141104181 dated 01.08.2011 executed by Sri Pratap Kumar Biswal and others in favour of M/s. Gupta Power Infrastructure Ltd.
- 3. Original Notarised relinquish deed dated 21.07.2011 executed by Bilash Biswal.

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

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ADVOCATE, ORISSA HIGH COURT.

- 4. 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.

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.
- 2. 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.

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- 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 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.

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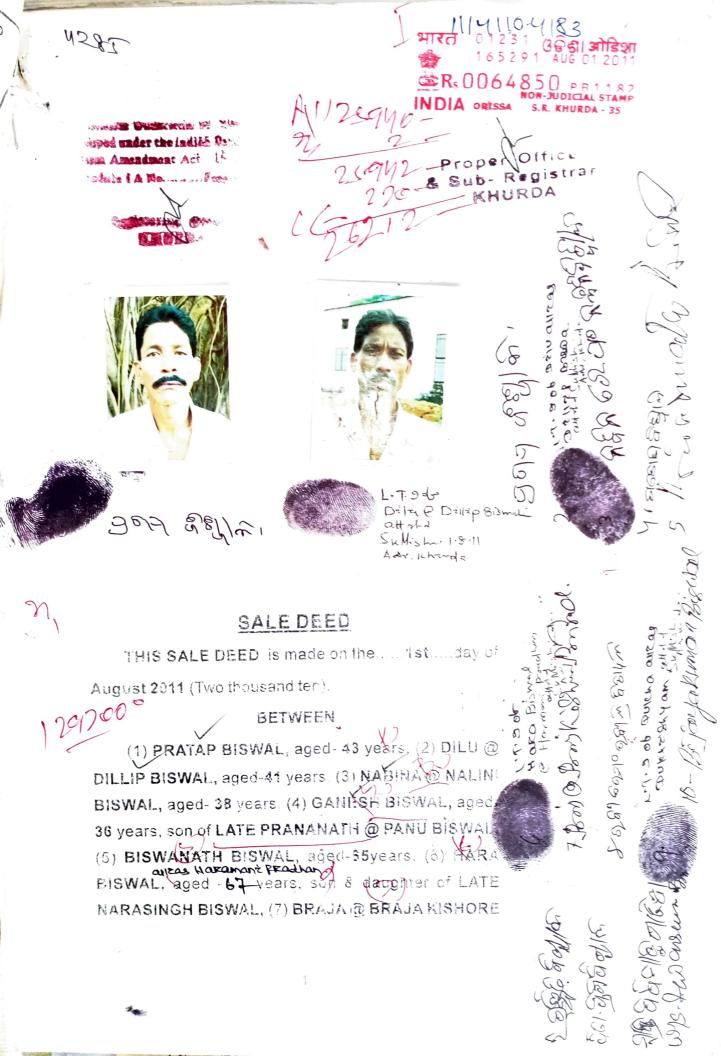
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor M/s. Gupta Power Infrastructure Ltd.

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.



Franking No. 164

Franking No. 16529/ Date of 8/1/

Franking No. 16529/ Date of 8/1/

Franking No. 16529/ Date of 8/1/

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प्रहाडा इंडील

BISWAL, aged -64 years, (8) RABI @ RABINDRA
BISWAL, aged-45years, (9) DUKHA @ DUKHISHYAM
BISWAL, aged-34years, son of LATE SURATH BISWAL,
(10) BIJAY KUMAR BISWAL, aged -50 years, son of
LATE BHRAMAR BISWAL, 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.-896, 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 Amount: Rs. 12,97,000 /- (Rupees

twelve lakh ninenty seven thousands)only as per the present market rate mutually agreed.

WHEREAS, the VENDOR do hereby declare that he/ 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 Surath Biswal & Bhramar Biswal. After the death of said Surath Biswal, the Vendor No. 8,9 are being the son & legal heir; after the death of said Bhramar Biswal, the Vendor No. 10 being the son and legal heir; In this regard the present vendors are the absolute owner of the scheduled property in peaceful possession over the said property without any 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.

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AND WHEREAS, the said area is not yielding much 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. 1.297 dec. fully as described in the aforesaid schedule for a total consideration of Rs. 12,97,000 /- (Rupees twelve lakh ninenty seven thousands) only as per

AND WHEREAS, the Vendee named above is willing to purchase the said property for the aforesaid consideration and both the parties have agreed to transaction as per the terms and conditions hereunder.

NOW THEREFORE, THIS INDENTURE WITNESSES:

THAT, in pursuance to the aforesaid agreement and payment of the consideration amount of Rs. 12,97,000 /- (Rupees twelve lakh ninenty seven 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

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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, executors, administrators, 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

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

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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

State of Orissa, Khewata No. - 1, Thana No. - 136, 1. Thana, Tahasil, S.R.O. & Dist.-Khordha, Mouza-Kaipadar, 🔊 Khata No.- 486 (Four hundred and eighty six), Stitiban, Chaka No.-992 (Full Chaka), Sunapota, Plot No.-3720 (Thirty seven hundred and twenty), Sold Area-Ac. 0.130 dec. (One hundred thirty decimals).

Plot No.- 3721 (Thirty seven hundred twenty one), Kisam-Patita, Sold Area-Ac.0.140dec. (One hundred forty decimals).

Plot No.- 3722 (Thirty seven hundred twenty two), Kisam-Patita, Sold Area-Ac.0.410dec. (Four hundred ten decimals).

Total 3 Plot, 1 bounded area-

BOUNDARY:

North- Govt.

South-Plot No. 3710, 3725

East-Plot No.3723, 3724 West Plot No. 3719

Plot No.- 3757 (Thirty seven hundred fifty seven), Kisam-Patita, Sold Area- Ac. 0.107 dec. (One hundred seven decimals).

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Plot No.- 3758 (Thirty seven hundred fifty eight),
Kisam-Patita, Sold Area- Ac.0.045dec. (forty five decimals).

Plot No.- 3759 (Thirty seven hundred fifty nine),
Kisam-Patita, Sold Area- A.c. 0.465 dec. (four hundred sixty five decimals).

Total 3 Plot, 1 bounded area-

BOUNDARY:

North-Plot No. 3809, 3804, 3808,. South-Govt.

East-Plot No.3756,3810,

West- Plot No. 3760

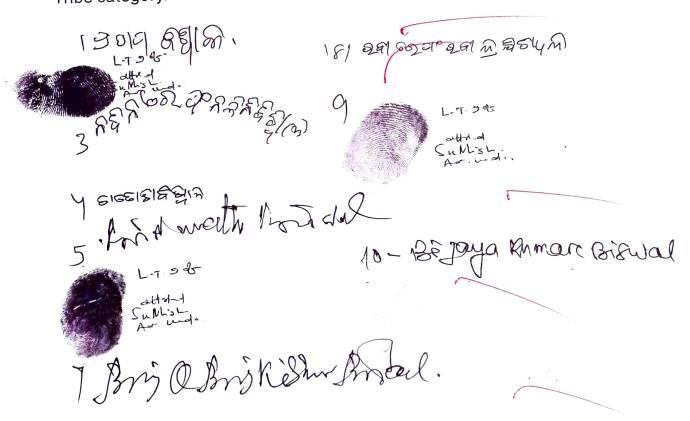
All total 1 Mouza, 1 Khata, 6 Plots, Total sold Area
Ac. 1.297dec. Annually Rent Rs. 7 /- (One acre two hundred ninenty seven decimals at a rent of rupees seven only, annually) as per the sketch map attached herewith the schedule of property is shown in red colour.

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

Any a Breings und Ind Order of the Contraction of t

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

that we do not belong to Scheduled Caste or Scheduled Tribe category.



In Presence of

The Witnesses.

Sign. of the Vendor

& Descentim



For GUPTA POWER INFRASTRUCTURE LIMITED

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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L-T9 of Dillip Brawel
Dillip Brawel

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Ji-kndra Mohom Guph

Sign. of the Executants

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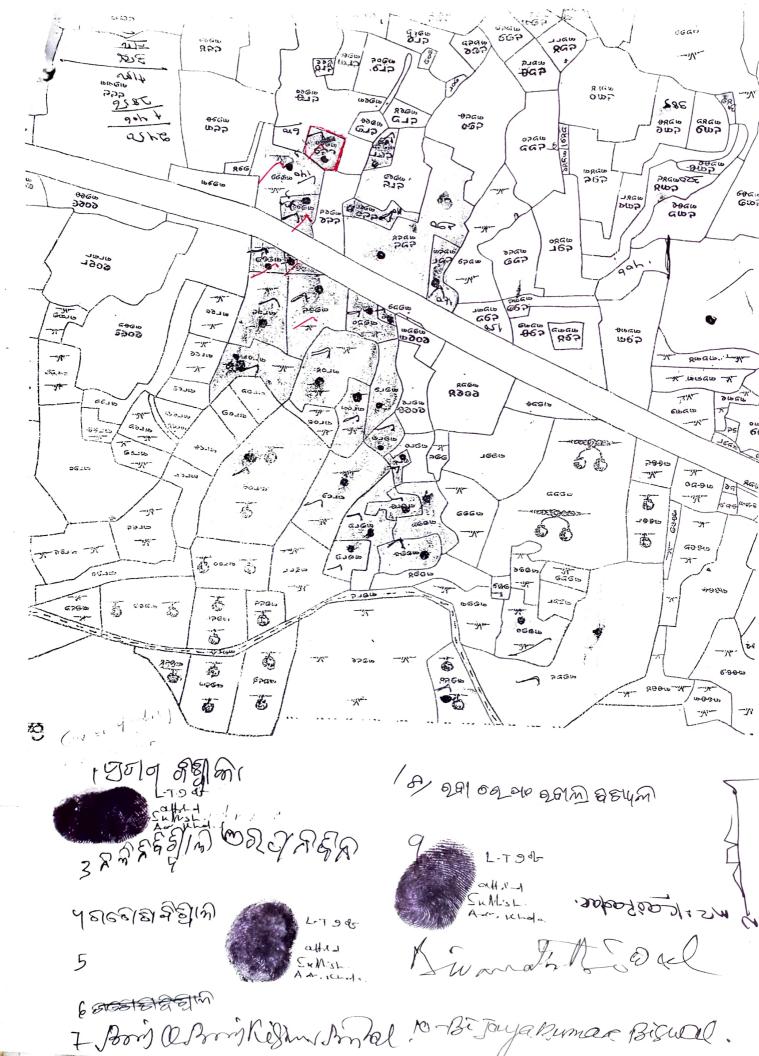
Bug Dongweyer Son (2)
Prepared by:

Skillishre 1.8.11 Advocade, Kharda (As prethe instructs as the Executio) Sign. Of the Claimant

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BiJaya Ruman Biswal





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)-25940 ,I-3-2, User Charges-270 ,Total 26212

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 PRATAP BISWAL, son/wife of LATE PRANANATH ALIAS PANU BISWAL, of DADHIMACHHAGADIA, SADARTHANA, KHURDA, by caste General, profession Cultivation and finger prints affixed

0 0/0/ 9/ Mm

Signature of Presenter / Date: 01/08/2011

Signature of the distering officer

Endorsement under section 58

Execution is admitted by:

Name	Photo	Thumb Impression	A Signature
PRATAP BISWAL		1194278	D 81 01 618/11
DILU ALIAS DILLIP BISWAL		1194858	TI of DILU ALIAS DILLIP BISWAL is attested Signature of the Registering officer
NABINA ALIAS NALINI BISWAL	8.	1194859	4 2 1 1m 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
GANESH BISWAL		1194860	8 888 38 3

JARA BISWAL ALIAS JARAMANI PRADHAN		1194861	TI of HARA BISWAL ALIAS HARAMANI PRADHAN is atteste Signature of the Registering officer
BRAJA ALIAS BRAJA KISHORE BISWAL		1194862	Ang a Anj Nishm An Dag
RABI ALIAS RABINDRA BISWAL		1194863	Latable of the self w
DUKHA ALIAS DUKHISHYAM BISWAL		1194864	TI of DUKHA ALIAS DUKHISHYAM BISWAL is attested Signature of the Registering officer
BIJAY KUMAR BISWAL		1194865	Aijayl Amar Bimal
BISWANATH BISWAL		1194866	himmely had
MS GUPTA POWER INFRASTRUCTURE LTD REPRESENTED THROUGH JITENDRA MOHAN GUPTA	X	× 0	X
Identified by SUMANTA KUI KHURDA by profession Ot		DAYANIDHI MISHRA of AD	DVOCATE,KHURDA
Name	Photo	Thumb Impression	Signature
SUMANTA KUMAR MISHRA		706275	James Kumer Mille.

Date: 01/08/2011

Endorsement of certificate of registration under section of

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

Document Number : 11141104183

For the year : 2011

Seal :

Date: 03/08/2011

Signature of Registering officer

Signature of Registering officer

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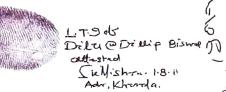
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INDIA ORISSA

R. 0040500 PB1182







SALE DEED

90°C THIS SALE DEED is made on the.....1st....day of August 2011 (Two thousand ten).

BETWEEN

(1) PRATAP BISWAL, aged- 43 years (2) DILU DILLIP BISWAL, aged-41 years, (3) NABINA @ NALL BISWAL, aged- 38 years, (4) GANESH BISWAL, aged 36 years, son of LATE PRANANATH @ PANU BISWAL (5) BISWANATH BISWAL, aged-55years, (6) HARA BISWAL, aged - 67 years, son 8. daughter of LATE Nature of Document Scale Notes (18.1)

Sub-Report Office Khurde

Date + 8 11

Franking No. 16 295

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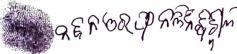
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RECISTERING OFFICER KHOROHA









NARASINGH BISWAL, (7) BRAJA @ BRAJA KISHORE

STO LOVE VARY BRAJA (SHORE

BISWAL, aged -64 years, (9) BIJAY KUMAR BISWAL,

NOWE OF BOTH A BESWAL, aged 52 years, son of LATE BHEAMAR BISWAL, 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.



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.

19 Kimar Birda



CONSIDERATION



Consideration Amount: Rs. 8,10,000 /- (Rupees eight // lakh ten thousands) only as per the present market rate mutually agreed.

WHEREAS, the VENDOR do hereby declare that he/ o 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 Kanchan Biswal & Bhramar Biswal. After the death of said Kanchan Biswal, the Vendor No. 1,2,3,4 are being the son & legal heir; after the death of said Bhramar Biswal, the Vendor No. 9 being the son' and legal heir; In this regard the present vendors are the absolute owner of the scheduled property in peaceful possession over the said property without any 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.

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Bigua Kumar Biswal

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. 0.810 dec. fully as described in the aforesaid schedule for a total consideration of Rs. 8,10,000 /- (Rupees eight lakh ten 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:

payment of the consideration amount of Rs. 8,10,000 *l*-(Rupees eight lakh ten 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 sour d mind both hereby

DUYG RAMORING SAGAR

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, executors, administrators, 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

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

Wy Jessem Sa

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 t me 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. - 487 (Four hundred eighty seven), Stitiban, Plot No. - 3808 (Thirty eight hundred & eight), Kisam-Patita Sold Area- Ac. 0.385 dec. (Three hundred eighty five decimals).

Plot No.- 3809 (Thirty eight hundred and nine), (5). Kisam-Patita Sold Area- Ac.0.425dec. (Four hundred twenty five decimals).

All total 1 Mouza, 1 Khata, 2 Plots, 1 bounded area, Total sold Area-Ac. 0.810dec. Annually Rent Rs. 4 /- (Eight hundred and ten decimals at a rent of rupees four only, annually) as per the sketch map attached herewith the schedule of property is shown in red colour.

BOUNDARY:

North- Plot No. 3806

South-Plot No. 3757

East - Plot No. 3811, 3810

West- Plot No. 3759, 3804

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.

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

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FOR GUPTA POWER INFRASTRUCTURE LIMITED x Jiterara Moham Gupus

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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For GUPTA POWER INFRASTRUCTURE LIMITED

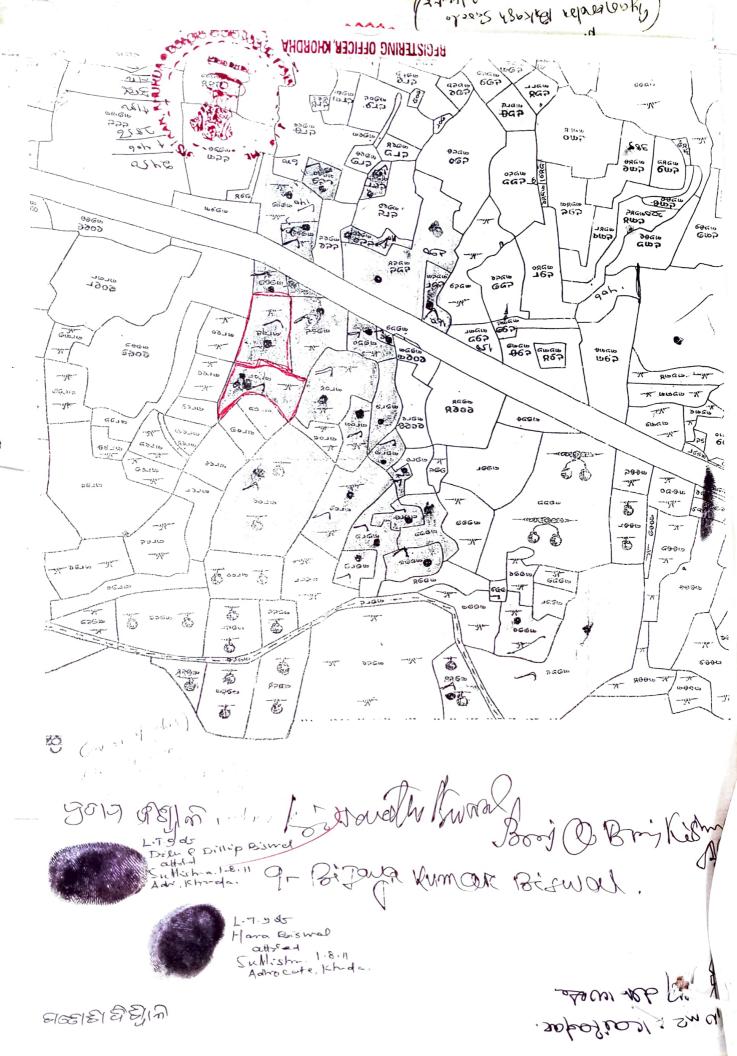
Sign. of the Executants Sign. Of the Claimant

L. 7.9 ds Bismel

Brown Kuman Poiswal.

Prepared by:

gt 1/20 SOI





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)-16200 ,I-3-2, User Charges-260 ,Total 16462

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 PRATAP BISWAL, son/wife of LATE PRANANATH ALIAS PANU BISWAL, of DADHIMACHHAGADIA, SADAR THANA, KHORDHA, KHORDHA, by caste General, profession Cultivation and finger prints affixed.

Endorsement under section 58

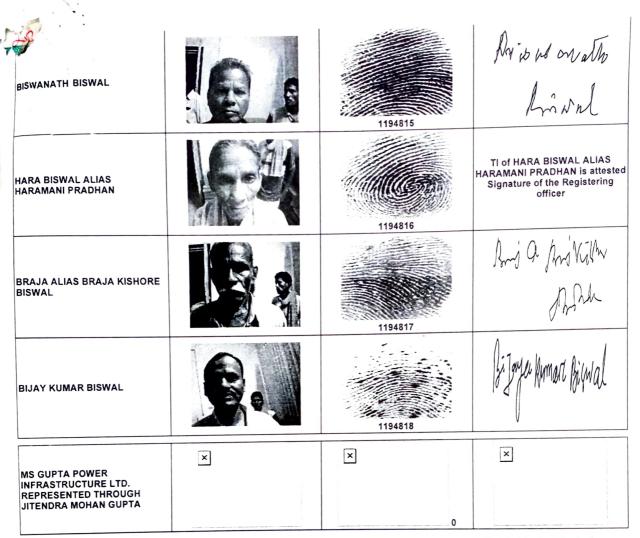
D 8/0/ 1/3/19/1

Signature of Presenter / Date: 01/08/2011

Signature of Registering officer

Execution is admitted by :

execution is admitted by :		Thumb Impression Signature		
Name	Photo	Thumb Impression	OS CIGITATURE	
PRATAP BISWAL		1194257	J 5/ 0/ 4/8/m	
DILU ALIAS DILLIP BISWAL	To the second second	1194808	TI of DILU ALIAS DILLIP BISWAL is attested Signature of the Registering officer	
NABINA ALIAS NALINI BISWAL		1194809	£ 2 1 B	
GANESH BISWAL		1194810	818888	



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

Name	Photo	Thumb Impression	Signature
SUMANTA KUMAR MISHRA		706241	Janus (um, Mil,

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 : 11141104181

For the year : 2011

Seal :

Date: 03/08/2011

Signature of Registering officer