Sri Santosh Kumar Mohanty

Advocate, M.A, LL.B ODISHA HIGH COURT, CUTTACK

Tel.Ph. 0671-2527516 Mob. 9853406680 E-mail.:santosh adv.ohc@Yahoo

Date: 27.05.2016.

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To,
The Chief Manager, Canara Bank,

Buxi Bazar Branch, Cuttack.

Dear Sir,

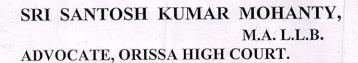
As per your instruction I am submitting here with the Legal Scrutiny Report in respect of the property belonging to M/s. Gupta Power Infrastructure Ltd. at Kaipadar, Khurda which is intended to be mortgaged for availing a loan.

Cuttack

Date:-27.05.2016.

(Sri Santosh Kumar Mohanty)

Advocate.





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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	
	 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 fvour of lessee as to whether lease deed permits sub-leasing 	Not Applicable.
	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 transferableb) 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 Tax Act is required / obtained.	Applicable.
	c) Whether records with the Registrar of Assurances verified (if 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 geniuses 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.

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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 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.
1)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	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 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.-3960/4021, area A0.149 dec, Plot No.-3761/4022, area A0.024 dec., Plot No.-3769/4023, area A1.484 dec., Plot No.-3775/4024, area A0.181 dec., Plot No.-3776/4025, area A0.229 dec., Plot No.-3784/4026, area A0.048, Plot No.-3785/4027, area A0.095 dec., Plot No.-3786/4028, area A0.268 dec., Plot No.-3787/4029, area A0.134 dec., Plot No.-3790/4030, area A0.261 dec., Plot No.-3801/4031, area A1.065 dec., Plot No.- 3803/4032, area A0.198 dec., Plot No.-3804/4033, area A0.447 dec. Kisam:- Homestead. The total area is A4.583 dec. which corresponds to Hal Khata No.-335, Plot No.- 3760, area A0.A0.160 dec., Plot No.-3761, area A0.030 dec., Plot No.-3969 area A1.875 dec., Plot No.-3775, area A0.230 dec., Plot No.-3776, area A0.290 dec., Plot No.-3784, area A0.060 dec. and Plot No.-3785 area A0.120 dec., Plot No.-3786 area A0.340 dec., Plot No.-3787 area A0.170 dec., Plot No.-3790 area A0.330 dec. Plot No.-3801, area A1.345 dec., Plot No.-3803, area A0.250

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

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ADVOCATE, ORISSA HIGH COURT.

dec. Plot No.-3804, area A0.565 dec. respectively and is bounded as follows:-

Boundary of Plot No.- 3960/4021.

North:- Plot No.-3762, 3804, East :-Plot No.-3759, South:- Govt. Land, West:- Plot No.-3763.

Boundary of Plot No.- 3761/4021.

North:- Plot No.-3760, East :- Plot No.-3760,

South:- Govt. Land, West:- Plot No.-3763.

Boundary of Plot No.- 3769/4023.

North:- Govt. land,

South:- Road,

East :- Plot No.-3766 & 3758,

West:-Plot No.-3554.

Boundary of Plot No.- 3775/4024.

North:- Plot No.-3774, East :- Plot No.-3786,

South:- Plot No.-3776 & 3786, West:- Plot No.-3774 & 3776.

Boundary of Plot No.- 3776/4025.

North:- Plot No.-3775, East :- Plot No.-3785,

South:- Plot No.-3780, **West**:- Plot No.-3777.

Boundary of Plot No.- 3784/4026.

North:- Plot No.-3785, East:- Plot No.-3802, South:- Plot No.-3780, West:- Plot No.-3780.

Boundary of Plot No.- 3785/4027.

North:- Plot No.-3786, East:- Plot No.-3786,

South:- Plot No.-3784, **West** :- Plot No.-3776.

Boundary of Plot No.- 3786/4028.

North:- Road,

South:- Plot No.-3784,

East :- Plot No.-3802,

West :- Plot No.-3726.

Boundary of Plot No.- 3787/4029.

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North:- Plot No.-3788, East: Plot No.-3788, **South:**- Plot No.-3786, **West**:- Plot No.-3786.

Boundary of Plot No.- 3790/4030.

North:- Govt. Land, East :- Plot No.-3791, South:- Plot No.-3791,

West :- Road.

Boundary of Plot No.- 3801/4031.

North:- Plot No.-3800, East :- Plot No.- 3818, South:- Plot No.-3805, West:- Plot No.-3802.

Boundary of Plot No.- 3803/4032.

North:- Plot No.-3802, East :- Plot No.-3805,

South:- Plot No.-3804, West:-Plot No.-3782.

Boundary of Plot No.- 3804/4033.

North:- Plot No.-3805, East :- Plot No.-3808, South:- Plot No.-3760, West:- Plot No.-3803.

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 A4.583 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		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.

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 No335 recorded in the names of Sri Dinabandhu Parida and others.	Net copy.
2.	01.08.2011.	Registered sale deed bearing Document No 11141104204 executed by Sri Dinabandhu Parida and others in favour of M/s. Gupta Power Infrastructure Ltd.	Original & certified copy.
3.	14.11.2011.	Rent receipt bearing NoAY 2416467.	Original.
4.	28.03.2012.	Conversion Premium Paid receipt bearing NoAAD 3803906.	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.	27.07.2011.	E.C. bearing No1837/2011.	Original.
7.	21.07.2011.	E.C. bearing No1142107110008 of 2011.	Original.
8.	11.01.2012.	E.C. bearing No1142112110029 of 2011.	Original.
9.	27.06.2015.	E.C. bearing No1142015001400/2015.	Original.
10.	30.07.2012.	Registered sale deed bearing Document No11081218581 executed by Shankar Parida and another in favour of M/s. Gupta Power Infrastructure Ltd.	Xerox copy.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundari es.
01.	R-O-R bearing Khata No.:- 1247/69, Plot No3760/4021,3761/4022, 3769/4023, 3775/4024, 3776/4025, 3784/4026, 3785/4027, 3786/4028, 3787/4029, 3790/4030, 3801/4031, 3803/4032, 3804/4033.	A4.583 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.-335 recorded in the names of Sri Dinabandhu Parida and others.

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Originally Hal Khata No.-335 was recorded jointly in the names of Sri Dinabandu Parida son of Raghaba Parida, Kuntala Parida wife of Raghaba Parida, Subala Parida, Jugala Parida, Udyanath Parida sons of Natabara Parida, Shankar Parida, Anatha Parida and Lokanath Parida, Makara Parida and Rasabati Parida who are sons and daughter of Rajan alias Ranjan Parida, Rabi Parida, Bhaskar Parida, Dibakar Parida sons of Dhani Parida and Sisula Parida wife of Dhani Parida finally published on 31.03.2001. As the consolidation authority has the power to decide the title of the persons, hence Sri Dinabandu Parida son of Raghaba Parida, Kuntala Parida wife of Raghaba Parida, Subala Parida, Jugala Parida, Udyanath Parida sons of Natabara Parida, Shankar Parida, Anatha Parida and Lokanath Parida, Makara Parida and Rasabati Parida who are sons and daughter of Rajan alias Ranjan Parida, Rabi Parida, Bhaskar Parida, Dibakar Parida sons of Dhani Parida and Sisula Parida wife of Dhani Parida had jointly acquired valid right, title, interest and possession over the land bearing Khata No.-335.

As per the information given by the party, in the mean time one of the recorded owners Rasabati Parida died unmarried. The party has not supplied the death certificate and legal heir certificate of the deceased Rasabati Parida. As per the information given by the party as there was no bank account, hence the other legal heirs could not obtain any legal heir certificate. The mutation R-O-R has already been published in the name of the present intending borrower/ mortgagor. At the time of mutation proceeding the enquiry has been made by the Amin and notice to all the recorded owners and calling for objection from the general public, the mutation R-O-R has been published. Therefore, in my considered opinion as no objection has been received from any quarter, therefore it is presumed that Rasabati died unmarried. So after the death of Rasabati Parida, her share has been devolved upon equally over the other recorded owners namely Shankar Parida, Anatha Parida, Lokanath Parida and Makara Parida and they had acquired valid right, title, interest and possession over the land under Khata No.-335 along with other co-sharers.

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Proof of Mutual Partition.

As per the registered sale deed bearing Document No.-11141104204 dated 01.08.2011, the land under Khata No.-335 has been mutually partitioned among the co-sharers. The mutual partition is also acceptable under law. In order to substantiate the said facts, another sale deed bearing Document No.-11081218581 dated 30.07.2012 has been executed two of the co-sharers namely Shankar Parida alias Sundara and Anatha Parida alias Sundara to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd wherein it has been mentioned regarding mutual partition. Therefore all the co-sharers have accepted the facts of mutual partition. So in my considered opinion the mutual partition has been proved.

Registered sale deed bearing Document No.-11141104204 dated 01.08.2011.

While the position is stood thus in order to meet their legal necessity, Sri Dinabandhu Parida, Subala Parida, Juagal Parida, Bhanumati Parida, Miti Dei, Satya Patra, Santoshini Swain, Lokanath Parida alias Sundara and Makara Parida alias Sundara, Rabi alias Rabindra Parida, Dibakar Parida, Sisula Parida have jointly sold their share measuring an area A0.149 dec. out of A0.190 dec. from Plot No.-3760, an area A0.024 dec. out of A0.030 dec. from Plot No.-3761, an area A1.484 dec. out of A1.875 dec. from Plot No.-3769, an area A0.181 dec. out of A0.230 dec. from Plot No.-3775, an area A0.229 dec. out of A0.290 dec, from Plot No.-3776, an area A0.048 dec. out of A0.060 dec. from Plot No.-3784, an area A0.095 dec. out of A0.120 dec. from Plot No.-3785, an area A0.268 dec. out of A0.340 dec. from Plot No.-3786, an area A0.134 dec. out of A0.170 dec. from Plot No.-3787, an area A0.261 dec. out of A0.330 dec. from Plot No.-3790, an area A1.065 dec. out of A1.345 dec. from Plot No.-3801, an area A0.198 dec. out of A0.250 dec. from Plot No.-3803, an area A0.447 dec. out of A0.565 dec. from Plot No.-3804 of Khata No.-335 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing Document No.- 11141104204 dated 01.08.2011 and delivered the

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homestead land.

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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 A4.583 dec. Though the company has purchased measuring an area A0.728 dec. out of A0.920 dec. in the aforesaid sale deed, but the same has not been taken into consideration as the land has not mutated in the name of company and converted into

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.-3760/4021, 3761/4022, 3769/4023, 3775/4024, 3776/4025, 3784/4026, 3785/4027, 3786/4028, 3787/4029, 3790/4030, 3801/4031, 3803/4032, 3804/4033 total measuring an area A4.583 dec. with kisam of land homestead.

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

from 01.01.1999 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.

D.

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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.-11141104204 dated 01.08.2011 executed by Sri Dinabandhu Parida 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.
- Original registered sale deed bearing Document No.- 11141104204 dated 01.08.2011 executed by Sri Dinabandu Parida 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.

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

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- 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.
- 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

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manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

- I have made a search in the land/ revenue records and do not find any 1. adverse features for creation of a valid mortgage.
- I have visited the Thasil and Registrar/ Sub-registrar's Office at 2. 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.
- That, I have perused the E.C. for a period of more than 18 years and 3. from the said E.C. it can be opined that there are no encumbrances of the subject property.
- That, there is no prior mortgage of the subject lands. 4.
- 5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
- There is no undivided share of the minor/s to any extent of land 6. 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 905 2016 original documents before the bank.

Place:- Cuttack.

Date: 27.05.2016.

Signature of the Ádvocate.

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24/12/2011



- କାଇପଦର୍ ମୌଜା

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ତହସିଲ ନମ୍ବର - 320

ପରିଚ୍ଛେଦ - 4	02		ଥାଓ	ନା ନମ୍ବର - 130	5	ଜିଲ୍ଲା - ଖୋର୍ଦ୍ଧା
1)ଖତିୟାନର କ୍ରମିକ ନମ୍ବର	2)ଜମିଦାରଙ୍କ	ନାମ ଓ ଖେବ	୩ଟ ବା ଖ	ତିୟାନର କୁମିକ	ନମ୍ବର	3)ପ୍ରକାର୍ ନାମ, ପିତାର୍ ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ
335		ଓଡିଶା ସର୍କ	ାର୍ ଖେକା।	ଟ ନମ୍ବର :- 1	0	ଦିନ୍ଦିକୁ ପରିଡା ପିରାସବ ପରିଡା କନ୍ତଳା ପରିଡା ତି . ସ୍ୱାରାସବ ପରିଡା ସୁବଳ ପରିଡା ଯୁଗଳ ପରିଡା ଭଦ୍ୟୁନାଥ ପରିଡା ପି:ନଟ୍ଦିର ପରିଡା ଶଙ୍କର ପରିଡା ଅନାଥ ପରିଡା ଲୋକନ୍ତିଥ ପରିଡା ମକ୍ର ପରିଡା ରସବତୀ ପରିଡା ପି:ରାଜନ ପରିଡା ରଚ୍ଚି ପରିଡା ଦ୍ର ସ୍କର ପରିଡା ଦିବାକର ପରିଡା ପି:ଧିନି ପରିଡା ଶିଶୁଳା ପରିଡା ସ୍ୱା:ଧନି ପରିଡା ବା:ନିଜଗାଁ ଜାତି ଖଣ୍ଡାଯ୍ତ
4)ସ୍ୱତ୍ୱ	5)ଦେଯ୍					6)କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖକଣାର୍ ବିବର୍ଣି
	ଜଳକର	ଖଜଣା	ସେସ୍	ନିସ୍ତାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ଯଦି କିନ୍ଥି ଥାଏ	ମୋଟ	1 sold ede (CLEIEI)
ସ୍ଥିତିବାନ		74.00	55.00		129.00	6) ga a a a a a a a a a a a a a a a a a a
7)ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଚ୍ଛି ଥାଏ	ନାମଜାରି ବେ	କସ ନଂ 1556	6/08 ନୁ ନୃ	ୁ ପୁଟନଂ 26	74 d 1.690	ଠି କୁ ଖା ଦା ଖା 1247/34 ତାରେ ।
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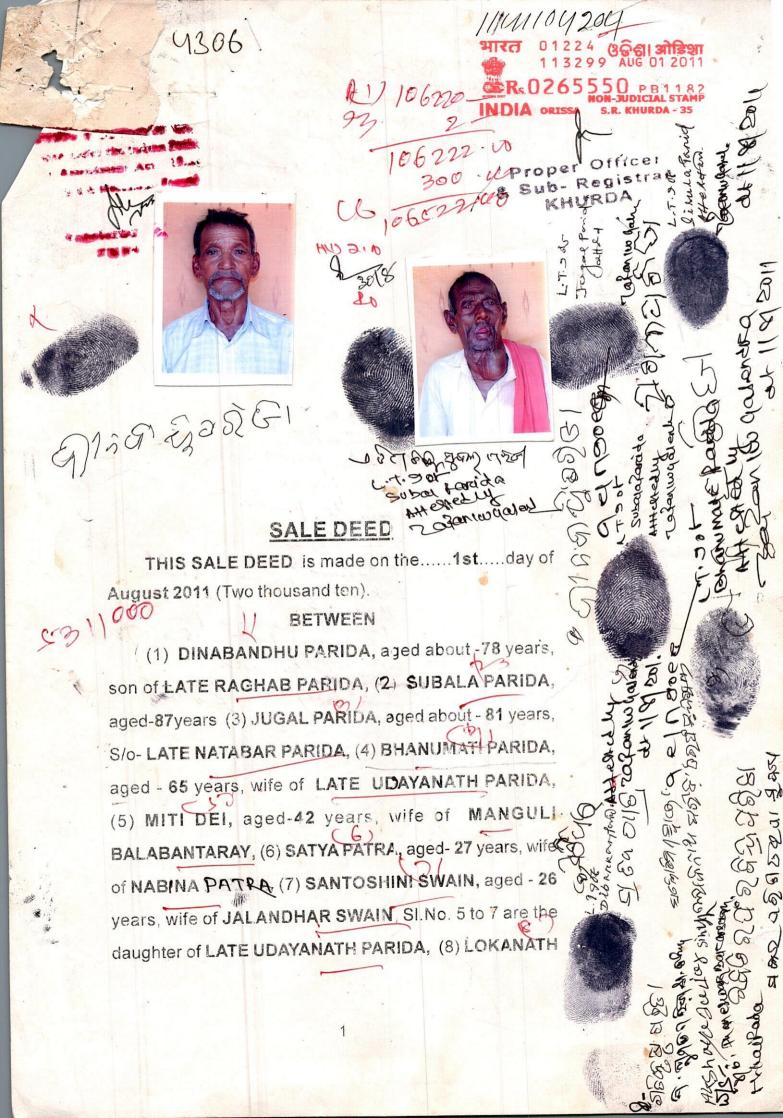
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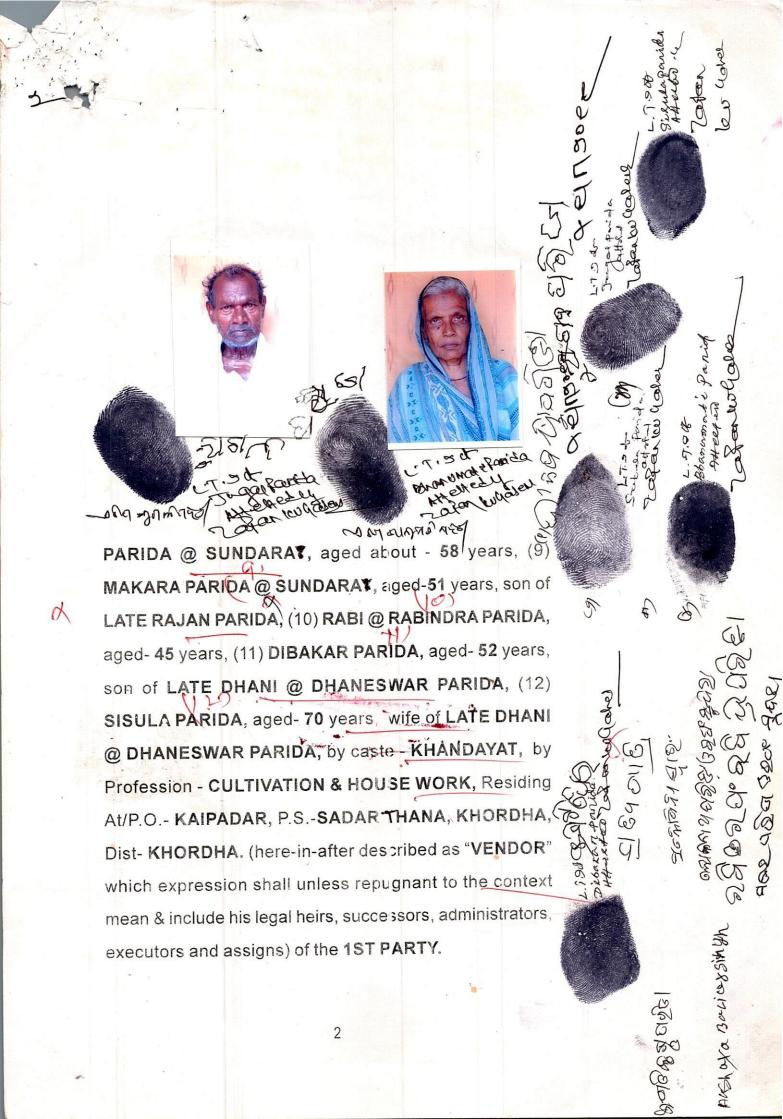
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0.268	3786) ଉ: ସର୍ବ ସାଧାର୍ଣା ଦ: ନିଜ	0	340	0.1376	ଶାର୍ଦ ଅଣଜଳସେଚିତ ତିନି	
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1.065/	3801	loging	1	345	0.5443	ବଗାୟ୍ତ ଦୁଇ (ଆମ୍ବ)	
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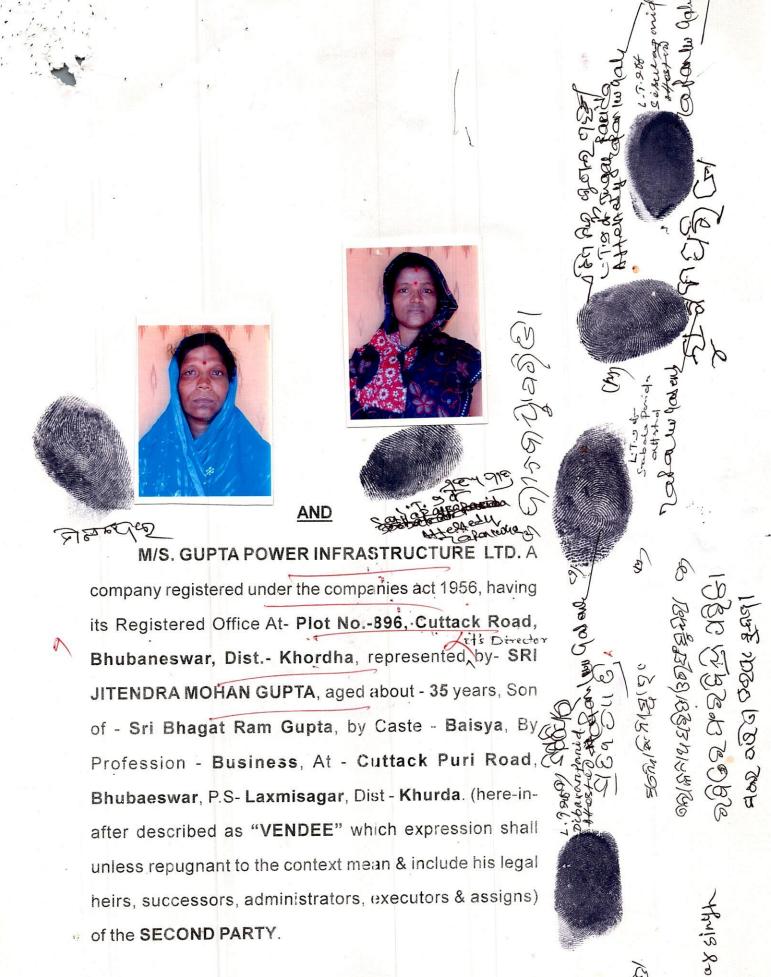
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७२।क्रिम बर्च ४७ ७२१ २०२ (५

Consideration Amount: Rs. 33, 1,000 /- (Rupees fifty three lakhs and eleven 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 Shankar Parida, Anath Parida, Bhaskar Parida with Vendor No. 1, 2, 3, 8, 9, 10, 11 & 12. and in the name of Kuntala Parida & Udayanath Parida, after the death of Kuntala Parida the Vendor No. 1 being the son and legal heir and after the death of said Udayanath Parida, the Vendor No. 4 being the wife & Vendor No. 5,6 & 7 being the daughter and legal heir. By arnicable partition the present vendors are having their own share are the absolute owner of the scheduled property in peaceful possession over the said property without any dispute

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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.

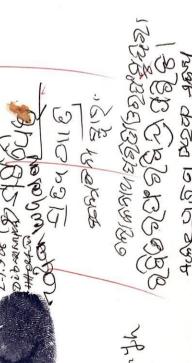
and the Vendors being in urgent need of money to meet out the public loan and urgent necessity of their family expenses had intended to sell the said property having an Area - Ac.5.311 dec. fully as described in the aforesaid schedule for a total consideration of Rs. 53,11,000 /- (Rupees fifty three lakhs and eleven 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. 53,11,000 /-







(Rupees fifty three lakhs and eleven 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 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 heirs, executors, administrators, representatives and 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.



personal attention

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 and 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 whatso-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

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প্রতি তাইবিধের।
the Vendor, his heirs, executors, administrators,
representatives & assigns or any other person whom-soever.

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 anterexecute 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.



SCHEDULE PROPERTY

1. State of Orissa, Khewata No. - 1, Thana No. - 136, Thana, Tahasil, S.R.O. & Dist.-Khordha, Mouza-Kaipadar, Khata No. - 335 (Three hundred thirty five) Status- Stitiban, Chaka No. - 969, Chaka Name-Sunapota, Plot No. - 3694 (Three thousand six hundred ninerity four), Sold Area - Ac. 0.728dec. out of Ac. 0.920dec. (Seven hundred twenty eight decimals).

BOUNDARY:

North-Govt.

South-Plot No. 3718 & Claimant

East - Plot No. 3719

West-Plot No. 3719

Plot No.- 3760 (Thirty seven hundred and sixty), Kisam-Patita, Sold Area-Ac 0.149de: out of Ac 0.190dec.

(One hundred forty nine decimals).

BOUNDARY:

North-Plot No. 3782, 3804, South-Govt.

East - Plot No. 3759

West-Plot No. 3763

Chaka Name- Sunapota, Plot No.- 3761 (Thirty seven hundred sixty one), Kisam-Sarad Ana Jala Sechita-III, Sold Area-Ac.0.024dec. out of Ac.0.030dec. (twenty four decimals).

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BOUNDARY:

North-Plot No. 3760

South-Govt.

East - Plot No. 3760

West-Plot No. 3763

Chaka Name- **Sunapota**, Plot No.- **3769** (Thirty seven hundred sixty nine), Kisam-**Sarad Ana Jala Sechita- II**, Sold Area-Ac.**1.484**dec. out of Ac.1.875dec. (One acre four hundred eighty four decimals).

BOUNDARY:

North-Govt.

South-Road

East - Plot No. 3766, 3758

West-Plot No. 3554

Chaka Name- Sunapota, Plot No.- 3775 (Thirty seven hundred seventy five), Kisam-Sarad Ara Jala Sechita-II, Sold Area-Ac. 0.181 dec. out of Ac. 0.230 dec. (One hundred eighty one decimals).

BOUNDARY:

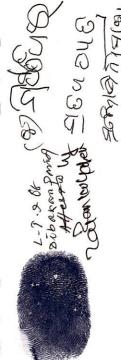
North-Plot No. 3774

South-Plot No.-3776, 3786

East - Plot No. 3786

West- Plot No. 3774, 3776

Chaka Name- Sunapota, Plot No.- 3776 (Thirty seven hundred seventy six), Kisam-Sarad Ana Jala Sechita-III, Sold Area-Ac.0.229dec. out of Ac.0.290dec. (Two hundred twenty nine decimals).



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BOUNDARY:

North-Plot No. 3775

South-Plot No. 3780

East - Plot No. 3785

West-Plot No. 3777

Chaka Name- Sunapota, Plot No.- 3784 (Thirty seven Lundred eighty four), Kisam-Sarad Ana Jala Sechita-III, Sold Area-Ac.0.048dec. out of Ac.0.060dec. (Forty eight decimals).

BOUNDARY:

North-Plot No. 3785

South-Plot No. 3780

East - Plot No. 3802

West-Plot No. 3780

Chaka Name- Sunapota, Plot No. 3785 (Thirty seven hundred eighty five), Kisam-Sarad Ana Jala Sechita-III, Sold Area-Ac. 0.095 dec. out of Ac 0.120dec. (Ninenty five decimals).

BOUNDARY:

North-Plot No. 3786

South-Plot No. 3784

East - Plot No. 3786

West-Plot No. 3776

Chaka Name- Sunapota, Plot No.- 3786 (Thirty seven hundred eighty six), Kisam- Sarad Ana Jala Sechita-III, Sold Area-Ac.0.268dec. out of Ac.0.340dec. (Two hundred sixty eight decimals).

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BOUNDARY:

North-Road

South-Plot No. 3784

East - Plot No. 3802

West-Plot No. 3726

Chaka Name- Sunapota, Plot No.- 3787 (Thirty seven hundred eighty seven), Kisam-Sarad Anajala Sechita-III, Sold Area-Ac. 0.134 dec. out of Ac.0.170dec. (One hundred thirty four decimals).

BOUNDARY:

North-Plot No. 3788

South-Plot No. 3786

East-Plot No. 3788

West-Plot No. 3786

Plot No.- 3790 (Three thousand seven hundred ninenty), Kisam - Bagayat-II, Sold Area-Ac.0.261dec. out of Ac.0.330dec. (Two hundred sixty one decimals).

BOUNDARY:

North-Govt.

South-Plot No. 3791

East - Plot No. 3791

West-Road

Plot No.- 3801 (Three thousand eight hundred one),

Kisam - Bagayat-II, Sold Area-Ac. 1.065 dec. out of

Ac.1.345dec. (One acre sixty five decimals).

BOUNDARY:

North-Plot No. 3800

South-Plot No. 3805

East - Plot No. 3818

West-Plot No. 3802

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Plot No.- 3803 (Three thousand eight hundred three), Kisam-Patita, Sold Area-Ac. 0.198 dec. out of Ac. 0.250 dec. (One hundred ninenty eight decimals).

BOUNDARY:

North-Plot No. 3802

South-Plot No. 3804

East - Plot No. 3805

West-Plot No. 3782

Plot No. - 3804 (Three thousand eight hundred four), Kisam-Patita, Sold Area-Ac. 0.447 dec. out of Ac. 0.565 dec. (Four hundred forty seven decimals).

BOUNDARY:

North-Plot No. 3805

South-Plot No. 3760

East - Plot No. 3808

West-Plot No. 3803

All total 1 Mouza, 1Khata, 14 Plots, total sold Area-Ac.5.311dec. Annually Rent Rs. 55 /- (Five acre three hundred eleven decimals at a rent of rupees fifty five only, annually) as per the sketch map attached herewith the schedule of property is shown in rec colour.

The land is not leasehold and it is not an endowment land. And the same is not obtained by virtue of "Bhudan". Plot No. 3694 is belongs to Chaka Land and adjoined to the Vendee.

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. 1 D G By and Son the Granw Galar Attental a com habel. Ashanamari gwo of Tafan whale.

यरी ४०वर मुक्ति छ-

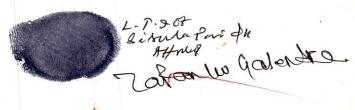
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82-01800 5000 51 9. 700 50 500 500 500 500 500 1241-Sto. Dhaneswan Bariarshy 810. Dhaneswan Bariarshy 84/11. Kaip and a: White 14 Sign. of the Vendor







X Ji fende Mohan Gupie

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. Singues SEX SINGUES & निमानिता यहिडि निमानिय किया। Atheredy Edwar w Galel. C. T. or an Sugar Rando wagalache
For GUPTA POWER INFRASTRUCTURE LIMITED Somiarialia, Jitendre Moham bupie 2164216 Director borumato facida Sign. Of the Claimant Sign. of the Executants Par wo galan

मकर यरि छा ठिर दा र्वाहरी

Debakar Ravido

Prepared by:

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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)-106220 ,I-3-2, User Charges-300 ,Total 106522

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 RÁGHAB PARIDA, of KAIPADAR, SADARTHANA, KHURDA, by caste General, profession Cultivation and finger prints affixed.

91 in a God El

Signature of Presenter / Date: 02/08/2011

Signature of Registering officer

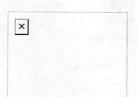
Endorsement under section 58

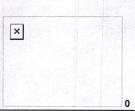
Execution is admitted by:

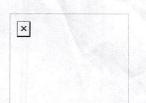
Name	Photo	Thumb Impression	Signature
DINABANDHU PARIDA		1196787	Signature.
SUBALA PARIDA		1197050	TI of SUBALA PARIDA is attested Signature of the Registering officer
JUGAL PARIDA		1197056	28 E
BHANUMATI PARIDA	The state of the s	1197063	

MITI DEI	1197071	218/64/2
SATYA PATRA	1197074	TIE 4 D11 D
SANTOSHINI SWAIN	1197077	Scr12. 417/10
LOKANATH PARIDA ALIAS SUNDARA	1197082	19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
MAKARA PARIDA ALIAS SUNDARA	1197085	pun un il le il fin
RABI ALIAS RABINDRA PARIDA	1197090	1809 480 1800 B
DIBAKAR PARIDA	1197094	TI of DIBAKAR PARIDA is attested Signature of the Registering officer
SISULA PARIDA	1197099	TI of SISULA PARIDA is attested Signature of the Registering officer

ASTRUCTURE LTD. ESENTED THROUGH JITENDRA MOHAN GUPTA







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

Name	Photo	Thumb Impression	Signature
SUMANTA KUMAR MISHRA		707535	Sunt Kum hil

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 : 11141104204

For the year : 2011

Seal :

Date: 04/08/2011

Signature of Registering officer

This is a Computer Generated Certificate