

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

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

ANNEXURE – II

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

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

27.05.2016

14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not Applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt. /Local authorities, etc. if any.	Affidavit is to be 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.-3716, area A0.A0.100 dec. and Plot No.-3718 area A0.110 dec, Kisam:- Homestead, Total area **A0.210 dec.** which corresponds to Hal Khata No.-334, Plot No.- 3716, area A0.A0.100 dec. and Plot No.-3718 area A0.110 dec. which is bounded as follows:-

Boundary of Plot No.-3716.

North:- Plot No.-3717, **South:-** Plot No.- 3714,
East :- Plot No.-3710, **West :-** Plot No.- 3717. //

Boundary of Plot No.-3718.

North:- Plot No.-3694, **South:-** Plot No.- 3717,
East :- Plot No.-3719, **West :-** Plot No.- 3694.

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 **A0.210 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.

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27-05-2016
Signature of the Advocate.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	31.03.2001.	Hal R-O-R bearing Khata No.-334 recorded in the name of Sri Dinabandhu Parida.	Net copy.
2.	01.08.2011.	Registered sale deed bearing Document No.- 11141104202 executed by Sri Dinabandhu Parida in favour of M/s. Gupta Power Infrastructure Ltd.	Original & certified copy.
3.	03.06.2015.	Rent receipt bearing No.-AAJ 4903411.	Original.
4.	24.03.2012.	Conversion Premium Paid receipt bearing No.- AAD 3803605.	Original.
5.	12.11.2015.	Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.	Original.
6.	27.01.2012.	E.C. bearing No.-296/2012.	Original.
7.	22.12.2011.	E.C. bearing No.-1142112110016/2011.	Original.
8.	27.06.2015.	E.C. bearing No.-1142015001400/2015.	Original.

B. 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.3716 and 3718.	A0.210 dec.	Mouza:- Kaipadara, P.S:- Khurda, District:- Khurda.	As mentioned in Annexure-III

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.-334 recorded in the name of Sri Dinabandhu Parida.

Originally Hal Khata No.-334 was recorded exclusively in the name of Sri Dinabandhu Parida finally published on 31.03.2001. As the consolidation authority has the power to decide the title of the persons, hence Sri Dinabandhu Parida had acquired valid right, title, interest and possession over the land bearing Khata No.-334.

27.05.2016

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Registered sale deed bearing Document No.-11141104202 dated 01.08.2011.

While the position is stood thus in order to meet his legal necessity, Sri Dinabandu Parida has sold the land measuring an area A0.100 dec. from Plot No.-3716 and measuring an area A0.110 dec. from Plot No.-3718 of Khata No.-334 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing Document No.- 11141104202 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 A0.210 dec. of the afore said two original plots.

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.-3716 measuring an area A0.100 dec. and Plot No.-3183 measuring an area A0.110 dec.

I want to clarify that the party has taken step to convert the agricultural land into homestead land. Accordingly the party has deposited the premium fees for conversion. Therefore in my considered opinion once the government has received the conversion fee means, the government is bound to convert the agricultural land into homestead land. But it will take some time to issue fresh R-O-R with kisam of the land homestead.

22.05.2016

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 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.- 11141104202 dated 01.08.2011 executed by Sri Dinabandhu Parida 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.- 11141104202 dated 01.08.2011 executed by Sri Dinabandhu Parida 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.

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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.
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.

27.05.2016

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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 /acquisition is in accordance with the provisions of the Land Reforms Act.

Lat
27.05.2016

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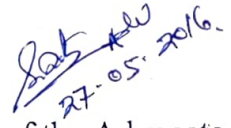
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9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **M/s. Gupta Power Infrastructure Ltd.**

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.

1

Serial No.. 161
 Franking No. 16/295 Date.. 1-8-11
 Rs. 10500.00 Rupees.. Ten.. 11000 words per
 120000 only
 Name ~~Binay~~ Binay Parida
 Address.. At/10 Kani Parida P.S./Dist.
 Nature of Document Sale
 PA 1-8-11
 Stamp Franking Clerk TC
 Sub-Registrar Office Khordha

ନିମ୍ନଲିଖିତ



~~Signature of Binay Parida~~
Binay Parida

~~Signature of Sumanta Kumar Mishra~~
Sumanta Kumar Mishra
~~Signature of Binay Parida~~
Binay Parida

[Signature]
 REGISTERING OFFICER, KHORDHA

CONSIDERATION

Consideration Amount : **Rs. 2,10,000** /- (Rupees two lakh ten 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 the Present Vendors and he is 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.

AND WHEREAS, the said area is not yielding much and the Vendors being in urgent need of money to meet

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Hastaya
Daiyog Singh

out the public loan and urgent necessity of their family expenses had intended to sell the said property having an Area - Ac. **0.210** dec. fully as described in the aforesaid schedule for a total consideration of **Rs. 2,10,000** /- (Rupees two lakh ten thousands) only as per the present market rate mutually agreed.

AND WHEREAS, the **Vendee** named above is willing 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 payment of the consideration amount of **Rs. 2,10,000** /- (Rupees two 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 sound mind both hereby convey, transfer & assigns unto and to the use of the

9/11/2016

ATTESTED
ANAND SINGH

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 unto 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

16/05/2018

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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 any hindrance, interruption, claim or demand by or from the Vendor, his heirs, executors, administrators,

15/05/2021
G. S. Singh

15/05/2021
Anshu Singh

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.

1/10/2021
12/10/2021
13/10/2021

AKSHAY BULIY SINGH

SCHEDULE PROPERTY

1. State of Orissa, Khewata No. - 1, Thana No. - 136,
Thana, Tahasil, S.R.O. & Dist.-Khordha, Mouza-Kaipadar,
Khata No.- 334 (Three hundred and thirty four), Stitiban,
Chaka No.-988 (Full Chaka), Sunapota, Plot No.- 3716
(Thirty seven hundred & sixteen), Sold Area- Ac.0.100dec.
(One hundred decimals).

BOUNDARY :

North-Plot No. 3717

South-Plot No. 3714

East - Plot No. 3710,

West-Plot No. 3717

Chaka No.-990 (Full Chaka), Sunapota, Plot No.- 3718
(Thirty seven hundred eighteen), Sold Area- Ac.0.110dec.
(One hundred and ten decimals).

BOUNDARY :

North-Plot No. 3694

South-Plot No. 3717

East - Plot No. 3719,

West- Plot No. 3694

All total 1 Mouza, 1 Khata, 2 Plots, total sold Area-
Ac.0.210dec. Annually Rent Rs. 3 /- (Two hundred and
ten 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.

Handwritten signature: *Shri. B. B. Singh*

Handwritten signature: *Shri. B. B. Singh*

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.

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

एकशयनसिंह

एकशयनसिंह
Akshayan alias Singh

In Presence of
The Witnesses.

Sign. of the Vendor



For GUPTA POWER INFRASTRUCTURE LIMITED
x Jitendra Mohan 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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Sign. of the Executants

For GUPTA POWER INFRASTRUCTURE LIMITED

x Jitendra Mohan Gupta
Director

Sign. Of the Claimant

Prepared by :

Rajan Kumar Gajendra

10047/08

Certified that the executants viz. claimants, this document is prepared by my client to my dictation as per the instructions of the executants.
S. Mishra, Advocate, Khurda.



REGISTERING OFFICER, KHORDHA

Registration I.D.No. 1141104304
e-Registration Document No. 1141104202
Book No. 1
Date 2-8-2011
Year 2011

Registering Officer
Khordha

2-8-2011



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)-4200 ,I-3-2, User Charges-250 ,Total 4452

Date: 02/08/2011

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 **02/08/2011** by **DINABANDHU PARIDA**, son/wife of **LATE RAGHAB PARIDA**, of **KAIPADAR,SADARTHANA,KHURDA**, by caste **General**, profession **Cultivation** and finger prints affixed.

ଦିନାବନ୍ଧୁ ପରିଡ଼ା

Signature of Presenter / Date: 02/08/2011

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature
DINABANDHU PARIDA		 1196666	ଦିନାବନ୍ଧୁ ପରିଡ଼ା
MS GUPTA POWER INFRASTRUCTURE LTD REPRESENTED THROUGH JITENDRA MOHAN GUPTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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		 707320	

Date: 02/08/2011

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 : 11141104202

For the year : 2011

Seal :

Date: 04/08/2011

Signature of Registering officer

This is a Computer Generated Certificate